

AGENDA

Upper Yampa Water Conservancy District Annual Retreat And Special Board Meeting

Thursday, October 15, 2020 (9:00 AM – 3:30 PM)

Online Meeting:

<https://zoom.us/j/98463950224?pwd=TUNZOEhER0hUUkxmV0sxakY4bm84UT09>

**INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING & A ZOOM BREAKOUT ROOM FOLLOW
THE AGENDA**

The Upper Yampa Water Conservancy District

“To lead water resource management within the District’s boundaries by responsibly conserving, protecting, developing, providing and enhancing the water resources of the Yampa River Basin. The District will initiate and participate in projects that embody and promote the protection of water rights, provide broad benefits to District constituents and develop projects that provide responsible conservation, responsible growth, beneficial water storage and usage, and public awareness within the Upper Yampa Water Conservancy District.”

Retreat Agenda

I. Start (9:00)

II. Welcome, Agenda Review, Expectations for the Day (9:00-9:15)

III. Board Member Break Out Sessions by Division Representation (9:15-10:00)

a. Division 1

- UYWCD Board Members: Haskins, Monger, Murphy
- UYWCD Staff Moderator: TBD

b. Division 2

- UYWCD Board Members: Brenner, Jones, Sharp
- UYWCD Staff Moderator: TBD

c. Division 3

- UYWCD Board Members: Halliday, Redmond, Woodmansee
- UYWCD Staff Moderator: TBD

IV. Break Out Session Summaries (10:00-10:30)

[Break 10:30-10:45](#)

V. Strategic Plan Update (10:45-12:00)

- a. **2021 UYWCD Strategic Plan Committee Report:**
General Manager and Board President to present findings/Recommendations from Strategic Plan Committee and Staff on proposed revisions and updates to the UYWCD Strategic Plan.
- b. **2021 UYWCD Strategic Plan Review:**
Incorporation of Strategic Plan Committee Recommendations and Feedback from morning break-out session into 2021 UYWCD Strategic Plan
- c. **2021 Strategic Plan Schedule:** **Action item**
Adopt schedule for the finalization of 2021 Strategic Plan and 2021 UYWCD Budget

Lunch Break 12:00-12:30

Special Board Meeting Agenda 12:30 P.M.

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

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

- (1) **12:30 PM** Establishment of Quorum and Call to Order
- (2) **12:35 PM** Approval of Agenda for Meeting **Action item**
- (3) **12:40 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (4) **12:45 PM** Consent Agenda; **Action item**
 - a) Approval of the minutes of September 17, 2020 Board Meeting
 - b) Acceptance of minutes of September 23, 2020 and October 1, 2020 Strategic Plan Committee Meeting and approval of October 7, 2020 Strategic Plan Committee Meeting

- (5) **12:50 PM** Report of General Manager
 - a) 12:50 PM Proposed Stagecoach Reservoir Water Pricing Policy
 - b) 1:50 PM Steamboat Ski Corporation Request for Additional Stagecoach Water Contract **Action item**
 - c) 2:05 PM Routt County Agreement **Action item**
 - d) 2:10 PM Morrison Creek Letter of Support **Action item**
 - e) 2:15 PM Stillwater Ditch Agreement Amend **Action item**
- (6) **2:20 PM** Pending Water Cases
 - a) Water Resumes
 - b) Status of other water cases
- (7) **2:30 PM** New Business (Limited to emergency matters that came up during the course of the meeting) **Action item**
- (8) **2:35 PM** Executive Sessions:
 - a) Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and _____ (insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b) Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to **Stagecoach Municipal Water Contracts**. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (9) **3:05 PM** Board actions regarding Executive Session **Action Item**
- (10) **3:25 PM** Determination of Next Meeting Agenda
- (11) **3:30 PM** Adjournment.

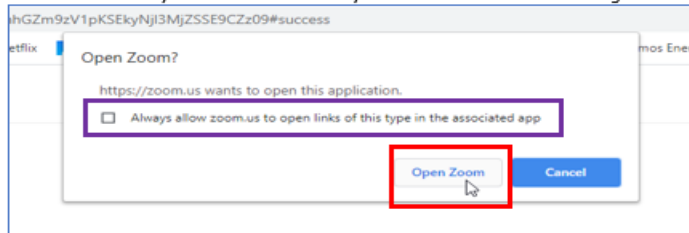
How to join a Zoom meeting

Join via "Join Zoom Meeting" link:

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

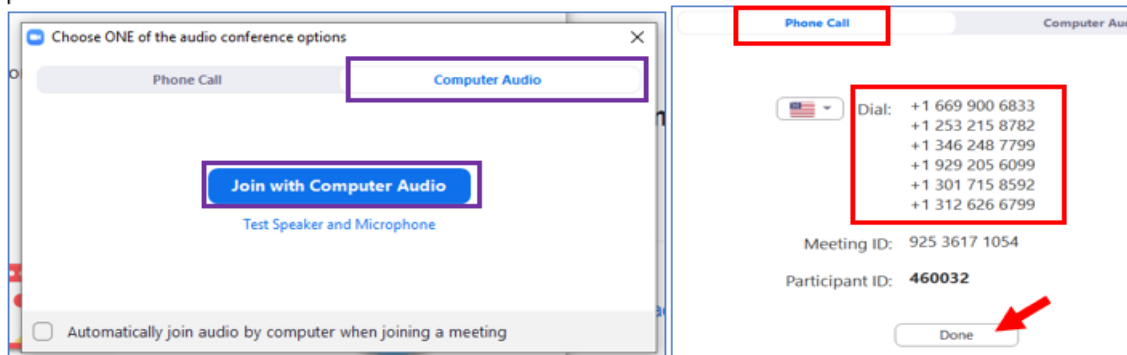


If you have not used Zoom before, you may receive this dialogue box to open Zoom. First, click on "always allow zoom.us..." so you will automatically connect for future meetings. Then, click on "Open Zoom" and follow the prompts.



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

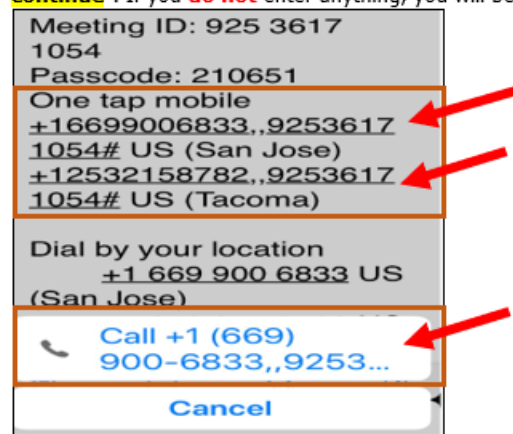
To use your cell phone or landline, click on "Phone Call" and then choose a number from the list. Once you dial the number, you will be asked for the Meeting ID and Participant ID to enter the meeting. Click on "Done" once you are connected to the Zoom meeting. Or, you can use the "One tap mobile" option,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



Join via cell phone with "One tap mobile":

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

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



Join via "Dial by your location":

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

Meeting ID: 925 3617 1054
Passcode: 210651
One tap mobile
+16699006833,,92536171054# US (San Jose)
+12532158782,,92536171054# US (Tacoma)

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Germantown)
- +1 312 626 6799 US (Chicago)

Meeting ID: 925 3617 1054

Be sure you are identified properly:

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

Participants (1)

Upper Yampa Wate... (Host, me) Mute More >

Rename

Enter a new screen name:

Enter your name here

Remember my name for future meetings

OK Cancel

Choosing/Entering a Breakout Room - must have Zoom Version 5.3.1

If you joined via computer (with video & audio): You will have the option to choose/enter any of the breakout rooms. Follow instructions below.

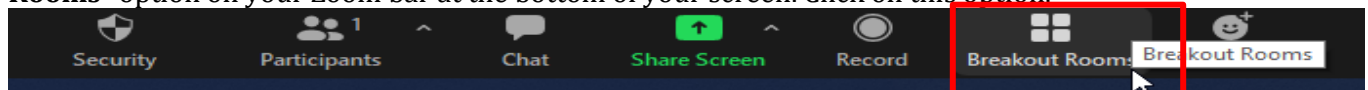
If you joined via computer and called in on a phone: Inform the Host so they can merge your computer and phone as one device recognized by Zoom. Once merged, you will have the option to choose/enter any of the breakout rooms. Follow instructions below.

If you joined via phone only: You will need to inform the Host which breakout room you would like to participate in. When the breakout rooms open, the Host will automatically move you to the room you requested. However, once you choose a breakout room, you will not be able to move to another. Once moved you will hear that you have been moved to a breakout room. When the room closes, you will automatically be returned to the Main Meeting session.

Note: If you join Zoom after the breakout rooms open, you will not be able to contact the Host and will not be able to participate in a breakout room.

How to choose/enter a breakout room

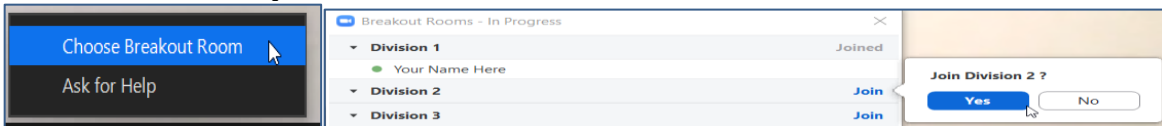
Once the Host has created and opened the Breakout Rooms, there will be a "Breakout Rooms" option on your Zoom bar at the bottom of your screen. Click on this option.



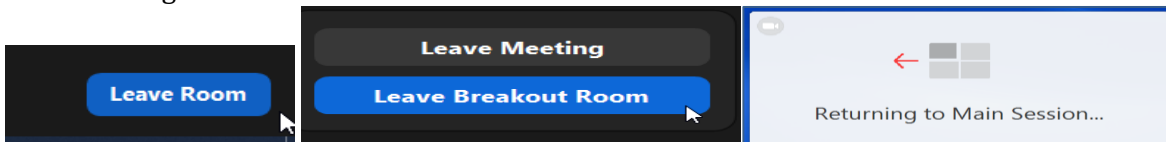
Next you will see **“Breakout Rooms - In Progress”**. Click **“Join”** to enter one of the breakout rooms.



Once in the breakout room, if you want to join a different breakout room, click on the **“Breakout Rooms”** option on the Zoom bar and then choose another room to enter.



If you want to return to the Main Meeting session, click on **“Leave Room”**, in the far right-hand corner of the Zoom bar, and then **“Leave Breakout Room”**. You will now return to the Main Meeting session.



Once you are back in the Main Meeting session you can still join other breakout rooms that are still in session. Follow the steps above.

Contact Deb Bastian for any questions

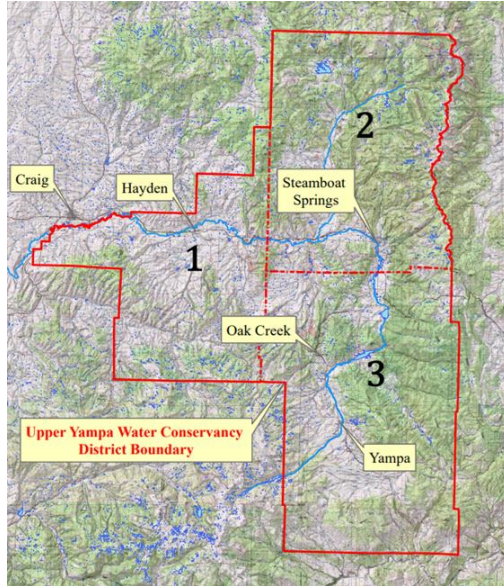
- Email: dbastian@uppervampawater.com or Phone: 970-819-0189

BREAK OUT SESSIONS BY DIVISION REPRESENTATION

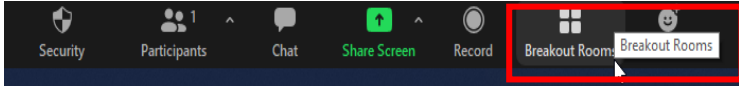


Thank you for joining the UYWCD Annual Board Retreat and Special Meeting!

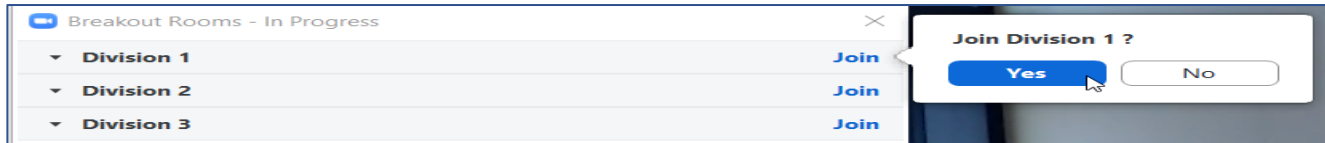
We are currently in breakout sessions based on UYWCD District Divisions shown in the map below. If you are joining by computer, you may join any of our breakout sessions at any time. However, you will need Zoom Version 5.3.1 to participate. If you are joining by phone, the self-select option to join a breakout session is not available.



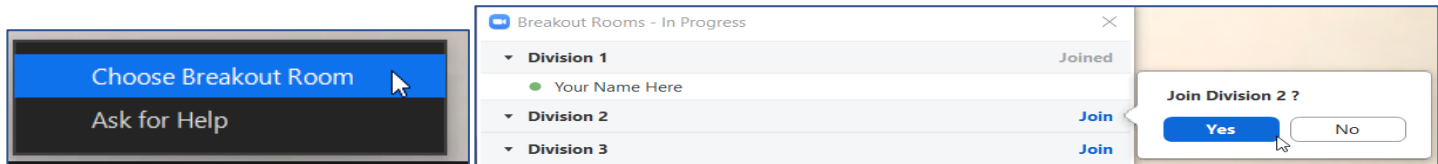
Choose the **“Breakout Rooms”** option on your Zoom bar at the bottom of your screen.



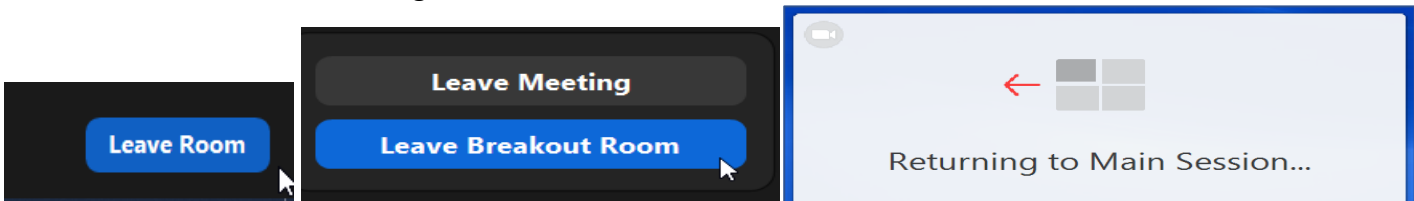
Next, choose a breakout room and click **“Join”**.



Once in the breakout room, you can join a different breakout room by clicking on the **“Breakout Rooms”** option on the Zoom bar and then choose another room to enter.



If you want to return to the Main Meeting session, click on **“Leave Room”** and then **“Leave Breakout Room”**. You will now return to the Main Meeting session.



Once you are back in the Main Meeting session you can still join other breakout rooms that are still in session. Follow the steps above.

BREAK OUT SESSION SUMMARIES



STRATEGIC PLAN UPDATE





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manger

Date: 10/08/20

Item: 2021 Upper Yampa Water Conservancy District Strategic Plan

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The 2021 Upper Yampa Water Conservancy District (UYWCD) Strategic Plan update is presented for consideration by the UYWCD Board of Directors (BOD).

II. Summary and Alternatives:

The UYWCD Strategic Plan will be regularly reviewed and updated as appropriate by the UYWCD BOD and staff. The first review of the 2020 UYWCD Strategic Plan was completed in July of 2020. Subsequent reviews of the 2020 UYWCD Strategic Plan with the intent to update the Strategic Plan for presentation to the full UYWCD BOD as the proposed 2021 UYWCD Strategic Plan were performed by the UYWCD Strategic Plan Committee during three meetings held on September 23, October 1, and October 7, 2020. These reviews included discussions of the UYWCD Strategic Plan goals and consideration of several updates and recommendations by the UYWCD Staff and committee members.

III. Staff Recommendation:

The UYWCD Strategic plan is intended to be a living document. Therefore, the UYWCD staff recommends that the information contained in the proposed 2021 UYWCD Strategic Plan be considered as the basis for the development of the 2021 UYWCD Staff Work Plan and provide guidance for the development of the Final Proposed 2021 UYWCD Budget. Potential new tasks have been identified for inclusion in 2021 UYWCD Strategic Plan by the UYWCD Strategic Plan Committee and the UYWCD Staff. The UYWCD staff and Strategic Plan committee encourage all UYWCD BOD members to review the proposed changes and engage in discussions on these matters during the UYWCD BOD Retreat on October 15, 2020.



Both the 2021 UYWCD Staff Work Plan and Final Proposed Budget will be prominent topics for discussion during the November 19, 2020 UYWCD BOD meeting. Therefore, the UYWCD staff recommends that, after discussion, the proposed 2021 UYWCD Strategic Plan be adopted by the UYWCD BOD.

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan 10.2

Attachments:

Attachment 1: Proposed 2021 UYWCD Strategic Plan

UYWCD Strategic Plan - Supplemental Chart for 2021 Internal Work Planning

Objective	History, Current Work & Current Plans	Potential New Tasks	Department	2020 Work Efforts (Will be updated and moved to "History, Current Work and Current Plans" Column by November 19, 2020, re-title as "2021 Work Efforts")	Status of 2021 Potential New Tasks	
1. Upper Yampa Basin water resources and local water uses are protected from transbasin diversions and Compact administration that would adversely impact those water resources and uses.						
1.1	Develop District understanding and policies to address Big River issues	<ul style="list-style-type: none"> ● Monitor Statewide Demand Management feasibility study ● Engage in CRD "Risk Study" e.g. options for administering a "Compact Call" ● Engage in Basin Roundtable Big River Subcommittee ● Monitor IBCC negotiations ● Monitor CWCB and State Water Plan activities (e.g. compact compliance study) ● Monitor Legislative Activities ● Hold Board work sessions for Board education, communication with stakeholders, and to develop Board positions. ● Training/orientation for Holly on Big River Issues 	<p style="color: red; text-align: center;">Invite Regional/State Expert to give public presentations on Big River Issues: Demand Management, CO River Compact Interim Guidelines</p>	<ul style="list-style-type: none"> ● External affairs ● Legal ● Board 	<ul style="list-style-type: none"> ● Communications Director is attending multiple state-wide and regional water planning group meetings as a representative of the UYWCD. Completed the WECO Water Fluency Program in 2020. ● Risk Study Analysis of Yampa Doctrine and Equitable Apportionment Complete, UYWCD Staff to recommend next steps with UYWCD BOD input. ● UYWCD represented on Basin Roundtable Big River Subcommittee by K. Brenner, H. Kirkpatrick. Regular reports provided to UYWCD BOD as necessary. ● IBCC negotiations will be monitored proactively. The UYWCD needs to formalize organization approach to ensure that Yampa Basin interests and science to assist with the 2020-2026 Colorado River Interim Guidelines Renegotiations ● UYWCD is actively monitoring CWCB and State Water Plan activities through attendance and representation at regional planning groups. ● Legislative Activities are being monitored through Colorado Water Congress State Affairs Committee, and UYWCD Board Member Reports. Updates provided to UYWCD BOD at regular UYWCD BOD meetings. ● General Manager will propose a plan and schedule for the continued development of UYWCD positions on state-wide, Big River issues following presentation of Risk Analysis study at UYWCD July BOD meeting. 	Identified
1.2	Prevent out-of-District transfers of water that could have adverse impacts for the District and its constituents	<ul style="list-style-type: none"> ● Legal Staff monitor resumes ● Legal staff reviews District water contracts ● Staff Monitors and engages in activities in 1.1 	<p style="color: red; text-align: center;">Lobby legislature, in response to Big River Issues (State and Federal Representatives).</p>	<ul style="list-style-type: none"> ● External affairs ● Legal ● Board 	<ul style="list-style-type: none"> ● Legal Staff is monitoring resumes and reports are provided to UYWCD BOD at regular UYWCD BOD meetings ● Legal staff reviews all UYWCD water contracts. Most 2020 activity has been focused on Yamcolo agricultural contracts. Proposed CWT Stagecoach contract will be reviewed before presented to UYWCD BOD for authorization. ● Legal staff is engaged in activities in 1.1 as needed and at the request of UYWCD General Manager. 	Identified
2. District's infrastructure is safe and maintained, or improved as needed, to serve the needs of the District.						
2.1	Ensure sufficient funds to maintain and/or improve our infrastructure	<ul style="list-style-type: none"> ● Budget for O&M activities ● Budget for capital activities (includes periodic capital activities) ● Approve facilities reserves in Budget ● Budget and implement maintenance and improvement plan 	<p style="color: red; text-align: center;">Funds designated for new facilities/project construction, including Water Quality funds in update of 30-year maintenance plan for Stagecoach.</p>	<ul style="list-style-type: none"> ● Facilities ● Finance ● Board 	<ul style="list-style-type: none"> ● 2020 Budget for O&M activities is adequate to date. ● 2020 Budget for capital activities is adequate for Stagecoach and Yamcolo Reservoirs. 2020 budget for capital improvements for the Stillwater Ditch has been expanded as part of approved budget amendment. ● Facilities reserves included in 2020 approved budget ● Facilities maintenance and improvement plan implementation is ongoing with progress reports provided by District Engineer at UYWCD BOD regular meetings. Reports are included in public materials distributed for UYWCD BOD meetings. 	Identified

2.2	Initiate or support efforts to address algae and other water quality issues in Stagecoach Reservoir	<ul style="list-style-type: none"> Participate with Watershed Group (e.g. as fiscal agent for water quality grant) Baseline long term water quality monitoring effort through Routt County Department of Health Water quality monitoring as part of 401 water quality certification CPW monitoring efforts at Stagecoach State Park Initial USGS Limnology study Temperature String Deployment and DO monitoring 	Engage with CPW to develop long-term Water Quality monitoring program and Media/Public Outreach campaign at Stagecoach Reservoir. Water Quality monitoring program should include necessary actions/responses.	<ul style="list-style-type: none"> Planning? Facilities Board Finance 	<ul style="list-style-type: none"> UYWCD staff and board members continue to be active participants in the Watershed Group. The UYWCD is the fiscal agent for water quality study grant. UYWCD Director Halliday is the project manager for the Nutrient and Water Quality Study. UYWCD continues to participate in the baseline long term water quality monitoring effort through Routt County Department of Health as a fiscal partner. UYWCD staff maintain a working relationship with USGS regional staff. UYWCD continues water quality monitoring as part of 401 water quality certification. Next round of data collection for 401 requirements scheduled as required. New WQ Data collection in 2020 in response to CDPHE rule making process. CPW monitoring efforts at Stagecoach State Park are ongoing in 2020. UYWCD District Engineer is in direct communication with Stagecoach Stated Park Manager and CPW water quality staff. Temperature string deployment and DO monitoring continues uninterrupted at Stagecoach Dam in 2020. Monthly data reports filed with FERC by District Engineer. 	Identified
2.3	Ensure integrity and safety of dams	<ul style="list-style-type: none"> Continue all FERC-required emergency action plan updates, reporting, and exercises. (includes, e.g., emergency preparedness operations with local entities) Continue annual inspections by FERC and State Dam Safety Continue Part 12 reviews of Potential Failure Modes and other requirements of FERC Continue CDWR Dam Safety Inspections Continue with all regulatory agency dam safety requirements. 		<ul style="list-style-type: none"> Facilities 	<ul style="list-style-type: none"> FERC-required emergency action plan updates, reporting, and exercises are on schedule for 2020. Stagecoach Dam 2020 annual inspections by FERC pending FERC Covid protocol requirements. Stagecoach Dam CDWR Dam Safety Inspection Scheduled for August 2020. Yamcolo Dam CDWR Dam Safety Inspection complete. UYWCD District Engineer and CDWR Dam Safety Division are coordinating on an update to the Yamcolo Dam seepage monitoring program. Stagecoach Dam Part 12 inspection completed in 2019. Follow up item(s) responses filed with FERC June 2020. UYWCD has contracted with AECOM for compliance with new FERC requirement for outside review of Owner's Dam Safety Plan. Review, report and recommendations to be filed with FERC in December 2020. UYWCD was an active participant in the Routt County Hazard Mitigation Plan development. 	
2.4	Ensure safe work environment for all UYWCD employees and visitors	<ul style="list-style-type: none"> Full OSHA review of UYWCD facilities completed in 2014 by CSU Health and Safety Consultation Program Implementation of recommendation from 2014 safety review (safety procedures, equipment, documentation) 10 – year recurring OSHA review of UYWCD facilities (next to be completed in 2024) 	Explore connectivity upgrades for all UYWCD facilities, including UYWCD offices.	<ul style="list-style-type: none"> Facilities Legal 	<ul style="list-style-type: none"> Implementation of recommendation from 2014 safety review (safety procedures, equipment, documentation) is ongoing at all UYWCD facilities. Safety protocols have been modified in response to Covid development. UYWCD facilities staff designated as Critical Infrastructure Employees. Coordination with FERC staff has been modified to comply with additional request and reporting as determined by FERC Covid protocols. FERC Covid protocol updates ongoing in response to changing conditions. 	Identified
2.5	Maintain Stagecoach as a public recreation facility	<ul style="list-style-type: none"> Participate with CPW in updating Stagecoach master plan Ask CPW for update of annual activities 	Schedule meetings with CPW in January of 2021 to begin renegotiation of Stagecoach lease. Establish CPW-UYWCD Lease Negotiation Committee.	<ul style="list-style-type: none"> Facilities 	<ul style="list-style-type: none"> CPW Stagecoach master plan infrastructure improvements continue in 2020 with substantial electrical power infrastructure upgrades at Stagecoach State Park. UYWCD staff coordinated with CPW on permitting and project development for planned upgrades. Construction scheduled for summer of 2020. CPW provides regular updates of annual activities through communications with the District Engineer. 	Identified

3. District is financially sustainable and able to meet its stated goals.

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

4.All in-basin beneficial vested water uses in the District are protected, consistent with policy statements above.

4.1	Formalize and consider expanding District's grant program	<ul style="list-style-type: none"> •Diversion Infrastructure Improvement Project Proposal •Develop and implement UYWCD grant program procedures 	<p>Continue Infrastructure grant program with expansion to local reservoirs and stream gaging. Define explicit funding amount for non-infrastructure grant program (\$50,000 per year).</p>	<ul style="list-style-type: none"> •Public 	<ul style="list-style-type: none"> •UYWCD was granted \$100,000 in Water Supply Reserve Funds from the Basin Roundtable in January 2020. Marketing efforts include collaboration with outside agencies, local publications, and advertisements through local media including print and radio. The Diversion Infrastructure Improvement Project has received an influx of interested applicants who plan to complete projects in the coming months. •A streamlined application process for the Diversion Infrastructure Improvement Project is currently in place. Reimbursement procedures for matching WSRF monies will be established with the first payment request submitted in July 2020. •UYWCD staff is collaborating with local working groups and outside agencies to identify potential projects that could benefit from UYWCD grant funds. 	Identified
4.2	Promote District's existing augmentation plans on Yampa and Elk Rivers	<ul style="list-style-type: none"> • Market augmentation plans •Website redesign 	<p>Study potential coverage for areas of need not serviced by existing plans. Outreach/Education presentations to local non-water industry business groups. Use area wide mailing w/RC Assessor tools for educational materials.</p>	<ul style="list-style-type: none"> •Public 	<ul style="list-style-type: none"> •The first augmentation plan of 2020 was contracted in July. Communications Director is working with interested applicants on the Elk River. •Website redesign is underway. Hive180 Marketing is in the development phase of the new website. 	Identified
4.3	Explore potential expansion or creation of augmentation plans that aid in protecting the beneficial uses of junior priority water rights not currently within boundaries of the existing augmentation plans		<p>Hold internal discussions to clarify potential future needs; engage DWR in discussions as needed</p>	<ul style="list-style-type: none"> •Planning 	<ul style="list-style-type: none"> •Internal discussions to clarify potential future needs are identified as an important topic for inclusion in the 2020 UYWCD BOD retreat in October. 	Identified
4.4	Protect productive agricultural water uses in the District	<ul style="list-style-type: none"> •Diversion Infrastructure Improvement Project •Collaboration with existing agencies and interest groups •See Objective 1.1 		<ul style="list-style-type: none"> •Public •Legal •External Affairs 	<ul style="list-style-type: none"> •The Diversion Infrastructure Improvement Project offers funding for measuring devices that will help protect existing agricultural water rights in the District through record-keeping. •Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin. 	Planning, Implementing
4.5	Effectively communicate with local municipalities regarding long-term water supplies	<ul style="list-style-type: none"> •Basin modeling in coordination with Basin Roundtable (see 6.1) 	<p>Adopt Stagecoach Water Pricing/Marketing Policy, Set schedule for existing municipal contract negotiations.</p>	<ul style="list-style-type: none"> •Public •Planning 	<ul style="list-style-type: none"> •UYWCD staff is engaged with local municipalities as a supportive technical advisor on possible instrumentation upgrades and data collection. 	Planning, Implementing

4.6	Enter into appropriate and financially prudent water allotment contracts for District water from Stagecoach Reservoir and/or Yamcolo Reservoir for environmental and recreational beneficial uses	<ul style="list-style-type: none"> Colorado Water Trust engagement Water Fund engagement Other Stakeholder engagement ERC BOD discussions (e.g. Grosscup memo, Sharp memo) 		<ul style="list-style-type: none"> Legal Board 	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020. Water Fund engaged as important funding partner for CWT storage contract for Stagecoach Reservoir in 2020. Other Stakeholder engagement ERC BOD discussions conducted at May 2020 BOD meeting. 	NA
4.7	Increase flexibility of District's water rights portfolio in order to provide water for environmental and recreational purposes	<ul style="list-style-type: none"> Explore potential legal mechanisms for env/rec water releases 	Clarify District policy for support of instream flows (see 4.8 below), Specifically: work with CWT, consultants to identify HB20-1157 mechanisms for UYWCD reservoirs.	<ul style="list-style-type: none"> Legal 	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged with UYWCD in discussion of HBs 1037, 1157. 	Identified
4.8	Clarify District policy and role regarding the use of District water to support non-consumptive water uses	<ul style="list-style-type: none"> See 4.6 and 4.7 		<ul style="list-style-type: none"> Legal 	<ul style="list-style-type: none"> Colorado Water Trust (CWT) engaged in discussion of HBs 1037, 1157. CWT engaged for Stagecoach water storage contract in 2020. Potentials for change cases will be explored by UYWCD staff in 2021. ERC BOD discussions conducted at May 2020 BOD meeting. 	NA
5. Upper Yampa Basin water interests are represented at the local, regional and statewide levels on relevant policy, legislative, administrative, regulatory and judicial matters.						
5.1	Ensure representation of District interests in local and state matters, including on the IBCC, Basin Roundtable, CWCB and Colorado River District	<ul style="list-style-type: none"> Develop relationships with relevant elected state and county officials See 1.1 	Formalize UYWCD participation and responsibilities for UYWCD representation at outside group (decide what groups/efforts to participate in, set expectations for reporting back to GM, UYWCD BOD).	<ul style="list-style-type: none"> External Affairs 	<ul style="list-style-type: none"> Attendance of Colorado Water Congress Winter Summit in January 2020 by Directors and staff including K.McBride and H.Kirkpatrick, Collaboration with Colorado River District on Risk Study modeling and a virtual production of the Yampa State of the River. Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin. 	Identified
5.2	Increase District collaboration with Roundtable partners to advocate for Upper Yampa Basin interests	<ul style="list-style-type: none"> Continuous involvement in BRT since inception Collaboration with existing agencies and interest groups See 1.1 	Formalize UYWCD participation and responsibilities for UYWCD representation at outside group (decide what groups/efforts to participate in, set expectations for reporting back to GM, UYWCD BOD).	<ul style="list-style-type: none"> External Affairs 	<ul style="list-style-type: none"> Involvement from K.Brenner and H. Kirkpatrick in the Basin Roundtable and subsequent subcommittees including the Big River Subcommittee and Public Education, Participation, and Outreach (PEPO) Subcommittee and the Integrated Water Management Plan (IWMP) and its' Stakeholder Engagement Subcommittee ensures a role for the District in updating the Basin Implementation Plan (BIP) and educating the public on key water issues in the basin. H.Kirkpatrick serves on the technical advisory committee for the Yampa River Fund. 	Identified
6. Adequate water supplies within the District in light of changing climate conditions, population shifts, and other changes.						
6.1	Maintain and improve District's CDSS hydrology/water rights administration model	<ul style="list-style-type: none"> Maintain CDSS model (Update CDSS model with new Water Plan Technical Update) 	UYWCD Staff will keep current on CDSS model updates through participation in BIP process.	<ul style="list-style-type: none"> Planning 	<ul style="list-style-type: none"> CDSS model updates scheduled for 2nd of 2020 in response to Risk Analysis Study results. 	Identified

6.2	Increase District's understanding of relevant potential effects of climate change, population growth, and demographics for District planning	<ul style="list-style-type: none"> •Compare paleo study with climate change hydrology 	<p>UYWCD will participate in the community Just Transition Program for West Routt and Moffat Counties, possibly in coordination with Steamboat Chamber of Commerce. Participate in Routt County Master Plan as warranted. Explore water-related opportunities to address climate change resilience.</p>	<ul style="list-style-type: none"> •Planning 	<ul style="list-style-type: none"> •CDSS model updates to include paleo study comparison with climate change hydrology. District Engineer maintains regular contact with Paleo Hydrology working group. 	Identified
6.3	Increase engagement with constituents and Upper Yampa Basin water interests in planning for long-term Yampa Basin water supply and use	<ul style="list-style-type: none"> •Annual event •Collaboration with existing agencies and interest groups 	<p>Schedule and coordinate an annual event for 2021 a part of the 2021 work plan, Annual UYWCD Yampa Canyon trip.</p>	<ul style="list-style-type: none"> •Public 	<ul style="list-style-type: none"> •Annual event TBD pending Covid protocols. •Collaboration with existing agencies and interest groups ids ongoing by UYWCD staff and BOD. 	Identified
6.4	Expand Board's understanding of relevant issues and trends for District decision-making			<ul style="list-style-type: none"> •Board 	<ul style="list-style-type: none"> •Regular discussions of pending legislation and interpretation of new legislation is ongoing by UYWCD staff and BOD. •Collaboration with Colorado River District on Risk Study modeling. 	
7. Healthy reservoirs, streams and watersheds within the District in support of the policy statements above.						
7.1	Support water quality efforts in the District, and, where relevant, respond to concerns that arise, consistent with District's mission	<ul style="list-style-type: none"> •See 2.2 	<p>Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners. Continue to monetarily support ongoing upper basin water quality monitoring program in partnership with local stakeholders and USGS.</p>	<ul style="list-style-type: none"> •Planning? •Facilities •Board 	<ul style="list-style-type: none"> •See 2.2 	Identified

7.2	Anticipate potential future role and responsibilities for the District to support water quality in the District	<ul style="list-style-type: none"> ●Collaboration with existing agencies and interest groups 	Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners.	<ul style="list-style-type: none"> ●Planning? ●External Affairs ●Board 	<ul style="list-style-type: none"> ●Collaboration with existing agencies and interest groups is ongoing. UYWCD staff actively engaged with CDPHE, CPW, and Routt County on water quality concerns. 	Identified
7.3	Support efforts in the District to improve watershed management and forest health	<ul style="list-style-type: none"> ●Collaboration with existing agencies and interest groups 	Commission a Fire-Hazard Risk Study for the Yamcolo and Stagecoach contributing watersheds with USFS, NRCS and Rocky Mountain Restoration Initiative as partners.	<ul style="list-style-type: none"> ●Planning? ●External Affairs ●Board 	<ul style="list-style-type: none"> ●UYWCD staff is engaged in the Fish Creek Drainage forest health management plans as a supportive technical advisor on possible instrumentation upgrades. 	Identified
7.4	Explore mechanisms to support use of District water rights for environmental purposes, e.g., in-stream flows	<ul style="list-style-type: none"> ●See 4.6 and 4.7 	Clarify District policy for support of instream flows (see 4.8 below), Specifically: work with CWT, consultants to identify HB20-1157 mechanisms for UYWCD reservoirs.	<ul style="list-style-type: none"> ●Board 	<ul style="list-style-type: none"> ●UYWCD staff presented an in-depth discussion on in-stream flow and ERC possibilities at the May 2020 UYWCD BOD meeting. CWT-UYWCD partnership for ERC at Stagecoach Reservoir has been renewed by the District Engineer for 2020, with concrete plans to continue the exploration of legal mechanism available to the UYWCD and Yampa River Basin for future ERC and in-stream support. UYWCD staff will remain engaged in CWCB rule making processes and continued legal developments for HBs 1037 and 1157. 	Identified
8. District constituencies understand water issues in the Upper Yampa Basin and the role of the District in addressing them.						
8.1	Increase public understanding of the District's role and activities	<ul style="list-style-type: none"> ●Website redesign ●Annual event ●Develop social media presence ●Promote and support education programs concerning water resources in the District ●Increase email communication to interested parties 	Schedule and coordinate an annual event for 2021 a part of the 2021 work plan.	<ul style="list-style-type: none"> ●Public 	<ul style="list-style-type: none"> ●Hive180 Marketing is in the development phase for a new website. ●UYWCD awarded \$15,000 in grant funds to Yampatika for the development of a K-12 water education curriculum. UYWCD staff is reviewing the curriculum development on an ongoing basis. ●UYWCD sponsored a storage episode in the "Your Water Table" video series in collaboration with the Basin Roundtable. The series is currently in production. ●UYWCD filmed an educational video on the Yampa River Project with Colorado Water Trust. ●UYWCD is partnering with the Integrated Water Management Plan to produce an educational video on diversion assessments and improvements, which will include the Diversion Infrastructure Improvement Project. The video will be filmed in Fall 2020. 	Identified
8.2	Improve Board collaboration, participation and representation with other organizations doing water-related work in the Upper Yampa Basin.	<ul style="list-style-type: none"> ●Annual event ●Collaboration with existing agencies and interest groups 	Schedule and coordinate an annual event for 2021 a part of the 2021 work plan, WECO coordination to avoid duplicate efforts. Consider preparing/publishing an Annual Report as a community outreach effort.	<ul style="list-style-type: none"> ●Public 	<ul style="list-style-type: none"> ●UYWCD staff and directors are directly involved in the Basin Roundtable and subsequent subcommittees, the Integrated Water Management Plan (IWMP), the Yampa River Fund Technical Advisory Committee, the Upper Yampa Watershed Group, Colorado Water Trust, and are currently working to identify other collaboration opportunities for water-related work in the basin. 	Identified

8.3	Improve two-way exchange among constituents, stakeholders, Board and staff regarding District priorities and activities	<ul style="list-style-type: none"> Annual event Develop social media presence Market and engage public input during District events 	Schedule and coordinate an annual event for 2021 a part of the 2021 work plan.	Public	<ul style="list-style-type: none"> UYWCD strategic plan was released for public comment for a one month period ending December 2019. Public comments were compiled by UYWCD staff and the Board Governance Committee incorporated changes to the strategic plan as necessary. Outreach to outside organizations and interested constituents through email, periodic publications, and local media outlets is ongoing. 	Identified
8.4	Increase local awareness of local water issues and resources	See 8.1		Public	See 8.1	
9. Robust District water rights portfolio.						
9.1	Maintain and, where appropriate, perfect District's water rights	<ul style="list-style-type: none"> Legal department to anticipate and prepare tasks for upcoming due diligence, based on court decrees and Master Plan Keep Board apprised of legal issues and relevant budget needs 	Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.	Legal	<ul style="list-style-type: none"> Legal department is tracking upcoming due diligence, based on court decrees and Master Plan details. UYWCD Board is apprised of legal issues and relevant budget needs at all regular UYWCD BOD meetings. 	Identified
9.2	Enhance District involvement/advocacy on water administration matters	<ul style="list-style-type: none"> Water accounting for Yamcolo and Stagecoach Coordination with Division Engineer's Office on dam releases Meeting between UYWCD GM & DE 		Facilities	<ul style="list-style-type: none"> Updated water accounting system for Stagecoach Reservoir is 95% complete. Project completion by District Engineer pending finalization of Stagecoach reservoir Fill and Release Policies to be presented to UYWCD BOD for adoption at September UYWCD BOD meeting. The UYWCD continuously coordinates with Division Engineer's Office, partner Dam Owners, and contractees on dam releases. District Engineer has held multiple meetings (virtual) with the Division Engineer in 2020. 	
9.3	Evaluate potential and conditional water rights	<ul style="list-style-type: none"> Water Rights Master Plan Diligence cases 	Diligence cycle efforts (2025 target date): Coal Creek project investigation, explore update to WR/WS Master Plan.	Legal	Coal Creek Diversion project to be actively pursued in 2020.	Identified
9.4	Explore small tributary storage projects within Upper Yampa Basin	<ul style="list-style-type: none"> Diligence cases Dam feasibility studies 	Update Small Reservoir Study.	Planning	<ul style="list-style-type: none"> Coal Creek Diversion project to be actively pursued in 2020. Dam feasibility studies may be in need of updates in 2021. 	Identified
9.5	Pursue water projects that utilize/perfect District water rights and that provide water supply for consumptive and non-consumptive purposes	<ul style="list-style-type: none"> Diligence cases Dam feasibility studies 	Update Small Reservoir Study.	Planning	<ul style="list-style-type: none"> Coal Creek Diversion project to be actively pursued in 2020. Dam feasibility studies may be in need of updates in 2021. 	Identified
9.6	Support in-stream flow rights to help firm the District's portfolio.	See 4.6 and 4.7		Board	See 4.6 and 4.7	
9.7	Explore increasing flexibility of use for District's stored water rights	See 4.6 and 4.7		Board	See 4.6 and 4.7	

10. Robust staff, legal and administrative resources to ensure District's viability and ability to effectively serve its constituents.

10.1	Begin succession planning where appropriate		Conduct formal annual review of UYWCD General Counsel by UYWCD BOD. Consideration of term limits for BOD seats.	●Board	Conduct formal annual review of UYWCD General Counsel by UYWCD BOD	Identified
10.2	Regularly review and update Board goals and objectives			●Board	UYWCD BOD goals and objectives reviewed and updated as detailed in the 2021 Strategic Plan.	
10.3	Clarify District governance structure that promotes interaction, transparency, trust, and <i>esprit de corp</i> among Board, GM and staff		●Review, refine, adopt and implement Governance recommendations from 360 Committee, and assess any needed staffing or budgeting changes	●Board ●Administration ●Finance	● Final governance recommendations from 360 Committee adopted by UYWCD BOD. Staffing and budgeting changes due to search for, and eventual replacement of UYWCD General Manager have implemented by UYWCD staff, consultant, and Hiring Committee.	Complete/Active
10.4	Improve District organizational structure to maximize effectiveness, collaboration and teamwork		●Assess and implement any needed changes to existing positions, including exploring opportunities for redundancy among staff responsibilities and updating job descriptions as needed ●Assess need for updated written policies and procedures	●Administration	●Recent new hires for Communications and Marketing Manager, Business Manager, and Ditch Rider have addressed staffing needs for UYWCD. Permanent replacement for General Manager pending UYWCD BOD action. All UYWCD staff job descriptions have been updated in 2020. ● Written policies and procedures are updated as needed by UYWCD staff. ● UYWCD staff is working with ER Council on compensation survey, conducting a review and seeking quotes for health insurance plan and reviewing personnel guidelines for compliance and consistency. ● UYWCD staff will be conducting an audit of personnel & benefit files; will utilize ER Council as needed to confirm compliance.	Identified, Planning, Implementing
10.5	Encourage opportunities for professional development		Identify training programs for individual staff members during annual employee reviews.		●Staff training and professional development is a high priority for the UYWCD. Multiple UYWCD staff members have completed new training programs in 2020. The UYWCD General Manager will continue to work with staff to identify training opportunities for all staff in the remainder of 2020.	Identified
10.6	Ensure District continues to be represented by competent legal staff		Conduct formal annual review of UYWCD General Counsel by UYWCD BOD.	●Legal	●Bob Weiss and Scott Grosscup are doing an excellent job of representing the UYWCD for the organization's legal needs.	Identified
10.7	Demonstrate commitment to and capacity for public service and engagement with constituents		●Implement 'low-hanging fruit' from 360 Assessment in 2019 ●Convene informal conversations or focus groups to review other Assessment themes and brainstorm strategies to address issues ●Refine job description and work plan, e.g., for new Marketing/Outreach position		● UYWCD staff has conducted outreach efforts including emails, phone calls, and in-person meetings with individuals involved in contract negotiations to increase transparency and address questions or concerns as they arise. ●UYWCD staff has identified and met with key constituents involved in water-related work around the basin to identify collaboration opportunities. ●UYWCD staff represents UYWCD at water-related events including the Yampa State of the River, Yampa Rendezvous, Yampa River Fest, and Community Agriculture Alliance Ag Week.	Identified, Complete/Active

10.8	Create an Upper Yampa Basin records and archive repository		Coordinate with local facility/entity to explore possibilities of cataloguing and preserving historic water resources records. CSU facility as model program.		<ul style="list-style-type: none"> ● Records archive to be included in 2021 work plan with associated inclusion in 2021 budget. ● Staff responded to Open Records Requests of archived documentation, ranging from 1966 to present date. 	Identified
10.9	Promote retention of UYWCD staff		Offer financial support to UYWCD employees for the specific purpose of primary dwelling purchase in the form of housing stipend and/or low (or no-interest) loan.			Identified



Thank you for joining the UYWCD Annual Board Retreat and Special Meeting! We are currently in a lunch break.

The Special Board Meeting will begin at 12:30 PM

Special Board Meeting Agenda

12:30 P.M.

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

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

- (1) **12:30 PM** Establishment of Quorum and Call to Order
- (2) **12:35 PM** Approval of Agenda for Meeting **Action item**
- (3) **12:40 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (4) **12:45 PM** Consent Agenda; **Action item**
 - a) Approval of the minutes of September 17, 2020 Board Meeting
 - b) Acceptance of minutes of September 23, 2020 and October 1, 2020 Strategic Plan Committee Meeting and approval of October 7, 2020 Strategic Plan Committee Meeting
- (5) **12:50 PM** Report of General Manager
 - a) 12:50 PM Proposed Stagecoach Reservoir Water Pricing Policy
 - b) 1:50 PM Steamboat Ski Corporation Request for Additional Stagecoach Water Contract **Action item**
 - c) 2:05 PM Routt County Agreement **Action item**
 - d) 2:10 PM Morrison Creek Letter of Support **Action item**
 - e) 2:15 PM Stillwater Ditch Agreement Amend **Action item**
- (6) **2:20 PM** Pending Water Cases
 - a) Water Resumes
 - b) Status of other water cases
- (7) **2:30 PM** New Business (Limited to emergency matters that came up during the course of the meeting) **Action item**
- (8) **2:35 PM** Executive Sessions:
 - a) **Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations** and _____ (insert description) .
Mere presence or participation of an attorney at an executive session is not sufficient to

satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.

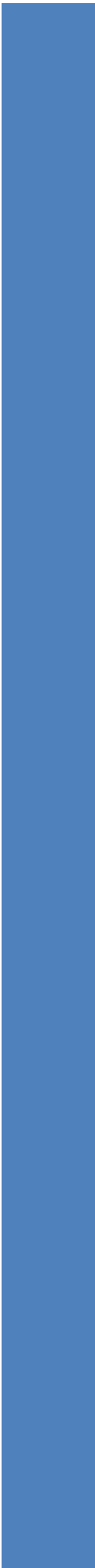
- b) Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to **Stagecoach Municipal Water Contracts**. This session will be recorded,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

(9) **3:05 PM** Board actions regarding Executive Session

Action Item

(10) **3:25 PM** Determination of Next Meeting Agenda

(11) **3:30 PM** Adjournment.



RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
SEPTEMBER 17, 2020 12:00 PM
ONLINE MEETING:

[HTTPS://ZOOM.US/J/95638113840?PWD=EFHSZVPVS1dFTTc4MNLVC0EYW
MFXDZ09](https://zoom.us/j/95638113840?pwd=EFHSZVPVS1dFTTc4MNLVC0EYW
MFXDZ09)

MINUTES

Chairman Ken Brenner called the meeting to order and declared a quorum present. In addition to Chairman Brenner, the Board members present were Bob Woodmansee, Doug Monger, John Redmond, Ron Murphy, Lyn Halliday, Tom Sharp, and Webster Jones. General Manager Andy Rossi, Communication/Marketing Manager Holly Kirkpatrick, Business Manager Deb Bastian, Chief Accountant Karina Craig, General Counsel Bob Weiss and Special Counsel Scott Grosscup were also present. Members of the public present included Kelly Romero-Heaney, City of Steamboat Springs; Matt Rice, American Rivers; Katie Duncan, Jerry Smith and Courtney Gerber.

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

The following agenda was proposed:

AGENDA

- (1) **12:00 PM** Establishment of Quorum and Call to Order
- (2) **12:05 PM** Approval of Agenda for Meeting **Action item**
- (3) **12:10 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (4) **12:15 PM** Consent Agenda; **Action item**
 - a) Approval of the minutes of July 15, 2020 Special Board Meeting, July 16, 2020 and August 20, 2020 Board Meetings
 - b) Financial Reports
 - i) Approval of Disbursement
 - ii) Budget Comparison
- (5) **12:20 PM** Report of General Manager

RECORD OF PROCEEDINGS

- a) Preliminary 2021 UYWCD DRAFT Budget Report
- b) October 2020 Board of Directors' Retreat
- (6) **1:05 PM** Committee Reports
 - a) 2021 Strategic Plan
- (7) **1:15 PM** Report of General Counsel
 - a) Surety Bond Motion **Action item**
- (8) **1:25 PM** District Engineer Report
 - a) Reservoir Water Status
 - b) Capital Projects Update
- (9) **2:00 PM** Communications-Marketing Updates
 - a) Meeting updates
 - b) Publication updates
 - c) Grant program updates
- (10) **2:30 PM** Board Member Reports
 - a) A Resolution in Support of the Colorado River Water Conservation District's November 3, 2020 Ballot Question **Action item**
- (11) **2:45 PM** Pending Water Cases
 - a) Water Resumes **Action item**
 - b) Status of other Water Cases (if any) **Action item**
- (12) **3:00 PM** New Business (Limited to emergency matters that came up during the course of the meeting) **Action item**
- (13) **3:05 PM** Executive Sessions:
 - a) **Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations** and _____(insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
- (14) **3:10 PM** Board actions regarding Executive Session
- (15) **3:15 PM** Determination of Next Meeting Agenda
- (16) **3:30 PM** Adjournment.

Chairman Brenner established a quorum and called the meeting to order at 12:06 PM.

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

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

Consent Agenda Director Woodmansee moved to approve the consent agenda (approval of July 15, 2020 Special Board Meeting, July 16, 2020 & August 20, 2020 Board minutes, cash

RECORD OF PROCEEDINGS

disbursements and budget comparison), Director Monger seconded the motion which was unanimously approved.

Report of General Manager

Preliminary 2021 UYWCD DRAFT Budget Report – General Manager Andy Rossi provided an overview of the budget process and reviewed the preliminary 2021 UYWCD budget and asked for comments/recommendations from the Directors now and going forward to the October Board meeting. He provided some information on the Stagecoach Wetlands Mitigation Reserve and the struggles the District has had with final mitigation efforts. This process is associated with the Stagecoach Reservoir Raise project and is part of the 404 permit with the Army Corp of Engineers. The dynamics of the reservoir have made it difficult for the final mitigation efforts to take. The District is looking into partnering with a third party to assist with this process or to buy credits in the wetlands bank for this purpose. Chairman Brenner noted that the City has a riparian restoration project going on and wondered if we would gain the same credit as we would in a wetlands bank. General Manager Rossi stated that it would be determined by the Army Corp of Engineers. Kelly Romero-Heaney, Water Resources Manager for the City of Steamboat Springs, spoke stating that the City is considering a significant wetlands restoration effort at the confluence of Walton Creek on city owned parcels. She noted that if the District is interested in being a stakeholder or party to the project the City would welcome the District to the table. General Manager Rossi thanked Kelly and noted that the District is interested if the City has $\frac{3}{4}$ of an acre of valid wetlands mitigation area in the project that meets the criteria of the UYWCD Stagecoach mitigation requirements and as long as the Corp of Engineers is involved and can sign off on the Districts permit obligations. These are the criteria that must be met. Kelly suggested that she and General Manager Rossi meet to discuss the implications of getting the Corp involved to buy into the project.

Director Sharp asked about the status of the \$500,000 line item for Routt County Road #14 Contribution in Encumbered Funds. Director Monger noted that he did not foresee the County pursuing this project and stated that the District could remove this line item from the budget. Director Sharp requested that staff pull out the reserves for the Routt County Road #14 Contribution. This direction was provided to staff.

Chairman Brenner asked if there was any public comment regarding the preliminary 2021 draft budget. There were no comments.

October 2020 Board of Director's Retreat – General Manager Andy Rossi reviewed the draft agendas for the Board Retreat and Board of Director's meeting October 15, 2020. Andy is working with Ryan Golten of CBI to help facilitate the Retreat. The Retreat will focus on the Strategic Plan and the Board meeting will focus on Stagecoach Reservoir water pricing. Andy will develop the framework for pricing prior to the meeting. He requested that the Board think about the structure of the pricing program and provide feedback at the October meeting. His proposal will include categories and variables for pricing. Director Sharp requested that the categories include current contracts as a separate category from new water contracts. He stated that it needs to be clear that the pricing negotiated with our current allottees should not be assumed to be the same pricing for new water contracts.

RECORD OF PROCEEDINGS

General Manager Rossi commented that it is his intent to be clear on that distinction. Further, the intent is to come back in November and fill in the specific pricing data based on direction from the Board. He also suggested that pricing should be reviewed annually.

Committee Reports

Strategic Plan – Chairman Brenner noted that a meeting of the Strategic Plan Committee will be scheduled before the October meeting. The purpose is to review the current plan and prioritize items for the District to focus on in the coming year. Chairman Brenner conducted a roundtable for input by the Directors. Chairman Brenner asked if there was any public comment. Kelly Romero-Heaney, Water Resources Manager for City of Steamboat Springs, stated that she would like to set up a “listening session” with the Division 2 representatives (Ken Brenner, Tom Sharp & Webster Jones) as part of the City’s Water Team Meeting and then, ultimately, bring the representatives before the full City Council so the representatives can listen to what the City has been working on and determine if there are opportunities for collaboration.

Report of General Counsel

Surety Bond Motion – General Counsel Weiss presented the draft motion to the Board. Director Sharp moved to accept the bond as presented. Director Woodmansee seconded the motion which was unanimously approved.

District Engineer Report

Reservoir Water Status – General Manager Rossi provided an overview and referenced his previous board communication emails regarding reservoir water status.

Director Sharp moved that the Board should request General Manager Rossi to direct a letter to the River District, Tri-State, Water Trust and the CWCB thanking them for their willingness to release water into the river. Director Halliday seconded the motion. Director Monger requested that there should also be a “Letter to the Editor”. Director Sharp agreed with the amendment. It was further noted that there were more entities involved than noted by Director Sharp and General Manager Rossi will be sure to include all entities that assisted in adding water to the river system. The motion was unanimously approved.

General Manager Rossi reported that the annual FERC inspection of Stagecoach Reservoir will not be conducted due to COVID-19 concerns. However, the FERC will allow the District to submit another dam safety inspection report or self-perform the inspection. The State of Colorado Dam Safety Inspection was conducted on September 16, 2020.

Capital Projects Update – General Manager Rossi reviewed the summary projects efforts for 2020.

RECORD OF PROCEEDINGS

Communications-Marketing Updates

Meeting Updates – Communications/Marketing Manager Kirkpatrick provided an update on the various industry meetings to keep the Board informed on the current issues. Holly highlighted that at the recent YWG BRT meeting, a large portion of the meeting discussed the Basin Implementation Plan update. The Big River Committee is focusing on a statement on demand management. This will play a big part in the update for the Colorado Water Plan. Holly encouraged the Board to submit their comments so that they can be presented to the RT to represent our Board as a whole. Chairman Brenner noted that he felt the Board needed to be cautious on how it moved forward with this draft statement. Director Monger stated that this is an issue that the Board should keep on the agenda to develop a UYWCD position and that those individuals that participate in these meetings can lobby for the District's position.

Publications Update – A publication schedule for UYWCD press releases was provided. The Board asked if links to the articles could be provided in the future.

Grant Program Update – Communications/Marketing Manager Kirkpatrick provided an update on the Diversion Infrastructure Improvement Project.

Board Member Reports

River District Tax Question – Director Monger provided an overview of the River District's tax ballot question No. 7A which requests a property tax mill levy increase on the November 3, 2020 ballot. The UYWCD Resolution endorses and supports the River District's ballot question. Director Sharp moved to adopt the Resolution as presented. Director Woodmansee seconded the motion which was unanimously approved.

Pending Water Cases

Water Resume Review – Special Counsel Grosscup commented there was not anything in Divisions 5 or 6 to bring to the Boards attention.

Status of other water cases – Special Counsel Grosscup provided an update of the current water court cases. Scott noted that on Case No. 19CW3005 a settlement letter from Tri-State was received and the Board will review this in Executive Session. With regard to Case No. 20CW3019 and CW 20CW3020, the District filed statements of opposition. In addition, the Division Engineer and a number of landowners also filed a statement of opposition. Additionally, an application was filed by Catamount for its water/refill rights. This is pending waiting for a consultation report from the Division Engineer.

Special Counsel Grosscup discussed the Abandonment List and noted the process to prepare and file the objection to the list. Director Sharp supports the filing of the statement of objection and requested that in the statement where several augmentation plans are noted, the Morrison Creek plan be included. Director Sharp will provide the data for these cases. Director Sharp moved to authorize the District's Counsel to file the statements of objections to the Decennial Abandonment List with respect to Yamcolo Reservoir First Enlargement Water and Second Enlargement Water. Director Halliday seconded the motion which was unanimously approved.

RECORD OF PROCEEDINGS

New Business There was no new business.

Executive Session At 3:20 PM Director Sharp moved, Director Monger seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and the District's position on the Tri-State case. Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.

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

Board Actions Regarding Executive Session Director Sharp moved that, with regard to Case No. 19-CW3005, the Board authorize and direct District Counsel to file the appropriate motion to rerefer the case back to the Water Judge to place the case on a trail track and then to advise counsel for Tri-State that the District is willing to enter into mediation efforts to see if the case can be solved satisfactorily for both parties. Director Monger seconded the motion which was unanimously approved.

Determination of next meeting agenda The agenda for the Board Retreat and next Board meeting were reviewed in item 5.b.

Director Woodmansee moved to adjourn the meeting at 4:04 PM. Director Jones seconded the motion which was unanimously approved.

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

Andy Rossi, District Secretary/Manager

Date: _____

STATEMENT FROM ATTORNEY REGARDING ATTORNEY-CLIENT PRIVILEGE

The undersigned Robert G. Weiss hereby attests, pursuant to CRS Section 24-6-402(2)(d.5)(II)(B), that the portion of the executive session that was not recorded and which related to Tri-State case constituted a privileged attorney-client communication in the opinion of the undersigned attorney.

Robert G. Weiss, Counsel

Date: _____

RECORD OF PROCEEDINGS

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.

Ken Brenner, Chairman

Date: _____

DRAFT

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS STRATEGIC PLANNING COMMITTEE
MEETING September 23, 2020 9:00 am (on-line, via Zoom)

MINUTES

Strategic Planning Committee members present were Directors Ken Brenner, Jim Haskins, Bob Woodmansee, Lyn Halliday, and Web Jones. General Manager, Andy Rossi, and Communications & Marketing Manager, Holly Kirkpatrick were also present. This meeting was held entirely by video conference utilizing a Zoom platform. The meeting was called to order at 9:08 am.

The following agenda was proposed:

1. Establishment of Quorum and Call to Order;
2. Discussion of UYWCD Strategic Plan
3. Confirm date of next meeting
4. Adjournment

Discussion of UYWCD Strategic Plan: The committee discussed each of the goals on the existing strategic plan.

Discussion Wrap-up: Director Brenner suggested a review of a proposed plan of work at the next committee meeting. Director Brenner hopes to have the opportunity to have the entire board review a plan of work at the board retreat on October 16, 2020. Rossi suggested reviewing topics on the plan of work and prioritizing those to include in the budget at the November meeting. Director Jones asked if we can identify some top priorities and get cost estimates for those tasks to be included in the budget.

Determination of Next Meeting: Next meeting is set for October 1, 2020 from 10:00 am -12:00 pm.



Andy Rossi, Secretary/General Manager

Oct 1, 2020

Date

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT STRATEGIC PLAN COMMITTEE MEETING OCTOBER 1, 2020 10:00 AM

MINUTES

Strategic Plan Committee members present were Directors Ken Brenner, Jim Haskins, Bob Woodmansee, and Lyn Halliday. General Manager, Andy Rossi, Communications & Marketing Manager, Holly Kirkpatrick, and Business Manager, Deb Bastian were also present.

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

The following agenda was proposed:

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for September 23, 2020, Strategic Plan Committee Meeting
3. Discussion of UYWCD Strategic Plan
4. Confirm date of next meeting
5. Adjournment


Director Brenner established a quorum and called the meeting to order at 10:06 AM.

Approval of Minutes. Director Woodmansee motioned to approve the minutes as written. Director Haskins seconded the motion which was unanimously approved.

Discussion of UYWCD Strategic Plan: The committee reviewed each of the goals on the existing strategic plan. The committee discussed the importance of UYWCD Director involvement on the various water related Boards. Staff will prepare a draft list for review by the Directors at the upcoming Retreat. Director Brenner requested staff make suggestions on the criteria for non-infrastructure grant programs to assist the Board in providing feedback. General Manager Rossi noted the next steps are to integrate today's discussions into the plan and review at next week's committee meeting in preparation to submit the plan to the full Board at the October 15th Retreat.

Determination of Next Meeting: Next meeting is set for October 7, 2020 from 10:30 am -12:00 pm.

The meeting adjourned at 11:46 am.



Andy Rossi, Secretary/General Manager

Oct 7, 2020

Date

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT STRATEGIC PLAN COMMITTEE MEETING OCTOBER 7, 2020 10:30 AM

MINUTES

Strategic Plan Committee members present were Directors Ken Brenner, Jim Haskins, Bob Woodmansee, and Webb Jones. General Manager, Andy Rossi, and Business Manager, Deb Bastian were also present.

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

The following agenda was proposed:

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for October 1, 2020, Strategic Plan Committee Meeting
3. Discussion of UYWCD Strategic Plan
4. Adjournment

Director Brenner established a quorum and called the meeting to order at 10:35 AM.

Approval of Minutes. Director Haskins moved to approve the minutes as written. Director Woodmansee seconded the motion which was unanimously approved.

Discussion of UYWCD Strategic Plan: The committee reviewed each of the goals on the existing strategic plan. General Manager Rossi will integrate today's discussions into the plan and will move the data from the 2020 Work Efforts column to the History/Current Work & Current Plans column to allow for the 2021 Work Efforts to be entered. The plan will be presented to the full Board at the October 15th Retreat.

Director Woodmansee moved to adjourn the meeting. Director Jones seconded the motion which was unanimously approved. The meeting adjourned at 12:01 PM.

Andy Rossi, Secretary/General Manager

Date





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 10/09/20

Item: Stagecoach Reservoir Water Marketing Policy

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

For the past several years, the Upper Yampa Water Conservancy District (UYWCD) has been working through water contract renewal processes for both Yamcolo and Stagecoach Reservoirs. To date, several water contract agreements have been finalized or are in the final steps of completion. The UYWCD is now positioned to consider a Stagecoach Reservoir Water Marketing Policy.

II. Summary:

The resolution of several contracting efforts is a culmination of over six years of efforts on behalf of the UYWCD Board of Directors (BOD) and staff and the UYWCD contract partners. Some water contracting decisions remain unresolved for Stagecoach Reservoir. Attached with this form is a proposed DRAFT Stagecoach Reservoir Water Marketing Policy. The proposed policy contains distinct parts for UYWCD BOD consideration:

- DRAFT Text of Proposed Stagecoach Reservoir Water Marketing Policy
- Appendix A: Contract Forms (The Contract forms are to be determined pending final adoption of Stagecoach Water Marketing Policy)
- Appendix B: DRAFT Stagecoach Water Price Matrix (DRAFT Pricing Matrix is presented for discussion purposes as UYWCD BOD considers policy components)
- Appendix C: Contract Assignment Form (The Contract Assignment Form is to be determined pending final adoption of Stagecoach Water Marketing Policy)
- Appendix D: DRAFT of Proposed Stagecoach Reservoir Fill and Release Policy

Each of the policy components listed above is dependent on the final form of the Stagecoach Water Marketing Policy adopted by the UYWCD BOD and should be considered in concert.



The DRAFT Stagecoach Water Marketing Policy will provide a framework for the deliberations and, hopefully, final resolution of these outstanding water contracting decisions for the UYWCD at Stagecoach Reservoir. It is the desire of the UYWCD General Manager that the UYWCD BOD consider water marketing policy terms such as length of contract term(s), use categories, different factors that may influence water price, and potential contract renewal terms before taking up the task of setting explicit prices for Stagecoach Reservoir water contracts. Once these policy components are settled on, the UYWCD staff will be well positioned to bring explicit price recommendations to the UYWCD BOD at the November 19, 2020 UYWCD BOD meeting.

III. Staff Recommendation:

Review the proposed DRAFT Stagecoach Reservoir Water Marketing Policy and make recommendations to the UYWCD staff for the final form of the Stagecoach Water Marketing Policy to be presented for adoption at the November 19, 2020 UYWCD BOD meeting.

IV. Legal Issues:

Stagecoach Reservoir Water Contracting, UYWCD By-Laws

V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan Objective 3.2

Attachments:

Attachment 1: DRAFT Stagecoach Reservoir Water Marketing Policy

DRAFT

Stagecoach Reservoir

WATER MARKETING POLICY

Upper Yampa Water Conservancy District

October 15, 2020

DRAFT

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PURPOSE OF MARKETING PROGRAM

The Upper Yampa Water Conservancy District (UYWCD) is authorized and directed to provide for the beneficial use of water available for use from the UYWCD's storage capacity in Stagecoach Reservoir. The UYWCD's Board of Directors (Board) has approved the marketing of such water and other UYWCD water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program described herein. The person or entity contracting with UYWCD for stored water under this policy is sometimes herein referred to as a "user" or "contract user" or "contractor."

1. AUTHORITIES UNDER PROGRAM.

- a. The General Manager is delegated the authority of the Board to implement and administer this Policy and the water supply contracts and assignments made pursuant to this Policy subject to the several specific reservations of Board authority stated herein. The General Counsel shall assist in the negotiation and drafting of the Water Supply Contracts.
- b. The General Manager is authorized by the Board to execute the Water Supply Contracts of not more than 100 acre feet in volume and for contract term of not more than 1 year made pursuant to this Policy on behalf of the UYWCD without further Board action. The General Manager will notify the Board of all such contracts.
- c. The General Counsel is directed and authorized to oppose Water Court applications which propose use of the UYWCD's water supplies without the existence of a current Water Supply Contract or otherwise at variance with this Policy.

2. SOURCES AND SCOPE OF MARKETING PROGRAM.

- a. Source: "Stagecoach Reservoir". Water delivered from Stagecoach Reservoir, for which a storage water right decrees were obtained by the UYWCD in the following Cases:

NEED TABLE OF STORAGE RIGHTS OR REFERENCE FILL AND RELEASE POLICY

Additional storage water right decrees may be obtained in the future by the UYWCD, and other water sources available to the UYWCD for use in its Water Marketing Program.

- b. Geographic. The UYWCD may enter into contracts with third parties for use of UYWCD water supplies directly, or by exchange or augmentation, within the UYWCD Boundary, subject to site-specific determination by the UYWCD's Board of Directors, and subject to determination by the General Manager and General Counsel of the legal and physical feasibility of such use, and subject to the principles and limitations stated herein. The UYWCD will not contract to provide a water supply to any parcel of land or area that was previously served with water rights that were conveyed out of the UYWCD District Boundary, absent express approval by the UYWCD Board of Directors.

Contracts with third parties for use of the UYWCD water supplies outside of UYWCD Boundary or to facilitate uses outside of Water Division No. 6 (including for use outside of, or to facilitate use outside of, the UYWCD) require express approval, including pricing, by the Board of Directors. All contracts will describe the specific locations of use of the water supply, so that any change of locations of use shall require prior approval of the Board of Directors.

3. NATURE OF WATER SERVICE.

- a. Contract Form. The UYWCD shall provide water supply for beneficial uses pursuant to contracts substantially in the forms attached hereto as Appendix A. The forms of the Water Supply Contract shall be used for all Contract applications made on and after the date of the adoption of this Policy as revised, and the forms also may be used for Contract applications which are in progress as of such date. The Board reserves the authority to modify the Water Supply Contract forms on a case-by-case basis. The General Manager and General Counsel may make non-substantive changes to the Contract on a case-by-case basis in order to tailor that Contract to specific situations. In the event of any conflict between an executed Water Supply Contract and these policies the Contract shall be controlling.
- b. Type of Service. Service is “wholesale,” which means that the UYWCD will deliver previously stored water at the outlet of the UYWCD’s storage facilities into a stream system and that the Contract user is responsible at the user’s sole cost for arranging and obtaining the legal use or credit of such water, and shall bear the burden of any stream flow losses (seepage and evaporation) below such outlet, and shall be responsible, in consultation with the Division Engineer for Water Division No. 6, for arranging and administering the delivery of such stored water below such outlet to the place or places of use by such user.
- c. Primary Sources of Supply. As previously described in subparagraph 3.a. above, the UYWCD’s supply of water for the program described herein is anticipated to derive substantially from the following sources of supply:
 - i. Stagecoach Reservoir. The UYWCD’s volume stored in priority of Stagecoach Reservoir, located on the Yampa River.
- d. Alternate Sources of Supply. The UYWCD may, in its sole discretion, provide water to a Contract user from alternate sources or facilities, provided that the releases from alternate sources or facilities are suitable to physically meet the calling water right at the point or points of delivery of such water at such alternate sources or facilities.

4. CONTRACTING PROCESS AND TERMS.

- a. Timing. As to particular sources of supply, the UYWCD shall not execute any contracts until that source has been legally acquired by the UYWCD and all needed permits satisfactory to the General Manager have been issued by appropriate agencies and received by the UYWCD. Pending legal acquisition of and the receipt of all permits for a particular source of supply, the UYWCD will process contract applications for such source but will defer contract execution.

- b. Applications and Fees.
- i. Prospective Contractors shall make written application to the UYWCD on forms prepared by UYWCD staff and approved by the General Manager and General Counsel. Such completed application forms shall be accompanied by the Contractor’s non-reimbursable payment to the Enterprise of \$300.00 as the fee for the UYWCD’s processing of the application.
 - ii. The General Manager will impose a fee of \$600.00 for contract amendments and assignments. At the General Manager’s discretion, the assignment and/or amendment fee may be waived.
- c. Verification of Need. The application process shall include a description by the contract applicant of the nature of its water service, its places of use, its available water rights and supplies, and its need for Contracted Water. The need of the contract applicant for program water in the quantity requested shall be verified by the General Manager, in consultation with the General Counsel, as necessary. If the General Manager determines that all or any portion of a water contract request is not based upon real, lawful, legitimate need, the General Manager shall report that finding to the UYWCD Board before approval of any contract, with a copy of such report provided to the Applicant. The Board will allow the contract applicant to present written information in support of its claimed need and in response to the General Manager’s report, and the Board may in its sole discretion approve, disapprove, or approve with modifications or conditions the application. The Applicant may modify its application up to the date of decision by the Board. The Board’s decision on such matters shall be final.
- d. Consistency with UYWCD Programs. The General Manager and General Counsel shall review all contract applications for consistency with the principles and limitations stated herein, consistency with the District’s water rights for the requested water supply, and consistency with Colorado law and state and local governmental regulations and any separate agreements regarding water conservancy district water supply programs.
- e. Minimum and Maximum Quantities. The minimum amounts of water which may be contracted pursuant to this Policy shall be not less than 1 acre-foot annually. The maximum amounts of water which may be contracted to each person or entity pursuant to this Policy shall be as set forth below unless otherwise approved in advance by the Board of Directors on a case-by-case basis. In determining such maximum amount, existing prior contracts by the District for water supply for the applicant or its affiliates shall be counted and included in determining whether the maximum quantity would be exceeded by a new requested application.

Source	Maximum
Stagecoach Reservoir	2,000 AF

- f. Project Contract Year. The basis for calculating delivery obligations for water supply of the District contracted to persons or entities shall be the “Project Contract Year” or multiples thereof, which shall be the period from November 1 in one year through

October 31 in the succeeding year. The date or dates of payment for contracted water supply shall be set forth in the Contract by the General Manager, shall normally be expected to be July 15 of the Project Contract Year for municipal and industrial water supplies, and October 31 for agricultural supplies, but in all circumstances the date of payment for water to be delivered in a Project Contract Year shall be no later than October 31 of such Year.

g. Terms and Provisions of Contracts. Multiple options are available for Contract terms, as follows:

- **Term for Municipal or Industrial Contracts:** The maximum duration or term for delivery of stored water of the District for municipal or industrial contracts shall be from the date of execution of such Contract through the end of the 2041 Project Contract Year. Any such Contract shall require the District to commence and participate in discussions with the contracting user regarding possible execution of a new water supply Contract, for the same or a lesser or greater amount of stored water, to commence upon the end of the current Contract term, to be held within the final Project Contract Year of such Contract. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new water supply contracts going forward, at any time, and such changes are to be applicable to all new contracts for the same type of water use thereafter, including any new contracts after the end of the 2041 Project Contract Year to users whose existing contracts will expire as of the end of the 2041 Project Contract Year.

However, the municipal contract user of any municipal water supply contract which expires at the end of or before the 2041 Project Contract Year, who has not defaulted on such contract provisions during the term thereof and whose area of use remains the boundary of such municipal user, may request in writing to the District during the final Project Contract Year that the duration of a succeeding contract to such municipal user be for a term (a) ending at the end of the 2041 Contract Year, if the term of the existing contract ends before 2041, or (b) in the event that the final Project Contract year of the existing contract is 2041, then up to 20 years after 2041, in either case for an annual supply up to but not exceeding the maximum amount under the then-effective water supply contract. If such request is made during the final Project Contract Year, and if such municipal user otherwise agrees with the pricing, limitations, principles, and form for such new municipal water supply contract under the policies of the District in effect at that time (other than any duration limitation), then the Board during such final Project Contract Year shall enter into such new municipal water supply contract with such municipal user on the then-approved form of Contract and then-prevailing municipal supply pricing, for the term requested by such municipal user but not exceeding (a) the end of the 2041 Contract Year if the term of the existing contract ends earlier than 2041, or (b) 20 years, if the term of the existing contract ends at the end of the 2041 Project Contract Year, for the amount of annual supply requested by such municipal user not exceeding the amount contracted for under the expiring Contract. It is expected that this policy and the pricing, limitations, principles and forms for new water supply contracts of the District will be changed from time to time in the future by the Board of Directors to adapt to

changing conditions, including (but not limited to) changes in law and regulation, hydrologic changes, the financial condition of the District, availability of water sources, interstate conditions of the Colorado River system, environmental requirements or policies, water quality changes, or changes in the master planning of the District Board of Directors.

- **Term for Agricultural Contracts:** The maximum duration or term for delivery of stored water of the District for agricultural contracts shall be from the date of execution of such Contract through the end of the 2041 Project Contract Year. Any such Contract shall require the District to commence and participate in discussions with the contracting user regarding possible execution of a new water supply Contract, for the same or a lesser or greater amount of stored water, to commence upon the end of the current Contract term, to be held within the final Project Contract Year of such Contract. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new water supply contracts going forward, at any time, and such changes are to be applicable to all new contracts for the same type of water use thereafter, including any new contracts after the end of the 2041 Project Contract Year to users whose existing contracts will expire as of the end of the 2041 Project Contract Year. Every agricultural use contract for delivery of stored water from Stagecoach Reservoir shall contain a limitation that the District may, in its sole discretion, upon written notice to such user terminate and end such contract prior to its stated termination date without liability of any kind to the contracting user if such contracting user physically uses the stored water to replace water lawfully available to such user from direct flow water rights or other storage supplies, if such user or its affiliates obtains economic benefits from the absence of use of lawfully available direct flow water rights or other storage supplies in an amount exceeding the pricing paid or payable by such user of the stored water under the District's agricultural use water supply contract then in effect.
- **Term for Environmental or Recreational Contracts:** The maximum duration or term for delivery of stored water of the District for environmental or recreational or in-stream flow enhancement purposes shall be from the date of execution of such Contract through the end of the second Project Contract Year after the Project Contract Year in which such Contract was executed, i.e., for no more than 3 Project Contract Years in succession. The Board of Directors and General Manager shall encourage one-year durations for Environmental or Recreational Contracts due to the unpredictability of extreme drought years. No environmental or recreational or in-stream flow enhancement contract shall contain any renewal or extension clause or provision. The District reserves the right to change this policy and to change the pricing, duration, limitations, principles and forms for new environmental or recreational or in-stream flow enhancement water supply contracts going forward, at any time, and such changes are to be applicable to all new contracts for the same type of water use thereafter.

-
- h. Pricing. The pricing for each type of water use described above in subsection (g) will be reviewed and set annually by the UYWCD's Board of Directors (which decision normally will be made prior to March 1 each year). The approved pricing for the current Project Contract Year is attached hereto as Appendix B. Each contract for water supply from the District shall contain a Cost of Living Adjustment (COLA) provision by which the amount payable per acre foot in the next Project Contract Year shall automatically be adjusted upwards by annual changes to the COLA index for the Denver-Aurora-Lakewood index, "all items," "urban consumer" for the 12 -months ending at the end of June of the then-applicable Project Contract Year.
- i. Minimum Charges. The pricing charge under Appendix B for District water supply for each type of water use will be based upon the amount contracted by the user times the then applicable per-acre-foot price as of the date of execution of such contract, except that the minimum annual billing for any type of water supply use for any amount shall be \$100.00, which amount shall escalate in the same manner as provided in subparagraph h. above.
- j. Assessments. Contractor shall pay within 30 days after billing by the District for any special assessment levied by the UYWCD on Contractor and other users of the same class of use water, on a non-discriminatory proportionate basis dependent upon amount of contracted water but unrelated to remaining duration of contracts, to recoup expenses from extraordinary maintenance or repairs or replacements incurred by the UYWCD or assessed upon the UYWCD by its third-party suppliers or any governmental entity.
- k. Contract Execution. The applicant(s) for a Stagecoach Reservoir Water Supply Contract shall have sixty (60) days after mailing or electronically transmitting the final Contract document to them in which to execute the final Contract and deliver the executed originals to the UYWCD's offices. If such execution and delivery are not accomplished in that time, the applicant shall be deemed to have rejected the District's offer to contract.
- l. Limitation on Disposition. Contractors may not sublet, sell, donate, loaned, or otherwise dispose of any of its rights to a Contract or Contracted Water. All Contracts will describe the specific locations of use of the water supply, so that any change of locations of use shall require prior approval of the Board of Directors. For municipal use Contractors, the specific location of use shall be the lawful boundary of such municipality from time to time during the term of the contract, including any annexations into such municipality occurring during the term of the contract. The UYWCD will approve an assignment of a Contract for industrial or agricultural use water in all instances in which a permanent transfer and assignment of the Contract is to be made to a successor in interest of Contractor by reason of the transfer of the title or other legal right to use the property served by the Contracted Water, or where the transfer is made to an entity such as a homeowners' association or special district created to serve the property originally represented to the UYWCD to be served with the Contracted Water. Assignments and transfers of municipal use water shall require the approval of the Board of Directors of the District and will not be approved except in the case of merger or dissolution of the municipal user. Any disposition of a Contractor's rights to a Contract or Contracted

Water must be by written instrument signed by the UYWCD. An example of a Contract Assignment form is attached hereto as Appendix C. As provided in subparagraph 4.b. ii. above, a \$600.00 fee will be imposed for each contract assignment.

- m. Pricing upon Assignment. Every assignment of a Contract will be subject to review and approval by the UYWCD, and such approval shall require the assigning Contactor and assignee to agree in writing to such changes in provisions of such Contract as will bring such Contract into full compliance with the then-current pricing and contracting policies duration, limitations, and principles in effect at the time of the assignment.
5. SHORTAGE CRITERIA. Water shortages among the UYWCD's Contractors shall be apportioned in the sequence detailed in the Stagecoach Fill and Release Policy attached hereto as Appendix D.
6. DELIVERY CONTINGENCIES. There are several assumptions upon which the UYWCD's ability to deliver water pursuant to this Water Marketing Policy are contingent.
- Terms and conditions of applicable Water Court decrees for the sources of supply.
 - Terms and conditions of permits for all of said sources of supply and their related facilities.
 - Terms and conditions of any substitute supply plans and plans for augmentation or exchange regarding Contractors' use of the sources of supply.
 - Hydrologic availability of water supply from natural sources to Stagecoach Reservoir sufficient to place enough water in storage in any year sufficient to meet all of the permitted demands for deliveries under the contracts of the District.
 - The physical condition of Stagecoach Reservoir sufficient to physically store water up to the designed capacity of the Reservoir and to deliver water out of the outlet works of the Reservoir into the Yampa River below the dam.
 - The water quality of stored water in Stagecoach Reservoir being sufficient to meet the water quality requirements of any governmental entity or agency permitting raw water deliveries into the Yampa River below the dam.

APPENDIX A
CONTRACT FORMS

TO BE DETERMINED WITH FINAL VERSION OF POLICY

Stagecoach Reservoir Water Contract Pricing

DRAFT Appendix B
SAMPLE PRICING ALTERNATIVES FOR DISCUSSION PURPOSES ONLY

Contract Category		Notes: BP +/- "\$ amount"			
		Contract Period (Years)			
	Contract Volume (AF)	10 to 20	5 to 10	1 to 5	
Industrial	500 to 2000	BP + 35	BP + 15	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 40	BP + 20	BP	
		Contract Period (Years)			
	Contract Volume (AF)	10 to 20	5 to 10	1 to 5	
New Municipal	500 to 2000	BP + 35	BP + 15	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 40	BP + 20	BP	
		Contract Period (Years)			
	Contract Volume (AF)	10 to 20	5 to 10	1 to 5	
Existing Municipal	500 to 2000	CP			CP = Contract Price calculated as per existing contract terms and UYWCD methodology using annual audited financial data.
	1 to 499	CP			
		Contract Period (Years)			
	Contract Volume (AF)	1 to 3			
Environmental Recreational	500 to 2000	BP - 5			BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP			
		Contract Period (Years)			
	Contract Volume (AF)	10 to 20	5 to 10	1 to 5	
Agricultural	500 to 2000	BP + 15	BP + 5	BP - 5	BP = Base Price (TBD by UYWCD BOD)
	1 to 499	BP + 20	BP + 10	BP	
		Contract Period (Years)			
	Contract Volume (AF)	40			
Augmentation	1 to 10 (Greater than 10 AF requires Approval by UYWCD BOD)	Augmentation water pricing and contract specifics are dictated by the Yampa River Augmentation Plan.			

APPENDIX C

CONTRACT ASSIGNMENT FORM

TO BE DETERMINED WITH FINAL VERSION OF POLICY

APPENDIX D

RESOLUTION NO. 2020-X

A RESOLUTION

ADOPTING STAGECOACH RESERVOIR FILL AND RELEASE POLICIES.

WHEREAS, the Upper Yampa Water Conservancy District ("District") constructed, owns, and operates Stagecoach Reservoir located in Routt County, Colorado on the Yampa River; and

WHEREAS, the District is empowered pursuant to C.R.S. § 37-45-134 to make and enforce all reasonable rules and regulations for the management, control delivery, use and distribution of water; and

WHEREAS, the Board of Directors of the District ("Board") desires to adopt the attached fill and release policies for Stagecoach Reservoir, which the Board finds to be reasonable rules and regulations for the management, control, delivery, use and distribution of water, which maximize the beneficial use of water available for storage and release from Stagecoach Reservoir and which are consistent with all permits, approvals and contractual commitments of the District and the requirements of law for the operation of Stagecoach Reservoir.

NOW THEREFORE, be it resolved that the Upper Yampa Water Conservancy District Stagecoach Reservoir Fill and Release Policy attached hereto is approved and adopted effective **Month Day, 2020**.

**UPPER YAMPA WATER
CONSERVANCY DISTRICT**

By: _____

ATTEST

Andy Rossi, Secretary

Upper Yampa Water Conservancy District
Stagecoach Reservoir Fill and Release Policy

I. General Policy

The Upper Yampa Water Conservancy District (" District") has constructed and owns and operates a dam and reservoir known as Stagecoach Reservoir in Routt County, Colorado for the purpose of supplying water within its boundaries. The dam and reservoir are located on the Yampa (Bear) River upstream from the City of Steamboat Springs. The total storage capacity of the Reservoir is approximately 36,439 acre-feet. Water is stored in Stagecoach Reservoir pursuant to various water rights owned by the District. The storage and release of water to meet the needs of water customers holding water contracts with the District is the primary function of the reservoir. Use of the Reservoir as a recreational amenity and for generation of green hydroelectric energy are important ancillary benefits to the storage and releases of water but remain secondary to providing water to the District's allotment and augmentation contract customers. The District recognizes the need to adapt to the variability of precipitation throughout the year and over successive years in adopting these policies on reservoir filling and release. The District will continue to work towards making its system a reliable source of water for the District' s constituents by improvements in its operation of existing projects and contemplation of new projects that may change these policies in the future. To that end the District Board adopts these policies for the operation of Stagecoach Reservoir.

II. Filling Policies

Stagecoach Reservoir typically fills during spring runoff and releases water under allotment contracts in the late summer and fall of the year. Water is stored under decreed water rights owned by the District in order to best meet the needs of its constituents. Water accounting will be done in accordance with the laws of the State of Colorado. Water accounting procedures subject to these policies will be developed by UYWCD staff in consultation with the Division Engineer and approved by the Board.

A. Water Rights

1. Water Rights Decreed for Storage

Water rights decreed for storage in Stagecoach Reservoir. The following absolute and conditional water rights are decreed for storage in Stagecoach Reservoir:

THIS TABLE NEEDS TO BE CHECKED AND UPDATED BY SCOTT GROSSCUP

<u>WATER RIGHT</u>				<u>AMOUNT</u>					<u>ADMIN NO.</u>	<u>APPROP. DATE</u>
Ditch Rights (below per 95CW078)¹				518.4 AF absolute						
Ditch	April	May	June	July	Aug	Sept	Oct	Total (AF)		
Yellow Jacket	0.5	16.5	52.1	48.9	23.8	5.5	0.7	148.0	14175.00000 33782.25353	10/22/1888 06/01/1919
Union	1.5	20.7	165.3	154.7	36.4	2.9	0	381.5	14563.00000 33782.24988	11/14/1889 06/01/1918
Union reduction ²	1.3	18.7	149.1	139.5	32.8	2.6	0	344.0	n/a	n/a
Little Chief	0.8	4.8	12.3	6.8	1.6	0.1	0	26.4	20450.19968 33782.25353	09/02/1904 03/01/1919
Total	2.6	40.0	213.5	195.2	58.2	8.2	0.7	518.4		
Four Counties Ditch No. 1 and No. 3				151 cfs (302 AF/day) absolute 605 cfs (1210 AF/day) conditional					39599.00000	06/02/1958
Bear Reservoir				11,614.2 AF absolute					40815.00000	09/30/1961
Pleasant Valley Reservoir				20,854 AF absolute/ 9,246 AF conditional³					41727.39991	06/29/1959
Pleasant Valley Feeder Canal				300 cfs (600 AF/day) conditional					41727.39991	06/29/1959
Four Counties Ditch No. 3 Enlargement and Extension				864 cfs (1728 AF/day) conditional					41727.41412	05/20/1963
Bear Reservoir Enlargement				22,105.8 AF conditional					44559.44488	10/21/1971
Stagecoach Reservoir 2nd Filling				6,670 AF absolute					53691.53386	03/01/1996

Commented [AR1]: A column defining the decreed uses to will be added to the final version of the table.

- ¹ Case No. 95CW078 changed these water rights for storage in Stagecoach Reservoir and allows for evaporation and augmentation and other uses under respective priorities.
- ² Union Ditch consumptive use reduced for wetland development and maintenance, water supply for waterfowl ponds and recreation uses in Case No. 95CW78.
- ³ 40,720 AF total per Case No. W-946-76, minus 20,854 AF absolute, minus 10,620 AF transferred to Morris on Creek Reservoir in Case No. 07CW061

2. Start of Fill

The start of fill date for Stagecoach Reservoir is March 1 of each year.

3. Carry Over Storage

On the start of fill date, water in storage in the Reservoir will be first allocated to the Bear Reservoir water right up to a maximum of 11,614.2 acre-feet and then to the Pleasant Valley Reservoir water right. No water carried over shall be applied against the Four Counties Ditch No. 1 and No. 3 or the Yellow Jacket, Union or Little Chief Ditches water rights.

4. First Fill

After the start of fill date, the remaining capacity in Stagecoach Reservoir shall be filled under the water rights set forth above in order of seniority. Water stored under the Bear Reservoir and Pleasant Valley water rights and any other water rights decreed for augmentation use since the adoption of this policy shall include augmentation, if in priority for such use. Stagecoach Reservoir shall be deemed to have filled once when the volume of water stored is equal to the capacity of the Reservoir less water carried over from the prior year and less evaporation, seepage and releases occurring between start of fill and the completion of the first fill.

5. Second Fill

After the first fill, except for evaporation and seepage which shall be replaced by utilization of the Yellow Jacket, Union and Little Chief Ditches and the Four Counties water rights in order of seniority, water shall be stored under the Stagecoach 2nd Filling water right.

6. Augmentation Use

The water rights listed in paragraph II(A)(1) above were changed to add and include as beneficial uses, appropriative rights of exchange and substitution, augmentation and exchange for replacement purposes and all other augmentation uses. The priority date for such additional uses for each of the water rights is the original decreed priority date with the exception of the Bear Reservoir and Pleasant Valley Reservoir water rights, which have a priority date for such additional uses of June 29, 2001. If water is stored under the Bear Reservoir and Pleasant Valley Reservoir water rights and/or any other water rights decreed for augmentation use at such time that such water rights are not in priority for augmentation uses but are in priority for

other uses, the District shall account separately for such water stored for purposes other than augmentation and such water shall not be released for augmentation purposes in the year of storage or afterwards but may be released for all other purposes.

7. Raise Water Right

All water stored in Stagecoach Reservoir in excess of 33,275-acre feet in 2011 was stored pursuant to the Pleasant Valley Reservoir conditional water rights described in paragraph 1 (A) above.

8. Other Conditional Rights

In any year which the Bear Reservoir Enlargement, Pleasant Valley Reservoir conditional water rights, Pleasant Valley Feeder Canal conditional rights and remaining conditional water rights in Four Counties Ditch Nos. 1 and 3 and Four Counties Ditch No. 3 Enlargement and Extension are in priority when filling under the first fill, the District will fill under such rights and seek to make more of such rights absolute.

9. Filling Priority

The District has designated certain pools of water within the Reservoir for the purpose of contracting water. Contracts will be written and assigned to specific pools within the reservoir and contracts within each pool shall have equal priority (abated proportionally) when the pool contains water. Filling priority of Pools in the Reservoir shall be as follows:

- 1) 9,000 AF "Municipal/Industrial Pool"
- 2) 2,000 AF "Augmentation Pool"
- 3) 4,000 AF "General Supply Pool"
- 4) 3,164 AF "Raise Pool"
- 5) 3,275 AF "Preferred Remainder Pool"
- 6) 15,000 AF "Emergency Remainder Pool"

Commented [AR2]: Diagram of pools will be added to final version.

10. Description of Pools

a. Municipal/Industrial

The Municipal/Industrial Pool currently consists of:

9,000 acre-feet allocated for municipal and industrial uses pursuant to existing and future contracts between the District and such contracting entities, or the approved municipal or industrial allottees of water from Stagecoach Reservoir who contract for all or part of the 9,000 acre-feet allotted to such pool ("Municipal/Industrial Pool").

Water stored in the Municipal/Industrial Pool is available for release to municipal and industrial users including community water systems serving residential subdivisions and recreational in-channel diversions decreed to municipalities.

b. The Augmentation Pool

The Augmentation Pool currently consists of:

2,000 acre-feet of water allocated for augmentation use pursuant to the decree entered in Case No. 06CW49, Water Division 6 ("Master Augmentation Pool").

c. The General Supply Pool

The General Supply Pool currently consists of:

4,000 acre-feet of water allocated for agricultural, environmental, and recreational uses, and for municipal and industrial uses if the Municipal/Industrial Pool described above becomes fully subscribed. 192-acre feet is currently allotted to Brian Stahl et al.

d. The Raise Pool

The Raise Pool Currently consists of:

3,164 acre-feet of water not currently under contract which represents the increase in capacity of Stagecoach Reservoir resulting from the raise in the level of the spillway completed in 2011, and which may be contracted for any beneficial uses approved by the Board.

e. The Preferred Remainder Pool

The Preferred Remainder Pool currently consists of:

3,275 acre-feet of water not currently under contract which represents the remaining capacity of Stagecoach Reservoir not allocated to the pools described in paragraphs II(A)(10)(a) through (d) above or II(A)(10)(f) below. It is anticipated that water stored in this Preferred Remainder Pool will not be contracted long term by the District so long as stored water is available to be allocated from the pools described in paragraphs II(A)(10)(a) through (d) above.

f. The Emergency Remainder Pool

The Emergency Remainder Pool currently consists of:

14,000 acre-feet of water not currently under contract which represents the remaining capacity of Stagecoach Reservoir not allocated to the pools above 1,000 AF of Sediment Storage, physically dead storage, and water that has limited hydraulic capacity for release.

III. Management of the Pools

A. Start of Year Allocation

The water available in Stagecoach Reservoir on March first and any subsequent fill shall be allocated to the pools listed in paragraph II(A)(9) in order until each pool is completely filled before allocating any water to the next Pool. If insufficient water is available in any Pool to supply water to all parties holding contracts for delivery of water from that Pool, the water available for delivery to each contract holder shall be reduced proportionally, based upon the respective amounts of maximum contract allotments under the existing contracts from such Pool.

B. Commitment of Reservoir Pools

When Stagecoach Reservoir is completely filled, all contracts and commitments made in previous documents are fully served, including all contractual obligations and non-contract obligations of in-reservoir recreation storage. Thus, when the reservoir is full, with the exception of evaporation and releases from storage for minimum stream flow, 18,275 AF will be left after contract releases for the year, until and unless the Preferred

Remainder Pool is contracted to allottees in the future.

C. Post Billing Fill

When water is not available to fill the Reservoir by July 15 in any year, the Emergency Remainder Pool, first, and then thereafter the Preferred Remainder Pool will be shorted and reduced by the amount of the fill shortage. Thus, contractual obligations will be available within Stagecoach Reservoir at a volume of 18,164 AF (elev. 7178.7 or 25.3 ft. below spillway elevation = 7204 ft.). In any year where Stagecoach Reservoir is not full by July 15 and storable inflow is available between July 15 and March 1 of the following year such storage will be made available to the unfilled pools in the order of the priority of pools set forth in Section 9 above, to be available during the water year of such filling . Such additional water made available to a previously unfilled pool will be made available proportionally among all allottees holding contracts from such pool, up to the amount in each instance such allottee was shorted or curtailed before such additional water storage became available. If only the Emergency Remainder Pool and/or the Preferred Remainder Pool were not filled in such water year, then the additional post-July 15 storable inflow will be allocated to supply these pools, applied first to the Preferred Remainder Pool up to the amount it was shorted.

IV. Release Policies

A. Release Operations

Except as otherwise required under the District's existing contracts for the delivery of water, releases of water pursuant to contract shall be made from the pool specified in the contract. Where feasible, Stagecoach Reservoir releases pursuant to contract will be made through the District's hydro-power generation facilities. Use of the Jet Flow valve may be made in times of emergency if necessary, for structural concerns, control of dissolved oxygen levels downstream of the dam, or to minimize spilling over the dam crest for environmental concerns. These operational constraints, made due to permitting requirements of the power plant through the Federal Energy Regulatory Commission (FERC) will be considered "Hydro" releases.

B. Outlet Capacity and ramping

Because of limited outlet capacity, the total instantaneous rate for contract releases at which water may be released from Stagecoach Reservoir will not exceed turbine capacity or the maximum instantaneous rate of release specified in an allotment

contract, whichever is less. The District will make requested releases as soon as operationally possible (typically within 24 hours during the work week). Requested releases will be made in accordance with the District's ramping rate practices and current water order and release schedules.

C. Evaporation

Evaporation for the entire Stagecoach Reservoir will be applied and debited solely against the Emergency Remainder Pool.

D. Minimum Streamflow releases

Required minimum stream flow releases which exceed inflow, and which are not released pursuant to contract shall be applied and debited first against the Emergency Remainder Pool and then against the Preferred Remainder Pool.

E. Prevention of Ice Damage

After August 1 of each year the District may make 1,500 AF space available as necessary from the Emergency Remainder Pool to avoid ice on the spillway crest, provided that such releases of stored water to make such space available are made through the hydro-electric power plant in the dam and not through the jet valve, in order to confirm accepted beneficial use of such releases. The District may release such additional water up to such 1,500 AF limit first from the Emergency Remainder Pool and then from the Preferred Remainder Pool in order to make space available in the Reservoir to store an amount not exceeding the 95% confidence of Reservoir filling based on the forecasts of Colorado River Basin Forecast Center as modified by adopted District forecast criteria and snowpack data. Consistent with sound operational practices for Reservoir operations, and use of the hydro-electric power plant in the dam, the District may schedule and time such releases up to 1,500 AF to co-ordinate with other requested storage releases from Stagecoach Reservoir for existing contract allottees, and to generate income to the District from short-term environmental/recreational allotment contracts, and otherwise, in the discretion of the General Manager of the District, to co-ordinate with planned releases of stored water from other reservoirs in the Yampa River Basin owned or controlled by other entities where beneficial to improve the instantaneous in-stream flows below Stagecoach Dam and to ameliorate against periods of main-stem Yampa River administration by the Division Engineer.





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manger

Date: 10/08/20

Item: Steamboat Ski and Resort Corporation Request for Water Supply Contract for Additional Stagecoach Water

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Steamboat Ski and Resort Corporation (SSRC) is interested in acquiring an additional 125 acre-feet of water out of Stagecoach Reservoir for snowmaking and other uses at the Steamboat Resort. The SSRC would like to discuss the possibility of either amending its existing contract or entering into a new contract with the Upper Yampa Water Conservancy District (UYWCD) that would follow the same basic terms and conditions as the current Water Supply Contract between the parties, dated October 3, 2018, subject to considerations requested in a letter from the SSRC dated September 17, 2020.

II. Summary and Alternatives:

Approve, deny, or table the decision on the request by the SSRC.

III. Staff Recommendation:

Table the decision on the request by the SSRC until the November 19, 2020 UYWCD Board of Directors (BOD) meeting.

IV. Legal Issues:

All water storage contracts require UYWCD BOD approval.

V. Consistency with Board Goals and Policies:

UYWCD By-Laws

Attachments:

Attachment 1: September 17, 2020 Steamboat Ski and Resort Corporation Request for Water Supply Contract for Additional Stagecoach Water



September 17, 2020

Board of Directors
Upper Yampa Water Conservancy District
P.O. Box 775529
Steamboat Springs, Colorado 80477

Re: Water Supply Contract for Additional Stagecoach Water

Members of the Board:

I am writing to let you know that the Steamboat Ski & Resort Corporation (“SSRC”) is interested in acquiring an additional 125 acre-feet of water out of Stagecoach Reservoir for snowmaking and other uses at the Steamboat Resort. SSRC would like to discuss the possibility of either amending its existing contract or entering into a new contract with the District that would follow the same basic terms and conditions as the current Water Supply Contract between the parties, dated October 3, 2018, subject to the following considerations.

Under the existing Water Supply Contract, SSRC has the right to 250 acre-feet of water stored in Stagecoach’s Former Exchange Pool. It is our understanding that the District’s contract with TriState was not renewed, and that the 7,000 acre-feet previously allocated to TriState should now be available for other parties. Therefore, SSRC would be interested in leasing an additional 125 acre-feet of water from the Municipal/Industrial Pool in Stagecoach, or whatever other storage pool may be considered the most senior storage pool at this time. As part of any new or amended contract, SSRC would also request explicit recognition that the 250 acre-feet currently leased from the District come from the same senior Municipal/Industrial Pool. We believe that this is consistent with the existing Water Supply Contract, but would appreciate making this point clear to all parties.

In addition, SSRC knows that other stakeholders in the Yampa River basin have expressed concerns regarding the pricing of Stagecoach contract water. As both a contractor of District water and member of the larger community, SSRC believes that it is important that the pricing be fair and equitable for all water users. As such, SSRC would be willing to lease the additional water at \$100 per acre-foot/year, which is less than the current contract rate but higher than the amount being proposed by other parties. SSRC also understands and remains supportive of different pricing tiers for industrial, municipal, and agricultural users.

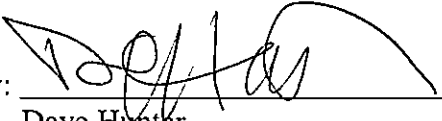
Finally, Stagecoach water represents an important component of the Steamboat Resort’s water rights portfolio, and SSRC believes that lengthier contracts could provide a greater level of certainty for both parties. Should the District be amenable to considering a longer term contract

- like the 40-year contracts (with 35-year extensions) currently available from the Colorado River Water Conservation District - SSRC would certainly be interested.

We greatly appreciate our relationship with the District and look forward discussing this matter with you further.

Sincerely,

Steamboat Ski & Resort Corporation

By: 
Dave Hunter
Vice President of Mountain Operations

cc: Andy Rossi
Ron Perlman
John Maas
Scott Fifer
Dave Bower





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manger

Date: 10/08/20

Item: Routt County request for updated Agreement for Mutual Aid

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

Routt County is requesting an updated Agreement for Mutual Aid between Routt County and the Municipalities and Special Districts for execution by the Upper Yampa Water Conservancy District (UYWCD).

II. Summary and Alternatives:

NA

III. Staff Recommendation:

Authorize the updated Agreement for Mutual Aid. Upon execution, UYWCD will provide a signed copy to Rout County via email. All individual signature pages will be incorporated into the master Agreement to be provided to the UYWCD by Routt County.

IV. Legal Issues:

NA

V. Consistency with Board Goals and Policies:

UYWCD By-Laws

Attachments:

Attachment 1: Agreement for Mutual Aid

AGREEMENT FOR MUTUAL AID

THIS AGREEMENT FOR MUTUAL AID, hereinafter referred to as "this Agreement," made and entered into as of October 1, 2020 by and between Routt County and the following Municipalities and Special Districts upon their authorized execution of this Agreement (hereinafter referred to as "Parties" or singularly as "Party"), by and through their respective Town or City Councils, School Board, or Board of Directors or Board of County Commissioners and Elected Officials; each listed below:

Routt County

Routt County Sheriff

City of Steamboat Springs

Town of Hayden

Town of Oak Creek

Town of Yampa

Craig Fire Rescue

North Routt Fire Protection District

Oak Creek Fire Protection District

Steamboat Springs Fire Rescue / Steamboat Springs Area Fire Protection District

West Routt Fire Protection District

Yampa Fire Protection District

Mount Werner Water and Sanitation District

Steamboat II Metropolitan District

Upper Yampa Water Conservancy District

Morrison Creek Metropolitan Water District

Alpine Ranch Metropolitan District

Steamboat Lake Water District

Timbers Water and Sanitation District

Catamount Metropolitan District

RE-1, RE-2 and RE-3 School Districts

RECITALS:

- A. Each of the Parties hereto desire to aid and assist each other by the exchange of services and equipment for the purposes of preserving the health, safety and welfare of their inhabitants, and,
- B. The danger of catastrophes to the public welfare knows no jurisdictional boundary; and,
- C. The Colorado General Assembly has authorized intergovernmental mutual aid agreements by the provisions of C.R.S., Section 29-1-203; and,
- D. The Colorado General Assembly has encouraged local and inter-jurisdictional disaster planning in the provisions of C.R.S. Section 24-33.5-701 *et seq.*, the "Colorado Disaster Emergency Act of 1992"; and,
- E. Each Party will in good faith, make an attempt to assist the others based on their needs and specific requests; and
- F. Through greater cooperation in mutual aid, each Party may have greater resources available to aid their community in time of disaster, or when incidents exceed a Party's capability to cope.

NOW, THEREFORE, it is agreed as follows:

ARTICLE 1
PURPOSE AND SCOPE

1.1 SCOPE

This Agreement shall be effective between the Parties upon their execution of this Agreement, regardless of when a Party listed herein may execute this Agreement. The withdrawal of any Party from this Agreement by termination or as otherwise provided shall not affect the validity of this Agreement between the other Parties who have not so withdrawn.

It is the intent of this Agreement that aid be requested for those incidents that exceed the requesting Party's capability to adequately respond to the incident.

It is understood between the Parties that this Agreement shall not supersede any separate, pre-existing agreement of any Party, except that this Agreement supersedes the Agreement for Mutual Aid dated July 26, 2011.

1.2 TYPES OF ASSISTANCE

Any Party to this Agreement may request aid of another Party or Parties for the purpose of assisting in responding to, recovering from, or mitigating against a major emergency or disaster, whether human caused or naturally occurring, in accordance with the Routt County Emergency Operations Plan.

Assistance may be requested by any Party, without limitation to the type of major emergency or disaster, whether for law enforcement, fire, emergency medical, public health, public works or other public support or response capability. Assistance may also be requested for those incidents that exceed the requesting Party's capability to cope, regardless of whether they rise to the level of a disaster.

1.3 LIMITATIONS

No Party to this Agreement shall be required to make resources, equipment, or personnel, or other form of assistance, available or render any service to the requesting Party when, by doing so, would impair the Party's ability to provide effective emergency services within its own service area. The Party requested to provide aid shall determine, in its sole discretion, what resources, services or personnel, if any, can be reasonably provided to a requesting Party.

1.4 INCIDENT COMMAND AND CONTROL

Any Party to this Agreement that is requesting assistance of another Party or Parties shall have activated their Emergency Action Plan (EAP) or established Incident Command prior to the request. Requests for specific support for relatively minor incidents may be made directly from one Party to this Agreement to another. More complex incidents that require a greater amount of support from numerous Parties to this Agreement, including support from Routt County Departments, will generally require the activation of the Routt County Emergency Operations Plan (EOP) and the Routt County Emergency Operations Center (EOC), and requests will be made through the EOC.

Further, each Party shall assume the responsibility for planning and preparedness with respect to local jurisdiction and for execution of this Agreement, including the development of their own jurisdictional EAP, Standard Operating Procedure or Guidelines, or adoption of the Routt County EOP. This includes a formal adoption of the National Incident Management System (NIMS) and the development and maintenance of a local NIMS Implementation Plan.

1.5 ADDITIONAL PARTICIPANTS

This Agreement is intended to serve as an all risk, all hazard agreement for all disciplines with a responsibility for emergency response and/or management, and whose service areas exist within Routt County.

ARTICLE II
TERM AND TERMINATION

2.1 TERM AND TERMINATION

The initial term of this Agreement shall commence on the execution of this Agreement by any two Parties hereto and shall end on December 31, 2021. This Agreement shall automatically renew for successive one (1) year terms beginning on January 1, 2022.

2.2 TERMINATION.

Any Party may terminate this Agreement upon thirty (30) days prior written notice to Routt County Office of Emergency Management, which will then notify all other current Parties. The notice of termination by a Party or Parties shall not terminate the Agreement in total, and the Agreement shall remain in effect for non-terminating Parties.

ARTICLE III
JURISDICTION AND AUTHORITY TO EXERCISE THIS AGREEMENT

3.1 JURISDICTION

It is understood that Parties providing aid to a requesting Party are in charge of their personnel, equipment, and resources and may follow their agency's standard operating procedures and policies to carry out assignments under the Incident Command System. All Parties providing aid shall follow the action plan for the incident, as determined by the Incident Commander, unless it is determined that this action plan is contrary to their standard operating procedures or policy. The Incident Commander will be notified as soon as possible if any discrepancy exists.

3.2 AUTHORIZATION TO REQUEST AID

Parties to this Agreement may request aid from any other Party to this Agreement directly. Larger emergencies and disasters may require activation of the Routt County EOP and an EOC. The EOP and EOC are activated at the discretion of the Emergency Operations Director. When activated, the EOC will coordinate requests for emergency response and recovery support. The Emergency Operations Director may directly contact representatives from the All Hazards Multiagency Coordination (MAC) Group if they are not present in the EOC or if the EOC is not activated.

3.3 REIMBURSEMENT

All services and assistance provided by one Party to another under this Agreement shall be provided at no cost for use of equipment or personnel during the mutual aid period unless there are avenues for reimbursement from any source, or except as provided for in Section 4.1. The mutual aid period begins when the requested resources are deployed and extends until midnight of that day, unless the Party requesting support and the Party or Parties providing support mutually agree to extend the mutual aid period. Support provided after the mutual aid period will require a separate written cost share agreement between the requesting and providing Parties. The Colorado Resource Rate Forms (CCRF) rates will be used for daily charges when available. In the absence of CRRF rates or agency established rates, Federal Emergency Management Agency provided rates or mutually agreed upon rates will be used. Nothing in this Agreement shall limit assisting Parties from seeking or obtaining compensation, reimbursement or damages from any non-Party.

3.4 COMMITMENT OF RESOURCES

Parties providing aid under this Agreement shall commit to a minimum of one mutual aid period, unless an additional mutual aid period is agreed upon by the requesting Party and the Party or Parties providing support. Personnel of the aiding Party may be exchanged at any time so long as all personnel are accounted for, whereby those personnel exchanged are recorded and accounted

for at a point typically called the staging location or area. If any Party providing aid requires the immediate release of their resources, the Incident Commander shall be notified of such request and the Party requesting aid shall release all resources of the Party providing aid as immediately as is possible. Such release shall occur through the staging area or location so as to account for all personnel.

ARTICLE IV

LIABILITY & INSURANCE

4.1 LIABILITY

The officers, employees, or volunteers of the aiding Party shall be and remain officers, employees, or volunteers of the aiding Party, and no officer, employee, or volunteer shall have any pension, compensation, civil service status, or other right with respect to the requesting Party under any circumstances. The requesting Party shall not be called upon to assume any liability for the direct payment of any salary, wage, or compensation to any officers, employees, or volunteers of the aiding Party. Further, the requesting Party shall not be liable to any officer, employee, or volunteer of the aiding Party for any injury or illness arising out of services provided under this Agreement.

Nothing in this Agreement shall be construed as a waiver by any Party of the protections provided by the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, et seq. Any liability to persons who are not parties to this Agreement arising because of the negligence or tortious act of any Party or its employees, volunteers, or agents from the time they respond to an incident subject to this Agreement until they return to their home jurisdiction shall be the sole responsibility of such Party, unless such negligent or tortious acts are a direct consequence of the direction or order of the Party in command. With respect to claims between any Parties, liability arising from the negligent acts or omissions of each Party of its employees, volunteers, or agents and resulting in damages to another Party is waived by the damaged Party, unless such negligent or tortious acts are a direct consequence of the direction or order of the Party in command. In the

case of damages resulting from willful or wanton actions or omissions of a Party's employees, volunteers, or agents not resulting from commanding Party's order or direction, the damaged Party may assert legal or equitable claims it may have against the employee, volunteer or agent whose willful or wanton acts caused the damages. Notwithstanding the other provisions of this Section, a party requesting assistance shall be responsible for any and all damages to or consumption of an assisting party's equipment that would be avoidable through the execution of reasonable care, from the time the assisting party arrives at an incident location until the assisting party is released. For the purposes of this Section, the term "equipment" shall include all equipment, tools, supplies, personal protective equipment which are not a fixture of the apparatus or vehicle. Notwithstanding anything in this Agreement to the contrary, neither this Agreement nor any performance under this Agreement is intended to be, and shall not be construed as, a "temporary assignment" of the responding Party's personnel and equipment to the requesting Party. Accordingly, the provisions of C.R.S. § 29-5-103 through C.R.S. § 29-5-110 do not apply to this Agreement.

4.2 INSURANCE

Each Party shall, during the term of this Agreement, or any renewals or extensions hereof, maintain the following types of insurance coverage, as may be applicable, with companies and in amounts indicated hereinafter.

- A. Comprehensive and liability coverage in such amounts equal to or in excess of the limits of governmental liability provided in Colorado Governmental Immunity Act. Such coverage shall insure the common inclusions of premises operations, products/completed operations, contractual liability, independent contractors, broad form property damage and personal injury.
- B. Professional liability insurance coverage in such amounts equal to or in excess of the limits of governmental liability provided in Colorado Governmental Immunity Act.
- C. Automobile insurance liability coverage in such amounts equal to or in excess of the limits of governmental liability provided in Colorado Governmental Immunity Act. Such coverage shall include other common coverage's provided by insurance companies such as uninsured motorists and no fault coverage.

- D. Worker's compensation insurance, pension, disability and unemployment insurance for officers, employees, and volunteers in accordance with Colorado law.

ARTICLE V
MISCELLANEOUS

5.1 ASSIGNMENTS

Except for consolidation or merger of one or more of the Parties, no Party shall voluntarily or involuntarily assign, delegate, subcontract, pledge, or encumber any right, duty, interest in whole or in part of this Agreement without mutual consent of all then-signatory Parties to this Agreement.

5.2 AMENDMENTS

This Agreement may be modified, amended, changed, or terminated, in whole or in part, by written agreement of the majority of then-signatory Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement.

5.3 WAIVER

The waiver of any breach of any of the provisions of this Agreement by a Party shall not constitute a continuing waiver of any subsequent breach by that Party either of the same or of another provision of this Agreement.

5.4 HEADINGS FOR CONVENIENCE ONLY

The articles, sections, paragraph headings, captions, and titles contained herein are intended for convenience and reference only, and are not intended to define, limit or describe the scope or intent of any of the provisions of this Agreement.

5.5 SEVERABILITY

Invalidations of any of the provisions of this Agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Agreement.

5.6 TIME OF THE ESSENCE

Time is of the essence for the performance of each and every provision hereof.

5.7 GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of Colorado.

Jurisdiction and venue for any dispute arising from or relating to this Agreement shall be in the District Court in Routt County, Colorado.

5.8 NO THID-PARTY BENEFICIARIES

This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a Party to this Agreement.

5.9 MULTIPLE COPIES

This Agreement may be executed by the Parties in multiple copies which may be executed separately as to duly authorized signature by facsimile or electronic pdf, each copy of which shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

Name: Mark Collins	Date

Title: Interim County Manager	

Agency: Routt County Government	

Name: Garrett Wiggins	Date

Title: Sheriff	

Agency: Routt County Sheriff's Office	

Name: Gary Suiter	Date

Title: City Manager	

Agency: City of Steamboat Springs	

Name: Mathew Mendisco

Title: Town Manager

Agency: Town of Hayden

Date

Name: Nikki Knoebel

Title: Mayor

Agency: Town of Oak Creek

Date

Name: Michael D. Lewis

Title: Mayor Pro-Tem

Agency: Town of Yampa

Date

Name: KC Hume

Title: Fire Chief

Agency: Craig Fire Rescue

Date

Name: Mike Swinsick

Date

Title: District Fire Chief

Agency: North Routt Fire Protection District

Name: Chuck Wisecup

Date

Title: District Fire Chief

Agency: Oak Creek Fire Protection District

Name: Eric Schmidt

Date

Title: Board President

Agency: Steamboat Springs Area Fire Protection District

Name: Trevor Guire

Date

Title: District Fire Chief

Agency: West Routt Fire Protection District

Name: Machia 'Ky' Cox

Title: District Fire Chief

Agency: Yampa Fire Protection District

Date

Name: Frank Alfone

Title: General Manager

Agency: Mount Werner Water and Sanitation District

Date

Name: Chase Baker

Title: District Manager

Agency: Steamboat II Metropolitan District

Date

Name: Andy Rossi

Title: General Manager

Agency: Upper Yampa Water Conservancy District

Date

Name: Scott Colby	Date
Title: District Manager	
Agency: Morrison Creek Metropolitan Water & Sanitation District	

Name: Suzanne Schlicht	Date
Title: Senior Vice President	
Agency: Alpine Mountain Ranch Metropolitan District	

Name: Jim Standish	Date
Title: District Director	
Agency: Steamboat Lake Water & Sanitation District	

Name: Kasey O'Halloran	Date
Title: District Manager	
Agency: Timbers Water & Sanitation District	

Name: Joel Anderson

Title: District Manager

Agency: Catamount Metropolitan District

Date

Name: Christy Sinner

Title: Superintendent

Agency: Hayden School District RE-1

Date

Name: Brad Meeks

Title: Superintendent

Agency: Steamboat Springs School District RE-2

Date

Name: Rim Watson

Title: Superintendent

Agency: South Routt School District RE-3

Date





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manger

Date: 10/08/20

Item: The Morrison Creek Wastewater Treatment Plant Upgrade Letter of Support

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

The Morrison Creek Wastewater Treatment Plant discharges directly to Stagecoach Reservoir. As such, the Upper Yampa Water Conservancy District and Morrison Creek District share a mutual objective to have the most capable wastewater treatment plant discharge to the reservoir. Morrison Creek's existing WWTP is 50 years old and has reached the end of its design life. Morrison Creek is planning a replacement of the antiquated plant with a state-of-the-art facility. The new facility will produce higher quality effluent and have additional protections against an environmental upset such as a release of untreated wastewater.

II. Summary and Alternatives:

Morrison Creek Water & Sanitation will need funding assistance to complete the new facility. The UYWCD is aware that they are applying for an Energy Impact Assistance Fund Grant to continue with the effort they have started to replace the facility. The UYWCD supports this application and encourages an award based on the need of Morrison Creek as well as the interests of UYWCD to protect the water quality of the Stagecoach Reservoir.

III. Staff Recommendation:

Direct UYWCD GM to sign and submit the letter of support to the Colorado Department of Local Affairs on behalf of Morrison Creek Water & Sanitation.

IV. Legal Issues:

NA



V. Consistency with Board Goals and Policies:

UYWCD Strategic Plan Objective 2.2

Attachments:

Attachment 1: Letter of Support



October 15, 2020

Mr. Greg Winkler
Colorado Department of Local Affairs
PO Box 687
Lake George, CO 80827

Subject: Morrison Creek W&S EIAF Grant Application

Dear Mr. Winkler:

The Upper Yampa Water Conservancy District (UYWCD) owns and operates the Stagecoach Reservoir in unincorporated Routt County. This is a critical waterbody which supplies raw water supply to the UYWCD constituents and is a significant recreational amenity to local and out of state visitors.

The Morrison Creek WWTP discharges directly to our reservoir. As such, the UYWCD and Morrison Creek District share a mutual objective to have the most capable wastewater treatment plant discharge to the reservoir. We are aware that Morrison Creek's existing WWTP is 50 years old and has reached the end of its design life. Morrison Creek is planning a replacement of the antiquated plant with a state-of-the-art facility. The new facility will produce higher quality effluent and have additional protections against an environmental upset such as a release of untreated wastewater.

Morrison Creek Water & Sanitation will need funding assistance to complete the new facility. We are aware they are applying for an Energy Impact Assistance Fund Grant to continue with the effort they have started to replace the facility. The UYWCD supports this application and encourages an award based on the need of Morrison Creek as well as the interests of UYWCD to protect the water quality of the Stagecoach Reservoir.

Sincerely,

Andy Rossi, P.E.
General Manager
arossi@upperyampawater.com

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

Location
2220 Curve Plaza, Suite 201
Steamboat Springs, CO 80487

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





BOARD COMMUNICATION FORM

From: Andy Rossi, General Manger

Date: 10/08/20

Item: AMENDMENT TO ASSIGNMENT OF STOCK AND WATER DELIVERY AGREEMENT

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information:

An Amendment to the Assignment of Stock and Water Delivery Agreement was offered to the original shareholders of Stillwater Ditch Company stock as part of the Yamcolo Reservoir agricultural water supply contracts negotiations. The final document, including notarized signatures of shareholders, is included with this communication for Upper Yampa Water Conservancy District (UYWCD) Board of Directors (BOD) review and authorization.

II. Summary and Alternatives:

NA

III. Staff Recommendation:

Ratify the Amendment to Assignment of Stock and Water Delivery Agreement and authorize the recoding of the final document by the UYWCD General Counsel.

IV. Legal Issues:

The final agreement requires UYWCD BOD approval.

V. Consistency with Board Goals and Policies:

UYWCD By-Laws

Attachments:

Attachment 1: AMENDMENT TO ASSIGNMENT OF STOCK AND WATER DELIVERY AGREEMENT

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, SLEEPING LION RANCH, LLC, a Colorado limited liability company (a/k/a BAR A RANCH), TIMOTHY KIRKPATRICK, ANNE COLLINS, LAWRENCE RICCA & SONS, a general partnership, CLYNCKE’S BEAR RIVER RANCH CORPORATION, a Colorado corporation, 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 Amendment 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 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.

UPPER YAMPA WATER CONSERVANCY
DISTRICT

By: _____
Ken Brenner, President

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by Ken Brenner, as President of Upper Yampa Water Conservancy District.

Witness my hand and official seal.
My commission expires: _____

{S E A L}

Notary Public

STILLWATER DITCH AND RESERVOIRS
COMPANY

By: _____
Andrew Rossi, President

(Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2020, by Andrew Rossi as President of Stillwater Ditch and Reservoirs Company.

Witness my hand and official seal.
My commission expires: _____

{S E A L}

Notary Public

[SIGNATURES OF SHAREHOLDERS ON FOLLOWING PAGES]

FIVE PINE LLC, a
Colorado limited liability company

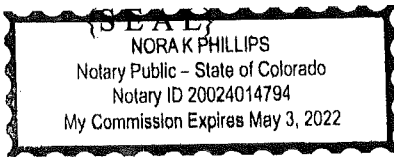
By: Frank Schaffner (MEMBER)
(Title)

STATE OF COLORADO)
) ss.
COUNTY OF Rock)

The foregoing instrument was acknowledged before me this 12th day of August,
2020, by Frank Schaffner as member of Five Pine LLC, a
Colorado limited liability company.

Witness my hand and official seal.

My commission expires: May 3, 2022



Nora K Phillips
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Frank and Andrea Schaffner
PO Box 121
Yampa, CO 80483
hayschaffner@gmail.com

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

By: [Signature] Vice President
(Title)

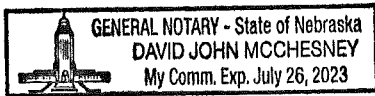
STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER

The foregoing instrument was acknowledged before me this 18 day of August,
2020, by DAVID SHANE PEED as VICE PRESIDENT of Lone Creek Land
Company, LLC, a Nebraska limited liability company.

Witness my hand and official seal.

My commission expires: 7/26/2023

{SEAL}



[Signature]
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Shane Peed
PO Box 82545
Lincoln, NE 68501
Shane-Peed@piedmontese.com

SLEEPING LION RANCH LLC, a Colorado limited liability company (a/k/a BAR A RANCH)

By: Alfred J Fisher III ^{SE} Manager
(Title)

STATE OF ~~COLORADO~~ MICHIGAN
)
) ss.
COUNTY OF MACOMB

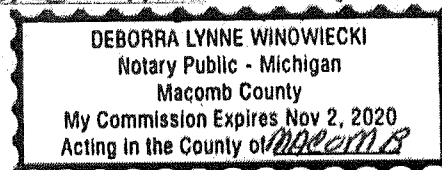
The foregoing instrument was acknowledged before me this 24 day of JULY, 2020, by ALFRED J FISHER III MANAGER of Sleeping Lion Ranch, Bar A Ranch, a/k/a

Witness my hand and official seal.

My commission expires: 11-02-2020

{SEAL}

Deborra Lynne Winowiecki
Notary Public



ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Alfred Fisher III
273 Ridge Rd.
Grosse Pointe, MI 48236
Alfred@fisher.com

CLYNCKE'S BEAR RIVER RANCH CORPORATION,
a Colorado corporation

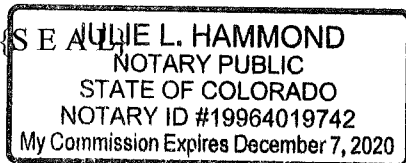
By: Shawn Warner Stockholder/
(Title) President

STATE OF COLORADO)
) ss.
COUNTY OF Route)

The foregoing instrument was acknowledged before me this 26th day of August, 2020, by Shawn Warner as Stockholder/President of Clyncke's Bear River Ranch Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 12-7-2020



Julie L Hammond
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Delores Phillips
3047 Bookcliff Avenue
Grand Junction, CO 81504-4139
clynckesbearriverranch@hotmail.com

CLYNCKE'S BEAR RIVER RANCH CORPORATION,
a Colorado corporation

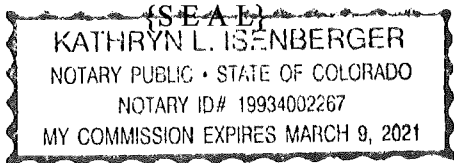
By: Phyllis Stewart
(Title)
Stock Holder

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 26th day of August,
2020, by Phyllis Stewart as Stockholder of Clyncke's Bear River
Ranch Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: 3-9-2021



Kathryn Isenberger
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Delores Phillips
3047 Bookcliff Avenue
Grand Junction, CO 81504-4139
clynckesbearriverranch@hotmail.com

CLYNCKE'S BEAR RIVER RANCH CORPORATION,
a Colorado corporation

By: Gladys Meyer V.P.
(Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 26th day of August,
2020, by Gladys Meyer as V. P. of Clyncke's Bear River
Ranch Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: September 28, 2021

{ S E A L }

SHELBY MEYER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174040478
My Commission Expires September 28, 2021

Shelby Meyer
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Delores Phillips
3047 Bookcliff Avenue
Grand Junction, CO 81504-4139
clynckesbearriverranch@hotmail.com

CLYNCKE'S BEAR RIVER RANCH CORPORATION,
a Colorado corporation

By: Linda Bethka, Shareholder
(Title)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 26th day of August,
2020, by Linda Bethka as Shareholder of Clyncke's Bear River
Ranch Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: September 28, 2021

{ S E A L }

SHELBY MEYER
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STATE OF COLORADO
NOTARY ID 20174040478
My Commission Expires September 28, 2021

Shelby Meyer
Notary Public

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Grand Junction, CO 81504-4139
clynckesbearriverranch@hotmail.com

CLYNCKE’S BEAR RIVER RANCH CORPORAT
a Colorado corporation

By: Delores Phillips Sec/Treas/VP
(Title)

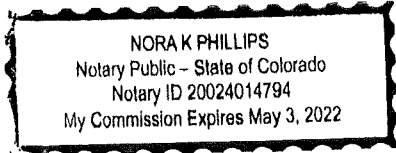
STATE OF COLORADO)
) ss.
COUNTY OF Routt)

The foregoing instrument was acknowledged before me this 26th day of August 2020, by Delores ~~Clydesse~~^{Phillips} as Sec/Treas/VP of Clyncke's Bear Ri Ranch Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: May 3, 2022

{ S E A L }



Nora K Phillips
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Delores Phillips
3047 Bookcliff Avenue
Grand Junction, CO 81504-4139
clynckesbearriverranch@hotmail.com

TOWN OF YAMPA

By: *Alta Evans* *Mayor*
(Title)

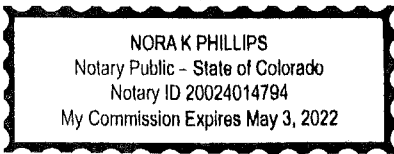
STATE OF COLORADO)
) ss.
COUNTY OF *Boutt*)

The foregoing instrument was acknowledged before me this *5th* day of *Aug*,
2020, by *Robert A. Symons* as *Mayor* of the Town of Yampa.

Witness my hand and official seal.

My commission expires: *May 3, 2022*

{ S E A L }



Nora K Phillips
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Janet Ray
PO Box 224
Yampa, CO 80483
jray@townofyampa.com

Kevin Krausgrill

KEVIN KRAUSGRILL

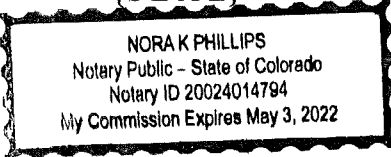
STATE OF COLORADO)
) ss.
COUNTY OF Boutte)

The foregoing instrument was acknowledged before me this 18th day of August, 2020, by Kevin Krausgrill.

Witness my hand and official seal.

My commission expires: May 3, 2022

{SEAL}



Nora K Phillips
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

c/o Anne Clyncke
PO Box 346
Yampa, CO 80483
Anne.clyncke@gmail.com

[Signature]
JOHN REDMOND

[Signature]
SARA B. REDMOND

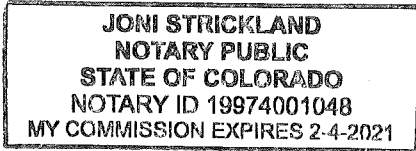
STATE OF COLORADO)
COUNTY OF Routt) ss.

The foregoing instrument was acknowledged before me this 27th day of August, 2020, by John Redmond and Sara B. Redmond.

Witness my hand and official seal.

My commission expires: 2.4.21

{SEAL}



[Signature]
Notary Public

ADDRESS OF SHAREHOLDER FOR NOTICE PURPOSES:

John and Sara Redmond
PO Box 5
Yampa, CO 80483
redmondjv@gmail.com

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

**STILLWATER DITCH RESIDUAL INTEREST OWNERS AS OF EXECUTION BY
SHAREHOLDERS**

Amendment to Assignment of Stock and Water Delivery Agreement

Exhibit "A" Shareholder List

Business Name	Amount of Shares	% of Total Shares	Mailing Address
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
Clyncke's 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	1026.50	9.28%	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
Total Amount of Shares:	11062.50	100.00%	

**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:

2020 Price per Share = \$0.74	or	2020 Price per Share = \$0.74	x	$\frac{\text{Example 2020 CPI}}{\text{Example 2019 CPI}}$	Whichever is Greater:			
		0.74	x	$\frac{226,280}{230,338}$	=	0.73	Resulting 2021 Price (\$) per Share	0.74
CPI Decrease		0.74						
CPI Increase		0.74		$\frac{230,338}{226,280}$	=	0.75		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



BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: October 7, 2020

Item: Water Resume Review

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

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 September and did not identify any water applications that would impair or injure the District's water rights.

PENDING WATER CASES

STATUS OF OTHER WATER CASES



BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: October 7, 2020

Item: Water Court Cases Update

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

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

Case No. 17CW3043 – This is the application by the City of Steamboat Springs for an augmentation plan for Casey’s Pond. The District has stipulated 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 Water Referee has entered the proposed Ruling, which is consistent with the form of decree stipulated to by the District, and is now pending the Judge’s final approval.

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 under two contracts with the UYWCD. The Water Referee has confirmed the proposed Ruling of Referee consistent with the District’s stipulation. The case is now headed to the Water Judge for entry of a final decree.

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. The District has re-referred the case to the Water Judge. An initial status conference with the Judge is scheduled for October 30, 2020.

Case No. 20CW3015 – This is an application for finding of reasonable diligence and to make absolute the Lake Catamount Refill right in the amount of 4,000 acre feet. We have been provided a proposed Ruling of Referee and have responded with proposed terms and conditions limiting the refill right to only be used within the Catamount area boundaries and whereby it would not call out the District’s Stagecoach or Yamcolo rights. We are awaiting a response, which I don’t anticipate to come until after the Division Engineer issues her consultation report.

Case No. 20CW3019 – This is the diligence application filed by Public Service Company of Colorado for 52.5 cfs decreed to the Wessels Canal. The opposition period expired at the end of August and no additional statements of opposition were filed. Next step is for the water referee to set an initial status conference.

Case No. 20CW3020. This diligence application filed by Public Service Company of Colorado is for Hinman Park Reservoir and the Saddle Mountain Pump Station. A number of landowners who would be inundated by the reservoir filed statements of opposition along with the State and Division Engineer. The Engineers' position is that the water rights should be cancelled. Next step is for the water referee to set an initial status conference.

Water Horse Resources – Utah Counsel has been in touch with the Regional Engineer who indicates a decision may be “soon” on the 2018 application to move water from Utah to Colorado's east slope.

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

DETERMINATION OF NEXT MEETING AGENDA



AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT BOARD OF DIRECTORS MEETING

THURSDAY, NOVEMBER 19, 2020 (12:00 PM)

ONLINE MEETING: [HTTPS://ZOOM.US/XXXXXX](https://zoom.us/XXXXXX)

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

- (1) Establishment of Quorum and Call to Order
- (2) Approval of Agenda for Meeting **Action item**
- (3) Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (4) Consent Agenda; **Action item**
 - a) Approval of the minutes of October 15, 2020 Special Board Meeting
 - b) Approval of Disbursement
 - c) Budget Comparison
- (5) Report from Chief Accountant
 - a) Presentation by COLOTrust
- (6) Report of General Manager
 - a) Work plan implementation and 2021 Proposed Budget
 - b) Stagecoach Reservoir Water Pricing Policy
 - c) SSRC Water Contract Request
- (7) Committee Reports
- (8) Report of General Counsel

- a)
- b)
- (9) District Engineer Report
 - a) Reservoir Water Status
 - b) Capital Projects Update
- (10) Communication-Marketing Updates
 - a)
 - b)
- (11) Board Member Reports
- (12) Discussion of Pending Legislation and State Affairs
- (13) Pending Water Cases
 - a) Water Resumes;
 - b) Status of other Water Cases, if any;
- (14) New Business (Limited to emergency matters that came up during the course of the meeting) **Action item**
- (15) Executive Sessions:
 - a) **Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations** and _____ (insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
 - b) **Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations**; developing strategy for negotiations; and instructing negotiators with respect to _____ (insert brief description).
This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (16) Board actions in regard to Executive Session
- (17) Determination of Next Meeting Agenda
- (18) Adjournment.