

AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD OF DIRECTORS MEETING

WEDNESDAY, JANUARY 18, 2023 (10:30 AM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:

<https://us06web.zoom.us/j/86313154160?pwd=bGdDY0FDWkEwT00vUUxGSnU1LzNDZz09>

AS RECOMMENDED BY THE STATE PUBLIC HEALTH ORDER AND THE CDC, THE UPPER YAMPA WATER CONSERVANCY DISTRICT REQUESTS THAT UNVACCINATED PEOPLE ATTENDING THE BOARD OF DIRECTORS MEETING AT THE MOUNTAIN VALLEY BANK COMMUNITY ROOM WEAR A MASK.

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

A Board of Directors meeting packet is available for public review on our website at <https://upperyampawater.com/agendas-and-meeting-documents/> by the Friday before the meeting. Amendments to the Agenda and new documents that are generated or submitted after the original posting of the meeting materials will be posted under "Additional Documents" on the website for the relevant meeting.

QUESTIONS ON AGENDA AND/OR BOARD MATERIALS: Members of the public or Board of Directors with questions on the agenda or meeting materials, including the consent agenda, are welcome to contact the General Manager at the District offices prior to the meeting. You may reach the General Manager at: arossi@upperyampawater.com or (970) 871-1035 Ext. 2.

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Input and Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard following the presentation. Please wait until you are recognized by the President. With the exception of subjects brought up during Public Input and Comment, on which no action will be taken or a decision made, the Board may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion" whether or not listed as an "Action Item."

- (1) **10:30 AM** Establishment of Quorum and Call to Order
- (2) **10:30 AM** Approval of Agenda for Meeting **Action item**
- (3) **10:35 AM** Executive Session:
 - a. Executive session under CRS § 24-6-402(4)(f)(l) concerning personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. This executive session concerns **General Manager Andy Rossi** who has not requested an open meeting. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

11:30 AM LUNCH BREAK

- (4) **12:00 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- a. Update from Erin Light
- (5) **12:10 PM** Consent Agenda **Action item**
- a. Approval of the Minutes of the November 16, 2022, Board Meeting
- b. Financials
- i. Approval of Disbursements
- ii. Budget Comparison
- (6) **12:15 PM** Report of General Manager
- a. General Manager's Report
- b. Election of Officers, Determination of Committees, and Selection of industry meeting(s) UYWCD participants **Action item**
- c. 2023 Board of Directors Meeting Schedule **Action item**
- d. Board of Directors Appointments
- e. 2023 UYWCD Water Pricing **Action item**
- f. Augmentation Plan Updates
- g. Financial Audit Schedule
- h. Resolution to Approve Posting Place **Action item**
- i. Town of Oak Creek Sheriff Reservoir Contract Extension **Action item**
- j. Update on UYWCD Area in Moffat County
- k. Proposed UYWCD-CPW Stagecoach Lease **Action item**
- l. Stagecoach Routt County PUD Proposal **Action item**
- (7) **2:15 PM** District Engineer Report
- a. Update on Reservoir Water Status
- b. Yamcolo USFS Special Use Permit Fee Adjustment **Action item**
- (8) **3:00 PM** Public Information Updates
- a. Grants
- i. Disbursements
- ii. New Applications **Action item**
- (9) **3:15 PM** Board Member Reports
- (10) **3:30 PM** Report of General Counsel
- (11) **3:45 PM** Pending Water Cases
- a. Water Resumes
- b. Status of Other Water Cases (Measurement Rules Protest Filing)
- (12) **4:00 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**
- (13) **4:05 PM** Executive Sessions:
- a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____ (insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
- b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____ (insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (14) **4:15 PM** Board Actions in Regard to Executive Session
- (15) **4:20 PM** Determination of Next Meeting Agenda
- (16) **4:30 PM** Adjournment.

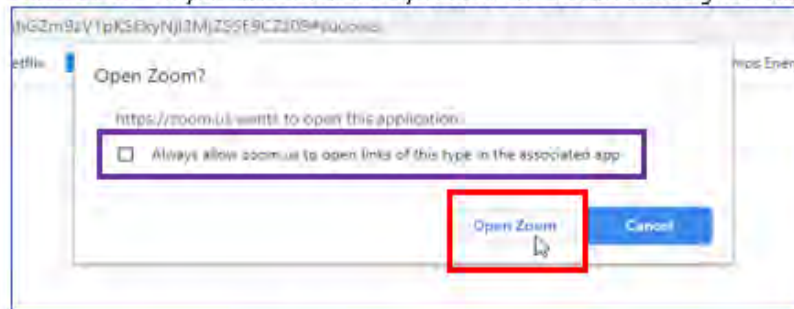
How to join a Zoom meeting

Join via "Join Zoom Meeting" link:

To join a Zoom meeting, click on the meeting link that has been sent to you by the host:

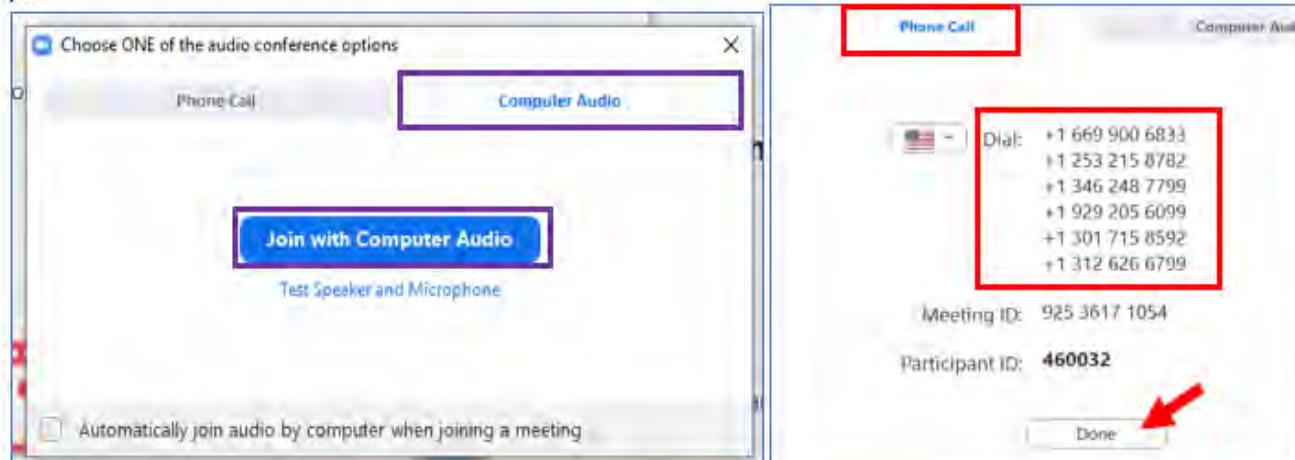


If you have not used Zoom before, you may receive this dialogue box to open Zoom. First, click on "always allow zoom.us..." so you will automatically connect for future meetings. Then, click on "Open Zoom" and follow the prompts.



Once you are connected to Zoom, you will need to choose your audio conference option. To join via your computer, click on "Computer Audio" and then "Join with Computer Audio".

To use your cell phone or landline, click on "Phone Call" and then choose a number from the list. Once you dial the number, you will be asked for the Meeting ID and Participant ID to enter the meeting. Click on "Done" once you are connected to the Zoom meeting. Or, you can use the "One tap mobile" option, see below, to connect via your cell phone.



Join via cell phone with "One tap mobile":

If you will be joining a Zoom meeting via your cell phone, click one of the "One tap mobile" links. Then click on "Call +1...". You will hear a request to "enter your Meeting ID followed by pound (#)". You **do not** need to enter the ID as the link will do this automatically for you.

You will be asked if you are a participant and to "Please press pound (#) to continue". You **must** press the pound key (#). Then you will be asked to "Enter your Participant ID followed by pound (#) or just press pound (#) to continue". If you **do not** enter anything, you will be automatically connected to the meeting.



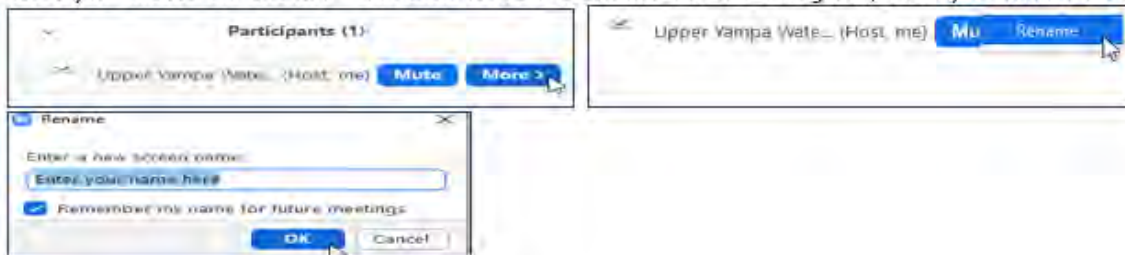
Join via "Dial by your location":

If you will be joining a Zoom meeting via your cell phone or landline, you can choose any of the numbers below to access the meeting. Once you dial the number you will be asked to "Enter your Meeting ID followed by pound (#)". Then, you will be asked to "press pound (#) if you are a participant". Finally, you will be asked to "Enter your Participant ID followed by pound (#) or just press pound (#) to continue". If you **do not** enter anything, you will be automatically connected to the meeting.



Be sure you are identified properly:

Once in Zoom, be sure that you are identified properly. If you need to change, in "Participants" click on your ID and hover your mouse on "More >" and then click on "Rename". In the dialog box, enter your name and click "OK".



Contact Deb Bastian for any questions

- Email: dbastian@upperyampawater.com
- Phone: 970-819-0189

EXECUTIVE SESSION – 4F

Executive session under CRS § 24-6-402(4)(f)(I) concerning personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. This executive session concerns General Manager Andy Rossi who has not requested an open meeting. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

UYWCD 2023 Pay Ranges, Approved by UYWCD BOD November 16, 2022

CPI Applied = 7.70%

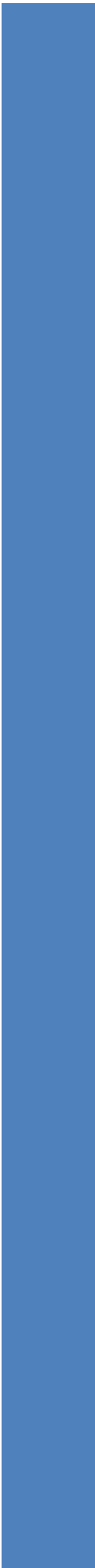
2023 pay ranges and percentiles (2022 + CPI)	Range Minimum	10%	20%	25%	30%	35%	40.0%	45%	Range Midpoint (50%)	55%	60.0%	65.0%	70.0%	75.0%	80.0%	90.0%	95.0%	Range Maximum
Dam Operator	63,455.91	66,698.59	69,941.25	71,562.59	73,183.93	74,805.26	76,426.59	78,047.93	79,669.27	81,290.60	82,911.93	84,533.27	86,154.60	87,775.94	89,397.27	92,639.94	94,261.28	95,882.62
Dam Operator	63,455.91	66,698.59	69,941.25	71,562.59	73,183.93	74,805.26	76,426.59	78,047.93	79,669.27	81,290.60	82,911.93	84,533.27	86,154.60	87,775.94	89,397.27	92,639.94	94,261.28	95,882.62
Chief Accountant	73,230.65	77,010.29	80,789.94	82,679.76	84,569.58	86,459.42	88,349.24	90,239.06	92,128.88	94,018.71	95,908.53	97,798.35	99,688.18	101,578.00	103,467.82	107,247.47	109,137.29	111,027.11
Business Manager	73,230.65	77,010.29	80,789.94	82,679.76	84,569.58	86,459.42	88,349.24	90,239.06	92,128.88	94,018.71	95,908.53	97,798.35	99,688.18	101,578.00	103,467.82	107,247.47	109,137.29	111,027.11
External Affairs Coordinator	73,230.65	77,010.29	80,789.94	82,679.76	84,569.58	86,459.42	88,349.24	90,239.06	92,128.88	94,018.71	95,908.53	97,798.35	99,688.18	101,578.00	103,467.82	107,247.47	109,137.29	111,027.11
District Engineer	122,667.63	128,801.01	134,934.40	138,001.09	141,067.78	144,134.47	147,201.16	151,937.78	153,334.55	156,401.23	159,467.92	162,534.61	165,601.31	168,668.00	171,734.68	177,868.07	180,934.76	184,001.45
General Manager	130,395.44	136,915.21	143,434.98	146,694.86	149,954.75	153,214.63	156,474.53	159,734.41	162,994.30	168,819.75	169,514.07	172,773.96	176,033.84	179,293.73	182,553.61	189,073.38	192,333.27	195,593.15

Lunch Break

PUBLIC INPUT AND COMMENT

The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.





RECORD OF PROCEEDINGS

**UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
DAY, NOVEMBER 16, 2022 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/87995099756?PWD=MEXYK055VLI0RNVTWLRiEDZ5R1VIUT09](https://us06web.zoom.us/j/87995099756?pwd=MEXYK055VLI0RNVTWLRiEDZ5R1VIUT09)

MINUTES

Chairman Doug Monger called the meeting to order and declared a quorum present. In addition to Chairman Monger, the Board Members present were Ken Brenner, Jim Haskins, John Redmond, Ron Murphy, Lyn Halliday, Tom Sharp, Webster Jones and Nicole Seltzer. General Manager Andy Rossi, District Engineer Emily Lowell, Public Information and External Affairs Manager Holly Kirkpatrick, Business Manager Deb Bastian, Chief Accountant Karina Craig and General Counsel Bob Weiss were also present. Special Counsel Scott Grosscup was present over Zoom for a portion of the meeting. Members of the public present for some portion of the meeting included Lisa Brown, Wilson Water Group; Erin Light and Mendi Figueroa, Colorado Division of Water Resources; Jeff Comstock, Moffat County Natural Resources Director; Frank Alfone, Mt. Werner Water; Claire Sollars, Esq., Colorado Water Matters, PLLC; Todd Hagenbuch and Margaret Hagenbuch, ME Hagenbuch Trust; Kristen Jespersen, Yampatika.

This meeting was held in person and by videoconference utilizing Zoom. The meeting agenda included instructions to the public describing the process to participate in the meeting and comment on agenda items.

The following agenda was proposed:

AGENDA

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:00 PM** Approval of Agenda for Meeting **Action item**
- (3) **12:05 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
 - a. Update from Erin Light
- (4) **12:10 PM** Consent Agenda **Action item**
 - a. Approval of the Minutes of the September 22, 2022, Board Meeting and October 19, 2022, Board Retreat
 - b. Financials
 - i. Approval of Disbursements
 - ii. Budget Comparison
- (5) **12:15 PM** Report of General Manager
 - a. UYWCD 2023 Proposed District Meeting Schedule **Action item**

RECORD OF PROCEEDINGS

- b. Update on Winter Holiday Party 02/16/23
 - c. Update on Lower Yampa Basin Augmentation Water Planning
 - d. Update on Reservoir Firming Projects
 - e. UYWCD 2023 Budget (Including Resolutions) **Action item**
 - f. Augmentation Plans Contract Updates
 - g. Resolution to Opt-Out of Colorado Family Medical and Leave Insurance program **Action item**
**Time will be allocated for public comment if any.*
- (6) **2:30 PM** District Engineer Report
- a. Update on Reservoir Water Status
- (7) **2:45 PM** Public Information Updates
- a. Grants **Action item**
 - i. Disbursements
 - ii. New Applications
- (8) **3:00 PM** Board Member Reports
- (9) **3:15 PM** Report of General Counsel **Action item**
- a. General Manager Review Procedure
- (10) **3:30 PM** Pending Water Cases
- a. Water Resumes
 - b. Status of Other Water Cases Including UYWCD Diligence Filings
- (11) **3:45 PM** New Business (Limited to emergency matters that came up **Action item**
During the course of the meeting)
- (12) **4:00 PM** Executive Sessions:
- a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____ (insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____ (insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (13) **4:15 PM** Board Actions in Regard to Executive Session
- (14) **4:25 PM** Determination of Next Meeting(s) Agenda(s)
- 4:30 PM** Adjournment.

Chairman Monger established a quorum and called the meeting to order at 12:00 PM.

Meeting Agenda. General Manager Rossi noted that item (3) a. will be removed as there will be no update from Erin Light. Director Halliday moved to approve the agenda as amended. Director Redmond seconded the motion which was unanimously approved.

Public Input and Comment. Chairman Monger invited members of the public to comment on items not otherwise scheduled on the agenda. There was no comment.

Consent Agenda. Director Seltzer moved to approve the consent agenda as presented. Director Halliday seconded the motion which was unanimously approved.

RECORD OF PROCEEDINGS

Report of General Manager

UYWCD 2023 Proposed District Meeting Schedule. The Board reviewed and discussed the proposed 2023 meeting schedule and agreed to set the January 18, 2023, and March 15, 2023, meeting dates. General Manager Rossi and Chairman Monger will present a revised proposed meeting schedule at the January 18th Board meeting.

Update on Winter Holiday Party 02/16/2023. The Board was provided a “Save the Date” for the holiday party on February 16, 2023.

Update on Lower Yampa Basin Augmentation Water Planning. Jeff Comstock, Natural Resource Director of Moffat County provided an overview and Lisa Brown of Wilson Water Group presented the Board with information on the completed Lower Yampa Basin Augmentation Water Supply analysis.

Update on Reservoir Firming Projects. General Manager Rossi updated the Board on the recently completed Upper Yampa River Basin water storage firming projects analyses for Coal Creek and the Morrison Creek to Little Morrison Creek Diversion. General Manager Rossi stated that the next steps will be to look at the potential downstream impacts to both Morrison Creek and the historical irrigation practices.

UYWCD 2023 Budget (including resolutions). Chief Accountant Karina Craig provided an overview of the 2023 budget and addressed inquiries from the Board. Director Redmond moved to approve the 2023 budget, Resolution 2202-5, Appropriate Sums of Money, Resolution 2022-6, Set Mill Levies and Resolution 2022-7, Adopt Budget and Salary Range Schedule. Director Murphy seconded the motion which was unanimously approved.

Augmentation Plans Contract Updates. The Board reviewed the Augmentation Plans Contract Summary document.

Resolution to Opt-Out of Colorado Family Medical and Leave Insurance Program. Business Manager Deb Bastian provided an overview of the Colorado Family Medical and Leave Insurance Program (FAMLI) and staff's recommendation that the Board vote to decline all participation in FAMLI, via Resolution, and approve a District administered Paid Family Medical Leave (PFML) policy that will be effective January 1, 2024. Chairman Monger requested that staff present the PFML policy separately from the request to opt out of the FAMLI program. Staff will present the PFML policy to the Board for approval at a future Board meeting. Director Redmond moved to approve Resolution 2022-8, Opt-Out of the Colorado FAMLI program, as presented. Director Halliday seconded the motion which was unanimously approved.

District Engineer Report. District Engineer Emily Lowell provided an update on the reservoir water status.

Public Information Updates. Public Information and External Affairs Manger Holly Kirkpatrick shared a video of the Yampa Youth Water Festival and updated the Board on grant disbursements.

Grants – New Applications. Public Information and External Affairs Manger Holly Kirkpatrick informed the Board that Yampatika is requesting \$40,000 over the next two years (\$20,000 in 2023 and \$20,000 in 2024) in UYWCD Community Grant Funding. Kristen Jespersen, Executive Director of Yampatika, provided the Board with an overview of how the requested funds would be in the Water Education Program. Director Seltzer moved to approve the grant application for \$40,000 over 2 years to Yampatika. Director Redmond seconded the motion which was unanimously approved.

RECORD OF PROCEEDINGS

Board Member Reports. Board Member Seltzer informed the Board that the Basin Roundtable approved a grant of \$95,000 to be used toward the dashboard that is being developed in coordination with the District, Colorado Water Trust and the Friends of the Yampa. The grant request will be sent, with a letter of recommendation, to the CWCB for review in January.

Director Brenner notified the Board that the dates for the upcoming Colorado Water Congress (CWC) Annual Conference are January 25 - 27, 2023.

General Manager Rossi and Chairman Monger provided a recap of the Lower Basin Tour they attended in early November.

Report of General Counsel. General Counsel Weiss provided the Board with an overview of the General Manager annual review process. Business Manager Deb Bastian will send the annual review survey form to the Board and the General Manager in early December to be completed. Results of the survey will be provided to the Board prior to the January 18, 2023, meeting.

Pending Water Cases.

Water Resumes. Special Counsel Grosscup reviewed the water resumes and noted that the State Engineer filed Case No. 2022CW3012 seeking approval of the Rules and Regulations for the water measurement rules that have been proposed in Water Division 6 and have decided to follow this rule-making process through the water court. The Board discussed. Director Sharp moved to authorize Special Counsel to file a statement of opposition in Case No. 22CW3012 prior to the end of the year. Director Brenner seconded the motion which was unanimously approved.

Status of Other Water Cases including UYWCD Diligence Filings. Special Counsel Grosscup provided an update of the current water cases. The Board discussed. Director Sharp moved to authorize Special Counsel to file, on a timely basis, the due diligence applications for the Morrison Creek diversion into Little Morrison Creek and for the Umbrella Augmentation Plan. Director Murphy seconded the motion which was unanimously approved.

New Business. There was no new business.

Executive Session. There was no Executive Session.

Board Action Regarding Executive Session. None.

Determination of Next Meeting Agenda. The agenda for the January 2023 Board Meeting was reviewed. An item will be added to the *Report of General Manager* regarding the 2023 Board meeting schedule.

The meeting adjourned at 3:49 PM.

I certify that the foregoing constitutes a true and correct summary of the proceeds at the above referenced meeting.

Andy Rossi, District Secretary/Manager

Date: _____

CONSENT AGENDA

**FINANCIAL REPORTS:
APPROVAL OF DISBURSEMENTS & BUDGET
COMPARISON**





BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: January 18, 2023

Item: Financial Reports: November 30, 2022, Cash Disbursement Report and Budget Comparison Report.

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The ***Cash Disbursement Report*** contains disbursements from the Upper Yampa Water Conservancy District (the District) of reconciled monthly statements. These include disbursements incurred with check and electronic payments through November 30, 2022, and credit card payments through December 3, 2022. Disbursements include operating and capital expenditures totaling \$174,056.13.

The ***Budget Comparison Report*** includes transactions accrued up to November 30, 2022.

Additional transactions for the 2022 fiscal year are expected to be incorporated in early 2023.

II. Summary:

Overall, revenues and expenditures are expected to be 17% above and 15% below budget, respectively. The current year Annual Net income is projected to be \$1,243,376. The projected 2022 Ending Fund Balance is \$20,022,189.

III. Staff Recommendation: Accept reports.

IV. Legal Issues: None

V. Consistency with Board Goals and Policies: UYWCD By-Laws and SP Goal 3.

Attachments:

Attachment 1: Cash Disbursement Report.

Attachment 2: Budget Comparison Report.

Upper Yampa Water Conservancy District
Cash Disbursement Report
November 30, 2022

Date	Name	Memo	Amount
09/08/2022	Routt County Fairgrounds	YYWF Annual Event, venue use fee.	720.00
10/04/2022	Restaurant.	Functional exercise expense, lunch.	92.66
10/05/2022	Restaurant.	Functional exercise expense, lunch.	222.04
10/05/2022	Hotel	Sustaining Colorado Watersheds Conference, director Seltzer.	193.34
10/05/2022	Hotel	Sustaining Colorado Watersheds Conference, GM Rossi.	193.34
10/05/2022	Amazon	Office supplies	52.99
10/05/2022	Walmart	Functional exercise expense	47.46
10/05/2022	Mailchimp	Email marketing platform, monthly subscription.	17.77
10/05/2022	CrashPlan Code42	Monthly subscription, October services.	9.99
10/06/2022	Restaurant.	Functional exercise expense, lunch.	373.13
10/06/2022	ECS Employers Council Services, Inc.	Annual Employment Law Update Seminar	275.00
10/07/2022	Garmin	Monthly subscription, 10-06-2022 to 11-05-2022.	34.95
10/07/2022	Restaurant.	Functional exercise expense, coffee.	20.00
10/07/2022	Lyons	YYWF Annual Event, supplies.	10.30
10/09/2022	Safeway	YYWF Annual Event, supplies.	361.90
10/10/2022	Restaurant.	YYWF Annual Event, debrief meeting.	88.70
10/12/2022	Steamboat X-Press Print & Ship	Functional exercise materials	33.88
10/12/2022	NYT The New York Times	Monthly subscription	10.83
10/13/2022	Hotel	Sustaining Colorado Watersheds Conference, Public Information Manager.	378.00
10/13/2022	Restaurant.	Travel expense	24.81
10/14/2022	Steamboat X-Press Print & Ship	Board retreat materials	311.00
10/14/2022	Restaurant.	Sustaining Colorado Watersheds Conference expense	91.61
10/18/2022	Edge Communications	Services 10-06-2022 to 11-05-2022	116.58
10/18/2022	Routt County Clerk and Recorder	Recording of augmentation contract	24.28

Subtotal

3,704.56

Upper Yampa Water Conservancy District
Cash Disbursement Report
November 30, 2022

Date	Name	Memo	Amount
10/23/2022	YVEA	Electrical service at SC Powerhouse and shed, 09-03-2021 to 10-02-2022.	283.24
10/23/2022	CenturyLink Lumen	SC Telephone, October 2022.	165.68
10/23/2022	Adobe	Monthly subscription 10-20-2021 to 11-19-2021	118.93
10/28/2022	Catamount Ranch & Club	2022 Retreat	1,125.82
10/28/2022	YVSC Yampa Valley Sustainability Council	Water festival, zero waste services.	920.00
10/28/2022	Jameson Midgett	YYWF Annual Event, photography services	300.00
10/28/2022	ACE Hardware	Facilities maintenance	132.00
10/28/2022	Flat Tops Ranch Supply	Facilities maintenance	14.98
10/28/2022	YV Tire Pros & Express Lube	Vehicle maintenance	134.44
10/28/2022	Coursera	Training	60.71
10/29/2022	CenturyLink Lumen	Office Telephone & Internet, 10-07-2022 to 11-06-2022.	239.24
10/30/2022	SmartVault	Software, interface with quickbooks	140.00
10/31/2022	Google	Software expense	15.00
11/01/2022	MVB Mountain Valley Bank	November Rent	6,724.24
11/01/2022	Family Support Registry	Remittance November 2022	716.00
11/01/2022	Routt County Clerk and Recorder	Recording of augmentation contract	14.06
11/02/2022	Internal Revenue Service	Federal tax liabilities, October 2022 payroll.	16,669.00
11/02/2022	ICMA-457	Monthly contributions, October 2022 payroll.	5,832.52
11/02/2022	ICMA-401a	Monthly contributions, October 2022 payroll.	4,681.27
11/02/2022	SurveyMonkey	Annual Fee, 11-01-2022 to 10-31-2023.	900.00
11/02/2022	Taxi	Lower basin tour, travel expense.	48.20
11/02/2022	Restaurant.	Lower basin tour, travel expense.	10.19
11/03/2022	Verizon Wireless	Stagecoach Cell phones, 10-14-2022 to 11-13-2022.	87.21
11/03/2022	Restaurant.	Travel expense.	20.42

Subtotal

39,353.15

Upper Yampa Water Conservancy District
Cash Disbursement Report
November 30, 2022

Date	Name	Memo	Amount
11/05/2022	CrashPlan Code42	Monthly subscription, November services.	9.99
11/06/2022	Brundage Bone Concrete Pumping	Stagecoach maintenance, concrete.	999.60
11/06/2022	esri - Environmental Systems Research Ins	Software Renewal ArcGIS, 12-1-2022 to 11-30-2023.	400.00
11/06/2022	Hotel	Travel expense	74.61
11/06/2022	Restaurant.	Conference expense	18.78
11/06/2022	Mailchimp	Email marketing platform, monthly subscription.	17.77
11/07/2022	NDS Northwest Data Services	IT Services. Monthly Cloud Services, October.	302.10
11/07/2022	United Companies	Stagecoach Operation and Maintenance	1,196.77
11/07/2022	Hotel	Travel expense	243.72
11/07/2022	Garmin	Monthly subscription, 11-06-2022 to 12-05-2022.	34.95
11/07/2022	Restaurant.	Conference expense	12.09
11/07/2022	Restaurant.	Conference expense	5.94
11/08/2022	Restaurant.	Staff Meeting, lunch.	68.37
11/08/2022	Yampa Valley Regional Airport	Travel expense	37.00
11/08/2022	USPS	Postage	4.60
11/10/2022	Wilson Water Group	Water Resource Engineering: Professional services through October 25, 2022.	3,886.25
11/10/2022	LRE Water	Augmentation Plan and Water Rights Engineering Services through September 25 22, 2022.	3,483.25
11/10/2022	X Field Services	Stillwater Ditch maintenance	3,215.00
11/10/2022	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, September legal services	3,044.50
11/10/2022	River Restoration	Union Ditch headgate design	1,736.81
11/10/2022	Stand Creative Studio	Monthly digital marketing Services	1,450.00
11/10/2022	Eddie Rogers	Training materials	41.51
11/10/2022	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, October 2022.	13.78
11/10/2022	One Reel Media House llc	YYWF Annual Event, videography services.	1,000.00

Subtotal

21,297.39

Upper Yampa Water Conservancy District
Cash Disbursement Report
November 30, 2022

Date	Name	Memo	Amount
11/10/2022	ACE Hardware	Stagecoach maintenance	83.67
11/10/2022	Flat Tops Ranch Supply	Facilities Maintenance	59.97
11/11/2022	Conoco Universal WEX	Gasoline, October 2022.	461.94
11/13/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	13.84
11/13/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	13.84
11/13/2022	NYT The New York Times	Monthly subscription	10.83
11/13/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	10.83
11/14/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	13.84
11/14/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	13.84
11/14/2022	Federal Express	YYWF Annual Event, Teacher survey response prizes.	11.10
11/16/2022	SSRC Steamboat Ski and Resort Corporation	22-23 Ski Medallion	3,999.00
11/17/2022	CEBT	Medical, dental, vision, life, STD, LTD December 2022 coverage.	13,618.71
11/17/2022	LRE Water	Ops Dashboard services through October 25, 2022.	9,921.50
11/17/2022	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, October legal services	2,798.50
11/17/2022	NDS Northwest Data Services	IT Services.	990.00
11/17/2022	Holly Kirkpatrick	Reimbursement, NY Times subscription	46.34
11/17/2022	RCWP Routt County Weed Program	Weed mitigation	1,329.50
11/17/2022	Edge Communications	Services 11-06-2022 to 12-05-2022	116.58
11/17/2022	Safeway	Board meeting supplies	52.04
11/18/2022	Microsoft	Microsoft annual subscription	3,461.04
11/18/2022	Restaurant.	Board Meeting 11/16/2022, lunch.	256.45
11/20/2022	YVEA	Electrical service at SC Powerhouse and shed, 10-03-2021 to 11-02-2022.	569.54
11/20/2022	Amazon	Office supplies	13.81
11/22/2022	CenturyLink Lumen	SC Telephone, November 2022.	164.75

Subtotal

38,031.46

Upper Yampa Water Conservancy District
Cash Disbursement Report
November 30, 2022

Date	Name	Memo	Amount
11/22/2022	Adobe	Monthly subscription 11-20-2022 to 12-19-2022	118.93
11/22/2022	Walmart	Office Paper Supplies	30.80
11/25/2022	ICMA-457	Monthly contributions, November 2022 payroll.	5,788.25
11/25/2022	ICMA-401a	Monthly contributions, November 2022 payroll.	4,592.72
11/27/2022	SmartVault	Software, interphase with quickbooks	140.00
11/27/2022	Amazon	Office supplies	65.30
11/28/2022	Water Education Colorado (CFWE, WeCO)	Soild Health and Water Webinar	10.50
11/29/2022	Quickbooks Payroll Service	Monthly payroll	44,569.95
11/29/2022	CenturyLink Lumen	Office Telephone & Internet, 11-07-2022 to 12-06-2022.	238.80
11/30/2022	Internal Revenue Service	Federal tax liabilities, November 2022 payroll.	16,013.62
11/30/2022	Coursera	Training	60.71
11/30/2022	CMNM Colorado Mountain News Media	Budget public notice	24.99
12/01/2022	Google	Software expense	15.00

Subtotal **71,669.57**

Total **174,056.13**

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2022 BUDGET COMPARISON REPORT, AS OF NOVEMBER 30, 2022

	2020 ACTUALS	2021 ACTUALS	2022 BUDGET	2022 ACTUALS	2022 PROJECTIONS
	audited	audited	Amended March 16, 2022	November 30, 2022	November 30, 2022
Fund Opening Balance including Encumbered Funds	16,012,911	17,536,141	18,778,813	18,778,813	18,778,813
Encumbered Funds	6,212,424	5,875,302	6,133,474	6,133,474	6,131,074
Emergency Facilities Reserve	4,485,814	4,606,931	4,814,243	4,814,243	4,814,243
Capital Maintenance Reserve	752,436	772,752	807,526	807,526	807,526
Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734	419,734
Routt County Road #14 Contribution	500,000				
Tabor Reserve	54,440	75,885	91,971	91,971	89,571
Capital Projects Development Fund	9,800,487	11,660,839	12,645,339	12,645,339	12,647,739
Revenues					
Facilities					
Stagecoach Reservoir					
Power Sales	162,432	58,824	193,000	74,250	80,000
Water Sales	162,197	228,487	189,190	377,341	377,589
Yamcolo Reservoir					
Water Sales	167,913	139,374	169,025	134,625	134,625
Stillwater Ditch & Reservoir Company	11,556	10,582	8,850	10,336	10,336
Elk River Augmentation Water Sales		1,668	476	2,516	2,516
Property taxes	2,644,690	2,719,734	2,715,657	2,912,394	2,930,000
Interest earned	124,735	15,204	11,300	256,609	305,000
Other income	20,835			1,500	1,500
Pass through income	72,761	63,728		5,128	5,128
	revenues	3,367,118	3,237,601	3,287,499	3,774,699
Expenditures					
Operating					
Facilities					
Stagecoach Reservoir	409,709	435,389	643,533	489,591	604,364
Yamcolo Reservoir	116,440	131,307	154,277	107,570	151,808
Stillwater Ditch & Reservoir Company	40,707	30,100	59,209	41,392	54,672
Administration	262,197	294,343	344,750	278,203	317,663
Board of Directors	125,671	52,669	117,913	59,309	71,347
External Affairs	106,310	102,876	125,482	104,273	119,608
Finance	103,206	105,482	147,310	107,313	132,162
Legal	157,532	107,172	157,641	97,445	157,605
Planning	53,869	83,816	283,571	144,683	283,534
Grants, Scholarships & Public Information	133,030	202,455	408,039	217,814	401,937
Treasurer fees	80,543	82,564	81,470	88,345	88,900
Pass through expenses	84,681	56,629		7,172	7,172
	Subtotal Operating	1,673,894	1,684,802	1,743,110	2,390,772
Capital					
Stagecoach Reservoir	59,361	198,921	297,500	83,231	82,750
Yamcolo Reservoir	38,276	56,411	130,000	23,029	109,796
Stillwater Ditch & Reservoir Company	72,357	54,795	115,000	17,588	20,000
	Subtotal Capital	169,994	310,127	123,848	212,546
	expenditures	1,843,888	1,994,929	3,065,694	2,603,318
	net income (loss)	1,523,230	1,242,672	1,907,740	1,243,376
Ending Fund Balance	17,536,141	18,778,813	19,000,618	20,686,553	20,022,189

REPORT OF GENERAL MANAGER





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/18/23

**Item: General Manager's Report on UYWCD Water Resources Management Activities:
Early Winter 2023 Edition**

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

General Manager's report summarizing current and ongoing Upper Yampa Water Conservancy District activities.

II. Summary:

The 2023 water year is off to a fantastic start! Early winter snow fall has led to some optimistic hopes for the upcoming summer and irrigation season. Some caution is warranted on this front. The potential for snowfall to wane in the later part of the winter is still a real possibility. The UYWCD staff will reserve any indications of possible reservoir recovery until after February 1st. Recent accumulation and moisture levels in the snowpack are a great start. However, there is not yet enough water supply in the basin to fully recover Yamcolo and Stagecoach Reservoirs from 2022 drawdowns. With a little luck (and continued deliveries from the Pacific Ocean) we will be able to deliver a brighter message when we get closer to run-off.

Presented below is a summary of the water resources management activities the UYWCD has been involved in. Many of the items included in this communication will be discussed during the 01/18/23 meeting and/or future meetings in 2023.

If you have any further questions about any of the items included in this communication please contact Andy Rossi, UYWCD General Manager, for additional details.



UYWCD Water Resources Management Activities: Winter 2023

Storage Release Season Facilities Operations

- Stagecoach Reservoir Operations
 - Stagecoach Reservoir operations are focused on retaining as much storable volume as possible. Little inflow to Stagecoach Reservoir has been sufficient to allow for storage in the months of December and January. Stagecoach Reservoir water status is presented as Agenda item 7 a.
 - Due to low winter flows and residual effects of 2022 drought conditions in the Upper Yampa River Basin, the tailwaters section of the Yampa River will remain closed to fishing until April of 2023.

- Yamcolo Reservoir Operations
 - Stagecoach Reservoir operations are focused on retaining as much storable volume as possible. Some gains in storage volume were made in December and January. Approximately 1,000 AF of Stillwater Reservoir storage supply remains in retained in Yamcolo Reservoir. Yamcolo Reservoir water status is presented as Agenda item 7 a.

2023 UYWCD Projects and Water Resources Activities

In addition to the regular business of organizational responsibilities and reservoir operations, there are four areas of water resources management in the Yampa River Basin that will be focal points for the UYWCD staff in 2023:

- Water Supply Infrastructure: Reservoir Firming Projects
 - Coal Creek and Little Morrison Diversion: These projects continue to be active areas of work efforts by the UYWCD staff. Most of the hydrologic and potential water supply yield analysis for both potential projects were completed in 2022. The UYWCD will now move our attention to more detailed cost estimates of permitting efforts that may be required for the projects and initial outreach to those who may be most immediately impacted by the projects if they were to be developed. The UYWCD can expect both projects to be a regular topic for discussion at the 2023 BOD meetings.

- Watershed Data Infrastructure
 - Yampa River Basin Soil Moisture Network: Funding request decisions for the



development of the fully conceived Yampa River Basin Soil Moisture Monitoring Network will be made in early 2023. Positive outcomes for these pending decisions will set in motion two to three years of work efforts by the UYWCD and local partners constructing a new layer of immediately useful water resource data collection infrastructure.

- Yampa River Data Dashboard: As Yampa River Basin water user become more knowledgeable about the full extent of data available for decision making and observation purposes, the UYWCD and local partners hope to provide aggregated public access to as much of this data as possible. This project will be deployed in multiple stages in 2023.
- Water Use Measurement Support: The UYWCD remains committed to the financial support for Upper Yampa River water users' measurement of their water use. Some parts of the basin made great strides towards this goal in 2022. These users should be commended for their efforts and will hopefully serve as great examples for continued expansion of water use measurement in the basin.

➤ Upper Yampa River Basin Water Quality

- Upper Basin Water Quality Study: The UYWCD is engaged in water quality investigations in the basin above Stagecoach Reservoir on two fronts. First, the UYWCD received funding from the Colorado River District and the CWCB to support a robust study of factors that may be contributing to increased nutrient levels observed in and above Stagecoach Reservoir. This study will be coordinated by Lyn Halliday and the Upper Yampa Watershed Group, with support from the UYWCD. Second, The State of Colorado, through the CDPHE, is in the process of adopting new Lake and Reservoir Nutrient Standards/Rules. This new regulatory effort has the potential to impact the operations of Stagecoach Reservoir. Accordingly, the UYWCD staff are actively engaged in the rule-making process and will develop appropriate responses to any new regulatory activity, when necessary.

➤ Colorado River Main-stem and Compact Concerns

- Upper Basin States and the Upper Colorado River Commission's activities for updates to Interim Guidelines: The State of Colorado, along with the other Upper Basin States are actively engaged in the early parts of updates to the 2007 Interim Operations Guidelines for the Colorado River. One of the first significant events in this process will be the publication of a Supplemental EIS for the Interim Guidelines by the Bureau of Reclamation. This is an important step in a long process that is bound to generate even more media coverage that has already been produced on the state of the Colorado River. The UYWCD staff will track developments in this process and provide updates to the UYWCD BOD on topics of specific import to the Yampa River Basin. Colorado River issues and the update of the Interim Guidelines affect the entire Colorado River Basin. The State of Colorado is well represented by both the Colorado River District and the executive branch of the



State government in these matters. The UYWCD will not attempt to replicate the efforts of others, rather we will focus on representing the Yampa River Basin's interests in any new developments, when necessary.

REPORT OF GENERAL MANAGER

**ELECTION OF OFFICERS, DETERMINATION OF
COMMITTEES, AND SELECTION OF
INDUSTRY MEETING(S) UYWCD PARTICIPANTS**





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/05/23

Item: Election of Board Officers and Selection of Executive Committee

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

A per the Bylaws of the Upper Yampa Water Conservancy District (UYWCD), the Board of Directors (BOD) shall elect officers at the first regular UYWCD BOD meeting of the year. In addition, an Executive Committee shall consist of five (5) persons, all of whom shall be members of the Board of Directors and are to be selected by the UYWCD BOD.

II. Summary and Alternatives:

The sections of the UYWCD Bylaws governing the election of officers, duties of officers, and the executive committee are included here, in part, for reference. The UYWCD General Manger serves as the UYWCD Secretary/Treasurer.

ARTICLE IV - OFFICERS

SECTION 1 - Designation.

The officers of the District shall be a President, Vice-President, and Secretary/Treasurer, and such other officers as may be authorized from time to time by Board resolution. The officers shall serve in their capacities for the District in the conduct of all of its affairs.

SECTION 2 - Qualification and Election of Officers.

The President and Vice-President shall be members of the Board of Directors. The Board of Directors shall elect a President and Vice-President at the first regular Board meeting of each year. The General Manager shall be appointed by the Board of Directors from time to time, to serve at the pleasure of the Board. The General Manager shall also be the ex officio Secretary/Treasurer of the District, but shall not be a member of the Board of Directors.



SECTION 3 - Term of Office of Officers.

The President and Vice-President shall serve for a term of one (1) year, and shall hold their offices until their successors shall have been elected. On or after the 2020 calendar year, the term of consecutive service by the President of the Board in such President position shall not exceed two (2) consecutive years, unless in any year the incumbent President is the only candidate for such position. A Director may again be elected to serve as President after a break in service of at least 2 years. The Vice-President and Secretary/Treasurer are not subject to any term limitations.

ARTICLE V - DUTIES OF OFFICERS

SECTION 1 - President.

The President shall be the Chairman of the Board of Directors and shall preside at all meetings of the Board. Except as otherwise provided herein or by Board action, the General Counsel for the District shall approve as to form and the President shall sign all documents required to be approved by the Board of Directors under Article II, Section 3 hereof.

SECTION 2 - Vice-President.

The Vice-President shall act, in all things, and shall possess all of the powers and be subject to all of the duties of the President in the event of the latter's absence from any meeting of the Board of Directors, or his/her inability to act.

SECTION 3 - Secretary/Treasurer.

(a) The Secretary/Treasurer shall be the secretary of the Board of Directors and all special and standing committees of the Board of Directors. The Secretary/Treasurer, or a designee working under his/her direction and control, shall keep a record of all meetings of the Board of Directors and all special and standing committees of the Board of Directors, except that the meeting minutes may initially be prepared by a recording secretary so designated by the Board of Directors from time to time.

(b) The Secretary/Treasurer shall have custody of the Seal of the District and shall attest the signatures of the President or Vice-President upon all instruments and other documents signed by such officer.

SECTION 4 - Assistant Secretary/Treasurer.

The Board may designate an Assistant Secretary/Treasurer, subject to confirmation by the Board of Directors, who shall discharge the duties of the Secretary/Treasurer in his/her absence or inability to act.



ARTICLE VI - COMMITTEES

SECTION 1 - Executive Committee.

An Executive Committee is hereby created in order to more efficiently and economically carry out and effectuate the express powers of the District set forth in the Water Conservancy Act, including operation of the District as an Enterprise.

SECTION 2 - Executive Committee Membership and Selection.

The Executive Committee shall consist of five (5) persons, all of whom shall be members of the Board of Directors selected in the following manner:

(a) The President shall be a member and chairman of the Executive Committee. The Vice President shall also be members of the Executive Committee.

(b) The remaining members of the Executive Committee shall be selected by the vote of the Board of Directors on an annual basis.

Appointment and selection of members of the Executive Committee shall be made at the first regular meeting of the Board of Directors in each year.

SECTION 3 - Powers and Duties of Executive Committee.

Except as otherwise limited by law, the Executive Committee shall have the following powers and duties, to-wit:

(a) To act on behalf of the Board as directed by the Board of Directors at any regular or special meeting of the Board of Directors.

(b) Between regular meetings of the Board of Directors, the Executive Committee shall have power and authority to make contracts and agreements for the development and implementation of the District's policies, provided that no one such contract shall involve the expenditure or disbursement of more than \$50,000.

(c) To direct the General Manager and General Counsel for the District to perform such duties and functions as are deemed necessary for the carrying on of the business and affairs of the District, until the next regular or special meeting of the Board of Directors.

(d) To authorize, subject to Board of Directors, ratification, statements of opposition in water cases and settlement of litigation.

(e) To act on behalf of the Board in an emergency.



III. Staff Recommendation:

Complete election of UYWCD BOD officers and selection of the Executive Committee as allowed for in the UYWCD Bylaws. Matters possibly to be considered by the UYWCD Executive Committee in 2023 include:

- UYWCD-State of Colorado Lease Agreement for Stagecoach State Park Operations
- Water Rights Legal Matters
- Reservoir Firming Project Development and Permitting
- Other matters as determined to be appropriate for Executive Committee consideration.

IV. Legal Issues:

UYWCD Bylaws

V. Consistency with Board Goals and Policies:

UYWCD Bylaws



BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 1/05/2023

Item: UYWCD Representation at Industry Meetings

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The UYWCD is involved with many organizations, committees, and working groups both locally and statewide. Some organizations are formalized with appointed seats for UYWCD representatives, while others are less formal and simply consist of UYWCD participation. As you know, many of our directors play a multitude of roles in the community and may be involved in organizations or committees on behalf of an organization/role outside of UYWCD. As such, several directors and staff attend the same meetings without clear designation of who is representing UYWCD.

This matter has been discussed at several board meetings and as we move into the new year, the board has decided to appoint a UYWCD director or staff representative for committee involvement and industry meetings. The appointed UYWCD representative will attend meetings on behalf of UYWCD and will provide committee reports to the UYWCD Board of Directors during regular board meetings.



II. Summary and Alternatives:

Please review the attached list of industry meetings/committees with volunteers as UYWCD representatives for appointment.

III. Staff Recommendation:

The board may choose to make a motion to designate UYWCD committee representatives.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

Goal 5, Objectives 1 and 2.

Attachments:

Attachment 1: List of Industry Meetings & Committee Involvement with Volunteers as UYWCD Representatives

2023 UYWCD Industry Meeting and Committee Involvement	
Colorado Water Congress: State Affairs Committee	Andy Rossi
Yampa-White-Green Basin Roundtable: PEPO (Public Education, Participation, and Outreach Committee)	Ken Brenner
Yampa River Fund: Technical Advisory Committee	Holly Kirkpatrick

Others may be added during 2023

REPORT OF GENERAL MANAGER

**2023 BOARD OF DIRECTORS MEETING
SCHEDULE**



2023 BOD Meeting Calendar - Proposed DRAFT

January						
S	M	T	W	T	F	S
	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

UYWCD BOD Meetings

Jan. 18, Mar. 15, May 17, July 12 (early start), Sept. 20,

Oct. 12 & Nov. 15

UYWCD Potential Executive Committee Meetings

Feb. 15, April 12, June 21 & Aug. 16

Holidays

MWWD-est. dates

YWGRT-est. dates

MCWSD-est. dates

Notes: CRWCD Quarterly Board Meetings-third weeks of January 17-18, April 18-19, July 18-19, and October 17-18.

CWCB Board Meetings: Jan. 23-24, March 15-16, May 17-18, July 19-20, Sept. 20-21 & Nov. 15-16



BOARD COMMUNICATION FORM

January 18, 2023, Meeting

From: Bob Weiss, General Counsel

Date: January 9, 2023

Item: Board Appointments

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information: The terms of Directors Monger, Jones and Seltzer will expire March 8, 2023. Appointments are made by the Chief Judge.

State Law says this: *Not more than sixty days and not less than forty-five days prior to expiration of a director's term, the conservancy district shall publish notice, once in a newspaper of general circulation within the district, that applications for appointment as director will be accepted by the court until thirty days prior to the expiration of the director's term. The notice shall specify the address of the court to which resumes may be sent, shall specify that the applicant must have resided within the district for a period of one year and be the owner of real property within the district, and, when applicable by decree or revised decree, shall specify that the applicant must be the owner of real property within the particular county whose director's term is expiring.*

We published, as required by the statute, on January 7, 2023. A copy of the published notice is attached. The deadline for applications is February 6, 2023. Application forms are available on the District website. Completed applications should be submitted to Deb Bastian who will forward to me for filing with the Court. These are 4-year terms expiring March 8, 2027. In the event there is more than one application for a particular seat on the Board Judge O'Hara, I will schedule the necessary hearing and give notice to the applicants.

II. Summary and Alternatives: N/A

III. Staff Recommendation: N/A

IV. Legal Issues: Legal issues are identified above.

V. Consistency with Board Goals and Policies: N/A

VI. Fiscal Impact: N/A

Attachments: UYWCD Public Notice – Applications for Appointment of Directors

PUBLIC NOTICE

**APPLICATIONS FOR APPOINTMENT OF DIRECTORS
OF THE UPPER YAMPA WATER CONSERVANCY DISTRICT
(3 Directors to be Appointed to Four Year Terms Starting March 8, 2023)**

NOTICE IS HEREBY GIVEN that applications for appointment of three (3) directors of the Upper Yampa Water Conservancy District are being accepted by the Clerk of the Combined Court, Routt County Courthouse, 1955 Shield Drive, Unit 200, Steamboat Springs, Colorado 80487. Applications with a resume showing a background in agricultural, municipal, industrial and other interests in the beneficial use of water within the District must be received by the Clerk no later than February 6, 2023, at the address set forth above. An application form may be requested from Deb Bastian, Business Manager, at dbastian@upperyampawater.com. To be eligible, an applicant must have resided within the Upper Yampa Water Conservancy District for a period of one year and be the owner of real property within the District. In addition, the applicant must be a resident of the division which they seek to represent.

One Board member will be appointed from each of the following divisions for a four-year term beginning March 8, 2023.

Division 1 (Hayden area) which consists of that part of the District lying West from the East boundary of Range 87 West of the 6th P.M., including all that part of the District contained in Moffat County.

Division 2 (Steamboat Springs area) which consists of that part of the District lying East of the West boundary of Range 86 West of the 6th P.M. and North of the South boundary of Township 6 North of the 6th P.M.

Division 3 (Oak Creek/Yampa area) which consists of that part of the District lying East of the West boundary of Range 86 West of the 6th p.m. and South of the North boundary of Township 5 North of the 6th P.M.

A map showing the District and the boundaries of each division within the District is available for inspection on the District website at <https://upperyampawater.com/wp-content/uploads/2021/07/District-Divisions-Map-1.pdf> or in the office of the District located at 2220 Curve Plaza, Suite 201, Steamboat Springs, Colorado 80487.

Information about the District is available on the District's website. Questions regarding the District and the responsibilities of Directors should be directed to Andy Rossi, General Manager, at (970) 871-1035.

Date of Publication: January 7, 2023

UPPER YAMPA WATER CONSERVANCY DISTRICT

By: /S/ Andy Rossi
Andy Rossi, General Manager





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/18/23

Item: Upper Yampa Water Conservancy District 2023 New Water Contract Pricing

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District (UYWCD) has multiple existing agreements for stored water in UYWCD facilities. These existing agreements contain specific criteria for the determination of the price per acre-foot of stored water. The UYWCD anticipates that new agreements for stored water will be finalized in 2023 and beyond. Therefore, the UYWCD may determine the price per acre-foot of stored water for new agreements.

II. Summary and Alternatives:

The existing UYWCD water storage contracts include specific criteria for the determination of the price per acre-foot of stored water in UYWCD storage facilities. Many of these criteria rely on an economic indicator index for pricing adjustments. Unless altered by mutual agreement(s), these pricing adjustments will continue uninterrupted in 2023. Some existing water storage contracts, such as the existing Stagecoach Reservoir municipal water contracts include more complex pricing criteria.

The categories of existing UYWCD water storage contracts fall into the following categories:

- 1) Yamcolo Reservoir:
 - a) Municipal
 - b) Agricultural (Yamcolo Irrigators Assoc., Individual Irrigators, Junior Priority)
- 2) Stagecoach Reservoir:
 - a) Industrial
 - b) Municipal
 - c) Environmental/Recreational
 - d) Agricultural
- 3) UYWCD Umbrella Augmentation Plans



- a) Yampa River Plan (Stagecoach and Yamcolo Reservoirs)
 - i) Large and Small, Non-Commercial
 - ii) Large and Small, Commercial
- b) Elk River Plan (Steamboat Lake)
 - i) Large and Small, Non-Industrial
 - ii) Large and Small, Industrial

Any **new** water storage agreements for UYWCD facilities will also fall into the categories listed above. The only exception to this water contract categorization may occur if, through discussion with current storage contractors, new volumes of uncontracted water become available in Yamcolo Reservoir.

It is important for the UYWCD to continue with water storage contract pricing that is consistent with the current contracts in each of the categories listed above. The existing contracts in each category set a reference point for the price per acre-foot of water for any new water storage contracts. The UYWCD can establish a consistent pricing practice by adjusting the 2023 price per acre-foot of stored water for new contracts in a manner that is consistent with the existing contracts that include economic indicator index pricing adjustments. Therefore, the UYWCD General Manager recommends that the price per acre foot for 2023 new water storage contracts be set by adjusting the 2022 price per acre foot for new water storage contracts in UYWCD facilities by the methodology described in the existing water storage contracts that rely on an economic indicator index for price adjustment to determine the 2023 prices per acre-foot for new water storage contracts. This methodology (in general) is:

The price per acre-foot of stored water shall be an amount equal to the greater of (i) the price per acre-foot charged to the Contractor for the Contracted Water the prior Water Year, or (ii) the product obtained by multiplying the Base Price by a fraction, the denominator of which is the Consumer Price Index for All Urban Consumers, Denver-Aurora-Lakewood Metropolitan Area, "All Items" (1982 – 84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the semi-annual period ending December 31 in the Water Year prior to the First Water Year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior Water Year.

The recommended price adjustments will be applied to all new contracts for stored water in Yamcolo and Stagecoach Reservoirs, including stored water agreements enacted under the UYWCD Yampa and Elk River Umbrella Augmentation plans.



Over the period considered for new water contract price adjustments, the Consumer Price Index for All Urban Consumers, Denver-Aurora-Lakewood Metropolitan Area, “All Items” increased by 7.46%.

III. Staff Recommendation:

The UYWCD staff recommend the following actions:

1. Set the price per acre-foot of stored water in UYWCD facilities for new water storage contracts as indicated in the tables attached with this communication:

Table 1: Stagecoach Reservoir 2023 New Water Contract

Pricing Table 2: Yamcolo Reservoir 2023 New Water Contract

Pricing Table 3: Elk River Augmentation Plan 2023 New
Water Contract Pricing

IV. Legal Issues:

The UYWCD BOD retains the ability to determine the price per acre-foot for stored water for new water storage contracts on a periodic basis.

V. Consistency with Board Goals and Policies:

UYWCD SP Objective 3.1

Attachments: Proposed Prices per Acre-Foot of Water for New Water Storage Contracts

Table 1

Adopted by UYWCD BOD: 07/20/2022 - Revised 12/12/2022
Stagecoach Reservoir Water Contract Pricing

Appendix B

Contract Category		All Prices = \$ per AF/year Earliest Contract Year = 2022			Notes:
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Industrial	Contract Volume (AF)				
	1 to 2000	132.51	139.87	147.23	
		Contract Period (Years or End Date)			
		11 to 40 years	6 to 10 years	1 to 5 years	
New Municipal	Contract Volume (AF)				Municipal contract period terms detailed in section 4 g (i) of Stagecoach Water Marketing Policy
	1 to 2000	86.28	91.08	95.87	
		Contract Period (Years or End Date)			
		Existing Contract Term			
Existing Municipal	Contract Volume (AF)	CP			CP = Contract Price calculated as per existing contract terms w/Budget Data
	As Specified in Existing Contract(s)				
		Contract Period (Years or End Date)			
		Contract Term (all end in 2041)			
Environmental Recreational	Contract Volume (AF)	47.93			
	1 to 2000				
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Agricultural	Contract Volume (AF)				
	1 to 2000	30.20	31.88	33.55	
		Contract Period (Years)			
		40 years			
Augmentation	Contract Type	223.63			Greater than 10 AF requires Approval by UYWCD BOD. Yampa Augmentation Plan Water May be Contract from Yamcolo Reservoir at the same price.
	Non-commercial / Non-Industrial				
	Commercial / Industrial	262.00			
		Small		Large	
	Application Fee	600.00		2000.00	
	Assignment Fee	600.00		600.00	
Amendment Fee	600.00		600.00		

CPI
7.46%

Proposed 01/18/2023
Stagecoach Reservoir Water Contract Pricing

Appendix B

Contract Category		All Prices = \$ per AF/year Earliest Contract Year = 2023			Notes:
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Industrial	Contract Volume (AF)				
	1 to 2000	142.39	150.30	158.21	
		Contract Period (Years or End Date)			
		11 to 40 years	6 to 10 years	1 to 5 years	
New Municipal	Contract Volume (AF)				Municipal contract period terms detailed in section 4 g (i) of Stagecoach Water Marketing Policy
	1 to 2000	92.72	97.87	103.02	
		Contract Period (Years or End Date)			
		Existing Contract Term			
Existing Municipal	Contract Volume (AF)	CP			CP = Contract Price calculated as per existing contract terms w/Budget Data
	As Specified in Existing Contract(s)				
		Contract Period (Years or End Date)			
		Contract Term (all end in 2041)			
Environmental Recreational	Contract Volume (AF)	51.51			
	1 to 2000				
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
Agricultural	Contract Volume (AF)				
	1 to 2000	32.45	34.25	36.06	
		Contract Period (Years)			
		40 years			
Augmentation	Contract Type	240.31			Greater than 10 AF requires Approval by UYWCD BOD. Yampa Augmentation Plan Water May be Contract from Yamcolo Reservoir at the same price.
	Non-commercial / Non-Industrial				
	Commercial / Industrial	281.55			
		Small		Large	
	Application Fee	600.00		2000.00	
	Assignment Fee	600.00		600.00	
Amendment Fee	600.00		600.00		

**Table 2: Yamcolo Reservoir 2022 New Water Contract Pricing
Proposed 1/18/23**

All Prices = \$ per AF/year

Contract Category	2022 Actual Price	CPI	2023 Proposed Price
Municipal	\$91.42	7.46%	\$98.24
Agricultural (Individual)	\$11.75	7.46%	\$12.63

Table 3

Adopted by UYWCD BOD: 07/20/2022 - Revised 12/12/2022 Elk River Augmentation Plan Water Contract Pricing (Steamboat Lake)					
Appendix B					
		Contract Period (Years)		Greater than 10 AF requires Approval by UYWCD BOD	
		40 years			
Augmentation	Contract Type				
	Non-commercial / Non-Industrial		223.63		
	Commercial / Industrial		262.00		
		Small		Large	
	Application Fee	600.00		2000.00	
Assignment Fee	600.00		600.00		
Amendment Fee	600.00		600.00		

CPI
7.46%

Proposed 01/18/2023 Elk River Augmentation Plan Water Contract Pricing (Steamboat Lake)					
Appendix B					
		Contract Period (Years)		Greater than 10 AF requires Approval by UYWCD BOD	
		40 years			
Augmentation	Contract Type				
	Non-commercial / Non-Industrial		240.31		
	Commercial / Industrial		281.55		
		Small		Large	
	Application Fee	600.00		2000.00	
Assignment Fee	600.00		600.00		
Amendment Fee	600.00		600.00		





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/09/2023

Item: Yampa and Elk River Augmentation Plans Service Contracts Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District's (UYWCD) purpose is to conserve, develop, and stabilize supplies of water for domestic, irrigation, manufacturing, and other beneficial uses and by the construction of works for such purposes. The UYWCD also plans for and assists with the development of water resources of the UYWCD for municipal, domestic, industrial, recreational, and other beneficial uses of water resources within the District among other purposes. The UYWCD's water rights include rights to Stagecoach and Yamcolo reservoir water among others.

The UYWCD is authorized to appropriate water rights and initiate and implement plans for augmentation for the benefit of water users within the UYWCD's boundaries. Water is available to provide contracts to UYWCD constituents to augment their out-of-priority depletions pursuant to the Augmentation Decrees of the District Court for Water Division No. 6, Case No. 06CW049 (Yampa River Supply) and 15CW3058 (Elk River Supply). The UYWCD's Board of Directors (BOD) has approved the marketing of such water and other UYWCD water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program.

Information about the authorities approved by the UYWCD BOD, definitions of terms used for the UYWCD Augmentation Plans, and summary contract data are included with this communication for reference.

II. Summary:

1. Authorities: The authorities approved by the UYWCD BOD under the Water Marketing Policies for the District's Augmentation Service Plans for the Yampa and Elk Rivers are as follows:



- a. The General Manager is delegated the authority of the Board to implement and administer this Policy and the issuance of the augmentation contracts made pursuant to this Policy for Small Applications and Small Commercial Applications as defined in this Policy not exceeding 10 acre feet per year, and authority to approve assignments of all contracts issued for both Small and Large Applications. The General Counsel shall assist in the negotiation and drafting of the contracts.
- b. The Board retains authority to approve Large Applications and Large Commercial Applications along with all other powers not specifically delegated.

2. UYWCD Augmentation Plan Definitions:

- a. “Large Applications”: A contract application to the UYWCD to augment uses, other than commercial or industrial uses, with a planned average daily diversion rate in excess of 112 gallons per minute (0.25 c.f.s.) or that identifies planned total annual diversions exceeding thirty (30) acre feet per year.
- b. “Large Commercial Applications”: A contract application to the UYWCD to augment commercial or industrial uses that either exceeds a planned average daily diversion rate of 15 gallons per minute or for which the following commercial (Equivalent Residential Unit) EQR ratings do not apply, or both:
 - Office = 0.6 EQR/1,000 square feet.
 - Warehouse – 0.30 EQR/1,000 square feet.
 - Retail Sales = 0.60 EQR/1,000 square feet.
- c. “Small Applications”: A contract application to the District to augment commercial or industrial uses with planned diversions not to exceed an average daily diversion rate of 15 gallons per minute and for which the diversion and depletion criteria detailed in paragraphs 9.A through 9.E of the Augmentation Decree apply, or to augment any other uses with planned diversions not to exceed 112 gallons per minute (0.25 c.f.s.) or that identifies planned total annual diversions not exceeding thirty (30) acre feet per year and for which the diversion and depletion criteria detailed in paragraphs 9.A through 9.E of the Augmentation Decree apply.
- d. “Small Commercial Applications”: A contract application to the UYWCD to augment commercial or industrial uses that does not exceed a planned average daily diversion rate of 15 gallons per minute and for which the following commercial EQR ratings apply:
 - Office = 0.6 EQR/1,000 square feet.
 - Warehouse – 0.30 EQR/1,000 square feet.
 - Retail Sales = 0.60 EQR/1,000 square feet.



e. Uses:

- i. “Commercial Use”: Water for motels, hotels, restaurants, office buildings, shops stores and other commercial facilities, military and nonmilitary institutions, and water for off-stream fish hatcheries.
- ii. “Domestic Use”: The use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners’ associations, or other entities used for all such indoor household purposes as drinking, food preparation, bathing, washing clothes and dishes, flushing toilets, and such outdoor purposes as watering lawns and gardens, excepting only the commercial, industrial and irrigation uses of water defined.
- iii. “Industrial Use”: Water used for fabrication, processing, washing, and cooling, and includes such industries as chemical and allied products, food, mining, paper and allied products, petroleum refining, and steel, including cooling system, cooling-system type, mining water use, public-supply deliveries, public-supply water use, self-supplied water use, and thermoelectric-power water use.
- iv. “Irrigation Use”: Water that is applied by an irrigation system to assist in the growing of crops and pastures or to maintain vegetative growth in recreational lands such as parks and golf courses including water that is applied for pre-irrigation, frost protection, chemical application, weed control, field preparation, crop cooling, harvesting, dust suppression, the leaching of salts from the root zone, and water lost in conveyance.
- v. “Livestock Use”: Water used to water domesticated livestock such as cattle or horses, such use shall require 11 gallons of water per day per head and is considered 100% consumptive.
- vi. “Recreation Use”: The use of water to replace the evaporative loss from ponds, reservoirs, stream channels, spas, pools and similar water feature

III. Staff Recommendation:

NA

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

UYWCD SP Goal 4.2

Attachments:

Attachment 1: Yampa and Elk River Augmentation Plans Contract Summary

Yampa and Elk River Augmentation Plans Contract Summary

Yampa River Augmentation Plan

Contract ID	Contractor	Reservoir Source	Yampa River Service Area	Contract Volume (AF)	Application Type	Augmented Use	Contract Signed Date	Contract Start Year	Contract End Year	Contract Recorded Assign Date
A1-001	Brady Glauthier & Bridget Hiles	Stagecoach	A-1	1.20	Small	Domestic, irrigation	3/8/2022	2022	2062	5/2/2022
A1-002	Steve & Monica Alm	Stagecoach	A-1	1.00	Small	Domestic, irrigation	3/8/2022	2022	2062	6/1/2022
A1-003	Susan & Bradley Smith	Stagecoach	A-1	1.00	Small	Domestic, irrigation	4/11/2022	2022	2062	6/2/2022
A1-004	Brett & Tera Luedde	Stagecoach	A-1	1.00	Small	Domestic, irrigation	4/11/2022	2022	2062	6/3/2022
A1-005	David Kulberg	Stagecoach	A-1	1.00	Small	Domestic, irrigation	4/11/2022	2022	2062	5/27/2022
A1-006	Carrie Easton	Stagecoach	A-1	1.00	Small	Domestic, irrigation	6/9/2022	2022	2062	
A1-007	John & Susan Knill	Stagecoach	A-1	1.00	Small	Domestic, irrigation	6/2/2022	2022	2062	
A1-008	Mark & Lindsay Stepp	Stagecoach	A-1	1.30	Small	Domestic, Irrigation, Recreation	7/8/2022	2022	2062	
A1-009	Tad & Jennifer Hayashi & Janice Rigmaiden	Stagecoach	A-1	1.00	Small	Domestic, Irrigation, Recreation	10/6/2022	2022	2062	
A2-001	Gayle Dudley	Stagecoach	A-2	2.16	Small	Recreation	5/12/2011	2011	2051	
A2-002	Walton Creek, LLC	Stagecoach	A-2	1.20	Small	Domestic, Irrigation, Recreation	8/3/2011	2011	2051	
A2-003	Amethyst Ranch, LLC No. 1	Stagecoach	A-2	0.40	Small Commercial	Commercial	1/10/2012	2012	2052	
A2-004	Elizabeth Rostermund	Stagecoach	A-2	0.40	Small	Irrigation	9/2/2015	2015	2055	
A2-005	Amethyst Ranch, LLC No. 2	Stagecoach	A-2	0.80	Small Commercial	Commercial, Domestic, Irrigation	7/3/2014	2014	2054	
A2-006	Yampa Realty Holdings, LLC	Stagecoach	A-2	17.30	Small	Domestic, Irrigation, Recreation	10/9/2014 (original) 9/18/2015 (amended - add'l water)	2014	2054	
A2-007-ASGNMT Pending	Buku Land Company, LLC	Stagecoach	A-3	1.70	Small Commercial	Commercial, Irrigation, Livestock, Fire Suppression	8/4/2016	2016	2056	
A2-008	STARS	Stagecoach	A-2	1.20	Small Commercial	Irrigation, Livestock, Commercial, Recreation	4/5/2018	2018	2058	
A2-011	Robert Broadnax	Stagecoach	A-2	3.00	Small	Domestic, Recreation, Livestock	5/10/2021	2021	2061	
A2-012	Paul & Susan Hubbell	Stagecoach	A-2	0.10	Small	Domestic, Irrigation	2/22/2021	2021	2061	
A2-013	Douglas Snyder Trust	Stagecoach	A-2	3.60	Small	Recreation, Livestock	9/22/2021	2021	2061	
A2-014	City of Steamboat Springs (Lufkin Well)	Stagecoach	A-2	0.20	Small Commercial	Commercial	8/25/2021	2021	2061	
A2-015	Cory & Lauren Gerken - new assignment	Stagecoach	A-2	2.20	Small	Domestic, irrigation, Recreation	6/15/2021	2021	2061	12/12/2022
A2-016	Ferruginous LLC	Stagecoach	A-2	1.60	Small Commercial	Commercial, Domestic, Irrigation, Livestock	8/9/2021	2021	2061	
A2-017	CG 17 LLC	Stagecoach	A-2	0.20	Small	Domestic, Irrigation, Livestock	9/21/2021	2021	2061	
A2-018	William (Bill) Gay	Stagecoach	A-2	2.80	Small	Recreation (3 ponds) & Livestock	8/2/2022	2022	2062	
A3-001	Stone Yard LLC	Stagecoach	A-3	2.60	Small	Irrigation, Recreation	3/19/2015	2015	2055	
A3-009	KTH Enterprises	Stagecoach	A-3	3.03	Small	Domestic	7/6/2020	2020	2060	
A3-010- ASGNMT Pending	Whitehaven LLC	Stagecoach	A-3	0.50	Small	Domestic	9/24/2021	2021	2061	
A3-011	Amy & John Asta - Contract Terminated	Stagecoach	A-3		Small	Domestic, Irrigation	8/31/2021	2021	2061	Terminated 10.28.22
A3-012	Jenny Schmidt & Aaron Solomon	Stagecoach	A-3	0.10	Small	Domestic, Irrigation	6/20/2022	2022	2062	
A4-001	Flanders Ranch, LLC	Stagecoach	A-4	2.00	Small	Domestic, Irrigation, Livestock	9/1/2021	2021	2061	

Total Volume Stagecoach = 56.590 AF

Total Volume Yamcolo = 0.000 AF

Elk River Augmentation Plan

Contract ID	Contractor	Reservoir Source	Elk River Service Area	Contract Volume (AF)	Application Type	Augmented Use	Contract Signed Date	Contract Start Year	Contract End Year	Contract Assign Date
E-A1-001	CCJG Ranch LLC	Steamboat Lake	A-1	2.2	Small	Recreation (pond)	10/18/2021	2021	2061	
E-A1-002	John Klein	Steamboat Lake	A-1	0.1	Small	Domestic, Irrigation	4/4/2022	2022	2062	
E-A1-003	Home Ranch LLC - new contract	Steamboat Lake	A-1	9.9	Small	Domestic, Irrigation, Recreation, Livestock, Other	12/7/2022	2022	2062	
E-A1-004	Michael & Nikki Rusconi - new contract	Steamboat Lake	A-1	1.5	Small	Domestic, Irrigation, Recreation, Livestock	12/7/2022	2022	2062	
									40	

Total Volume STMBT Lake = 13.740 AF





BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: January 18, 2023

Item: 2023 Financial Audit Schedule

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Throughout the fiscal year, District staff carries out the accounting of the District's financial activities adhering to Generally Accepted Accounting Principles in the United States of America (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB). As a local government administering public funds the District is subject to Colorado Auditing Standards and is required to undergo an annual audit of its financial books.

In the year 2020 the District engaged services from Watson Coon Ryan LLC (Watson Coon Ryan), a Colorado firm that focuses in governmental auditing best practices. The District's 2020 and 2021 financial books were successfully audited. At the September 22, 2022 BOD meeting the Board chose to reengage auditing services from Watson Coon Ryan for the 2022 fiscal year audit.

The audit schedule that is being proposed is similar to last year's; as follows:

- January 31 to February 3, 2023, specific date TBD, kick-off meeting with Auditor.
- February 2023, field work.
- March 3, 2023, initial draft released for Accountant's review.
- March 16, 2023, review of *preliminary draft* with auditor and directors, if needed.
- April 10th or May 8th, *final draft* released for Directors' review.
- April 19th or May 17th *final draft* presented by Auditor.

II. Summary and Alternatives: None.

III. Staff Recommendation: Accept schedule

IV. Legal Issues: None

V. Consistency with Board Goals and Policies: Goal 3.

Attachments: None.



BOARD COMMUNICATION FORM

From: Bob Weiss, General Counsel

Date: January 9, 2023

Item: 2023 Posting of Meeting Notices

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

State law authorizes the District to designate annually the posting place for notice of Board meetings at the first regular Board meeting of each calendar year. The Open Meetings Law was amended in the 2019 Legislative Session to state the intent of the General Assembly that local governmental entities transition from posting physical notices of public meetings in physical locations to posting notices on a website, social media account, or other official online presence of the local government to the greatest extent practicable and to provide that a local public body shall be deemed to have given full and timely notice of a public meeting if the local public body posts the notice, with specific agenda information if available, no less than twenty-four hours prior to the holding of the meeting on a public website of the local public body. Physical posting is also allowed but no longer legally required. State law also requires that if the District decides to provide official notice of meetings on its website it shall provide the address of the website to the department of local affairs for inclusion in the inventory maintained by it for that purpose.

II. Summary and Alternatives: The District is not yet required by State Law to make its website the official posting location but it is clear that this is the strong preference of the Legislature. The Board could continue to require physical posting of meeting notices either as the official posting location or in addition to the website. The Resolution before you allows but does not require physical posting except in exigent circumstances when on-line posting is not available.

III. Staff Recommendation: Staff recommends that the Board adopt the Resolution as proposed.

IV. Legal Issues: The Resolution complies with Colorado law.

V. Consistency with Board Goals and Policies: The proposed Resolution is consistent with the District's Strategic Plan and Board manual.

VI. Fiscal Impact: The proposed Resolution would not have a significant direct financial impact.

Attachment: Resolution 2023-1- Resolution Designated Posting Place

RESOLUTION No. 2023-1
UPPER YAMPA WATER CONSERVANCY DISTRICT
RESOLUTION DESIGNATING POSTING PLACE

WHEREAS, CRS Section 24-6-402 (2)(c) authorizes local public bodies to designate annually a posting place for notice of meetings; and

WHEREAS, local public bodies are encouraged under CRS Section 24-6-402 (2)(c)(II) to transition from the posting of physical meeting notices to posting meeting notices on a website accessible to the public, and

WHEREAS, the Board of Directors of Upper Yampa Water Conservancy District desires to designate posting places for 2023.

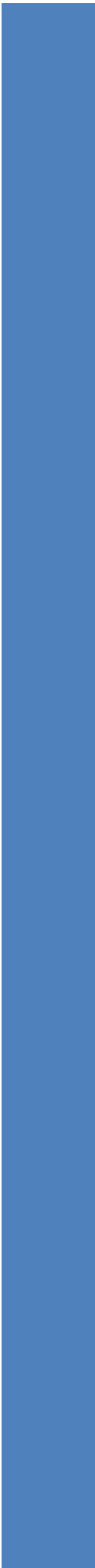
NOW THEREFORE, be it resolved by the Board of Directors of Upper Yampa Water Conservancy District that the notice of meetings shall be posted on the District's public website at <https://upperyampawater.com/agendas-and-meeting-documents/>. Notice of meetings may also be physically posted at the Offices of the Upper Yampa Water Conservancy District, 2220 Curve Plaza, Steamboat Springs, Colorado 80487, except that nothing in this section shall be construed to require such other posting. If exigent or emergency circumstances such as a power outage or an interruption in internet service prevents the public from accessing the notice online a notice of the meeting shall be physically posted at such District offices.

Read, adopted and approved this 18th day of January 2023.

Doug Monger, President of the Board

ATTEST:

Andy Rossi, General Manager and Secretary of the Board





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/06/23

Item: UYWCD - Town of Oak Creek Grant Funding Contract Date Extension

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

In February of 2022, the Upper Yampa Water Conservancy District (UYWCD) approved a funding grant award of \$80,000 to the Town of Oak Creek for the Engineering Design of repairs and improvements to made to Sheriff Reservoir. The design process for the project has taken longer than originally estimated due to prolonged regulatory agency interaction.

In December 2022, the Town of Oak Creek requested an extension of the project completion date as per section 4 B of the original funding contract. The requested new project completion date is January 1, 2024.

II. Staff Recommendation:

Revise the original UYWCD - Town of Oak Creek Grant Funding Contract, sections 1. B., 4. A., and 4. B. as follows:

- 1. B.** *The estimated date for commencement of the Project is May 15, 2022. The estimated date for the completion of the Project is ~~May 1, 2023~~ January 1, 2024. Awardee shall repay the full amount of any funds received from UYWCD if the Project is not commenced on or before November 30, 2022.*

- 4. B.** *If completion of the Project is interrupted or delayed beyond the estimated completion date stated in subparagraph 1.B above, Awardee shall notify the UYWCD on or before ~~January 1, 2023~~ November 1, 2023, and request a Contract Amendment to extend the estimated completion date.*



4. C. *Awardee shall not be eligible for final payment if the UYWCD does not receive either a completed request for final payment, or a request for a Contract Amendment to extend the estimated completion date, on or before ~~January 31, 2023~~ January 1, 2024.*

III. Legal Issues:

Contracts with government/public agencies must be approved by the UYWCD Board of Directors

Attachments:

Attachment 1: Original UYWCD - Town of Oak Creek Grant Funding Contract

Attachment 2: Revised Project Scheduling Memo

Upper Yampa Water Conservancy District Funding Contract

This Funding Contract is made and entered into by and between the UPPER YAMPA WATER CONSERVANCY DISTRICT (herein the "UYWCD") and the TOWN OF OAK CREEK (herein "Awardee"), individually, a "Party" and together, the "Parties" effective as of the date of execution hereof by both Parties.

RECITALS

- A. UYWCD is a Colorado Water Conservancy District formed pursuant to sections 37-45-101 through 153, C.R.S.
- B. Awardee is a municipality organized under the laws of Colorado.
- C. Awardee proposes to complete the project described herein and has made a request to the UYWCD for financial assistance pursuant to and in compliance with the UYWCD's by-laws and guidelines.
- D. The UYWCD has reviewed the Awardee's project proposal pursuant to its by-laws and guidelines and desires to assist with the funding of the project subject to the terms and conditions of this Contract, and Awardee desires to receive such financial assistance from the UYWCD 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.

1. Awardee's Project Plan and Budget. The Awardee shall, in a satisfactory manner as determined by the UYWCD, use the UYWCD's funding consistent with the Project Plan and Budget ("Project") as described herein and attached as Exhibit A. The funding provided by the UYWCD to Awardee shall be used only for the Project. In the event the Awardee needs or desires to make changes to the Project as described in Exhibit A, any expenditures of UYWCD's funds for such changes shall be contingent on the prior written approval of the change by UYWCD.

- A. The total cost of the Project is estimated by Awardee to be **\$320,160.00** as documented in Exhibit A.1 (Budget).
 - B. The estimated date for commencement of the Project is **May 15, 2022**. The estimated date for the completion of the Project is **May 1, 2023**. Awardee shall repay the full amount of any funds received from UYWCD if the Project is not commenced on or before **November 30, 2022**.
2. UYWCD's Financial Assistance.

A. UYWCD agrees to provide financial assistance to the Awardee in an amount not to exceed **\$80,000.00** (the "Total Award"). Payment of the Total Award shall be made in installments as follows:

- (1) Within thirty (30) days after Awardee complies with subparagraph 5.C below by providing the UYWCD with the required certificates of insurance, the UYWCD will forward to Awardee \$20,000.00, which constitutes twenty-five (25%) of the Total Award.
- (2) Once the Contract has been fully executed by both Parties, and all other required documentation has been received, fifty percent (50%) of the Total Award will be paid through "progress payments" in two twenty-five percent (25%) increments of \$20,000.00 each at the following times:
 - 25% at 30 days after 25% completion of project engineering plans
 - 25% at 30 days after 75% completion of project engineering plans and prior to submission of project engineering plans to the State Engineer's Office.

The remaining twenty-five percent (25%) will be paid upon a determination that the Project is substantially complete and the UYWCD has received a request for final payment including all required documentation from the Awardee in accordance with Paragraph 5, below.

- (3) Within thirty (30) days of Awardee submitting a request for final payment, pursuant to Paragraph 4 hereof, the UYWCD will forward to Awardee the remaining amount of the Total Award.

B. If determined necessary, the UYWCD will issue Awardee an IRS 1099 form and other applicable federal or state revenue reporting forms for each year in which funds are distributed pursuant to this Contract. Awardee is and shall be solely liable and responsible for any federal and state taxes applicable to this Contract and any financial assistance received hereunder. Within the limitations of the Colorado Constitution and statutes Awardee shall indemnify the UYWCD for any liability resulting from non-payment of such taxes.

3. Awardee's Compliance with Applicable Local, State, and Federal Laws. The work performed pursuant to this Contract shall comply, at all times, with all applicable local, state, and federal laws and regulations. Not by way of limitation of the foregoing, it is specifically agreed that neither Awardee 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.

A. Compliance with C.R.S. § 8-17.5-102:

- (1) Awardee shall not knowingly employ or contract with a worker without authorization to perform the Work.
- (2) Awardee shall not enter into a contract with a subcontractor that fails to certify that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform the Work.
- (3) Awardee will participate in the e-verify program¹ or department program² in order to confirm the eligibility of all employees who are newly hired for employment to perform the Work.
- (4) Awardee shall not use the e-verify program or department program to undertake pre-employment screening of job applicants during the term of this Agreement.
- (5) Awardee obtains actual knowledge that a subcontractor performing the Work knowingly employs or contracts with a worker without authorization, the Awardee shall:
 - i) Notify the subcontractor and the UYWCD within three days that the Awardee has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - ii) Terminate the subcontract if the subcontractor does not stop employing or contracting with the worker without authorization within three days of receiving such information. If the subcontractor provides information to establish that the subcontractor did not knowingly employ or contract with a worker without authorization, then the Awardee shall not terminate the subcontract.
- (6) Awardee shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation of whether Awardee or a subcontractor has hired a worker without authorization alien.
- (7) If Awardee violates any of the terms of this section, or otherwise fails to comply with C.R.S. § 8-17.5-102, the UYWCD may terminate the Agreement for breach of contract and the Awardee shall be liable for actual and consequential damages to the UYWCD.

¹ E-verify program means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States department of homeland security and the social security administration, or its successor program.

² Department program means the employment verification program established pursuant to C.R.S. §8-17.5-102(5)(c), as amended by HB 21-105, effective September 7, 2021.

4. Final Payment and Repayment of UYWCD Funding.

- A. Within thirty (30) days after completion of the Project, Awardee shall submit to the UYWCD a request for final payment. Timely submission shall be required for final payment pursuant to subparagraph 2.A.3. above.
- B. If completion of the Project is interrupted or delayed beyond the estimated completion date stated in subparagraph 1.B above, Awardee shall notify the UYWCD on or before **January 1, 2023**, and request a Contract Amendment to extend the estimated completion date.
- C. Awardee shall not be eligible for final payment if the UYWCD does not receive either a completed request for final payment, or a request for a Contract Amendment to extend the estimated completion date, on or before **January 31, 2023**.

5. Awardee's Additional Responsibilities and Liabilities.

- A. Awardee 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. Awardee 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 Awardee in connection with the Project and for the acts, errors and omissions of the Project's owners and users. Within the limitations of the Colorado Constitution and statutes, Awardee agrees to indemnify, hold harmless, and defend the UYWCD and its directors, officers, employees, agents, and attorneys for the actions, errors and omissions of Awardee and Awardee's employees, consultants, agents, and any other persons employed or retained on behalf of Awardee in the performance of this Contract and for the acts, errors and omissions of the Project's owners and users. The parties recognize that Awardee and the UYWCD are governmental entities subject to the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* Neither Party waives, and both Parties are relying upon, the immunities, limitations of liability and protections of that Act.
- C. At its sole cost Awardee, or at contractor(s) cost, shall purchase and maintain in effect through Project completion insurance which will protect it and the UYWCD from claims which may arise out of, result from or be related to Awardee's performance of the work on the Project, whether such performance be by itself or by anyone directly or indirectly retained or employed by Awardee 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:
 - (1) Commercial General Liability:

- i) Bodily Injury and Property Damage:
\$2,000,000 each occurrence/\$2,000,000 aggregate
 - ii) Personal Injury:
\$2,000,000 each occurrence/\$2,000,000 aggregate
 - (2) Commercial Automobile Liability:
 - i) Bodily Injury & Property Damage:
\$2,000,000 any one accident or loss
 - (3) Workers' Compensation and Employer's Liability:
 - i) Compensation: Statutory
 - ii) 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 UYWCD named as additional insured. To the extent Awardee is providing the required insurances, the Parties agree Awardee's membership in the Colorado Intergovernmental Risk Sharing Association (CIRSA) satisfies that obligation. If Awardee's Contractor is providing the necessary insurance Awardee shall also be named an additional insured. Awardee shall supply the UYWCD with a certificate of each insurance policy required herein at least thirty (30) days prior to the estimated commencement date stated in subparagraph 1.b above, unless otherwise agreed upon by the parties. 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 UYWCD.

Neither Awardee nor UYWCD intend by this Contract to create a multi-year fiscal obligation of either Party. All financial obligations of the Parties are subject to appropriation of funds in years subsequent to the current fiscal year.

6. Authorized Representatives.

- A. The UYWCD designates Andy Rossi, as its representative for primary contact for the UYWCD in connection with this Contract. The address, telephone number and email address for notices and communications is: 2220 Curve Plaza, Suite 201, P.O. Box 77529, Steamboat Springs, Colorado 80477, phone: (970) 871-1035, arossi@upperyampawater.com.
- B. Awardee designates David Torgler, Town of Oak Creek, as its representative to act for Awardee in connection with this Contract. The address, telephone number and email address for notices and communications is: 129 Nancy Crawford Blvd., P.O. Box 128, Oak Creek, Colorado 80467, phone: (970)

7. Miscellaneous.

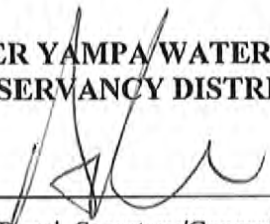
- A. Assignment. This Contract involves the grant of public money. Consequently, this Contract shall not be assigned by Awardee without the UYWCD's prior written approval, which may be withheld in the UYWCD's sole discretion. Consistent with Paragraph 7.D, the Awardee's engaging of a professional engineering firm, as well as other experts, is not an assignment of this Contract, and instead represents the Awardee's action in performing its obligations hereunder.
- 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 legal partnership, joint venture, or similar relationship between the UYWCD and Awardee 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 UYWCD and Awardee, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other 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 UYWCD's Responsibilities. The UYWCD's involvement with the Project's construction and operation shall be limited to payment of the above sum to Awardee. The UYWCD shall not be responsible for or in control of the Project's feasibility, implementation, operation, maintenance, repair, or replacement.
- E. Remedies. If Awardee is in breach or default of any obligation under this Contract, the UYWCD may give Awardee written notice of such breach or default. Upon receipt of such notice, within thirty (30) days Awardee shall both cure such breach or default and provide the UYWCD evidence of such cure. If Awardee fails to cure any such breach or default within thirty (30) days, the UYWCD may terminate this Contract and Awardee shall be required to promptly repay to the UYWCD the full amount of any grant funds received. In any action for breach or for enforcement of this Contract, the UYWCD shall be entitled to recover its attorney's fees and litigation costs. Other than as set forth at Subparagraph 3(A)(7), neither Party may claim or be entitled to any form of damages, whether economic, actual, compensatory, punitive, or consequential. The Parties' remedies under this Contract are limited to enforcement of the same by injunction or mandamus.
- 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 6. 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.

**UPPER YAMPA WATER
CONSERVANCY DISTRICT**

By: 
Andy Rossi, Secretary/General Manager

Date: 2/25/22

TOWN OF OAK CREEK

By: 
Nikki Knoebel, Mayor





December 7, 2022

David Torgler, Town Administrator
Town of Oak Creek
PO Box 128
Oak Creek, Colorado 80477

RE: Sheriff Dam Rehabilitation Final Design – Schedule Update

Dear David:

This letter summarizes our conversations from last Friday regarding the updated Sheriff Reservoir Dam final design schedule. The updated final design and outlet works replacement schedule is attached. The final design work was initiated in July of 2022 and the 30 percent design submittal and review meeting was completed on schedule in October of 2022. At that time, the Colorado State Engineer's Office (SEO) requested that the Town of Oak Creek complete a Comprehensive Dam Safety Evaluation (CDSE) for Sheriff Reservoir Dam. The SEO has recently started performing this CDSE risk analysis process for every high hazard dam in Colorado. This risk-based evaluation ensures that no additional potential dam failure modes are overlooked when an owner expends significant funds to rehabilitate a dam. The CDSE process and report were paid for by the SEO with other federal and state grant funds. It is our opinion that the CDSE process will ultimately save the Town of Oak Creek millions of dollars in spillway replacement construction costs. However, taking the time to complete the CDSE process and report has delayed the final design engineering work schedule.

The grant funds obtained from the Department of Local Affairs (DOLA) and the Yampa/White/Green Basin Roundtable were used to obtain an SEO approved design for the outlet works gate replacement project and purchase the new outlet works gate. These funds also used the SEO latest precipitation and soil moisture accounting methods to reduce the spillway width from a very complicated, 175-foot-wide, labyrinth spillway to a much simpler 100-foot-wide spillway. Through the CDSE process, we believe that the SEO would now allow a spillway design flood lower than the probable maximum flood, which could potentially reduce the spillway width further from 100 feet to about 60 feet. Each of these spillway reductions significantly reduces the ultimate cost of the project by reducing the amount of expensive concrete required. However, the CDSE process did identify a foundation liquefaction issue that will require some additional geophysics work to resolve this issue. Now that the dam is snow covered, the geophysics work cannot be completed until June of next year, which effectively delays the final design submittal date to the SEO for approval until September of next year. Due to the timing of the design submittal, the SEO's review is expected to take longer because when the design is submitted for review, the SEO will still be completing their

field season and dam inspections. We had originally scheduled the design submittal to occur during the winter months when the SEO is not doing field work and can focus on the design review.

The attached revised schedule also allows us to assist the Town of Oak Creek solicit Construction Management/General Contractor (CM/GC) construction proposals from construction contractors early in 2023. The CM/GC approach allows the Town to effectively establish a Guaranteed Maximum Price (GMP) for both the outlet works gate replacement construction in the fall of 2023 and for the spillway and dam modification work that could start in 2024. Establishing a firm 2024 construction price for the spillway and dam modifications will be important to help the Town of Oak Creek obtain federal, state, and local grants to finance the 2024 construction.

Although this revised approach extends the final design work by about 14 months, the work to date has reduced the final construction cost by millions of dollars and will allow a complete rehabilitation of the dam that will maintain the valuable water in Sheriff Reservoir for future generations while significantly reducing the current dam failure risks.

We appreciate your understanding and patience with this challenging project. We understand that the Town has limited funds and we will continue to work hard to help the Town of Oak Creek leverage these scarce funds to increase the reliability of the water supply in Sheriff Reservoir while reducing the Town's risk of operating the reservoir.

Please don't hesitate to call if we can provide any further clarifications to this letter.

Sincerely,

W. W. Wheeler & Associates, Inc.



Stephen L. Jamieson, P.E., Project Manager

Sheriff Reservoir Dam - Updated Design Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	2022			2023			2024								
						Jun	Jul	Aug	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024					
1																				
2		30% Design	75 days	Mon 7/4/22	Fri 10/14/22															
3		State CDSE Review	55 days	Mon 10/17/22	Fri 12/30/22															
4		CM/GC Contractor Selection	45 days	Mon 12/5/22	Fri 2/3/23															
5																				
6		Spillway/Embankment Final Design	295 days	Mon 1/2/23	Fri 2/16/24															
7		Confirm Spillway Size w/ SEO	20 days	Mon 1/2/23	Fri 1/27/23															
8		Complete 60% Design	65 days	Mon 1/2/23	Fri 3/31/23															
9		60% Design Review	15 days	Mon 4/3/23	Fri 4/21/23															
10		Complete 90% Design	95 days	Mon 4/24/23	Fri 9/1/23															
11		Optional Geophysics Work	20 days	Mon 6/5/23	Fri 6/30/23															
12		SEO Review	120 days	Mon 9/4/23	Fri 2/16/24															
13																				
14		Outlet Works Construction	145 days	Mon 2/6/23	Fri 8/25/23															
15		Finalize Outlet Works Construction Cost	40 days	Mon 2/6/23	Fri 3/31/23															
16		Outlet Works Construction	40 days	Mon 7/3/23	Fri 8/25/23															

Project: Sheriff_Schedule_slj
Date: Thu 12/1/22

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 01/09/23

Item: Update on Lower Yampa River Augmentation Water Supply Analysis

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

An update on a recently completed Lower Yampa River Basin Augmentation Water Supply Analysis was presented by a representative from Moffat County. At the November 2022 UYWCD Board of Directors meeting. Additional information is presented in response to questions from the UYWCD BOD. A verbal discussion of the additional information will be led by Andy Rossi.

II. Staff Recommendation:

None

III. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

UYWCD SP Objective 4.3

Attchmens:

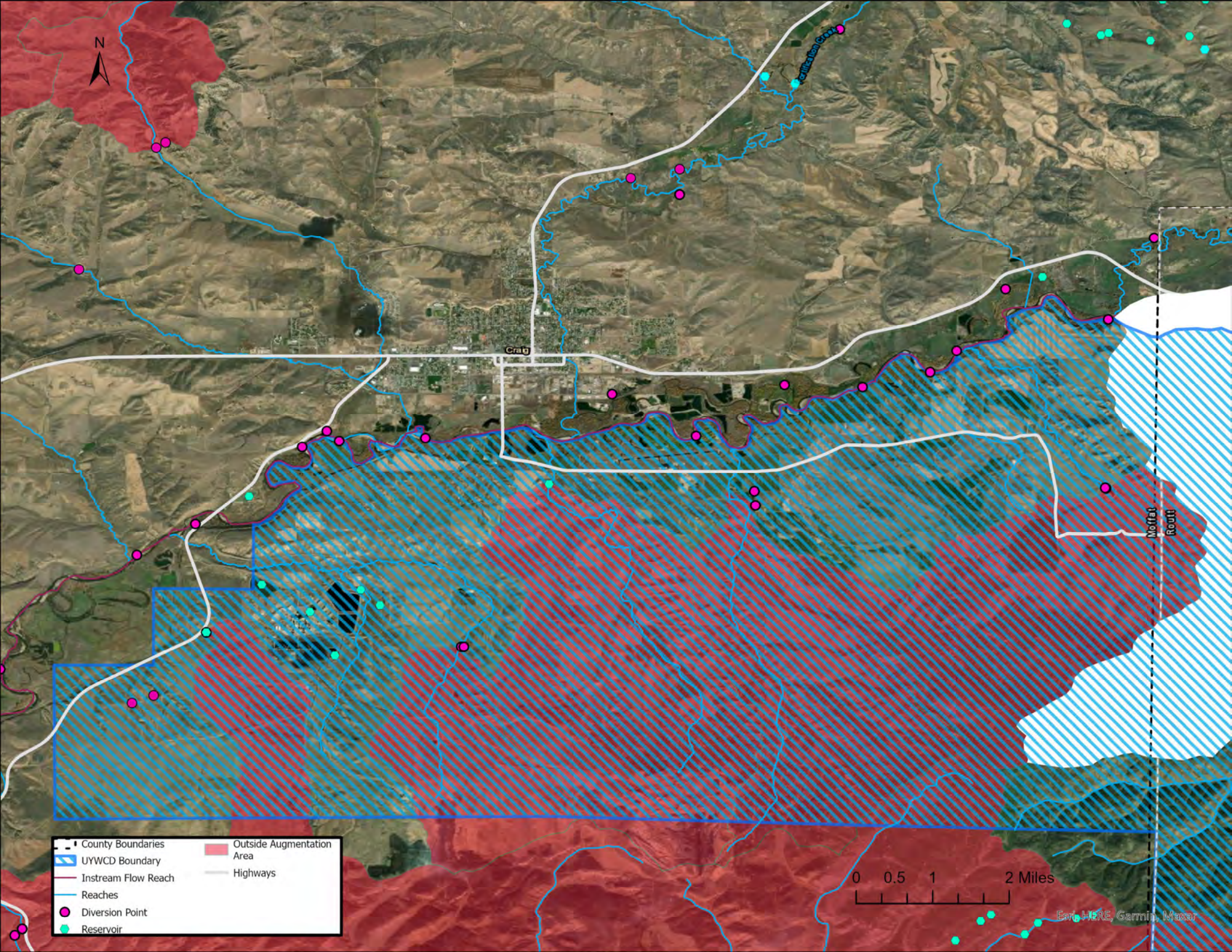
1. SUMMARY, UYWCD August 2022 property valuations, 2023 projected revenues, Moffat County
2. Map of Moffat County Augmentation Gaps within UYWCD District Boundary

DRAFT: WORKING DOCUMENT FOR DISCUSSION PURPOSES.

SUMMARY, UYWCD August 2022 property valuations, 2023 projected revenues, Moffat County*

<i>Property Type, Code</i>	<i>Property Type</i>	<i>Net Total Taxable Assessed Valuation (August 2022 for '23 valuations)</i>	<i>Levy</i>	<i>Expected Revenues</i>	<i>Share of Contribution</i>
02+11	Residential & Multi Family	2,696,750	1.82	\$ 4,908	2%
03	Commercial Property	557,849	1.82	\$ 1,015	0%
01	Vacant Land	82,710	1.82	\$ 151	0%
05+13	Agricultural	761,653	1.82	\$ 1,386	0%
Subtotal non industrial		4,098,962		\$ 7,460	2%
	Craig Power Plant	145,208,892	1.82	\$ 264,280	87%
	Trapper Mine	13,221,156	1.82	\$ 24,063	8%
04 + 06 + 08+ 09+ 12 - Craig Power Plant, - Trapper Mine	Adjusted State Assessed, Industrial, Energy	3,735,825	1.82	\$ 6,799	2%
Subtotal industrial		162,165,873		\$ 295,142	98%
Total		166,264,835	1.82	\$ 302,602	100%

* Exempt properties excluded



Craig

Moffat
Route

- County Boundaries
- UYWCD Boundary
- Instream Flow Reach
- Reaches
- Diversion Point
- Reservoir
- Outside Augmentation Area
- Highways

0 0.5 1 2 Miles

Env. HERE Garmin, Maxar



BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: Updated January 13, 2023

Item: State of Colorado-UYWCD Stagecoach Lease Renewal

_____ DIRECTION
 X INFORMATION
 X MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The current lease agreement with the State of Colorado, Division of Parks and Recreation (now the Division of Parks and Wildlife) became effective August 5, 2004 and expires May 1, 2024. The UYWCD staff and General Counsel have been working with State representatives to discuss the process for renewing the lease since April 2021. The purpose of this memo is to discuss with the Board the lease process and staff recommendations on the best way to proceed in UYWCD's negotiations with the State.

II. Summary and Alternatives:

The 1984 lease is a little more than 10 pages long excluding the exhibits. It was extensively negotiated between the State and the UYWCD and comprehensively addresses use of the surface of the Stagecoach Reservoir and the surrounding UYWCD property for parks and recreational purposes operated by the State of Colorado, Division of Parks and Recreation. It is appropriate that many if not most of the material lease terms should remain the same or very similar in any new lease agreement. Updated Colorado special provisions are integrated into a proposed DRAFT Lease Agreement included with this communication. Furthermore, the proposed DRAFT Lease Agreement has been revised to remove or modify lease language that has become obsolete, such as the provisions regarding the MountainAir agreement which has been terminated. Most of the basic business terms of the lease remain unchanged. A copy of the August 5, 2004, Lease Agreement is included with this communication for reference.

State of Colorado representatives want to discuss possible modifications to the sections of the proposed DRAFT Lease Agreement that include provisions related to a potential new South Shore Marina, future enlargement of the reservoir, and procedures for potential termination of the lease. All proposed changes to the lease agreement and accompanying comments are included in the proposed DRAFT Lease Agreement included with this communication.

III. Staff Recommendation:

UYWCD Staff recommend discussing the proposed changes included in the DRAFT Lease Agreement presented with State of Colorado representatives in attendance. Following discussion, the UYWCD requests that the UYWCD BOD indicate the specific changes to the lease agreement that are acceptable for inclusion in a new agreement. Any changes to the agreement presented that are not acceptable to the UYWCD BOD will become the focus of continued negotiations with State of Colorado representatives.

The UYWCD BOD may choose to delegate the task of any future negotiations of a renewed lease with the State of Colorado representatives to either the Executive Committee or a separate Negotiating Committee made up of UYWCD Directors.

The UYWCD BOD should consider this subject matter as appropriate for discussion in Executive Session, following the presentation of information from State of Colorado representative(s).

IV. Legal Issues:

UYWCD Lease Agreements with the State of Colorado require UYWCD BOD approval.

V. Consistency with Board Goals and Policies:

Subject to negotiation of acceptable Lease terms, the Board's goal and policies include continued operation of the of Stagecoach State Park by CPW under a lease from the UYWCD.

Attachments:

1. August 5, 2004 State of Colorado – UYWCD Stagecoach Lease
2. Proposed New State of Colorado – UYWCD Stagecoach Lease
3. CPW NW Parks Data

LEASE AGREEMENT

THIS LEASE AGREEMENT, made effective as of this 25th day of August 2004, by and between the STATE OF COLORADO, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Outdoor Recreation and the Board of Parks and Outdoor Recreation (hereinafter referred to as the "State"), whose legal address is 1313 Sherman Street, Room 618, Denver, Colorado 80203, and the UPPER YAMPA WATER CONSERVANCY DISTRICT (hereinafter referred to as the "District"), a public corporation and quasi-governmental entity organized pursuant to §37-45-101 to §37-45-153, C.R.S., acting by and through the Board of Directors of the Upper Yampa Water Conservancy District, whose legal address is P.O. Box 880339, Steamboat Springs, Colorado 80488-0339.

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

WHEREAS, the District has been organized as a quasi-governmental entity pursuant to the provisions of §37-45-101 through §37-45-153, C.R.S., to operate, manage, and store water for irrigation and other beneficial purposes in a reservoir; and

WHEREAS, the District owns certain property upon which it has constructed water works and a water storage reservoir known as the Stagecoach Reservoir (hereinafter referred to as "Reservoir," including any expansion or enlargement thereof); and

WHEREAS, the District has agreed and desires, pursuant to authority in §37-45-118, C.R.S., to make a portion of such property available to the State for public recreational purposes; and

WHEREAS, the parties hereto desire to define their respective rights and obligations regarding management, operation, maintenance, repair, and replacement of the Recreational Facilities as defined herein; and

WHEREAS, the State desires to lease the Reservoir Property, as hereinafter defined and as may be hereafter changed, from the District in order to manage and operate the Recreational Facilities thereon for public recreational purposes; and

WHEREAS, the District has constructed certain Recreational Facilities on the Reservoir Property and desires to lease the Reservoir Property and such Recreational Facilities to the State for public recreational purposes pursuant to the terms hereof and

WHEREAS, the District has agreed to provide certain funds to the State for use by the State to defray in part the operation and maintenance cost of the Recreational Facilities subject to the terms and limitations set forth herein; and

WHEREAS, the District may be required under that certain Property Contribution Agreement dated October 1, 1986 to grant easements or other interests in the Reservoir Property to third parties at locations and for certain commercial purposes identified in such Agreement (the "MountainAir Agreement").



610405

Page: 1 of 32
11/05/2004 01:10

Kay Weinland Routt County, CO LEASE R 151.00 D 0.00

(7/30/04)

NOW, THEREFORE, in consideration of the mutual covenants, terms conditions, restrictions, and requirements contained herein, it is hereby agreed that:

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.
2. The District hereby leases to the State for recreational purposes only all that portion of the real property described in Exhibit "A" attached hereto excluding from such lease, however, any of the following: (1) water and water rights, (2) real property subject to a Conservation Easement in gross to the State of Colorado, (3) a 60-foot-wide strip of land whose centerline is the access roadway to Stagecoach Dam, the Dam itself, all appurtenances and facilities attached or related to the dam including the power plant (but excluding the trail across the Dam unless the trail is closed by the District for security or construction purposes by notice to the State), and such real property surrounding the Dam as is reasonably necessary for the operation, protection, maintenance, improvement, enlargement, and security of the Dam and Power Plant and delivery of water and power therefrom and being not less than 200 feet wide, (4) that portion of the real property located east of the north-south centerline of the Stagecoach Reservoir dam and south of a line 20 feet northerly of the north high water line of the Yampa River, (5) so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities pursuant to the MountainAir Agreement or any other legal requirement of the District now in existence, (6) any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, fences, signs, drives, paths, wildlife or conservation purposes which the District, in its sole discretion, may hereafter grant to any other person or entity, (7) the surface of the reservoir adjoining the spillway in the dam and for a reasonable safe distance away from such spillway up to 200 feet as the District shall from time to time designate in writing to the State, and (8) such other real property as the District, from time to time in its sole and exclusive discretion, may withdraw and exclude from the real property subject to this Lease by written notice to the State (hereinafter all of the real property subject from time to time to this Lease shall be referred to as the "Reservoir Property"). No portion of the Reservoir Property shall be excluded or withdrawn from this Lease or made subject to any conveyance, license or grant of easement under subparagraphs 2(5), 2(6), or 2(8) of this paragraph 2 except following written notice given by the District to the State no later than 90 days prior to the effective date of such exclusion, withdrawal or other action. In addition, the District agrees to consult with the State regarding any such notice within 30 days after such notice is given.
3. State shall have the use, control of, and responsibility for the Reservoir Property, including the surface of the Reservoir, and for the management, administration, and maintenance of permitted public recreational purposes and the Recreational Facilities



existing thereon or hereafter constructed thereon as it deems necessary for the use of this Reservoir Property by the general public, such use to be exclusive for recreational activities only, pursuant to the State's authority and discretion as set forth in §33-10-101 through §33-10-114, C.R.S., as may be amended, and in rules and regulations. The aquatic wetland habitat refuge located on the western portion of the Reservoir Property is included as part of the Recreational Facilities which shall be maintained by the State at its cost in the manner and to the degree required of the District in all obligations of the District regarding this refuge, including the irrigation system for the refuge, such maintenance obligation to include operation of the irrigation system and annual ditch cleaning and vegetation removal, but not major repairs or replacement of the irrigation system, which shall be the responsibility of the District. The State agrees that the District shall have no responsibility for livestock damage which occurs to Recreational Facilities or other facilities or property or equipment of the State or any portion of the Reservoir Property. No portion of the Reservoir Property shall be leased by the District for grazing without the prior written consent of the State.

4. The District shall have the use, control of, and total responsibility for the Reservoir Property for all other purposes, including (but not limited to) operation and expansion, modification, repair, replacement, protection, and maintenance of the Reservoir works, dam and appurtenances, water intake, outlet, and storage, power plant and appurtenances, the generation and delivery of electricity, the release and delivery of water, and compliance with all agreements, easements, reservations and restrictions, and all governmental licenses, permits, and approvals to which the Reservoir or Reservoir Property is now or hereafter becomes subject (except to the extent assumed by the State under this agreement). The rights of the District in the preceding sentence shall at all times be senior and paramount to the rights of the State granted under this Lease Agreement. Additionally, the District or its licensee, easement beneficiary, grantee, or designee, shall have the use, control of, and total responsibility for so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities pursuant to any legal requirement of the District under the MountainAir Agreement, and may withdraw such area from the Reservoir Property under this Agreement in the sole discretion of the District. Further, the District reserves the right to make and grant any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, drives, parking areas, paths, fences, gates, signs, boat ramps, or wildlife or conservation purposes which the District, in its sole discretion, shall determine, to any other person or entity, which shall be senior and paramount to the interests of the State under this Lease Agreement. If the District enlarges the Reservoir, the District may in its sole discretion withdraw any Reservoir Property, and any Recreational Facilities located on such withdrawn Reservoir Property (which may include but not be limited to the swim beach, volleyball court, boat ramp, courtesy docks and fueling station), as may be in the sole discretion of the District be necessary or convenient for the enlargement of the Reservoir and the use, operation, and management of the enlarged Reservoir. The District may in its sole discretion withdraw portions of the Reservoir Property southerly of the Reservoir for inclusion in a golf course or for adjusting the boundaries of the Reservoir Property. Any withdrawal or exclusion of property from the Reservoir Property pursuant to this paragraph, or the grant or license of any interest in the Reservoir Property by the District pursuant to this paragraph is subject



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to the notice and consultation requirements set forth in paragraph 2 hereof. If the enlargement of the Reservoir results in the inundation of any Recreational Facility, the District, at its cost, shall replace such facilities with equivalent facilities at the location or locations approved by the State, which approval shall not be unreasonably withheld. However, if the replacement cost of the inundated Recreational Facilities at the new location is greater than 125% of the estimated current replacement cost of such Recreational Facilities at the original location, the District shall not be required to replace such Recreational Facilities unless the State contributes toward the cost of such replacement an amount equal to the actual cost of replacement of the inundated Recreational Facilities at the new location less 125% of the estimated cost of replacement of the inundated Recreational Facilities at the original location. Any expenditure made by the State pursuant to the preceding sentence shall qualify as an expenditure for Capital Improvements under paragraph 9 of this Lease.

5. The State has prepared and provided to the District a Master Plan dated April 30, 1997 (the "Master Plan") that specifically identifies the Reservoir Property and designates and locates the type, location, and specifications of all of the existing Recreational Facilities thereon. Any change to the Master Plan shall be made only with the prior written approval of the District, which approval shall not be unreasonably withheld. The Master Plan includes the following facilities, which, together with any expansions, modifications, or replacements thereof, shall hereinafter be referred to as the "Recreational Facilities":

1. One-hundred (100) unit campground
2. 8 Seventy-five (75) car parking lots.
3. Swim beach, volleyball court, concrete patio
4. One (1) marina boat ramp with courtesy docks and fueling station along the north shore
5. Picnic pavilion
6. Park Headquarters building, including shop, visitors center, garage, and on-site employee housing
7. Dump station
8. Entrance station
9. Fifty (50) picnic sites
10. Three (3) campgrounds with electrical outlets for RVs
11. Concession building with showers and bathrooms
12. Three (3) restrooms with water and 6 vault toilets
13. Grills and picnic tables
14. Eighty (80) acre wetland outdoor recreation center
15. Dual potable water and irrigation systems and the electric system
16. Sanitary facilities including land treatment and nursery site
17. The aquatic wetland habitat refuge at the westerly end of the Reservoir and all paths, structures, facilities, and improvements related to or integrated therewith

In addition, "Recreational Facilities" shall include the non-motorized hiking trail along the south shore, and shall also include the existing parking lot and boat ramp on the south shore of the Reservoir near the South Shore Subdivision unless and except if the District shall in its sole discretion withdraw such parking lot and boat ramp from the Reservoir



Property pursuant to paragraph 2(5) above. The non-motorized hiking trail may be relocated or modified by the District or its designee at the District's cost at any time, and shall not be fenced or gated without the prior written consent of the District. "Recreational Facilities" shall include any other facility or property interest which the State and the District hereafter mutually agree be added as Recreational Facilities hereunder.

6. In the administration, operation, and maintenance of the Reservoir Property and the Recreational Facilities for recreational purposes, and including any further development by the State of Recreational Facilities on the Reservoir Property, the State shall follow the Management Plan dated October 15, 2000, as may hereafter be amended (the "Management Plan") Amendments to the Management Plan shall be prepared by the State pursuant to its statutory authority and discretion in cooperation with and subject to the written approval of the District and any other appropriate agencies, and shall comply with State recreational policies and procedures. All Recreational Facilities shall be managed, repaired, improved, replaced, maintained and operated in a manner that will not interfere with the rights of the District reserved in this Lease Agreement, including (but not limited to) the operation and maintenance of the Reservoir Property by the District for power generation and water storage and delivery purposes and the expansion and enlargement of the Reservoir. The Management Plan shall not be amended without the prior written approval of the District, which approval shall not be unreasonably withheld.
7. The State shall be responsible for payment of all costs, including electrical utility bills, incurred by the State in the operation of all existing and future Recreational Facilities and support facilities constructed by the State or the District at the Reservoir Property pursuant to the terms of the Master Plan and the Management Plan.
8. The District shall provide to the State up to 25 acre feet of water from the Reservoir annually at no charge for public use at the Recreational Facilities. Such water is allocated from the recreational pool of the Reservoir and is not charged to any storage water now or hereafter allocated by the District for sale or lease from the Reservoir. The State shall be responsible for the maintenance, repair, and replacement of the entire potable water system and the quality and fitness of water for public use, domestic purposes, and human consumption. The water delivered pursuant to this paragraph shall be raw untreated water in the condition existing after diversion from the Reservoir and the District shall have no obligation with respect to water quality. The State shall provide only water that has been suitably treated and is wholesome and sanitary for such public purposes pursuant to this Agreement.
9. Subject to the limitations of this paragraph 9, the District shall provide a limited operational and maintenance subsidy to the State ("O&M Subsidy"). The O&M Subsidy provided by the District shall be paid to the State no later than December 31st of each year of this Lease (May 1, 2024 is the end of the last year of this Lease), provided that during such calendar year the State (a) has physically expanded, modified or replaced Recreational Facilities permanently on site as approved by the District in advance of construction in a manner consistent with the Master Plan at an actual out-of-pocket cost to the State equal to no less than the amount of the O& M Subsidy otherwise payable at the end of that calendar year less \$10,000 (the "Capital Improvements"), and (b) has



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certified such facts with detail of such costs by letter to the District given by no later than December 1 of such calendar year. The annual O&M Subsidy payable, if at all, on December 31 each year shall be the lesser of (a) \$35,000, or (b) the actual costs of the Capital Improvements made by the State that calendar year, or deemed to have been made by the State that calendar year as provided below in this paragraph 9, all as certified by the State to the District by the preceding December 1, plus \$10,000. Costs of Capital Improvements shall not include "soft costs" such as office overhead, travel, planning work by State personnel, or staff time by State personnel other than actual on-site supervision and performance of construction activities. If the cost of the Capital Improvements performed by the State in any calendar year, plus the carry-forward "excess" Capital Improvements cost from the preceding year pursuant to this sentence, exceeds \$25,000 in any calendar year, such excess over \$25,000 shall carry over to the next calendar year, and shall be deemed in that year to be a Capital Improvement cost incurred in that succeeding year, the same as if actually expended by the State in that year, for purposes of calculating the State's entitlement to the O&M Subsidy that year. However, the District's O&M Subsidy obligation shall never exceed \$700,000 over the 20-year Lease term. If the O&M Subsidy in any year is less than \$35,000 because the State has not spent \$25,000 or more in Capital Improvements for that year, then the deficiency from that year shall forever be waived and the District shall not be required to make up such deficiency in future years. If the District's O&M Subsidy obligation of \$700,000 is not paid during the Lease term, the District shall have no obligation to make up the difference at the end of the Lease term.

10. The term of this Lease shall be from May 1, 2004 to May 1, 2024, unless sooner renewed or terminated as herein provided.
11. Either party may terminate this Lease without cause at any time. To terminate the Lease, the party wanting to terminate shall give the other party written notice in the manner provided for in Paragraph 23 below. Termination shall be effective one hundred eighty (180) days after said notice. Upon termination, a party's rights and obligations under this Lease shall cease, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
12. The State may establish and collect use fees for the recreational purposes of the Reservoir Property in the amount of and in accordance with a uniform fee schedule adopted by the State for Colorado State Parks. Said fees shall belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.
13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all



Recreational Facilities and support facilities in good and safe order, condition, and state of repair, usable by the public.

14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the Master Plan prepared and existing pursuant to Paragraph 5, as may be amended, the Management Plan prepared and existing pursuant to Paragraph 6, as may be amended, such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the Lease, the District may remove such improvements and Recreational Facilities in its sole discretion.
15. The State shall have the right to enter into any written contract or permit with a third party ("Agent") to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State's sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this Lease Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this Lease Agreement. Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate by contract or permit to any person the obligation of the State to manage and operate the entry stations into Stagecoach State Park and the campgrounds, RV campgrounds, parking lots, swimming beach, picnic sites and pavilion, boat ramps, non-motorized hiking trail, and potable water and sanitary sewer buildings within the Recreational Facilities, all of which must be managed and operated by the State itself. The State's obligation to provide copies of contracts to the District under this paragraph shall be limited to concession contracts and contracts for the construction of Capital Facilities exceeding \$10,000.
16. To the greatest extent possible, the State and District shall cooperate with each other to assure that each is able to exercise its rights and perform its obligations under this Lease with minimum interference to the other party's activities. Further, each party shall use every reasonable effort to prevent damage to the property and facilities managed, operated, or maintained by the other party. The State's manager of Stagecoach State Park, and the manager of the District, shall meet at least semi-annually to discuss issues of mutual concern to the parties.
17. The District shall have sole control in its sole discretion over the diversion, intake, storage, allocation, and release or disposal of water in and from the Reservoir, generation of power from the power plant at the dam, the enlargement and expansion of the Reservoir, the timing and rate of increase and drawdown of water, the water levels and fluctuations thereof, water temperatures, circulation of water in the Reservoir, dredging



of the Reservoir, and prohibition of boats and persons on the water surface for a reasonable safe distance from the spillway and intake structure, and the State shall have no right, interest, or entitlement thereto whatsoever except as provided in the first sentence of paragraph 9. Further, the District, its agents, and employees shall have access at all times to the control of structures, dams, headgates, and all of the Reservoir Property and Recreational Facilities in order to manage, control, protect, and administer the intake, diversion, storage, management, allocation, and release or disposition of water in and from the Reservoir, generation of power at the power plant, and the expansion or enlargement of the Reservoir. If the District intends to cause or is aware of the pending occurrence of a substantial reduction in the water level of the Reservoir resulting from the release from storage at a rate of more than 200 cfs, it shall, within 24 hours, , notify the State in writing of such fact in order that fish and wildlife may be salvaged and other necessary steps may be taken to ensure the safety of public recreation users. The District shall also have the right to raise the level of the dam at Stagecoach Reservoir for the purpose of expanding the storage capacity of the Reservoir and subject additional land area within and outside of the Reservoir Property and portions of the Recreational Facilities to inundation.

18. The parties acknowledge that the District benefits from limitations on potential liability which may arise from use of the Reservoir Property by members of the public for public recreational purposes, pursuant to the provisions of Article 41 of Title 33, C.R.S. and to §13-21-115, C.R.S., as may be amended. In accordance with the provisions of § 33-41-103(2)(e)(II.5), C.R.S., the District acknowledges that it has been advised of its right to bargain for indemnification from liability for injury resulting from use of the Reservoir Property by all persons or guests of persons on the Reservoir Property for recreational purposes, at the invitation or consent of the State, and all persons present on the Reservoir Property at the invitation or consent of the District or the State for business or other purposes relating to or arising from the use of the Reservoir Property for recreational purposes. No such indemnification agreement has been entered into by the parties hereto.
19. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the parties under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §§ 24-10-101, et seq., C.R.S., as amended or as may be amended, and §§ 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this Lease, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the parties to the above-cited laws.
20. To the extent authorized by § 24-30-1510(3)(e), C.R.S., the State shall defend and hold harmless the District against claims arising from the alleged negligent acts or omissions of the State and its public employees which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, except



where such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the "Colorado Governmental Immunity Act," §§ 24-10-101 to 24-10-120, C.R.S., as now or hereafter amended.

21. It is an express condition of this Lease Agreement that no employee of the Colorado Division of Parks and Outdoor Recreation or member of the Colorado Board of Parks and Outdoor Recreation, and no person acting as Agent under paragraph 15 above or as agent for or pursuant to the direction and instruction from any such employee or member, will express verbally or in writing to any governmental agency or entity or public official the opposition of the State or of such employee or member or of the Colorado Board of Parks and Outdoor Recreation to the enlargement and expansion of Stagecoach Reservoir or the storage, use, or release of additional water in such enlargement as may hereafter be proposed by the District, or to the design, permitting, or construction of such Reservoir expansion and enlargement by the District. If such condition is for any reason broken, violated, or in default, then at any time within one year thereafter the District may at its sole election and upon written notice to the State terminate and rescind this Lease Agreement and may re-enter and take possession of the Recreational Facilities as in the prior estate, without liability to the State or any concessionaire or licensee of the State or any third party beneficiaries or the public. It is the intent and purpose of the parties that the District shall have a valid and enforceable right of entry on condition broken under the provisions of the preceding sentence until termination of this Lease Agreement or until completion of the Reservoir enlargement and expansion, whichever first occurs. The prohibition set forth in this paragraph shall not apply to any employee of the Division of Wildlife, Colorado Water Conservation Board or other State agency, or any concessionaire of the State on the Reservoir Property, nor shall such prohibition apply to any employee of the State or member of the Colorado Board of Parks and Outdoor Recreation who expresses an opinion in his or her private capacity.
22. This Lease shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this Lease without the prior written consent of the District. Time is of the essence of this Lease Agreement. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated Lease Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this Lease Agreement. This Lease Agreement may not be altered or amended, and no right under this Lease Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this Lease Agreement. No waiver of any breach of any portion of this Lease Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Lease Agreement, and the Master Plan and the Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this Lease and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this Lease, the Master Plan, and the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter



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of this Lease Agreement except as specifically provided herein. The parties do not intend to confer any benefit on any person, firm or corporation other than the signatory parties to this Lease Agreement.

23. Notices. Any notice required or permitted to be provided hereunder shall be deemed given when either personally delivered or mailed by certified mail, return receipt requested, to the parties at their following addresses or such other addresses as they may designate in a notice duly delivered:

If to the District: Upper Yampa Water Conservancy District
P.O. Box 880339
Steamboat Springs, CO 80488-0339
Attn: Manager

If to State: Colorado Division of Parks and Outdoor Recreation
Attn: Stagecoach Lake Park Manager
P.O. Box 98
Oak Creek, CO 80467

24. The District warrants and represents itself to be the owner of the Reservoir Property in the form and manner as stated herein; that it has the authority to enter into this Lease with the State and that it has taken appropriate action to approve this Lease; and that during the term of this Lease it covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the premises against the adverse property claims of any person which arise by, through, or under the District..

25. GENERAL

A. The signatories aver that to their knowledge, no State employee has a personal or beneficial interest whatsoever in the service or property described herein.

B. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision of this Agreement, whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body, person, or which is otherwise in conflict with said laws, rules, and regulations, shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid, enforceable, or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

C. At all times during the performance of this Agreement, the District and the State shall strictly adhere to all applicable federal and state laws and rules and regulations that have been or may hereafter be established.



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D. The signatories hereto aver that they are familiar with 18-8-301, et seq., (Bribery and Corrupt Influences) and 18-8-401 et. seq., (Abuse of Public Office), C.R.S. 1978 Replacement Col., and that no violation of such provisions is present.

E. The signatories aver that to their knowledge, no state employee has a personal or beneficial interest whatsoever in this service or property described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CONTRACTOR:

UPPER YAMPA WATER CONSERVANCY
DISTRICT

By: Thomas R. Sharp, President
Thomas R. Sharp, President

STATE OF COLORADO

Bill Owens, Governor

By: Life Lovelady, Executive Director
Life Lovelady, Executive Director

DEPARTMENT OF NATURAL
RESOURCES

BOARD OF PARKS AND OUTDOOR
RECREATION

By: Life Lovelady

Attest: John R. Fletcher, Secretary
John R. Fletcher, Secretary
25 August 2004

APPROVED - C.R.S. 24-30-1510(3)(e)
Executive Director
Department of Personnel

By: Cristina Valencia, Risk Manager
Cristina Valencia
Risk Manager

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LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”), made effective as of this ____ day of _____ 20__, by and between the STATE OF COLORADO, acting by and through the Department of Natural Resources for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission (hereinafter referred to as the “State”), whose legal address is 6060 Broadway, Denver, Colorado 80216 and the UPPER YAMPA WATER CONSERVANCY DISTRICT (hereinafter referred to as the “District”), a public corporation and quasi-governmental entity organized pursuant to §37-45-101 to §37-45-153, C.R.S., acting by and through the Board of Directors of the Upper Yampa Water Conservancy District, whose legal address is P.O. Box 775529, Steamboat Springs, Colorado 80477.

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

WHEREAS, the District has been organized as a quasi-governmental entity pursuant to the provisions of §37-45-101 through §37-45-153, C.R.S., to operate, manage, and store water for irrigation and other beneficial purposes in a reservoir; and

WHEREAS, the District owns certain property upon which it has constructed water works and a water storage reservoir known as the Stagecoach Reservoir (hereinafter referred to as “Reservoir,” including any expansion or enlargement thereof); and

WHEREAS, the District has agreed and desires, pursuant to authority in §37-45-118, C.R.S., to make a portion of such property available to the State for public recreational purposes; and

WHEREAS, the parties hereto desire to define their respective rights and obligations regarding management, operation, maintenance, repair, and replacement of the Recreational Facilities as defined herein; and

WHEREAS, the State desires to lease the Reservoir Property, as hereinafter defined and as may be hereafter changed, from the District in order to manage and operate the Recreational Facilities thereon for public recreational purposes; and

WHEREAS, the District has constructed certain Recreational Facilities on the Reservoir Property and desires to lease the Reservoir Property and such Recreational Facilities to the State for public recreational purposes pursuant to the terms hereof; and

WHEREAS, the District has agreed to provide certain funds to the State for use by the State to defray in part the operation and maintenance cost of the Recreational Facilities subject to the terms and limitations set forth herein; and

~~**WHEREAS**, the District may be required under that certain Property Contribution Agreement dated October 1, 1986 to grant easements or other interests in the Reservoir Property to third parties at locations and for certain commercial purposes identified in such Agreement (the “Mountain Air Agreement”).~~

DRAFT PROPOSED UYWCD-CPW STAGECOACH LEASE AGREEMENT 01/09/23

NOW, THEREFORE, in consideration of the mutual covenants, terms conditions, restrictions, and requirements contained herein, it is hereby agreed that:

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.
2. The District hereby leases to the State for recreational purposes only all that portion of the real property described in Exhibit "A" attached hereto excluding from such lease, however, any of the following: (1) water and water rights, (2) real property subject to a Conservation Easement in gross to the State of Colorado, (3) a 60-foot-wide strip of land whose centerline is the access roadway to Stagecoach Dam, the Dam itself, all appurtenances and facilities attached or related to the dam including the power plant (but excluding the trail across the Dam unless the trail is closed by the District for security or construction purposes by notice to the State), and such real property surrounding the Dam as is reasonably necessary for the operation, protection, maintenance, improvement, enlargement, and security of the Dam and Power Plant and delivery of water and power therefrom and being not less than 200 feet wide, (4) that portion of the real property located east of the north-south centerline of the Stagecoach Reservoir dam and south of a line 20 feet northerly of the north high water line of the Yampa River, (5) so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities ~~pursuant to the MountainAir Agreement or any other legal requirement of the District now in existence~~, (6) any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, fences, signs, drives, paths, wildlife or conservation purposes which the District, in its sole discretion, may hereafter grant to any other person or entity that does not interfere with CPW's ability to exercise its rights under this Agreement, (7) the surface of the reservoir adjoining the spillway in the dam and for a reasonable safe distance away from such spillway up to 200 feet as the District shall from time to time designate in writing to the State, and (8) such other real property as the District, from time to time in its sole and exclusive discretion, may withdraw and exclude from the real property subject to this Lease Agreement by written notice to the State (hereinafter all of the real property subject from time to time to this Lease Agreement shall be referred to as the "Reservoir Property"). No portion of the Reservoir Property shall be excluded or withdrawn from this Lease Agreement or made subject to any conveyance, license or grant of easement under subparagraphs 2(5), 2(6), or 2(8) of this paragraph 2 except following written notice given by the District to the State no later than 90 days prior to the effective date of such exclusion, withdrawal or other action. In addition, the District agrees to consult with the State regarding any such notice within 30 days after such notice is given.

Commented [PC1]: Why does the District need to maintain this opportunity to build a Marina on the south shoreline realizing that literally anything along these lines...boat ramp, boat slips, boat rentals, swim beach, marina store, etc would be in direct competition with the park and our concession. This situation could result in putting our concessionaire out of business, creating safety issues with increased boating on the reservoir, increasing the potential for aquatic invasive species to be introduced, reduce customer satisfaction and customer service due to overcrowding on the reservoir, and reduce revenues for the park and the agency. CPW proposes removing this from the agreement.

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3. State shall have the use, control of, and responsibility for the Reservoir Property, including the surface of the Reservoir, and for the management, administration, and maintenance of permitted public recreational purposes and the Recreational Facilities existing thereon or hereafter constructed thereon as it deems necessary for the use of this Reservoir Property by the general public, such use to be exclusive for recreational activities only, pursuant to the State's authority and discretion as set forth in §33-10-101 through §33-10-114, C.R.S., as may be amended, and in rules and regulations. The aquatic wetland habitat refuge located on the western portion of the Reservoir Property is included as part of the Recreational Facilities which shall be maintained by the State at its cost in the manner and to the degree required of the District in all obligations of the District regarding this refuge, including the irrigation system for the refuge, such maintenance obligation to include operation of the irrigation system and annual ditch cleaning and vegetation removal, but not major repairs or replacement of the irrigation system at a cost of \$10,000 or more in any calendar year, which shall be the responsibility of the District. The State agrees that the District shall have no responsibility for livestock damage which occurs to Recreational Facilities or other facilities or property or equipment of the State or any portion of the Reservoir Property. No portion of the Reservoir Property shall be leased by the District for grazing without the prior written consent of the State.

4. The District shall have the use, control of, and total responsibility for the Reservoir Property for all other purposes not granted to CPW in paragraph 3, including (but not limited to) operation and expansion, modification, repair, replacement, protection, and maintenance of the Reservoir works, dam and appurtenances, water intake, outlet, and storage, power plant and appurtenances, the generation and delivery of electricity, the release and delivery of water, and compliance with all agreements, easements, reservations and restrictions, and all governmental licenses, permits, and approvals to which the Reservoir or Reservoir Property is now or hereafter becomes subject (except to the extent assumed by the State under this agreement). The rights of the District in the preceding sentence shall at all times be senior and paramount to the rights of the State granted under this Lease-Agreement. Additionally, the District or its licensee, easement beneficiary, grantee, or designee, shall have the use, control of, and total responsibility for so much of the land and water surface of the Reservoir along and adjacent to the south shoreline of the Reservoir as are hereafter designated by the District in its sole discretion for a marina and related docks and facilities pursuant to any legal requirement of the District under the MountainAir Agreement, and may withdraw such area from the Reservoir Property under this Agreement in the sole discretion of the District. Further, the District reserves the right to make and grant any other conveyances, licenses or grants of easements for utilities and utility facilities, roads, drives, parking areas, paths, fences, gates, signs, boat ramps, or wildlife or conservation purposes which the District, in its sole discretion, shall determine, to any other person or entity, which shall be senior and paramount to the interests of the State under this Lease-Agreement. If the District enlarges the Reservoir, the District may in its sole discretion withdraw any Reservoir Property, and any Recreational Facilities located on such withdrawn Reservoir Property (which may include but not be limited to the swim beach, volleyball court, boat ramp, courtesy docks and fueling station), as may be in the sole discretion of the District be necessary or convenient for the enlargement of the Reservoir and the use, operation, and

Commented [PC2]: See above

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management of the enlarged Reservoir. ~~The District may in its sole discretion withdraw portions of the Reservoir Property southerly of the Reservoir for inclusion in a golf course or for adjusting the boundaries of the Reservoir Property.~~ Any withdrawal or exclusion of property from the Reservoir Property pursuant to this paragraph, or the grant or license of any interest in the Reservoir Property by the District pursuant to this paragraph is subject to the notice and consultation requirements set forth in paragraph 2 hereof. If the enlargement of the Reservoir results in the inundation of any Recreational Facility, the District, at its cost, shall replace such facilities with equivalent facilities at the location or locations approved by the State, which approval shall not be unreasonably withheld. However, if the replacement cost of the inundated Recreational Facilities at the new location is greater than 125% of the estimated current replacement cost of such Recreational Facilities at the original location, the District shall not be required to replace such Recreational Facilities unless the State contributes toward the cost of such replacement an amount equal to the actual cost of replacement of the inundated Recreational Facilities at the new location less 125% of the estimated cost of replacement of the inundated Recreational Facilities at the original location. Any expenditure made by the State pursuant to the preceding sentence shall qualify as an expenditure for Capital Improvements under paragraph 9 of this Lease Agreement.

5. The State has prepared and provided to the District a Master-Management Plan dated ~~April 30, 1997 (the "Master Plan")~~ May 19th, 2011 that specifically identifies the Reservoir Property and designates and locates the type, location, and specifications of all of the existing Recreational Facilities thereon. Any change to the Master-Management Plan shall be made only with the prior written approval of the District, which approval shall not be unreasonably withheld. The Master-Management Plan includes the following facilities, which, together with any expansions, modifications, or replacements thereof, shall hereinafter be referred to as the "Recreational Facilities":

1. ~~One hundred (100) unit campground~~ 92 Individual Campsites and one Group Campsite
2. ~~8 Seventy-five (75) car parking lots. 2 seventy-five (75) car parking lots and 11 eight to thirty car parking lots.~~
3. Swim beach, volleyball court, concrete patio
4. ~~One (1) marina boat ramp~~ concession with courtesy docks, wet storage docks, a Marina Store, long term dry storage, -and fueling station along the north shore
5. ~~One (1) main boat ramp with courtesy dock along the north shore.~~
- 4.6. ~~One (1) boat ramp with courtesy dock in Morrison Cove.~~
- 5.7. Picnic pavilion
- 6.8. Park Headquarters building, including shop, visitors center, garage, and on-site employee housing
- 7.9. Dump station
- 8.10. Entrance station
- 9.11. Fifty (50) picnic sites
- 10.12. ~~Three-Four (34) campgrounds, two (2)~~ with electrical outlets for RVs
- 11.13. Concession building with showers and bathrooms
- 12.14. Three (3) restrooms with water and ~~9~~ 6 vault toilets
- 13.15. Grills and picnic tables

Commented [MP3]: Recommend resolving this compensation in 14 where we have a placeholder for other compensation for CPW's improvement investments. I'm not sure how you calculate the 125% percent when dealing with an original location that is inundated? Recipe for disputes. CPW should also have the option to not rebuild and just receive compensation for inundated improvements (less depreciation).

Commented [PC4R3]: Does the District have capabilities or plans to further enlarge the reservoir or can this section be removed?

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~~14.16.~~ Eighty (80) acre wetland ~~outdoor recreation center with trail and viewing deck~~

~~15.17.~~ ~~Dual p~~ Potable water and irrigation systems and the electric system

~~16.18.~~ Sanitary facilities including land treatment and nursery site

~~17. The aquatic wetland habitat refuge at the westerly end of the Reservoir and all paths, structures, facilities, and improvements related to or integrated therewith~~

In addition, "Recreational Facilities" shall include the non-motorized hiking trail along the south ~~shore, and shore and~~ shall also include the existing parking lot and boat ramp on the south shore of the Reservoir near the South Shore Subdivision unless and except if the District shall in its sole discretion withdraw such parking lot and boat ramp from the Reservoir Property pursuant to paragraph 2(5) above. ~~The non-motorized hiking trail~~ may be relocated or modified by the District or its designee at the District's cost at any time, and shall not be fenced or gated without the prior written consent of the District. "Recreational Facilities" shall include any other facility or property interest which the State and the District hereafter mutually agree be added as Recreational Facilities hereunder.

Commented [PC5]: Even if we are not in agreement to remove the option of a marina and amenities (Paragraph 2(5)), we would like this part removed referencing that the District can remove/withdraw the "Morrison Cove" parking lot and boat ramp.

6. In the administration, operation, and maintenance of the Reservoir Property and the Recreational Facilities for recreational purposes, and including any further development by the State of Recreational Facilities on the Reservoir Property, the State shall follow the Management Plan dated ~~October 15, 2000~~ ^{May 19th, 2011}, as may hereafter be amended (the "Management Plan") Amendments to the Management Plan shall be prepared by the State pursuant to its statutory authority and discretion in cooperation with and subject to the written approval of the District and any other appropriate agencies, and shall comply with State recreational policies and procedures. All Recreational Facilities shall be managed, repaired, improved, replaced, maintained and operated in a manner that will not interfere with the rights of the District reserved in this ~~Lease~~ Agreement, including (but not limited to) the operation and maintenance of the Reservoir Property by the District for power generation and water storage and delivery purposes and the expansion and enlargement of the Reservoir. The Management Plan shall not be amended without the prior written approval of the District, which approval shall not be unreasonably withheld.

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7. The State shall be responsible for payment of all costs, including electrical utility bills, incurred by the State in the operation of all existing and future Recreational Facilities and support facilities constructed by the State or the District at the Reservoir Property pursuant to the terms of ~~the Master Plan and 33~~ the Management Plan.

8. The District shall provide to the State up to 25 acre feet of water from the Reservoir annually at no charge for public use at the Recreational Facilities. Such water is allocated from the ~~recreational-Preferred Remainder~~ pool of the Reservoir and is not charged to any storage water now or hereafter allocated by the District for sale or lease from the Reservoir. The State shall be responsible for the maintenance, repair, and replacement of the entire potable water system and the quality and fitness of water for public use, domestic purposes, and human consumption. The water delivered pursuant to this paragraph shall be raw untreated water in the condition existing after diversion from the

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Reservoir and the District shall have no obligation with respect to water quality. The State shall provide only water that has been suitably treated as necessary for the purposes intended and is wholesome and sanitary for such public purposes pursuant to this Agreement.

9. Subject to the limitations of this paragraph 9, the District shall provide a limited operational and maintenance subsidy to the State (“O&M Subsidy”). The O&M Subsidy provided by the District shall be paid to the State no later than December 31st of each year of this ~~Lease Agreement~~ (May 1, ~~2024-20~~ is the end of the last year of this ~~Lease Agreement~~), provided that during such calendar year the State (a) has physically expanded, modified or replaced Recreational Facilities permanently on site as approved by the District in advance of construction in a manner consistent with the Master Plan at an actual out-of-pocket cost to the State equal to no less than the amount of the O& M Subsidy otherwise payable at the end of that calendar year less \$10,000 (the “Capital Improvements”), and (b) has certified such facts with detail of such costs by letter to the District given by no later than December 1 of such calendar year. The annual O&M Subsidy payable, if at all, on December 31 each year shall be the lesser of (a) \$35,000, or (b) the actual costs of the Capital Improvements made by the State that calendar year, or deemed to have been made by the State that calendar year as provided below in this paragraph 9, all as certified by the State to the District by the preceding December 1, plus \$10,000. ~~Costs of Capital Improvements shall not include “soft costs” such as office overhead, travel, planning work by State personnel, or staff time by State personnel other than actual on-site supervision and performance of construction activities. If the cost of the Capital Improvements performed by the State in any calendar year, plus the carry-forward “excess” Capital Improvements cost from the preceding year pursuant to this sentence, exceeds \$25,000 in any calendar year, such excess over \$25,000 shall carry over to the next calendar year, and shall be deemed in that year to be a Capital Improvement cost incurred in that succeeding year, the same as if actually expended by the State in that year, for purposes of calculating the State’s entitlement to the O&M Subsidy that year. However, the District’s O&M Subsidy obligation shall never exceed \$700,000 over the 20-year Lease Agreement term. If the O&M Subsidy in any year is less than \$35,000 because the State has not spent \$25,000 or more in Capital Improvements for that year, then the deficiency from that year shall forever be waived and the District shall not be required to make up such deficiency in future years. If the District’s O&M Subsidy obligation of \$700,000 is not paid during the Lease Agreement term, the District shall have no obligation to make up the difference at the end of the Lease Agreement term.~~

Commented [PC6]: CPW Proposes keeping the subsidy. We feel strongly that we have used this money effectively in accordance with the current agreement. Once the Visitor Center is complete we will have spent over \$6M on the park for valid improvements including upgrading the water plant, upgrading waste water infrastructure, constructing a vehicle shed, adding and upgrading vault restrooms and many other projects essential to park operations. From previous discussions with the board, we are open to having some kind of opportunity for the board to voice their opinions or approve a prioritized capital improvement

10. The term of this ~~Lease Agreement~~ shall be from May 1, ~~2004-20~~ to ~~May 1, 2024~~2033, unless sooner renewed or terminated as herein provided.

Commented [PC7]: CPW proposes/supports making this a 30 year lease to match your “new” lease standards as described by Andy.

11. Either party may terminate this ~~Lease Agreement~~ without cause at any time. To terminate the ~~Lease Agreement~~, the party wanting to terminate shall give the other party written notice in the manner provided for in Paragraph 23 below. Termination shall be effective one hundred eighty (180) days after said notice. Upon termination, a party’s rights and obligations under this ~~Lease Agreement~~ shall cease, except that liability for

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acts or omissions occurring prior to ~~transfer—~~termination shall survive ~~transfer.termination.~~

12. The State may establish and collect use fees for the recreational purposes of the Reservoir Property ~~in the amount of and~~ in accordance with ~~a uniform fee schedule and its rules, regulations, and dopted by the State for Colorado State Parks and~~ in accordance with Colorado law. Said fees shall belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.
13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all Recreational Facilities and support facilities in good and safe order, condition, and state of repair, usable by the public.
14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the ~~Master Plan~~Management Plan prepared and existing pursuant to Paragraph's ~~5 and 6~~, as may be amended, ~~the Management Plan prepared and existing pursuant to Paragraph 6, as may be amended,~~ such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the Lease Agreement, the District may remove such improvements and Recreational Facilities in its sole discretion. [placeholder – we need a provision that provides for reimbursement of remaining value in CPW improvements at the end of the lease, upon early termination, or in the event of damage to the improvements from District]
15. The State shall have the right to enter into any written contract or permit with a third party (“Agent”) to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State’s sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this Lease Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this Lease Agreement. Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate by contract or permit to any ~~person—~~Agent the obligation of the State to manage and

Commented [SZ8]: See draft depreciation schedule

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operate the entry stations into Stagecoach State Park and the campgrounds, RV campgrounds, parking lots, swimming beach, picnic sites and pavilion, boat ramps, non-motorized hiking trail, and potable water and sanitary sewer buildings within the Recreational Facilities, all of which must be managed and operated by the State itself. The State's obligation to provide copies of contracts to the District under this paragraph shall be limited to concession contracts and contracts for the construction of Capital ~~Facilities e~~Improvements exceeding \$10,000.

16. To the greatest extent possible, the State and District shall cooperate with each other to assure that each is able to exercise its rights and perform its obligations under this Lease Agreement with minimum interference to the other party's activities. Further, each party shall use every reasonable effort to prevent damage to the property and facilities managed, operated, or maintained by the other party,. The State's manager of Stagecoach State Park, and the manager of the District, shall meet at least ~~semi~~ annually to discuss issues of mutual concern to the parties.

17. The District shall have sole control in its sole discretion over the diversion, intake, storage, allocation, and release or disposal of water in and from the Reservoir, generation of power from the power plant at the dam, the enlargement and expansion of the Reservoir, the timing and rate of increase and drawdown of water, the water levels and fluctuations thereof, water temperatures, circulation of water in the Reservoir, dredging of the Reservoir, and prohibition of boats and persons on the water surface for a reasonable safe distance from the spillway and intake structure, and the State shall have no right, interest, or entitlement thereto whatsoever except as provided in the first sentence of paragraph 9. Further, the District, its agents, and employees shall have access at all times to ~~the control of~~ structures, dams, headgates, and all of the ~~Reservoir Property and Recreational Facilities~~ in order to manage, control, protect, and administer the intake, diversion, storage, management, allocation, and release or disposition of water in and from the Reservoir, generation of power at the power plant, and the expansion or enlargement of the Reservoir. If the District intends to cause or is aware of the pending occurrence of a substantial reduction in the water level of the Reservoir resulting from the release from storage at a rate of more than 200 cfs, it shall, ~~within 24 hours,~~ notify the State in writing at least XX24 hours in advance of such fact in order that fish and wildlife may be salvaged and other necessary steps may be taken to ensure the safety of public recreation users unless such release is necessary for human health and safety. The District shall also have the right to raise the level of the dam at Stagecoach Reservoir for the purpose of expanding the storage capacity of the Reservoir and subject additional land area within and outside of the Reservoir Property and portions of the Recreational Facilities to inundation.

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CRS §33-41-101, et seq., may provide for ~~Lessor~~the District to enjoy limitations on its potential liability which arise from use of the Property by members of the public for recreational purposes. In accordance with the provisions of CRS Section 33-41-103(2)(e)(II.5), the ~~Lessor~~District acknowledges that this paragraph constitutes notice of the right to bargain for indemnification from liability for injury resulting from use of the Property by members of the public for recreational purposes, as those terms are defined in CRS Section 33-41-103(2)(e), and ~~Lessor~~the

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District is advised that such right can be exercised prior to the execution of this [Lease Agreement](#) at the request of ~~Lessor~~the District. ~~Lessor~~The District has exercised this right as agreed to in [paragraph 20](#).

~~The parties acknowledge that the District benefits from limitations on potential liability which may arise from use of the Reservoir Property by members of the public for public recreational purposes, pursuant to the provisions of Article 41 of Title 33, C.R.S. and to §13-21-115, C.R.S., as may be amended. In accordance with the provisions of § 33-41-103(2)(e)(II.5), C.R.S., the District acknowledges that it has been advised of its right to bargain for indemnification from liability for injury resulting from use of the Reservoir Property by all persons or guests of persons on the Reservoir Property for recreational purposes, at the invitation or consent of the State, and all persons present on the Reservoir Property at the invitation or consent of the District or the State for business or other purposes relating to or arising from the use of the Reservoir Property for recreational purposes. No such indemnification agreement has been entered into by the parties hereto.~~

19. Notwithstanding any other provision of this [Lease Agreement](#) to the contrary, no term or condition of this [Lease Agreement](#) shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the parties under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §§ 24-10-101, et seq., C.R.S., as amended or as may be amended, and §§ 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this [Lease Agreement](#), whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the parties to the above-cited laws.

20. To the extent authorized by § 24-30-1510(3)(e), C.R.S., the State shall defend and hold harmless the District against claims arising from the alleged negligent acts or omissions of the State and its public employees which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, except where such acts or omissions are willful and wanton. Such claims shall be subject to the limitations of the “Colorado Governmental Immunity Act,” §§ 24-10-101 to 24-10-120, C.R.S., as now or hereafter amended.

21. ~~It is an express condition of this Lease Agreement that no employee of the Colorado Division of Parks and [Outdoor Recreation Wildlife](#) or member of the Colorado Board of Parks and [Outdoor Recreation Wildlife](#), and no person acting as Agent under paragraph 15 above or as agent for or pursuant to the direction and instruction from any such employee or member, will express verbally or in writing to any governmental agency or entity or public official the opposition of the State or of such employee or member or of the Colorado Board of Parks and [Outdoor Recreation Wildlife](#) to the enlargement and expansion of Stagecoach Reservoir or the storage, use, or release of additional water in such enlargement as may hereafter be proposed by the District, or to the design,~~

Commented [PC9]: Per Mitra's comment about is we can and how we would bind future commissions to something like this, CPW would recommend removing or rewording this paragraph.

Commented [MP10]: We need to discuss internally if we can agree to this. Binding future commissions is problematic.

permitting, or construction of such Reservoir expansion and enlargement by the District. If such condition is for any reason broken, violated, or in default, then at any time within one year thereafter the District may at its sole election and upon written notice to the State terminate and rescind this ~~Lease~~-Agreement and may re-enter and take possession of the Recreational Facilities as in the prior estate, without liability to the State or any concessionaire or licensee of the State or any third party beneficiaries or the public. It is the intent and purpose of the parties that the District shall have a valid and enforceable right of entry on condition broken under the provisions of the preceding sentence until termination of this ~~Lease~~-Agreement or until completion of the Reservoir enlargement and expansion, whichever first occurs. The prohibition set forth in this paragraph shall not apply to any employee of the Division of Parks and Wildlife, Colorado Water Conservation Board or other State agency, or any concessionaire of the State on the Reservoir Property, nor shall such prohibition apply to any employee of the State or member of the Colorado Board of Parks and ~~Outdoor Recreation~~Wildlife who expresses an opinion in his or her private capacity.

22. This ~~Lease~~-Agreement shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this ~~Lease~~-Agreement without the prior written consent of the District. Time is of the essence of this ~~Lease~~-Agreement. In case any one or more of the provisions contained in this ~~Lease~~-Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated ~~Lease~~-Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this ~~Lease~~-Agreement. This ~~Lease~~-Agreement may not be altered or amended, and no right under this ~~Lease~~-Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this ~~Lease~~-Agreement. No waiver of any breach of any portion of this ~~Lease~~-Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This ~~Lease~~-Agreement, and the Master Plan and the Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this ~~Lease~~-Agreement and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this ~~Lease~~-Agreement, the Master Plan, and the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter of this ~~Lease~~-Agreement except as specifically provided herein. The parties do not intend to confer any benefit on any person, firm or corporation other than the signatory parties to this ~~Lease~~-Agreement.
23. Notices. Any notice required or permitted to be provided hereunder shall be deemed given when either personally delivered or mailed by certified mail, return receipt requested, to the parties at their following addresses or such other addresses as they may designate in a notice duly delivered:

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If to the District: Upper Yampa Water Conservancy District
P.O. Box ~~880339~~775529
Steamboat Springs, CO ~~80488-0339~~80477
Attn: Manager

If to State: Colorado Division of Parks and ~~Outdoor Recreation~~Wildlife
Attn: Stagecoach Lake Park Manager
P.O. Box 98
Oak Creek, CO 80467

24. The District warrants and represents itself to be the owner of the Reservoir Property in the form and manner as stated herein; that it has the authority to enter into this Lease Agreement with the State and that it has taken appropriate action to approve this Lease Agreement; and that during the term of this Lease Agreement it covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the premises against the adverse property claims of any person which arise by, through, or under the District.

25. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the District under this Agreement is \$100,000 or greater, either when this Agreement goes into effect or at any time thereafter, this section shall apply. The District agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). The District's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

26. DIGITAL SIGNATURES

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

27.5. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Lease Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Lease Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Lease Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Lease Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. COMPLIANCE WITH LAW.

~~Lessor~~ The District shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

E. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Lease Agreement shall be filed and proceedings held in the State of Colorado and venue shall be in the county in which the Property is located. Venue shall be proper in any county in which the Property is located if it is situate in more than one county.

F. PROHIBITED TERMS.

Any term included in this Lease Agreement that requires the State to indemnify or hold ~~Lessor~~ the District harmless; requires the State to agree to binding arbitration; limits ~~Lessor's~~ the District's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Lease Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Lease Agreement. ~~Lessor~~ The District has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of ~~Lessor's~~ the District's services and ~~Lessor~~ the District shall not employ any person having such known interests.

H. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid

DRAFT PROPOSED UYWCD-CPW STAGECOACH LEASE AGREEMENT 01/09/23

debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State’s discretion, payments made to ~~Lessor~~ the District in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by ~~Lessor~~ the District by deduction from subsequent payments under this Lease Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and ~~Lessor~~ the District, or by any other appropriate method for collecting debts owed to the State.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Persons signing for the District hereby swear and affirm that they are authorized to act on the District’s behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">LESSOR</p> <p style="text-align: center;">Legal Name of Lessor</p> <p>By: Name or Authorized Individual</p> <p>Title: Official Title of Authorized Individual</p> <p>By: -----</p> <p style="text-align: center;"><i>Signature</i></p> <p>Date: -----</p>	<p style="text-align: center;">STATE OF COLORADO</p> <p style="text-align: center;">Jared S. Polis, Governor acting by and through the Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission Heather Disney Dugan, Acting Director</p> <p>By: -----</p> <p style="text-align: center;"><i>Signature - Name & Title of Person Signing for DPW</i></p> <p>Date: -----</p>
	<p style="text-align: center;">OFFICE OF RISK MANAGEMENT DHR Division Director Limited Indemnification Approval Under CRS §24-30-1510(3)(e)</p> <p>By: -----</p> <p style="text-align: center;"><i>Signature - Name, Program Supervisor</i></p> <p>Date: -----</p>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts/Leases. This Lease is not valid until signed and dated below by the State Controller or delegate. Lessor is not authorized to begin performance until such time. If Lessor begins performing prior thereto, the State of Colorado is not obligated to pay Lessor for such performance or rents or costs incurred hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:-----

DRAFT

CPW NORTHWEST REGION PARKS COMPARISON DATA

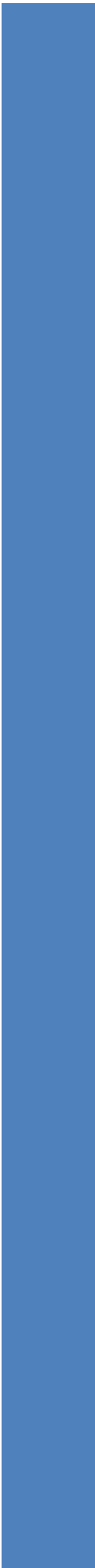
Park	*Fee Title	**Lg Capital (\$ M)	***All (\$ M)	Notes	2022 Visitation	Campsites
Steamboat Lake	X	5.10	19.10	\$14M Dam	356,518	188
Sylvan	X	0.55	17.80	\$16M Dam	111,457	46
Highline	X	12.00	13.00	\$4.8M - Park Expansion	195,790	34
State Forest		2.70	12.10	\$7.7M Dam	413,583	158
Harvey Gap		0.00	7.20		63,573	
Rifle Gap		3.60	5.20		246,057	89
Stagecoach		4.60	5.10		256,322	92
JMR Colo River	X	2.20	3.70		508,772	143
Elkhead		2.50	2.90		214,582	47
Vega		1.70	2.10		235,272	113
Yampa River	X	0.71	0.97		162,092	85
Pearl Lake	X	0.58	0.73		19,820	35
Rifle Falls	X	0.00	0.66		137,614	20

Funding indicated is from 2012 to present

***Fee Title indicates State Owned properties**

****Large Capital is capital funding over \$150K**

*****"All" category includes Small Cap (Between \$5K and \$150K), Large Cap, Dams, and Trails - This funding is requested/allocated annually and is separate from annual Operating budgets**



BOARD COMMUNICATION FORM

January 18, 2023, Board Meeting

From: Bob Weiss, Legal Counsel

Date: January 8, 2023

Item: Stagecoach State Park PUD Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information. The Final PUD plan for the Stagecoach Reservoir property was approved in August 6, 1987 by the Routt County Regional Planning Commission. The Final PUD plans were submitted July 23, 1987, at which time construction of the dam was already underway and necessary road relocations were scheduled to soon begin. In the Planning Commission notice of hearing the Petition is described as a Planned Unit Development Overlay for 100 camp sites, swim beach, boat marinas, five-mile public trail, four public parking areas and access points at the Stagecoach Reservoir. According to the County Planning Department the attached map has been treated by the County as the PUD plan.

Since the 1987 approval there have been a number of amendments to the Final PUD, some approved administratively by Planning staff and some after public hearings including the following:

PZ1995-006 Petition to develop a Wetland Observation Area

PZ1991-012 Stagecoach State Park SPOA PUD Amendment (Cluster boxes)

PZ1988-007 Stagecoach State Park Boat Ramp PUD Amendment

PZ 2007-006 Stagecoach expansion increase spillway by 4 feet

In connection with the issuance of a building permit for the visitor center at the Stagecoach State Park County staff did not require a further amendment of the PUD plan but asked the District to submit for County review an updated final PUD plan meeting the County's current requirements for a recorded PUD plan.

III. Staff Recommendation: Staff supports preparation and submission of the Final PUD plan requested.

- IV. **Legal Issues:** Stagecoach is located in the OR zone District. A PUD Plan is required for development in the OR District.
- V. **Consistency with Board Goals and Policies:** Staff believes this process will result in a PUD plan that will satisfy County requirements and will meet the District's objectives and requirements for operation of Stagecoach Reservoir and the State Park.
- VI. **Fiscal Impact:** Staff time to prepare Final PUD plan and supporting application materials. Staff anticipates that the County will approve existing facilities and operations as shown on the Plan and will not impose approval conditions which will not require the construction of new or modified facilities.





BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 1/18/2023

Item: Reservoir Water Status

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Water storage data for Yamcolo Reservoir and Stagecoach Reservoir are included as reference materials for a summary discussion of the 2022/2023 water year to date.

II. Summary:

Yamcolo Reservoir Status as of 1/9/2023- Filling

Stillwater Reservoir Water Stored at Yamcolo: 1,000 AF

Remaining Numbers Reflect UYWCD Water Only:

Current Storage Volume: 3,985 AF

Volume Stored in last 30 days: 360 AF

Volume Stored in last 60 days: 808 AF

Current Outflow: 8 cfs

Stagecoach Reservoir Status as of 1/9/2023 – Holding Steading

Current Storage Volume: 27,069 AF

Volume Stored in last 30 days: -73 AF

Volume Stored in last 60 days: 22 AF



Current Inflow: ~40 cfs

Current Outflow: 40 cfs

III. Staff Recommendation:

N/A

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

Policy Statement: 2

Attachments:

1. Yamcolo Water Storage Data (WY 2023)
2. Stagecoach Water Storage Data (WY 2022)
3. Inflow Forecasting
4. Colorado SWE Update Map
5. DNR Drought Update
6. Yampa SWE Hydrograph
7. Yampa-White-Little Snake SWE Hydrograph
8. CBRFC Water Supply Forecast Discussion

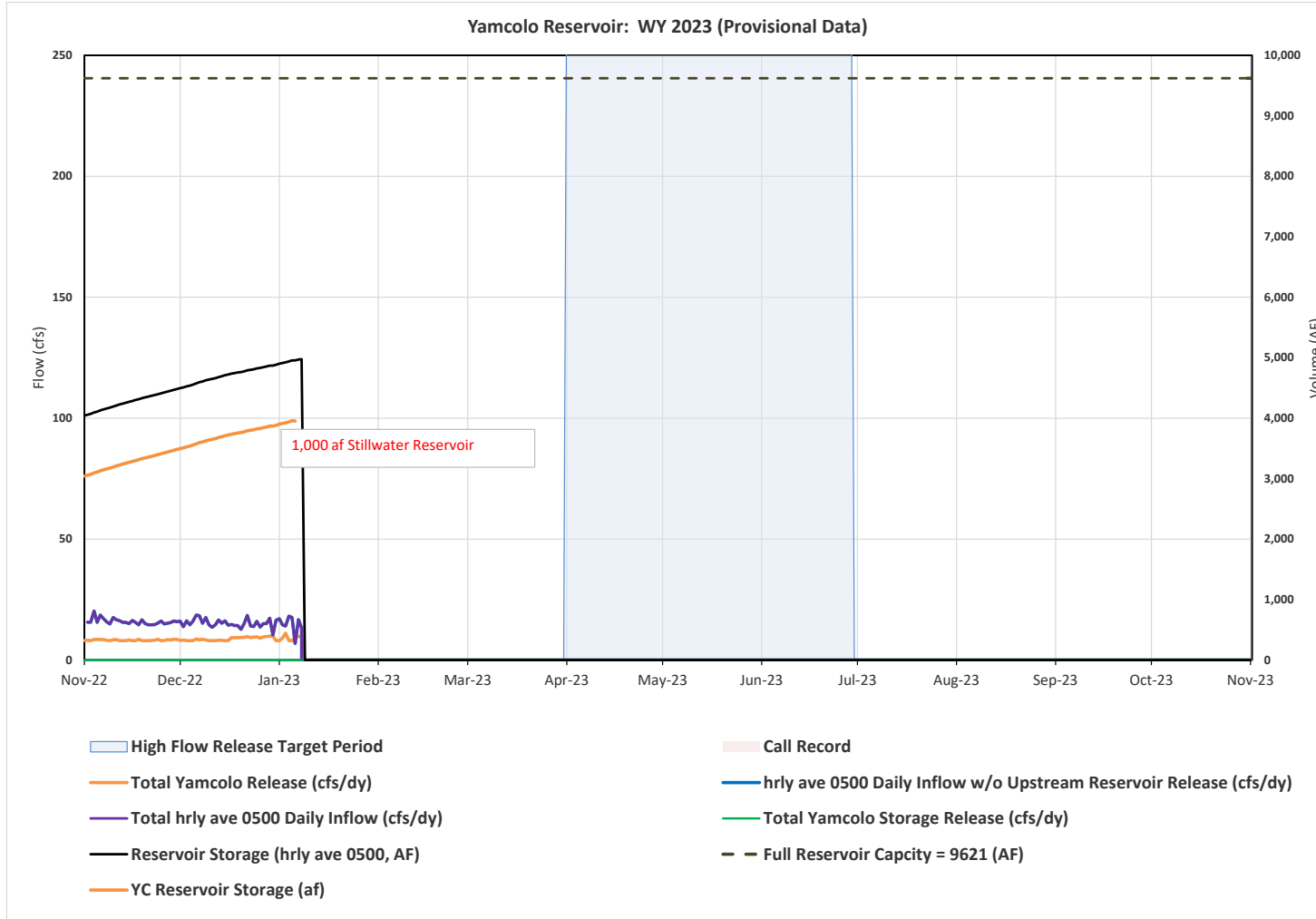
Yamcolo Reservoir Operations
Total Monthly Volume (AF)

Water Year 2023

INFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Physical	915	938	235										2,087
Storable	439	446	108										992
Stored	442	399	93										934

*1000 af of Stillwater Reservoir Stored

OUTFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Operator	-490	-538	-145										-1,172
Spill													0
Gage	-490	-538	-145										-1,172



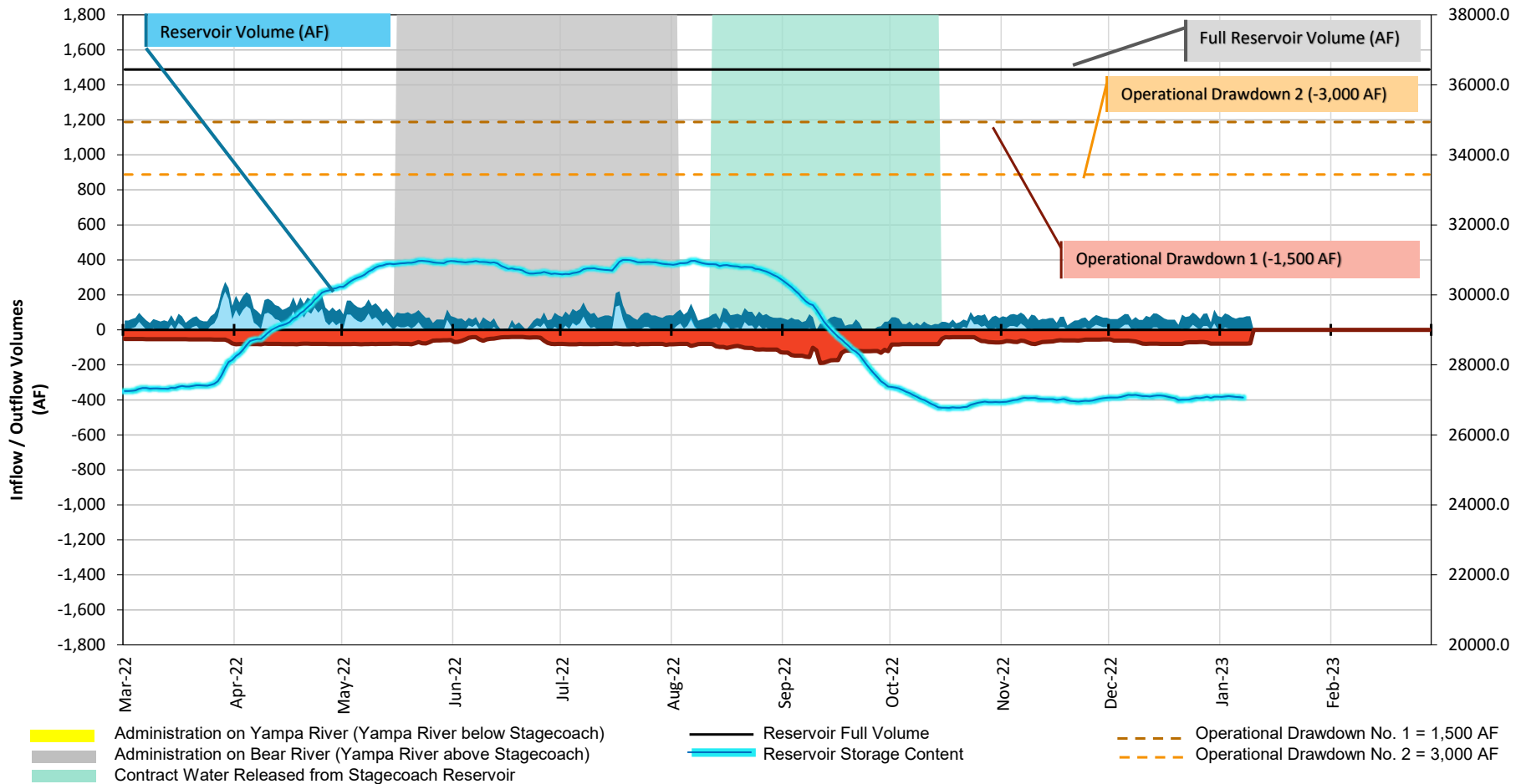
Stagecoach Reservoir Operations

Total Monthly Volume (AF)

Accounting Year 2022

INFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Physical	2,644	4,629	3,288	1,520	3,076	2,798	1,300	1,675	2,062	2,283	688		25,962
Storable	997	2,248	1,013	237	691	458	10	233	297	256	22		6,462
Stored	997	2,208	986	235	666	426	10	233	295	254	22		6,334

OUTFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Operator	-1,700	-2,420	-2,342	-1,579	-2,514	-2,978	-4,155	-2,030	-1,912	-2,253	-709		-24,593
Spill	0	0	0	0	0	0	0	0	0	0	0		0
Gage	-1,700	-2,420	-2,342	-1,579	-2,514	-2,978	-4,155	-2,030	-1,912	-2,253	-709		-24,593



Stagecoach Reservoir Operations: Inf

Monthly Inflow		Physical	Potential	Storable
1	Mar	2,644	997	997
2	Apr	4,629	2,248	2,208
3	May	3,288	1,013	986
4	Jun	1,520	237	235
5	Jul	3,076	691	666
6	Aug	2,798	458	426
7	Sep	1,300	10	10
8	Oct	1,675	233	233
9	Nov	2,062	297	295
10	Dec	2,283	256	254
11	Jan	688	22	22
12	Feb			
Total		25,962	6,462	6,334

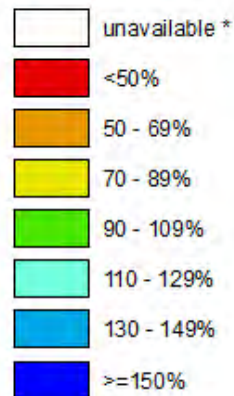
Monthly Outflow		Release	Spill	Gage
1	Mar	-1,700	0	-1,700
2	Apr	-2,420	0	-2,420
3	May	-2,342	0	-2,342
4	Jun	-1,579	0	-1,579
5	Jul	-2,514	0	-2,514
6	Aug	-2,978	0	-2,978
7	Sep	-4,155	0	-4,155
8	Oct	-2,030	0	-2,030
9	Nov	-1,912	0	-1,912
10	Dec	-2,253	0	-2,253
11	Jan	-709	0	-709
12	Feb			
Total		-24,593	0	-24,593

Colorado SNOTEL Current Snow Water Equivalent (SWE) % of Normal

Jan 10, 2023

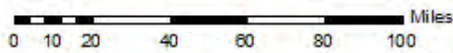
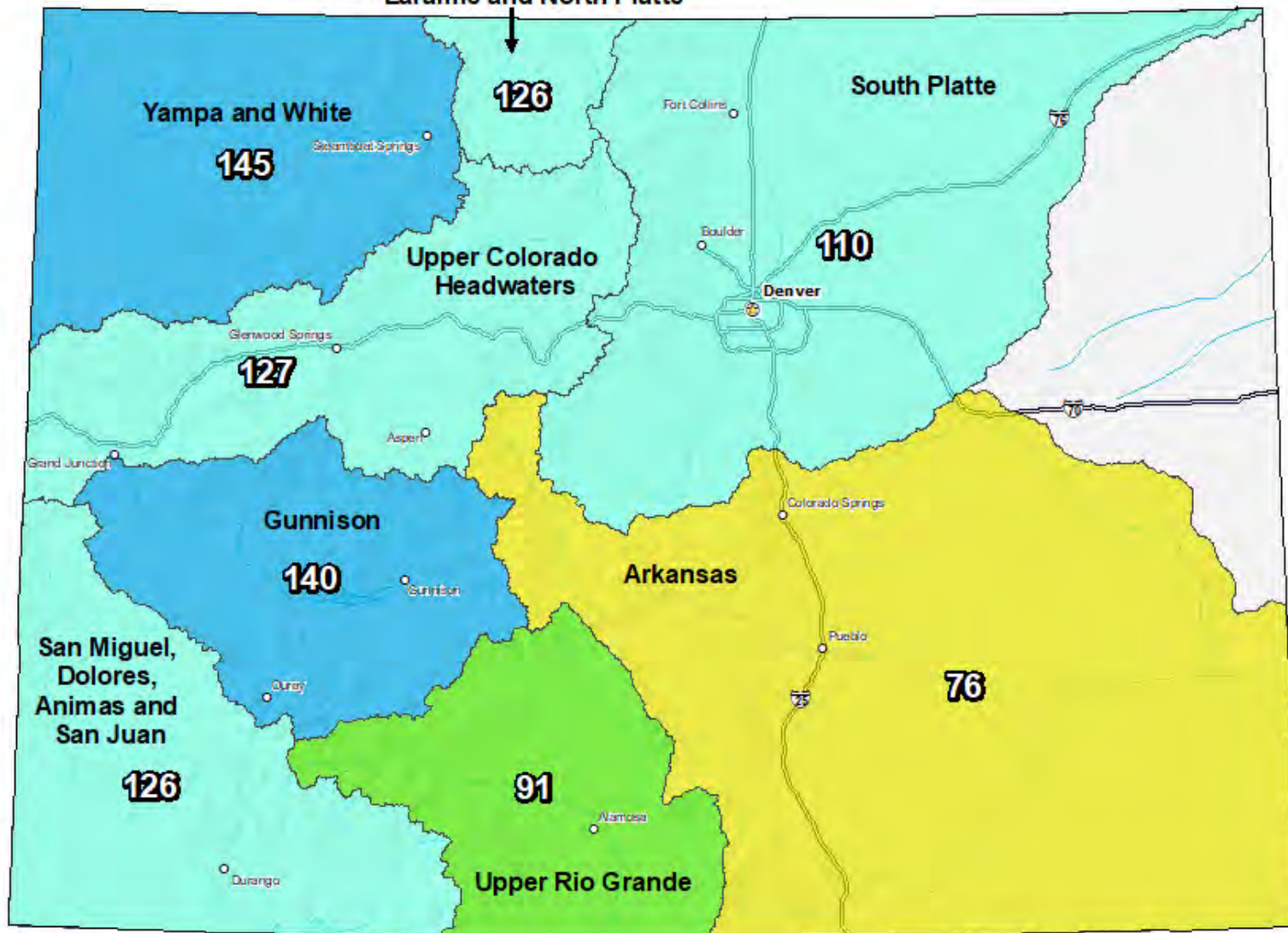
Laramie and North Platte

Current Snow Water Equivalent (SWE) Basin-wide Percent of 1991-2020 Median



* Data unavailable at time of posting or measurement is not representative at this time of year

Provisional Data
Subject to Revision

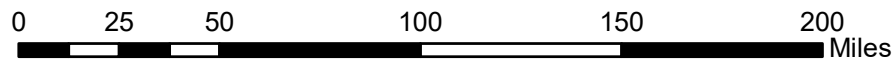
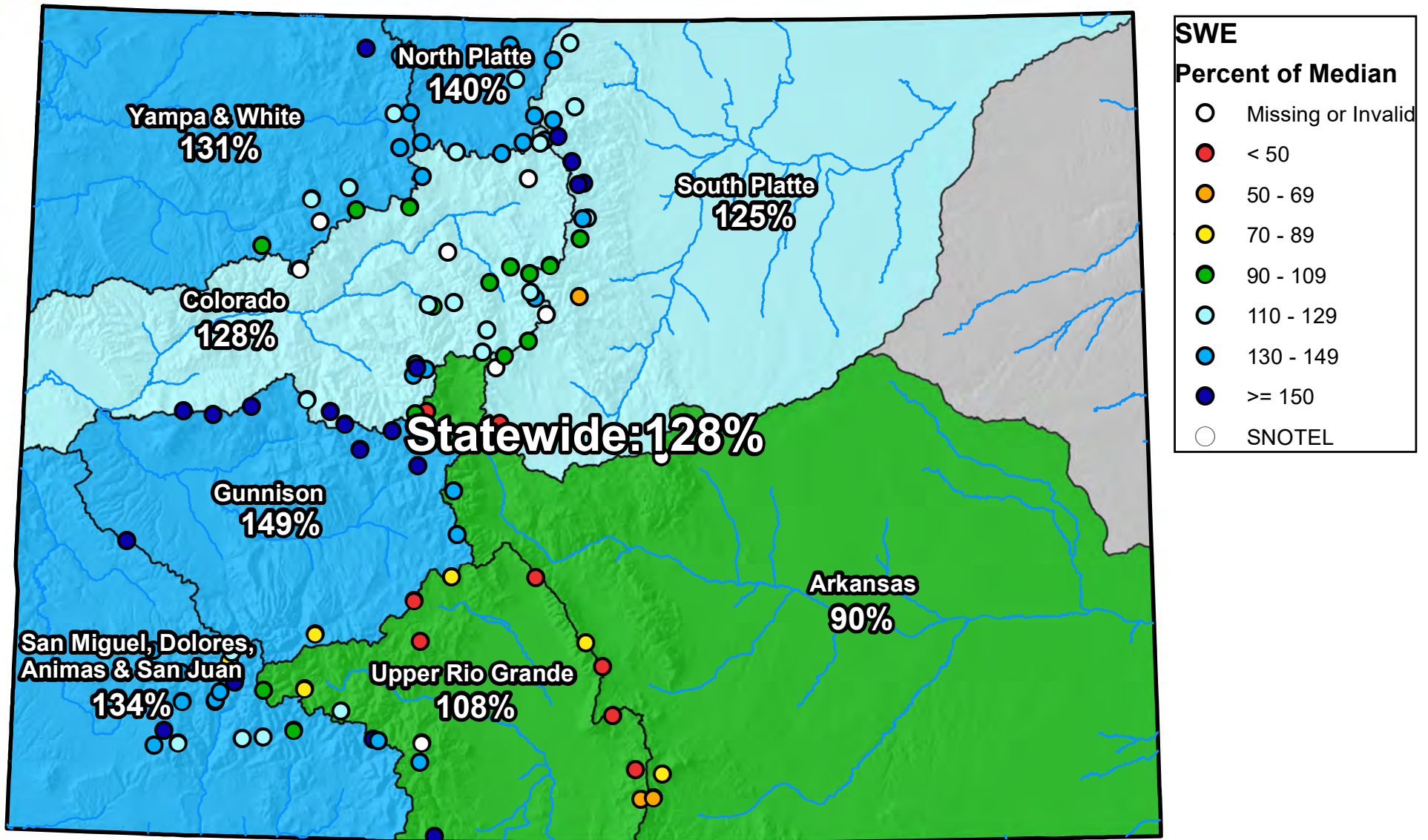


The snow water equivalent percent of normal represents the current snow water equivalent found at selected SNOTEL sites in or near the basin compared to the average value for those sites on this day. Data based on the first reading of the day (typically 00:00).

Prepared by:
USDA/NRCS National Water and Climate Center
Portland, Oregon
<https://www.nrcs.usda.gov/wps/portal/wcc/home/>

Colorado SNOTEL Snow Water Equivalent (SWE) Update Map with Site Data

Current as of Jan 10, 2022

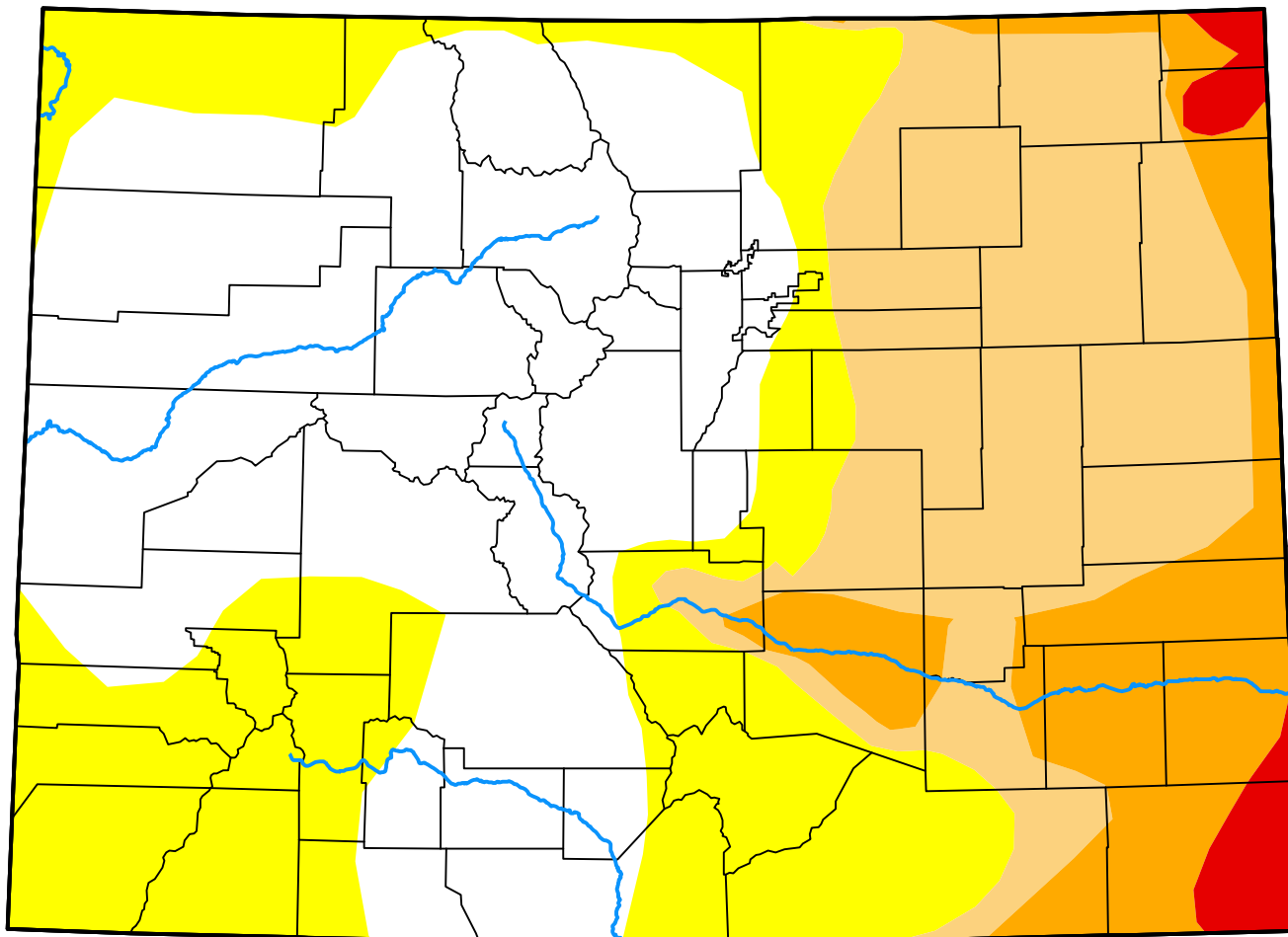


United States Department of Agriculture







Natural Resources Conservation Service

U.S. Drought Monitor Colorado

January 3, 2023
(Released Thursday, Jan. 5, 2023)
Valid 7 a.m. EST



Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>

Author:

Brad Pugh
CPC/NOAA



droughtmonitor.unl.edu

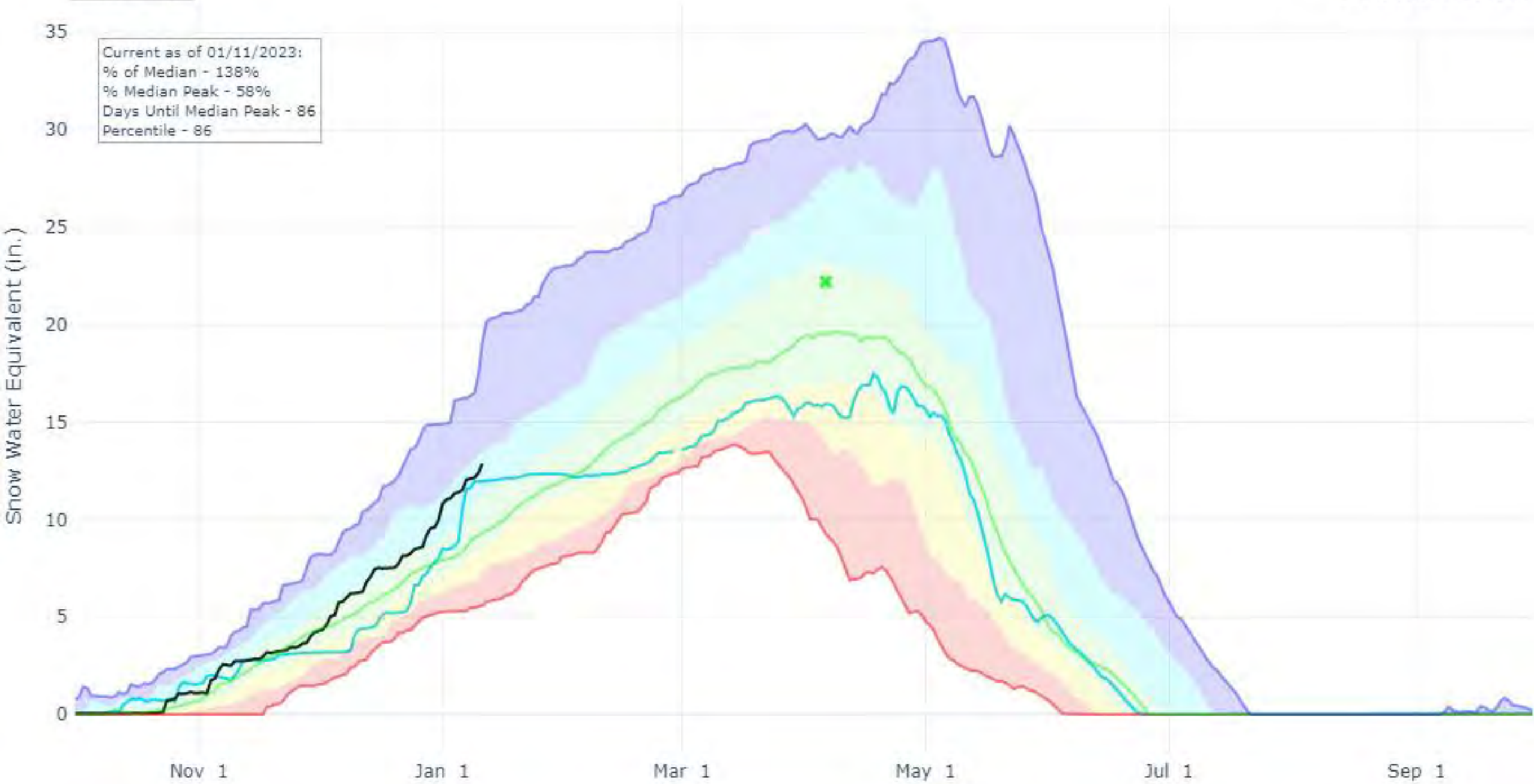
SNOW WATER EQUIVALENT IN YAMPA

Reset Range

[Link to data: CSV / JSON](#)

Station List

Current as of 01/11/2023:
% of Median - 138%
% Median Peak - 58%
Days Until Median Peak - 86
Percentile - 86



- ✖ Median Peak SWE
- Max
- Median (POR)
- Median ('91-'20)
- Min
- Stats. Shading
- 2023 (8 sites)
- 2022 (8 sites)
- 2021 (8 sites)
- 2020 (8 sites)
- 2019 (8 sites)
- 2018 (8 sites)
- 2017 (8 sites)
- 2016 (8 sites)
- 2015 (8 sites)
- 2014 (8 sites)
- 2013 (8 sites)
- 2012 (8 sites)
- 2011 (8 sites)
- 2010 (8 sites)
- 2009 (8 sites)
- 2008 (8 sites)
- 2007 (8 sites)
- 2006 (8 sites)
- 2005 (8 sites)
- 2004 (7 sites)

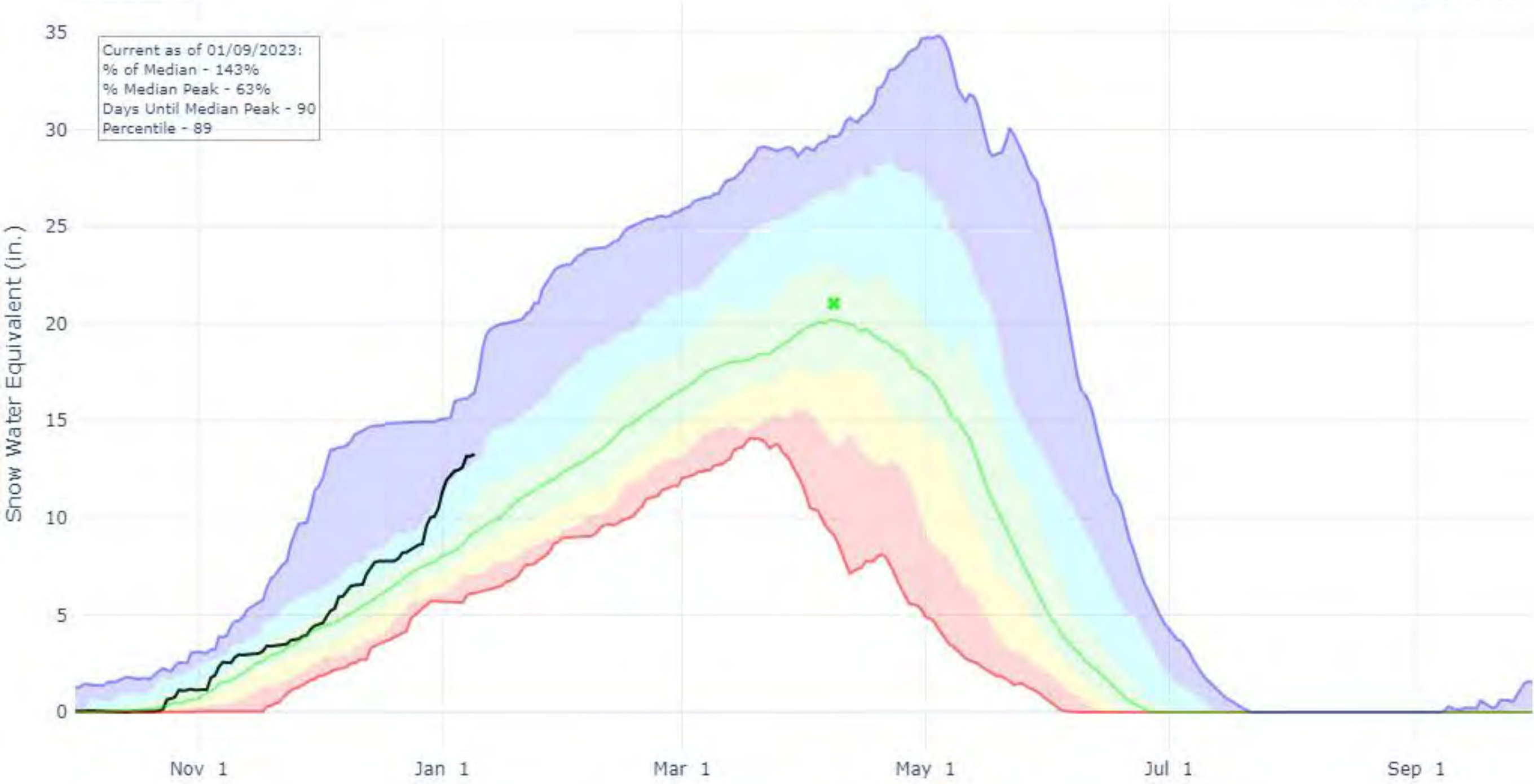


SNOW WATER EQUIVALENT IN YAMPA-WHITE-LITTLE SNAKE

Reset Range

[Link to data: CSV / JSON](#)

Station List



- Median Peak SWE
- Max
- Median (POR)
- Median ('91-'20)
- Min
- Stats. Shading
- 2023 (20 sites)
- 2022 (20 sites)
- 2021 (20 sites)
- 2020 (20 sites)
- 2019 (20 sites)
- 2018 (20 sites)
- 2017 (20 sites)
- 2016 (20 sites)
- 2015 (20 sites)
- 2014 (20 sites)
- 2013 (20 sites)
- 2012 (20 sites)
- 2011 (20 sites)
- 2010 (20 sites)
- 2009 (20 sites)
- 2008 (20 sites)
- 2007 (20 sites)
- 2006 (20 sites)
- 2005 (20 sites)
- 2004 (18 sites)



January 1, 2023 Water Supply Forecast Discussion

The [Colorado Basin River Forecast Center \(CBRFC\)](#) geographic forecast area includes the Upper Colorado River Basin (UCRB), Lower Colorado River Basin (LCRB), and Eastern Great Basin (GB).

Water Supply Forecast Summary

Following below normal Spring 2022 runoff, an active Southwest monsoon season brought near to above average precipitation to much of the region during June-September. The favorable monsoon season helped improve soil moisture conditions, especially across southwest CO (San Juan, Dolores basins) and the southeast LCRB (Salt, Upper Gila basins). However, CBRFC modeled soil moisture conditions remain below average across many of the major runoff producing areas. UCRB model soil moisture conditions are generally better (near to below average) when compared to GB soil moisture conditions (below to much below average).

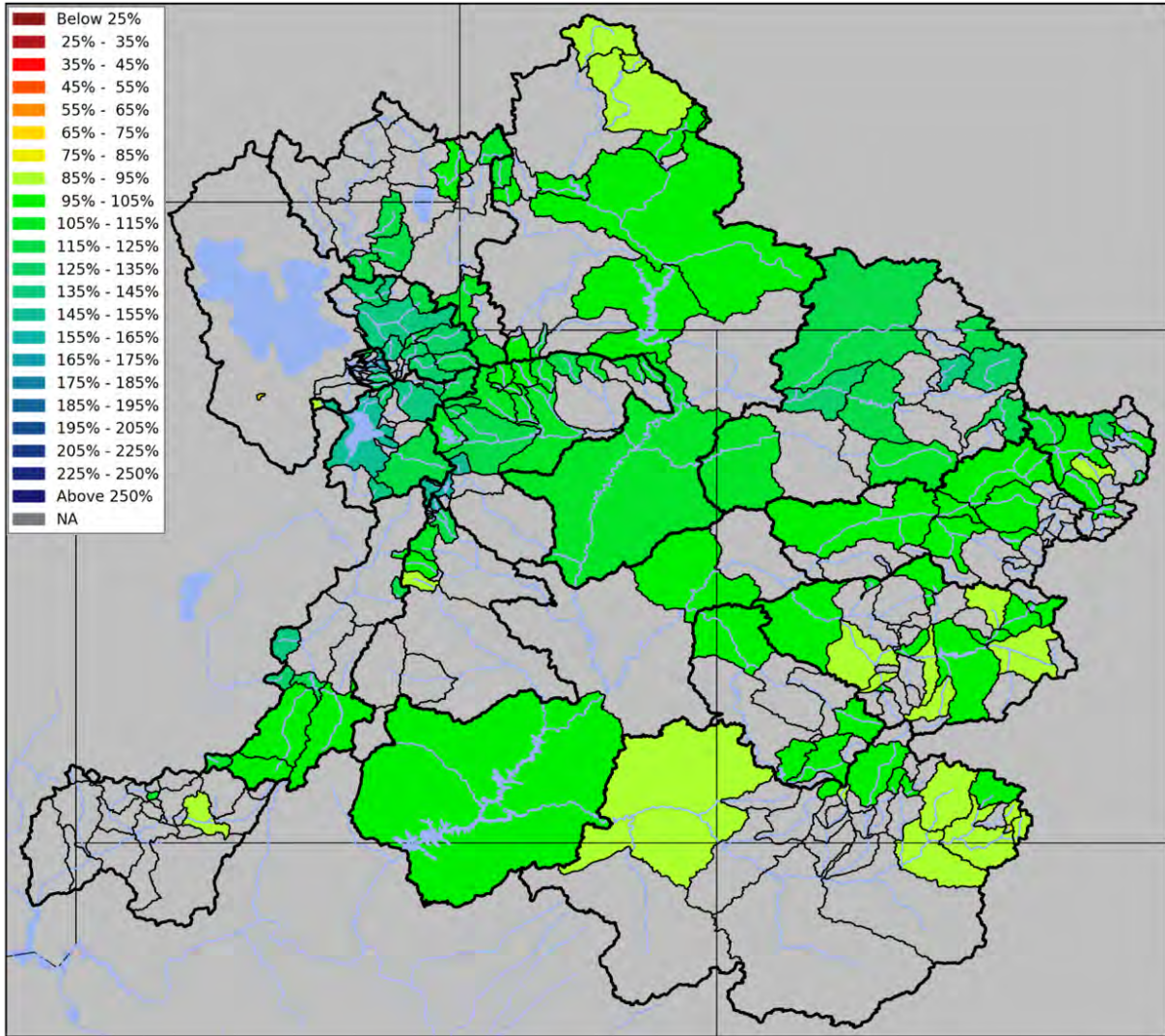
Precipitation continued into October, with snow accumulating during the last 10 days of the month. Widespread above normal December/early January precipitation improved snow water equivalent (SWE) conditions, particularly across UT. January 1 SWE conditions generally range between 110-180% of normal across the UCRB, 30-120% of normal across the LCRB, and 160-190% of normal across the GB.

April-July unregulated inflow forecasts for some of the major reservoirs in the UCRB include Fontenelle 700 KAF (95% average), Flaming Gorge 950 KAF (98%), Green Mountain 270 KAF (96%), Blue Mesa 605 KAF (95%), McPhee 260 KAF (102%), and Navajo 570 KAF (90%). The Lake Powell inflow forecast is 6.7 MAF (105% of average).

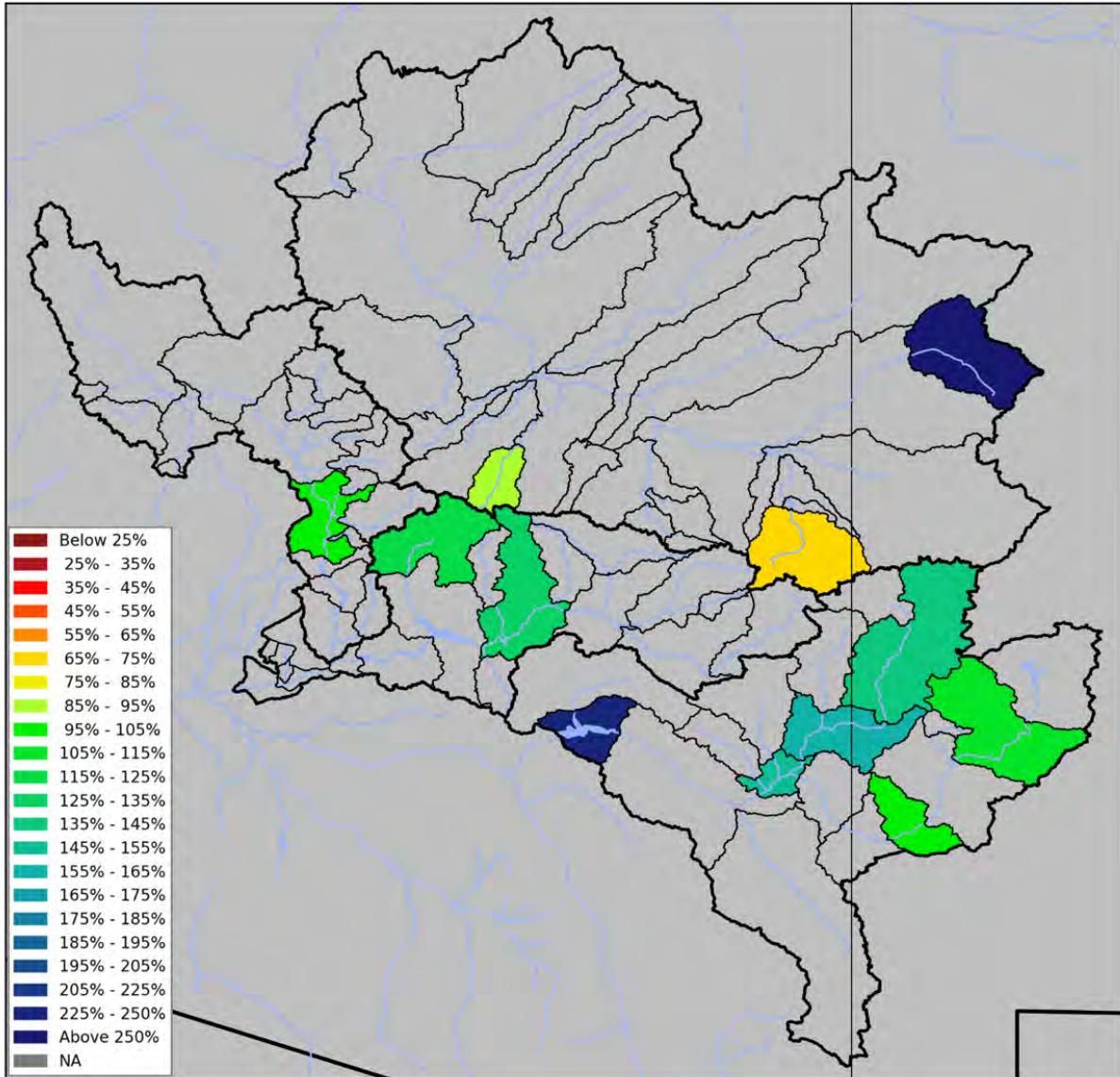
January 1 CBRFC water supply forecast ranges by basin:

April-July Water Supply Forecast Ranges (%Average)	
<i>*January-May Forecast Period (%Median)</i>	
UPPER COLORADO RIVER BASIN	
Basin	Forecast Range
Lake Powell	105
Green River Basin	
Upper Green	90-105
Duchesne	95-125
Yampa/White	110-140
Price/San Rafael/Dirty Devil	95-150
Colorado River Headwaters	
Above Kremmling	90-120
Kremmling to Cameo	95-100
Southwest Colorado	
Gunnison	90-110
Dolores	100-105
San Juan	85-100
LOWER COLORADO RIVER BASIN	
Virgin	90-110
<i>*Little Colorado</i>	70-95
<i>*Verde</i>	105
<i>*Salt</i>	120-130
<i>*Upper Gila</i>	100-235
GREAT BASIN	
Bear	105-120
Weber	120-145
Six Creeks	115-175
Provo/Utah Lake	95-155
Sevier	95-135

Seasonal Water Supply Forecasts



Upper Colorado, Great Basin, and Virgin River Basins
January 2023 April-July forecast volumes as a percent of 1991-2020 average
(50% exceedance probability forecast).



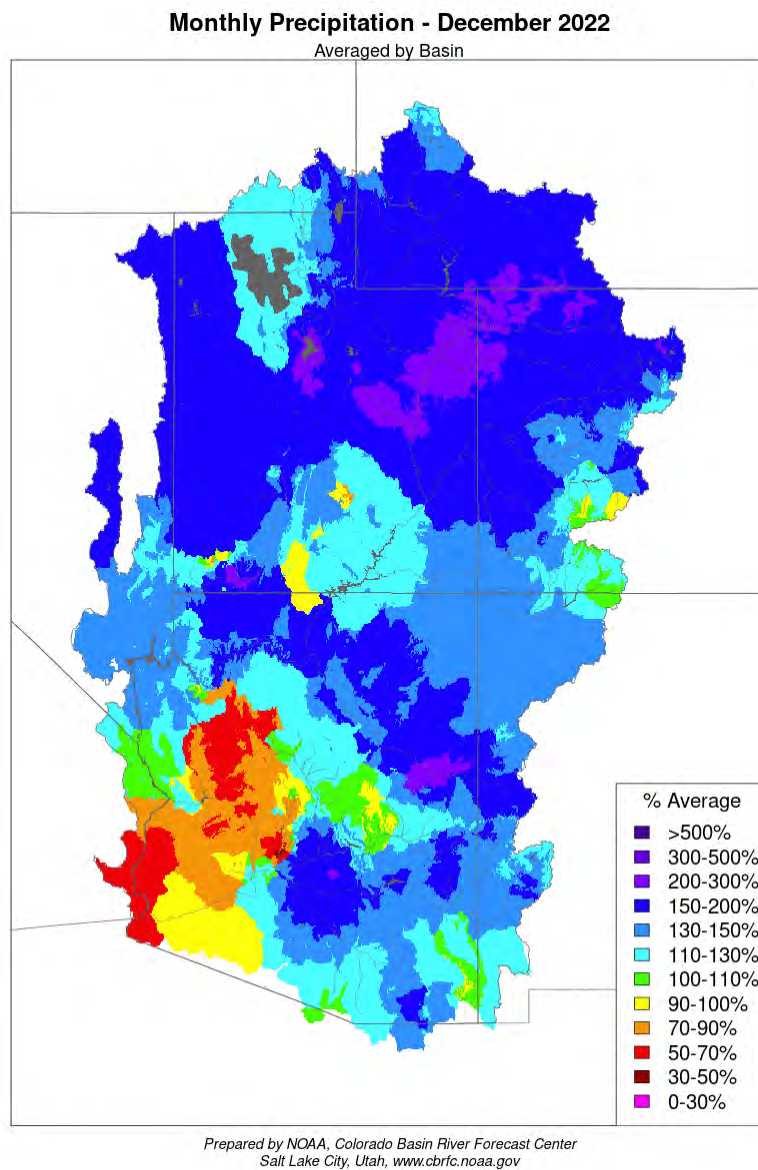
Lower Colorado River Basin (AZ/NM)
 2023 January-May forecast volumes as a percent of 1991-2020 median
 (50% exceedance probability forecast).

For specific site water supply forecasts click [here](#).

Water Supply Discussion

December Precipitation

Active weather occurred during much of December across the CRB and GB, with only a handful of days during the month seeing no precipitation. December precipitation (image below) was much above average across the majority of the CRB and GB, with the northern/central Wasatch Range in UT and the Sierra Madre and Park Ranges in northwest CO receiving the most precipitation during December. A number of SNOTEL stations in these areas reported December precipitation values above the 90th percentile and ranking in the wettest five on record. December 27 - January 3 was a very active weather period that delivered 5+ inches of precipitation to parts of UT, western CO, and central AZ.

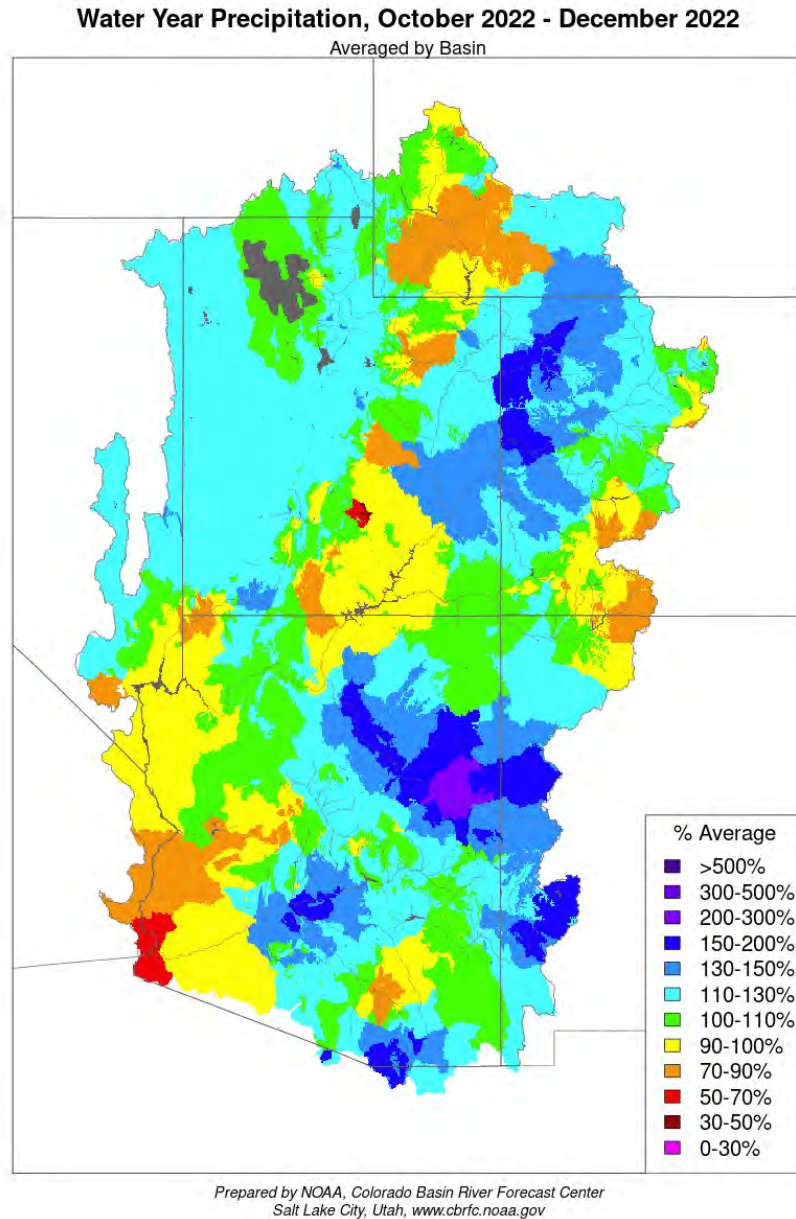


December 2022 percent of average precipitation.

For CBRFC monthly precipitation maps click [here](#).

Water Year Precipitation

Water year precipitation can be used as a good indicator of early season water supply conditions. October precipitation was above average across much of AZ as well as lower elevation areas along the UT/CO border, while the majority of the GB and Upper Green River Basin received below normal precipitation during the month. A few storm systems moved through the region during November, with precipitation primarily targeting western UT, southwest WY, and northwest CO. Following above average December precipitation, water year precipitation-to-date (October-December) is generally near to above average across the region, which is shown in the figure and table below.



Water Year 2023 percent of normal precipitation.

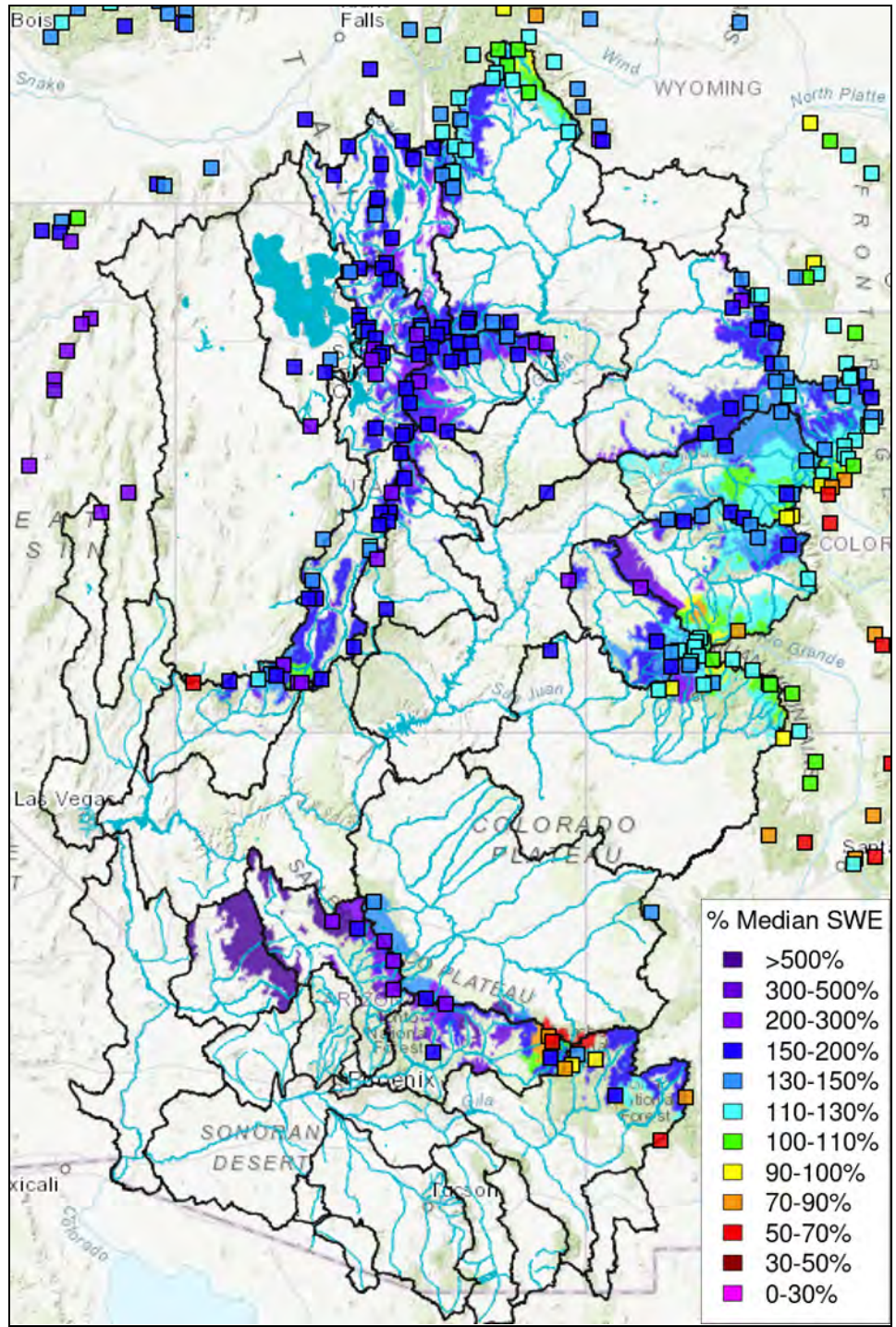
For CBRFC seasonal precipitation maps click [here](#).

Water Year 2023 CBRFC Precipitation (Significant Runoff Areas) Percent of 1991-2020 Average				
UPPER COLORADO RIVER BASIN				
	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Oct-Dec</u>
Above Lake Powell	84	82	152	107
Green River Basin				
Above Fontenelle	48	92	140	98
Above Flaming Gorge	51	101	156	105
Yampa/White	82	102	179	124
Duchesne	49	86	178	103
Price/San Rafael/Dirty Devil	82	83	181	118
Colorado River Headwaters				
Above Kremmling	58	90	150	101
Eagle	101	86	146	111
Roaring Fork	103	81	142	108
Above Cameo	87	86	148	107
Southwest Colorado				
Gunnison	97	74	136	103
Dolores	113	64	152	109
San Juan	97	62	119	92
LOWER COLORADO RIVER BASIN				
Virgin	77	172	113	121
Little Colorado	166	81	121	123
Verde	158	79	114	115
Salt	143	50	126	109
Upper Gila	196	26	140	130
GREAT BASIN				
Bear	58	120	143	114
Weber	58	133	157	121
Six Creeks	77	130	157	125
Provo/Utah Lake	77	108	177	124
Sevier	85	109	149	116

Snowpack

An October 22-27 storm system delivered the first snow of water year 2023 across higher elevations of the UCRB and GB. During November, snowpack conditions as a percent of normal generally improved across northern basins and declined across southern basins, with brief periods of low and mid-elevation snowmelt occurring during the month. Above normal December/early January precipitation across most of the region improved SWE conditions, particularly across UT. Water year 2023 CBRFC model SWE conditions are summarized in the table below.

Water Year 2023 CBRFC Model SWE (Significant Runoff Areas) Percent of 1991-2020 Median			
UPPER COLORADO RIVER BASIN			
	Dec1	Jan1	Change
Above Lake Powell	91	126	35
Green River Basin			
Above Fontenelle	97	112	15
Above Flaming Gorge	104	127	23
Yampa/White	115	160	45
Duchesne	91	146	55
Price/San Rafael/Dirty Devil	123	164	41
Colorado River Headwaters			
Above Kremmling	84	122	38
Eagle	95	118	23
Roaring Fork	91	114	23
Above Cameo	89	122	33
Southwest Colorado			
Gunnison	85	117	32
Dolores	67	122	55
San Juan	64	87	23
LOWER COLORADO RIVER BASIN			
Virgin	141	121	-20
Little Colorado	2	49	47
Verde	0	108	108
Salt	38	52	14
Upper Gila	0	28	28
GREAT BASIN			
Bear	160	165	5
Weber	197	180	-17
Six Creeks	210	188	-22
Provo/Utah Lake	177	187	10
Sevier	148	159	11



January 3, 2023 percent median SWE -
 NRCS SNOTEL Observed (squares) and CBRFC hydrologic model significant runoff areas.

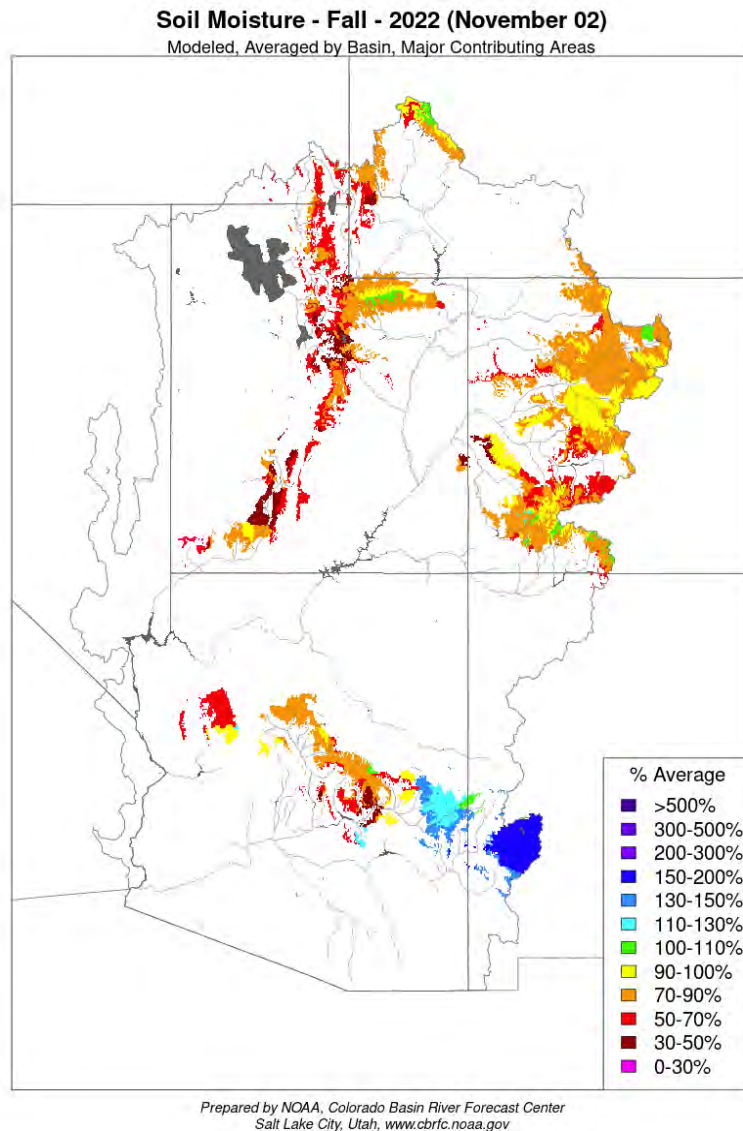
For updated SNOTEL information click [here](#).

For CBRFC hydrologic model snow conditions click [here](#).

Soil Moisture

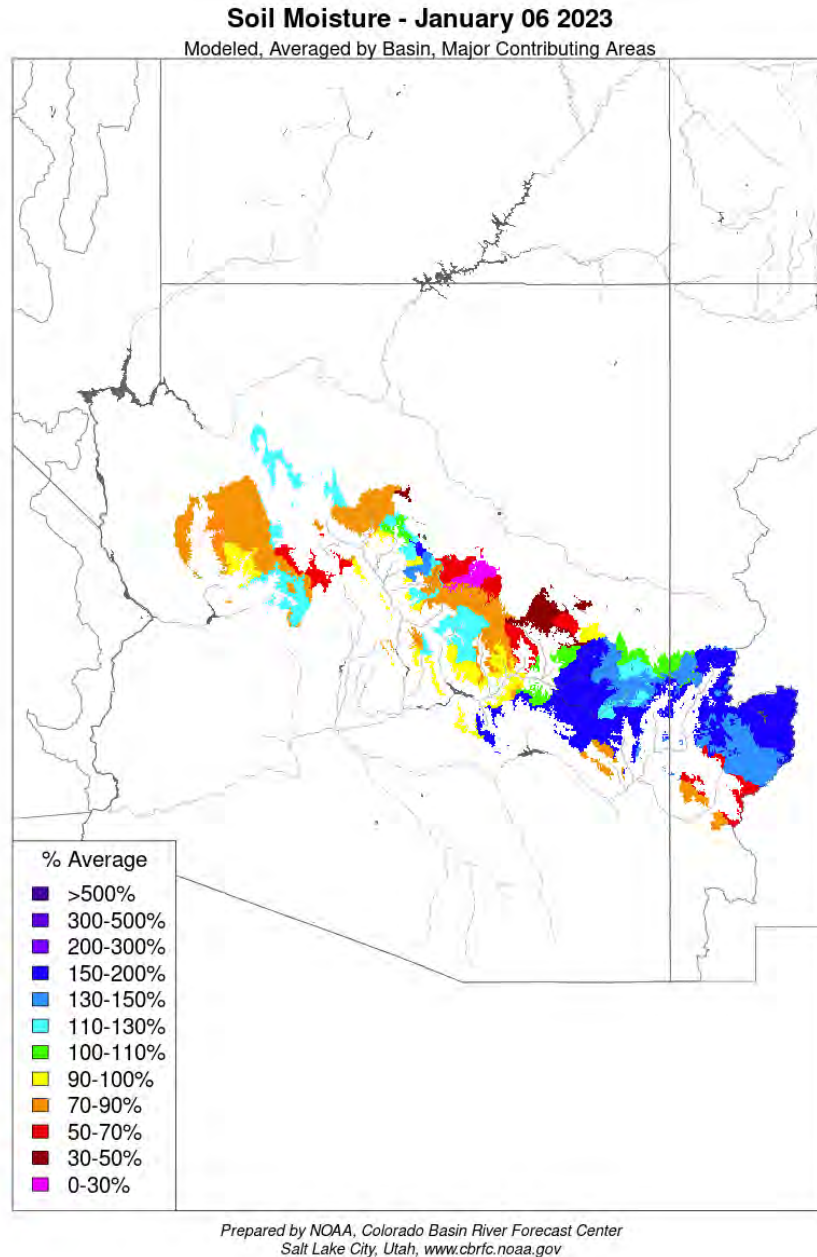
CBRFC hydrologic model soil moisture states are adjusted in the fall after the irrigation season and prior to the winter snowpack accumulation to accurately reflect observed baseflow conditions. CBRFC model fall soil moisture conditions impact early season water supply forecasts and the efficiency of spring runoff. Above average fall soil moisture conditions have a positive impact (increased runoff efficiency) on early season water supply forecasts while below average conditions have a negative impact (decreased runoff efficiency). The timing and magnitude of spring runoff is ultimately a result of SWE conditions, spring weather, and antecedent soil moisture conditions.

A favorable monsoon season helped to improve soil moisture conditions, especially across southwest CO (San Juan, Dolores basins) and the southeast LCRB (Salt, Upper Gila basins). However, Fall (antecedent) soil moisture conditions remain below average across many of the major runoff producing areas. UCRB model soil moisture conditions are generally better (near to below average) when compared to GB soil moisture conditions (below to much below average).



November 2022 CBRFC hydrologic model soil moisture conditions.

Soil moisture conditions tend to fluctuate more in the LCRB of AZ and NM in the winter due to the frequency of rain events and melting snow. Soil conditions in the fall are less informative than they are in the northern basins that remain under snowpack throughout the winter season. Basins with above average soil moisture conditions can be expected to experience more efficient runoff from rainfall or snowmelt while basins with below average soil moisture conditions can be expected to have lower runoff efficiency until soil moisture deficits are fulfilled. Early January model soil moisture is variable across the LCRB, with conditions generally improving from west to east across AZ, and is shown in the image below.



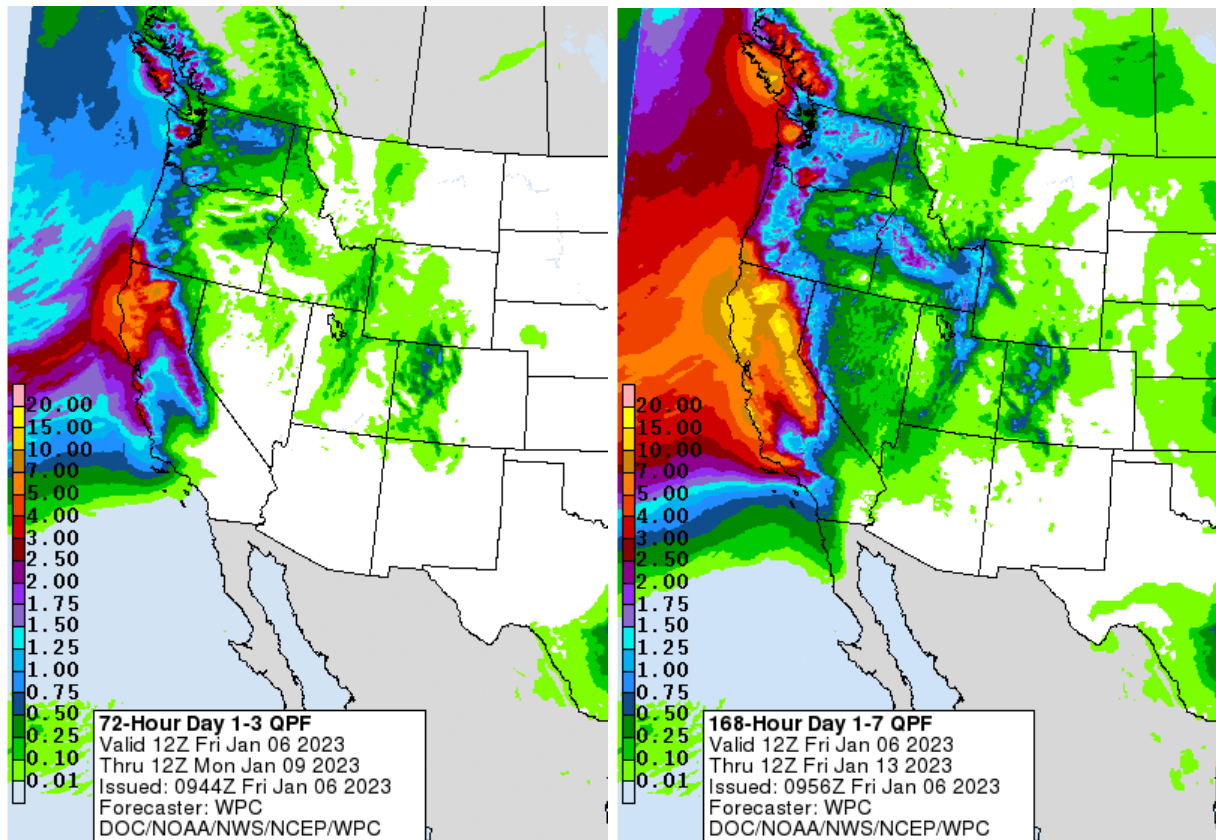
Lower Colorado River Basin (AZ/NM) model soil moisture as of January 6, 2023.

For CBRFC hydrologic model soil moisture conditions click [here](#).

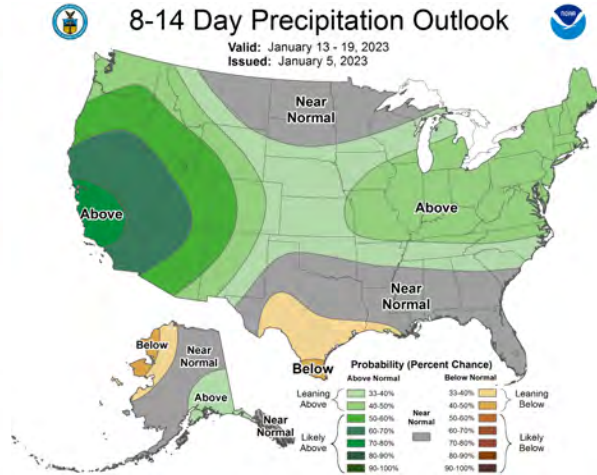
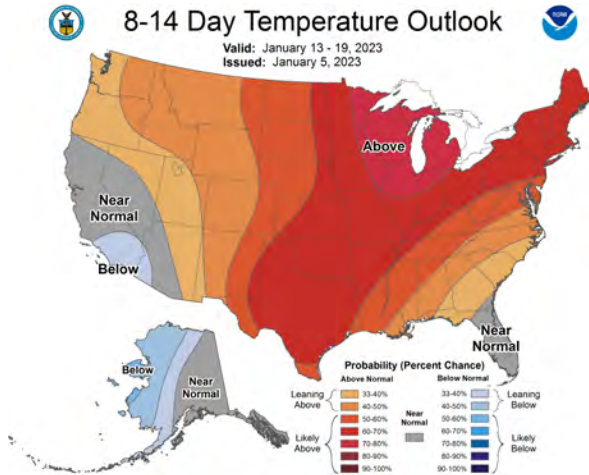
Upcoming Weather

An upper level low is moving across UT and CO today (Friday, January 6), bringing widespread rain and snow showers across the UCRB and GB. Precipitation totals through early Saturday are expected to be in the range of 0.25 to 0.50 inches, with up to an inch for the high elevations of CO. After this low passes, the overall weather pattern will remain progressive, with a large trough of low pressure located over the eastern Pacific and westerly flow over the US. This will allow for the continued quick passage of shortwave troughs and ridges, bringing periods of precipitation and clear weather. The first shortwave trough arrives late this weekend, though precipitation chances look to be minimal at best, and are confined to high terrain. The second arrives mid-week, and will bring more widespread precipitation due to better moisture availability from an atmospheric river event affecting much of the West. Precipitation totals are currently forecast in the range of around 0.25" at lower elevations, to up to an inch for higher terrain. Temperatures throughout the week will be near to slightly above average due to primarily westerly and southerly flow.

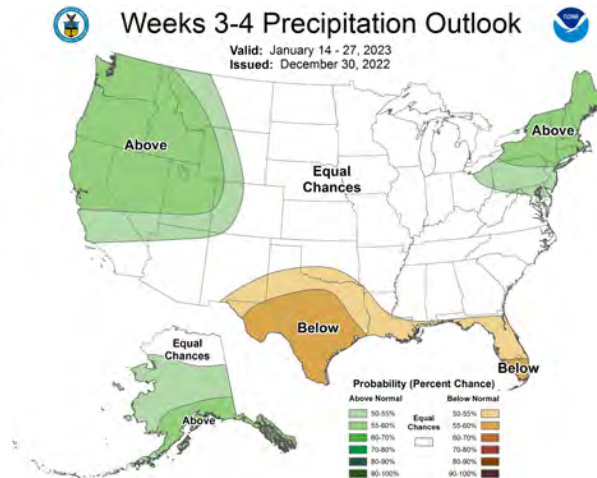
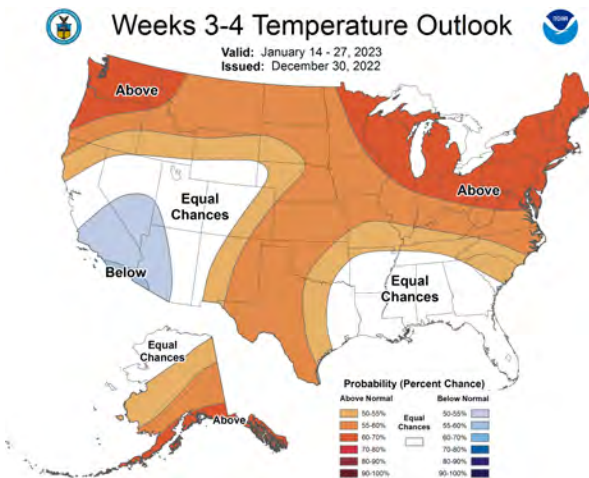
Beyond this week, a similar weather pattern looks to remain in place. The 8-10 day period is still characterized by an eastern Pacific/Western US trough that will continue to bring wet and cool weather to the region. The Climate Prediction Center (CPC) places the GB and CRB at elevated odds of wetter than normal precipitation, and near normal to slightly elevated odds of average to above average temperatures for the 8-14 day period. Slight chances for above average precipitation for the northern half of the region extends through the one month outlook provided by the CPC.



NWS Weather Prediction Center precipitation forecast for January 6-9, 2023 (left), and January 6-13, 2023 (right).



NWS Climate Prediction Center temperature and precipitation probability forecasts for January 13-19, 2023.



NWS Climate Prediction Center temperature and precipitation probability forecasts for January 14-27, 2023.

Basin Conditions and Summary Graphics

- [Green River Basin](#)
- [Upper Colorado River Basin](#)
- [San Juan River Basin](#)
- [Great Salt Lake Basin](#)
- [Sevier River Basin](#)
- [Virgin River Basin](#)

End Of Month Reservoir Content Tables

- [Green River Basin](#)
- [Upper Colorado River Basin](#)
- [San Juan River Basin](#)
- [Great Salt Lake Basin](#)
- [Sevier Basin](#)

Acronyms & Abbreviations

CBRFC - Colorado Basin River Forecast Center

CPC - Climate Prediction Center

CRB - Colorado River Basin

GB - Great Basin

KAF - thousand acre-feet

LCRB - Lower Colorado River Basin

SNOTEL - Snow Telemetry

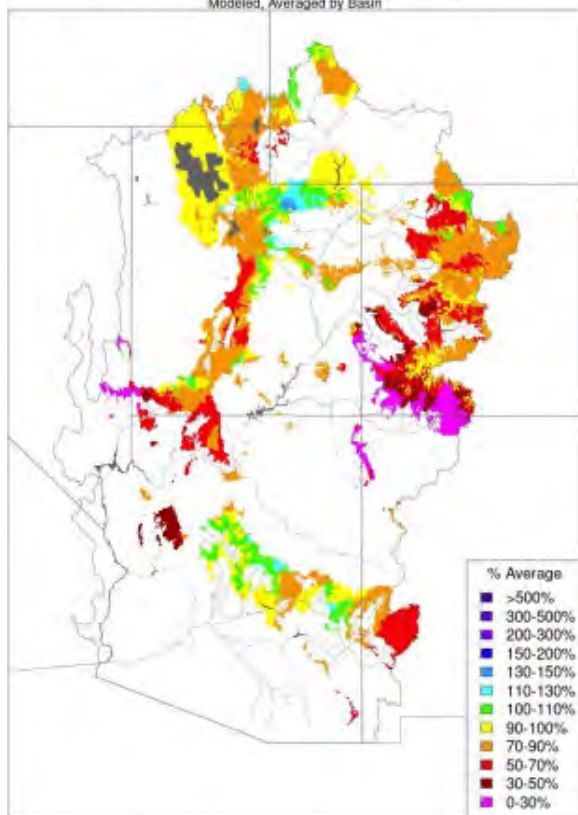
SWE - snow water equivalent

UCRB - Upper Colorado River Basin

Fall Model Soil Moisture Conditions: 2021 vs. 2022

Soil Moisture - Fall - 2021 (November 15)

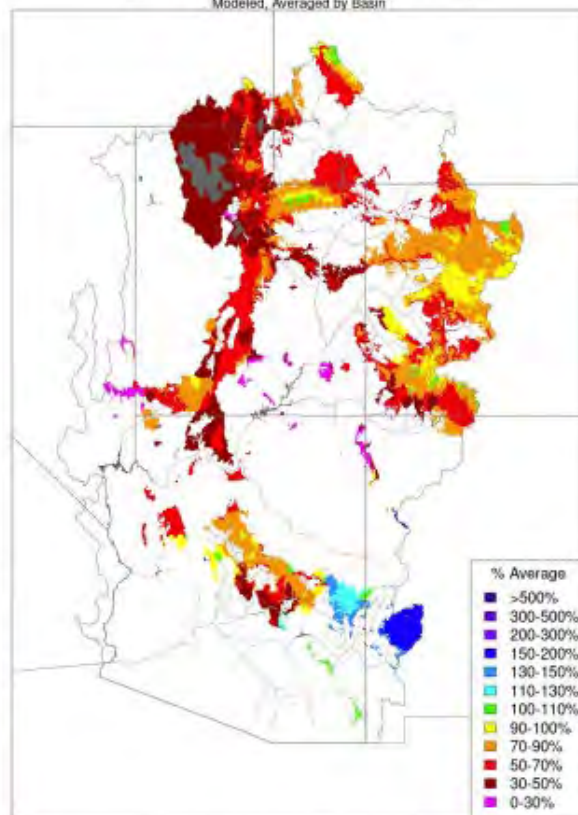
Modeled, Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center
Salt Lake City, Utah, www.cbrfc.noaa.gov

Soil Moisture - Fall - 2022 (November 02)

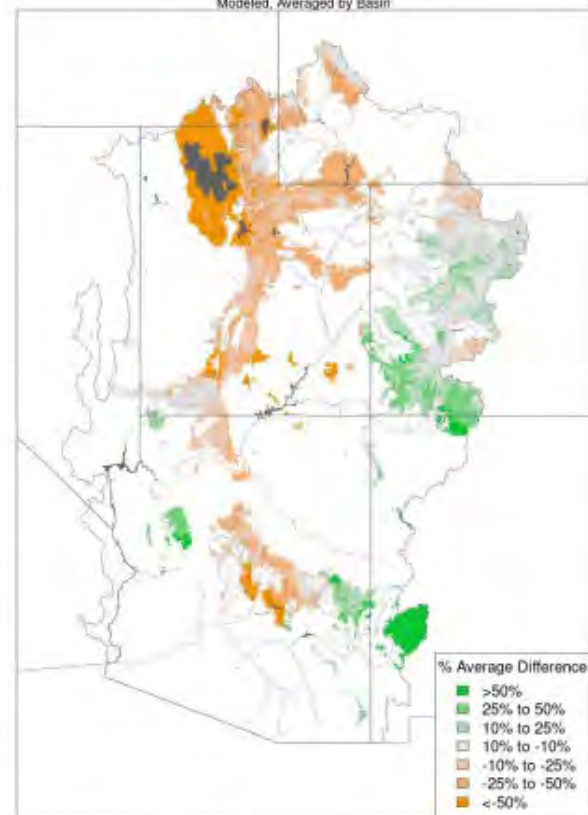
Modeled, Averaged by Basin



Prepared by NOAA, Colorado Basin River Forecast Center
Salt Lake City, Utah, www.cbrfc.noaa.gov

Soil Moisture - Fall - 2022 vs 2021

Modeled, Averaged by Basin

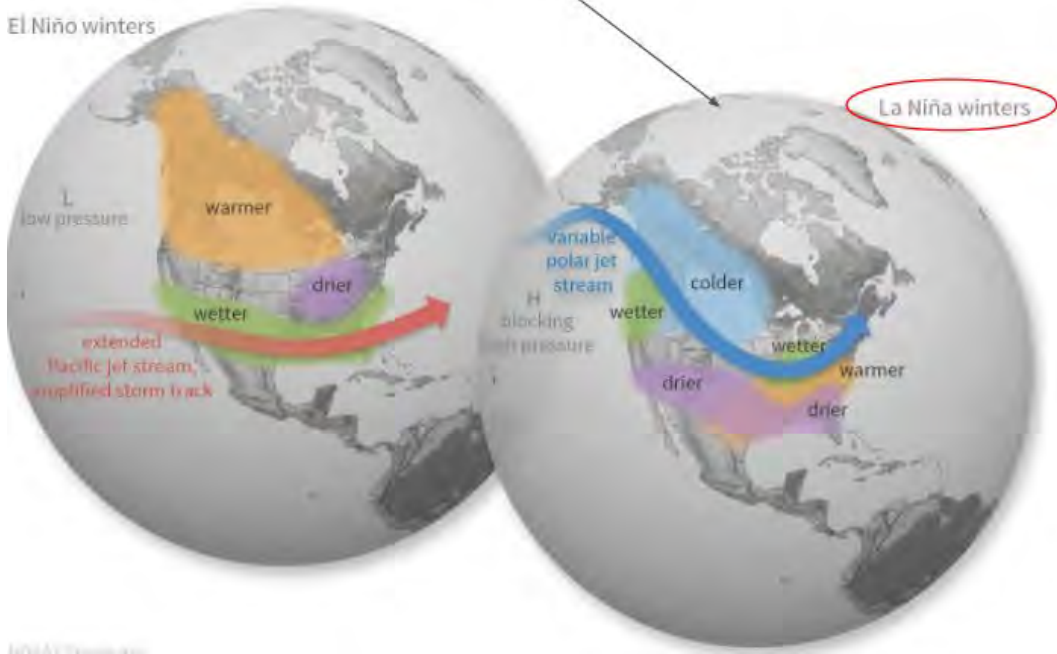


Prepared by NOAA, Colorado Basin River Forecast Center
Salt Lake City, Utah, www.cbrfc.noaa.gov

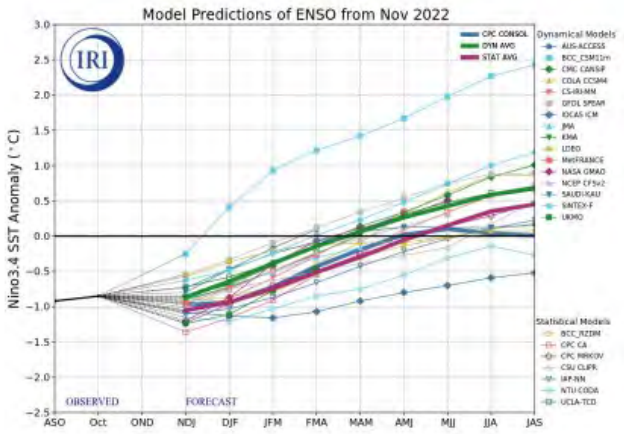
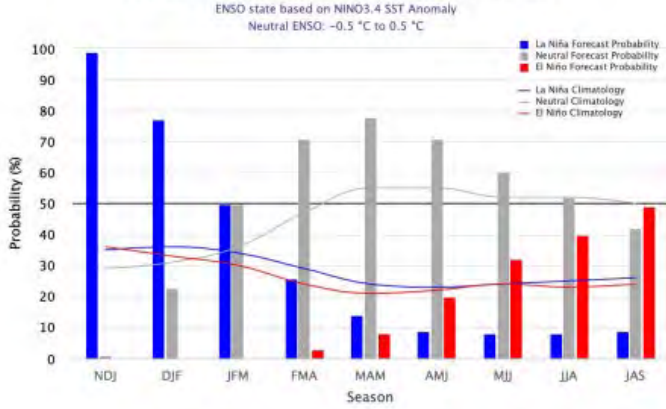
El Niño Southern Oscillation (ENSO) Status

DIAGNOSTIC DISCUSSION
 Issued by
 CLIMATE PREDICTION CENTER/NCEP/NWS
 8 December 2022

- **La Niña** is expected to continue into the winter
 - Increased chances of drier winter weather in Arizona/LCRB
 - Much weaker correlation/winter weather signal elsewhere in basin
 - Equal chances of La Niña and ENSO-neutral during January-March 2023
 - ~70% chance of ENSO-neutral in February-April 2023



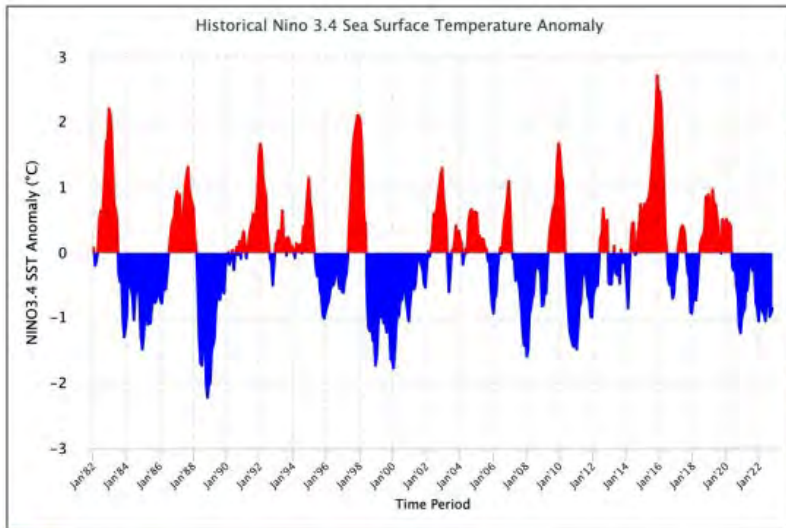
Early-December 2022 CPC Official Probabilistic ENSO Forecasts



El Niño Southern Oscillation (ENSO) Status

"With a 76% chance of La Niña through this winter, it's likely that we will have **a third La Niña winter in a row**, which would be only the third time since 1950 that this has occurred."

"..there is nothing obviously different about La Niña three-peats relative to all other La Niñas that would lead to markedly different expectations."

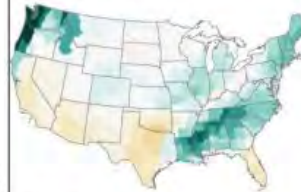


Winter precipitation during La Niña three-peats

Dec-Feb (DJF) value

Three-peat #1

1973-74 (-1.8)



1974-75 (-0.5)

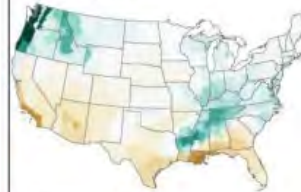


1975-76 (-1.6)



Three-peat #2

1998-99 (-1.5)



1999-00 (-1.7)



2000-01 (-0.7)



Three-peat #3

2020-21 (-1.0)



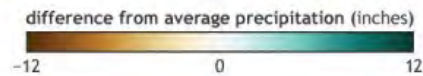
2021-22 (-1.0)



2022-23



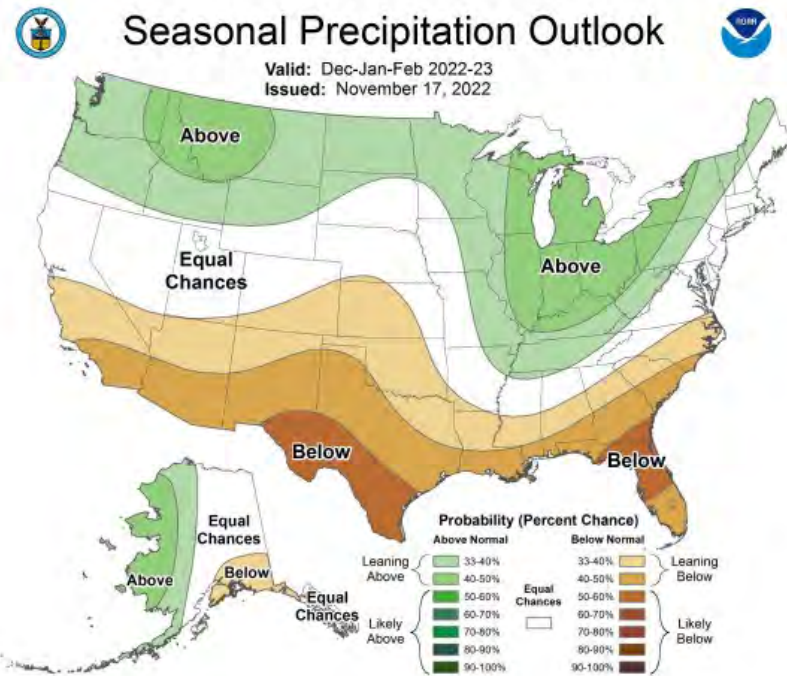
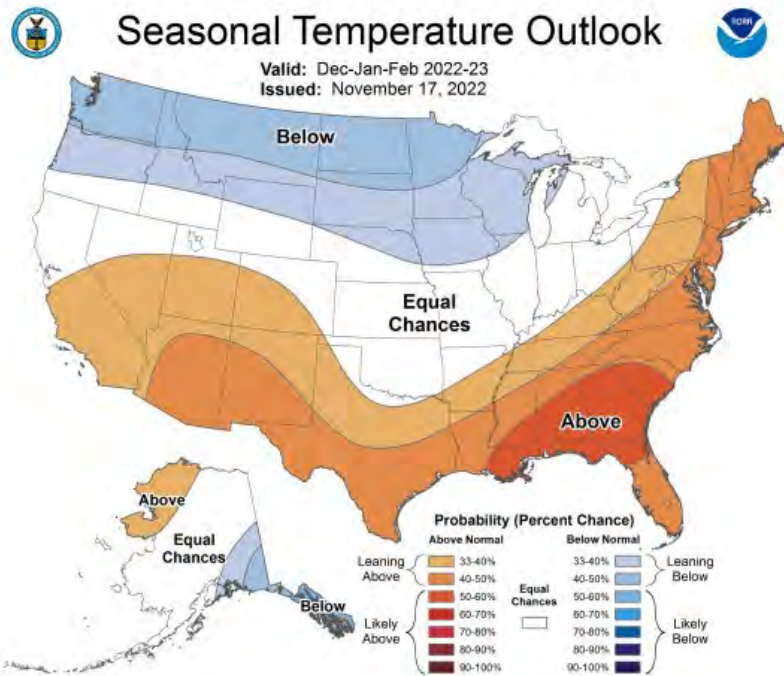
December-February vs. 1981-2010 average



NOAA Climate.gov
Data: NCEI/ESRL

Climate Prediction Center Seasonal Outlook (Dec-Jan-Feb)

Typical of a La Niña pattern: increased chances of warmer/drier winter weather across AZ/LCRB.



Colorado

Water Supply Outlook Report

January 1st, 2023



December brought some decent snowstorms to the front range. Two Sarus cranes stand on one log at the Denver Zoo on New Year's Day staying warm after a significant storm impacted the front range. These storms contributed to the current snowpack in the South Platte River basin which stands at 115 percent of median.

Photo By: Joel Atwood

REMINDER: We are soliciting field work photos from the field again this year. Each month we will pick one to grace the cover of this report! Please include information on where, when and of who/what the photo was taken.

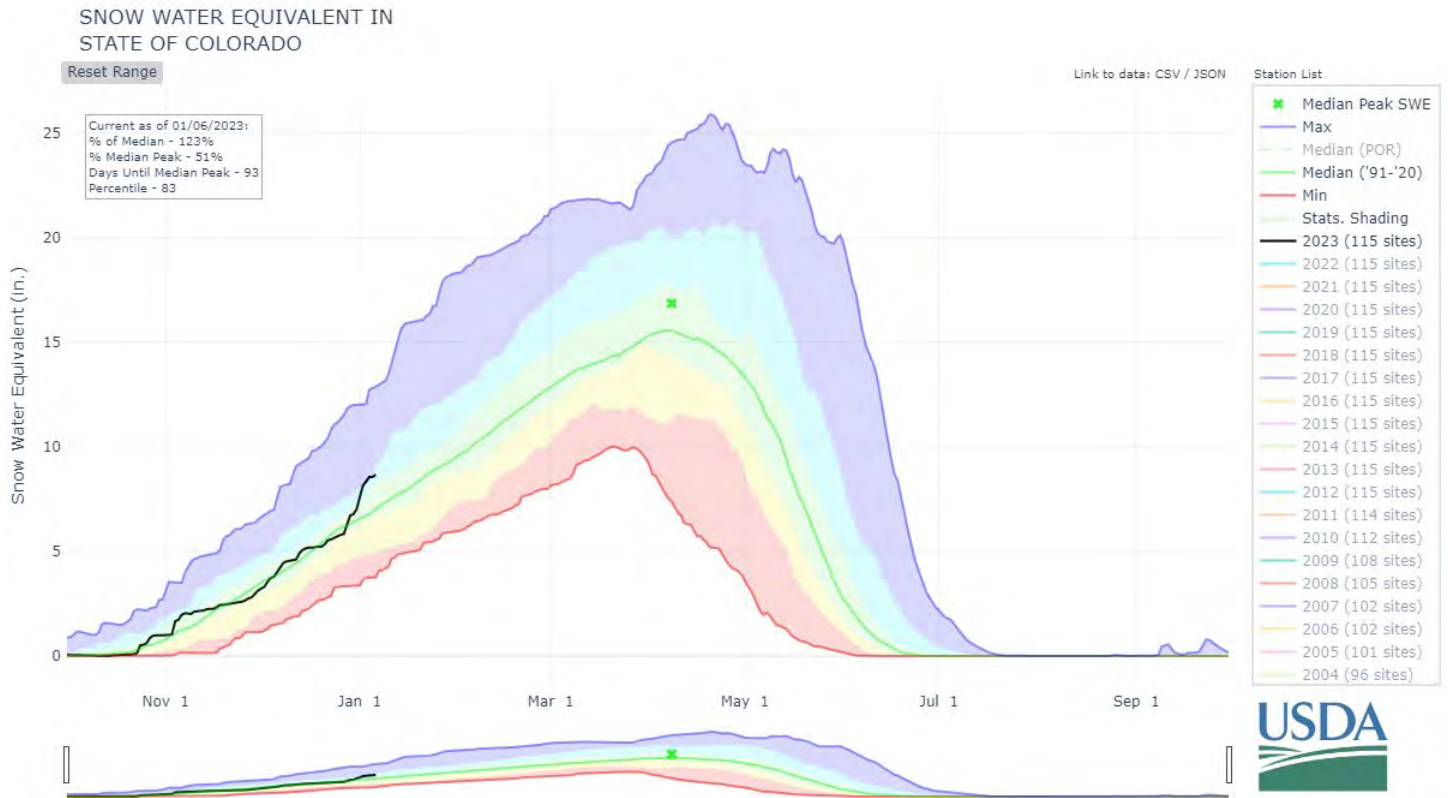
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Colorado Statewide Water Supply Conditions for January 1st

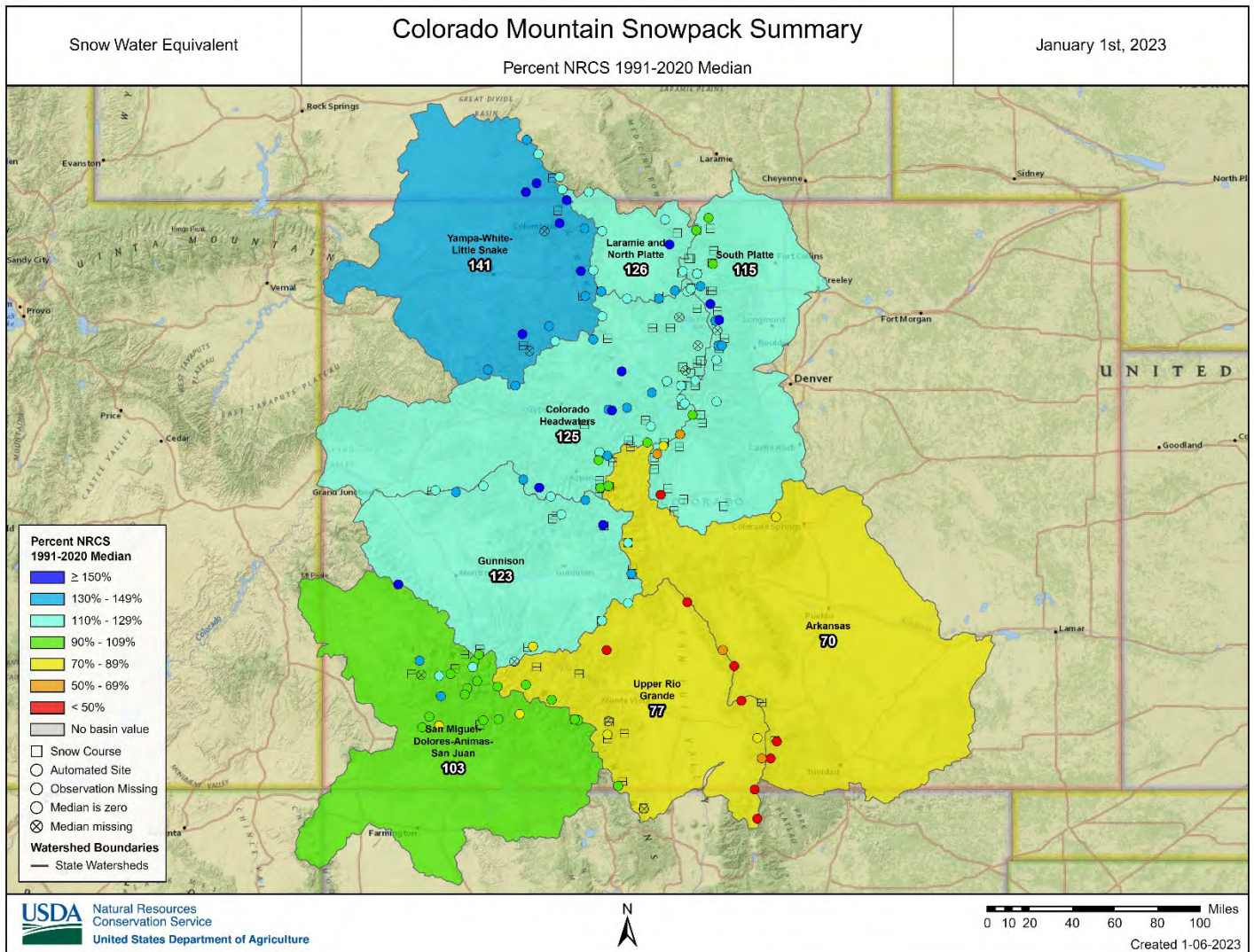
Summary



*For the above graph, snow water equivalent (SWE) values are calculated using daily SNOTEL data only. SWE numbers presented in the text are values from the first of the month and include manual Snow Course measurements along with SNOTEL data.

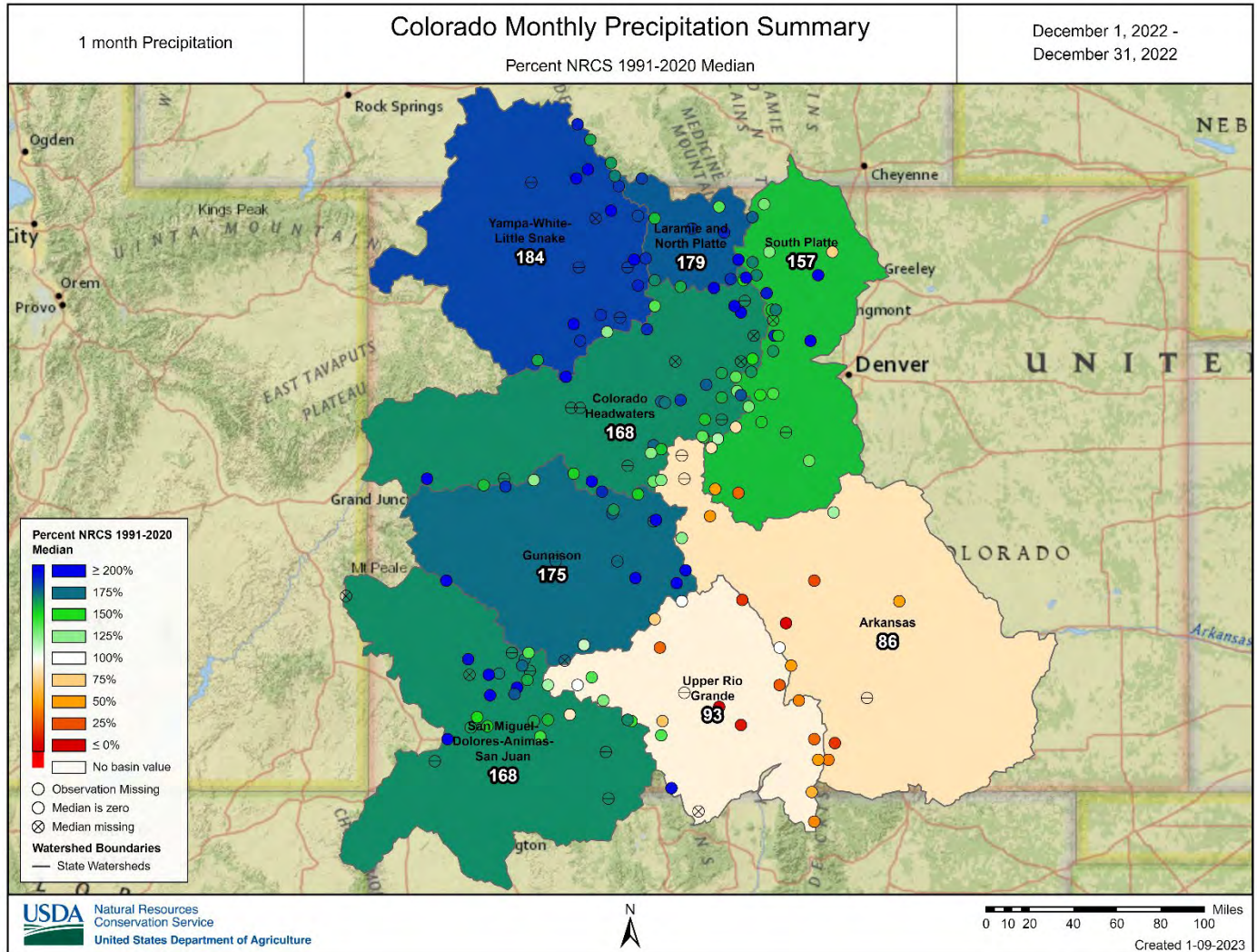
Snowpack accumulation is off to an encouraging start, from a water supply standpoint, across most major basins in Colorado. As of January 1st all major basins except the Rio Grande and Arkansas were holding above normal snow water equivalent. This continued to significantly improve into the first few days of January across the state and particularly in southwest Colorado. Streamflow forecasts largely reflect the spatial trends seen in snowpack accumulation and water year to date precipitation. The most plentiful streamflow forecasts are in the North Platte and combined Yampa-White-Little Snake basins. The lowest forecasted streamflow volumes, relative to normal, are in rivers in the parts of the Arkansas and Rio Grande basins originating from the Sangre de Cristo Mountains which have received the least snowfall of any mountain range in the state so far this water year. Reservoir storage continues to vary widely across Colorado. After several years of low streamflow volumes and reservoir management strategies affecting the entire Upper Colorado River basin reservoir volumes remain the lowest in the Gunnison and combined San Miguel-Dolores-Animas-San Juan basins with 64 and 66 percent of normal storage, respectively. On the high end of the spectrum the Rio Grande and Colorado Headwaters are currently holding slightly above normal reservoir storage. In addition to current observed hydrologic conditions, above normal summer precipitation across the state led to improved soil moisture conditions going into winter compared to the last several years. This can significantly improve the efficiency of snowmelt runoff during the spring and summer runoff season from any given snowpack.

Snowpack



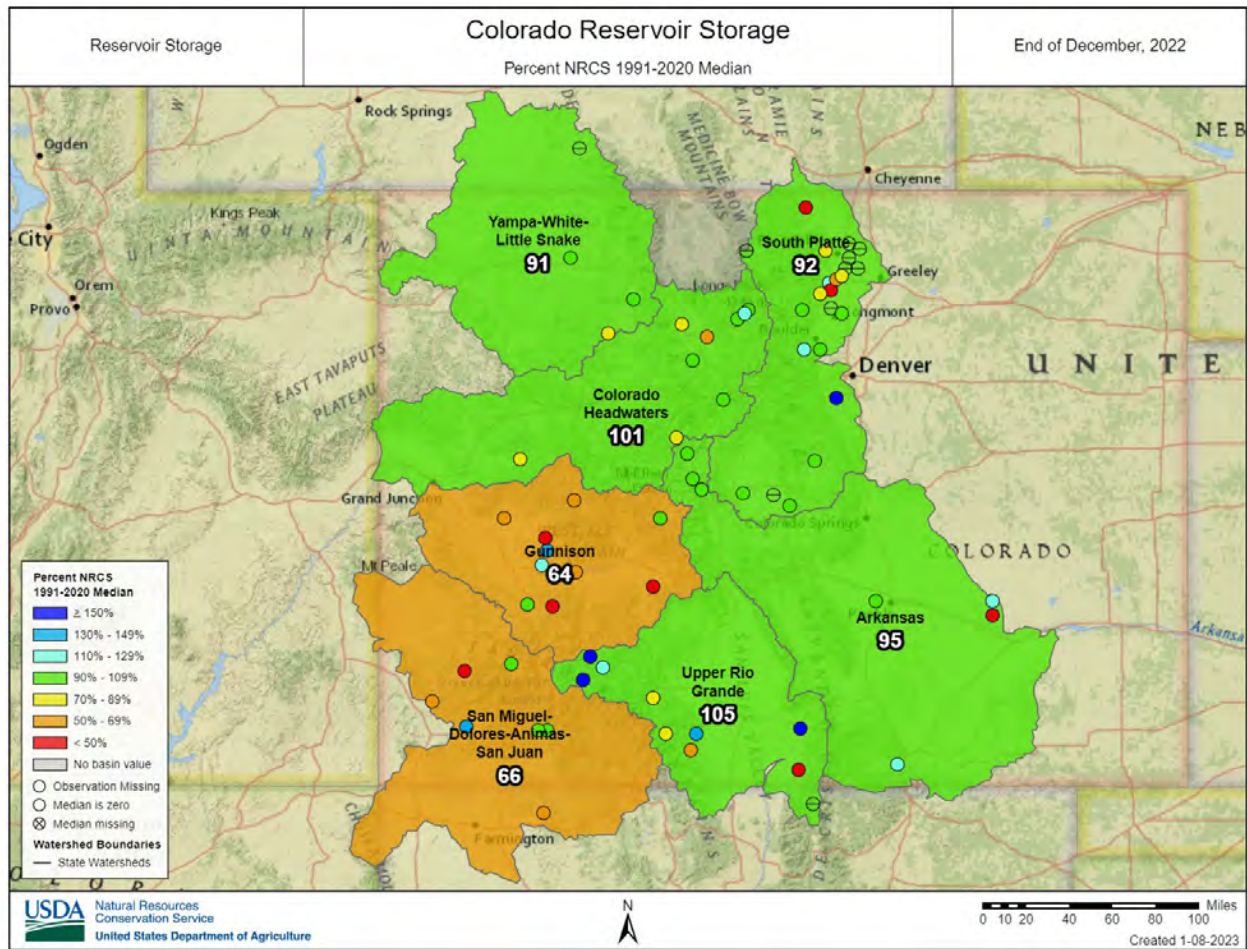
A series of atmospheric rivers have delivered substantial snowpack to Colorado over the last several weeks, improving the water supply outlook in most major basins. All basins west of the continental divide have above-median snowpack ranging from 103% of median in the San Miguel-Dolores-Animas-San-Juan combined basins to 141% of median in the Yampa-White-Little Snake combined basin. East of the divide, the snowpack is more variable. The northern front range has many SNOTEL stations with above normal snowpack but farther south the snowpack diminishes. The South Platte River basin currently is 115 percent of median compared to the Arkansas and the Upper Rio Grande River basins where snowpack is at 70 and 77 percent of median respectively. Statewide, 33 SNOTEL stations rank top 5 all-time for greatest snowpack this time of year, including 5 sites ranking 1st. Three SNOTEL sites rank second lowest in snowpack for January 1st; all within the Sangre de Cristo Mountains and northeastern San Juan Mountains. Despite an encouraging start, [La Niña conditions](#) continue to persist in the Pacific Ocean which could bring drier conditions as the season continues.

Precipitation



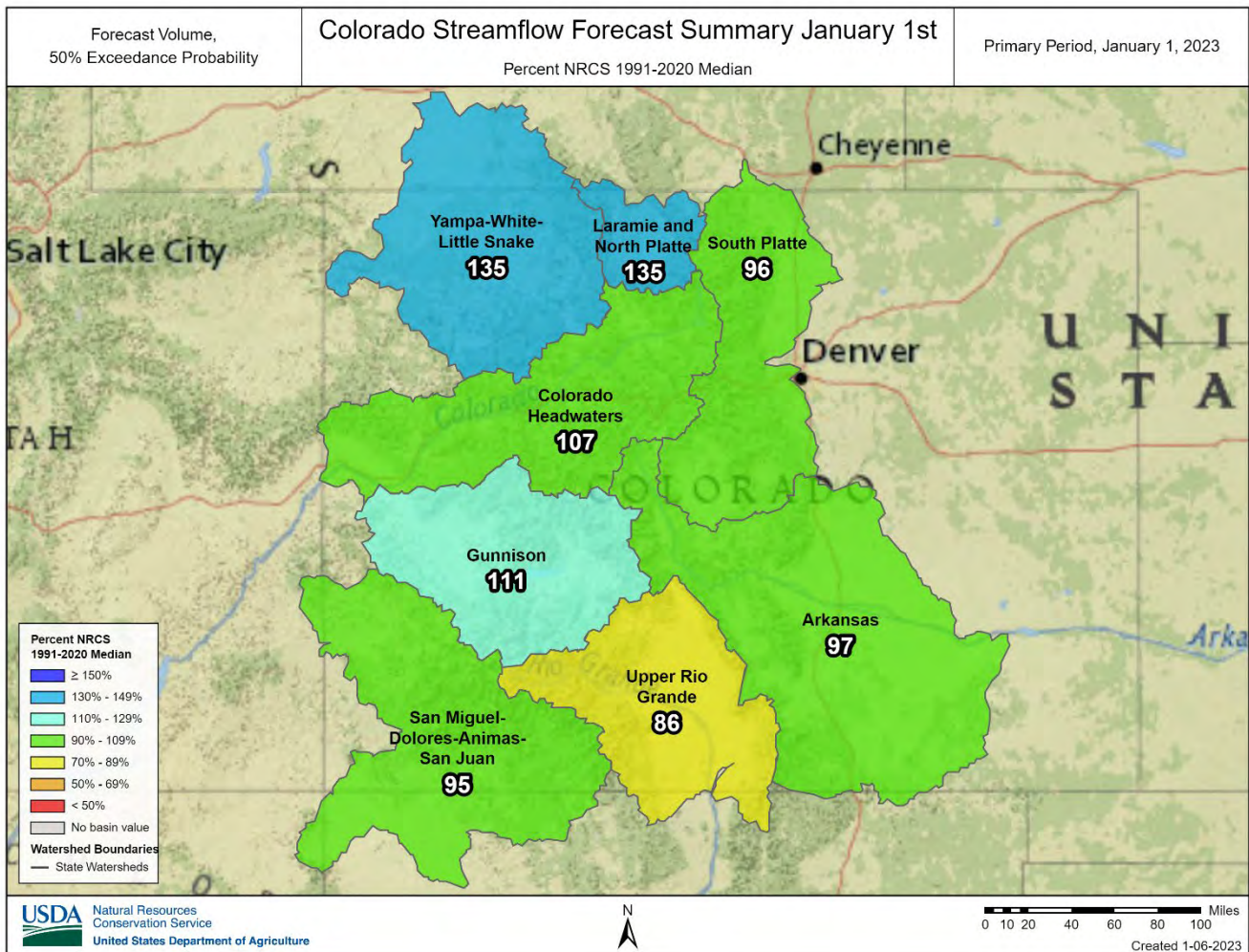
The months of October and November brought below normal precipitation amounts to Colorado but with all major basins receiving between 73-95 percent of normal accumulations. December brought very substantial precipitation to northern and western Colorado while significant portions of south-central Colorado received minimal benefit from these storm tracks. The regions of the state that received the least precipitation were largely in the Rio Grande and Arkansas basins which both had below normal precipitation accumulations through December. In stark contrast all other major basins in the state received between 157 and 184 percent of normal December precipitation. Looking at water year to date precipitation much of these differences are lessened but the Arkansas and Rio Grande basins still have below normal values at 82 and 87 percent of normal, respectively. The combined San Miguel-Dolores-Animas-San Juan basins as well as the South Platte reside with very near normal water year precipitation amounts, both at 101 percent. The Gunnison, Colorado Headwaters, and North Platte have all received 114 percent of normal water year precipitation. The combined Yampa, White, and Little Snake basins have received the most precipitation in the state, relative to normal, since October 1st at 126 percent of the median.

Reservoir Storage



Reservoir storage slightly increased during the start of the 2023 water year in Colorado. Statewide reservoir storage was low most of the 2022 water year, however, the end of December statewide reservoir storage was approximately 87 percent of median, 12 percent higher than the end of December last year. The combined Yampa-White-Little Snake river basin and South Platte River basin ended December with 91 and 92 percent of median storage, respectively. The Colorado Headwaters basin has 101 percent of median storage. The Upper Rio Grande and Arkansas river basins are at 105 and 95 percent of median respectively. Reservoir storage in the Gunnison and combined San Miguel-Dolores-Animas-San Juan river basins is the lowest in the state and is at 64 and 66 percent of median, respectively. Overall, the southwest river basins continue to show the lowest reservoir storage in the state, while other major river basins show higher storage levels than this time last year. Although it is very early in the water year, continued precipitation and weather trends may sustain a strong snowpack to provide higher runoff than previous years and relieve some of the reservoir deficits.

Streamflow



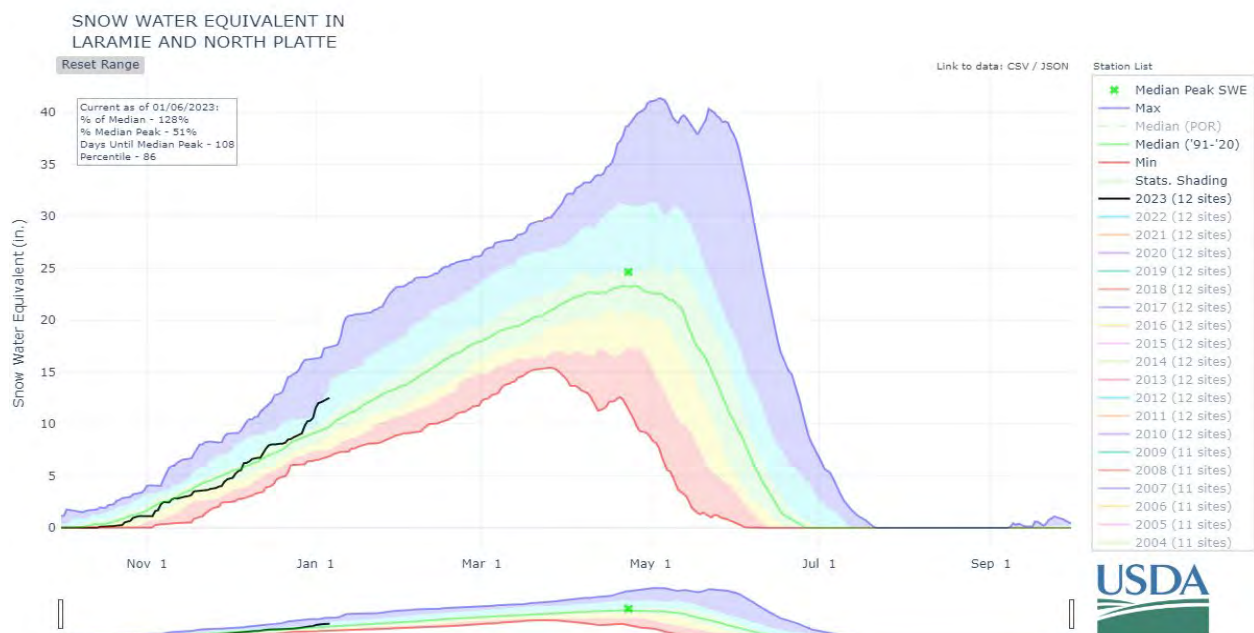
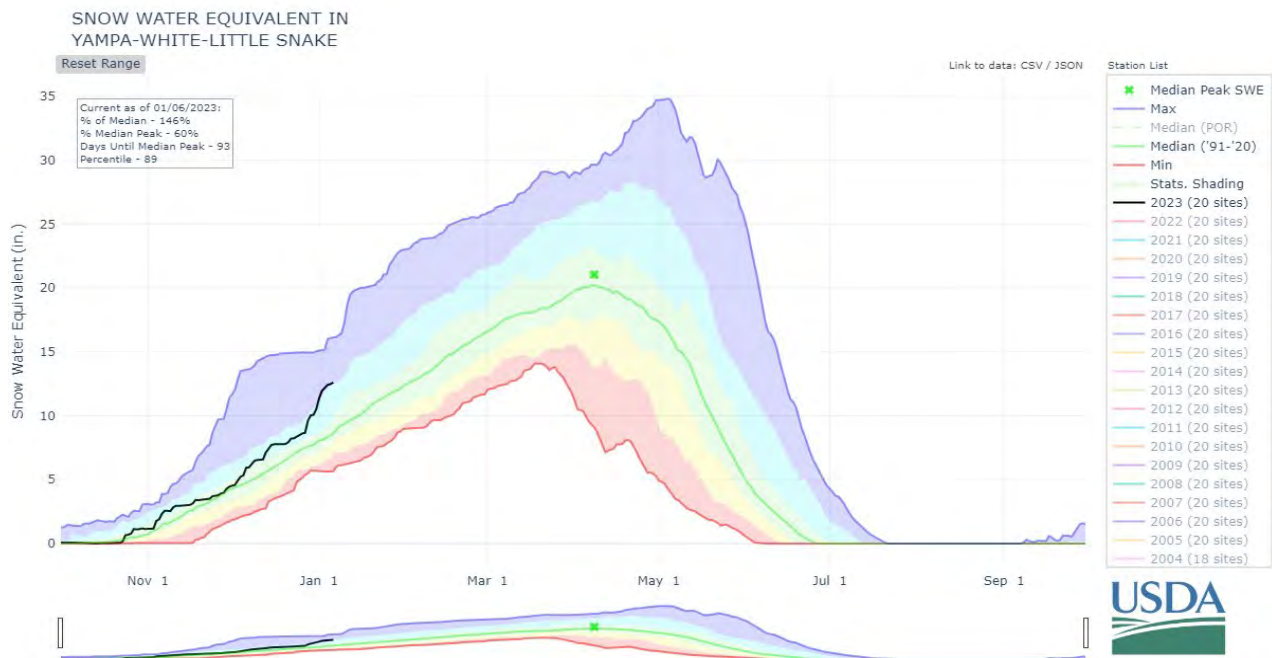
A strong monsoon season and consistent precipitation from summer to early winter provided a robust initial outlook for stream forecasts in most of Colorado. Above median precipitation offered higher than expected streamflow volumes in late summer and fall and lessened some soil moisture deficits. With substantial and above median early snowfall for most of the state, especially west of the continental divide, the forecasts show significant improvement from last year. Although it is early in the year, if weather trends continue, runoff volumes may offer some drought relief from recent years. It's important to note that the early January precipitation was not included in these forecasts and may have increased the projections. Statewide, streamflow forecasts are 107 percent of median. The forecasts for all basins range from 86 percent of median in the Upper Rio Grande River basin to 135 percent of median in the Laramie-North Platte river basin and the combined Yampa-White-Little Snake river basin. The South Platte River basin forecast is 96 percent of median and the Arkansas is 97 percent of median. The Colorado Headwaters and Gunnison River basins are 107 percent and 111 percent of median, respectively. The combined San Miguel-Dolores-Animas-San Juan river basin is at 95 percent of median flow volumes. It is still early in the water year to make overarching and definitive forecasts, however, with continued precipitation trends and above median snowpacks, summer forecast volumes are likely to remain high and hopefully offer some respite from the recent years' lower runoff during snowmelt. Please refer to individual basin sections in this report for more details on individual forecast points.

YAMPA-WHITE-LITTLE SNAKE AND LARAMIE-NORTH PLATTE RIVER BASINS

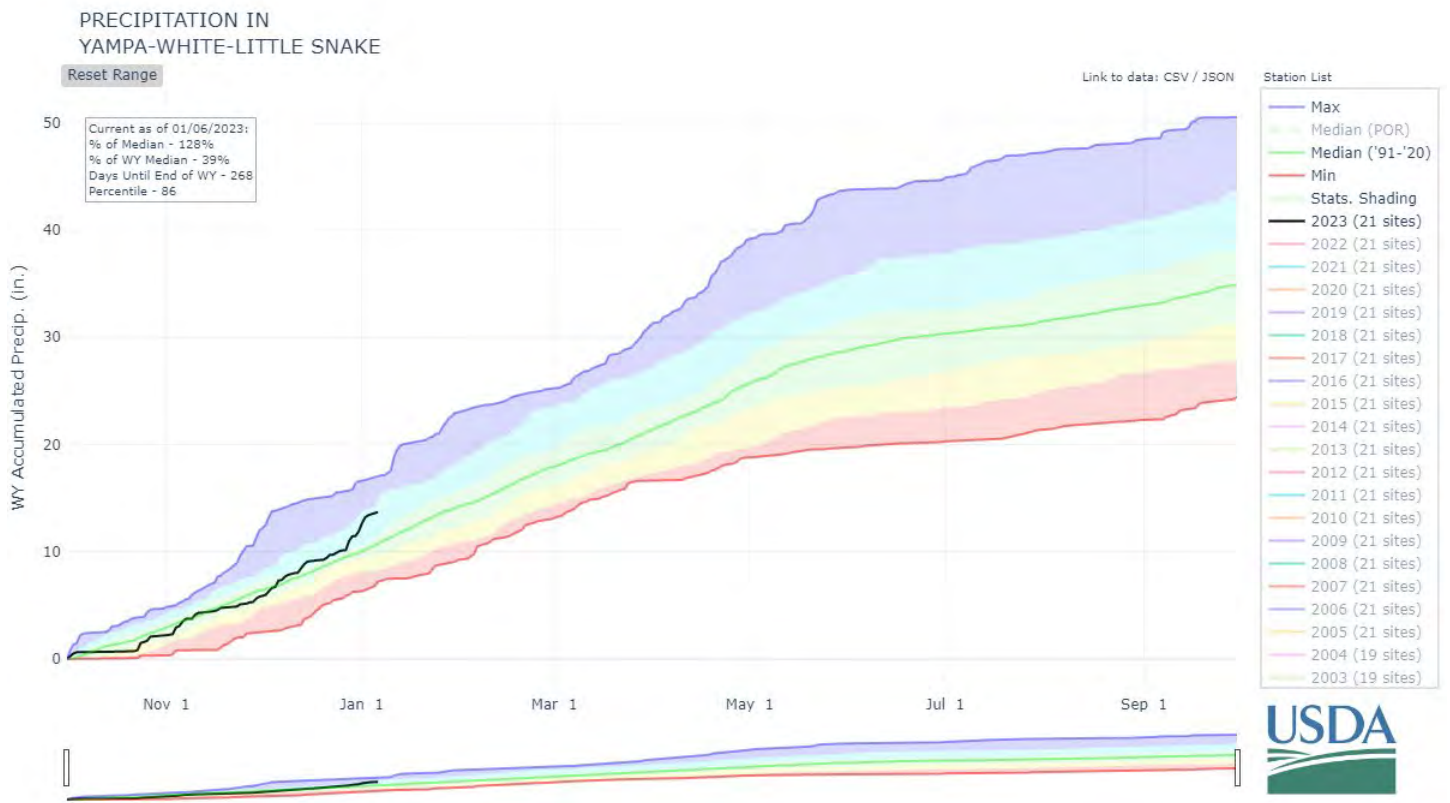
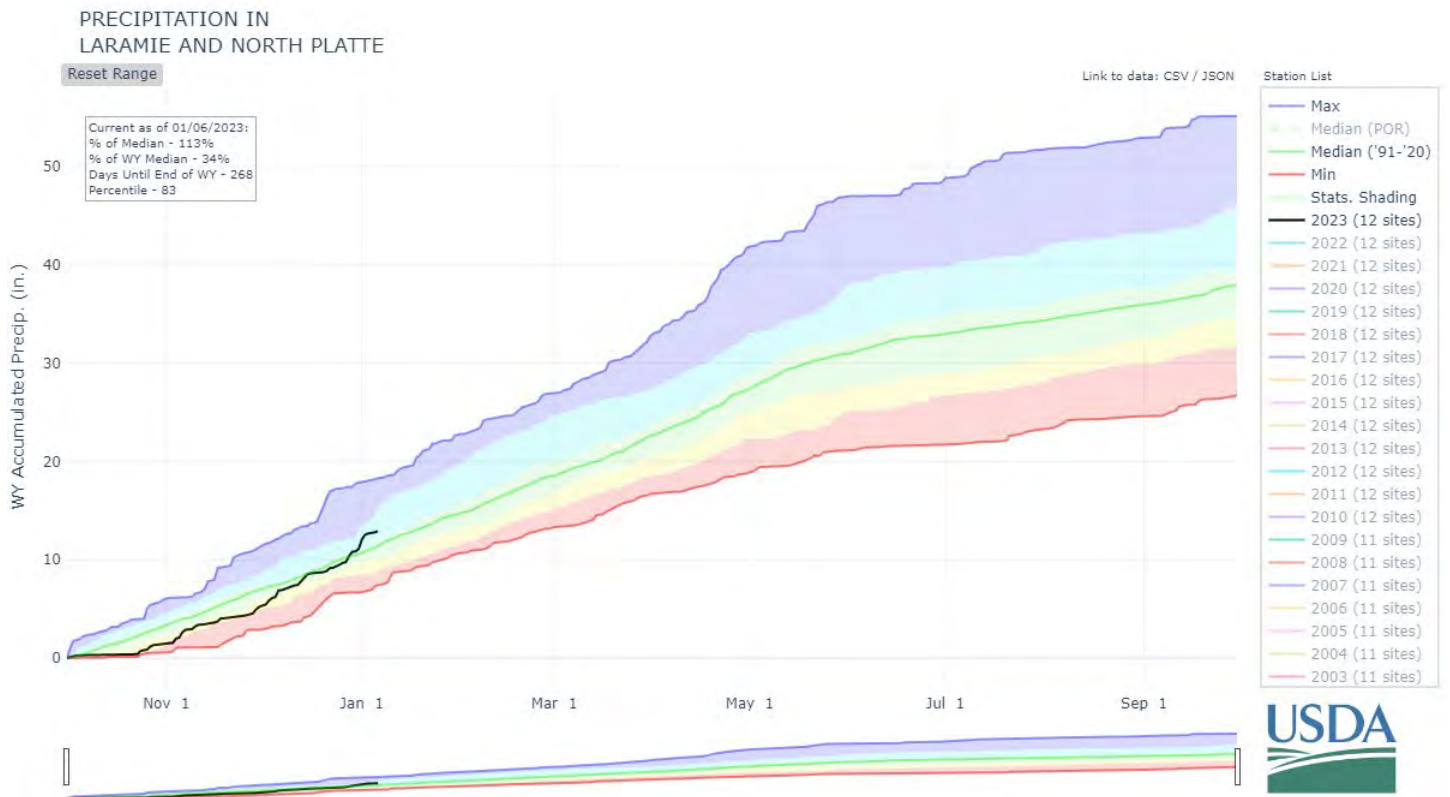
January 1st, 2023

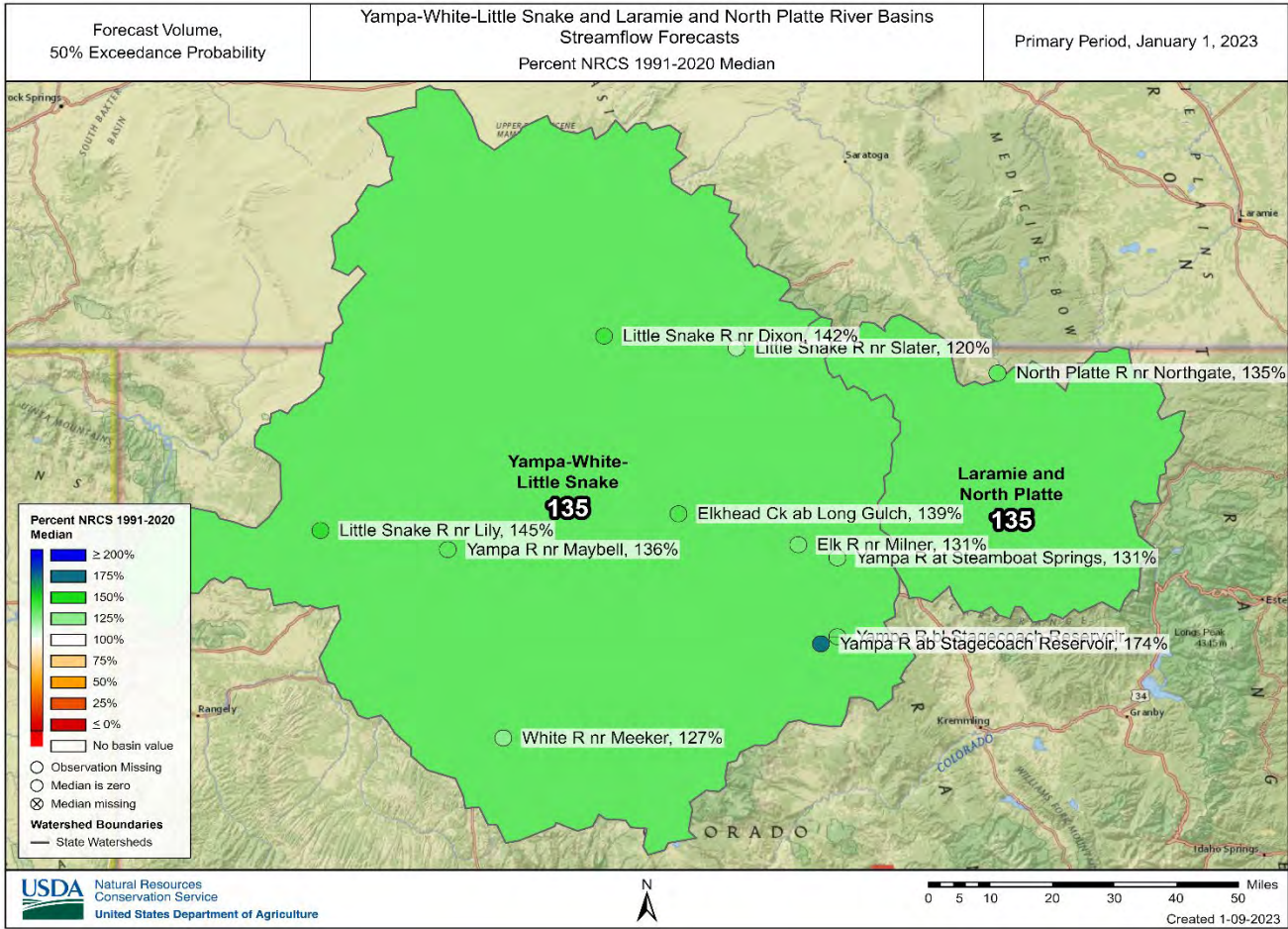
Snowpack in the Yampa-White-Little Snake and the Laramie-North Platte River basins are above normal at 141% and 126% of the median. Precipitation for December was 184% and 179% of median and water year-to-date precipitation is 126% and 114% of median, respectively. Reservoir storage at the end of December for the Yampa-White-Little Snake was 91% of median compared to 77% last year. Current streamflow forecasts range from 120% of median at Little Snake River near Slater to 174% of median at Yampa River above Stagecoach Reservoir.

*SWE values calculated using daily SNOTEL data only

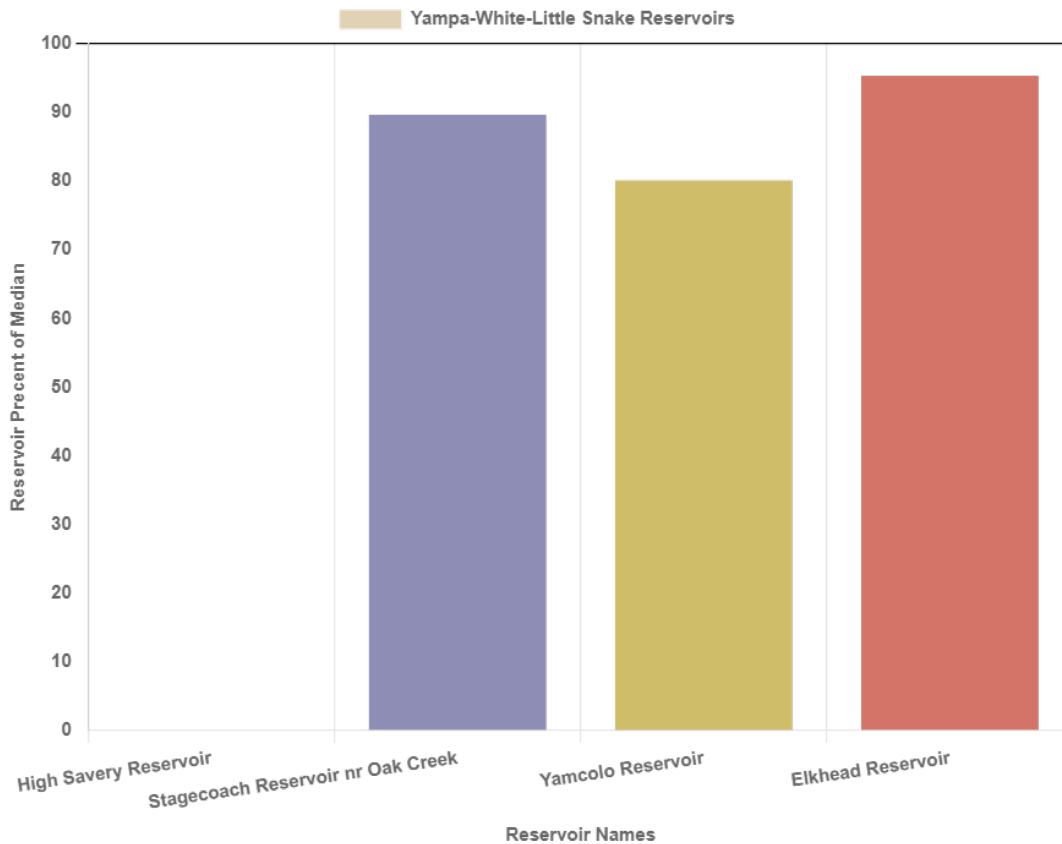


*Snow water equivalent (SWE) values are calculated using daily SNOTEL data only. In the paragraph SWE is calculated for the first of the month using both SNOTEL and Snow Course data.





Reservoir Conditions for Yampa-White-Little Snake on January 1st 2023



*No reservoirs are currently monitored in the Laramie-North Platte combined basin.

Watershed Snowpack Analysis January 1st, 2023

Yampa-White-Little Snake Sub-Basin Snow Data

	# of Sites	% Median	Last Year % Median
Yampa	8.0	135.9	107.1
Little Snake	8.0	143.6	121.4
White	3.0	144.0	127.6
Williams Fork of the Yampa	1.0	152.0	127.5
Elk	2.0	153.8	141.1

Laramie and North Platte Sub-Basin Snow Data

	# of Sites	% Median	Last Year % Median
North Platte Headwaters	10.0	128.4	120.8
Laramie	3.0	124.6	123.6

Reservoir Storage End of December 2022

Yampa-White-Little Snake Reservoir Data

	Current Storage (KAF)	LY Storage (KAF)	Median (KAF)	Percent of Median
High Savery Reservoir	nan	6.0	11.6	nan
Stagecoach Reservoir nr Oak Creek	27.08	27.5	30.2	89.7
Yamcolo Reservoir	4.89	3.3	6.1	80.2
Elkhead Reservoir	17.83	14.77	18.7	95.3

*No reservoirs are currently monitored in our database for the Laramie-North Platte combined basin.

YAMPA-WHITE-NORTH PLATTE RIVER BASINS

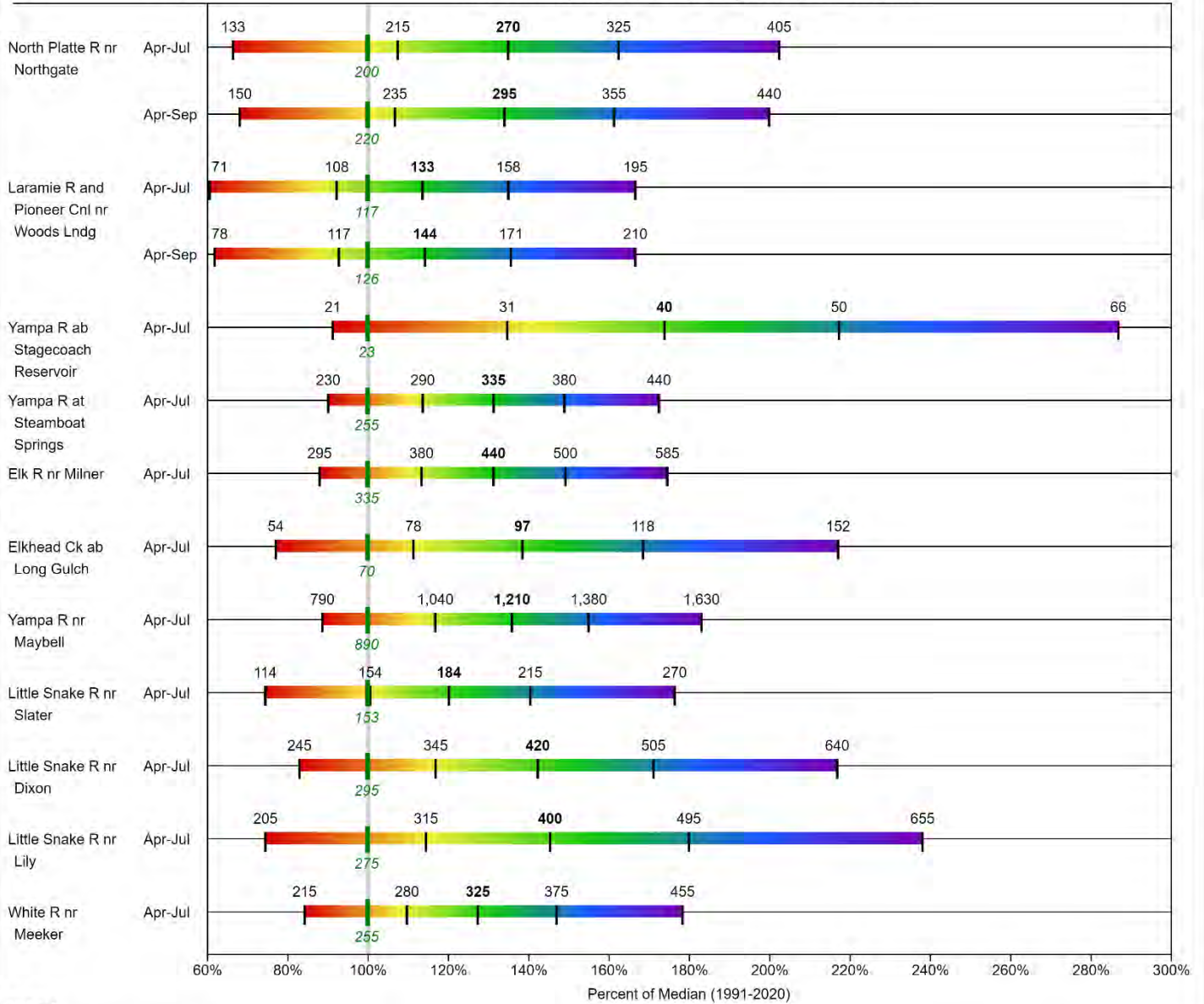
Water Supply Forecasts

January 1, 2023

Forecast Exceedance Probabilities

<----- Drier ----- Future Conditions ----- Wetter ----->

Labels on chart represent volumes of water expressed in thousand acre-feet.



Legend



When selected, the following historic streamflow values and statistics will be shown.

Period of Record Minimum Streamflow KAF (Year)

1991-2020 Normal Streamflow KAF

Observed Streamflow KAF

Period of Record Maximum Streamflow KAF (Year)

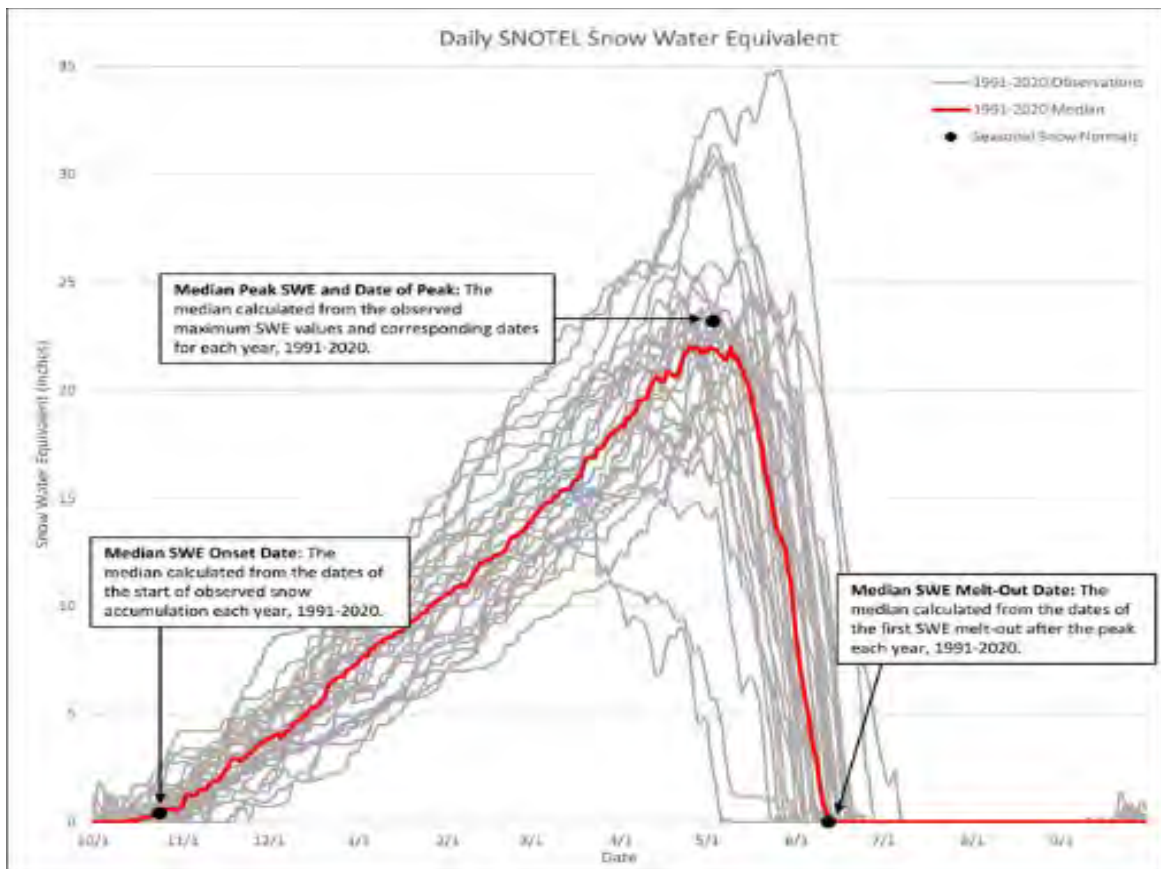
Some forecasts may be for volumes that are regulated or influenced by diversions and water management.

New 1991-2020 Statistical Normals

The NRCS Snow Survey and Water Supply Forecasting (SSWSF) Program recently published new statistical normals (medians or averages) to describe the central tendency of a data record over a 30-year period. Data normals are key in helping water users compare current conditions to past conditions using the metric “% of normal.” Every 10 years, the SSWSF Program updates the 30-year normals reference period to stay consistent with World Meteorological Organization standards that account for changing climatic conditions over time. As such, this year the SSWSF Program transitioned from using 1981-2010 data normals to using 1991-2020 data normals.

For the 1991-2020 reference period, the median is the official NRCS normal when conveying information about current snowpack, precipitation, and water supply conditions. The median was previously used as the official 1981-2010 normal for SWE and some streamflow forecast points, but the average was used for other data types. Setting the official normal to the median provides consistency across data types and stations. Viewing the 30-year average December be preferable over the median in some instances, therefore, both the average and the median are available in most NRCS reports and products. See Median vs. Average for more information about the median.

A new suite of statistics for automated snow monitoring stations are available to provide information about normal seasonal snowpack characteristics. These new seasonal statistics include medians and averages for the SWE onset date and melt-out date, as well as the median and average maximum seasonal SWE value (Peak SWE) and date of Peak SWE. More detailed information on the updated normals can be found on the Water and Climate Center’s [30-year normals page](#).



How to Read Snowpack Graphs

The graphs show snow water equivalent (SWE) (in inches), using daily SNOTEL data, for the October 1 through September 30 water year. Basin “observed” SWE values are computed using SNOTEL sites which are characteristic of the snowpack of the particular basin.

Current water year is represented by the heavy red line terminating on the last day the graphic was updated.

Historical observed percentile range is shown as a gray background area on the graph. Shades of gray indicate maximum, 90 percentile, 70 percentile, 50 percentile (solid black line), 30 percentile, 10 percentile, and minimum for the period of record.

50 % Exceedance Projection: The most probabilistic snowpack projection, based on the median snowpack is projected forward from the end of the current period to the end of the current water year.

For more detailed information on these graphs visit:

http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_062291.pdf

SNOW WATER EQUIVALENT PROJECTIONS IN STATE OF COLORADO

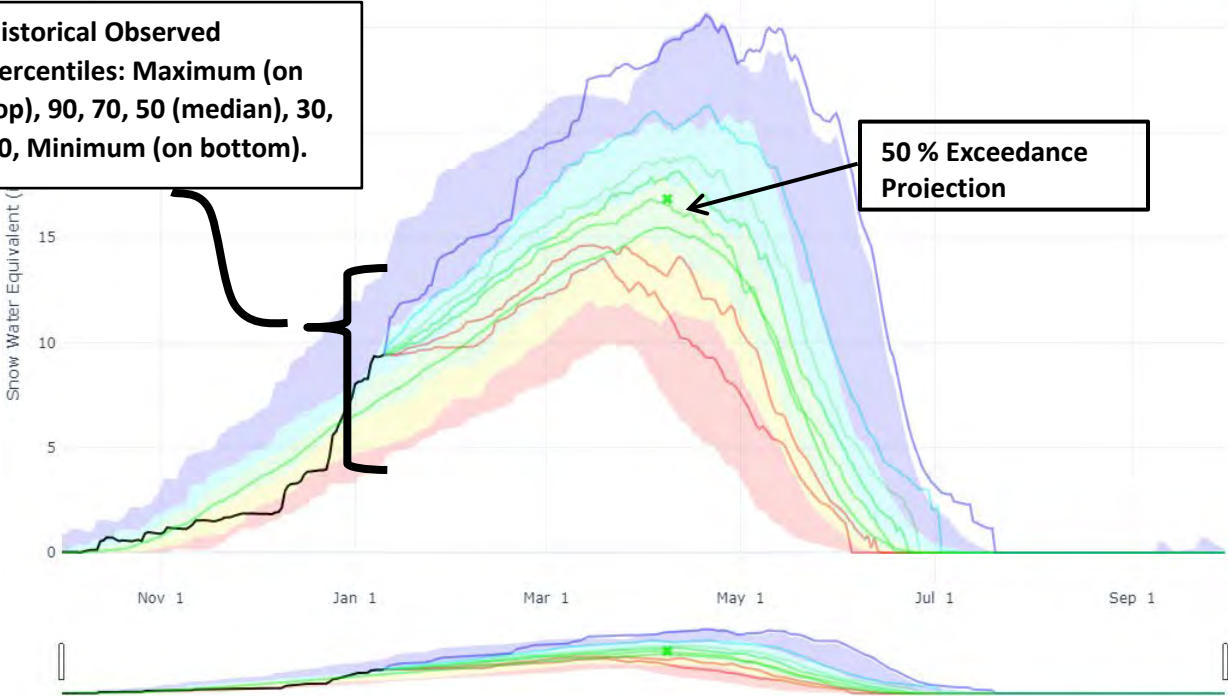
Reset Range

Link to data: CSV / JSON

Station List

Historical Observed Percentiles: Maximum (on top), 90, 70, 50 (median), 30, 10, Minimum (on bottom).

50 % Exceedance Projection



- ★ Median Peak SWE
- Median (POR)
- Median ('91-'20)
- Stats. Shading
- Max Proj
- 90% Proj
- 70% Proj
- 50% Proj
- 30% Proj
- 10% Proj
- Min Proj
- 2022 (116 sites)
- 2021 (116 sites)
- 2020 (116 sites)
- 2019 (116 sites)
- 2018 (116 sites)
- 2017 (116 sites)
- 2016 (116 sites)
- 2015 (116 sites)
- 2014 (116 sites)
- 2013 (116 sites)
- 2012 (116 sites)
- 2011 (115 sites)
- 2010 (113 sites)
- 2009 (109 sites)
- 2008 (106 sites)



How Forecasts Are Made

For more water supply and resource management information, contact:

Brian Domonkos

Snow Survey Supervisor

USDA, Natural Resources Conservation Service

Denver Federal Center, Bldg 56, Rm 2604

PO Box 25426

Denver, CO 80225-0426

Phone (720) 544-2852

Website: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/co/snow/>

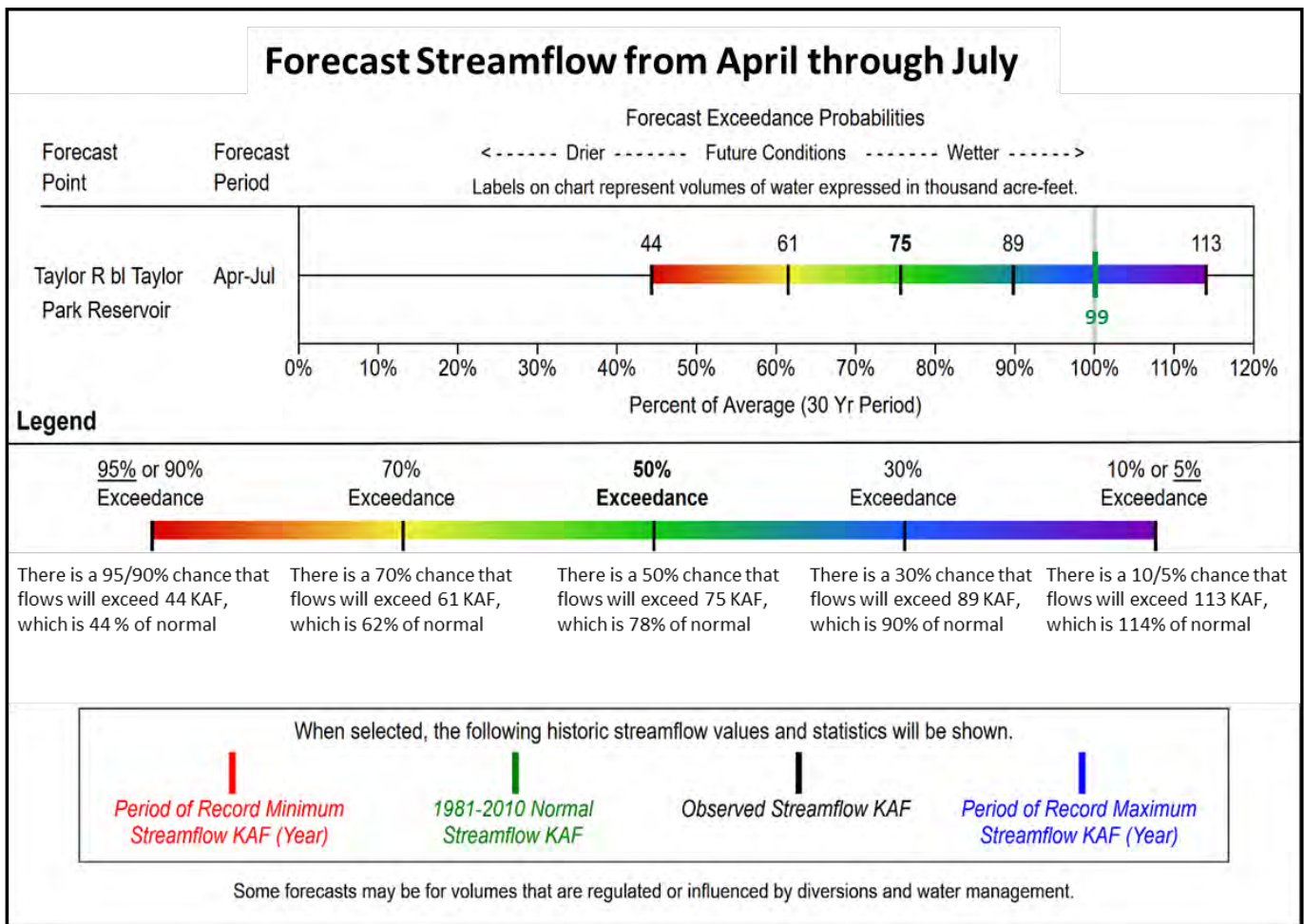
Most of the annual streamflow in the western United States originates as snowfall that has accumulated in the mountains during the winter and early spring. As the snowpack accumulates, hydrologists estimate the runoff that will occur when it melts. Measurements of snow water equivalent at selected manual snow courses and automated SNOTEL sites, along with precipitation, antecedent streamflow, and indices of the El Niño / Southern Oscillation are used in computerized statistical and simulation models to prepare runoff forecasts. Unless otherwise specified, all forecasts are for flows that would occur naturally without any upstream influences.

Forecasts of any kind, of course, are not perfect. Streamflow forecast uncertainty arises from three primary sources: (1) uncertain knowledge of future weather conditions, (2) uncertainty in the forecasting procedure, and (3) errors in the data. The forecast, therefore, must be interpreted not as a single value but rather as a range of values with specific probabilities of occurrence. The middle of the range is expressed by the 50% exceedance probability forecast, for which there is a 50% chance that the actual flow will be above, and a 50% chance that the actual flow will be below, this value. To describe the expected range around this 50% value, four other forecasts are provided, two smaller values (90% and 70% exceedance probability) and two larger values (30%, and 10% exceedance probability). For example, there is a 90% chance that the actual flow will be more than the 90% exceedance probability forecast. The others can be interpreted similarly.

The wider the spread among these values, the more uncertain the forecast. As the season progresses, forecasts become more accurate, primarily because a greater portion of the future weather conditions become known; this is reflected by a narrowing of the range around the 50% exceedance probability forecast. Users should take this uncertainty into consideration when making operational decisions by selecting forecasts corresponding to the level of risk they are willing to assume about the amount of water to be expected. If users anticipate receiving a lesser supply of water, or if they wish to increase their chances of having an adequate supply of water for their operations, they December want to base their decisions on the 90% or 70% exceedance probability forecasts, or something in between. On the other hand, if users are concerned about receiving too much water (for example, threat of flooding), they December want to base their decisions on the 30% or 10% exceedance probability forecasts, or something in between. Regardless of the forecast value users choose for operations, they should be prepared to deal with either more or less water. (Users should remember that even if the 90% exceedance probability forecast is used, there is still a 10% chance of receiving less than this amount.) By using the exceedance probability information, users can easily determine the chances of receiving more or less water.

Interpreting the Forecast Graphics

These graphics provide a new way to visualize the range of streamflows represented by the forecast exceedance probabilities for each forecast period. The colors in the bar for each forecast point indicate the exceedance probability of the forecasts and the vertical lines on the bar signify the five published forecast exceedance probabilities. The numbers displayed above the color scale represent the actual forecasted streamflow volume (in KAF) for the given exceedance probability. The horizontal axis provides the percent of median represented by each forecast and the gray line centered above 100% represents the 1981-2010 historical median streamflow. The position of the gray line relative to the color scale provides a benchmark for considering future streamflows. If the majority of the forecast range is to the right of the gray line, there is a higher likelihood of above median streamflow volumes during the provided forecast period. Conversely, if the majority of the color bar is to the left of the median mark, below median volumes are more likely. The horizontal span of the forecasts offers an indication of the uncertainty in a given forecast: when the bar spans a large horizontal range, the forecast skill is low and uncertainty is high; when the bar is narrow in width, the forecast skill is higher and uncertainty lower.





Denver Federal Center, Bldg 56, Rm 2604
PO Box 25426
Denver, CO 80225-0426

In addition to the water supply outlook reports, water supply forecast information for the Western United States is available from the Natural Resources Conservation Service and the National Weather Service monthly, February through June. The information December be obtained from the Natural Resources Conservation Service web page at <http://www.wcc.nrcs.usda.gov/wsf/westwide.html>

Issued by

Matthew J. Lohr
Chief, Natural Resources Conservation Service
Farm Production and Conservation Mission Area
U.S. Department of Agriculture

Released by

Clint Evans
State Conservationist
Natural Resources Conservation Service
Lakewood, Colorado

Colorado

Water Supply Outlook Report

Natural Resources Conservation Service
Lakewood, CO





BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: Updated 1/13/2023

Item: Yamcolo Special Use Permit Annual Fee Increase

_____	DIRECTION
<u> X </u>	INFORMATION
<u> X </u>	MOTION
_____	RESOLUTION

I. Request/Issue and Background Information:

The Yamcolo Special Use Permit (SUP) was initially signed in 1982 (expiration 12/31/2011). At that time, the land use fee to the United States Forest Service (USFS) for Yamcolo Reservoir was \$2,005.33 which covered 188 acres. After that time, the land use fee increased to \$3,008 which comes out to \$16/acre. In 1997 there was an amendment to that SUP for increased storage capacity of 525 af which increased the total area of the reservoir (including road, bridge, etc.) to 199 acres. At that time, the land use fee was set to \$16,915 for 1 year and to be adjusted by Implicit Price Deflator-Gross National Product Index (IPD-GPN) thereafter. This fee was established by the Standard Appraisal Review Report dated 10/10/1996. The land use fee was calculated as follows:

$$\text{\$1700/acre (Appraised value)} * 199 \text{ acres} = \text{\$338,300.00} * 5\% \text{ (agricultural uses)} = \text{\$16,915}$$

At the time, John Fetcher fought this price increase, tried to get the USFS to accept a separate land appraisal and ultimately was unsuccessful. However, in these efforts, Fetcher made an appeal to the USFS that a partial fee waiver should be applied to the Yamcolo SUP fee due to the improvements made for public use (Stillwater Campground and Yamcolo Boat Ramp). This was successful and provided UYWCD the following fee waiver (letter attached):

- Stillwater Campground: $\text{\$48,906}/20 = \text{\$2,445}/\text{yr}$ (for 20 years, expected useful life)
- Boat Ramp: $\text{\$22,300}/30 = \text{\$743}/\text{yr}$ (for 30 years, expected useful life)
- Partial Fee Waiver Schedule:
 - 2003 thru 2022 = $\text{\$2,445} + \text{\$743} = \text{\$3,188}/\text{year}$
 - 2023 thru 2032 = $\text{\$743}/\text{year}$



An extension of the original permit extended the expiration date to 12/31/2014. The SUP was finally renewed and signed in 2016 and has an expiration date of 12/31/2046. This permit covers 203 acres (including reservoir, dam, road, bridge, spillway, monument, and parking area). This SUP (attached) states the annual land use fee of \$21,476.79 which is \$105.80/acre. Minus a partial fee waiver (\$3,188) for the period from January 1, 2016, to December 31, 2016, bringing the total fee to \$18,288.79.

II. Summary and Alternatives:

On December 16, 2022, the UYWCD received an invoice from the USFS for \$37,946.69 for the Yamcolo Reservoir SUP land use fee. Payment of this invoice is due on January 31, 2023. The UYWCD requested a review and verification by the USFS of the increased land use fee. The USFS not only confirmed the increase in land use fee, but also made the determination that, due to erroneous billing by the USFS, the UYWCD owed an additional \$116,438.07 to the United States in unpaid fees dating back to 2016.

The UYWCD staff and General Counsel conduct initial research into the regulatory documents and policies used by the USFS to determine the increased fee. After this initial review, the UYWCD retained the legal services of Trout Raley on the recommendation of the UYWCD General Counsel. Trout Raley are currently engaged in a more thorough examination of the procedures and policies used by the USFS to determine the increase in fees with the following two questions as a primary focus:

1. Can the UYWCD appeal to the USFS for a reconsideration of the increased fees and what the appeal process/procedures may be?
2. The standing of the USFS to collect additional funds resulting from erroneous billing practices by the United States of America dating back to 2016.

Further updates to the UYWCD BOD will be provided as Trout Raley legal counsel learns more. Representatives from the USFS will attend the January 18, 2023, UYWCD BOD meeting to present information related to the fee increases.

III. Staff Recommendation:

Continue to research the possibility of appealing both the increase in land use fees associated with the Yamcolo SUP and the legality of the request for additional funds related to USFS invoice errors.

Updated information received before January 18, 2023, may necessitate the need for the UYWCD staff and General Counsel to request that the UYWCD BOD authorize UYWCD staff action for time sensitive/deadline concerns.



IV. Legal Issues:

All UYWCD permits and/or agreements with the United States are subject to UYWCD BOD review and approval.

Attachments:

1. Pages from Yamcolo 2016 Special Use Permit
2. 2002 USDA Letter Regarding Pricing and Partial Fee Waiver
3. Land Value Schedule
4. Forest Service Handbook Medicine Bow-Routt National Forests – FSH 2709.11 Chapter 30 – Fee Determination
5. December 16, 2022, Invoice

(FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be shown on the ground or on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the authorized officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species or species otherwise requiring special protection are discovered, or if new species are listed as threatened or endangered under the ESA or identified as sensitive or otherwise requiring special protection by the Regional Forester under the FSM, the authorized officer may specify additional protective and mitigative measures. Discovery of these sites by the holder or the Forest Service shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. CERTIFICATION UPON REVOCATION OR TERMINATION. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all federal, state, and local laws and regulations.

VI. LAND USE FEE AND ACCOUNTING ISSUES

A. LAND USE FEES. The holder shall pay an initial annual land use fee of **\$21,476.79 minus a partial fee waiver** for the period from January 1st to December 31st, 2016 and thereafter on January 1st shall pay an annual land use fee of **\$21,476.79 minus the appropriate partial fee waiver. A partial fee waiver of \$3,188.00 for years 2003 thru 2022 and \$743.00 for years 2023-2032 was authorized in a letter dated November 14, 2002 and signed by the Forest Supervisor.** The annual land use fee shall be adjusted annually using the Implicit Price Deflator-Gross National Product Index (IPD-GPN).

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.
3. **Late Payments**
 - (a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.
 - (b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.
 - (c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.
 - (d) **Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. **Administrative Offset and Credit Reporting.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension. In the case of revocation or suspension based on clause VII.A.1, 2, or 3, the authorized officer shall give the holder a reasonable time, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

COPY



United States
Department of
Agriculture

Forest
Service

Medicine – Bow Routt
National Forests and Thunder
Basin National Grassland

2468 Jackson Street
Laramie, WY 82070-6535
<http://www.fs.fed.us/r2/mbr>

File Code: 2720

Date: November 14, 2002

John R. Fetcher
Secretary
Upper Yampa Water Conservancy District
P.O. Box 880339
Steamboat Springs, CO 80488-0339

Dear Mr. Fetcher:

Over the course of the last year, you have asked that the Forest Service consider your District's capital investment in certain facilities constructed at the Yamcolo Reservoir, at your expense, as benefits to the public and the programs of the Secretary of Agriculture. You have suggested that these facilities meet one of the criteria that the Secretary has established as a consideration for reducing the annual land use rental fee being assessed for your use and occupancy of National Forest System (NFS) land with the Yamcolo Reservoir and its appurtenant facilities.

Specifically, the Secretary has provided at 36 CFR 251.57(b) that:

"All or part of the (special use rental) fee may be waived by the authorized officer, when equitable and in the public interest, for the use and occupancy of National Forest System land in the following circumstances:

.....

(3) The holder provides without charge, or at reduced charge, a valuable benefit to the public or to the programs of the Secretary..."

As documented in his July 9, 2002, letter to you, Lands Director Jack Craven stated that your District's investment in the early 1980's construction of the Stillwater Campground facility, and the Yamcolo Reservoir boat ramp, could be considered as enhancements to the enlargement of that reservoir. He stated that these new facilities would be considered as tangible and measurable benefits to the public and the programs of the Secretary, that meet the criteria of the above-referenced section of the Secretary's regulations. You were asked to provide the Forest Service with something more than just your estimates of the amount of your District's investment in these facilities. He asked that you provide documented evidence, such as receipts of the acquisition of facilities, materials, supplies, etc. to quantify your District's investment.

You responded to Director Craven in an August 21, 2002, letter in which you informed him that you no longer had receipts or other evidence of your actual investments in the Yamcolo Reservoir boat ramp nor the Stillwater Campground. Lacking such evidence, we then searched some of the records we still maintain regarding the construction of these facilities. In doing so, we found good documentation indicating that your District provided direct payments of \$ 76,415 for construction of the 25 unit Stillwater Campground facility, and \$ 22,300 for the boat ramp.



This case is prompting our Washington Office to consider making revisions to the Forest Service's land use rental fee waiver policy; revisions that will provide authorized officers with the discretion to partially waive, or reduce, a land use rental fee in very specific cases involving elements similar to those that exist in this matter. Consistent with those policy revisions, we are offering to account for your District's early 1980's investment in the Stillwater Campground and Yamcolo Reservoir boat ramp facilities by reducing the land use rental fee currently being assessed for this use and occupancy of NFS land. The Environmental Analysis Report prepared by the Forest Service and signed by the Forest Supervisor on 2/24/78 stated that the proponent would "construct about 25 campground units to accommodate displaced recreation users, and survey and reconstruct FDR#900 around the reservoir". Nine sites existed in the old Stillwater Campground that was reconstructed and eleven dispersed campsites were inundated. The Forest considers 9 of the new 25 sites as mitigation for the , and construction of the remaining 16 sites as "above mitigation" costs incurred by the District.

Enclosed is a calculation sheet showing how we propose to reduce your land use rental fee in each of the next 30 years. This 30-year period represents the common useful life of 20 years for the campground facilities that were built, and 30-years for the boat ramp facilities. A 20-year useful life was allotted to the campground facilities, given the fact that earlier this year, they had deteriorated to the point to where the Forest made a major capital investment to reconstruct them. The boat ramp facility was assigned a longer useful life of 30 years, given that it is still in good condition, having at least 10 more years of use.

Based on the enclosed calculation sheet, we are proposing to account for your investment in these facilities, by reducing the amount of your land use rental fee each year, for the years 2003 thru 2022, by \$3,188.00 annually, and for each of the ten years thereafter (i.e., for years 2023 thru 2032) by \$ 743 annually. To be clear, I am offering this proposed fee reduction based on the following reasons:

1. These facilities were constructed as enhancements, rather than mitigation to impacts created by your enlargement of this reservoir facility.
2. The amount of the investment was an out of pocket cost to your District, and we have what we believe is good evidence quantifying the amount of that investment.
3. The facilities constructed were made available for the benefit of the public, and your District did not charge for the use of those facilities. Therefore, your investment qualifies for consideration as a reduction in your land use rental fee, per the authority provided by the Secretary's regulations for fee waivers.
4. There is no evidence that your investment in these facilities was considered in the reduction of any previously assessed annual land use rental fee for this reservoir use.

Amendment Number 1 dated 11/17/97 to your Special Use Permit states " The holder shall pay in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization for a 1 year period. The payment is set at \$16,915.00 for the initial 1 year period. Payments for each subsequent 1 year period shall be the amount of the payment for the initial period, adjusted using the Implicit Price Deflator-Gross National Product Index (IPD-GNP), or other factor

18,841.50
16,915.00

19,262.00

selected by the Forest Service, to reflect more nearly the current fair market value of the use at the beginning of the new period. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the value of the authorized rights and privileges, as determined by appraisal or other sound business management principle. Failure of the holder to make payment in advance for the ensuing period, or to pay late charges or other fees or charges shall terminate this authorization". This partial waiver granted to the District does not preclude future changes in the fee commensurate with changes in fair market value.

Please review the following calculation sheet and fee reduction offer. I would like to hear your response to this proposal before we implement it in assessing the land use rental fee amount for this reservoir use for Calendar Year 2003. Please reply in a letter to me at your earliest convenience.

Sincerely,



MARY H. PETERSON
Forest Supervisor

cc: Jack Craven, Randy Karstaedt, Antoine L Dixon

**Applying the Upper Yampa Water Conservancy District's Early 1980's Investments In
the Stillwater Campground and Yamcolo Reservoir Boat Ramp**

As a
PARTIAL (LAND USE RENTAL) FEE WAIVER

Stillwater Campground

Capital Investment : \$76,415/25 units=\$3,056.60 x 16 units=\$48,906.00

Facility's Expected Life: 20 years

Annual Credit Towards Land Use Rental Fee = \$48,906/20 = \$2,445/yr(for 20 years)

Boat Ramp

Capital Investment: \$22,300

Facility's Expected Life: 30 years

Annual Credit Towards Land Use Rental Fee = \$ 22,300 / 30 = \$ 743/year (for 30 years)

Total (Proposed) Partial Fee Waiver

For Years 2003 thru 2022 = \$ 2,445 + \$743 = \$3,188 partial fee waiver/year (CG&Boat Dock)

For Years 2023 thru 2032 = \$ 743 partial fee waiver / year

1/1/2002

Less
Campground
Boat Ramp

181399.63

2445.00 } 3188.-

743.00

15,151.63

YAM116 Audit - 12/5-7/2022

	2016	2017	2018	2019	2020	2021	2022	2023
Land Value Schedule (LVS) price per acre, as adjusted by IPD Routt	\$2,115.94	\$2,000.00	\$2,032.00	\$2,082.80	\$2,118.21	\$2,130.92	\$2,216.16	\$2,382.37
Times the number of Acres	\$429,535.82	\$406,000.00	\$412,496.00	\$422,808.40	\$429,996.63	\$432,576.76	\$449,880.48	\$483,621.11
Rate of 8%	\$34,362.87	\$32,480.00	\$32,999.68	\$33,824.67	\$34,399.73	\$34,606.14	\$35,990.44	\$38,689.69
Minus Waiver of \$3,188 Amount Owed	\$31,174.87	\$29,292.00	\$29,811.68	\$30,636.67	\$31,211.73	\$31,418.14	\$32,802.44	\$37,946.69
Amount Paid	\$18,288.79	\$18,546.51	\$17,766.80	\$18,290.67	\$21,179.16	\$21,325.36	\$22,458.86	\$0.00
Remaining Amount Owed:	\$12,886.08	\$10,745.49	\$12,044.88	\$12,346.00	\$10,032.57	\$10,092.78	\$10,343.58	\$37,946.69

Total: \$116,438.07

(waiver of
743)



**FOREST SERVICE HANDBOOK
 MEDICINE BOW-ROUTT NATIONAL FORESTS
 THUNDER BASIN NATIONAL GRASSLAND
 (REGION 2)
 LARAMIE, WY**

FSH 2709.11 – SPECIAL USES HANDBOOK

CHAPTER 30 – FEE DETERMINATION

Supplement No.: 2709.11-2017-1

Effective Date: June 22, 2017

Duration: This amendment is effective until superseded or removed.

Approved: DENNIS L. JAEGER – Forest Supervisor

Date Approved: June 8, 2017

Posting Instructions: Supplements are numbered consecutively by Handbook number and calendar year. Post by document; remove the entire document and replace it with this supplement retain this transmittal as the first page (s) of this document. The last amendment to this title was 2709.11-2012-1 to FSH 2709.11 Chapter 30.

New Document	2709.11_30	7
Superseded Document(s) by Issuance Number and Effective Date	2709.11-2012-1 02/01/2012	6

DIGEST:

31.1 – Revises list of Regional fees for National Forest System lands within the Medicine-Bow-Routt National Forests and Thunder Basin National Grasslands

DURATION: This amendment is effective until superseded or removed.

**FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION**

30 – ESTABLISHING FEES.

31.1 – Methods for Determining Fair Market Value.

3. Fee System and Schedule.

The following schedule shall be used to compute the fee for land use authorizations where the fee is based on land-only value. This includes all new uses, re-newels for existing uses, and the ability to adjust fees. This schedule shall not be used for authorizations which already are covered by another fee system or schedule, such as linear rights-of-way, recreation residences, communication sites, ski areas, municipal reservoirs, outfitter-guide permits. Unique properties with a differing highest and best use shall require individual appraisal. Questions in this regard should be made to the Forest Service Review Appraiser assigned to that unit or the Regional Appraiser.

**AGRICULTURAL & NON-AGRICULTURAL USE FEE SCHEDULE
ROUTT NATIONAL FOREST (COLORADO)
(All dollar amounts are on a per acre/per year unit basis)**

Effective as of May 30, 2017

All fees in this section shall be adjusted annually by the Implicit Price Deflator (IPD)

Where land conveyances in the neighborhood are typically:

ROUTT PORTION OF MED BOW ROUTT NATIONAL FOREST (COLORADO)						
(in dollars per acre)						
AREA	<5 Acres	5 to <10	10 to <35	35 to <70	70 to <160	160 and <
1	\$50,000	\$20,000	\$10,000	\$5,000	\$3,000	\$2,000
2	\$25,000	\$15,000	\$5,000	\$4,000	\$3,000	\$2,000

DURATION: This amendment is effective until superseded or removed.

**FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION**

3	\$5,000	\$2,500	\$2,000	\$1,500	\$1,250	\$1,250
4	\$25,000	\$20,000	\$10,000	\$5,000	\$4,000	\$2,000
5	\$12,500	\$7,500	\$5,000	\$2,500	\$1,000	\$2,000
6	\$12,500	\$7,500	\$4,000	\$2,500	\$1,500	\$1,500

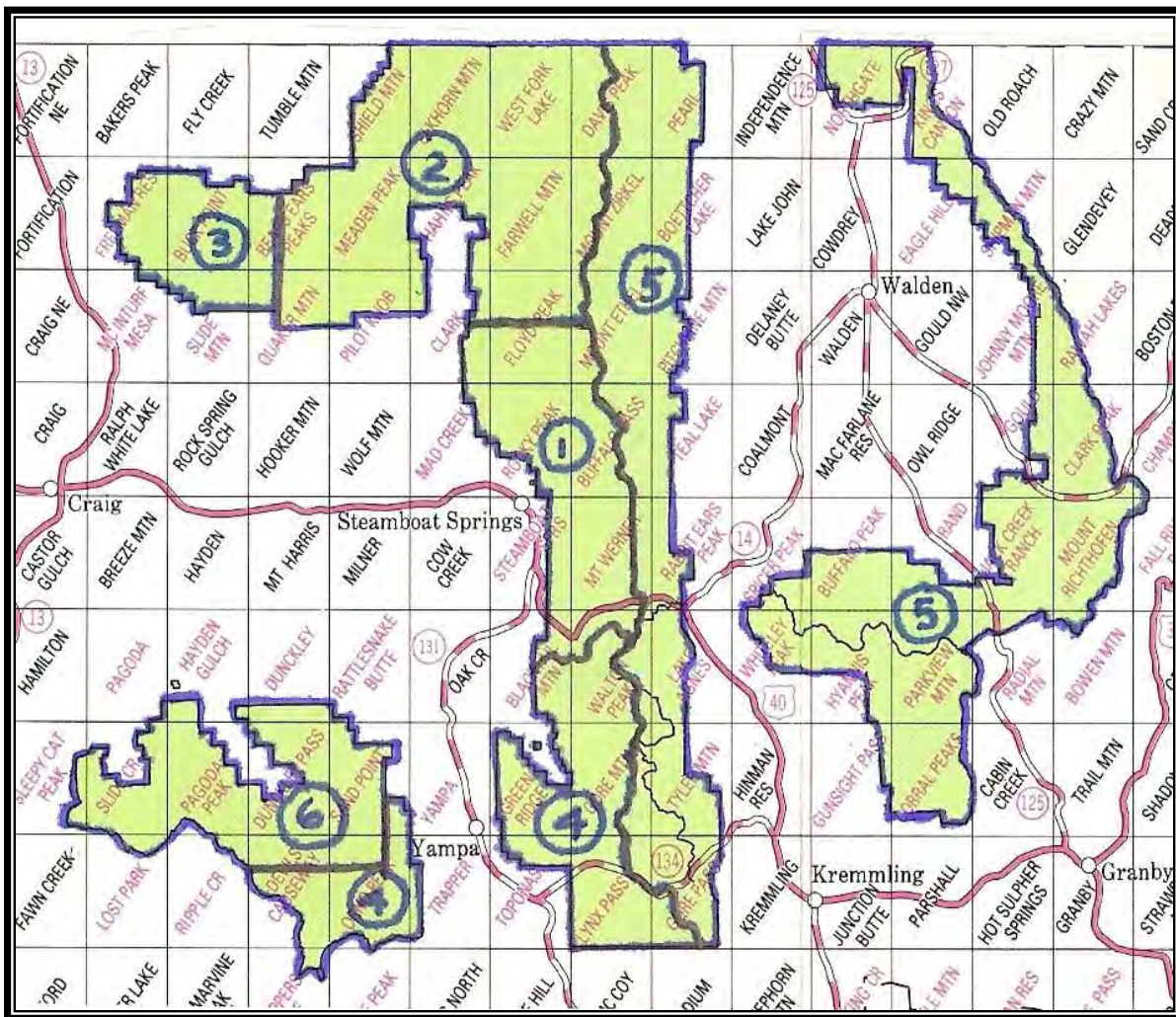
Explanation of boundary delineations for each area on the Routt National Forest map in Colorado:

1. Steamboat Springs area which includes the Forest west of the Continental Divide line down to a point where Routt, Grand and Jackson County lines meet. Then straight south between Range(R) 82 West(W) and R83W to the east west line designated as the First Standard Parallel North. Then south along the line separating the Arapaho National Forest to a point where Harrison Creek meets the north line of the Sarvis Creek Wilderness. Then following the north line of the Sarvis Creek Wilderness west to a point one mile north of the Sarvis Creek State Wildlife Area. Then north along the Forest system boundary to a point on the west FS boundary and the line separating Township(T) 8 North(N) and T9N. Then due east along said line to the point of beginning.
2. Steamboat Lake area includes all Forest lands west of the Continental Divide and north of the line separating T8N and T9N. Also all that area east of the R87W/R88W line north to south.
3. Elkhead Mountains in Routt and Moffat Counties. Include all Forest lands west of the R87W/R88W line north to south.
4. Flattops Mountains and Forest lands west of Blacktail Creek and Gore Pass. Using the same line described along north of Sarvis Creek Wilderness to Harrison Creek intersection. Then south along the east boundary of the Sarvis Creek Wilderness to South Fork Creek trail to FS Road 102. Follow FS Road 102 south to FS Road 250 south to US Highway 134. Then west along highway to FS Road 212 south to edge of FS management boundary and include everything west. Also is that area of Routt and Garfield County west of Yampa in the Yampa Ranger District.

DURATION: This amendment is effective until superseded or removed.

FSH 2709.11 - SPECIAL USES HANDBOOK CHAPTER 30 – FEE DETERMINATION

- 5. All that area east of the west described lines above in area 1, 2, and 4. Also includes all that Forest Service administered lands south and north of Walden, Colorado.
- 6. All that area in Rio Blanco County and Routt County Colorado south of Craig, Colorado.



AGRICULTURAL & NON-AGRICULTURAL FEE SCHEDULE
 MEDICINE BOW NATIONAL FOREST (WYOMING)
 (All dollar amounts are on a per acre/per year unit basis)

DURATION: This amendment is effective until superseded or removed.

**FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION**

Effective as of May 30, 2017

All fees in this section shall be adjusted annually by the Implicit Price Deflator (IPD)

Where land conveyances in the neighborhood are typically:

MEDICINE BOW ROUTT NATIONAL FOREST (WYOMING)						
(in dollars per acre)						
AREA	<5 Acres	5 to <10	10 to <35	35 to <70	70 to <160	160 and <
1						
Sierra Madre & Med-Bow Mtns	\$17,500	\$7,500	\$5,000	\$2,000	\$2,000	\$2,000
2						
Vedauwoo	\$10,000	\$5,000	\$2,500	\$2,000	\$1,500	\$1,000
3						
Laramie Peak	\$7,500	\$5,000	\$2,500	\$2,000	\$1,500	\$1,000
4						
Thunder Basin	\$4,000	\$4,000	\$3,000	\$2,500	\$2,000	\$1,000

Explanation of boundary delinations for each area on the Medicine Bow National Forest in Wyoming:

1. Sierra Madres and Medicine Bow Mountains area. Is all that area in the Med-Bow National Forest north of the Colorado line and southwest of Encampment. Is also all that

DURATION: This amendment is effective until superseded or removed.

**FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION**

area west of Laramie and east of Saratoga, Wyoming north of the Colorado/Wyoming line.

2. Vedauwoo and Sherman Mountains area. Is that small block of Forest lands just east of Laramie, Wyoming.
3. Laramie Peak is that area of National Forest west of Wheatland and southwest of Douglas, Wyoming.
4. Thunder Basin National Grasslands is all that area north of Douglas, west of Newcastle and south of Gillette, Wyoming in Converse, Campbell, Weston, and small portion of the very northern strip of Niobrara Counties in Wyoming. Included in this area is that small square covering four township-ranges northeast of Gillette approximately 25 miles.

The scheduled acres based upon vacant land sales data. Unique or extreme special land uses may warrant individual fee determinations. It is expected that the schedule shall apply to virtually all land-use authorization fee determinations where the fee is based upon land value and the use is not covered by an alternative fee system.

The permitted area size should be multiplied times the appropriate land value per acre shown in the schedule. This figure is then multiplied times 8 percent (non-agricultural uses) or 5 percent (agricultural uses) as determined by the Ground Rent Market Study previously completed by Forest Service staff. The result should then be rounded to the nearest whole dollar. In no case shall the fee be less than the minimum established for Region 2.

EXAMPLE: Speculation Operations, Inc has applied for a land-use authorization for a small non-agricultural use on the Douglas Ranger District, which falls with Area 3 (Laramie Peak) The District Ranger determines the authorization serves the public interest and an area of 1.25 acres will be permitted. The base fee is calculated by multiplying the permit area of 1.25 acres times \$7,500 per acre as indicated in the less than five acre column for Area 3. The result is \$9,375 and, when multiplied by the 8 percent for non-agricultural uses, an annual, base fee of \$750 is calculated. In the event the use is authorized in a calendar year after implementation of the schedule, the calculated fee would be adjusted by the appropriate IPD for each intervening year. In the event the calculation results in an amount that includes cents, rounding to the next whole dollar amount is appropriate. In this example, no IPD adjustment or rounding is needed. Therefore, the base fee would be charged at \$750 per year, indexed by IPD annually thereafter.

Dollars per acre from schedule X permitted acres X appropriate rate (5% or 8%) = base fee

\$7,500 per acre X 1.25 acres X 0.08 non-agricultural rate = \$750 base fee
indexed by IPD annually

MBRTB Supplement 2709.11-2017-1

2709.11_30

EFFECTIVE DATE: 06/22/2017

Page 7 of 7

DURATION: This amendment is effective until superseded or removed.

**FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION**

The fee determination statement required to be included in each special-use folder should reference this supplement and contain calculations similar to the example.

**USDA FOREST SERVICE
BILL FOR COLLECTION**

1. BILL DATE: 12/16/2022

PAGE: 1 OF 1

TO ENSURE PROPER CREDIT PLEASE HAVE YOUR BILL AVAILABLE AND CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS:

- . **PAY ONLINE AT:** www.fs.usda.gov/billpay
- . **PAY BY MAIL:** Please include the top part of this bill with your payment. Also include the bill number and payer code, items 4 & 5 at right, on your check or money order. Do not send cash. Make your payment for the exact amount due and make it payable to USDA Forest Service. See address at right.
- . **PAY AT MOST FOREST SERVICE OFFICES:** Bring a copy of your bill. Call your local Forest Service office for details.

PAY BY MAIL ADDRESS:

USDA FOREST SERVICE
C/O US BANK
P. O. BOX 6200-09
PORTLAND, OR 97228-6200

AMOUNT DUE: \$37,946.69

AMOUNT ENCLOSED: \$ _____

TO: UPPER YAMPA WATER CONSERVANCY DIST
PO BOX 775529
STEAMBOAT SPRINGS, CO 80477 UNITED STATES

KCRAIG@UPPERYAMPAWATER.COM

2. NET AMOUNT DUE: \$37,946.69
3. DUE DATE: 01/31/2023
4. BILL NUMBER: BF020601AD041
5. PAYER CODE: 0003331857

6. AGREEMENT NO: -- TEAR HERE --
8. REMARKS:
FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE WITH AUTHORIZATION.
2023 BILL FOR COLLECTION, INCLUDING \$743.00 WAIVER. THANK YOU.

7. DESCRIPTION:
9. PRINCIPAL: \$37,946.69
10. INTEREST:
11. ADMINISTRATIVE COSTS:
12. PENALTY:
13. AMOUNT DUE: \$37,946.69
14. ADJ. + CREDIT: \$.00
15. NET AMOUNT DUE: \$37,946.69

NOTE:
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

MEDICINE BOW-ROUTT NATIONAL FOREST 970-638-4516
YAMPA RANGER DISTRICT
P.O. BOX 7
YAMPA, CO 80483

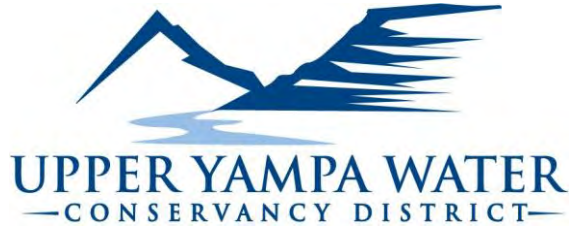
Failure to include both the bill number and payer code with your payment will delay posting and may delay your ability to use the National Forest. Failure to make payment by the due date may result in the assessment of interest, administrative fees and/or penalty charges. In accordance with your authorization or the debt collection act of 1982, as amended, postmarks are not honored.

DATE/PERIOD	DESCRIPTION	AMOUNT
01/01/2023 To 12/31/2023	2720 SPECIAL USES YAM116 YAMPA RANGER DISTRICT 922 DAM, RESERVOIR PERMIT ISSUED: 09/27/2016 COMMENTS: A partial fee waiver of \$3,188.00 for years 2003 thru 2022 and \$743.00 for years 2023-2032 was authorized in a letter dated November 14, 2002 and signed by the Forest Supervisor. Yamcolo Reservoir	\$37,946.69
Amount Due includes Adjustment: CREDIT for -\$743.00 Credit applied 2023-2032 - see bill comments		

FOR OFFICIAL USE ONLY

16. ORG	17. JOB	18. AMOUNT
0206	D3103F23	\$37,946.69





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 1/9/2023

Item: UYWCD Grant Disbursements

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The attached Diversion Infrastructure Improvement Project Grant Report and Community Grant Funding Report will be included in each board packet to provide a full background of all grant disbursements. The Diversion Infrastructure Improvement Project Report tracks all disbursements throughout the life of the project. The Community Grant Funding Report tracks disbursements on an annual basis.

II. Summary and Alternatives:

To date, there is \$144,899.10 remaining of the allocated \$200,000 for the Diversion Infrastructure Improvement Project. There are pending applications in the amount of \$56,000.

The Community Grant Funding Program disbursed \$80,000 in grant funds in 2022 including the Yampatika K-12 Water Education Program, the Routt County Conservation District Landowner Toolkit , and repairs and improvements to critical infrastructure at Stillwater Reservoir. An additional \$80,000 was approved for engineering and design for critical infrastructure improvements at Sheriff's Reservoir.

The Community Grant Funding Program has allocated \$100,000 for the 2023 budget, of which, \$20,000 has been awarded to the Yampatika Water Education Program.

III. Staff Recommendation: n/a

Please see the attached reports for disbursement details.

IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:

Goal 4, 7, and 8.

Attachments:

Attachment 1: Diversion Infrastructure Improvement Project Grant Report

Attachment 2: Community Grant Funding Report

Diversion Infrastructure Improvement Project Grant Funding

Structure Name	Applicant	Disbursement Date	UYWCD Funding	WSRF Funding	Total Project Cost
Boor #3	John Redmond	9/15/2020	\$ 968.86	\$ -	\$ 1,937.72
Boor #4	John Redmond	9/15/2020	\$ 968.86	\$ -	\$ 1,937.72
Beaver Creek Parshall Flume	John Redmond	9/15/2020	\$ 446.86	\$ -	\$ 893.72
Creek Ranch Headquarters Pond	Creek Ranch Owners Association	11/4/2020	\$ 459.20	\$ 459.19	\$ 1,836.77
Dry Creek Ditch	Kathleen Barnes	11/4/2020	\$ 2,288.49	\$ 2,288.49	\$ 9,153.97
Kemmer Ditch	Riverbank Ranches LLC	11/4/2020	\$ 1,233.00	\$ 1,233.00	\$ 4,932.00
Lucas Ditch #1	Rick Milway	11/23/2020	\$ 724.40	\$ -	\$ 1,448.80
Lucas Ditch #2	Rick Milway	11/23/2020	\$ 550.75	\$ -	\$ 1,101.50
Welch & Monson Ditch	Catamount Metropolitan District	3/8/2021	\$ 803.01	\$ 803.00	\$ 3,212.03
Martin Springs Diversion	Deborah Martin	3/8/2021	\$ 1,086.77	\$ 1,086.77	\$ 4,347.07
Duquette Ditch	Duckels Construction, Inc	3/8/2021	\$ 2,131.26	\$ 2,131.25	\$ 8,525.02
Brinker Creek Ditch	Finger Rock Preserve, LLC	3/8/2021	\$ 1,079.75	\$ 1,079.75	\$ 2,504.50
Hamill Ditch	Jake Hamill	3/8/2021	\$ 932.70	\$ -	\$ 1,865.40
Utley Ditch	Jake Hamill	3/8/2021	\$ 584.75	\$ 584.75	\$ 2,339.00
Grouse Creek Ditch	Joe Roberts	3/8/2021	\$ 1,431.61	\$ 1,431.61	\$ 5,726.43
Morrison Creek Ditch #2	Margaret E. Hagenbuch Trust	3/8/2021	\$ 1,128.61	\$ 1,128.61	\$ 4,514.44
Larsen Ditch	Mark Foster	3/8/2021	\$ 1,442.78	\$ 1,442.78	\$ 5,771.12
Sage Creek Diversion	The Nature Conservancy	3/8/2021	\$ 1,498.44	\$ 1,498.44	\$ 5,993.75
Baxter Ditch	Baxter Ditch Association	6/29/2021	\$ 2,500.00	\$ 2,500.00	\$ 11,527.67
Dequine Ditch	Lou Dequine	9/8/2021	\$ 895.32	\$ 895.32	\$ 3,581.28
Dequine Ditch Alternate Point #1	Lou Dequine	9/8/2021	\$ 416.44	\$ 416.43	\$ 1,665.73
Yampa Pump#2	Julie Green	9/8/2021	\$ 246.96	\$ 246.96	\$ 987.83
Middle Creek Ditch	Middle Creek Ranch, LLLP	9/8/2021	\$ 1,652.38	-	\$ 3,304.76
Steamboat Lake Golf Course Pond/Feeder Ditch	The Preserves at Pearl Lake Homeowners Association	9/8/2021	\$ 2,500.00	\$ 2,500.00	\$ 18,338.08
Elgin Creek Ditch	Hy Cattle Corporation	10/28/2021	\$ 951.68	\$ 951.67	\$ 3,806.70
Little Mountain Ditch	Bobby George	5/5/2022	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Pennsylvania Ditch	Bobby George	10/1/2022	\$ 500.00	\$ -	\$ 3,000.00
Total Work Completed:			\$ 120,253.01		
TOTAL DISBURSED:			\$ 30,922.88	\$ 24,178.02	\$ 55,100.90
DIIP FUNDS REMAINING:			\$ 69,077.12	\$ 75,821.98	\$ 144,899.10

2022 Community Grant Funding

Project	Applicant	Date Approved	Amount Approved
Yampatika Water Education Program	Yampatika	11/20/2019	\$5,000
Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency	Routt County Conservation District	7/20/2022	\$25,000
Stillwater Reservoir Infrastructure Improvements	Bear River Reservoir Company	9/22/2022	\$50,000
TOTAL APPROVED:			\$80,000.00
TOTAL FUNDS REMAINING:			(\$5,000.00)

2023 Community Grant Funding

Project	Applicant	Date Approved	Amount Approved
Yampatika Water Education Program	Yampatika	11/16/2022	\$20,000
TOTAL APPROVED:			\$20,000.00
TOTAL FUNDS REMAINING:			\$80,000.00





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 1/7/2023

Item: Community Funding Grant Application - Friends of the Yampa

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Friends of the Yampa (FOTY) is seeking community grant funding for the Yampa River Scorecard Project (YRSP). The project was originally initiated in 2021 with the intent of assessing and reporting river health to help inform land and water managers as well as the general public. The YRSP plans to assess the entirety of the Yampa River in five different segments using specific indicators of river health and function. Each segment will result in a technical report and scorecard outlining data collected to track how the river changes over time and educate the public on the environmental and societal value of the river. The YRSP aims to revisit each segment in a rolling 5 year period.

The initial assessment occurred in 2022 on a middle segment of the Yampa River including Hayden and Craig. The report or scorecard for the first assessment is being finalized in early 2023.

In 2023, FOTY will assess a new segment of the Yampa River. The segment begins at the tail waters of Stagecoach Reservoir and ends at the Hayden Pump Station. A map is attached for your review.

II. Summary and Alternatives:

FOTY is requesting \$25,000 in UYWCD Community Grant Funding for the assessment and report of the second segment of the Yampa River to take place in 2023. The estimated total cost for the YRSP on this segment of river is \$175,546. To date, they have secured \$141,621 in matching grant funds and \$8,925 in in-kind matches.

The board may move to approve full, partial, or no funding for the grant applicant.



III. Staff Recommendation:

UYWCD staff recommends funding the requested amount of \$25,000 to the FOTY Yampa River Scorecard Project.

IV. Legal Issues: N/A

V. Consistency with Board Goals and Policies:

Goal 4, 7 & 8

Attachments:

Attachment 1: Friends of the Yampa Grant Application Attachment 2: Project Budget and Timeline Worksheet
Additional Attachments: Project Map, Letters of Support



Community Grant Funding Application

Please refer to the UYWCD Community Grant Funding Guidelines prior to completing this application.

Applicant Information:

Applicant Name: _____

Organization (if applicable): _____

Primary Contact Information:

Name: _____

Address: _____

Phone: _____ E-mail: _____

Project Information:

Project Name: _____

Project Location: _____

Latitude and Longitude or PLSS: _____

Please attach a site map of project location.

Brief Project Summary (250 word limit):

Project Category(ies): *Please select the appropriate funding category(ies) for your proposed project (check all that apply):*

Infrastructure Improvements

Water Quality/Watershed Health

Water Supply Planning

Education and Outreach

River Restoration

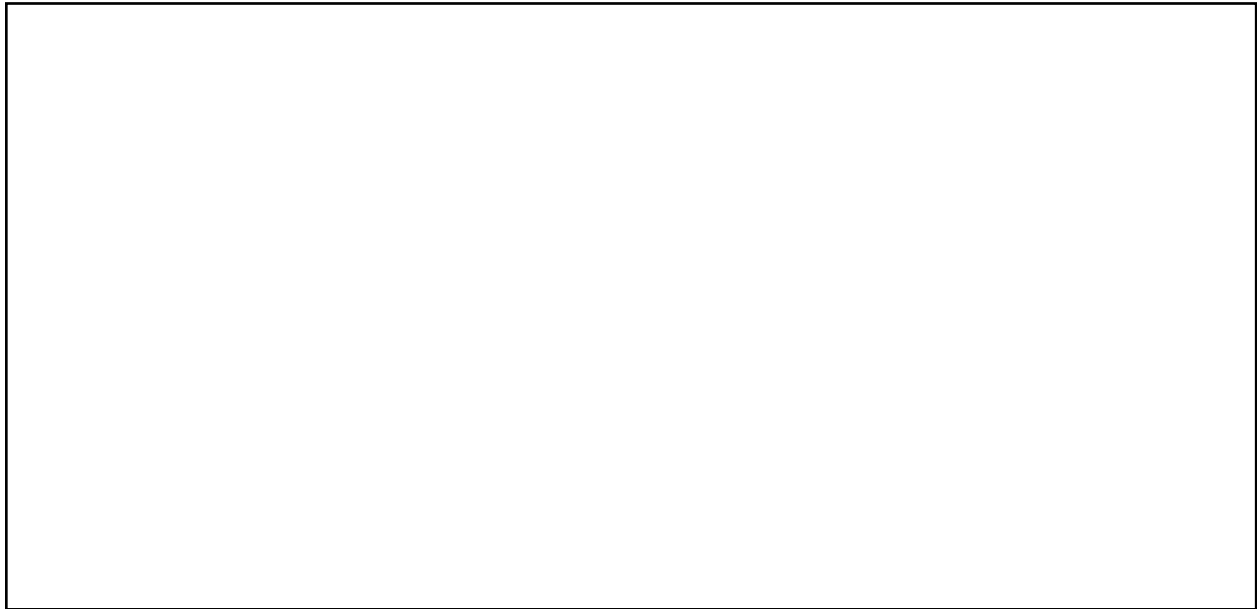
Please describe how the category(ies) selected above are addressed in your project objectives (300 word limit):

Project Timeline:

Anticipated Start Date: _____

Anticipated Completion Date: _____

Project Description and Tasks: Please outline this project by anticipated work tasks such as permitting, planning/design, construction, etc. For each task, please provide a detailed description, including methodology and anticipated start and end dates. Attach additional documentation including any existing engineering/design plans if applicable. (150 word limit)

A large, empty rectangular box with a thin black border, intended for the user to provide a detailed description of the project tasks, methodology, and dates. The box is currently blank.

Monitoring and Evaluation: Please describe the approach for monitoring and evaluating the progress of this project including specific measurable outcomes.(150 word limit)

Operations and Maintenance: Please outline existing and anticipated operations and maintenance costs associated with the project, including labor if applicable. Once the project is complete, how do you plan to cover ongoing expenses.(150 word limit)

Does this project require local, state or federal permitting?

Yes No

If yes, please list the anticipated permits below and include permitting status.

Is this project associated with decreed water rights?

___ Yes ___ No

If yes, please list the associated water rights holder, amount, and decreed use(s).

Does this project have the potential to cause injury to other water users?

___ Yes ___ No

If yes, please explain.

Please attach at least two letters of support for this project.

Alignment:

Please describe how your project aligns with the UYWCD Strategic Plan including goals, objectives, mission, and vision statements. (300 word limit)

Please describe how your project aligns with the Yampa/White/Green Basin Implementation Plan/Yampa River Integrated Water Management Plan, other local, state, or regional water management plans or programs, and/or any existing or planned projects in the Yampa River Basin. (250 word limit)

Budget:

Total Project Cost: _____

Requested Amount: _____

Please complete the Community Grant Funding Project Budget and Timeline Worksheet.

Project Partners: *List all partners involved with this project. Please include their role in the proposed project and the amount of their in-kind or cash contribution.*

Please describe planned efforts to meet the project budget. Should budget be exceeded please describe how additional costs may be covered. (100 word limit)

Signature of Applicant

Date



Date: 12/05/2022

Project Name: Yampa River Scorecard Project

Project Applicant: Jennifer Frithsen

Matching Funds

Funding Partner*	Cash	In-Kind	Total	Funds Committed (Y/N)
WaterSMART Grant	\$ 53,621.00		\$ 53,621.00	y
Walton Family Foundation	\$ 43,000.00		\$ 43,000.00	y
Mighty Arrow Family Foundation	\$ 25,000.00		\$ 25,000.00	y
City of Steamboat Springs	\$ 20,000.00		\$ 20,000.00	n
Total	\$ 141,621.00	\$ -	\$ 141,621.00	

*Include applicant and additional partners

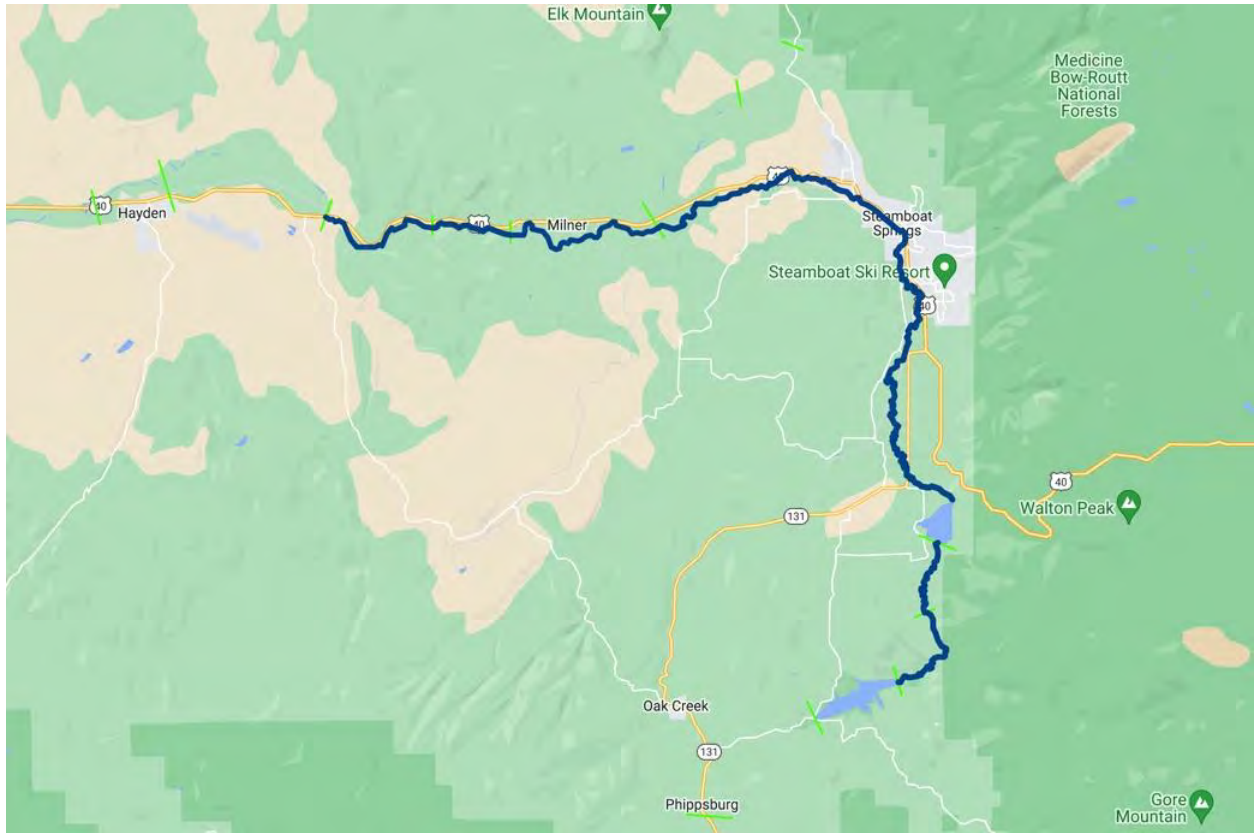
Project Budget & Timeline

Task No.	Task Description	Estimated Start Date	Estimated End Date		UYWCD Funds	Cash Match	In-kind Match	Total
1	Watershed consultant for YRSP implementation, analysis, and reporting- Alba Watershed Consulting	1/1/2023	12/31/23	\$ 55,000.00	\$ 5,000.00	\$ 49,375.00	\$ 625.00	\$ 55,000.00
2	Staff Time for YRSP time including field	1/1/2023	12/31/23	\$ 61,000.00	\$ 15,000.00	\$ 45,200.00	\$ 800.00	\$ 61,000.00
3	Education Partner (CSU post doc)	1/1/2023	12/31/23	\$ 25,000.00	\$ 5,000.00	\$ 13,750.00	\$ 6,250.00	\$ 25,000.00
4	Field work data collection (travel, equipment)	5/1/2023	11/1/23	\$ 16,250.00		\$ 16,250.00	\$ -	\$ 16,250.00
5	Report & Method printing (design, printing)	1/1/2023	12/31/23	\$ 7,296.00		\$ 6,046.00	\$ 1,250.00	\$ 7,296.00
6	Website	1/1/2023	12/31/23	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00
7	Mapping contractor	1/1/2023	12/31/23	\$ 5,000.00		\$ 5,000.00	\$ -	\$ 5,000.00
9	Meetings	1/1/2023	12/31/23	\$ 1,000.00		\$ 1,000.00	\$ -	\$ 1,000.00
Total Project Cost					\$25,000	\$141,621	\$8,925	\$175,546

UYWCD	\$25,000
Cash Match	\$141,621
In-Kind Match	\$8,925

Open/unassigned (\$1250) from Watersmart added to cash match for CSU post doc

Open/unassigned (\$25000) from Mighty Arrow added to staff time (\$15000) and Field work data collection (\$10,000)



December 12, 2022

Upper Yampa Water Conservancy District
Holly Kirkpatrick
2220 Curve Plaza Suite 201
P.O. Box 775529
Steamboat Springs, CO 80477



community
agriculture
alliance

Dear Holly and Community Grant Funding Application Reviewers,

It is my pleasure to submit a letter of support for the Friends of the Yampa's (FOTY) application for the Upper Yampa Water Conservancy District's Community Grant Funding. Community Agriculture Alliance has a strong partnership with FOTY via the Yampa Integrated Water Management Plan (IWMP) and other projects that address water-related community needs. The Yampa River Scorecard Project (YRSP) is a project that CAA supports and have a vested interest in. We are especially proud to partner with FOTY and represent agricultural interests in a collaborative and open manner.

FOTY has collaborated with stakeholders and worked with an experienced technical committee to design the YRSP. This project aims to monitor river health and function over the long term. The Scorecard will fill data gaps and provide an ongoing source of information about the state of the river. The public interface for this dataset can track how the river changes over time, help to educate the public on the environmental and societal value of the river, and inform land managers as they make decisions that affect the short term and long-term health of the river. Community Ag Alliance has partnered on this work and provided feedback from ag stakeholders on the Scorecard.

We understand that the successful completion of the 2023 Scorecard Project segment, which includes the Upper Yampa River from Stagecoach Reservoir downstream to the Hayden Pumpstation, will require adequate funding for many hours of work from both technical consultants and FOTY staff. We hope that the UYWCD Grant Funding Application reviewers will look favorably on this grant application and commit the requested funds to support this valuable project. Please contact me if you have any questions. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Michele Meyer'.

Michele Meyer, Executive Director

BOARD OF DIRECTORS

Colby Townsend, Co-Chair
Mikinzie Taylor, Co-Chair
Greg Brown
Megan Knott
CJ Mucklow
Kent Sandstedt
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STAFF

Michele Meyer
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Upper Yampa Water Conservancy District
Attn: Ms. Holly Kirkpatrick
2220 Curve Plaza Suite 201
P.O. Box 775529
Steamboat Springs, CO 80477

December 6, 2022

Dear Ms. Kirkpatrick and Community Grant Funding Application reviewers:

It is my pleasure to submit a letter of support for the Friends of the Yampa's (FOTY) application for the Upper Yampa Water Conservancy District's Community Grant Funding. The City of Steamboat Springs has a strong partnership with FOTY via the Yampa Integrated Water Management Plan (IWMP) and other projects that address water-related community needs. The City strongly supports the Yampa River Scorecard Project (YRSP) and has a vested interest in the data and information it will provide to inform management of the Yampa River system.

FOTY has collaborated with stakeholders and worked with an experienced technical committee to design the YRSP. This project aims to monitor river health and function over the long term. The Scorecard will fill data gaps and provide an ongoing source of information about the state of the river. The City particularly values this work because the 2023 Scorecard Project segment from Stagecoach Reservoir downstream to the Hayden Pumpstation includes the reach through the City's boundaries and aligns with the management objectives and monitoring plan identified in the City's Yampa River Health Assessment and Streamflow Management Plan adopted by City Council in 2018. The timing will allow for an ongoing partnership to assess and monitor Yampa River health on this segment. The City will provide \$25,000 in match funding to support the 2023 Scorecard Project segment.

This project has local, regional, and statewide significance as we seek to better understand the impacts of land use, population growth, water diversions, and climate change on the Yampa River system. The City of Steamboat Springs strongly supports the YRSP and is a committed partner in its long-term implementation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Snyder".

Jon Snyder, PE
Public Works Director
City of Steamboat Springs

BOARD MEMBER REPORTS



REPORT OF GENERAL COUNSEL





BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: January 11, 2023

Item: Water Resumes for November/December

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I have reviewed the water resumes of water applications filed in Water Divisions 5 and 6 in the month of November. I did not see any water court applications filed in the month of November to be of concern to the District. I did not identify any cases of concern in Water Division 5 for the month of December. The resume for Water Division 6 is not available at this time.

PENDING WATER CASES

STATUS OF OTHER WATER CASES



BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: January 11, 2023

Item: Water Court Cases Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

Following is an update of the status of water court cases in which the Upper Yampa Water Conservancy District is an Applicant or Opposer and matters pending before the Utah Division of Water Resources.

Case No. 20CW3019 –Diligence application filed by Public Service Company of Colorado for 52.5 cfs decreed to the Wessels Canal. We have provided PSCo with a settlement offer that the District would stipulate to a proposed Ruling of Referee continuing the conditional water rights provided that such water rights are subordinated to the District’s most junior water rights (2015 rights of exchange) and limited use in the Yampa River Valley. While PSCo has indicated a willingness to accept this offer, it has re-referred this matter to the water judge for the ability to conduct discovery. This matter is set for a 5-day trial to begin October 23, 2023. Settlement discussions with the Engineers may have hit an impasse.

Case No. 20CW3020. Diligence application filed by Public Service Company of Colorado for Hinman Park Reservoir and the Saddle Mountain Pump Station. The District entered into a stipulation that incorporates prior terms between the Applicant and District. The applicant and landowners have also reached a settlement in this case leaving only the State and Division Engineer as an opposer. This matter is set for a 5-day trial to begin October 23, 2023. Settlement discussions with the Engineers may have hit an impasse.

Case No. 21CW3046. Tri-State’s diligence application for the Craig Station Ditch and Pipeline in the amount of 15.07 cfs, conditional. No other statements of opposition were filed to the application. The Division Engineer has recommended the water right be cancelled. Tri-State has responded arguing the Division Engineer’s analysis is too simplistic and that it can and will develop the conditional water rights notwithstanding its portfolio of water rights. There are currently no case management deadlines in place. We have provided Tri-State with a settlement concept and are awaiting a response.

Case No. 21CW0023. South Routt Cemetery’s application to use contract water from Yamcolo Reservoir by exchange. Staff has contacted the applicant and proposed terms and conditions for

a proposed stipulated Ruling of Referee. The stipulation would require applicant to have a contract with the UYWCD to operate the exchange. The Division Engineer issued her Consultation Report requesting clarifying information. The Water Referee entered his Ruling of Referee without review by any of the parties. The Division Engineer has subsequently commented on the proposed ruling. The Water Referee has indicated that he will issue a new Ruling after the parties have had a chance to review and comment on the initial Ruling.

Case No. 21CW3053. Dean and Jim Rossi's application for new junior water rights and to add an alternate point of diversion so that their water rights in the Powell Ditch and Laramore Ditch can be used at either structure. The Applicants are to provide us with a proposed Ruling and engineering in support of the changes of water rights but are working through issues with the Division Engineer. The Division Engineer issued her Consultation Report raising a number of questions about the proposed operations. Applicant has made a partial response to the Division Engineer. However, they have not provided a proposed Ruling of Referee and still need to engage an engineer to assist with the technical questions raised in the Consultation Report.

Case No. 22CW3002 - Yamcolo Reservoir Second Filling – The District filed its application for finding of reasonable diligence or to make absolute for the Yamcolo Reservoir Second Filling water right on January 24, 2022. This water right is conditional in the amount of 7,066 acre feet. Tri State and the United States Forest Service have filed statements of opposition. We have provided Tri State with a proposed settlement concept and are awaiting a response. We received the Division Engineer's Consultation Report which raised several issues related to the various irregularities in prior decrees as well as whether there is sufficient water available to store the amount decreed to the second filling. The Division Engineer also recommends that the water right is not allowed to be used for municipal and industrial uses limiting it to irrigation, stock watering and domestic, and the right to export water be cancelled. We have begun drafting a response to that report.

Case No. 22CW3018 Pleasant Valley Reservoir Rights at Yamcolo Reservoir – Application to confirm that the Pleasant Valley Reservoir Rights stored in Yamcolo Reservoir have been made absolute for all decreed uses was filed in March. Tri-State has filed a statement of opposition. There are currently no case management deadlines in place, and we are awaiting the Division Engineer's Consultation Report.

Case No. 22CW3023 - Yamcolo Reservoir Objection to Abandonment – The District submitted an objection to the Division Engineer's partial listing of the "all beneficial uses" decreed to Yamcolo Reservoir First Enlargement Water Right. We met with the Division Engineer and have provided additional information in support of the protest. Pre-trial deadlines are currently stayed until January 31, 2023 to allow discussions on a possible settlement. We have received a draft settlement offer that would allow the District to maintain 410 acre feet decreed to the First Enlargement for augmentation and municipal uses, provided the District submits revised accounting for Yamcolo Reservoir within an as yet to be determined time. We are working with the attorney general's office on a proposed stipulation to present to the board.

Case No. 22CW3102 – Opposition to Water Measurement Rules – The State Engineer and Division Engineer for Water Division 6 submitted proposed Rules to require all water users to

install measuring devices for their water facilities subject to the terms of the proposed rules. The water court approves and adopts the rules as the formal rule-making body. Statements of opposition were filed by Caerus Cross Timbers LLC/Caerus Piceance LLC, City of Fort Collins, Jackson County Water Conservancy District, Colowyo Coal Company LP, City of Steamboat Springs, and Don Johnson. The Engineers will now ask the Water Court to establish a case management schedule to address concerns.

Case No. 22CW31107 – Diligence on Yampa River Augmentation Plan – This case requests a finding of reasonable diligence and to make absolute in part on appropriative rights of exchange used within the District’s Yampa River umbrella augmentation plan. The deadline to file a statement of opposition is the end of January.

Case No. 22CW3108 –Little Morrison Diversion – Requests a finding of reasonable diligence on the Little Morrison Diversion and Little Morrison Diversion Alternate Point in the amount of 50 c.f.s. to deliver water from Morrison Creek into Little Morrison Creek and provide an additional source to fill Stagecoach Reservoir. The deadline to file a statement of opposition is the end of January.

Water Horse Resources – There has been no significant change since the last update. Applicant filed a motion for summary judgment early on that the intervenors requested responses to be stayed until discovery could occur, which was granted by the court. The objectors are preparing a motion for summary judgment based on the limited fact discovery, briefing is not expected to be completed until January. A trial date is not set but would occur after January of 2023.

NEW BUSINESS



EXECUTIVE SESSIONS

Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____. Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.

Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

BOARD ACTIONS IN REGARD TO EXECUTIVE SESSION



DETERMINATION OF NEXT MEETING AGENDA



AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, MARCH 15, 2023 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/83287586984?PWD=N2pOYmVnELhHNkdWYzZjQnRINFJLZz09](https://us06web.zoom.us/j/83287586984?pwd=N2pOYmVnELhHNkdWYzZjQnRINFJLZz09)

AS RECOMMENDED BY THE STATE PUBLIC HEALTH ORDER AND THE CDC, THE UPPER YAMPA WATER CONSERVANCY DISTRICT REQUESTS THAT UNVACCINATED PEOPLE ATTENDING THE BOARD OF DIRECTORS MEETING AT THE MOUNTAIN VALLEY BANK COMMUNITY ROOM WEAR A MASK.

MATERIALS FOR BOARD PACKET DUE: MARCH 6TH BY 5:00 PM

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

A Board of Directors meeting packet is available for public review on our website at <https://upperyampawater.com/agendas-and-meeting-documents/> by the Friday before the meeting. Amendments to the Agenda and new documents that are generated or submitted after the original posting of the meeting materials will be posted under "Additional Documents" on the website for the relevant meeting.

QUESTIONS ON AGENDA AND/OR BOARD MATERIALS: Members of the public or Board of Directors with questions on the agenda or meeting materials, including the consent agenda, are welcome to contact the General Manager at the District offices prior to the meeting. You may reach the General Manager at: arossi@upperyampawater.com or (970) 871-1035 Ext. 2.

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Input and Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard following the presentation. Please wait until you are recognized by the President. With the exception of subjects brought up during Public Input and Comment, on which no action will be taken or a decision made, the Board may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion" whether or not listed as an "Action Item."

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:00 PM** Approval of Agenda for Meeting
- (3) **12:05 PM** Public Input and Comment

Action item

The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.

- a. Update from Erin Light

- (4) **12:10 PM** Consent Agenda **Action item**
- a. Approval of the Minutes January 18, 2023, Board Meeting
 - b. Financials
 - i. Approval of Disbursements
 - ii. Budget Comparison
- (5) **12:15 PM** Report of General Manager
- a. Financial Audit Update
 - b. Board Member Appointment Recognition
- (6) **XX:XX PM** District Engineer Report
- a. Update on Reservoir Water Status
- (7) **XX:XX PM** Public Information Updates
- a. Grants
 - i. Disbursements
 - ii. New Applications
- (8) **XX:XX PM** Board Member Reports **Action item**
- (9) **XX XX:XX PM** Report of General Counsel
- (10) **XX:XX PM** Pending Water Cases
- a. Water Resumes
 - b. Status of Other Water Cases
- (11) **XX:XX PM** New Business (Limited to emergency matters that came up **Action item**
During the course of the meeting)
- (12) **XX:XX PM** Executive Sessions:
- a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____ (insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____ (insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (13) **XX:XX PM** Board Actions in Regard to Executive Session
- (14) **XX:XX PM** Determination of Next Meeting(s) Agenda(s)
- (15) **XX:XX PM** Adjournment.