

**AGENDA**  
**UPPER YAMPA WATER CONSERVANCY DISTRICT**  
**BOARD OF DIRECTORS MEETING**  
**WEDNESDAY, MARCH 11, 2020 (11:30 AM)**  
**MOUNTAIN VALLEY BANK COMMUNITY ROOM**  
**2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO**

- (1) Establishment of Quorum and Call to Order;
- (2) Succession Planning;
- (3) Consent Agenda; action item
  - a) Financial Reports;
    - i) Approval of Disbursements;
    - ii) Budget Comparison;
    - iii) Budget update for WSRF Funds;
  - b) Approval of the minutes of the January 15 Board Meeting;
- (4) Approval of Agenda for Meeting; action item
- (5) Public Input and Comment;
- (6) Board Member Recognition;
- (7) Report of the General Manager;
  - a) Water Quality Standards Consulting;
  - b) Pricing discussion; action item
  - c) Board meeting calendar; action item
  - d) Risk Study modeling;
- (8) Report from District Engineer;
  - a) Reservoir Water Status;
  - b) Inflow Forecasting;
- (9) Report from Public Information Manager;
  - a) Summary Update;
    - i) Diversion Infrastructure Improvement Project;
    - ii) Web Site Redesign;
    - iii) Public Information Schedule;
    - iv) Yamcolo Individual Irrigator Marketing Update;
- (10) Report from General Counsel;
  - a) Water Resumes;
  - b) Status of other Water Cases, if any;
  - c) Board Appointments;
  - d) Water Contracts;
- (11) Executive Session with Bob Weiss, legal Counsel, under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, and Contract Negotiations. Mere presence or participation of an attorney at an executive session of the local politic body is not sufficient to satisfy the requirements of this subsection (4).
- (12) Board Member Reports;
- (13) Next Meeting Agenda;
- (14) Adjournment.

**SUCCESSION PLANNING**

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## BOARD COMMUNICATION FORM

**From:** \_\_ Kevin McBride, G.M. \_\_\_\_\_

**Date:** \_\_ 3/5/2020 \_\_\_\_\_

**Item:** \_\_ **G.M. Succession Planning** \_\_\_\_\_

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X \_\_\_\_\_ DIRECTION  
\_\_\_\_\_ INFORMATION  
\_\_\_\_\_ MOTION  
\_\_\_\_\_ RESOLUTION

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

See attached letter

**II. Summary and Alternatives:**

**III. Staff Recommendation:**

**IV. Legal Issues:**

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

**Attachments:**

**Letter from Kevin McBride**



Date, March 3, 2020

Board of Directors  
Upper Yampa Water Conservancy District  
2220 Curve Plaza Suite 201  
POB 772592  
Steamboat Springs, CO 80477  
Hand and email delivered

RE: Retirement

Dear Board of Directors,

I am writing to let you know of my decision to retire from the full time General Manager position, effective May 31 of this year. I would be willing to work through a transition with the new General Manager over the following three months. For example,  $\frac{3}{4}$  time in June,  $\frac{1}{2}$  in July, and  $\frac{1}{4}$  in August could work for me, should that help. I am flexible on this schedule, at a current pay rate, if health care is included through September.

It is an excellent time for a transition for both me and the District. Should your search include someone with a family, early summer is a good time to consider a move. The District will hopefully be finished with most of the current contract negotiations and there will be a new strategic plan and board manual to implement. My plan to is stay involved in water after a short sabbatical, however as some have joked, it's too late to retire early. For me this decision is based solely on the desire for some additional free time with family and friends.

Over the last nearly fourteen years working at the District we have accomplished many things. Completed the enlargement of Stagecoach Reservoir, freed the District from cumbersome past agreements with landowners, and created a master plan that explores the scientific, legal, and engineering realities of the District. We obtained diligence of the Districts portfolio of water rights and used those water rights to benefit customers, both consumptive and non-consumptive. We continue to be involved in discussions at the local and State level on the future water in Colorado, and importantly our District. We eliminated debt, gave and received grants, explored enterprise

Mailing Address  
P.O. Box 775529  
Steamboat Springs, CO 80477-5529

Location  
Fish Creek Filtration Plant  
3310 Clear Water Trail

Telephone  
(970) 871-1035  
Fax (888) 519-3464



business planning and use of tax revenues, and made great headway in renegotiating many of the District's water allotment contracts. Internally we improved Board reporting from "scrap paper" agendas to electronic packets and notifications to the public, all while developing a staff with the expertise to take the District into the next decade of challenges.

It is in the spirit of the new strategic plan that I inform you of my decision to retire. The Board will need some time to discuss a job description, advertise, interview and hire a new GM. Again, my offer is to help with this succession should you want. I plan to be out of the full-time position by June 1 of this year and would be willing to help in some agreed upon capacity, if necessary, beyond that time.

Being your General Manager has been the job of a lifetime and a spectacular experience for me personally.

Regards,

Kevin

Sincerely,

Kevin McBride, P.E.  
General Manager  
Upper Yampa Water Conservancy District  
P.O. Box 775529  
Steamboat Springs, CO 80477  
[kmcbride@upperyampawater.com](mailto:kmcbride@upperyampawater.com)  
970-871-1035

# Upper Yampa Water Conservancy District

**POSITION TITLE:** General Manager

**FLSA STATUS:** Exempt

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## **SUMMARY OF POSITION:**

The General Manager directs the day to day operations of Upper Yampa Water Conservancy District (UYWCD) through the policies and directions of the Board of Directors of UYWCD (Board) and is responsible for the efficient management of the business and concerns of the District. Represents the District on water policy matters and is directly involved in water rights issues and other legal matters. Supervises operation of two reservoirs including the hydroelectric plant.

## **ESSENTIAL FUNCTIONS:**

- Coordinate activities of the District to ensure that the District's Goals are achieved, and to ensure the follow through of the policies and the direction of the Board.
- Coordinate the annual budget and Mill Levy Certification. Bring critical budget issues to Board for discussion. Present final budget to Board for approval.
- Ensure expense and revenue budgets are managed properly. Enforce cost control measures, eliminate redundant systems, and establish and implement District Cost measurements.
- Responsible for hiring and termination of District employees and for their performance as well as oversight of employee benefits, such as health care, insurance, retirement plan, etc.
- Prepares, submit to the Board, and revise as necessary annual budget of District. Contract for and review annual audit of District and draft Management report for inclusion in Audit. Brings significant financial, accounting, budgeting, and audit issues to the timely attention of Board at its regular meetings and to the Executive Committee between meetings.
- Ensure that all District activities comply with applicable District policies (purchasing, personnel, motor pool, etc.).
- Active in finding and developing grant opportunities.
- Communicate with various entities (governmental and non-governmental) that work with the District.
- Direct the development and implementation of technical and administrative strategies, policies, and programs of the District.
- Represent the Board as primary contact on water policy matters with state and federal agencies and other parties involved in Colorado Water Issues.
- Assist Board with annual goal setting.
- Implement planning, engineering, permitting, and other activities related to capital improvements.
- Follow legislation that affects District affairs. Work with Board to develop responses to legislative proposals.

**General Manager**  
**Page Two**

- Has oversight responsibilities for the Operational activities of the District.
- Works closely with the District's General Counsel, who reports directly to the Board, and coordinates the legal activities of the District.
- Other Duties as assigned

**OTHER RESPONSIBILITIES:**

- Ensure that Board meeting minutes are properly recorded.
- In conjunction with the Board President, is responsible for the development of the Board meeting agendas.
- Perform other duties as appropriate and assigned by the Board.

**EDUCATION, TRAINING AND EXPERIENCE LEVEL:**

Masters or Bachelors degree in engineering, administration, management or a related technical field, and at least five years of direct, progressive experience in managing a local governmental or similar entity, or an equivalent combination of education, training and experience which provides the knowledge, skills and abilities required for the position.

**LICENSES AND CERTIFICATIONS:**

- Valid Colorado Driver's License.

**TECHNICAL SKILLS:**

- Must possess strong organizational leadership abilities and demonstrated skill in administration, personnel, team building and finance.
- Must be an excellent communicator who knows how to set and accomplish goals and priorities.
- Must work well with people in a variety of settings, including individuals representing federal and state agencies.
- Must understand water law, water rights and water policy.

**ORGANIZATIONAL RELATIONSHIPS:**

Report to the Board Directors. Supervise the District employees.

**SALARY RANGE**

The top of the hiring range will be the midpoint of the salary range. The District provides a medical plan and retirement benefits to full time employees.







## BOARD COMMUNICATION FORM

**From:** Karina Craig

**Date:** March 5, 2020

**Item: Financial Reports: Cash Disbursement Report, Budget Comparison Report**

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

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

The *Cash Disbursement Report* contains reconciled disbursements incurred through credit card through January 3, 2019 and check payments through February 29, 2020. Disbursements include operating and capital expenditures.

The *Budget Comparison report* was run on March 5, 2020 with transactions accrued up to and including February 29, 2020. Additional transactions for the month of February are expected.

Power *Revenues* and Routt County Tax Revenues reported are for the period January-February 2020, and Moffat County Tax Revenues for January 2020.

All *expenditure* line items (operating & capital expenditures) in the budget comparison report are expected to be within budget.

*Pass through* revenues and accrued expenditures in reference to the *Upper Yampa River Basin Nutrient and Sediment Study* are shown in the report as well, for both the 2019 Fiscal Year and 2020-to-date.

**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

Additional Attachments: none.

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**February 29, 2020**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
11/19/2019	Edge Communications	Monthly Internet	106.73
12/03/2019	Amazon	Office supplies	298.09
12/03/2019	Restaurant.	Meeting supplies	72.05
12/04/2019	Amazon	Office supplies	29.54
12/05/2019	Amazon	Office supplies	39.15
12/05/2019	Amazon	Office supplies	33.58
12/5/2019	Amazon	Office supplies	5.18
12/05/2019	City Market	Office supplies	8.65
12/05/2019	CrashPlan Code42	Admin Software: Cloud Backup	9.99
12/05/2019	US Postal Service	Postage	227.00
12/07/2019	Intuit	Office supplies	341.97
12/08/2019	Amazon	Office supplies	4.42
12/08/2019	garmin	monthly support for winter months	26.60
12/11/2019	NDS Northwest Data Services	Engineer's workstation	3,396.24
12/12/2019	Amazon	Office supplies	15.33
12/12/2019	NDS Northwest Data Services	Cloud Services December	123.00
12/13/2019	Ed's Excavating of Steamboat, Inc	(1) Capital Project: Permanent Measuring Device. (2) End of Season Ditch Maintenance and Repairs	17,978.75
12/13/2019	Mountaintown Film Collective	Your Water Table video series	2,000.00
12/13/2019	Stagecoach State Park	2019 Stagecoach State Park Subsidy	35,000.00
12/17/2019	City Market	Board meeting supplies	26.99
12/18/2019	Big House Burgers	Board of directors, meeting supplies	204.85
12/19/2019	ACE Hardware	Maintenance Supplies for Stagecoach	47.63
12/19/2019	Douglas Monger	Director fees	300.00
12/19/2019	Jim Haskins	Director fees	300.00
12/19/2019	Ron Murphy	Director fees	300.00
12/19/2019	Tom Sharp	Director fees	300.00
12/20/2019	Big House Burgers	Board of directors, meeting supplies	50.00
12/20/2019	YVEA	10/30 to 11/26 electric at SC Powerhouse & Shed	288.36

**Subtotal**

**61,534.10**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**February 29, 2020**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
12/22/2019	Adobe	Adobe Software	14.99
12/28/2019	SmartVault	Software, interphase with quickbooks	42.40
12/31/2019	ACM LLP	Consulting November 2019	1,050.00
12/31/2019	Family Support Registry	Remittance	930.58
12/31/2019	ICMA-401a	Retirement accounts	2,546.64
12/31/2019	ICMA-401a	Retirement accounts	1,601.21
12/31/2019	ICMA-457	Retirement accounts	2,549.72
12/31/2019	Metlife	Dental Insurance	1,203.99
12/31/2019	Staples	2019 Tax Forms	146.92
12/31/2019	Western Slope Health Care	Health Insurance	10,422.81
01/01/2020	Mountain Valley Bank	January Rent	2,900.00
01/03/2020	Denver Post	Subscription	11.99
01/06/2020	Western Slope Health Care	Health Insurance Premium: Annual Admin Fee	3,444.44
01/07/2020	ACE Hardware	Durango vehicle supplies 12/23	40.52
01/07/2020	Advanced Copier Solutions, Inc.	Savin Printer December	113.13
01/07/2020	Balcomb & Green, P.C.	Legal Services. Nov 2019 legal Services: Opposition cases 19CW3005.	2,985.00
01/07/2020	CBI - Consensus Building Institute	360 Assessment Phase 9/1-9/30/19, 11/1- 11/30/19	3,640.00
01/07/2020	CBI - Consensus Building Institute	360 Assessment 8-1 to 8-31/19	11,823.02
01/07/2020	CenturyLink	SC Telephone. 01/01-01/31/20	146.05
01/07/2020	Colorado Department of Revenue	State tax withholdings	5,717.00
01/07/2020	Colorado School of Mines	Fetcher Scholarship. Natalie Collar.	1,000.00
01/07/2020	Colorado Water Congress CWC	Colorado River Project 2020 Activities	2,200.00
01/07/2020	Colorado Water Trust, Inc.	Pledge for bus	317.00
01/07/2020	NDS Northwest Data Services	Consulting remote	233.00
01/07/2020	NORCAN Hydraulic Turbine, Inc	Stagecoach Hydroplant Equipment. Wear Rings.	787.20
01/07/2020	Resource Engineering	Umbrella Plan Elk River and Water Rights accounting November	756.25
01/07/2020	Steamboat Pilot CMNM	Business Manager Advertising 11/27-12/15/19	1,638.50
01/07/2020	University of Colorado Boulder	Fetcher Scholarship. Claudia Corona	1,000.00

**Subtotal**

**59,262.36**

**Upper Yampa Water Conservancy District**  
**Cash Disbursement Report**  
**February 29, 2020**

<b>Date</b>	<b>Name</b>	<b>Memo</b>	<b>Amount</b>
01/13/2020	CenturyLink	Office Telephone. Jan 07 to Feb 06.	231.36
01/17/2020	Advanced Copier Solutions, Inc.	New Savin Copier C2000	5,585.00
01/17/2020	CBI - Consensus Building Institute	UYWCD Committee Facilitation 12/1-12/31/19	1,720.00
01/17/2020	USGS	Characterization of streamflow,suspended sediment and nutrients in the Upper Yampa River Basin	4,298.71
01/21/2020	Conoco Universal WEX	Gasoline	249.65
01/22/2020	Colorado River Water Conservation Dist	Yampa IWMP 2020 Contribution	10,000.00
01/22/2020	Four Points Surveying & Engineering	As-built survey and Drafting	865.00
01/22/2020	Jeffrey D Erickson, Lynx	SC O&M December snow removal	2,062.50
01/22/2020	Jennifer Poelman	December Office Cleaning	300.00
01/22/2020	Mr. Rick Milway	BowFolk Ditch measuring box & parshall flume	655.00
01/22/2020	NDS Northwest Data Services	Setup new computer	58.00
01/22/2020	Timber Line Electric & Control	SCADA System 3/1/20 to 2/28/21 Programming	70.00
01/22/2020	Wolf Creek Ranch, LLC	Minigrant. Ramp Flume 40780 Hwy 52. Headgate Diversion Meadow Gulch Creek	468.93
01/24/2020	Resource Engineering	12/3 to 1/6/20 Umbrella Plan Elk River	5,000.50
01/24/2020	Steamboat Pilot CMNM	Business Manager Ad 12/20-1/3/20	1,154.60
01/30/2020	Quickbooks Payroll Service	Created by Payroll Service on 01/29/2020	34,724.54
01/31/2020	Family Support Registry	Remittance	930.58
01/31/2020	ICMA-401a	Retirement accounts	4,885.57
01/31/2020	ICMA-457	Retirement accounts	3,294.19
01/31/2020	Internal Revenue Service	Federal Taxes	14,145.40
01/31/2020	Metlife	Dental Insurance	1,111.39
01/31/2020	Western Slope Health Care	Health Insurance	10,422.81
02/01/2020	Mountain Valley Bank	February Rent	2,900.00
02/12/2020	Advanced Copier Solutions, Inc.	Savin Printer. January	279.05
02/12/2020	Bob Woodmansee	CWC Convention. Lodging, mileage, meals.	1,560.39
02/12/2020	CDC Civil Design Consultants	SW Ditch Design 1/1 to 1/31/20	1,485.00
02/12/2020	Mountain View Car Wash	SC Yamcolo Annual Maint: Chevy and F250	27.00
02/12/2020	NDS Northwest Data Services	Set up new computer and monitor	450.00

**Subtotal**

**108,935.17**

## Cash Disbursement Report

February 29, 2020

Date	Name	Memo	Amount
02/12/2020	Scott Myller, Architect	Office Chairs	863.84
02/12/2020	Steamboat Pilot CMNM	Notice of Director Vacancies	42.54
02/12/2020	Steamboat Specialties, Inc.	Nametags	141.46
02/12/2020	Tom Sharp	CWC Annual Convention in Westminster	839.26
02/21/2020	Conoco Universal WEX	Gasoline	508.22
02/21/2020	Denver Post	Subscription	7.43
02/27/2020	Internal Revenue Service	Federal Taxes	13,350.70
02/27/2020	Quickbooks Payroll Service	Created by Payroll Service on 02/26/2020	33,948.64

**Subtotal****49,702.09****Total****279,433.72**

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2020 BUDGET COMPARISON REPORT, AS OF FEBRUARY 29, 2020

	2018 ACTUALS	2019 BUDGET	2019 ACTUALS	2020 BUDGET	2020 YTD ACTUALS	2020 PROJECTIONS
<b>Fund Opening Balance including Encumbered Funds</b>	12,683,250	14,274,361	14,274,361	14,945,119	14,945,119	14,945,119
<b>Encumbered Funds</b>	919,734	919,734	919,734	6,222,280	6,222,280	6,222,280
Emergency Facilities Reserve				4,485,814	4,485,814	4,485,814
Capital Maintenance Reserve				752,436	752,436	752,436
Stagecoach Wetlands Mitigation Reserve	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	500,000
Tabor Reserve				64,296	64,296	64,296
<b>Unencumbered Funds</b>	11,763,516	13,354,627	13,354,627	8,722,839	8,722,839	8,722,839
<b>Revenues</b>						
<b>Facilities</b>						
<b>Stagecoach Reservoir</b>						
Power Sales	129,492	200,000	234,324	200,000	37,512	200,000
Water Sales	505,201	403,144	433,769	116,379		116,379
<b>Yamcolo Reservoir</b>						
Water Sales	130,760	133,410	121,052	163,653		163,653
<b>Stillwater Ditch &amp; Reservoir Company</b>	7,744	7,965	7,965	45,279		45,279
Property taxes	2,269,399	2,284,084	2,415,730	2,496,565	106,685	2,496,565
Interest earned	261,280	284,500	307,407	296,100	41,382	296,100
Other income			4,000			
Pass through income			23,644		21,437	
	<b>revenues</b>	<b>3,303,875</b>	<b>3,313,103</b>	<b>3,547,890</b>	<b>207,016</b>	<b>3,317,976</b>
<b>Expenditures</b>						
<b>Operating</b>						
<b>Facilities</b>						
Stagecoach Reservoir - Power Generation	171,623	248,954	218,449	224,582	36,661	224,582
Stagecoach Reservoir - Water storage	279,641	266,927	223,929	278,537	38,244	278,537
Yamcolo Reservoir	132,790	144,594	126,285	156,631	21,376	156,631
Stillwater Ditch & Reservoir Company	13,379	45,065	34,618	40,834	4,211	40,834
<b>Administration</b>	139,144	203,198	168,261	305,889	33,000	305,889
Board of Directors	65,006	83,105	71,747	115,304	21,761	115,304
External Affairs	58,016	129,754	70,834	121,909	21,030	121,909
Finance	99,340	132,880	111,898	152,813	17,780	152,813
Legal	166,889	178,567	123,478	158,090	4,863	158,090
Planning	136,625	432,927	205,242	74,572	6,028	74,572
Grants, Scholarships & Public Information	39,038	257,588	170,308	253,390	41,210	253,390
Treasurer fees	72,507	73,786	74,607	80,650	2,786	80,650
Pass through expenses			11,724		22,102	
	<b>Subtotal Operating</b>	<b>1,373,999</b>	<b>2,197,345</b>	<b>1,963,200</b>	<b>248,950</b>	<b>1,963,200</b>
<b>Capital</b>						
Stagecoach Reservoir - Power Generation	3,967	102,900	27,533	50,000		50,000
Stagecoach Reservoir - Water storage	27,462	62,900	22,214	50,000		50,000
Yamcolo Reservoir	302,537	108,900	57,852	80,000		80,000
Stillwater Ditch & Reservoir Company		40,300	38,310			
Office Space	4,800	130,000	83,560			
	<b>Subtotal Capital</b>	<b>338,766</b>	<b>445,000</b>	<b>229,469</b>	<b>180,000</b>	<b>180,000</b>
	<b>expenditures</b>	<b>1,712,765</b>	<b>2,642,345</b>	<b>1,840,850</b>	<b>248,950</b>	<b>2,143,200</b>
	<b>net income (loss)</b>	<b>1,591,111</b>	<b>670,759</b>	<b>1,707,040</b>	<b>-41,934</b>	<b>1,174,775</b>
<b>Ending Fund Balance</b>	<b>14,274,361</b>	<b>14,945,119</b>	<b>15,981,401</b>	<b>16,119,895</b>	<b>14,903,185</b>	<b>16,119,895</b>



## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 3/4/2020

**Item:** Budget Update for Inclusion of Water Supply Reserve Fund Grant Monies

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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

The Colorado Water Conservation Board has approved our \$100,000 grant request for the Diversion Infrastructure Improvement Project. The two-year pilot program will reimburse grantees 50% for the installation of headgates and measuring devices using 25% UYWCD funds and 25% WSRF funds. We will not receive payment from CWCB until grantees provide receipts and a monthly report is filed with CWCB. All WSRF monies received will be paid out to grantees.

**II. Summary and Alternatives:**

**III. Staff Recommendation:**

Budget will reflect WSRF monies received as revenue line item and WSRF monies paid out as an expense line item. As pass-through funds, these revenue and expense line items should carry a \$0 balance throughout the year.

**IV. Legal Issues:**

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

Goal 3 and Goal 4, Objective 1.





# RECORD OF PROCEEDINGS

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**UPPER YAMPA WATER CONSERVANCY DISTRICT  
BOARD OF DIRECTORS MEETING  
JANUARY 15, 2020 1:30 PM  
MOUNTAIN VALLEY BANK COMMUNITY ROOM  
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO**

## MINUTES

Vice President Doug Monger called the meeting to order and declared a quorum present. In addition to Director Monger, the Board members present were Bob Woodmansee, Jim Haskins, John Redmond, Ron Murphy, Stephen Colby, Tom Sharp, and Webster Jones. General Manager Kevin McBride, District Engineer Andy Rossi, Communications and Marketing Manager Holly Kirkpatrick, Office Manager Karina Craig, Administrative Assistant Barbara Wilson, and General Counsel Bob Weiss were also present.

Members of the public present included Gerry Smith; Frank Alfone, Mount Werner Water; Scott Hummer and Erin Light, Colorado Division of Water Resources; Rick Milway, Andi Shaffner, and Gary Clyncke, water contract holders; Kelly Romero-Heaney, Jon Snyder, and Gary Suito; City of Steamboat Springs.

The following agenda was proposed:

## **AGENDA**

- 1) *1:30 pm* Establishment of Quorum and Call to Order;
- 2) Consent Agenda; action item
  - a) Approval of Disbursements
  - b) Budget Comparison Report
  - c) Approval of the minutes of the September 18, 2019;
    - i) November 20, 2019; and December 18, 2019 Board Meetings
  - d) Resolution approving Posting Place
- 3) Approval of Agenda for Meeting; action item
- 4) Public Input and Comment;
- 5) *2:00 pm* Report of the General Manager;
  - a) Kelly Romero-Heaney City of Steamboat Springs
  - b) Governance Discussion and Strategic Plan adoption action item
  - c) Price Notification for YIA Contract 2020 action item
  - d) Business Planning Next Steps
- 6) *3:10 pm* Election of Officers; action item
- 7) *3:25 pm* Report from General Counsel;
  - a) Water Resumes and Status of other Water Cases, if any
  - b) Contract Negotiations (YIA, Individual Irrigators, Tri-state,
    - i) Stagecoach Municipal, Peabody) action item
  - c) Stillwater Ditch action item
  - d) Individual Irrigators Contract Renewal Process action item
  - e) Director Appointments

## RECORD OF PROCEEDINGS

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- 8) 4:00 pm Report from District Engineer;
  - a) Reservoir Water Status
  - b) Grazing Lease action item
  - c) Capital Projects
- 9) Executive Session with Bob Weiss, legal Counsel, under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, and Contract Negotiations. Mere presence or participation of an attorney at an executive session of the local politic body is not sufficient to satisfy the requirements of this subsection (4).
- 10) 4:45 pm Board Member reports
- 11) 5:00 pm Next meeting agenda
- 12) Adjournment.

### ***Consent Agenda***

Approval of Disbursements- Director Woodmansee made a motion to approve the Disbursements. Director Redmond seconded the motion which was unanimously approved.

Budget Comparison Report- Director Monger would like to see the how much the medallion ski pass is being used and have a report presented to the Board.

Approval of the Minutes - Director Jones made a motion to approve the September 18, 2019; November 20, 2019; and December 18, 2019 Board meeting minutes. Director Haskins seconded the motion which was unanimously approved.

Resolution Approving Posting Place - Director Sharp made a motion to approve the Resolution Approving the Posting Place. Director Colby seconded the motion which was unanimously approved.

**Meeting Agenda** Director Sharp requested to add “New Business” after item 10 of the agenda.

**Public Comment** No comments from the public at this time.

### ***Report of the General Manager***

Kelly Romero-Heaney City of Steamboat Springs - Kelly Romero-Heaney and Jon Snyder with the City of Steamboat Springs updated the Board on City water matters. Ms. Romero-Heaney asked the Board to keep in mind during the discussion where the District would like input. Topics from the City's Long-Term Water Planning PowerPoint presented included the 2019 Water Supply Master Plan, 2020 Water Conservation Plan, 2019 Fish Creek Critical Community Water Protection Plan, Yampa River health Assessment and Streamflow Management Plan, Yampa River Water Fund, and the Wastewater Treatment capital improvements. Ms. Romero-Heaney invited feedback on the 2020 Water Conservation Plan that is on the City’s website: [www.engagesteambot.net/savewater](http://www.engagesteambot.net/savewater).

Frank Alfone, General Manager of Mount Werner Water District (MWW), thanked the Board for working with MWW so they can start their new Filtration Gallery this fall.

## RECORD OF PROCEEDINGS

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Gary Sutor, Steamboat Springs City Manager, expressed that he is impressed with on-going Yampa basin water matters and thanked the Board for scheduling update from the City.

Governance Discussion and Strategic Plan adoption - Communication and Marketing Manager Kirkpatrick updated the Board on the Strategic Plan progress and discussion followed. Director Jones requested that a copy of the Strategic Plan be included in every Board Packet for the Board meetings.

Director Woodmansee made a motion to approve the Strategic Plan. Director Haskins seconded the motion which was unanimously approved.

Price Notification for YIA Contract 2020 - Director Sharp made a motion to adopt the calculated price for the Yamcolo Irrigators Association (YIA) contract for 2020 at \$22.58 AF and that such number and calculation sheet be transmitted by the end of the month to the YIA. Director Woodmansee seconded the motion which was unanimously approved.

Business Planning Next Steps - General Manager McBride made a presentation . The Long Term Best Practices government memo was reviewed. The memo is a good outline as a starting point for the February Board meeting agenda. Director Jones stated that it is up to the Board to decide on a contract pricing and that maybe the Board should take the previous price and adjust by CPI. Director Monger suggested we need to have a philosophical discussion on why we charge what we charge. Director Jones said we need to accept we have some bad contracts and don't worry about philosophy; figure out a price as a Board. Discussion followed. There was general agreement that directors Jones and Monger will assist manager McBride .

Election of officers Director Sharp proposed the Board change the Bylaws to rotate the Board President every two years. Discussion followed.

Director Sharp made a motion to table item 6, Election of Officers, until the February Board meeting and add this as an agenda item. Director Redmond seconded the motion which was unanimously approved.

### ***Report from General Counsel***

Water Resumes and Status of other Water Cases, if any - General Counsel Weiss said there was nothing to report and the item will be deferred to next month.

Director Sharp thinks it will be worthwhile to look at the implications of the 60cfs Tri-state case and how it affects the District's Four Counties water rights. Counsel Weiss will do this for the February Board meeting.

## RECORD OF PROCEEDINGS

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Contract Negotiations (YIA, Individual Irrigators, Tri-state, Stagecoach Municipal, Peabody) - Counsel Weiss reviewed the January 8, 2020 'Yamcolo/Stagecoach contracting update' Board Communication form included in the Board packet.

Stillwater Ditch -

Andi Shaffner representing the Stillwater Ditch (the Ditch) irrigators explained that the District needs a signature by February 7, 2020 and they were not prepared to do this. Ms. Shaffner thanked everyone for their hard work and said maybe we can re-visit this in 3-5 years. The irrigators have some areas of concerns: they would like to be able to use any Yamcolo water in their original space, they would like to be consulted on capital improvement to the ditch, and the pricing.

YIA Contract Renewal Process - Gary Clyncke with the Yamcolo Irrigators Association spoke. He said we've been battling over pricing for the last 9 years. Director Sharp believes we are very close to an agreement and if the irrigators want some changes, he suggested they get an attorney and propose the exact wording the irrigators want. Counsel Weiss suggested the Ditch language be specified by the YIA in their contract.

Director Sharp made a motion to authorize the passage to YIA of the latest draft of the YIA amendment with the District Engineers two exhibits included and authorize the signature by the District. Director Colby seconded the motion which was unanimously approved.

Director Sharp made a motion to authorize staff to reimburse YIA for legal fees, not to exceed \$2,000, to evaluate the District's contract proposal and propose any changes. Director Woodmansee seconded the motion which was unanimously approved.

Individual Irrigators Contract Renewal Process - Rick Milway representing the Individual Irrigators, thanked General Counsel Weiss. Mr. Milway thinks they would be ready to sign if it was \$10 AF and if the Ditch wording was removed. He also proposed a new idea of exchange water for the Board to consider. Director Sharp said the District may be able to tweak the Ditch wording. He also proposed they get specific wording from their lawyer for any requested changes.

Director Sharp made a motion to confirm the pricing that the District provided in a prior motion; that it starts at \$11AF with the 500 AF clawback of one dollar less. Director Haskins seconded the motion which was unanimously approved.

Director Sharp made a motion to authorize the most recent draft of the Individual Irrigators form be approved and delivered to the representatives of the Individual Irrigators for acceptance as soon as possible. Director Jones seconded the motion which was unanimously approved.

## RECORD OF PROCEEDINGS

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Director Sharp made a motion to reimburse the Ditch owners, Jeff Houpt legal fees to transfer the Ditch up to \$11,000. Director Haskins seconded the motion which was approved. Director Redmond recused himself.

Director Sharp made a motion to approve the “Resolution establishing a process for the grant of allotment contracts for Yamcolo Reservoir water for irrigation and stock water purposes from the Individual Irrigators pool” with the blank lines in page 2 to be replaced with “Sleeping Lion Ranch LLC” and “2,400 AF”. Director Murphy seconded the motion which was unanimously approved.

Director Appointments - Counsel Weiss pointed out the February 7, 2020 deadline for the incumbents to re-apply. Director Colby will not be seeking reappointment.

### ***Report from the District Engineer***

Reservoir Water Status – District Engineer Rossi updated the Board on the current Yamcolo and Stagecoach Reservoir water status.

Grazing Lease – Engineer Rossi presented an updated set of documents for the Sickles Place Grazing Lease. Updates to these documents were performed by Mr. Rossi and General Counsel Weiss. Director Murphy stated that an initial one-year lease with the option of up to five total years of leases would be acceptable. Director Monger disclosed that he leased the adjoining property from the Hagenbuch family in 2019. CPW and the District are partnering to complete the fencing repairs in the area for 2020. There are three springs on the Sickles Place property. The District has a water right on only one of the three springs. Options for management of the three springs were discussed.

Director Sharp made a motion to postpone the approval of the Grazing Lease Agreement until after the Executive Session. Director Redmond seconded the motion which was unanimously approved.

Capital Projects - There were no questions from the Board on the Capital Improvements information presented.

### ***Executive Session***

Robert Weiss, as counsel for the District, stated that in his opinion discussion of the matter announced to go into executive session constitutes a privileged attorney/client communication. He was therefore recommending that no further record be kept of the executive session.

Director Monger moved, Director Sharp seconded, and it was unanimously agreed to go into Executive Session under provision C.R.S. §24-6-402(4) (b) to discuss with counsel Water Resumes, Water Cases, and Contract Negotiations. Mere presence or participation of an attorney at an executive session of the local public body is not sufficient to satisfy the requirements of this subsection (4). The Executive Session commenced at about 5:00 pm. and concluded at about 5:30 pm.

## RECORD OF PROCEEDINGS

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District Engineer Andy Rossi, General Manager Kevin McBride, and General Counsel Bob Weiss were included in the Executive Session.

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 concerns for the record. No one stated concerns.

Director Sharp made a motion to authorize the General Manger and General Counsel to amend the offer to Peabody for a water contract for a term of four years at the same pricing language as used for the Steamboat Ski and Resort Corporation. Director Haskins seconded the motion which was unanimously approved.

Director Sharp made a motion for the District to reimburse up to \$2,000 to the Individual Irrigators group for attorney fees in connection to their review of their approved form of the contract. Director Haskins seconded the motion which was unanimously approved.

*Next meeting agenda* There was no discussion at this time.

***Determination of future meetings*** The scheduled date for the next Board meeting was confirmed, being Wednesday February 12, 2020 at 1:30 PM, at Mountain Valley Bank Community Room, 2220 Curve Plaza, Steamboat Springs, CO.

The meeting was adjourned at 5:35 PM.

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

\_\_\_\_\_  
Date: \_\_\_\_\_  
Kevin McBride, District Secretary/Manager

### **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 Water Resumes, Water Cases, and Contract Negotiations constituted a privileged attorney-client communication in the opinion of the undersigned attorney.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Robert G. Weiss, Counsel

## RECORD OF PROCEEDINGS

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### 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 was not recorded and was confined to the topics authorized for discussion in an executive session pursuant to subsection (4) of CRS Section 24-6-402.

\_\_\_\_\_  
Doug Monger, Vice-President

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

DRAFT







## BOARD COMMUNICATION FORM

**From:** \_\_ Kevin McBride, G.M. \_\_\_\_\_

**Date:** \_\_ 3/5/2020 \_\_\_\_\_

**Item:** \_\_ Water Quality Consulting \_\_\_\_\_

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

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

Verbal update of Water Quality efforts

**II. Summary and Alternatives:**

**III. Staff Recommendation:**

**IV. Legal Issues:**

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

**Attachments:**





## BOARD COMMUNICATION FORM

**From:** Kevin McBride, G.M.

**Date:** 3/5/2020

**Item:** Pricing Discussion

---

X  DIRECTION  
 INFORMATION  
X?  MOTION  
 RESOLUTION

---

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

Continue pricing discussion from last meeting with new options

**II. Summary and Alternatives:**

In the last meeting direction was given to frame various pricing alternatives. We will use the same excel format but have added some additional alternatives for the municipal pricing alternatives.

For existing “perpetual” contracts calculations are based upon assumptions in the cost allocation model developed. Staff wants to insure the Boards comfort with these assumptions. Discussions of amending these contracts to provide long term price stability for both the District and contractees have occurred internally and externally to the Board. As this involves contract negotiations these discussions will occur in executive session.

For “new” contracts from the uncontracted pool the Board is to discuss pricing options for municipal/industrial water and then further discuss options for pricing methodology. One method discussed is price by type of contract, M&I, augmentation (within the Districts augmentation plan), ERC, Agricultural. The other method has prices variable depending upon amount and length of contract term. These options are outlined in the attached spreadsheet.

**III. Staff Recommendation:**

Continue discussions

**IV. Legal Issues:**

Contract issues will be discussed by general counsel.



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

Fiscal Viability

**Attachments:**  
**Spreadsheet**





## BOARD COMMUNICATION FORM

**From:** \_\_ Kevin McBride, G.M. \_\_\_\_\_

**Date:** \_\_ 3/5/2020 \_\_\_\_\_

**Item:** \_\_ BOD Meeting Calendar \_\_\_\_\_

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X\_\_\_\_\_ DIRECTION  
\_\_\_\_\_ INFORMATION  
\_\_\_\_\_ MOTION  
\_\_\_\_\_ RESOLUTION

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

Director Brenner has brought to attention that bimonthly meetings from the Yampa-White-Green Basin Roundtable overlap with monthly UYWCD Board of Directors meetings.

**II. Summary and Alternatives:**

Review annual meeting calendar

**III. Staff Recommendation:**

Assess rescheduling of meetings as appropriate

**IV. Legal Issues:**

None

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

**Attachments:** 2020 Board meeting scheduled approved on November 20, 2019.



## BOARD COMMUNICATION FORM

**From:** \_\_ Kevin McBride, G.M. \_\_\_\_\_

**Date:** \_\_ 3/5/2020 \_\_\_\_\_

**Item:** \_\_ BOD Meeting Calendar \_\_\_\_\_

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X \_\_\_\_\_ DIRECTION  
\_\_\_\_\_ INFORMATION  
\_\_\_\_\_ MOTION  
\_\_\_\_\_ RESOLUTION

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

Director Brenner has brought to attention that bimonthly meetings from the Yampa-White-Green Basin Roundtable overlap with monthly UYWCD Board of Directors meetings.

**II. Summary and Alternatives:**

Review annual meeting calendar

**III. Staff Recommendation:**

Assess rescheduling of meetings as appropriate

**IV. Legal Issues:**

None

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

**Attachments:** 2020 Board meeting scheduled approved on November 20, 2019.

# 2020 Calendar Alternative

Board of Director Meeting

Fed Holiday

CRWCD

CWC mtg

MCWSD mtg

January						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## Federal Holidays 2020

Jan 1	New Year's Day	May 25	Memorial Day	Sep 7	Labor Day	Nov 26	Thanksgiving Day
Jan 20	Martin Luther King Day	Jul 3	Independence Day (obs.)	Oct 12	Columbus Day	Dec 25	Christmas Day
Feb 17	Presidents' Day	Jul 4	Independence Day	Nov 11	Veterans Day		







## BOARD COMMUNICATION FORM

**From:** \_\_ Kevin McBride, G.M. \_\_\_\_\_

**Date:** \_\_ 3/5/2020 \_\_\_\_\_

**Item:** \_\_ Risk Study Modeling \_\_\_\_\_

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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

Verbal report on status of Risk Study Modelling

**II. Summary and Alternatives:**

N/A

**III. Staff Recommendation:**

N/A

**IV. Legal Issues:**

N/A

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

N/A

**Attachments:**





## BOARD COMMUNICATION FORM

**From:** Andy Rossi

**Date:** 03/03/20

**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 2019 and 2020 water years to date.

**II. Summary and Alternatives:**

NA

**III. Staff Recommendation:**

NA

**IV. Legal Issues:**

NA

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

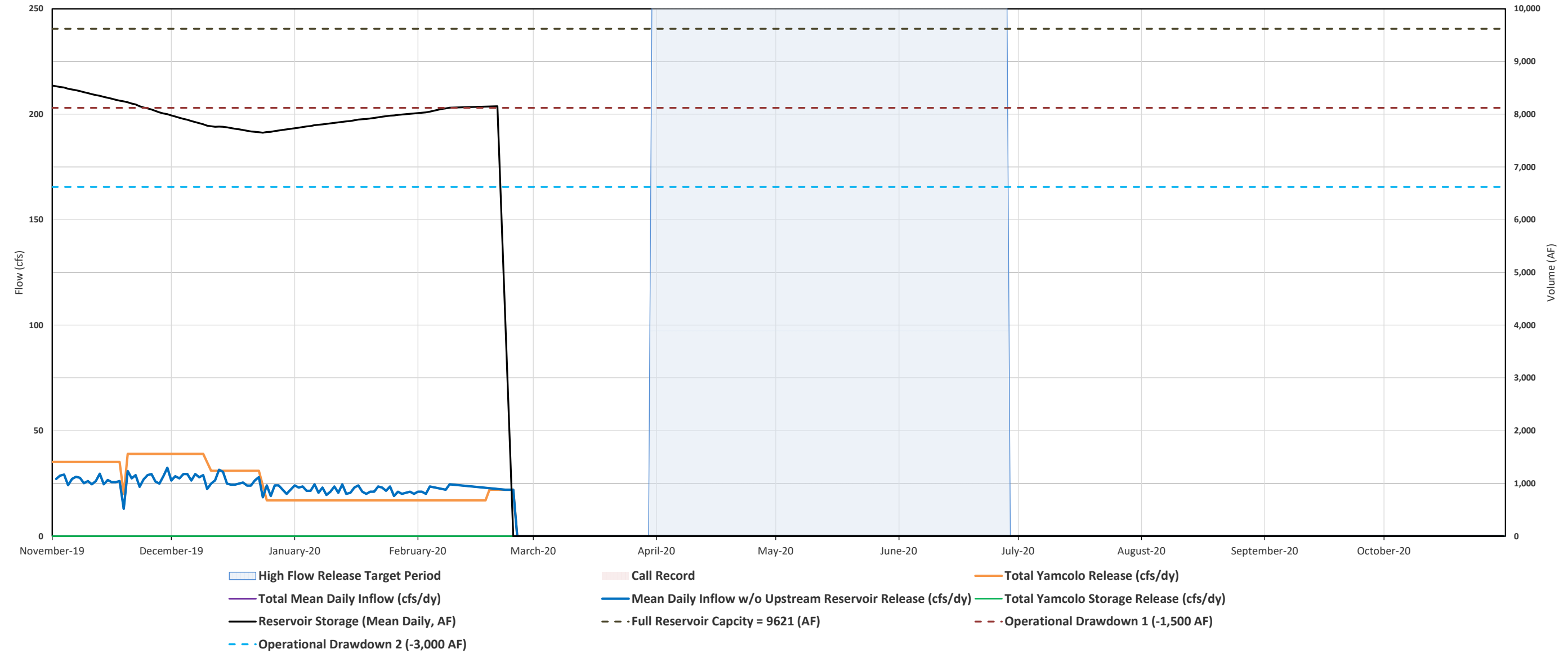
Policy Statement: 2

**Attachments:**

Yamcolo Water Storage Data (WY 2020)

Stagecoach Water Storage Data (WY 2019)

Yamcolo Reservoir: WY 2020 (Provisional Data)



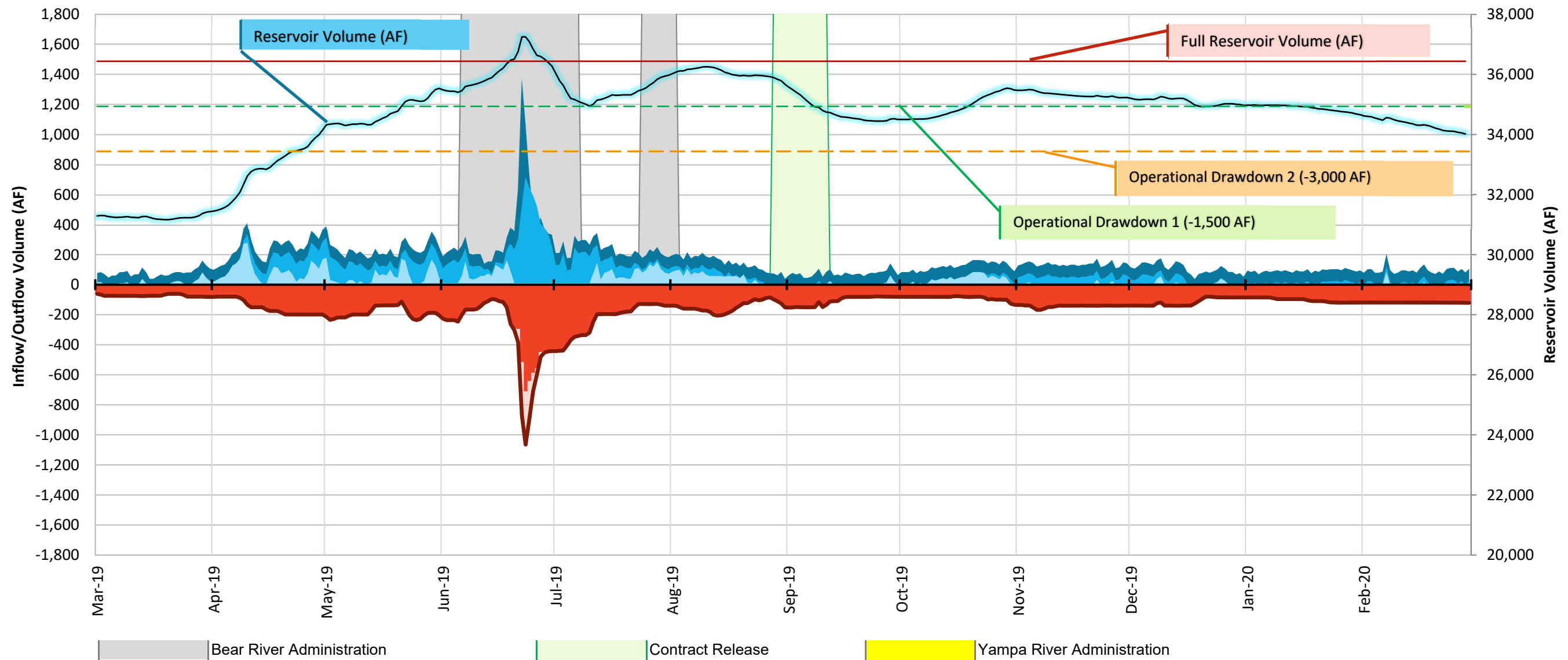
# Stagecoach Reservoir Operations

## Total Monthly Volume (AF)

Accounting Year 2019  
3/1/2020

INFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Physical	2,475	7,391	7,401	10,886	7,283	4,485	2,265	3,793	4,069	3,323	2,871	2,802	59,043
Storable	413	5,011	4,942	7,800	4,823	2,090	172	1,343	1,689	966	425	522	30,196
Stored	405	2,869	1,764	1,354	1,904	1,468	152	1,156	111	232	24	101	11,540

OUTFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Operator	-2,258	-4,544	-5,795	-9,820	-7,268	-4,532	-3,234	-2,705	-4,293	-3,587	-3,179	-3,459	-54,674
Spill	0	0	0	-1,273	0	0	0	0	0	0	0	0	-1,273
Gage	-2,254	-4,544	-5,795	-9,892	-7,268	-4,532	-3,234	-2,705	-4,293	-3,587	-3,179	-3,459	-54,741







## BOARD COMMUNICATION FORM

**From:** Andy Rossi

**Date:** 03/03/20

**Item:** Reservoir Inflow Forecasting

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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

Data and forecasting products are included as reference materials for a summary discussion of the 2020 reservoir inflow forecasting.

**II. Summary and Alternatives:**

NA

**III. Staff Recommendation:**

NA

**IV. Legal Issues:**

NA

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

Policy Statement: 2

**Attachments:**

UYWCD Yamcolo Inflow Forecast Worksheet  
UYWCD Stagecoach Inflow Forecast Worksheet  
SNOTEL Data Sheets  
CBRFC Inflow Forecasts



Forecast Period: 4/1/2020 7/1/2020  
 Ditch Opening Date 5/15/2020

Last Update 3/1/2020

Remaining Forecast Period Days 91  
 Remaining Forecast Period Days until 5/1 44

Remaining Forecast Period Days 5/15 - 7/1 47

DRAFT

coefficient  
 const -2.66513025  
 Bear R 1.103521406

Wetter <=> Drier  
 Prob: 0.1 0.3 0.7 0.9  
 Std Normal: 1.282 0.524 -0.524 -1.282

Date	Peak SWE (in.) Bear River	Forecast (KAF)	Forecast (% Avg)	σ(0.50) (%)	Prob Forecast (% Average)				Prob Forecast, Apr - Jun (KAF)					Observed (KAF)
					10%	30%	70%	90%	10%	30%	50%	70%	90%	
1989	10.9	9.33	86.9	87.1	119.5	100.4	73.9	54.8	12.8	10.8	9.4	7.9	5.9	9.86
1990	9.9	8.25	76.9	77.4	109.7	90.6	64.1	45.0	11.8	9.7	8.3	6.9	4.8	8.16
1991	11.6	10.18	94.8	94.9	127.2	108.1	81.6	62.5	13.7	11.6	10.2	8.8	6.7	9.21
1992	10.1	8.48	79.0	79.4	111.8	92.6	66.2	47.1	12.0	9.9	8.5	7.1	5.1	7.76
1993	14.9	13.79	128.4	127.8	160.2	141.1	114.6	95.5	17.2	15.1	13.7	12.3	10.3	10.23
1994	10.8	9.30	86.6	86.9	119.3	100.2	73.7	54.6	12.8	10.8	9.3	7.9	5.9	8.53
1995	14.5	13.29	123.8	123.3	155.6	136.5	110.1	90.9	16.7	14.7	13.2	11.8	9.8	8.51
1996	17.2	16.32	151.9	150.8	183.2	164.1	137.6	118.5	19.7	17.6	16.2	14.8	12.7	19.13
1997	14.4	13.23	123.2	122.7	155.0	135.9	109.4	90.3	16.6	14.6	13.2	11.8	9.7	20.14
1998	12.8	11.42	106.4	106.2	138.6	119.5	93.0	73.9	14.9	12.8	11.4	10.0	7.9	11.64
1999	11.7	10.25	95.5	95.6	127.9	108.8	82.3	63.2	13.7	11.7	10.3	8.8	6.8	14.03
2000	11.5	10.03	93.4	93.5	125.9	106.7	80.3	61.2	13.5	11.5	10.0	8.6	6.6	12.34
2001	12.2	10.75	100.1	100.1	132.4	113.3	86.9	67.8	14.2	12.2	10.7	9.3	7.3	9.79
2002	9.5	7.81	72.7	73.3	105.6	86.5	60.0	40.9	11.3	9.3	7.9	6.4	4.4	5.20
2003	12.9	11.60	108.0	107.8	140.2	121.1	94.6	75.5	15.1	13.0	11.6	10.2	8.1	9.93
2004	10.9	9.40	87.6	87.8	120.2	101.1	74.6	55.5	12.9	10.9	9.4	8.0	6.0	8.38
2005	10.0	8.37	77.9	78.4	110.8	91.7	65.2	46.1	11.9	9.8	8.4	7.0	4.9	9.15
2006	12.6	11.24	104.7	104.6	136.9	117.8	91.3	72.2	14.7	12.6	11.2	9.8	7.8	12.74
2007	11.5	10.03	93.4	93.5	125.8	106.7	80.3	61.2	13.5	11.5	10.0	8.6	6.6	10.47
2008	13.4	12.12	112.9	112.6	145.0	125.8	99.4	80.3	15.6	13.5	12.1	10.7	8.6	9.93
2009	12.1	10.69	99.5	99.5	131.9	112.8	86.3	67.2	14.2	12.1	10.7	9.3	7.2	16.51
2010	11.0	9.47	88.2	88.5	120.8	101.7	75.2	56.1	13.0	10.9	9.5	8.1	6.0	10.31
2011	16.8	15.87	147.8	146.8	179.1	160.0	133.6	114.4	19.2	17.2	15.8	14.3	12.3	14.43
2012	7.7	5.83	54.3	55.3	87.6	68.5	42.1	22.9	9.4	7.4	5.9	4.5	2.5	6.09
2013	12.5	11.13	103.6	103.6	135.9	116.8	90.3	71.2	14.6	12.5	11.1	9.7	7.6	6.18
2014	13.9	12.67	118.0	117.6	150.0	130.9	104.4	85.3	16.1	14.1	12.6	11.2	9.2	12.12
2015	10.8	9.25	86.2	86.5	118.8	99.7	73.2	54.1	12.8	10.7	9.3	7.9	5.8	8.64
2016	12.0	10.58	98.5	98.5	130.9	111.8	85.3	66.2	14.1	12.0	10.6	9.2	7.1	11.29

10.74 mean

Current Year Date

12/1/2019	3.2	0.9	8.1	10.0
1/1/2020	5.4	3.3	30.7	32.2
3/1/2020	10.6	9.0	84.1	84.4
		-2.7	-24.8	-22.1
		-2.7	-24.8	-22.1

42.4	23.3	-3.2	-22.3
64.5	45.4	18.9	-0.2
116.8	97.7	71.2	52.1
10.2	-8.9	-35.4	-54.5
10.2	-8.9	-35.4	-54.5

4.6	2.5	1.1	-0.3	-2.4
6.9	4.9	3.5	2.0	0.0
12.5	10.5	9.1	7.6	5.6
1.1	-1.0	-2.4	-3.8	-5.9
1.1	-1.0	-2.4	-3.8	-5.9

Bear River				
2020 Peak SWE (in)	10.6	9.0	84.1	84.4
Date of 2020 Peak SWE	3/1/2020			
Earliest Peak SWE Date				
Mean Peak SWE Date				
Latest Peak SWE Date				

116.8	97.7	71.2	52.1
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4/1 to Date Physical Inflow Volume = 0.000 (KAF)  
 4/1 to Date Storable Inflow Volume = 0.000 (KAF)  
 Remaining Forecast Period Bypass (@ 8 cfs/dy, 12 cfs/dy) = 1.817 (KAF)

Forecast Period Total Inflow Volume (KAF)				
12.5	10.5	9.1	7.6	5.6
Remaining Forecast Period Inflow Volume (KAF)				
12.5	10.5	9.1	7.6	5.6
Remaining Forecast Period Min. Storable Volume (KAF)				
10.73	8.67	7.25	5.83	3.78
Prob Forecast Target Reservoir Volume (AF)				
-1,114	939	2,360	3,782	5,834
Prob Forecast Target Elevation (ft)				
#N/A	#N/A	9,526.6	9,539.6	9,554.7

Note: Stage-Storage Data n

Earliest Peak Inflow Date	5/22	2002
Mean Peak Inflow Date	6/13	
Latest Peak Inflow Date	7/15	1995

Current Reservoir Volume (AF) = 8,300  
 Reservoir Volume @ 9576.75' (AF) = 9,621

Current Elevation = 9,569.65

Forecast Period: 3/1/2020 7/1/2020

Last Update 3/1/2020

Remaining Forecast Period Days 122

Average Ice-Off Date 4/17

\* CRBFC Daily Forecast Referenced for Management on xx/xx

**DRAFT**

$y = ax_{RC} + bx_{LP} + c$	
	coefficient
const	-15.2324974
Ripple_Creek	0.711917345
Lynx_Pass	1.316002847

Current Year 100% Ice-Off Date na  
Days Since Current Year Ice-Off Date #VALUE!

Year	Peak SWE (in.)		SWE Index Volume (KAF)	SWE Index Vol. (%) Avg	ω(0.50) (%) Avg
	Lynx Pass (8,880')	Ripple Creek (10,340')			
2002	9.1	18.5	9.91	59.6	60.4
2012	8.4	18.0	8.64	52.0	52.8
1990	11.0	20.3	13.70	82.4	82.7
1994	11.7	24.5	17.61	105.9	105.8
2004	8.6	24.9	13.81	83.1	83.4
1992	11.3	21.2	14.73	88.6	88.8
2005	10.9	23.7	15.98	96.2	96.2
2013	11.2	27.5	19.08	114.8	114.5
2007	11.1	23.5	16.11	96.9	96.9
2010	10.2	24.5	15.63	94.0	94.2
2001	10.9	30.3	20.68	124.4	124.0
1991	12.3	28.0	20.89	125.7	125.2
1989	13.6	24.6	20.18	121.4	121.0
2003	11.1	33.7	23.37	140.6	139.8
2000	11.2	27.4	19.01	114.4	114.1

	Wetter			Drier
Prob:	0.1	0.3	0.7	0.9
Std Normal:	1.282	0.524	-0.524	-1.282

Prob Forecast (% Average)			
10%	30%	70%	90%
78.7	67.9	52.9	42.0
71.2	60.3	45.3	34.5
101.1	90.2	75.2	64.4
124.2	113.3	98.3	87.5
101.8	90.9	75.9	65.0
107.2	96.3	81.3	70.5
114.6	103.7	88.7	77.9
132.9	122.1	107.0	96.2
115.3	104.5	89.4	78.6
112.5	101.7	86.6	75.8
142.3	131.5	116.5	105.6
143.6	132.7	117.7	106.8
139.4	128.5	113.5	102.6
158.2	147.4	132.3	121.5
132.5	121.6	106.6	95.8

Prob Forecast (KAF)					Observed Inflow (KAF)
10%	30%	50%	70%	90%	
13.1	11.3	10.0	8.8	7.0	8.517
11.8	10.0	8.8	7.5	5.7	10.630
16.8	15.0	13.7	12.5	10.7	12.201
20.6	18.8	17.6	16.3	14.5	12.879
16.9	15.1	13.9	12.6	10.8	12.932
17.8	16.0	14.8	13.5	11.7	14.158
19.0	17.2	16.0	14.7	12.9	15.931
22.1	20.3	19.0	17.8	16.0	16.265
19.2	17.4	16.1	14.9	13.1	16.890
18.7	16.9	15.7	14.4	12.6	18.845
23.7	21.9	20.6	19.4	17.6	20.305
23.9	22.1	20.8	19.6	17.8	21.801
23.2	21.4	20.1	18.9	17.1	22.076
26.3	24.5	23.2	22.0	20.2	22.503
22.0	20.2	19.0	17.7	15.9	23.403

Current Year Date	Lynx Pass	Ripple Creek	SWE Index Volume (KAF)	SWE Index Vol. (%) Avg	ω(0.50) (%) Avg
12/1/2009	2.6	5.6	-7.82	-47.1	-44.4
1/1/2020	5.0	10.0	-1.53	-9.2	-7.2
3/1/2020	12.1	21.4	15.93	95.8	95.9
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2
			-15.23	-91.6	-88.2

-26.0	-36.9	-51.9	-62.8
11.1	0.3	-14.8	-25.6
114.3	103.4	88.4	77.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5
-69.8	-80.6	-95.7	-106.5

-4.3	-6.1	-7.4	-8.6	-10.4
1.8	0.0	-1.2	-2.5	-4.3
19.0	17.2	15.9	14.7	12.9
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7
-11.6	-13.4	-14.7	-15.9	-17.7

	Lynx Pass	Ripple Creek			
2020 Peak SWE (in)	12.1	21.4	15.93	95.8	95.9
Date of 2018 Peak SWE	3/1/2020	3/1/2020			
Earliest Peak SWE Date	3/4	3/5	(2012, 2012)		
Mean Peak SWE Date	4/2	4/22			
Latest Peak SWE Date	5/1	5/24	(1991, 2011)		

114.3	103.4	88.4	77.5
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3/1 to Date Physical Inflow Volume = 0.000 (KAF)  
 3/1 to Date Storable Inflow Volume = 0.000 (KAF)  
 Remaining Forecast Period Bypass (@ 40 cfs/dy) = 9.679 (KAF)

Forecast Period Total Inflow Volume (KAF)				
19.0	17.2	15.9	14.7	12.9
Remaining Forecast Period Inflow Volume (KAF)				
19.0	17.2	15.9	14.7	12.9
Remaining Forecast Period Min. Storable Volume (KAF)				
9.3	7.5	6.3	5.0	3.2
Prob Forecast Target Reservoir Volume (AF)				
27,127	28,930	30,179	31,428	33,231
Prob Forecast Target Elevation (ft)				
7,191.51	7,194.00	7,195.72	7,197.45	7,199.94

Earliest Peak Inflow Date	3/17	2007
Mean Peak Inflow Date	5/12	
Latest Peak Inflow Date	7/25	2012 rain

Current Reservoir Volume (AF) = 34,056  
 Reservoir Volume @ 7200' (AF) = 33,275

Current Elevation = 7,201.00



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**Bear River (1061)**  
**Colorado SNOTEL Site - 9080 ft**  
**Reporting Frequency: Daily; Date Range: 2020-02-04 to 2020-03-04**

(As of: Wed Mar 04 15:32:10 GMT-08:00 2020)  
 \*\*Provisional data, subject to revision\*\*

Date	Snow Water Equivalent (in) Start of Day Values	Median Snow Water Equivalent (1981-2010) (in) Start of Day Values	Snow Water Equivalent % of Median (1981-2010)	Snow Depth (in) Start of Day Values	Precipitation Accumulation (in) Start of Day Values	Average Precipitation Accumulation (1981-2010) (in) Start of Day Values	Precipitation Accumulation % of Average (1981-2010)	Air Temperature Maximum (degF)	Air Temperature Minimum (degF)	Air Temperature Average (degF)
2020-03-04	10.5	8.5	124	41	11.8	11.6	102			
2020-03-03	10.5	8.4	125	41	11.8	11.6	102	36	4	18
2020-03-02	10.6	8.4	126	40	11.8	11.5	103	31	7	20
2020-03-01	10.6	8.3	128	41	11.8	11.4	104	41	21	30
2020-02-29	10.6	8.2	129	42	11.8	11.4	104	43	14	29
2020-02-28	10.5	8.2	128	43	11.7	11.4	103	42	6	24
2020-02-27	10.5	8.1	130	43	11.7	11.3	104	34	10	25
2020-02-26	10.5	8.1	130	45	11.7	11.3	104	28	-7	11
2020-02-25	10.5	8.0	131	45	11.7	11.2	104	16	-7	8
2020-02-24	10.2	8.0	128	43	11.4	11.1	103	27	8	16
2020-02-23	9.7	7.9	123	38	10.9	11.0	99	34	9	26
2020-02-22	9.7	7.9	123	39	10.9	10.9	100	44	19	32
2020-02-21	9.6	7.8	123	39	10.8	10.9	99	41	5	23
2020-02-20	9.6	7.8	123	40	10.8	10.9	99	31	-10	9
2020-02-19	9.6	7.7	125	41	10.8	10.8	100	22	-9	9
2020-02-18	9.6	7.7	125	42	10.8	10.8	100	23	-5	8
2020-02-17	9.6	7.6	126	44	10.8	10.7	101	29	-1	17
2020-02-16	9.3	7.6	122	38	10.5	10.7	98	34	21	29
2020-02-15	9.3	7.5	124	40	10.5	10.6	99	34	10	23
2020-02-14	9.2	7.4	124	41	10.4	10.5	99	39	7	25
2020-02-13	9.2	7.4	124	41	10.4	10.4	100	26	8	16
2020-02-12	9.1	7.4	123	41	10.3	10.3	100	24	5	14
2020-02-11	9.1	7.3	125	42	10.3	10.2	101	22	-8	6
2020-02-10	9.1	7.2	126	45	10.3	10.1	102	21	-5	7
2020-02-09	9.0	7.1	127	46	10.2	10.1	101	24	2	17
2020-02-08	9.0	7.0	129	51	10.2	10.1	101	38	19	29
2020-02-07	8.2	6.9	119	44	9.3	10.0	93	30	26	28
2020-02-06	7.2	6.8	106	30	8.3	10.0	83	27	10	20
2020-02-05	7.2	6.7	107	30	8.3	9.9	84	13	-18	1
2020-02-04	7.1	6.5	109	29	8.2	9.9	83	10	-14	-1



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**Ripple Creek (717)**  
**Colorado SNOTEL Site - 10340 ft**  
**Reporting Frequency: Daily; Date Range: 2020-02-03 to 2020-03-03**

(As of: Tue Mar 03 12:59:33 GMT-08:00 2020)  
 \*\*Provisional data, subject to revision\*\*

Date	Snow Water Equivalent (in) Start of Day Values	Median Snow Water Equivalent (1981-2010) (in) Start of Day Values	Snow Water Equivalent % of Median (1981-2010)	Snow Depth (in) Start of Day Values	Precipitation Accumulation (in) Start of Day Values	Average Precipitation Accumulation (1981-2010) (in) Start of Day Values	Precipitation Accumulation % of Average (1981-2010)	Air Temperature Maximum (degF)	Air Temperature Minimum (degF)	Air Temperature Average (degF)
2020-03-03	21.5	19.8	109	74	19.9	21.2	94			
2020-03-02	21.5	19.6	110	74	19.9	21.1	94	28	11	19
2020-03-01	21.4	19.5	110	74	19.8	21.0	94	31	22	26
2020-02-29	21.4	19.4	110	75	19.8	20.9	95	38	20	28
2020-02-28	21.4	19.2	111	76	19.8	20.9	95	39	10	24
2020-02-27	21.4	19.1	112	77	19.8	20.8	95	29	13	19
2020-02-26	21.3	19.0	112	80	19.7	20.6	96	21	-3	10
2020-02-25	21.3	18.8	113	81	19.7	20.5	96	15	-6	4
2020-02-24	20.8	18.6	112	77	19.4	20.2	96	20	5	12
2020-02-23	20.4	18.4	111	72	19.0	20.0	95	28	13	23
2020-02-22	20.3	18.2	112	73	18.9	19.8	95	42	20	30
2020-02-21	20.3	17.9	113	75	18.9	19.6	96	39	13	26
2020-02-20	20.3	17.8	114	77	18.9	19.4	97	33	-2	15
2020-02-19	20.3	17.6	115	78	18.9	19.2	98	25	-3	11
2020-02-18	20.3	17.4	117	81	18.9	19.0	99	22	-2	10
2020-02-17	20.2	17.3	117	79	18.8	18.9	99	22	0	14
2020-02-16	19.6	17.1	115	73	18.1	18.7	97	25	19	23
2020-02-15	19.6	16.9	116	74	18.1	18.6	97	27	18	21
2020-02-14	19.6	16.8	117	76	18.1	18.4	98	33	13	23
2020-02-13	19.4	16.6	117	77	17.9	18.2	98	24	10	14
2020-02-12	19.3	16.4	118	76	17.8	18.0	99	24	4	12
2020-02-11	19.3	16.2	119	78	17.8	17.8	100	26	-4	8
2020-02-10	19.3	16.0	121	81	17.8	17.6	101	20	-1	7
2020-02-09	19.2	15.7	122	80	17.7	17.4	102	22	6	15
2020-02-08	19.0	15.5	123	80	17.6	17.3	102	31	12	23
2020-02-07	18.1	15.3	118	82	16.7	17.1	98	24	20	23
2020-02-06	16.1	15.1	107	63	15.0	17.0	88	22	5	15
2020-02-05	16.1	14.9	108	63	15.0	16.9	89	11	-14	0
2020-02-04	16.0	14.7	109	64	14.9	16.8	89	5	-15	-5
2020-02-03	15.9	14.6	109	63	14.8	16.7	89	32	-1	18



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**Lynx Pass (607)**  
**Colorado SNOTEL Site - 8880 ft**  
**Reporting Frequency: Daily; Date Range: 2020-02-03 to 2020-03-03**

(As of: Tue Mar 03 13:00:39 GMT-08:00 2020)  
 \*\*Provisional data, subject to revision\*\*

Date	Snow Water Equivalent (in) Start of Day Values	Median Snow Water Equivalent (1981-2010) (in) Start of Day Values	Snow Water Equivalent % of Median (1981-2010)	Snow Depth (in) Start of Day Values	Precipitation Accumulation (in) Start of Day Values	Average Precipitation Accumulation (1981-2010) (in) Start of Day Values	Precipitation Accumulation % of Average (1981-2010)	Air Temperature Maximum (degF)	Air Temperature Minimum (degF)	Air Temperature Average (degF)
2020-03-03	12.1	9.0	134	43	11.1	10.4	107			
2020-03-02	12.1	8.9	136	43	11.1	10.4	107	35	6	23
2020-03-01	12.1	8.9	136	44	11.1	10.3	108	40	22	31
2020-02-29	12.0	8.8	136	46	11.0	10.3	107	43	7	27
2020-02-28	12.0	8.8	136	47	11.0	10.2	108	39	1	22
2020-02-27	12.0	8.7	138	47	11.0	10.2	108	34	13	25
2020-02-26	12.0	8.7	138	49	11.0	10.1	109	24	-17	9
2020-02-25	11.9	8.6	138	50	10.9	10.1	108	19	-15	7
2020-02-24	11.5	8.6	134	46	10.6	10.0	106	23	9	16
2020-02-23	11.2	8.5	132	41	10.5	10.0	105	34	9	27
2020-02-22	11.0	8.5	129	43	10.3	9.9	104	43	10	29
2020-02-21	10.9	8.4	130	44	10.2	9.8	104	38	-10	16
2020-02-20	10.9	8.2	133	45	10.2	9.7	105	33		6
2020-02-19	10.9	8.1	135	45	10.2	9.6	106	28	-13	10
2020-02-18	10.9	8.0	136	47	10.2	9.5	107	24	-11	9
2020-02-17	10.9	7.9	138	48	10.2	9.4	109	26	2	17
2020-02-16	10.7	7.8	137	44	10.0	9.4	106	33	23	28
2020-02-15	10.6	7.7	138	45	10.0	9.3	108	38	15	26
2020-02-14	10.6	7.6	139	46	10.0	9.2	109	37	1	23
2020-02-13	10.4	7.5	139	46	9.9	9.1	109	27	11	18
2020-02-12	10.4	7.4	141	47	9.9	9.0	110	24	4	13
2020-02-11	10.3	7.3	141	49	9.8	8.9	110	24	-13	7
2020-02-10	10.3	7.2	143	51	9.8	8.8	111	25	-7	11
2020-02-09	10.1	7.1	142	51	9.7	8.7	111	26	7	19
2020-02-08	10.1	7.0	144	53	9.7	8.7	111	41	19	29
2020-02-07	9.0	6.9	130	42	8.4	8.6	98	32	24	28
2020-02-06	7.7	6.8	113	31	7.5	8.6	87	27	8	18
2020-02-05	7.7	6.8	113	32	7.5	8.5	88	11	-19	0
2020-02-04	7.7	6.7	115	31	7.5	8.5	88	13	-15	2
2020-02-03	7.7	6.6	117	30	7.5	8.4	89	37	9	26



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**Tower (825)**  
**Colorado SNOTEL Site - 10500 ft**  
**Reporting Frequency: Daily; Date Range: 2020-02-03 to 2020-03-03**

(As of: Tue Mar 03 13:01:08 GMT-08:00 2020)  
 \*\*Provisional data, subject to revision\*\*

Date	Snow Water Equivalent (in) Start of Day Values	Median Snow Water Equivalent (1981-2010) (in) Start of Day Values	Snow Water Equivalent % of Median (1981-2010)	Snow Depth (in) Start of Day Values	Precipitation Accumulation (in) Start of Day Values	Average Precipitation Accumulation (1981-2010) (in) Start of Day Values	Precipitation Accumulation % of Average (1981-2010)	Air Temperature Maximum (degF)	Air Temperature Minimum (degF)	Air Temperature Average (degF)
2020-03-03	39.5	36.7	108	113	35.3	32.3	109			
2020-03-02	39.5	36.5	108	115	35.3	32.0	110	20	11	14
2020-03-01	39.2	36.3	108	112	34.9	31.8	110	28	18	24
2020-02-29	39.2	36.0	109	114	34.9	31.7	110	33	19	25
2020-02-28	39.1	35.8	109	116	34.7	31.6	110	30	11	20
2020-02-27	39.0	35.7	109	115	34.5	31.5	110	25	12	16
2020-02-26	39.0	35.6	110	119	34.5	31.2	111	16	-3	8
2020-02-25	38.8	35.4	110	122	34.4	31.0	111	13	-5	3
2020-02-24	37.8	35.2	107	112	33.4	30.9	108	18	2	9
2020-02-23	37.3	35.0	107	110	32.9	30.6	108	31	13	22
2020-02-22	37.3	34.7	107	112	32.9	30.4	108	36	19	27
2020-02-21	37.2	34.4	108	115	32.8	30.2	109	31	13	23
2020-02-20	37.2	34.0	109	117	32.8	29.9	110	28	-5	13
2020-02-19	37.2	33.6	111	120	32.8	29.6	111	18	-5	8
2020-02-18	37.2	33.2	112	125	32.8	29.3	112	19	-2	8
2020-02-17	36.2	32.8	110	118	31.8	29.1	109	17	2	10
2020-02-16	34.0	32.4	105	118	29.7	28.8	103	23	16	20
2020-02-15	33.8	32.0	106	109	29.7	28.6	104	22	14	17
2020-02-14	33.7	31.7	106	114	29.6	28.3	105	28	12	20
2020-02-13	33.2	31.4	106	109	29.2	28.0	104	16	7	11
2020-02-12	32.9	31.1	106	103	29.2	27.7	105	19	4	10
2020-02-11	32.9	30.7	107	106	29.2	27.5	106	14	-7	6
2020-02-10	32.9	30.3	109	108	29.2	27.2	107	22	0	8
2020-02-09	32.6	29.9	109	109	29.2	26.9	109	29	4	12
2020-02-08	32.0	29.5	108	108	29.0	26.7	109	32	12	22
2020-02-07	29.8	29.1	102	100	26.6	26.5	100	24	16	21
2020-02-06	28.3	28.8	98	86	25.8	26.4	98	19	2	12
2020-02-05	28.2	28.5	99	87	25.7	26.2	98	2	-12	-4
2020-02-04	28.2	28.2	100	89	25.7	26.1	98	9	-12	-4
2020-02-03	28.2	28.0	101	87	25.7	25.8	100	29	-1	17



### Report Generator 2.0

[Help and Tutorials](#)

View Station Information

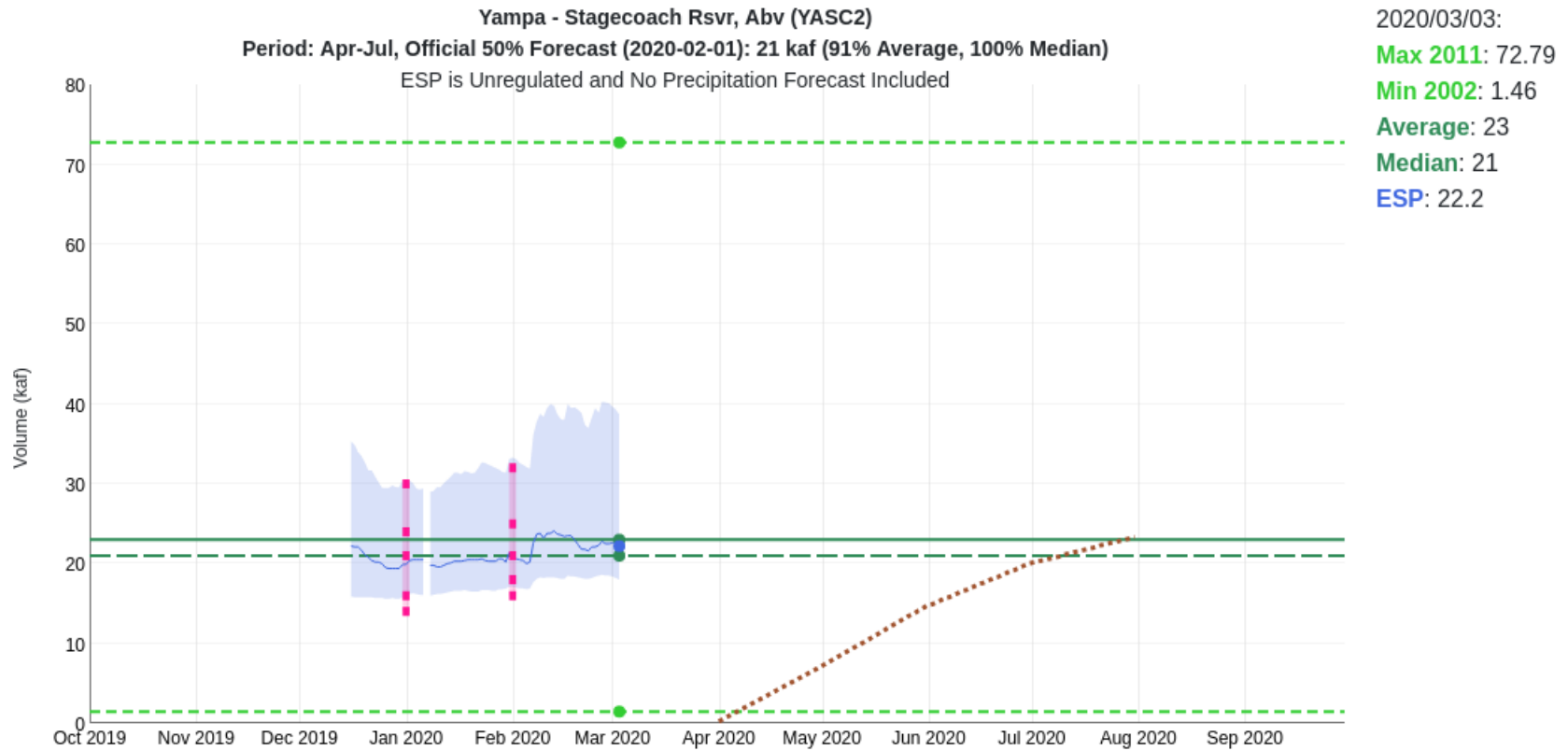
[Create/Modify Report](#) | 
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[Output Format](#) | 
 [Layout](#) | 
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 [Time Period](#) | 
 [Fit Table To Screen](#)

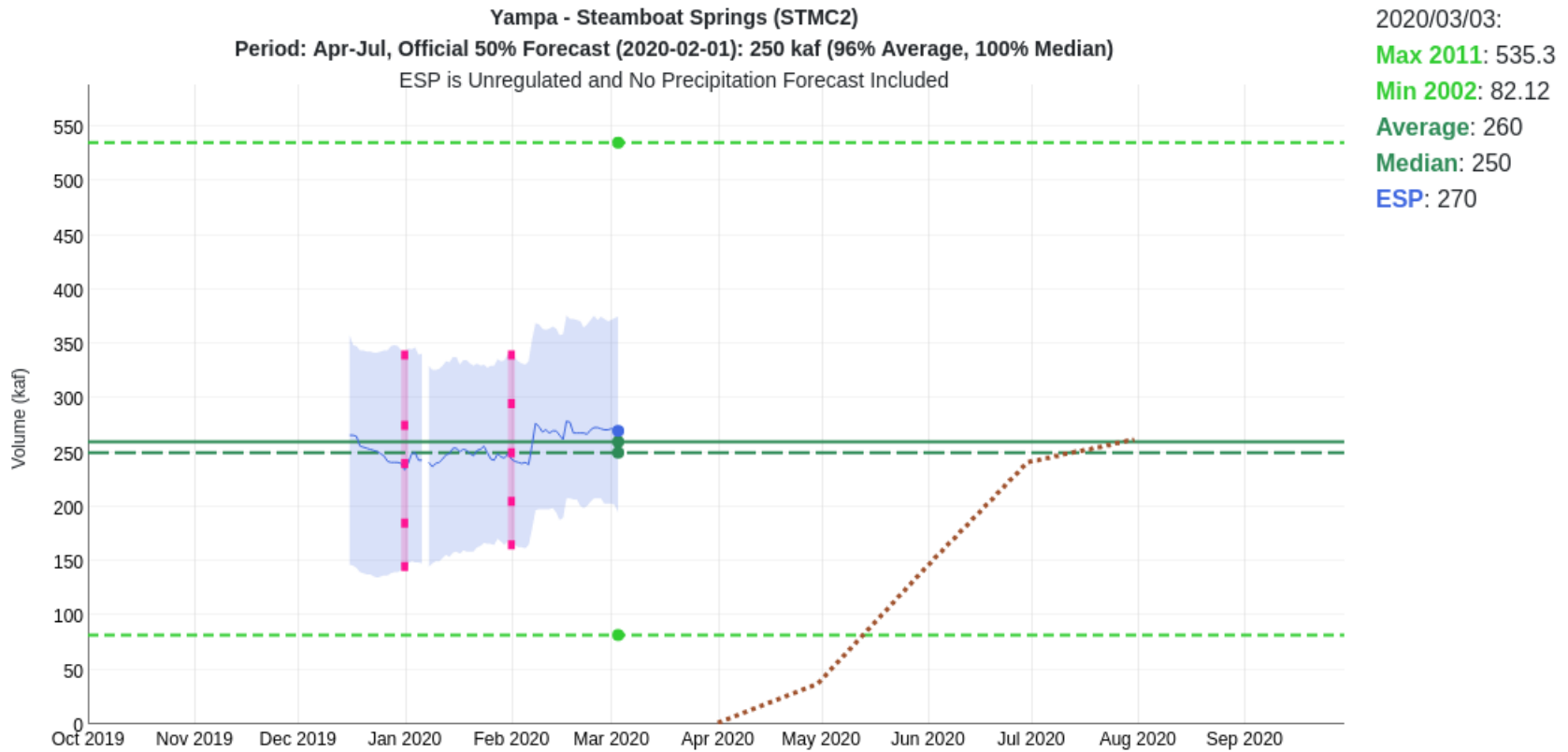
**Lost Dog (940)**  
**Colorado SNOTEL Site - 9320 ft**  
**Reporting Frequency: Daily; Date Range: 2020-02-03 to 2020-03-03**

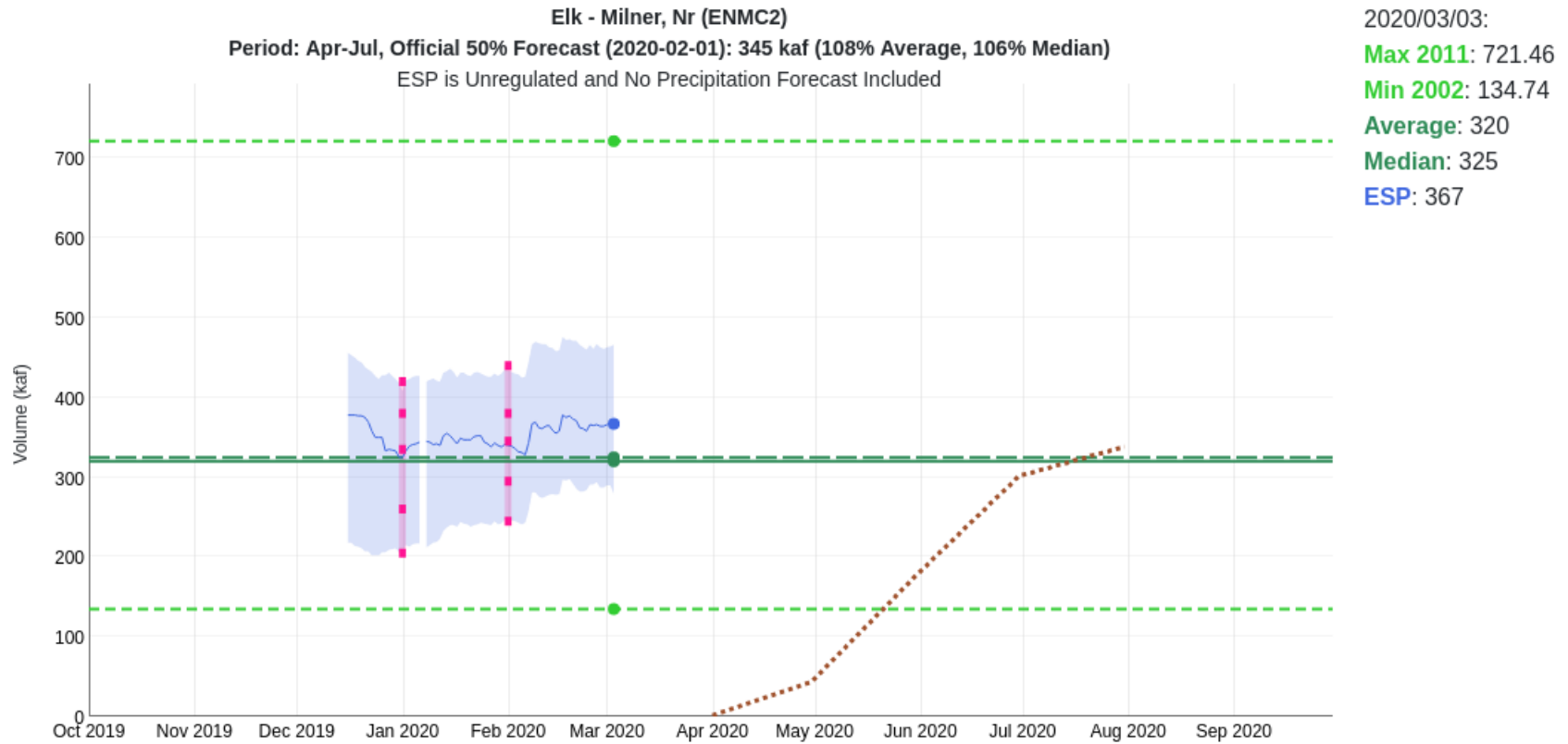
(As of: Tue Mar 03 13:05:51 GMT-08:00 2020)  
\*\*Provisional data, subject to revision\*\*

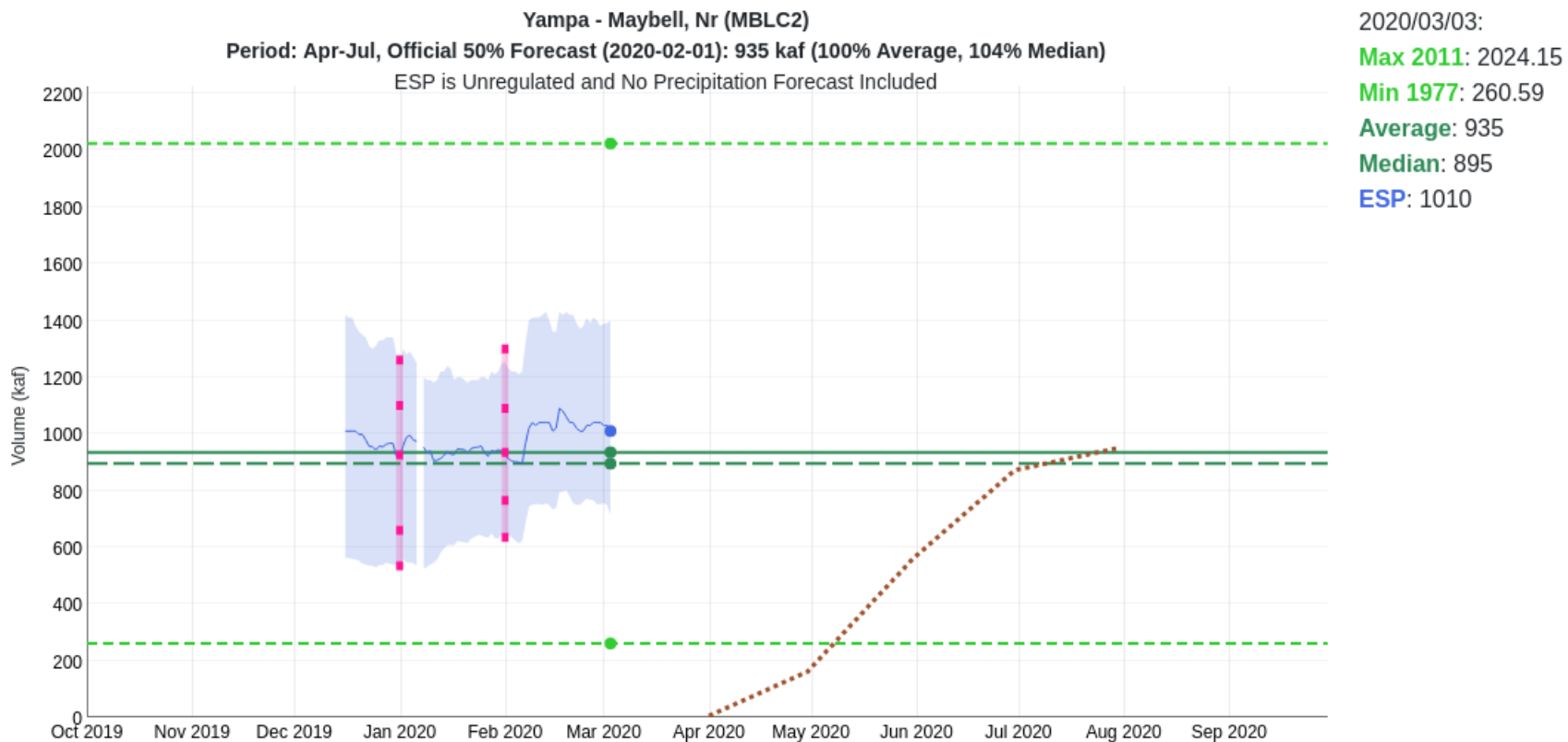
Date	Snow Water Equivalent (in) Start of Day Values	Median Snow Water Equivalent (1981-2010) (in) Start of Day Values	Snow Water Equivalent % of Median (1981-2010)	Snow Depth (in) Start of Day Values	Precipitation Accumulation (in) Start of Day Values	Average Precipitation Accumulation (1981-2010) (in) Start of Day Values	Precipitation Accumulation % of Average (1981-2010)	Air Temperature Maximum (degF)	Air Temperature Minimum (degF)	Air Temperature Average (degF)
2020-03-03	19.8	22.1	90	62	19.1	20.4	94			
2020-03-02	19.8	22.0	90	62	19.1	20.4	94	26	18	21
2020-03-01	19.7	21.9	90	59	18.9	20.3	93	35	24	29
2020-02-29	19.7	21.7	91	61	18.9	20.2	94	39	27	32
2020-02-28	19.7	21.5	92	64	18.9	20.2	94	38	20	29
2020-02-27	19.6	21.4	92	62	18.8	20.1	94	29	17	22
2020-02-26	19.6	21.2	92	62	18.8	20.0	94	20	4	14
2020-02-25	19.6	21.1	93	64	18.8	19.8	95	17	2	9
2020-02-24	19.6	20.9	94	64	18.8	19.7	95	24	10	15
2020-02-23	19.6	20.7	95	65	18.8	19.5	96	39	20	29
2020-02-22	19.6	20.6	95	66	18.8	19.4	97	41	27	33
2020-02-21	19.6	20.4	96	67	18.8	19.3	97	38	25	31
2020-02-20	19.6	20.2	97	69	18.8	19.1	98	35	4	20
2020-02-19	19.6	20.0	98	71	18.8	18.9	99	25	3	15
2020-02-18	19.6	19.8	99	73	18.8	18.7	101	20	6	13
2020-02-17	19.6	19.6	100	74	18.8	18.6	101	21	7	14
2020-02-16	18.6	19.3	96	68	17.8	18.5	96	27	21	24
2020-02-15	18.4	19.0	97	66	17.6	18.3	96	27	20	23
2020-02-14	18.4	18.6	99	68	17.6	18.1	97	35	20	28
2020-02-13	18.2	18.2	100	69	17.5	17.9	98	24	12	17
2020-02-12	17.9	17.8	101	66	17.2	17.7	97	26	11	15
2020-02-11	17.8	17.4	102	67	17.1	17.5	98	23	6	14
2020-02-10	17.8	17.0	105	69	17.1	17.2	99	20	8	12
2020-02-09	17.8	16.7	107	70	17.1	17.1	100	33	9	17
2020-02-08	17.8	16.4	109	72	17.1	17.0	101	34	16	26
2020-02-07	16.3	16.2	101	64	15.9	16.8	95	28	20	24
2020-02-06	15.4	16.1	96	50	14.8	16.7	89	24	6	16
2020-02-05	15.4	16.0	96	52	14.8	16.6	89	9	-7	2
2020-02-04	15.4	15.9	97	54	14.8	16.5	90	18	-6	2
2020-02-03	15.3	15.8	97	51	14.7	16.4	90	36	5	24

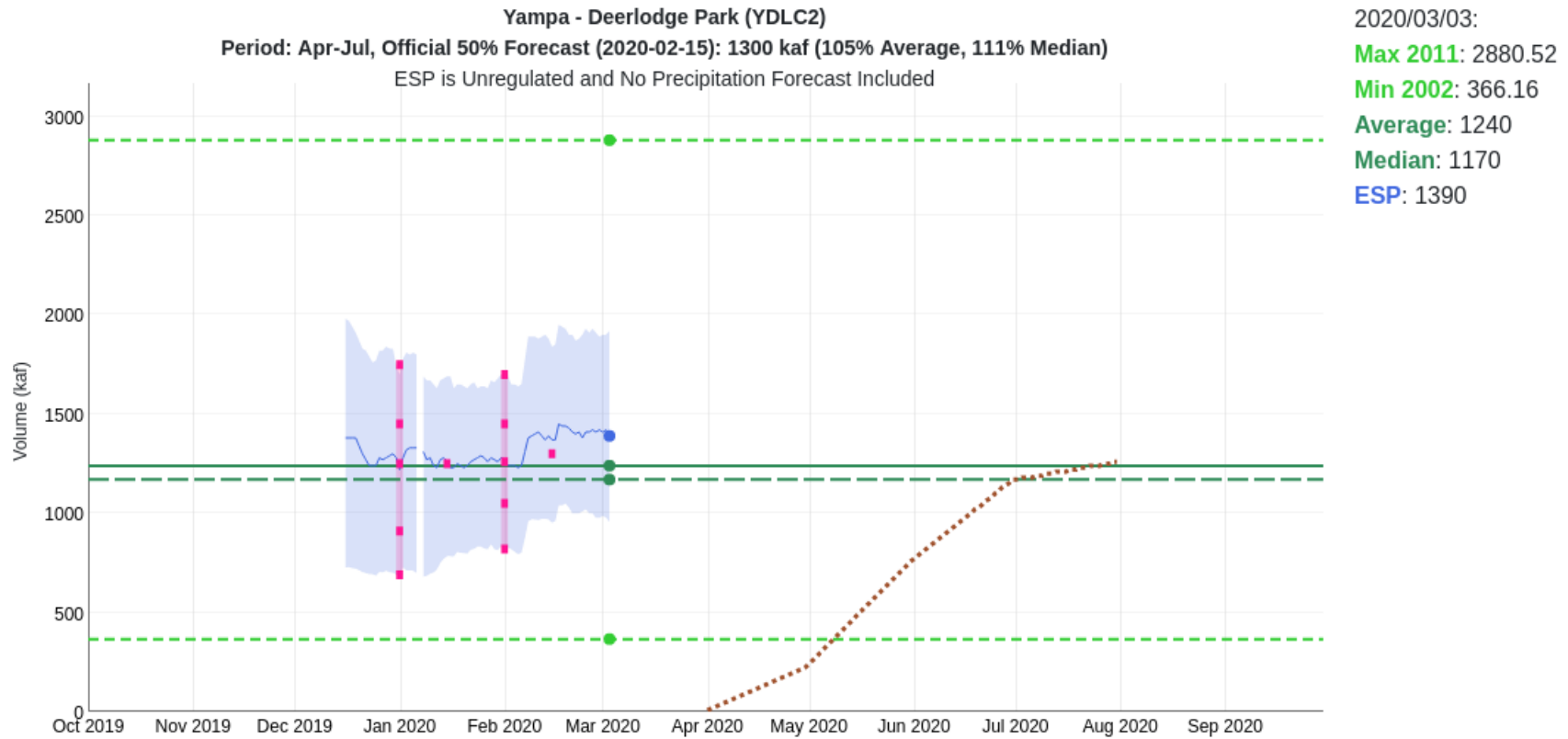








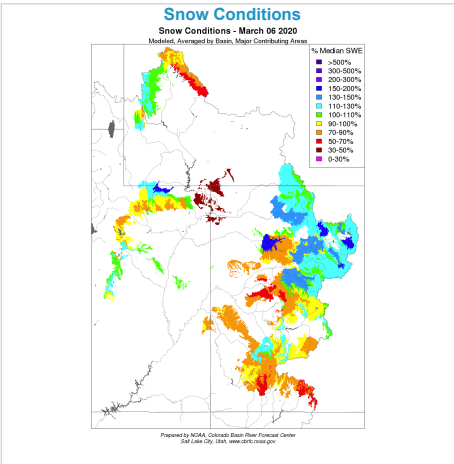
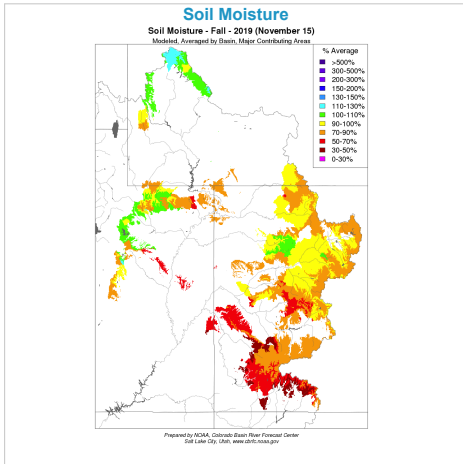






**News** Wednesday March 18, 2020, 10 am MT: CBRFC Peak Flow Forecast Webinar. Registration -> [More Info...](#)  
Tuesday April 7, 2020: CBRFC Water Supply Webinars. Registration -> [More Info...](#)

## Upper Colorado Situational Awareness

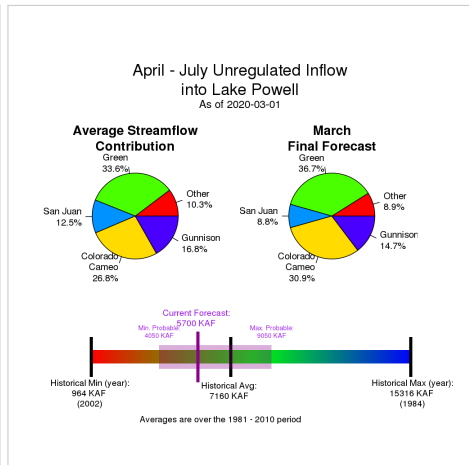
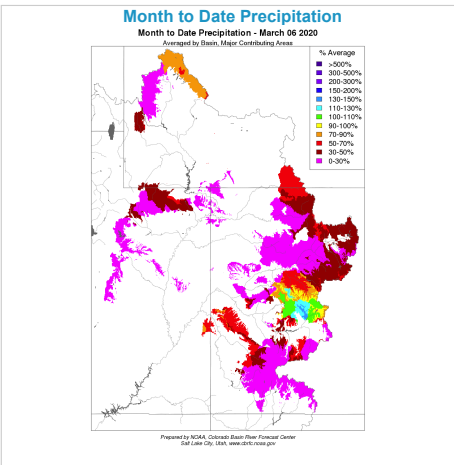
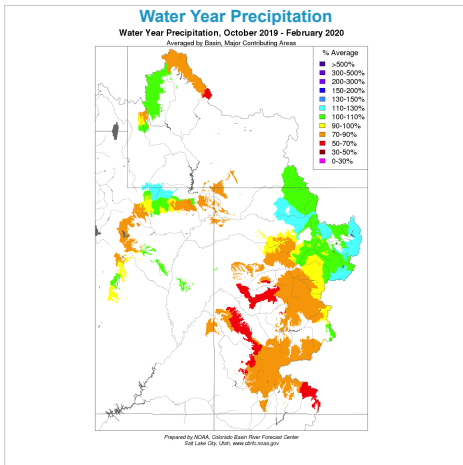


### Lake Powell Unregulated Inflow (kaf) Water Year 2020 Forecasts as of 2020-03-01

Period	Obs to Date	Full Fcst	%Avg
Apr-Jul	0	5700	80%
Water Year	1587	8482	78%

### Lake Powell %Average Precipitation Water Year 2020

Area	Oct	Nov	Dec	Jan	Feb	Water Year
UC-Powell	75	85	111	89	91	91



### More Information

- [Lake Powell Forecast Evolution Plot](#)
- [Apr-July Text Forecast Product](#)
- [Water Year Text Forecast Product](#)
- [Lake Powell Snotel Group Plot](#)
- [Lake Powell Snotel Group Data](#)
- [USBR 24 Month Study](#)

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**HOME**  
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National Weather Service  
National Oceanic and Atmospheric Administration  
Department of Commerce

**RIVERS**  
Conditions Map  
Conditions List  
Peak Flow Map  
Peak Flow List  
Peak Flow Archive  
Recreational Forecasts  
Text Products  
5 Day Flood Outlook  
Hydro Data  
AHPs

**SNOW**  
Conditions Map  
Conditions List

**WATER SUPPLY**  
Official Forecast Map  
Official Forecast List  
Official Forecast Discussion  
Discussion Archive  
Upper Colorado Situational Awareness  
Lower Colorado Situational Awareness  
Official Forecast Publication  
Publication Archive  
Specific Site Archive  
Latest Model Guidance Map  
Latest Model Guidance List  
Western Forecast Map  
2019 Verification Map

**RESERVOIRS**  
Conditions Map  
Conditions List

**WEATHER**  
Forecast Precipitation  
Observed Summary  
Observed Precipitation  
Observed Temperature  
Observed Freezing Level  
Month To Date Precipitation  
National Precip Forecast

**CLIMATE**  
Forecasts  
Hydroclimatology  
Data and Indices  
El Nino and MJO

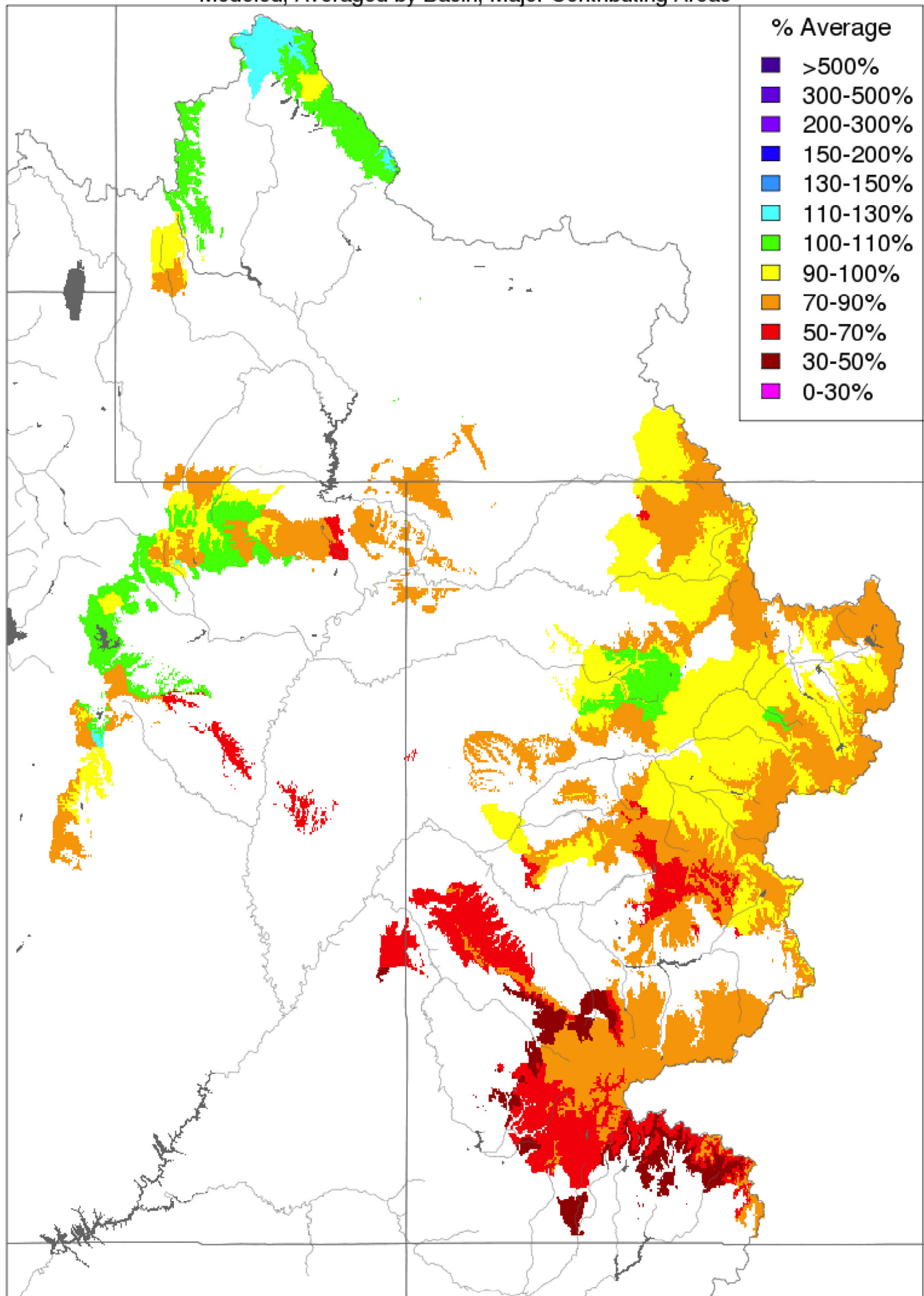
**HELP**  
General  
Water Supply Documentation  
Sac-SMA Model  
Peak Forecasts

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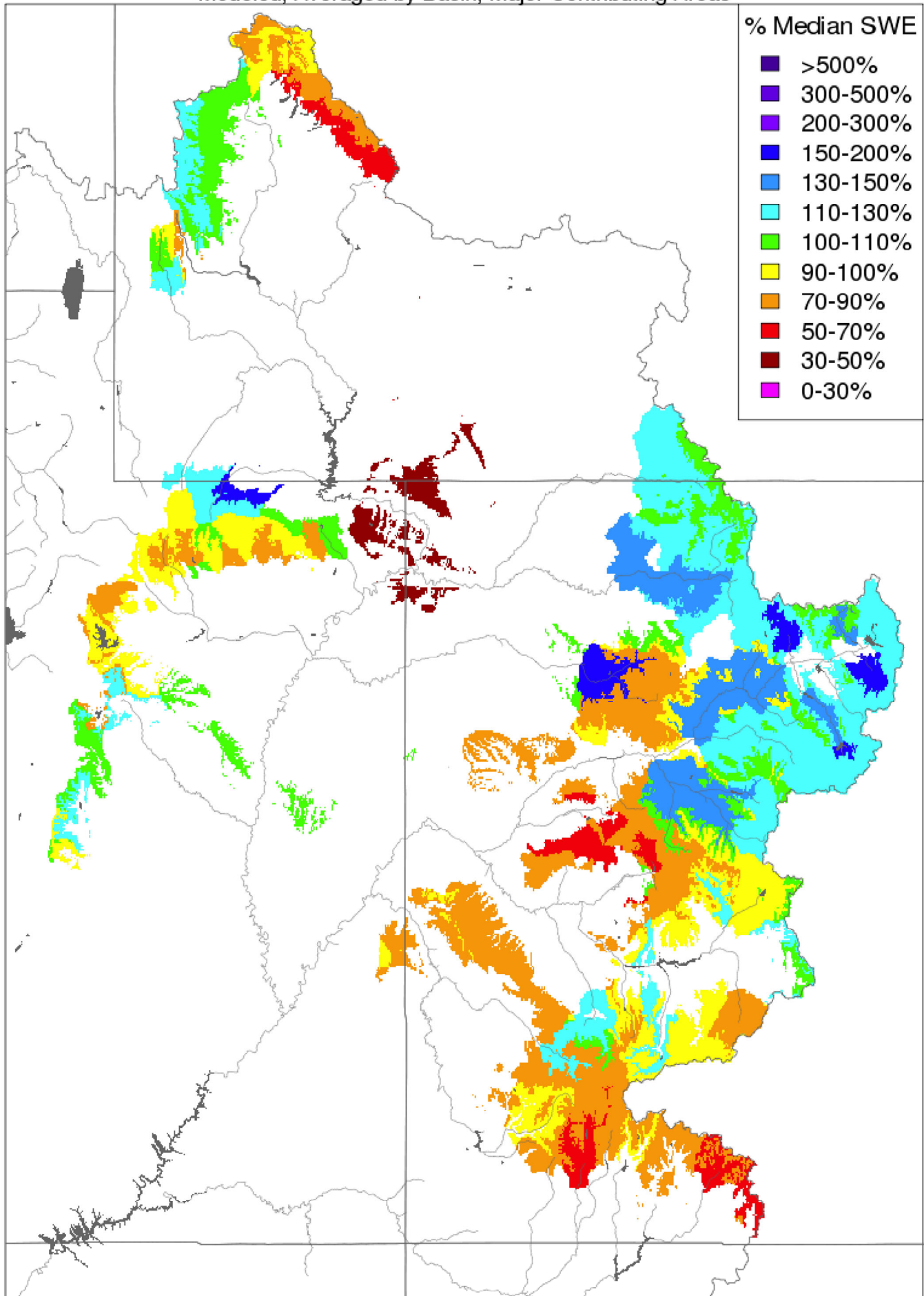
# Soil Moisture - Fall - 2019 (November 15)

Modeled, Averaged by Basin, Major Contributing Areas



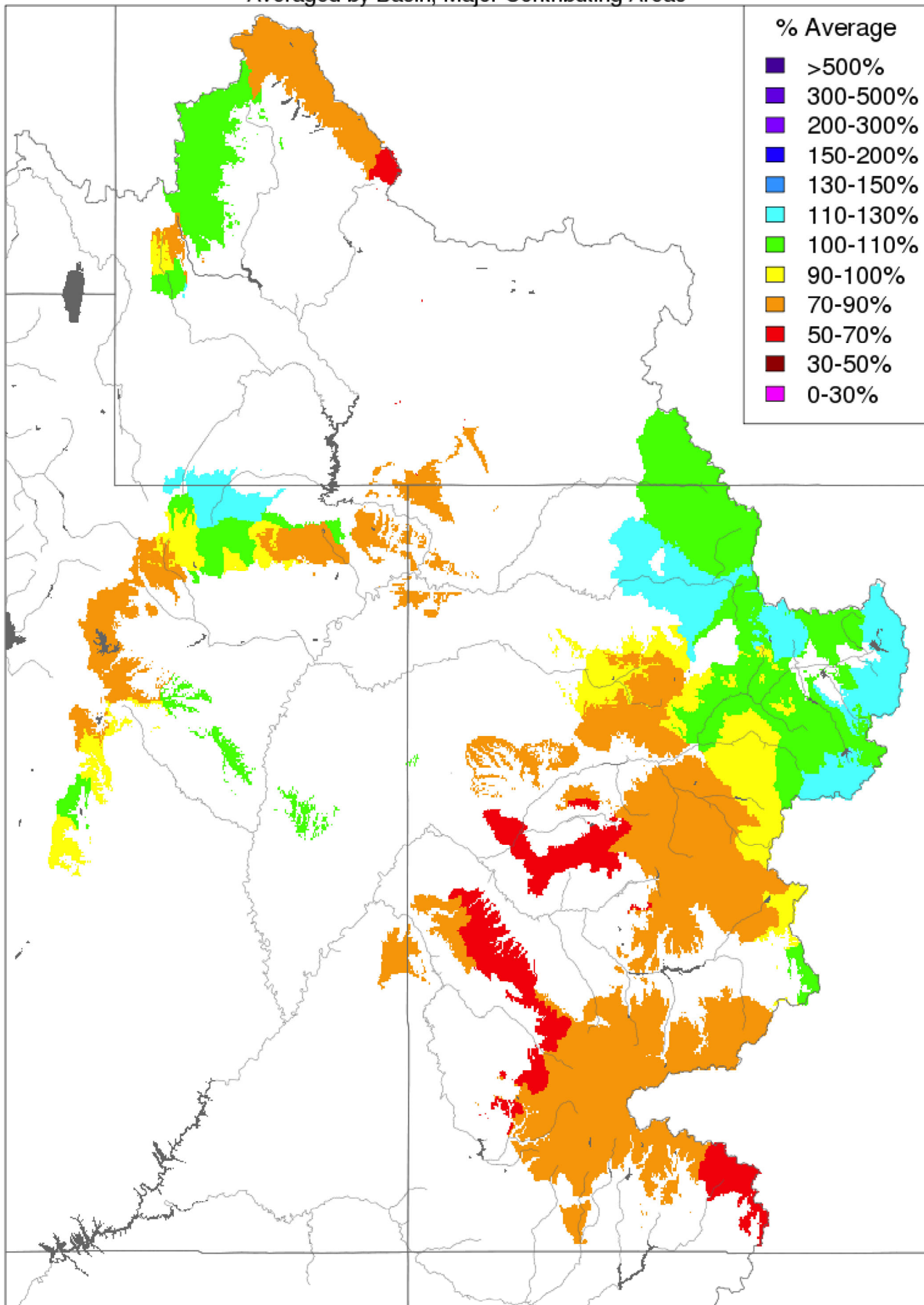
# Snow Conditions - March 06 2020

Modeled, Averaged by Basin, Major Contributing Areas



# Water Year Precipitation, October 2019 - February 2020

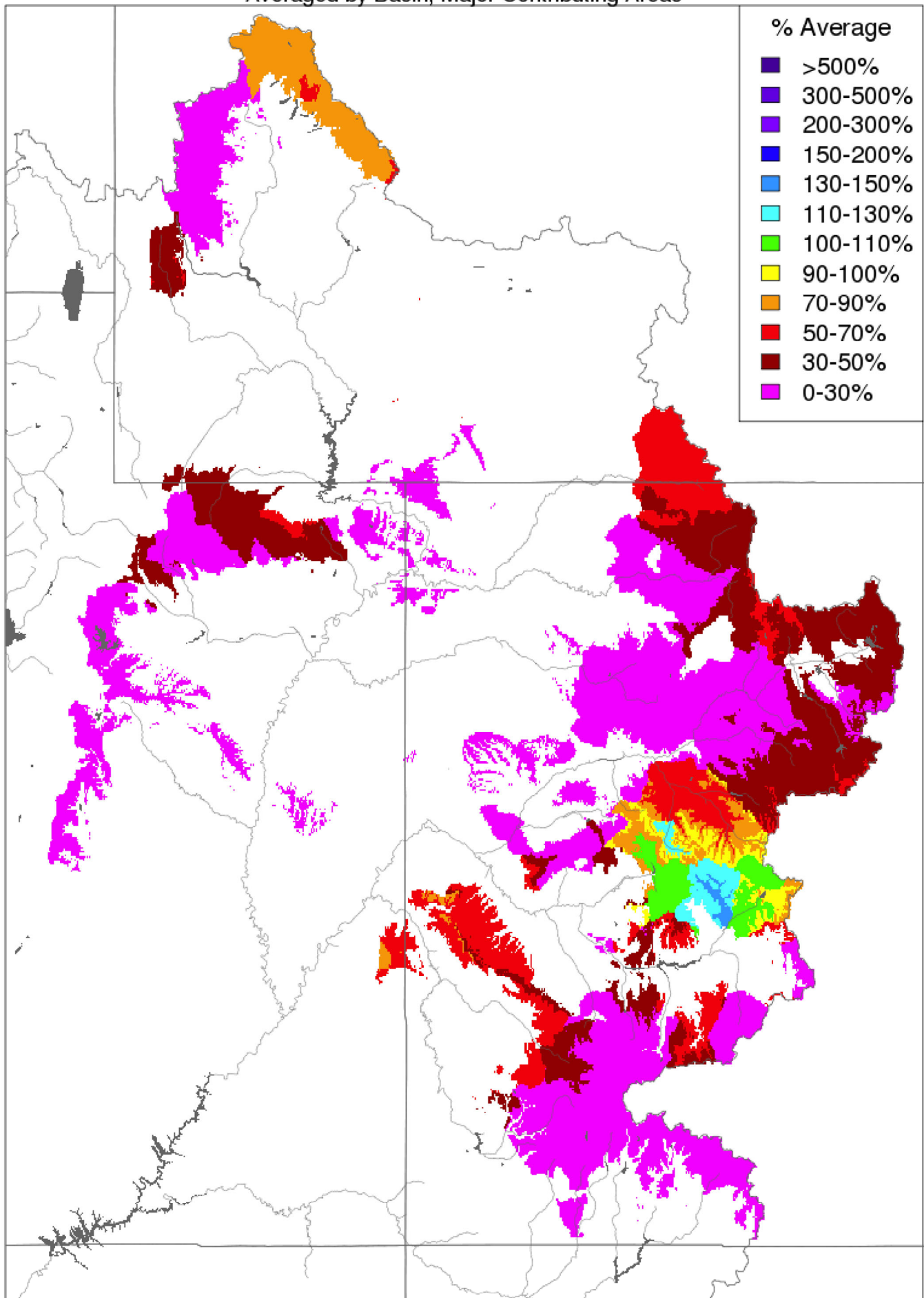
Averaged by Basin, Major Contributing Areas





# Month to Date Precipitation - March 06 2020

Averaged by Basin, Major Contributing Areas



**Lake Powell Unregulated Inflow (kaf) Water Year 2020 Forecasts as of 2020-03-01**

Period	Obs to Date	Full Fcst	%Avg
<b>Apr-Jul</b>	<b>0</b>	<b>5700</b>	<b>80%</b>
<b>Water Year</b>	<b>1587</b>	<b>8482</b>	<b>78%</b>

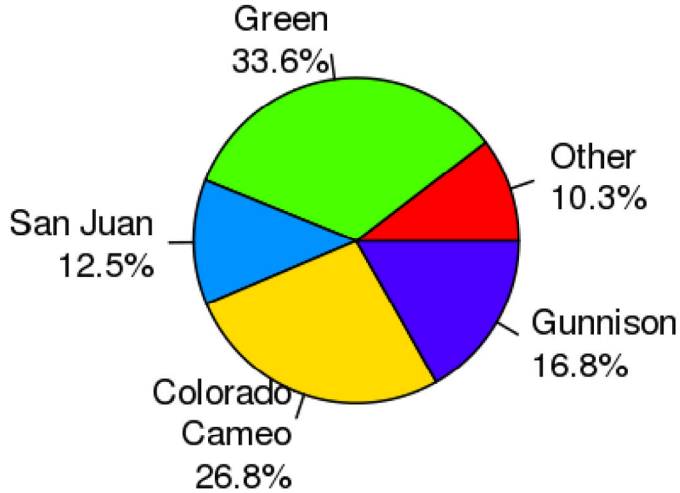
**Lake Powell %Average Precipitation Water Year 2020**

Area	Oct	Nov	Dec	Jan	Feb	Water Year
<b>UC-Powell</b>	<b>75</b>	<b>85</b>	<b>111</b>	<b>89</b>	<b>91</b>	<b>91</b>

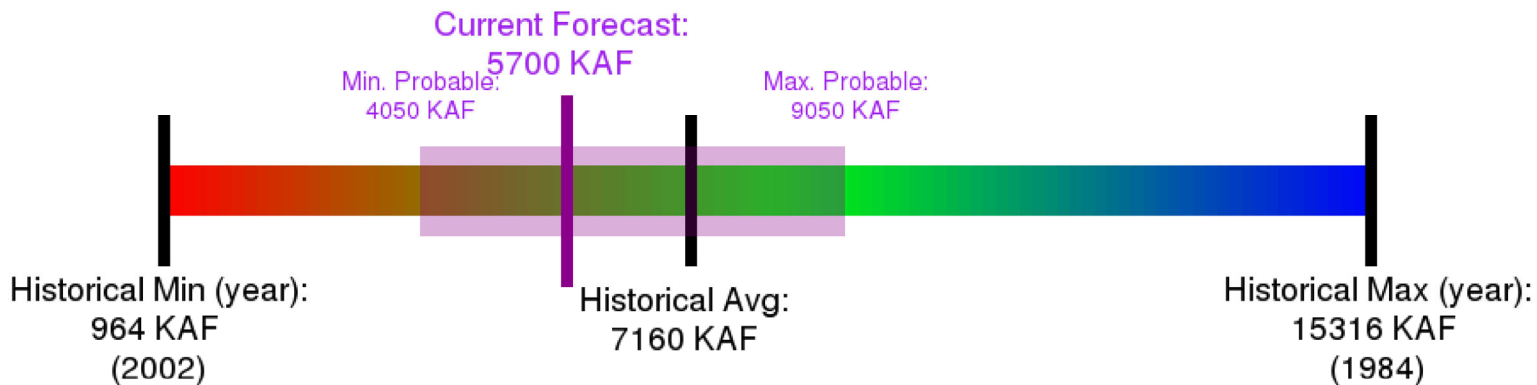
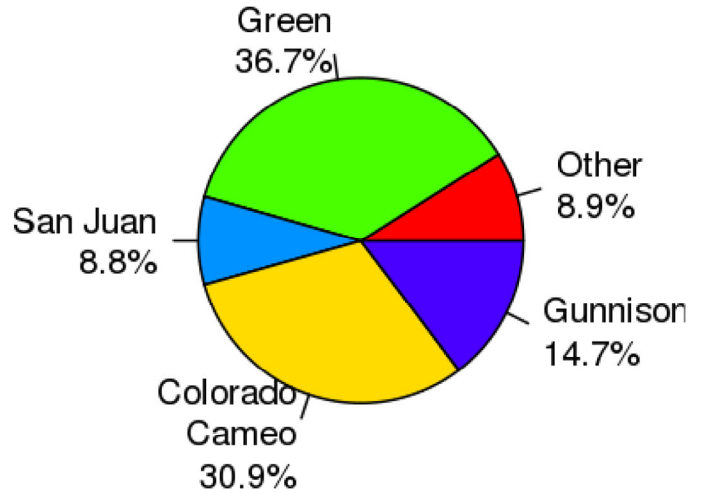
# April - July Unregulated Inflow into Lake Powell

As of 2020-03-01

## Average Streamflow Contribution



## March Final Forecast



Averages are over the 1981 - 2010 period





## BOARD COMMUNICATION FORM

**From:** Holly Kirkpatrick

**Date:** 3/6/2020

**Item:** Public Information Summary Update

---

DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

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

As mentioned in the budget update, the \$100,000 grant from the YWG Basin Roundtable was approved by CWCB on January 28, 2020, bringing the total grant pool for the two-year pilot program to \$200,000. The launch of the Diversion Infrastructure Improvement Project (DIIP) coincides with the first grant cycle of the Yampa River Fund and the outreach for the Integrated Water Management Plan (IWMP) to identify participants in the diversion assessment slated to take place this summer. As this work moves forward, interest in the grant program should gain momentum.

Hive180 Marketing is under contract to design and develop a new UYWCD website. I am currently working on design concepts and writing content for the new site, which is expected to launch by early summer.

In conjunction with the marketing efforts and management of information for the Board, I have attached a schedule of events/publications in which UYWCD related information has or will appear.

Individual Irrigator (II) Water Allotment Contract applications have been distributed to all former II contractees. I have attached a timeline of II contract completion for your review.

**II. Summary and Alternatives:**

**III. Staff Recommendation:**



**IV. Legal Issues:**

**V. Consistency with Board Goals and Policies:**  
Goals 3-8.

**Attachments:**

1. Public Information Schedule of Events/Publications
2. Individual Irrigator Water Allotment Contract Completion Timeline

Date	Publication/Event	Topic
2/24/2020	Steamboat Pilot – Community Agriculture Alliance Article	Diversion Infrastructure Improvement Project
2/27/2020	Routt County Landowners Meeting	Diversion Infrastructure Improvement Project
March	CAA Monthly Ag Journal	Diversion Infrastructure Improvement Project
3/2/2020	Integrated Water Management Plan Meeting	Diversion Assessments
3/4/2020	Steamboat Pilot – News in Brief	Yamcolo Water Allotment Contract Meeting in Yampa
3/5/2020	Yamcolo Water Allotment Contract Meeting	Individual Irrigators Water Allotment Contracts Q & A
3/24/2020	WeCO Water Educators Symposium	Statewide Water Education Action Plan (SWEAP)
3/31/2020	CO River District State of the River – Craig	Spring Run-off Projected Flows
4/1/2020	CO River District State of the River – Steamboat	Spring Run-off Projected Flows

<b>Individual Irrigators Water Allotment Contract Timeline</b>	
February 25, 2020	Contract Applications Mailed
March 13, 2020	Contract Application Deadline
March 20, 2020	Prepared Contracts Mailed for Signature
April 1, 2020	Signed Contract Deadline





# BOARD COMMUNICATION FORM

**From:** Scott Grosscup, legal counsel

**Date:** March 5, 2020

**Item:** Water Resume Review

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

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**I. Request/Issue and Background Information:** I reviewed the Water Resumes for Water Divisions 5 and 6 for water court filings in the month of January and did not identify any water applications that would impair or injure the District's water rights.



# BOARD COMMUNICATION FORM

**From:** Scott Grosscup, legal counsel

**Date:** March 5, 20209

**Item:** Water Court Cases Update

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\_\_\_\_\_ DIRECTION  
 \_\_\_\_\_ INFORMATION  
 \_\_\_\_\_ MOTION  
 \_\_\_\_\_ RESOLUTION

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

**Case No. 17CW3043** – This is the application by the City of Steamboat Springs for an augmentation plan for Casey’s Pond. The District has entered a stipulation consenting to the form of ruling in 2019. The ruling uses the District’s water rights from Stagecoach reservoir in its augmentation plan for Casey’s Pond. The Applicant recently entered into a stipulation with the CWCB recognizing Casey’s Pond existed prior to the CWCB’s instream flow water right. This leaves one remaining oppose, the Mt. Werner Water & Sanitation District, who should settle out of the case in the near future. We will continue to monitor the case to ensure that no concerns are raised in the use of the District’s water rights.

**Case No. 18CW3020** – This is the application by the Mt. Werner Water & Sanitation District for new junior water rights at the Yampa Meadows Infiltration Gallery and plan for augmentation using water from Stagecoach and Yamcolo Reservoirs pursuant to two contracts with the UYWCD. The District entered into a stipulation with the Applicant, which was approved by the Referee, consenting to the relief requested and properly identifying water rights that may be used from Yamcolo Reservoir for augmentation purposes. The City of Steamboat Springs is the only remaining opposer. A follow-up status conference with the water referee is scheduled for later this month.

**Case No. 19CW3005** – This is an application for finding of reasonable diligence filed by Tri-State Generation and Transmission Association related to conditional water rights it owns in the Four Counties Ditch No. 3, Headgate 8 and in the Wessels Canal. No other statements of opposition were filed. The Division Engineer is recommending that the Court deny the application and cancel the conditional water rights. TriState has requested additional time to respond to the consultation report, until early April, citing “a significant shift in generation strategy over the next decade”.

**Water Horse Resources** – The Utah Division of Water Rights has not issued an Order on Aaron Million’s project to divert water from Utah to Colorado’s eastern slope. There has been some retirement and personnel issues within the Division that may have added additional delay. No estimated time for resolution.



# BOARD COMMUNICATION FORM

March 11, 2020 Meeting

**From:** Bob Weiss, Legal Counsel

**Date:** March 6, 2020

**Item:** Board Appointments

DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

**I. Request/Issue and Background Information:** The terms of Directors Haskins, Brenner and Colby will expire March 8, 2020. Appointments are made by the Chief Judge.

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

We published as required by the statute. The deadline for applications was February 7, 2020. Directors Haskins and Brenner applied and were reappointed. Lyn Halliday and Gerry Smith applied for the South Routt seat. Lyn Halliday was appointed. These are 4 year terms expiring March 8, 2024.

**II. Summary and Alternatives:** N/A

**III. Staff Recommendation:** N/A

**IV. Legal Issues:** Legal issues are identified above.

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

**VI. Fiscal Impact:** N/A





# BOARD COMMUNICATION FORM

March 11, 2020 Board Meeting

(Not Privileged)

**From:** Robert G. Weiss, Legal Counsel

**Date:** March 5, 2020

**Item:** Yamcolo/Stagecoach contracting update

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DIRECTION  
 INFORMATION  
 MOTION  
 RESOLUTION

---

**I. Request/Issue and Background Information:** Final versions of the following contracts have been submitted to the Irrigators with Exhibits for review. This is an update on matters which are not privileged and confidential attorney-client communications or protected from disclosure as instructions to negotiators.

**A. Yamcolo Irrigators Association (YIA) Amendment.** This Amendment makes a number of changes to the YIA agreement, including the pricing provisions which would fix until 2041 the price of YIA water starting in 2020 at \$13/AF and increasing annually by CPI subject to certain side board limitations. Annual repricing of YIA water based on O, M & A will not be necessary through 2041.

**B. 2005 Stillwater Ditch Agreement Amendment.** The negotiations to reacquire the Stillwater Ditch with its former shareholders have been suspended for at least 4 or 5 years. The District has agreed to reimburse the attorney's fees of the former shareholders up to \$11,000. The attached Amendment suspends annual repricing to the former shareholders based on O, M & A which was set to start this year under the existing agreement and instead establishes a 2020 fixed fee of \$0.74 per share fee (total in 2020 of \$8,186.25) adjusted annually by CPI (using the same CPI adjustment formula as the other contracts) through 2041.

**C. Carriage Contract.** Individual Irrigators and YIA members who wish to use the Stillwater Ditch will need to have a carriage contract with the District. The contract will run through 2041 on a take or pay basis. The 2020 starting price would be \$1.84 per acre foot annually of water the irrigator has under contract. This would adjust by CPI as modified by side boards. Credit against fee would be given to shareholders who have "capacity" in the original 36.3 cfs in the Ditch under the 2005 Stillwater Agreement to the extent that capacity used to deliver their water.

D. **Yamcolo Individual Irrigators** (3500 AF Yamcolo water). The cover letter, application and form of non-renewable allotment contact and carriage contract for the Individual Irrigators for a term beginning 2020 irrigation season through 2041 is attached. Water price is \$11 AF with sideboard CPI adjustment. Water subject to District's 2030 off-ramp of 500 AF is \$10 AF. District has agreed to reimburse their attorney fees up to \$2000. The Resolution adopted by the Board in January and revised at this meeting describes the process for re-contracting the 3500 AF of individual Irrigator water.

**II. Summary and Alternatives:** See above

**III. Staff Recommendation:** Informational item only.

**IV. Legal Issues:** As described above.

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

**VI. Fiscal Impact:** Various

**Attachments:** 2005 Stillwater Ditch Amendment

YIA amendment

Cover letter, Application, Individual Irrigator Contact and Carriage Contract

Form

**ATTACHMENT: 2005 STILLWATER DITCH AMENDMENT**

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**AMENDMENT TO**  
**ASSIGNMENT OF STOCK AND WATER DELIVERY AGREEMENT**

This **AMENDMENT TO ASSIGNMENT OF STOCK AND WATER DELIVERY AGREEMENT** (this “Amendment”) is entered into by and among the UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservancy district (referred to herein as the “District”), the STILLWATER DITCH AND RESERVOIRS COMPANY, a Colorado nonprofit corporation (the “Company”), and the following individuals and entities: FIVE PINE LLC, a Colorado limited liability company, LONE CREEK LAND COMPANY, LLC, a Nebraska limited liability company, BAR A RANCH (a/k/a SLEEPING LION RANCH), TIMOTHY KIRKPATRICK, ANNE COLLINS, LAWRENCE RICCA & SONS, CLYNKE’S BEAR RIVER RANCH, TOWN OF YAMPA, KEVIN KRAUSGRILL, JOHN REDMOND and SARA B. REDMOND (referred to collectively herein as the “Shareholders”), and is effective as of the date of the complete execution by all of the foregoing parties as indicated below (the “Effective Date”). The District, the Company, and the Shareholders may be referred to below individually as a “Party,” and all are collectively known as the “Parties.”

**RECITALS**

- A. The District is a Colorado water conservancy district duly organized and existing pursuant to the Water Conservancy Act, Colorado Revised Statutes §§37-45-101, *et seq.*
- B. The Company is a mutual ditch and reservoir company organized and existing under Colorado law.
- C. In 2005, by the Assignment of Stock and Water Delivery Agreement recorded in the records of the Clerk and Recorder of Routt County, Colorado, on July 14, 2005, at Reception No. 621890, and the records of the Clerk and Recorder of Garfield County, Colorado, on July 25, 2005, at Book 1709, Page 444 (the “Stock Assignment Agreement”), all stock in the Company was transferred from the Shareholders or their predecessors to the District. At the time of execution of this Amendment, the District remains the sole owner of all stock in the Company and owns and controls the Company.
- D. At the time of execution of this Agreement, the Shareholders, collectively, are the current owners of 100% of the residual rights of the Shareholders under the Stock Assignment Agreement.
- E. Pursuant to the terms of the Stock Assignment Agreement, the District has been responsible for the operation and maintenance of the Stillwater Ditch and the delivery of water diverted through the ditch to the Shareholders and others, and the Shareholders have paid an annual per share delivery payment to the District as set forth in paragraph 7 of the Stock Assignment Agreement (the “Delivery Payment”).

- F. Pursuant to paragraph 7 of the Stock Assignment Agreement, commencing May 1, 2020, the Delivery Payment was to be calculated so the Shareholders collectively paid a percentage of the expected annual cost of the operation, repair, renovation and maintenance of the Stillwater Ditch (including reasonable reserves for replacement and major repairs based upon the anticipated cost of such repair and replacement over time).
- G. The District, Company, and the Shareholders desire to amend paragraph 7 of the Stock Assignment Agreement so that the Delivery Payment for the period commencing May 1, 2020, and running through November 1, 2041, will be based on a fixed per share amount adjusted by changes in the Consumer Price Index as hereinafter set forth.

### AMENDMENT

**NOW THEREFORE**, for and in consideration of the understandings of the Parties set forth in the Recitals and mutual promises set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the Stock Assignment Agreement:

1. **INTERIM DELIVERY PAYMENT.** The Parties acknowledge and agree that the current capacity of the Stillwater Ditch is 62.5 cfs, and that the 36.3 cfs of capacity reserved to the Shareholders under the Stock Assignment Agreement represents 58% (36.3/62.5) of the overall ditch capacity. Notwithstanding any provision of paragraph 7 of the Stock Assignment Agreement to the contrary, it is agreed that the Delivery Payment for 2020 shall be \$ 0.74 per share. Each Shareholder shall be required to pay a Delivery Payment per share for the total number of shares that the Shareholder or the Shareholder's predecessor transferred to the District under the Stock Assignment Agreement, as set forth on Exhibit A. In total, the overall Delivery Payment for all of the Shareholders in 2020 shall be \$8,186.25 ( $\$0.74 \times 11,062.5$  outstanding shares). Commencing in calendar year 2021 and continuing through calendar year 2041 until November 1, 2041, the amount of such Delivery Payment shall be adjusted upwards annually to be an amount equal to the greater of (i) the Delivery Payment paid for the prior calendar year, or (ii) the product obtained by multiplying the per share Delivery Payment charged to the Shareholders for the prior calendar year by a fraction the denominator of which is the Consumer Price Index for All Urban Consumers ("CPI-U"), Denver-Aurora-Lakewood Metropolitan Area, "All Items" (1982 – 84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the semi-annual period ending December 31 of the year prior to the prior year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior year. However, notwithstanding the foregoing, the following rules shall apply and supersede the methodology of the CPI adjustment to the Delivery Payment as determined above for any calendar year from 2021 through 2041:

(a) If the CPI-U increase for the preceding calendar year was 1.5% or less, then apply a 1.5% increase; but

(b) If the CPI-U increase for the preceding calendar year was more than 1.5% but not more than 4%, then decrease such actual CPI-U increase by 0.5% and apply such adjusted increase; but

(c) If the CPI-U increase for the preceding calendar year was more than 4%, then divide the amount by which such increase exceeds 4% by 2, and add the result to 4% and apply such adjusted increase; but

(d) In no event shall the adjusted percentage increase be less than 1.5% nor more than six percent (6%).

In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of January 1, 2020, then the District 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 increases in the CPI are taken into account, notwithstanding any such change in the base year. A chart demonstrating the operation of this paragraph 1 is attached as Exhibit B to this Agreement for illustrative purposes. If there is any inconsistency between the chart and the text of this Amendment the text of the Amendment shall be controlling.

2. The parties agree that paragraph 1 of this Amendment is for the purpose of resolving the per share Delivery Payment for years 2020 through 2041 only under the Stock Assignment Agreement, as amended hereby, and shall not apply to determination of the per share Delivery Payment in 2042 and subsequent years, nor in any way prejudice the rights of either Party under the Stock Assignment Agreement as amended hereby, including the rights of the Parties to determine the Delivery Payment for 2042 and all years thereafter in accordance with the provisions of paragraph 7 of the Stock Assignment Agreement, as amended hereby.

3. **WARRANTIES OF THE PARTIES.** The District and Company warrant to the Shareholders that on the Effective Date, the District is the sole and exclusive owner of 100% of the shares in the Company, that the District and Company are authorized to execute and agree to the terms of this Amendment, and that the consent to this Amendment of any third party claiming by or through the District or Company has been obtained or is not required. The Shareholders, and each of them, warrant to the District and Company that, as of the Effective Date, the respective percentage interests of each Shareholder in the residual rights of the Shareholders under the Stock Assignment Agreement District and the number of shares allocated to each Shareholder for the purpose of calculating the Delivery Fee is accurately set forth in Exhibit A attached hereto, that the Shareholders collectively are the sole and exclusive owners of 100% of residual rights of the Shareholders under the Stock Assignment Agreement, that the Shareholders are authorized to execute and agree to the terms of this Amendment, and that the consent to this Amendment of any third party claiming by or through the Shareholders has been obtained or is not required.

4. **ASSIGNMENT OF RIGHTS OF SHAREHOLDERS.** No assignment of the residual rights of any Shareholder under the Stock Assignment Agreement, in whole or in part, shall be effective until written notice is given to the District of such assignment, signed by the assignor and assignee, containing the address and other contact information of assignee for billing purposes and setting forth in percentage terms and by shares transferred for purposes of calculation of the Delivery Fee the interest in the Stock Assignment Agreement assigned, and the interest retained, if any, by assignor. Nothing in this paragraph 4 shall be construed to require the consent or approval of the District in order for any such assignment to be effective.

**EXCEPT AS HEREIN AMENDED,** the Stock Assignment Agreement is ratified and confirmed as set forth herein.

Executed on the dates indicated below.





FIVE PINE LLC, a  
Colorado Limited liability company

By: \_\_\_\_\_  
(Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of Five Pine LLC, a  
Colorado limited liability company.

Witness my hand and official seal.

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

{ S E A L }

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Frank and Andrea Schaffner  
PO Box 121  
Yampa, CO 80483  
[hayschaffner@gmail.com](mailto:hayschaffner@gmail.com)

LONE CREEK LAND COMPANY, LLC, a  
Nebraska limited liability company

By: \_\_\_\_\_  
(Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of Lone Creek Land  
Company, LLC, a Nebraska limited liability company.

Witness my hand and official seal.

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

{ S E A L }

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Shane Peed  
PO Box 82545  
Lincoln, NE 68501  
[Shane-Peed@piedmontese.com](mailto:Shane-Peed@piedmontese.com)

BAR A RANCH, a/k/a SLEEPING LION RANCH

By: \_\_\_\_\_  
(Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of Bar A Ranch, a/k/a Sleeping Lion Ranch.

Witness my hand and official seal.

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

{ S E A L }

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Alfred Fisher III  
273 Ridge Rd.  
Grosse Pointe, MI 48236  
[Afisher3@fisherco.com](mailto:Afisher3@fisherco.com)

\_\_\_\_\_  
TIMOTHY KIRKPATRICK

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF ROUTT     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Timothy Kirkpatrick.

Witness my hand and official seal.

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

{S E A L}

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

Tim Kirkpatrick  
35 5<sup>th</sup> Street, #103  
Steamboat Springs, CO 80487  
[tbkirk@yahoo.com](mailto:tbkirk@yahoo.com)

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ANNE COLLINS

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Anne Collins.

Witness my hand and official seal.

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

{ S E A L }

---

Notary Public

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

Anne Collins  
1345 Mayflower Court  
Aspen, CO 81611  
[Annecoll63@icloud.com](mailto:Annecoll63@icloud.com)

LAWRENCE RICCA & SONS

By: \_\_\_\_\_  
Randy Ricca, \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Randy Ricca as \_\_\_\_\_ of Lawrence Ricca & Sons.

Witness my hand and official seal.

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

{S E A L}

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

Randy and Francine Ricca

\_\_\_\_\_

\_\_\_\_\_ [dairyherdca@yahoo.com](mailto:dairyherdca@yahoo.com)

CLYNKE'S BEAR RIVER RANCH

By: \_\_\_\_\_  
(Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ of Clynke's Bear River Ranch.

Witness my hand and official seal.

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

{ S E A L }

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Delores Phillips  
3047 Bookcliff Avenue  
Grand Junction, CO 81504-4139  
[clynkesbearriverranch@hotmail.com](mailto:clynkesbearriverranch@hotmail.com)

TOWN OF YAMPA

By: \_\_\_\_\_  
(Title)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_ as \_\_\_\_\_ of the Town of Yampa.

Witness my hand and official seal.

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

{S E A L}

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Janet Ray  
PO Box 224  
Yampa, CO 80483  
[jray@townofyampa.com](mailto:jray@townofyampa.com)



\_\_\_\_\_  
KEVIN KRAUSGRILL

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by Kevin Krausgrill.

Witness my hand and official seal.

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

{S E A L}

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

c/o Anne Clyncke  
PO Box 346  
Yampa, CO 80483  
[Anne.clyncke@gmail.com](mailto:Anne.clyncke@gmail.com)

\_\_\_\_\_  
JOHN REDMOND

\_\_\_\_\_  
SARA B. REDMOND

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by John Redmond and Sara B. Redmond.

Witness my hand and official seal.

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

{ S E A L }

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

**ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:**

John and Sara Redmond  
PO Box 5  
Yampa, CO 80483  
[redmondjv@gmail.com](mailto:redmondjv@gmail.com)

**Amendment to Assignment of Stock and Water Delivery Agreement**

**Exhibit "A" Shareholder List**

<b>Business Name</b>	<b>Amount of Shares</b>	<b>% of Total Shares</b>	<b>Mailing Address</b>
Elizabeth Kirkpatrick dba Humingbird Acres dba Flattops ETK Ranch	1114.25	10.07%	Elizabeth Kirkpatrick dba Humingbird Acres dba Flattops ETK Ranch 35 5th St. #103 Steamboat Springs, CO 80487
Anne Collins	180.00	1.63%	Anne Collins P.O. Box 6728 Avon, CO 81620
Sleeping Lion Ranch dba Bar A Ranch	2420.00	21.88%	Sleeping Lion Ranch LLC DBA Bar A Ranch c/o Wayne Shoemaker 8190 RCR 3 Toponas, CO 80479
Kevin Krausgrill	1.00	less than 0.5%	Kevin Krausgrill 807 Chert Pl. Clayton, CA 94517
John Redmond	735.00	6.64%	John & Sarah Redmond PO Box 5 Yampa, CO 80483
Clynckes Bear River Ranch Corp	7.00	less than 0.5%	Clynckes Bear River Ranch Corp 3047 Bookcliff Ave. Grand Junction, CO 81504
Town of Yampa	2.00	less than 0.5%	Town of Yampa PO Box 224 Yampa, CO 80483
Lawrence Ricca & Sons	75.00	0.68%	898 San Juan Grade Road Salinas, CA. 93907
Frank & Andrea Schaffner dba Five Pine LLC	357.00	3.23%	Frank & Andrea Schaffner dba Five Pine LLC PO Box 121 Yampa, CO 80483
Frank & Andrea Schaffner dba Five Pine LLC	669.50	6.05%	Frank & Andrea Schaffner dba Five Pine LLC PO Box 121 Yampa, CO 80483
Lone Creek Land Company	5501.75	49.73%	Lone Creek Land Company P.O. Box 82545 Lincoln, Nebraska 68501
<b>Total Amount of Shares:</b>	<b>11062.50</b>	<b>100.00%</b>	

**EXHIBIT B**  
**TO**  
**AMENDMENT TO ASSIGNMENT OF STOCK**  
**AND WATER DELIVERY AGREEMENT**

**Amendment to Assignment of Stock and Delivery Agreement**  
**Pricing Calculation Example**

# Amendment to Assignment of Stock and Delivery Agreement

## Exhibit B

### Pricing Calculation Example

Example 2021 Price Calculation:

	or		<b>Whichever is Greater:</b>		
2020 Price per Share = \$0.74		2020 Price per Share = \$0.74	x	$\frac{\text{Example 2020 CPI}}{\text{Example 2019 CPI}}$	
CPI Decrease	0.74	0.74	x	$\frac{226.280}{230.338} = 0.73$	Resulting 2021 Price (\$) 0.74
CPI Increase	0.74	0.74	x	$\frac{230.338}{226.280} = 0.75$	Resulting 2021 Price (\$) 0.75

However, notwithstanding the foregoing, the following rules shall apply and supersede the price above for any calendar year from 2021 through 2041:

	if 2020 CPI increase =		Price Increase		Resulting 2021 Price (\$) per Share
0.74					
(a)	0.0%	1.50%			0.75
	0.1%	1.50%			0.75
	0.2%	1.50%			0.75
	0.3%	1.50%			0.75
	0.4%	1.50%			0.75
	0.5%	1.50%			0.75
	0.6%	1.50%			0.75
	0.7%	1.50%			0.75
	0.8%	1.50%			0.75
	0.9%	1.50%			0.75
	1.0%	1.50%			0.75
	1.1%	1.50%			0.75
	1.2%	1.50%			0.75
	1.3%	1.50%			0.75
	1.4%	1.50%			0.75
1.5%	1.50%			0.75	
(b), (d)	1.6%	1.10%	default to 1.5% floor		0.75
	1.7%	1.20%	default to 1.5% floor		0.75
	1.8%	1.30%	default to 1.5% floor		0.75
	1.9%	1.40%	default to 1.5% floor		0.75
	2.0%	1.50%			0.75
	2.1%	1.60%			0.75
	2.2%	1.70%			0.75
	2.3%	1.80%			0.75
	2.4%	1.90%			0.75
	2.5%	2.00%			0.75
	2.6%	2.10%			0.76
	2.7%	2.20%			0.76
	2.8%	2.30%			0.76
	2.9%	2.40%			0.76
	3.0%	2.50%			0.76
3.1%	2.60%			0.76	
3.2%	2.70%			0.76	
3.3%	2.80%			0.76	
3.4%	2.90%			0.76	
3.5%	3.00%			0.76	
3.6%	3.10%			0.76	
3.7%	3.20%			0.76	
3.8%	3.30%			0.76	
3.9%	3.40%			0.77	
4.0%	3.50%			0.77	
(c)	4.1%	4.05%			0.77
	4.2%	4.10%			0.77
	4.3%	4.15%			0.77
	4.4%	4.20%			0.77
	4.5%	4.25%			0.77
	4.6%	4.30%			0.77
	4.7%	4.35%			0.77
	4.8%	4.40%			0.77
	4.9%	4.45%			0.77
	5.0%	4.50%			0.77
	5.1%	4.55%			0.77
	5.2%	4.60%			0.77
	5.3%	4.65%			0.77
	5.4%	4.70%			0.77
	5.5%	4.75%			0.78
5.6%	4.80%			0.78	
5.7%	4.85%			0.78	
5.8%	4.90%			0.78	
5.9%	4.95%			0.78	
6.0%	5.00%			0.78	
6.1%	5.05%			0.78	
6.2%	5.10%			0.78	
6.3%	5.15%			0.78	
6.4%	5.20%			0.78	
6.5%	5.25%			0.78	
6.6%	5.30%			0.78	
6.7%	5.35%			0.78	
6.8%	5.40%			0.78	
6.9%	5.45%			0.78	
7.0%	5.50%			0.78	
7.1%	5.55%			0.78	
7.2%	5.60%			0.78	
7.3%	5.65%			0.78	
7.4%	5.70%			0.78	
7.5%	5.75%			0.78	
7.6%	5.80%			0.78	
7.7%	5.85%			0.78	
7.8%	5.90%			0.78	
7.9%	5.95%			0.78	
8.0%	6.00%			0.78	
(d)	8.1%	6.05%	default to 6% ceiling		0.78

**ATTACHMENT: YIA AMENDMENT**

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## AMENDMENT AGREEMENT

**THIS AMENDMENT AGREEMENT** (the "Amendment") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservancy district ("District") and the YAMCOLO IRRIGATORS ASSOCIATION, INC., a Colorado nonprofit corporation (the "Irrigators Association").

### RECITALS

WHEREAS, after the first 30 years of the Agreement, the annual purchase price of the water allocated to the Irrigators Association is required to be determined as set forth in paragraph 3.2 of the Agreement; and

WHEREAS, effective April 14, 2011, the District and the Irrigators Association entered into an Arbitration Settlement and Agreement which established the purchase price of the water allocated to the Irrigators Association under the Agreement for calendar years 2011 and 2012; and

WHEREAS, effective April 1, 2013, the District and the Irrigators Association entered into a Second Arbitration Settlement and Agreement which established the purchase price of the water allocated to the Irrigators Association under the Agreement for calendar years 2013, 2014 and 2015; and

WHEREAS, effective May 1, 2016, the District and the Irrigators Association entered into a Third Arbitration Settlement and Agreement which established the purchase price of the water allocated to the Irrigators Association under the Agreement for calendar year 2016; and

WHEREAS, by e-mail dated March 31, 2017, the Irrigators Association accepted the revised purchase price offered by the District for the water allocated to the Irrigators Association under the Agreement for calendar year 2017; and

WHEREAS, effective April 1, 2018, the District and the Irrigators Association entered into a Fifth Arbitration Settlement and Agreement which established the purchase price of the water allocated to the Irrigators Association under the Agreement for calendar year 2018; and

WHEREAS, by e-mail dated March 28, 2019, the Irrigators Association accepted the revised purchase price offered by the District for the water allocated to the Irrigators Association under the Agreement for calendar year 2019; and

WHEREAS, the parties have negotiated in good faith and now desire to establish a purchase price for the water allocated to the Irrigators Association hereunder for the calendar years 2020 through 2041, and also desire to make certain other permanent changes and amendments to the Agreement as set forth in this Amendment; and

WHEREAS, the parties acknowledge that the District opposes the export of stream and reservoir water out of the Yampa River basin except as stated in and authorized by the Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and the promises and agreements of the parties as hereinafter set forth, the parties agree as follows:

1. The purchase price for the 3,000 AF of water allocated to the Irrigators Association for 2020 is set at \$13.00 per acre foot.

2. The annual price per acre foot for the water stored in Yamcolo Reservoir and allocated and available for release to the Irrigators Association for calendar years 2021 through 2041 shall be an amount equal to the greater of (i) the price per acre foot charged to the Irrigators Association for water stored in Yamcolo Reservoir and allocated to the Irrigators Association for the prior calendar year, or (ii) the product obtained by multiplying the price per acre foot charged to the Irrigators Association for water stored in Yamcolo Reservoir and allocated to the Irrigators Association for the prior calendar year by a fraction the denominator of which is the Consumer Price Index for All Urban Consumers ("CPI-U"), Denver-Aurora-Lakewood Metropolitan Area, "All Items" (1982 – 84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI") for the semi-annual period ending December 31 of the year prior to the prior year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior year. However, notwithstanding the foregoing, the following rules shall apply and supersede the price as determined above for any calendar year from 2021 through 2041:

(a) If the CPI-U increase for the preceding calendar year was 1.5% or less, then apply a 1.5% increase; but

(b) If the CPI-U increase for the preceding calendar year was more than 1.5% but not more than 4%, then decrease such actual CPI-U increase by 0.5% and apply such adjusted increase; but

(c) If the CPI-U increase for the preceding calendar year was more than 4%, then divide the amount by which such increase exceeds 4% by 2, and add the result to 4% and apply such adjusted increase, but

(d) In no event shall the adjusted percentage increase be less than 1.5% nor more than six percent (6%).

In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the Effective Date, then the District 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 increases in the CPI are taken into account, notwithstanding any such change in the base year.



A chart demonstrating the operation of this paragraph 2 is attached as Exhibit A to this Agreement for illustrative purposes. If there is any inconsistency between the chart and the text of this Amendment, the text of the Amendment shall be controlling.

3. The parties agree that paragraphs 1 and 2 of this Amendment are for the purpose of resolving the purchase price for the water allocated to the Irrigators Association for years 2020 through 2041 only under the Agreement, as amended hereby, and shall not apply to determination of the purchase price in 2042 and subsequent years, nor in any way prejudice the rights of either party under the Agreement as amended hereby, including the rights of the parties to determine the purchase price of the water allocated to the Irrigators Association for 2042 and all years thereafter in accordance with the provisions of paragraph 3.2 of the Agreement, as amended hereby.

4. Paragraph B of the Recitals to the Agreement is hereby deleted in its entirety and the following is inserted in lieu thereof:

"B. The storage capacity in Yamcolo Reservoir described below in excess of the approximately 1,000 AF of conservation pool shall be allocated to the pools described below (collectively the "Pools") effective upon adoption by the Board of Directors of the District (the "Board") of a confirming Resolution, and shall remain in effect indefinitely except as from time to time amended by Resolution of the Board:

(1) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational, piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 1,500 AF, including up to 500 AF which is re-allocated to this Pool from the Individual Contract Pool as described in subsection B(4) below, which re-allocated 500 AF may also be used for irrigation and stock water uses (such 1,500 AF, in all, being herein referred to as the "Original Municipal Pool");

(2) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 3,500 AF, such Pool to consist of storage water (a) recontracted for any or all such uses after termination of any Individual Irrigator Contract (as defined below) to the extent the agricultural user and District do not renew such Individual Irrigator Contract, and (b) available to be contracted for such uses as confirmed by Resolution of the Board pursuant to Section 8.1(b) below to the extent of storage water previously allocated to the 3,500 AF Individual Contract Pool but which is not under contract for irrigation and stock watering uses (this Pool being herein referred to as the "Enlarged Municipal Pool");

(3) Irrigation and stock watering uses only for the 3,000 AF allocated to the Irrigators Association pursuant to the Agreement (the "YIA Pool"), including up to 445 AF of storage water currently allocated by the Irrigators Association to certain of its members (hereinafter referred to as the "YIA Stillwater Ditch Allocation"), 350 AF out of such 445 AF (out of the 3,000 AF to the Irrigators Association) which has historically

been delivered and applied to use within the Colorado River Basin through the Stillwater Ditch (sometimes herein called the "Stillwater Ditch" or the "Ditch") for such irrigation and stock watering purposes. The rate of flow of the entire YIA Stillwater Ditch Allocation down the Stillwater Ditch shall be as set forth in the carriage contract required under subparagraph 1.3(b) below, but may not exceed 4.5 cfs. The right of export of such 350 AF of the YIA Stillwater Ditch Allocation into the Colorado River basin may be transferred among other members of the Irrigators Association, and further subsequently transferred among such members, but only upon in each instance the written transfer of such export right signed by the transferor and the transferee (the right to export such 350 AF into the Colorado River basin being referred to herein as the "YIA Stillwater Ditch Export Right"). However, no such transfer shall be effective or binding on the District or its successor Ditch owner until notice of such transfer is given to the Irrigators Association and to the District or its successor Ditch owner (such notice to include a description of the Colorado River basin lands to be irrigated by the transferee and the Ditch Irrigator Turn-Out lateral from which such flow will be diverted), and the transferor and transferee have entered into new or amended carriage contracts with the District or its successor Ditch owner in conformity with the requirements of subparagraph 1.3(b) below.

(4) Municipal and Industrial and Domestic and Irrigation and Commercial and Stock Watering and Snowmaking and Firefighting and Recreational and Piscatorial and Augmentation and Instream Flow uses, including any beneficial uses permitted under water rights decrees of the District and including delivery to and use within the Colorado River Basin and including re-use and successive uses of return flows to extinction for any lawful beneficial use, directly or by exchange, for 3,500 AF (the "Individual Contract Pool"). Such Individual Contract Pool was formerly 4,000 AF allocated to Colorado Ute Electric Association and later allocated to individual irrigators primarily using deliveries through the Stillwater Ditch, but has now been reduced to not more than 3,500 AF by the re-allocation of the Reallocated 500 AF to the Original Municipal Pool as described in subparagraph B(1) above. The District intends to enter into individual contracts for allotment of storage water out of this Individual Contract Pool. Individual contracts may be made to agricultural users and, if so, will be limited to irrigation and/or stock water uses and for terms ending no later than November of 2041 ("Individual Irrigator Contracts"). Any of the 3,500 AF Individual Contract Pool which is not taken up by Individual Irrigator contracts or is included in terminated, canceled or reduced Individual Irrigator contracts may be reallocated by Resolution of the Board and recontracted by the District for non-agricultural uses and shall then become a part of the Enlarged Municipal Pool described in subparagraph B(2) above; the Individual Contract Pool may be increased by any relinquishments of allotted water from the YIA Pool pursuant to subparagraph 8.1(a) below; and

(5) Any Lawful Purpose Permitted by District Water Decrees, directly or by exchange, for all water stored in Yamcolo Reservoir under the Yamcolo Reservoir Second Enlargement (the "Enlargement Pool"), or stored under any Yamcolo Reservoir re-fill decree (the "Refill Pool"). The Enlargement Pool and the Refill Pool are collectively referred to herein as the "Junior Priority Pool."

5. In paragraph C of the Recitals to the Agreement, change "agricultural" to "irrigation and stock watering."

6. The first sentence of paragraph 1.2 of the Agreement is deleted and the following is inserted in lieu thereof: "The individual irrigators shall give at least twenty four (24) hours advance notice to the Yamcolo Administrator specifying the date(s), time and rate of flow in cubic feet per second (c.f.s) of water requested to be released, and the Yamcolo Administrator shall use reasonable diligence to accomplish such request within such 24 hours, but such time to accomplish such request may be extended by such Administrator as reasonably necessary or appropriate to accommodate administration, directives, or policies of the District, Division Engineer or Water Commissioner or due to operating emergencies or other water cause or factor not fully in the control of the District."

7. Paragraph 1.3 of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"1.3

(a) The Irrigators Association acknowledges that the District acquired 100% of the shares of the Stillwater Ditch and Reservoirs Company (the "Ditch Company") in 2005 and simultaneously entered into that certain Assignment of Stock and Water Delivery Agreement recorded at Reception No. 621890 of the Routt County records (the "Ditch Agreement") with the former shareholders of the Ditch Company (together with their successors and assigns the "Original Users"), which among other things committed the District to operate the Stillwater Ditch in a manner to permit the Ditch Users to use up to 36.3 c.f.s of the capacity of the Stillwater Ditch (the "First Priority Capacity") for delivery of certain water storage or direct flows as described in paragraphs 4 and 5 of the Ditch Agreement. Such Ditch Agreement may be amended or changed in the future whereby the First Priority Capacity of the Stillwater Ditch may be reduced, or may be terminated by mutual agreement of the Original Users or their successors, and the District, in the event the District transfers ownership of the Ditch to a subsequent owner. Accordingly, the YIA Pool stored water, separately from the YIA Stillwater Ditch Allocation, may be delivered into and through the Stillwater Ditch, but such delivery is subject to perpetual restrictions, whether or not the Ditch is owned by the District, as follows: (i) the YIA Pool stored water flow, other than the YIA Stillwater Ditch Allocation, delivered into and down the Stillwater Ditch must be contained entirely within the First Priority Capacity of the Ditch, but such stored water cannot encroach upon the water flowing in the First Priority Capacity unless such Capacity is not then being fully used by the Original Users; (ii) the YIA Pool stored water, other than the YIA Stillwater Ditch Allocation, cannot encroach upon the capacity of the Ditch above the First Priority Capacity or the YIA Stillwater Ditch Allocation capacity, such further capacity being reserved by the District for other water deliveries; (iii) all other YIA Pool stored water delivered into the Stillwater Ditch, excluding the YIA Stillwater Ditch Allocation, must be applied solely on lands where all return flows go to the Yampa River basin; and (iv) members of the Irrigators Association claiming such right to deliver Yamcolo storage water down the Ditch shall comply with subparagraph 1.3b below.

(b) The owner or owners of the YIA Stillwater Ditch Allocation, including the owner or owners of the YIA Stillwater Ditch Export Right, shall each be required to negotiate and obtain individual carriage contracts from the District or its successor Ditch owner in which each such claimant shall identify the part of the YIA Stillwater Ditch Allocation owned by such owner, and its original YIA member holding such allocation, and if such claimant claims part of the YIA Stillwater Ditch Export Right, also identify all subsequent assignees of such YIA Stillwater Ditch Export right, through whom such claimant claims either the right to capacity within the First Priority Capacity or right to capacity within the YIA Stillwater Ditch Allocation capacity, as applicable, and the amount of the Ditch flow capacity claimed to be usable by such claimant. The claimant shall provide such documentation as the District or the Ditch owner shall request to substantiate its claim and the Irrigators Association acknowledges that it is necessary for the District or the Ditch owner at all times to have full detailed knowledge of all users of the First Priority Capacity and the YIA Stillwater Ditch Allocation capacity of the Ditch, and the allocation of such capacities, for regulatory and cost billing purposes. The terms and provisions in Ditch carriage contract forms shall be as determined by the District in its sole discretion. The Irrigators Association waives and agrees that it has no right, privilege, or entitlement to approve future Stillwater Ditch policies, Bylaws, pricing, assessment rules, or other rules and regulations adopted by the District or Ditch owner (in all, the "Stillwater Ditch Terms"), including (but not limited to) pricing or assessments or management or repairs or maintenance, as may be adopted by the District or the Ditch owner or changed from time to time in the sole discretion of the District or Ditch owner. YIA is not a third party beneficiary of the Stillwater Ditch or the Stillwater Ditch Terms or the Ditch Agreement or any amendments thereto.

(c) In any calendar year when insufficient water is stored in Yamcolo Reservoir by July 15, for any reason, to supply the Pools described in paragraph B of the Recitals above, as measured at time of peak annual storage, the water allocated to such Pools shall abate as follows:

(i) First, the Junior Priority Pool shall abate entirely.

(ii) Next, the Original Municipal Pool, the Enlarged Municipal Pool, the YIA Pool, and the Individual Contract Pool will all abate proportionally.

(iii) Then any uncontracted amount of water in the Individual Contract Pool will further abate up to the amount of remaining unreplaced abatements under subparagraph (ii) above but such further abatement shall be applied in the following order or priority: first, to Original Municipal Pool contracts up to the amount that it will suffer no reduction, then, second, to water contracted out of the Enlarged Municipal Pool for non-agricultural purposes up to the amount that it will suffer no reduction, then, third, to the contracted water out of the Individual Contract Pool, proportionally among such Individual Contract Pool allottees, up to the amount that it will suffer no reduction.

(iv) If after application of subparagraph (iii) above, there remains unreplaced abatements to contracts within the Original Municipal Pool and/or Enlarged Municipal Pool (including contracted portions of the Individual Contract Pool for non-agricultural uses) under subparagraph (ii) above, then all of the contracted Individual Irrigator Contract allotments for irrigation and/or stockwater uses from the Individual Contract Pool will further abate collectively and proportionally among such Individual Contract Pool allottees only in a collective amount sufficient to make up and replace all remaining unsatisfied replacements for abatements applied to all storage water then allocated, first, to Original Municipal Pool contracts and, second, contracted out of the Enlarged Municipal Pool until all of such non-agricultural allotment contracts in Yamcolo Reservoir that year are fully filled and have full yield or until all sources of replacement under this subparagraph (iv) are exhausted.

(v) If after application of subparagraph (iv) above, there remains unreplaced abatements to the Original Municipal Pool contracts, then all of the contracted Enlarged Municipal Pool will further abate collectively and proportionally among such Pool in a collective amount sufficient to make up and replace all remaining unsatisfied replacements for abatements applied to all storage water then allocated to Original Municipal contracts until all allotment contracts in Yamcolo Reservoir that year for the Original Municipal Pool are fully filled and have full yield or until all sources of replacement under this subparagraph (v) are exhausted.

Abatements within a Pool are allocated pro rata among contract holders in that Pool."

A diagram demonstrating the operation of this paragraph 1.3(c) is attached as Exhibit B to this Agreement for illustrative purposes. If there is any inconsistency between the diagram and the text of this Amendment, the text of the Amendment shall be controlling.

8. The last sentence of paragraph 3.2 of the Agreement is deleted and replaced with the following three sentences:

"The parties and the arbitrators shall conduct such arbitration expeditiously to the end that the decision of the arbitrators is rendered by July 14 of such year. Any final decision of the arbitrators which interprets and defines the components of the phrase "operation and maintenance costs" in paragraph 3.2 hereof shall be binding on the parties for a period of 4 years, including the year in which such decision is made. It is acknowledged that the parties intend to commence negotiations regarding a possible fixed purchase price for the 3,000 AF of water allocated to the Irrigators Association for 2042 and thereafter by no later than the commencement of 2040, though neither party is obligated hereby to agree to any pricing other than as above provided in this paragraph 3.2."

9. Section 4 of the Agreement is amended by the addition of new paragraphs 4.2, 4.3, and 4.4 which read as follows:

"4.2 Subject to the administration of State of Colorado water rights and all federal, state, and local permits for the operation of Yamcolo Dam and Reservoir, the maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir is 220 c.f.s at any one time. The District reserves the right to limit and or amend the maximum allowable amount of water released through the outlet works from Yamcolo for any uses (including agricultural) for any reason, and the parties acknowledge that such maximum allowable release rate may be reduced by the District as Yamcolo Reservoir is drawn down or as necessary or appropriate for river administration, operational emergencies or circumstances beyond the control of the District. The maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir as determined from time to time by the District under the preceding two sentences is herein called the "Maximum Release Rate." The release rate through the Yamcolo Reservoir outlet works for the Original Municipal Pool shall take precedence and seniority over the release rate of all other water stored in Yamcolo Reservoir, and such releases shall not be abated by the District, subject only to required governmental permit minimum release requirements and the Maximum Release Rate. In the event the instantaneous release requests between May 15 and August 1 by allottees out of the YIA Pool and Individual Contract Pool and the Enlarged Municipal Pool (including the Additional 500 AF) exceed the Maximum Release Rate, the release requests from the non-agricultural allottees of the Enlarged Municipal Pool shall abate first and prior to any abatement of releases to allottees in the YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF, and any abatement of release rates applied to such YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF shall be apportioned pro-rata among such agricultural users. Between August 1 and the following May 14, in the event continued instantaneous release requests conflict among such Pools with the Maximum Release Rate, the allottees of the Original Municipal Pool and Enlarged Municipal Pool and non-agricultural allottees in the Additional 500 AF shall have first priority and shall not be required to have releases abate; provided, however, that releases solely for environmental, recreational, or streamflow enhancement purposes and releases solely to deliver storage water for re-storage in Stagecoach Reservoir shall abate to the extent necessary to deliver through the Yamcolo Reservoir outlet works without exceeding the then-Maximum Release Rate all properly requested agricultural use storage water out of Yamcolo Reservoir for agricultural use in the Yampa River basin.

4.3 Except as provided in the next sentence, the point of delivery of water from the YIA Pool shall be the Yampa (Bear) River immediately below the Yamcolo Reservoir dam, and the Irrigators Association shall assume the risk of seepage, evaporation, and other delivery losses of YIA Pool releases. Some storage water out of the YIA Pool may be delivered by exchange from Coal Creek or Watson Creek or the Yampa River below the Town of Yampa, but in the event of any such use be exchange, the user shall be solely responsible to obtain any decrees or permits for such exchange use and, insofar as the District is concerned, the "exchanged" storage water point of delivery shall be the Bear River immediately below the Yamcolo Reservoir dam. For

YIA storage pool water delivered down such River to the various head gates or turn-outs or locations for exchanges of members of the Irrigators Association, such risk of losses applies, and for the YIA Stillwater Ditch Allocation of water in the YIA Pool and other YIA Pool water permitted under Section 1.3a above to be carried in the Stillwater Ditch by carriage contracts, the point of delivery is still the Yampa (Bear) River immediately below the Yamcolo Reservoir, and such contractees of water in the YIA Pool (including the YIA Stillwater Ditch Allocation) permitted to be carried in the Stillwater Ditch shall assume the risks of seepage, evaporation, and other delivery losses down the Bear River and down the Stillwater Ditch. The District has no responsibility for construction, maintenance, or repair of headgates or lateral turn-outs or exchange facilities on the Yampa (Bear) River or down the Stillwater Ditch or elsewhere as necessary or appropriate to take delivery of any of the YIA Pool water released by the District at the Yamcolo Reservoir dam.

4.4 There is no carry-over of storage of YIA Pool water or Individual Contract Pool agricultural water in Yamcolo Reservoir from year to year, notwithstanding paragraph 3.1 of the Agreement. Accordingly, any of the YIA Pool remaining in storage in Yamcolo Reservoir on November 2 of any year is forfeited to the District, and the District may retain all or any part of such water in storage and/or may sell or grant and release all or any part of such water from the Reservoir for any beneficial use permitted by the water rights decrees of the District to any person or entity approved by the District, all without compensation or accounting to the Irrigators Association."

10. Paragraph 8.1 of the Agreement is hereby deleted in its entirety and the following inserted in lieu thereof:

"8.1

(a) The water stored in Yamcolo Reservoir in the YIA Pool and allocated and delivered to the Irrigators Association under this Agreement shall never be used outside of the Yampa River Basin or outside of the geographical limits of the District as it may exist from time to time, and shall never be used for other than irrigation of agricultural lands and for stock water, and all lands which receive benefit from such water shall be situated within the boundaries of the District and within the Yampa River Basin (except for 350 AF of the YIA Stillwater Ditch Allocation water which may be exported into the Colorado River basin under Section 1.3a above). YIA Pool stored water not delivered into the Stillwater Ditch is usable only for Bear River delivery and diversions for irrigation and/or stock water out of Bear River and not through the Stillwater Ditch, with the exception of a small amount delivered below the Yamcolo Dam into the Bear River for use by exchange with Coal Creek or Watson Creek. In the event any portion of the water allocated to the Irrigators Association under this Agreement is used or diverted for any period of time in violation of the preceding two sentences by any member of the Irrigators Association, then such portion of water shall be forfeited by said member to the Irrigators Association, and the Irrigators Association shall redistribute such forfeited water to one or more of its members; provided that no portion of such forfeited water shall be redistributed to

the defaulting member. Nothing herein shall prevent a member of the Irrigation Association who takes storage water releases from Yamcolo Reservoir under the Agreement (as amended by this Amendment) from making maximum beneficial agricultural uses of such water within the lands owned or leased by such member, including surface return flows or wastewater on such lands which is not yet returned to the natural stream. However, the parties acknowledge that re-use of water out of the YIA Pool which has reached the natural stream is not an entitlement of either the District or the Irrigators Association (or its members) under Colorado water law. A member of the Irrigation Association may not lease or sell or transfer or exchange the re-use of YIA Pool water diverted to such member to other landowners outside of the member's owned or leased lands. The District reserves ownership of the re-use and successive uses to extinction of any of the YIA Pool water stored in Yamcolo Reservoir, to the extent permitted by Colorado law. Any member of the Irrigators Association may lease, transfer or exchange such member's allocated share of the YIA Pool water to or with any other member of the Irrigators Association, so long as the limitations of this Agreement and any applicable terms or provisions of the Irrigators Association's governing documents are complied with, and subject to Colorado water law. The Irrigators Association shall in good faith seek to enforce the limitations of this paragraph 8.1 among its members. The Irrigators Association may at any time relinquish any portion of the YIA Pool water allocated to it by the District, for all future years, by written notice given to the District between November 15 of any year and the next following May 15, specifying the quantity permanently relinquished. Such amount permanently relinquished shall reduce pro tanto the amount of water contracted for in the YIA Pool to the Irrigators Association under this Agreement, and shall correspondingly increase the amount of water within the Individual Contract Pool. The District will thereafter have the right to contract for, assign for other beneficial uses, sell, allocate and/or otherwise dispose of the quantity permanently relinquished from the YIA Pool, as an additional part of the Individual Contract Pool, whether permanently or for fixed terms, at the District's sole discretion. Once a portion of the allocated YIA Pool water has been relinquished to the District, the Irrigators Association will no longer be liable for payment to the District of the purchase price under Section 3 above for the relinquished portion of such YIA Pool."

(b) If any portion of the 3,500 AF Individual Contract Pool is not contracted for agricultural purposes and such uncontracted water is subsequently contracted by the District for M&I or augmentation or other non-agricultural uses (and then treated as part of the Enlarged Municipal Pool), then 1/2 of the premium of the price paid to the District annually through 2041 for such non-agricultural use by the subsequent non-agricultural allottee of such subsequently contracted water, over and above the applicable Irrigators Association contract price that year, shall be credited that year against the Irrigators Association overall contract payment for its 3,000 AF, and the remaining 1/2 is retained by the District. This process does not apply to any of the Reallocated 500 AF which is re-allocated into the Original Municipal Pool for non-agricultural purposes as described in Recital



B(4) above, and does not apply to up to the additional 500 AF of water which the District may “withdraw” from the Individual Irrigator Contracts on November 1, 2030, by written notice given prior to such date and also re-allocate into the Enlarged Municipal Pool under Recital B(4) above."

11. Except as herein amended, the Agreement is ratified and confirmed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

UPPER YAMPA WATER CONSERVANCY  
DISTRICT

YAMCOLO IRRIGATORS  
ASSOCIATION, INC.

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

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

# Exhibit A

## Paragraph 2 YIA Pricing Calculation Example

Example 2021 Price Calculation:

2020 Price per AF = \$13.00	or	$2020 \text{ Price per AF} = \$13.00 \times \frac{\text{Example 2020 CPI}}{\text{Example 2019 CPI}}$	<b>Whichever is Greater:</b>	
CPI Decrease	13.00	$13.00 \times \frac{226.280}{230.338} = 12.77$		Resulting 2021 Price (\$) per AF 13
CPI Increase	13.00	$13.00 \times \frac{230.338}{226.280} = 13.23$		13.23

However, notwithstanding the foregoing, the following rules shall apply and supersede the price above for any calendar year from 2021 through 2041:

13

if 2020 CPI increase =	Price Increase	Resulting 2021 Price (\$) per AF
(a)	0.0%	13.20
	0.1%	13.20
	0.2%	13.20
	0.3%	13.20
	0.4%	13.20
	0.5%	13.20
	0.6%	13.20
	0.7%	13.20
	0.8%	13.20
	0.9%	13.20
	1.0%	13.20
	1.1%	13.20
	1.2%	13.20
	1.3%	13.20
	1.4%	13.20
1.5%	13.20	
(b), (d)	1.6%	13.20
	1.7%	13.20
	1.8%	13.20
	1.9%	13.20
	2.0%	13.20
	2.1%	13.21
	2.2%	13.22
	2.3%	13.23
	2.4%	13.25
	2.5%	13.26
	2.6%	13.27
	2.7%	13.29
	2.8%	13.30
	2.9%	13.31
	3.0%	13.33
3.1%	13.34	
3.2%	13.35	
3.3%	13.36	
3.4%	13.38	
3.5%	13.39	
3.6%	13.40	
3.7%	13.42	
3.8%	13.43	
3.9%	13.44	
4.0%	13.46	
(c)	4.1%	13.53
	4.2%	13.53
	4.3%	13.54
	4.4%	13.55
	4.5%	13.55
	4.6%	13.56
	4.7%	13.57
	4.8%	13.57
	4.9%	13.58
	5.0%	13.59
	5.1%	13.59
	5.2%	13.60
	5.3%	13.60
	5.4%	13.61
	5.5%	13.62
	5.6%	13.62
	5.7%	13.63
	5.8%	13.64
	5.9%	13.64
	6.0%	13.65
6.1%	13.66	
6.2%	13.66	
6.3%	13.67	
6.4%	13.68	
6.5%	13.68	
6.6%	13.69	
6.7%	13.70	
6.8%	13.70	
6.9%	13.71	
7.0%	13.72	
7.1%	13.72	
7.2%	13.73	
7.3%	13.73	
7.4%	13.74	
7.5%	13.75	
7.6%	13.75	
7.7%	13.76	
7.8%	13.77	
7.9%	13.77	
8.0%	13.78	
(d)	8.1%	13.78

## Exhibit B

### Yamcolo Pools Examples

#### Example 1.a

##### Full Reservoir Storage

Pool #	Stored Pool Volume (AF)	Total Contracted Volume (AF)	Description	Cumulative Storage (AF)
	1,000	0	Dead Storage/Conservation Pool	1,000
1	1,500	1,500	Original Municipal	2,500
2	0	0	Enlarged Municipal	2,500
3	3,000	3,000	YIA	5,500
4	3,500	3,500	Individual Contract	9,000
5	525	525	Junior Priority (A.K.A "Raise Water")	9,525

#### Example 2.a

##### Full Reservoir Storage

Pool #	Stored Pool Volume (AF)	Total Contracted Volume (AF)	Description	Cumulative Storage (AF)
	1,000	0	Dead Storage/Conservation Pool	1,000
1	1,500	1,500	Original Municipal	2,500
2	500	500	Enlarged Municipal	3,000
3	3,000	3,000	YIA	6,000
4	3,000	3,000	Individual Contract	9,000
5	525	525	Junior Priority (A.K.A "Raise Water")	9,525

#### Example 1.b

##### Reservoir Storage = 7,000

Pool #	Stored Pool Volume (AF)	Total Contracted Volume (AF)	Description	Cumulative Storage (AF)	Section 1.3c Abatement Criteria Applied
	1,000	0	Dead Storage/Conservation Pool	1,000	NA
1	1,500	1,500	Original Municipal	2,500	ii
2	0	0	Enlarged Municipal	2,500	NA
3	2,250	3,000	YIA	4,750	ii
4	2,250	3,500	Individual Contract	7,000	ii, iv
5	0	525	Junior Priority (A.K.A "Raise Water")	7,000	i

#### Example 2.b

##### Reservoir Storage = 7,000

Pool #	Stored Pool Volume (AF)	Total Contracted Volume (AF)	Description	Cumulative Storage (AF)	Section 1.3c Abatement Criteria Applied
	1,000	0	Dead Storage/Conservation Pool	1,000	NA
1	1,500	1,500	Original Municipal	2,500	ii
2	500	500	Enlarged Municipal	3,000	ii
3	2,250	3,000	YIA	5,250	ii
4	1,750	3,000	Individual Contract	7,000	ii, iv
5	0	525	Junior Priority (A.K.A "Raise Water")	7,000	i

**ATTACHMENT: COVER LETTER, APPLICATION, INDIVIDUAL IRRIGATOR CONTRACT  
AND CARRIAGE CONTRACT FORM**

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February 25, 2020  
JoJanKim LLC  
P.O. Box 772472  
Steamboat Springs, CO 80477

RE: Yamcolo Water Contract

Dear JoJanKim LLC,

As I am sure you know, your water allotment contract with the Upper Yampa Water Conservancy District (UYWCD) expired on July 15, 2019. Your expired contract was for an annual allotment of 45.85 acre feet (AF) out of Yamcolo Reservoir. As a valued customer of UYWCD, you are receiving an application to renew your contract for any amount up to 45.85 AF per year out of the 3500AF Yamcolo Reservoir Individual Contract Pool through 2041 ***before*** any new applications for this water will be accepted. The starting price for Water Year 2020 will be \$11 per acre foot under the new contract. Please note that if you have more than one contract, you will receive an application packet for each.

In the enclosed packet, you will find a contract application, including instructions and a map to assist you in completing the application, and drafts of the Individual Irrigator Water Allotment Contract for water stored in Yamcolo Reservoir and the Carriage Contract for use of the Stillwater Ditch. You will only need to complete and fill out the application form at this time. ***Please note that your application must be received by UYWCD no later than March 13, 2020.*** The enclosed contract forms are the current versions of the contract UYWCD expects to offer after all applications from irrigators being offered renewals are received. You will be required to sign the Carriage Contract if you intend to have any of your water allotment delivered down the Stillwater Ditch now or in the future. You should NOT sign the contract forms included in this packet. Contracts will be prepared and mailed upon receipt of your application. ***All contracts must be signed by you and received by UYWCD by April 1, 2020.*** Please keep in mind that any water for which signed copies of the Individual Irrigator Water Allotment Contract and the Carriage Contract (if you intend to use Stillwater Ditch) are not received by April 1, 2020 will be offered to other irrigators.

To assist you in this process, UYWCD will also be hosting a meeting at 1:00pm on March 5, 2020 at the Yampa Town Hall. Lunch will be provided. If you have any questions regarding these documents, we will be happy to address those at this meeting. If you are unable to attend and would like assistance, please feel free to contact me directly at 970-871-1035.

Sincerely,

Holly Kirkpatrick  
encl.



# Upper Yampa Water Conservancy District

## CONTRACT INSTRUCTIONS

1. Please complete the application form included in your packet and return to UYWCD **NO LATER THAN MARCH 13, 2020.**
2. Please see the enclosed map to assist you in locating your lateral(s) and your land parcel identification number (PIN) on the Stillwater Ditch. Based on our records, most of the land (PIN)s used on the Stillwater Ditch have been identified on the map. However, if you plan to deliver water to a land parcel, including land parcels on the Bear River, that are not shown or labeled on the enclosed map, you can find that information on the Routt County website (<http://www.co.routt.co.us/364/Interactive-Maps>).
3. UYWCD will hold a meeting at 1:00pm on March 5, 2020 at the Yampa Town Hall to answer any questions. Lunch will be provided.
4. If you will be using the Stillwater Ditch to deliver your water, you must sign the Individual Irrigators Water Allotment Contract **AND** the Carriage Contract. Please take the time to review each of the sample documents included in your packet.
5. Once your application has been received, your contracts will be prepared and mailed to you within 7 days. **The sample contract documents being provided to you in this packet are informational only. You do not need to sign or return the copies included in your packet.**
6. Upon receipt of your application you will be provided with a completed Individual Irrigators Water Allotment Contract and the Carriage Contract (if you have indicated you wish to use Stillwater Ditch). Signed contracts must be returned to UYWCD **NO LATER THAN APRIL 1, 2020.**
7. Please use property Identification numbers from the Assessor for the description of your property. You will see
8. Although material changes are not expected, UYWCD reserves the right to make changes to the final form of the Individual Irrigators Water Allotment Contract and the Carriage Contract which will be provided to you to sign. UYWCD also reserves the right to extend the application and other deadlines established in these instructions.
9. Unless otherwise agreed by UYWCD the contracts will be offered in the name of the owner of the land which will be irrigated with the contracted water.



# Upper Yampa Water Conservancy District

## YAMCOLO WATER ALLOTMENT CONTRACT APPLICATION

### Applicant Information

Full Name (Business or Individual): \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *City, State, Zip Code*

\_\_\_\_\_ \_\_\_\_\_  
*Mailing Address* *City, State, Zip Code*

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

Amount of water you are applying for (in acre feet): \_\_\_\_\_

Is this amount less than your current water allotment?      YES      NO  
        

### Diversion and Water Use Information

Please identify the lateral(s) and the land parcel(s) (Parcel identification Number) to which you will be delivering your water allotment:

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

NOTE: Water may only be used for irrigation and stock water and should be consistent with historical delivery amounts at each lateral.

### Contact Information

*Please list the contact(s) authorized to call for your water allotment:*

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Full Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

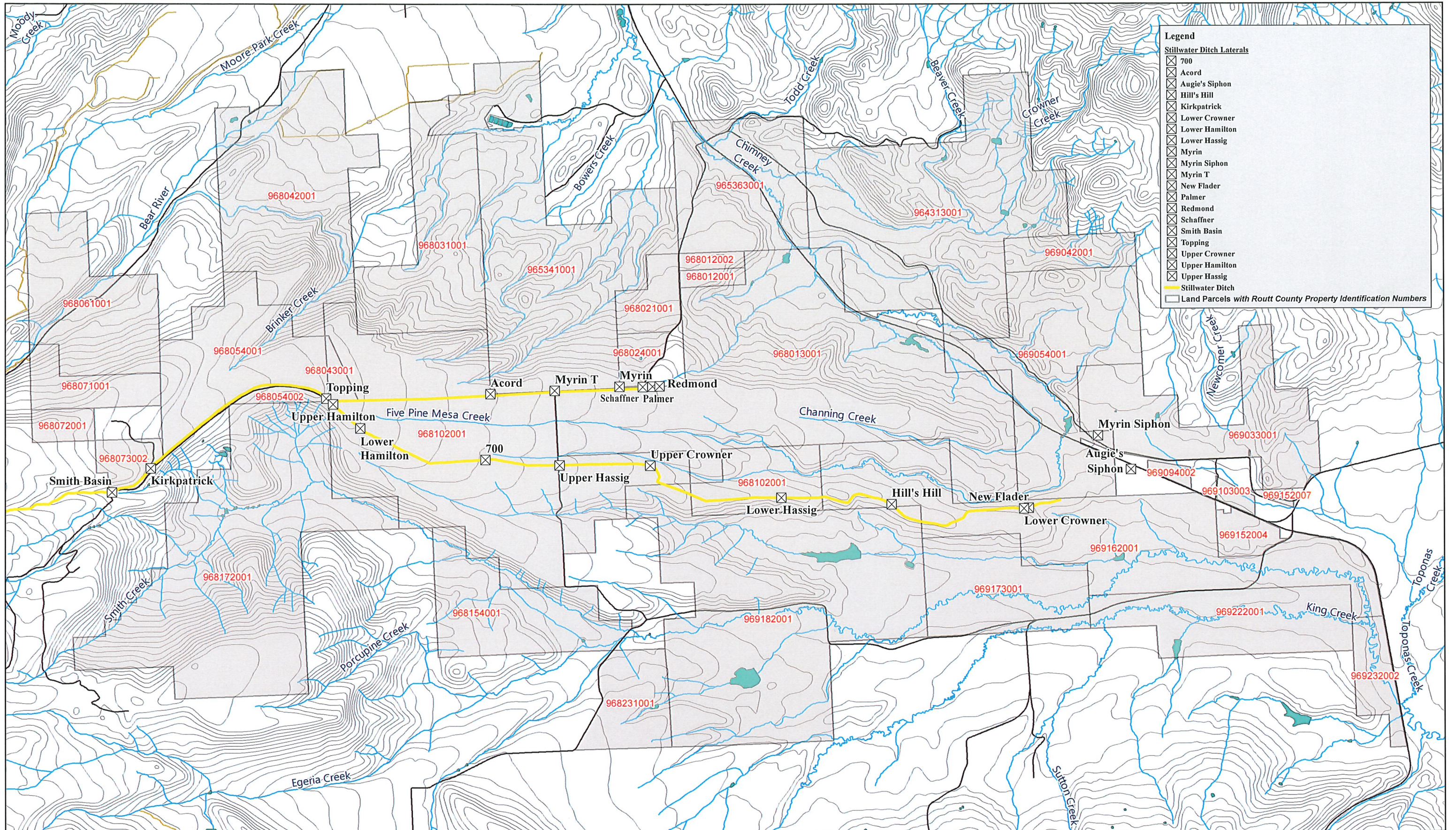
### Signature

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

Print Name: \_\_\_\_\_

I certify that I am the owner or authorized signatory of the property on which the allotment water will be used as identified above.

# Stillwater Ditch Laterals and Land Parcels



**Legend**

**Stillwater Ditch Laterals**

- ☒ 700
- ☒ Acord
- ☒ Augie's Siphon
- ☒ Hill's Hill
- ☒ Kirkpatrick
- ☒ Lower Crowner
- ☒ Lower Hamilton
- ☒ Lower Hassig
- ☒ Myrin
- ☒ Myrin Siphon
- ☒ Myrin T
- ☒ New Flader
- ☒ Palmer
- ☒ Redmond
- ☒ Schaffner
- ☒ Smith Basin
- ☒ Topping
- ☒ Upper Crowner
- ☒ Upper Hamilton
- ☒ Upper Hassig
- Stillwater Ditch
- ▭ Land Parcels with Routt County Property Identification Numbers

**Note: Stillwater Ditch Delivery Capacity to Individual Laterals is Limited to the Physical Flow Conveyance Capacity of the Stillwater Ditch System as of May 1, 2020.**





**PETITION TO**  
**UPPER YAMPA WATER CONSERVANCY DISTRICT**  
**FOR INDIVIDUAL IRRIGATOR WATER ALLOTMENT CONTRACT**

The undersigned property owner, \_\_\_\_\_ (hereinafter called "Irrigator"), hereby petitions the UPPER YAMPA WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado, and a body corporate with all powers of a public or municipal corporation (hereinafter called "District" or "Upper Yampa"), organized and existing by virtue of Title 37, Article 45, Colorado Revised Statutes, 1973, as amended, for an allotment contract pursuant to 37-45-125, C.R.S. 1973, for the beneficial use of water under and pursuant to the following terms and conditions:

**I. RECITALS:**

A. The District has constructed and is operating a dam and reservoir known as Yamcolo Reservoir (the "Reservoir" or "Yamcolo Reservoir") for the purpose of supplying water to municipal, industrial, agricultural and other users within its boundaries. The dam and reservoir are located on the Yampa (Bear) River upstream from the Town of Yampa, Colorado. The total storage capacity of the Reservoir is approximately 9,500 acre-feet. Water is stored in Yamcolo Reservoir pursuant to various water rights owned by the District.

B. The storage capacity in Yamcolo Reservoir described above in excess of the approximately 1,000 AF of conservation pool shall be allocated to the pools described below (individually, a "Pool" and collectively the "Pools") effective upon adoption by the Board of Directors of the District (the "Board") of a confirming Resolution, and shall remain in effect indefinitely except as from time to time amended by Resolution of the Board:

(1) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 1,500 AF, including up to 500 AF which is re-allocated to this Pool from the Individual Contract Pool as described in subsection B(4) below, which re-allocated 500 AF may also be used for irrigation and stock water uses (such 1,500 AF, in all, being herein referred to as the "Original Municipal Pool");

(2) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 3,500 AF, such Pool to consist of storage water (a) recontracted for any or all such uses after termination of any Individual Irrigator Contract (as defined below) to the extent the agricultural user and District do not renew such Individual Irrigator Contract, and (b) available to be contracted for such uses as confirmed by Resolution of the Board pursuant to Section 8.1(b) below to the extent of storage water previously allocated to the 3,500 AF Individual Contract Pool but which is not under contract for irrigation and stock watering uses (this Pool being herein referred to as the "Enlarged Municipal Pool");

(3) Irrigation and stock watering uses only for the 3,000 AF allocated to the Yamcolo Irrigators Association ("YIA") pursuant to the agreement between the District and YIA, dated January 9, 1981, as amended (the "YIA Agreement"), including up to 445 AF of storage water currently allocated by the YIA to several of its members (collectively, hereinafter referred to as the "YIA Stillwater Ditch Allocation"), 350 AF out of such 445 AF (out of the 3,000 AF to the YIA) being available for export into the Colorado River Basin through the Stillwater Ditch (sometimes herein called the "Stillwater Ditch" or the "Ditch") for such irrigation and stock watering purposes; the rate of flow of the entire YIA Stillwater Ditch Allocation down the Stillwater Ditch shall be as determined by the District or subsequent owner of the Ditch but may not exceed 4.5 cfs;

(4) Municipal and Industrial and Domestic and Irrigation and Commercial and Stock Watering and Snowmaking and Firefighting and Recreational and Piscatorial and Augmentation and Instream Flow uses, including any beneficial uses permitted under water rights decrees of the District and including delivery to and use within the Colorado River Basin and including re-use and successive uses of return flows to extinction for any lawful beneficial use, directly or by exchange, for 3,500 AF (the "Individual Contract Pool"). The water allotted to Irrigator under this contract is water allocated to the Individual Contract Pool. Such Individual Contract Pool was formerly 4,000 AF allocated to Colorado Ute Electric Association and later allocated to individual irrigators under previously existing expired contracts primarily using deliveries through the Stillwater Ditch, but has now been reduced to not more than 3,500 AF by the re-allocation of the Reallocated 500 AF to the Original Municipal Pool as described in subparagraph B(1) above. The District intends to enter into other individual contracts for allotment of storage water out of this Individual Contract Pool. Individual contracts may be made to agricultural users and, if so, will be limited to irrigation and/or stock water uses and for terms ending no later than November of 2041 ("Individual Irrigator Contracts"). One or more of such Individual Irrigator Contracts, for up to 500 AF, may have an "off ramp" permitting the District to reduce such contracts early on November 1, 2030, by written notice given prior to such date. Any part of such 500 AF additional which may become available to the District in 2030 (the "Additional 500 AF"), and any of the initial offered 3,500 AF Individual Contract Pool which is not taken up by Individual Irrigator contracts or is included in terminated or canceled Individual Irrigator contracts, may be reallocated by Resolution of the Board and recontracted by the District for non-agricultural uses and shall then become a part of the Enlarged Municipal Pool described in subparagraph B(2) above. The Individual Contract Pool may be increased by any relinquishments of allotted water from the YIA Pool pursuant to subparagraph 8.1(a) of the YIA Contract, as amended; and

(5) Any Lawful Purpose Permitted by District Water Decrees, directly or by exchange, for all water stored in Yamcolo Reservoir under the Yamcolo Reservoir Second Enlargement (the "Enlargement Pool"), or stored under any Yamcolo Reservoir re-fill decree (the "Refill Pool"). The Enlargement Pool and the Refill Pool are collectively referred to herein as the "Junior Priority Pool."

C. The District has agreed to make an allotment of water to Irrigator of \_\_\_\_\_ acre-feet annually of Yamcolo Reservoir storage water allocated for irrigation and/or stock water uses from the Individual Contract Pool as hereinafter set forth.

**NOW, THEREFORE, IN CONSIDERATION OF THE PAYMENTS TO BE MADE BY IRRIGATOR** as hereinafter provided, and in consideration of the mutual covenants herein contained, the sufficiency of which consideration is hereby expressly acknowledged, the District and Irrigator hereby agree as follows:

## **II. STORAGE AND RELEASE OF WATER:**

2.1 The District agrees, subject only to physical water supply conditions, the administration of water rights by State of Colorado water officials and the terms of this Contract, to store in Yamcolo Reservoir prior to July 15th of each calendar year \_\_\_\_ acre-feet of water for release for Irrigator's use, upon request (the "Contracted Water"), subject to the last sentence of Section 2.6 below.

2.2 The Irrigator shall give at least twenty four (24) hours' advance notice to the District specifying the date(s), time and rate of flow in cubic feet per second (cfs) of water requested to be released, and the District shall use reasonable diligence to accomplish such request within such 24 hours, but such time to accomplish such request may be extended by the District as reasonably necessary or appropriate to accommodate administration, directives, or policies of the District, Division Engineer or Water Commissioner or due to operating emergencies or other water cause or factor not fully in the control of the District. The point of delivery shall be the discharge of the outlet works of the Yamcolo Reservoir. The District shall maintain permanent records of all releases of water from storage in Yamcolo Reservoir, and shall maintain records of water levels in the Reservoir measured not less frequently than once per month. Irrigator shall be entitled to inspect such records and copies shall be furnished to Irrigator upon written request.

2.3 Subject to the administration of State of Colorado water rights and all federal, state, and local permits for the operation of Yamcolo Dam and Reservoir, the maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir is 220 cfs at any one time. The District reserves the right to limit and or amend the maximum allowable amount of water released through the outlet works from Yamcolo for any uses (including agricultural) for any reason, and the parties acknowledge that such maximum allowable release rate may be reduced by the District as Yamcolo Reservoir is drawn down or as necessary or appropriate for river administration, operational emergencies or circumstances beyond the control of the District. The maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir as determined from time to time by the District under the preceding two sentences is herein called the "Maximum Release Rate." The release rate through the Yamcolo Reservoir outlet works for the Original Municipal Pool shall take precedence and seniority over the release rate of all other water stored in Yamcolo Reservoir, and such releases shall not be abated by the District, subject only to required governmental permit minimum release requirements and the Maximum Release Rate. In the event the instantaneous release requests between May 15 and August 1 by allottees out of the YIA Pool and Individual Contract Pool and the Enlarged Municipal Pool (including the Additional 500 AF)

exceed the Maximum Release Rate, the release requests from the non-agricultural allottees of the Enlarged Municipal Pool shall abate first and prior to any abatement of releases to allottees in the YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF, and any abatement of release rates applied to such YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF shall be apportioned pro-rata among such agricultural users. Between August 1 and the following May 14, in the event continued instantaneous release requests conflict among such Pools with the Maximum Release Rate, the allottees of the Original Municipal Pool and Enlarged Municipal Pool and non-agricultural allottees in the Additional 500 AF shall have first priority and shall not be required to have releases abate; provided, however, that releases solely for environmental, recreational, or streamflow enhancement purposes and releases solely to deliver storage water for re-storage in Stagecoach Reservoir shall abate to the extent necessary to deliver through the Yamcolo Reservoir outlet works without exceeding the then-Maximum Release Rate all properly requested agricultural use storage water out of Yamcolo Reservoir for agricultural use in the Yampa River basin.

2.4 Except as provided in the next sentence, the point of delivery of water from the Individual Contract Pool shall be the Yampa (Bear) River immediately below the Yamcolo Reservoir dam, and the Irrigator shall assume the risk of seepage, evaporation, and other delivery losses of Individual Contract Pool releases. For Individual Contract Pool storage water delivered down such River to the various head gates or turn-outs or locations for exchanges, such risk of losses applies, and for Individual Contract Pool water, which is permitted to be carried in the Stillwater Ditch by carriage contracts, the point of delivery is still the Yampa (Bear) River immediately below the Yamcolo Reservoir, and Irrigator shall assume the risks of seepage, evaporation, and other delivery losses down the Bear River and down the Stillwater Ditch. Except as may be provided in a carriage contract entered into under paragraph 2.4 below, the District or any successor Ditch Owner has no responsibility for construction, maintenance, or repair of headgates or lateral turn-outs or exchange facilities on the Yampa (Bear) River or at the headgate of the Stillwater Ditch or down the Stillwater Ditch or elsewhere as necessary or appropriate to take delivery of any of the Individual Contract Pool water released by the District at the Yamcolo Reservoir dam.

2.5 The water allocated to Irrigator hereunder is available during the water storage year (December 1 through the following November 30). There is no carry-over of storage of the Individual Contract Pool agricultural water in Yamcolo Reservoir from year to year. Accordingly, any of the Individual Contract Pool, including any water stored under this allotment Contract, remaining and unreleased in storage in Yamcolo Reservoir on November 30 of any year is forfeited to the District, and the District may retain all or any part of such water in storage and/or may sell or grant and release all or any part of such water from the Reservoir for any beneficial use permitted by the water rights decrees of the District to any person or entity approved by the District, all without compensation or accounting to Irrigator.

2.6 In any calendar year when insufficient water is stored in Yamcolo Reservoir by July 15, for any reason, to supply the Pools described in paragraph B of the Recitals above, as measured at time of peak annual storage, the water allocated to such Pools shall abate as follows:

- (i) First, the Junior Priority Pool shall abate entirely.

(ii) Next, the Original Municipal Pool, the Enlarged Municipal Pool, the YIA Pool, and the Individual Contract Pool will all abate proportionally.

(iii) Then any uncontracted amount of water in the Individual Contract Pool, and any uncontracted part of the Additional 500 AF, will further abate up to the amount of remaining unreplaced abatements under subparagraph 2.6(ii) above, but such further abatement shall be applied for Pool recovery in the following order or priority: first, to Original Municipal Pool contracts up to the amount that it will suffer no reduction, then, second, to water contracted out of the Enlarged Municipal Pool for non-agricultural purposes up to the amount that it will suffer no reduction, then, third, to the stored water contracted out of the Individual Contract Pool, proportionally among such Individual Contract Pool allottees, up to the amount that it will suffer no reduction.

(iv) If after application of subparagraph 2.6(iii) above, there remains unreplaced abatements to contracts within the Original Municipal Pool and/or Enlarged Municipal Pool (including contracted portions of the Additional 500 AF for non-agricultural uses) under subparagraph 2.6(ii) above, then all of the contracted Individual Irrigator Contract allotments from the Individual Contract Pool (including any of the Additional 500 AF storage water contracted that year for irrigation and/or stock water uses within the District) and including the allotment under this contract, will further abate collectively and proportionally among such Pool and contracted Additional 500 AF only in a collective amount sufficient to make up and replace and recover all remaining unsatisfied replacements for abatements applied to all storage water then allocated, first, to Original Municipal Pool contracts and, second, contracted out of the Enlarged Municipal Pool and the Additional 500 AF for non-agricultural purposes, until all of such non-agricultural allotment contracts in Yamcolo Reservoir that year are fully filled and have full yield or until all sources of replacement under this subparagraph 2.6(iv) are exhausted.

(v) If after application of subparagraph 2.6(iv) above, there remains unreplaced abatements to the Original Municipal Pool contracts, then all of the contracted Enlarged Municipal Pool (including contracted portions of the Additional 500 AF for non-agricultural uses) will further abate collectively and proportionally among such Pool in a collective amount sufficient to make up and replace and recover all remaining unsatisfied replacements for abatements applied to all storage water then allocated, first, to Original Municipal contracts and, second, contracted out of the Additional 500 AF for non-agricultural purposes, until all allotment contracts in Yamcolo Reservoir that year for the Original Municipal Pool and the Additional 500 AF for non-agricultural purposes are fully filled and have full yield or until all sources of replacement under this subparagraph 2.6(v) are exhausted.

Abatements within a Pool are allocated pro rata among contract holders in that Pool. The District will notify the Irrigator by no later than July 25 if the amount of water stored in Yamcolo Reservoir for the Irrigator under this Contract for the current Water Year, after application of the above abatement rules, is less than the amount set forth in Section 2.1 above, and shall specify such reduced amount, which will for that year be deemed to be "Contracted Water" under this agreement,

but if no such notice is given by the District, then it shall be presumed that the amount set forth in Section 2.1 above was stored for the benefit of Irrigator in the Reservoir.

2.7 Water allotted under this Contract may only be used on the property of Irrigator described in Exhibit A attached hereto. The water stored in Yamcolo Reservoir in the Individual Contract Pool and allocated and delivered to the Irrigator under this Agreement shall never be used outside of the Yampa River Basin or outside of the geographical limits of the District as it may exist from time to time, and shall never be used for other than irrigation of agricultural lands and for stock water, and all lands which receive benefit from such water shall be situated within the boundaries of the District. Individual Contract Pool stored water not delivered into the Stillwater Ditch is usable only for Bear River delivery and diversions for irrigation and/or stock water out of Bear River and not through the Stillwater Ditch. In the event any portion of the water allocated to the Irrigator under this Contract is used or diverted for any period of time in violation of the preceding two sentences by Irrigator, then such portion of water shall be forfeited to the District. Nothing herein shall prevent Irrigator who takes storage water releases from Yamcolo Reservoir under this Contract from making maximum beneficial agricultural uses of such water within the lands owned or leased by such Irrigator, including surface return flows or wastewater on such lands which is not yet returned to the natural stream. However, the parties acknowledge that re-use of water out of the Individual Contract Pool which has reached the natural stream is not an entitlement of either the District or Irrigator under Colorado water law. Irrigator may not lease or sell or transfer or exchange the re-use of Individual Contract Pool water diverted to such Irrigator to other landowners outside of the Irrigator's owned or leased lands described in Exhibit A. The District reserves ownership of the re-use and successive uses to extinction of any of the Individual Contract Pool water stored in Yamcolo Reservoir, to the extent permitted by Colorado law. With the written approval of the District, Irrigator may lease, transfer or exchange such Contracted water to or with any others holding Individual Irrigator Contracts or YIA members, so long as the limitations of this Agreement and any applicable terms or provisions of the YIA's governing documents are complied with, and subject to Colorado water law.

2.8 If this Box  is checked, then by notice given to Irrigator on or prior to November 1, 2030 the District may reduce the amount of the Contracted Water allotted to Irrigator in an amount not exceeding \_\_\_\_\_ acre-feet, such reduction to be effective for the Water Year set forth in such notice and continuing thereafter through the end of the Term, but in no event such reduction shall commence earlier than (a) the first Water Year commencing at least one year from the date of such notice or (b) Water Year 2030. If the above Box is not checked, this Section 2.8 does not apply to Irrigator or this Contract.

### **III. PURCHASE PRICE:**

3.1 The purchase price for the Contracted Water from the Reservoir storage water allocated to the Irrigator for Water Year 2020 under this Contract (the "First Water Year") shall be Eleven Dollars (\$11.00) per acre-foot, except that the purchase price in any Water Year for that portion of the Contracted Water subject to reduction under paragraph 2.8, if any, shall be one dollar (\$1) less than the purchase price for the Contracted Water for such year calculated as provided in this paragraph 3.1. The annual price per acre-foot for the Contracted Water stored in the Reservoir and allocated and available for release to the Irrigator 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 Irrigator for the Contracted Water the prior Water Year, or (ii) the product obtained by multiplying the price per acre-foot charged to the Irrigator for the Contracted Water the prior Water Year by a fraction, the denominator of which is the CPI for the semi-annual period ending December 31 in the Water Year prior to the prior Water Year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior Water Year. However, notwithstanding the foregoing, the following rules shall apply and supersede the price as determined above for any calendar year from 2021 through 2041:

(a) If the CPI-U increase for the preceding calendar year was 1.5% or less, then apply a 1.5% increase; but

(b) If the CPI-U increase for the preceding calendar year was more than 1.5% but not more than 4%, then decrease such actual CPI-U increase by 0.5% and apply such adjusted increase; but

(c) If the CPI-U increase for the preceding calendar year was more than 4%, then divide the amount by which such increase exceeds 4% by 2, and add the result to 4% and apply such adjusted increase, but

(d) In no event shall the adjusted percentage increase be less than 1.5% nor more than six percent (6%).

In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the Effective Date then the District 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 increases in the CPI are taken into account, notwithstanding any such change in the base year.

3.2 The annual payments for the Contracted Water shall be made by Irrigator to the District on or before July 31st of each year during the term of this Contract, beginning July 31, 2020. Any annual payment not made within fourteen (14) 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 Irrigator and there shall be no abatement or setoff against any such payment, nor shall Irrigator 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 the notice from the District to Irrigator pursuant to the last sentence of Section 2.6 above.

3.3 As security to the District, Irrigator agrees to be bound by the provisions of 37-45-125, C.R.S. 1973. If the annual payments herein required or some portion thereof are not fully met from such sources of revenue as may be legally available to Irrigator for such purpose, such annual payment or such portion thereof may be met from assessments levied by the District pursuant to 37-45-125, C.R.S. 1973 against the property described in Exhibit A.

#### **IV. STILLWATER DITCH:**

4.1 Irrigator acknowledges that the District acquired 100% of the shares of the Stillwater Ditch and Reservoirs Company (the "Ditch Company") in 2005 and simultaneously entered into that certain Assignment of Stock and Water Delivery Agreement recorded at Reception No. 621890 of the Routt County records (the "Ditch Agreement") with the former shareholders of the Ditch Company (together with their successors and assigns the "Original Users"), which among other things committed the District to operate the Stillwater Ditch in a manner to permit the Ditch Users to use up to 36.3 cfs of the capacity of the Stillwater Ditch (the "First Priority Capacity") for delivery of certain water storage or direct flows as described in paragraphs 4 and 5 of the Ditch Agreement. Such Ditch Agreement may be amended or changed in the future whereby the First Priority Capacity of the Stillwater Ditch may be reduced, or may be terminated by mutual agreement of the Original Users or their successors, and the District, in the event the District transfers ownership of the Ditch to a subsequent owner. The District reserves the right in its sole discretion to transfer ownership of the Ditch and amend or terminate the Ditch Agreement. The Individual Contract Pool stored water may be delivered into and through the Stillwater Ditch, including delivery to the Colorado River Basin for irrigation of agricultural lands and for stock water on the Lands of Irrigator described in Exhibit A, but such delivery is subject to perpetual restrictions, whether or not the Ditch is owned by the District, as follows: (i) the Individual Contract stored water flow delivered into and down the Stillwater Ditch must utilize the capacity of the Stillwater Ditch other than the First Priority Capacity of the Ditch, unless such Capacity is not then being fully used by the Original Users and the YIA Stillwater Ditch Allocation; (ii) export of the Contracted Water to the Colorado River Basin shall be subordinate to the export of not more than 4,000 AF of water by the District into the Colorado River Basin under the Decree in Case No. 95CW79 in Water Division 6, State of Colorado (the "Export Limit"), and such right of export of the Contracted Water shall fully abate to the extent necessary to prevent the District from violating the Export Limit, and (iii) Irrigator shall comply with paragraph 4.2 below.

4.2 If Irrigator desires to utilize the Stillwater Ditch for delivery of the Contracted Water, Irrigator shall be required to negotiate and obtain an individual carriage contract from the District or its successor Ditch owner, keep such carriage contract in place during the term of this Agreement and to comply in all respects with the terms and provisions of such carriage contract. Irrigator waives and agrees that by virtue of this Agreement it has no right, privilege, or entitlement to approve future Stillwater Ditch policies or bylaws as may be adopted by the District or the Ditch owner, including bylaw revisions or pricing or assessment rules, or other rules and regulations (in all, the "Stillwater Ditch Terms"), including (but not limited to) pricing or assessments or management or repairs or maintenance, as may be adopted by the District or the Ditch owner or changed from time to time in the sole discretion of the District or Ditch owner, including separate O, M & R cost share by direct flow/Gardner Park/Ramshorn/Stillwater Reservoir users, even though a portion of the Contracted Water is or may then be delivered using Stillwater Ditch into the Yampa drainage or Colorado River drainage. The District has no obligation to Irrigator to inform Irrigator of any changes, amendments, adoptions, terminations, or revocations of any such Stillwater Ditch Terms. Irrigator is not a third party beneficiary of the Stillwater Ditch or the Stillwater Ditch Terms or the Ditch Agreement or any amendments thereto. However, if Irrigator is also a shareholder under the Ditch Agreement or a shareholder in a successor Ditch owner, nothing in this paragraph 4.2 is intended to prevent Irrigator from exercising its rights with respect to the Stillwater Ditch or



the Stillwater Ditch Terms or the Ditch Agreement, or any amendments thereto, by virtue of such shareholder status.

**V. TERM OF AGREEMENT:**

Except in the event of an early termination as provided in Article VII below, the term of this Contract shall commence effective July 15, 2020 (the "Effective Date") and shall end on November 1, 2041 (the "Term"). 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. The District may not enter into a water allotment contract for the Contracted Water with any person or entity other than the Irrigator during the Term of this Contract.

**VI. OPERATION AND MAINTENANCE OF YAMCOLO RESERVOIR:**

It is expressly acknowledged that the District shall be solely responsible for operating, repairing, maintaining, enlarging, permitting, changing, renovating, or modifying the Reservoir, and that the District 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 the District has ownership or rights which provide supplies of water for storage in the Reservoir. Nothing herein contained shall be deemed to create a partnership, a joint venture, or joint ownership or joint responsibility in any way between the parties hereto.

**VII CONTRACT TERMINATION:**

7.1 Termination by Upper Yampa.

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

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

7.2 Termination by Irrigator.

7.2.1 Irrigator 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 Irrigator has first given at least 60 days' prior written notice from Irrigator to the District specifying in detail such material breach and giving the District the right within such 60-day period to cure and remedy such material breach.

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

7.3 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.

**VIII. FORCE MAJEURE:**

The District 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 directives 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 or damage; and changes in Colorado or federal law including, without limitation, changes in any permit requirements.

**IX. INSPECTIONS:**

The District grants to the managerial staff of Irrigator and any of its professional consultants access to Yamcolo Reservoir and Yamcolo Dam subject to this Contract at reasonable times and under reasonable protective terms and conditions.

**X. LIMITED REPRESENTATION BY THE PARTIES:**

The District 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. Irrigator 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 Irrigator's point and locations of use, and pay for and perform its obligations hereunder during the Term.

**XI. ENFORCEMENT OF THIS CONTRACT; REMEDIES ON DEFAULT:**

11.1 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.

11.2 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 the District shall have all remedies at law, including imposition of assessments under paragraph 3.3 above, for collection of sums required to be paid by Irrigator hereunder which are not paid when due, including interest and attorneys' fees.

11.3 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.

**XII. MISCELLANEOUS PROVISIONS:**

12.1 The District may assign this Contract without necessity of Irrigator's consent or approval to any entity which succeeds the District in the ownership of Yamcolo Reservoir, and the District or such successor may collaterally assign the proceeds of this Contract to any entity providing financing to the District or its successor. Irrigator may assign this Contract without the necessity of the District's prior consent or approval to any individual or entity which succeeds Irrigator in the ownership of the entirety of the property described in Exhibit A, such assignment to be effective on the effective date of written notice given from Irrigator to the District of such assignment setting forth the name and contact information for the assignee and certifying that the Contract is assigned in its entirety and that assignee is acquiring ownership of all of the property described in Exhibit A. No other assignment of this Contract, including without limitation, any assignment of less than the entirety of the Contracted Water or any assignment in connection with the sale of less than the entirety of the property described in Exhibit A, shall be effective unless approved in advance in writing by the District, such approval to be given, conditioned or withheld by the District in its sole discretion.

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

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

12.4 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.

12.5 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 Irrigator:

\_\_\_\_\_  
Attn: \_\_\_\_\_

\_\_\_\_\_

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

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to Upper Yampa:

Upper Yampa Water Conservancy District  
Attention: General Manager  
P.O. Box 883990  
Steamboat Springs, CO 80488  
Email: kmcbride@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.

**XIII. EFFECTIVE DATE:**

The effective date of this Contract shall be the date set forth below that the Board of Directors of the District entered its order granting an allotment contract to Irrigator for the Contracted Water.

IRRIGATOR:

\_\_\_\_\_

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

(Title)

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

**ORDER ON APPLICATION**

Application having been made by Irrigator as a party interested in a water allotment from the Yamcolo Reservoir to the Upper Yampa Water Conservancy District ("District") and after a hearing by the Board of Directors of the District,

**IT IS HEREBY ORDERED** that the above application be granted and that an allotment contract for \_\_\_\_\_ acre-feet annually of water is hereby made to Irrigator from the Yamcolo Reservoir for the beneficial use as set forth in the above Contract upon the terms, conditions and manner of payment as herein specified.

UPPER YAMPA WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
(Title)

I hereby certify that the above Order is entered by the Board of Directors of the Upper Yampa Water Conservancy District on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

\_\_\_\_\_  
Kevin McBride, Secretary

**EXHIBIT A  
TO  
PETITION TO  
UPPER YAMPA WATER CONSERVANCY DISTRICT  
FOR INDIVIDUAL IRRIGATOR WATER ALLOTMENT CONTRACT**

DESCRIPTION OF PROPERTY OF IRRIGATOR

## CARRIAGE CONTRACT

**THIS CARRIAGE CONTRACT** (the "Contract") is made and entered into effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservation district ("District") and the STILLWATER DITCH AND RESERVOIRS COMPANY ("Company"), on the one hand, and \_\_\_\_\_ (the "Irrigator") on the other hand.

### RECITALS:

A. The District is a Colorado water conservancy district duly organized and existing pursuant to the Water Conservancy Act, Colorado Revised Statutes §§37-45-101, et seq.

B. The Company is a mutual ditch and reservoir company organized and existing under Colorado law. The Company was originally organized to own and manage certain water rights and infrastructure through which those water rights are exercised. Those water rights are described as follows and are referred to collectively herein as the "Original Water Rights":

(1) Absolute direct flow water right decreed to the Stillwater Ditch for the diversion of 30.830 cubic feet per second (c.f.s.) from the Yampa (Bear) River with an adjudication date of June 8, 1910 and an appropriation date of September 23, 1903; and

(2) Absolute water storage right decreed to Gardner Park Reservoir for the storage of 1,155.6 acre feet from Gardner Creek and other tributaries of the Yampa (Bear) River with an adjudication date of June 8, 1910 and an appropriation date of October 7, 1902.

The infrastructure through which the Original Water Rights described in subparagraphs B(1) and B(2) above are exercised and delivered is the Stillwater Ditch as it physically existed prior to the enlargement of such Ditch by the District in 1989 (the "Original Stillwater Ditch"). The District enlarged such Ditch in 1989 to accommodate up to 62.5 c.f.s., and such Ditch and its ditch improvements, existing and future diversion and measuring facilities, easements, existing and future US Forest Service Special Use Permits, existing and future prescriptive and statutory right-of-way claims, and vested rights of way, but not including individual irrigator's turn-out structures, turn-out water flow measuring devices, or laterals on the Ditch, are herein collectively referred to as the "Stillwater Ditch" or "Ditch."

C. In 2005, the Company conveyed title to the Original Water Rights and Gardner Park Reservoir to its individual shareholders and retained title to the Stillwater Ditch and, thereafter, by the Assignment of Stock and Water Delivery Agreement recorded in the records of the Clerk and Recorder of Routt County, Colorado on July 14, 2005 at Reception No. 621890 and the records of the Clerk and Recorder of Garfield County, Colorado on July 25, 2005 at Book 1709 Page 444 ("2005 Stock Assignment Agreement"), all stock in the Company was transferred by its shareholders to the District. At the time of execution of this Contract, the District remains the sole owner of all stock in the Company and owns and controls the Company. For purposes of this Contract, the persons or entities who now or hereafter own the residual rights of the Company's former shareholders under the 2005 Stock Assignment Agreement shall be referred to as the

"Shareholders."

D. In addition to the Original Water Rights, the Stillwater Ditch has been used to convey water diverted pursuant to the following other water storage rights:

(1) Those used for storage of water in Stillwater Reservoir No. 1 and Ramshorn Reservoir and available for release and usage by some of the Shareholders (the "Shareholder Other Reservoir Water Rights"), and

(2) Those water rights owned by the District for storage of water by the District in Yamcolo Reservoir (the "District Yamcolo Water Rights"), which include up to 445 AF of storage water from Yamcolo Reservoir allocated by the District to the Yamcolo Irrigators Association ("YIA") pursuant to Agreement dated January 9, 1981, as amended in 2020 (collectively, the "YIA-District Allotment Contract") and currently allocated by the YIA to several of its members (the "YIA Stillwater Ditch Allocation").

E. Among other things, the 2005 Stock Assignment Agreement committed the District to operate the Stillwater Ditch in a manner to permit the Shareholders to use up to 36.3 cfs of the capacity of the Stillwater Ditch (the "First Priority Capacity") for delivery of the Original Water Rights and Shareholder Other Reservoir Water Rights.

F. The District has constructed certain improvements to the Stillwater Ditch, including but not limited to enlargement of the carrying capacity of the Stillwater Ditch designed to permit, in addition to the carriage of water diverted and delivered pursuant to the Original Water Rights and Shareholder Other Reservoir Water Rights, the carriage of water stored by the District in Yamcolo Reservoir and delivered through the Stillwater Ditch for

(1) up to 4,000 AF to the District's contractees pursuant to individual water allotment contracts (the "District's Yamcolo Water"), plus

(2) up to 445 AF of storage water from Yamcolo Reservoir allocated by the District to the YIA pursuant to the YIA Stillwater Ditch Allocation. At the time of execution of this Contract, the carrying capacity of the Stillwater Ditch is approximately 62.5 c.f.s.

G. Irrigator has EITHER (a) simultaneously with the execution of this Contract entered into an allotment contract ("Allotment Contract") with the District in which the District has agreed, subject to certain conditions, to store in Yamcolo Reservoir prior to July 15th of each calendar year \_\_\_\_\_ acre-feet of water for release for Irrigator's irrigation and stock water use on Irrigator's lands described in Exhibit A, upon request, OR (b) a membership in YIA and is allotted by such YIA \_\_\_\_\_ acre-feet of water out of the 445 YIA Stillwater Ditch Allocation which is part of the total 3,000 AF allotted to the YIA in the YIA-District Allotment Contract, the allotment of such portion of the YIA Stillwater Ditch Allocation being also herein referred to as the "Allotment Contract." The Allotment Contract provides that the stored water from Yamcolo Reservoir allotted to the Irrigator shall be delivered to Irrigator at the discharge of the outlet works of the Yamcolo Reservoir. The quantity of water described in such applicable Allotment Contract to Irrigator is usable only for irrigation and stock water purposes and is hereinafter referred to as the "Allotment



Water."

H. Irrigator desires to enter in this Contract with the District and the Company to provide for the carriage of the Allotment Water within the Ditch from the discharge of the headgate of the Ditch to the headgate or turn-out of Irrigator on the Ditch shown and described on Exhibit B attached hereto (the "Irrigator Turn-Out") for use for irrigation and stock water purposes on the lands of Irrigator described on Exhibit A.

**NOW, THEREFORE, IN CONSIDERATION OF THE PAYMENTS TO BE MADE BY IRRIGATOR** as hereinafter provided, and in consideration of the mutual covenants herein contained, the sufficiency of which consideration is hereby expressly acknowledged, the District and Irrigator hereby agree as follows:

**I. CARRIAGE AND DELIVERY OF WATER:**

1.1 The District agrees, subject to the terms of this Contract, to accept at the Stillwater Ditch headgate, convey in the Ditch and deliver to Irrigator at the Irrigator Turn-Out the Allotment Water properly released from Yamcolo Reservoir to Irrigator under the Allotment Contract. Other than if Irrigator is an allottee out of the YIA Stillwater Ditch Allocation, the obligations of the District under the preceding sentence are also subject to the terms and provisions of the Allotment Contract, all of which are incorporated herein by reference, including without limitation, paragraph 2.2 regarding advance notice to the District of dates, time and rate of flow of water requested to be released, paragraph 2.3 regarding maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works and the allocation of water released among the various parties entitled to such releases pursuant to agreements with the District, paragraph 2.4 regarding risk of seepage, evaporation, and other delivery losses of the Allotment Water within the Yampa (Bear) River and the Ditch, paragraph 2.5 regarding the time period the Allotment Water will be released, and paragraph 2.7 regarding the place and manner of use of the Allotment Water. If Irrigator is an allottee out of the YIA Stillwater Ditch Allocation, the obligations of the District under the first sentence of this paragraph 1.1 above are subject to the terms and provisions of the YIA-District Allotment Contract, all of which are incorporated herein by reference.

1.2 The Company and the District shall not be obligated to carry or deliver water in the Stillwater Ditch before May 1 or the date in the springtime that the headgate, diversion structure and Ditch are free of ice and snow and capable of transporting water, whichever occurs later, or after October 1 of any year.

1.3 Except as set forth in this Contract, Irrigator agrees that, by virtue of this Contract Irrigator has no right, privilege, or entitlement to approve future Stillwater Ditch policies or bylaws as may be adopted by the District or the Company, including bylaw revisions or pricing or assessment rules, or other rules and regulations (in all, the "Stillwater Ditch Terms"), including (but not limited to) pricing, assessments, management, repairs or maintenance, as may be adopted by the District or the Company or changed from time to time in the sole discretion of the District or Company, including separate operations, maintenance and repair cost share by direct flow/Gardner Park/Ramshorn/Stillwater Reservoir users, even though a portion of the Allotment Water is or may then be delivered using the Stillwater Ditch into the Yampa River drainage or Colorado River

drainage. The District shall give notice to Irrigator prior to the adoption of any changes, amendments, terminations, or revocations of any such Stillwater Ditch Terms. Irrigator is not by virtue of this Contract a third party beneficiary of the Stillwater Ditch or the Stillwater Ditch Terms or the 2005 Stock Assignment Agreement or any amendments thereto. However, if Irrigator is also a Shareholder under the 2005 Stock Assignment Agreement or a shareholder in a successor Ditch owner, nothing in this paragraph 1.3 is intended to prevent Irrigator from exercising its rights with respect to the Stillwater Ditch or the Stillwater Ditch Terms or the 2005 Stock Assignment Agreement, or any amendments thereto, by virtue of such status.

1.4 Irrigator acknowledges that the existing carriage capacity of the Stillwater Ditch has been allocated by the District as set forth below and that such allocation will remain in effect and be binding on Irrigator and the District during the Term (as defined below) subject to the terms and provisions hereof:

(a) The first 36.3 c.f.s. of the capacity of the Stillwater Ditch (“Shareholder Capacity”) is reserved under the 2005 Stock Assignment Agreement for use by the Shareholders to convey water lawfully diverted under the Original Water Rights, and/or the Shareholder Other Reservoir Water Rights. In addition, to the extent capacity is physically available, the Shareholder Capacity may also be used by Shareholders, including Irrigator, if Irrigator is a Shareholder, to deliver the District's Yamcolo Water, including the Allotment Water, and the YIA Stillwater Ditch Allocation to which a Shareholder may be entitled. The Shareholder Capacity shall be allocated among the Shareholders on a pro rata basis, according to the number of shares owned by the predecessors in interest of the Shareholders as specified in the 2005 Stock Assignment Agreement. Water lawfully diverted by or under contract for delivery to Irrigator under any other water right than the Original Water Rights, the District's Yamcolo Water, the YIA Stillwater Ditch Allocation or the Shareholder Other Reservoir Water Rights shall not be conveyed within or under the Shareholder Capacity. Irrigator is not entitled to use the Shareholder Capacity to convey or deliver unadjudicated water from the Yampa or Bear River into the Stillwater Ditch. In the event that the capacity of the Stillwater Ditch suffers a reduction for any reason, the Shareholder Capacity shall remain intact, and, in such event, deliveries of water pursuant to carriage contracts in the Carriage Contract Capacity (defined below), including this Contract, shall be reduced as necessary and as further described in paragraph 1.4 (d) below to preserve the Shareholder Capacity to the greatest extent possible.

(b) Use of the remaining 26.2 c.f.s. of the capacity of the Stillwater Ditch (“Carriage Contract Capacity”) shall be reserved for use pursuant to carriage contracts between the District and Company and the individuals and/or entities utilizing or entitled to utilize such remaining capacity, as follows:

(i) 4.5 cfs of the remaining 26.2 c.f.s Carriage Contract Capacity shall be reserved by the District and Company for the delivery of the YIA Stillwater Ditch Allocation. Irrigator acknowledges that the YIA Stillwater Ditch Allocation capacity among the YIA members is determined by the YIA and not by either the District or the Company or the allottees from YIA, and that the YIA Stillwater Ditch Allocation is subject to the YIA-District Allotment Contract as now exists and as may hereafter be amended.

(ii) 2.5 c.f.s. of the remaining 26.2 c.f.s Carriage Contract Capacity (the "District Non-Ag Water Capacity") may be reserved to and for the District, at the option of the District, for the delivery of up to 500 acre feet annually that may be stored by the District in Yamcolo Reservoir and allocated by the District to its Original Municipal Pool for municipal, industrial, augmentation or other non-agricultural uses (the "District's 500 AF Non-Ag Water") and further allocated pursuant to individual contracts between the District and the users of such 500 AF of stored water; provided, however, that such reservation of capacity shall only be reserved to and for the District commencing March 1 of the calendar year after the calendar year in which the Board adopts a Resolution authorizing such use (the "Non-Ag District Capacity Commencement"). Until the date of the Non-Ag District Capacity Commencement for the District, such 2.5 c.f.s District Non-Ag Water Capacity shall be added to the capacity reserved to and for the District under subparagraph 1.4 (b) (iii) below.

(iii) 19.2 cfs of the remaining 26.2 c.f.s. Carriage Contract Capacity (plus the 2.5 cfs District Non-Ag Water Capacity prior to the Non-Ag District Capacity Commencement) is reserved to and for the District for the delivery of the District's Yamcolo Water for irrigation and/or stock water first uses (including subsequent storage for such first irrigation uses) within the Yampa River basin and/or the Colorado River basin pursuant to allotment contracts entered into by the District, including the Irrigator Allotment Contract, and subject to the obligations of the District under subparagraphs (i) and (ii) above, the District may, when the Yampa (Bear) River is not under administration, utilize excess capacity in the Stillwater Ditch for diversion and carriage of water under any other decrees whether now existing or hereafter obtained or unadjudicated water from the Yampa River.

(c) Irrigator further agrees that the quantity of water carried by the Stillwater Ditch in such 26.2 c.f.s. of capacity for delivery into the Colorado River Basin in any water year shall never exceed the lesser of 4,000 AF or the sum of (a) the quantity of the District's Yamcolo Water delivered or expected to be delivered into the Colorado River Basin that water year, plus (b) the YIA Stillwater Ditch Allocation delivered or expected to be delivered into the Colorado River Basin (not to exceed in any event 350 AF). If the District concludes in the exercise of its reasonable discretion that the limitation set forth in the preceding sentence will be exceeded the District may take such action as it deems appropriate to limit the application of irrigation water to lands of Irrigator located in the Colorado River Basin, except such actions shall not include curtailment of delivery in the Ditch of up to 350 AF out of the 445 AF YIA Stillwater Ditch Allocation historically exported into the Colorado River Basin. If the District concludes in the exercise of its reasonable discretion that there exists excess capacity in the Stillwater Ditch when the Yampa (Bear) River is not under administration, such capacity may be used or contracted by the District for diversion and carriage of water under any other decrees whether now existing or hereafter obtained or unadjudicated water from the Yampa River.

(d) If the Carriage Contract Capacity is reduced or otherwise insufficient to accommodate the delivery of Allotment Water at the rate demanded, the YIA Stillwater Ditch Allocation capacity and the Carriage Contract Capacity (less the YIA Stillwater Ditch Allocation capacity) shall each be reduced proportionally and pro rata, without discrimination. As set forth in

subparagraph 1.4 (b) (i) above, the remaining YIA Stillwater Ditch Allocation capacity shall be allocated among its members as determined by YIA and the remaining Carriage Contract Capacity (less the remaining YIA Stillwater Ditch Allocation capacity) shall be allocated among the holders of all Allotment Contracts (excluding YIA-District Allotment Contract) pro rata.

(e) For purposes of illustration, the allocation of capacity within the Ditch is graphically depicted on Exhibit C attached hereto. In the event of a conflict between Exhibit C and the provisions of this paragraph 1.4, this paragraph 1.4 shall be controlling.

1.5 Except as otherwise approved by the District in writing, such approval to be given, conditioned or withheld by the District in its sole discretion, none of the Allotment Water shall be diverted from the Stillwater Ditch other than at the location of the Irrigator Turn-Out described in Exhibit B, and none of the Allotment Water shall be carried in the Stillwater Ditch into the Colorado River Basin for purposes other than irrigation and/or stock water uses on the property of Irrigator described in Exhibit A.

## **II. CARRIAGE FEES, PAYMENT, AND CREDITS AGAINST FEE :**

2.1 The fee for the carriage and delivery of any of the Allotment Water ("Carriage Fee") within the Ditch from the discharge of the outlet works of Yamcolo Reservoir to Irrigator's Turn-Out for Water Year 2020 under this Contract (the "First Water Year") shall be one dollar and eighty-four cents (\$1.84) per acre foot of the maximum Allotment Water as described in paragraph G of the Recitals above, whether Irrigator diverts and applies to Irrigator's land all, any, or none of such Allotment Water in any year, but subject to the Credit described in paragraph 2.3 below. This Carriage Contract is a "take or pay" contract, but subject to the Credit described in paragraph 2.3 below. However, if in any year Irrigator's payment obligation is reduced under the abatement provisions in Irrigator's Allotment Contract for Yamcolo water, either directly or as a member of YIA, the annual Carriage Fee payable by Irrigator for such year shall be reduced in the same proportion. The annual Carriage Fee 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 Carriage Fee for the prior Water Year, or (ii) the product obtained by multiplying the Carriage Fee for the prior Water Year by a fraction, the denominator of which is the CPI for the semi-annual period ending December 31 in the Water Year prior to the prior Water Year and the numerator of which is the CPI for the semi-annual period ending December 31 of the prior Water Year. However, notwithstanding the foregoing, the following rules shall apply and supersede the Carriage Fee as determined above for any calendar year from 2021 through to November 1, 2041:

(i) If the CPI-U increase for the preceding calendar year was 1.5% or less, then apply a 1.5% increase; but

(ii) If the CPI-U increase for the preceding calendar year was more than 1.5% but not more than 4%, then decrease such actual CPI-U increase by 0.5% and apply such adjusted increase; but

(iii) If the CPI-U increase for the preceding calendar year was more than 4%,

then divide the amount by which such increase exceeds 4% by 2, and add the result to 4% and apply such adjusted increase, but

(iv) In no event shall the adjusted percentage increase be less than 1.5% nor more than six percent (6%).

The CPI as herein described is the Urban Consumers, "all items," as set forth in the Denver-Aurora-Lakewood Federal Bureau of Labor Statistics index. In the event the Bureau of Labor Statistics discontinues publication of the CPI in the format existing as of the Effective Date then the District 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 increases in the CPI are taken into account, notwithstanding any such change in the base year.

A chart demonstrating the operation of this paragraph 2.1 is attached as Exhibit D to this Contract for illustrative purposes. If there is any inconsistency between the chart and the text of this Contract the text of this Contract shall be controlling.

2.2 The annual Carriage Fee shall be paid by Irrigator to the District within 30 days following the date the District provides an invoice to the Irrigator requesting payment for the prior irrigation season most recently concluded specifying the amount of the Carriage Fee payable, which shall include a description of any credit to which Irrigator is entitled as calculated pursuant to paragraph 2.3 below. Any annual payment not made within fourteen (14) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. Except as set forth below, payments due are based on the amount of Allotment Water and shall be made regardless of the amount of Allotment Water carried within the Ditch and delivered to Irrigator at the Take-Out and there shall be no abatement or setoff against any such payment, nor shall Irrigator be permitted to withhold any payment required for any reason whatsoever.

2.3 Credits Against Fee: If Irrigator is a Shareholder, and, while a Shareholder, is not during a water year using all of such Shareholder's Shareholder capacity allocation described in subparagraph 1.4(a) above to divert Shareholder's ownership interest in the Original Water Rights or Shareholder Other Reservoir Water Rights owned by such Shareholder, but instead is using some of such owned Shareholder capacity to divert, carry and receive at Irrigator's Take-Out part or all of the Allotment Water under the Allotment Contract described in Recital G above, and if the quantity of such use is calculated and agreed to by the General Manager of the District for the current water year, then the quantity of such use as so agreed, times the then applicable Carriage Fee for that year, shall be credited against the total annual Carriage Fee for which Irrigator would otherwise be liable under paragraphs 2.1 and 2.2 above (the "Credit"). For purposes only as an example, if Irrigator is a Shareholder and holds an Allotment Contract for 200 AF and also is an owner of a percentage interest in the Shareholder Capacity under the 2005 Stock Assignment Agreement, and for a period of time in a water year Irrigator does not utilize all or some portion of his Shareholder Capacity for the Original Water Rights or the Shareholder Other Reservoir Water Rights and pursuant to the terms of this Carriage Agreement diverts a cumulative total of 90 AF of his Allotment Contract allocation under such unused Shareholder Capacity, then the Irrigator would, after application of the Credit only be required to pay the Carriage Fee for 110 AF of his Allotment Water. In such

example, the Irrigator-Shareholder would nevertheless still be required to pay for all of the Carriage Fees applicable to the percentage Shareholder Capacity under paragraph 7 of the 2005 Stock Assignment Agreement, whether used by Irrigator or not, but subject to the Credit.

### **III. TERM OF AGREEMENT:**

Except in the event of an early termination as provided in Article VII below, the term of this Contract shall commence effective May 1, 2020 (the "Effective Date") and shall end on November 1, 2041 (the "Term"). This Contract is not renewable, although the Parties may at any time prior to the expiration of the Term enter into a new carriage contract.

### **IV. OPERATION AND MAINTENANCE OF STILLWATER DITCH:**

Except for the Irrigator Turn-Out structures, turn-out water flow measuring devices and equipment, and laterals which shall be maintained, repaired, and replaced by the Irrigator at its cost in accordance with the requirements of the District and the Company, it is expressly acknowledged that the District and the Company shall be solely responsible for operating, repairing, maintaining, enlarging, permitting, changing, renovating, or modifying the Stillwater Ditch, and that the District and Company shall be the sole owners of the Stillwater Ditch. Nothing herein contained shall be deemed to create a partnership, a joint venture, or joint ownership or joint responsibility in any way between the parties hereto.

### **V CONTRACT TERMINATION:**

#### **5.1. Termination by the District or Company.**

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

(b) The District and/or Company may terminate this Contract if its legal ability to carry and deliver Allotment Water within the Ditch is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to store and deliver the Allotment Water.

(c) The District and/or Company may terminate this Contract if the Allotment Contract is terminated.

#### **5.2. Termination by Irrigator.**

(a) Irrigator may terminate this Contract only in whole and not in part, for any material breach of the terms of this Contract by the District or Company, including the failure or inability the District or Company to convey the Allotment Water properly released to Irrigator under the Allotment Contract for an extended period of time, provided that Irrigator has first given at least

60 days' prior written notice from Irrigator to the District specifying in detail such material breach and giving the District the right within such 60-day period to cure and remedy such material breach.

(b) Except as provided in the preceding paragraphs, Irrigator 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.

**VI. FORCE MAJEURE:**

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

**VII. INSPECTIONS:**

The District and the Company grant to the managerial staff of Irrigator and any of its professional consultants access to the Ditch for inspection purposes subject to this Contract at reasonable times and under reasonable protective terms and conditions. Irrigator and Irrigator's consultants have no right to make physical changes to or maintenance of the Stillwater Ditch except with the prior written consent and approval of the District.

**VIII. LIMITED REPRESENTATION BY THE PARTIES:**

The District and the Company represent and warrant that they have full power and authority to execute this Contract, carry and deliver the Allotment Water within the Ditch, and perform their obligations hereunder during the Term. Irrigator represents and warrants that Irrigator has full power and authority to execute this Contract, receive Allotment Water at the delivery point and cause it to be delivered to Irrigator's Take-Out point and locations of use, and pay for and perform its obligations hereunder during the Term.

**IX. ENFORCEMENT OF THIS CONTRACT; REMEDIES ON DEFAULT:**

9.1. 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. Notwithstanding the foregoing, if Irrigator is in default in the timely payment of the Carriage Fees billed to such Irrigator by the District, the District may withhold delivery of water from the Ditch to the Irrigator's Take-Out until such Carriage Fees and any interest accrued thereon have been paid in full.

9.2. Specific performance and/or restraining orders and/or injunctive relief and/or the last sentence of paragraph 9.1 above shall be the exclusive remedies for the violation or default by a Party in any provision of this Contract, except that the District shall have all remedies at law for collection of sums required to be paid by Irrigator hereunder which are not paid when due, including interest and attorneys' fees.

9.3. 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.

**X. MISCELLANEOUS PROVISIONS:**

10.1. The District and/or Company may assign this Contract without necessity of Irrigator's consent or approval to one or more individuals or entities which succeed the District in the ownership of the Company and/or the Stillwater Ditch, and the District and Company or their successors may collaterally assign the proceeds of this Contract to any entity providing financing to the District or Company or their successors. Irrigator may assign this Contract without the necessity of the prior consent or approval of the District or Company to any individual or entity which acquires the entire interest of Irrigator in the Allotment Contract and which succeeds Irrigator in the ownership of the entirety of the property described in Exhibit A, such assignment to be effective on the effective date of written notice given from Irrigator to the District of such assignment setting forth the name and contact information for the assignee and certifying that the Contract is assigned in its entirety and that assignee is acquiring ownership of all of the property described in Exhibit A and the entirety of Irrigator's interest in the Allotment Contract. No other assignment of this Contract, including without limitation, any assignment of less than the entirety of Irrigator's interest in this Contract or the Allotment Contract or any assignment in connection with the sale of less than the entirety of the property described in Exhibit A, or any temporary assignment to any Shareholder or other holder of an Allotment Contract with the District or any other person, or any temporary assignment to any person of any use of capacity in the Stillwater Ditch, shall be effective unless approved in advance in writing by the General Manager or the Board, such approval to be given, conditioned or withheld by the District or the General Manager in its or his sole discretion.

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

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

10.4. 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.



10.5. 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 Irrigator:

Attn: \_\_\_\_\_

\_\_\_\_\_

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

With a copy to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to the District  
or the Company:

Upper Yampa Water Conservancy District  
Attention: General Manager  
P.O. Box 883990  
Steamboat Springs, CO 80488  
Email: kmcbride@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.

**XI. EFFECTIVE DATE:**

The Effective Date of this Contract shall be \_\_\_\_\_, 2020.

UPPER YAMPA WATER CONSERVANCY  
DISTRICT

By: \_\_\_\_\_  
(Title)

STILLWATER DITCH AND RESERVOIRS  
COMPANY

By: \_\_\_\_\_  
(Title)

IRRIGATOR:

\_\_\_\_\_

By: \_\_\_\_\_  
(Title)

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

\_\_\_\_\_

\_\_\_\_\_  
Mailing Address

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

Telephone: \_\_\_\_\_

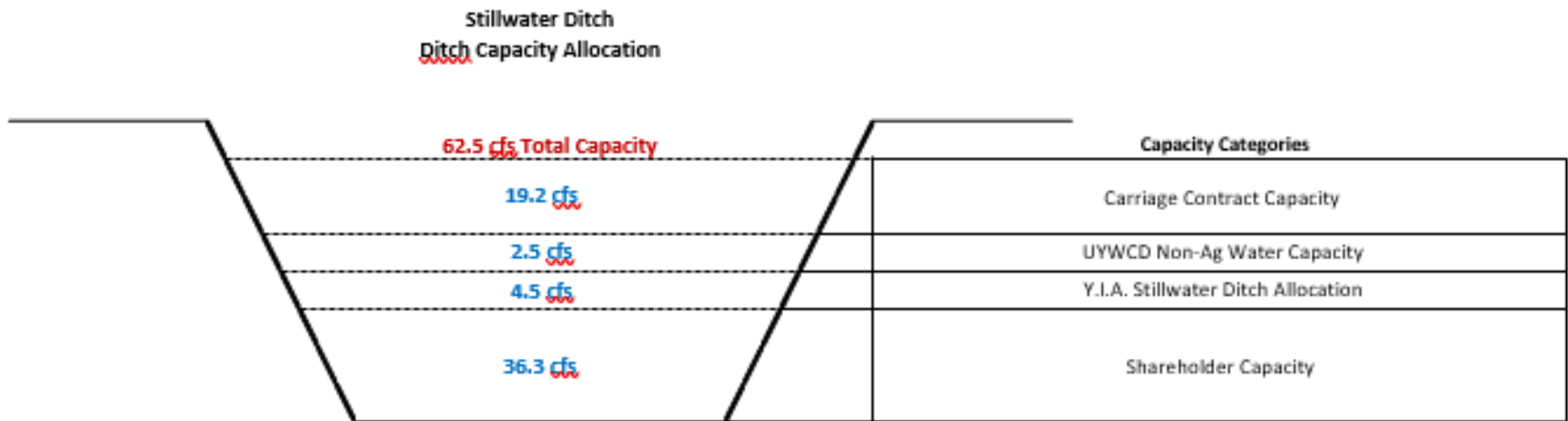
**EXHIBIT A  
TO  
CARRIAGE CONTRACT**

**DESCRIPTION OF IRRIGATOR PROPERTY**

**EXHIBIT B  
TO  
CARRIAGE CONTRACT**

**DESCRIPTION OF IRRIGATOR TURN-OUT**

**EXHIBIT C  
TO  
CARRIAGE CONTRACT**



## EXHIBIT D TO CARRIAGE CONTRACT

### Pricing Calculation Example

Example 2021 Price Calculation:

2020 Price per AF = \$1.84	or	2020 Price per Share = \$1.84	x	$\frac{\text{Example 2020 CPI}}{\text{Example 2019 CPI}}$			<b>Whichever is Greater:</b>
CPI Decrease	1.84	1.84	x	$\frac{226.280}{230.338}$	=	1.81	Resulting 2021 Price (\$) per AF 1.84
CPI Increase	1.84	1.84	x	$\frac{230.338}{226.280}$	=	1.87	1.87

However, notwithstanding the foregoing, the following rules shall apply and supersede the price above for any calendar year from 2021 through 2041:

	If 2020 CPI increase =	Price Increase	Resulting 2021 Price (\$) per AF		If 2020 CPI increase =	Price Increase	Resulting 2021 Price (\$) per AF
1.84	(a) 0.0%	1.50%	1.87		(c) 4.1%	4.05%	1.91
	0.1%	1.50%	1.87		4.2%	4.10%	1.92
	0.2%	1.50%	1.87		4.3%	4.15%	1.92
	0.3%	1.50%	1.87		4.4%	4.20%	1.92
	0.4%	1.50%	1.87		4.5%	4.25%	1.92
	0.5%	1.50%	1.87		4.6%	4.30%	1.92
	0.6%	1.50%	1.87		4.7%	4.35%	1.92
	0.7%	1.50%	1.87		4.8%	4.40%	1.92
	0.8%	1.50%	1.87		4.9%	4.45%	1.92
	0.9%	1.50%	1.87		5.0%	4.50%	1.92
	1.0%	1.50%	1.87		5.1%	4.55%	1.92
	1.1%	1.50%	1.87		5.2%	4.60%	1.92
	1.2%	1.50%	1.87		5.3%	4.65%	1.93
	1.3%	1.50%	1.87		5.4%	4.70%	1.93
	1.4%	1.50%	1.87		5.5%	4.75%	1.93
	1.5%	1.50%	1.87		5.6%	4.80%	1.93
	(b), (d) 1.6%	1.10% default to 1.5% floor	1.87		5.7%	4.85%	1.93
	1.7%	1.20% default to 1.5% floor	1.87		5.8%	4.90%	1.93
	1.8%	1.30% default to 1.5% floor	1.87		5.9%	4.95%	1.93
	1.9%	1.40% default to 1.5% floor	1.87		6.0%	5.00%	1.93
	2.0%	1.50%	1.87		6.1%	5.05%	1.93
	2.1%	1.60%	1.87		6.2%	5.10%	1.93
	2.2%	1.70%	1.87		6.3%	5.15%	1.93
	2.3%	1.80%	1.87		6.4%	5.20%	1.94
	2.4%	1.90%	1.87		6.5%	5.25%	1.94
	2.5%	2.00%	1.88		6.6%	5.30%	1.94
	2.6%	2.10%	1.88		6.7%	5.35%	1.94
	2.7%	2.20%	1.88		6.8%	5.40%	1.94
	2.8%	2.30%	1.88		6.9%	5.45%	1.94
	2.9%	2.40%	1.88		7.0%	5.50%	1.94
	3.0%	2.50%	1.89		7.1%	5.55%	1.94
	3.1%	2.60%	1.89		7.2%	5.60%	1.94
	3.2%	2.70%	1.89		7.3%	5.65%	1.94
	3.3%	2.80%	1.89		7.4%	5.70%	1.94
	3.4%	2.90%	1.89		7.5%	5.75%	1.95
	3.5%	3.00%	1.90		7.6%	5.80%	1.95
	3.6%	3.10%	1.90		7.7%	5.85%	1.95
	3.7%	3.20%	1.90		7.8%	5.90%	1.95
	3.8%	3.30%	1.90		7.9%	5.95%	1.95
	3.9%	3.40%	1.90		8.0%	6.00%	1.95
	4.0%	3.50%	1.90		(d) 8.10%	6.05%	1.95

**ATTACHMENT: RESOLUTION, PROCESS TO GRANT ALLOTMENT CONTRACTS**

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## UPPER YAMPA WATER CONSERVANCY DISTRICT

### RESOLUTION 2020-2

February 12, 2020

#### AMENDED AND RESTATED RESOLUTION ESTABLISHING A PROCESS FOR THE GRANT OF ALLOTMENT CONTRACTS FOR YAMCOLO RESERVOIR WATER FOR IRRIGATION AND STOCK WATER PURPOSES FROM THE INDIVIDUAL IRRIGATOR POOL

**WHEREAS**, the Upper Yampa Water Conservancy District (the "District") has previously entered in to mostly duplicative 30 year agreements with persons or entities who for the purpose of this Resolution shall be referred to as the "Current Irrigators" for the delivery of 4000 acre-feet of stored water from Yamcolo Reservoir water on an annual basis for irrigation purposes (the "Prior Individual Contract Pool"); and

**WHEREAS**, such agreements expired on July 15, 2019; and

**WHEREAS**, the storage capacity in Yamcolo Reservoir in excess of the approximately 1,000 AF of conservation pool has been allocated to the pools described below (collectively the "Pools" and individually a "Pool") by the Board of the Directors of the District (the "Board"), and such allocation shall remain in effect indefinitely except as from time to time amended by Resolution of the Board in its discretion:

(1) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 1,500 acre-feet AF, including up to 500 AF which is re-allocated to this Pool from the Prior Individual Contract Pool , which re-allocated 500 AF may also be used for irrigation and stock water uses (such 1,500 AF, in all, being herein referred to as the "Original Municipal Pool");

(2) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 3,500 AF, such Pool to consist of storage water (a) recontracted for any or all such uses after termination of any Renewal Irrigation Allotment Contracts (as defined below) to the extent the agricultural user and District do not renew such Individual Irrigator Contract, and (b) available to be contracted for such uses pursuant to Paragraph 4 below (this Pool being herein referred to as the "Enlarged Municipal Pool");

(3) Irrigation and stock watering uses only for the 3,000 AF allocated to the Yamcolo Irrigators Association ("YIA") (such 3,000 AF allocated to the Yamcolo Irrigators Association is herein referred to as the "YIA Pool")

(4) Municipal and Industrial and Domestic and Irrigation and Commercial and Stock Watering and Snowmaking and Firefighting and Recreational and Piscatorial and Augmentation and Instream Flow uses, including any beneficial uses permitted under water rights decrees of the



District and including delivery to and use within the Colorado River Basin and including re-use and successive uses of return flows to extinction for any lawful beneficial use, directly or by exchange, for 3,500 AF (the "Individual Contract Pool"). Such Individual Contract Pool was formerly the 4,000 AF known as the Prior Individual Contract Pool which had previously since inception of Yamcolo Reservoir been first allocated to Colorado Ute Electric Association and later re-allocated to individual irrigators primarily using deliveries through the Stillwater Ditch, but has now been reduced to not more than 3,500 AF by the re-allocation of the Reallocated 500 AF to the Original Municipal Pool as described in Subparagraph (1) above.

(5) Any Lawful Purpose Permitted by District Water Decrees, directly or by exchange, for all water stored in Yamcolo Reservoir under the Yamcolo Reservoir Second Enlargement (the "Enlargement Pool"), or stored under any Yamcolo Reservoir re-fill decrees (the "Refill Pool").

**WHEREAS**, the District intends to offer new individual contracts for allotment of storage water out of the Individual Contract Pool to the Current Irrigators. These individual contracts will be limited to irrigation and/or stock water uses and for terms ending no later than November of 2041 ("Renewal Irrigation Allotment Contracts").

**WHEREAS**, one or more of such Renewal Irrigation Allotment Contracts will have an "off ramp" permitting the District to permanently reduce the quantity of water allotted by 500 AF effective November 1, 2030, by written notice given prior to such date.

**WHEREAS**, by this Resolution the Board of Directors of the District desires to establish the process by which it will offer to enter into Renewal Irrigation Allotment Contracts for the allotment of up to 3,500 acre feet of such water from such Pool in Yamcolo Reservoir.

**WHEREAS**, by this Resolution the Board of Directors of the District desires to amend, restate, and supersede the Resolution of the Board adopted January 15, 2020 on this same subject.

**NOW THEREFORE**, be it resolved by the Board of Directors of the Upper Yampa Water Conservancy District, as follows.

1. The District shall offer Renewal Irrigation Allotment Contracts for Yamcolo storage water out of the Individual Irrigators Pool on the District's standard allotment contract form no later than March 1, 2020 to each of the Current Irrigators in the same amount such irrigator had under contract deliverable out of the Prior Individual Contract Pool from Yamcolo Reservoir on July 15, 2019, except that the allotment contract offered to Sleeping Lion Ranch, LLC shall be for 2400 AF. Determination of the identity of each of the Current Irrigators shall be based on the billing records of the District and in the event of any question or dispute regarding the identity, the amount of water to be offered, the description of the property on which the water may be used or other matter involving the completion of the allotment contracting process the decision of the General Manager on such question or dispute shall be conclusive and not appealable to the Board.
2. If prior to April 1, 2020, the Current Irrigators take and execute Renewal Irrigation Allotment Contracts through 2041, and applicable Stillwater Ditch carriage contracts, for less than 3,500 AF, then in April of 2020, the remaining uncontracted portion of such 3,500 AF will first be offered collectively to (a) any irrigators who do not have Renewal Irrigation Allotment Contracts but who own and have historically diverted and delivered water for agricultural

purposes down the Stillwater Ditch, for the purpose of using any such allotment contracts only through delivery in the Stillwater Ditch, and (b) irrigators who hold current Individual Irrigator Contracts;

3. If by May 1, 2020, a remainder uncontracted portion of such 3,500 AF still exists, then the remaining uncontracted portion of such 3,500 AF will be offered in May of 2020 to the members of YIA (but treated as part of the Individual Contract Pool), to accept on a first come-first served basis until such uncontracted portion is committed;

4. If by June 1, 2020, there still remains an uncontracted portion of such 3,500 AF, the District may keep such remaining shortage as uncontracted water in the Individual Contract Pool, may from time to time in its discretion contract such water for agricultural purposes on a short term basis, or may re-allocate such remaining shortage to the Enlarged Municipal Pool and contract such remaining shortage for M&I or augmentation or any other non-agricultural uses.

5. The allocation of the contract provision providing for reduction of Additional 500 AF among the Renewal Irrigation Allotment Contracts under the "off-ramp" described in the 5<sup>th</sup> WHEREAS clause above shall be determined by the General Manger in his discretion in consultation with the Individual Irrigators. In addition, without the necessity of further approval of the Board, the General Manger shall have the authority to adjust the time deadlines set forth in this Resolution and to establish and adjust other deadlines for the management of the contracting process as he deems appropriate.

6. This Resolution shall, amend, restate, and supersede the Resolution of the Board adopted January 15, 2020 on this same subject

**READ AND RESOLVED** effective the 12<sup>th</sup> day of February, 2020.

Upper Yampa Water  
Conservancy District

By: 

Ken Brenner, President