

AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, JULY 21, 2021 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

<https://us06web.zoom.us/j/83870509899?pwd=MXIvL3drVIUvY1Y1MEUxZzVNOFcvZz09>

As recommended by the state public health order and the CDC, the Upper Yampa Water Conservancy District requests that unvaccinated people attending the Board of Directors meeting at the Mountain Valley Bank Community Room wear a mask.

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

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

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:00 PM** Approval of Agenda for Meeting **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 for May 19, 2021, Board Meeting, June 3, 2021, Board Governance Committee Meeting and June 16, 2021, Executive Committee Meeting

- b. Financials
 - i. Approval of Disbursements
 - ii. Budget Comparison
- (5) **12:20 PM** Report of General Manager
 - a. Sickles Parcel **Action item**
 - b. CWT Ten-Year Contract for Stagecoach Reservoir Update
 - c. Augmentation Contracts Update
 - d. New Stagecoach Water Storage Contract **Action Item**
 - e. 6-month Review of 2021 Strategic Plan
- (6) **2:00 PM** District Engineer Report
 - a. Update on Reservoir Water Status
 - b. Update on Capital Projects
- (7) **2:15 PM** Public Information Updates
 - a. UYWCD BOD Field Trip Update
 - b. Grant and Scholarships Update
 - c. Upcoming Events
 - d. New UYWCD Website
- (8) **2:45 PM** Report of General Counsel
 - a. UYWCD – CPW Stagecoach State Park Lease **Action item**
 - b. Augmentation Contract Local Government Addendum **Action item**
- (9) **3:00 PM** Pending Water Cases
 - a. Water Resumes
 - b. Status of Other Water Cases **Action item**
- (10) **3:15 PM** Board Member and Lower Yampa River Basin Entity Reports
 - a. Governance Committee Report
 - b. Moffat County Water Matters Update
 - c. Upper Yampa Watershed Group
- (11) **4:00 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**
- (12) **4:05 PM** Executive Sessions:
 - a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____(insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____(insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (13) **4:15 PM** Board Actions in Regard to Executive Session
- (14) **4:20 PM** Determination of Next Meeting Agenda
- (15) **4:30 PM** Adjournment.

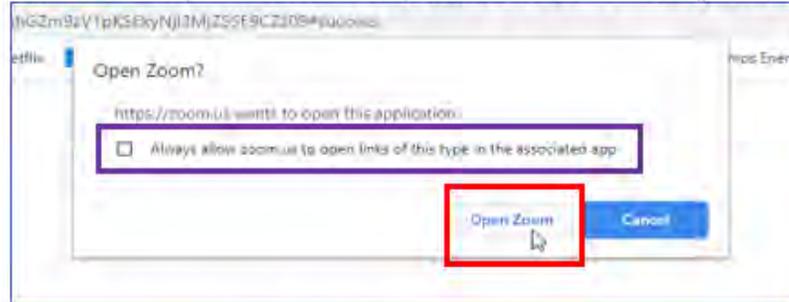
How to join a Zoom meeting

Join via "Join Zoom Meeting" link:

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

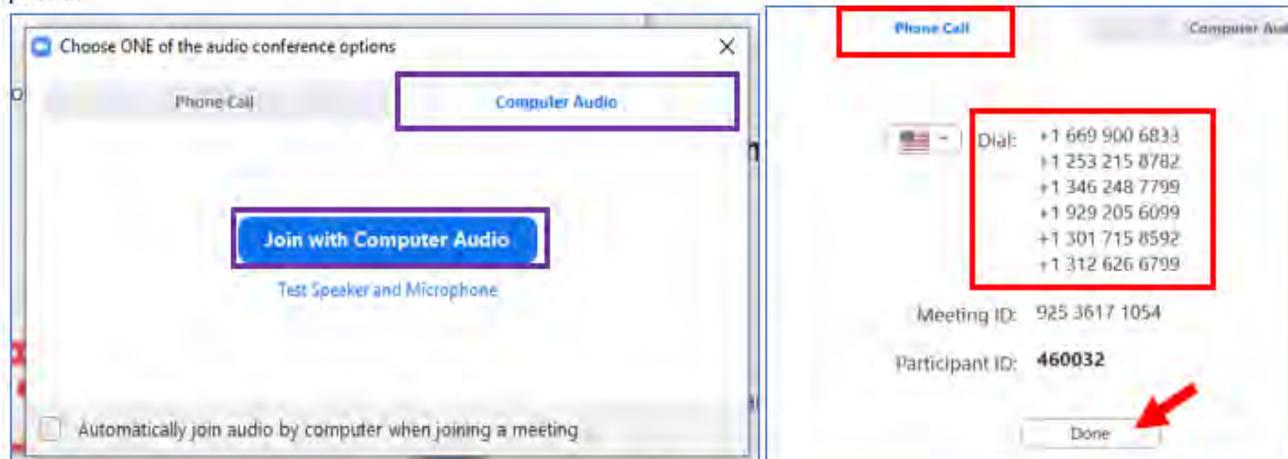


If you have not used Zoom before, you may receive this dialogue box to open Zoom. First, click on "always allow zoom.us..." so you will automatically connect for future meetings. Then, click on "Open Zoom" and follow the prompts.



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

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



Join via cell phone with "One tap mobile":

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

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



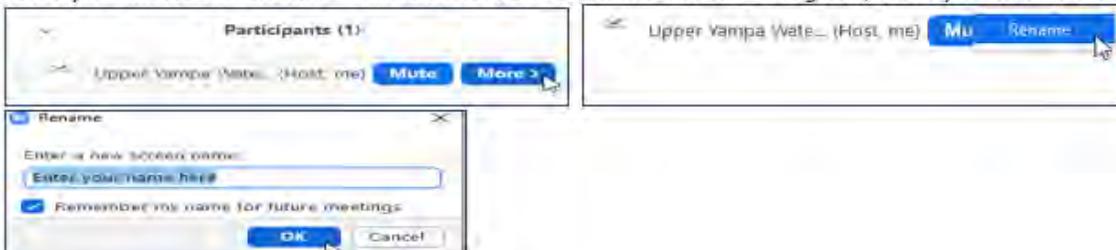
Join via "Dial by your location":

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



Be sure you are identified properly:

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



Contact Deb Bastian for any questions

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

PUBLIC INPUT AND COMMENT

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



RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD OF DIRECTORS MEETING WEDNESDAY, MAY 19, 2021 (12:00 PM) ONLINE MEETING:

[HTTPS://ZOOM.US/J/93363916720?pwd=Nkd0WnDSMLVpBGtWSTh3Vi9RVJhZZz09](https://zoom.us/j/93363916720?pwd=Nkd0WnDSMLVpBGtWSTh3Vi9RVJhZZz09)

MINUTES

Chairman Ken Brenner called the meeting to order and declared a quorum present. In addition to Chairman Brenner, the Board Members present were Doug Monger, Jim Haskins, 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 included Alyson Gould and Mickey O'Hara, Colorado Water Trust; Erin Light, Colorado Division of Water Resources; Kelly Romero-Heany, City of Steamboat Springs; Kelly Watson and Zachary Yeoman, Watson Coon Ryan, CPA; Guthrie Lowe, Division of Natural Resources; Tim Sullivan, Yampa Valley Sustainability Council; Billy Mitzelfeld, Routt County Planning Commission; Kevin McBride and Jerry Smith.

This meeting was held entirely 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 Minutes for March 17, 2021 Board Meeting and Acceptance of April 14, 2021 CPW Negotiating Committee Meeting minutes
 - b. Financials
 - i. Approval of Disbursements
 - ii. Budget Comparison
- (5) **12:20 PM** Report from Chief Accountant **Action item**
 - a. Budget Amendment **Action item**
 - b. Audit **Action item**
- (6) **12:40 PM** District Engineer Report
 - a. Reservoir Water Status
- (7) **12:50 PM** Report of General Manager
 - a. Coal Creek Project Update
 - b. Stagecoach State Park Lease Agreement Update

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- c. Yampa Basin and State Affairs Update
- d. ERC Agreement **Action item**
 - i. ER Contract Form for Inclusion in SC Water Marketing Policies
 - ii. Proposed ERC Agreement(s) with CWT
- (8) **2:05 PM** Public Information Updates
 - a. Yampa River/Walton Creek Confluence Restoration Grant Funding Request **Action item**
 - b. Approval of Augmentation Contract, Water Marketing Policy, and Disclaimer Language **Action item**
 - c. Augmentation Contracting Update
- (9) **2:35 PM** Board Member Reports
- (10) **2:45 PM** Pending Water Cases
 - a. Water Resumes
 - b. Status of Other Water Cases **Action item**
- (11) **3:05 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**
- (12) **3:15 PM** Executive Sessions:
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 - 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) **3:35 PM** Board Actions in Regard to Executive Session
- (14) **3:40 PM** Determination of Next Meeting Agenda
- (15) **3:50 PM** Adjournment.

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

Meeting Agenda. General Manager Rossi requested an addition to the agenda of item 6.b. Review of New Abatement Criteria for Yamcolo Reservoir. Director Monger moved to approve the agenda as amended. Director Halliday seconded the motion which was unanimously approved.

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

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

Report from Chief Accountant.

Budget Amendment. Chief Accountant Karina Craig provided an overview of the proposed budget amendment and resolution. Director Monger moved to approve Resolution 2021-3 – Resolution for Amended Budget and Appropriation for the Upper Yampa Water Conservancy District, Colorado and all seven “Be It Resolved” items. Director Sharp seconded the motion which was unanimously approved.

Audit. Chief Accountant Karina Craig reviewed the audit process. Kelly Watson of Watson Coon Ryan, CPA’s, reviewed and provided an overview of the audit report. She noted that there are no significant changes or

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adjustments from the previous year and the District has a strong net position. She further stated that the District is doing well at designing internal controls and checks and balances with its processes. Director Sharp moved to accept the audit report as presented. Director Jones seconded the motion which was unanimously approved.

District Engineer Report.

Reservoir Water Status. District Engineer Emily Lowell provided an update on the reservoir water status. Emily noted that the Bear River went under administration on Monday, May 17, 2021. The Board reviewed and discussed the materials presented.

Yamcolo Reservoir Abatement. General Manager Rossi reminded the Board about the new Yamcolo Reservoir agricultural water storage agreements. He provided a review of the language and a corresponding chart showing the Yamcolo Reservoir storage abatement for 2021.

General Manager Rossi informed the Board that Neal Obray has been hired as the new Facilities Operator to replace Matt Blankenship.

Report of General Manager.

Coal Creek Project Update. General Manager Andy Rossi reviewed the plan and schedule and noted that staff will proceed with the technical analysis required for the District to develop a clear estimate of the potential for a Coal Creek Diversion to accomplish the intended project purposes.

Stagecoach State Park Lease Agreement Update. General Manager Rossi recapped the April 14, 2021 Negotiating Committee Meeting with CPW. Guthrie Lowe from CPW provided a presentation of the logistics and future capital improvement plans for Stagecoach State Park.

Yampa Basin and State Affairs Update. General Manager Rossi reviewed the current bill status sheet and provided a recap of the presentations to the Moffat County Commissioners regarding the over-appropriation request.

ERC Agreement. General Manager Rossi provided an overview and discussed the intended use of the draft water supply contract form for environmental instream and recreational storage at Stagecoach Reservoir. Director Sharp moved that the UYWCD Board of Directors adopts the proposed environmental instream and recreational water storage contract form for new Stagecoach Reservoir water contracts with the inclusion of the following suggested edits as provided in the CWT's proposed draft 1 year contract :

1. Section 2.1, 1st paragraph, line 4, Page 4 – approve addition of “**minus any releases made ...July 15, 202_.**”
2. Section 2.1, 1st paragraph, line 5, Page 4 – approve the change of date from July 15th to **June 15th.**
3. Section 2.1, 2nd paragraph, Page 4 – not approve the addition of the paragraph “**Contractor may request to contract for additional volumes....subject to the terms and conditions of this Contract.**”
4. Section 2.6, line 2, Page 6 – not approve the change from “**Contractor shall use...**” to “**Contractor may use...**”
5. Section 2.6, line 3, Page 6 – not approve the removal of “**environmental/and or recreation and/or instream flow beneficial...**”
6. Section 2.6, line 7, Page 6 – not approve the removal of “**with Reuse Contractors...**”
7. Section 2.6, line 10, Page 6 – not approve the removal of “**occur within the boundary of the Upper Yampa and...**” or the addition of “**be...**” to replace the requested strike out.
8. Section 2.7, line 5, Page 6 – approve the correction of typographical errors.
9. Section 3.2, line 5, 6, & 7, Page 7 – approve the correction of capitalization.

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10. Section 3.2, Line 13, Page 7 – approve the addition of “**and prior approval of the ... forth in Section 2.6, above...**”
 11. Section 3.2, Line 14 & 15, Page 7 – approve the correction of “**Stored Water**” to “**Contracted Water**”.
 12. Proposed Exhibit A, Page 14 – not approve of this form.
- Director Jones seconded the motion.

Alyson Gould of the Colorado Water Trust provided background on the sections of the form not approved as part of the motion. The Board discussed. Director Sharp revised his motion to add “**and/or municipal**” to “**Contracted Water for environmental and/or recreation and/or instream flow..**” in Section 2.6, line 3, Page 6. Director Jones was no longer available to second the amended motion, therefore Director Monger seconded the amendment. After further discussion, Director Sharp rescinded his amended motion.

Alyson Gould discussed the limitations on uses and reuse contractors in Section 3.2. During discussions it was recommended that the District look to add municipal as a contracted use. Director Sharp amended his motion to include “**and/or non-consumptive and non-augmenting municipal**” to Section 2.6, line 2 on Page 6. Director Monger seconded the amendment. Directors Brenner, Monger, Sharp, Halliday, Seltzer and Haskins voted in favor. Director Jones was no longer present at the meeting. The motion passed.

General Manager Rossi asked the CWT representatives to provide an overview of their proposals for the 1 year and 10-year ER contracts. The Board reviewed the 1-year proposal and discussed the added language in 2.1 and the amount of water they would be contracting for in Part D of page 2. The CWT stated that they would be contracting for 1000 AF and any additional calls would be up to another 1000 AF. The Board asked staff if the timeframe noted in Section 2.1 of “**Within three (3) days of such request**” would be attainable. General Manager Rossi requested that timeframe be changed to seven (7) business days. The CWT agreed with this change.

Director Monger moved to approve the proposed 1-year contract based on the changes agreed upon. Director Halliday seconded the motion. Director Sharp asked for additional wording to be added to section 2.1 insert that states “**the additional amount to be contracted would not exceed 1000 AF.**” Director Monger accepted the amendment. Directors Brenner, Monger, Sharp, Halliday, Seltzer and Haskins voted in favor. Director Jones was no longer present at the meeting. The motion passed. The Board, General Counsel and staff applaud the sincere and earnest efforts of the CWT during this process.

The Board reviewed the 10-year contract and was reminded that this is a working outline and that the Board is accepting the document in principal and will continue to work with the CWT to finalize the contract. Alyson Gould noted she had two areas of change she wanted to address with the Board. First, is where seepage is applied – all volumes or just leave for first. General Manager Rossi stated that he would like to keep our policy statements consistent and follow the adopted fill and release policy language to evaporation and seepage to any contracted volume out of Stagecoach. Second is the highlighted text in Section 6.2.2 – Releases that states “**in the event Upper Yampa does not... third-party’s demand**”. The CWT does not want to delete this clause as it is the primary difference between Volume 2 and 3 and that the UYWCD would have a potential buyer. The Board agreed with keeping the clause.

Director Monger moved to approve in concept the draft 10-year ERC as provide and to come back to the Board for further review. Director Halliday seconded the motion. Alyson Gould also noted that she wanted the Board to review CWT’s request to delete Section 14. Indemnification as they have concerns that this deletion would allow them to be named in a lawsuit related to UYWCD operations. General Counsel Weiss stated he would need to review the request further. Directors Brenner, Monger, Halliday, Seltzer and Haskins voted in favor.

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Director Sharp opposed the motion. Director Jones was no longer present at the meeting. The motion passed with a 5 to 1 in favor.

Public Information Updates

Yampa River/Walton Creek Confluence Restoration Grant Funding Request. Public Information and External Affairs Manger Holly Kirkpatrick introduced Kelly Romero-Heaney and Tim Sullivan who provided a presentation on the restoration plan development project and grant request. Director Seltzer moved to approve the grant request of \$5,000. Director Monger seconded the motion. Directors Brenner, Monger, Sharp, Halliday, Seltzer and Haskins voted in favor. Director Jones was no longer present at the meeting. The motion passed.

Approval of Augmentation Contract, Water marketing Policy, and Disclaimer Language. Public Information and External Affairs Manger Holly Kirkpatrick discussed the review of and changes to the augmentation contract language that would ensure the appropriate procedures for approving augmentation contracts. Director Sharp moved to approve the suggested change to the contract and changes to the policy as outlined. Director Monger seconded the motion. Directors Brenner, Monger, Sharp, Halliday, Seltzer and Haskins voted in favor. Director Jones was no longer present at the meeting. The motion passed.

Augmentation Contracting Update. Public Information and External Affairs Manger Holly Kirkpatrick commented that the District is receiving more inquiries and application for augmentation plans and the approval process for these contracts was reviewed. After discussion, the Board requested for the next Board meeting that staff provide suggestions of when notice of an augmentation application is to be given to the Board.

Board Member Reports. Director Brenner noted the reports provided in the packet.

Pending Water Cases.

Water Resumes. General Counsel Weiss stated that per Special Counsel Grosscup's memo there were no applications that would impact the District's water rights.

Status of Other Water Cases. General Counsel Weiss give a brief overview of the summary provided by Special Counsel Grosscup on the Lake Catamount case. Since further information was requested, General Counsel Weiss suggest that this item be tabled to an Executive Committee meeting. Director Sharp moved to table the item to an Executive Committee meeting. Director Monger seconded the motion. Directors Brenner, Monger, Sharp, Halliday, Seltzer and Haskins voted in favor. Director Jones was no longer present at the meeting. The motion passed. General Manager Rossi clarified that the next Executive Committee meeting scheduled is June 16th.

New Business. There was no new business.

Executive Session. It was determined that an Executive Session was not warranted.

Board Action Regarding Executive Session. There was not Executive Session.

Determination of Next Meeting Agenda. The agenda for the July 21, 2021 Board Meeting was reviewed. The Board requested the following additions to the agenda:

- Governance Committee Report
- Augmentation Application Notice to Board

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Director Monger moved to adjourn the meeting at 5:11 PM. Director Sharp seconded the motion which was unanimously approved.

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

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD GOVERNANCE COMMITTEE MEETING THURSDAY, JUNE 3, 2021 (9:00 AM)

ONLINE MEETING:

[HTTPS://ZOOM.US/J/93583327998?pwd=BMPZOWE4AXNNL2PHRMNYUTBLYNPTDZ09](https://zoom.us/j/93583327998?pwd=BMPZOWE4AXNNL2PHRMNYUTBLYNPTDZ09)

MINUTES

Chairman Ken Brenner called the meeting to order and declared a quorum present. In addition to Chairman Brenner, the Committee Members present were Jim Haskins, Webster Jones and Nicole Seltzer. General Manager Andy Rossi and Business Manager Deb Bastian were also present.

This meeting was held entirely 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) **9:00 AM** Establishment of Quorum and Call to Order
- (2) **9:00 AM** Approval of Agenda for Meeting **Action item**
- (3) **9:05 AM** 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) **9:10 AM** Governance Manual/Policies Review – link to Strategic Plan approved at January 15, 2020, BOD meeting: http://www.upperyampawater.com/wp-content/uploads/Strategic-Plan_Adopted-1_15_2020.pdf
- (5) **11:00 AM** Adjournment.

Chairman Brenner established a quorum and called the meeting to order at 9:05 AM.

Meeting Agenda. Director Haskins moved to approve the agenda. Director Jones seconded the motion which was unanimously approved.

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

Governance Manual/Policies Review. Chairman Brenner commented that the goal for today is to review the document and identify areas for updating and for General Counsel review. The document would then be presented to the full Board.

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The Committee reviewed the document and noted the following areas for revision and further consideration:

- **District Background** – Page 3 – update the list of water users and revised the statement “In 2012, the District partnered with the Colorado Water Trust...” to clarify, historically, when the uses started and to be more reflective of where the District is today.
- **Relevant Legal Authority** – Page 3 – Requested General Counsel Weiss review and to determine if the policy on electronic meetings needs to be included in this section.
- **Chapter 1 – Role and Authority**
 - Role of the Board
 - The Governance Committee will address how the Strategic Plan is updated and reported to the Board.
 - Develop a mechanism to solicit and collect input to be sure the District is promoting the best interests of its constituents/stakeholders.
- **Chapter 2 – Board Interactions with General Manager, Counsel and Staff**
 - The Board’s Relationship with the General Manager – Item #4 – The Committee, with the guidance of the General Counsel, will consider implementing a standardized review process for the General Manager.
- **Chapter 3 – Board Governance**
 - Board Meeting Schedule and Location – Consider amending the section to reflect the general annual meeting schedule and the parameters to offering a hybrid system of in person and online participation for meetings.
 - Board Meeting Structure
 - Add “**Strategic Plan Update**” item to the agenda list.
 - Provide a specific definition of what “**Consent Agenda**” means.
 - Electronic Communications – General Counsel Weiss will be requested to review this section.
- **Chapter 4 – Board Interactions with the Public**
 - Engaging the Public in General – The Committee discussed the importance of the Board’s culture and how Board members will be held accountable for their actions when engaging with the public. It was suggested that language be added to the bottom of Page 9 to express the importance of decorum, being polite, etc.
 - Representing the District Outside of Board Meetings – General Manager Rossi stated that Board members can refer members of the public to contact him with any questions or information on District positions. Chairman Brenner requested General Manager Rossi to develop language regarding his statement to be included in this section.
- **Chapter 6 – District Liability and Insurance Issues** – The Committee will request the General Counsel review this section.

General Manager Rossi asked the Committee to consider how involved the Board wants to be with certain minor items that staff has been provided the authority to act on behalf of the Board, such as an approved grant programs, augmentation plans or scholarships. General Manager Rossi suggested that the delegation of authority from the Board to staff be reviewed annually as part of the Strategic Plan review. Chairman Brenner stated that the Board Governance Committee is the core group that should review the Strategic Plan and grant program criteria developed by staff to make recommendations to bring to the full Board. It was further recommended that language be added to the Agenda to encourage Board members and the public to contact the General Manager with questions prior to the meeting.

The Committee discussed the next steps and requested staff prepare a summary of the topics that the Committee wants to further discuss. Also, staff will prepare edits based on today’s discussions and provide the edited

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version to General Counsel Weiss for review. The Committee will review the edited document at the next meeting on August 18, 2021.

Director Haskins moved to adjourn the meeting at 11:04 AM. Director Jones seconded the motion. Directors Brenner, Haskins and Jones voted in favor. Director Seltzer was no longer present at the meeting. The motion passed.

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

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT EXECUTIVE COMMITTEE MEETING WEDNESDAY, JUNE 16, 2021 (11:00 AM) ONLINE MEETING:

<https://zoom.us/j/98878938326?pwd=VmVtSTNhQkVrZ3dMNW9GNW5wZjIldz09>

MINUTES

Chairman Ken Brenner called the meeting to order and declared a quorum present. In addition to Chairman Brenner, the Committee Members present were Doug Monger, John Redmond, Tom Sharp and Webster Jones. Board Members present were Lyn Halliday. General Manager Andy Rossi, Business Manager Deb Bastian, Chief Accountant Karina Craig, General Counsel Bob Weiss and Special Counsel Scott Grosscup were also present.

This meeting was held entirely 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:

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- (1) **11:00 AM** Establishment of Quorum and Call to Order
- (2) **11:00 AM** Approval of Agenda for Meeting **Action item**
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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
- (4) **11:10 AM** Case No. 20CW3015 – Lake Catamount Refill **Action item**
- (5) **11:45 AM** Sickles Parcel
- (6) **12:15 PM** Executive Session
 - 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.
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- (7) **XX:XX PM** Committee actions in regard to Executive Session
- (8) **XX:XX PM** Adjournment.

RECORD OF PROCEEDINGS

Chairman Brenner established a quorum and called the meeting to order at 11:11 AM.

Meeting Agenda. Director Sharp moved to approve the agenda. Director Jones seconded the motion which was unanimously approved.

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

Case No. 20CW3015 – Lake Catamount Refill. Special Counsel Grosscup reviewed the status of the Lake Catamount Refill Case No. 20CW3015, stipulation and draft ruling with the committee.

Executive Session. At 11:28 AM Director Sharp moved, Director Jones seconded, and it was unanimously agreed to go into Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and Lake Catamount Refill Case No. 20CW3015. 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.

The Chairman then announced that if any person who participated in the executive session believed that any substantial discussion of any matters not included in the motion to go into executive session occurred in the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, that such person state their concern for the record. No one stated concerns.

Sickles Parcel. General Manager Rossi reported that Trout 123 is offering the Sickles West property to the UYWCD for purchase and that staff and legal counsel have performed preliminary research into the details of the property and associated attributes. General Manager Rossi outlined the merits of purchasing the Sickles West property from Trout 123. During the committee's discussion of the Sickles property purchase, Director Monger disclosed a potential conflict of interest that he is a lessee of the property. The committee discussed the possible conflict of interest and decided that Director Monger should not vote on the Sickles parcel item at the July meeting. However, the committee members did ask Director Monger to share his knowledge and perspective of the property since no decision was scheduled at the time.

Executive Session. At 12:11 PM Director Sharp moved, Director Redmond seconded, and it was unanimously agreed to go into 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 Trout 123 offering Sickles West property to the UYWCD for purchase. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

The Chairman then announced that if any person who participated in the executive session believed that any substantial discussion of any matters not included in the motion to go into executive session occurred in the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, that such person state their concern for the record. No one stated concerns.

Committee Actions in regard to Executive Sessions. Chairman Brenner stated there was no action required.

Director Monger moved to adjourn the meeting at 12:30 PM. Director Sharp seconded the motion which was unanimously approved.

RECORD OF PROCEEDINGS

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: _____

STATEMENT FROM ATTORNEY REGARDING ATTORNEY-CLIENT PRIVILEGE

The undersigned Robert G. Weiss hereby attests, pursuant to CRS Section 24-6-402(2)(d.5)(II)(B), that the portion of the executive session that was not recorded and which related to the Lake Catamount Refill Case No. 20CW3015 constituted a privileged attorney-client communication in the opinion of the undersigned attorney.

Robert G. Weiss, Counsel

Date: _____

STATEMENT FROM CHAIR OF EXECUTIVE SESSION REGARDING ATTORNEY-CLIENT PRIVILEGE

The undersigned chairman hereby attests, pursuant to CRS Section 24-6-402(2)(d.5)(II)(B), that all of the executive session that was not recorded was confined to the topics authorized for discussion in an executive session pursuant to subsection (4) of CRS Section 24-6-402.

Ken Brenner, Chairman

Date: _____

CONSENT AGENDA

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





BOARD COMMUNICATION FORM

From: Karina Craig, Chief Accountant.

Date: July 12, 2021

Item: Financial Reports: Cash Disbursement Report, June 30, 2021 Budget Comparison Report.

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The **Cash Disbursement Report** contains disbursements from the Upper Yampa Water Conservancy District (the District) of reconciled monthly statements. These include disbursements incurred with check and electronic payments through June 30, 2021, and credit card payments through June 3, 2021. Disbursements include operating and capital expenditures totaling \$297,867.97.

The **Budget Comparison report** was run on July 9, 2021, with transactions accrued up to June 30, 2021. Additional transactions for the month of July are expected.

Power Revenues and Tax Revenues reported are those accrued through June 30, 2021. Actual revenues related to Water Sales are those from Augmentation Plan application fees. Water Sales users will be invoiced in the month of July and later in the year.

Water Sale Revenues projected for the year 2021 vary slightly from budgeted revenues. Sources of such variances include:

- ✓ New contracts (Colorado Water Trust, 1,000 AF, \$45,560)
- ✓ Augmentation plan application fees (\$3,600)
- ✓ The small price adjustments that follow the publication of the semiannual CPI index, a few months after the annual budget is approved (\$3,269)

Power Revenues and Interest earned are projected to be below budget. Power Revenues vary with water storage and release management, powerhouse maintenance needs, and overall water availability conditions. Interest income from Colotrust investments represents most of the District's interest revenues and reflect changing market conditions.



The District generally receives 96% of its Tax Revenues in the first half of the year. Annual budgeted amounts were accrued by June 30, 2021, and thus annual projections are estimated to be slightly above budget.

To date, the District has accrued approximately 40% of budgeted Expenses and Capital Expenditures. They are projected to remain within budget.

Pass through revenues and accrued expenditures in reference to the *Diversion Infrastructure Improvement Project* are shown in the report as well.

II. Summary and Alternatives: none.

III. Staff Recommendation: Accept reports.

IV. Legal Issues: None

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

Attachments:

Attachment 1: Cash Disbursement Report.

Attachment 2: Budget Comparison Report.

Upper Yampa Water Conservancy District
Cash Disbursement Report
June 30, 2021

Date	Name	Memo	Amount
04/02/2021	Verizon Wireless	Stagecoach Cell phones, 3-14-21 to 4-13-21.	121.73
04/03/2021	DropBox	Subscription	119.88
04/05/2021	CrashPlan Code42	Monthly subscription, April services.	9.99
04/05/2021	NDS Northwest Data Services	IT Services. Monthly Cloud Services, April.	143.50
04/06/2021	Garmin	Monthly subscription, 4-06-21 to 5-05-21.	34.95
04/06/2021	Lyn Halliday	Director fees	300.00
04/06/2021	Tom Sharp	Director fees	600.00
04/08/2021	Intuit QuickBooks	Intuit Quickbooks software	2,344.00
04/09/2021	Amazon	Office supplies	10.38
04/14/2021	Amazon	Office supplies	13.28
04/16/2021	Edge Communications	Services 4-06-21 to 5-05-21	116.89
04/20/2021	ACE Hardware	Facilities' maintenance	22.49
04/20/2021	Flat Tops Ranch Supply	Facilities' maintenance	217.57
04/20/2021	Gray Matter Systems, LLC TMMI	Professional Services through March 31, 2021. SCADA Upgrade. Stagecoach Reservoir.	647.50
04/20/2021	LRE Water	Water Rights Review, engineering analysis.	1,694.00
04/20/2021	Mountain View Car Wash	Vehicle maintenance	43.00
04/20/2021	Mountaintown Film Collective	Your Water Table video series	2,000.00
04/20/2021	NDS Northwest Data Services	IT Services	450.00
04/20/2021	Rachel Girard	Website and Communications	60.00
04/20/2021	Timber Line Electric & Control	Stagecoach maintenance, intake tower elevation sensor maintenance.	521.05
04/21/2021	Adobe	Monthly subscription, 4-20-21 to 5-19-21.	118.93
04/22/2021	YVEA	Electric at Stagecoach powerhouse and shed, 3-01-21 to 4-01-21.	777.66
04/24/2021	CenturyLink	Stagecoach telephone, 4-01-21 to 4-30-21.	162.74
04/27/2021	SmartVault	Software, April.	42.40

Subtotal

10,571.94

Upper Yampa Water Conservancy District
Cash Disbursement Report
June 30, 2021

Date	Name	Memo	Amount
04/28/2021	CenturyLink	Office Telephone & Internet, 4-07-21 to 5-06-21.	239.28
05/01/2021	MVB Mountain Valley Bank	May 2021 rent	6,471.94
05/02/2021	Verizon Wireless	Stagecoach Cell phones 4-14-21 to 5-13-21	63.64
05/03/2021	Family Support Registry	Remittance, April 2021.	716.00
05/03/2021	Restaurant.	Meeting expenses	31.75
05/04/2021	Doodle Poll	Annual Subscription	83.40
05/04/2021	NDS Northwest Data Services	IT Services. Monthly Cloud Services, May.	148.50
05/05/2021	ACS Advanced Copier Solutions, Inc.	Savin Printer. April	3.97
05/05/2021	All Natural of Yampa Valley Inc	Office cleaning, April 2021.	300.00
05/05/2021	Conoco Universal WEX	Gasoline, April 2021.	231.55
05/05/2021	CrashPlan Code42	Monthly subscription, May services.	9.99
05/05/2021	Grainger	Stagecoach O&M. Hydraulic Oil.	71.92
05/05/2021	Gray Matter Systems, LLC TMMI	SCADA Upgrade. Win-911 Alarm Notification Software with Modem. Stagecoach Reservoir.	4,933.00
05/05/2021	Weiss & Van Scoyk	Legal services	5,083.00
05/05/2021	Weiss & Van Scoyk	Legal services	4,649.00
05/07/2021	Big House Burgers	Meeting expenses	47.41
05/07/2021	Garmin	Monthly subscription, 5-06-21 to 6-05-21.	34.95
05/08/2021	Walmart	Desinfectant supplies, paper products.	54.55
05/11/2021	Walmart	Supplies for South Routt 1st grade field trip at Stagecoach	1.52
05/12/2021	Amazon	Office supplies	108.12
05/12/2021	Walgreens	Supplies for South Routt 1st grade field trip at Stagecoach	38.99
05/18/2021	ACE Hardware	Facilities' maintenance	13.90
05/18/2021	Balcomb & Green, P.C.	Miscellaneous Matters, Tri-State, Public Service Co,Catamount, April legal services	724.00
05/18/2021	Beacon Landing Marina	CAP equipment - Stagecoach	5,421.93

Subtotal

29,482.31

Upper Yampa Water Conservancy District
Cash Disbursement Report
June 30, 2021

Date	Name	Memo	Amount
05/18/2021	CDC Civil Design Consultants	SW Ditch Dogleg Structure. April 2021 Services.	2,304.60
05/18/2021	CEBT	Insurance, June 2021 coverage.	12,966.23
05/18/2021	CMNM Colorado Mountain News Media	Advertising, Facilities and Hydroelectric Power Plant Operator.	1,925.90
05/18/2021	Edge Communications	Services 5-06-21 to 5-05-21	116.89
05/18/2021	Gray Matter Systems, LLC TMMI	SCADA Upgrade. Software Licensing Upgrades. Stagecoach Reservoir.	12,727.04
05/18/2021	MCMWSD Morrison Crk Metro Wtr&San. Dist.	Cost share w MCWD for mixing zone study in Stagecoach Reservoir	15,828.21
05/18/2021	NDS Northwest Data Services	IT Services. Stagecoach network infrastructure, Crashplan, Laptop set up.	1,071.50
05/18/2021	NDS Northwest Data Services	IT Services. Mapped drive. SCADA System.	75.00
05/18/2021	Routt County Dept of Environmental Health	Ongoing regional USGS water quality monitoring - 2021	11,881.43
05/18/2021	Snell & Wilmer LLP	October through December Legal Services: Million Utah filing.	435.00
05/18/2021	Watson Coon Ryan	2021 auditing services	8,500.00
05/18/2021	Weiss & Van Scoyk	Legal services	1,232.00
05/18/2021	Weiss & Van Scoyk	Legal services	1,029.00
05/19/2021	Big House Burgers	Board meeting lunch, 5-19-2021.	79.57
05/19/2021	YVEA	Electric at Stagecoach powerhouse and shed, 4-01-21 to 4-29-21	500.61
05/20/2021	Amazon	Office supplies	48.71
05/20/2021	Amazon	Office supplies	38.65
05/21/2021	Adobe	Monthly subscription, 5-20-21 to 6-19-21.	118.93
05/24/2021	CenturyLink	Stagecoach telephone, 5-01-21 to 5-31-21.	163.25
05/25/2021	Yampa Valley Tire Pros & Express Lube	Vehicle maintenance	230.03
05/27/2021	ICMA-401a	Monthly contributions, May 2021 payroll.	3,717.77
05/27/2021	ICMA-457	Monthly contributions, May 2021 payroll.	2,293.19
05/27/2021	Internal Revenue Service	Federal Tax Deposit	14,716.00
05/27/2021	Quickbooks Payroll Service	May payroll	43,147.82

Subtotal

135,147.33

Upper Yampa Water Conservancy District
Cash Disbursement Report
June 30, 2021

Date	Name	Memo	Amount
05/27/2021	SmartVault	Software, interphase with quickbooks	42.40
05/30/2021	Safeway	Office supplies	4.69
06/01/2021	All Natural of Yampa Valley Inc	Office cleaning, May 2021.	300.00
06/01/2021	Colorado SDA Property and Liab Pool	Additional premium to add P/L coverage for a Honda outboard motor.	17.00
06/01/2021	ECS Employers Council Services, Inc.	Employee background check.	118.50
06/01/2021	Family Support Registry	Remittance, May 2021.	716.00
06/01/2021	Grainger	Red pass & annual membership fee.	129.00
06/01/2021	Gray Matter Systems, LLC TMMI	Stagecoach SCADA System Upgrade. Server.	12,413.39
06/01/2021	Gray Matter Systems, LLC TMMI	Stagecoach SCADA System Upgrades. Professional services through May 1, 2021.	7,677.50
06/01/2021	Gray Matter Systems, LLC TMMI	Stagecoach SCADA Sytem Upgrade. Hydroplant Equipment.	2,292.82
06/01/2021	Holly Kirkpatrick	FOTY YRAP Trip expenses.	100.00
06/01/2021	LRE Water	Services thru 3-25-2021 - Proj. 16127UYW01 Regulatory Support Services	1,828.50
06/01/2021	LRE Water	Services thru 4-22-2021 - Proj. 21047UYCD05-21 Water Rights Review, engineering analysis.	1,662.50
06/01/2021	MVB Mountain Valley Bank	June 2021 rent	6,471.94
06/01/2021	NDS Northwest Data Services	IT Services	37.50
06/01/2021	NDS Northwest Data Services	Converter cable	11.25
06/01/2021	NDS Northwest Data Services	Hard drive recycling, facilities' laptop.	10.00
06/01/2021	NDS Northwest Data Services	IT Services. Monthly Cloud Services, May.	143.50
06/01/2021	PostNet	Laminating services	3.87
06/02/2021	ACE Hardware	Facilities' maintenance	2.69
06/02/2021	Amazon	Stagecoach. Drain Plug for Boat.	38.92
06/02/2021	Balcomb & Green, P.C.	General Matters, April services.	732.00
06/02/2021	Flat Tops Ranch Supply	Facilities' maintenance	119.26
06/02/2021	John Nelson	Steamboat Rentals. Power Washer Rental, Stagecoach maintenance.	77.86

Subtotal

34,951.09

Upper Yampa Water Conservancy District
Cash Disbursement Report
June 30, 2021

Date	Name	Memo	Amount
06/02/2021	Verizon Wireless	Stagecoach Cell phones 5-14-21 to 6-13-21	84.06
06/07/2021	Conoco Universal WEX	Gasoline, May 2021.	690.03
06/14/2021	ACS Advanced Copier Solutions, Inc.	Savin Printer. May	44.16
06/14/2021	Balcomb & Green, P.C.	Miscellaneous Matters, Public Service Co, Catamount, May legal services	2,121.00
06/14/2021	CDC Civil Design Consultants	SW Ditch Dogleg Structure. May 2021 Services.	2,114.70
06/14/2021	CEBT	Insurance, July 2021 coverage.	12,966.23
06/14/2021	Flat Tops Ranch Supply	Facilities' maintenance	67.25
06/14/2021	Gray Matter Systems, LLC TMMI	Stagecoach SCADA System Upgrades. Professional services through May 19, 2021.	6,773.35
06/14/2021	Gray Matter Systems, LLC TMMI	Turk draw wire sensor & cable for the jetflow valve	1,270.50
06/14/2021	NDS Northwest Data Services	IT Services	251.50
06/16/2021	Rubicon Systems America, Inc.	Stillwater Ditch Slip Meters at dogleg.	480.00
06/28/2021	Internal Revenue Service	Federal Tax Withholdings & Contributions	15,454.16
06/29/2021	Quickbooks Payroll Service	June payroll	45,158.91
06/30/2021	CenturyLink	Office Telephone & Internet, 5-7-21 to 6-6-21.	239.45
Subtotal			87,715.30
Total			297,867.97

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2021 BUDGET COMPARISON REPORT, AS OF APRIL 30, 2021

	2018 ACTUALS	2019 ACTUALS audited	2020 BUDGET Approved Nov 20, 2019	2020 BUDGET amended June 18, 2020	2020 YTD ACTUALS draft audit, rev May 10, 2021	2021 BUDGET approved Nov 19, 2020	2021 YTD ACTUALS rev May 10, 2021	2021 YTD PROJECTIONS rev May 10, 2021
Fund Opening Balance including Encumbered Funds	12,688,407	14,279,517	16,012,901	16,012,901	16,012,901	17,523,887	17,523,887	17,523,887
Encumbered Funds	919,734	919,734	6,222,280	6,222,280	6,222,280	5,870,780	5,870,780	5,870,780
Emergency Facilities Reserve			4,485,814	4,485,814	4,485,814	4,606,931	4,606,931	4,606,931
Capital Maintenance Reserve			752,436	752,436	752,436	772,752	772,752	772,752
Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734	419,734	419,734	419,734	419,734
Routt County Road #14 Contribution	500,000	500,000	500,000	500,000	500,000			
Tabor Reserve			64,296	64,296	64,296	71,363	71,363	71,363
Capital Projects Development Fund	11,768,673	13,359,783	9,790,621	9,790,621	9,790,621	11,653,107	11,653,107	11,653,107
Revenues								
Facilities								
Stagecoach Reservoir								
Power Sales	129,492	234,324	200,000	200,000	162,432	195,000	16,740	195,000
Water Sales	505,201	433,769	116,379	116,379	162,197	118,288	2,325	118,288
Yamcolo Reservoir								
Water Sales	130,760	121,052	163,653	163,653	167,913	167,937		167,937
Stillwater Ditch & Reservoir Company	7,744	7,965	45,279	45,279	11,556	8,408		8,408
Property taxes	2,269,399	2,415,730	2,496,565	2,496,565	2,644,690	2,520,875	1,728,198	2,520,875
Interest earned	261,280	327,104	296,100	296,100	124,735	31,045	4,539	31,045
Other income		4,000			8,591			
Pass through income		23,644			72,761		11,187	
revenues	3,303,875	3,567,587	3,317,976	3,317,976	3,354,874	3,041,552	1,762,989	3,041,552
Expenditures								
Operating								
Facilities								
Stagecoach Reservoir - Power Generation	171,623	214,868	224,582	224,582	170,975	216,037	105,419	485,653
Stagecoach Reservoir - Water storage	279,641	220,348	278,537	300,537	238,734	269,616		
Yamcolo Reservoir	132,790	125,183	156,631	156,631	116,440	150,322	30,554	150,322
Stillwater Ditch & Reservoir Company	13,379	34,520	40,834	40,834	40,707	34,888	2,938	34,888
Administration	139,144	184,031	305,889	334,465	262,197	329,216	93,444	329,216
Board of Directors	65,006	71,720	115,304	190,684	125,671	114,232	15,456	114,232
External Affairs	58,016	70,807	121,909	121,909	106,310	117,278	33,272	117,278
Finance	99,340	111,594	152,813	152,813	103,206	154,304	39,479	154,304
Legal	166,889	125,521	158,090	158,090	157,532	156,623	35,737	156,623
Planning	136,625	205,229	74,572	74,572	53,869	95,053	21,576	95,053
Grants, Scholarships & Public Information	39,038	170,299	253,390	253,390	133,030	288,346	79,390	288,346
Treasurer fees	72,507	74,607	80,650	80,650	80,543	77,854	52,441	77,854
Pass through expenses		11,724			84,681		11,187	
Subtotal Operating	1,373,999	1,620,451	1,963,200	2,089,156	1,673,894	2,003,770	520,893	2,003,770
			100%					
Capital								
Stagecoach Reservoir - Power Generation	3,967	27,533	50,000	50,000	28,284	80,000	18,308	177,500
Stagecoach Reservoir - Water storage	27,462	22,214	50,000	50,000	31,077	97,500		
Yamcolo Reservoir	302,537	57,852	80,000	80,000	38,276	70,000		70,000
Stillwater Ditch & Reservoir Company		38,426		120,000	72,357	125,000		125,000
Office Space	4,800	67,728				2,500		2,500
Subtotal Capital	338,766	213,752	180,000	300,000	169,994	375,000	18,308	375,000
expenditures	1,712,765	1,834,203	2,143,200	2,389,156	1,843,888	2,378,770	539,201	2,378,770
net income (loss)	1,591,111	1,733,384	1,174,775	928,820	1,510,986	662,782	1,223,788	662,782
Ending Fund Balance	14,279,517	16,012,901	17,187,676	16,941,721	17,523,887	18,186,669	18,747,675	18,186,669





BOARD COMMUNICATION FORM

From: Andy Rossi

Date: 07/13/21

Item: General Manager's Report on UYWCD Water Resources Management Activities:
January – June 2021

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

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

II. Summary and Alternatives:

The first half of 2021 has been a busy and complex period for the Upper Yampa Water Conservancy District (UYWCD) and the Yampa River Basin as a whole. Accordingly, the UYWCD staff and basin partners have been very active as the basin continues to respond to extended drought conditions. These drought conditions have dominated UYWCD facilities operations in the first half of 2021. Continued water resources planning and coordination efforts have also been dominated by the consideration of responses to prolonged drought conditions. The UYWCD has been hard at work for several decades to develop the water resources management tools necessary to respond to the current resource scarcity. This hard work continues in 2021.

Presented below is a summary of the water resources management activities the UYWCD has been involved in. Many of the items included in this communication have been discussed during previous meetings or detailed in other communications. The UYWCD Strategic Plan Six-Month Review presented as Agenda Item 5e serves a companion communication to this brief General Manager's report. Please refer to the UYWCD Strategic Plan Six-Month Review for a more inclusive listing of the UYWCD activities and accomplishments in the first half 2021.

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



UYWCD Water Resources Management Activities: January – June 2021

Drought Hydrology

- River Closures
 - Stagecoach tailwaters section of the Yampa was closed to recreation on May 25, 2021. The decision to close the tailwaters area to in-stream recreation was a collaborative process between the UYWCD and Colorado Parks and Wildlife (CPW) staff. The closure was due to low flow conditions at Stagecoach Reservoir. The 24-hour average inflow to Stagecoach Reservoir dropped below 30 cfs on May 7, 2021. The 24-hour average inflow into Stagecoach Reservoir reached a seasonal low of 5.80 cfs on June 11, 2021. Inflows have made a moderate rebound in response to intermittent rain events and currently are in the 15-25 cfs range. Except for sporadic rainstorm flow pulses, the CWCB instream flow right below Stagecoach Reservoir has been short since June 19, 2021, without a request for administration from CWCB.
 - A recreational closure for the Yampa River through the City of Steamboat Springs was put in place on July 8, 2021.
- Stagecoach Reservoir Operations
 - The UYWCD chose not to reduce outflows from Stagecoach Reservoir to the permitted allowable ability to match inflow during early season low flow conditions. To date, the UYWCD made approximately 1,500 AF of operational releases above the available reservoir inflow. This operational release is not sustainable for the remainder of 2021. Planned CWT ERC releases will provide additional flows below Stagecoach Reservoir in the months ahead. Stagecoach Reservoir water status is presented as Agenda item 6a.
- Yamcolo Reservoir Operations
 - The 2021 Bear River irrigation season is rapidly coming to a close as main-stem reservoir agricultural water storage supplies are projected to be exhausted by early August. Both Yamcolo and Stillwater Reservoirs are projected to completely exhaust agricultural supplies. Yamcolo Reservoir water status is presented as Agenda item 6a.
- Other Yampa River Facilities Operations
 - Additional release coordination may be planned for Elkhead Reservoir by Tri-State, CWT, and the USFWS Endangered Fish Recovery Program.
- River Administration
 - The Bear River administration started on May 17, 2021. 31 separate Call/Administration changes to date.
 - Oak (5/28/21) and Elkhead (6/19/21) Creeks were placed under river administration for the 1st time.
- The UYWCD has experience a small increase in augmentation contract demand for Yampa River augmentation supply. An update on the status of the UYWCD Augmentation Plan(s) contracts is presented as Agenda Item 5c.



- Wildfire Activity
 - As predicted, the 2021 wildfire season got off to an early start with the Muddy Slide Fire. The UYWCD and CPW staff were active participants in the early response activities. Water extractions from Stagecoach Reservoir were planned at the onset of emergency conditions. No water extractions were made from Stagecoach Reservoir.
 - The Muddy Slide Fire is 57 % Contained as of 7/14/21.

UYWCD New Staff

- The only way for the UYWCD to possibly keep pace with the current level of water resources management activity in the Yampa Basin is to rely on the hard work and expertise of the UYWCD staff. I would like to welcome our most recent additions to the UYWCD staff: District Engineer Emily Lowell and Facilities Operator Neal Obray. Both Emily and Neal have had an immediate impact on the UYWCD's ability to provide uninterrupted water delivery services to the UYWCD water contractors. We are lucky to have added them to the organization and look forward to reaping the benefits of their continued engagement in all UYWCD activities.
- All the UYWCD staff have been working at high capacity to assure continued uninterrupted services and operations of all UYWCD activities throughout the challenging days of Covid related health concerns and prolonged drought conditions. They all deserve recognition for a job extremely well done!

Other UYWCD Projects and Water Resources Activities

- Water Supply Infrastructure
 - The Coal Creek Diversion Project flow analysis and stream gaging phases of the project development will start in late July 2021. The UYWCD applied to the CRD Community Funding Partnership for a financial assistance grant for the analysis phase of the Coal Creek Diversion Project.
 - Stillwater Ditch, Stagecoach Dam, and Yamcolo Dam all have had infrastructure upgrades completed, with more planned for completion in the second half of 2021.
- Watershed Science and Health
 - The UYWCD is currently working with the Yampa Valley Sustainability Council and the Routt County Colorado State University Extension Office to explore the possibility of building a Soil Moisture Sensor Network in the Upper Yampa River Basin.
 - The UYWCD plans to hire a research group from the Scripps Institute to complete a study of potential soil moisture sensor locations. The study is planned for completion by the end of 2021. Knowledge gained from this study will inform future soil moisture study activities.
 - The Routt County Colorado State University Extension Office started a pilot program to install low-cost soil moisture sensors for local agricultural producers. Knowledge gained from this pilot program will inform future soil moisture study activities.



- Water Resource Management Efforts
 - Stagecoach Reservoir Water Marketing Policy
 - Yampa River Reservoir Release Study – CRD, Tri-State, UYWCD
 - YWG Basin Implementation Plan participation.
 - IWMP activities – many.
 - Yampa River Scorecard Project
 - WECO Water Fluency Program Sponsorship: 2021 program focus on the Yampa River Basin
 - Lower Yampa River Basin Augmentation Supply discussions with lower basin entities.
 - UYWCD – CPW Lease renewal discussions.
 - Continued Water Rights and Water Legal matters activities.





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/06/2021

Item: Sickles West Property

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Sickles place is part of the assemblage of properties for Stagecoach Reservoir located north of County Road 18 and Stagecoach Reservoir. The Sickles place is subject to a deed of conservation easement in gross (CPW Easement) encumbering approximately 220 acres given by the Upper Yampa Water Conservancy District (UYWCD) to the State of Colorado for the benefit of the Colorado Division of Parks and Wildlife and the Colorado Wildlife Commission by instrument dated April 22, 1991, recorded at Reception No. 401084 of the Routt County records. The Sickles West property, owned by Trout 123, is approximately 40 acres in size and located immediately to the west of the Sickles Place property.

II. Summary and Alternatives:

Trout 123 is offering the Sickles West property to the UYWCD for purchase. The UYWCD staff and legal counsel have performed preliminary research into the details of the Sickles West Property and associated attributes. A verbal summary of these findings was presented the UYWCD Board of Directors (BOD) Executive Committee on 06/02/21. Several reference documents are included as attachments with this communication for reference and discussion purposes.

III. Staff Recommendation:

Purchase the Sickles West property. A formal land purchase agreement requires approval by the full UYWCD BOD. A property purchase contract is included with this communication for approval.



IV. Legal Issues:

Land purchase agreements are to be considered and authorized by UYWCD BOD.

V. Consistency with Board Goals and Policies:

UYWCD SP Objective 2.5

Attachments:

Sickles Property Area Reference Documents

Sickles Property Land Purchase Contract



TROUT 123

BLM

S 1/2 SE 1/4
SECTION 20

BLM

HAGENBUCH

UYWCD PROPERTY

(ALLOWABLE GRAZING LEASE AREA)

N 1/2 NE 1/4
SECTION 29

NW 1/4 NW 1/4
SECTION 28

BLM

BLM

SICKLES WEST
(TROUT 123)

N 1/2 SE 1/4 NE 1/4
SECTION 29

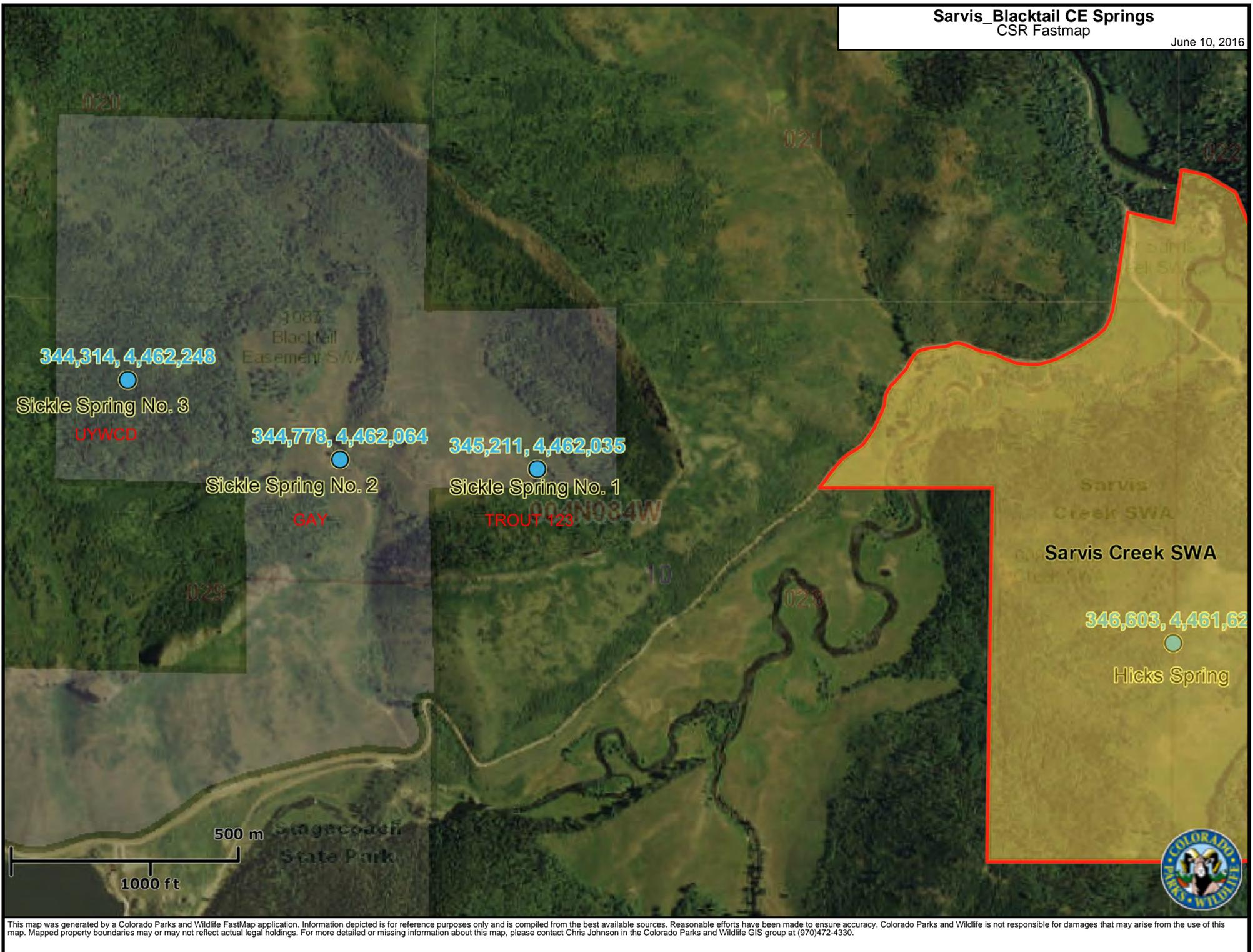
SICKLES EAST
(HAGENBUCH)

18

UYWCD PROPERTY
(STGEOACH STATE PARK)

HAGENBUCH

Morrison Creek



This map was generated by a Colorado Parks and Wildlife FastMap application. Information depicted is for reference purposes only and is compiled from the best available sources. Reasonable efforts have been made to ensure accuracy. Colorado Parks and Wildlife is not responsible for damages that may arise from the use of this map. Mapped property boundaries may or may not reflect actual legal holdings. For more detailed or missing information about this map, please contact Chris Johnson in the Colorado Parks and Wildlife GIS group at (970)472-4330.

THE DISTRICT COURT IN AND FOR

WATER DIVISION NO. 6

STATE OF COLORADO

CASE NO. 88CW42

FILED WATER DIV 6
STATE OF COLORADO

NOV 29 1988

IN THE MATTER OF THE APPLICATION FOR
WATER RIGHTS OF ROBERT & ELAINE GAY
IN THE YAMPA RIVER OR ITS TRIBUTARIES.
TRIBUTARY INVOLVED _____
IN ROUTT COUNTY.

RULING OF REFEREE
(ABSOLUTE)

1. Applicant: Robert & Elaine Gay
Address: 32885 CR 18-C
Steamboat Springs, CO 80487
2. Name of ditch or other structure: Sickles Spring 1 and 2
3. Point of diversion and/or place of storage: Spring No. 1 is located in NWN Sec. 28, T 4 N., R 84 W., 6th P.M. at a point 1300 feet South of the North line and 700 feet East of the West line.
Spring No. 2 is located in NENE, Sec. 29; T 4 N., R 84 W., 6th P.M. at a point 700 feet West of the East line and 1200 feet South of the North Line.
4. Means of diversion: No. 1-Undeveloped spring for stockwater
No. 2-pipeline & stocktank used for stockwatering
5. Type of use: Stockwatering
6. Amount of Water: .033cfs each
7. Priority of water right: 6-1-1948
8. Date of filing application: 5-12-88

The priority here awarded shall be junior to all water rights or Conditional water rights awarded on applications filed in previous calendar years and shall also be junior to all priorities awarded in decrees entered prior to June 7, 1969, or decrees entered in proceedings which were pending on such date. As between all applications for water rights filed in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of entry of this judgment.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority.

Dated this 28th day of November, 1988.


G. I. Buffham
Water Referee - Division No. 6

**NO PROTEST WAS FILED IN THIS MATTER.
THE FOREGOING RULING IS CONFIRMED
AND APPROVED, AND IS MADE THE
JUDGMENT AND DECREE OF THIS COURT.**

FILED WATER DIV 6
STATE OF COLORADO

JAN 12 1989

DATED: 1-12-89
TRKampis
WATER JUDGE

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 103rd 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)
COUNTY OF Douglas) ss.
)

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

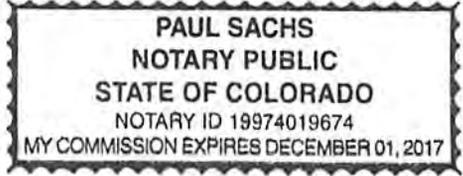
STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

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 30th day of December, 2016.

Paul Sachs
Notary Public

My commission expires: December 1, 2017



IN THE DISTRICT COURT IN AND FOR

WATER DIVISION NO. 6

STATE OF COLORADO

CASE NO. 88CW95

FILED WATER DIV 6
STATE OF COLORADO

MAR 22 1989

IN THE MATTER OF THE APPLICATION FOR
WATER RIGHTS OF UPPER YAMPA WATER CONS. DIST.
IN THE YAMPA RIVER OR ITS TRIBUTARIES.
TRIBUTARY INVOLVED _____
IN ROUIT COUNTY.

RULING OF REFEREE
(ABSOLUTE)

1. Applicant: Upper Yampa Water Cons. Dist.
Address: Box 0339
Steamboat Springs, CO 80488
2. Name of ditch or other structure: Sickles Spring #3
3. Point of diversion and/or place of storage: Located in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29,
T. 4 N., R. 84 W., at a point 650 feet from the north line and 2300 feet from
the east line.
4. Means of diversion: Spring
5. Type of use: Stockwatering & wildlife
6. Amount of Water: 0.033 cfs
7. Priority of water right: 9/15/1988
8. Date of filing application: 9/23/1988

The priority here awarded shall be junior to all water rights or Conditional water rights awarded on applications filed in previous calendar years and shall also be junior to all priorities awarded in decrees entered prior to June 7, 1969, or decrees entered in proceedings which were pending on such date. As between all applications for water rights filed in the same calendar year, priorities shall be determined by historical dates of appropriation and shall not be affected by the date of entry of this judgment.

It is the ruling of the Referee that the statements in the application are true and that the above described water right is approved and granted the indicated priority.

Dated this 16th day of March, 1989.


G. I. Buffham II
Water Referee - Division No. 6

NO PROTEST WAS FILED IN THIS MATTER.
THE FOREGOING RULING IS CONFIRMED
AND APPROVED, AND IS MADE THE
JUDGMENT AND DECREE OF THIS COURT.

FILED WATER DIV 6
STATE OF COLORADO

DATED: May 10, 1989
Richard Paulis
WATER JUDGE

MAY 10 1989

1-27-2021

MEMORANDUM

TO: Andy Rossi, General Manager
Upper Yampa Water Conservancy District

FROM: Bob Weiss, Legal Counsel

DATE: January 27, 2021

Re: Access to Sickles West Property

You have asked about the right of access across the Sickles property at Stagecoach owned by Upper Yampa to the adjacent parcel of property known as the Sickles West Property owned by Trout123, LLC ("Trout"). The reason for your inquiry is that Trout123 is in the process of getting the property appraised in the context of a potential acquisition of the property by the District.

- A. Description of Properties. The Sickles place is part of the assemblage of properties for Stagecoach Reservoir located north of County Road 18 and the reservoir. The Sickles place is subject to a deed of conservation easement in gross ("CPW Easement) encumbering approximately 220 acres given by Upper Yampa to the State of Colorado for the benefit of the Colorado Division of Parks and Wildlife and the Colorado Wildlife Commission by instrument dated April 22, 1991 recorded at Reception No. 401084 of the Routt County records. The Sickles West property owned by Trout is approximately 40 acres in size and located immediately to the west of the Sickles Place property. Access to the Sickles West property is by means of a two-track ranch road which traverses the Sickles Place property. There may also be access to Sickles West from the west. The Sickles West property has no direct access to County Road 18 or any other public right-of-way. The Sickles West property was encumbered by a conservation easement to the Yampa Valley Land Trust recorded at Reception No. 557607 of the Routt County Records in 2002.
- B. CPW Conservation Easement. The rights reserved by grantor in the CPW easement are limited grazing of domestic livestock. Operation of motorized vehicles on the property is prohibited except by the District and CPW or persons acting with their authorization. Upper Yampa and CPW have historically allowed limited access across the Sickles property by the owner of the Sickles West property for grazing operations only. The CPW easement also prohibits filling and excavation, destruction of trees or native vegetation, and construction of any new roads or trails. The CPW easement provides in paragraph 22 that the owner of Section 29, SW1/4NE1/4 T4N, R84W (the Sickles West property) shall have reasonable access by "foot or horseback to said property" along the existing two-track trail that begins near County Road 18 and parallels a creek which flows from Blacktail Mountain. You tell me this is the ranch road referenced above.
- C. Conclusion. It seems clear that access is allowed across the Sickles place on horseback and for pedestrians to Sickles West. Vehicular access is harder question to answer and

1-27-2021

likely dependent on the history of use for that purpose and the manner in which the Sickles properties was divided into separate ownership. Answer to these questions would necessitate a much more complicated research project, which could include such things as interviews with persons familiar with the access to and the historic use of both properties, examination of aerial photography, and title research. Even if there is a right to vehicular access it would most likely be very limited and allow only historical access for grazing purposes as it existed, if at all, prior to the creation of the conservation easement in 1991.

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS4-5-19) (Mandatory 7-19)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached**

Date: June 28, 2021

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Upper Yampa Water Conservancy District (Buyer) will take title to the Property described below as **Joint Tenants** **Tenants In Common** **Other** in the name of the District.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Trout 123 LLC (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Routt, Colorado:
Parcel ID 950291001 of Routt County Assessor records known as Sickles West property

known as No. _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions. The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under **Exclusions**:

N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Personal Property - Conveyance. Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except _____. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

All water rights located on or appurtenant to the Property and all rights of Seller in Sickle Spring No. 1 and revisionary rights of Seller in Sickle Spring No. 2.

Any deeded water rights will be conveyed by a good and sufficient Bargain and sale deed deed at Closing.

53 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4
 54 and 2.7.5, will be transferred to Buyer at Closing:

55 N/A

56
 57
 58 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
 59 the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well” used for ordinary household purposes,
 60 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
 61 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
 62 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 63 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 64 N/A

65 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

66 N/A

67
 68
 69 **2.7.5. Water and Sewer Taps.** The parties agree that water and sewer taps listed below for the Property are being
 70 conveyed as part of the Purchase Price as follows:

71 N/A

72
 73
 74 **If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of
 75 the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.**

76 **2.7.6. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water),
 77 § 2.7.3 (Well Rights), § 2.7.4 (Water Stock Certificates), or § 2.7.5 (Water and Sewer Taps), Seller agrees to convey such rights to
 78 Buyer by executing the applicable legal instrument at Closing.

79 **2.8. Growing Crops.** With respect to growing crops, Seller and Buyer agree as follows:

80 Crops located on the Property as of date of closing shall become the Property of Buyer.

83 **3. DATES, DEADLINES AND APPLICABILITY.**

84 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	10 Days after MEC
		Title	
2	§ 8.1, 8.4	Record Title Deadline	10 Days after MEC
3	§ 8.2, 8.4	Record Title Objection Deadline	10 days after title deadline
4	§ 8.3	Off-Record Title Deadline	10 days after MEC
5	§ 8.3	Off-Record Title Objection Deadline	10 days after title deadline
6	§ 8.5	Title Resolution Deadline	5 days after title objection deadli
7	§ 8.6	Right of First Refusal Deadline	N/A
		Owners' Association	
8	§ 7.2	Association Documents Deadline	N/A
9	§ 7.4	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
10	§ 10.1	Seller's Property Disclosure Deadline	10 Days after MEC
11	§ 10.10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
12	§ 5.1	New Loan Application Deadline	N/A
13	§ 5.2	New Loan Termination Deadline	N/A
14	§ 5.3	Buyer's Credit Information Deadline	N/A
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline	N/A
16	§ 5.4	Existing Loan Deadline	N/A
17	§ 5.4	Existing Loan Termination Deadline	N/A

18	§ 5.4	Loan Transfer Approval Deadline	N/A
19	§ 4.7	Seller or Private Financing Deadline	N/A
		Appraisal	
20	§ 6.2	Appraisal Deadline	N/A
21	§ 6.2	Appraisal Objection Deadline	N/A
22	§ 6.2	Appraisal Resolution Deadline	
		Survey	
23	§ 9.1	New ILC or New Survey Deadline	N/A
24	§ 9.3	New ILC or New Survey Objection Deadline	N/A
25	§ 9.3	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
26	§ 10.3	Inspection Objection Deadline	10 days after MEC
27	§ 10.3	Inspection Termination Deadline	15 days after MEC
28	§ 10.3	Inspection Resolution Deadline	20 days after MEC
29	§ 10.5	Property Insurance Termination Deadline	N/A
30	§ 10.6	Due Diligence Documents Delivery Deadline	10 days after MEC
31	§ 10.6	Due Diligence Documents Objection Deadline	10 days after MEC
32	§ 10.6	Due Diligence Documents Resolution Deadline	10 days after MEC
33	§ 10.6	Environmental Inspection Termination Deadline	10 days after MEC
34	§ 10.6	ADA Evaluation Termination Deadline	N/A
35	§ 10.7	Conditional Sale Deadline	N/A
36	§ 10.10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
37	§ 11.1,11.2	Estoppel Statements Deadline	10 days after MEC
38	§ 11.3	Estoppel Statements Termination Deadline	15 days after MEC
		Closing and Possession	
39	§ 12.3	Closing Date	30 Days after MEC
40	§ 17	Possession Date	Date of closing
41	§ 17	Possession Time	Time of closing
42	§ 28	Acceptance Deadline Date	July 11, 2021
43	§ 28	Acceptance Deadline Time	5 PM MT

85 **3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline
86 blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation “N/A”, or the word “Deleted,” such deadline
87 is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains
88 a selection of “None”, such provision means that “None” applies.

89 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

90 **4. PURCHASE PRICE AND TERMS.**

91 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$ 80,000	
2	§ 4.3	Earnest Money		\$ 2000
3	§ 4.5	New Loan		\$ None
4	§ 4.6	Assumption Balance		\$ None
5	§ 4.7	Private Financing		\$ None
6	§ 4.7	Seller Financing		\$ None
7				
8				
9	§ 4.4	Cash at Closing		\$ 78,000
10		TOTAL	\$	\$ 80,000

92 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ none (Seller Concession). The Seller
93 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
94 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller

95 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
96 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
97 elsewhere in this Contract.

98 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a District Check, will be
99 payable to and held by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of
100 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
101 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
102 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
103 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
104 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
105 Money Holder in this transaction will be transferred to such fund.

106 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
107 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

108 **4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the
109 return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in
110 § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller
111 agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form),
112 within three days of Seller's receipt of such form.

113 **4.4. Form of Funds; Time of Payment; Available Funds.**

114 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
115 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
116 check, savings and loan teller's check and cashier's check (Good Funds).

117 **4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be
118 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing
119 **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, **Does**
120 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing
121 in § 4.1.

122 **4.5. New Loan.** No loan

123 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable,
124 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

125 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
126 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional
127 Provisions).

128 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
129 **Conventional** **Other** _____.

130 **4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
131 set forth in § 4.1 (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
132 presently at the rate of _____ % per annum and also including escrow for the following as indicated: **Real Estate Taxes**
133 **Property Insurance Premium** and _____.

134 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
135 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
136 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
137 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
138 provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date**.

139 Seller **Will** **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release
140 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
141 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to
142 exceed \$ _____.

143 **4.7. Seller or Private Financing.**

144 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
145 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
146 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
147 including whether or not a party is exempt from the law.

148 **4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, **Buyer**
149 **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
150 **Private Financing Deadline**.

151 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
152 Seller determining whether such financing is satisfactory to Seller, including its payments, interest rate, terms, conditions, cost and

153 compliance with the law. Seller has the Right to Terminate under § 25.1, on or before **Seller or Private Financing Deadline**, if such
154 Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

155 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
156 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
157 availability, payments, interest rate, terms, conditions and cost. Buyer has the Right to Terminate under § 25.1, on or before **Seller**
158 **or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

159

TRANSACTION PROVISIONS

160 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

161 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
162 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
163 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

164 **5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional
165 upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its
166 availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right
167 to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's
168 sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised
169 Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT**
170 **TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE**
171 **NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

172 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
173 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
174 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
175 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
176 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
177 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
178 Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If
179 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
180 Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

181 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
182 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
183 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
184 Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
185 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
186 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
187 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
188 to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
189 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

190 **6. APPRAISAL PROVISIONS.**

191 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
192 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
193 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
194 valued at the Appraised Value.

195 **6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth
196 in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

197 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
198 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
199 **Objection Deadline**, notwithstanding § 8.3 or § 13:

200 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
201 or

202 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
203 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

204 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
205 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
206 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
207 the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

208 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
209 including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond
210 those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's
211 receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
212 the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is
213 waived in writing by Buyer.

214 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
215 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
216 agent or all three. No appraisal

217 **7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and
218 subject to the declaration (Association).

219 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
220 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
221 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
222 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
223 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
224 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
225 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
226 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
227 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
228 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
229 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
230 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
231 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
232 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
233 **ASSOCIATION.**

234 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
235 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
236 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
237 of the Association Documents, regardless of who provides such documents.

238 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

239 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
240 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
241 C.R.S.;

242 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
243 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
244 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
245 minutes exist, then the most recent minutes, if any (§§ 7.3.1 and 7.3.2, collectively, Governing Documents); and

246 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
247 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
248 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
249 (Association Insurance Documents);

250 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
251 disclosed in the Association's last Annual Disclosure;

252 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
253 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
254 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
255 available financial audit or review, (4) list of the fees and charges (regardless of name of title of such fees or charges) that the
256 Association's community association manager or Association will charge in connection with the Closing including, but not limited
257 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
258 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
259 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4 and
260 7.3.5, collectively, Financial Documents);

261 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
262 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
263 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2

264 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
265 elements or limited common elements of the Association property.

266 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
267 Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any
268 of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
269 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to
270 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
271 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
272 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
273 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
274 to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract Approval).

275 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

276 **8.1. Evidence of Record Title.**

277 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company
278 to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer,
279 a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this
280 box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and
281 delivered to Buyer as soon as practicable at or after Closing.

282 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company
283 to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a
284 current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

285 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies. Title Company is Land Title Guarantee Company

286 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain Owner's
287 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard
288 exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens,
289 (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid
290 taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
291 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** _____.

292 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
293 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
294 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
295 § 8.5 (Right to Object to Title, Resolution).

296 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
297 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
298 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
299 Documents).

300 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
301 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
302 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
303 party or parties obligated to pay for the owner's title insurance policy.

304 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
305 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

306 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
307 Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
308 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
309 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
310 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
311 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
312 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
313 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
314 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
315 pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to
316 Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence
317 of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline
318 specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents
319 as satisfactory.

320 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
321 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

322 limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of
323 first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section
324 excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to
325 investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line
326 discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether
327 disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in Buyer's
328 sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter
329 is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer
330 to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant
331 to this § 8.3 (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title,
332 Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified
333 above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which
334 Buyer has actual knowledge.

335 **8.4. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION**
336 **INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE**
337 **PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK**
338 **FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE**
339 **CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
340 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
341 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
342 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
343 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
344 **RECORDER, OR THE COUNTY ASSESSOR.**

345 A tax certificate from the respective county treasurer listing any special taxing districts that effect the Property (Tax Certificate)
346 must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located within a special taxing district and such
347 inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may object, on or before **Record Title Objection**
348 **Deadline**. If the Tax Certificate shows that the Property is included in a special taxing district and is received by Buyer after the
349 **Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to the Property's
350 inclusion in a special taxing district as unsatisfactory to Buyer.

351 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to any title matters
352 includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special Taxing District) and § 13 (Transfer
353 of Title). If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

354 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
355 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
356 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
357 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
358 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
359 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4
360 (Special Taxing Districts), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days
361 after Buyer's receipt of the applicable documents; or

362 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 25.1, on or before
363 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

364 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a right to approve
365 this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right
366 of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the
367 right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect.
368 Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this
369 Contract has not occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

370 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
371 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
372 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
373 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
374 laws and governmental regulations concerning land use, development and environmental matters.

375 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
376 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
377 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
378 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
379 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**

380 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
381 GAS OR WATER.

382 8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
383 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
384 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
385 RECORDER.

386 8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
387 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
388 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
389 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

390 8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
391 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
392 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
393 AND GAS CONSERVATION COMMISSION.

394 8.7.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
395 not covered by the owner's title insurance policy.

396 8.8. Consult an Attorney. Buyer is advised to timely consult legal counsel with respect to all such matters as there are
397 strict time limits provided in this Contract (e.g., Record Title Objection Deadline and Off-Record Title Objection Deadline).

398 9. NEW ILC, NEW SURVEY. No survey

399 9.1. New ILC or New Survey. If the box is checked, a: 1) New Improvement Location Certificate (New ILC); or,
400 2) New Survey in the form of _____; is required and the following will apply:

401 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
402 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
403 after the date of this Contract.

404 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
405 Closing, by: Seller Buyer or:

406
407
408 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
409 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
410 ILC or New Survey Deadline.

411 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor
412 to all those who are to receive the New ILC or New Survey.

413 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
414 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
415 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
416 Seller incurring any cost for the same.

417 9.3. New ILC or New Survey Objection. Buyer has the right to review and object to the New ILC or New Survey. If the
418 New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer
419 may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.3 or § 13:

420 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

421 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
422 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

423 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
424 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
425 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New
426 Survey Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before
427 such termination, i.e., on or before expiration of New ILC or New Survey Resolution Deadline.

428 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

429 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF
430 WATER.

431 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
432 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
433 to Seller's actual knowledge and current as of the date of this Contract.

434 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
435 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
436 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
437 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
438 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
439 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

440 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
441 (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical
442 condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing,
443 HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property
444 (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any
445 proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the
446 Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion,
447 Buyer may:

448 **10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
449 description of any unsatisfactory condition that Buyer requires Seller to correct; or

450 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 25.1,
451 that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination Deadline will be on the earlier of**
452 **Inspection Resolution Deadline or the date specified in § 3.1 for Inspection Termination Deadline.**

453 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
454 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
455 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
456 Objection before such termination, i.e., on or before expiration of **Inspection Resolution Deadline**.

457 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
458 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
459 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
460 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
461 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
462 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
463 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
464 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not apply to items performed
465 pursuant to an Inspection Resolution.

466 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and premium for
467 property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance**
468 **Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

469 **10.6. Due Diligence.**

470 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver copies of the following
471 documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents**
472 **Delivery Deadline**:

- 473 **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
474 **10.6.1.2.** Property tax bills for the last _____ years;
475 **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural,
476 electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now
477 available;
478 **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
479 **10.6.1.5.** Operating statements for the past _____ years;
480 **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
481 **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the
482 Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

- 483
484
485 **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet
486 completed and capital improvement work either scheduled or in process on the date of this Contract;
487 **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made
488 for the past _____ years;
489 **10.6.1.10.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered
490 earlier under § 8.3);
491 **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports,
492 letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or

493 other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's
494 possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

495 **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the
496 Property with said Act;

497 **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority
498 with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

499 **10.6.1.14.** Other documents and information:

500 Due diligence documents required if such documents exist. Or provide statement that they do not exist

502 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object to Due Diligence
503 Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion,
504 Buyer may, on or before **Due Diligence Documents Objection Deadline**:

505 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;
506 or

507 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
508 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

509 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
510 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
511 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
512 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
513 termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**.

514 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection**
515 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
516 the Property, in Buyer's sole subjective discretion.

517 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
518 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
519 **Phase I Environmental Site Assessment**, **Phase II Environmental Site Assessment** (compliant with most current version
520 of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
521 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
522 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
523 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
524 tenants' business uses of the Property, if any.

525 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
526 **Inspection Termination Deadline** will be extended by no extension days (Extended Environmental Inspection
527 Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the **Closing Date**, the
528 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
529 Environmental Site Assessment.

530 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4, Buyer has the
531 Right to Terminate under § 25.1, on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended
532 Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
533 subjective discretion.

534 Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Termination Deadline**, based on any
535 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

536 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
537 owned by Buyer and commonly known as N/A. Buyer has the Right
538 to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
539 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's
540 Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

541 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
542 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
543 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.

544 **Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND**
545 **WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO**
546 **DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.**

547 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
548 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
549 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
550 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
551 or delayed.

552 **11. ESTOPPEL STATEMENTS.**

553 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
554 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**,
555 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
556 attached to a copy of the Lease stating:

- 557 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 558 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
559 amendments;
- 560 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 561 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 562 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 563 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
564 demising the premises it describes.

565 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
566 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
567 required §11.1 above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.

568 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 25.1, on or before **Estoppel**
569 **Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer’s sole subjective discretion, or if
570 Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to
571 waive any unsatisfactory Estoppel Statement.

572

CLOSING PROVISIONS

573 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

574 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
575 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
576 obtaining a loan to purchase the Property, Buyer acknowledges Buyer’s lender is required to provide the Closing Company, in a
577 timely manner, all required loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any
578 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
579 Seller will sign and complete all customary or reasonably-required documents at or before Closing.

580 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions **Are** **Are Not** executed with
581 this Contract.

582 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
583 the **Closing Date** or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by
584 Buyer _____.

585 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
586 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

587 **13. TRANSFER OF TITLE.** Subject to Buyer’s compliance with the terms and provisions of this Contract, including the tender
588 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:

589 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative’s
590 deed _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
591 and sufficient special warranty deed to Buyer, at Closing.

592 Unless otherwise specified in §30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
593 warranty deed, title will be conveyed “subject to statutory exceptions” as defined in §38-30-113(5)(a), C.R.S.

594 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
595 or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for special improvements installed
596 as of the date of Buyer’s signature hereon, whether assessed or not and previous years’ taxes, will be paid at or before Closing by
597 Seller from the proceeds of this transaction or from any other source.

598 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

599 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
600 to be paid at Closing, except as otherwise provided herein.

601 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by **Buyer** **Seller**
602 **One-Half by Buyer and One-Half by Seller** **Other** _____.

603 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to **Closing Date**, Seller agrees to promptly
604 request the Association to deliver to Buyer a current Status Letter. Any fees incident to the issuance of Association's Status Letter
605 must be paid by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**. Any Record Change Fee must
606 be paid by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**.

607 **15.4. Local Transfer Tax.** **The Local Transfer Tax** of _____% of the Purchase Price must be paid at Closing by
608 **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**.

609 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such
610 as community association fees, developer fees and foundation fees, must be paid at Closing by **None** **Buyer** **Seller**
611 **One-Half by Buyer and One-Half by Seller**. The Private Transfer fee, whether one or more, is for the following association(s):
612 _____ in the total amount of _____% of the Purchase Price or \$_____.

613 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
614 \$_____ for:

615 Water Stock/Certificates Water District
616 Augmentation Membership Small Domestic Water Company _____

617 and must be paid at Closing by **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**.

618 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
619 **None** **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller**.

620 **15.8. FIRPTA and Colorado Withholding.**

621 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
622 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
623 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller **IS** a foreign
624 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
625 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
626 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
627 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
628 if an exemption exists.

629 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
630 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
631 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
632 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
633 tax advisor to determine if withholding applies or if an exemption exists.

634 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the **Closing Date**, except as
635 otherwise provided:

636 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general real estate taxes for the
637 year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy and Most**
638 **Recent Assessed Valuation**, **Other** _____.

639 **16.2. Rents.** Rents based on **Rents Actually Received** **Accrued**. At Closing, Seller will transfer or credit to Buyer
640 the security deposits for all Leases assigned, or any remainder after lawful deductions and notify all tenants in writing of such transfer
641 and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's
642 obligations under such Leases.

643 **16.3. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
644 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
645 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
646 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
647 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller**. Except however, any
648 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
649 assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no unpaid regular or special
650 assessments against the Property except the current regular assessments and no
651 assessments _____ . Association Assessments are subject to change as provided in the Governing
652 Documents. **Other Prorations.** Water and sewer charges, propane, interest on continuing loan
653 and

_____ and
_____ none _____

654 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the
655 Leases as set forth in § 10.6.1.7.

656 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable
657 to Buyer for payment of \$300 _____ per day (or any part of a day notwithstanding § 18.1) from **Possession Date**
658 and **Possession Time** until possession is delivered.

GENERAL PROVISIONS

660 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**661 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time
662 (Standard or Daylight Savings, as applicable).663 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after MEC), when the
664 ending date is not specified, the first day is excluded and the last day is included. If any deadline falls on a Saturday, Sunday or
665 federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday,
666 Sunday or Holiday. Should neither box be checked, the deadline will not be extended.667 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
668 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
669 condition existing as of the date of this Contract, ordinary wear and tear excepted.670 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
671 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
672 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
673 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 25.1, on or
674 before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to
675 carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
676 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
677 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
678 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
679 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
680 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
681 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
682 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.683 **19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
684 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
685 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
686 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
687 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
688 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
689 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, or, at the
690 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
691 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
692 Closing.693 **19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
694 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
695 action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date**, based on such condemnation action, in Buyer's
696 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
697 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
698 of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.699 **19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
700 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.701 **19.5. Home Warranty. [Intentionally Deleted]**702 **19.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
703 by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for
704 the growing crops.705 **20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
706 the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title
707 and consultation with legal and tax or other counsel before signing this Contract.708 **21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this
709 Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid,
710 honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting
711 party has the following remedies:712 **21.1. If Buyer is in Default:**

713 **21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
714 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the
715 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to
716 treat this Contract as being in full force and effect and Seller has the right to specific performance, or damages, or both.

717 **21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1. is checked. Seller may
718 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
719 the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and
720 reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for
721 Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and
722 additional damages.

723 **21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received
724 hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat
725 this Contract as being in full force and effect and Buyer has the right to specific performance, or damages, or both.

726 **22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
727 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
728 reasonable costs and expenses, including attorney fees, legal fees and expenses.

729 **23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
730 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
731 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
732 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
733 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
734 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
735 party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a
736 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
737 Section will not alter any date in this Contract, unless otherwise agreed.

738 **24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
739 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
740 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
741 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
742 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
743 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
744 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
745 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
746 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
747 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
748 obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

749 **25. TERMINATION.**

750 **25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
751 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
752 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
753 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
754 and waives the Right to Terminate under such provision.

755 **25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned
756 to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

757 **26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
758 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
759 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
760 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
761 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
762 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

763 **27. NOTICE, DELIVERY AND CHOICE OF LAW.**

764 **27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in
765 § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices

766 for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be
767 received by the party, not Broker or Brokerage Firm).

768 **27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or
769 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
770 working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm)
771 at the electronic address of the recipient by facsimile, email or N/A .

772 **27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
773 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
774 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

775 **27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
776 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
777 located in Colorado.

778 **28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
779 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before
780 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and
781 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
782 copies taken together are deemed to be a full and complete contract between the parties.

783 **29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
784 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
785 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due**
786 **Diligence, and Source of Water.**

787 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

788 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
789 Commission.)

790 Buyer and Seller agree that if any real estate commission or fee is determined to be owed by virtue of the
791 execution of this Contract or by closing of the transaction, the party whose acts and deeds caused said
792 obligation to exist shall be fully responsible for the payment thereof and said party shall indemnify and hold
793 the other party harmless therefrom. Each party represents to the other that no real estate commission or fee
794 is payable on account of its actions.

795 **31. OTHER DOCUMENTS.**

796 **31.1.** The following documents **are a part** of this Contract:

797
798
799
800 **31.2.** The following documents have been provided but are **not** a part of this Contract:

801
802
803

804 **SIGNATURES**

805 Buyer's Name: Upper Yampa Water Conservancy District Buyer's Name: _____

_____ Buyer's Signature	_____ Date	_____ Buyer's Signature	_____ Date
Address: <u>P.O. Box 775529</u>	_____	Address: _____	_____
Phone No.: <u>Steamboat Springs, CO 80488</u>	_____	Phone No.: _____	_____
Fax No.: _____	_____	Fax No.: _____	_____
Email Address: <u>arossi@upperyampawater.com</u>	_____	Email Address: _____	_____

806 [NOTE: If this offer is being countered or rejected, do not sign this document.

Seller's Name: _____

Seller's Name: _____

Seller's Signature Date

Seller's Signature Date

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

807

808

END OF CONTRACT TO BUY AND SELL REAL ESTATE

32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE. NO BROKER

(To be completed by Broker working with Buyer)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction. This is a **Change of Status**.

Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer** **Other** _____.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction. This is a **Change of Status**.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** _____.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

809

Additional provisions continued. This contract is conditional on ratification by the Board of Directors of the District at Board meeting on July 21, 2021. If the Board does not ratify the Contract on such date Buyer may terminate this contract by notice to Seller given no later than July 22, 2021, in which case this contract shall be of no further force and effect and the earnest money deposited hereunder shall be refunded to Buyer.





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/12/21

Item: Stagecoach Reservoir Water Marketing Policy, Environmental-Recreational Water Storage Contract

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

A draft ten-year Stagecoach Reservoir Environmental, In-stream, and Recreational Water Storage Contract (ERC) with the Colorado Water Trust (CWT) was presented for review at the May 19, 2021 regular meeting of the Upper Yampa Water Conservancy District (UYWCD) Board of Directors (BOD). The UYWCD BOD approved the DRAFT ten-year ERC contract for distribution to state of Colorado water management agencies for comment as the basis for an application to the In-Stream Flow Voluntary Loan Program.

The UYWCD and CWT held meetings with the Colorado Water Conservation Board (CWCB) and Colorado Division of Water Resources (CDWR) to introduce the proposed contract before formally applying to the CWCB In-Stream Flow Voluntary Loan Program. The CDWR responded with formal comments on the proposed contract on July 8, 2021. The UYWCD and CWT will work together to determine an appropriate response to the comments received.

II. Alternatives:

NA

III. Staff Recommendation:

NA

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan Objective 3.2





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/1/21

Item: Yampa and Elk River Augmentation Plans Service Contracts Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

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 UYWCD 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, and authority 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.



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 Service Contracts Data

UYWCD Augmentation Plans Contract Summary

Yampa River Augmentation Plan

Contract ID	Contractor	Reservoir Source	Yampa River Service Area	Contract Volume (AF)	Application Type	Augmented Use	Contract Start Year	Contract End Year
A2-001	Dudley, Gayle	Stagecoach	A-2	2.16	Small	Recreation	2011	2051
A2-002	Walton Creek, LLC	Stagecoach	A-2	1.20	Small	Domestic, Irrigation, Recreation	2012	2052
A2-003	Amethyst Ranch, LLC No. 1	Stagecoach	A-2	0.40	Small Commercial	Commercial	2012	2052
A2-004	Rostermund, Elizabeth	Stagecoach	A-2	0.40	Small	Irrigation	2015	2055
A2-005	Amethyst Ranch, LLC No. 2	Stagecoach	A-2	0.80	Small Commercial	Commercial, Domestic, Irrigation	2014	2054
A2-006	Yampa Realty Holdings	Stagecoach	A-2	17.30	Small	Domestic, Irrigation, Recreation	2017	2057
A2-008	Stars	Stagecoach	A-2	1.20	Small Commercial	Irrigation, Livestock, Commercial, Recreation	2018	2058
A2-011	Broadnax	Stagecoach	A-2	3.00	Small	Domestic, Recreation	2021	2061
A2-012	Hubbell	Stagecoach	A-2	0.10	Small	Domestic, Irrigation	2021	2061
A2-013	Douglas Snyder Trust	Stagecoach	A-2	3.60	Small	Recreation, Livestock	2021	2061
A2-014	City of Steamboat Springs (Lufkin Well)	Stagecoach	A-2	0.20	Small Commercial	Commercial	2021	2061
A2-015	Head	Stagecoach	A-2	2.20	Small	Domestic, irrigation, Recreation	2021	2061
A2-016	Ferruginous LLC	Stagecoach	A-2	1.60	Small Commercial	Commercial, Domestic, Irrigation, Livestock	2021	2061
A3-001	Stone Yard LLC	Stagecoach	A-3	2.60	Small	Irrigation, Recreation	2015	2055
A3-007	Buku Land	Stagecoach	A-3	1.70	Small Commercial	Commercial, Irrigation, Livestock, Fire Suppression	2016	2056
A3-009	KTH Enterprises	Stagecoach	A-3	3.03	Small	Domestic	2020	2060
A3-010	Whitehaven	Stagecoach	A-3	0.50	Small	Domestic	2021	2061

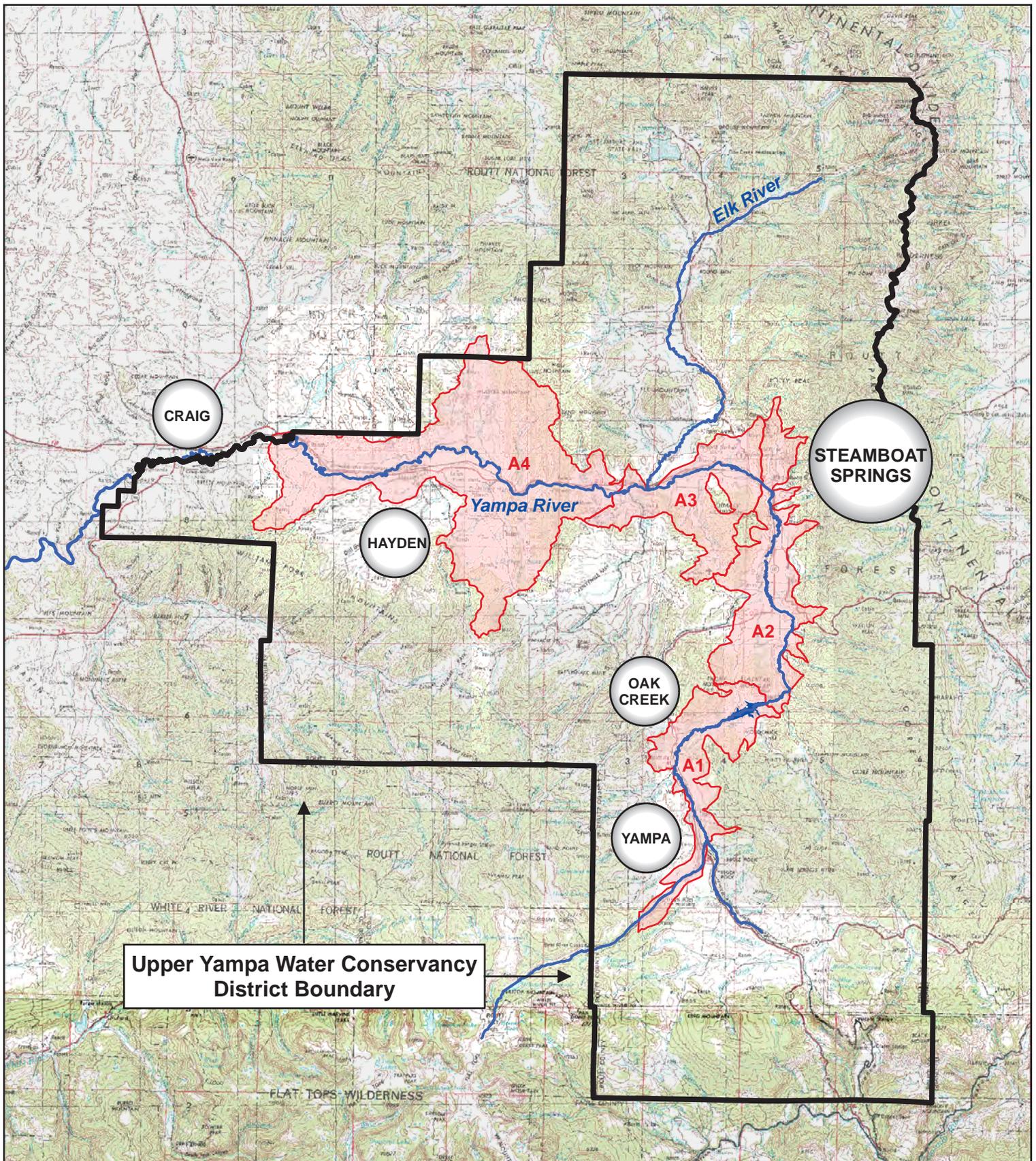
Total Volume Stagecoach = 41.49 AF

Total Volume Yamcolo = 0 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

Total Volume STMBT Lake = 0 AF

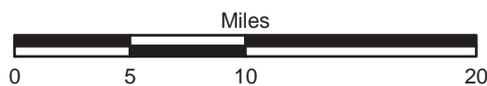


Source: USGS 250k Map

District Boundary

Upper Yampa Water Conservancy District

District Service Area A
Case No. 06CW49







BOARD COMMUNICATION FORM

From: Andy Rossi

Date: 07/13/21

Item: New Stagecoach Reservoir Water Storage Contract

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

A new Stagecoach Reservoir Water Storage contract with the Steamboat Springs Cemetery is presented for final approval by the Upper Yampa Water Conservancy District (UYWCD).

II. Alternatives:

Approve the Stagecoach Reservoir Water Storage Contract with the Steamboat Cemetery as presented.

Suggest edits to Stagecoach Reservoir Water Storage Contract with the Steamboat Cemetery.

III. Staff Recommendation:

Approve the Stagecoach Reservoir Water Storage contract with the Steamboat Springs Cemetery with the following motion:

“The UYWCD Board of Directors adopts the proposed Stagecoach Water Storage Contract with the inclusion of any suggested edits, as indicated, to the contract form document presented on July 21, 2021.”

IV. Legal Issues:

Stagecoach Reservoir Water Contracting, UYWCD By-Laws

V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan Objective 3.2

Attachments:

Stagecoach Reservoir Water Storage Contract

WATER SUPPLY CONTRACT
(Agricultural)

THIS WATER SUPPLY CONTRACT (“Contract”) is entered into by and between Steamboat Springs Cemetery District (“Contractor”), and UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservancy district (“Upper Yampa”), individually each a “Party” and collectively referred to herein as the “Parties,” effective as of the Effective Date set forth below.

RECITALS

A. Upper Yampa is a Colorado water conservancy district formed under the Water Conservancy Act, C.R.S. §§37-45-101 through 153, and is the owner and operator of Stagecoach Reservoir (hereinafter referred to as the “Reservoir” or “Stagecoach Reservoir”) in Routt County, Colorado.

B. Upper Yampa has stored and expects annually to store water in the Reservoir on the Yampa River under the absolute storage water rights it owns (“Water Rights”).

C. Contractor owns, leases and/or operates property and/or facilities within the boundaries of Upper Yampa which it utilizes for agricultural purposes.

D. Upper Yampa has designated certain pools of water within the Reservoir for the purpose of administration of the storage and release of water from the Reservoir (the below-described “Contract Pools,” or individually, a “Contract Pool”). Upper Yampa has adopted a filling priority for the various Contract Pools under the Upper Yampa Fill Policy as follows:

(i) 9,000 acre-feet “Municipal/Industrial Pool” – The Municipal/Industrial Pool consists of water currently formerly allocated to Tri-State Generation and Transmission Association, Inc. (“TriState”) under Upper Yampa’s expired contract with Tri-State or the municipal or industrial allottees of water from Stagecoach Reservoir who contract for all or part of the 7,000 acre-feet formerly allotted to TriState; and 2,000 acre-feet allocated for municipal use pursuant to existing contracts between Upper Yampa and such contracting entities or the municipal or industrial allottees of water from Stagecoach Reservoir who contract for all or part of the 2,000 acre-feet allotted to such contracting municipal users if Upper Yampa's current or former contracts with any such municipal user for water from Stagecoach is terminated or released or amended in whole or in part;

(ii) 2,000 acre-feet “Augmentation Pool” – The Augmentation Pool consists of water allocated for augmentation use pursuant to the decree of the Water Court entered in Case No. 06CW49, Water Division 6;

(iii) 4,000 acre-feet “General Supply Pool” – The General Supply Pool consists of water formerly under contract to Tri-State and deliverable out of Yamcolo Reservoir pursuant to an exchange agreement which expired and was not renewed; the

General Supply Pool water is not subject to any exchange obligation or right or limitations on storage and use other than the Upper Yampa Fill Priority;

(iv) 3,164 acre-feet “Raise Pool” – The Raise Pool consists of water that represents the increase in capacity of the Reservoir resulting from the raise in the level of the spillway completed in 2011; the Raise Pool water is not subject to any right or limitations on storage and use other than the Upper Yampa Fill Priority, but is called the “Raise Pool” only for definitional purposes;

(v) 3,125 acre-feet “Preferred Remainder Pool” – The Preferred Remainder Pool consists of water not currently under contract, which represents a defined quantity of water in the Reservoir not allocated to the Contract Pools described in paragraphs D(i) through D(iv) above; the Preferred Remainder Pool water is not subject to any right or limitations on storage and use other than the Upper Yampa Fill Priority, but is called the “Preferred Remainder Pool” only for definitional purposes; and

(vi) 15,000 acre-feet, approximately, is the “Emergency Remainder Pool” – The Emergency Remainder Pool consists of water that represents the remaining capacity of the Reservoir not allocated to the Contract Pools described in paragraphs D(i) through D(v) above.

E. Upper Yampa and the Contractor desire to enter into this Contract for Upper Yampa to store and release unto Contractor 30 acre-feet of water stored in Stagecoach Reservoir from the General Supply Pool for beneficial uses by the Contractor on an annual basis during the Term of this Contract (the “Contracted Water”).

F. Subject to the terms of this Contract, Contractor will pay Upper Yampa for the use of Contracted Water.

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and Upper Yampa agree as follows:

USE OF WATER RIGHTS

1. Contract Price and Payment Procedure.

1.1 The purchase price for the Contracted Water from the Reservoir storage water allocated to the Contractor for Water Year 2021 under this Contract (the “First Water Year”) shall be \$ 28.70 (the “Base Price”) for each acre-foot of such Contracted Water stored in the Reservoir and available for release to the Contractor in such First Water Year.

1.2 The annual price per acre-foot for the Contracted Water stored in the Reservoir and allocated and available for release to the Contractor in the next Water Year after the First Water Year, and in each Water Year thereafter during the Term of this Contract, shall be an amount equal to the greater of (i) the price per acre-foot charged to the Contractor for the

Contracted Water the prior Water Year, or (ii) the product obtained by multiplying the Base Price by a fraction, the denominator of which is the Consumer Price Index for All Urban Consumers, Denver-Boulder-Greeley Metropolitan Area, "All Items" (1982 – 84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the semi-annual period ending December 31 in the Water Year prior to the First Water Year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior Water Year. In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the Effective Date, then Upper Yampa shall select a reasonably comparable price index, which index shall be substituted for the CPI in this paragraph. If the base year used in computing the CPI is changed, the adjustment to the purchase price shall be changed accordingly, so that all applicable increases in the CPI are considered, notwithstanding any such change in the base year. For purposes of this Contract, a "Water Year" shall be the 12-month period from March 1 in a year through February 28 of the subsequent year, unless the beginning and end of such Water Year is changed by the Division Engineer for Water Division 6.

1.3 The annual payments for the Contracted Water shall be made by Contractor to Upper Yampa on or before October 31st of each year during the term of this Contract, beginning October 31, 2021. Any annual payment not made within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. Payments due are based on the amount of Contracted Water and shall be made regardless of the amount of water delivered to Contractor and there shall be no abatement or setoff against any such payment, nor shall Contractor be permitted to withhold any payment required for any reason whatsoever, except only in the event the full Contracted Water has not been stored in the Reservoir by July 15 as described in Section 2.5 below.

2. Storage and Delivery of Contracted Water.

2.1 Upper Yampa agrees, subject to physical water supply conditions, terms of the license issued by the Federal Energy Regulatory Commission, the administration of water rights by State of Colorado water officials, and the terms of this Contract, to store the Contracted Water in Stagecoach Reservoir prior to July 15th of each calendar year for release for Contractor's beneficial use, upon request between July 15th and March 1st of the then current Water Year. Contractor shall be entitled to one use of the water delivered hereunder to extinction, but shall not be entitled to the reuse or successive uses of such water. Contracted Water may only be used during the then current Water Year and no unreleased Contracted Water will be booked over to the succeeding Water Year. Unreleased Contracted Water does not carry-over from one Water Year to the next.

2.2 The Contracted Water shall be stored as part of the General Supply Pool of Upper Yampa, to be stored in the priority of such Contract Pool under the Stagecoach Fill Policy.

2.3 Except in times of emergency, Contractor shall give at least forty-eight (48) hours' advance written notice to Upper Yampa specifying the time and quantity of the Contracted Water requested to be released out of the Reservoir. The point of delivery of the

Contracted Water shall be the discharge of the outlet works of the Reservoir. Responsibility for transportation and delivery of such Contracted Water after the point of delivery, and for all transit and transportation and carriage losses sustained in such delivery, shall be borne solely by Contractor. Upper Yampa shall maintain records of all releases of water from storage in the Reservoir, and shall maintain records of water levels in the Reservoir measured not less frequently than once per week. Contractor shall be entitled to inspect such records and copies shall be furnished to Contractor upon written request.

2.4 Upper Yampa shall allocate and charge any evaporation losses from water stored in the Reservoir against the Emergency Remainder Pool, and if there is insufficient water stored in the Emergency Remainder Pool, against the next most senior of the Contract Pools in ascending order of priority until all evaporation is accounted for and charged. If evaporation is charged against the Contract Pool in which the Contracted Water is stored (*i.e.* either the General Supply Pool or the Municipal/Industrial Pool), then Upper Yampa shall first charge the evaporation against the unallocated water in that Contract Pool, and only if there is evaporation that still needs to be accounted for, then against the Contractor's storage account on a pro rata basis with other water that is stored and allocated to other water users in that Contract Pool.

2.5 In any calendar year when insufficient water is stored in the Reservoir to supply the full Contract Pools as measured at time of peak annual storage as reasonably determined by Upper Yampa, then the amount of water captured by Upper Yampa to fill the Reservoir shall be allocated for filling purposes to the Contract Pools in descending order of priority so that each Contract Pool is filled before allocation of any storage water to the next lower Contract Pool. Parties holding water from a Contract Pool that does not completely fill due to insufficient water available to that Contract Pool shall abate and share proportionately in any shortfall of stored water in that Contract Pool. If any part of the water allocated to Contractor by this Contract is reduced by such abatement, Upper Yampa shall notify Contractor in writing of such fact, and of the amount of the reduction in such water, by July 25th of that year, and in the absence of such notice the full amount of water for Contractor shall be deemed to have been in storage on or prior to July 15th of that year. The Contractor will be credited against that Water Year's contract purchase price for the amount of such abatement shortage in acre-feet allocated to the Contractor, multiplied by that year's purchase price per acre-foot.

2.6 The Contracted Water shall only be beneficially used by Contractor for the following agricultural purposes on or within the land described in Exhibit A attached hereto: Irrigation. No change in the location or purpose of use of the Contracted Water as described in this Section 2.6 or in Exhibit A is permitted except as approved by Upper Yampa in writing in its sole discretion.

2.7 The Parties acknowledge that the turbine capacity to release stored water through the outlet works of Stagecoach Reservoir is 105 cfs, and that Upper Yampa may diminish the instantaneous rate of release of the Contracted Water after a request from Contractor, proportionally with diminishment of rates of releases of stored water to other contractees without discrimination, to the extent that, in conjunction with other adjusted required release rates by Upper Yampa for such other contractees, the maximum safe release rate of stored water and required bypasses through the outlet works is not exceeded.

3. Contractor's Water Use Obligations of the Contracted Water.

3.1 **Carriage and Transit Losses.** Contractor shall bear carriage and transit losses in the Contracted Water released by Upper Yampa, in such amounts as are determined by the Division Engineer for Water Division 6, from the point of delivery of Contracted Water to Contractor's point(s) of use and/or exchange or augmentation.

3.2 **Use per Contract and Law.** Contractor's use of Contracted Water shall in all instances be in accordance with the terms of this Contract, the permits and decrees of Upper Yampa's Water Rights, Upper Yampa's adopted Policies and Procedures, as they may change from time to time, and in accordance with applicable law and all decrees related to the Contracted Water. Upper Yampa warrants and represents to Contractor that the Contracted Water may be used by Contractor for the agricultural purposes described in Exhibit A, subject to (a) transit losses after release from Stagecoach Dam, (b) the terms of Section 3.3 below and any plan of exchange or augmentation obtained by Contractor to which Upper Yampa has consented, and (c) administration of the Yampa River at and above Contractor's point(s) of use and/or exchange or augmentation. Upper Yampa does not, however, warrant or represent that any augmentation plan of Contractor is sufficient, adequate, effective, or lawful to accomplish its objectives or to protect the continued diversion of the Contracted Water during administration of the Yampa River. Contractor is not authorized to apply for or secure any change in the Water Rights of Upper Yampa for or associated with any of the sources of supply of the Contracted Water.

3.3 **Legal Approvals.** If Contractor requires a plan of augmentation or SWSP to utilize the Contracted Water, Contractor shall at its sole expense adjudicate such plan of augmentation, or obtain approval of such SWSP, needed for Contractor to use its Contracted Water. Upper Yampa may in its discretion become a co-applicant or opposer in the prosecution of any such applications, or submit comments regarding any SWSP, for the purpose of protecting its Water Rights and related policies and the operation of the Reservoir by Upper Yampa. If a Water Court decree is required for Contractor to use the Contract Water, Contractor shall cause to be included in any final decree of the Water Court a provision conditioning Contractor's use of the Contracted Water on the existence of an Upper Yampa contract.

3.4 **Limitation on Disposition.** Contractor shall not sublet, sell, donate, loan, or otherwise dispose of any of its rights to Contracted Water without prior written notice to, and the written approval of, Upper Yampa, and the payment of a transfer fee at the prevailing rate set forth by Upper Yampa, which approval may be given, withheld or conditioned by Upper Yampa in its sole discretion.

3.5 **Assignment.** This Contract shall not be assigned or otherwise transferred by Contractor without the prior written consent of Upper Yampa, such consent to be given, withheld, or conditioned by Upper Yampa in its sole discretion; provided that Upper Yampa shall not unreasonably withhold, condition or delay its consent to an assignment of this Contract by Contractor in connection with the sale of the entire property and/or facility described in Section 2.6 above or in Exhibit A and for the same agricultural purposes described herein or in

Exhibit A. Nothing in this Section 3.5 shall prohibit Upper Yampa from conditioning approval of any assignment on the agreement in writing of assignee to changes in provisions of this Contract as will bring this Contract into full compliance with Upper Yampa's then-current pricing and contracting policies duration, limitations, and principles. All assignments and transfers not in compliance with the foregoing shall be void and of no effect.

3.6 **Nondiscrimination.** Contractor and its employees shall not discriminate in the availability of or charges for any water service or water supply made available pursuant to or based upon the Contracted Water on account of race, color, religion, sex, disability, national origin, or any other criteria prohibited under state or federal law.

3.7 **Accounting of Use.** Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on form(s) acceptable to Upper Yampa specifically to enable Upper Yampa to prove the use of the Water Rights and to administer and operate the Reservoir 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 Upper Yampa promptly upon request and shall assist Upper Yampa 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.

3.8 Section 404 of the Clean Water Act (33 U.S.C. 1344) regulates the discharge of dredged or fill material into the waters of the United States. Contractor shall consult with the Army Corps of Engineers if construction of facilities necessary to use the Contracted Water requires Section 404 compliance, which may include obtaining a permit. Further consultation and approval by the United States Fish and Wildlife Service may be required to ensure compliance with the Endangered Species Act (16 U.S.C. 1531, et seq.) if Contractor proposes physical alterations to the designated critical habitat of the Colorado River endangered fish species.

4. **Term.**

4.1 **Term.** Except in the event of an early termination as provided in Section 5 below, the term of this Contract shall commence effective _____ (the "Effective Date") and shall end on _____, 20~~41~~ (the "Term").

4.2 **No Right to Renew.** This Contract is not renewable, although the Parties may at any time prior to the expiration of the Term enter into a new water allotment contract for the Contracted Water. If requested to do so by Contractor in writing, Upper Yampa agrees to commence and participate in discussions with the Contractor regarding possible execution of a new water supply contract, for the same or a lesser amount of stored water, to commence upon the end of the Term, to be held within the final year of the Term. Upper Yampa reserves the right to change the pricing, duration, limitations, principles and forms for new water supply contracts going forward, at any time and from time to time, and such changes are to be applicable to all new contracts for the same type of water use thereafter, including any new contract with Contractor and any other contract entered into by Upper Yampa on or after the date of this Contract.

5. Contract Termination.

5.1 Termination by Upper Yampa.

5.1.1 Upper Yampa may terminate this Contract for a material breach of the terms of this Contract by Contractor, including Contractor's failure to pay timely any amount due under this Contract, provided that Upper Yampa has first given at least 60 days' prior written notice specifying in detail such material breach and giving Contractor the right within such 60-day period to cure and remedy such material breach.

5.1.2 Upper Yampa may also terminate this Contract if it reasonably believes that any judicial or administrative proceedings initiated by Contractor as contemplated in Section 3 above materially threaten or interfere with Upper Yampa's authority to contract for delivery of Contracted Water or in any other way may injure Upper Yampa's Water Rights, permits, or other interests associated with Upper Yampa's Water Rights or the Reservoir or Reservoir operations.

5.1.3 Upper Yampa may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to deliver the Contracted Water.

5.1.4 Upper Yampa may terminate this Contract, in its sole discretion, upon written notice to Contractor prior to its stated termination date without liability of any kind to the Contractor if Contractor physically uses the stored water to replace water lawfully available to Contractor from direct flow water rights or other storage supplies and Contractor or its affiliates obtains economic benefits from the absence of use of lawfully available direct flow water rights or other storage supplies in an amount exceeding the pricing paid or payable by Contractor hereunder.

5.2 Termination by Contractor.

5.2.1 Contractor may terminate this Contract only in whole and not in part, for any material breach of the terms of this Contract by Upper Yampa, including Upper Yampa's failure or inability to deliver Contracted Water for an extended period of time, provided that Contractor has first given at least 60 days' prior written notice from Contractor to Upper Yampa specifying in detail such material breach and giving Upper Yampa the right within such 60-day period to cure and remedy such material breach.

5.2.2 Except as provided in the preceding sections, Contractor has no right to terminate or reform or rescind this Contract.

5.3 **Notice of Termination to Affected Officials.** Either Party may notify the Division Engineer and any other appropriate governmental officials of any termination of this Contract.

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

7. Inspections. Upper Yampa grants to the managerial staff of Contractor and any of its professional consultants access to Stagecoach Reservoir and Stagecoach Dam subject to this Contract at reasonable times and under reasonable protective terms and conditions.

8. Miscellaneous Provisions.

8.1 Upper Yampa may assign this Contract without necessity of Contractor's consent or approval to any entity which succeeds Upper Yampa in the ownership of Stagecoach Reservoir, and Upper Yampa or such successor may collaterally assign the proceeds of this Contract to any entity providing financing to Upper Yampa or its successor.

8.2 This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

8.3 The Parties agree to communicate, coordinate and cooperate, if needed, on any required or desired water use accounting.

8.4 It is expressly acknowledged that Upper Yampa shall be solely responsible for operating, repairing, maintaining, enlarging, permitting, changing, renovating, or modifying the Reservoir, and that Upper Yampa shall be the sole owner of the Water Rights and the dam and all facilities and all lands used in connection with the construction, operation, repair, maintenance, enlarging, permitting, changing, renovating, or modifying the Reservoir and all facilities in which Upper Yampa has ownership or rights which providing supplies of water for storage in the Reservoir.

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

8.6 Any notice required or permitted to be given by a party under or in connection with this Contract shall be in writing and shall be deemed duly given when personally delivered or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) expedited courier service, or (iii) email with confirmation of receipt, to the following addresses:

If to Contractor: Steamboat Springs Cemetery District
 PO Box 771546
 Steamboat Springs, CO 80477

 Email: jstankoranch@gmail.com

With a copy to: Jim Stanko
 PO Box 772797
 Steamboat Springs, CO 80477

 Email: jstankoranch@gmail.com

If to Upper Yampa: Upper Yampa Water Conservancy District
 Attention: General Manager
 P.O. Box 883990
 Steamboat Springs, Colorado 80488
 Email: arossi@upperyampawater.com

Each party may change its address or contact information for notices under this Contract upon written notice to the other party in accordance with this paragraph.

9. Limited Representations by the Parties. Upper Yampa represents and warrants that it has full power and authority to execute this Contract, allocate and deliver the Contracted Water, and perform its obligations hereunder during the Term. Contractor represents and warrants that it has full power and authority to execute this Contract, receive Contracted Water at the delivery point and cause it to be delivered to Contractor’s point and locations of use, and pay for and perform its obligations hereunder during the Term.

10. Enforcement of this Contract; Remedies on Default.

10.1 Before commencing any action for enforcement of this Contract, the Party alleging a material breach of this Contract shall first give at least 60 days' prior written notice to the other Party specifying in detail such material breach and giving the other Party the right within such 60-day period to cure and remedy such material breach.

10.2 Specific performance and/or restraining orders and/or injunctive relief shall be the exclusive remedies for the violation or default by a Party in any provision of this Contract, except that Upper Yampa shall have all remedies at law for collection of sums required to be paid by Contractor hereunder which are not paid when due, including interest and attorneys’ fees.

10.3 In the event of litigation between the Parties with respect to this Contract or any alleged material breach of the terms of this Contract, the Party substantially prevailing in such litigation shall recover from the other Party all reasonable attorneys’ fees and costs of discovery and suit incurred by the substantially prevailing Party.

11. **Effective Date.** The effective date of this Contract shall be the last date below it is executed by all Parties.

IN WITNESS WHEREOF, Contractor and Upper Yampa have executed this Contract on the dates set forth below.

UPPER YAMPA WATER CONSERVANCY
DISTRICT (UYWCD)

DATE: _____

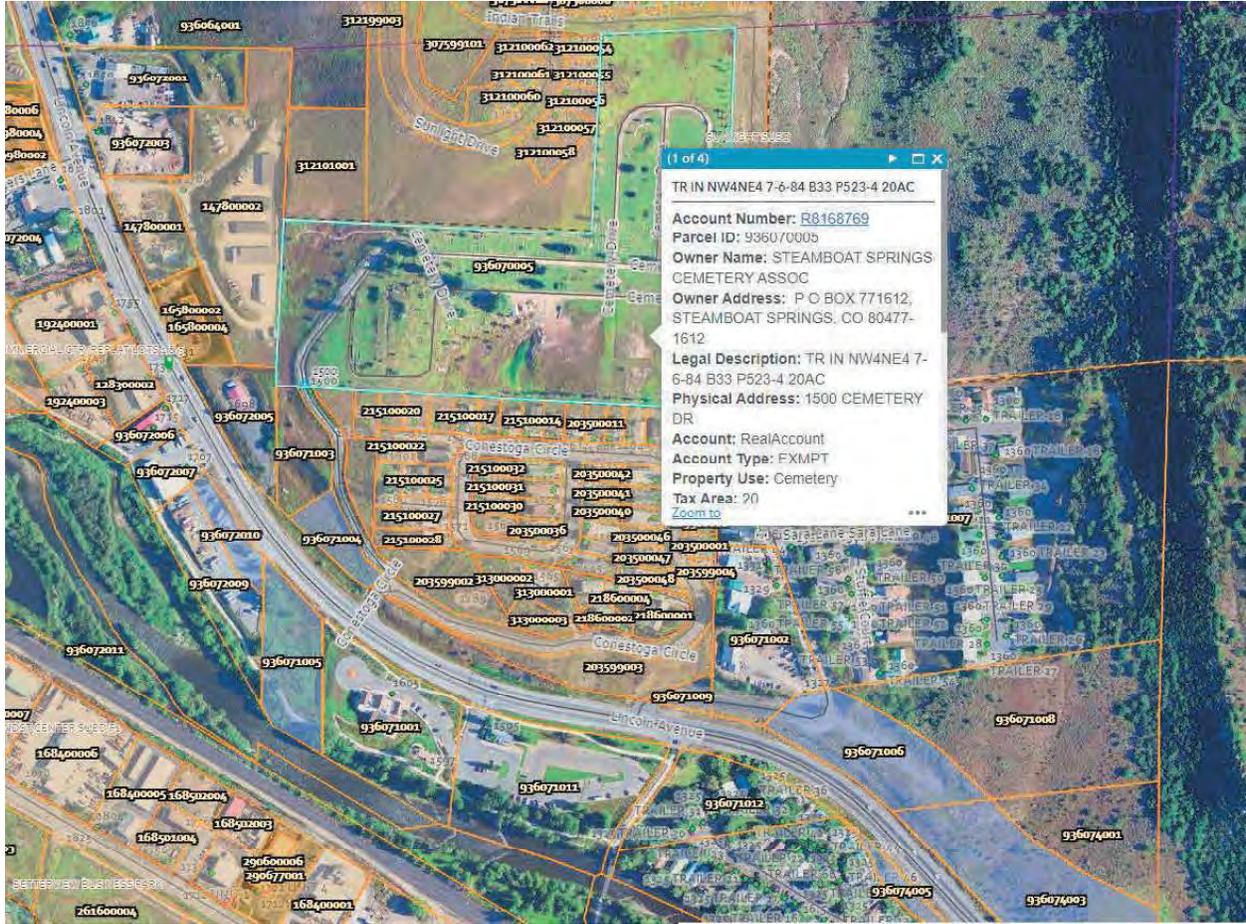
BY: _____
President, UYWCD Board of Directors

ATTEST:

DATE: _____

BY: _____
Secretary, Upper Yampa Water Conservancy District

EXHIBIT A







BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/08/21

Item: 2021 Upper Yampa Water Conservancy District (UYWCD) Strategic Plan Review

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

2021 Upper Yampa Water Conservancy District (UYWCD) Strategic Plan review, Work Plan review, and proposed schedule for the 2022 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 2021 UYWCD Strategic Plan is presented. This review includes updates on the UYWCD work efforts in the first half of 2021 associated with the goals identified in the 2021 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 2022 UYWCD Strategic Plan. Along with identified 2021 work efforts, the status of the Potential New Tasks identified for inclusion in 2021 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 2022 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 2021 or retained for consideration and budgeting for 2022.

The 2021 Strategic plan will be referenced as the foundational document for the development of the 2022 UYWCD Budget and 2022 UYWCD Strategic Plan updates. Both the 2022 UYWCD Budget and Strategic Plan updates will be prominent topics for discussion during the October 20, 2021, UYWCD BOD Retreat. Therefore, the UYWCD staff recommends the following schedule for the update of the UYWCD Strategic Plan for 2022:

- September 15, 2021, regular BOD Meeting: Request formation of UYWCD BOD Strategic Plan Update Committee. Committee to meet week of September 27, 2021, to draft document to solicit input on updates to Strategic Plan for inclusion in 2022 UYWCD Strategic Plan update. The 2021 UYWCD Strategic Plan will serve as the first DRAFT of the 2022 UYWCD Strategic Plan.
 - Alternate Schedule: Request formation of Strategic Plan Update Committee now. Committee to hold first meeting at scheduled August 18, 2021, Executive Committee meeting.
- October 20, 2021, 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 2022 UYWCD Strategic Plan.
- November 17, 2021, Regular UYWCD BOD Meeting: Present final DRAFT of 2022 UYWCD Strategic Plan for adoption by UYWCD BOD.

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

2021 UYWCD Strategic Plan 10.2

Attachments:

2021 UYWCD Strategic Plan Six-Month Summary Review

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
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.					
1.1	<p>Develop District understanding and policies to address Big River issues</p> <ul style="list-style-type: none"> • 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. • Risk Study Analysis of Yampa Doctrine and Equitable Apportionment Complete, UYWCD Staff to recommend next steps with UYWCD BOD input. • UYWCD represented on Basin Roundtable Big River Subcommittee by K. Brenner, H. Kirkpatrick. Regular reports provided to UYWCD BOD as necessary. • 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 • UYWCD is actively monitoring CWCB and State Water Plan activities through attendance and representation at regional planning groups. • 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. • 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. 	<p>Invite Regional/State Experts to give public presentations on Big River Issues: Demand Management, CO River Compact Interim Guidelines</p>	<ul style="list-style-type: none"> • External affairs • Legal • Board 	<ul style="list-style-type: none"> • With the return to in-person meeting availability, the UYWCD staff will solicit presentations from outside organizations at the remaining UYWCD BOD meetings. 	Planning
1.2	<p>Prevent out-of-District transfers of water that could have adverse impacts for the District and its constituents</p> <ul style="list-style-type: none"> • Legal Staff is monitoring resumes and reports are provided to UYWCD BOD at regular UYWCD BOD meetings • 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. • Legal staff is engaged in activities in 1.1 as needed and at the request of UYWCD General Manager. 	<p>Lobby legislature, in response to Big River Issues (State and Federal Representatives).</p>	<ul style="list-style-type: none"> • External affairs • Legal • Board 	<ul style="list-style-type: none"> • Continued collaboration with Colorado River District on Water Horse project opposition. • UYWCD Special Counsel provides reports/updates on water resumes and pertinent water law items at regular UYWCD BOD meetings. • Smaller events planned for the 2nd half of 2021 will allow UYWCD staff direct interaction with State of Colorado water policy managers. 	Planning
2. District's infrastructure is safe and maintained, or improved as needed, to serve the needs of the District.					
2.1	<p>Ensure sufficient funds to maintain and/or improve our infrastructure</p> <ul style="list-style-type: none"> • 2020 Budget for O&M activities is adequate to date. • 2020 Budget for capital activities is adequate for Stagecoach and Yamcolo Reservoirs. 2020 budget for capital improvements for the Stillwater Ditch has been expanded as part of approved budget amendment. • Facilities reserves included in 2020 approved budget • 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. 	<p>Funds designated for new facilities/project construction, including Water Quality funds in update of 30-year maintenance plan for Stagecoach.</p>	<ul style="list-style-type: none"> • Facilities • Finance • Board 	<ul style="list-style-type: none"> • 2021 Budget for facilities O&M is adequate to date. • 2021 Budget for capital improvements is adequate to date. • Facilities reserves are included in annual approved budget. • Capital Projects are underway for 2021. • Planning for 2022 capital projects to begin Summer of 2021. 	Implementing, Complete
2.2	<p>Initiate or support efforts to address algae and other water quality issues in Stagecoach Reservoir</p> <ul style="list-style-type: none"> • 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. • 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. • 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. • 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. • Temperature string deployment and DO monitoring continues uninterrupted at Stagecoach Dam in 2020. Monthly data reports filed with FERC by District Engineer. 	<p>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.</p>	<ul style="list-style-type: none"> • Planning? • Facilities • Board • Finance 	<ul style="list-style-type: none"> • Upper Yampa River Basin Nutrient and Water Quality USGS Study Complete. • Successful delisting of Stagecoach Reservoir from CDPHE Reg 93 Lead Standard. • CPW WQ testing program at Stagecoach Reservoir is ongoing. • Morrison Creek Water and Sanitation District Mixing Zone Study completed with financial assistance from UYWCD. • Remaining WQ initiatives at Stagecoach planned, pending after action plan (multi-agency) for Muddy Slide Fire response. • All UYWCD regulatory water quality monitoring continues uninterrupted. 	Implementing, Complete

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
2.3	<p>Ensure integrity and safety of dams</p> <ul style="list-style-type: none"> • FERC-required emergency action plan updates, reporting, and exercises are on schedule for 2020. • 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. • Stagecoach Dam Part 12 inspection completed in 2019. Follow up item(s) responses filed with FERC June 2020. • 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. 		<ul style="list-style-type: none"> • Facilities 	<ul style="list-style-type: none"> • FERC-required emergency action plan updates, reporting, and exercises are on schedule for 2021. Functional Exercise planned for 2022. • Stagecoach Dam 2021 annual inspections by FERC pending FERC Covid protocol requirements. Stagecoach Dam CDWR Dam Safety Inspection completed May 2021. 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. • Stagecoach Dam Part 12 inspection completed in 2019. Follow up item(s) responses filed with FERC June 2020. • Completed FERC Audit of Owner's Dam Safety Plan. UYWCD was an active participant in the Routt County Hazard Mitigation Plan development. 	<p>Implementing</p>
2.4	<p>Ensure safe work environment for all UYWCD employees and visitors</p> <ul style="list-style-type: none"> • 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. 	<p>Explore connectivity upgrades for all UYWCD facilities, including UYWCD offices.</p>	<ul style="list-style-type: none"> • Facilities • Legal 	<ul style="list-style-type: none"> • Stagecoach control systems upgrades started in June of 2021, planned completion by August, 2021. Connectivity and security upgrades included in updates. • Fiber optic connectivity to Stagecoach Dam possible in next 5 years, pending YVEA infrastructure installation. • Yamcolo monitoring equipment upgrades ongoing, remote monitoring connectivity planned for 2022. 	<p>Implementing</p>
2.5	<p>Maintain Stagecoach as a public recreation facility</p> <ul style="list-style-type: none"> • 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. • CPW provides regular updates of annual activities through communications with the District Engineer. 	<p>Schedule meetings with CPW in January of 2021 to begin renegotiation of Stagecoach lease. Establish CPW-UYWCD Lease Negotiation Committee.</p>	<ul style="list-style-type: none"> • Facilities 	<ul style="list-style-type: none"> • First meetings with CPW representatives completed. • UYWCD General Counsel currently reviewing legal standards updates to CPW-UYWCD Lease agreement. 	<p>Implementing</p>

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks	
3. District is financially sustainable and able to meet its stated goals.						
3.1	<p>Develop short- and long-term financial planning to support District goals</p>	<ul style="list-style-type: none"> • 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. • 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. • 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. • Completion of a state-wide search of a new auditor. New auditor specialized in local government auditing. Service costs under budget. • 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. • 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 & Co or search for another auditor. • 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. • Migration of daily banking to MVB complete, all WF checking accounts closed. • Upon change in Management, signatory privileges of all District bank accounts updated. • UYWCD documentation of formal financial policies is part of revised accounting procedures and legal requirements of UYWCD. • 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. • Migration of Accounting systems to match new budget structure, complete. • Financial analysis of District's cost centers with 2019 audited financials, complete. • Cost-based water price analysis with 2019 audited actuals, complete. • District-wide pricing model to be finalized after permanent replacement of UYWCD General Manager complete. 	<p>Develop Long-term financial planning methodology (e.g. 5, 10, 20yr, determine assumptions)</p>	<ul style="list-style-type: none"> • Finance • Board • All Departments 	<ul style="list-style-type: none"> • Internal financial accounting systems and controls update complete • UYWCD Budget re-formatting for alignment with updated internal financial accounting system complete • 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. • Annual audit of 2020 financials completed successfully, with very minor adjustments. Audit of 2021 financials scheduled. • Stagecoach Reservoir Water Marketing Policy complete. • Yamcolo Reservoir Water Marketing Policy planned for fall of 2021. 	Completed, Implementing
3.2	<p>Clarify District's business model, including the propriety, tenure, and extent of use of tax revenue with respect to contract pricing</p>	<ul style="list-style-type: none"> • 2020 approved budget was structured to identify facilities' direct and indirect operating costs. • Migration of Accounting systems to match new budget structure, complete. • Financial analysis of District's cost centers with 2019 audited financials, complete. • Cost-based water price analysis with 2019 audited actuals, complete. • District-wide pricing model to be finalized after permanent replacement of UYWCD General Manager complete. 	<p>Clarify financial structure of UYWCD budget incorporating tracking of revenue stream support of UYWCD facilities and programs.</p>	<ul style="list-style-type: none"> • Finance • Board 		

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
4. All in-basin beneficial vested water uses in the District are protected, consistent with policy statements above.					
4.1	<p>Formalize and consider expanding District's grant program</p> <ul style="list-style-type: none"> 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. 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. UYWCD staff is collaborating with local working groups and outside agencies to identify potential projects that could benefit from UYWCD grant fund. 	<p>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).</p>	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> \$50,000 Non-Infrastructure Grant Pilot Program authorized by UYWCD BOD. Approximately \$25,000 of grant funds awarded in first 6 months of 2021. Formal grant program administration to be determined as part of 2022 Strategic Planning process. 	Implementing
4.2	<p>Promote District's existing augmentation plans on Yampa and Elk Rivers</p> <ul style="list-style-type: none"> The first augmentation plan of 2020 was contracted in July. Communications Director is working with interested applicants on the Elk River. Website redesign is underway. Hive180 Marketing is in the development phase of the new website. 	<p>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.</p>	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> Areas identified as lacking Augmentation coverage: Morrison Divide area, Areas within UYWCD bounds downstream of the Elkhead Creek confluence. Lower basin entities are actively working towards augmentation supply solutions in response to over-appropriation designation. Outreach meeting with Routt County on 07/19/21. Additional outreach meeting planned for fall of 2021. •UYWCD staff attendance at IWMP neighborhood meetings in Craig, Hayden, Clark, and South Routt throughout June and July. 	Planning, Implementing
4.3	<p>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</p> <ul style="list-style-type: none"> Internal discussions to clarify potential future needs are identified as an important topic for inclusion in the 2020 UYWCD BOD retreat in October. 	<p>Hold internal discussions to clarify potential future needs; engage DWR in discussions as needed</p>	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> 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. Joint presentation with CDWR, CRD made to Moffat County Commissioners. UYWCD presentation to Routt County Commissioners. 	Planning, Implementing
4.4	<p>Protect productive agricultural water uses in the District</p> <ul style="list-style-type: none"> The Diversion Infrastructure Improvement Project offers funding for measuring devices that will help protect existing agricultural water rights in the District through record-keeping. 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. 		<ul style="list-style-type: none"> Public Legal External Affairs 	<ul style="list-style-type: none"> The UYWCD is actively pursuing the Coal Creek Diversion Project. 	Planning, Implementing
4.5	<p>Effectively communicate with local municipalities regarding long-term water supplies</p> <ul style="list-style-type: none"> UYWCD staff is engaged with local municipalities as a supportive technical advisor on possible instrumentation upgrades and data collection. 	<p>Adopt Stagecoach Water Pricing/Marketing Policy, Set schedule for existing municipal contract negotiations.</p>	<ul style="list-style-type: none"> Public Planning 	<ul style="list-style-type: none"> Stagecoach Water Marketing Policy complete. Discussions with existing municipal storage contractors planned for August, 2021. Existing Municipal contract price declaration planned for November 2021. 	Planning, Implementing

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks	
4.6	<p>Enter into appropriate and financially prudent water allotment contracts for District water from Stagecoach Reservoir and/or Yamcolo Reservoir for environmental and recreational beneficial uses</p>	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020. Water Fund engaged as important funding partner for CWT storage contract for Stagecoach Reservoir in 2020. Other Stakeholder engagement ERC BOD discussions conducted at May 2020 BOD meeting. 		<ul style="list-style-type: none"> Legal Board 	<ul style="list-style-type: none"> CWT 2021 Contract complete. CWT ten-year Stagecoach Reservoir ERC agreement for CWCB Instream Flow Voluntary Loan program pending agency comments. CRD, Tr-State, UYWCD joint reservoir release modelling study complete. Final report due to project participants by August 1, 2021. 	Complete, Implementing
4.7	<p>Increase flexibility of District's water rights portfolio in order to provide water for environmental and recreational purposes</p>	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged with UYWCD in discussion of HBs 1037, 1157. 	<p>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.</p>	<ul style="list-style-type: none"> Legal 		
4.8	<p>Clarify District policy and role regarding the use of District water to support non-consumptive water uses</p>	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020. Potentials for change cases will be explored by UYWCD staff in 2021. ERC BOD discussions conducted at May 2020 BOD meeting. 		<ul style="list-style-type: none"> Legal 		
5. Upper Yampa Basin water interests are represented at the local, regional and statewide levels on relevant policy, legislative, administrative, regulatory and judicial matters.						
5.1	<p>Ensure representation of District interests in local and state matters, including on the IBCC, Basin Roundtable, CWCB and Colorado River District</p>	<ul style="list-style-type: none"> Attendance of Colorado Water Congress Winter Summit in January 2020 by Directors and staff including K.McBride and H.Kirkpatrick Collaboration with Colorado River District on Risk Study modeling and a virtual production of the Yampa State of the River. 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. 	<p>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).</p>	<ul style="list-style-type: none"> External Affairs 	<ul style="list-style-type: none"> First attempt at formalizing UYWCD staff and BOD roles at outside organizations initiated at January 20, 2021 UYWCD BOD meeting. 	Planning, Implementing
5.2	<p>Increase District collaboration with Roundtable partners to advocate for Upper Yampa Basin interests</p>	<ul style="list-style-type: none"> 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. H.Kirkpatrick serves on the technical advisory committee for the Yampa River Fund. 	<p>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).</p>	<ul style="list-style-type: none"> External Affairs 		
6. Adequate water supplies within the District in light of changing climate conditions, population shifts, and other changes.						
6.1	<p>Maintain and improve District's CDSS hydrology/water rights administration model</p>	<ul style="list-style-type: none"> CDSS model updates scheduled in coordination with BIP process. 	<p>UYWCD Staff will keep current on CDSS model updates through participation in BIP process.</p>	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> The UYWCD staff was an active participant in the 2021 BIP CDSS/SateMOD update effort. StateMOD updates for Bear River Reach of Yampa system will be included in Coal Creek project flow analysis. The new StateMod Baseline model will be used as the foundation for multiple analysis efforts in 2021. 	Complete, Implementing

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective		History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
6.2	Increase District's understanding of relevant potential effects of climate change, population growth, and demographics for District planning	<ul style="list-style-type: none"> CDSS model updates to include paleo study comparison with climate change hydrology. District Engineer maintains regular contact with Paleo Hydrology working group. 	UYWCD will participate in the community Just Transition Program for West Routt and Moffat Counties, possibly in coordination with Steamboat Chamber of Commerce. Participate in Routt County Master Plan as warranted. Explore water-related opportunities to address climate change resilience.	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> UYWCD staff met with Steamboat Chamber Economic Development staff to discuss strategies to incorporate water storage availability into future marketing and economic development campaigns. UYWCD staff have had multiple discussions with Moffat County representatives on the subject of water availability as a positive economic attribute. 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. 	Implementing
6.3	Increase engagement with constituents and Upper Yampa Basin water interests in planning for long-term Yampa Basin water supply and use	<ul style="list-style-type: none"> Collaboration with existing agencies and interest groups is ongoing by UYWCD staff and BOD. 	Schedule and coordinate an annual event for 2021 a part of the 2021 work plan, Annual UYWCD Yampa Canyon trip.	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> Multiple small events and event sponsorships scheduled for second half of 2021. 	Planning, Implementing
6.4	Expand Board's understanding of relevant issues and trends for District decision-making	<ul style="list-style-type: none"> Regular discussions of pending legislation and interpretation of new legislation is ongoing by UYWCD staff and BOD. Collaboration with Colorado River District on Risk Study modeling. 		<ul style="list-style-type: none"> Board 		
7. Healthy reservoirs, streams and watersheds within the District in support of the policy statements above.						
7.1	Support water quality efforts in the District, and, where relevant, respond to concerns that arise, consistent with District's mission	<ul style="list-style-type: none"> See 2.2 	Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners. Continue to monetarily support ongoing upper basin water quality monitoring program in partnership with local stakeholders and USGS.	<ul style="list-style-type: none"> Planning? Facilities Board 	<ul style="list-style-type: none"> Fire-Hazard risk confirmed with Muddy Slide Fire. UYWCD staff participants in Muddy Slide Fire response efforts including public information officer meetings and fire activity updates. Additional activities TBD, pending after action plan (multi-agency) for Muddy Slide Fire response. 	Identified
7.2	Anticipate potential future role and responsibilities for the District to support water quality in the District	<ul style="list-style-type: none"> Collaboration with existing agencies and interest groups is ongoing. UYWCD staff actively engaged with CDPHE, CPW, and Routt County on water quality concerns. 	Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners.	<ul style="list-style-type: none"> Planning? External Affairs Board 		Identified
7.3	Support efforts in the District to improve watershed management and forest health	<ul style="list-style-type: none"> UYWCD staff is engaged in the Fish Creek Drainage forest health management plans as a supportive technical advisor on possible instrumentation upgrades. 	Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners.	<ul style="list-style-type: none"> Planning? External Affairs Board 		Identified

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
7.4	<p>Explore mechanisms to support use of District water rights for environmental purposes, e.g., in-stream flows</p> <ul style="list-style-type: none"> 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. 	<p>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.</p>	<ul style="list-style-type: none"> Board 	<ul style="list-style-type: none"> CWT 2021 Contract complete. CWT ten-year Stagecoach Reservoir ERC agreement for CWCB Instream Flow Voluntary Loan program pending agency comments. CRD, Tr-State, UYWCD joint reservoir release modelling study complete. Final report due to project participants by August 1, 2021. 	<p>Complete, Implementing</p>
<p>8. District constituencies understand water issues in the Upper Yampa Basin and the role of the District in addressing them.</p>					
8.1	<p>Increase public understanding of the District's role and activities</p> <ul style="list-style-type: none"> Hive180 Marketing is in the development phase for a new website. 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. UYWCD sponsored a storage episode in the "Your Water Table" video series in collaboration with the Basin Roundtable. The series is currently in production. UYWCD filmed an educational video on the Yampa River Project with Colorado Water Trust. 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. 	<p>Schedule and coordinate an annual event for 2021 a part of the 2021 work plan.</p>	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> Multiple small events and event sponsorships scheduled for second half of 2021. 	<p>Planning, Implementing</p>
8.2	<p>Improve Board collaboration, participation and representation with other organizations doing water-related work in the Upper Yampa Basin.</p> <ul style="list-style-type: none"> 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. 	<p>Schedule and coordinate an annual event for 2021 a part of the 2021 work plan, WECO coordination to avoid duplicate efforts. Consider preparing/publishing an Annual Report as a community outreach effort.</p>	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> UYWCD sponsorship and participation in WECO water fluency program in Yampa Basin. Annual Report planned for end of 2021. 	<p>Implementing</p>
8.3	<p>Improve two-way exchange among constituents, stakeholders, Board and staff regarding District priorities and activities</p> <ul style="list-style-type: none"> 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. Outreach to outside organizations and interested constituents through email, periodic publications, and local media outlets is ongoing. 	<p>Schedule and coordinate an annual event for 2021 a part of the 2021 work plan.</p>	<ul style="list-style-type: none"> Public 	<ul style="list-style-type: none"> Multiple small events and event sponsorships scheduled for second half of 2021. 	<p>Planning, Implementing</p>
8.4	<p>Increase local awareness of local water issues and resources</p> <ul style="list-style-type: none"> See 8.1 		<ul style="list-style-type: none"> Public 		
<p>9. Robust District water rights portfolio.</p>					
9.1	<p>Maintain and, where appropriate, perfect District's water rights</p> <ul style="list-style-type: none"> Legal department is tracking upcoming due diligence, based on court decrees and Master Plan details. UYWCD Board is apprised of legal issues and relevant budget needs at all regular UYWCD BOD meetings. 	<p>Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.</p>	<ul style="list-style-type: none"> Legal 	<ul style="list-style-type: none"> Diligence cycle efforts underway with water rights analysis and Coal Creek project activities. Opposition to Yamcolo Reservoir WR abandonment filed with CDWR. 	<p>Planning, Implementing</p>

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning						
Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks	
9.2	Enhance District involvement/advocacy on water administration matters	<ul style="list-style-type: none"> 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. The UYWCD continuously coordinates with Division Engineer's Office, partner Dam Owners, and contracted on dam releases. District Engineer has held multiple meetings (virtual) with the Division Engineer in 2020. 		<ul style="list-style-type: none"> Facilities 		
9.3	Evaluate potential and conditional water rights	<ul style="list-style-type: none"> Coal Creek Diversion project to be actively pursued in 2020. 	Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.	<ul style="list-style-type: none"> Legal 	<ul style="list-style-type: none"> Diligence cycle efforts underway with water rights analysis and Coal Creek project activities. 	Planning, Implementing
9.4	Explore small tributary storage projects within Upper Yampa Basin	<ul style="list-style-type: none"> Coal Creek Diversion project to be actively pursued in 2020. Small Reservoir Study update identified as BIP project. 	Update Small Reservoir Study.	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> Small Reservoir study update planned for 2nd half 2021. 	Planning
9.5	Pursue water projects that utilize/perfect District water rights and that provide water supply for consumptive and non-consumptive purposes	<ul style="list-style-type: none"> Coal Creek Diversion project to be actively pursued in 2020. Small Reservoir Study update identified as BIP project. 	Update Small Reservoir Study.	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> Small Reservoir study update planned for 2nd half 2021. 	Planning
9.6	Support in-stream flow rights to help firm the District's portfolio.	<ul style="list-style-type: none"> See 4.6 and 4.7 		<ul style="list-style-type: none"> Board 		
9.7	Explore increasing flexibility of use for District's stored water rights	<ul style="list-style-type: none"> See 4.6 and 4.7 		<ul style="list-style-type: none"> Board 		
10. Robust staff, legal and administrative resources to ensure District's viability and ability to effectively serve its constituents.						
10.1	Begin succession planning where appropriate		Conduct formal annual review of UYWCD General Counsel by UYWCD BOD. Consideration of term limits for BOD seats.	<ul style="list-style-type: none"> Board 	<ul style="list-style-type: none"> UYWCD BOD review of General Counsel complete. Consideration of term limits for BOD seats discussed with full UYWCD BOD and General Counsel. 	Complete
10.2	Regularly review and update Board goals and objectives					
10.3	Clarify District governance structure that promotes interaction, transparency, trust, and <i>esprit de corp</i> among Board, GM and staff	<ul style="list-style-type: none"> 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. 				

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History and Past Work	Potential New Tasks	Department	2021 Work Efforts	Status of 2021 Potential New Tasks
10.4	<p>Improve District organizational structure to maximize effectiveness, collaboration and teamwork</p> <ul style="list-style-type: none"> 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. Written policies and procedures are updated as needed by UYWCD staff. 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. UYWCD staff will be conducting an audit of personnel & benefit files; will utilize ER Council as needed to confirm compliance. 			<ul style="list-style-type: none"> UYWCD staff completed compensation survey in fall of 2020. UYWCD staff completed review and implemented new health insurance plan effective January 2021. UYWCD completed a personnel and benefit files audit in March of 2021 to ensure compliance. 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. 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. UYWCD staff in process of reviewing current District policies and implementing new policies to ensure compliance. Completion planned by end of 2021/first quarter of 2022. 	Completed/Planning/Implementing
10.5	<p>Encourage opportunities for professional development</p> <ul style="list-style-type: none"> Staff training and professional development is a high priority for the UYWCD. Multiple UYWCD staff members have completed new training programs in 2020. The UYWCD General Manager will continue to work with staff to identify training opportunities for all staff in the remainder of 2020. 	<p>Identify training programs for individual staff members during annual employee reviews.</p>		<ul style="list-style-type: none"> UYWCD staff have attended multiple training programs in 2021. Practice will continue for remainder of 2021. 	Implementing
10.6	<p>Ensure District continues to be represented by competent legal staff</p> <ul style="list-style-type: none"> Bob Weiss and Scott Grosscup are doing an excellent job of representing the UYWCD for the organization's legal needs. 	<p>Conduct formal annual review of UYWCD General Counsel by UYWCD BOD.</p>	<ul style="list-style-type: none"> Legal 	<ul style="list-style-type: none"> UYWCD BOD review of General Counsel complete. 	Complete
10.7	<p>Demonstrate commitment to and capacity for public service and engagement with constituents</p> <ul style="list-style-type: none"> 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. UYWCD staff has identified and met with key constituents involved in water-related work around the basin to identify collaboration opportunities. 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. 	<ul style="list-style-type: none"> Implement 'low-hanging fruit' from 360 Assessment in 2019 Refine job description and work plan, e.g., for new Marketing/Outreach position 			Complete/Active
10.8	<p>Create an Upper Yampa Basin records and archive repository</p> <ul style="list-style-type: none"> Records archive to be included in 2021 work plan with associated inclusion in 2021 budget. Staff responded to Open Records Requests of archived documentation, ranging from 1966 to present date. 	<p>Coordinate with local facility/entity to explore possibilities of cataloguing and preserving historic water resources records. CSU facility as model program.</p>		<ul style="list-style-type: none"> Initial contact made with potential archive sites, further activities TBD. 	Planning
10.9	<p>Promote Retention of UYWCD staff</p>	<p>Offer financial support to UYWCD employees for the specific purpose of primary dwelling purchase in the form of housing stipend and/or low (or no-interest) loan.</p>		<ul style="list-style-type: none"> Possible 2022 work effort. 	Identified





BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 07/12/2021

Item: Reservoir Water Status

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Water storage data for Yamcolo Reservoir and Stagecoach Reservoir are included as reference materials for a summary discussion of the 2021 water year to date.

II. Summary and Alternatives:

N/A

III. Staff Recommendation:

N/A

IV. Legal Issues:

N/A

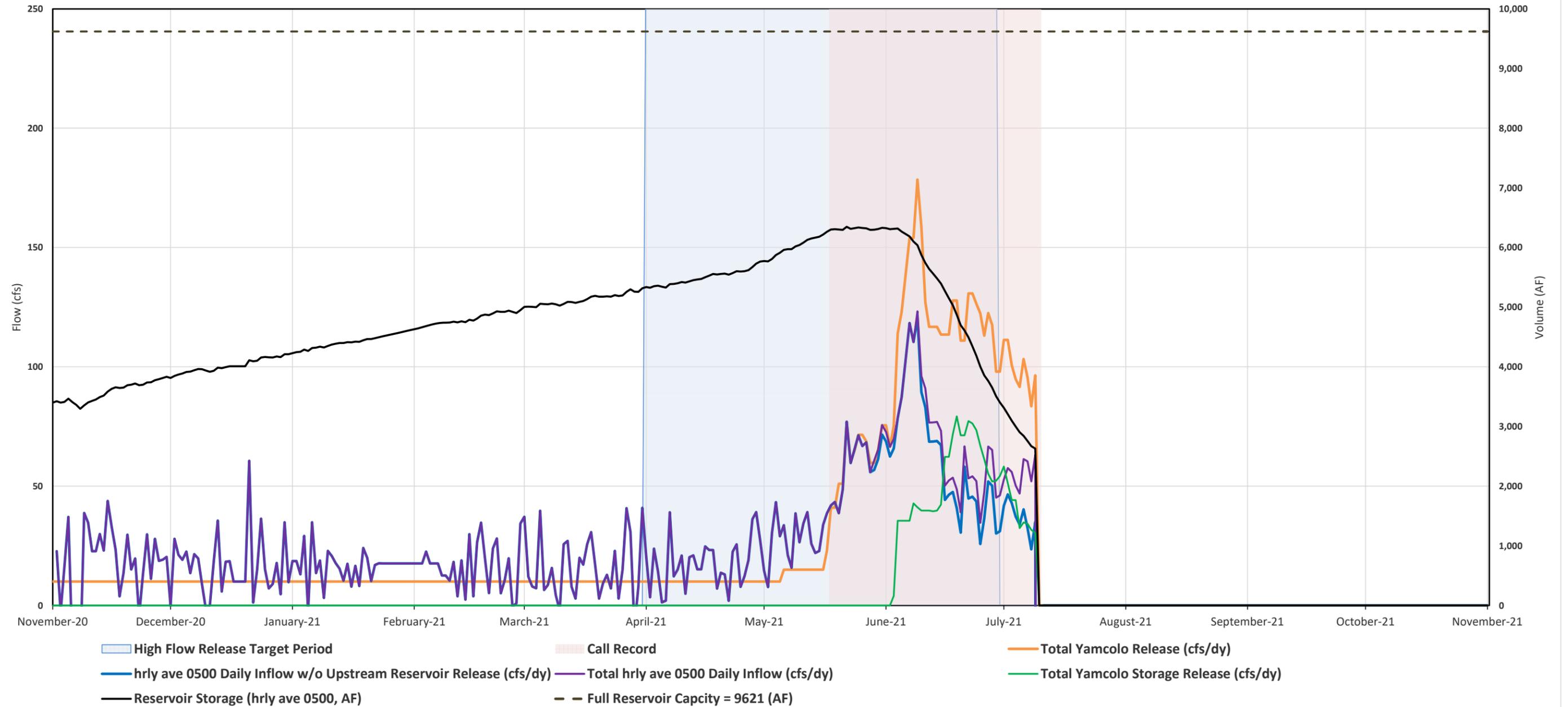
V. Consistency with Board Goals and Policies:

Policy Statement: 2

Attachments:

1. Yamcolo Water Storage Data (WY 2021)
2. Stagecoach Water Storage Data (WY 2021)
3. Colorado Water Supply Outlook Report
4. DNR Drought Update

Yamcolo Reservoir: WY 2021 (Provisional Data)



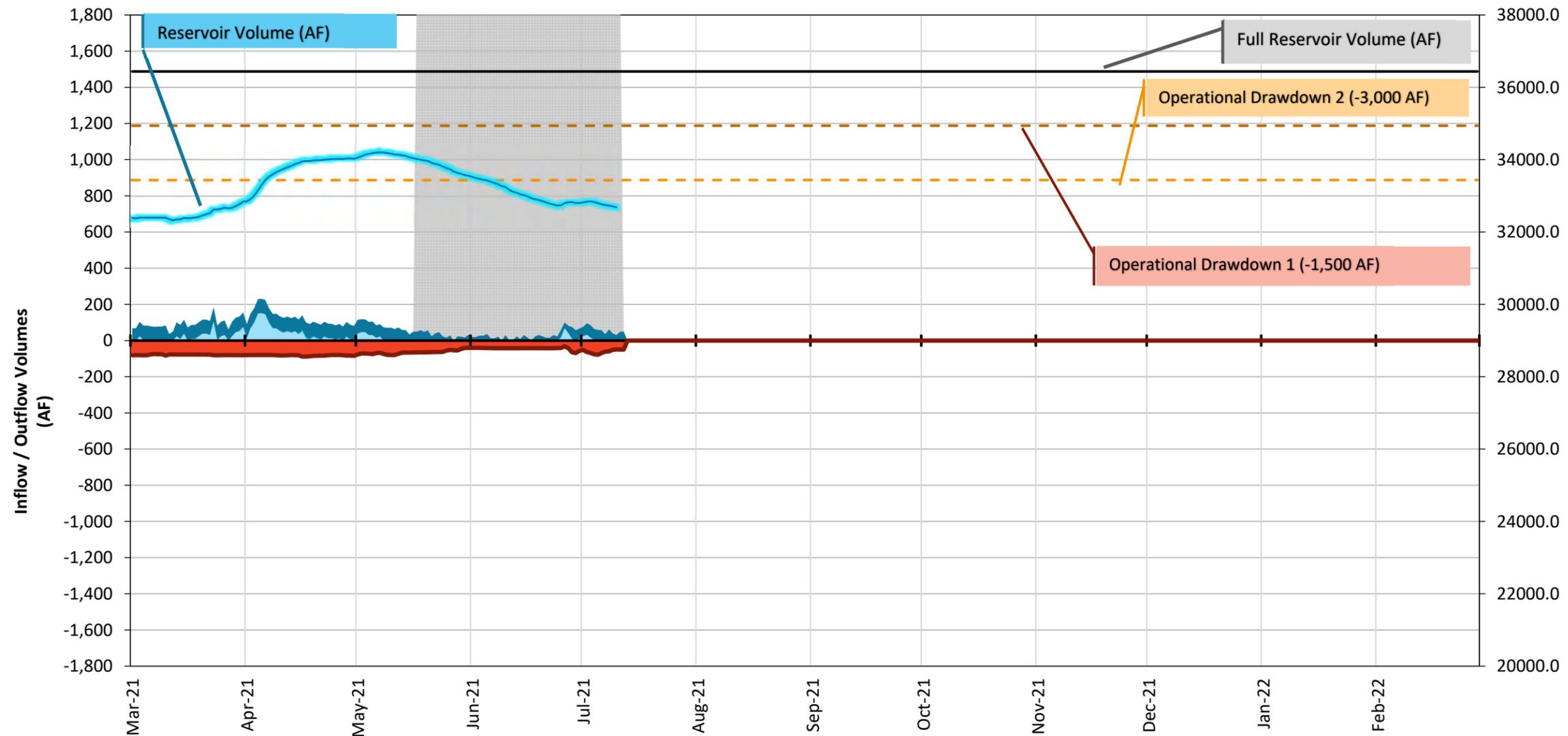
Stagecoach Reservoir Operations

Total Monthly Volume (AF)

Accounting Year 2021

INFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Physical	2,939	3,778	1,770	887	702								10,075
Storable	631	1,399	230	145	76								2,482
Stored	612	1,326	230	145	76								2,389

OUTFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Operator	-2,445	-2,460	-2,016	-1,304	-726								-8,952
Spill	0	0	0	0	0								0
Gage	-2,445	-2,460	-2,016	-1,304	-726								-8,952



- 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

Colorado

Water Supply Outlook Report

June 1, 2021



Hydrologist Heather McIntyre and Zack Wilson make their way up to the Medano Pass SNOTEL for repairs on May 4th from Great Sand Dunes National Park. Despite a fresh dusting of snow on Mt. Herald (pictured above), much of the mid-level snowpack had melted out in the Sangre de Cristo Mountains by early May.

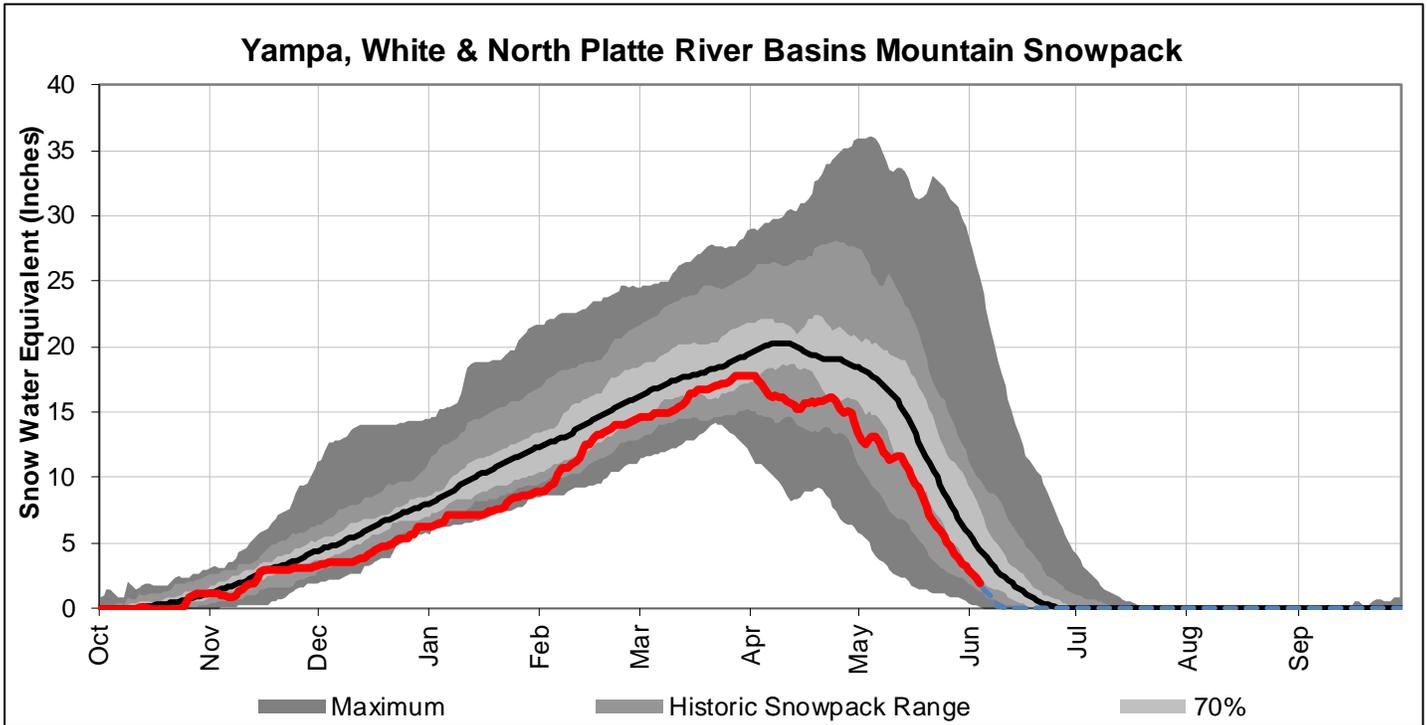
Photo By: Heather McIntyre

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

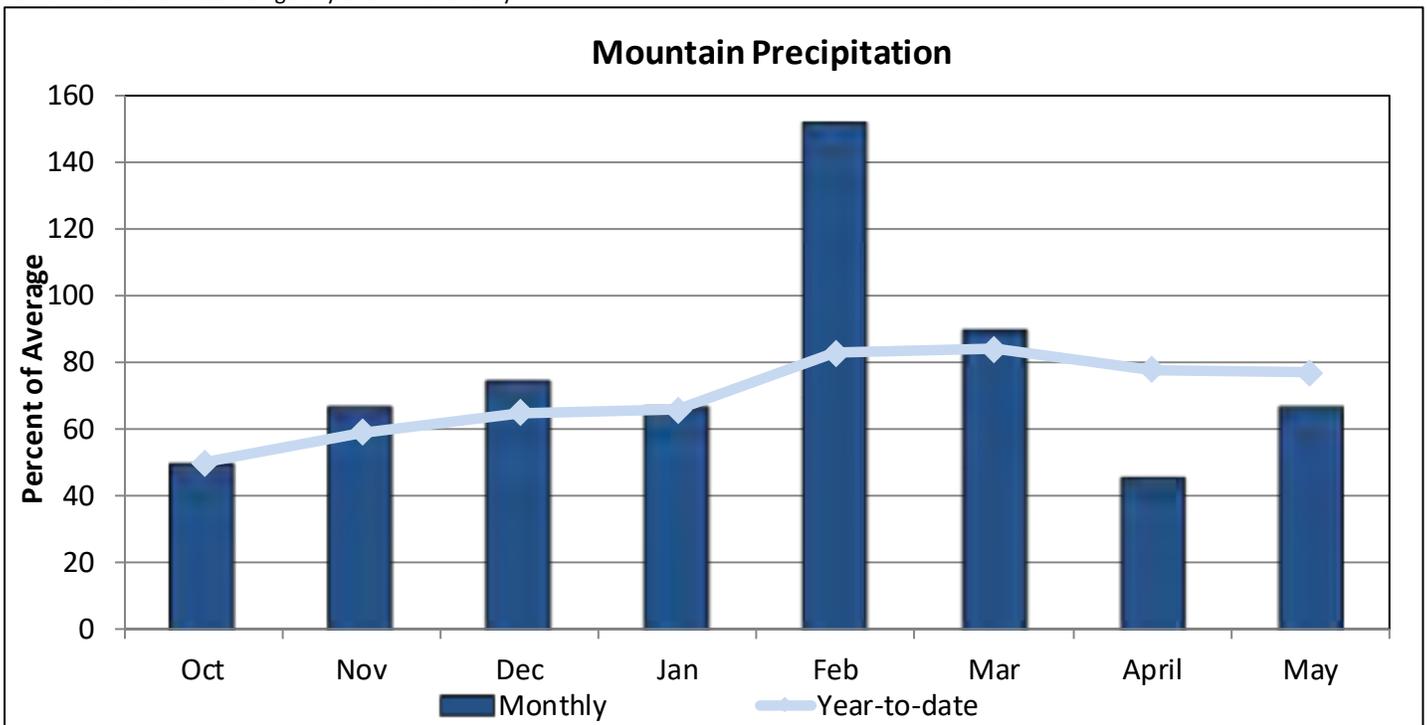
YAMPA, WHITE, NORTH PLATTE, AND LARAMIE RIVER BASINS

June 1, 2021

Snowpack in the Yampa, White & North Platte basins is below normal at 51% of the median. Precipitation for May was 67% of average and water year-to-date precipitation is 77% of average. Reservoir storage at the end of May was 107% of average compared to 115% last year. Current June - July streamflow forecasts range from 80% of average on the Laramie River near Woods to 5% of average on Elkhead Creek above Long Gulch.

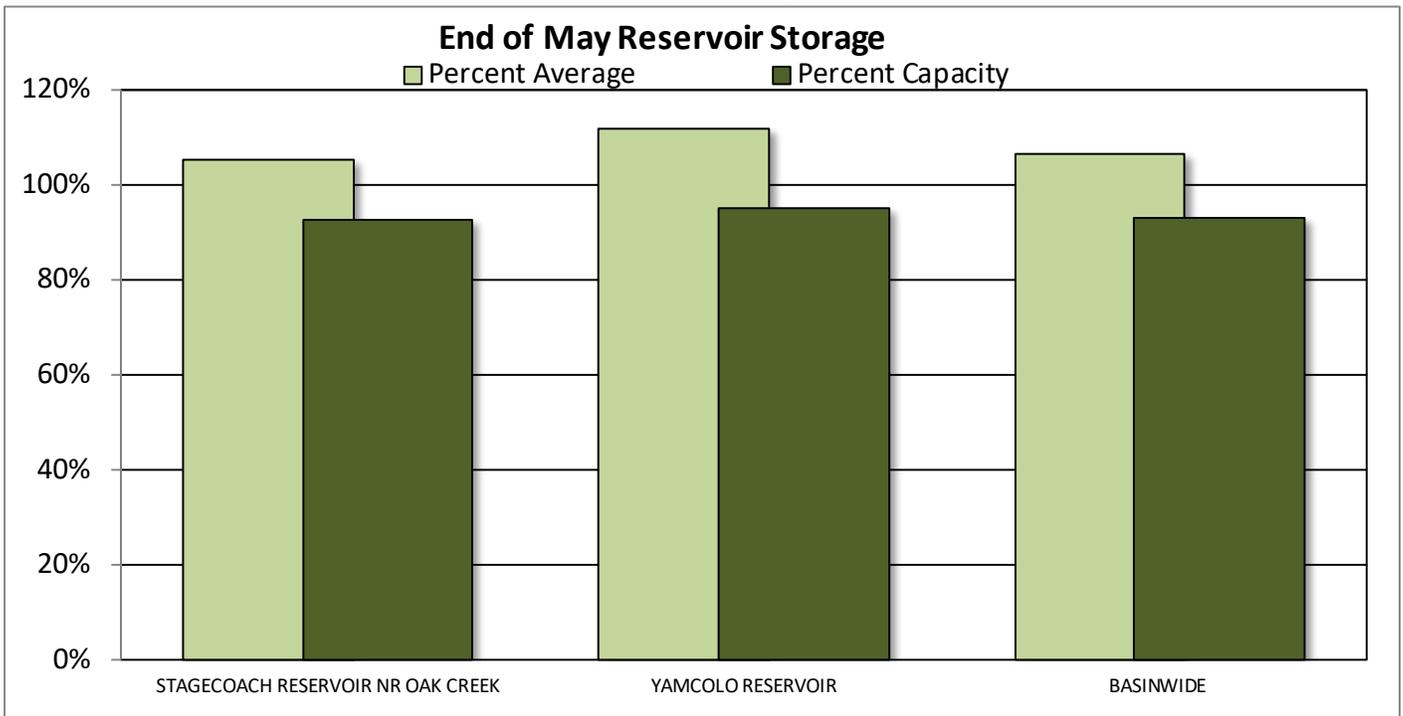
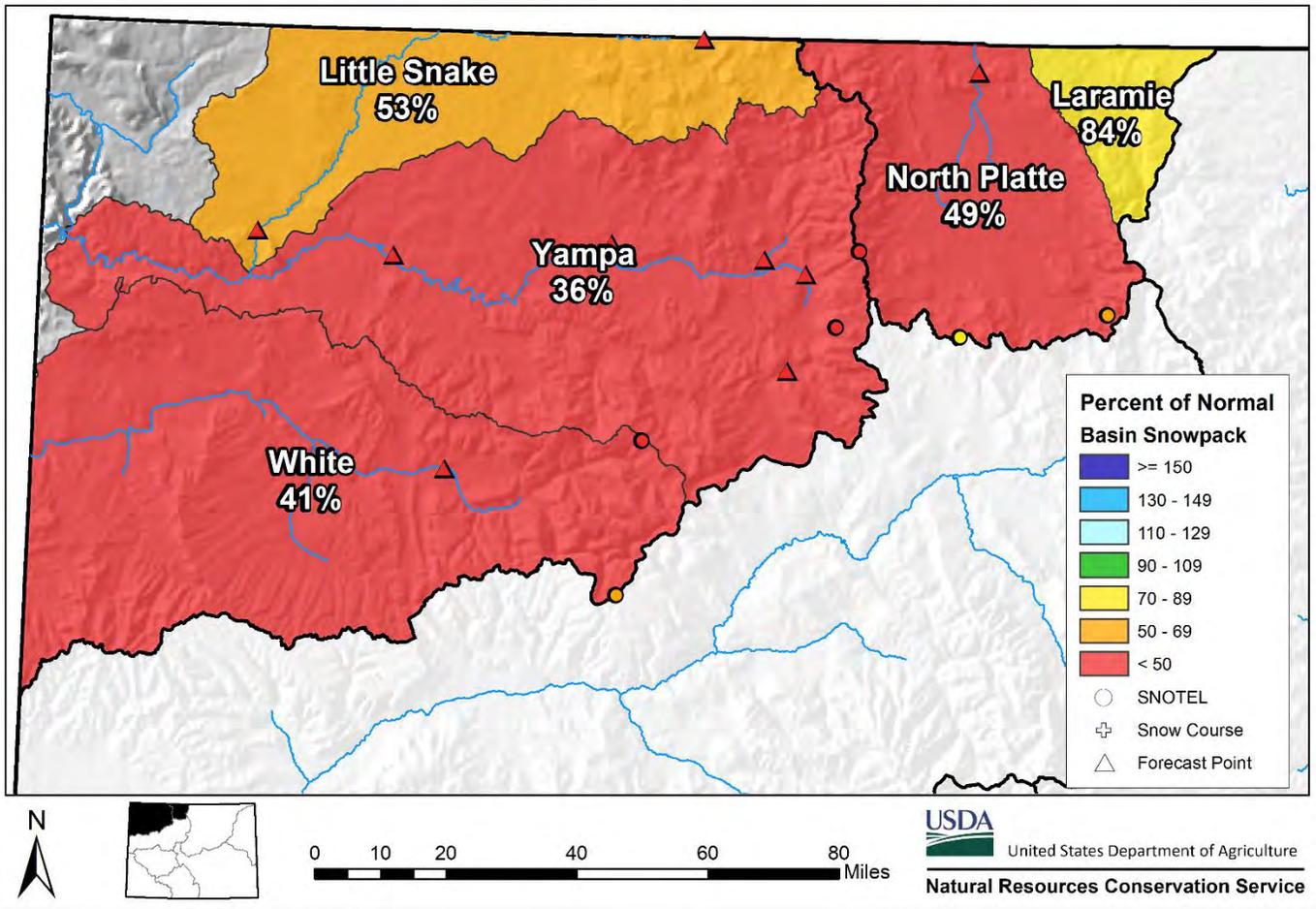


*SWE values calculated using daily SNOTEL data only



*SWE values calculated using first of month SNOTEL data and snow course measurements

Yampa, White, and North Platte River Basins Snowpack and Streamflow Forecasts June 1, 2021



Watershed Snowpack Analysis June 1st, 2021

Sub-Basin	# of Sites	% Median	Last Year %	
			Median	Median
Laramie	2	84		3
North Platte	8	49		76
Total Laramie & North Platte	10	53		66
Elk	2			
Yampa	9	36		84
White	3	41		65
Total Yampa & White	11	41		74
Little Snake	7	53		72
Basin-Wide Total	25	51		68

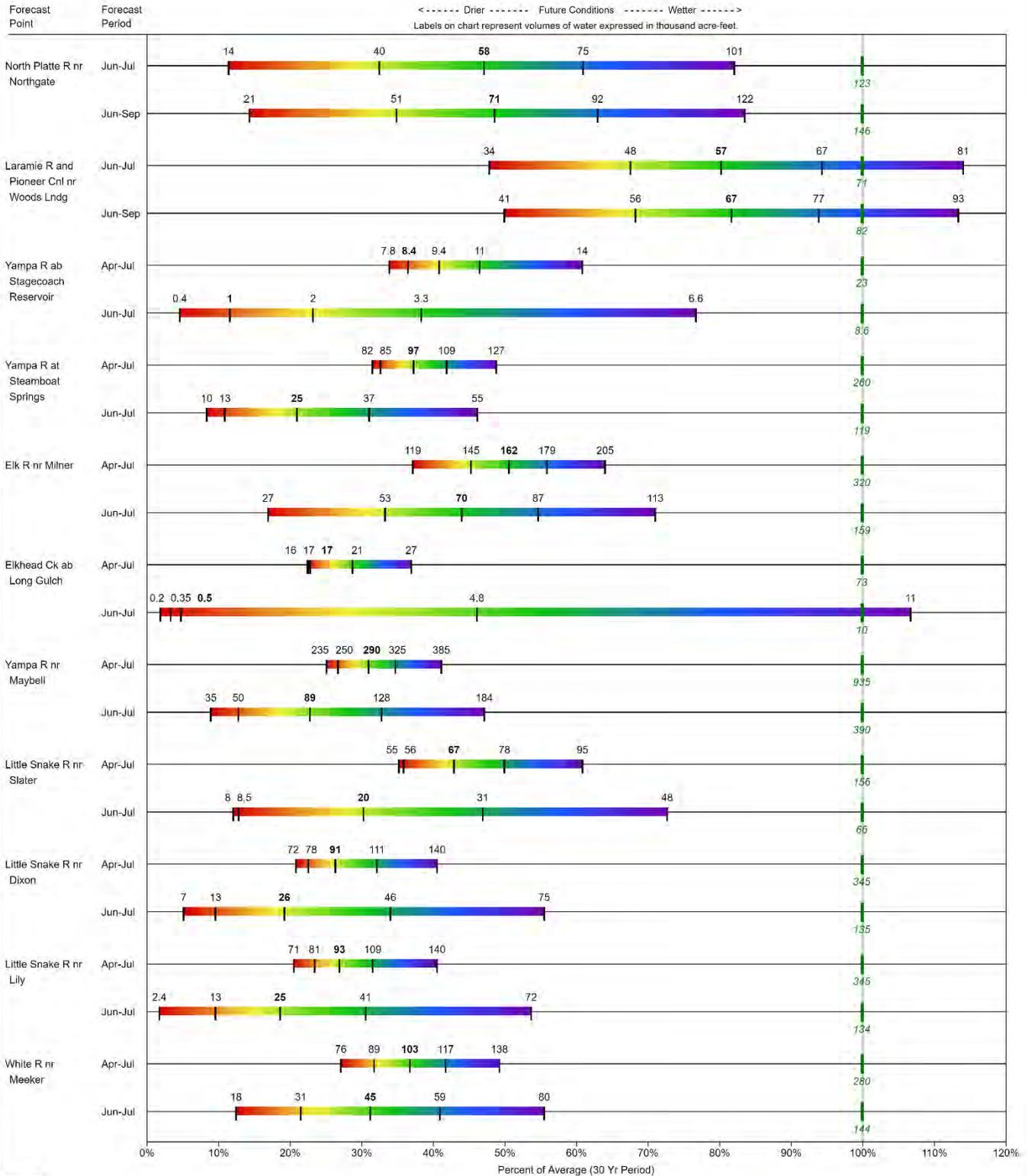
*SWE values calculated using first of month SNOTEL data and snow course measurements

Reservoir Storage End of May 2021

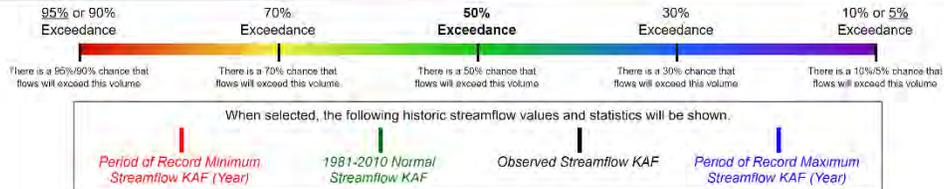
Reservoir	Current	Last Year	Average	Capacity
	(KAF)	(KAF)	(KAF)	(KAF)
STAGECOACH RESERVOIR NR OAK CREEK	33.8	35.8	32.1	36.5
YAMCOLO RESERVOIR	8.3	9.8	7.4	8.7
BASINWIDE	42.1	45.6	39.5	45.2
Number of Reservoirs	2	2	2	2

YAMPA-WHITE-NORTH PLATTE RIVER BASINS
Water Supply Forecasts
 June 1, 2021

Forecast Exceedance Probabilities
 <----- Drier ----- Future Conditions ----- Wetter ----->
 Labels on chart represent volumes of water expressed in thousand acre-feet.



Legend



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

How to Read Snowpack Graphs

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

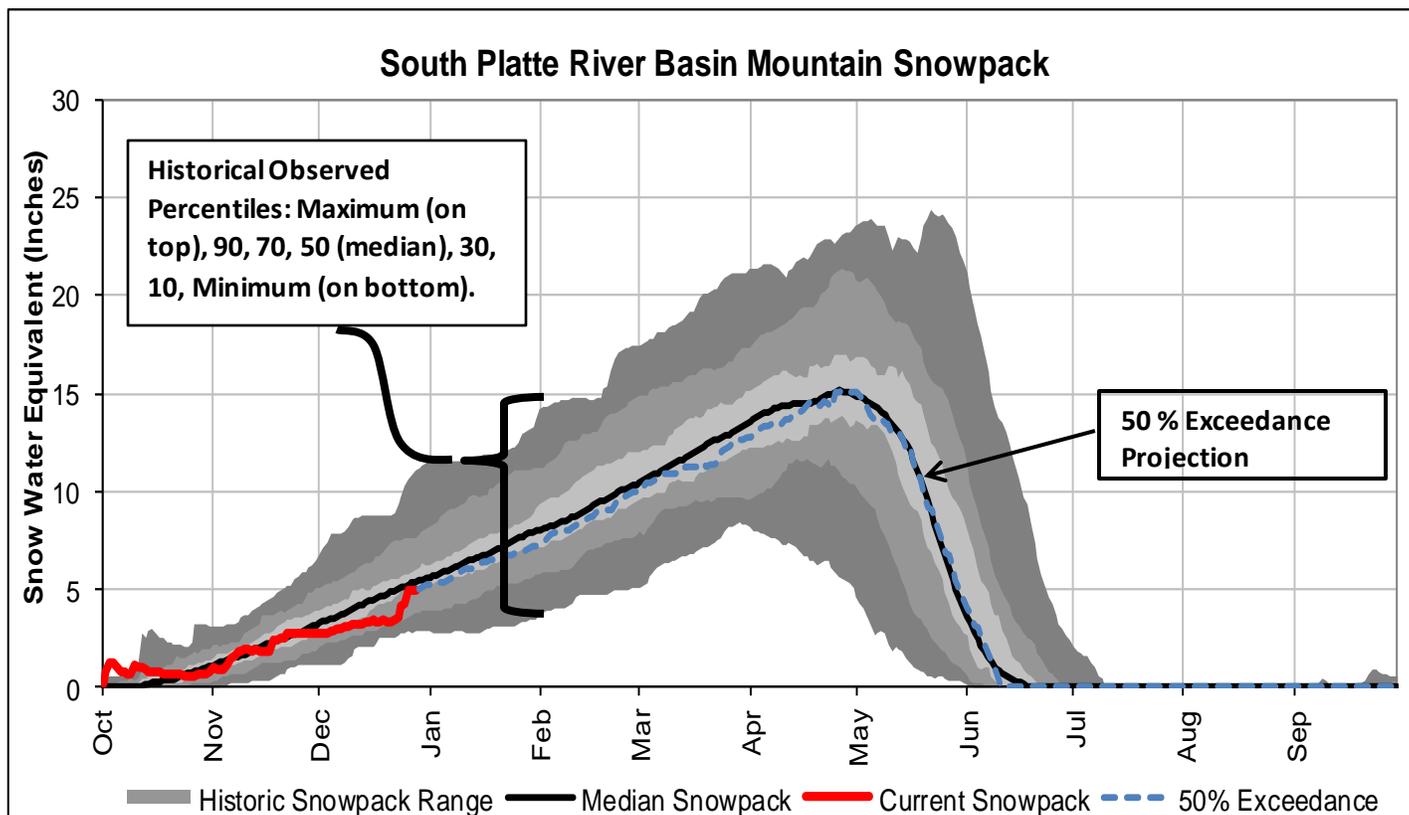
Current water year is represented by the heavy red line terminating on the last day the graphic was updated.

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

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

For more detailed information on these graphs visit:

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



How Forecasts Are Made

For more water supply and resource management information, contact:

Brian Domonkos

Snow Survey Supervisor

USDA, Natural Resources Conservation Service

Denver Federal Center, Bldg 56, Rm 2604

PO Box 25426

Denver, CO 80225-0426

Phone (720) 544-2852

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

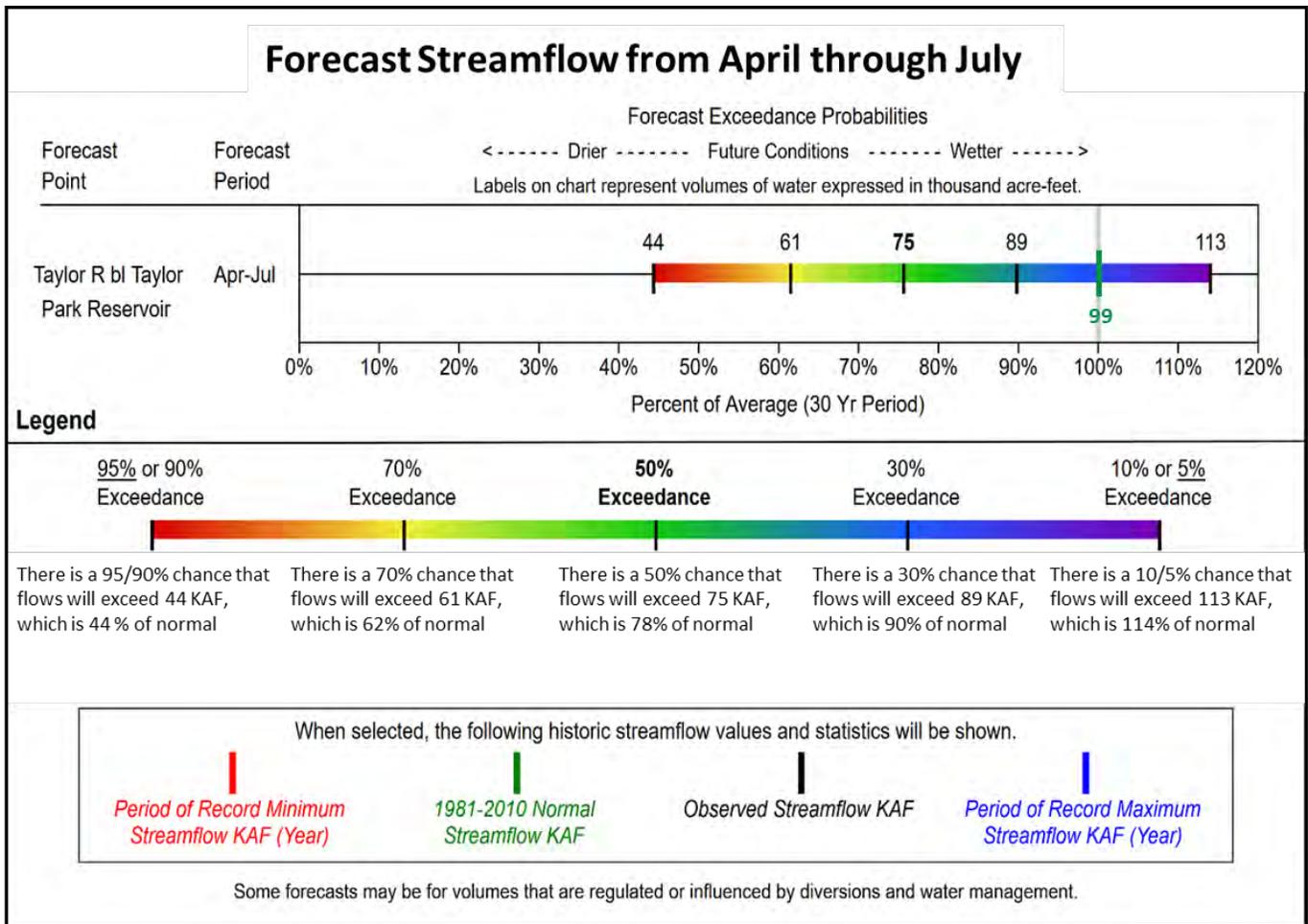
Most of the annual streamflow in the western United States originates as snowfall that has accumulated in the mountains during the winter and early spring. As the snowpack accumulates, hydrologists estimate the runoff that will occur when it melts. Measurements of snow water equivalent at selected manual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

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

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

Interpreting the Forecast Graphics

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





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

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

Issued by

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

Released by

Clint Evans
State Conservationist
Natural Resources Conservation Service
Lakewood, Colorado

Colorado

Water Supply Outlook Report

Natural Resources Conservation Service
Lakewood, CO



COLORADO

Department of Natural Resources

June 2021 Drought Update

The June Water Availability Task Force (WATF) meeting, including past recordings and supporting presentations, can be found at cwcb.colorado.gov/water-availability-flood-task-forces. To receive updates on meetings, subscribe via the [public notice portal](#).

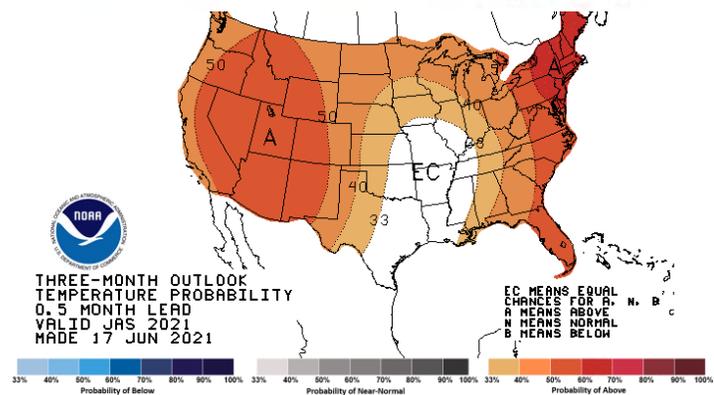
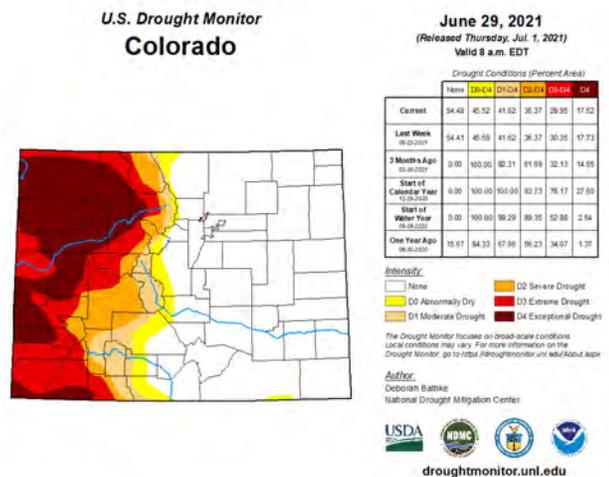
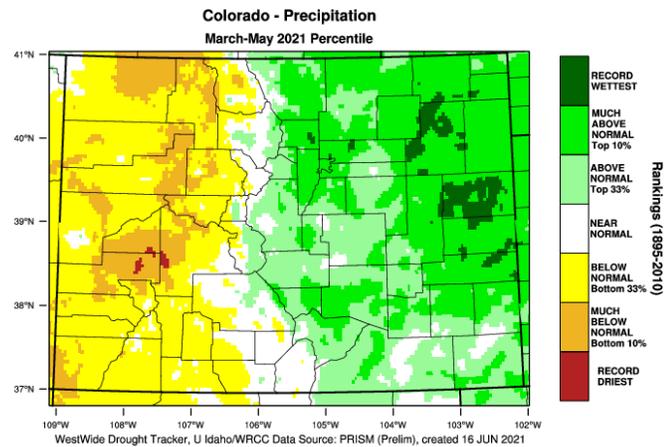
If we consider spring 2021 temperature averages for the state as a whole, March, April, and May rank as moderate averages within the 127 year record. However, distributed data products quickly reveal stark contrasts in conditions east and west of the Continental Divide. Temperatures for the western slope were above normal March to May 2021 (in the top 33 percentile) while eastern Colorado spring temperatures ranked in the middle and bottom 33% of the historical records. Similarly, while May ranked as the 11th wettest for the state on record, and the wettest May since 2015, precipitation was heavily concentrated east of the Divide and San Luis Valley. Some parts of Washington and Kit Carson county recorded their *record wettest* spring ever (March - May). In contrast, areas in Montrose, Delta and Gunnison counties registered their *record driest* spring with large regions in the bottom 10% of records.

This east-west temperature and precipitation contrast mirrors the status of current drought conditions across the state. Throughout spring, the [U.S. Drought Monitor](#) recorded gradual class improvements east of the divide and gradual degradations on the west slope. The June 29th monitor records 54% of the state free from active drought conditions, while 18% remains in exceptional (D4) conditions; 12% in extreme (D3); 6% in severe (D2) drought; 5% in moderate (D1); and 4% in abnormally dry (D0) areas. D4 entered western Colorado Sept. 29, 2020, so June 29th marks 39 consecutive weeks of D4 in western Colorado.

The [Standardized Precipitation Index](#) (SPI) values over varying timescales (30 days to 24 months) reveal varying chapters in the 2020-2021 drought story. The 30- and 90-day maps highlight a wet spring for the east and the 12- and 24-month maps reveal the consistent intensity of drought for the west. The satellite-derived [VegDri Index](#) similarly highlights severe drought stress for vegetation across the west.

The NOAA Climate Prediction Center [three month outlook](#) continues to indicate increased chances of above normal temperatures and below normal precipitation in the upcoming months. These forecasts are consistent with long-term temperature trends, while the monsoon season remains uncertain.

Statewide [reservoir storage](#) registered at 84% of average and 55% of total capacity at the end May. Last year at this time reservoirs sat at 100% of average. Most of the state observed earlier than normal snowmelt and substantially lower streamflow forecasts than would typically be expected with a similar snowpack. The entire Colorado and Gunnison basins, and most of the Yampa in-state bounds show [Surface Water Supply Indices](#) of -3.11 or less.



Next Water Availability Task Force Meeting:
JULY 27, 2021 9:30 AM
Co-Chairs: Megan Holcomb, CWCB & Tracy Kosloff, DWR
Additional info at cwcb.colorado.gov/water-availability-flood-task-forces





BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 07/12/2021

Item: 2021 Capital Projects Update

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 summarized the 2021 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 2021.

III. Staff Recommendation:

Continue work on 2021 projects that are in progress and begin scheduling additional project 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. 2021 Facilities and Engineering Tasks and Planning Summary

2021 UYWCD Facilities and Engineering Tasks and Planning

Update: 7/8/2021

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 2020	Ongoing	Annual expense budget
Stagecoach	Control Systems Operating Sytem Upgrade	District Engineer, Facilities Operators	Initial integration of existing hardware, updates as needed	Work in progress, 75% complete	\$75,000
Stagecoach	Stem Guide Repair	District Engineer, Outside Contractor	30 - year recurrence interval, repairs as necessary.	Special order materials onsite. Waiting on contractor for schedule.	\$35,000
Stagecoach	Turbine Repairs- Replace Wear Rings, W.G.	UYWCD Facilities Operators, Outside Contractor	As needed pending results of annual inspection.	Turbine inspection scheduled for 2021-2022, as conditions/schedules allow.	\$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 2021.	\$35,000
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 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 - Hardware replacement	District Engineer, Facilities Operators	One time	Materials ordered, installation August 2021	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. Survey scheduled for August 2021	\$10,000
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 2021.	\$15,000
Yamcolo	Butterfly Valve Repair	UYWCD Staff, Outside Contractor	One-Time, TBD based on observed conditions	Repairs dependent on conditions, outlet inspection completed October 2020. Plan and Schedule for repairs to be finalized by summer 2021.	\$15,000
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 planned for 2021	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	Phase 2 and 3 Construction Scheduled for August - September 2021.	\$40,000
Stillwater Ditch	Flow Measurement at SW Ditch	District Engineer, Outside Contractor	10 - 30 years	Project complete	\$10,000
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 in 2021.	\$125,000
Stillwater Ditch	General Facilities Operation and Management	District Engineer, UYWCD Facilities Operators	Seasonal	Ongoing	Annual expense budget





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: UYWCD Board of Directors/Staff Field Trip

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The UYWCD staff will be hosting a tour of our facilities at Yamcolo and Stagecoach Reservoirs on Wednesday, September 1st. This will be a great opportunity for staff and board directors to familiarize themselves with UYWCD facilities and operations as well as spend some time together in person.

A draft itinerary is attached for your review. Please note that we do plan for a full day of touring, departing the UYWCD offices at 8:45am and returning around 4:30pm. There will be a shuttle service from the UYWCD offices, but we understand that some of you who live in South Routt or may need to leave early might prefer to drive separately. Lunch will also be provided. Please look for reminder emails with additional details as we move closer to the tour date.

II. Summary and Alternatives: n/a

III. Staff Recommendation: n/a

IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:

Strategic Plan Goal 6

Attachments:

Attachment 1: Draft Itinerary

ITINERARY

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD OF DIRECTORS FACILITIES TOUR WEDNESDAY, SEPTEMBER 1, 2021 (8:30 AM)

- (1) **8:30 AM** Arrive at UYWCD offices for shuttle to Yamcolo Reservoir
- (2) **8:45 AM** Shuttle departs UYWCD offices for Yamcolo Reservoir
- (3) **9:45 AM** Arrive at Yamcolo Reservoir
- (4) **12:00 PM** Depart Yamcolo Reservoir for Stagecoach Reservoir
- (5) **12:40 PM** Arrive at Stagecoach State Park
- (6) **12:45 PM** Lunch
- (7) **1:30 PM** Tour Stagecoach Facilities
- (8) **4:00 PM** Depart Stagecoach
- (9) **4:30 PM** Arrive at UYWCD offices

PUBLIC INFORMATION UPDATES

**GRANT & SCHOLARSHIPS UPDATE:
UYWCD GRANT DISBURSEMENTS**





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: UYWCD Grant Disbursements

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

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

II. Summary and Alternatives:

To date, there is \$160,072.26 remaining of the allocated \$200,000 for the Diversion Infrastructure Improvement Project.

The Community Grant Funding Program has \$24,171.79 remaining for 2021.

Please see the attached reports for disbursement details.

III. Staff Recommendation: n/a

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
TOTAL DISBURSED:			\$ 22,260.10	\$ 17,667.64	
TOTAL REMAINING:			\$ 77,739.90	\$ 82,332.36	

2021 Community Grant Funding

Project	Applicant	Date Approved	Amount Approved
Yampatika Water Education Program	Yampatika	11/20/2019	\$5,000
Stagecoach Reservoir Mixing Zone Study	Morrison Creek Water & Sanitation District	1/20/2021	\$15,828.21
Yampa River/Walton Creek Confluence Restoration Project	Yampa Valley Sustainability Council	5/19/2021	\$5,000
TOTAL APPROVED:			\$25,828.21
TOTAL REMAINING:			\$24,171.79

PUBLIC INFORMATION UPDATES

**GRANT & SCHOLARSHIPS UPDATE:
SCHOLARSHIPS UPDATE**





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: Scholarship Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

UYWCD offers two \$2000 scholarships through the John Fetcher Upper Yampa Water Conservancy District Scholarship Program each year. To qualify, applicants must be enrolled as a full-time student in a water-related major at a public university within the state of Colorado. Preference is given to juniors, seniors, or master's candidates (with at least one year of studies remaining) in a water-related major and to residents or former residents of Northwest Colorado or students working on water research in Northwest Colorado.

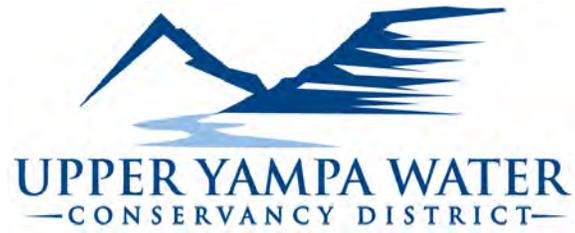
The Executive Committee agreed at the June 16, 2021 meeting that John Fetcher scholarship applications could be reviewed and recipients selected by UYWCD staff for the 2021-2022 school year.

II. Summary and Alternatives:

UYWCD received 10 applications for the John Fetcher Scholarship program for the 2021-2022 school year. Out of 10 applications, one was a former resident of Routt County and one is a current resident of Routt County. Scholarships were awarded to Daniel Cleveland, a graduate student studying ecology at Colorado State University and Kaydee Barker, a senior at Colorado State University studying ecosystems science and sustainability. The applications for the scholarship recipients are attached for your review.

Please take a moment to read about these deserving local students and help me in congratulating them on their 2021-2022 John Fetcher Scholarships.

III. Staff Recommendation: n/a



IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:
Goal 8

Attachments:

Attachment 1: Daniel Cleveland Scholarship Application

Attachment 2: Kaydee Barer Scholarship Application

**2021 – 2022 John Fetcher Upper Yampa Water Conservancy District Scholarship
Application**

Personal Information

Name

Daniel Cleveland

Email

Phone

Country of Citizenship

United States

Are you a Colorado resident?

Yes

Current Address

Permanent address (if different from above)

Parent/Guardian Information

Education

Current Course of Study

College/University

Colorado State University

Major

Graduate Degree Program in Ecology

Minor**Year of Study**

Graduate - first year

Status

Full-time student

GPA

3.90

Anticipated Graduation Date

5/19/2023

Secondary Education**High School**

Houston High School

Location

Germantown, TN

GPA

3.50

Water Interests**Describe your interest in and/or studies related to water.**

In face of a global water crisis, strong conviction about the importance of wisely managing watersheds and water resources, coupled with a passion for land stewardship, compelled me to leave an engineering career and devote my life to regenerative agriculture and agroecology. Over the last five-and-a-half years, I have focused on learning ways that agroecosystems can be managed such that watersheds and ecosystems are restored, establishing resilience for communities and food-systems. My studies have come through hands-on, real-world farming, ranching, and field research, both in modern, western contexts, and majority-world rural village contexts – including among tribal and indigenous communities.

Faculty Sponsor

Name

Paul Evangelista

Academic Department and University

Natural Resource Ecology Laboratory, Colorado State University
Fort Collins, CO

Email

Phone

Scholarship Application

Describe any activities in which you are currently involved that are water-related and/or relevant to your course of study as it pertains to water.

Alongside Dr. Paul Evangelista (my advisor) and a core team from his laboratory group, I have recently started helping manage the Utterback Ranch, a 2,160-acre property located in Routt County just north of the Yampa River. This ranch is being donated to Colorado State University and has an educational role with the University's new Western Ranch Management and Ecosystem Stewardship Program. In years past, the Utterback was heavily overgrazed and managed in a fashion that resulted in the degradation of the creek bed and riparian area of Tow Creek, which flows across the ranch on its way into the Yampa River. Achieving the restoration of the Tow Creek riparian area is one of our team's highest priorities. To that end, I aim to begin conducting research that will help us establish baselines on the current status of the watershed and riparian ecosystem and understand how the riparian area has changed over time. From this information we will then be able to create recommendations for management going forward. Some of the project's specific research goals include utilizing remotely sensed satellite data to observe changes in space and time across the landscape, and building an ecological assessment through plant and animal inventories, soil sampling, and water sampling.

Beyond this Tow Creek restoration project, I also intend for the relationship between land stewardship and water to be a primary focus of my master's thesis project. I am particularly interested in how remote sensing, GIS, and data science, in conjunction with sound ecological field work, can aid the restoration of watersheds – especially in water-stressed agroecosystems.

Describe your future career plans.

Over the last five years, this specific question has been leading me: How can we best manage water and agricultural resources to strengthen agroecosystem resilience? I want to answer this question where answers are needed most. Therefore, regions where livelihoods are threatened by land degradation and water stress have particular importance to me. Within these contexts,

I'm especially interested in learning from and working alongside the marginalized small-scale farmers and Indigenous communities. These resource managers produce the majority of the world's food from a small portion of its agricultural resources, and their agroecological practices conserve water resources, promote biodiversity, and incur markedly fewer greenhouse gas emissions compared to modern industrial agriculture. Their relationship to the land, sometimes going back thousands of years, has tremendous significance to the overall health of the planet and should provide guidance as we search for new strategies to sustain life on Earth. Keeping sight of my goal to work at the intersection of these crucial areas, will continue to chart the course of my journey in the years ahead.

Having obtained invaluable perspective working first-hand in various agricultural systems around the world, I now seek a strong foundation in conducting ecological research science while obtaining skills in remote sensing, GIS, and data science, in order to become a leader in agroecology. It is for these very reasons that I am enrolling in CSU's Graduate Degree Program in Ecology to study under Dr. Paul Evangelista and his team at the Natural Resource Ecology Laboratory. My career aspiration is to work at the leading edge of innovation in ecological science and apply technology to restore ecosystems and watersheds. I am particularly interested in doing this work in water-stressed agroecosystems, whether in the United States or abroad, and in working collaboratively—in participation with—marginalized and Indigenous communities.

List any current scholarships

1. Name

National Needs Fellowship in Data Science for Agroecosystem Sustainability

1a. Funded by

United States Department of Agriculture

1b. Amount

18500

1c. Start Date and End Date

8/23/2021 - 5/19/2023

2. Name

2a. Funded by

2b. Amount

2c. Start Date and End Date

-

If you have more than 2 current scholarships or sources of funding, please list them here using the same format as above.

Daniel Cleveland

Career Objective

To work innovatively at the leading edge of ecological science, applying technology toward ecosystem restoration efforts, particularly in water-stressed regions, and especially in collaboration and participation with marginalized and Indigenous communities

Professional Summary

A seasoned apprentice in regenerative agriculture, having five years of experience with production farming and ranching, permaculture design, Holistic Management, *Life in the Soil*, and international rural development; and a successful lead mechanical design engineer with four years of experience in industry-leading new product development and innovation

Education

BS in Mechanical Engineering, *Summa Cum Laude*, 3.90/4.00

University of Tennessee at Knoxville, 2007-2011

Senior Capstone Project: US Department of Energy Solar Decathlon Competition Team

- ❖ *Selected from among top students to represent the University of Tennessee in the Solar Decathlon, a competition between 19 universities from around the world in designing and building a sustainable and affordable home*
- Worked collaboratively on a multidisciplinary team of engineers and architects to design a house
- Served on the plumbing system design team, helping my school share 1st place in the hot water contest and finish 3rd in the engineering contest

Agroecological Work History

San Juan Ranch, A Recipient of the HMI Outstanding Demonstration Site Award

San Luis Valley, CO

Foreman-In-Training

2020 Season, Jan 17th – Oct 2nd

- ❖ Served as a leading member of a team of 4 humans and 2 herd dogs to take care of 175 calving cows and their calves, 100 stockers/finishers, 10 bulls, and 3 horses across 13 different properties totaling over 14,000 acres
- ❖ Managed land and livestock regeneratively in accordance with organic, GAP, and Audubon certifications
- Kept detailed records of rations, births, deaths, health treatments, processing events, herd moves, etc.
- Prepared forms and presented records during inspection for USDA organic certification
- Cared for calving cow herd through calving season, monitored cows, and pulled and grafted calves
- Performed various animal treatments throughout the season: branded, ear-notched, castrated, vaccinated, and administered medications
- Applied low-stress stockmanship when gathering, sorting, and moving herds on ATV and on foot
- Facilitated grazing planning, calculated and predicted forage availability, and monitored actual pasture utilization and recovery
- Created detailed records of the team's effort to manually remove thousands of invasive plants across BLM grazing allotment in accordance with BLM contracts and organic certification standards
- Set up and took down hundreds of miles of polywire electric fencing throughout season
- Loaded and hauled livestock trailers, and operated three old tractors for various jobs
- Operated, monitored, and trouble-shot center pivot sprinkler system

Stone Barns Center for Food and Agriculture

Pocantico Hills, New York

Apprentice, Livestock Care and Management

2019 season, Feb 25th – Nov 27th

- ❖ Worked daily on a team of seven to care for 100 cattle, 140 sheep, 60 goats, 30 pigs, 700 hens, 500 turkeys and 6 guard dogs across 300 acres, managing herds to improve ecosystem health
- Completed training in low-stress stockmanship with Tina Williams and Richard McConnell

- Learned the ecological monitoring program's protocols; collected soil samples and tested water infiltration rates
- Planned grazing using Holistic Planned Grazing chart, and assessed forage using grazing stick and brix meter
- Cared for lambing and kidding herds, castrated and docked tails on newborns, and treated mastitis in mothers
- Set up and took down electronet and polywire on daily basis for animals moves
- Performed health checks on sheep and goats: trimmed feet, conducted FAMACHA checks, performed body score checks, and administered vaccines and medications
- Mastered all hen-processing stations: kill floor, scalding and plucker, evisceration, and packing
- Completed *Compost*, *Compost Tea*, and *Microscope* online courses with *Dr. Elaine Ingham* – above 90% grades

Lokhit Pashu-Palak Sansthan

Kumbhalgarh Wildlife Sanctuary & Surrounding Regions, Rajasthan, India

Independent Research Investigator – Indigenous Pastoral Ecology

Jan 16th – Feb 18th 2019

- ❖ Initiated investigation into local Indigenous pastoralist and forest tribal knowledge regarding the ecological importance of traditional livestock herding practices in the Kumbhalgarh Wildlife Sanctuary (KWS)
- Held focused discussions via translators with elders of pastoralist communities and forest tribal communities across 16 different villages, and also met with top District Forest Officers
- Discussed socio-ecological context of the KWS at length with leading Indian wildlife biologist and expert on KWS
- Determined strategies for conducting in-depth, long-term ecological research efforts

Round River Resource Management

Brett Gray Ranch, Eastern Colorado

Ranching Apprentice, Quivira Coalition New Agrarian Program

2018 season, Mar 1st – Nov 1st

- ❖ Worked daily with team of 3-4 people to take care of 50,000 acres and 3,000 head of cattle
- Looked after several cow-calf and stocker herds, personally checking 1000+ head of cattle on a daily basis
- Gathered and moved cattle herds of 1000+ head on ATV across several thousand acres multiple times a week
- Used Pasture Map app to record grazing divisions and events
- Applied low-stress livestock handling while moving and working cattle in corrals
- Obtained Beef Quality Assurance certification, and applied techniques while processing thousands of cattle:
 - Branded, dehorned, lanced and cleaned abscesses, mixed and administered modified-live and kill vaccines, administered intranasal multi-vitamins, gave ear implants, applied dewormer, tagged ears, used RFID scanner and computer, examined foot rot and various injuries, and observed bull fertility testing, the palpation of cows, and estrus synchronization.
- Fixed full gamut of issues across *many* miles of barbed wire and high-tensile electric fence lines:
- Diagnosed and repaired issues in water supply: fixed valves issues, installed new supply lines, and ran generators
- Operated a large tractor and a large skid steer, and hauled and backed several different kinds of trailers
- Completed courses with Holistic Management International: *Intro to Holistic Management, Holistic Land Planning and Biological Monitoring, Holistic Financial Planning, and Holistic Marketing and Business Planning*
- Completed *Life in the Soil* online course with *Dr. Elaine Ingham*, Graduating with Distinction, Avg. Score: 97.53%

Wellspring Permaculture Project

Kotharia Village, West Bengal, India

Volunteer, Lead Surveyor and Holistic Planning Facilitator

Sept-Oct 2017

- Taught the strategies and processes for accurate and efficient mapping and surveying
- Led effort to create contour map and install boundary stones according to legal maps for 2.5-acre property
- Secured the approval of our work by government surveyor
- Facilitated the creation of a holistic context for the project according to Holistic Management principles

Gramin Vikas Vigyan Samiti (GRAVIS)

Jophur, Jaisalmer, and Surrounding Villages, Rajasthan, India

Volunteer

Mar-May 2017

- ❖ Wrote English documentation for Indian NGO, and learned about water stress and culture in the Thar desert

Aranya Agricultural Alternatives & Living Ecology

Intern, Applied Permaculture Design and International Rural Development

Bidakanna Village, Telangana, India

Jan-Mar & May-Aug 2017

- ❖ Led agricultural development project for disadvantaged widow in rural Indian farming village
- Worked alongside widow and her family to regenerate fallow land for producing food for her family
- Navigated language and cultural barriers while working with translators
- Conducted social and environmental assessment in the village, surveying and interviewing many villagers
- Gained intimate insight into the importance of taking a participatory approach in development efforts
- Obtained extensive experience in surveying and mapping, and managed excavation of designed earthworks
- Followed Keyline Design principles to create an agroecological design that honors traditional practices and is anchored in a diversity of resilient local species:
 - Designed live fence, wind break, biomass producers, nitrogen fixers, rainfed orchard, and annual cropping of traditional rainfed pulses, millets, and oilseeds
- Implemented design: planted hundreds of trees, built water harvesting system, directed tractors, etc.

Aloha House and Aloha Ranch

Intern, Natural Farming Systems

Puerto Princessa, Palawan, Philippines

July-Nov 2016

- ❖ Received intensive and diverse training in natural, sustainable agriculture in the tropical development context
- Made several types of compost and natural soil amendments, and managed vermicompost beds
- Prepared vegetable beds with mineral mix, compost, biochar, and mulch, and tended the market garden
- Practiced fundamentals of crop rotation, legume usage, companion planting, insect habitat, cover cropping, green fertilizers, minimal tillage, mulching, animal integration, and composting

Ridgedale Permaculture

Intern, Professional Permaculture Accelerator Training

Västra Ämtervik, Varmlands, Sweden

May-July 2016

- ❖ Completed extensive 10-week internship and PRI-accredited permaculture design course on commercial farm
- Organized and managed team of 14 interns as lead project engineer in pond design and construction
- Received intensive classroom instruction in Keyline Design, Holistic Management and Planned Grazing, project design approach, pond construction for water harvesting and storage, and agroforestry
- Monitored pasture health, tended the market garden, cared for several livestock groups, slaughtered and eviscerated broilers, and slaughtered and butchered a ram and a pig

World Hunger Relief

Live-in Volunteer

WHRI Farm, Waco, Texas

Mar-Apr 2016

- ❖ Lived, worked, and learned in an agricultural community on a diverse 40-acre livestock and vegetable farm
- Cared for the market garden and milked goats; looked after hens, broilers, cattle, rabbits, goats, pigs, and bees
- Worked the farmer's market: set up the market stand, interacted with customers, and sold produce

Design Engineering Background

Schlumberger

Lead Mechanical Design Engineer, New Product Development

Rosharon, Texas

Jan 2012 – Jan 2016

- ❖ **Served 4 years as lead engineer on a high-value, integrated project in the Reservoir Completions group, collaborating daily with a diverse team of other engineers and designers from around the world**
- ❖ Invented, designed, developed, tested, qualified, and successfully commercialized a new down-hole completions system for top-tier, subsea oil and gas wells
- ❖ Represented the project in critical client meetings, helping my company earn tender worth over USD 300 million
- ❖ *Achieved ultimate success when invented system was deployed in the field, resulting in the client saving more than USD 100 million and gaining an estimated 1,000,000 BOE of incremental production*

- Innovated creative solutions to challenging problems:
 - Initiated and conducted research, and sought counsel and advice from experts
 - Created new design concepts while following systematic approach for inventive problem solving
- Managed Schedules:
 - Planned project workflow in order to achieve aggressive, multi-million-dollar deadlines
 - Scheduled my technical training program for engineering skill development
- Designed a new system while considering many perspectives concurrently, including the following:
 - well architecture, operation mission profile, system integration, and functionality
 - assembly, disassembly, manufacturing, supply chain, reliability, maintainability, and handling
 - qualification testing, safety, intellectual property, competition, and future development plans
- Developed the system:
 - Performed load path analysis, and failure modes and effect analysis
 - Supervised dynamic finite element analysis
 - Conducted tolerance studies
 - Presented technical information at several design reviews
- Tested and qualified the system's components according to rigorous standards and objectives:
 - Created the qualification test plan and the validation and verification strategy
 - Designed extreme pressure and temperature test equipment
 - Wrote test plans and procedures
 - Wrote hazard analysis and risk control procedures
 - Supervised tests, analyzed results, and wrote technical reports
- Prepared Engineering Documentation:
 - Created calculation packages and reference documents
 - Approved manufacturing drawings and assembly records
- Supported Implementation:
 - Wrote operation manuals, assembly and disassembly procedures, and maintenance manuals
 - Trained engineers and technicians how to assemble, disassemble, operate, and maintain the system

Engineering Awards

❖ Primary Inventor

Internationally Published and Granted Patent Application

WO/2015/021212: "System and Method for Actuating Downhole Packers"

Cleveland, D., & Rodriguez, O.V. (2015). *System and Method for Actuating Downhole Packers*

(WO/2015/021212). World Intellectual Property Organization.

❖ Top of My Class

In my first year with Schlumberger, I was selected as the top performer in my two-week "Intro to REMS" two-week training course. This course brings together new employees of a diversity of backgrounds and higher education levels from across the globe to teach them about Schlumberger and the Oil and Gas Industry.

"Daniel was selected as the top performer in the March 'Intro to REMS' training class, maintaining the highest daily and final average scores among all the participants. He consistently displayed superior attitude, performance, motivation and commitment to learning the topics presented during course, finishing at the top of his class."

**2021 – 2022 John Fetcher Upper Yampa Water Conservancy District Scholarship
Application**

Personal Information

Name

Kaydee Barker

Email

Phone

Country of Citizenship

United States

Are you a Colorado resident?

Yes

Current Address

Permanent address (if different from above)

Parent/Guardian Information

Education

Current Course of Study

College/University

Colorado State University

Major

Ecosystems Science and Sustainability

Minor

Soil Science

Year of Study

Senior

Status

Full-time student

GPA

3.89

Anticipated Graduation Date

5/15/2022

Secondary Education**High School**

Soroco High School

Location

Oak Creek, CO

GPA

3.24

Water Interests**Describe your interest in and/or studies related to water.**

I'm a non-traditional student currently pursuing a Bachelor of Science in Ecosystems Science and Sustainability and a minor in Soil Science. As a traveler and outdoorswoman, the effects of the Anthropocene on water systems left an impression on me, from seeing towns dried up from lack of water to rivers polluted with sewage and metals to the increasing incidence of algae in mountain lakes. These and other effects of climate change drove me to go back to school to put my mind and time toward helping to further understanding of ecosystem processes and protect our natural resources.

Faculty Sponsor

Name

Jill Baron

Academic Department and University

Natural Resource Ecology Laboratory, Colorado State University
Fort Collins, CO

Email

Phone

Scholarship Application

Describe any activities in which you are currently involved that are water-related and/or relevant to your course of study as it pertains to water.

I currently work in the Loch Vale Watershed lab at Colorado State University (CSU) under Dr. Jill Baron. I assist in collecting lake samples and measuring silica and chlorophyll. These help to determine the rate of silt deposition and the incidence of algae in mountain lakes in Rocky Mountain National Park.

I also work in the Cotrufo Soil Ecology Lab and Paustian Soil Lab at CSU, where I am working on multiple research projects to study nutrient cycling and plant-microbial-soil interactions that provide ecosystems services, including carbon sequestration, the production of food, and filtering water entering the watershed.

Outside of work and studies, I am involved with multiple clubs at CSU that revolve around learning about and protecting natural resources like water. These include the Society of Women Environmental Professionals (SWEP), of which I am Vice President, the Watershed Club, the Society for Ecological Restoration, and Strategies for Ecology Education, Diversity and Sustainability (SEEDS) Club. I frequently volunteer for environmental projects with organizations like the CSU Environmental Learning Center and Wildlands Restoration Volunteers, which make watershed restoration and education a priority. To maximize my efforts, I also work on scientific communication projects to increase public awareness and help get the public involved. As a Western Slope native, I was particularly excited to conduct background research on the history, laws, and ecology of water and water use in western Colorado for the Your Water Table film series, which was released on World Water Day, March 22, 2021.

Finally, I love to play on and in water in my spare time, kayaking, sailing, paddleboarding, swimming, fishing, and freediving.

Describe your future career plans.

I intend to pursue a PhD in Ecology, through which I hope to contribute to research that can provide a basis for making decisions about management of our natural resources in order to mitigate climate change, ensure food security, and enable us to conquer challenges like water scarcity. After gaining experience and expertise, I plan to work for a non-profit or government agency such as the United States Geological Survey (USGS) or local (county or city) department of natural resources to continue to conduct research and consult with policymakers and community members about natural resource management. I hope that, through systems-thinking and creative problem-solving, I can help come up with solutions to the formidable challenges ahead.

List any current scholarships

1. Name

Barry Goldwater Scholarship

1a. Funded by

The Barry Goldwater Scholarship and Excellence in Education Foundation

1b. Amount

7500

1c. Start Date and End Date

8/1/2021 - 5/15/2022

2. Name

The Philip A. Connolly Memorial Scholarship

2a. Funded by

Colorado State University Alumni Association

2b. Amount

2335

2c. Start Date and End Date

8/23/2021 - 5/15/2022

If you have more than 2 current scholarships or sources of funding, please list them here using the same format as above.

I have also received funding for the 2021-22 school year based solely on financial need: Federal Pell Grant

Funded by the U.S. Department of Education

Amount: \$6495

Start Date: 8/23/2021

End Date: 5/15/2022

Colorado Student Grant

Funded by the state of Colorado

Amount: \$5000

Start Date: 8/23/2021

End Date: 5/15/2022

CSU Tuition Assistance Grant

Funded by Colorado State University

Amount: \$2505

Start Date: 8/23/2021

End Date: 5/15/2022

All aid sources received amount to \$23,835, leaving a little over \$6,000 to be covered for the academic school year.

Kaydee Barker

Education

Colorado State University Expected May, 2022
B.S. Ecosystems Science and Sustainability Fort Collins, CO
Minor in Soil Science 3.89 GPA

Colorado Mountain College May, 2014
A.A. Business Steamboat Springs, CO

Focus and Interests:

Climate Change Mitigation *Ecosystem Processes* *Nutrient Cycling* *Environmental Justice*

Employment

Colorado State University: Paustian Lab. Undergraduate Researcher.

Soil sample collection and analysis of microbial communities and soil carbon in regenerative and conventional agriculture.
(Fort Collins, CO, May 2021 – Present)

Colorado State University: Soil & Crop. Undergraduate Researcher.

Developing and carrying out a specialty crop and soil amendment experiment to discern effects on plant and soil health.
(Fort Collins, CO, May 2021 – Present)

Colorado State University: NREL/ USGS Western Mountain Initiative (WMI). Research Assistant/Lab Technician.

Assisting with lake sample collection and management, SiO₂ and Chlorophyll A analysis, putting together trail counters.
(Fort Collins, CO, Mar. 2020 – Present)

Colorado State University: Cotrufo Lab. NSF REU Undergraduate Researcher.

Developing and carrying out soil ecology research projects, analyzing samples, statistical analysis, securing funding.
(Fort Collins, CO, Sept. 2019 – Present)

Wave3 Studio. Co-Owner.

Writing and editing content, building websites, managing data, and offering technical and administrative support.
(Fort Collins, CO, Jan. 2014 – Present)

Colorado State University: Warner College. Teacher Assistant for Internship & Career Prep Course.

Grading assignments, offering support and feedback to students. Connecting students with opportunities.
(Fort Collins, CO, Jan. 2021 – Mar. 2021)

Colorado State University: USDA NIFA REEU Fellow.

Professional development, developing a research project, building a database, analyzing samples, statistical analysis.
(Fort Collins, CO, May 2020 – Aug. 2020)

Colorado State University: HDNR: Internship Program. Student Support.

Grading, creating visualizations of intern experiences and data, translating internship agreement into Spanish.
(Fort Collins, CO, Aug. 2019 – May 2020)

Colorado State University: College of Agricultural Sciences. Student Ambassador.

Accompanying visiting experts from Serbia to view water management facilities and practices in Larimer County, CO.
(Fort Collins, CO, Aug. 2019)

Casey's Pond Senior Living. Care Provider (CNA, QMAP) and Activities Coordinator.

Helping elders with activities of daily living, medications, restorative programs, and meaningful social activities.
(Steamboat Springs, CO, Oct. 2013 – Mar. 2015)

Yampa Valley Medical Center. Care Provider (CNA).

Helping elders with activities of daily living and restorative programs, participating in care plans for residents.
(Steamboat Springs, CO, Apr. 2012 – Oct. 2013)

Euza Bible Church. Children's Program Director.

Creating and teaching lessons and programs, managing inventory and resources, recruiting and managing volunteers.
(Steamboat Springs, CO, Aug. 2011 – Oct. 2012)

Self/Contractor, The Mac Ranch. Media Specialist and Apple Product Professional.

Teaching computer and Apple product classes, one-on-one tutoring, data input and management, video editing, marketing.
(Steamboat Springs, CO, Aug. 2009 – Apr. 2012)

Research Projects

Evaluation of a novel soil amendment to enhance pepper production through improved soil health. Student Researcher.

Planting, field management, experiment development, sample collection, statistical data analysis.
(Fort Collins, CO, May 2021 – Present)

Linking soil health, plant health, and coffee cup quality on smallholder farms in Guatemala. Researcher.

Leaf, fruit, and soil sample collection and preparation, protocol writing, database building, statistical data analysis.
(Yepocapa, Chimaltenango, Guatemala, Dec. 2020 – Present)

C3 and C4 photosynthetic pathways predict soil organic carbon. REU Student Researcher/Co-Lead.

Literature review, database design, collaboration with a global network of scientists, sample analysis, and statistical data analysis on the effect of photosynthetic pathways on the stoichiometry of soil organic matter fractions.
(Fort Collins, CO, Sept. 2020 – Present)

Changes at the root: How do mycorrhizal fungi modify root traits key to stable soil organic matter formation? REU Student Researcher/Co-Lead.

Literature review, design and implementation of an experiment on the impact of different mycorrhizal symbionts on root traits and soil organic matter formation.
(Fort Collins, CO, Sept. 2019 – Present)

Review of carbon inputs to soil across cropland, grassland, and forest ecosystems. Student Researcher.

Literature review, tabulation of above and belowground carbon input data for use in a chapter written by Dr. M. Francesca Cotrufo and Dr. Jocelyn M. Lavallee about soil organic matter formation in the new edition of *Advances in Agronomy*.
(Fort Collins, CO, Mar. 2021 – May 2021)

Design and Collaborative Implementation of Pollinator Habitat on the Colorado Front Range. Communication Lead.

Literature review, habitat design, volunteer coordination, leading a team, communication with community stakeholders, development of community education resources.
(Fort Collins, CO, Jan. 2021 – Apr. 2021)

Plant quality controls on soil carbon in mineral-associated and particulate organic matter fractions across grassland ecosystems. REEU Student Researcher.

Design of a project complementary to research on the effects of nutrient additions to grassland soil fertility under changing conditions, database building, soil fractionation, statistical data analysis.
(Fort Collins, CO, May – Aug. 2020)

An ethnoecological approach to studying soil fertility, plant nutrition, and farm profitability within small plot coffee farming systems of San Pedro Yepocapa, Guatemala. Research Assistant.

Human subjects research (IRB) training, translation and data management of survey and focus group results.
(Yepocapa, Chimaltenango, Guatemala, Feb. 2019 – Dec. 2019)

Funding Procurement

Barker, K. (2020). Changes at the root: How do mycorrhizal fungi modify root traits key to stable soil organic matter formation? *Submitted to the Francis Clark Soil Biology Scholarship at Colorado State University. Funded: \$1253.*

Project Reports

Avera, B., **Barker, K.**, Cotrufo, M. F. (May, 2020). NSFDEB-NERC: Mycorrhizal drivers of soil organic matter formation and decomposition, Award 1743237, Annual Project Report.

Conference Presentations

Barker, K., Rocci, K., NutNet Scientists, Cotrufo, M. F. (2021), Plant characteristic controls on carbon in soil organic matter fractions across grassland ecosystems. Abstract presented at CSU CURC Conference, 22-26 Apr.

***Barker, K.,** Howlett, L., Jacobs, J., Reynolds, W., Uri, A. (2021) Design and Collaborative Implementation of a Pollinator Habitat on a Colorado Front Range Farm. Poster presented at CSU CURC Conference, 22-26 Apr.

***Barker, K.,** Howlett, L., Jacobs, J., Reynolds, W., Uri, A. (2021) Design and Collaborative Implementation of a Pollinator Habitat on a Colorado Front Range Farm. Abstract presented at YEAH Conference, 21 Apr.

Barker, K., Rocci, K., NutNet Scientists, Cotrufo, M. F. (2020), Plant quality controls on carbon in soil organic matter fractions across grassland ecosystems. Abstract B104-07 presented at 2020 Fall Meeting, AGU, 1-17 Dec.

*Co-presented with other authors of equal contribution.

Non-Conference Presentations

Barker, K., Rocci, K., NutNet Scientists, Cotrufo, M. F. (2021), Plant characteristic controls on soil carbon. Invited speaker at Soup & Science Seminar, Colorado State University Natural Resource Ecology Laboratory, 26 Mar.

Barker, K., Rocci, K., NutNet Scientists, Cotrufo, M. F. (2020), Plant quality controls on soil carbon across grassland ecosystems. Poster presented at USDA NIFA REEU Fellowship Conclusion, 29 Jul.

Professional Recognition

Fellowships

Youth Environmental Alliance in Higher Education (YEAH) Fellow (2021)

USDA NIFA REEU Fellowship (Summer 2020)

National Scholarships & Awards

Barry Goldwater National Scholarship (2021)

University Scholarships & Awards

Warner College of Natural Resources Undergraduate Research Award (2021)

The Philip A. Connolly Memorial Scholarship (2021)

2nd Place Service-Learning Poster at Celebrate Undergraduate Research and Creativity Conference (2021)

Francis Clark Soil Biology Scholarship (2020)

Jim and Nadine Henry Student Alumni Connection Scholarship (2020)

Osher Re-Entry Award (2020)

Honors

Honors Scholar in Ecosystems Science and Sustainability (2020 – Present)

Xi Figma Pi Natural Resources Honors Society (2020 – Present)

Tau Sigma Transfer Student Honors Society (2020 – Present)

Sigma Alpha Lambda Honors Society (2020 – Present)

Warner College of Natural Resources Dean's List

Professional Development Activities, Seminars, and Conferences

Soup & Science Seminar Series by Natural Resource Ecology Laboratory (NREL) at Colorado State University (CSU)
Fort Collins, CO/Virtual, ongoing

ESS Seminar Series by the Department of Ecosystems Science and Sustainability at Colorado State University (CSU)
Fort Collins, CO/Virtual, ongoing

MicroSeminar Series
Virtual, ongoing

International Forum on Advanced Environmental Sciences and Technology (iFAST) Seminar Series
Virtual, ongoing

Society for Ecological Restoration (SER) Webinar Series

Virtual, ongoing
American Geophysical Union (AGU) Fall Meeting
Virtual, December 7-17, 2020
USDA NIFA REEU Fellowship Professional Development Activities
Virtual, June 8-July 29, 2020

Professional Certifications and Trainings

Viewshed Analysis, Regression Analysis in ESRI ArcGIS Pro (2020, 2021)
Green Infrastructure Planning in ESRI ArcGIS Online (2020)
Collaborative Institutional Training Initiative (CITI) Program Human Research Certification (2019)
Professional Association of Diving Instructors (PADI) Advanced Open Water Diver (2018)
Pilates Mat I Instructor Certification (2016 – 2020, renewed every 2 years)
Wilderness First Responder (WFR) Certification (2014)
Qualified Medication Administration Person (QMAP) Certification (2013)
Certified Eden Associate (2013)
Wilderness First Aid (WFA) Certification (2011)
CPR for Healthcare Providers Certification (2011 – 2015, renewed every 2 years)
Certified Nurse Assistant (CNA) (2011 – 2021, renewed every 2 years)
Applied Suicide Intervention Skills Training (ASIST) (2009)

University Service/ Leadership

Colorado State University Student Organizations

Society of Women Environmental Professionals (SWEP) – Vice President (2021-22), Presentation Coordinator (2020-21)
Strategies for Ecology Education, Diversity and Sustainability (SEEDS) – Vice President (2021-22)
Watershed Club
Society for Ecological Restoration (SER)
The Wildlife Society
Minorities in Agriculture, Natural Resources and Related Sciences (MANRRS)
Zero Waste Team

CSU Volunteer Projects

Environmental Learning Center (ELC) – Garden and trail work (2019-Present)
Shepherdson Elementary School – Engaging students and parents to learn more about wildlife (2019, 2021)
Colorado Wolf Debate – Directing a student-led scientific communication project (2019-2020)
Front Range Student Ecology Symposium – Directing visitors (2020)
SER/Boulder County Parks and Open Space – Collecting native plant seeds (2019)

Community Volunteer Service

Wildlands Restoration Volunteers – Volunteer Crew Leader for Ecological Restoration (Mar. 2021 – Present)
Del Fuego Project – Volunteer Researcher (San Pedro Yepocapa, Guatemala/Remote, Dec. 2020 – Present)
Your Water Table Film – Volunteer Research Assistant (Mar. 2020 – Dec. 2020)
500 Women Scientists and SACNAS – Volunteer Wikipedia Editor (Remote, Jul. 2020 – Present)
United Way of Larimer County – Community Volunteer (Fort Collins, CO, Oct. 2019 – Present)
Pravasana, Inc. – Co-Founder, Vice President (Clark, CO/Global, Jan. 2015 – Present)
Friends of the Yampa – Yampa River Cleanup Volunteer (Steamboat Springs, CO, Aug. 2018)
El Colegio Berea – Volunteer Physical Education and English Teacher (Yepocapa, Guatemala, Jan. – Mar. 2017)
Reaching Everyone Preventing Suicide – Community Volunteer (Steamboat Springs, CO, Jan. 2009 – Oct. 2014)
Steamboat Mental Health/Mind Springs Health – Student Volunteer (Steamboat Springs, CO, May 2008 – May 2009)

Professional Memberships

Ecological Society of America (ESA)
American Geophysical Union (AGU)
Society for Ecological Restoration (SER)

PUBLIC INFORMATION UPDATES

**GRANT & SCHOLARSHIPS UPDATE:
GRANT PROGRAM FRAMEWORK EXAMPLES**





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: Grant Program Framework Examples

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The UYWCD Board of Directors has indicated that they would like to move in the direction of formalizing the community grant funding program. To date, community members or organizations seeking funding have presented at regular UYWCD board meetings without a formalized structure or application review process. Some directors have expressed interest in setting up specific grant cycles while others have expressed interest in creating a more fluid application process. To provide you with some grant program structures to consider, I have attached two examples, one from the Yampa River Fund and one from the Colorado River District Community Funding Partnership Program.

As we move forward with formalizing our community grant funding program, you may want to reference these or other existing grant programs to flesh out a specific framework, including criteria and guidelines that align with the UYWCD strategic plan.

If you have any feedback or would like to share other grant programs for consideration in this process, please feel free to contact me directly at any time.

II. Summary and Alternatives:

I encourage you to explore the attached grant program examples, but have provided a summary of the grant program structure examples attached below:

Yampa River Fund Grants:

Application Acceptance: The Yampa River Fund (YRF) initially accepted grant applications in two grant cycles. Applications were accepted in spring and fall. In 2021, YRF was able to issue all of its' grant funding in the first cycle, eliminating the fall grant cycle.



Grant Eligibility: The YRF accepts applications from public entities, including government and districts, private incorporated organizations, and non-governmental organizations. Applicants must outline their projects to fall within one of three grant funding pools:

1. Pool A: Flow Enhancement Reservoir Releases
2. Pool B: Identified Restoration Actions
3. Pool C: Infrastructure Improvements

Application Review/Approval: YRF uses a scoring matrix found on page 5 of the attached YRF Grant Criteria and Guidelines to prioritize the applications received. Applications are reviewed by the YRF Technical Advisory Committee and scored using the matrix mentioned above. The Technical Advisory Committee makes funding recommendations to the YRF Steering Committee, who interview applicants and make final funding decisions.

Community Funding Partnership:

Application Acceptance: The Colorado River District (CRD) set up their Community Funding Partnership to accept applications on a continuous, rolling basis. Applicants are encouraged to contact District staff for pre-application consultation at any time.

Grant Eligibility: CRD accepts applications from individuals, local governments, corporations, private entities such as mutual ditch companies, non-profit corporations, and partnerships located within the CRD's 15 county boundary. Projects considered for funding must fall within the following 5 categories:

1. Productive agriculture projects
2. Infrastructure projects
3. Healthy rivers projects
4. Watershed health and water quality projects
5. Conservation and efficiency projects

Application Review/Approval: CRD staff internally reviews all applications and makes funding recommendations to the general manager or to the board of directors based on the amount of funding requested. CRD delegated authority to the general manager to approve funding requests under \$50,000 based on staff recommendation. The general manager approvals should not exceed \$400,000 in any given year. Projects requesting funding greater than \$50,000 must be recommended by staff and then approved by the board of directors at regular board meetings.

III. Staff Recommendation: n/a

IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:

Goal 4

Attachments:

Attachment 1: Yampa River Fund Grant Guidelines and Information

Attachment 2: Colorado River District Community Funding Partnership Framework



Grant Guidelines and Information

1. Background

The Yampa River Fund (YRF) is a community-based collaborative dedicated to identifying and funding activities that protect the water supply, wildlife habitat, and recreational opportunities provided by the Yampa River.

The YRF will invest in conservation and restoration activities that positively impact Yampa River flows and support natural-resource based livelihoods, including agriculture and recreation, throughout the basin. It will ensure that a healthy, flowing Yampa River remains the thriving center of our communities for generations to come.

The goal of the Yampa River Fund is to establish a sustainable, voluntary funding source for the Yampa River in order to:

- Enhance water security for communities, agriculture, the economy, and the natural environment in the Yampa Valley;
- Support a healthy, flowing river and enhance critical low flows through water leases from reservoirs, and;
- Maintain or improve river function through a holistic approach to restoration of riparian and/or in-channel habitat.

The Yampa River Fund “Collaboration and Administration Agreement” (CAA) identifies the origin of the criteria used to establish the Fund. The CAA states:

The Yampa White Green Roundtable adopted the Basin Implementation Plan (the “BIP”) in April 2015 with the purpose of ensuring that existing consumptive, environmental and recreational uses are met. The BIP sets forth the following goals (the “BIP Goals”) for the protection of the Yampa, White and Green River basins in the state of Colorado:

- ***protect the Yampa River Basin from compact curtailment of existing decreed water uses and some increment of future uses;***
- ***improve agricultural water supplies to increase irrigated land and reduce shortages;***
- ***identify and address municipal and industrial water shortages;***
- ***quantify and protect non-consumptive (environmental & recreation) water uses;***
- ***maintain and consider the existing natural range of water quality that is necessary for current and anticipated water uses;***
- ***restore, maintain and modernize water storage and distribution infrastructure; and***
- ***develop an integrated system of water use, storage, administration and delivery to reduce water shortages and meet environmental and recreational needs.***

YRF PURPOSES AND POWERS

1.1 General Purpose. The general purpose of the YRF is to advance the goals of the BIP, the Yampa Integrated Water Management Plan, the Yampa River Health Assessment and Streamflow Management Plan (Steamboat Springs Stream Management Plan) and the Endangered Fishes Plan by establishing a sustainable fund to be used for grants that will be issued to support projects and programs that will enhance water security for communities, agriculture, the economy and the natural environment in the Yampa Valley, in compliance with applicable laws.

*1.2 Primary Purposes. The primary purpose of the YRF is to enhance water security for communities, agriculture, industry, the economy and the natural environment in **the Yampa River Basin (the “Intent”) by providing funding and supporting the efforts of other organizations and individuals to implement the following:***

(i) voluntary, market-based water leases and releases from reservoirs that will enhance river flows;

(ii) restoration actions (on private and public land) that will improve riparian, in-channel, streambank and aquatic habitat;

(iii) improvements or enhancements to water storage, distribution, management and infrastructure in the Yampa River Basin that will generate combined agricultural, industrial, environmental and recreational benefits.

*and (iv) undertake fundraising activities with the objective of building, managing **and administering a substantial fund (the “Fund”), the principal and earnings of which shall be dedicated to and expended by the YRF pursuant to this Agreement to support such efforts.***

2. Yampa River Fund Eligibility

In the Yampa River Fund’s spirit of collaboration and desire for community benefit, landowners and groups that do not meet the eligibility criteria are encouraged to partner with qualified organizations on potential YRF projects. If you have questions about your eligibility or want to learn more about possible partnerships, contact the YRF Manager. (The following categories are derived from the Yampa White Green Basin Roundtable eligibility criteria.)

A. Entities Eligible to Apply for YRF funds

- 1) Public (Government): municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are eligible, but the agency needs to demonstrate why a local non-federal partner should not be the grant recipient. Federal agencies are encouraged to with local entities.
- 2) Public (Districts): authorities, Title 32 special districts, conservancy, conservation, and irrigation districts, and water activity enterprises.
- 3) Private Incorporated: mutual ditch companies, homeowners associations, and non-profit corporations.
- 4) Non-governmental organizations: typically, non-profit but they may also include for-profit corporations. ¹

¹ Note that non-governmental organizations are almost always organized as non-profit entities in the United States. The category of “for-profit, non-governmental organizations” is meant for organizations with a public purpose and is likely to apply only in rare circumstances. Check with the YRF Manager for more clarification.

B. Eligible YRF Project Types

- 1) Proposed projects must satisfy these YRF Priorities:
 - Support science-based projects classified in one of the project pools listed below.
 - Provide project budget, timeline, evaluation and monitoring plan, and letter(s) of support from affected project area landowners and/or water users.
- 2) Project Funding Pools (Determine which Pool best represents the Project)
 - Pool A - Flow Enhancement Reservoir Releases: Voluntary, market-based water leases and releases from reservoirs that will enhance river flows based on best available science. Examples include:
 - a. Any voluntary water lease from a reservoir (consistent with Colorado water law and in compliance with interstate compacts and the Federal Endangered Species Act) that increases flow during a period when river flows would not otherwise attain flow goals identified in the Yampa River Fund's **Conservation Objectives** (see Appendix ___).
 - b. Priority is placed on leases that will benefit stream reaches with known valuable aquatic resources and/or riparian resources, recreational activities or that have known water quality standard exceedances.
 - Pool B - Identified Restoration Actions: Restoration actions (on private and public land) that will improve riparian, in-channel, streambank, and aquatic habitat, including those that address critical water quality issues. **Project proponent's approach to long term sustainability must be described in the evaluation and monitoring plan approach in section 2B5.** Examples include:
 - a. Restoration activity identified as a priority in the Steamboat Stream Management Plan or the current basin-wide Integrated Water Management **Plan ("IWMP")**.
 - b. Projects that restore stream function, provide aquatic habitat to benefit aquatic and/or terrestrial species, re-vegetate riparian areas with native species, reduce erosion, improve channel/floodplain connectivity, and other restoration projects that address ecological needs identified in the Yampa River Fund Conservation Objectives.
 - Pool C - Infrastructure Improvements: Infrastructure improvements that will generate combined consumptive use and environmental/recreational benefits. **Project proponent's approach to long term sustainability must be described in the evaluation and monitoring plan.** Examples include:
 - a. Infrastructure projects that improve fish passage and recreational opportunities.
 - b. Infrastructure projects that eliminate the need for annual construction of gravel push-up diversion dams (and thereby allow fish passage and improve aquatic habitat).
 - c. Water efficiency improvement projects that result in measurably less water diverted from the river.

C. Description of Ranking Criteria (See the **"Yampa River Fund -Proposal Evaluation Matrix"** below for scoring explanation.)

- 1) Yampa Fund Project Priorities
 - Aligns with Yampa River Fund Goals.

- Contributes matching funds or in-kind services.
- Incorporates educational elements or public participation in execution.
- Integrates with or complements existing or planned projects, programs, and planning efforts.
- Includes monitoring plan to demonstrate progress toward YRF goals identified in the YRF Conservation Objectives. Proposals should include narrative describing approach to stewardship and outreach/education.

2a. Pool A - Flow Enhancement Reservoir Releases: Water releases during low flows that will benefit a critical river reach as defined by YRF Conservation Objectives, to address aquatic habitat need, recreational activities, or ameliorate water quality standard exceedances.

- Pool A projects that address ecological flow targets score higher than those that address recreational flow targets. Projects that address both score highest. (see explanation of ranking and multiplier approach below)
- Pool A projects that restore flow during dry years will score higher.
- Pool A projects that provide water for multiple beneficial uses will score higher.

2b. Pool B - Identified Restoration Actions: Restoration actions (on private and public land) that will improve riparian, in-channel, streambank, and aquatic habitat, including those that address known water quality issues.

- Pool B projects that will benefit habitat for species listed as endangered, threatened, or State species of concern, and/or remove or mitigate invasive species will score higher.

2c. Pool C - Infrastructure Improvements: Efficiency or infrastructure projects that will provide benefits for the environment and recreation as well as other uses.

- Pool C projects that address ecological needs identified in the YRF Conservation Objectives will score higher.

To evaluate proposals, the YRF may score proposals based on the criteria presented in the attached scoring matrix and as described above. The total project score includes the score for Yampa River Fund Project Priorities (item 1) plus the score for an individual project pool (item 2a, 2b, or 2c, depending on project type). The maximum score for Pool A projects is 100, and for Pool B or C projects, the maximum score is 90. All projects are ranked out of 100 **points to account for the Yampa River Fund's** priority to fund flow enhancement projects in drier years.

Note that multi-year or multi-phase projects are allowed not to exceed three years. The applicant is asked to explain the Project timeline in the Project description and the Budget worksheet.

Yampa River Fund - Proposal Evaluation Matrix		Criteria Score	Multiplier	Score	Max Score
		(0 - N/A, 1 - low, 5 - high)	(1-5)	Criteria Score x Multiplier	
1	Yampa Fund Project Priorities				
	Alignment with YRF Goals		3		
	Provides matching funds or in-kind services		2		
	Includes educational component		1		
	Integrates with existing or planned projects and/or planning efforts		2		
	Monitoring approach		2		
			Subtotal		50
2a - Pool A	Flow Enhancement Reservoir Releases				
	Benefits a river reach with known valuable aquatic or riparian resources, recreational activities, or known water quality exceedances		4		
	Provides meaningful flow improvement toward ecological flow goals identified in the YRF Conservation Objectives		3		
	Hydrological Year Type (Dry = 3-5, Avg = 1-2, Wet = 0)		2		
	Provides water for multiple beneficial uses (industrial, ag, enviro/rec)		1		
			Subtotal		50
2b - Pool B	Restoration Actions (as Identified in the YRF CAA)				
	Improves riparian, in-channel, streambank, and aquatic habitat		4		
	Addresses known water quality issue, benefits endangered or sensitive species habitat, removes or mitigates invasive species		4		
			Subtotal		40
2c - Pool C	Infrastructure Improvements				
	Provides multiple benefits (eg. Ag + Rec, Ag + Env)		4		
	Addresses ecological need(s) identified in the YRF Conservation Objectives		4		
			Subtotal		40

<i>Sum of item 1 plus item 2a</i>	POOL A PROJECT	TOTAL	N/A	100
<i>Sum of item 1 plus item 2b</i>	POOL B PROJECT	TOTAL	N/A	90
<i>Sum of item 1 plus item 2c</i>	POOL C PROJECT	TOTAL	N/A	90

Note: max scopes for items 2b and 2c are 10 points lower than item 2a to account for YRF's priority on funding flow projects in dry years

3. Reporting and Payment Information

Granting Information

The Nature Conservancy (TNC) serves as the Management Entity for the Yampa River Fund and, as such, will be the granting entity for YRF grants, as specified in the CAA. Successful applicants will sign a grant agreement with TNC. As part of the granting process, TNC may request copies of documents to ensure that Grantee meets the required eligibility criteria and that the Grantee meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of **the names of all of its board members and principal officers, copies of Grantee's bylaws and articles of incorporation.** The agreement may contain the elements listed below regarding reporting requirements and payment. Contact Andy Baur, Yampa River Fund Manager with any questions or to request a template copy of the grant agreement: andrew.baur@tnc.org.

Reporting Requirements

Progress Reports: The applicant shall provide the YRF a programmatic and financial progress report every 6 months, beginning from the date of the execution of a grant agreement. The progress report shall describe the status of the tasks identified in the section 2D Application, including a description of any major issues that have occurred and any corrective action taken to address these issues.

Final Report: At completion of the project, the applicant shall provide TNC and YRF a Final Report on the applicant's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- A financial report detailing the income and expenditure and confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

Payment

TNC will pay the Grantee for reimbursement of project expenses. An initial disbursement may be made and subsequent disbursements will be made based upon submission and acceptance of the programmatic and financial report in accordance with the schedule above. TNC will make its final payment when the Final Report is completed to the satisfaction of TNC and YRF staff. Once the Final Report has been accepted, and final payment has been issued, grant will be closed with no further payment.

Costs incurred prior to the effective date of this contract are not reimbursable. All products, data and information developed as a result of this contract must be provided to YRF in an electronic format as part of Project documentation.



Program Guidelines

Published May 18, 2021

A. Background:

The Colorado River District's Mission is: **To lead in the protection, conservation, use, and development of the water resources of the Colorado River basin for the welfare of the District, and to safeguard for Colorado all waters of the Colorado River to which the state is entitled.**

On November 3, 2020, the registered electorate of the Colorado River Water Conservation District (the District or CRD) approved Ballot Question 7A. Ballot Question 7A, in its entirety reads:

Shall Colorado River Water Conservation District, also known as the Colorado River District, taxes be increased by an amount up to \$4,969,041 in 2021 (which increase amounts to approximately \$1.90 in 2021 for every \$100,000 in residential home value), and by such amounts as are generated annually thereafter from an additional property tax levy of 0.248 mills (for a total mill levy of 0.5 mills) to enable the Colorado River District to protect and safeguard Western Colorado water by:

- *Fighting to keep water on the West Slope;*
- *Protecting adequate water supplies for West Slope farmers and ranchers;*
- *Protecting sustainable drinking water supplies for West Slope communities;*
- *and*
- *Protecting fish, wildlife, and recreation by maintaining river levels and water quality;*

provided that the District will not utilize these additional funds for the purpose of paying to fallow irrigated agriculture; with such expenditures reported to the public in an annually published independent financial audit; and shall all revenues received by the District in 2021 and each subsequent year be collected, retained and spent notwithstanding any limits provided by law?

When taking action to place this ballot question on the November 2020 ballot, the CRD Board adopted Resolution 2020-01 which included within it an Implementation Plan. The Implementation Plan articulates the River District's clear intent and commitment as to how the newly authorized funds would be used by the District if the voters approved the ballot question. Specifically, the Board committed to allocating approximately 86% of the funds annually to fund partnerships with water users and communities within the District on projects identified as priorities by local communities and Basin Roundtables.

The Implementation Plan adopted by the Board pledged that the Board and staff of the Colorado River District will prioritize multi-purpose projects that meet needs in one or more of the following five categories:

- productive agriculture,
- infrastructure,
- healthy rivers,
- watershed health and water quality; and
- conservation and efficiency.

The Board indicated that the District is committed to expending funds in an equitable manner which, over time, disperses the benefits of the program geographically within the District boundaries and between the identified categories. The District is also committed to utilizing these funds to drive the initiation and completion of projects that are priorities for residents of the District by utilizing District funds as a catalyst for matching funds from state, federal and private sources. In Resolution 2020-01, the District expressly stated that it will not utilize the funds raised by this ballot question for the purpose of paying to temporarily or permanently fallow irrigated agriculture and the Implementation Plan affirms the River District's commitment to coordinating and consulting local elected officials in all relevant counties prior to committing funds to any specific project or activity pursued by the District.

B. Pre-Application Applicant Activity:

Applicants are encouraged to review these guidelines, the Community Funding Partnership Framework, the District Application form, and Budget Worksheet prior to applying for and/or consulting with District Staff. After reviewing those documents, Applicants are strongly encouraged to contact the District at partnerfunding@crwcd.org to arrange for a staff level pre-application meeting. Applications which are submitted without the pre-application consultation will be strongly disfavored.

C. Project Eligibility:

A project proponent within the District's 15-county boundaries is eligible to apply for funding. Project proponents include stakeholders such as individuals, local governments, corporations, private entities such as mutual ditch companies, non-profit corporations, and partnerships. Completed projects are not eligible for funding.

D. Project Categories:

Project Categories that were outlined in the Implementation Plan are as follows:

- I. Productive agriculture projects which could include multiple-use storage that addresses regional priorities; developing innovative and functional water leasing; suitable agriculture efficiency and conservation approaches; technical assistance and technological innovation; and dedicated resources for increasing community literacy about irrigated agriculture and supporting agricultural market growth. The District will not utilize these funds for the purpose of permanently or temporarily fallowing irrigated agriculture;
- II. Infrastructure projects which could include upgrading aging infrastructure while incentivizing new storage and delivery projects that collaboratively address multiple

needs, such as improved flows to meet demands, stream and watershed health, and habitat quality; multi-purpose projects and storage methods that are supported in the Water Plan and the Basin Implementation Plans;

- III. Healthy rivers projects which could include those identified in stream management plans or similar projects, projects that support and sustain fish and wildlife, healthy aquifer conditions as they connect to healthy streams, economically important water-based recreation, wetland habitat, fish passage construction for new or revised water diversion structures, stream restoration projects, and environmental and recreational enhancements for new or revised water supply projects;
- IV. Watershed health and water quality projects which could include projects identified in collaborative and science-based watershed management plans that reduce the risk from and increase resilience to fires and/or floods, rehabilitate streams, or make landscapes resilient to climate change, including, but not limited to science-based mechanical forest treatments and prescribed fire, projects that address drinking water quality for under-resourced communities, and projects that address pollutants such as selenium, salts, and others, as well as mine remediation activities; and
- V. Conservation and efficiency projects which could include supporting agricultural water infrastructure that increases reliability and efficiency; municipal and industrial projects that promote efficiency, water conservation, green infrastructure, and outdoor landscaping to reduce consumptive use; increase leak detection for infrastructure repair and replacement; assisting communities with water-smart community development and water conservation programs; and targeting smaller, fast-growing, and communities with older infrastructure with strategic, incentive-based investments.

E. Local Community Support

The District is committed to coordinating and consulting local elected officials in all relevant counties prior to committing funds to any specific project or activity pursued by the District.

Applicants are required to submit a letter of support for the project from the board(s) of county commissioners in which county the project is located and/or water from the project will be utilized. If a project is proposed to occur within the boundaries of a municipality, it is strongly recommended that applicants provide a letter of support from the governing body of said municipality. Should a letter of support for a project not be available from the appropriate local government(s), applicants must provide a detailed explanation of the reasons.

F. Matching Criteria

The Community Funding Partnership, at this time, has no minimum percentage contribution required by an applicant. However, it is the intent of the District that project funds will not be the sole source of funding for any project. It is the expectation and intent of the District that the applicant will contribute funds and utilize District funds to leverage state, federal or private funds to the project.

G. Evaluation Criteria:

Applicants must submit a completed application and all supporting documentation to be considered for funding.

The following are required elements for staff analysis and recommendation:

- I. Mission Alignment
- II. Category Allocation, Fund Distribution by Category, and Geographic Equity
- III. Analysis of Project Funding and Leverage of CRD Funds
- IV. Local Community Support
- V. Human Resource Requirements
- VI. Risk Analysis
- VII. Additional Factors

Further information can be found in the Community Funding Partnership Framework adopted by the CRD Board of Directors on January 19, 2021 and may be subsequently modified.

H. Timeframe & Process for Internal Application Review:

This is a rolling program and therefore, applications and requests for funding can be submitted at any time. Applicants should anticipate six to eight weeks for internal application review, analysis and funding recommendation, contingent upon receiving a complete application.

If the funding request requires Board approval (typically applications over \$50,000), complete application and all materials must be submitted no later than six weeks prior to the next regularly scheduled District Board meeting. The River District's regularly scheduled quarterly meetings fall on the third Tuesday of January, April, July, and October. To ensure sufficient time for staff review and analysis, CRD recommends the following deadlines for applications that require Board approval:

- November 15th (January Board Meeting)
- February 15th (April Board Meeting)
- May 15th (July Board Meeting)
- August 15th (October Board Meeting)

The General Manager may make exceptions for emergency situations which, in the opinion of the General Manager, warrant such consideration. Neither the staff or Board shall be required to evaluate a request that is not complete or contain all relevant information and documentation. While the District will make every attempt to process funding requests in a timely manner, the District reserves the right to delay consideration of any request if the District has other business which it determines is of higher importance to the mission of the District.

To discuss application deadlines, we encourage applicants to arrange for a pre-application meeting about your proposed application.

I. Community Funding Partnership Approval Authority:

I. General Manager Delegated Authority. The Board has delegated authority to the General Manager to review, consider, approve and/or deny application for the Community Funding Partnership in amounts up to \$50,000 for any single project. This delegation of authority shall not exceed an aggregate total of \$400,000 in any single calendar year.

II. Board Level Approval. Any request in the amount more than \$50,000 for any single project will be evaluated by the staff and, upon a favorable staff recommendation will be considered and denied and/or approved by the Board. A request for funding of more than \$50,000 for any single project not recommended for funding by the staff will not be considered by the Board.

III. Re-consideration. An applicant whose request is denied by the General Manager, or not recommended to the Board for funding may request re-consideration of their request by the Board pursuant to the process and subject to the time limits contained in section VII. C. of the Colorado River District Community Funding Partnership Framework. The River District has no obligation and an Applicant has no right to receive funding for any request. The River District's determination with respect to the Community Funding Partnership is a purely discretionary policy-making function of the River District and there are no adjudicatory or substantive rights associated with funding requests from the River District's Community Funding Partnership.

J. Funding Agreement Terms:

Upon approval of project funding, the CRD will enter into a contractual funding agreement with the project proponent. The contract will include appropriate special conditions, including but not limited to: 1) limitations on the use of Community Funding Partnership funds; 2) proponent's indemnification of the District; 3) proponent's insurance requirements; 4) proponent's repayment requirements for breach of contracts; and 5) a reporting schedule and requirement which may include interim and final progress reporting requirements.

The project proponent and all other interest holders, such as facility owners, shall accept all responsibility and liability associated with the proposed project, including, but not limited to, property interests, water rights, environmental and permit compliance, on-site and off-site project impacts, project construction, project operations, project maintenance and other obligations.

The CRD's minimum requirements for insurance for contractual agreements are as follows:

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

K. Funding Agreement & Distributions of Funds:

The CRD’s standard distribution of funds is as follows:

- Upon execution of the contract and receipt of required certificates of insurance, the CRD will forward 25% of the Total Award.
- Two progress payments will be made in 25% increments of the Total Award based upon evidence of paid invoices provided by the project proponent.
- The remaining 25% of the funds will be paid upon a determination that the project is substantially complete and the CRD has received a completed “Request for Final Payment” form with all required documentation.

Disbursements of project funding must be completed within three years of the contract date unless there is an extension requested and approved by District staff and/or board action.

The CRD reserves the right to modify the funding disbursement of project funds.

L. Branding and Signage

We encourage successful applicants to share the news of your funding award and project with your network, project partners, and community members. Upon award, District staff will coordinate with project proponents on award announcements and communication guidelines. For projects that include public access or public signage, you will be required to recognize the District’s funding contribution using logos and signage approved by the District.

M. Right to Modify Guidelines, Framework and Application:

The District reserves the right to add, modify or otherwise revise these Guidelines, the Community Funding Partnership Framework, Application, and Budget Worksheet at any time without advance notice. It is the Applicant’s obligation to confirm that they have the most up to date program documents.

**CRD
COMMUNITY
FUNDING PARTNERSHIP
FRAMEWORK**

January 19, 2021

Introduction:

On November 3, 2020, the registered electorate of the Colorado River Water Conservation District (the District or CRD) approved Ballot Question 7A. Ballot Question 7A, in its entirety reads:

Shall Colorado River Water Conservation District, also known as the Colorado River District, taxes be increased by an amount up to \$4,969,041 in 2021 (which increase amounts to approximately \$1.90 in 2021 for every \$100,000 in residential home value), and by such amounts as are generated annually thereafter from an additional property tax levy of 0.248 mills (for a total mill levy of 0.5 mills) to enable the Colorado River District to protect and safeguard Western Colorado water by:

- *Fighting to keep water on the West Slope;*
- *Protecting adequate water supplies for West Slope farmers and ranchers;*
- *Protecting sustainable drinking water supplies for West Slope communities; and*
- *Protecting fish, wildlife, and recreation by maintaining river levels and water quality;*

provided that the District will not utilize these additional funds for the purpose of paying to fallow irrigated agriculture; with such expenditures reported to the public in an annually published independent financial audit; and shall all revenues received by the District in 2021 and each subsequent year be collected, retained and spent notwithstanding any limits provided by law?

When taking action to place this ballot question on the November 2020 ballot, the CRD Board adopted Resolution 2020-01 which included within in it an Implementation Plan. The Implementation Plan articulates the River District's clear intent and commitment as to how the newly authorized funds would be used by the District if the voters approved the ballot question. Specifically, the Board committed to allocating approximately 86% of the funds annually to fund partnerships with water users and communities within the District on projects identified as priorities by local communities and Basin Roundtables.

The Implementation Plan adopted by the Board pledged that the Board and staff of the Colorado River District will prioritize multi-purpose projects that meet needs in one or more of the following five categories:

- productive agriculture,
- infrastructure ,
- healthy rivers,
- watershed health and water quality; and

- conservation and efficiency.

The Board indicated that the District is committed to expending funds in an equitable manner which, over time, disperses the benefits of the program geographically within the District boundaries and between the identified categories. The District is also committed to utilizing these funds to drive the initiation and completion of projects that are priorities for residents of the District by utilizing District funds as a catalyst for matching funds from state, federal and private sources.

In Resolution 2020-01, the District expressly stated that it will not utilize the funds raised by this ballot question for the purpose of paying to temporarily or permanently fallow irrigated agriculture and the Implementation Plan affirms the River District's commitment to coordinating and consulting local elected officials in all relevant counties prior to committing funds to any specific project or activity pursued by the District.

The purpose of the following document is to provide a transparent framework and common understanding as to how this program will function for all Colorado River District stakeholders, i.e. our taxpayers, water users, potential applicants, elected officials, community members, and River District Board members and staff.

Commencing with the 2021 budget cycle, the CRD shall create a line item in the General Fund Budget which identifies the funds available in the budget year for appropriation for project funding. Except as otherwise provided for herein, these funds shall only be allocated and committed with Board approval. The District recognizes and values the importance of transparent and public accounting and allocation of these funds; therefore, CRD staff shall be charged with conducting the following analysis and recommendation to the Board for each request to allocate project funding.

Purpose: To provide District Board and staff with an appropriate, objective and transparent tool and process to evaluate any new external or internal request for project funding in order to determine the appropriateness of the request within the District's mission, the District's commitment to the citizens of the District as set forth in ballot question 7A approved on November 3, 2020 and as more specifically articulated by the Board in Resolution 2020-01.

Intent: To provide an objective framework and transparent process by which staff will initiate or receive, evaluate and potentially recommend to the Board of the CRD, requests for project funding from funds received by the District as a direct result of Ballot question 7A's passage. Additionally, this document is intended to provide guidance to the CRD Board members as they evaluate and make approval decisions on these project funding requests.

Process: All requests for funding under the CRD Community Funding Partnership shall be analyzed by staff pursuant to the following criteria. Projects that the staff determines meet the criteria shall be recommended to the Board for funding at the regular quarterly meeting or special Board meeting following staff's analysis hereunder. Staff members receiving requests for assistance from any party, (i.e. constituent, other government, Board Member, or non-governmental organization) and/or desiring to initiate any new project with funding from these funds on behalf of the District must collaborate with their department head to work through the analysis set forth below and, utilizing the District-approved form, draft a concise written analysis

recommending or advising against providing the assistance requested.

Required Elements to Staff Analysis and Recommendation:

I. Mission Alignment:

Does the request/project fit within the Mission of the District as expressed in the Board's Mission Statement, its Strategic Plan, and the language of question 7A?

- Staff should be able to objectively articulate which (hopefully multiple) strategic plan initiatives the request fits within.
- Is the requested activity in compliance with or contravene any written policy of the District? Staff should provide a reference to relevant policies and if no policies apply, explain why the project should be funded.

II. Identification of which Categories from the Implementation Plan are Fulfilled:

A. Category Allocation: Staff shall identify which of the following categories or buckets apply to the proposed project and if more than one (which is preferred) identify the approximate percentage applied to each applicable category. This section of the analysis should contain a narrative prepared by staff which articulates the rationale supporting the identification of and allocation between categories.

- (I) Productive agriculture projects which could include multiple-use storage that addresses regional priorities; developing innovative and functional water leasing; suitable agriculture efficiency and conservation approaches; technical assistance and technological innovation; and dedicated resources for increasing community literacy about irrigated agriculture and supporting agricultural market growth. The District will not utilize these funds for the purpose of permanently or temporarily following irrigated agriculture;
- (II) Infrastructure projects which could include upgrading aging infrastructure while incentivizing new storage and delivery projects that collaboratively address multiple needs, such as improved flows to meet demands, stream and watershed health, and habitat quality; multi-purpose projects and storage methods that are supported in the Water Plan and the Basin Implementation Plans;
- (III) Healthy rivers projects which could include those identified in stream management plans or similar projects, projects that support and sustain fish and wildlife, healthy aquifer conditions as they connect to healthy streams, economically important water-based recreation, wetland habitat, fish passage construction for new or revised water diversion structures, stream restoration projects, and environmental and recreational enhancements for new or revised water supply projects;
- (IV) Watershed health and water quality projects which could include projects identified in collaborative and science-based watershed management plans that reduce the risk from and increase resilience to fires and/or floods, rehabilitate streams, or make landscapes resilient to climate change, including, but not limited to science-based mechanical forest treatments and prescribed fire, projects that address drinking water quality for under-resourced communities, and projects that

address pollutants such as selenium, salts, and others, as well as mine remediation activities; and

- (V) Conservation and efficiency projects which could include supporting agricultural water infrastructure that increases reliability and efficiency; municipal and industrial projects that promote efficiency, water conservation, green infrastructure, and outdoor landscaping to reduce consumptive use; increase leak detection for infrastructure repair and replacement; assisting communities with water-smart community development and water conservation programs; and targeting smaller, fast-growing, and communities with older infrastructure with strategic, incentive-based investments.

B. Fund Distribution by Category:

To implement the District's commitment to funding each of these categories in approximately equal amounts over time, the District shall exert a reasonable effort to expend these project funds in a such a manner that the above five listed categories will receive approximately equal funding on a running five-year average. In order to assist the District Staff and Board, the District accounting staff shall keep a current year and a running five-year average as to how the District has allocated Community Funding Partnership funds. Staff shall include the effect of any recommended funding to the current year and running five-year average allocation when presenting any recommendation to the Board.

C. Geographic Equity:

The District has committed to expending the project funds in a manner which equitably disperses the funds geographically within the District boundaries over time. The District staff shall keep track of a five-year running average of where project funds are allocated, both on a county-by-county basis and on a sub-basin drainage basis (i.e. Gunnison, mainstem Colorado and Yampa/White/Green). When considering equitable geographic distribution, the staff and Board will consider all relevant factors, including but not limited to: the running average distribution of funds, the relative population of counties and basins, the relative financial contribution, the number of requests for funding from certain counties and or drainages and the relationship of any particular request to the strategic goals of the District. With each funding recommendation, the staff shall provide the current running five-year allocation of funds by basin and staff's analysis on the factors listed in this paragraph.

III. Analysis of Project Funding and Leverage of CRD Funds:

The intent of the District is that District funds shall not be the sole source of funding for any project. It is the expectation and intent of the District that the applicant or project proponent will contribute funds and utilize District funds to leverage state, federal or private funds to the project. While there is, at this time, no minimum percentage contribution required by a project proponent, the extent of project proponent and non-District funding shall be a factor in evaluating any project for District funding.

For any Community Funding Partnership request recommended for CRD funding, District staff shall require applicant or project proponent to provide a complete disclosure of all funds and funding sources being utilized to complete the project. If District funds are to be used as matching funds from a different source (i.e. federal, state or private funding sources), the District may award funds in a manner that is contingent upon the applicant receiving the matching funds.

Community Funding Partnership awards may be made in the form of grant, loan and/or investment in a project. If a project has funding from a non-public entity (whether in-kind or direct funding) and that entity has the intent to receive a profit from the operation or construction of the project, the applicant or project proponent shall disclose and deliver to the staff of the CRD all relevant funding agreements, letters of intent or understanding, contracts, operating agreements or corporate documents which serve as the basis of the agreement between the proponent and the non-public entity. In some circumstances, non-public partner projects may profit from projects funded by the River District. In such circumstances, staff may suggest conditions for the approval of project funding that provides a return on the River District's investment that is equitable in comparison to the rate of return to the private entity. In doing so, District staff shall evaluate all risks posed to the District related to this investment and/or loan and staff shall not commit the District to any obligation which is not authorized by law or may be considered a multi-year fiscal obligation.

IV. Local Community Support:

The District is committed to coordinating and consulting local elected officials in any and all relevant counties prior to committing funds to any specific project or activity pursued by the District.

Any applicant or project proponent shall, as part of the application process submit a letter of support for the project from the board(s) of county commissioners in which county the project is located and/or water from the project will be utilized. If a project is proposed to occur within the boundaries of a municipality, it is strongly recommended that the project proponent provide a letter of support from the governing body of said municipality. Should a letter of support for a project not be available from the appropriate local government(s), project proponents shall provide a detailed explanation of the reasons. Prior to recommending a project for funding to the Board in which there is not a letter of support from the local board(s) of county commissioners, the staff member in charge of processing the request shall work with the Director of Government Affairs and the General Manager to communicate with the District Director from the affected county and the relevant board(s) of county commissioners. Staff shall accurately convey any concerns or opposition to the project expressed by the board(s) of county commissioners to the CRD Board as part of the recommendation.

V. Human Resource Requirements:

It is the intent of the District that the project funding shall primarily be a financial relationship with the project applicant. There are, however, instances where the District may desire or need to contribute technical, legal, administrative or government advocacy resources to the project. Projects for which staff recommends staff involvement beyond the partnership funding shall require staff to conduct the following additional analysis.

Staff should prepare a detailed and realistic analysis of the short, and long-term number of staff hours and the nature of the staff involvement.

- Identify who would be the lead District staff on any new project.
- The estimate should include the number of months/years of involvement, the number of hours for each anticipated staff member on a monthly or quarterly basis and a computation of the actual, loaded cost for each of the involved employees.
- If such request involves multiple departments, those department heads shall be brought into this initial analysis process.
- Need to have an affirmative finding that proposed staffing needs can be met by existing District staff capacity.

VI. Risk Analysis:

Staff shall conduct a thorough risk analysis of any partnership funding request. Areas of risk to be analyzed shall include but not be limited to:

- Public health, safety and welfare;
- Consequences of project failure;
- Potential injury to vested absolute water rights;
- Potential for ongoing financial need (whether operational or during construction phase);
- Reputational risk to the District;
- Potential for District staff involvement beyond that identified above; and
- Evaluation and disclosure of any potential conflict of interest by District staff or Board members.

VII. Additional Factors to be Evaluated:

The District recognizes that the scope and type of projects which will be funded by this program will cover a wide spectrum of water projects and as such the District desires to keep funding criteria broad enough to be inclusive of as many different types of projects as possible. However, there are a number of elements that the District may consider when evaluating a funding request:

- A. Preservation of pe-Compact Water Rights;
- B. Non-injury to other water users;
- C. Negative effects caused by reduction in return flows;
- D. Reduction of water consumption;
- E. Reduction of operational costs to the operator;
- F. Enhancement of a project's long-term viability;
- G. Promotion of innovation within a water use sector;
- H. Development of applied research, science and data beneficial to the mission and strategic goals of the District;
- I. Size, complexity and importance of a project which may warrant consideration of multiple sequential funding awards; and

- J. Any other factors deemed relevant by the District.

VIII. Timing and Process:

- A. Application Forms. The District staff shall create an application form and an internal staff evaluation form. The District shall provide access to those forms together with the District's strategic plan, written policies and this framework to any interested applicant or project proponent.
- B. Application Timing. The program will be funded annually with a rolling application process. The Board may consider any staff recommendation at any of its regular quarterly or special meetings. For a project proponent's request to be considered at a meeting of the Board, the project proponent shall submit all information required by staff no later than six weeks prior to the next regularly scheduled District Board meeting. The General Manager may make exceptions for emergency situations which, in the opinion of the General Manager, warrant such consideration. Neither the staff or Board shall be required to evaluate a request that is not complete or contain all relevant information and documentation. While the District will make every attempt to process funding requests in a timely manner, the District reserves the right to delay consideration of any request if the District has other business which it determines is of higher importance to the mission of the District.
- C. Reconsideration Process. Should staff make a determination not to fund a project which is within the delegated authority of the General Manager (see, Section IX below), or make a determination not to recommend funding for a project of any size that does not satisfy all applicable criteria, an applicant may, within 30 days of receiving a notice of adverse determination, request that the River District reconsider the request. Such request shall be delivered in writing to the General Manager and shall specify the grounds for reconsideration. Upon receipt of a timely request for reconsideration, the General Manager shall schedule the request on the agenda of the next quarterly meeting of the Board at which there is practicable time to consider said appeal. The Board shall review and consider the request and may grant the applicant the opportunity to present their case or the Board may act on the request based on its review of the written reconsideration and any material submitted by the General Manager. The Board's determination of a request for reconsideration shall be final. The River District's determinations with respect to project funding is a purely discretionary policy-making function of the River District and there are no adjudicatory or substantive rights associated with funding requests from the River District's Partnership Program.
- D. Execution of Funding Program. Staff shall create and implement processes for successful applicants with respect to disbursement of funds, progress reports and completion reports and inspections and methods for appropriate recognition of District Funding on project literature and location. Applicants shall adhere to any such requirements.

IX. Delegation of Authority to General Manager:

The Board hereby delegates authority to the General Manager to review, consider, approve and/or deny application for the Community Funding Partnership in amounts up to \$50,000 for any single project. This delegation of authority shall not exceed an aggregate total of \$400,000 in any single calendar year. The General Manager shall abide by the terms of this Framework in considering any grant requests which fall within this delegation of authority. The General Manager shall provide a report to the Board on a quarterly basis of all requests approved or denied under this authority.

X. Board Discretion:

The Board reserves the right to modify this Framework at anytime in the future and further reserves the right to waive any requirement set forth herein.





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: Upcoming Events

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

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

IWMP Neighborhood Meeting - Hayden	East Warehouse at the Granary	July 17
Routt County Commissioners Meeting – Water Updates	Routt County Court House	July 19
WECO Water Fluency Program Opening	Virtual	July 27
IWMP Neighborhood Meeting - Clark	Moonhill Schoolhouse	July 31
CCALT Forever CO BBQ	Fetcher Ranch	August 14
UYWCD Executive Committee Meeting	UYWCD offices	August 18
UYWCD Hosted Happy Hour at CWC	Aurum	August 24
Colorado Water Congress	Steamboat Grand Hotel	August 24-26
UYWCD BOD/Staff Field Trip	Yamcolo & Stagecoach Reservoirs	September 1
Yampa Basin Rendezvous	Colorado Mountain College (Steamboat Campus)	September 8-10
WECO President's Reception	Denver, CO	September 9
WECO Water Fluency Program Close	Virtual	September 29
Sustaining Watersheds Conference	Avon, CO (TBD)	October 5-7





BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 7/12/2021

Item: New UYWCD Website

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Please look for the launch of UYWCD's new website at the same url:
www.upperyampawater.com. The website will be live by August 1, 2021.

If you have any feedback on the new website, please feel free to reach out to me directly. I would love to hear your input.

II. Summary and Alternatives: n/a

III. Staff Recommendation: n/a

IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:

Goal 8

Attachments: n/a



BOARD COMMUNICATION FORM

July 21, 2021 Board Meeting

From: Bob Weiss, Legal Counsel

Date: July 12, 2021

Item: Parks Lease Renewal

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

- I. Request/Issue and Background Information:** The current lease agreement with the State of Colorado, Division of Parks and Recreation (now the Division of Parks and Wildlife) became effective August 5, 2004 and expires May 1, 2024. The negotiating committee met with the State representatives to discuss the process for renewing the lease in April. Recently, the State's real estate specialist sent me the CPW "lease template," a very generic document which contains standard boilerplate provisions which they refer to as "Colorado special provisions" and which are standard in Colorado State leases. The purpose of this memo is to discuss with the Board the lease process and the staff recommendation on the best way to proceed in the District's negotiations with the State.
- II. Summary and Alternatives:** The 1984 lease is a little more than 10 pages long excluding the exhibits. It was extensively negotiated between the State and the District and comprehensively addresses use of the surface of the Stagecoach Reservoir and the surrounding District property for parks and recreational purposes operated by the State of Colorado, Division of Parks and Recreation. It is safe I think to assume that many if not most of the material lease terms will remain the same or very similar in any new lease. The most logical approach is to start the negotiation process by use of the existing lease agreement. It appears that some of the Colorado special provisions are already in the existing lease, but to the extent they are not it should be a relatively easy matter to incorporate them into the existing lease form. Therefore, it is the staff recommendation that the negotiating committee start with the existing lease, integrate the Colorado special provisions as necessary and identify and revise those provisions in the existing lease which the negotiating committee believes should be changed in the new lease.
- III. Staff Recommendation:** Staff suggests that based on the direction from the negotiating committee that a new lease be prepared, reviewed by the Board and presented to CPW for review. At that point, a meeting or meetings with CPW could be scheduled to iron out any areas which require further discussion,

- IV. **Legal Issues:** Any legal issues in the lease can be addressed as needed in the negotiating process.
- V. **Consistency with Board Goals and Policies:** Staff believes this process will result in a new lease that will meet the District's objectives and requirements for operation of the State Park.
- VI. **Fiscal Impact:** Depending on the final terms the new lease will result in various fiscal impacts to the District.



BOARD COMMUNICATION FORM

July 21, 2021 Board Meeting

From: Bob Weiss, Legal Counsel

Date: July 12, 2021

Item: Augmentation Contracts

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information: In recent weeks, following review by applicant attorneys, the District has received requests for changes to its standard augmentation contract form, one from the City of Steamboat Springs regarding its augmentation contract at Haymaker Golf Course and one from an attorney representing a ranch in West Routt. As you know, the form of augmentation contract is approved by the Board so any changes to the contract must be approved by the Board. I have discussed the matter with Andy and with Holly, and we all agree that in order to regularize the contracting process and to efficiently manage the contracts once approved it would be best not to routinely negotiate the terms of augmentation contracts or to enter in to contracts with divergent terms. Therefore, we propose the following to the Board:

II. Summary and Alternatives:

(a) With respect to the changes requested by the City of Steamboat Springs, I asked Jennifer Bock, the Assistant City Attorney, to propose a "municipal addendum" to the standard contract addressing her concerns which she did. Her proposed Addendum narrows language in the standard contract that allows the District to terminate if the applicant opposes any of the District's water court application regarding the District's water rights used for augmentation pursuant to the augmentation decree. In regard to the Yampa augmentation plan, the water sources listed in the decree are a large portfolio of rights used to fill the Stagecoach for release for purposes unrelated augmentation decree. Scott Grosscup and I are comfortable with limiting the District's termination right to situations where the applicant opposes applications by the District for findings of diligence or to make absolute any water right associated with the augmentation decree in Case No. 06CW049. Ms. Bock also raised concerns about certain indemnity, insurance and appropriation provisions in the standard contract which are typical issues for local government attorneys and which I believe are reasonable requests. Accordingly, I modified her proposed municipal addendum into a local government addendum, which is

attached and which I believe is acceptable and can be used by the District for all augmentation contracts involving local government.

(b) **Objections of Attorney Representing Private Party:** We received an email from an attorney representing a private ranch party raising eight or so issues about the contracts, most of which are matters of explanation rather than proposed changes to the agreement. I have explained to the applicant's counsel that we are reluctant to submit requested contract changes to the Board on a case-by-case basis because of our interest in standardizing the augmentation contract process. Several of his concerns can be addressed in a letter of explanation explaining the District's practices without any need to amend the contract. I also said that it is the plan of District staff to periodically (most likely annually at the time the pricing for the upcoming year is set) review potential changes to the standard form contract. He seemed satisfied with this. I just wanted to give an update to the Board and let you know our thinking with respect to this issue. I am expressly not attaching a copy of the email sent by the attorney as I think these sorts of matters are best handled at a staff level, although I am more than happy to provide this email to any Board member who would like to see it.

- III. **Staff Recommendation:** Staff recommends that the local government addendum be approved by the Board. It is the staff's position that other individual water augmentation contracts should not be negotiated but that revisions to the standard contract form should be considered by the Board on periodic basis. No Board action is requested.
- IV. **Legal Issues:** The local government addendum requires Board approval. No changes shall be made to the standard augmentation contract without Board approval.
- V. **Consistency with Board Goals and Policies:** I believe that the proposal in this memo is consistent with Board policy regarding the delegation of contract administration to District staff.
- VI. **Fiscal Impact:** The staff recommendation will minimize the need for staff time and legal fees associated with negotiation of contract amendments.

Attachments: Local Government Addendum

**UPPER YAMPA WATER CONSERVANCY DISTRICT
LOCAL GOVERNMENT ADDENDUM TO AUGMENTATION CONTRACTS
(attached to Augmentation Contract No. _____ with
_____, Applicant
Dated _____)**

This Augmentation Contract to which this Addendum is attached is modified by the replacement of the sections listed below as indicated. Except as modified, all other terms and provisions of this Contract shall remain the same. Terms used herein shall have the same meaning as in the Contract.

Section 9.A.3. stating: "The District may terminate this contract if Applicant opposes any of the District's Water Court applications regarding the District's water rights used for augmentation pursuant to the Augmentation Decree."

is replaced with:

"The District may terminate this contract if Applicant opposes the District's applications for findings of diligence or to make absolute any water right associated with the Augmentation Decree entered December 15, 2008 in Case No. 06CW049."

Section 4.C. stating: " Applicant agrees that so long as this Contract is valid and in force, Applicant will budget and appropriate from such sources of revenues as may be legally available to the Applicant the funds necessary to make timely annual payments. Applicant 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 to maintain the payments herein required on a current basis."

is replaced with:

"Each party hereto agrees that the revenues and expenditures hereunder shall constitute current expenditures and revenues payable and receivable in the fiscal years for which funds are appropriated for the payment thereof. The obligations of the Applicant under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of the Applicant's monies.

Applicant's covenant to hold harmless hereunder (a) shall not be deemed a waiver of sovereign immunity under the Colorado Governmental Immunity Act (the "Act"), (b) shall only be effective to the extent of the limits of the Act as set forth in C.R.S. Section 24-10-114, as those may be amended from time to time, and (c) shall only be effective if Applicant's obligation to hold harmless is insured by the Colorado Intergovernmental Risk Sharing Agency ("CIRSA"), CIRSA's successor as Applicant's general liability carrier or other general liability carrier of Applicant. The parties acknowledge that a purported indemnification by Applicant may violate the state constitution and be an ultra vires act. In consideration of the rights granted herein, Applicant 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 to maintain the payments herein required on a current basis."



BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: July 9, 2021

Item: Water Resumes for May and June

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I have reviewed the water resumes for Water Divisions 5 and 6 in the month of May and the June resume for Water Division 6. The water resume for Water Division 5 is not available at this time. I did not see any applications that would impact the District's water rights and do not recommend that the District file any statements of opposition at this time.

PENDING WATER CASES

STATUS OF OTHER WATER CASES



BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: July 9, 2021

Item: Water Court Cases Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

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

Case No. 20CW3015 – This is an application for finding of reasonable diligence and to make absolute the Lake Catamount Refill right in the amount of 4,000 acre feet. We provided a revised proposed stipulation and decree limiting the place of use of the water to the Catamount District boundary, requiring a minimum 50 cfs release when exercising its refill right and removing language regarding use in a substitute supply plan. As of this date, I have not had any responses from the Applicants’ attorneys on the revised documents.

Case No. 20CW3019 – This is the diligence application filed by Public Service Company of Colorado for 52.5 cfs decreed to the Wessels Canal. The Applicant has circulated a proposed Ruling of Referee granting diligence. The District provided comments on the proposed Ruling requesting evidence on the need and demand for the water rights. A follow-up status conference is scheduled for July 21, 2021.

Case No. 20CW3020. This diligence application filed by Public Service Company of Colorado is for Hinman Park Reservoir and the Saddle Mountain Pump Station. The District has entered into a stipulation that incorporates prior terms between the Applicant and District. The Applicant is negotiation with the remaining opposers.

Yamcolo Reservoir Objection to Abandonment – We filed the Statement of Objection to the listing of the Yamcolo Reservoir First and Second Enlargement water rights on the Decennial Abandonment List. Next step is for the Division Engineer’s Office to respond to the Statement of Objection.

Water Horse Resources – Water Horse Resources served the Utah State Engineer regarding denial of its application and the Utah State Engineer has answered, essentially saying that its denial was correct. According to Utah counsel, the following entities plan to intervene and

participate actively in the lawsuit: Washington County Water Conservancy District (WCWCD”); Central Utah Water Conservancy District; and the Utah Board of Water Resources. And the following entities plan to intervene, but participate on a limited basis: Kane County Water Conservancy District and Wayne County Water Conservancy District. The WCWCD is encouraging the Upper Yampa Water Conservancy District and Colorado River Water Conservation District to intervene. The WCWCD is also proposing to coordinate opposition efforts. No trial date is set, but it would be sometime in 2022. Also, there is currently no deadline to intervene.

Scott Grosscup
Direct Dial (970) 928-3468
Receptionist (970) 945-6546
sgrosscup@balcombgreen.com

June 24, 2021

Mr. Jens Jensen
Welborn, Sullivan Meck & Tooley, P.C.
1125 17th Street, Suite 2200
Denver, CO 80202

Served via Colorado Courts E-Filing

Re: Case No. 20CW3019, W.D. #6, Application of Public Service Company of Colorado

Dear Jens:

I have reviewed the proposed Ruling of Referee in Public Service Company's (PSCo's) application for finding of reasonable diligence on its conditional water rights in the Wessels Canal in the amounts of 37.15 cfs for domestic and industrial uses and 52.5 cfs for irrigation, stockwatering, piscatorial and recreation uses. These water rights are nearly 60 years old and have not been needed or been able to divert since they were first decreed. This raises several questions about whether these water rights will ever be developed or are needed by PSCo. *Muni. Subdistrict, Northern Colorado Water Conservancy Dist. v. Oxy USA, Inc.*, 990 P.2d 701, 709 (Colo. 1999) ("If a water right initially clears the anti-speculation hurdle, yet later becomes speculative, then the project is not moving toward completion and beneficial use.").

Please describe how PSCo intends to develop these water rights for the decreed uses. For example, PSCo apparently has not used these water rights for irrigation, watering of livestock, raising fish, or to recreate with. How will PSCo use this water right at its current decreed points of diversion? If there is no plan, then these water rights should be cancelled. *Id.* ("The anti-speculation doctrine initially was intended to prohibit the entry of conditional decrees when the holder had nothing more than an intent to sell the right at an unknown time in the future for profit.")

Similarly, what is the plan to put these rights to domestic and industrial uses? It is my understanding that PSCo intends to close the Hayden Generating Station where these water rights are to be used in the next few years eliminating the need for any industrial use, and presumably domestic use by future employees. Absent a plan or a need, these uses should be cancelled.

In the finding of an integrated system, the Ruling suggests PSCo is holding the conditional right to supply “potential additional or replacement generating facilities.” What are those new facilities? Also, has this water right been previously found to be part of an integrated system of water rights for PSCo or is this a new request?

PSCo has not previously shared its water supply plan with the Upper Yampa Water Conservancy District. Without reviewing that plan, the District is unable to determine whether PSCo “can and will” complete the appropriation, with diligence, and within a reasonable time. § 37-92-305(9)(b). Nor can the District determine whether water that has not been diverted in 60 years is physically available and necessary to for its decreed purposes.

Finally, please explain how the diligence activities described in paragraph 3.2 though 3.5 constitute a “project specific effort” to develop the remaining conditional uses and amounts to the Wessels Canal. *Muni. Subdistrict, Northern Colorado Water Conservancy Dist. v. Getty Oil Co.*, 997 P.2d 557, 563 (Colo. 2000).

We reserve the right to raise additional questions and issues based on your responses.

Sincerely,

By: 

Scott Grosscup

Andy Rossi

From: Gilbert, Graham <ggilbert@swlaw.com>
Sent: Tuesday, July 13, 2021 6:02 PM
To: Andy Rossi; Scott Grosscup; Bob Weiss
Subject: RE: Water Horse Resources Lawsuit
Attachments: Water Horse Motion for Summary Judgment.pdf

Andy, Bob, and Scott,

Today Water Horse moved for summary judgment. I have only skimmed the Motion at this point (it is attached). Water Horse's core argument appears to be that Article IX(a) of the Upper Basin Compact requires approval of the application. In addition, Water Horse argues that its application will be accounted for as part of Colorado's Compact share and that the application is "well within" Colorado's remaining Compact apportionment.

The default rule gives the State Engineer 14 days to reply. Though I expect they will ask for an extension.

I will plan to discuss this with you in greater detail on Monday.

Best,

Graham

Mark F. James (5295)
Mitchell A. Stephens (11775)
JAMES DODGE RUSSELL & STEPHENS, P.C.
10 West Broadway, Suite 400
Salt Lake City, Utah 84101
Telephone: (801) 363-6363
Email: mjames@jdrsllaw.com
mstephens@jdrsllaw.com

Glenn E. Porzak (2793) (*Pro Hac Vice*)
PORZAK BROWNING & BUSHONG LLP
2120 13th Street
Boulder, CO 80302
Telephone: (303) 443-6800
Email: gporzak@pbblaw.com

Wayne F. Forman (14082) (*Pro Hac Vice*)
BROWNSTEIN HYATT FARBER SCHRECK, LLP
410 17th Street, 22nd floor
Denver, CO 80202
Telephone: 303-223-1100
Email: wforman@bhfs.com

Attorneys for Water Horse Resources, LLC

**IN THE EIGHTH JUDICIAL DISTRICT COURT
IN AND FOR DAGGETT COUNTY, STATE OF UTAH**

WATER HORSE RESOURCES, LLC
a Colorado limited liability company,

Plaintiff,

vs.

TERESA WILHELMSSEN, in her official
capacity as the Utah State Engineer,

Defendant.

**WATER HORSE RESOURCES, LLC's
MOTION FOR SUMMARY
JUDGMENT**

Case No. 210800001

Judge Edwin T. Peterson

Plaintiff Water Horse Resources, LLC (“Water Horse”), by and through its attorneys, seeks summary judgment pursuant to Utah Rule of Civil Procedure (“U.R.C.P.”) 56 on its claim that the Order of the State Engineer dated November 17, 2020 (“Order”) violates Article IX(a) of the Upper

Colorado River Basin Compact, and that the Water Horse’s application for a conditional water right for an interstate diversion of water from the Green River is proper and should be approved as a matter of law. As grounds for this motion, Water Horse states as follows:

I. INTRODUCTION

1. This matter involves an application that seeks a conditional permit to divert water from the Green River near Browns Park in Daggett County within the state of Utah for beneficial uses within the Colorado Front Range Corridor (the “Project”). Water from the Project would be conveyed to Colorado by a pipeline largely located along the existing I-80 federal energy corridor.

2. Under Utah law, an appropriator is entitled to a conditional permit and the opportunity to obtain other required permits and property rights necessary to perfect its water right and apply water to beneficial use. Utah Code Ann. § 73-3-10(3)(b)-(c) (“If an application is approved, the applicant may, upon receipt of the approved decision: . . . take any steps required to apply the water to the use described in the application[] and perfect the proposed application.”) “The State Engineer’s ‘approval of an application to appropriate is only a preliminary step . . . It confers upon the applicant no perfected right to the use of water.’ Rather, ‘[i]t merely clothes the applicant with authority to proceed and perfect, if he can, his proposed appropriation by the actual diversion and application of the water claimed to a beneficial use.’” *HEAL Utah v. Kane Cnty. Water Conservancy Dist.*, 378 P.3d 1246, 1250 (Utah App. 2016) (quoting *Little Cottonwood Water Co. v. Kimball*, 289 P. 116, 118 (Utah 1930)).

3. Water Horse submitted its Application to Appropriate on January 12, 2018, which was assigned Water Right No. 41-3747, Application No. A81080 (“Application”) (**Exhibit A**). The Application was subsequently denied by the Order (**Exhibit B**) after an informal

administrative hearing on November 7, 2018, in Salt Lake City, Utah with State Engineer Wilhemsen acting as the presiding officer under Utah Code Ann. § 63G-4-203.

4. The Complaint in this case was filed pursuant to Utah Code Ann. § 73-3-14, which provides that a “person aggrieved by an order of the state engineer may obtain judicial review in accordance with Title 63G, Chapter 4, Administrative Procedures Act, and this section.” Utah Code Ann. § 73-3-14(1)(a).

5. Utah Code Ann. § 63G-4-402 provides that the “district courts have jurisdiction to review by trial de novo all final agency actions resulting from informal adjudicative proceedings.” Utah Code Ann. § 63G-4-402(1)(a). The Order is a final agency action resulting from informal adjudicative proceedings. Utah Admin. Code R655-6-2. Further, a “petition for judicial review of informal adjudicative proceedings shall be a complaint governed by the Utah Rules of Civil Procedure.” Utah Code Ann. § 63G-4-402(2)(a).

6. Judicial review of a final informal agency action under Utah’s Administrative Procedures Act (“UAPA”) (section 63G-4-402(1)(a)) “requires that the district court’s review of informal adjudicative proceedings be performed by holding a new trial rather than by reviewing the informal record.” *Archer v. Board of State Lands & Forestry*, 907 P.2d 1142, 1144 (Utah 1995) (citing *Cordova v. Blackstock*, 861, P.2d 449, 451 (Ut. Ct. App. 1993)). “A district ‘court does not have discretion to review an informal adjudicative proceeding by any method other than a trial de novo,’ as mandated by UAPA.” *Id.* at 1145. In the trial de novo, the court “shall determine all questions of fact and law and any constitutional issues presented in the pleadings.” Utah Code Ann. § 63G-4-402(3)(a). This motion for summary judgment is filed to determine a dispositive question of law presented in the pleadings.

II. LEGAL STANDARDS

1. Summary Judgment

“A party may move for summary judgment, identifying each claim or defense... on which summary judgment is sought.” U.R.C.P. 56(a). “The court shall grant summary judgment if the moving party shows that there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law.” *Id.* A motion for summary judgment must contain a statement of material facts claimed not to be genuinely disputed. *Id.* at (a)(1). “The purpose of summary judgment is to eliminate the time, trouble, and expense of trial when it is clear as a matter of law that the party ruled against is not entitled to prevail.” *Amjacs Interwest, Inc. v. Design Assocs.*, 635 P.2d 53, 54 (Utah 1981) (citing *Holbrook Co. v. Adams*, 542 P.2d 191 (Utah 1975)).

2. Interstate Water Compacts and Interpretation

Under the United States constitution, an interstate compact must be approved by Congress to be given effect, at which point it becomes a law of the United States. U.S. Const. art. I, § 10, cl.

3. “One consequence of this metamorphosis is that, unless the compact to which Congress has consented is somehow unconstitutional, no court may order relief inconsistent with its express terms.” *Texas v. New Mexico*, 462 U.S. 554, 564 (1983).

“Interstate compacts are construed as contracts under the principles of contract law.” *Tarrant Reg'l Water Dist. v. Herrmann*, 569 U.S. 614, 628, (2013) (citing *Texas v. New Mexico*, 482 U.S. 124, 128 (1987)). As with any contract, a court begins “by examining the express terms of the Compact as the best indication of the intent of the parties.” *Id.*; see also Restatement (Second) of Contracts § 203 (1981); *Montana v. Wyoming*, 563 U.S. 368, 375, n.4 (2011) (“As with all contracts, we interpret the Compact according to the intent of the parties, here the signatory

States.”) If the text of an interstate compact is ambiguous, courts must then “turn to other interpretive tools to shed light on the intent of the Compact’s drafters.” *Tarrant*, 569 U.S. at 631.

III. STATEMENT OF UNDISPUTED FACTS

1. This motion seeks an interpretation of the Upper Colorado River Basin Compact (“Upper Basin Compact”), which is codified in Utah statute at Utah Code Ann. § 73-13-10 and in Colorado at Colorado Revised Statutes § 37-62-101-106.

2. The intent of the Upper Basin Compact is to apportion the Upper Basin states’ allocation of water within the Colorado River Basin, which includes the Green River, based on each state’s beneficial consumptive use under the 1922 Colorado River Compact. Upper Basin Compact, Arts. I(a), III(b)(2).

3. The place of beneficial consumptive use for the Project is in Colorado.

4. The Colorado River Compact was entered into by the States of Utah, Colorado, Wyoming, New Mexico, Arizona, Nevada and California and approved by an Act of Congress of the United States of America (42 Statutes at Large, page 171), and the acts of the legislatures of the seven states. Utah Code Ann. § 73-12a-1 *et seq.* The Colorado River Compact divides the Colorado River, including all tributaries, into an Upper and Lower Basin. The boundary between the two basins is at Lee Ferry, Arizona (see the map attached as **Exhibit C**¹).

5. The Upper Basin states are Wyoming, Colorado, most of New Mexico and Utah, and that part of Arizona above Lee Ferry. The Lower Basin states are Nevada, California, most of Arizona, and parts of Utah and New Mexico. Upper Basin Compact, Art. II(c), (d), (f) and (g).

¹ CHAS. V. STERN AND PERVAZE A. SHEIKH, MGMT. OF THE COLO. RIVER: WATER ALLOCATIONS, DROUGHT, AND THE FED. ROLE, CONG. RSCH. SERV., (Dec. 15, 2020), at p. 3.

6. Article III(a) of the Colorado River Compact contains the allocation between the Upper and Lower Basins: “There is hereby apportioned . . . in perpetuity to the Upper Basin and to the Lower Basin . . . the exclusive beneficial consumptive use of 7,500,000 acre feet² per annum”

7. Article III(b) of the Colorado River Compact is an additional allocation to Lower Basin states: “In addition to . . . paragraph (a) the Lower Basin is hereby given the right to increase its beneficial consumptive use . . . by one million acre feet per annum.”

8. Article III(d) of the Colorado River Compact further provides: “The states of the Upper Division will not cause the flow . . . at Lee Ferry to be depleted below an aggregate of 75,000,000 acre feet for any period of ten consecutive years”

9. The Upper Basin Compact was entered into among the States of Utah, Colorado, Wyoming, New Mexico and Arizona, which are the Upper Basin states under the Colorado River Compact, on October 11, 1948. Upper Basin Compact, Art. XXI. The Upper Basin Compact was approved by Congress on April 6, 1949, ch. 48, 63 Stat. 31. Article III(a)(2) divides the consumptive use allocated to the Upper Basin states under the Colorado River Compact by providing Arizona with 50,000 consumptive acre feet per year, with the remainder allocated as follows:

- 51.75% to Colorado
- 23.00% to Utah
- 14.00 % to Wyoming
- 11.25% to New Mexico

² An acre foot of water is the amount of water that would cover an acre of ground one foot deep. It equals 325,851 gallons.

10. Article IX(a) of the Upper Basin Compact states as follows:

No State shall deny the right of the United States of America and, subject to the conditions hereinafter contained, **no State shall deny the right of another signatory State, any person, or entity of any signatory State to acquire rights to the use of water or to construct or participate in the construction and use of diversion works and storage reservoirs with appurtenant works canals and conduits in one State** for the purpose of diverting, conveying, storing, regulating and releasing water to satisfy the provisions of the Colorado River Compact relating to the obligation of the States of the Upper Division to make deliveries of water at Lee Ferry or **for the purpose of diverting, conveying, storing, or regulating water in an upper signatory State for consumptive use in a lower signatory State, when such use is within the apportionment to such lower State made by this Compact.**

(emphasis added). A copy of the entire Upper Basin Compact is attached as **Exhibit D**.

11. The state of Utah “unconditionally ratified, approved and confirmed” the Upper Basin Compact. Utah Code Ann. § 73-13-9 (1953).

12. Given the upstream location of the proposed points of diversion of the Project on the Green River in Utah before the Green River enters Colorado, Colorado is the lower signatory State in relation to Utah (see map attached as **Exhibit E**, included as part of the introduction to the OPERATION OF FLAMING GORGE DAM FINAL EIS EXECUTIVE SUMMARY, BUREAU OF RECLAMATION, (Sept. 2005).

13. Water Horse is a limited liability corporation in the State of Colorado.

IV. ARGUMENT

A. The State Engineer’s Denial of Water Horse’s Application Violated its Right Under Article IX(a) to Divert Water From the Green River in Utah for Use in Colorado.

The express language of Article IX(a) of the Upper Basin Compact prohibits the State Engineer from denying Water Horse’s Application. That clause states that “no State shall deny the right of any person, or entity of any signatory State to acquire rights to the use of water... in an

upper signatory State for consumptive use in a lower signatory State.” Here, the State Engineer acted on behalf of the State of Utah to deny Water Horse, which is an entity of a signatory state, the right to acquire water for use in Colorado. As shown in Exhibit E, Colorado is a lower signatory State. The Court does not need to look any further than the plain language of Article IX(a) to determine that the State Engineer’s Order violates the Upper Basin Compact.³

The U.S. Supreme Court case of *Tarrant Reg'l Water Dist. v. Herrmann*, 569 U.S. 614, 628, (2013) confirms this interpretation. In that case, Tarrant, a state water agency, sought to divert water from within Oklahoma. Tarrant asserted that Oklahoma state law conflicted with, and was preempted by, the Red River Compact which, by not restricting cross-state diversions, thereby authorized one signatory state to divert water from another signatory state. In rejecting Tarrant’s interpretation that the Red River Compact’s silence on the issue should be interpreted in affirming cross-state diversions, the Court reviewed the language of other interstate water compacts, including the Upper Basin Compact, that expressly authorized cross-state diversions:

Many of these other compacts feature language that *unambiguously* permits signatory States to cross each other's borders to fulfill obligations under the compacts...*See, e.g.,...* Upper Colorado River Basin Compact, Art. IX(a), 63 Stat. 37 (“[N]o State shall deny the right of another signatory State ... to acquire rights to the use of water ... in an upper signatory State for consumptive use in a lower signatory State”).

Tarrant 569 U.S. at 633, n.12. (emphasis added).

³ This right of states and their persons and entities to enter another signatory state to divert a state’s allocation of water under the Upper Basin Compact was so important to the signatory states that they gave one another the right to acquire necessary property rights in the other state: “Any signatory state, any person or any entity of any signatory state shall have the right to acquire such property rights as are necessary to the use of water in conformity with this compact in any other signatory state by donation, purchase or through the exercise of the power of eminent domain.” Upper Basin Compact, Art. IX(b).

Although the *Tarrant* case involved a state agency, as opposed to a private company like Water Horse, its interpretation of Article IX(a) of the Upper Basin Compact applies with equal force to signatory states and private entities within them under the plain language of the provision : “no State shall deny the right of another signatory *State*, any person, *or entity of any signatory State* to acquire rights to the use of water... in one State... for the purpose of diverting, conveying, storing, or regulating water in an upper signatory State for consumptive use in a lower signatory State, when such use is within the apportionment to such lower State made by this Compact.” (Emphasis added). Under the Supreme Court’s interpretation of Article IX(a), Water Horse, a Colorado limited liability company, has the unambiguous right to enter Utah to divert a portion of Colorado’s allocation under the Upper Basin Compact for use in Colorado.

The State Engineer’s Order ignored Article IX(a) and instead relied upon the terms of Utah’s export statute, Utah Code Ann. § 73-3a-101, *et seq.*, to deny Water Horse’s application for a conditional permit. But as the Supreme Court stated in *Tarrant*, if a provision of an interstate compact authorizes cross-state diversions that are prohibited by state law, the federal compact provision preempts any conflicting state law. *Tarrant*, 569 U.S. at 627-28. Accordingly, the State Engineer’s reliance on Utah’s export statute violated Water Horse’s right secured by Article IX(a) of the Upper Basin Compact and is preempted under this federal law.

B. Compliance with the Upper Basin Compact Satisfies Utah's Export Statute.

The state of Utah “unconditionally ratified, approved and confirmed” the Upper Basin Compact and has incorporated it into the State’s water code. Utah Code Ann. § 73-13-9. It is therefore enforceable as a matter of state, as well as federal, law. And though the State Engineer applied Utah’s water export statute to deny the Application, Utah law recognizes that compliance with an interstate compact satisfies the purpose and requirements of that statute.

Utah Code Ann. § 73-3a-101, *et seq.* governs water exports from the state. Section 101(1), the policy statement justifying the water export statute, provides that the state of Utah, to ensure the welfare of its citizens, is dedicated to conserving water resources, providing adequate water supplies, ensuring the state’s waters are available to meet the state’s requirements and controlling water resources in a manner that is in the best interest of the public. Section 101(2), in turn, provides that the state’s interstate compacts satisfy these goals: “To fulfill the policy stated in Subsection (1), the state of Utah has entered into interstate compacts on several of the state’s streams that flow outside the state.” Accordingly, compliance with the state’s various interstate compacts, including the Upper Basin Compact, necessarily meets the goals and requirements of the water export statute. That statute cannot be applied to thwart the Application which is consistent with the terms of the Upper Basin Compact.

C. In any Case, the Upper Basin Compact Limits the Effect of a State's Water Law to An Interstate Diversion.

Under Article IX of the Upper Basin Compact, the Upper Basin states agreed that they would not deny interstate diversions within each state’s compact allocation, but also that their existing in-state water rights would be protected from interstate appropriators. After assuring the rights of interstate appropriators to divert water within their state’s compact share, that article continues that

the rights of the cross-state diverter “shall be subject to the rights of water users, in a state in which such reservoir or works are located, to receive and use water, the use of which is within the apportionment to such state by this compact.” This means that Water Horse’s appropriation from the Green River is junior to all of the more senior Utah rights that are within Utah’s apportionment.

The Upper Basin Compact correspondingly circumscribes the extent of a host state’s laws that may be applied to an interstate diversion. Article IX(c) states as follows: “Should any facility be constructed in a signatory state by and for the benefit of another signatory state or states or the water users thereof, as above provided, the construction, repair, replacement, maintenance and operation of such facility shall be subject to the laws of the state in which the facility is located, except [with respect to reservoirs, where the host state must allow the storage and release of water if the Upper Colorado River Commission says the water is within the apportionment of the appropriating state].” Accordingly, the only Utah state laws that may be applied to Water Horse’s appropriation from the Green River are those governing the construction of intakes, pumps and pipelines.

The Upper Basin Compact strikes a careful balance of protecting the host state’s water users by making the cross-state diversion the junior-most water right in the basin, but prohibiting the host state from applying its water laws to prevent a water user from another state from diverting water that is within its home state’s compact allocation. As applied here, Water Horse’s conditional permit from the Green River, once perfected, is subject to administration by the Utah State Engineer as junior to all permitted water rights that are senior to Water Horse’s 2018 priority. But the Utah State Engineer may not apply the state’s water export statute to deny the conditional

permit. It may only regulate Water Horse's diversion and storage structures within the state to ensure that they are properly constructed.

There are no contested issues of fact. The Court should order that, as a matter of law, Water Horse is entitled to a conditional permit from the Green River to divert water within Colorado's allocation under the Upper Basin Compact that is to be administered by the Utah State Engineer with a 2018 priority.

D. The State Engineer's Finding that There was Insufficient Evidence that Water Horse's Diversions Would Be Allocated to Colorado's Compact Share was Erroneous as a Matter of Law.

The State Engineer's Order determined that Water Horse provided insufficient proof that the water it sought to divert under a conditional permit would be allocated to the state of Colorado's, as opposed to Utah's, Upper Basin Compact share. Specifically, the State Engineer required nothing less than confirmation by Colorado state water officials of their acceptance of that allocation. But Colorado, through the Upper Basin Compact, has already agreed to the allocation of water to the state in which water is to be used, regardless of the state from which the water is diverted.

Article III(a) of the Upper Basin Compact apportions to each of the Upper Basin States the "consumptive use per annum" of the total consumptive use per annum available under the Colorado River Compact. "The apportionment made to the respective states by paragraph (a)...is based upon, and shall be applied in conformity with, the following principles and each of them: (1)The apportionment is of any and all man-made depletions; (2) Beneficial use is the basis, measure and the limit of the right to use." Art. III(b)(1), (2). These terms unambiguously apportion the consumptive use of water under the Upper Basin Compact to the state in which the beneficial

use of water is occurring. Further support for this position that the place of use determines which state is charged with the Compact allocation is found in the express language of Article IX(a) of the Upper Basin Compact, which prevents an upper signatory State from denying any entity of a lower signatory State the right to divert water in the upper State “when such use is within the apportionment to such lower State made by this Compact.”

Indeed, this principle is replete throughout the Upper Basin Compact, including with regard to specific tributaries that were allocated between relevant Upper Basin states. For example, with regard to the Yampa River, a tributary of the Green River located in Colorado, the Upper Basin Compact provides that, as between Utah and Colorado, “[a]ll consumptive use...shall be charged under the apportionment of article III hereof to the state in which the use is made; provided, that consumptive use incident to the diversion, impounding or conveyance of water in one state for use in the other shall be charged to the latter state. Art. XIII(b). *Accord* Art. XII(e) (regarding tributaries of the Green River allocated between Utah and Wyoming); Art. XI(g) (regarding the Little Snake River between Colorado and Wyoming). Art. XIV(e)(regarding the San Juan River between Colorado and New Mexico).

Any other interpretation would not only be contrary to the plain language of the Upper Basin Compact, it would be nonsensical. The Upper Basin Compact could not reasonably be interpreted as ensuring under Article IX(a) a state’s right to divert water for its use from within another state’s boundaries, only to then charge that state with the consumptive use benefitting the diverter. Accordingly, Colorado, as a signatory to the Upper Basin Compact, has no discretion on whether depletions from the Project are attributed to its Compact apportionment. Water Horse’s diversions from the Green River in Utah for beneficial use within Colorado must, as a matter of

federal and state law, be apportioned to Colorado's allocation of water under the Upper Basin Compact. The State Engineer's denial of the Application on the grounds that she had insufficient evidence of this apportionment was erroneous as a matter of law. And in any case, the State Engineer could have easily resolved her concerns by granting the Application and imposing a condition on the conditional permit that the Project water appropriated by the Application must be accounted for under Colorado's allocation under the Upper Basin Compact. Such a condition would be consistent with, and not preempted by, the terms of the Upper Basin Compact.

The principle that the depletions must be attributed to the state in which beneficial use occurs under the Upper Basin Compact is consistent with other proposed and existing interstate diversions in the Upper Basin. Such projects include the Lake Powell Pipeline to benefit western Utah with a point of diversion in Arizona that will be charged against Utah's Compact entitlement. The San Juan – Chama project is another water development where water is diverted in Colorado and transported to a terminal reservoir in New Mexico near Chama for northern New Mexico and Santa Fe. This diversion is charged against New Mexico's Compact allocation.

The State of Colorado's own export statute applies the principle that the state in which the place of use occurs must account for that use under its interstate compact entitlements. A water export in Colorado shall not be approved "unless the amount of water so diverted or appropriated and transported into such other state or states is credited as a delivery to such other state or state by Colorado of water to which such other state or states may be or claim to be entitled from such interstate source under an existing interstate compact or otherwise." C.R.S. § 37-81-103(1).

E. The 55,000 Acre Feet Per Year Sought by the Application is Well Within Colorado's Remaining Compact Apportionment.

The depletions accounted for by all of the Upper Basin states are publicly available on the Upper Colorado River Commission's website: <http://www.ucrcommission.com/RepDoc/DepSchedules/CurFutDemandSchedule.pdf> (Colorado on p. 2); <http://www.ucrcommission.com/RepDoc/DepSchedules/2016SignedResolution.pdf> (2017 Upper Colorado River Commission resolution approving schedules). Attached as **Exhibit F** are the December 2016 current and projected depletion demand schedules of each Upper Basin state, as well as the Commission's June 6, 2017 Resolution approving the use of the attached depletion schedules for use in planning and water supply study purposes within the Colorado River Basin. These are the most current depletion demand schedules available for the Upper Basin States that have been approved by the Upper Colorado River Commission, as evidenced from the Commission's website.

As reflected in those tables, as of December 31, 2016, Colorado projected that by the end of the year 2020, its total forecasted depletions within the Colorado River Basin would equal 2.664 million acre-feet of water. In a January, 2011 report issued by the Colorado Water Conservation Board ("CWCB") entitled "Colorado Water Supply Future, Statewide Water Supply Initiative 2010"⁴, the CWCB reported on its determination of Colorado's remaining compact share of water under the Colorado River compacts: "Depending upon the interpretation of the compacts, other laws, and the long-term hydrology of the Colorado River system, Colorado's right to the amount of water that can be consumed under the compacts may range from 3,079,000 AFY to 3,855,000

⁴ https://dnrftp.state.co.us/CWCB/SWSI%202010%20-%20Archived/SWSI2010-FullReport_Final.pdf

AFY. Colorado's existing CU [consumptive use] of Colorado River system water is estimated to be in the range 2,417,000 AF to 2,634,000 AF (CWCB 2009).”

Assuming the minimum Compact allocation of 3,079,000 acre feet per year and taking the Upper Colorado’s River Commission’s approved water use figure of 2,664,000 acre feet leaves the state of Colorado with 415,000 acre feet of remaining apportionment under the Upper Basin Compact, nearly eight times the 55,000 acre feet sought by Water Horse’s Application. Therefore, the Application seeks an appropriation of water well within Colorado’s apportionment under the Upper Basin Compact.

V. CONCLUSION

Given the clear language of Article IX(a) of the Upper Basin Compact that “no State shall deny the right of any person, or entity of any signatory State to acquire rights to the use of water... in an upper signatory State for consumptive use in a lower signatory State,” and the uncontested fact that the Project water sought by the application will be accounted for under Colorado’s Compact allocation, the State Engineer had no authority to deny the Application. By denying the Application, the State Engineer violated the Upper Basin Compact’s clear mandate not to deny Water Horse’s right to develop and use water that is part of Colorado’s allocation. For this reason, the State Engineer’s Order must be reversed and the Application should be approved.

DATED: July 13, 2021.

JAMES DODGE RUSSELL & STEPHENS

/s/ Mark F. James

Mark F. James (5295)

Mitchell A. Stephens (11775)

PORZAK BROWNING & BUSHONG LLP

Glenn E. Porzak (CO 2793) (pro hac vice)

BROWNSTEIN HYATT FARBER SCHRECK, LLP

Wayne F. Forman (CO 14082) (pro hac vice)

Attorneys for Water Horse Resources, LLC

CERTIFICATE OF SERVICE

I hereby certify that, on the 13th day of July, 2021, I caused a true and correct copy of the foregoing **WATER HORSE RESOURCES, LLC's MOTION FOR SUMMARY JUDGMENT** to be served via the Court's electronic filing system on all counsel of record.

/s/ Jordan Pate _____
Jordan Pate





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/14/21

Item: Board Governance Committee

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District (UYWCD) Board of Directors Governance Committee met on June 2, 2021, to review the UYWCD Board Governance Manual. Suggestion for updates and minor revisions to the manual were proposed by the committee. The UYWCD staff and General Counsel are implementing the suggested revisions and the proposed edits to the document will be presented for final review and discussion by the UYWCD Board of Directors Governance Committee at the upcoming August 18, 2021, UYWCD Committees meeting.

II. Summary and Alternatives:

NA

III. Staff Recommendation:

NA

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 07/13/21

Item: Moffat County Water Matters

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Representatives from Moffat County will provide the Upper Yampa Water Conservancy District Board of Directors with a verbal summary update on current water resources management activities in Moffat County. Topics to be discussed will include lower basin over-appropriation designation, augmentation water supply development, and potential flow needs in the Yampa River.



BOARD COMMUNICATION FORM

From: Lyn Halliday

Date: 7/13/21

Item: Upper Yampa River Watershed Group Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Watershed Group (UYWG) has been working on nutrient and sediment management as it relates to watershed health since 2014. Both the 2014 UY State of the Watershed Report and the 2016 UY Watershed Plan have identified nutrient and sediment loading as a subject of concern.

Recently a study was commissioned by the UYWG for the U.S. Geological Survey to analyze nutrient and sediment loading watershed-wide. Based on findings, trends have been identified in the sub-watershed above Stagecoach Reservoir that signal the need to further evaluate sources and develop an implementation strategy for the purpose of protecting the reservoir and its source waters.

Interest has been heightened by the closure of Steamboat Lake in the summer of 2020 due to toxic cyanobacteria commonly exacerbated by increased nutrients and algal blooms.

II. Summary and Alternatives:

A proposal has been developed to address this concern and is intended to collaboratively analyze data on human and environmental factors that contribute to algal blooms in the Upper Yampa Watershed ending at Stagecoach Reservoir. The collaboration will include all relevant stakeholders. Initial factors to be analyzed will be carbon, nitrogen, phosphorus, and various forms of organic matter concentrations and loading as influenced by 1) upland and riparian, landscape scale management practices; 2) atmospheric interactions; 3) geologic contributions; 4) decomposition of in-reservoir submerged vegetation and soil and sediment organic matter; 5) recreation inputs; 6) wastewater sources; 7) temperature and precipitation patterns (drought); and 8) inevitable wildfires. The methodology is further outlined and detailed in the attached summary and slide deck.

Bob Woodmansee from the UYWG would like to present this proposal formally to the UYWCD Board as an agenda item at a future meeting for consideration and potential funding partnerships.

III. Staff Recommendation:

IV. Legal Issues:

n/a

V. Consistency with Board Goals and Policies:

Goal 7, UYWCD Strategic Plan

Attachments:

Attachment 1: Proposal Summary

Attachment 2: Slide Deck

Water Quality in the Upper Yampa River Watershed and Stagecoach Reservoir

Algal Blooms: Causes and Consequences

Reservoirs, natural lakes, and ponds and streams in the Western United States are experiencing unprecedented algal (cyanobacteria) blooms, some of which produce cyanotoxins that threaten the public health and ecological health of the waters (EPA, 2019; Baron, 2021). Stagecoach Reservoir in South Routt County, Colorado is one of those waterbodies (Kay, 2020).

Human and animal exposure to cytotoxins can cause a range health effects ranging from mild skin irritation to abdominal pain, headache, sore throat, vomiting and nausea, dry cough, diarrhea, blistering around the mouth, pneumonia, and many other distressful symptoms, including death (EPA, 2019). High biomass blooms, whether of toxic or nontoxic species, can lead to very low oxygen levels in the water column (hypoxia), resulting in higher mortality rates in local fish, shellfish, invertebrate, and plant populations (EPA, 2019). Cyanotoxins can also harm pets, wildlife and livestock. Pets and other animals can be poisoned through drinking toxin-contaminated water or by swimming in waters with a cyanotoxins (EPA, 2019; Kay, 2020). **Currently, precise causes of these algal blooms are poorly understood by the scientific community. Management practices needed to mitigate adverse effects of the blooms are not known.**

This proposal describes a program intended to collaboratively analyze scientific literature, data, and modeling of human and environmental factors that contribute to algal blooms in the Upper Yampa Watershed ending at Stagecoach Reservoir. The collaboration will include relevant stakeholders and experts related to issues mentioned in the examples shown in Table 1. Landowners and land and water managers are essential stakeholders. Methodologies used to develop the program are described in Chapters 1, 10, and 13 in Woodmansee et al. (2021). Initial factors to be analyzed will be Carbon, Nitrogen, Phosphorus, and various forms for organic matter concentrations and loading as influenced by 1) upland and riparian, landscape scale management practices; 2) atmospheric interactions; 3) geologic contributions; 4) decomposition of in-reservoir submerged vegetation and soil and sediment organic matter; 5) recreation inputs; 6) wastewater sources; 7) temperature and precipitation patterns; and 8) wildfires (Table 1).

Table 1. Examples of factors to be analyzed as contributing to water quality in Stagecoach Reservoir. Not included in this table are many ecological and physical processes that control or strongly influence the processes, e.g., temperature control of decomposition of organic matter, physical weathering of rocks, etc.

Management Practices	Atmospheric Interactions	Reservoir Processes	Recreation Processes	Wastewater Inputs
Grazing management	Ambient wet/dry deposition	Emergent vegetation	Shoreline recreation (fishing, ice fishing, biking, horseback riding)	MCMWSD
Forest management	Fire smoke and debris	Algae production/ decomposition	Boats and watercraft	CPW
Hay management	Dust storms, roads, and land disturbance	Dead roots decomposition	CR 16, 18	Towns of Yampa, Phippsburg
Erosion	Climate effects and adaptation	Dead tops decomposition	Campgrounds	Septic systems
Runoff	Weathering of Phosphorous	Soil mineralization	Roads and parking lots	Upland winter pasturing
Lateral flow (return flow)	Upland and riparian ecological site and landscape scale management practices -	Sediment mineralization		Runoff from transportation corridors
Fertilization	Carbon	Sediments from		

	sequestration/ emissions	upland erosion		
Roads, trails	Climate effects and adaptation	Course woody debris		
Landscape fragmentation/ Subdivisions (Houses, barns, horses, etc.)	N-fixation by cyanobacteria	Vegetation from uplands		
Infrastructure development				

Five Phases of Program

Phase one – Initiate study of Water Quality in Stagecoach Reservoir

- **Task one** - Finalize an initial “White Paper” and presentation using literature review (initially Brown, 2014; Halliday, 2016; Kay, 2020; NTL, 2021) and recognized expert opinion (e.g., Baron, 2021). \$ 0 to \$10,000 – Dec. 31, 2021 (Drafts underway)
- **Task two** – Initiate the collaborative protocol described in Woodmansee et al. (2021). The goals of Task two are to make personal contact with all relevant stakeholders and recognized experts and present the goals of Task one. \$10,000 – June 30, 2022
- **Task three** – Establish, formalize, and implement Upper Yampa Water Quality Stakeholder Group. Identify leadership, formalize facilitator, select support personnel, and develop long-term funding plan and sources. \$10,000 – September 30, 2022.

Phase two - Begin analysis, interpretation, and conceptual and simulation modeling. \$’s and time TBD.

Phase three - Collaboratively identify factors that can be managed through application of Best (or at least better) Management Practices and those that require adaptation (precipitation and temperature, atmospheric deposition, weathering of Phosphorus, wildland fires, etc.) \$’s and time TBD.

Phase four will be to develop a state-of-the-art marketing plan targeting the various concept and technology adaption groups needed to implement watershed scale beneficial activities. \$’s and time TBD.

Phase five will be to implement the Best Management Practices watershed-wide and monitor the results. If the practices are working, continue. If not, reevaluate. \$’s and time TBD.

References

Baron, (2021). The Loch Vale Watershed: Long-term ecological research and monitoring program. <https://www.nrel.colostate.edu/investigator/jill-baron-homepage/>

Brown and Halliday, (2014). The Upper Yampa River Watershed Group: 2014 State of the Watershed Report <http://www.steamboatsprings.net/DocumentCenter/View/8714/Upper-Yampa-Watershed-Plan---May-2016?bidId=ed-Plan---May-2016?bidId=>

Halliday et al., (2016). Upper Yampa River Watershed Plan: *Protecting and Managing Long Term Health*. <http://www.steamboatsprings.net/DocumentCenter/View/8714/Upper-Yampa-Watershed-Plan---May-2016?bidId=ed-Plan---May-2016?bidId=>

Kay. (2020). Assessment of Streamflow and Water Quality in the Upper Yampa River Basin, Colorado, 1992–2018. <https://routtcountycd.com/wp-content/uploads/2021/03/USGS-Assessment-Of-Streamflow-and-Water-Quality-in-the-Upper-Yampa-River-Basin-Colorado-1992-2018.pdf>

NTL. (2021). North Temperate Lakes: US Long-Term Ecological Research Network. <https://lter.limnology.wisc.edu>

US EPA. (2019). Recommended Human Health Recreational Ambient Water Quality Criteria or Swimming Advisories for Microcystins and Cylindrospermopsin (EPA 822-R-19-001). US Environmental Protection Agency, 1-249.

Woodmansee, R. G., Moore, J. C., Ojima, D. S. and Richards, L. (eds) (2021) *Natural Resource Management Reimagined: Using the Systems Ecology Paradigm*. Cambridge: Cambridge University Press. 1-441.

Water Quality in the Upper Yampa River Watershed and Stagecoach Reservoir

Algal Blooms: Causes and
Consequences

Problem
Statement:
Deteriorating
Water
Quality in
Western
Waters

Reservoirs, natural lakes, and ponds and streams in the Western United States are experiencing unprecedented algal (cyanobacteria) blooms some of which produce cyanotoxins that threaten the public health and ecological health of the waters.



Stagecoach Reservoir

- Stagecoach Reservoir in South Routt County, Colorado is one of those waterbodies.

Health and Ecological Effects

Human, livestock, and pet exposure to cytotoxins can cause a range of health effects and ecological disruptions

Some effects can be severe!



Currently, precise causes of these algal blooms are poorly understood by the scientific and management communities.

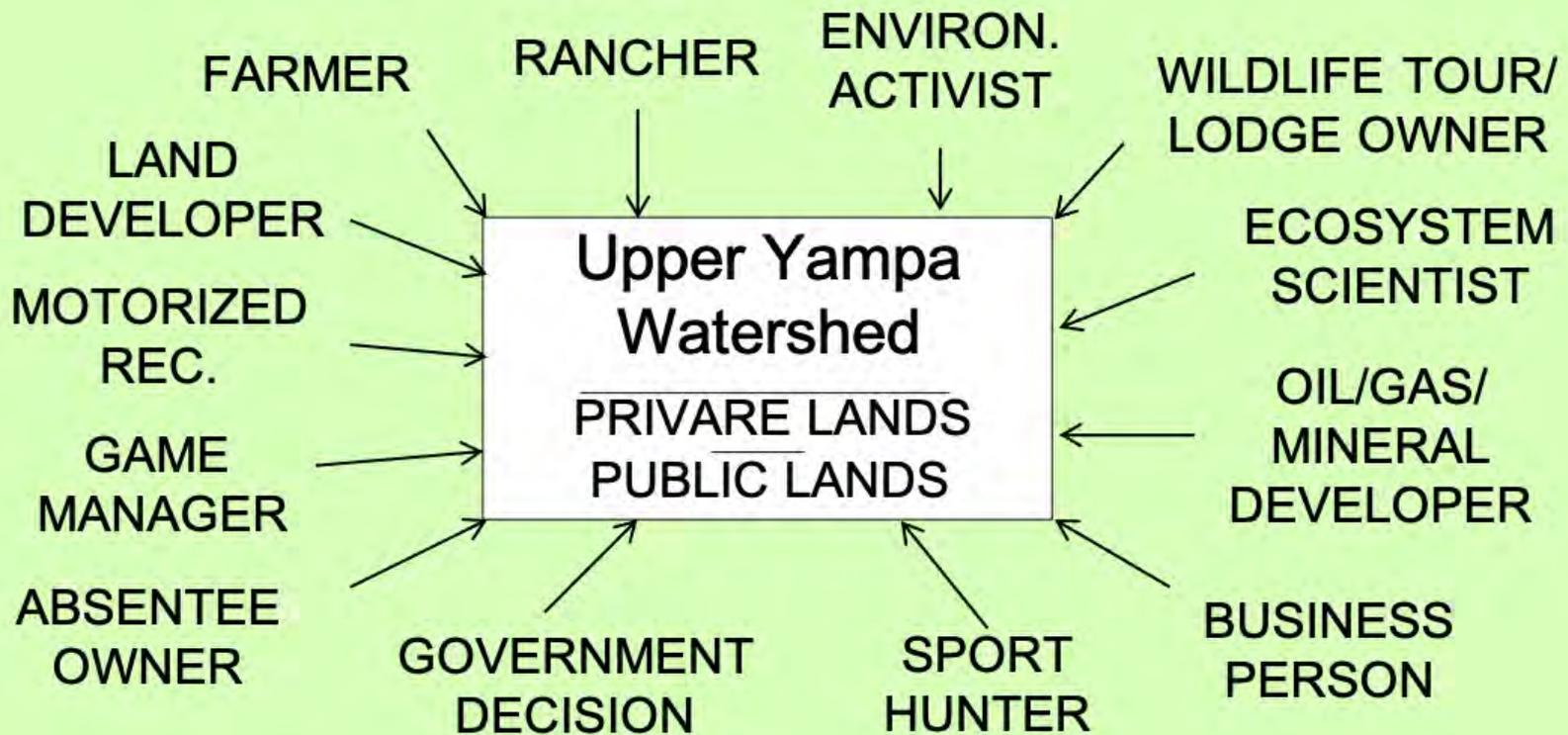
Consequently, management practices needed to mitigate adverse effects of the algal blooms are not known.



Suspected
Factors
Influencing
Algal
Population
Dynamics

- Nitrogen concentrations and loading
- P concentrations and loading
- Organic Matter concentrations and loading
- Ecological, atmospheric, hydrological, and geological processes that control nutrient availability

“WHAT YOU SEE DEPENDS ON WHERE YOU STAND”

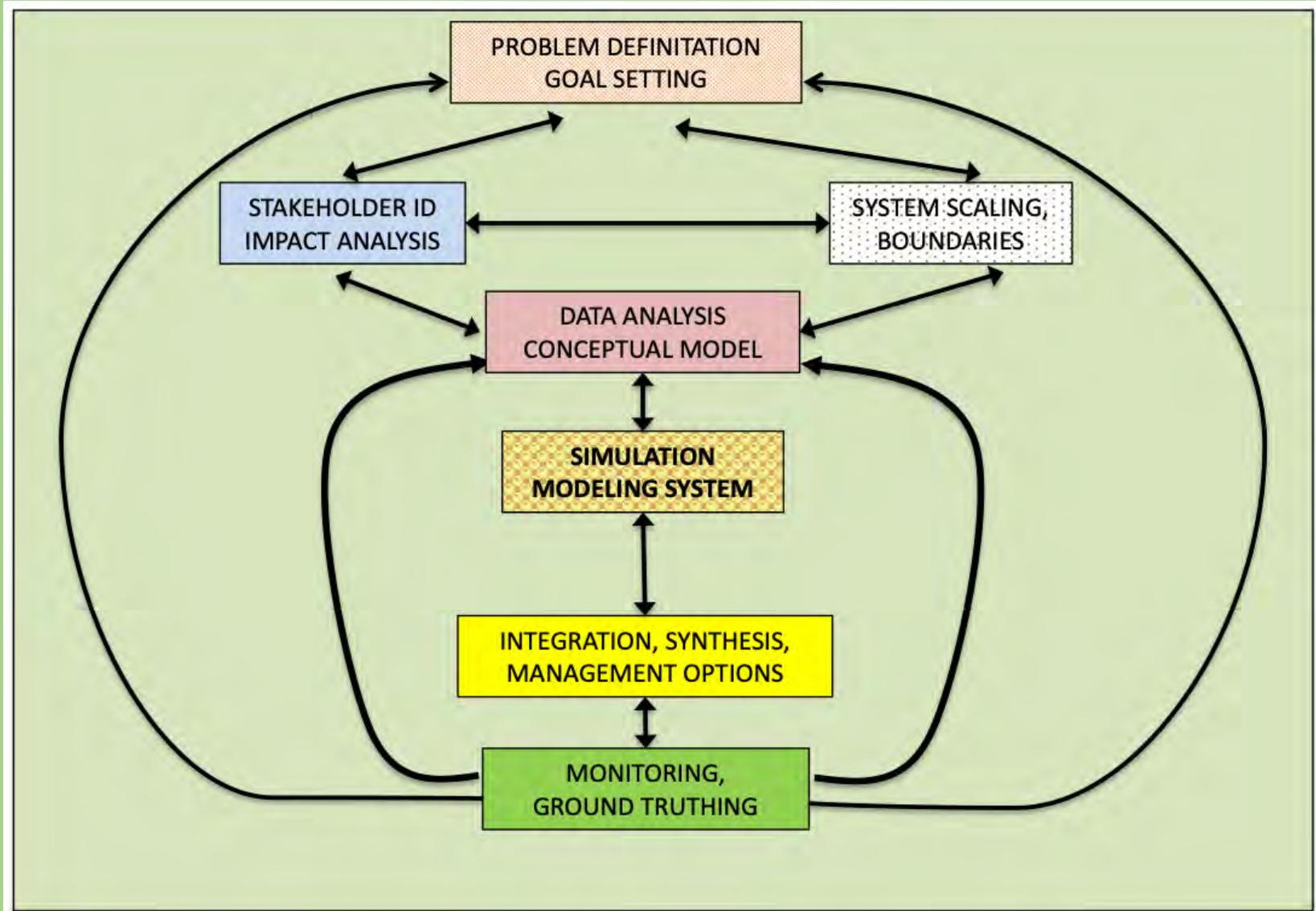


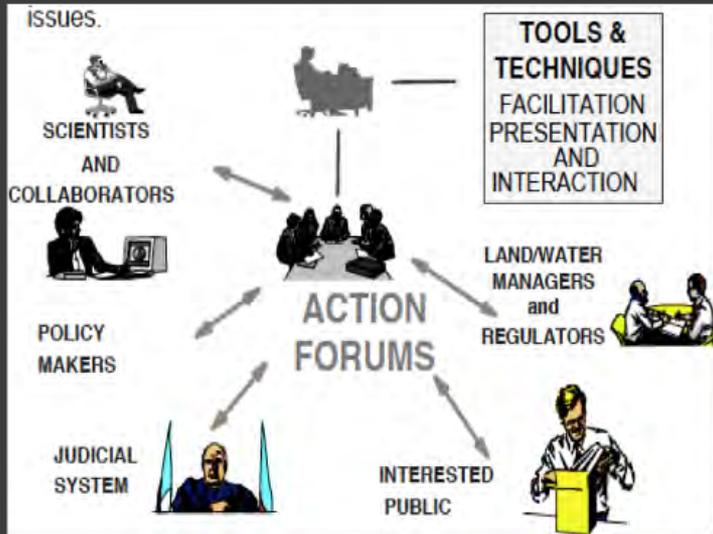
Propose to Establish
Collaborative
Stakeholder Working
Group

This proposal describes a program to analyze scientific literature, data, and modeling of human and environmental factors that contribute to algal blooms in the Upper Yampa Watershed ending at Stagecoach Reservoir.

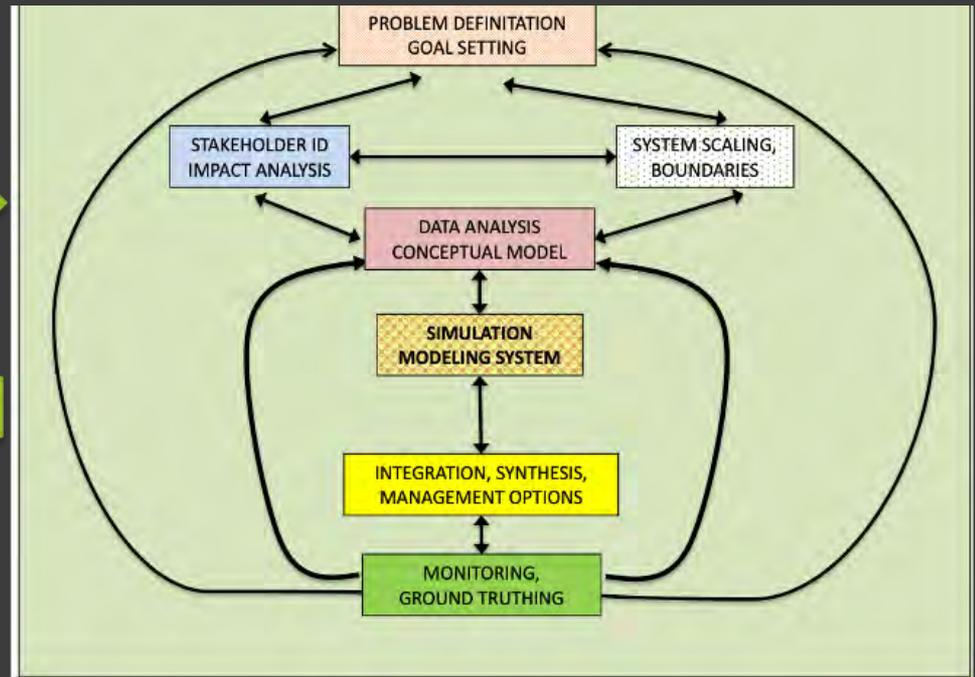
Methodology

Systems Ecology Paradigm (from Woodmansee et al. 2021)





Stakeholder Working Group



Systems Ecology Paradigm

Structured Analysis Methodology

- Land owners and land and water managers are essential stakeholders.
- **Must have their buyin!!**
- Protocol from Woodmansee et al. (2021) Ch. 10

Initial factors to be analyzed will be C, N, P, and organic matter concentrations and loading as influenced by:

Upland and riparian,
landscape scale
management
practices

Atmospheric
interactions

Geologic
contributions

Decomposition of in-
reservoir submerged
vegetation, soil
organic matter, and
lake sediments

Recreation inputs

Wastewater sources

Temperature and
precipitation
patterns (drought)

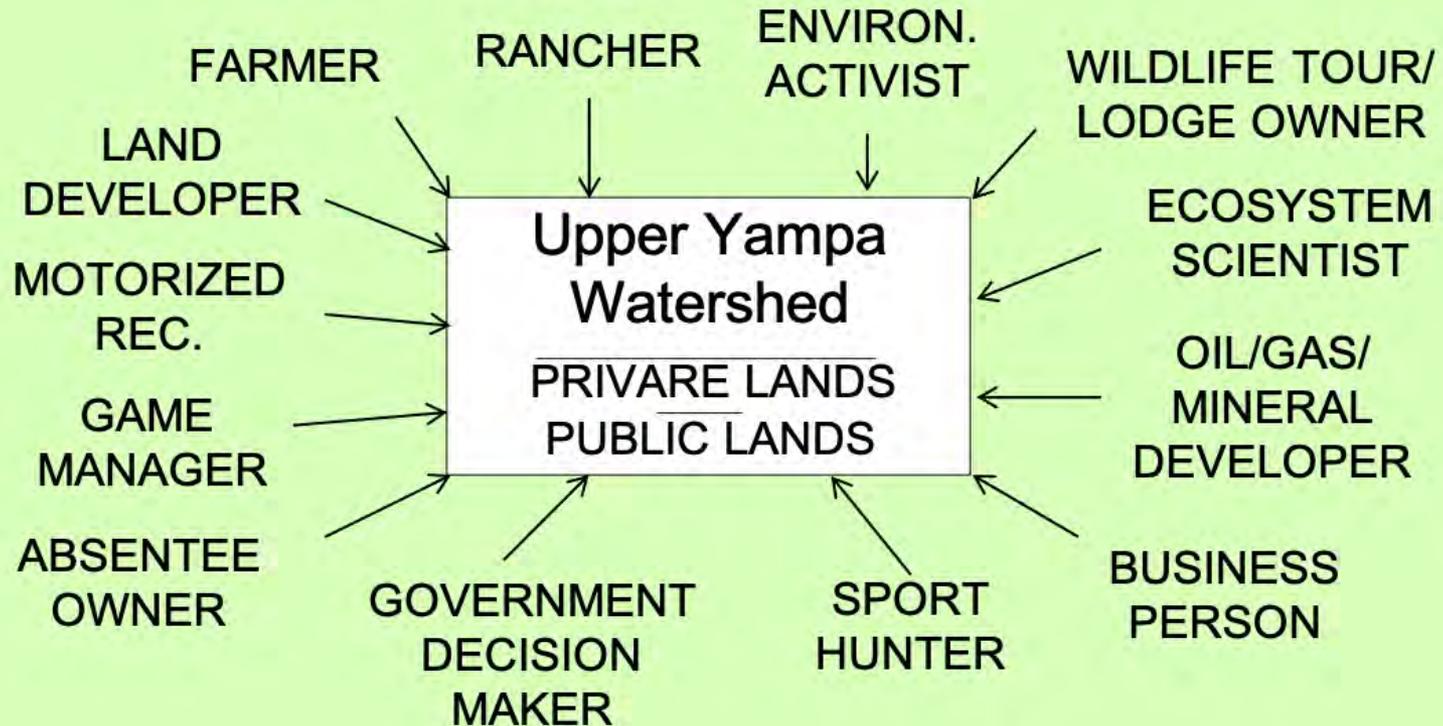
Wildfires

**Others as
revealed**

Table 1. Initial factors to be analyzed as contributing to water quality in Stagecoach Reservoir

Management Practices	Atmospheric Interactions	Reservoir Processes	Recreation Processes	Wastewater Inputs
Grazing management	Ambient wet/dry deposition	Emergent vegetation	Shoreline recreation (fishing, ice fishing, biking, horseback riding)	MCMWSD
Forest management	Fire smoke and debris	Algae production/decomposition	Boats and watercraft	CPW
Hay management	Dust storms, roads, and land disturbance	Dead roots decomposition	CR 16, 18	Towns of Yampa, Phippsburg
Erosion	Climate effects and adaptation	Dead tops decomposition	Campgrounds	Septic systems
Runoff	Weathering of Phosphorous	Soil mineralization	Roads and parking lots	Upland winter pasturing
Lateral flow (return flow)	Upland and riparian ecological site and landscape scale management practices -	Sediment mineralization		Runoff from transportation corridors
Fertilization	Carbon sequestration/ emissions	Sediments from upland erosion		
Roads, trails	Climate effects and adaptation	Course woody debris		
Landscape fragmentation/ Subdivisions (Houses, barns, horses, etc.)	N-fixation by cyanobacteria	Vegetation from uplands		
Infrastructure development				

“WHAT YOU SEE DEPENDS ON WHERE YOU STAND”



Collaboration
among
Stakeholders

- Additionally, where possible, the Working Group will identify mitigation tools to better manage sources of nutrients and processes that influence nutrient availability.

Project Phases

Phase one – Initiate study of Water Quality in Stagecoach Reservoir

Task one - Finalize an initial “White Paper” and presentation using initial literature review and recognized experts. \$ 0 to \$10,000 – Dec. 31, 2021 (Underway)

Task two – Initiate the collaborative protocol described in Woodmansee et al. (2021). The goals of Task two are to make personal contact with all relevant stakeholders and experts and present the goals of Task one. \$10,000 – June 30, 2022

Task three – Establish, formalize, and implement Upper Yampa Water Quality Working Group. Identify leadership, formalize facilitator, select support personnel, and develop long-term funding plan and sources. \$10,000 – September 30, 2022.

Project Phases



Phase two – Begin analysis, interpretation, and conceptual and simulation modeling.

Phase three - Collaboratively identify factors that can be managed through application of Best (or at least better) Management Practices and those that require adaptation (precipitation and temperature, atmospheric deposition, weathering of Phosphorus, wildland fires, etc.)



Phase four will be to develop a state-of-the-art marketing plan targeting the various concept and technology adaption groups needed to implement watershed scale beneficial activities.



Phase five will be to implement the Best Management Practices watershed-wide and monitor the results. If the practices are working, continue. If not, reevaluate.

References

- Baron, (2021). The Loch Vale Watershed: Long-term ecological research and monitoring program. <https://www.nrel.colostate.edu/investigator/jill-baron-homepage/>
- Brown and Halliday, (2014). The Upper Yampa River Watershed Group: 2014 State of the Watershed Report
<http://www.steamboatsprings.net/DocumentCenter/View/8714/Upper-Yampa-Watershed-Plan---May-2016?bidId=ed-Plan---May-2016?bidId=>
- Halliday et al., (2016). Upper Yampa River Watershed Plan: *Protecting and Managing Long Term Health*.
<http://www.steamboatsprings.net/DocumentCenter/View/8714/Upper-Yampa-Watershed-Plan---May-2016?bidId=ed-Plan---May-2016?bidId=>
- Kay. (2020). Assessment of Streamflow and Water Quality in the Upper Yampa River Basin, Colorado, 1992–2018. <https://routtcountycd.com/wp-content/uploads/2021/03/USGS-Assessment-Of-Streamflow-and-Water-Quality-in-the-Upper-Yampa-River-Basin-Colorado-1992-2018.pdf>
- NTL. (2021). North Temperate Lakes: US Long-Term Ecological Research Network.
<https://lter.limnology.wisc.edu>
- US EPA. (2019). Recommended Human Health Recreational Ambient Water Quality Criteria or Swimming Advisories for Microcystins and Cylindrospermopsin (EPA 822-R-19-001). US Environmental Protection Agency, 1-249.
- Woodmansee, R. G., Moore, J. C., Ojima, D. S. and Richards, L. (eds) (2021) *Natural Resource Management Reimagined: Using the Systems Ecology Paradigm*. Cambridge: Cambridge University Press.

NEW BUSINESS



EXECUTIVE SESSIONS

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

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

BOARD ACTIONS IN REGARD TO EXECUTIVE SESSION



DETERMINATION OF NEXT MEETING AGENDA



AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
EXECUTIVE COMMITTEE MEETING
WEDNESDAY, AUGUST 18, 2021 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

As recommended by the state public health order and the CDC, the Upper Yampa Water Conservancy District requests that unvaccinated people attending the Board of Directors meeting at the Mountain Valley Bank Community Room wear a mask.

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

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

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:00 PM** Approval of Agenda for Meeting **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** New Water Contracts
 - a. Stagecoach
- (5) **12:XX PM** Board Governance Committee
 - a.
- (6) **12:XX PM** Strategic Plan Committee
- (7) **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.
- (8) **XX:XX PM** Committee actions in regard to Executive Session **Action Item**
- (9) **XX:XX PM** Adjournment.

DRAFT

AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, SEPTEMBER 15, 2021 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:**

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

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

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

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

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:00 PM** Approval of Agenda for Meeting **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 for July 21, 2021, Board meeting
 - b. Financials

- i. Approval of Disbursements
 - ii. Budget Comparison
- (5) **12:XX PM** Report of General Counsel
 - a.
- (6) **XX:XX PM** Report of General Manager
 - a. UYWCD Employee Handbook Update
 - b. Existing Municipal Water Storage Contracts
 - c. Coal Creek Diversion Project Update
 - d. Presentation of First Draft of 2022 Upper Yampa Water Conservancy District Budget
 - e. Upper Yampa Water Conservancy District Board Retreat
- (7) **XX:XX PM** District Engineer Report
 - a. Update on Reservoir Water Status
 - b.
- (8) **XX:XX PM** Public Information Updates
 - a.
- (9) **XX:XX PM** Board Member Reports
 - 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 Agenda
- (15) **XX:XX PM** Adjournment.