

# AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT  
BOARD OF DIRECTORS MEETING  
WEDNESDAY, JULY 20, 2022 (12:00 PM)  
MOUNTAIN VALLEY BANK COMMUNITY ROOM  
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO  
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/84584409032?PWD=BXU3UjRSaZHXDNORU1ZWkzJBVzVJQT09](https://us06web.zoom.us/j/84584409032?pwd=BXU3UjRSaZHXDNORU1ZWkzJBVzVJQT09)

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](mailto: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 **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.
- (4) **12:10 PM** Consent Agenda **Action Item**
  - a. Approval of the Minutes May 18, 2022, Board of Directors Meeting Minutes
  - b. Financials
    - i. Approval of Disbursements
    - ii. Budget Comparison

- iii. UYWCD Local Deposits Activity Update
- (5) **12:25 PM** Report of General Manager
  - a. Yampatika Programs Update
  - b. CWCB Update on Colorado Water Plan
  - c. UYWCD Water Contracts
    - i. Augmentation Plan Contract and Document Updates **Action Item**
    - ii. Bill Gay Augmentation Contract Proposal **Action Item**
  - d. 6-month Review of 2022 Strategic Plan
- (6) **1:45 PM** District Engineer Report
  - a. Update on Reservoir Water Status
  - b. Capital Projects Report
- (7) **2:00 PM** Public Information Updates
  - a. Upcoming Events
  - b. Grants **Action Item**
- (8) **2:15 PM** Board Member Reports
- (9) **2:30 PM** Report of General Counsel and Update from Erin Light
- (10) **2:45 PM** Pending Water Cases
  - a. Water Resumes
  - b. Status of Other Water Cases
- (11) **3:00 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action Item**
- (12) **3:05 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.
- (13) **3:45 PM** Board Actions in Regard to Executive Session
- (14) **3:50 PM** Determination of Next Meeting(s) Agenda(s)
- (15) **4:00 PM** Adjournment.

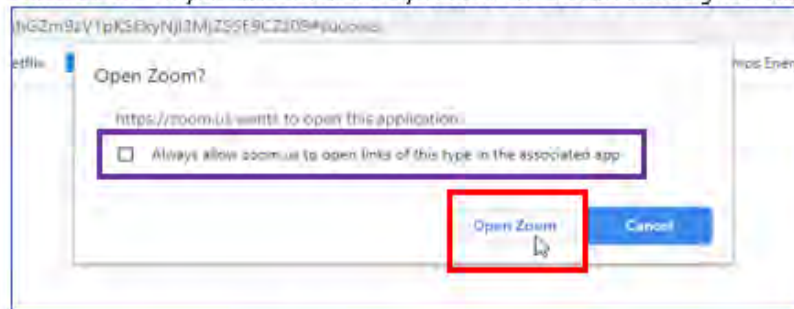
## How to join a Zoom meeting

### 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:

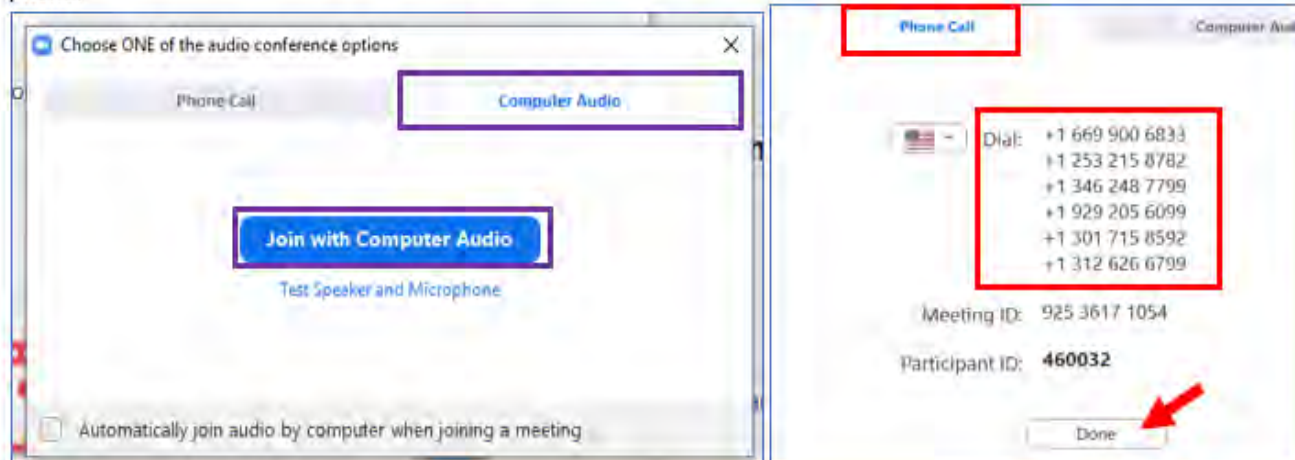


If you have not used Zoom before, you may receive this dialogue box to open Zoom. First, click on "always allow zoom.us..." so you will automatically connect for future meetings. Then, click on "Open Zoom" and follow the prompts.



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.



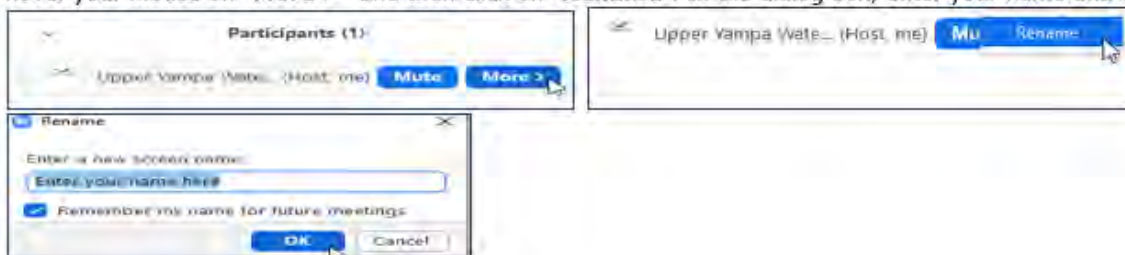
**Join via "Dial by your location":**

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](mailto:dbastian@upperyampawater.com)
- Phone: 970-819-0189

## **PUBLIC INPUT AND COMMENT**

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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  
WEDNESDAY, MAY 18, 2022 (12:00 PM)  
MOUNTAIN VALLEY BANK COMMUNITY ROOM  
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO  
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/84676949122?PWD=ZG5YATCYV2VvZWxTNGR1QnJDRWhQUt09](https://us06web.zoom.us/j/84676949122?pwd=ZG5yYUJCYVZvZWxTNGR1QnJDRWhQUt09)

## 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, 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, General Counsel Bob Weiss and Special Counsel Scott Grosscup were also present. Members of the public present for some portion of the meeting included Kelly Watson, Watson Coon Ryan; Frank Alfone, Mt. Werner Water; Craig Preston, Colorado Parks & Wildlife; Julie Baxter, City of Steamboat Springs; Jerry Smith and Margaret Hagenbuch.

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.
- (4) **12:10 PM** Consent Agenda **Action item**
  - a. Approval of the March 16, 2022, Board of Directors Meeting Minutes
  - b. Financials
    - i. Approval of Disbursements
    - ii. Budget Comparison
- (5) **12:15 PM** Report of Chief Accountant **Action item**
  - a. Audit
- (6) **12:45 PM** Report of General Manager **Action item**
  - a. Certificates of Deposit Update
  - b. Coal Creek Diversion Project Update

## RECORD OF PROCEEDINGS

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- c. Soil Moisture Monitoring Pilot Program Report
- d. Stagecoach State Park UYWCD-CPW Lease Renewal
- e. Water Storage Contracts
  - i. Stagecoach Municipal **Action item**
  - ii. Augmentation
- (7) **2:45 PM** District Engineer Report
  - a. Update on Reservoir Water Status
  - b. Sickles Grazing Lease **Action item**
- (8) **3:00 PM** Public Information Updates
  - a. Grants
- (9) **3:15 PM** Board Member Reports
- (10) **3:30 PM** Report of General Counsel
- (11) **3:45 PM** Pending Water Cases
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- (14) **5:00 PM** Board Actions in Regard to Executive Session
- (15) **5:05 PM** Determination of Next Meeting(s) Agenda(s)
- (16) **5:15 PM** Adjournment.

Chairman Monger established a quorum and called the meeting to order at 12:08 PM.

**Meeting Agenda.** Director Jones moved to approve the agenda. Director Murphy 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 Halliday moved to approve the consent agenda as presented. Director Seltzer seconded the motion which was unanimously approved.

**Report of Chief Accountant.** Chief Accountant Karina Craig introduced Kelly Watson from Watson Coon Ryan, Certified Public Accounts. Kelly provided an overview of the process and the roles undertaken by Watson Coon Ryan in the audit of the District's 2021 fiscal year financials and reviewed the Independent Auditor's Report with the Board. Director Jones moved to approve the 2021 financial audit as presented. Director Monger seconded the motion which was unanimously approved.



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**Report of General Manager.** General Manager Rossi provided an update on the current and ongoing Upper Yampa Water Conservancy District activities.

**Certificates of Deposit Update.** Director Sharp disclosed that he is an Emeritus Director and shareholder at Yampa Valley Bank and General Counsel Weiss disclosed that he is a shareholder at Yampa Valley Bank. Chairman Monger did not feel that these disclosures would affect discussion or a vote on the topic. General Counsel Weiss agreed.

Chief Accountant Karina Craig provided an overview of the District's current Certificate of Deposit (CD) accounts. In consideration of the maturity dates of the District's CDs and changing economic conditions the Board was presented with three options for consideration regarding the current CD deposit balances. The Board discussed. Director Jones moved to approve Option 2 as presented by staff and Resolution No. 2202-3 which authorizes General Manager/Secretary Andy Rossi to open a Public Funds Money Market account at Vectra Bank Colorado. Director Sharp seconded the motion which was unanimously approved.

Chairman Monger commented that an investment committee should be established to create an investment policy and assistance to staff. The Board agreed that the Executive Committee should create the investment policy.

**Coal Creek Diversion Project Update.** General Manager Rossi provided a recap of the status of the Coal Creek Diversion Project. The Board provided direction to staff to obtain a cost estimate from a consultant that can work with the District to pursue permitting efforts with the Forest Service.

**Soil Moisture Monitoring Pilot Program Report.** General Manager Rossi reported on the collaboration to install a soil moisture monitoring network of stations in the Upper Yampa River Basin. This will assist to connect relevant climate change science with local and regional water managers' goals to better align decision-making capacity, water use practices, and water supply in a changing future.

**Stagecoach State Park UYWCD-CPW Lease Renewal.** General Manager Rossi and General Counsel Weiss provided the status of the lease renewal process. The Board discussed and provided comment on suggested amendments. The General Manager and General Counsel will meet with the Colorado Parks & Wildlife staff to begin negotiations.

**Water Storage Contracts – Stagecoach Municipal.** A summary of the status of the proposed acceptance by municipal contract holders was presented to the Board. General Manager Rossi informed the Board that the Stahl Family has requested the termination of their two Stagecoach Reservoir water storage contracts. Director Sharp moved to authorize the signature of the Termination of Water Contract Agreement for the two existing Stagecoach Reservoir water storage contracts for the Stahl Family. Director Redmond seconded the motion which was unanimously approved.

General Manager Rossi notified the Board that Edexco, Inc.'s (and Raindrop Water's) Stagecoach Reservoir water storage contract expired on July 15, 2021. Edexco, Inc. has requested a new Stagecoach Reservoir water storage contract. Director Jones moved to approve the new Stagecoach Reservoir water storage contract for Edexco, Inc. Director Murphy seconded the motion. Directors Monger, Jones, Redmond, Murphy, Sharp, Seltzer and Halliday voted in favor. Director Brenner voted against. The motion passed.

**Water Storage Contracts – Augmentation.** The Board was provided with an update of the current augmentation contracts for the Yampa River and Elk River plans.

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## ***District Engineer Report***

Update on Reservoir Water Status. District Engineer Emily Lowell provided an update on the reservoir water status and noted that the Bear River went on call Monday, May 16, 2022.

Sickles Grazing Lease. District Engineer Emily Lowell reviewed the lease process and informed the Board that there was one application submitted by the Monger Cattle Company (MCC) and the lease has been awarded to them. Chairman Monger proposed that, as a party to MCC, they would like to pay the full amount due for the lease as a deposit and then work with Colorado Parks & Wildlife and District staff to identify “in-kind” services to be performed by MCC. Once “in-kind” services are performed MCC will be reimbursed through the deposit. General Counsel Weiss commented that the current contract would need to be amended to reflect the request. Chairman Monger recused himself from the meeting and Director Jones chaired the Board discussion. Director Sharp moved to approve the Sickles Place Grazing Lease with the amendment to allow the MCC to pay the full lease as a deposit and then determine the “in-kind” services to be performed for reimbursement. Director Halliday seconded the motion. Directors Jones, Redmond, Murphy, Sharp, Seltzer, Halliday and Brenner voted in favor. Director Monger abstained. The motion passed.

***Public Information Updates.*** Public Information and External Affairs Manager Holly Kirkpatrick informed the Board that the Diversion Infrastructure Improvement Project Grant program has been extended to May 2024 and provided an update on the Community Grant Funding program.

***Board Member Reports.*** Director Brenner stated that he was appointed as the NW Colorado representative to the Colorado Water Congress and requested the Board to reach out to him with any questions or issues to be brought to CWC.

Director Sharp requested staff to look into legislation that allows for the transfer of water between reservoirs that are on the same system. Special Counsel Grosscup will review and provided a report at the July meeting.

Director Seltzer suggested that the Governance Committee meet prior to the July 20, 2022, Board meeting to review the Governance Manual and to develop a format for the 6-month review of the Strategic Plan. General Manager Rossi and Director Brenner will plan a meeting.

***Report of General Counsel.*** General Counsel Weiss did not have any items to report.

## ***Pending Water Cases.***

Water Resumes. Special Counsel Grosscup reviewed the water resumes.

Status of Other Water Cases. Special Counsel Grosscup provided a recap of the current water cases being monitored by the District.

***New Business.*** There was no new business.

***Determination of Next Meeting Agenda.*** The agenda for the July 20, 2022, Board Meeting was reviewed. The Board requested the addition of the IWMP final report, if complete, and update on Morrison Creek, Roundtable presentation on weather modification efforts and a presentation of the collaboration of education efforts with PEPO, Yampatika and District staff.

The meeting adjourned at 4:23 PM.

# RECORD OF PROCEEDINGS

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

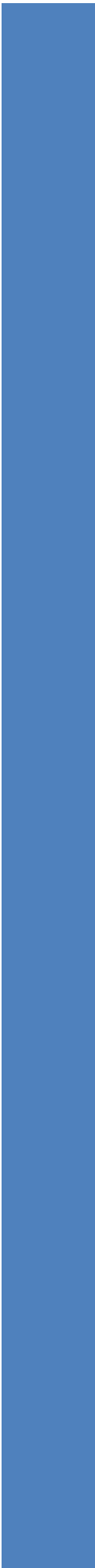
\_\_\_\_\_  
Andy Rossi, District Secretary/Manager

Date: \_\_\_\_\_

DRAFT

**CONSENT AGENDA**

**FINANCIAL REPORTS:  
APPROVAL OF DISBURSEMENTS**





## BOARD COMMUNICATION FORM

**From:** Karina Craig, Chief Accountant.

**Date:** July 20, 2022

**Item:** Financial Reports: June 30, 2022 Cash Disbursement Report.

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<input type="checkbox"/>	DIRECTION
<input checked="" type="checkbox"/>	INFORMATION
<input type="checkbox"/>	MOTION
<input type="checkbox"/>	RESOLUTION

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**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 June 30, 2022, and credit card payments through June 3, 2022. District disbursements include operating and capital expenditures from the 2022 fiscal year budget totaling \$297,579.95.

**II. Summary:** Cash disbursements reported include *reconciled* expenditures incurred through check and credit card transactions.

**III. Staff Recommendation:** Accept report.

**IV. Legal Issues:** None

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

**Attachments:**

Attachment 1: Cash Disbursement Report.

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
03/31/2022	Ken Brenner	Director fees, Q1 2022.	600.00
03/31/2022	Nicole Seltzer	Director fees, Q1 2022.	600.00
03/31/2022	Tom Sharp	Director fees, Q1 2022.	600.00
04/05/2022	Big House Burgers	Meeting lunch	170.03
04/05/2022	Mailchimp	Email marketing platform, monthly subscription	17.77
04/05/2022	CrashPlan Code42	Monthly subscription, April services.	9.99
04/07/2022	Garmin	Monthly subscription, 04-06-2022 to 05-05-2022.	34.95
04/08/2022	Water Education Colorado (CFWE, WeCO)	Upper Colorado River Basin Tour	393.78
04/08/2022	NDS Northwest Data Services	IT Services. Monthly Cloud Services, March.	302.10
04/08/2022	ACE Hardware	Event supplies	8.66
04/08/2022	ACE Hardware	Event supplies	8.66
04/08/2022	NYT The New York Times	Monthly subscription	4.00
04/10/2022	Intuit QuickBooks	Accounting and payroll software, annual subscription.	2,461.60
04/12/2022	Water Education Colorado (CFWE, WeCO)	Upper Colorado River Basin Tour	945.00
04/12/2022	Restaurant.	Meeting expenses	37.96
04/13/2022	ACE Hardware	Stagecoach maintenance	512.88
04/13/2022	Rapport Inc	Yamcolo Reservoir maintenance	335.79
04/13/2022	Walmart	Office supplies	8.00
04/14/2022	Hotel	Training, lodging.	122.77
04/15/2022	Edge Communications	Services 04-06-2022 to 05-05-2022	113.70
04/15/2022	Routt County Clerk	Recording of augmentation contract with John Klein, E-A1-002. Reception # 836529.	24.28
04/18/2022	Routt County Clerk	Recording of augmentation contract with Youngs Peak Preserve, lot 4, A1-003. Reception # 836527.	24.28
04/18/2022	Routt County Clerk	Recording of augmentation contract with Youngs Peak Preserve, lot 5, A1-004. Reception # 836526.	24.28
04/18/2022	Routt County Clerk	Recording of augmentation contract with Youngs Peak Preserve, lot 6, A1-005. Reception # 836528.	24.28

**Subtotal**

**7,384.76**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
04/20/2022	YVEA	Electrical service at Stagecoach, March 2022.	707.33
04/21/2022	Adobe	Monthly subscription 04-20-2022 to 05-19-2022	118.93
04/23/2022	CenturyLink Lumen	SC Telephone, April 2021.	159.19
04/26/2022	Internal Revenue Service	Federal tax liabilities, April 2022 payroll.	16,123.72
04/26/2022	Amazon	Office supplies	60.03
04/27/2022	Element Print and Design	Additional copies of annual report	597.10
04/27/2022	Flat Tops Ranch Supply	Facilities maintenance	238.78
04/27/2022	SmartVault	Software, interface with quickbooks	140.00
04/28/2022	Dakota Riggers & Tool Supply, Inc	Yamcolo maintenance	918.55
04/28/2022	USPS	Postage	5.11
04/29/2022	CenturyLink Lumen	Office Telephone & Internet, 03-07-2022 to 04-06-2022.	238.14
05/02/2022	MVB Mountain Valley Bank	May Rent	6,724.24
05/02/2022	Family Support Registry	Remittance May 2022.	716.00
05/02/2022	Conoco Universal WEX	Gasoline, April 2022.	382.15
05/02/2022	Verizon Wireless	Stagecoach Cell phones, 04-14-2022 to 05-13-2022.	84.98
05/02/2022	Routt County Clerk	Recording fee for Assignment of YR Augmentation contract A1-001. Reception # 836977	39.62
05/02/2022	Walmart	Board meeting supplies	7.32
05/03/2022	City Market	South Routt Water Users Meeting, supplies.	204.18
05/04/2022	Restaurant.	South Routt Water Users Meeting, food.	424.71
05/04/2022	Safeway	Office supplies	6.26
05/05/2022	Soroco Future Farmers America FFA	Use of facilities and take-down for South Routt Water Users Meeting.	500.00
05/05/2022	Doodle Poll	Annual Subscription	83.40
05/05/2022	Amazon	Office supplies	31.30
05/05/2022	Mailchimp	Email marketing platform, monthly subscription	17.77

**Subtotal**

**28,528.81**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
05/05/2022	CrashPlan Code42	Monthly subscription, May services.	9.99
05/06/2022	NDS Northwest Data Services	IT Services. Monthly Cloud Services, April.	293.10
05/06/2022	Kum & Go	Supplies	9.60
05/07/2022	Garmin	Monthly subscription, 05-06-2022 to 06-05-2022.	34.95
05/08/2022	NYT The New York Times	Monthly subscription	4.00
05/13/2022	Mountain View Car Wash	Car Wash	14.10
05/16/2022	CEBT	Medical, dental, vision, life, STD, LTD May 2022 coverage.	13,618.71
05/16/2022	USGS	22REJFACO129, Water quality monitoring at Stagecoach Reservoir	9,999.00
05/16/2022	Native Excavating	Stagecoach powerhouse maintenance	6,328.25
05/16/2022	USGS	22rejfaco121 Streamgaging Stations Above and below Stagecoach Reservoir	5,728.00
05/16/2022	River Restoration	Union Ditch Headgate	4,622.85
05/16/2022	Wilson Water Group	Water Resource Engineering: Professional services through April 30, 2022.	3,817.50
05/16/2022	Weiss & Van Scoyk	Legal services, February 2022. General Matters, price-inclusible.	3,292.50
05/16/2022	Balcomb & Green, P.C.	Miscellaneous Matters, Yamcolo Diligence, Opposition cases, Protest to Abandonment, April legal ...	2,077.44
05/16/2022	YV Tire Pros & Express Lube	2015 Dodge Vehicle maintenance	1,976.96
05/16/2022	Stand Creative Studio	Monthly digital marketing Services	1,450.00
05/16/2022	Colorado Water Congress CWC	State Affairs Committee Administration fee, District Manager & Engineer.	550.00
05/16/2022	LRE Water	Services through March 25, 2021. Proj. 21047UYCD01-22. Water rights.	495.00
05/16/2022	ACE Hardware	Stagecoach maintenance and public event materials	186.25
05/16/2022	NDS Northwest Data Services	IT Services, monthly consulting services.	180.00
05/16/2022	Weiss & Van Scoyk	Legal services, February 2022. Stagecoach plan matters, price-exclusible.	35.00
05/16/2022	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, April 2022.	12.14
05/16/2022	Hotel	Western Colorado Children's Water Festival	157.00
05/16/2022	Hotel	Western Colorado Children's Water Festival	157.00

**Subtotal**

**55,049.34**



**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
05/17/2022	Hotel	Western Colorado Children's Water Festival	168.00
05/17/2022	Edge Communications	Services 05-06-2022 to 06-05-2022	113.70
05/17/2022	City Market	Conference expense	5.58
05/18/2022	Restaurant.	Water Festival Planning Trip - Western Colorado Children	58.85
05/18/2022	City Market	Board meeting supplies	30.40
05/20/2022	Steamboat Specialties, Inc.	2022 UYWCD event materials	2,057.34
05/20/2022	YVEA	Electrical service at Stagecoach, April 2022.	622.40
05/21/2022	Adobe	Monthly subscription 05-20-2022 to 06-19-2022	118.93
05/22/2022	CenturyLink Lumen	SC Telephone, May 2021.	159.58
05/24/2022	YV Tire Pros & Express Lube	2015 Dodge Vehicle maintenance	109.00
05/25/2022	Bob Woodmansee	Water Quality Study, work through April 10, 2022.	5,000.00
05/25/2022	Deb Bastian	Reimbursement, Board meeting supplies.	286.27
05/25/2022	NDS Northwest Data Services	IT Services, monthly consulting services.	270.00
05/25/2022	John Nelson	Reimbursement, Steamboat Lumber Co purchase, lumber for Stillwater Ditch	135.15
05/25/2022	Bobby George	Installation headgate and measuring devise at Little Mountain Ditch	3,000.00
05/25/2022	Watson Coon Ryan	2022 auditing services	1,000.00
05/25/2022	Flat Tops Ranch Supply	Stagecoach maintenance	22.99
05/25/2022	SunWize	Yamcolo maintenance, Charge Controller.	73.00
05/25/2022	SunWize	Yamcolo maintenance, Charge Controller.	22.38
05/27/2022	Quickbooks Payroll Service	Monthly payroll	46,194.78
05/27/2022	SmartVault	Software, interface with quickbooks	140.00
05/30/2022	ICMA-401a	Monthly contributions, May 2022 payroll.	4,579.35
05/30/2022	ICMA-457	Monthly contributions, May 2022 payroll.	2,726.17
05/31/2022	Internal Revenue Service	Monthly payroll liabilities, employee withholdings and employer contributions	16,468.12

**Subtotal**

**83,361.99**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
05/31/2022	Routt County Clerk and Recorder	Recording fee for Stahl contract termination	49.85
05/31/2022	Safeway	Office supplies	2.61
06/01/2022	MVB Mountain Valley Bank	June Rent	6,724.24
06/01/2022	Family Support Registry	Remittance June 2022	716.00
06/01/2022	Routt County Clerk	Recording fee for Assignment of YR Augmentation contract A1-002. Reception # 837904	39.62
06/02/2022	Verizon Wireless	Stagecoach Cell phones, 05-14-2022 to 06-13-2022.	84.98
06/06/2022	Conoco Universal WEX	Gasoline, May 2022.	957.97
06/07/2022	Town of Oak Creek	Funding Contract, Town of Oak Creek, Sheriff Reservoir. First distribution of funds.	20,000.00
06/07/2022	CEBT	Medical, dental, vision, life, STD, LTD July 2022 coverage.	13,618.71
06/07/2022	River Restoration	Union Ditch Headgate	6,578.60
06/07/2022	AECOM	Yamcolo butterfly valve and generator	4,891.00
06/07/2022	ECS Employers Council Services, Inc.	Annual dues, 06-01-2022 to 05-31-2023.	3,222.92
06/07/2022	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, May legal services	2,109.54
06/07/2022	Stand Creative Studio	Monthly digital marketing Services	1,450.00
06/07/2022	Hill Petroleum	Generator oil	1,426.24
06/07/2022	Wilson Water Group	Water Resource Engineering: Professional services through May 31, 2022.	1,356.25
06/07/2022	All Natural of Yampa Valley Inc	Office cleaning, May 2022.	300.00
06/07/2022	YV Tire Pros & Express Lube	2015 Dodge Vehicle maintenance	114.44
06/07/2022	NDS Northwest Data Services	IT Services	90.00
06/07/2022	Napa	Vehicle maintenance	27.43
06/07/2022	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, May 2022.	24.51
06/21/2022	Weiss & Van Scoyk	Legal services, April and May 2022. Stagecoach plan matters, price-exclusible.	3,874.00
06/21/2022	Weiss & Van Scoyk	Legal services, April and May 2022. General Matters, price-inclusible.	3,477.00
06/21/2022	NDS Northwest Data Services	Laptop computer	1,440.00

**Subtotal**

**72,575.91**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**June 30, 2022**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
06/21/2022	Chaos Ink	2022 Event supplies	900.00
06/21/2022	NDS Northwest Data Services	IT Services	415.00
06/21/2022	All Natural of Yampa Valley Inc	Office cleaning, June 2022.	300.00
06/21/2022	NDS Northwest Data Services	Laptop recycling fees	10.00
06/29/2022	Quickbooks Payroll Service	Monthly payroll	48,816.16
06/29/2022	CenturyLink Lumen	Office Telephone & Internet, 05-07-2022 to 06-06-2022.	237.98

**Subtotal** **50,679.14**

**Total** **297,579.95**

**CONSENT AGENDA**

**FINANCIAL REPORTS:  
BUDGET COMPARISON**

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## BOARD COMMUNICATION FORM

**From:** Karina Craig, Chief Accountant.

**Date:** July 20, 2022

**Item: Financial Reports: May 31, 2022 Budget Comparison Report and Proposed Amendment Notification.**

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### I. Request/Issue and Background Information:

The ***Budget Comparison Report*** includes transactions accrued up to May 31, 2022. Additional transactions for the reported period may be added as further documentation is received and processed.

#### ***Operating Revenues***

##### *Power Sales*

Power sale revenues accrued up to May 31, 2022, were \$40,234.00. A ten-year running average of actual revenues indicates that approximately 49% of annual power revenues are typically accrued by May 31<sup>st</sup>. Based on that parameter and on actual 2022 revenues, total year projections are currently estimated at \$83,000.00 or 43% of budget. Power generation at Stagecoach Powerhouse varies, according to drought conditions, water storage management and hydroplant maintenance activities.

##### *Water Sales*

The All Items, All Urban Consumers, Denver-Aurora-Lakewood *2021 Half 2* CPI index was published by the US Bureau of Labor and Statistics in early 2022. CPI adjustments and related contract stipulations are reflected in annual revenue projections of Stillwater Ditch & Reservoir Company and water sales from both reservoirs.

Actual water sales reported include only Yampa River and Elk River augmentation water sales and Augmentation contract application fees. Projected water sales include fully stored allotments for Stagecoach Reservoir, certain abatements at Yamcolo Reservoir due to drought conditions, and the augmentation water revenues.



Stagecoach Reservoir water sales are projected at \$202,762.40 or 107% of budget:

- Municipalities, \$125,022.08
- Industrial, \$56,316.75
- Yampa River augmentation, \$12,724.57
- ERC, \$4,793.00\*
- Agricultural, \$906.00
- Augmentation contract application fees, \$3,000.00

\*Total 2022 ERC water storage purchases from Colorado Water Trust are to be determined. Projections provided above are based on a minimum 100 AF purchase as stipulated by contract.

Yamcolo Reservoir water sales are projected at \$134,625.55 or 80% of budget:

- Municipalities, \$92,334.20
- Yamcolo Irrigators Association, abated, 1,632.75 AF, \$22,548.28
- Individual irrigators, abated, 1,711.25 AF, \$19,743.07

### Interest Revenues

Most of the District's interest revenues derive from Colotrust Plus+ investment yields, with a much smaller portion originating from Certificate of Deposit interest payments. Colotrust's Average Monthly Yield increased from 0.0735% in January 2022 to 1.1707% in June 2022. Interest revenues were conservatively projected, based on most recently available investment yields, and are expected to be above budget.

### ***Operating Expenses***

Operating expenses are projected to be within budget.

### ***Capital Expenditures***

In November 2021, Stagecoach Capital Improvements for 2022 were budgeted in aggregate at \$297,500.00. This budget included hydroplant improvements to general equipment, turbine, SCADA system, and repairs to the Union Ditch headgate. The Union Ditch irrigates wetlands above Stagecoach Reservoir and budgeted headgate repair costs were based on preliminary estimates. The engineering, design and construction costs for ditch headgate repairs are expected to be higher than earlier estimates. The Budget Comparison Report shows 2022 *aggregate* Stagecoach Capital Improvements projections at \$449,500.00. Staff will continue to further refine the Union Ditch Headgate project details and cost estimates. A budget amendment will be proposed at the September 22, 2022 Board meeting.

## **II. Summary:**

The Budget Comparison reports *2020 and 2021 final audit* actuals. It also includes current-year financials: budget, May 31, 2022, actuals and annual projections. Operating Revenues and Expenses are projected to be within 1% of budget. A Capital Improvement amendment request is expected to be submitted to the Board in September 2022. Ending Fund Balance is projected within 1% of budget.

**III. Staff Recommendation:** Accept report.

**IV. Legal Issues:** None

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

### **Attachments:**

Attachment 1: Budget Comparison Report.

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2022 BUDGET COMPARISON REPORT, AS OF MAY 31, 2022

	2020 ACTUALS	2021 ACTUALS	2022 BUDGET	2022 ACTUALS	2022 PROJECTIONS
	audited	audited	Amended March 16, 2022	May 31, 2022	May 31, 2022
<b>Fund Opening Balance including Encumbered Funds</b>	16,012,911	17,536,141	18,778,813	18,778,813	18,778,813
<b>Encumbered Funds</b>	6,212,424	5,875,302	6,133,474	6,131,074	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	89,571	89,571
<b>Capital Projects Development Fund</b>	9,800,487	11,660,839	12,645,339	12,647,739	12,647,739
<b>Revenues</b>					
<b>Facilities</b>					
<b>Stagecoach Reservoir</b>					
Power Sales	162,432	58,824	193,000	40,234	83,000
Water Sales	162,197	228,487	189,190	7,800	202,762
<b>Yamcolo Reservoir</b>					
Water Sales	167,913	139,374	169,025		134,626
<b>Stillwater Ditch &amp; Reservoir Company</b>	11,556	10,582	8,850		8,961
Elk River Augmentation Water Sales		1,668	476	600	716
Property taxes	2,644,690	2,719,734	2,715,657	2,240,388	2,715,657
Interest earned	124,735	15,204	11,300	24,737	149,400
Other income	20,835			1,500	1,500
Pass through income	72,761	63,728		1,500	1,500
<b>revenues</b>	<b>3,367,118</b>	<b>3,237,601</b>	<b>3,287,499</b>	<b>2,316,759</b>	<b>3,298,121</b>
<b>Expenditures</b>					
<b>Operating</b>					
<b>Facilities</b>					
Stagecoach Reservoir	409,709	435,389	643,533	212,000	643,222
Yamcolo Reservoir	116,440	131,307	154,277	50,816	154,135
Stillwater Ditch & Reservoir Company	40,707	30,100	59,209	11,990	59,172
Administration	262,197	294,343	344,750	131,636	344,551
Board of Directors	125,671	52,669	117,913	28,748	117,896
External Affairs	106,310	102,876	125,482	47,684	125,408
Finance	103,206	105,482	147,310	54,629	147,162
Legal	157,532	107,172	157,641	54,210	157,605
Planning	53,869	83,816	283,571	66,697	283,534
Grants, Scholarships & Public Information	133,030	202,455	408,039	101,346	408,014
Treasurer fees	80,543	82,564	81,470	68,945	81,470
Pass through expenses	84,681	56,629		4,300	1,500
<b>Subtotal Operating</b>	<b>1,673,894</b>	<b>1,684,802</b>	<b>2,523,194</b>	<b>832,998</b>	<b>2,523,669</b>
<b>Capital</b>					
Stagecoach Reservoir	59,361	198,921	297,500	11,201	449,500
Yamcolo Reservoir	38,276	56,411	130,000	12,921	130,000
Stillwater Ditch & Reservoir Company	72,357	54,795	115,000	5,878	115,000
Office Space					
<b>Subtotal Capital</b>	<b>169,994</b>	<b>310,127</b>	<b>542,500</b>	<b>30,000</b>	<b>694,500</b>
<b>expenditures</b>	<b>1,843,888</b>	<b>1,994,929</b>	<b>3,065,694</b>	<b>862,998</b>	<b>3,218,169</b>
<b>net income (loss)</b>	<b>1,523,230</b>	<b>1,242,672</b>	<b>221,805</b>	<b>1,453,761</b>	<b>79,952</b>
<b>Ending Fund Balance</b>	<b>17,536,141</b>	<b>18,778,813</b>	<b>19,000,618</b>	<b>20,232,574</b>	<b>18,858,765</b>

**CONSENT AGENDA**

**FINANCIAL REPORTS:  
UYWCD LOCAL DEPOSITS ACTIVITY UPDATE**

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## BOARD COMMUNICATION FORM

**From:** Karina Craig, Chief Accountant.

**Date:** July 20, 2022

**Item:** Upper Yampa Water Conservancy District Certificates of Deposit and Mountain Valley Bank Checking Account.

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

---

### I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District's (the District) liquid assets are currently deposited in a portfolio of Certificates of Deposit (CDs) at local banking institutions and at a Governmental Investment Pool Fund, administered by Colotrust, in accordance with Colorado statutory requirements for the investment of public funds.

On May 18, 2022 the District Board approved certain adjustments to the District's CD portfolio and transactional accounts, resulting in increased FDIC insurance coverage to the District's deposits, larger capability to capture improving deposit yields and added support to local banking institutions. The attached Flow Chart provides an update on the progress of individual tasks as of June 30, 2022. Individual tasks planned for the current year are indicated on the chart as either complete or progressing as scheduled.

The District performs day to day banking operations of payments and deposits with local banking institution Mountain Valley Bank, where it currently holds a CD and a single transactional account: a Public Funds Business Plus Checking account.

The Colorado Government Finance Officers Association (CGFOA) provides certain recommendations to local governments for fraud prevention and increased transactional security. CGFOA recommendations include preference of electronic over paper check payments and the utilization of two transactional accounts in daily banking. The first transactional account is to be used for payments via paper checks or through third party online portals. The second transactional account is to issue most electronic payments and to hold a larger fund balance.

The routing and account number of the first account are known to individual payees who receive paper checks by mail or when account identifiers are entered in select online payment portals. In contrast, the identifiers of the second account remain confidential and unavailable to anyone outside the District. This account separation provides a higher level of security.



District staff proposes a second Public Funds Business Plus Checking account be opened with Mountain Valley Bank to adhere to CGFOA's proposed increased security measures and common use best practices. The corresponding Resolution is attached.

**III. Staff Recommendation:** Approve attached resolution as proposed.

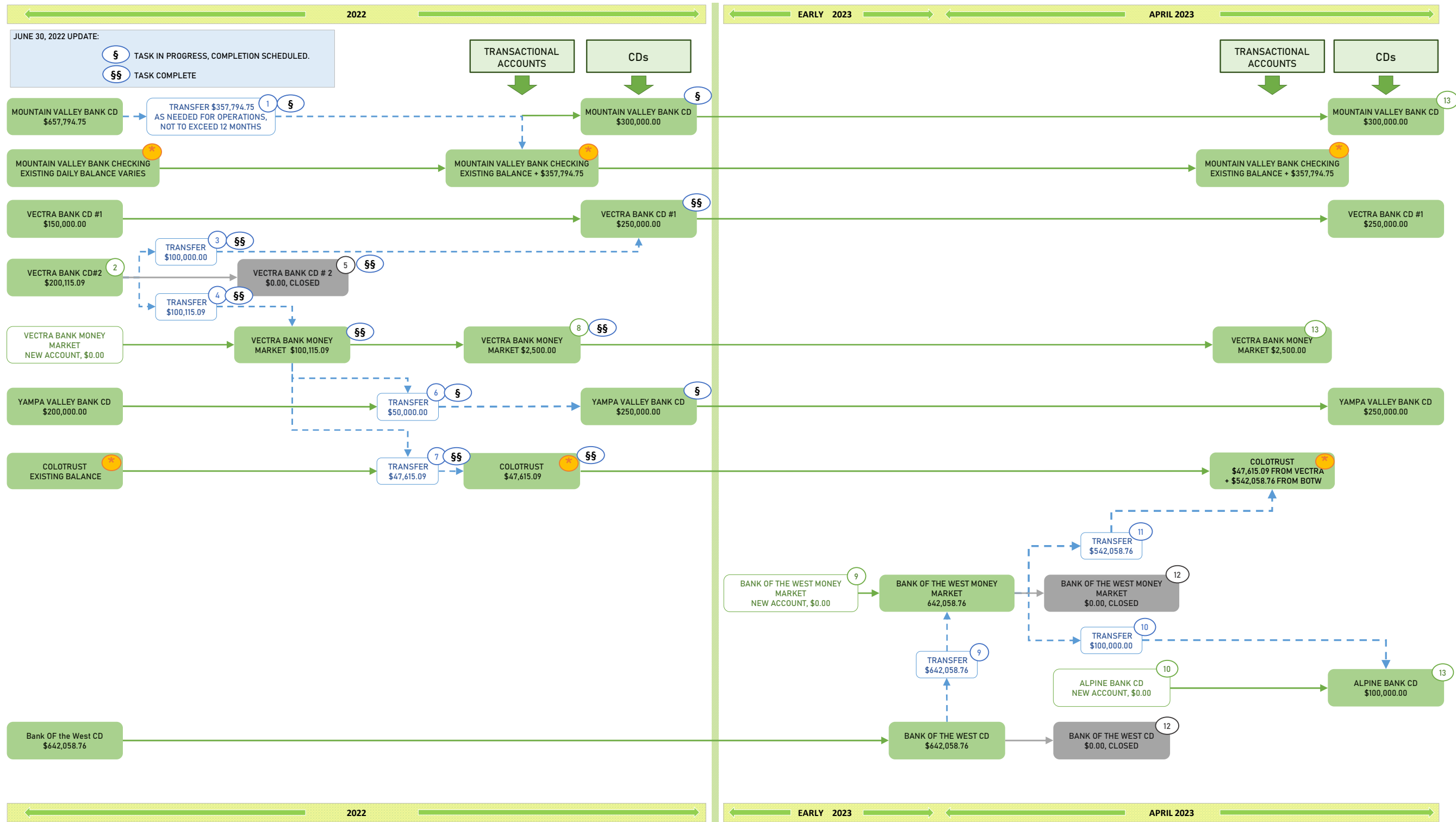
**IV. Legal Issues:**

UYWCD staff recommendation is in compliance with UYWCD Bylaws section 5.d: "The General Manager as Treasurer shall be the custodian of the funds of the UYWCD and shall deposit those funds in a bank, or banks, as authorized by the Board."

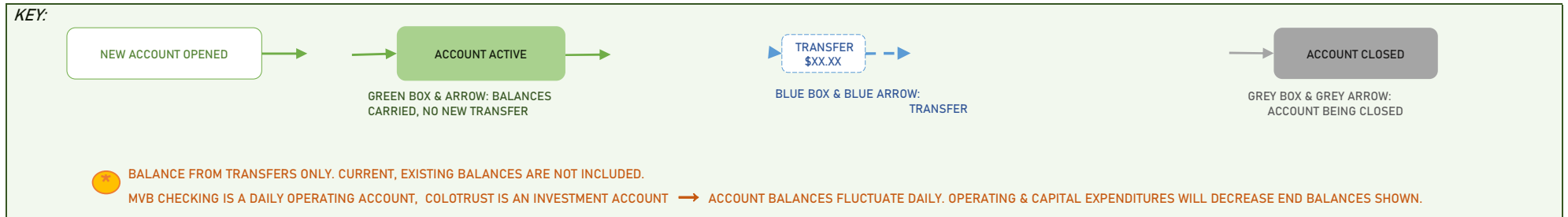
**V. Consistency with Board Goals and Policies:** UYWCD By-Laws and SP Objective 3.

**Attachments:**

Attachment 1: Resolution No. 2022-4; Resolution Authorizing Certain Bank Accounts and Setting Forth Matters Pertaining Thereto



<b>OPENING BALANCES</b>
CDs, \$1,849,968.60
TRANSACTIONAL ACCOUNTS, \$0.00
<b>TOTAL: 1,849,968.60</b>



<b>END BALANCES</b>
CDs, \$900,000
TRANSACTIONAL ACCOUNTS, \$949,968
<b>TOTAL: 1,849,968</b>

**RESOLUTION NO. 2022-4**

**A RESOLUTION AUTHORIZING  
CERTAIN BANK ACCOUNTS AND SETTING  
FORTH MATTERS PERTAINING THERETO**

WHEREAS, the Board of Directors ("Board") of the Upper Yampa Water Conservancy District ("District ") desires to authorize and establish certain accounts in Mountain Valley Bank (the "Bank") as more particularly set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT THAT:**

1. The General Manager and Secretary/Treasurer of the District, Andy Rossi, is authorized to open the following accounts at the Bank in the name of the District:

- (a) Public Funds Business Plus Checking account;

The General Manger is authorized to endorse checks and orders for the payment of monies and otherwise withdraw or transfer funds on deposit in any such accounts in amounts less than \$10,000. Any check, withdrawal or transfer in an amount of \$10,000 or more shall also require the signature of either Doug Monger, President of the Board or Webster Jones, Vice president of the Board.

2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Bank. Any revocation, modification re replacement of this resolution must be accompanied by documentation satisfactory to the Bank, establishing the authority for the changes.

3. The signature Board President below on this resolution is conclusive evidence of his authority to act on behalf of the District.

4. All transactions, if any, with respect to any deposits and withdrawals by or on behalf of the District with the Bank prior to the adoption of this resolution are hereby ratified, approved and confirmed.

Dated this 20 day of July 2022.

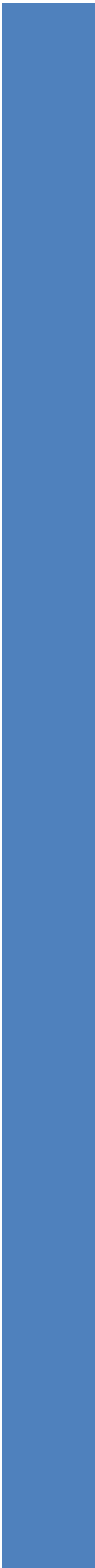
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Doug Monger, President of the Board

ATTEST:

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Andy Rossi, General Manager and Secretary of the Board





## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 7/12/2022

**Item:** Yampatika Water Education Update

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### **I. Request/Issue and Background Information:**

In November 2019, the UYWCD board of directors approved a \$15,000 grant to help fund a K-12 Water Education program through Yampatika. The grant was disbursed in \$5,000 increments for three years. The Yampa/White/Green Basin Roundtable was the primary funding source for the program, providing \$100,000 also disbursed over three years.

Despite the challenges presented with COVID-19 and remote learning, Yampatika has successfully connected with students in Routt, Moffatt, and Rio Blanco counties. UYWCD has expanded youth education and engagement significantly through this program.

### **II. Summary and Alternatives:**

Yampatika staff will provide a summary of their water education efforts over the past three years.

### **III. Staff Recommendation:**

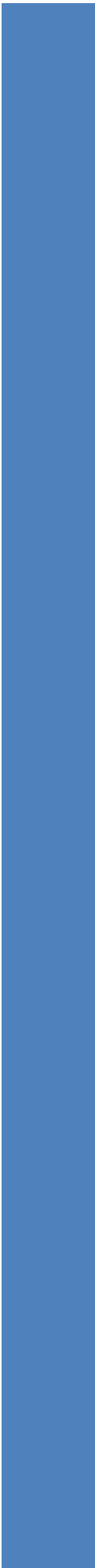
n/a

### **IV. Legal Issues:**

n/a

### **V. Consistency with Board Goals and Policies:**

Goal 5 and 8





## BOARD COMMUNICATION FORM

**From:** Andy Rossi, General Manager

**Date:** 07/12/22

**Item:** Colorado State Water Plan 2023 Draft

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### I. Request/Issue and Background Information:

The first Colorado Water Plan was released in 2015 at the direction of then-Governor John Hickenlooper to serve as the state's framework for solutions to the state's water challenges ([download original 2015 Water Plan](#)). The Water Plan is a grassroots effort and relies on the Colorado water community to identify and implement basin-specific and/or statewide water projects that provide multiple benefits to the state's diverse water users. The Colorado Water Conservation Board (CWCB) creates and manages the Plan's framework and supports the state's water community with funding and technical resources to implement programs and projects.

### II. Summary and Alternatives:

The next, updated version of the Colorado Water Plan is currently in the development process, set for final release in early 2023. This process included a robust stakeholder engagement process in a [scoping phase](#) to consider feedback and concerns with the original plan, followed by an initial drafting phase. The draft version is currently out for a **90-day public comment period from June 30 - September 30, 2022. Public comments can be submitted through [engagewcb.org](#).**

The 2023 Water Plan vision is focused into four major action areas: Vibrant Communities, Robust Agriculture, Thriving Watersheds, and Resilient Planning.

The CWCB would like to share information about this update and the associated public comment period (June 30 - September 30) with the Upper Yampa Water Conservancy District (UYWCD). The CWCB would also like to get input from the UYWCD on any topics you want to make sure water leaders are aware of.

Nora Flynn of the CWCB will join the UYWCD for a discussion about the 2023 Water Plan Update.





**III. Staff Recommendation:**

NA

**IV. Legal Issues:**

NA

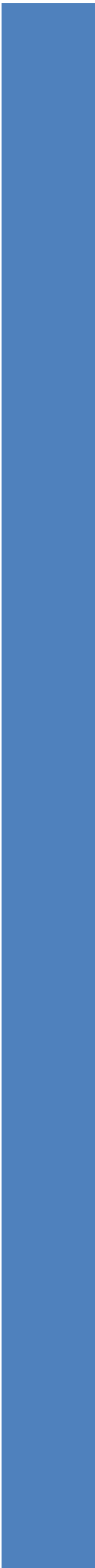
**V. Consistency with Board Goals and Policies:**

UYWCD SP Objective 5

**REPORT OF GENERAL MANAGER**

**UYWCD WATER CONTRACT:  
AUGMENTATION PLAN CONTRACT & DOCUMENT  
UPDATES**

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## BOARD COMMUNICATION FORM

**From:** Andy Rossi, General Manager

**Date:** 07/11/21

**Item:** Yampa and Elk River Augmentation Plans Service Contracts Update

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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### **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		Assignments	New Contracts						
Contract ID	Contractor	Reservoir Source	Yampa River Service Area	Contract Volume (AF)	Application Type	Augmented Use	Contract Start Year	Contract End Year	Contract Assign Date
A1-001	Brady Glauthier & Bridget Hiles	Stagecoach	A-1	1.2	Small	Domestic, irrigation	2022	2062	5/2/2022
A1-002	Steve & Monica Alm	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	6/1/2022
A1-003	Susan & Bradley Smith	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	6/2/2022
A1-004	Brett & Tera Luedde	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	6/3/2022
A1-005	David Kulberg	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	5/27/2022
A1-006	Carrie Easton	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	
A1-007	John & Susan Knill	Stagecoach	A-1	1.0	Small	Domestic, irrigation	2022	2062	
A1-008-Pend	Mark & Lindsay Stepp	Stagecoach	A-1	1.3	Small	Domestic, Irrigation, Recreation	2022	2062	
A2-001	Gayle Dudley	Stagecoach	A-2	2.2	Small	Recreation	2011	2051	
A2-002	Walton Creek, LLC	Stagecoach	A-2	1.2	Small	Domestic, Irrigation, Recreation	2012	2052	
A2-003	Amethyst Ranch, LLC No. 1	Stagecoach	A-2	0.4	Small Commercial	Commercial	2012	2052	
A2-004	Rostermund, Elizabeth	Stagecoach	A-2	0.4	Small	Irrigation	2015	2055	
A2-005	Amethyst Ranch, LLC No. 2	Stagecoach	A-2	0.8	Small Commercial	Commercial, Domestic, Irrigation	2014	2054	
A2-006	Yampa Realty Holdings, LLC	Stagecoach	A-2	17.3	Small	Domestic, Irrigation, Recreation	2017	2057	
A2-008	STARS	Stagecoach	A-2	1.2	Small Commercial	Irrigation, Livestock, Commercial, Recreation	2018	2058	
A2-011	Robert Broadnax	Stagecoach	A-2	3.0	Small	Domestic, Recreation. Livestock	2021	2061	
A2-012	Paul & Susan Hubbell	Stagecoach	A-2	0.1	Small	Domestic, Irrigation	2021	2061	
A2-013	Douglas Snyder Trust	Stagecoach	A-2	3.6	Small	Recreation, Livestock	2021	2061	
A2-014	City of Steamboat Springs (Lufkin Well)	Stagecoach	A-2	0.2	Small Commercial	Commercial	2021	2061	
A2-015	Benjamin & Kristin Head	Stagecoach	A-2	2.2	Small	Domestic, irrigation, Recreation	2021	2061	
A2-016	Ferruginous LLC	Stagecoach	A-2	1.6	Small Commercial	Commercial, Domestic, Irrigation, Livestock	2021	2061	
A2-017	CG 17 LLC	Stagecoach	A-2	0.2	Small	Domestic, Irrigation, Livestock	2021	2061	
A3-001	Stone Yard LLC	Stagecoach	A-3	2.6	Small	Irrigation, Recreation	2015	2055	
A3-007	Berkey-Borden-Buku-Foundry	Stagecoach	A-3	1.7	Small Commercial	Commercial, Irrigation, Livestock, Fire Suppression	2016	2056	
A3-009	KTH Enterprises	Stagecoach	A-3	3.0	Small	Domestic	2020	2060	
A3-010	Whitehaven LLC	Stagecoach	A-3	0.5	Small	Domestic	2021	2061	
A3-011	Amy & John Asta	Stagecoach	A-3	0.5	Small	Domestic, Irrigation	2021	2061	
A3-012	Jenny Schmidt & Aaron Solomon	Stagecoach	A-3	0.1	Small	Domestic, Irrigation	2022	2062	
A4-001	Flanders Ranch, LLC	Stagecoach	A-4	2.0	Small	Domestic, Irrigation, Livestock	2021	2061	

Total Volume Stagecoach = 53.298 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 Start Year	Contract End Year	Contract Assign Date
E-A1-001	CCJG Ranch LLC	Steamboat Lake	A-1	2.2	Small	Recreation (pond)	2021	2061	
E-A1-002	John Klein	Steamboat Lake	A-1	0.1	Small	Domestic, Irrigation	2022	2062	

Total Volume STMBT Lake = 2.300 AF



## BOARD COMMUNICATION FORM

**From:** Deb Bastian, Bob Weiss

**Date:** 07/11/2022

**Item:** Approval of the changes to the Water Marketing Policy for the Yampa Basin Augmentation Plan & Elk River Augmentation Plan, Yampa River & Elk River Augmentation Contracts and the Stagecoach Reservoir Water Contract Pricing Matrix

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### I. Request/Issue and Background Information:

UYWCD staff and general counsel Bob Weiss recently performed a review of the Yampa Basin and Elk River Augmentation Plan documents. From this review process, we are proposing changes that are for clarification purposes and to align the decree, water marketing policy, and contract. All proposed changes are included on the attached documentation for your review. Below is a recap of the recommendations:

#### **Water Marketing Policy (Yampa Basin and Elk River):**

- Clarified the General Manager's authority to approve small applications and small commercial applications that do not exceed 10-acre feet per year.
- Provided a more specific definition of "Contract".
- Updated documents to use "Contractor" and "Application" consistently, correctly.
- Clarified "Required Meters" language to be consistent with Decree.
- Removed specific water pricing and fee amounts and will refer to **Appendix A** which will list all water pricing and fees in one document.
- Clarified Amendment language
- Added "The price is a **"take or pay"....**" language to the Yampa Basin Water Marketing Plan to be consistent with the Elk River Augmentation Plan.
- Updated minimum charge to reflect current District practice.
- Clarified Assignment process and Limitation on Sale
- As recommended by General Counsel, added "Certificate of Secretary" to confirm approval by the Board.



**Augmentation Contract (Yampa River and Elk River):**

- Corrected “Applicant” to “Contractor” throughout document
- Clarified Amendment language
- Clarified “Required Meters” language to be consistent with Water Marketing Policy & Decree
- Added “The price is a “take or pay”....” language to the Yampa River Contract to be consistent with the Elk River Contract.
- Clarified Assignment process

**Stagecoach Reservoir Water Contract Pricing Matrix:**

- Revised the Stagecoach Reservoir Water Contract Pricing Matrix to include the current application and assignment fees for all augmentation contracts.

**II. Summary and Alternatives:**

Please review the proposed changes outlined in the attached documents.

**III. Staff Recommendation:**

Staff recommends a motion to approve the proposed changes to the Water Marketing Policy for the Yampa Basin Augmentation Plan, Yampa River Augmentation Contract template, Water Marketing Policy for the Elk River, Elk River Augmentation Contract template and Stagecoach Reservoir Water Contract Pricing Matrix.

**IV. Legal Issues:**

All proposed changes were reviewed and edited by General Counsel Bob Weiss.

**V. Consistency with Board Goals and Policies:**

Goal 4.2

**Attachments:**

- Attachment 1: Proposed changes for Water Marketing Policy for Yampa Basin Augmentation Plan
- Attachment 2: Proposed changes for Yampa River Augmentation Contract
- Attachment 3: Proposed changes for Water Marketing Policy for Elk River Augmentation Plan
- Attachment 4: Proposed changes for Elk River Augmentation Contract
- Attachment 5: Proposed changes for Stagecoach Reservoir Water Contract Pricing Matrix



DRAFT

WATER MARKETING POLICY FOR THE YAMPA BASIN AUGMENTATION  
PLAN OF THE  
UPPER YAMPA WATER CONSERVANCY DISTRICT  
FOR AUGMENTATION PLAN SERVICE

ADOPTED ~~MAY 19, 2021~~ JULY 20, 2022

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## **1. PURPOSE OF MARKETING PROGRAM**

The Upper Yampa Water Conservancy District's ("District") 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 District also plans for and assists with the development of water resources of the District for municipal, domestic, industrial, recreational, and other beneficial uses of water resources within the District among other purposes. The District's water rights include rights to Stagecoach and Yamcolo reservoir water among others.

The District is authorized to appropriate water rights and initiate and implement plans for augmentation for the benefit of water users within the District's boundaries. Water is available to provide contracts to District constituents to augment their out-of-priority depletions pursuant to the Augmentation Decree of the District Court for Water Division No. 6, Case No. 06CW049, which is defined below. The District's Board of Directors has approved the marketing of such water and other District water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program described herein.

## **2. AUTHORITIES UNDER PROGRAM**

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 for 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.

b.c. The General Manager and General Counsel may make non-substantive changes to the Water Marketing Policy for the Yampa Basin Augmentation Plan and the Yampa River Augmentation Contract on a case-by-case basis.

## **3. DEFINITIONS**

**Page 2**

- a. "Area A": Areas described below and governed under this Water Marketing Policy; provided, that only the portions of Area A that are located within the District's boundaries may be served by the District.
- b. "Area B": Areas outside of Area A as described below.
- c. "Augmentation Decree": Decree entered in Case No. 06CW49, District Court, Water Division 6, on December 15, 2008, as such Decree may be amended.
- d. "Augmentation Plan" or "Plan for Augmentation": Means a detailed plan to increase the supply of water available for beneficial use as defined in C.R.S. § 37-92-103(9).
- e. "Contract": A water allotment contract issued by the ~~Upper Yampa Water Conservancy~~ District for delivery of water up to the annual amount specified in the Contract ("Contracted Water") consistent with this Water Marketing Policy for the Yampa Basin Augmentation Plan to the person(s) or legal entity(s) named in the Contract (the "Contractor(s)).
- f. "District": The Upper Yampa Water Conservancy District, a political subdivision of the State of Colorado, its Board of Directors, employees and agents.
- g. "Division Engineer": The engineer assigned to oversee the water matters for Water Division No. 6 as specified under C.R.S. § 37-92-202.
- h. Equivalent Residential Unit ("EQR"): Equal to 350 gallons per day.
- i. "Large Applications": A contract application to the District 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.
- j. "Large Commercial Applications": A contract application to the District 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 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.
- k. "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.

- l. “Small Commercial Applications”: A contract application to the District 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.
- m. 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.

**Page 4**

- 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 features.
- n. "Water Court": The District Court in and for Colorado Water Division No. 6 as defined in C.R.S. § 37-92-201.

**4. SOURCES AND SCOPE OF MARKETING PROGRAM**

- a. Sources of Water available for augmentation or exchange
  - i. "Stagecoach Reservoir Supply": Water delivered from Stagecoach Reservoir, for which storage water right decrees were obtained by the District in Case Nos. CA3538, W-414-72, W-946-76, W-1091-76, 94CW149, 95CW78, 97CW84, and 01CW41, District Court for Colorado Water Division No. 6, and for which additional storage water right decrees may be obtained in the future by the District, water available from the District's contractual right to water deliveries, and other water sources available to the District for use in its Water Marketing Program.
  - ii. "Yamcolo Reservoir Supply": Water delivered from Yamcolo Reservoir, for which storage water right decrees were obtained by the District in Case Nos. W-946-76, 82CW211, 01CW41, and 03CW58, District Court for Colorado Water Division No. 6, and for which additional storage water right decrees may be obtained in the future by the District, water available from the District's contractual right to water deliveries, and other water sources available to the District for use in its Water Marketing Program.

**b. Volumetric Description**

The total maximum amount of augmentation or exchange water involved in and committed to the District in this plan for augmentation is 2,000 acre feet or such lesser amount available pursuant to retained jurisdiction or future board direction. The amount needed by any individual Contractor will depend on the nature and amount of its uses and, in some situations, the location of its diversions and return flows in relation to senior diversions.

**c. Geographic Area**

Area A is a region within the Yampa River basin upstream from the confluence of the Yampa River and Elkhead Creek where use of the water rights in the Augmentation Decree can fully augment structures developed

by District Contract ~~tees~~ **Contractors**. **Exhibit A**. All areas outside of the below described areas are referred to as Area B. The augmentation plan allows direct augmentation on the Yampa Mainstem and exchange augmentation on the Yampa Tributaries. The amounts of water available for exchange have been allocated among the sub areas within District Area A as described below. The exchange amounts represent consumptive use amounts associated with diversions by District ~~Contractees~~ **Contractors** within the respective sub-Area A.

- i. Area A-1: Includes all areas tributary to the Upper Yampa River above Stagecoach Reservoir dam to an upstream terminus located where the Bear River crosses the Medicine Bow-Routt National Forest Boundary which is a distance of approximately 21 miles. The boundaries of Area A-1 are depicted on the map that is attached hereto as **Exhibit A-1**. The total amount of augmentation water available for Area A-1 is 920 acre feet. Total diversions associated with this Area A-1 are limited to 12.8 c.f.s. The rate of exchange within Area A-1 is 3.5 c.f.s. for the entire area A-1 and not to exceed 1.0 c.f.s. within any one of the eleven major tributaries: (1) Middle Creek, (2) Raspberry Creek, (3) Whipple Creek, (4) Lawson Creek, (5), Bear River, (6) Watson Creek, (7) Meadowbrook Creek, (8) Little White Snake Creek, (9) Jack Creek, (10) Martin Creek, and (11) Little Morrison Creek (service within Little Morrison Creek currently is unavailable pending development of an additional augmentation source).
- ii. Area A-2: Includes all areas tributary to the Yampa River between Stagecoach Reservoir Dam and the downstream terminus at the “D-Hole” RICD Structure within the City of Steamboat Springs, which is immediately below the confluence of the Yampa River with Soda Creek. This area covers a distance along the river of approximately 23 miles. The boundaries of Area A-2 are depicted on the map that is attached hereto as **Exhibit A-2**. The total amount of augmentation water available for Area A-2 is 800 acre feet. Total diversions associated with this Area A-2 are limited to 11.1 c.f.s. The rate of exchange within Area A-2 is 3.0 c.f.s. for the entire area A-2, and not to exceed 0.75 c.f.s. within any one of the nine major tributaries listed below. This amount does not include the amount of exchange for Area A-1, which is upstream of and tributary to, Area A-2. The tributaries are: (1) Morrison Creek, (2) McKinnis Creek, (3) Walton Creek, (4) Butcherknife Creek, (5) Soda Creek, (6) Agate Creek, (7) Oak Creek, (9) Grouse Creek, and (10) Dry Creek.
- iii. Area A-3: Includes all areas tributary to the Yampa River between the “D-Hole” RICD Structure within the City of Steamboat Springs and the confluence of the Yampa River with Trout Creek, including Trout Creek, but excluding the Elk River watershed. This area covers a distance along

the river of approximately 12 miles. The boundaries of Area A-3 are depicted on the map that is attached hereto as **Exhibit A-3**. The total amount of augmentation water available for Area A-3 is 120 acre feet. The rate of exchange within Area A-3 is 0.5 c.f.s. for the entire area A-3 and not to exceed 0.25 c.f.s. within any one of the three major tributaries listed below. The total diversions associated with Area A-3 are limited to 1.7 c.f.s. This amount does not include the amount of exchange for Area A-1 or A-2, both of which is upstream of and tributary to, Area A-3. The tributaries are: (1) Trout Creek, (2) Cow Creek, and (3) Slate Creek.

- iv. Area A-4: Includes all areas tributary to the Yampa River between the confluence of the Yampa River with Trout Creek and its confluence with Elkhead Creek, but excluding Elkhead Creek. This area covers a distance along the river of approximately 34 miles. The boundaries of Area A-4 are depicted on the map that is attached hereto as **Exhibit A-4**. The total amount of augmentation water available for Area A-4 is 160 acre feet. The rate of exchange within Area A-4 is 0.6 c.f.s. for the entire area A-4 and not to exceed 0.3 c.f.s. within any one of the twelve tributaries listed below. The total diversions associated with Area A-4 are limited to 2.4 c.f.s. This amount does not include the amount of exchange for Area A-1, A-2, or A-3, all of which are upstream of and tributary to, Area A-4. The tributaries are: (1) Coal Bank Gulch, (2) Morgan Creek, (3) Goose Creek, (4) Wolf Creek, (5), Butcherknife Gulch, (6) Tow Creek, (7) Cheney Creek, (8) Coal View Gulch, (9) Grassy Creek, (10) Sage Creek, (11) Dry Creek, and (12) Smuin Gulch.

## **5. CONTRACTING PROCESS AND TERMS**

### **a. Application Process**

- i. Written Application: Prospective ~~Contractees~~ Applicants for Contracts shall make written application to the District on forms prepared by District staff and approved by the General Manager and General Counsel. Such completed application forms shall be accompanied by the Applicant's non-reimbursable payment to the District of the application fee for processing of the application for approval. Application fees for ~~contract~~ Contract applications that are denied by the District or the Division Engineer shall not be refunded.
- ii. Served Property: Applicant must use the water allotted pursuant to its Contract for beneficial purposes by diversion at Applicant's point of diversion under the District's direct flow water rights and/or for use by augmentation or exchange. Applicant must use the water allotted by the District within or through facilities or upon lands owned, operated, or served by Applicant which are described in the ~~Contract~~ Application.



Applicant shall provide proof of ownership of, or legal right to use, the property and facilities to be served by the Contract. All lands, facilities, and areas served by the Contracted Water shall be situated within the boundaries of the District. Unless ~~waived in writing otherwise agreed~~ by the General Manager, the Application shall include both a legal description suitable for recordation in the real property records and accurate and legible map of the actual location of use, ~~if that location is part of a larger undivided property owned or controlled by the Applicant.~~

- iii. Verification of Need: The application process shall include a description by the Applicant of the nature of its water service, its places of use, its available water rights and supplies, and need for Contracted Water. The need of the Applicant for program water in the quantity requested shall be verified by the General Manager, in consultation with the General Counsel as necessary. If the General Manager determines that all or any portion of a Water Contract request is not based upon legitimate need, the General Manager shall report that finding to the District Board, which shall make the final decision, and the Board will allow the Applicant to present written information in support of its claimed need. The Board's decision on such matters shall be final.
- iv. Review by Division Engineer: Any Large Application or Large Commercial Application as such terms are defined in the Augmentation Decree submitted to the District will be submitted to and may be reviewed by the Division Engineer. The Applicant for such applications shall be responsible for providing the information required in Paragraph 9(H)(3)(ii) of the Augmentation Decree to the extent applicable. These Applications will also be provided to the Opposers listed in Paragraph 9(H)(8) of the Augmentation Decree for informational purposes only. The Opposers may communicate specific concerns to the District, the Division Engineer, or both. The Division Engineer shall review the Application to determine whether any existing water right will be injured, or whether the calculated amount of depletions is reasonable, or whether the site-specific conditions described in any lagged depletion analysis is reasonable. The Division Engineer has sixty (60) days to provide written specific objections to the District. If no objections are made within said 60-day period, the District may issue a ~~Water~~ Contract. If the Division Engineer, within the 60-day period, provides written objection to the approval of such large-application, the District must deny such application.
- v. Review of Applications within Catamount Metropolitan District: Pursuant to paragraph 9.H.(7) of the Augmentation Decree, applications for a water allotment contract for a structure located within the boundary of the Catamount Metropolitan District (Catamount) shall be provided to

Catamount for review. Catamount has thirty (30) days to provide written specific objections to the District. If no objections are made within said 30-day period, the District may issue a ~~Water~~ Contract. If Catamount, within the 30-day period, provides written objection to the approval of such application, the District must deny such application.

- vi. Review of Small Applications on Oak Creek and Walton Creek: Pursuant to paragraph 9.H.(8)(ii) of the Augmentation Decree, applications for Small Applications on Oak Creek and Walton Creek are to be provided to the Sidney Peak Ranch owners Association and Steamboat Alpine Development, LLC, respectively, who shall have thirty (30) days to provide written and specific objections to the District. The District has no duty to accept, agree with, or act upon such objection from either party.
  - vii. Contract Execution: The Applicant ~~for a Water Supply Contract~~ shall have sixty (60) days after mailing or electronically transmitting the final Contract documents to them in which to execute the final Contract and deliver the executed originals to the District's offices. If such execution and delivery are not accomplished in that time, the Applicant shall be deemed to have rejected the District's offer to contract.
- b. Quantities
- i. Minimum: The minimum amounts of water that may be contracted pursuant to this Policy shall be 0.1-acre feet annually. Quantity will not be pro-rated based on non-use in any part of the project year.
  - ii. Maximum: The maximum amount of water that may be contracted for the benefit of any single property on a case-by-case basis shall be 10-acre feet without prior Board approval.
  - iii. Water Contracts shall be rounded off in one-tenth acre foot units.
  - iv. Changes per Division Engineer's Office (DEO) review or retained jurisdiction: The District reserves the right to change quantities in a ~~Water~~ Contract per orders from the Division Engineer or Water Court as allowed under the Augmentation Decree.
- c. Deliveries
- i. Project Year: The basis for calculating payment and delivery obligations shall be "Project Year" or multiples thereof, which shall be the period from April in one year through March in the succeeding year.

d. Charges and Fees

i. Application Fees:

(1) The Board shall determine application fees annually.

(2) The application fee for a Water Supply Contract shall be determined annually by the Board for each application type. An application will not be processed until the appropriate application fee has been received. ~~Initial fees shall be as follows: See Appendix A for current application fees.~~

~~(a) Small Commercial Application: \$600~~

~~(b) Large Commercial Application: \$2,000~~

~~(c) Large Application: \$2,000~~

~~(d) Small Application: \$600~~

~~(3) The General Manager will impose a fee of \$600 for contract assignments fee. See Appendix A for current assignment fee.~~

~~(4)(3) Requests for contract amendments must may initiate require a new application process and payment of associated Application fees, except that General Manager may authorize amendments to correct errors and make other non-material revisions to a Contract which would not have the Application submitted for such Contract, as amended, subject to any notice provision of paragraph 5 above. See Appendix A for current amendment fee as indicated above.~~

ii. Rates for Classes of Users: The price for each type of water shall be reviewed and set annually by the Board of Directors. Any approved Contract is subject to change in price as annually determined by the District. ~~The price is a "take or pay" price and is payable with respect to the maximum allotted contracted amount allotted to the userContractor, whether or not in any year such userContractor in fact takes and uses all of the eContracted Wwater. The initial approved pricing for the current Project Year is as follows: See Appendix A for water supply pricing.~~

<b>Supply Pricing</b>	
Large Commercial Applications	\$195 per AF/year
Small Commercial Applications	\$195 per AF/year

Large Applications	\$165 per AF/year
Small Applications	\$165 per AF/year

- iii. Minimum Charges: The minimum annual contract charge will be \$200 for 1.0 acre feet. See Appendix A for current water supply pricing.
  - iv. O&M Assessments: Contractor shall pay any special assessment levied by the District on Contractor to recoup expenses from extraordinary maintenance incurred by the District.
  - v. The current version of the Appendix A Stagecoach Water Pricing matrix shall be annually substituted for the prior year when adopted by the Board.
- e. Required Meters
- Applicant-Contractor agrees to provide, at its own expense, a continuous flow recording device with remote readout~~totalizing flow meter~~, or other device as required by the ~~District Augmentation Contract and to be in compliance with the Division of Water Resources (DWR) measurement standards~~, to continuously and accurately measure at all times all water diverted pursuant to the terms of ~~Applicant's-Contractor's~~ water right and the terms of ~~this the~~ Contract. On or before November 5 of each year, or more frequently if required by the Division Engineer, Applicant-Contractor will provide accurate readings from such continuous flow recording device~~or meter~~ (recorded on a monthly basis for the period November 1 through October ~~30~~ 31 of each year) to the District~~, the Division Engineer and Water Commissioner~~. Applicant-Contractor acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's Contractor's diversion of water by the State of Colorado Division of Water Resources.
- f. Use Reporting
- i. Commencement of Service: Service will commence upon execution of the ~~Water~~ Contract, payment of applicable fees, and approval as may be required under the Augmentation Decree by the Division Engineer or Water Court. Contractor must record water use at commencement of service.
  - ii. Periodic Reporting per District Requirements: Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on forms acceptable to the District specifically for the purpose of enabling the District to prove the use of project water rights and to administer and operate the project and water right decrees and/or administrative

approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to the District promptly upon request and shall assist the District as it may reasonably request in presenting and/or verifying such evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.

- iii. District Right to Enter and Verify: Applicant-Contractor acknowledges that District representatives or agents have the right to enter upon property that Applicant-Contractor represented in the Application for which the Contracted Water is to be used. The District may verify water use in conformance with the Water-Contract and Policy, including, but not limited to amounts, locations used, types of use, and accuracy of flow meters.

g. Well Permit

If Applicant-Contractor intends to divert through a well, then Applicant Contractor must provide to District a copy of Applicant's-Contractor's valid well permit before the District is obligated to deliver any water hereunder, and it is the Applicant's-Contractor's continuous duty to maintain a valid well permit. Applicant-Contractor shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources pursuant to C.R.S. §37-90-137. The Applicant-Contractor must comply with any other statutory or regulatory requirements for issuance of well permits to be augmented pursuant to this plan, including the 600-foot spacing requirement of C.R.S. § 37-90-137(2)(b), if applicable. Compliance with said statutory well-spacing criteria shall be an express condition of the extension of service hereunder, and the District shall in no way be liable for an Applicant's-Contractor's failure to comply. Applicant Contractor agrees to mark the well in a conspicuous place with the permit number.

h. Noncompliance

- i. Report to DEO Division Engineer: Breach of the Contract by the Contractor will result in the District reporting the noncompliance to the District-Division Engineer.
- ii. Curtail releases: The District may withhold deliveries of Contracted Water in the event of Contractor's nonpayment for Contracted Water or any other breach of the Contract by Contractor. Such remedies shall not be the exclusive remedies in the event of such a breach.

i. Assignment

- i. The water ~~right~~ allotted under any ~~Water~~ Contract shall be beneficially used for the purposes and in the manner specified in the Application and the Contract. The ~~Water~~ Contract is for the exclusive benefit of the ~~Applicant's Contractor's~~ property as specified in the Contract and shall inure to the benefit of any successor in interest to the fee title to said property upon written assignment and notice thereof to the District, and subject to proof of eligibility as provided in the compliance with this District's Water Marketing Policy for the Yampa Basin Augmentation Plan and the Contract terms, said assignment to be made using the District's approved form as modified with the approval of the General Manager. The restrictions on assignment contained herein shall not preclude the District from holding the ~~Applicant Contractor~~, or any successor of the ~~Applicant Contractor~~, responsible for the performance of all or any part of the ~~Applicant's Contractor's~~ covenants and agreements contained in the ~~Contract~~. For purposes of this Contract, any change in the ownership of the property served by the Contracted Water as specified in the application and/or the Contract shall constitute an assignment requiring execution of an instrument of assignment on the District's approved form, as modified with the approval of the General Manager, notice to the District and payment of the assignment fee.
- ii. The Board shall determine assignment fees annually. The initial fee for a contract assignment shall be \$600. See Appendix A for current assignment fee.

j. Limitation on Sale

~~Applicant Contractor~~ may not assign, sublet, sell, donate, loan or otherwise dispose of any of its rights to a ~~Water~~ Contract or Contracted Water separate from the property that it serves as specified in the Contract without prior written notice to, and the written approval (except as otherwise provided in paragraph 4.-5. i. i. (i) above) of the District as provided in the Contract. The District will approve such disposition in all instances where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the District to be served with the Contracted Water. Any disposition of an ~~Applicant's Contractor's~~ rights to a Contract or Contracted Water must be by written instrument signed by the District. As provided above, a fee will be imposed for each contract assignment.

k. Form of Contract, Term and Renewal

Contracts shall be made in the form approved by the Board, as the same may be revised from time to time in the discretion of the Board. The form of contract approved as of the date of this Policy is attached at **Exhibit B**. The term of such contracts shall be for 40 years commencing on January 1<sup>st</sup> of the year in which such contract is executed.

## **6. DELIVERY CONTINGENCIES AND SHORTAGE CRITERIA**

### a. Shortages

Delivery of water is subject to limitations of the hydrological assumptions in **Appendix B** for Contractor's use of water, availability of water under the Augmentation Decree including limitations on exchanges, and the provision for curtailment below. In the event that the District is unable, because of either legal or physical reasons (including but not limited to, hydrologic shortages and operational restrictions), to deliver any or all of the full amount of water contracted from the District, the District reserves the right to apportion the available water among its several contractors. If the District is to apportion the available water among its contractors as provided herein, the District shall notify the respective Contractors in writing of such fact by August 1<sup>st</sup> of that year. Water shortages among the District's Contractors shall be apportioned in the following sequence:

- i. Irrigation contracts are pro-rata shorted up to 100%.
- ii. Large and Small Commercial contracts and Industrial contracts are then pro-rata shorted up to 100%.
- iii. All remaining contracts then are shorted as necessary on a pro-rata basis.

Replacement of depletions using the decreed appropriative exchanges shall require that said exchange(s) be in priority and have water physically and legally available in the exchange reach(es) from the exchanged from point to the exchanged-to point(s) in the amount(s) to be exchanged. Out-of-priority diversions not meeting this requirement shall be subject to curtailment.

### ~~b. Tri-State Right of First Refusal~~

~~If additional storage water in Stagecoach Reservoir is allocated for industrial use, Tri-State Generation and Transmission Association, Inc. may have the first right to purchase such additional storage water on the same terms and conditions as would be offered by the District to any other industrial user. The District shall give Tri-State written notice of the availability of such additional water and the terms and conditions so offered, and Tri-State shall elect within~~

~~thirty days after receipt of such notice whether to purchase the additional right.~~

## **7. HYDROLOGY ASSUMPTIONS**

The District plans to utilize its direct flow and storage water rights appurtenant to Stagecoach and Yamcolo Reservoirs as the source of augmentation supply. The two reservoirs are located in the Upper Yampa River basin. The District has based its marketable yield for firm contracts on providing full delivery of 2000 acre feet per year on a model using data from 1988 to September 2005 Stagecoach operations, making some assumptions on how the reservoir will recover from drought conditions. Additional capacity is available in Yamcolo which provides operational flexibility to the District.

Resource Engineering Inc. completed a Report providing background information for this augmentation program including capacity of Stagecoach and Yamcolo Reservoirs to meet the 2000 acre foot augmentation demand. *Water Resources Report – Case No. 06CW049 – Upper Yampa Water Conservancy District* (February 29, 2008). The Report also included assumptions for calculating water requirements for the domestic in-house use, commercial use, irrigation use, surface evaporation, and livestock water use. The assumptions determined by this Report shall be used in any computation of water requirement by the Applicant or the District. The Report can be found in **Appendix B**.

### CERTIFICATE OF SECRETARY

I hereby certify that the foregoing Water Marketing Policy for the Yampa Basin Augmentation Plan of the Upper Yampa Water Conservancy District for Augmentation Plan Service (Yampa Basin Augmentation Plan) dated July 20, 2022 was approved by the Board of Directors of the Upper Yampa Water Conservancy District effective as of July 20, 2022 and shall supersede and replace in their entirety all versions of this Water Marketing Policy for the Yampa River previously approved for the Yampa Basin Augmentation Plan.

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

Andy Rossi, General Manager and Secretary/Treasurer



**AUGMENTATION CONTRACT No. \_\_\_\_\_**  
**UPPER YAMPA WATER CONSERVANCY DISTRICT**  
**YAMPA RIVER SUPPLY**

\_\_\_\_\_ (hereinafter "Applicant Contractor") has applied to the Upper Yampa Water Conservancy District (hereinafter the "District") a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of Section 37-45-101, Colorado Revised Statutes, *et seq.*, for an augmentation contract for use of water supplies owned, leased, or hereafter acquired by the District. By execution of this Contract, Applicant Contractor and District agree to the following terms and conditions.

**1. AUGMENTATION SUPPLY.**

A. In consideration of the covenants and conditions herein contained, Applicant Contractor shall be entitled to the release of \_\_\_\_\_ acre feet per year of storage or other augmentation water owned or controlled by the District (the "Contracted Water") for use to augment depletions from Applicant's Contractor's out-of-priority diversions pursuant to the District's Decree entered December 15, 2008 in Case No. 06CW049, Colorado Water Division No. 6 ("Augmentation Decree") and any amendments thereof obtained by the District in its sole discretion.

B. The Contracted Water amount is based on the water requirements table attached hereto as **Exhibit A**. Applicant Contractor shall restrict consumptive use under this Contract to that amount. Any increase or change in the water requirements to be supplied by the District ~~shall~~ may require application for and issuance of a replacement contract, and cancellation of this Contract.

C. Any quantity of the Applicant's Contractor's Contracted Water that is not used by Applicant Contractor by the end of each water year shall not carry over for the Applicant's Contractor's future use but shall revert to the water supplies of the District. Such reversion shall not entitle Applicant Contractor to any refund of payment made for such water supply.

D. Contracted Water will be derived from exercise of the District's water rights decreed for augmentation pursuant to the Augmentation Decree. The District shall have the right, but not the obligation, to designate the water right(s) from which the Applicant's Contractor's Contracted Water shall be released and to change that designation at any time in its discretion.

E. Applicant's Contractor's use of any of the Contracted Water shall be subject to any and all terms and conditions imposed by the Water Court on the use of the District's water rights.

F. The water service provided hereunder is expressly subject to the provisions of the District's Water Marketing Policy for the Yampa Basin Augmentation Plan, which provides, in part, for the possible curtailment of uses upon the occurrence of certain events and upon the District giving notice of such curtailment, all as more fully set forth therein. The service is specifically dependent on the legal and physical availability of the Contracted Water for delivery, and the District shall have no liability to Applicant-Contractor for its inability to deliver any or all of the Contracted Water for such reasons.

G. Nothing herein gives the Applicant-Contractor any equitable or legal title interest or ownership in or to any of the District's water or water rights or the facilities by which they are managed for use. Applicant-Contractor is only entitled to benefit from the water supply allotted hereunder subject to the limitations, obligations and conditions of this Contract. Applicant-Contractor shall not institute any legal proceedings for the approval of an augmentation plan and/or any change of the District's water rights.

H. The District's issuance of this Contract to the Applicant-Contractor is based upon the Applicant's-Contractor's written application and the related information provided by the Applicant-Contractor to the District in connection with that application. Applicant-Contractor represents and warrants that the information provided in the contract application is accurate and complete.

## **2. PURPOSE AND LOCATION OF USE.**

A. Applicant-Contractor will use the Contracted Water to augment diversions at Applicant's-Contractor's point(s) of diversion. Applicant-Contractor will use the Contracted Water within or through facilities or upon land owned, operated, or served by Applicant-Contractor, which land is within the District's boundaries and is described on **Exhibit B** attached hereto; provided, that the location and purpose of Applicant's-Contractor's use of Contracted Water must be legally recognized and permitted by the applicable governmental authorities having jurisdiction over the property served. Any change in the location of use shall require application for and issuance of a replacement contract.

B. Applicant's-Contractor's contemplated use for the Contracted Water is for augmentation of the following use or uses as the same are defined in the District's Water Marketing Policy for the Yampa Basin Augmentation Plan: [Select]  Domestic,  Commercial,  Industrial,  Irrigation,  Livestock,  Recreation (pond and channel evaporation).

## **3. AUGMENTATION PLAN IMPLEMENTATION AND COMPLIANCE.**

A. The District shall be responsible for the implementation of the Augmentation Decree including, without limitation, the review of water allotment contract applications with the Division Engineer and any other parties, making needed augmentation releases, and accounting for augmentation releases made for ~~Applicant-Contractor~~ and other District allottees.

B. ~~Applicant-Contractor~~ shall provide, at its own expense, a ~~totalizing continuous flow meter-recording device with remote readout,~~ or other device ~~approved by the District prior to installation as required by the Augmentation Decree and to be in compliance with the Division of Water Resources (DWR) measurement standards,~~ to continuously and accurately measure at all times all water diverted pursuant to the Augmentation Decree. On or before November 5 of each year, or more frequently if required by the Division Engineer, ~~Applicant-Contractor~~ shall provide accurate readings from such ~~continuous flow recording device or meter~~ (recorded on a monthly basis for the period November 1 through October ~~30-31~~ of each year) to the District, ~~the Division Engineer and Water Commissioner.~~ ~~Applicant-Contractor~~ acknowledges that failure to comply with these provisions could result in legal action to terminate ~~Applicant's-Contractor's~~ diversion of water by the ~~District or the~~ State of Colorado, Division of Water Resources.

C. ~~Applicant-Contractor~~ hereby specifically allows the District, through its authorized agents, to enter upon ~~Applicant's-Contractor's~~ property during ordinary business hours for the purposes of determining ~~Applicant's-Contractor's~~ measurement capabilities and actual use of water.

D. If ~~Applicant-Contractor~~ intends to divert through a well, ~~Applicant Contractor~~ must provide to the District a copy of ~~Applicant's-Contractor's~~ valid well permit before the District is obligated to deliver any Contracted Water, and it is the ~~Applicant's-Contractor's~~ continuous duty to maintain a valid well permit. ~~Applicant Contractor~~ shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources. ~~Applicant Contractor~~ must comply with the well-spacing requirements set forth in C.R.S. § 37-90-137, as amended, if applicable. Compliance with said statutory well-spacing criteria is an express condition of the extension of service hereunder, and the District shall in no way be liable for an ~~Applicant's-Contractor's~~ failure to comply. ~~Applicant Contractor~~ agrees to mark the well in a conspicuous place with the permit number.

#### **4. PAYMENTS.**

A. ~~Applicant-Contractor~~ shall pay the District annually for the Contracted Water herein at a price to be fixed annually by the Board of Directors of the District for such service. Payment of the annual fee shall be made, in full, within fifteen (15) days after the date of a notice from the District that the payment is due. Said notice will advise the ~~Applicant Contractor~~, among other things, of the water delivery year to

which the payment shall apply and the price which is applicable to that year. If a payment is not made by the due date, a late fee of \$50 (or such other amount as the Board may set from time to time) will be assessed and final written notice of the delinquent account and late fee assessment will be sent by the District to the ~~Applicant-Contractor~~ at ~~Applicant's-Contractor's~~ address set forth below. If payment is not made within thirty (30) days after said final written notice, the District may, at its option, elect to terminate all of the ~~Applicant's-Contractor's~~ right, title, or interest under this Contract, in which event the Contracted Water may be transferred, leased or otherwise disposed of by the District at the discretion of its Board of Directors. The price is a "take or pay" price and is payable with respect to the maximum allotted contract amount allotted to the userContractor, whether or not in any year such userContractor in fact takes and uses all of the contracted waterContracted Water.

B. If water deliveries hereunder are made by or pursuant to agreement with some other person, corporation, quasi-municipal entity, or governmental entity, and in the event the ~~Applicant-Contractor~~ fails to make payments as required hereunder, the District may, at its sole option and request, authorize said person or entity to curtail the ~~Applicant's-Contractor's~~ water service pursuant to this Contract, and in such event neither the District nor such persons or entity shall be liable for such curtailment.

C. ~~Applicant-Contractor~~ agrees that so long as this Contract is valid and in force, ~~Applicant-Contractor~~ will budget and appropriate from such sources of revenues as may be legally available to the ~~Applicant-Contractor~~ the funds necessary to make timely annual payments. ~~Applicant-Contractor~~ will hold harmless the District and any person or entity involved in the delivery of water pursuant to this Contract for discontinuance in service due to the failure of ~~Applicant-Contractor~~ to maintain the payments herein required on a current basis.

## 5. **TERM.**

The term of this contract shall be for forty (40) years from January 1<sup>st</sup> of the year in which it is executed.

## 6. **ASSIGNMENTS.**

A. The Contracted Water shall be beneficially used for the purposes and in the manner specified herein, and this Contract is for the exclusive benefit of the ~~Applicant's-Contractor's~~ property and shall inure to the benefit of any successor in interest to the fee title to said property upon written assignment and notice thereof to the District, and subject to ~~proof of eligibility as provided in compliance with~~ the District's Water Marketing Policy for the Yampa Basin Augmentation Plan and the terms of this Contract, said assignment to be made using the District's approved ~~assignment~~ form.

B. Upon the sale of the real property to which this Contract pertains, ~~Applicant Contractor~~ has a duty to make the buyer aware of this Contract and of the need to assign the Contract to the buyer. Written notice of assignment to the District shall be necessary for the assignment to become effective. Payment of an assignment fee in an amount determined annually by the Board shall be required ~~as a prerequisite to for the approval of the an~~ assignment to be effective. Any assignment of less than all of the Contracted Water to any person or entity other than the person or entity simultaneously acquiring all of the Contractor's property shall not be effective unless approved by the District in its sole discretion.

C. If the Contracted Water will be used for the benefit of land that is now or will hereafter be subdivided or otherwise held or owned in separate ownership interests, ~~Applicant Contractor~~ may assign ~~Applicant's Contractor's~~ rights hereunder only to a homeowners association, property owners association, water district, water and sanitation district or other special district, or other entity properly organized and existing under and by virtue of the laws of the State of Colorado, and then only if such entity establishes to the satisfaction and with the approval of the District that it has the ability and authority to assure its performance of the ~~Applicant's Contractor's~~ obligations under this Contract. In no event shall the owner of a portion but less than all of the property served under this Contract have any rights hereunder, except as such rights may exist through an association or special district as above provided.

D. The restrictions on assignment contained herein shall not preclude the District from holding the ~~Applicant Contractor~~, or any successor to the ~~Applicant Contractor~~, responsible for the performance of all or any part of the ~~Applicant's Contractor's~~ covenants and agreements herein contained.

## **7. MULTIPLE OWNERSHIP.**

A. In the event of the division of the property served by this Contract into two or more parcels owned by different persons or entities, in addition to the obligations in Section ~~5-C6.C.~~ above, the ~~Applicant Contractor~~ shall give notice to purchasers of any part of the subject property of the obligations of this Contract and shall record such notice in the records of the Clerk and Recorder of the county in which such property is located.

B. If such divided property is to be served by a shared well, as a condition of service under this Contract, all of the owners of such property shall execute and record a well sharing agreement in a form acceptable to the District and provide evidence thereof to the District.

## **8. APPLICANT'S CONTRACTOR'S LEGAL COMPLIANCE.**

A. ~~Applicant's Contractor's~~ rights under this Contract shall be subject to the Water Marketing Policy for the Yampa Basin Augmentation Plan and to any Water Service Plan adopted by the District and amended from time to time; provided, that such Policy and Plan shall apply uniformly throughout the District among water users receiving the same service from the District. ~~Applicant Contractor~~ shall also be bound by all applicable laws and regulations, including, for example, the provisions of the Water Conservancy Act of the State of Colorado.

B. ~~Applicant Contractor~~ shall comply with all federal, state, and local governmental laws and regulations in the construction, maintenance, operation, replacement or repair of the facilities required to divert and use water that is augmented pursuant to this Contract. Upon demand of the District, ~~Applicant Contractor~~ shall provide the District with documentary proof of such compliance.

C. ~~Applicant Contractor~~ shall only charge its water customers, if any, who are supplied based upon the Contracted Water such rates, charges, and fees as are permitted by Colorado law.

D. ~~Applicant Contractor~~ shall not discriminate in availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, national origin, or any other criteria prohibited under state or federal law.

E. ~~Applicant Contractor~~ shall implement and use commonly accepted conservation practices with respect to use of water augmented by the supply allotted under this Contract and shall be bound by any conservation plan hereafter adopted by the District, as the same may be amended from time to time.

## **9. CONTRACT TERMINATION.**

### **A. Termination by District:**

1. The District may terminate this Contract for any violation or breach of the terms of this Contract by ~~Applicant Contractor~~, including as provided in Section 4.A. above regarding delinquent payments.

2. The District may terminate this Contract if, in its discretion, any judicial or administrative proceeding initiated by ~~Applicant Contractor~~ threatens the District's authority to contract for delivery or use of the District's water rights, or threatens the District's permits, water rights, or other interests of the District.

3. The District may terminate this contract if ~~Applicant Contractor~~ opposes any of the District's Water Court applications regarding the District's water rights used for augmentation pursuant to the Augmentation Decree.

B. Termination by Applicant Contractor: ~~Applicant Contractor~~ may terminate this Contract in its entirety for any reason by notifying the District in writing of the termination on or before April 1. Notice by said date will prevent the ~~Applicant's Contractor's~~ liability for the next annual contract charge.

C. Notice to Division Engineer: Upon termination of this Contract by either the District or ~~Applicant Contractor~~, the District will provide notice of such termination to the Office of the Division Engineer, Colorado Division of Water Resources. The District shall have no liability to ~~Applicant Contractor~~ for any administrative or legal action taken by the Division Engineer or other representatives of the State of Colorado to curtail or limit ~~Applicant's Contractor's~~ use of water previously augmented by the Contracted Water under this Contract.

**10. FORCE MAJEURE.**

The District shall not be responsible for any losses or damages incurred as a result of the District's inability to perform pursuant to this Agreement due to the following causes if beyond the District's control and when occurring through no direct or indirect fault of the District, including without limitation: Acts of God; natural disasters; actions or failure to act by governmental authorities; unavailability of supplies or equipment necessary to the District's ability to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit requirements.

**11. NOTICES.**

All notices required or appropriate under or pursuant to this contract shall be given in writing mailed or delivered to the parties or sent by internet communication at the following addresses:

Notice to ~~Applicant Contractor~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notice to District

Upper Yampa Water Conservancy District  
Attention: General Manager

P.O. Box 775529  
Steamboat Springs, CO 80477  
UYWCD@upperampwater.com

Either Party may by notice given in accordance with this provision change the addresses to which future notices shall be mailed or delivered.

**12. BREACH AND REMEDIES.**

A. In the event of any breach of this Contract by the ApplicantContractor, the District may, in addition to contract termination as provided herein, pursue any additional remedy available to the District against the Applicant-Contractor in law or in equity. Applicant-Contractor may do likewise in the event of breach by the District. The prevailing party in any litigation regarding such breach shall be entitled to recovery of its reasonable attorneys’ fees.

B. Venue for any dispute regarding this Contract shall be in the District Court for Routt County, Colorado.

**13. RECORDING OF MEMORANDUM.**

In lieu of recording this Water Augmentation Contract, a Memorandum of Water Augmentation Contract will be recorded with the Routt County Clerk and Recorder’s Office. The costs of recording the Memorandum shall be paid by ApplicantContractor.

APPLICANTCONTRACTOR:

\_\_\_\_\_ Signature

\_\_\_\_\_ Name

**Applicant's-Contractor's Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )



Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

**UPPER YAMPA WATER CONSERVANCY DISTRICT**

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

ATTEST:  
\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ROUTT     )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, President, Upper Yampa Water Conservancy District.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF ROUTT     )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, Secretary, Upper Yampa Water Conservancy District.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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

DRAFT

MARKETING POLICY FOR THE ELK RIVER AUGMENTATION PLAN  
OF THE  
UPPER YAMPA WATER CONSERVANCY DISTRICT  
FOR AUGMENTATION PLAN SERVICE

ADOPTED ~~JUNE 19, 2019~~ JULY 20, 2022

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## 1. PURPOSE OF MARKETING PROGRAM

The Upper Yampa Water Conservancy District’s (“District”) 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 District also plans for and assists with the development of water resources of the District for municipal, domestic, industrial, recreational, and other beneficial uses of water resources within the District among other purposes. The District’s water rights include rights to Stagecoach and Yamcolo reservoir and contract rights to Steamboat Lake water among others.

The District is authorized to appropriate water rights and initiate and implement plans for augmentation for the benefit of water users within the District’s boundaries. Water is available to provide contracts to District constituents to augment their out-of-priority depletions pursuant to the Augmentation Decree of the District Court for Water Division No. 6, Case No. 15CW3058, which is defined below. The District’s Board of Directors has approved the marketing of such water and other District water supplies as may be used to complement the use of such Reservoirs’ water supplies through a contracting program described herein.

## 2. AUTHORITIES UNDER PROGRAM

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 as defined in this Policy not exceeding 10-acre feet per year, and authority ~~for to approve~~ assignments of all contracts issued for both Small, ~~and~~ Large and Industrial Applications. The General Counsel shall assist in the negotiation and drafting of the contracts.

b. The Board retains authority to approve Large Applications and Industrial Applications along with all other powers not specifically delegated.

b.c. The General Manager and General Counsel may make non-substantive changes to the Water Marketing Policy for the Elk River Augmentation Plan and the Elk River Augmentation Contract on a case-by-case basis.

## 3. DEFINITIONS

a. “Area A”: Areas described below and governed under this Water Marketing Policy for the Elk River Augmentation Plan; provided, that only the portions of Area A that are located within the District’s boundaries may be served by the District.

- b. “Area B”: Areas outside of Area A as described below.
- c. “Augmentation Decree”: Decree entered in Case No. 15CW3058, District Court, Water Division 6, on July 29, ~~2018~~2018, as such Decree may be amended.
- d. “Augmentation Plan” or “Plan for Augmentation”: Means a detailed plan to increase the supply of water available for beneficial use as defined in C.R.S. § 37-92-103(9).
- e. “Contract”: A water allotment contract issued by the ~~Upper Yampa Water Conservancy~~ District for delivery of water up to the annual amount specified in the Contract (“Contracted Water”) consistent with this Water Marketing Policy for the Elk River Augmentation Plan to the person(s) or legal entity(s) named in the Contract (the Contractor(s)).
- f. “District”: The Upper Yampa Water Conservancy District, a political subdivision of the State of Colorado, its Board of Directors, employees and agents.
- g. “Division Engineer”: The engineer assigned to oversee the water matters for Water Division No. 6 as specified under C.R.S. § 37-92-202.
- h. Equivalent Residential Unit (“EQR”): Equal to 350 gallons per day.
- i. “Large Applications”: A contract application to the District to augment uses, other than 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.
- j. “Industrial Applications”: A contract application to the District to augment industrial uses that either exceeds a planned average daily diversion rate of 15 gallons per minute or for which the following commercial EQR ratings do not apply:
- Single family home = 3.5 persons using 100 GPCD (gallons/capita/day) = 350 gallons per day = 1 Equivalent Residential Unit (EQR)
  - Apartments = 0.75/EQR unit
  - Mobile Homes = 0.75/EQR unit
  - 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
- k. “Small Applications”: A contract application to the District to augment uses that *do not* exceed a direct flow or storage diversion demand for groundwater or surface water of greater than 0.25 c.f.s. or 30 acre-feet annually.
- l. “Water Court”: The District Court in and for Colorado Water Division No. 6 as defined in C.R.S. § 37-92-201.

#### 4. SOURCES AND SCOPE OF MARKETING

- a. Sources of Water Available for Augmentation or Exchange
  - i. “In-Basin Supply”: Water delivered from Steamboat Lake, for which the District has a Water Lease with Colorado Parks and Wildlife for storage water right decrees were obtained in Case No. 90CW01 and 95CW142 District Court for Colorado Water Division No. 6, and for which additional storage water right decrees may be obtained in the future by the District, water available from the District’s contractual right to water deliveries, and other water sources available to the District for use in its Water Marketing Program Policy for the Elk River Augmentation Plan.
  - ii. “Stagecoach Reservoir Supply”: Water delivered from Stagecoach Reservoir, for which storage water right decrees were obtained by the District in Cases No. CA3538, W-414-72, W-946-76, W-1091-76, 94CW149, 95CW78, 97CW84, and 01CW41, District Court for Colorado Water Division No. 6, and for which additional storage water right decrees may be obtained in the future by the District, water available from the District’s contractual right to water deliveries, and other water sources available to the District for use in its Water Marketing Program Policy for the Elk River Augmentation Plan.
  - iii. “Yamcolo Reservoir Supply”: Water delivered from Yamcolo Reservoir, for which storage water right decrees were obtained by the District in Case Nos. W-946-76, 82CW211, 01CW41, and 03CW58, District Court for Colorado Water Division No. 6, and for which additional storage water right decrees may be obtained in the future by the District, water available from the District’s contractual right to water deliveries, and other water sources available to the District for use in its Water Marketing Program Policy for the Elk River Augmentation Plan.

- b. Volumetric Description

The total maximum amount of augmentation or exchange water involved in and

committed to the District in this plan for augmentation is 360 acre feet or such lesser amount available pursuant to retained jurisdiction or future board direction. The amount needed by any individual Contractor will depend on the nature and amount of its uses and, in some situations, the location of its diversions and return flows in relation to senior diversions.

c. Geographic Area

Area A encompasses portions of the Elk River below its confluence with Willow Creek including the West Fork of the Elk River and Willow Creek from its confluence with the Elk River extending to locations upstream from Steamboat Lake where use of the water rights in the Augmentation Decree can fully augment structures developed by District Contractees. **Exhibit A.** All areas outside of the below described areas are referred to as Area B. The augmentation plan allows direct augmentation on the Elk River and Yampa Mainstem and exchange augmentation on the Elk River Tributaries.

- i. Area A-1 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the Elk River and its tributaries in a stream reach extending from a downstream terminus at the confluence of the Elk River with the Yampa River to an upstream terminus located on the Elk River just upstream of its confluence with Willow Creek, a distance of approximately 27 miles. The boundaries of Area A-1 are depicted on the map that is attached hereto as **Exhibit A.** The total amount of augmentation water available for Area A-1 is 360 acre feet. The rate of exchange within Area A-1 is 1.4 c.f.s. for the entire area A-1 and not to exceed 0.3 c.f.s., with the exception of Salt Creek not to exceed 0.5 c.f.s., within any one of the seventeen major tributaries and watersheds: (1) Farnsworth Creek, (2) Trull Creek, (3) Dry Gulch, (4) Salt Creek, (5) Deep Creek, (6) Long Gulch, (7) Dutch Gulch, (8) McPhee Creek, (9) Sand Creek, (10) Cottonwood Gulch, (11) Greenville Creek, (12) Franz Creek, (13) Taylor Canyon, (14) Keller Ditch Area Watersheds, (15) Wither Ditch Area Watersheds, (16) Willow Creek Basin, and (17) Lester Creek.
- ii. Area A-2: Area A-2 includes structures that will divert water from within that portion of Area A encompassing all areas tributary to the West Fork of the Elk River and its tributaries in a stream reach extending from a downstream terminus at the confluence of the West Fork of the Elk River with the Yampa River to an upstream terminus located where the West Fork of the Elk River branches off the Elk River, a distance of approximately 1.9 miles. The boundaries of Area A-2 are depicted on the map that is attached hereto as **Exhibit A.** The total amount of augmentation water available for Area A-2 is 50 acre feet. The rate of exchange within Area A-2 is 0.2 c.f.s. for the entire area A-2, and not to exceed 0.2 c.f.s. within major tributary listed below. This amount does not include the amount of exchange for Area A-1. The tributary is: (1) DeCora Gulch.



## 5. CONTRACTING PROCESS AND TERMS

### a. Application Process

- i. Written Application: Prospective ~~Contractees~~ Applicants for Contracts shall make written application to the District on forms prepared by District staff and approved by the General Manager and General Counsel. Such completed application forms shall be accompanied by the Applicant's non-reimbursable payment to the District of the application fee for processing of the application for approval. Application fees for ~~contract~~ Contract applications that are denied by the District or the Division Engineer shall not be refunded.
- ii. Served Property: Applicant must use the water allotted pursuant to its Contract for beneficial purposes by diversion at Applicant's point of diversion under the District's direct flow water rights and/or for use by augmentation or exchange. Applicant must use the water allotted by the District within or through facilities or upon lands owned, operated, or served by Applicant, which are described in the ~~Contract~~ Application. Applicant shall provide proof of ownership of, or legal right to use, the property and facilities to be served by the Contract. All lands, facilities, and areas served by the Contracted Water shall be situated within the boundaries of the District. Unless ~~waived in writing~~ otherwise agreed by the General Manager, the Application shall include both a legal description suitable for recordation in the real property records and accurate and legible map of the actual location of use ~~if that location is part of a larger undivided property owned or controlled by the Applicant.~~
- iii. Verification of Need: The application process shall include a description by the Applicant of the nature of its water service, its places of use, its available water rights and supplies, and need for Contracted Water. The need of the Applicant for program water in the quantity requested shall be verified by the General Manager, in consultation with the General Counsel as necessary. If the General Manager determines that all or any portion of a Water Contract request is not based upon legitimate need, the General Manager shall report that finding to the District Board, which shall make the final decision, and the Board will allow the Applicant to present written information in support of its claimed need. The Board's decision on such matters shall be final.
- iv. Review by Division Engineer: All applications submitted to the District will be submitted to and may be reviewed by the Division Engineer. The Applicant shall be responsible for providing the information required in Paragraph 8.7.2 of the Augmentation Decree to the extent applicable. Large and Industrial Applications

will also be provided to the Opposers listed in **Exhibit B** of the Augmentation Decree for informational purposes only. The Opposers may communicate specific concerns to the District, the Division Engineer, or both. The Division Engineer shall review the Application to determine whether any existing water right will be injured, or whether the calculated amount of depletions is reasonable, or whether the site-specific conditions described in any lagged depletion analysis is reasonable. The Division Engineer has sixty-three (63) days to provide written specific objections to the District. If no objections are made within said 63-day period, the District may issue a Water Contract. If the Division

Engineer, within the 63-day period, provides written objection to the approval of such large application, the District must deny such application.

- v. Contract Execution: The Applicant ~~for a Water Supply Contract~~ shall have sixty-~~three~~ (6360) days after mailing or electronically transmitting the final Contract documents to them in which to execute the final Contract and deliver the executed originals to the District's offices. If such execution and delivery are not accomplished in that time, the Applicant shall be deemed to have rejected the District's offer to contract.

b. Quantities

- i. Minimum: The minimum amounts of water that may be contracted pursuant to this Policy shall be 0.1-acre feet annually. Quantity will not be pro-rated based on non-use in any part of the project year.
- ii. Maximum: The maximum amount of water that may be contracted for the benefit of any single property on a case-by-case basis shall be 10-acre feet without prior Board approval.
- iii. Water Contracts shall be rounded off in one-tenth acre foot units.
- iv. Changes per Division Engineer ~~DEO~~-review or retained jurisdiction: The District reserves the right to change quantities in a Water Contract per orders from the Division Engineer or Water Court as allowed under the Augmentation Decree.

c. Deliveries

- i. Project Year: The basis for calculating payment and delivery obligations shall be "Project Year" or multiples thereof, which shall be the period from April in one year through March in the succeeding year.

d. Charges and Fees

i. Application Fees:

(1) The Board shall determine application fees annually.

(2) The application fee for a Water Supply Contract shall be determined annually by the Board for each application type. An application will not be processed until the appropriate application fee has been received. ~~Initial fees shall be as follows:-~~ See **Appendix A** for current application fees.

~~(b) Small Application: \$600~~

~~(c) Large Application: \$2,000~~

~~(d) Industrial Application: \$2,000~~

~~(3) The General Manager will impose a fee of \$600 for contract assignments.~~

~~(4)~~(3) Request for contract amendments ~~must~~ may initiate a new application process and pay associated Application fees, ~~except that General Manager may authorize amendments to correct errors and make other non-material revisions to a Contract which would not have the Application submitted for such Contract, as amended, subject to any notice provision of this paragraph 5 or otherwise under the Augmentation Decree above.~~ See **Appendix A** for current amendment fee, as indicated above.

ii. Rates for Classes of Users: The price for each type of water shall be reviewed and set annually by the Board of Directors. Any approved Contract is subject to change in price as annually determined by the District. The price is a “take or pay” price and is payable with respect to the maximum ~~allotted~~ contract amount allotted to the ~~user~~ Contractor, whether or not in any year such ~~user~~ Contractor in fact takes and uses all of the ~~contracted~~ Contracted water ~~Water~~. ~~The initial approved pricing per acre foot of water for the current Project Year is as follows:~~ See **Appendix A** for water supply pricing.

<b>Supply Pricing</b>	
Large Applications	\$204.75 per AF/year
Industrial Applications	\$204.75 per AF/year
Small Applications	\$204.75 per AF/year

iii. Minimum Charges: The minimum annual contract charge will be ~~\$204.75 for 1.0 acre feet.~~ See Appendix A for current water supply pricing.

iv. O&M Assessments: Contractor shall pay any special assessment levied by the District on Contractor to recoup expenses from extraordinary maintenance incurred by the District.

v. The current version of the Appendix A Elk River Augmentation Water Pricing shall be annually substituted for the prior year when adopted by the Board.

e. Required Meters

~~Applicant-Contractor~~ agrees to provide, at its own expense, a continuous flow recording device with remote readout~~totalizing flow meter~~, or other device as required by the ~~District Contract and to be in compliance with the Division of Water Resources (DWR) measurement standards,~~ to continuously and accurately measure at all times all water diverted pursuant to the terms of ~~Applicant's-Contractor's~~ water right and the terms of ~~this the~~ Contract. On or before November 5 of each year, or more frequently if required by the Division Engineer, ~~Applicant-Contractor~~ will provide accurate readings from such continuous flow recording device ~~or meter~~ (recorded on a monthly basis for the period November 1 through October ~~30-31~~ of each year) to ~~the~~ District, ~~the Division Engineer and Water Commissioner.~~ ~~Applicant-Contractor~~ acknowledges that failure to comply with this paragraph could result in legal action to terminate ~~Applicant's-Contractor's~~ diversion of water by the State of Colorado Division of Water Resources.

f. Use Reporting

i. Commencement of Service: Service will commence upon execution of the ~~Water~~ Contract, payment of applicable fees, and approval as may be required under the Augmentation Decree by the Division Engineer or Water Court. Contractor must record water use at commencement of service.

ii. Periodic Reporting per District Requirements: Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on forms acceptable to the District specifically for the purpose of enabling the District to prove the use of project water rights and to administer and operate the project and water right decrees and/or administrative approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to the District promptly upon request and shall assist the District as it may reasonably request in presenting and/or verifying such

evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.

- iii. District Right to Enter and Verify: ~~Applicant-Contractor~~ acknowledges that District representatives or agents have the right to enter upon property that ~~Applicant-Contractor~~ represented in the Application for which the Contract Water is to be used. The District may verify water use in conformance with the ~~Water~~-Contract and Policy, including, but not limited to amounts, locations used, types of use, and accuracy of flow meters.

g. Well Permit

If ~~Applicant-Contractor~~ intends to divert through a well, then ~~Applicant-Contractor~~ must provide to District a copy of ~~Applicant's-Contractor's~~ valid well permit before the District is obligated to deliver any water hereunder, and it is the ~~Applicant's Contractor's~~ continuous duty to maintain a valid well permit. ~~Applicant-Contractor~~ shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources pursuant to C.R.S. §37-90-137. The ~~Applicant-Contractor~~ must comply with any other statutory or regulatory requirements for issuance of well permits to be augmented pursuant to this plan, including the 600-foot spacing requirement of C.R.S. § 37-90-137(2)(b), if applicable. Compliance with said statutory well-spacing criteria shall be an express condition of the extension of service hereunder, and the District shall in no way be liable for an ~~Applicant's-Contractor's~~ failure to comply. ~~Applicant-Contractor~~ agrees to mark the well in a conspicuous place with the permit number.

h. Noncompliance

- i. Report to ~~DEO~~Division Engineer: Breach of the Contract by the Contractor will result in the District reporting the noncompliance to the ~~District~~Division Engineer.
- ii. Curtail releases: The District may withhold deliveries of Contracted Water in the event of Contractor's nonpayment for Contracted Water or any other breach of the Contract by Contractor. Such remedies shall not be the exclusive remedies in the event of such a breach.

i. Assignment

- i. The water ~~right~~ allotted under any ~~Water~~-Contract shall be beneficially used for the purposes and in the manner specified in the Application and the Contract.

The ~~Water~~ Contract is for the exclusive benefit of the ~~Applicant's Contractor's~~ property as specified in the Contract and shall inure to the benefit of any successor in interest to the fee title to said property upon written assignment and notice thereof to the District, and subject to ~~proof of eligibility as provided in compliance with this~~ the District's Water Marketing Policy for the Elk River Augmentation Plan and Contract terms, said assignment to be made using the District's approved form as modified with the approval of the General Manager. The restrictions on assignment contained herein shall not preclude the District from holding the ~~Applicant Contractor~~, or any successor of the ~~Applicant Contractor~~, responsible for the performance of all or any part of the ~~Applicant's Contractor's~~ covenants and agreements contained in the ~~contract Contract~~. For purposes of this Contract, any change in the ownership of the property served by the Contracted Water as specified in the application and/or the Contract shall constitute an assignment requiring execution of an instrument of assignment on the District's approved form, as modified with the approval of the General Manager, notice to the District and payment of the assignment fee.

- ii. The Board shall determine assignment fees annually. ~~The initial fee for a contract assignment shall be \$600. See Appendix A for current assignment fee.~~

j. Limitation on Sale

~~Applicant Contractor~~ may not assign, sublet, sell, donate, loan or otherwise dispose of any of its rights to a ~~Water~~ Contract or Contracted Water separate from the property that it serves as specified in the Contract without prior written notice to, and the written approval (except as otherwise provided in paragraph 5. i. (i.) above) of, the District as provided in the Contract. The District will approve such disposition in all instances where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the District to be served with the Contracted Water. Any disposition of an ~~Applicant's Contractor's~~ rights to a Contract or Contracted Water must be by written instrument signed by the District. As provided above, a fee will be imposed for each contract assignment.

k. Form of Contract, Term and Renewal

Contracts shall be made in the form approved by the Board, as the same may be revised from time to time in the discretion of the Board. The form of contract approved as of the date of this Policy is attached at **Exhibit BC**. The term of such contracts shall be for 40 years commencing on January 1st of the year in which such contract is executed.

## 6. DELIVERY CONTINGENCIES AND SHORTAGE CRITERIA

### a. Shortages

Delivery of water is subject to limitations of the hydrological conditions, availability of water under the Augmentation Decree including limitations on exchanges, and the provision for curtailment below. In the event that the District is unable, because of either legal or physical reasons (including but not limited to, hydrologic shortages and operational restrictions), to deliver any or all of the full amount of water contracted from the District, the District reserves the right to apportion the available water among its several contractors. If the District is to apportion the available water among its contractors as provided herein, the District shall notify the respective Contractors in writing of such fact by August 1st of that year. Water shortages among the District's Contractors shall be apportioned in the following sequence:

- i. Large or Small Contracts used for solely for irrigation purposes are pro-rata shorted up to 100%.
- ii. Large and Industrial contracts are then pro-rata shorted up to 100%.
- iii. Small contracts then are shorted as necessary on a pro-rata basis.

Replacement of depletions using the decreed appropriative exchanges shall require that said exchange(s) be in priority and have water physically and legally available in the exchange reach(es) from the exchanged from point to the exchanged-to point(s) in the amount(s) to be exchanged. Out-of-priority diversions not meeting this requirement shall be subject to curtailment.

### CERTIFICATE OF SECRETARY

I hereby certify that the foregoing Water Marketing Policy for the Elk River Augmentation Plan of the Upper Yampa Water Conservancy District for Augmentation Plan Service (Elk River Augmentation Plan) dated July 20, 2022 was approved by the Board of Directors of the Upper Yampa Water Conservancy District effective as of July 20, 2022 and shall supersede and replace in their entirety all versions of this Water

Marketing Policy for the Elk River Augmentation Plan previously approved for the Elk River Augmentation Plan.

By:  
Andy Rossi, General Manager and Secretary/Treasurer

DRAFT



**AUGMENTATION CONTRACT No. \_\_\_\_\_**  
**UPPER YAMPA WATER CONSERVANCY DISTRICT**  
**ELK RIVER SUPPLY**

\_\_\_\_\_ (hereinafter "ApplicantContractor") has applied to the Upper Yampa Water Conservancy District (hereinafter the "District") a political subdivision of the State of Colorado, organized pursuant to and existing by virtue of Section 37-45-101, Colorado Revised Statutes, *et seq.*, for an augmentation contract for use of water supplies owned, leased, or hereafter acquired by the District. By execution of this Contract, ApplicantContractor and District agree to the following terms and conditions.

**1. AUGMENTATION SUPPLY.**

A. In consideration of the covenants and conditions herein contained, ApplicantContractor shall be entitled to the release of \_\_\_\_\_ acre feet per year of storage or other augmentation water owned or controlled by the District (the "Contracted Water") for use to augment depletions from Applicant's-Contractor's out-of-priority diversions pursuant to the District's Decree entered July 29, 2018 in Case No. 15CW3058, Colorado Water Division No. 6 ("Augmentation Decree") and any amendments thereof obtained by the District in its sole discretion.

B. The Contracted Water amount is based on the water requirements table attached hereto as **Exhibit A**. ApplicantContractor shall restrict consumptive use under this Contract to that amount. Any increase or change in the water requirements to be supplied by the District ~~shall~~ may require application for and issuance of a replacement contract, and cancelation of this Contract.

C. Any quantity of the Applicant's-Contractor's Contracted Water that is not used by ApplicantContractor by the end of each water year shall not carry over for the Applicant's-Contractor's future use but shall revert to the water supplies of the District. Such reversion shall not entitle ApplicantContractor to any refund of payment made for such water supply.

D. Contracted Water will be derived from exercise of the District's water rights decreed for augmentation pursuant to the Augmentation Decree. The District shall have the right, but not the obligation, to designate the water right(s) from which the Applicant's-Contractor's Contracted Water shall be released and to change that designation at any time in its discretion.

E. Applicant's-Contractor's use of any of the Contracted Water shall be subject to any and all terms and conditions imposed by the Water Court on the use of the District's water rights.

F. The water service provided hereunder is expressly subject to the provisions of the District's Water Marketing Policy for the Elk River Augmentation Plan, which provides, in part, for the possible curtailment of uses upon the occurrence

of certain events and upon the District giving notice of such curtailment, all as more fully set forth therein. The service is specifically dependent on the legal and physical availability of the Contracted Water for delivery, and the District shall have no liability to ~~Applicant Contractor~~ for its inability to deliver any or all of the Contracted Water for such reasons.

G. Nothing herein gives the ~~Applicant Contractor~~ any equitable or legal title interest or ownership in or to any of the District's water or water rights or the facilities by which they are managed for use. ~~Applicant Contractor~~ is only entitled to benefit from the water supply allotted hereunder subject to the limitations, obligations and conditions of this Contract. ~~Applicant Contractor~~ shall not institute any legal proceedings for the approval of an augmentation plan and/or any change of the District's water rights.

H. The District's issuance of this Contract to the ~~Applicant Contractor~~ is based upon the ~~Applicant's Contractor's~~ written application and the related information provided by the ~~Applicant Contractor~~ to the District in connection with that application. ~~Applicant Contractor~~ represents and warrants that the information provided in the contract application is accurate and complete.

## **2. PURPOSE AND LOCATION OF USE.**

A. ~~Applicant Contractor~~ will use the Contracted Water to augment diversions at ~~Applicant's Contractor's~~ point(s) of diversion. ~~Applicant Contractor~~ will use the Contracted Water within or through facilities or upon land owned, operated, or served by ~~Applicant Contractor~~, which land is within the District's boundaries and is described on **Exhibit B** attached hereto; provided, that the location and purpose of ~~Applicant's Contractor's~~ use of Contracted Water must be legally recognized and permitted by the applicable governmental authorities having jurisdiction over the property served. Any change in the location of use shall require application for and issuance of a replacement contract.

B. ~~Applicant's Contractor's~~ contemplated use for the Contracted Water is for augmentation of the following type of contract as the same are defined in the District's Water Marketing Policy for the Elk River Augmentation Plan: [Select]  Large,  Small,  Industrial.

## **3. AUGMENTATION PLAN IMPLEMENTATION AND COMPLIANCE.**

A. The District shall be responsible for the implementation of the Augmentation Decree including, without limitation, the review of water allotment contract applications with the Division Engineer and any other parties, making needed augmentation releases, and accounting for augmentation releases made for ~~Applicant Contractor~~ and other District allottees.

B. Applicant-Contractor shall provide, at its own expense, a totalizing continuous flow meter-recording device with remote readout, or other device approved by the District prior to installation as required by the Augmentation Decree and to be in compliance with the Division of Water Resources (DWR) measurement standards, to continuously and accurately measure at all times all water diverted pursuant to the Augmentation Decree. On or before November 5 of each year, or more frequently if required by the Division Engineer, Applicant-Contractor shall provide accurate readings from such continuous flow recording device or meter (recorded on a monthly basis for the period November 1 through October ~~30~~ 31 of each year) to the District, ~~the Division Engineer and Water Commissioner~~. Applicant-Contractor acknowledges that failure to comply with these provisions could result in legal action to terminate Applicant's-Contractor's diversion of water by the ~~District or the~~ State of Colorado, Division of Water Resources.

C. Applicant-Contractor hereby specifically allows the District, through its authorized agents, to enter upon Applicant's-Contractor's property during ordinary business hours for the purposes of determining Applicant's-Contractor's measurement capabilities and actual use of water.

D. If Applicant-Contractor intends to divert through a well, Applicant Contractor must provide to the District a copy of Applicant's-Contractor's valid well permit before the District is obligated to deliver any Contracted Water, and it is the Applicant's-Contractor's continuous duty to maintain a valid well permit. Applicant Contractor shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources. Applicant Contractor must comply with the well-spacing requirements set forth in C.R.S. § 37-90-137, as amended, if applicable. Compliance with said statutory well-spacing criteria is an express condition of the extension of service hereunder, and the District shall in no way be liable for an Applicant's-Contractor's failure to comply. Applicant Contractor agrees to mark the well in a conspicuous place with the permit number.

#### **4. PAYMENTS.**

A. Applicant-Contractor shall pay the District annually for the Contracted Water herein at a price to be fixed annually by the Board of Directors of the District for such service. Payment of the annual fee shall be made, in full, within fifteen (15) days after the date of a notice from the District that the payment is due. Said notice will advise the Applicant Contractor, among other things, of the water delivery year to which the payment shall apply and the price which is applicable to that year. If a payment is not made by the due date, a late fee of \$50 (or such other amount as the Board may set from time to time) will be assessed and final written notice of the delinquent account and late fee assessment will be sent by the District to the Applicant-Contractor at Applicant's-Contractor's address set forth below. If payment is not made within thirty (30) days after said final written notice, the District may, at its option, elect to terminate all of the Applicant's-Contractor's right, title, or interest under this Contract, in which event the Contracted Water may be transferred, leased

or otherwise disposed of by the District at the discretion of its Board of Directors. The price is a “take or pay” price and is payable with respect to the maximum allotted contract amount allotted to the ~~Applicant Contractor~~, whether or not in any year such ~~Applicant Contractor~~ in fact takes and uses all of the contracted water.

B. If water deliveries hereunder are made by or pursuant to agreement with some other person, corporation, quasi-municipal entity, or governmental entity, and in the event the ~~Applicant Contractor~~ fails to make payments as required hereunder, the District may, at its sole option and request, authorize said person or entity to curtail the ~~Applicant's Contractor's~~ water service pursuant to this Contract, and in such event neither the District nor such persons or entity shall be liable for such curtailment.

C. ~~Applicant Contractor~~ agrees that so long as this Contract is valid and in force, ~~Applicant Contractor~~ will budget and appropriate from such sources of revenues as may be legally available to the ~~Applicant Contractor~~ the funds necessary to make timely annual payments. ~~Applicant Contractor~~ will hold harmless the District and any person or entity involved in the delivery of water pursuant to this Contract for discontinuance in service due to the failure of ~~Applicant Contractor~~ to maintain the payments herein required on a current basis.

## 5. TERM.

The term of this contract shall be for forty (40) years from January 1<sup>st</sup> of the year in which it is executed.

## 6. ASSIGNMENTS.

A. The Contracted Water shall be beneficially used for the purposes and in the manner specified herein, and this Contract is for the exclusive benefit of the ~~Applicant's Contractor's~~ property and shall inure to the benefit of any successor in interest to the fee title to said property upon written assignment and notice thereof to the District, and subject to ~~proof of eligibility as provided in compliance with~~ the District's Water Marketing Policy ~~for the Elk River Augmentation Plan and the terms of this Contract~~, said assignment to be made using the District's approved ~~assignment~~ form.

B. Upon the sale of the real property to which this Contract pertains, ~~Applicant Contractor~~ has a duty to make the buyer aware of this Contract and of the need to assign the Contract to the buyer. Written notice of assignment to the District shall be necessary for the assignment to become effective. Payment of an assignment fee in an amount determined ~~annually~~ by the Board shall be required ~~as a prerequisite to for the~~ approval of ~~the an~~ assignment.

C. If the Contracted Water will be used for the benefit of land that is now or will hereafter be subdivided or otherwise held or owned in separate ownership

interests, [Applicant Contractor](#) may assign [Applicant's Contractor's](#) rights hereunder only to a homeowners association, property owners association, water district, water and sanitation district or other special district, or other entity properly organized and existing under and by virtue of the laws of the State of Colorado, and then only if such entity establishes to the satisfaction of the District that it has the ability and authority to assure its performance of the [Applicant's Contractor's](#) obligations under this Contract. In no event shall the owner of a portion but less than all of the property served under this Contract have any rights hereunder, except as such rights may exist through an association or special district as above provided.

D. The restrictions on assignment contained herein shall not preclude the District from holding the [Applicant Contractor](#), or any successor to the [Applicant Contractor](#), responsible for the performance of all or any part of the [Applicant's Contractor's](#) covenants and agreements herein contained.

## **7. MULTIPLE OWNERSHIP.**

A. In the event of the division of the property served by this Contract into two or more parcels owned by different persons or entities, in addition to the obligations in Section 6.C. above, the [Applicant Contractor](#) shall give notice to purchasers of any part of the subject property of the obligations of this Contract and shall record such notice in the records of the Clerk and Recorder of the county in which such property is located.

B. If such divided property is to be served by a shared well, as a condition of service under this Contract, all of the owners of such property shall execute and record a well sharing agreement in a form acceptable to the District and provide evidence thereof to the District.

## **8. APPLICANT'S CONTRACTOR'S LEGAL COMPLIANCE.**

A. [Applicant's Contractor's](#) rights under this Contract shall be subject to the Water Marketing Policy for the Elk River [Augmentation Plan](#) and to any Water Service Plan adopted by the District and amended from time to time; provided, that such Policy and Plan shall apply uniformly among water users receiving the same service from the District. [Applicant Contractor](#) shall also be bound by all applicable laws and regulations, including, for example, the provisions of the Water Conservancy Act of the State of Colorado.

B. [Applicant Contractor](#) shall comply with all federal, state, and local governmental laws and regulations in the construction, maintenance, operation, replacement or repair of the facilities required to divert and use water that is augmented pursuant to this Contract. Upon demand of the District, [Applicant Contractor](#) shall provide the District with documentary proof of such compliance.

C. ~~Applicant Contractor~~ shall only charge its water customers, if any, who are supplied based upon the Contracted Water such rates, charges, and fees as are permitted by Colorado law.

D. ~~Applicant Contractor~~ shall not discriminate in availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, national origin, or any other criteria prohibited under state or federal law.

E. ~~Applicant Contractor~~ shall implement and use commonly accepted conservation practices with respect to use of water augmented by the supply allotted under this Contract and shall be bound by any conservation plan hereafter adopted by the District, as the same may be amended from time to time.

## 9. **CONTRACT TERMINATION.**

### A. Termination by District:

1. The District may terminate this Contract for any violation or breach of the terms of this Contract by ~~Applicant Contractor~~, including as provided in Section 4. A., above, regarding delinquent payments.

2. The District may terminate this Contract if, in its discretion, any judicial or administrative proceeding initiated by ~~Applicant Contractor~~ threatens the District's authority to contract for delivery or use of the District's water rights, or threatens the District's permits, water rights, or other interests of the District.

3. The District may terminate this contract if ~~Applicant Contractor~~ opposes any of the District's Water Court applications regarding the District's water rights used for augmentation pursuant to the Augmentation Decree.

B. Termination by Applicant Contractor: ~~Applicant Contractor~~ may terminate this Contract in its entirety for any reason by notifying the District in writing of the termination on or before April 1. Notice by said date will prevent the ~~Applicant's Contractor's~~ liability for the next annual contract charge.

C. Notice to Division Engineer: Upon termination of this Contract by either the District or ~~Applicant Contractor~~, the District will provide notice of such termination to the Office of the Division 6 Engineer, Colorado Division of Water Resources. The District shall have no liability to ~~Applicant Contractor~~ for any administrative or legal action taken by the Division Engineer or other representatives of the State of Colorado to curtail or limit ~~Applicant's Contractor's~~ use of water previously augmented by the Contracted Water under this Contract.

## 10. **FORCE MAJEURE.**

The District shall not be responsible for any losses or damages incurred as a result of the District's inability to perform pursuant to this Agreement due to the following causes if beyond the District's control and when occurring through no direct or indirect fault of the District, including without limitation: Acts of God; natural disasters; actions or failure to act by governmental authorities; unavailability of supplies or equipment necessary to the District's ability to perform; major equipment or facility breakdown; and changes in Colorado or federal law, including, without limitation, changes in any permit requirements.

**11. NOTICES.**

All notices required or appropriate under or pursuant to this contract shall be given in writing mailed or delivered to the parties or sent by internet communication at the following addresses:

Notice to [ApplicantContractor](#)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notice to District

Upper Yampa Water Conservancy District  
Attention: General Manager  
P.O. Box 775529  
Steamboat Springs, CO 80477  
UYWCD@upperyampawater.com

Either Party may by notice given in accordance with this provision change the addresses to which future notices shall be mailed or delivered.

**12. BREACH AND REMEDIES.**

A. In the event of any breach of this Contract by the [ApplicantContractor](#), the District may, in addition to contract termination as provided herein, pursue any additional remedy available to the District against the [Applicant-Contractor](#) in law or in equity. [Applicant-Contractor](#) may do likewise in the event of breach by the District. The prevailing party in any litigation regarding such breach shall be entitled to recovery of its reasonable attorneys' fees.

B. Venue for any dispute regarding this Contract shall be in the District Court for Routt County, Colorado.

**13. RECORDING OF MEMORANDUM.**

In lieu of recording this Water Augmentation Contract, a Memorandum of Water Augmentation Contract will be recorded with the Routt County Clerk and Recorder's Office. The costs of recording the Memorandum shall be paid by ApplicantContractor.

**APPLICANTCONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

**Applicant's Contractor's Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by

\_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

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



**UPPER YAMPA WATER CONSERVANCY  
DISTRICT**

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

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF \_\_\_\_\_ )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, President, Upper Yampa Water Conservancy District.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, Secretary, Upper Yampa Water Conservancy District.

WITNESS my hand and official seal.  
My commission expires: \_\_\_\_\_

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

**DRAFT - For Board Review/Approval**

**Adopted by UYWCD BOD: 07/20/2022**  
**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	
<b>Industrial</b>	Contract Volume (AF)				
	1 to 2000	<b>132.51</b>	<b>139.87</b>	<b>147.23</b>	
		Contract Period (Years or End Date)			
		11 to 40 years	6 to 10 years	1 to 5 years	
<b>New Municipal</b>	Contract Volume (AF)				Municipal contract period terms detailed in section 4 g (i) of Stagecoach Water Marketing Policy
	1 to 2000	<b>86.28</b>	<b>91.08</b>	<b>95.87</b>	
		Contract Period (Years or End Date)			
		Existing Contract Term			
<b>Existing Municipal</b>	Contract Volume (AF)	<b>CP</b>			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)			
<b>Environmental Recreational</b>	Contract Volume (AF)	<b>47.93</b>			
	1 to 2000				
		Contract Period (Years or End Date)			
		11 years to 2041	6 to 10 years	1 to 5 years	
<b>Agricultural</b>	Contract Volume (AF)				
	1 to 2000	<b>30.20</b>	<b>31.88</b>	<b>33.55</b>	
		Contract Period (Years)			
		40 years			
<b>Augmentation</b>	Contract Volume (AF)	<b>223.63</b>			Price Approved by BOD Annually
	1 to 10				
	(Greater than 10 AF requires Approval by UYWCD BOD)	<b>262.00</b>			
	Application Fee	<b>600.00</b>		<b>2000.00</b>	
	Assignment Fee	<b>600.00</b>		<b>600.00</b>	
	Amendment Fee	<b>600.00</b>		<b>600.00</b>	

**REPORT OF GENERAL MANAGER**

**UYWCD WATER CONTRACT:  
BILL GAY AUGMENTATION CONTRACT PROPOSAL**

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## BOARD COMMUNICATION FORM

**From:** Andy Rossi

**Date:** 07/12/22

**Item: Request for Waiver of Augmentation Contract Fees in Exchange for Sickles Spring #2 Water Right by William Gay**

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### **I. Request/Issue and Background Information:**

William Gay requests the waiver of fees associated with an Upper Yampa Water Conservancy District (UYWCD) Yampa River Augmentation Supply Contract in Stagecoach Reservoir for three ponds included in a development proposal at 28725 Routt County Road 18 in exchange for the transfer of ownership of the water right for Sickles Spring #2.

### **II. Summary and Alternatives:**

William Gay and Alpen Glow Ranch are pursuing the authorizations and permits required for a proposed development at 28725 Routt County Road 18 (Map Attached). Mr. Gay requests a waiver of all fees, both application and annual water contract charges, in exchange for the direct transfer of ownership of the water right for Sickles Spring #2. The proposed development plan is currently being considered for authorization by the Routt County Planning Department. The proposed development site is within the service area of the UYWCD Yampa River Umbrella Augmentation Plan and the UYWCD staff determined that the three ponds can be covered by a new Stagecoach Reservoir augmentation water supply contract. Preliminary draft calculations completed by the UYWCD staff indicate that the total cost of the annual contract charges for a new augmentation supply to cover the three proposed ponds is approximately \$21,468 (2022 \$s and annual \$/AF contract price, no future value adjustments included, 40-year term). Application and Recording fees for the augmentation supply contract will be \$630.

Sickles Spring #2 is located on property owned by the UYWCD, adjacent to Stagecoach Reservoir. The UYWCD owns the rights to two springs in the same area (Sickles Spring #s 1 and 3). In 2021, the UYWCD obtained all rights to Sickles Spring #1 and the revisionary right to Sickles Spring #2 from Trout 123, LLC as part of the purchase agreement for the Sickles West



property. All three Sickles Springs are located on the “Grazing Lease” portion of the Stagecoach property.

**III. Staff Recommendation:**

Consider Mr. Gay’s request for the waiver of all fees, both application and annual water contract charges, in exchange for the direct transfer of ownership of the water right for Sickles Spring #2.

The requested waiver of fees (contract and application) for the direct transfer of the Sickles Spring #2 Water Right is not an equitable financial exchange. The waiver of fees may be considered based on the proposed Alpen Glow project public benefit.

**IV. Legal Issues:**

UYWCD Bylaws

**V. Consistency with Board Goals and Policies:**

UYWCD SP Objective 4.2

**Attachments:**

Map 1 – Alpen Glow Proposed Development w/ponds,  
Map 2 – Sickles Springs,  
Agreement Trout 123 and UYWCD.

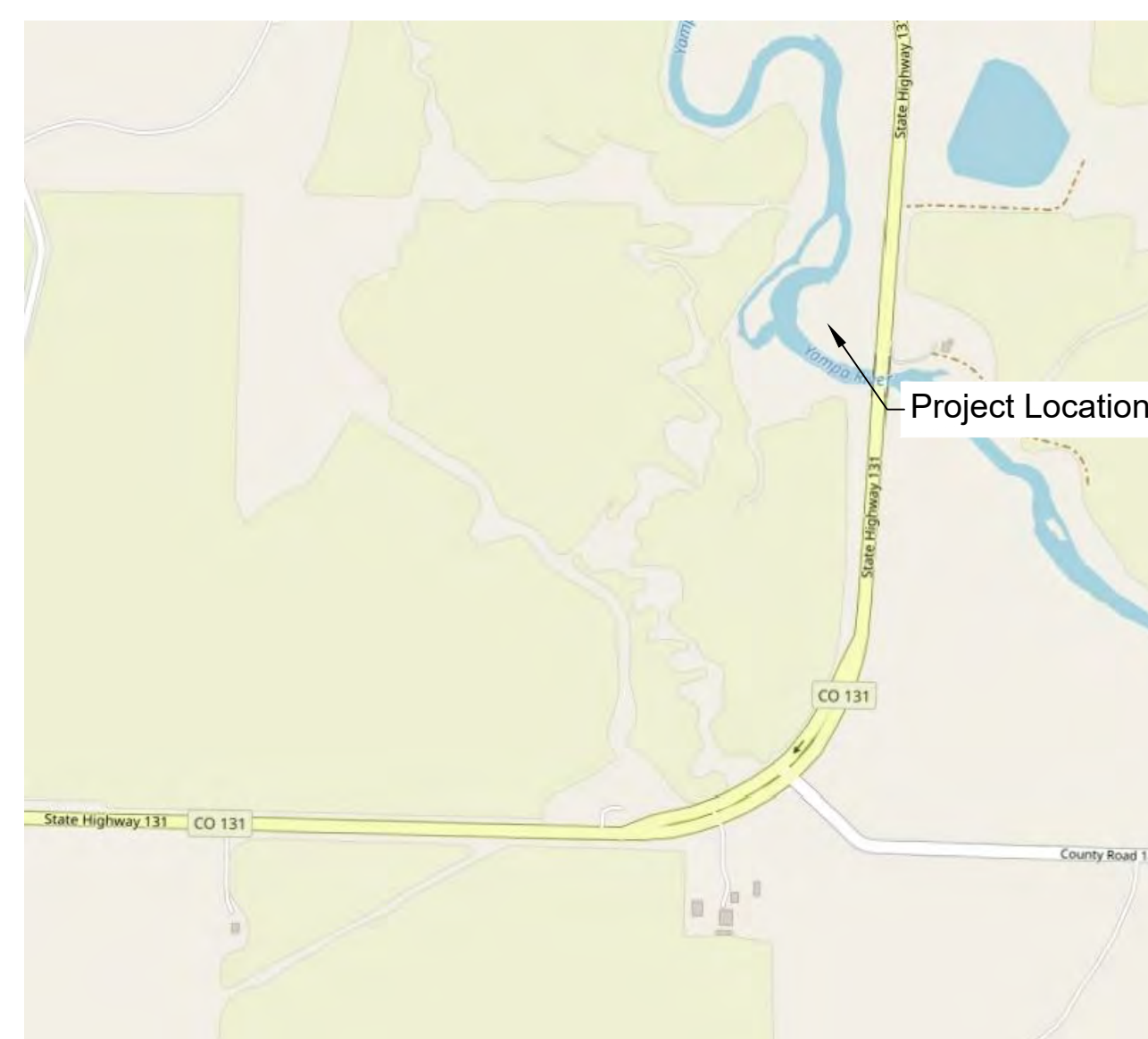
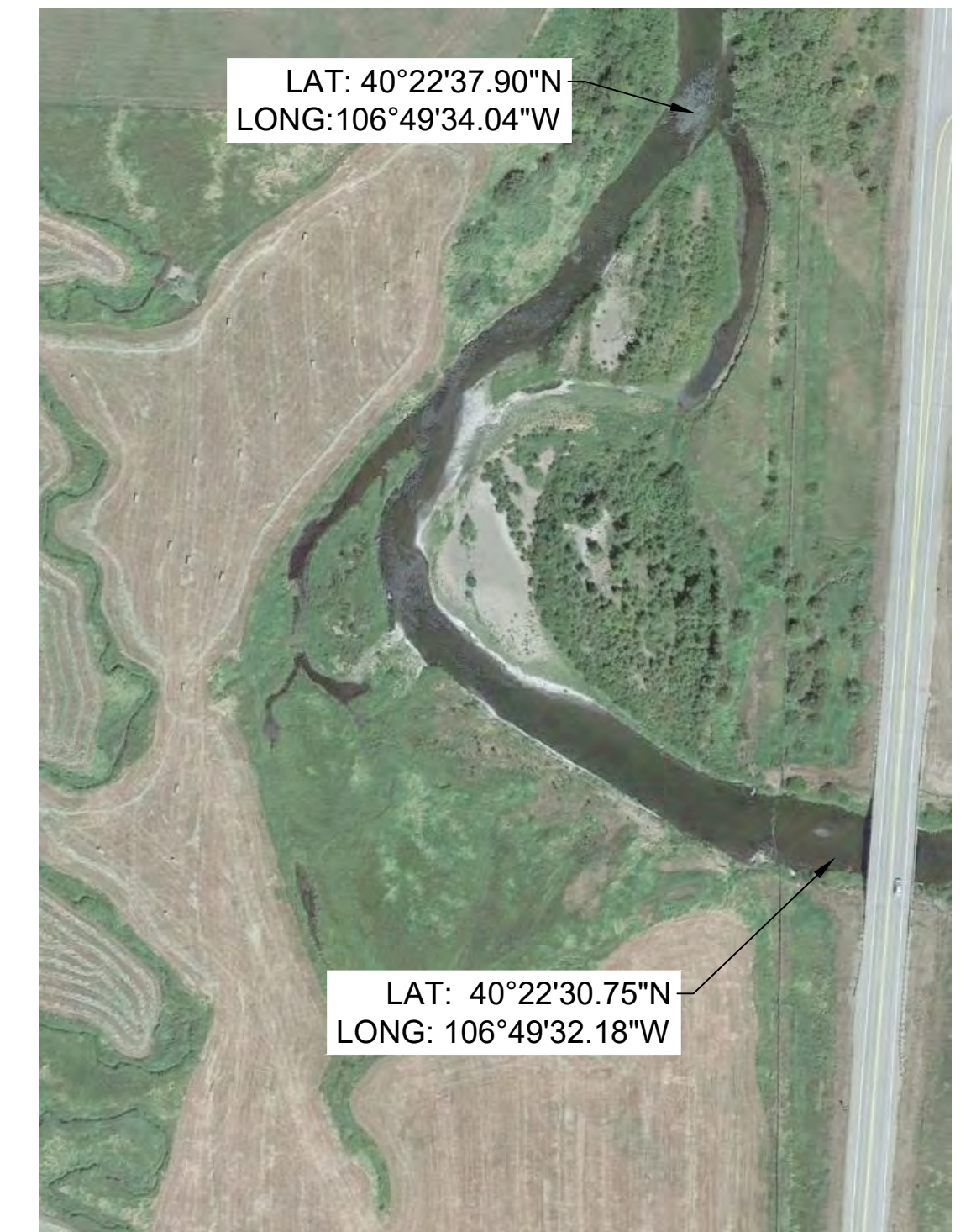
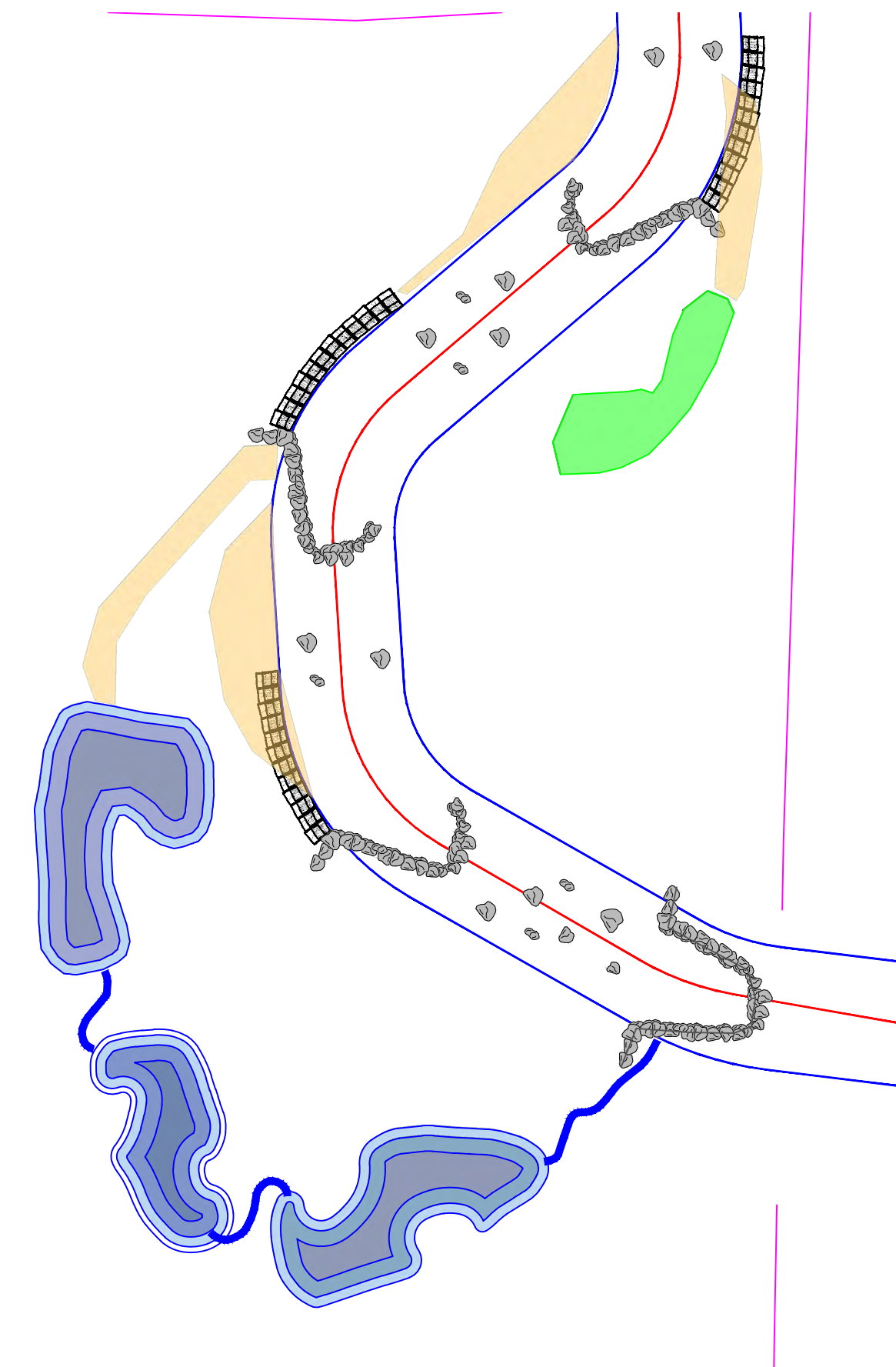
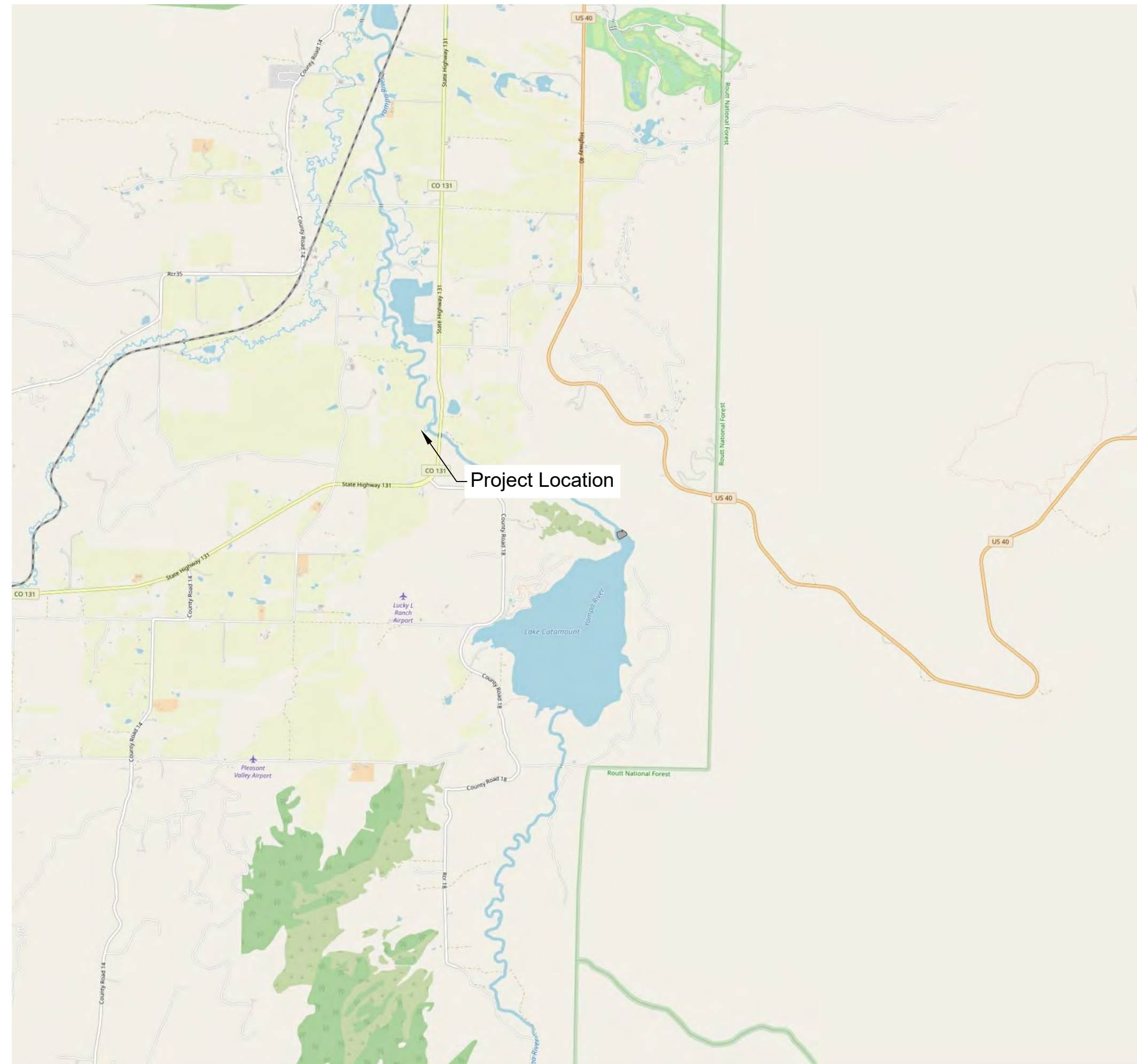
NOT FOR CONSTRUCTION

# APLEN-GLOW AND BILL GAY YAMPA RIVER RESTORATION DESIGN

STEAMBOAT SPRINGS, CO

ROUTT COUNTY

08/27/2021



### INDEX SHEET

- 1 PROJECT OVERVIEW SHEET
- 2 SITE PLAN VIEW
- 3 PLAN AND PROFILE 0+00 - 8+00
- 4 PLAN AND PROFILE 8+00 - 10+80
- 5 VOLUME CUT/FILL SHEET
- 6 CROSS-SECTION SHEET 0+00 - 8+00
- 7 CROSS-SECTION SHEET 8+00 - 10+80
- 8 STREAM DETAIL SHEET

APLEN GLOW  
BILL GAY  
STEAMBOAT SPRINGS



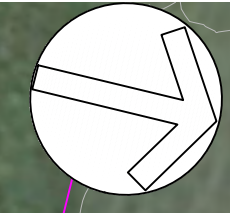
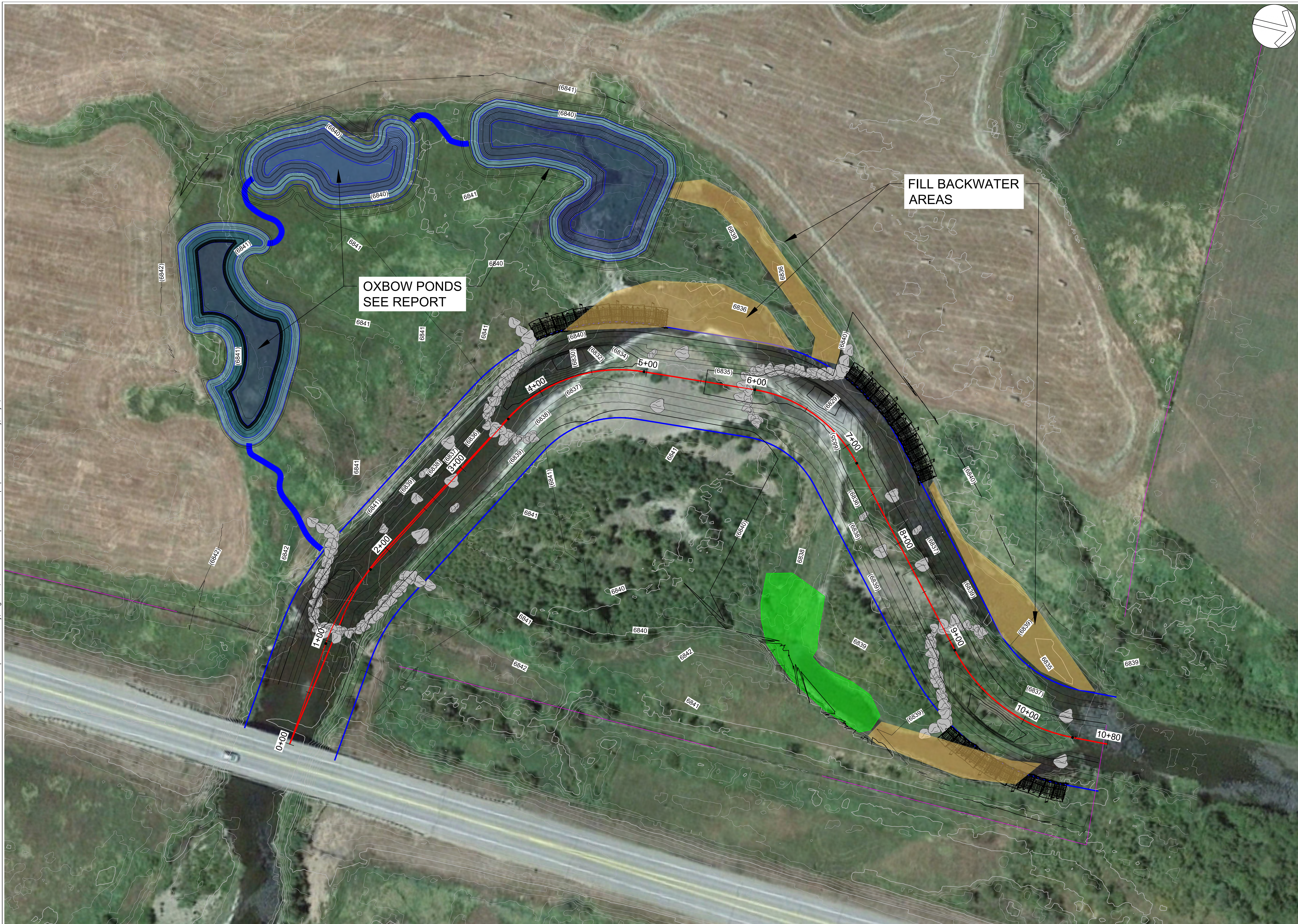
WILDLAND HYDROLOGY  
11210 N County Road 19  
Fort Collins, CO 80524

FOR REVIEW ONLY  
NOT FOR  
CONSTRUCTION





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OXBOW PONDS  
SEE REPORT

FILL BACKWATER  
AREAS

APPROVED BY: BR	CHECKED BY: BR	DRAWN BY: MUG
REV	DESCRIPTION	APPROV
1	30% DESIGN PLAN SET FOR H&H MODELING	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX
XX	XX	XX

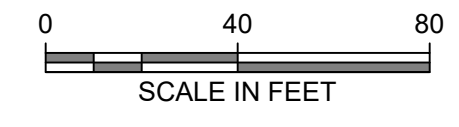
APLEN-GLOW AND BILL GAY  
 YAMPA RIVER RESTORATION DESIGN  
 STEAMBOAT SPRINGS, CO  
 ROUTT COUNTY  
 NOT FOR CONSTRUCTION  
 30% DESIGN PLAN SET  
 RESTORATION SITE PLAN VIEW



WILDLAND HYDROLOGY  
 11210 N County Road 19  
 Fort Collins, CO 80524  
 970-568-0002

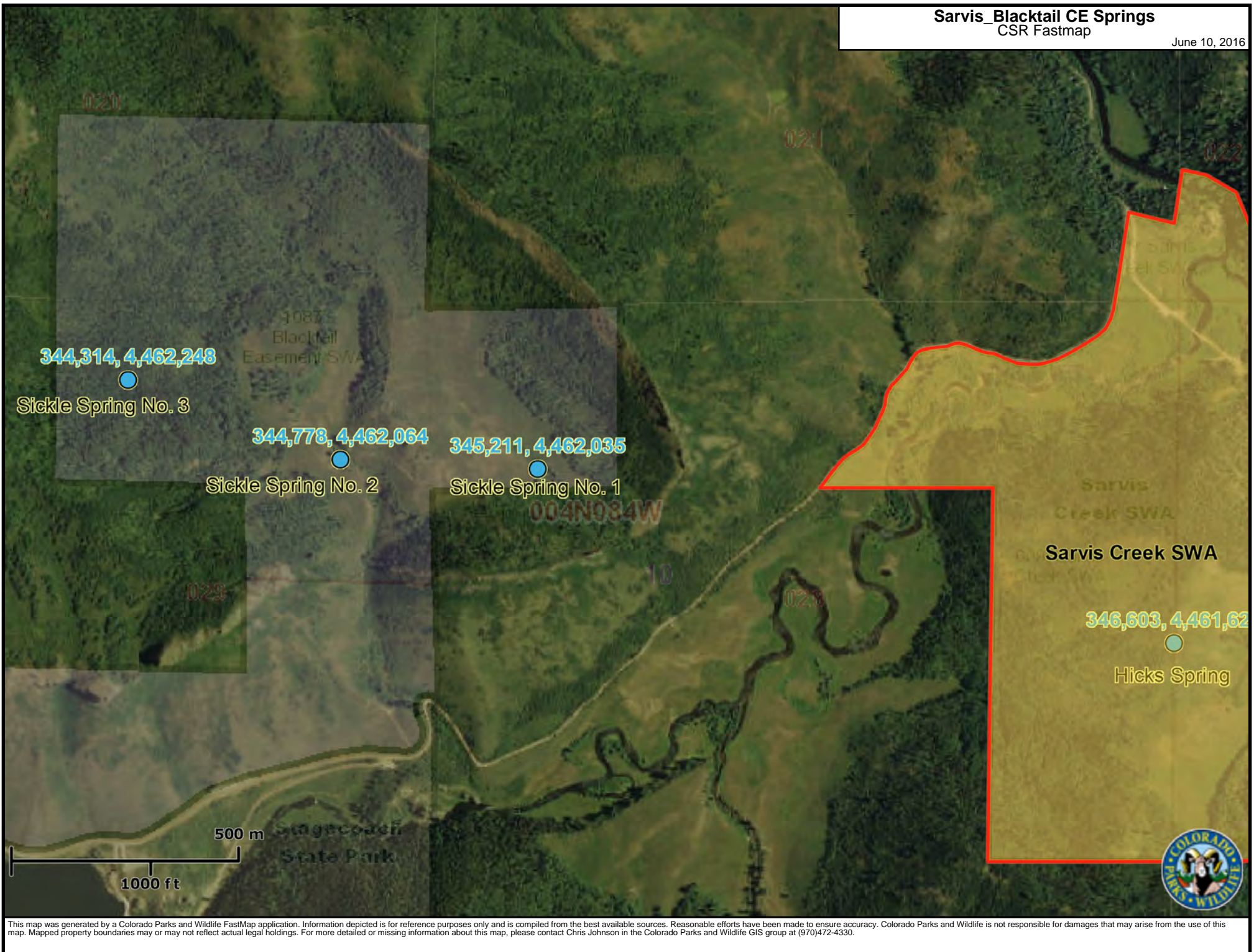


DATE: 08/27/2021  
 SCALE (34"X22"): 1" = 40'  
 SCALE (17"X11"): 1" = 80'



SHEET NUMBER  
 2 OF 8





## BARGAIN AND SALE DEED

**KNOW ALL MEN BY THESE PRESENTS**, that **TROUT 123, LLC, A COLORADO LIMITED LIABILITY COMPANY** ("Grantor"), for the consideration of Ten and No/100 Dollars (\$10.00), in hand paid, hereby sells and conveys (without warranties) to the **UPPER YAMPA WATER CONSERVANCY DISTRICT** ("Grantee") whose address is PO Box 775529, Steamboat Springs, CO 80488.

All water rights located on or appurtenant to the property described as SW1/4NE1/4 IN SECTION 29, TOWNSHIP 4 NORTH, RANGE 84 WEST OF THE 6TH P.M., COUNTY OF ROUTT, STATE OF COLORADO, and the following water rights:

Sickles Spring No. 1. Any and all interest in and to Sickles Spring No. 1, including the entirety of the Sickles Spring No. 1 water right decreed for 0.033 cfs on January 12, 1989, in Case No. 88CW42, in the District Court in and for Water Division 6, State of Colorado, said water right having a decreed date of appropriation of June 1, 1948.

Sickles Spring No. 2. Any and all interest in and to Sickles Spring No. 2, including the entirety of the Sickles Spring No. 2 water right decreed for 0.033 cfs on January 12, 1989, in Case No. 88CW42, in the District Court in and for Water Division 6, State of Colorado, said water right having a decreed date of appropriation of June 1, 1948, and further including all reversionary rights in such Sickles Spring No. 2 water right of Grantor created under that certain Bargain and Sale deed recorded at Reception No. 775836 of the Routt County records.

Signed and delivered this 27<sup>th</sup> day of October 2021.

TROUT 123, LLC, A COLORADO LIMITED  
LIABILITY COMPANY

BY: 

[NOTARY ON FOLLOWING PAGE]

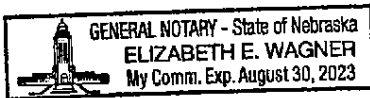
STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2021, by Bruce E. Grewcock, as Manager of Trout 123, LLC a Colorado limited liability company.

Witness my hand and official seal.

{SEAL}

Elizabeth E. Wagner  
Notary Public  
My commission expires: August 30, 2023



**BARGAIN AND SALE DEED**  
**WATER RIGHTS**

THIS BARGAIN AND SALE DEED is made as of December 30, 2016, between **TROUT 123, LLC**, a Colorado limited liability company, whose legal address is 1125 South 103<sup>rd</sup> Street, Suite 800, Omaha, NE 68124 ("Grantor"), and **WILLIAM W. GAY** ("Grantee"), whose legal address is 32885 RCR 18-C, Steamboat Springs, CO 80487.

GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, has sold and conveyed, and by these presents does hereby sell and convey unto Grantee, his heirs, successors and assigns forever, the following water, water right, spring and spring right, together with all structures used for or associated with the diversion, conveyance, measurement, storage, or use of the water and right, whether or not adjudicated, and all easements, rights of way, licenses, permits, contract rights and governmental approvals therefor or pertaining thereto:

Sickles Spring No. 2. Any and all interest in and to Sickles Spring No. 2, including the entirety of the Sickles Spring No. 2 water right decreed for 0.033 cfs on January 12, 1989, in Case No. 88CW42, in the District Court in and for Water Division 6, State of Colorado, said water right having a decreed date of appropriation of June 1, 1948.

**TOGETHER** with any and all hereditaments and appurtenances thereto belonging, or in anywise appertaining to the water and water right, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity of, in and to the above bargained water, water right and right to water.

**SUBJECT** to the condition that (i) Grantor shall retain a reversionary interest in the above-described Sickles Spring No. 2 and (ii) upon the death of Grantee, if not sooner reconveyed by Grantee to Grantor, the above-described Sickles Spring No. 2 shall revert to Grantor upon the recordation of the death certificate of Grantee. In the event that Grantee conveys the above-described Sickles Spring No. 2 to any third party prior to Grantee's death, or by instrument upon Grantee's death, then any such third party shall be subject to the reversionary interest of Grantor as set forth herein.

THIS DEED is dated as of the day and year first above written.

**GRANTOR:**

TROUT 123, LLC, a Colorado limited liability company



By: Bruce E. Grewcock

Its: Manager

STATE OF Nebraska )  
 ) ss.  
COUNTY OF Douglas )

The foregoing Bargain and Sale Deed Water Rights was subscribed, sworn to and acknowledged before me by Bruce E. Grewcock, as Manager of Trout 123, LLC, a Colorado limited liability company.

Witness my hand and official seal this 13 day of December, 2016.

Cheryl R. Gardner  
Notary Public

My commission expires: March 3, 2017



**ACKNOWLEDGEMENT OF REVERSIONARY RIGHT**

By accepting this Bargain and Sale Deed Water Rights for the above-described Sickles Spring No. 2, the undersigned Grantee acknowledges the reversionary interest retained by Grantor and agrees that any third party (other than Grantor) receiving title from Grantee to the above-described Sickles Spring No. 2 shall take title subject to such reversionary rights.

**GRANTEE:**

William W. Gay  
William W. Gay

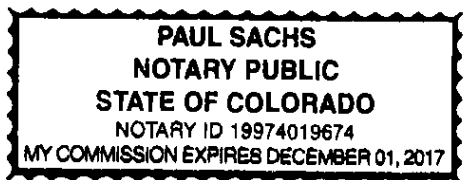
STATE OF COLORADO )  
 ) ss.  
COUNTY OF ROUTT )

The foregoing Acknowledgement of Reversionary Right set forth in this Bargain and Sale Deed Water Rights was subscribed, sworn to and acknowledged before me by William W. Gay.

Witness my hand and official seal this 30<sup>th</sup> day of December, 2016.

Paul Sachs  
Notary Public

My commission expires: December 1, 2017







## BOARD COMMUNICATION FORM

**From:** Andy Rossi, General Manager

**Date:** 07/12/22

**Item:** 2022 Upper Yampa Water Conservancy District (UYWCD) Strategic Plan review

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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### I. Request/Issue and Background Information:

2022 Upper Yampa Water Conservancy District (UYWCD) Strategic Plan review, Work Plan review, and proposed schedule for the 2023 update for the UYWCD Strategic Plan is presented for consideration by the UYWCD Board of Directors (BOD).

### II. Summary and Alternatives:

The UYWCD Strategic Plan will be regularly reviewed and updated as appropriate by the UYWCD BOD and staff. A review of the 2022 UYWCD Strategic Plan is presented. This review includes updates on the UYWCD work efforts in the first half of 2022 associated with the goals identified in the 2022 Strategic plan.

### III. Staff Recommendation:

The UYWCD Strategic plan is intended to be a living document. Therefore, the UYWCD staff recommend that the information contained in this review of the work efforts associated with the UYWCD Strategic Plan goals be considered as the basis for the development of the 2023 UYWCD Strategic Plan. Along with identified 2022 work efforts, the status of the Potential New Tasks identified for inclusion in 2022 UYWCD Strategic Plan are indicated in the review. The status of these efforts is presented in four categories:

- Identified: Priority identified by UYWCD
- Planning: UYWCD is planning for implementation of identified items/strategies
- Implementing: UYWCD is actively working on this item/strategy
- Complete/Active: Task has been completed and/or incorporated into UYWCD ongoing work efforts.



Potential new tasks indicated as Planning, Implementing, and/or Complete will be included in the History, Current Work and Current Plans category in the 2023 UYWCD Strategic Plan. Potential new tasks indicated as still Identified, and not Implemented and/or Completed will be evaluated for possible inclusion in work efforts for the remainder of 2022 or retained for consideration and budgeting for 2023.

The 2022 Strategic plan will be referenced as the foundational document for the development of the 2023 UYWCD Budget and 2023 UYWCD Strategic Plan updates. Both the 2023 UYWCD Budget and Strategic Plan updates will be prominent topics for discussion during the October 19, 2022, UYWCD BOD Retreat. Therefore, the UYWCD staff recommends the following schedule for the update of the UYWCD Strategic Plan for 2023:

- September 22, 2022, regular BOD Meeting: Request formation of UYWCD BOD Strategic Plan Update Committee. Committee to meet week of September 26, 2022, to draft document to solicit input on updates to Strategic Plan for inclusion in 2023 UYWCD Strategic Plan update. The 2022 UYWCD Strategic Plan will serve as the first DRAFT of the 2023 UYWCD Strategic Plan.
  - Alternate Schedule: Request formation of Strategic Plan Update Committee now. Committee to hold first meeting week of August 22, 2022.
- October 19, 2022, UYWCD BOD Retreat: UYWCD Strategic Plan update discussion with full UYWCD BOD, including input received to date. Direction provided by UYWCD BOD will be incorporated into new DRAFT of 2023 UYWCD Strategic Plan.
- November 16, 2022, Regular UYWCD BOD Meeting: Present final DRAFT of 2023 UYWCD Strategic Plan for adoption by UYWCD BOD.

#### **IV. Legal Issues:**

NA

#### **V. Consistency with Board Goals and Policies:**

UYWCD Strategic Plan 10.2

#### **Attachments:**

2022 UYWCD Strategic Plan Six-Month Summary Review



# UYWCD Strategic Plan - Supplemental Chart for 2022 and 2022 Internal Work Planning

DRAFT Six-Month Review 07/20/2022

Objective	History and Past Work (Through 2021)	Potential New Tasks	Department	2022 Work Efforts: All Completed and/or Implemented Work Tasks Will be Included in History and Past Work for 2023 Strategic Plan	Status of 2022 Potential New Tasks
<b>1. Upper Yampa Basin water resources and local water uses are protected from transbasin diversions and Compact administration that would adversely impact those water resources and uses.</b>					
1.1	<p><b>Develop District understanding and policies to address Big River issues</b></p> <ul style="list-style-type: none"> <li>• Communications Director is attending multiple state-wide and regional water planning group meetings as a representative of the UYWCD. Completed the WECO Water Fluency Program in 2020.</li> <li>• Risk Study Analysis of Yampa Doctrine and Equitable Apportionment Complete, UYWCD Staff to recommend next steps with UYWCD BOD input.</li> <li>• UYWCD represented on Basin Roundtable Big River Subcommittee by K. Brenner, H. Kirkpatrick. Regular reports provided to UYWCD BOD as necessary.</li> <li>• IBCC negotiations will be monitored proactively. The UYWCD needs to formalize organization approach to ensure that Yampa Basin interests and science to assist with the 2020-2026 Colorado River Interim Guidelines Renegotiations</li> <li>• UYWCD is actively monitoring CWCB and State Water Plan activities through attendance and representation at regional planning groups.</li> <li>• Legislative Activities are being monitored through Colorado Water Congress State Affairs Committee, and UYWCD Board Member Reports. Updates provided to UYWCD BOD at regular UYWCD BOD meetings.</li> <li>• General Manager will propose a plan and schedule for the continued development of UYWCD positions on state-wide, Big River issues following presentation of Risk Analysis study at UYWCD July BOD meeting.</li> </ul>	<p><b>Invite Regional/State Experts to give public presentations on Big River Issues: Demand Management, CO River Compact Interim Guidelines</b></p>	<ul style="list-style-type: none"> <li>• External affairs</li> <li>• Legal</li> <li>• Board</li> </ul>	<ul style="list-style-type: none"> <li>• Lower Colorado River Basin State Tour rescheduled for November 2022, General Manager plans to attend.</li> <li>• UYWCD staff attended Upper Colorado River basin Tour in June, 2022.</li> <li>• CWCB staff invited to UYWCD BOD meeting to present update on State Water Plan.</li> </ul>	<b>Implementing</b>
1.2	<p><b>Prevent out-of-District transfers of water that could have adverse impacts for the District and its constituents</b></p> <ul style="list-style-type: none"> <li>• Legal Staff is monitoring resumes and reports are provided to UYWCD BOD at regular UYWCD BOD meetings</li> <li>• Legal staff reviews all UYWCD water contracts. Most 2020 activity has been focused on Yamcolo agricultural contracts. Proposed CWT Stagecoach contract will be reviewed before presented to UYWCD BOD for authorization.</li> <li>• Legal staff is engaged in activities in 1.1 as needed and at the request of UYWCD General Manager.</li> </ul>	<p><b>Lobby legislature, in response to Big River Issues (State and Federal Representatives).</b></p>	<ul style="list-style-type: none"> <li>• External affairs</li> <li>• Legal</li> <li>• Board</li> </ul>	<ul style="list-style-type: none"> <li>• Monitoring Water Horse project opposition will continue for remainder of 2022.</li> <li>• UYWCD Special Counsel provides reports/updates on water resumes and pertinent water law items at regular UYWCD BOD meetings.</li> </ul>	<b>Implementing</b>
<b>2. District's infrastructure is safe and maintained, or improved as needed, to serve the needs of the District.</b>					
2.1	<p><b>Ensure sufficient funds to maintain and/or improve our infrastructure</b></p> <ul style="list-style-type: none"> <li>• Annual Budgets for O&amp;M activities are adequate to date.</li> <li>• Annual Budgets for capital activities is adequate for Stagecoach and Yamcolo Reservoirs. Future budgets for capital improvements for the Stillwater Ditch will be expanded.</li> <li>• Facilities reserves included in approved annual budgets.</li> <li>• Facilities maintenance and improvement plan implementation is ongoing with progress reports provided by District Engineer at UYWCD BOD regular meetings. Reports are included in public materials distributed for UYWCD BOD meetings.</li> </ul>	<p><b>Funds designated for new facilities/project construction, including Water Quality funds in update of 30-year maintenance plan for Stagecoach.</b></p>	<ul style="list-style-type: none"> <li>• Facilities</li> <li>• Finance</li> <li>• Board</li> </ul>	<ul style="list-style-type: none"> <li>• 2022 Budget for facilities O&amp;M is adequate to date.</li> <li>• 2022 Budget for capital improvements is adequate to date.</li> <li>• Facilities reserves are included in annual approved budget.</li> <li>• UYWCD staff completed emergency repairs to Stillwater Ditch in June, 2022. Long-term repair solutions to be included in proposed 2023 budget.</li> <li>• Union Ditch Headgate repairs construction start date: September 2022.</li> <li>• Additional Capital Projects planned for 2022.</li> <li>• Planning for 2023 capital projects underway.</li> </ul>	<b>Implementing, Complete</b>

**UYWCD Strategic Plan - Supplemental Chart for 2022 and 2022 Internal Work Planning**

**DRAFT Six-Month Review 07/20/2022**

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2.2	<b>Initiate or support efforts to address algae and other water quality issues in Stagecoach Reservoir</b>	<ul style="list-style-type: none"> <li>UYWCD staff and board members continue to be active participants in the Watershed Group. The UYWCD is the fiscal agent for water quality study grant. UYWCD Director Halliday is the project manager for the Nutrient and Water Quality Study.</li> <li>UYWCD continues to participate in the baseline long term water quality monitoring effort through Routt County Department of Health as a fiscal partner. UYWCD staff maintain a working relationship with USGS regional staff.</li> <li>UYWCD continues water quality monitoring as part of 401 water quality certification. Next round of data collection for 401 requirements scheduled as required. New WQ Data collection in 2020 in response to CDPHE rule making process.</li> <li>CPW monitoring efforts at Stagecoach State Park are ongoing in 2020. UYWCD District Engineer is in direct communication with Stagecoach State Park Manager and CPW water quality staff.</li> <li>Temperature string deployment and DO monitoring continues uninterrupted at Stagecoach Dam in 2020. Monthly data reports filed with FERC by District Engineer.</li> <li>Upper Yampa River Basin Nutrient and Water Quality USGS Study Complete.</li> <li>Successful delisting of Stagecoach Reservoir from CDPHE Reg 93 Lead Standard.</li> <li>CPW WQ testing program at Stagecoach Reservoir is ongoing.</li> <li>Morrison Creek Water and Sanitation District Mixing Zone Study completed with financial assistance from UYWCD.</li> </ul>	<b>Engage with CPW to develop long-term Water Quality monitoring program and Media/Public Outreach campaign at Stagecoach Reservoir. Water Quality monitoring program should include necessary actions/responses.</b>	<ul style="list-style-type: none"> <li>Planning?</li> <li>Facilities</li> <li>Board</li> <li>Finance</li> </ul>	<ul style="list-style-type: none"> <li>WQ initiatives at Stagecoach planned, including UY Watershed Group WQ Study are underway.</li> <li>All UYWCD regulatory water quality monitoring continues uninterrupted.</li> <li>UYWCD continues water quality monitoring as part of 401 water quality certification. Next round of data collection for 401 requirements scheduled as required. Contract for WQ Data collection in 2022 for next CDPHE rule making process in place, sampling underway.</li> <li>UYWCD hired outside consultant to monitor and advise response to upcoming implementation of new Lake and Reservoir Nutrient regulations.</li> <li>WQ monitoring station installed on UYWCD property in upland area adjacent to SC Reservoir.</li> <li>UYWCD is successfully enrolled in the NASA DEVELOP program at CSU to test and research satellite remote sensing of algae blooms in lakes and reservoirs in the Yampa River Basin. 10-week research program will conclude in August 2022. Final Report will be distributed by project team.</li> </ul>	Implementing, Complete
2.3	<b>Ensure integrity and safety of dams</b>	<ul style="list-style-type: none"> <li>FERC-required emergency action plan updates, reporting, and exercises are on schedule for 2020.</li> <li>Stagecoach Dam 2020 annual inspections by FERC pending FERC Covid protocol requirements. Stagecoach Dam CDWR Dam Safety Inspection Scheduled for August 2020. Yamcolo Dam CDWR Dam Safety Inspection complete. UYWCD District Engineer and CDWR Dam Safety Division are coordinating on an update to the Yamcolo Dam seepage monitoring program.</li> <li>Stagecoach Dam Part 12 inspection completed in 2019. Follow up item(s) responses filed with FERC June 2020.</li> <li>UYWCD has contracted with AECOM for compliance with new FERC requirement for outside review of Owner's Dam Safety Plan. Review, report and recommendations to be filed with FERC in December 2020. UYWCD was an active participant in the Routt County Hazard Mitigation Plan development.</li> <li>Stagecoach Dam Part 12 inspection completed in 2019. Follow up item(s) responses filed with FERC June 2020.</li> <li>Completed FERC Audit of Owner's Dam Safety Plan. UYWCD was an active participant in the Routt County Hazard Mitigation Plan development.</li> </ul>		<ul style="list-style-type: none"> <li>Facilities</li> </ul>	<ul style="list-style-type: none"> <li>FERC-required emergency action plan updates, reporting, and exercises are on schedule for 2022. Functional Exercise scheduled for 2022.</li> <li>Regulatory agencies safety programs compliance ongoing/annual.</li> <li>FERC in-person dam safety inspections resumed in June 2022.</li> </ul>	Complete, Implementing
2.4	<b>Ensure safe work environment for all UYWCD employees and visitors</b>	<ul style="list-style-type: none"> <li>Implementation of recommendation from 2014 safety review (safety procedures, equipment, documentation) is ongoing at all UYWCD facilities. Safety protocols have been modified in response to Covid development. UYWCD facilities staff designated as Critical Infrastructure Employees. Coordination with FERC staff has been modified to comply with additional request and reporting as determined by FERC Covid protocols. FERC Covid protocol updates ongoing in response to changing conditions.</li> <li>Stagecoach control systems upgrades completed in 2021.</li> </ul>	<b>Explore connectivity upgrades for all UYWCD facilities, including UYWCD offices.</b>	<ul style="list-style-type: none"> <li>Facilities</li> <li>Legal</li> </ul>	<ul style="list-style-type: none"> <li>Fiber optic connectivity to Stagecoach Dam possible in next 5 years, pending YVEA infrastructure installation.</li> <li>Yamcolo monitoring equipment upgrades ongoing, remote monitoring connectivity installation underway in 2022.</li> </ul>	Complete, Implementing
2.5	<b>Maintain Stagecoach as a public recreation facility</b>	<ul style="list-style-type: none"> <li>CPW Stagecoach master plan infrastructure improvements continue in 2020 with substantial electrical power infrastructure upgrades at Stagecoach State Park. UYWCD staff coordinated with CPW on permitting and project development for planned upgrades. Construction scheduled for summer of 2020.</li> <li>CPW provides regular updates of annual activities through communications with the District Engineer.</li> <li>First meetings with CPW representatives completed.</li> <li>UYWCD General Counsel reviewed legal standards updates to CPW-UYWCD Lease agreement.</li> </ul>	<b>Schedule meetings with CPW in 2022 to continue renegotiation of Stagecoach lease.</b>	<ul style="list-style-type: none"> <li>Facilities</li> </ul>	<ul style="list-style-type: none"> <li>Renewal of Stagecoach UYWCD-CPW Lease underway. Continued dialog and meetings scheduled for remainder of 2022.</li> </ul>	Implementing

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<b>3. District is financially sustainable and able to meet its stated goals.</b>					
3.1	<p><b>Develop short- and long-term financial planning to support District goals</b></p> <ul style="list-style-type: none"> <li>• Annual budget by department approved for 2020. New projects approved by the Board in 2020 recognized and incorporated through a budget amendment. 2021 budget development cycle to begin in August 2020. Year-to-date budget statutory deadlines met and year-to-come planned on-schedule.</li> <li>• Accurate accounting and financial reporting is a continuous process performed by the UYWCD staff. Budget comparisons and financial information reported to UYWCD BOD by the Chief Accountant at regular meetings. Additional financial reports are provided to BOD and staff as appropriate.</li> <li>• Contract negotiations for Yamcolo and Stagecoach Reservoir water storage agreements are one of the highest priorities of the UYWCD. UYWCD staff, BOD, and legal counsel have dedicated significant hours and resources to these efforts in 2020.</li> <li>• Completion of a state-wide search of a new auditor. New auditor specialized in local government auditing. Service costs under budget.</li> <li>• The Chief Accountant led the District's first audit executed entirely online. The audit was extensive and very detailed, as expected with a new auditor, first year audit.</li> <li>• Annual audit of 2019 financials completed successfully, with very minor adjustments. Audit of 2020 financials scheduled, adhering to BOD's decision in September 2020 to either rehire Mayberry &amp; Co or search for another auditor.</li> <li>• Improvements to accounting procedures are currently being implemented through a full review and restructure project with the assistance of an outside consultant. UYWCD deployed beta version of account system in July 2020. New system to be fully operational and adopted as standard procedure by August 2020. In response to Covid development, implemented fully online banking procedures and internal processes with double authentication verification in adherence of separation of financial roles as required by audited best practices and by District bylaws.</li> <li>• Migration of daily banking to MVB complete, all WF checking accounts closed.</li> <li>• Upon change in Management, signatory privileges of all District bank accounts updated.</li> <li>• UYWCD documentation of formal financial policies is part of revised accounting procedures and legal requirements of UYWCD.</li> <li>• Potential future decrease in tax revenues based on changes in energy industry have been identified and reported by the Chief Accountant multiple times. Assessment of future impacts to the UYWCD will be re-examined as new information is available.</li> <li>• Migration of Accounting systems to match new budget structure, complete.</li> <li>• Financial analysis of District's cost centers with 2019 audited financials, complete.</li> <li>• Cost-based water price analysis with 2019 audited actuals, complete.</li> <li>• District-wide pricing model to be finalized after permanent replacement of UYWCD General Manager complete.</li> <li>• Internal financial accounting systems and controls update complete</li> <li>• UYWCD Budget re-formatting for alignment with updated internal financial accounting system complete</li> <li>• Migrated payment systems from paper to fully electronic, including a double authentication process and double electronic signatures in compliance with bylaws and governmental accounting best practices requiring increased separation of roles.</li> <li>• Annual audit of 2020 financials completed successfully, with very minor adjustments. Audit of 2021 financials scheduled.</li> <li>• Stagecoach Reservoir Water Marketing Policy complete.</li> </ul>	<p><b>Develop Long-term financial planning methodology (e.g. 5, 10 , 20yr, determine assumptions)</b></p>	<ul style="list-style-type: none"> <li>• Finance</li> <li>• Board</li> <li>• All Departments</li> </ul>	<p><b>• Yamcolo Reservoir Water Marketing Policy drafting started, policy finalization pending outcome of water rights diligence and abandonment proceedings. Policy adoption planned for late 2022.</b></p>	<b>Completed, Implementing</b>
3.2	<p><b>Clarify District's business model, including the propriety, tenure, and extent of use of tax revenue with respect to contract pricing</b></p> <ul style="list-style-type: none"> <li>• 2020 approved budget was structured to identify facilities' direct and indirect operating costs.</li> <li>• Migration of Accounting systems to match new budget structure, complete.</li> <li>• Financial analysis of District's cost centers with 2019 audited financials, complete.</li> <li>• Cost-based water price analysis with 2019 audited actuals, complete.</li> <li>• District-wide pricing model to be finalized after permanent replacement of UYWCD General Manager complete.</li> </ul>	<p><b>Clarify financial structure of UYWCD budget incorporating tracking of revenue stream support of UYWCD facilities and programs.</b></p>	<ul style="list-style-type: none"> <li>• Finance</li> <li>• Board</li> </ul>		

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<b>4. All in-basin beneficial vested water uses in the District are protected, consistent with policy statements above.</b>					
4.1	<p><b>Formalize and consider expanding District's grant program</b></p> <ul style="list-style-type: none"> <li>UYWCD was granted \$100,000 in Water Supply Reserve Funds from the Basin Roundtable in January 2020. Marketing efforts include collaboration with outside agencies, local publications, and advertisements through local media including print and radio. The Diversion Infrastructure Improvement Project has received an influx of interested applicants who plan to complete projects in the coming months.</li> <li>A streamlined application process for the Diversion Infrastructure Improvement Project is currently in place. Reimbursement procedures for matching WSRF monies will be established with the first payment request submitted in July 2020.</li> <li>UYWCD staff is collaborating with local working groups and outside agencies to identify potential projects that could benefit from UYWCD grant fund.</li> <li>Approximately \$25,000 of grant funds awarded in first 6 months of 2021.</li> </ul>	<p><b>Continue Infrastructure grant program with expansion to local reservoirs and stream gaging. Define explicit funding amount for non-infrastructure grant program (\$50,000 per year).</b></p>	<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li><b>\$75,000 Non-Infrastructure Grant Pilot Program authorized to continue in 2022 by UYWCD BOD.</b></li> <li><b>First iteration of grant program administration finalized and UYWCD accepting requests for grant funding.</b></li> </ul>	<b>Implementing</b>
4.2	<p><b>Promote District's existing augmentation plans on Yampa and Elk Rivers</b></p> <ul style="list-style-type: none"> <li>The first augmentation plan of 2020 was contracted in July. Communications Director is working with interested applicants on the Elk River.</li> <li>Website redesign is underway. Hive180 Marketing is in the development phase of the new website.</li> <li>Areas identified as lacking Augmentation coverage: Morrison Divide area, Areas within UYWCD bounds downstream of the Elkhead Creek confluence.</li> <li>Lower basin entities are actively working towards augmentation supply solutions in response to over-appropriation designation.</li> <li>Outreach meeting with Routt County on 07/19/21.</li> <li>UYWCD staff attendance at IWMP neighborhood meetings in Craig, Hayden, Clark, and South Routt throughout June and July of 2021.</li> </ul>	<p><b>Study potential coverage for areas of need not serviced by existing plans. Outreach/Education presentations to local non-water industry business groups. Use area wide mailing w/RC Assessor tools for educational materials.</b></p>	<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li><b>Additional outreach meeting planned for 2022 (West Routt Water Users Meeting).</b></li> <li><b>UYWCD staff and General Counsel reviewed Elk and Yampa River Augmentation Plans for necessary updates/clarifications. Proposed document updates to be presented to UYWCD BOD.</b></li> </ul>	<b>Planning, Implementing</b>
4.3	<p><b>Explore potential expansion or creation of augmentation plans that aid in protecting the beneficial uses of junior priority water rights not currently within boundaries of the existing augmentation plans</b></p> <ul style="list-style-type: none"> <li>Internal discussions to clarify potential future needs are identified as an important topic for inclusion in the 2020 UYWCD BOD retreat in October.</li> <li>Joint presentation with CDWR, CRD made to Moffat County Commissioners.</li> <li>UYWCD presentation to Routt County Commissioners.</li> </ul>	<p><b>Hold internal discussions to clarify potential future needs; engage DWR in discussions as needed</b></p>	<ul style="list-style-type: none"> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li><b>The UYWCD is an active participant in the discussions related to the potential development of a new augmentation water supply plan for the lower Yampa River basin.</b></li> </ul>	<b>Planning, Implementing</b>
4.4	<p><b>Protect productive agricultural water uses in the District</b></p> <ul style="list-style-type: none"> <li>The Diversion Infrastructure Improvement Project offers funding for measuring devices that will help protect existing agricultural water rights in the District through record-keeping.</li> <li>Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin.</li> </ul>		<ul style="list-style-type: none"> <li>Public</li> <li>Legal</li> <li>External Affairs</li> </ul>	<ul style="list-style-type: none"> <li><b>The UYWCD is actively pursuing the Coal Creek Diversion Project.</b></li> <li><b>The UYWCD will proceed with Morrison Creek Upper Diversion project evaluation by the end of 2022.</b></li> </ul>	<b>Planning, Implementing</b>
4.5	<p><b>Effectively communicate with local municipalities regarding long-term water supplies</b></p> <ul style="list-style-type: none"> <li>UYWCD staff is engaged with local municipalities as a supportive technical advisor on possible instrumentation upgrades and data collection.</li> <li>Stagecoach Water Marketing Policy complete.</li> </ul>	<p><b>Adopt Yamcolo Water Pricing/Marketing Policy, Set schedule for existing Stagecoach municipal contract negotiations.</b></p>	<ul style="list-style-type: none"> <li>Public</li> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li><b>Discussions with existing municipal storage contractors completed in May, 2022. Most Stagecoach Reservoir Municipal contract holders accepted 20-year contract amendment offered by UYWCD with explicit pricing terms.</b></li> <li><b>Remaining original existing municipal contract price declaration on July 1, 2022.</b></li> <li><b>Engaged with the Town of Oak Creek (and others as necessary) to assist in municipal water supply planning.</b></li> </ul>	<b>Planning, Implementing</b>

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4.6	<ul style="list-style-type: none"> <li>Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020.</li> <li>Water Fund engaged as important funding partner for CWT storage contract for Stagecoach Reservoir in 2020.</li> <li>Other Stakeholder engagement</li> <li>ERC BOD discussions conducted at May 2020 BOD meeting.</li> </ul>		<ul style="list-style-type: none"> <li>Legal</li> <li>Board</li> </ul>	<ul style="list-style-type: none"> <li>CWT ten-year Stagecoach Reservoir ERC agreement for CWCB Instream Flow Voluntary Loan program finalized and approved by CWCB, CDWR.</li> <li>UYWCD staff is engaged in IWMP and BIP identified efforts for ongoing basin-wide water resources management.</li> </ul>	Complete, Implementing
4.7	<ul style="list-style-type: none"> <li>Colorado Water Trust (CWT) engaged with UYWCD in discussion of HBs 1037, 1157.</li> <li>CRD, Tr-State, UYWCD joint reservoir release modelling study complete.</li> </ul>	Clarify District policy for support of instream flows (see 4.8 below), Specifically: work with CWT, consultants to identify HB20-1157 mechanisms for UYWCD reservoirs.	<ul style="list-style-type: none"> <li>Legal</li> </ul>		
4.8	<ul style="list-style-type: none"> <li>Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020.</li> <li>Potentials for change cases will be explored by UYWCD staff in 2021.</li> <li>ERC BOD discussions conducted at May 2020 BOD meeting.</li> </ul>		<ul style="list-style-type: none"> <li>Legal</li> </ul>		
<b>5. Upper Yampa Basin water interests are represented at the local, regional and statewide levels on relevant policy, legislative, administrative, regulatory and judicial matters.</b>					
5.1	<ul style="list-style-type: none"> <li>Attendance of Colorado Water Congress Winter Summit in January 2020 by Directors and staff including K.McBride and H.Kirkpatrick</li> <li>Collaboration with Colorado River District on Risk Study modeling and a virtual production of the Yampa State of the River.</li> <li>Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin.</li> </ul>	Formalize UYWCD participation and responsibilities for UYWCD representation at outside group (decide what groups/efforts to participate in, set expectations for reporting back to GM, UYWCD BOD).	<ul style="list-style-type: none"> <li>External Affairs</li> </ul>	<ul style="list-style-type: none"> <li>UYWCD staff and BOD roles at outside organizations declared annually at January UYWCD BOD meeting.</li> <li>Two UYWCD representatives on YWG Roundtable.</li> <li>UYWCD well represented and engaged in multiple local, regional, and state water resources organizations.</li> </ul>	Planning, Implementing
5.2	<ul style="list-style-type: none"> <li>Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin.</li> <li>H.Kirkpatrick serves on the technical advisory committee for the Yampa River Fund.</li> </ul>	Formalize UYWCD participation and responsibilities for UYWCD representation at outside group (decide what groups/efforts to participate in, set expectations for reporting back to GM, UYWCD BOD).	<ul style="list-style-type: none"> <li>External Affairs</li> </ul>		
<b>6. Adequate water supplies within the District in light of changing climate conditions, population shifts, and other changes.</b>					
6.1	<ul style="list-style-type: none"> <li>CDSS model updates scheduled in coordination with BIP process.</li> </ul>	UYWCD Staff will keep current on CDSS model updates through participation in BIP process.	<ul style="list-style-type: none"> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li>The UYWCD staff will remain active participant in the BIP CDSS/StateMOD update effort.</li> <li>StateMOD updates for Bear River Reach of Yampa system completed as part of Coal Creek project flow analysis.</li> <li>The new State MoD Baseline model will be used as the foundation for multiple analysis efforts starting in July 2022.</li> </ul>	Complete, Implementing

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6.2	<b>Increase District's understanding of relevant potential effects of climate change, population growth, and demographics for District planning</b>	<ul style="list-style-type: none"> <li>CDSS model updates to include paleo study comparison with climate change hydrology. District Engineer maintains regular contact with Paleo Hydrology working group.</li> <li>UYWCD staff met with Steamboat Chamber Economic Development staff to discuss strategies to incorporate water storage availability into future marketing and economic development campaigns.</li> <li>UYWCD staff have had multiple discussions with Moffat County representatives on the subject of water availability as a positive economic attribute.</li> <li>First step in addressing Climate Change resilience will be to advance the UYWCD knowledge of basin hydrology with the Soil Moisture network analysis to be completed by end of 2021.</li> </ul>	<ul style="list-style-type: none"> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li>Climate Change resilience advanced with the UYWCD Soil Moisture network analysis and network development in 2022.</li> <li>Support basin efforts for increased/expanded water quality measurement and flow monitoring.</li> </ul>	<b>Implementing</b>
6.3	<b>Increase engagement with constituents and Upper Yampa Basin water interests in planning for long-term Yampa Basin water supply and use</b>	<ul style="list-style-type: none"> <li>Collaboration with existing agencies and interest groups is ongoing by UYWCD staff and BOD.</li> </ul>	<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li>UYWCD staff have participated in multiple small events in 2022. Additional event organization, sponsorship, and participation planned for 2022.</li> </ul>	<b>Planning, Implementing</b>
6.4	<b>Expand Board's understanding of relevant issues and trends for District decision-making</b>	<ul style="list-style-type: none"> <li>Regular discussions of pending legislation and interpretation of new legislation is ongoing by UYWCD staff and BOD.</li> <li>Collaboration with Colorado River District on Risk Study modeling.</li> </ul>	<ul style="list-style-type: none"> <li>Board</li> </ul>	<ul style="list-style-type: none"> <li>Perform Community/Constituent Survey of Water Resources Management Topics on Regular Basis</li> <li>Input required from UYWCD BOD for survey topics/questions. UYWCD scheduled to discuss survey topics/questions at BOD retreat.</li> </ul>	<b>Planning</b>
<b>7. Healthy reservoirs, streams and watersheds within the District in support of the policy statements above.</b>					
7.1	<b>Support water quality efforts in the District, and, where relevant, respond to concerns that arise, consistent with District's mission</b>	<ul style="list-style-type: none"> <li>See 2.2</li> <li>Fire-Hazard risk confirmed with Muddy Slide Fire.</li> <li>UYWCD staff participants in Muddy Slide Fire response efforts including public information officer meetings and fire activity updates.</li> <li>Additional activities TBD, pending after action plan (multi-agency) for Muddy Slide Fire response.</li> </ul>	<ul style="list-style-type: none"> <li>Planning?</li> <li>Facilities</li> <li>Board</li> </ul>		<b>Identified, Implementing</b>
7.2	<b>Anticipate potential future role and responsibilities for the District to support water quality in the District</b>	<ul style="list-style-type: none"> <li>Collaboration with existing agencies and interest groups is ongoing. UYWCD staff actively engaged with CDPHE, CPW, and Routt County on water quality concerns.</li> </ul>	<ul style="list-style-type: none"> <li>Planning?</li> <li>External Affairs</li> <li>Board</li> </ul>		<b>Identified</b>
7.3	<b>Support efforts in the District to improve watershed management and forest health</b>	<ul style="list-style-type: none"> <li>UYWCD staff is engaged in the Fish Creek Drainage forest health management plans as a supportive technical advisor on possible instrumentation upgrades.</li> </ul>	<ul style="list-style-type: none"> <li>Planning?</li> <li>External Affairs</li> <li>Board</li> </ul>		<b>Identified</b>

**UYWCD Strategic Plan - Supplemental Chart for 2022 and 2022 Internal Work Planning**

**DRAFT Six-Month Review 07/20/2022**

Objective	History and Past Work (Through 2021)	Potential New Tasks	Department	2022 Work Efforts: All Completed and/or Implemented Work Tasks Will be Included in History and Past Work for 2023 Strategic Plan	Status of 2022 Potential New Tasks
7.4	<p><b>Explore mechanisms to support use of District water rights for environmental purposes, e.g., in-stream flows</b></p> <ul style="list-style-type: none"> <li>UYWCD staff presented an in-depth discussion on in-stream flow and ERC possibilities at the May 2020 UYWCD BOD meeting. CWT-UYWCD partnership for ERC at Stagecoach Reservoir has been renewed by the District Engineer for 2020, with concrete plans to continue the exploration of legal mechanism available to the UYWCD and Yampa River Basin for future ERC and in-stream support. UYWCD staff will remain engaged in CWCB rule making processes and continued legal developments for HBs 1037 and 1157.</li> <li>CWT 2021 Contract complete.</li> <li>CRD, Tri-State, UYWCD joint reservoir release modelling study complete. Final report due to project participants by August 1, 2021.</li> </ul>	<p><b>Clarify District policy for support of instream flows (see 4.8 above), Specifically: work with CWT, consultants to identify HB20-1157 mechanisms for UYWCD reservoirs.</b></p>	<ul style="list-style-type: none"> <li>Board</li> </ul>	<ul style="list-style-type: none"> <li>CWT ten-year Stagecoach Reservoir ERC agreement for CWCB Instream Flow Voluntary Loan program complete.</li> <li>UYWCD will continue to explore coordinated basin reservoir operations with workgroup meetings (IWP).</li> </ul>	<p><b>Complete, Implementing</b></p>
<p><b>8. District constituencies understand water issues in the Upper Yampa Basin and the role of the District in addressing them.</b></p>					
8.1	<p><b>Increase public understanding of the District's role and activities</b></p> <ul style="list-style-type: none"> <li>Hive180 Marketing is in the development phase for a new website.</li> <li>UYWCD awarded \$15,000 in grant funds to Yampatika for the development of a K-12 water education curriculum. UYWCD staff is reviewing the curriculum development on an ongoing basis.</li> <li>UYWCD sponsored a storage episode in the "Your Water Table" video series in collaboration with the Basin Roundtable. The series is currently in production.</li> <li>UYWCD filmed an educational video on the Yampa River Project with Colorado Water Trust.</li> <li>UYWCD is partnering with the Integrated Water Management Plan to produce an educational video on diversion assessments and improvements, which will include the Diversion Infrastructure Improvement Project. The video will be filmed in Fall 2020.</li> </ul>		<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li>Multiple small events and event sponsorships scheduled for 2022.</li> </ul>	<p><b>Planning, Implementing</b></p>
8.2	<p><b>Improve Board collaboration, participation and representation with other organizations doing water-related work in the Upper Yampa Basin.</b></p> <ul style="list-style-type: none"> <li>UYWCD staff and directors are directly involved in the Basin Roundtable and subsequent subcommittees, the Integrated Water Management Plan (IWMP), the Yampa River Fund Technical Advisory Committee, the Upper Yampa Watershed Group, Colorado Water Trust, and are currently working to identify other collaboration opportunities for water-related work in the basin.</li> <li>UYWCD Sponsored WECO Water Fluency Program in Yampa Basin in 2021.</li> </ul>		<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li>First Annual Report published in early 2022.</li> </ul>	<p><b>Implementing</b></p>
8.3	<p><b>Improve two-way exchange among constituents, stakeholders, Board and staff regarding District priorities and activities</b></p> <ul style="list-style-type: none"> <li>UYWCD strategic plan was released for public comment for a one month period ending December 2019. Public comments were compiled by UYWCD staff and the Board Governance Committee incorporated changes to the strategic plan as necessary.</li> <li>Outreach to outside organizations and interested constituents through email, periodic publications, and local media outlets is ongoing.</li> </ul>	<p><b>Schedule and coordinate an events for 2022.</b></p>	<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li>Multiple small events and event sponsorships considered/planned for 2022.</li> </ul>	<p><b>Planning, Implementing</b></p>
8.4	<p><b>Increase local awareness of local water issues and resources</b></p> <ul style="list-style-type: none"> <li>See 8.1</li> </ul>		<ul style="list-style-type: none"> <li>Public</li> </ul>	<ul style="list-style-type: none"> <li>Perform Community/Constituent Survey of Water Resources Management Topics on Regular Basis</li> <li>Input required from UYWCD BOD for survey topics/questions. UYWCD scheduled to discuss survey topics/questions at BOD retreat.</li> </ul>	<p><b>Planning</b></p>
<p><b>9. Robust District water rights portfolio.</b></p>					
9.1	<p><b>Maintain and, where appropriate, perfect District's water rights</b></p> <ul style="list-style-type: none"> <li>Legal department is tracking upcoming due diligence, based on court decrees and Master Plan details.</li> <li>UYWCD Board is apprised of legal issues and relevant budget needs at all regular UYWCD BOD meetings.</li> </ul>	<p><b>Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.</b></p>	<ul style="list-style-type: none"> <li>Legal</li> </ul>	<ul style="list-style-type: none"> <li>Diligence cycle efforts underway with water rights analysis and Coal Creek project activities.</li> <li>Continue Opposition to Yamcolo Reservoir WR abandonment with CDWR.</li> </ul>	<p><b>Planning, Implementing</b></p>

## UYWCD Strategic Plan - Supplemental Chart for 2022 and 2022 Internal Work Planning

**DRAFT Six-Month Review 07/20/2022**

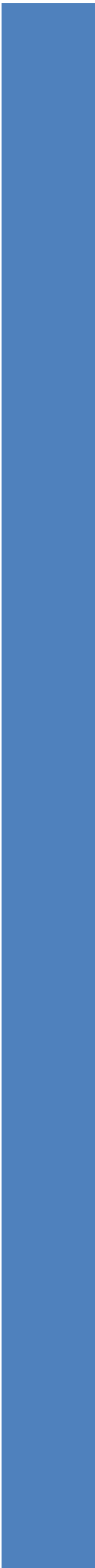
Objective		History and Past Work (Through 2021)	Potential New Tasks	Department	2022 Work Efforts: All Completed and/or Implemented Work Tasks Will be Included in History and Past Work for 2023 Strategic Plan	Status of 2022 Potential New Tasks
9.2	<b>Enhance District involvement/advocacy on water administration matters</b>	<ul style="list-style-type: none"> <li>Updated water accounting system for Stagecoach Reservoir is 95% complete. Project completion by District Engineer pending finalization of Stagecoach reservoir Fill and Release Policies to be presented to UYWCD BOD for adoption at September UYWCD BOD meeting.</li> <li>The UYWCD continuously coordinates with Division Engineer's Office, partner Dam Owners, and contracted on dam releases.</li> <li>District Engineer has held multiple meetings (virtual) with the Division Engineer in 2020.</li> </ul>		<ul style="list-style-type: none"> <li>Facilities</li> </ul>		
9.3	<b>Evaluate potential and conditional water rights</b>	<ul style="list-style-type: none"> <li>Coal Creek Diversion project started in 2021.</li> <li>Yamcolo Water Rights abandonment opposition filed with CDWR 2021.</li> </ul>	<b>Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.</b>	<ul style="list-style-type: none"> <li>Legal</li> </ul>	<ul style="list-style-type: none"> <li>Diligence cycle efforts underway with water rights analysis and Coal Creek project activities.</li> </ul>	<b>Planning, Implementing</b>
9.4	<b>Explore small tributary storage projects within Upper Yampa Basin</b>	<ul style="list-style-type: none"> <li>Coal Creek Diversion project analysis started in 2021.</li> <li>Small Reservoir Study update identified as BIP project.</li> </ul>	<b>Update Small Reservoir Study.</b>	<ul style="list-style-type: none"> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li>Small Reservoir study update planned for 2nd half 2021, early 2022 with consideration of revised BIP baseline model.</li> </ul>	<b>Planning</b>
9.5	<b>Pursue water projects that utilize/perfect District water rights and that provide water supply for consumptive and non-consumptive purposes</b>	<ul style="list-style-type: none"> <li>Coal Creek Diversion project analysis started in 2021.</li> <li>Small Reservoir Study update identified as BIP project.</li> </ul>	<b>Update Small Reservoir Study.</b>	<ul style="list-style-type: none"> <li>Planning</li> </ul>	<ul style="list-style-type: none"> <li>Financial assistance provided to Town of Oak Creek for Sheriff Reservoir engineering and repairs.</li> <li>Coal Creek Diversion Project analysis complete, investigating project permitting costs.</li> </ul>	<b>Implementing</b>
9.6	<b>Support in-stream flow rights to help firm the District's portfolio.</b>	<ul style="list-style-type: none"> <li>See 4.6 and 4.7</li> </ul>		<ul style="list-style-type: none"> <li>Board</li> </ul>		
9.7	<b>Explore increasing flexibility of use for District's stored water rights</b>	<ul style="list-style-type: none"> <li>See 4.6 and 4.7</li> </ul>		<ul style="list-style-type: none"> <li>Board</li> </ul>		
<b>10. Robust staff, legal and administrative resources to ensure District's viability and ability to effectively serve its constituents.</b>						
10.1	<b>Begin succession planning where appropriate</b>	<ul style="list-style-type: none"> <li>2021 UYWCD BOD review of General Counsel complete.</li> <li>Consideration of term limits for BOD seats discussed with full UYWCD BOD and General Counsel. Term limits not applied as of 2021.</li> </ul>	<b>Conduct formal annual review of UYWCD General Counsel by UYWCD BOD.</b>	<ul style="list-style-type: none"> <li>Board</li> </ul>		<b>Implementing</b>
10.2	<b>Regularly review and update Board goals and objectives</b>	<ul style="list-style-type: none"> <li>UYWCD BOD Governance Manual reviewed and updated in 2021</li> </ul>				
10.3	<b>Clarify District governance structure that promotes interaction, transparency, trust, and <i>esprit de corp</i> among Board, GM and staff</b>	<ul style="list-style-type: none"> <li>Final governance recommendations from 360 Committee adopted by UYWCD BOD. Staffing and budgeting changes due to search for, and eventual replacement of UYWCD General Manager have implemented by UYWCD staff, consultant, and Hiring Committee.</li> </ul>			<ul style="list-style-type: none"> <li>UYWCD BOD to complete self evaluation in 2022.</li> </ul>	<b>Implementing</b>



**UYWCD Strategic Plan - Supplemental Chart for 2022 and 2022 Internal Work Planning**

**DRAFT Six-Month Review 07/20/2022**

Objective	History and Past Work (Through 2021)	Potential New Tasks	Department	2022 Work Efforts: All Completed and/or Implemented Work Tasks Will be Included in History and Past Work for 2023 Strategic Plan	Status of 2022 Potential New Tasks
10.4	<p><b>Improve District organizational structure to maximize effectiveness, collaboration and teamwork</b></p> <ul style="list-style-type: none"> <li>Recent new hires for Communications and Marketing Manager, Business Manager, and Ditch Rider have addressed staffing needs for UYWCD. Permanent replacement for General Manager pending UYWCD BOD action. All UYWCD staff job descriptions have been updated in 2020.</li> <li>Written policies and procedures are updated as needed by UYWCD staff.</li> <li>UYWCD staff is working with ER Council on compensation survey, conducting a review and seeking quotes for health insurance plan and reviewing personnel guidelines for compliance and consistency.</li> <li>UYWCD staff will be conducting an audit of personnel &amp; benefit files; will utilize ER Council as needed to confirm compliance.</li> <li>UYWCD staff completed compensation survey in fall of 2020.</li> <li>UYWCD staff completed review and implemented new health insurance plan effective January 2021.</li> <li>UYWCD completed a personnel and benefit files audit in March of 2021 to ensure compliance.</li> <li>Review of and first draft of revised employee handbook completed. UYWCD staff working with ER Council for review and ensure compliance. General Counsel will review for consistency. Review by Board planned for September 2021.</li> <li>UYWCD staff is currently developing a record retention / document management policy. Completion planned by end of 2021 and staff implementation by early to mid 2022.</li> </ul>			<ul style="list-style-type: none"> <li>UYWCD staff are aware of current HR policy requirement. Policy revisions to be present to UYWCD BOD for adoption in fall of 2022.</li> </ul>	<p align="center"><b>Implementing</b></p>
10.5	<p><b>Encourage opportunities for professional development</b></p> <ul style="list-style-type: none"> <li>Staff training and professional development is a high priority for the UYWCD. Multiple UYWCD staff members have completed new training programs in 2020 and 2021. The UYWCD General Manager will continue to work with staff to identify training opportunities for all staff in the remainder of 2021.</li> </ul>	<p><b>Identify training programs for individual staff members during annual employee reviews.</b></p>		<ul style="list-style-type: none"> <li>UYWCD staff are participating/have completed multiple training and professional development efforts in 2022.</li> </ul>	<p align="center"><b>Implementing</b></p>
10.6	<p><b>Ensure District continues to be represented by competent legal staff</b></p> <ul style="list-style-type: none"> <li>Bob Weiss and Scott Grosscup are doing an excellent job of representing the UYWCD for the organization's legal needs.</li> <li>UYWCD BOD review of General Counsel complete.</li> </ul>		<ul style="list-style-type: none"> <li>Legal</li> </ul>		<p align="center"><b>Complete</b></p>
10.7	<p><b>Demonstrate commitment to and capacity for public service and engagement with constituents</b></p> <ul style="list-style-type: none"> <li>UYWCD staff has conducted outreach efforts including emails, phone calls, and in-person meetings with individuals involved in contract negotiations to increase transparency and address questions or concerns as they arise.</li> <li>UYWCD staff has identified and met with key constituents involved in water-related work around the basin to identify collaboration opportunities.</li> <li>UYWCD staff represents UYWCD at water-related events including the Yampa State of the River, Yampa Rendezvous, Yampa River Fest, and Community Agriculture Alliance Ag Week.</li> </ul>			<ul style="list-style-type: none"> <li>First Annual Report published in early 2022.</li> </ul>	<p align="center"><b>Implementing</b></p>
10.8	<p><b>Create an Upper Yampa Basin records and archive repository</b></p> <ul style="list-style-type: none"> <li>Records archive to be included in 2021 work plan with associated inclusion in 2021 budget.</li> <li>Staff responded to Open Records Requests of archived documentation, ranging from 1966 to present date.</li> <li>Initial contact made with potential archive sites, further activities TBD.</li> </ul>	<p><b>Coordinate with local facility/entity to explore possibilities of cataloguing and preserving historic water resources records. CSU facility as model program.</b></p>		<ul style="list-style-type: none"> <li>UYWCD Public Records workstation installed with UYWCD BOD Meeting Materials and Policy Documents public access. Expansion of public access records/documents will be implemented as staff time allows.</li> </ul>	<p align="center"><b>Implementing</b></p>
10.9	<p><b>Promote Retention of UYWCD staff</b></p> <p>Multiple new employees hired in 2021.</p>			<ul style="list-style-type: none"> <li>Ongoing 2022 work effort to identify incentives to promote retention of UYWCD staff.</li> </ul>	<p align="center"><b>Identified</b></p>





## BOARD COMMUNICATION FORM

**From:** Emily Lowell, District Engineer

**Date:** 7/11/2022

**Item:** Reservoir Water Status

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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 water year to date.

### **II. Summary:**

#### **Yamcolo Reservoir Status as of 7/11/2022- Delivering Storage Water**

Current Storage Volume: 2,812 AF

Storage Released in last 30 days: 2,458 AF

Storage Released in last 60 days: 2,658 AF

Current Outflow: 90 cfs

At current storage delivery rate, most Yamcolo storage accounts will be depleted by about the 3<sup>rd</sup> week of July.

#### **Stagecoach Reservoir Status as of 7/11/2022 – Holding Steading**

Current Storage Volume: 30,738 AF

Change in Volume in last 30 days: -188 AF

Change in Volume in last 60 days: -108 AF



Current Inflow: ~46 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:**

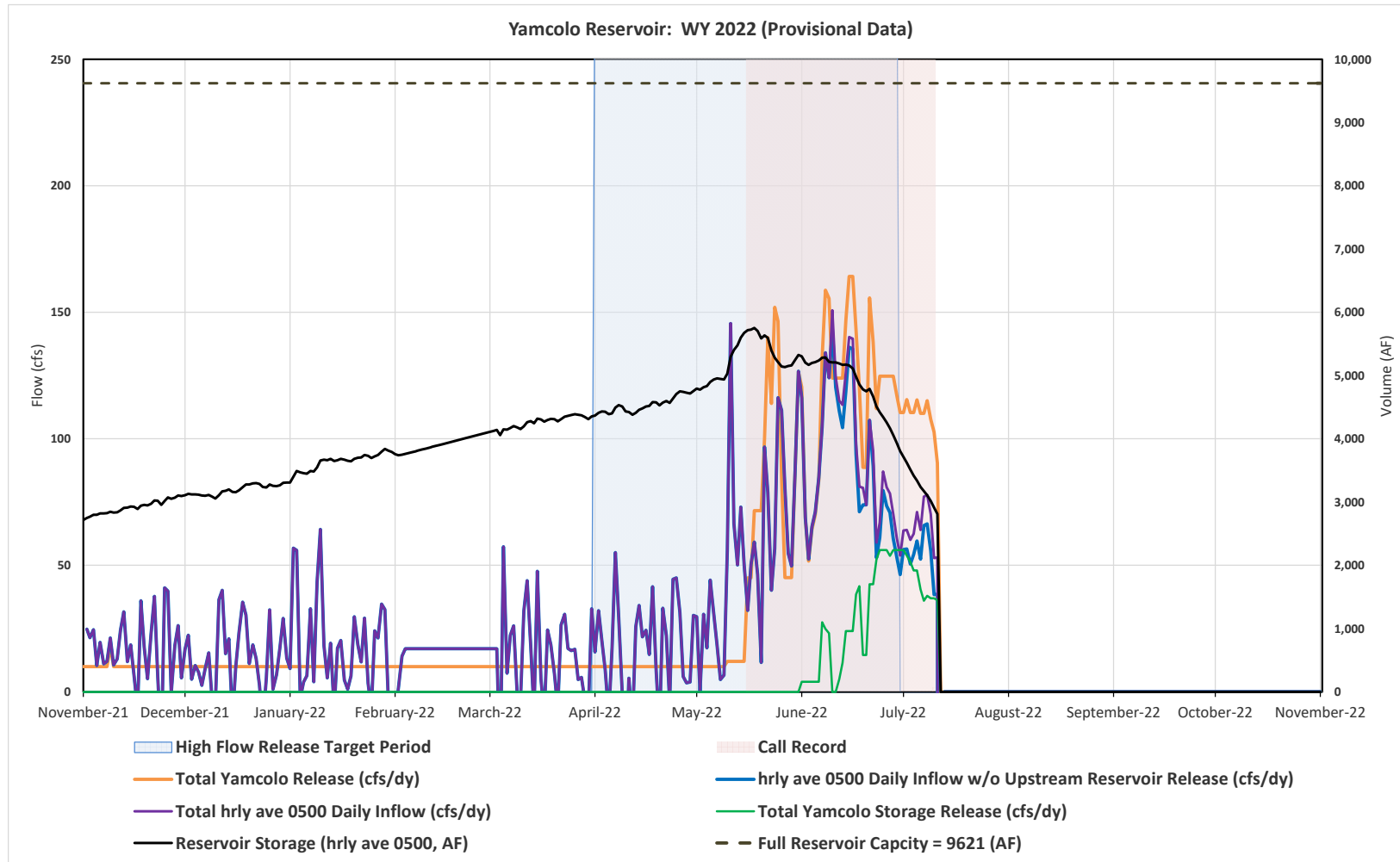
1. Yamcolo Water Storage Data (WY 2022)
2. Stagecoach Water Storage Data (WY 2022)
3. DNR Drought Update
4. Yampa Precipitation
5. Yampa Precipitation Projection

**Yamcolo Reservoir Operations**  
**Total Monthly Volume (AF)**

Water Year 2022

<b>INFLOW</b>	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Physical	966	832	1,098	858	873	996	3,416	5,350	784				15,173
Storable	490	340	607	414	381	520	2,702	4,636	617				10,707
Stored	375	217	484	303	244	390	529	0	0				2,542

<b>OUTFLOW</b>	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Operator	-611	-615	-615	-555	-615	-595	-3,079	-7,086	-1,551				-15,321
Spill													0
Gage	-611	-615	-615	-555	-615	-595	-3,079	-7,086	-1,551				-15,321



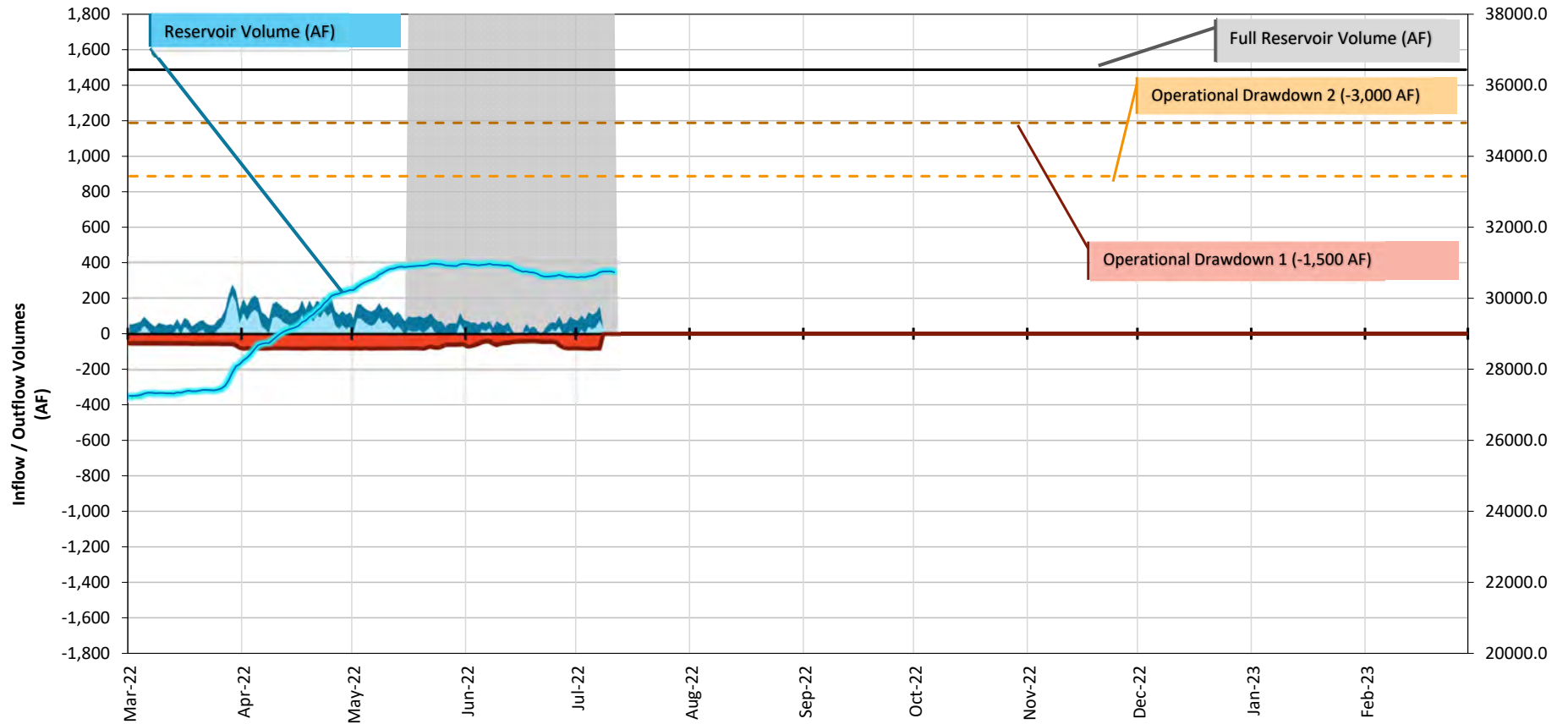
# Stagecoach Reservoir Operations

## 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	823								12,903
Storable	997	2,248	1,013	237	272								4,767
Stored	997	2,208	986	235	262								4,689

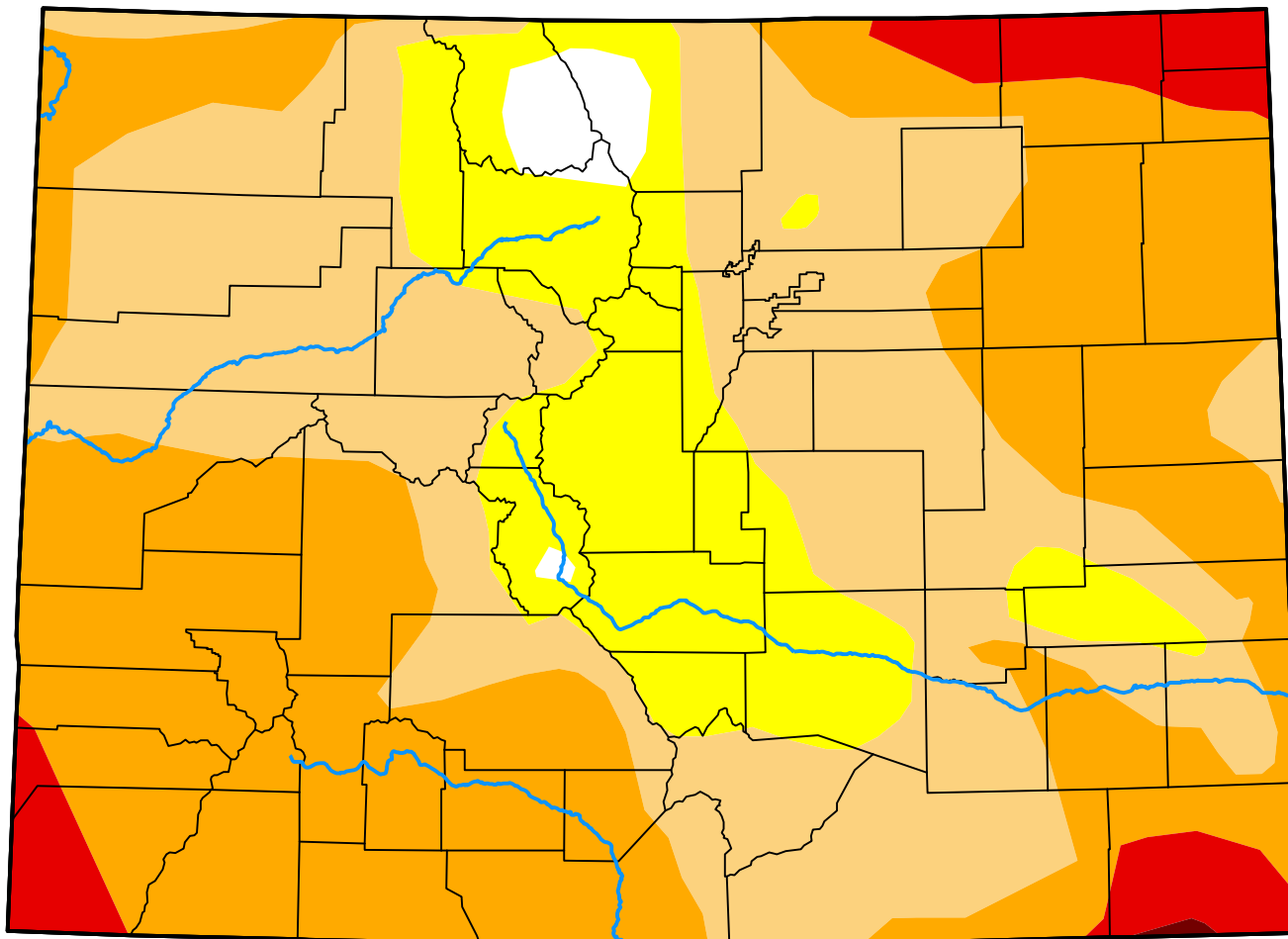
OUTFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Operator	-1,700	-2,420	-2,342	-1,579	-569								-8,610
Spill	0	0	0	0	0								0
Gage	-1,700	-2,420	-2,342	-1,579	-569								-8,610









- Administration on Yampa River (Yampa River below Stagecoach)
- Administration on Bear River (Yampa River above Stagecoach)
- Contract Water Released from Stagecoach Reservoir
- Reservoir Full Volume
- Reservoir Storage Content
- Operational Drawdown No. 1 = 1,500 AF
- Operational Drawdown No. 2 = 3,000 AF

# U.S. Drought Monitor Colorado

**July 5, 2022**  
(Released Thursday, Jul. 7, 2022)  
Valid 8 a.m. EDT



### 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](https://droughtmonitor.unl.edu)

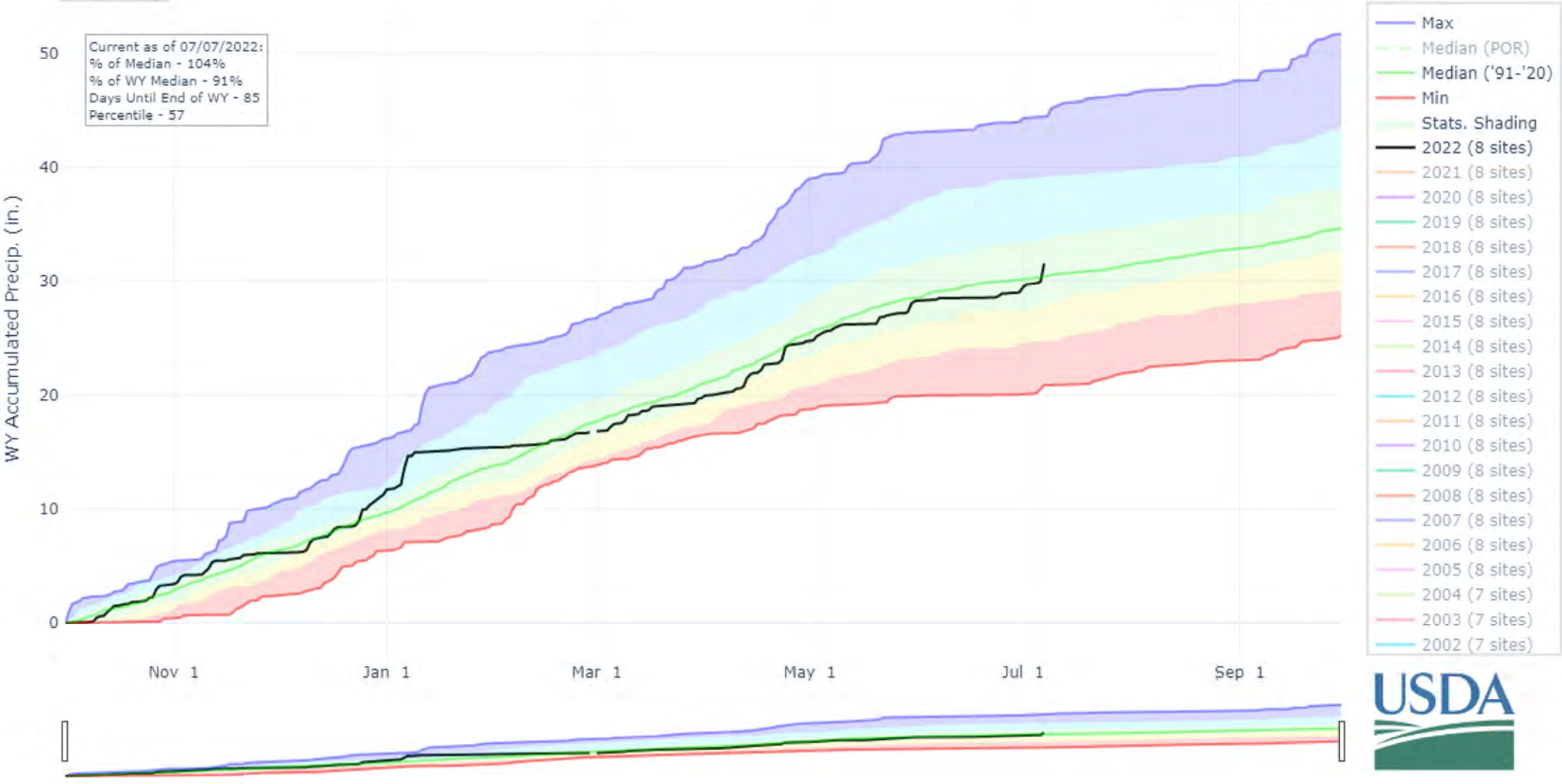
# PRECIPITATION IN YAMPA

Reset Range

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

Station List

Current as of 07/07/2022:  
% of Median - 104%  
% of WY Median - 91%  
Days Until End of WY - 85  
Percentile - 57





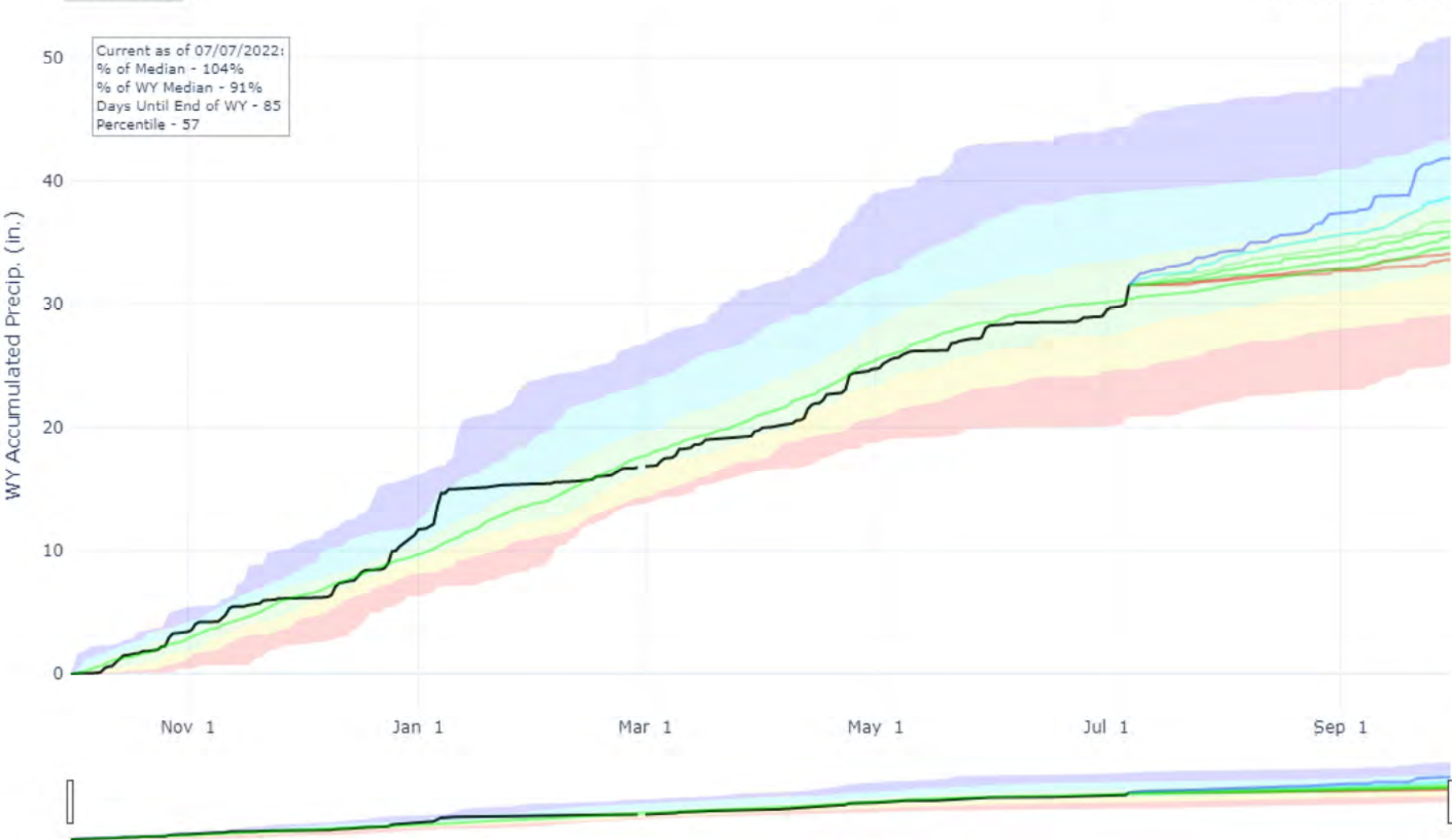
# PRECIPITATION PROJECTIONS IN YAMPA

Reset Range

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

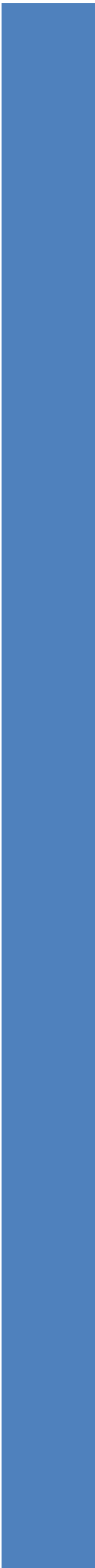
Station List

Current as of 07/07/2022:  
% of Median - 104%  
% of WY Median - 91%  
Days Until End of WY - 85  
Percentile - 57



- Median (POR)
- Median ('91-'20)
- Stats. Shading
- Max Proj
- 90% Proj
- 70% Proj
- 50% Proj
- 30% Proj
- 10% Proj
- Min Proj
- 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)







## BOARD COMMUNICATION FORM

**From:** Emily Lowell, District Engineer

**Date:** 7/7/2022

**Item:** 2022 Capital Projects Update

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

### **I. Request/Issue and Background Information:**

UYWCD continually invests in construction and installation of facilities improvement and maintenance projects. This memo summarizes the 2022 efforts.

### **II. Summary and Alternatives:**

The ongoing facilities improvements and maintenance projects at the UYWCD continue to contribute to the organization's operational effectiveness by improving the overall functionality, safety, and cleanliness of the facilities. UYWCD staff will continue to proactively identify facilities maintenance priorities to extend the operational lifespan of the UYWCD infrastructure. Regular operation and maintenance activities will be performed at the facilities, as needed, as determined by UYWCD staff. Attached is the summary of the facilities maintenance projects considered for 2022.

### **III. Staff Recommendation:**

Continue work on 2022 projects that are in progress and maintenance work as identified in the attached table.

### **IV. Legal Issues:**

N/A

### **V. Consistency with Board Goals and Policies:**

Policy Statement: 2 and 5

### **Attachments:**

1. 2022 Facilities and Engineering Tasks and Planning Summary
2. Summary Memo of Emergency Stillwater Ditch Repairs

2022 UYWCD Facilities and Engineering Tasks and Planning

Update: 7/7/2022

Facility	Task	Personnel	Frequency	Status	Cost Estimate
Stagecoach	General Facilities Operation and Management	District Engineer, UYWCD Dam Operators, YVEA	Continuous	Ongoing	Annual expense budget
Stagecoach	Continued Powerhouse Re-Organization and General Building Upgrades	UYWCD Facilities Operators	On going, as needed	Ongoing	Annual expense budget
Stagecoach	Operating Procedure Manuals and Written Observation Logs	UYWCD Facilities Operators	Updates Scheduled for October 2022	Ongoing	Annual expense budget
Stagecoach	Control Systems Operating Sytem Upgrade	District Engineer, Facilities Operators	Initial integration of existing hardware, updates as needed	Complete; ongoing maintenance	\$75,000
Stagecoach	Stem Guide Repair	District Engineer, Outside Contractor	30 - year recurrence interval, repairs as necessary.	Complete; ROV inspection Fall 2022	\$2,500
Stagecoach	Turbine Repairs- Replace Wear Rings, W.G.	UYWCD Facilities Operators, Outside Contractor	As needed pending results of annual inspection.	Turbine inspection completed May 2022, repairs/re-coating planned for 2023-2024	\$35,000
Stagecoach	Outflow Real Time Data Acquisition	USGS	One time set-up, continuous agency feedback	Initial gage re-programming complete, agency communication ongoing	Annual expense budget
Stagecoach	Bank Erosion/Willow Planting	Outside Contractor	One-time, installation 2017, annual maintenances possible	Wetlands credits purchase authorized. Will be complete by December 2022.	\$75,000
Stagecoach	Regulatory Agency Reporting and Permit Compliance	District Engineer	Monthly, Annual, as needed	Ongoing	Annual expense budget
Stagecoach	Regulatory Agency Liaison (FERC, CPW, USFS, BLM, EPA, USACE....)	District Engineer, District Manager	Continuous	Ongoing	Annual expense budget
Stagecoach	EAP Updates and Exercises	District Engineer	Annual	Updates complete, Full Document Reprint Distributed, Functional Exercise October 2022.	Annual expense budget
Stagecoach	Inflow Forecasting	District Engineer	Annual for potential fill forecast period	Ongoing	Annual expense budget
Stagecoach	Water Rights Accounting, Water storage release orders	District Engineer, UYWCD Facilities Operators	Continuous	Ongoing	Annual expense budget
Stagecoach	FERC Part 12 Inspection and Report	District Engineer, Outside Contractor	5-Year Recurring, completed 2019, next inspection 2024	Inspection required 2024	Annual expense budget
Stagecoach	Safety Buoys - New Anchors and Hardware	District Engineer, Facilities Operators	One time	Installation November 2022	Annual expense budget
Stagecoach	Facility Budget Tracking and Individual Project Management	District Engineer	Continuous	Ongoing	Annual expense budget
Stagecoach	Union Ditch Headgate Repair	District Engineer, Outside Contractor	One time, repairs as necessary	Measuring Device replaced 2020, headgate repairs necessary. Contruccion Fall 2022.	\$225,000
Yamcolo	General Facilities Operation and Management	District Engineer, UYWCD Facilities Operators	Continuous	Ongoing	Annual expense budget
Yamcolo	Flow Measurement: Bear River	UYWCD Staff, Outside Contractor, USGS	One-Time, as conditions allow	Calibration of operational range complete, Calibration data collection on annual schedule. Phase 3 of Hardware Install 2022.	\$15,000
Yamcolo	Butterfly Valve Replacement	UYWCD Staff, Outside Contractor	One-Time	Replacement under review and Schedule for construction dependent upon lead time on valve.	\$50,000
Yamcolo	Existing Dam Outlet Drain Repair and Seepage Monitoring Improvements	District Engineer, Outside Contractor	5-Year recurrence interval	Ongoing	Annual expense budget
Yamcolo	Regulatory Agency Reporting and Permit Compliance	District Engineer	Monthly, Annual, as needed	Ongoing	Annual expense budget
Yamcolo	EAP Updates and Exercises	District Engineer	Annual	Updates complete, Full Document Reprint Distributed	Annual expense budget
Yamcolo	Inflow Forecasting	District Engineer	Annual for potential fill forecast period	First iteration of model complete, upgrades as necessary	Annual expense budget
Yamcolo	Water Rights Accounting, Water storage release orders	UYWCD Staff, Outside Contractor	Continuous	Updates to accounting on hold until final measurement rules from DWR	Annual expense budget
Yamcolo	Regulatory Agency Liaison (FERC, CPW, USFS, BLM, EPA, USACE....)	District Engineer, District Manager	Continuous	Ongoing	Annual expense budget
Yamcolo	Facility Budget Tracking and Individual Project Management	District Engineer	Continuous	Ongoing	Annual expense budget
Yamcolo	Riprap Replacement	UYWCD Staff, Outside Contractor	10 - 30 years depending on conditions	Complete; additional work to be done annually, as needed	\$40,000
Stillwater Ditch	Flow Control Structure Replacement	District Engineer, Outside Contractor	30 year recurrence interval, annual maintenance as necessary	Structure replacements started in 2020, project to continue.	\$125,000
Stillwater Ditch	Ditch Condition Assessment, Lining and Repair	District Engineer, UYWCD Facilities Operators	As needed pending condition assessment and operational observations	Condition assessment to be completed in 2022 to prioritize repairs/improvements needed	Annual expense budget
Stillwater Ditch	General Facilities Operation and Management	District Engineer, UYWCD Facilities Operators	Seasonal	Ongoing	Annual expense budget



## BOARD MEMORANDUM

**From:** Emily Lowell, District Engineer

**Date:** 7/7/2022

**Item:** Emergency Stillwater Ditch Repairs

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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### **I. Request/Issue and Background Information:**

On June 9, 2022, the UYWCD Ditch Rider found a significant leak in the Stillwater Ditch. The water was cutting into the ditch road and UYWCD Operations staff acted quickly to turn the water in the ditch off to minimize any further damage. Initial emergency repairs were completed on June 10 and small deliveries to the ditch restarted on June 11 (incrementally increasing per day). On Wednesday, June 15, deliveries resumed to full order (35 cfs) and additional seepage was found again in the same area of the ditch in the national forest. The ditch was turned off again Sunday, June 19 and repairs were made on Monday, June 20. Full deliveries resumed on Tuesday, June 21. No additional significant seepage has been seen in this area since the repair.

### **II. Summary and Alternatives:**

UYWCD staff has been looking into ditch lining options to be considered for future capital improvement projects.

### **III. Staff Recommendation:**

UYWCD staff has discussed that consideration will be made when billing on the carriage contracts due to loss of service during this time of outage.

### **IV. Legal Issues:**

Relevant section from the 1997 (unchanged by 2005, 2020 agreement amendments) Stillwater Assignment of Stock – Paragraph 3

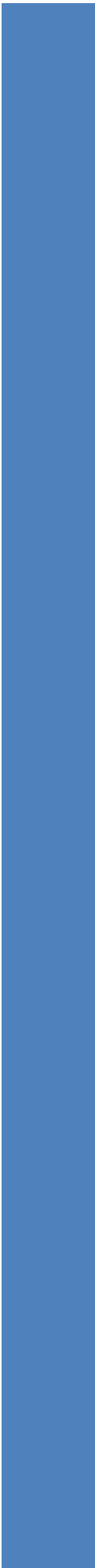
“The District shall thereafter exercise reasonable diligence to maintain the Stillwater Ditch in good condition and state of repair, during irrigation seasons, at the expense of the District, except for damage or destruction caused by any Shareholder or person claiming under any Shareholder, in which event such repair shall be the sole responsibility and cost of such Shareholder. Subject to the preceding sentence, the District shall at all times during irrigation seasons, maintain the



Stillwater Ditch in a condition sufficient to carry 36.3 cubic feet of water per second of time, less losses from carriage, seepage, and evaporation, but subject to temporary lack of capacity occurring by reason of damage or destruction by the elements, acts of God, vandalism or any cause beyond the control of the District, until such damage or destruction can reasonably be repaired and corrected by the District.”

**V. Consistency with Board Goals and Policies:**

Policy Statement: 2 and 5





## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 7/11/2022

**Item:** UYWCD Annual Event – Children’s Water Festival

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DIRECTION  
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 RESOLUTION

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### I. Request/Issue and Background Information:

The UYWCD board of directors has long expressed an interest in developing an annual event that meets community needs and is primarily hosted and organized by UYWCD staff. COVID-19 obviously prevented any such events from happening in 2020 and 2021. However, now that we are back in full swing, UYWCD will be hosting a children's water festival for 5th grade students in Routt and Moffatt counties this fall.

### II. Summary and Alternatives:

This event will be the first of its kind in the Yampa Valley. Similar events are hosted by water conservancy districts and water utility providers in other parts of the state and have been very successful in the past. Fifth grade students were selected as the target audience for the water festival because their curriculum standards focus on water and science specific goals. UYWCD staff is working closely with Yampatika to ensure our presentations help meet those standards.

The event will take place in Hayden on September 21, 2022. Presentations from water professionals will cover a variety of topics. This first event is planned in conjunction with the Yampa Basin Rendezvous (YBR), which will occur at Colorado Mountain College (CMC) on September 22-23, 2022. Planning this event in conjunction with YBR adds the element of youth engagement to YBR and provides outstanding professional and technological resources for the first children's water festival.

After attending the largest children's water festival in the state on May 17, 2022, I believe there is significant potential for UYWCD to promote this as our very own annual event. Please take a moment to click the links below for examples of other children's water festivals from around the state:

Ute Water Conservancy District: [Western Colorado's Children's Water Festival](#)

Denver Water: [Denver Metro Children’s Water Festival](#)





**III. Staff Recommendation:**

Pending the success of the first children's water festival in the Yampa Valley, staff would recommend incorporating funding for this event into the UYWCD annual budget.

**IV. Legal Issues:**

**V. Consistency with Board Goals and Policies:**

Goal 8.

**Attachments:**



## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 7/11/2021

**Item:** Upcoming Events

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**I. Request/Issue and Background Information:**

Please see the attached upcoming events schedule and mark your calendars for any events you would like to attend. You will find information regarding event registrations for Colorado Water Congress or the Yampa Basin Rendezvous at the links provided on the event schedule. Please look for email reminders regarding event registration and feel free to reach out to myself or Deb Bastian with assistance in registering for events.

**II. Summary and Alternatives:** n/a

**III. Staff Recommendation:** n/a

**IV. Legal Issues:** n/a

**V. Consistency with Board Goals and Policies:**

Goal 4, 7, 8

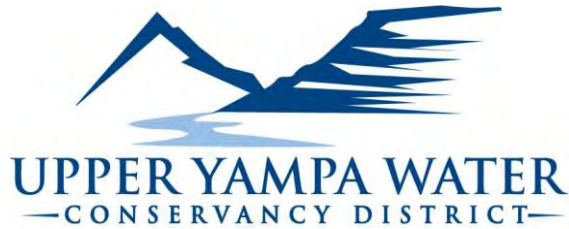
**Attachments:**

Attachment 1: Upcoming Events Schedule

## Upcoming Events

Yampatika Summer Camp Field Trip	Stagecoach Reservoir	July-22
Yampatika Summer Camp Field Trip	Stagecoach Reservoir	August-22
<a href="#">Colorado Water Congress</a>	The Steamboat Grand	August 23-25
Yampa Youth Water Festival	Hayden, CO	September-22
Yampa Basin Rendezvous	Colorado Mountain College	September 22-23
UYWCD Board Meeting	Mountain Valley Bank Community Room	September-22
Sustaining Watersheds Conference	Avon, CO	October 11-13





## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 7/11/2022

**Item:** UYWCD Grant Disbursements

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### **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 \$145,399.10 remaining of the allocated \$200,000 for the Diversion Infrastructure Improvement Project.

The Community Grant Funding Program has disbursed \$5,000 in grant funds in 2022 for the Yampatika K-12 Water Education Program approved in November of 2019. The Community Grant Funding Program has \$70,000 remaining in the 2022 budget.

### **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	
<b>Total Work Completed:</b>					<b>\$ 111,253.01</b>	
			<b>TOTAL DISBURSED:</b>	<b>\$ 30,422.88</b>	<b>\$ 24,178.02</b>	<b>\$ 54,600.90</b>
			<b>DIIP FUNDS REMAINING:</b>	<b>\$ 69,577.12</b>	<b>\$ 75,821.98</b>	<b>\$ 145,399.10</b>

## 2022 Community Grant Funding

Project	Applicant	Date Approved	Amount Approved
Yampatika Water Education Program	Yampatika	11/20/2019	\$5,000
<b>TOTAL APPROVED:</b>			\$5,000.00
<b>TOTAL FUNDS REMAINING:</b>			\$70,000.00



## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 7/11/2022

**Item:** Community Funding Grant Application Routt County Conservation District

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### I. Request/Issue and Background Information:

The Routt County Conservation District (RCCD) is seeking community grant funding for the development and distribution of a 7-page booklet titled *Routt County Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency*, which will promote resource management practices to assist landowners in building drought, wildfire, and soil health resiliency.

RCCD plans to assemble the toolkit by creating a taskforce of landowners, partners, and government agencies at community forums in three areas of Routt County. Landowners will contribute to forum discussions to identify vulnerabilities in each area of the county. Existing resource conservation practices that address those vulnerabilities will be compiled by RCCD and reviewed by the Natural Resource Conservation Service (NRCS) and the members of the taskforce.

RCCD will print and distribute the final product to all Routt County landowners using direct mail. The success of the *Routt County Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency* will be monitored using existing resources that measure improvements in soil health, including soil moisture, air quality, and water quality. RCCD will also conduct a survey among landowners after the toolkit has been distributed to measure success.

### II. Summary and Alternatives:

RCCD requested \$37,490 in UYWCD Community Grant Funding. The total project cost is \$50,000.

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





**III. Staff Recommendation:**

UYWCD staff recommends funding \$25,000 to the RCCD for the development and distribution of the *Routt County Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency*.

After thorough review, staff recommends partial funding for a project that will directly benefit landowners within the UYWCD boundaries through land-use management practices that may result in improved water quality and watershed health.

**IV. Legal Issues:**

**V. Consistency with Board Goals and Policies:**

Goal 4

**Attachments:**

Attachment 1: Routt County Conservation District Grant Application

Attachment 2: Routt County Conservation District Budget Worksheet

Additional Attachments: 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: Kristen Rockford

Organization: Routt County Conservation District

### Primary Contact Information:

Name: Kristen Rockford

Address: 1475 Pine Grove Road Suite 201A, SS, CO 80487

Phone: 970-819-9275

E-mail: information@routtcountycd.com

### Project Information:

Project Name: Routt County Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency

Project Location: The entire Upper Yampa River Basin within Routt County down to the confluence with Elkhead Creek.

Latitude and Longitude or PLSS: 39.92°N - 41°N/106.62°W - 107.44°W

*Please attach a site map of project location.*

See attached map.

**Brief Project Summary (250 word limit):**

For the past 80 years, the Routt County Conservation District (RCCD) has worked hand-in-hand with hard-working ranching families and owners of private lands to conserve and **protect Routt County’s natural resources including the soil, water, air, and** wildlife. Healthy soil, clean water, fresh air, and abundant wildlife are inextricably connected. The value of forestland, grassland, and other wildland soils and the water they produce are immeasurable. Any resource conservation practice that keeps the soil in place protects water quality.

Our constituency is facing the significant challenge of a changing climate with extreme weather events, unpredictable water supply, drought, and wildfire. The District is uniquely positioned to lead in this new era through collaborative conservation in helping landowners build drought, wildfire, and soil health resiliency through natural adaptations to change.

RCCD is seeking financial support to create a 7-page booklet entitled Routt County Landowner Toolkit for Drought, Wildfire, and Soil Health Resiliency. Once published, it will arrive in the mailbox of every Routt County landowner with actionable tips and helpful resources to assist them along their journey of building resiliency.

The booklet is divided into 5 land uses including rangeland, pastureland, hayland, and forestland with a list of 5-6 tried-and-true resource conservation practices as well as newly developed tools that build soil health and will, in turn, improve water quality, watershed health, and water supply protection. Examples of potential resource conservation practices are soil testing, cover crops, no-till or minimum tillage, rotational grazing, riparian fencing, and virtual fencing, and so forth.

**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):**

This project utilizes collaborative conservation to lead a community-led, localized land management effort to build drought, wildfire, and soil health resilience. Increasing the number of resource conservation practices applied within a watershed will improve the condition and function of the watershed and its riparian areas. A healthy soil can capture moisture as it falls, rather than running off, allowing for the moisture to percolate through

the soil and increase alluvial aquifers. A healthy soil has a high water holding capacity, increased nutrient availability, increased plant productivity & diversity, decreased soil erosion, improved water quality, improved wildlife habitat, and the list goes on. Every single resource conservation practice implemented because of this Toolkit will impact the Yampa River Basin watershed and its users.

Task 1 will conduct a Vulnerability Assessment utilizing existing data from plans created with science-based and systems-based methods to improve watershed management to increase resiliency to a changing climate and climate events including extended drought, wildfire, and flood events as well as address pollutants and water quality issues.

Task 2 will develop a Toolkit that serves as a framework for charting priority vulnerabilities and related resource conservation practices based on the assessment. The Toolkit will include conservation and efficiency improvements that impact water supply and demand.

Task 3 is the education and outreach component of our project that promotes science-based information on all water uses, current and future water issues, water management, water quality, and watershed health.

**Project Timeline:**

**Anticipated Start Date:** July 2022

**Anticipated Completion Date:** July 2023

**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)***

TASK 1) July-December 2022 - Conduct Vulnerability Assessment

Method:

- Assemble a Task Force of landowners, partners, and federal, state, & local government agencies
- Invite landowners to 3 community forums in North Routt, South Routt, & Steamboat area and select agricultural representative from each area to serve on the Task Force
- Compile information and review with NRCS
- Present draft Vulnerability Assessment to Task Force
- Finalize Vulnerability Assessment

## TASK 2) January-July 2023 - Develop Toolkit

### Method:

- Draft Toolkit with NRCS based on Vulnerability Assessment, land use, and applicable resource conservation practices such as cover crops, nutrient management, prescribed grazing, prescribed burning, and conservation tillage.
- Review draft Toolkit with Task Force and request input
- Finalize Toolkit

## TASK 3) July 2022-July 2023 - Outreach & Education

### Method:

- Conduct 3 Field Days in North Routt, South Routt, & Steamboat area
- Convene a workshop for local leaders
- Share announcements via social media and invitations via mailers
- Design 7 page Toolkit booklet and mail to every Routt County landowner
- Conduct survey

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

Consistent with our statutory obligation, monitoring the success of the project will be measured in tandem with existing monitoring efforts. A survey will be utilized to determine the success of our education and outreach efforts by determining the percentage of Routt County landowners reached and the percentage interested in partnering with RCCD to get Conservation on the Ground.

Once the conservation practices are on the ground, the success of the project will be monitored through:

- The STAR program & our Soil Health Initiative to measure improvements in Soil Health
- Soil Moisture Sensors to measure improvements in available Soil Water
- Work the Routt County Dept of Environmental Health to monitor improvements in Air Quality
- Work with the Upper Yampa River Watershed Group to monitor improvements in Water Quality
- Work with Colorado Parks & Wildlife and Trout Unlimited to monitor improvements in Stream Health and Wildlife Habitat

**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)**

Since the Toolkit is a document and not equipment or a physical structure, there are no operation and maintenance costs associated with the project.

However, developing a Toolkit is not the final outcome, it is only the first phase. The Toolkit will serve as a guide for building resiliency while addressing watershed health and water supply protection as well as serve as the framework for applying to future project-based grants. Implementing projects that result in on the ground conservation designed to build resiliency and subsequently improve wildlife habitat, water supply, water quality, air quality, and the overall health of our community are the end goals of this project.

*Does this project require local, state or federal permitting?*

Yes  No

*Is this project associated with decreed water rights?*

Yes  No

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

Yes  No

**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)**

RCCD's mission is to encourage stewardship of our natural resources in Routt County, Colorado; ensuring the preservation and sustainability of working landscapes through education, financial and technical assistance. Even though the RCCD mission is broader in scope as it covers all natural resources, it aligns with UYWCD's mission statement as it relates to conserving, protecting, and enhancing the water resources of the Upper Yampa River Basin for the benefit of the Basin.

This project aligns with many of the stated goals and objectives outlined in UYWCD's Strategic Plan. In particular, our project aligns with:

- GOAL 4: Protect all in-Basin beneficial vested water uses in the District, consistent with the policy statements above. And the objective to protect productive agricultural water uses in the District.
- GOAL 6: Provide adequate water supplies within the District in light of changing climate conditions, population shifts, and other changes. And the objectives to increase District's understanding of relevant effects of climate

change, population growth, and demographics for District planning, increase engagement with District constituents and other Upper Yampa Basin water interests in planning for long-term Yampa Basin water supply and use, expand **Board's understanding of relevant issues and trends for District decision-making.**

- GOAL 7: Promote healthy reservoirs, streams, and watersheds within the District in support of the policy statements above. And the objective to support efforts in the District to improve watershed management and forest and rangeland health.
- GOAL 8: Increase public understanding of water issues in the Upper Yampa Basin and the District's role in addressing them. **And the objectives to increase public's understanding of water issues in the Upper Yampa Basin and improve Board collaboration, participation, and representation with other organizations doing water-related work in the Upper Yampa Basin; improve two-way exchange among constituents, stakeholders, Board and staff regarding District priorities and activities.**

**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)**

Our project harmonizes with existing activity to expand, enhance, or leverage work being done and to build upon existing planning and conservation efforts in the Yampa River Basin. Additionally, RCCD is in the unique position to help further the goals of existing plans with this project and with our relationship with private landowners and agricultural producers. **The project's first task is to conduct a Vulnerability Assessment that compiles existing plans** or documents that have already assessed vulnerability or identified areas of concern. Our project aligns with:

-the IWMP by seeking to identify and spur projects and strategies that benefit water users and the environment by collaborating with land owners, non-profit organizations, and local, state, and federal governments.

-the SMP by building upon existing information to develop a science-based assessment; protect a strong local economy, particularly the agriculture sector; establish integrated and flexible management strategies that align with other planning efforts and strengthen resilience and sustainability; foster a culture of shared stewardship of the Yampa River among private landowners and community members; and preserve and enhance healthy aquatic and riparian habitat by increasing floodplain connectivity and improving riparian vegetation.

-the BIP by seeking to protect and encourage agricultural uses of water in the Yampa Basin within the context of private property rights and maintain and consider the existing natural range of water quality that is necessary for current and anticipated water uses.

**Budget:**

Total Project Cost: \$50,000

Requested Amount: \$37,490

**Please complete the Community Grant Funding Project Budget and Timeline Worksheet** - Attached

**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.***

RCCD seeks to partner with the following organizations utilizing their content expertise and existing planning documents to complete the assessment and develop the Toolkit. Partners will be invited to participate through a combination of Implementation and/or Funding.

Partners in Implementation through Technical Assistance and Outreach & Education:

- Natural Resources Conservation Service
- US Forest Service
- Bureau of Land Management
- Colorado State Forest Service
- Colorado Parks and Wildlife
- Routt County Commissioners
- Routt County Noxious Weed Group
- Routt County Department of Environmental Health
- City of Steamboat Springs
- CSU Extension
- Community Agriculture Alliance
- Upper Yampa Water Conservancy District
- Upper Yampa River Watershed Group
- Yampa/White/Green Basin Roundtable
- Friends of the Yampa
- Routt County Cattlemen's Association
- Routt County CattleWomen
- **Colorado Cattlemen's Agricultural Land Trust**
- Routt County Wildfire Mitigation Council
- Yampa Valley Sustainability Council
- The Nature Conservancy
- Trout Unlimited

Potential Partners in Funding:

- Yampa Valley Community Foundation (pending)

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

RCCD utilized a bottom-up estimation to prepare the project budget by estimating individual parts of the project and totaling them to get the project cost. Cost estimates are based on previous experience hosting events and bids.



Project cost categories:

1. Human resources - Salary rate of staff
2. Travel expenses - Staff who travel from one location to another to do project work
3. Material resources - All the items needed to perform the work, including marketing material and postage
4. 1% Contingency reserve - Contingency funds to allow for flexibility and reduce risks of budget overruns

Signature of Applicant: *Kristen Rockford*

Date: June 14, 2022



### Budget & Timeline Worksheet

Date: June 14, 2022

Project Name: Routt County Landowner Toolkit for Drought, Wildfire, & Soil Health Resiliency

Project Applicant: Routt County Conservation District

Matching Funds				Funds Committed (Y/N)
Funding Partner*	Cash	In-Kind	Total	
RCCD-Staff Salary	\$ 3,750.00		\$ 3,750.00	Yes
RCCD-Board Members time		\$ 1,260.00	\$ 1,260.00	Yes
Pending-grant from Yampa Valley Community	\$ 7,500.00		\$ 7,500.00	No
Foudation			\$ -	
			\$ -	
<b>Total</b>	<b>\$ 11,250.00</b>	<b>\$ 1,260.00</b>	<b>\$ 12,510.00</b>	

\*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	Vulnerability Assessment	Jul-22	Dec-22	\$ 10,750.00	\$ 3,750.00		\$ 14,500.00	
2	Develop the Toolkit	Jan-23	Jul-23	\$ 6,490.00	\$ 3,750.00	\$ 1,260.00	\$ 11,500.00	
3	Outreach & Education	Jul-22	Jul-23	\$ 19,750.00	\$ 3,750.00		\$ 23,500.00	
4	Contingency 1%	Jul-22	Jul-23	\$ 500.00			\$ 500.00	
<b>Total Project Cost</b>				<b>\$37,490</b>	<b>\$11,250</b>	<b>\$1,260</b>	<b>\$50,000</b>	
							<b>UYWCD</b>	<b>\$37,490</b>
							<b>Cash Match</b>	<b>\$11,250</b>
							<b>In-Kind Match</b>	<b>\$1,260</b>

### Detailed Budget

Task No.	Task Description	Cost	UYWCD Funds	Cash Match	In-kind Match	Total
<b>1</b>	<b>Conduct Vulnerability Assessment</b>		\$ 10,750.00	\$ 3,750.00		\$ 14,500.00
	schedule & lead Task Force, complete assesment	\$ 11,000.00				
	3 Community Forums: event space, food travel	\$ 3,000.00				
	mileage	\$ 250.00				
		\$ 250.00				
<b>2</b>	<b>Develop the Toolkit</b>		\$ 6,490.00	\$ 3,750.00	\$ 1,260.00	\$ 11,500.00
	Toolkit: draft, design, finalize	\$ 11,000.00				
	travel	\$ 250.00				
	mileage	\$ 250.00				
<b>3</b>	<b>Outreach &amp; Education</b>		\$ 19,750.00	\$ 3,750.00		\$ 23,500.00
	Events: schedule and lead	\$ 11,000.00				
	3 Field Days & Workshop: event space & food	\$ 2,500.00				
	Postage/Print Material: booklet, invitations	\$ 10,000.00				
<b>4</b>	<b>Contingency 1%</b>	\$ 500.00	\$ 500.00			\$ 500.00
		\$ 50,000.00				\$ -
<b>Total Project Cost</b>			<b>\$37,490</b>	<b>\$11,250</b>	<b>\$1,260</b>	<b>\$50,000</b>

March 29, 2022

RE: Support for RCCD Grant Application

Dear Grant Committee,

I am writing this letter to express the Routt County Board of County Commissioners' support for Routt County Conservation District's (RCCD) Grant Application.

The project proposed by RCCD will address issues facing all landowners in Routt County, especially the agricultural community, in a plethora of very pertinent topics including drought and wildfire resiliency as well as improving soil health and productivity.

Routt County Board of County Commissioners is excited to work supporting RCCD's efforts. Furthermore, this proposal helps Routt County accomplish our mission, which is to Efficiently Deliver a Balance of Public Services and Infrastructure to Provide a Safe and Healthy Place to Live for Present and Future Generations. We strongly support this grant application and urge its approval.

Please feel free to contact me with any questions by email at [bmelton@co.routt.co.us](mailto:bmelton@co.routt.co.us).

Sincerely,



M. Elizabeth Melton  
Chair





Steamboat Springs Field Office  
1475 Pine Grove Road, Ste. 201A  
Steamboat Springs, CO 80487  
(970) 879-3225

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**Subject:** NRCS alignment with RCCD's efforts towards evaluating and improving drought and wildfire resilience and improving soil health in Routt County.

**Date:** March 24th, 2022

To whom it may concern,

This letter is to express the alignment of the Steamboat NRCS office with the Routt County Conservation District's effort to evaluate and improve drought and wildfire resilience and improve soil health in Routt County. NRCS works with Conservation Districts to ensure that there is local input that drives conservation efforts. Drought, wildfire, and soil health were all high priorities in Routt County when input was solicited at the last local working group meeting. These three resource concerns and the practices that address them are a priority for local NRCS funding and technical assistance, and will align well with efforts of the Conservation District to find funding to address them.

NRCS currently funds projects in Routt County with the goal of addressing drought and wildfire resilience, and soil health improvements. Many times, NRCS funds can not cover all the work that is needed to complete the project. It is a barrier to completing many projects. Working with other organizations that can bring additional resources to the projects would increase the chance of successful treatment across more of the landscape.

If you have questions, please contact me at (970)879-3225 x108, or [Clinton.Whitten@usda.gov](mailto:Clinton.Whitten@usda.gov).

A handwritten signature in black ink that reads 'Clinton Whitten'. The signature is written in a cursive, slightly slanted style.

Clinton Whitten  
Resource Team Lead  
Steamboat Springs

**BOARD MEMBER REPORTS**

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## REPORT OF GENERAL COUNSEL AND UPDATE FROM ERIN LIGHT

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# BOARD COMMUNICATION FORM

**From:** Scott Grosscup, legal counsel

**Date:** May 10, 2022

**Item:** Water Resumes for May/June

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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I have reviewed the water resumes of water applications filed in Water Divisions 5 and 6 in the month of May. June's resume is not available at the time of writing for Divisions 5 & 6. I did not see any water court applications filed in the month of May to be of concern to the District. I will report on the June resumes at the board meeting.



**PENDING WATER CASES**

**STATUS OF OTHER WATER CASES**

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# BOARD COMMUNICATION FORM

**From:** Scott Grosscup, legal counsel

**Date:** July 11, 2022

**Item:** Water Court Cases Update

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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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. No trial dates have been set.

**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. This matter has been re-referred to the water judge and no trial dates have been set.

**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, which closed at the end of January, and the matter is not before the water referee. There are currently no case management deadlines in place and we are awaiting the Division Engineer’s Consultation Report. 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. There are currently no case management deadlines in place and we are awaiting the Division Engineer’s Consultation Report.

**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. There are currently no case management deadlines in place and we are awaiting the Division Engineer’s 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. There are currently no case management deadlines in place and we are awaiting the Division Engineer’s Consultation 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. We met with the Division Engineer and have provided additional information in support of the protest. No further action has occurred as the Division is awaiting the timing for intervenors to expire at the end of August.

**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 parties are in the early stages of discovery and are looking to schedule depositions. Fact discovery is to be completed in July with responses to the summary judgment motion due in September. A trial date is not set but would occur after January of 2023.

**NEW BUSINESS**

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## EXECUTIVE SESSIONS

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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

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**DETERMINATION OF NEXT MEETING(s) AGENDA(s)**

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# AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT  
BOARD OF DIRECTORS MEETING  
WEDNESDAY, SEPTEMBER 21, 2022 (12:00 PM)  
MOUNTAIN VALLEY BANK COMMUNITY ROOM  
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO  
ONLINE MEETING:**

[HTTPS://US06WEB.ZOOM.US/J/89781422837?PWD=NGNEQTVFL1G1ENHAEThXWHhTQmc5UT09](https://us06web.zoom.us/j/89781422837?pwd=NGNEQTVFL1G1ENHAEThXWHhTQmc5UT09)

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: SEPTEMBER 12 (MONDAY) 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](mailto: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 **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 July 20, 2022, Board of Directors Meeting



- b. Financials
  - i. Approval of Disbursements
  - ii. Budget Comparison and Amendment
- (5) **12:15 PM** Report of General Manager
  - a. UYWCD Strategic Plan
  - b. Presentation of First Draft of 2023 UYWCD Budget
  - c. UYWCD October 19, 2022, Board Retreat Draft Agenda
  - d. Determination of auditor
  - e. UYWCD Employee Handbook and District Policy Updates
  - f. Colorado Paid Family and Medical Leave Insurance (FAMLI) Program
- (6) **XX:XX PM** District Engineer Report
  - a. Update on Reservoir Water Status
  - b.
- (7) **XX:XX PM** Public Information Updates
  - a.
- (8) **XX:XX PM** Board Member Reports
- (9) **XX:XX PM** Report of General Counsel
  - a.
- (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.