AGENDA

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

HTTPS://US06WEB.ZOOM.US/J/83287586984?PWD=N2POYMVNELHHNKDWYZZJQNRINFJLZZ09

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

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

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

(1) **12:00 PM** Establishment of Quorum and Call to Order
(2) **12:00 PM** Approval of Agenda for Meeting **Action item**
(3) **12:05 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
(4) **12:10 PM** Update from CDWR – Bear River Water Measurement Device Telemetry Project
(5) **12:25 PM** Board Member Reports

(6) **12:30 PM** Consent Agenda **Action item**
   a. Approval of the Minutes January 18, 2023, Board Meeting
   b. Financials
      i. Approval of Disbursements
      ii. Budget Comparison
(7) **12:40 PM** Report of General Counsel
   a. Board Member Appointment Recognition and Review of UYWCD BOD Governance Policy
(8) **12:45 PM** Pending Water Cases
   a. Water Resumes
   b. Status of Other Water Cases **Action item**
(9) **1:15 PM** Report of General Manager
   a. General Manager Report and Employee Tenure Recognition
   b. Financial Audit Update
   c. Financial Asset Management Update **Action item**
   d. DRAFT Stagecoach PUD Document **Action item**
   e. Stagecoach CPW-UYWCD Proposed Lease **Action item**
   f. Stagecoach Ski Area Development Proposal Comment Letter **Action item**
(10) **2:30 PM** District Engineer Report
   a. Update on Reservoir Water Status
   b. Update on Yamcolo Special Use Permit Fees and Appeal
(11) **3:00 PM** Public Information Updates
   a. Grant Disbursements
   b. New Grant Applications **Action item**
(12) **3:30 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**
(13) **3:35 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 _____(insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
(14) **4:00 PM** Board Actions in Regard to Executive Session
(15) **4:05 PM** Determination of Next Meeting(s) Agenda(s)
(16) **4:15 PM** Adjournment.

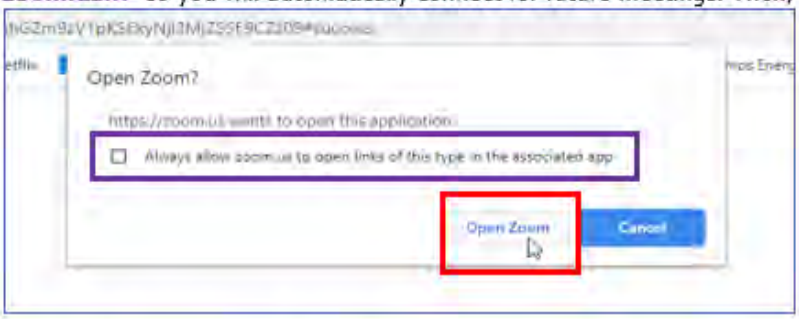
How to join a Zoom meeting

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:

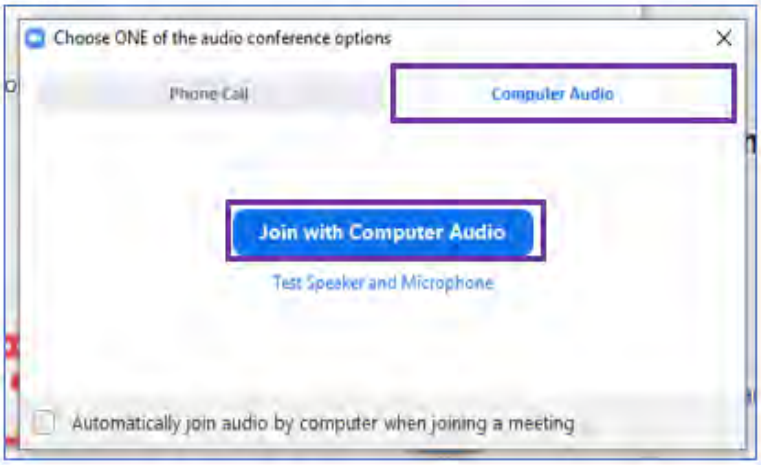
Join Zoom Meeting
https://zoom.us/j/92536171054?pwd=MGxQRjZaTWp5U0Q4VUh6VmJ5blExQT09

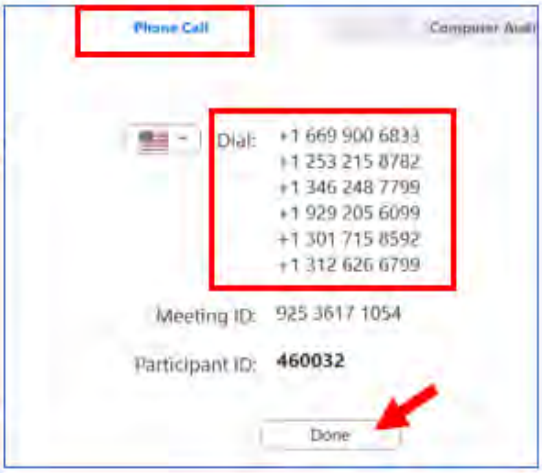
If you have not used Zoom before, you may receive this dialogue box to open Zoom. First, click on "**always allow zoom.us...**" so you will automatically connect for future meetings. Then, click on "**Open Zoom**" and follow the prompts.



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

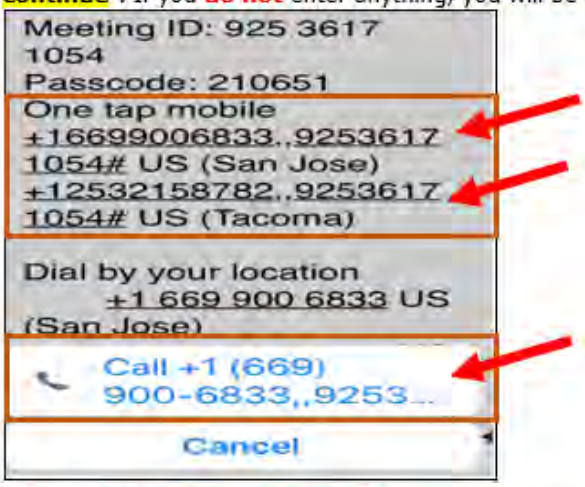
To use your cell phone or landline, click on "**Phone Call**" and then choose a number from the list. Once you dial the number, you will be asked for the Meeting ID and Participant ID to enter the meeting. Click on "**Done**" once you are connected to the Zoom meeting. Or, you can use the "**One tap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



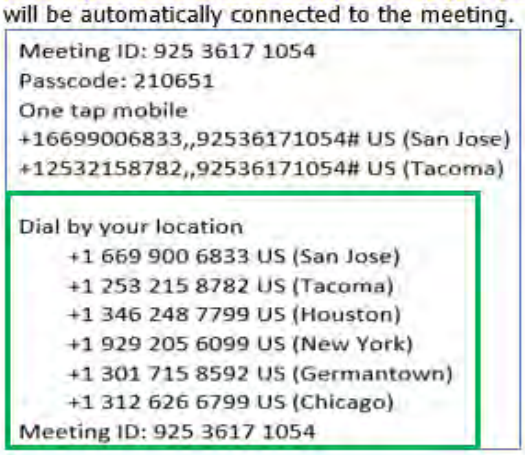


Join via cell phone with "One tap mobile":
If you will be joining a Zoom meeting via your cell phone, click one of the "**One tap mobile**" links. Then click on "**Call +1...**". You will hear a request to "**enter your Meeting ID followed by pound (#)**". You **do not** need to enter the ID as the link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

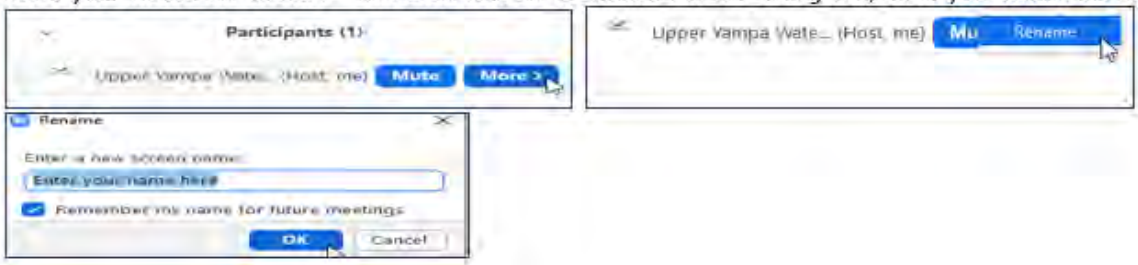
You will be asked if you are a participant and to "**Please press pound (#) to continue**". You **must** press the pound key (#). Then you will be asked to "**Enter your Participant ID followed by pound (#) or just press pound (#) to continue**". If you **do not** enter anything, you will be automatically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



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



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



Contact Deb Bastian for any questions
- Email: dbastian@upperyampawater.com
- Phone: 970-819-0189

PUBLIC INPUT AND COMMENT

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

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick & Emily Lowell

Date: 3/7/23

Item: CO Division of Water Resources – Letter of Support Request for Bear River Telemetry Project

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x_____ DIRECTION
x_____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Colorado Division of Water Resources is seeking grant funding through the Yampa/White/Green Basin Roundtable to fund the installation of data loggers and telemetry for water users along the Bear River.

II. Summary and Alternatives:

Local water commissioner, Mendi Figueroa will present the attached information and ask the UYWCD Board of Directors to consider providing a letter of support for the Bear River Telemetry Project. A draft letter of support is attached for your review.

III. Staff Recommendation:

Direct staff on the submission of a letter of support for CDWR's Bear River Telemetry Project.

IV. Legal Issues:

V. Consistency with Board Goals and Policies:

Goals 1 and 4.

Attachments:
Attachment 1: CDWR Bear River Telemetry Project Presentation
Attachment 2: Draft Letter of Support

Data Logger/Telemetry Installation Project: Bear River and Sarvis Creek, Tributaries to Yampa River Basin

COLORADO
Division of Water Resources
Department of Natural Resources

Project Description

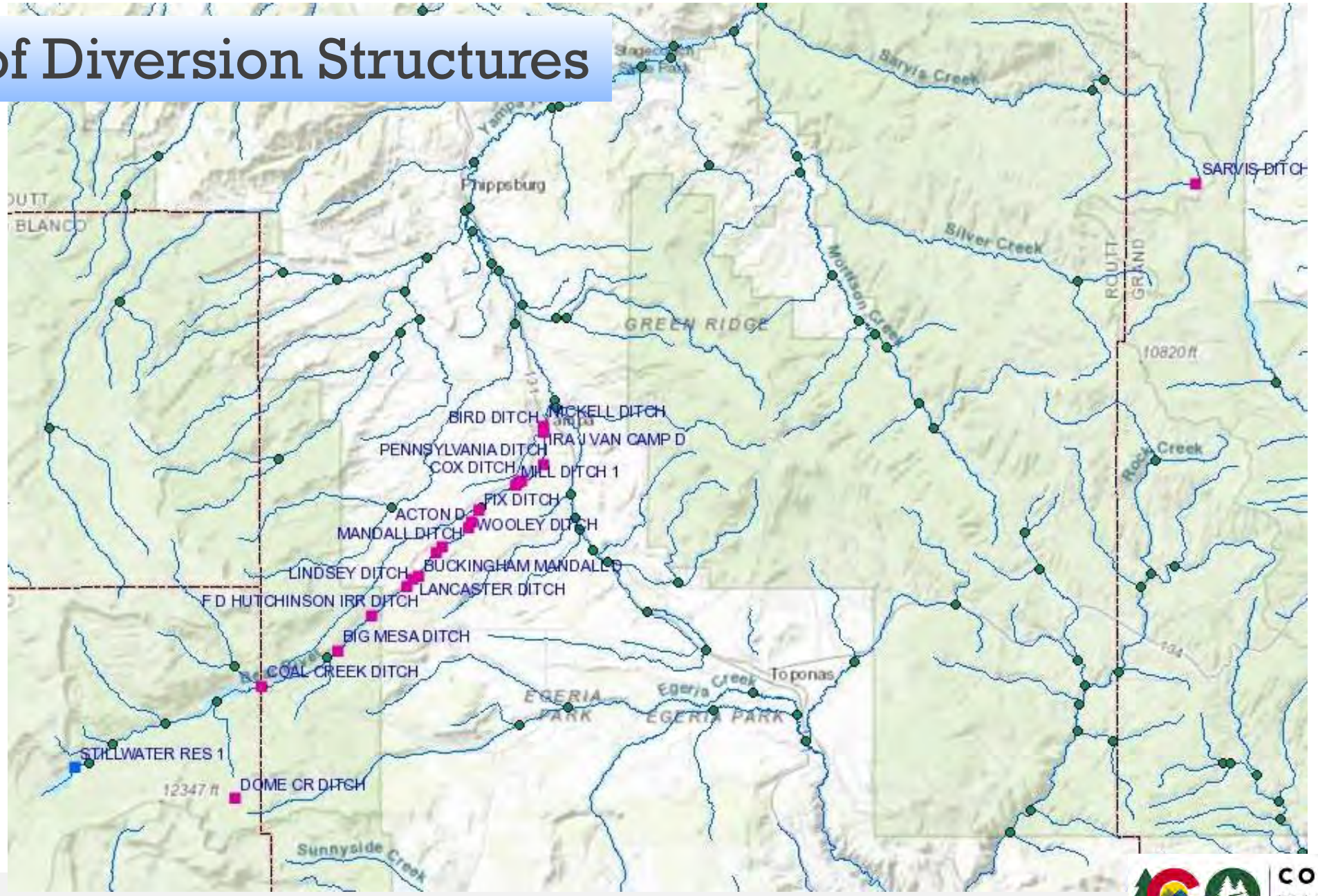
Install data loggers with built-in satellite transmitters and radar level sensors on diversion structures.

- Bear River is a highly administered stream system.
- Sarvis Ditch and Dome Creek are trans-basin diversions.
- Telemetry provides near real-time diversion data that provides extensive benefits.

Goals and Objectives

- Maximize accuracy and efficiency of water deliveries.
- Improve water management decisions.
- Increase adaptive capacity.
- Provide transparent and equitable administration.
- Protect agricultural and senior water rights.

Map of Diversion Structures



COLORADO
Division of Water Resources
Department of Natural Resources

Upper Yampa Water Conservancy District Strategic Plan

GOAL 1: Protect Upper Yampa Basin water resources and local water uses from trans-basin diversions and Colorado River administration that would adversely impact those uses.

- Accurate and complete data on trans-basin diversions.
- Dome Creek drains directly into Yamcolo Reservoir.
- Sarvis Creek drains into Yampa River below Stagecoach Reservoir.

GOAL 4: Protect all in-Basin beneficial vested water uses in the District, consistent with the policy statements above.

- Protect productive agricultural water uses.
- Strengthen and protect decreed water rights.
- Maximize beneficial use of water rights.

Upper Yampa Water Conservancy District Strategic Plan

GOAL 6: Provide adequate water supplies within the District in light of changing climate conditions, population shifts, and other changes.

- Historical data contributes to adaptive management.
- Assists agriculture users in planning for long-term water supply and use.
- Data will be available on Colorado's Decision Support System's website for all diversion structures.

GOAL 8: Increase public understanding of water issues in the Upper Yampa Basin and the District's role in addressing them.

- Collaboration with DWR to implement effective and efficient water administration decisions.
- Improve two-way exchange with constituents and stakeholders.
- Educate public and other entities on future of water-related solutions.

Annual Satellite Uplink Fee – Water Users

$300/year per diversion structure

- $6,300 annual total
  - 21 structures

- 1st year
  - Cash Match for Yampa-White-Green Basin Roundtable/Water Supply Reserve Fund Grant.

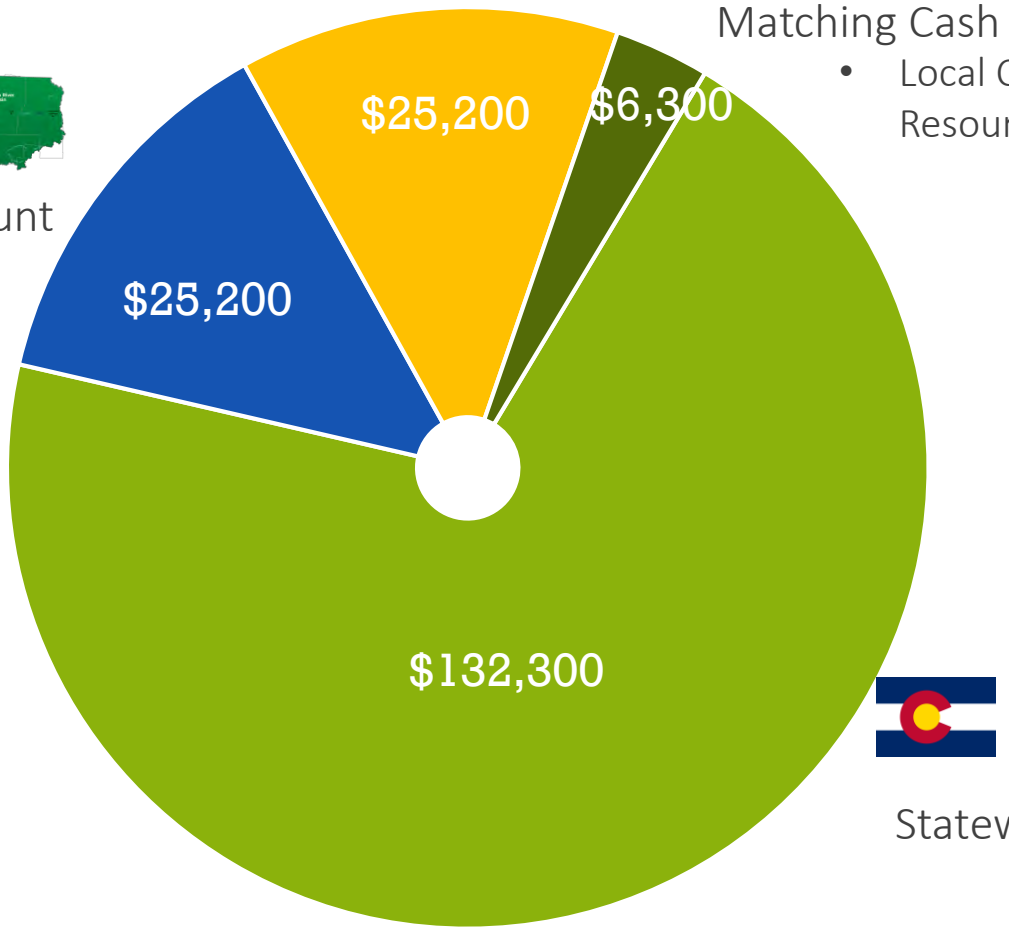
- Subsequent Years
  - Potentially cover annual fee for local water users to promote continued participation in program…
  - Potentially include repairs in Diversion Infrastructure Improvement Project…

Project Budget and Timeline

Matching Cash/Labor
- CO DWR Installation

Matching Cash
- Local Community Resources

YWG Basin Account



Statewide Account

Description	Start Date[2]	End Date
-	-	-
Order and receive equipment	07/01/2023	04/30/2024
Build telemetry boxes/enclosures	08/01/2023	04/30/2024
Build structures to mount field equipment	08/01/2023	10/31/2024
Install equipment in field	09/01/2023	10/31/2025
DWR User data fee	04/01/2024	10/31/2025

Summary

- Increasing pressure on water supplies will continue into the future.
- Telemetry allows for control, adaptability, and efficient management of limited water resources.
- Near real-time data and historical data will be invaluable to water users, administrators, and future research.

Thank You

Mendi Figueroa

970-875-4146

mendi.figueroa@state.co.us

dwr.colorado.gov

UPPER YAMPA WATER
CONSERVANCY DISTRICT

March 15, 2023

Re: Letter of support for WSRF Grant Request for the Data Logger/Telemetry Installation Project: Bear River and Sarvis Creek, Tributaries to Yampa River Basin

Dear Colorado Water Conservation Board,

The Upper Yampa Water Conservancy District is writing to you in support of the application from the Colorado Division of Water Resources for funding for the Data Logger/Telemetry Installation Project: Bear River and Sarvis Creek, Tributaries to Yampa River Basin.

The Data Logger/Telemetry Installation Project will install data loggers with built-in satellite transmitters and radar level sensors on diversion structures along the Bear River and Sarvis Creek. This telemetry allows for near real-time data to be uploaded to Colorado's Decision Support Systems website for analysis. The Data Logger/Telemetry Installation project is expected to provide numerous agricultural and water resources benefits:

- Maximize accuracy and efficiency of water deliveries.
- Improve water management decisions.
- Increase adaptive capacity.
- Provide transparent and equitable administration.
- Protect agricultural and senior water rights.

The Upper Yampa Water Conservancy District supports this project because it addresses challenges that may affect water quantity in the future and aligns with our mission to lead water resource management by responsibly conserving, protecting, developing, providing, and enhancing the water resources of the Upper Yampa River Basin for the benefit of the Basin.

Thank you for your consideration of this project.

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 MEMBER REPORTS

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, JANUARY 18, 2023 (10:30 AM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:
https://us06web.zoom.us/j/86313154160?pwd=bGdDY0FDWkEwT00yUUxGSnU1LzNDZz09

MINUTES

Vice Chairman Webb Jones called the meeting to order and declared a quorum present. In addition to Vice Chairman Jones, the Board Members present were Ken Brenner, John Redmond, Ron Murphy, Lyn Halliday, Tom Sharp, Doug Monger and Nicole Seltzer. General Manager Andy Rossi, District Engineer Emily Lowell, Public Information and External Affairs Manager Holly Kirkpatrick, Business Manager Deb Bastian, Finance Manager Karina Craig and General Counsel Bob Weiss were also present. Special Counsel Scott Grosscup was present over Zoom for a portion of the meeting. Members of the public present for some portion of the meeting included Erin Light and Mendi Figueroa, Colorado Department of Water Resources; Craig Preston and Zach Sears, Colorado Parks & Wildlife; Jenny Frithsen, Friends of the Yampa; Katie Soulliere and James Statezny, United States Forest Service.

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

The following agenda was proposed:

AGENDA

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

11:30 AM LUNCH BREAK

(4) **12:00 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
   a. Update from Erin Light
(5) **12:10 PM** Consent Agenda **Action item**
   a. Approval of the Minutes of the November 16, 2022, Board Meeting

DRAFT

b. Financials
   i. Approval of Disbursements
   ii. Budget Comparison

(6) **12:15 PM** Report of General Manager
   a. General Manager's Report
   b. Election of Officers, Determination of Committees, and Selection of industry meeting(s) UYWCD participants **Action item**
   c. 2023 Board of Directors Meeting Schedule **Action item**
   d. Board of Directors Appointments
   e. 2023 UYWCD Water Pricing **Action item**
   f. Augmentation Plan Updates
   g. Financial Audit Schedule
   h. Resolution to Approve Posting Place **Action item**
   i. Town of Oak Creek Sheriff Reservoir Contract Extension **Action item**
   j. Update on UYWCD Area in Moffat County
   k. Proposed UYWCD-CPW Stagecoach Lease **Action item**
   l. Stagecoach Routt County PUD Proposal **Action item**

(7) **2:15 PM** District Engineer Report
   a. Update on Reservoir Water Status
   b. Yamcolo USFS Special Use Permit Fee Adjustment **Action item**

(8) **3:00 PM** Public Information Updates
   a. Grants
      i. Disbursements
      ii. New Applications **Action item**

(9) **3:15 PM** Board Member Reports

(10) **3:30 PM** Report of General Counsel

(11) **3:45 PM** Pending Water Cases
   a. Water Resumes
   b. Status of Other Water Cases (Measurement Rules Protest Filing)

(12) **4:00 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**

(13) **4:05 PM** Executive Sessions:
   a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and **United States Forest Service increase in land use fees and retroactive payments**. 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 **proposed draft lease agreement with Colorado Parks & Wildlife**. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

(14) **4:15 PM** Board Actions in Regard to Executive Session

(15) **4:20 PM** Determination of Next Meeting Agenda

(16) **4:30 PM** Adjournment.

DRAFT

RECORD OF PROCEEDINGS

Vice Chairman Jones established a quorum and called the meeting to order at 10:37 AM.

Meeting Agenda. Director Redmond moved to approve the agenda. Director Halliday seconded the motion which was unanimously approved.

Executive Session. At 10:39 AM Director Redmond moved, Director Murphy seconded, and it was unanimously agreed to go into Executive Session under CRS § 24-6-402(4)(f)(l) concerning personnel matters except if the employee who is the subject of the session has requested an open meeting, or if the personnel matter involves more than one employee, all of the employees have requested an open meeting. This executive session concerns **General Manager Andy Rossi** who has not requested an open meeting. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

Board Action Regarding Executive Session. Director Redmond moved to increase General Manager Andy Rossi's 2023 annual salary by 7.7% cost of living increase and include the movement to the 75% percentile of the published salary range to an annual salary of $179,293.73 for 2023. Director Murphy seconded the motion which was unanimously approved.

Public Input and Comment. Vice Chairman Jones invited members of the public to comment on items not otherwise scheduled on the agenda. Mendi Figueroa, Water Commissioner, Division of Water Resources (DWR), provided the Board with information on their new project to get data loggers and telemetry installed on the majority of the diversion structures on the Bear River. She indicated that this project would assist in the accuracy of the records and efficiency in administering the river. Mendi will update the Board as the project evolves. Additionally, Erin Light, Division Engineer, Division of Water Resources provided an update on the current status of the measurement rules.

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

Report of General Manager.
General Manager's Report. General Manager Andy Rossi provided an update on the current and ongoing activities at the District.

Election of Officers, Determination of Committees, and Selection of industry meeting(s) UYWCD participants. Vice Chairman Jones informed the Board that the current President, Doug Monger and Vice President, Webb Jones have indicated their desire to continue in their positions for 2023. Director Sharp moved to cast a unanimous ballot for the existing slate of officers. Director Brenner seconded the motion which was unanimously approved.

The Board reviewed the list of the current Executive Committee members. Vice Chairman Jones asked if there were any other nominations for the Executive Committee. There were none. Director Brenner moved to appoint the existing Executive Committee members for calendar year 2023 that were in place in 2022 – Doug Monger, Webster Jones, Ken Brenner, Tom Sharp and John Redmond. Director Halliday seconded the motion which was unanimously approved.

The Board reviewed and discussed the Industry Meetings/Committees list. Director Brenner moved to approve the list as presented by staff. Director Redmond seconded the motion which was unanimously approved.

DRAFT

2023 Board of Directors Meeting Schedule. The Board review the proposed 2023 Board meeting schedule. Director Redmond moved to approve the 2023 Board meeting schedule as presented. Director Halliday seconded the motion which was unanimously approved.

Board of Directors Appointments. General Counsel Weiss provided an update and overview of the Board Appointment process and noted that the deadline to submit an application is February 6, 2023.

2023 UYWCD Water Pricing. General Manager Rossi reviewed the current contract pricing process. The Board reviewed the proposed pricing for new water storage contracts presented by staff. Director Sharp moved to approve the changes to the water pricing of Stagecoach Reservoir, Yamcolo Reservoir and the Elk River Augmentation Plan as recommended by staff. Director Brenner seconded the motion which was unanimously approved.

Augmentation Plan Updates. The Board reviewed the current augmentation plans contract summary document. General Manager Rossi informed the Board that the water out of Steamboat Lake for the Elk River Augmentation Plan is leased from Colorado Parks & Wildlife (CPW). The current lease, which is in effect until August 1, 2041, requires the District to pay CPW 50% of our revenues from the contracts. In addition, staff continues to review the Augmentation Water Marketing Plans and Contracts and may have some future recommendations for the Boards consideration.

Financial Audit Schedule. General Manager Rossi provided the Board with the proposed 2023 financial audit schedule.

Resolution to Approve Posting Place. The Board reviewed the proposed Resolution to Approve Posting Place. Director Brenner moved to approve the resolution as presented. Director Sharp seconded the motion which was unanimously approved.

Town of Oak Creek Sheriff Reservoir Contract Extension. General Manager Rossi provided an overview to the Board regarding the Town of Oak Creek's request to amend the UYWCD's original funding contract to extend the project completion date to January 1, 2024, due to the design process taking longer than originally estimated due to prolonged regulator agency interaction. The Board discussed. Director Redmond moved to approve the requested extension to the original contract as presented by staff. Director Halliday seconded the motion which was unanimously approved.

Update on UYWCD Area in Moffat County. General Manager Rossi provided an overview and additional information regarding the Lower Yampa River Basin Augmentation Water Supply Analysis. The Board discussed and asked that staff to keep the Board informed as the process moves forward.

Proposed UYWCD-CPW Stagecoach Lease. General Manager Rossi provided the Board with an overview of the process to date. Colorado Parks & Wildlife (CPW) representatives Craig Preston and Zach Sears gave a presentation to the Board on CPW's recommended changes to the DRAFT Lease Agreement. The Board discussed and will review further in Executive Session and provide direction to staff.

Stagecoach Routt County PUD Proposal. General Counsel Weiss provided an overview of the PUD plan for Stagecoach Reservoir. The Board discussed. Director Brenner moved to direct General Counsel Weiss and staff to prepare a PUD Plan for Board review. Director Redmond seconded the motion which was unanimously approved.

DRAFT

District Engineer Report.
Update on Reservoir Water Status. District Engineer Emily Lowell provided an update on the reservoir water status and details on the current snowpack.

Yamcolo USFS Special Use Permit Fee Adjustment. General Manager Andy Rossi noted that the discussion is focused on the rent paid on the lease in association with our special use permit for Yamcolo Reservoir and the December 2022 invoice received from the United States Forest Service (USFS). District Engineer Emily Lowell then provided the Board with more detail on the increase in land use fee and the USFS's audit that determined, due to erroneous billing by USFS, the UYWCD also owes an additional $116,438.07 to the USFS for unpaid fees dating back to 2016. District Engineer Lowell also noted that the District has engaged with outside counsel to thoroughly exam the procedures and policies used by the USFS to determine the increase in fees. USFS representative Katie Soulliere and James Statezny provided the Board with an overview of how the increase in land use fee and unpaid fees was determined. The Board discussed and will review further in Executive Session and provide direction to staff.

Public Information Updates.
Grants – Disbursements. Public Information and External Affairs Manger Holly Kirkpatrick updated the Board on grant disbursements.

Grants – New Applications. Public Information and External Affairs Manger Holly Kirkpatrick informed the Board that Friends of the Yampa is requesting $25,000 in UYWCD Community Grant Funding for the assessment and report of the second segment of the Yampa River to take place in 2023. Jenny Frithsen, Environmental Program Manager, Friends of the Yampa (FOTY), provided the Board with an overview of how the requested funds would be in the Water Education Program. The Board discussed. Director Halliday moved to table this item to no later than May 17, 2023, Board meeting to allow the Board to review FOTY's report on the middle segment of the Yampa River. Director Brenner seconded the motion which was unanimously approved.

Board Member Reports. No Board reports were presented.

Report of General Counsel. General Counsel Weiss did not have a report.

Pending Water Cases.
Water Resumes. Special Counsel Grosscup noted that there were no applications of concern to the District that were filed in Water Division 5 or Division 6.

Status of Other Water Cases. Special Counsel Grosscup provided an update on the status of the water court cases in which the District is an Applicant or Opposer and matters pending before the Utah Division of Water Resources.

New Business. Director Monger informed the Board of the Upper Colorado River Commission's System Conversation Pilot Program. The Board discussed.

Executive Sessions. At 4:22 PM Director Brenner moved, Director Murphy seconded, and it was unanimously agreed to go into Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and **United States Forest Service increase in land use fees and retroactive payments**. 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.

DRAFT

The Board further moved to go into Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to the **proposed draft lease agreement with Colorado Parks & Wildlife**. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

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

Board Action Regarding Executive Session. Director Sharp moved that, with respect to the communications and billing from the USFS regarding Yamcolo Reservoir fee obligation for 2023 and the previous 7 years, the Board authorize the engagement of Special Counsel Trout Raley to file an appeal with respect to both the existing bill for 2023 and the back billing with regard to the classification of the land as commercial in lieu of agricultural and with regard to the propriety of back dating billings to 2016 and authorize staff to pay the current year billing of $37,946.69 under protest on or before the January 31, 2023, deadline. Director Brenner seconded the motion which was unanimously approved.

Determination of Next Meeting Agenda. The agenda for the March 15, 2023, Board Meeting was reviewed. The following topics will be added the March 15, 2023, agenda:

1. Update on Stagecoach Park Lease with CPW
2. Update on the USFS proceedings
3. Scorecard project status
4. PUD document for Board review
5. Presentation by Mendi Figueroa on the data loggers and telemetry project on the Bear River

The meeting adjourned at 5:22 PM.

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

_____ Date: _____
Andy Rossi, District Secretary/Manager

STATEMENT FROM ATTORNEY REGARDING ATTORNEY-CLIENT PRIVILEGE
The undersigned Robert G. Weiss, legal counsel for the District, 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 **United States Forest Service increase in land use fees and retroactive payments** constituted a privileged attorney-client communication under CRS Section 24-6-402(4)(b).

_____ Date: _____
Robert G. Weiss, Counsel

DRAFT

CONSENT AGENDA

FINANCIAL REPORTS:
APPROVAL OF DISBURSEMENTS & BUDGET COMPARISON

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: March 15, 2023

Item: Financial Reports: February 28, 2023 Cash Disbursement Report and January 31, 2023 Budget Comparison Report.

_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The ***Cash Disbursement Report*** contains disbursements from the Upper Yampa Water Conservancy District (the District) of reconciled monthly statements. These include disbursements incurred with check and electronic payments through February 28, 2023, and credit card payments through February 3, 2023. Disbursements include operating and capital expenditures from both the 2022 and the 2023 fiscal year budgets, totaling $687,068.62.

The ***Budget Comparison Report*** includes transactions accrued up to January 31, 2023. Additional transactions for the reported period may be added as further documentation is received and processed.

II. Summary: Cash disbursements reported include *reconciled* expenditures from both 2022 year-end and 2023 year-to-date. The Budget Comparison reports *2021 final audit* and *2022 draft audit* actuals. It also includes current-year financials: budget, early year actuals and annual projections.

III. Staff Recommendation: Accept reports.

IV. Legal Issues: None

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

Attachments:

Attachment 1: Cash Disbursement Report.

Attachment 2: Budget Comparison Report.

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
10/18/2022	Steamboat Creates	District Holiday party, deposit.	450.00
11/10/2022	Nicole Seltzer	Watershed Conference, lodging expense.	373.66
11/17/2022	Friends of the Yampa	Big Snow Bash Sponsorship	1,500.00
11/17/2022	Flat Tops Ranch Supply	Facilities maintenance	46.94
11/30/2022	CMNM Colorado Mountain News Media	Union Ditch Construction Bid notice.	118.25
12/01/2022	MVB Mountain Valley Bank	December Rent	6,724.24
12/01/2022	Environmental Solutions	Water Quality Analysis, 09-07-22 through 10-07-22. Pass-through expense.	2,500.00
12/01/2022	Family Support Registry	Remittance December 2022	716.00
12/01/2022	Ron Murphy	Director fees	400.00
12/01/2022	Douglas Monger	Director fees	400.00
12/01/2022	Lyn Halliday	Director fees	400.00
12/01/2022	Jim Haskins	Director fees	400.00
12/01/2022	John Redmond	Director fees	400.00
12/01/2022	Nicole Seltzer	Director fees	400.00
12/01/2022	Tom Sharp	Director fees	400.00
12/01/2022	Hugh Webster Jones	Director fees	200.00
12/01/2022	Ken Brenner	Director fees	200.00
12/01/2022	ACE Hardware	Facilities maintenance	49.06
12/01/2022	AECOM	Yamcolo butterfly valve replacement	4,415.01
12/01/2022	All Natural of Yampa Valley Inc	Office cleaning, November 2022.	300.00
12/01/2022	CO CSDPL Property and Liab Pool	Property and Liability policy 01-01-23 to 12-31-23	28,307.00
12/01/2022	Geokon	General Maintenance YC	581.41
12/01/2022	NDS Northwest Data Services	IT Services	630.00
12/01/2022	Stagecoach State Park	2022 Stagecoach State Park Subsidy of Improvements	35,000.00
		Subtotal	**84,911.57**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
12/01/2022	CO CSDPL Property and Liab Pool	Workers Compensation Insurance policy 01-01-23 to 12-31-23	8,269.00
12/01/2022	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, November 2022.	21.64
12/02/2022	CrashPlan Code42	Monthly subscription, December services.	9.99
12/05/2022	Conoco Universal WEX	Gasoline, November 2022.	558.65
12/05/2022	Amazon	Office supplies	62.99
12/05/2022	Amazon	Board Meeting Supplies	15.18
12/06/2022	Big House Burgers	Meeting lunch	155.04
12/07/2022	Steamboat Powersports	Snowmobile ramp	749.95
12/07/2022	Staples	Office supplies	56.61
12/07/2022	Garmin	Monthly subscription, 12-06-2022 to 01-05-2023.	34.95
12/08/2022	Amazon	Office Supplies	38.98
12/09/2022	AWRA American Water ResourceCareer Ctr	Annual membership	30.00
12/12/2022	Safeway	Office Supplies	3.12
12/13/2022	NDS Northwest Data Services	IT Services. Monthly Cloud Services, November.	297.10
12/13/2022	Ken Brenner	YWG BRT and CRD, Sept 14 & 16 2022 travel expense reimbursements.	471.03
12/13/2022	CEBT	Medical, dental, vision, life, STD, LTD January 2023 coverage.	14,114.60
12/13/2022	LRE Water	Ops Dashboard services through November 25, 2022.	1,896.75
12/13/2022	Stand Creative Studio	Monthly digital marketing Services	1,450.00
12/13/2022	The Blue Cell, LLC	Functional Excercise	5,000.00
12/13/2022	Town of Oak Creek	Funding Contract, Town of Oak Creek, Sheriff Reservoir. Second distribution of funds.	20,000.00
12/13/2022	UC San Diego	Soil Moisture Study, March through September 2022 services.	4,337.41
12/13/2022	Weiss & Van Scoyk LLC	Legal services, October & November 2022. Stagecoach plan matters, price-exclusible.	974.00
12/13/2022	Wilson Water Group	Water Resource Engineering: Professional services through November 25, 2022.	1,553.75
12/13/2022	LRE Water	Morrison Creek water rights review & engineering services through October 20, 2022.	13,873.25
		Subtotal	**73,973.99**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
12/13/2022	Weiss & Van Scoyk LLC	Legal services, October & November 2022. General Matters, price-inclusible.	6,164.00
12/13/2022	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, November legal services	5,583.50
12/13/2022	State and Federal Poster	2023 State and Federal labor posters	54.89
12/13/2022	Routt County Clerk	Recording fee for YR Augmentation contract A2-015. Reception # 842725.	34.51
12/13/2022	Routt County Clerk	Recording fee for YR Augmentation contract E-A1-003. Reception # 842760	34.51
12/13/2022	Routt County Clerk	Recording fee for YR Augmentation contract E-A1-004. Reception # 842762	34.51
12/13/2022	Amazon	Office Supplies	14.35
12/14/2022	USGS	Water Quality Data Collection	50,985.00
12/16/2022	Amazon	Office Supplies	485.31
12/18/2022	Edge Communications	Services 12-06-2022 to 01-05-2023	116.58
12/19/2022	Amazon	Office Supplies	154.12
12/21/2022	CDWR CoDivision of Water Resources - WAFP	Satellite Monitoring, Morrison Creek, from Oct 1, 2022 to Sept 30, 2023	5,831.00
12/21/2022	CPW Colorado Parks & Wildlife	Reimbursement of 50% of revenues collected from annual sale of Elk River augmentation water, per contract terms.	591.61
12/21/2022	All Natural of Yampa Valley Inc	Office cleaning, December 2022.	300.00
12/21/2022	Jeffrey D Erickson, Lynx	Snow removal November 2022, Stagecoach Reservoir.	687.50
12/21/2022	NDS Northwest Data Services	Laptop Adapter	63.00
12/21/2022	NDS Northwest Data Services	IT Services	630.00
12/21/2022	CAA Community Agriculture Alliance Inc	Meeting supplies	47.23
12/22/2022	USDA Forest Service	Special Permit Irrigation Water Ditch, 2023 fiscal year	300.99
12/22/2022	YVEA	Electrical service at SC Powerhouse and shed, 11-03-2021 to 12-02-2022.	1,169.08
12/22/2022	LogMeIn LastPass	Annual software fee	150.48
12/22/2022	Adobe	Monthly subscription 12-20-2022 to 01-19-2023	118.93
12/25/2022	CenturyLink Lumen	SC Telephone, December 2022.	164.11
12/28/2022	Stevens Water Monitoring	Staff Gages	370.56
		Subtotal	**74,085.77**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
12/29/2022	Quickbooks Payroll Service	Monthly payroll	43,825.68
12/29/2022	SmartVault	Software, interphase with quickbooks	140.00
12/29/2022	Coursera	Training	60.71
12/30/2022	Internal Revenue Service	Federal Tax Liabilities, December 2022 payroll	14,415.54
12/30/2022	ICMA-457	Monthly contributions, December 2022 payroll.	5,779.03
12/30/2022	ICMA-401a	Monthly contributions, December 2022 payroll	4,574.29
12/30/2022	Google	Software expense	15.00
12/31/2022	CenturyLink Lumen	Office Telephone & Internet, 12-07-2022 to 01-06-2023.	238.80
01/01/2023	MVB Mountain Valley Bank	January 2023 Rent	6,724.24
01/02/2023	CrashPlan Code42	Monthly subscription, January 2023 services.	9.99
01/03/2023	Family Support Registry	Remittance January 2023	716.00
01/03/2023	Colorado Water Congress CWC	CWC Winter Convention Registrations	3,575.00
01/05/2023	YV Tire Pros & Express Lube	2019 Ram vehicle maintenance	1,310.34
01/05/2023	LRE Water	Professional services through November 25, 2022.	5,588.00
01/05/2023	NDS Northwest Data Services	Computers, New Server.	4,227.12
01/05/2023	Stand Creative Studio	Monthly digital marketing Services	1,450.00
01/05/2023	NDS Northwest Data Services	IT Services	315.00
01/05/2023	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, December 2022.	28.90
01/05/2023	Mailchimp	Email marketing platform, monthly subscription.	17.77
01/06/2023	Mailchimp	Email marketing platform, monthly subscription.	20.90
01/07/2023	Garmin	Monthly subscription, 01-06-2023 to 02-05-2023.	34.95
01/09/2023	NDS Northwest Data Services	Monthly MSP fee, January 2023 IT services.	1,435.00
01/09/2023	CMNM Colorado Mountain News Media	Board application public notice	54.49
01/09/2023	Safeway	Board meeting supplies	11.99
		Subtotal	**94,568.74**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
01/10/2023	CAA Community Agriculture Alliance Inc	Office Expense	400.40
01/10/2023	Amazon	Office Supplies	40.12
01/11/2023	Conoco Universal WEX	Gasoline, December 2022.	362.13
01/11/2023	Arctic Liquors	Meeting supplies	168.36
01/11/2023	Amazon	Board meeting supplies	137.35
01/13/2023	Steamboat X-Press Print & Ship	Scanning of legal documents	301.70
01/17/2023	Edge Communications	Services 01-06-2023 to 02-05-2023	119.99
01/17/2023	Safeway	Board meeting supplies	35.02
01/17/2023	Microsoft	Software subscription	27.36
01/17/2023	Kum & Go	January Board meeting supplies	6.48
01/18/2023	Colorado Mountain College	CMC Course	1,345.00
01/18/2023	Restaurant.	Board Meeting 01-18-2023, lunch.	202.26
01/18/2023	Amazon	Board meeting supplies	18.92
01/22/2023	YVEA	Electrical service at SC Powerhouse and shed, 12-03-2021 to 01-02-2023.	1,733.66
01/22/2023	Amazon	Office Supplies	283.53
01/22/2023	Adobe	Monthly subscription 01-20-2023 to 02-19-2023	118.93
01/22/2023	Colorado Water Congress CWC	CWC Winter Convention Registrations	100.00
01/22/2023	Amazon	Board meeting supplies	67.77
01/22/2023	Routt County Clerk	Recording fee for YR Augmentation contract A3-010. Reception # 843417.	49.85
01/23/2023	Catamount Ranch & Club	2023 Staff retreat, lunch.	196.80
01/23/2023	Flat Tops Ranch Supply	Facilities Maintenance	20.94
01/23/2023	ACE Hardware	Facilities maintenance	11.69
01/23/2023	CEBT	Medical, dental, vision, life, STD, LTD February 2023 coverage.	14,114.60
01/23/2023	Weiss & Van Scoyk LLC	Legal services, November & December 2022. Stagecoach, Yamcolo and General Matters, price-inclusible.	2,476.00
		Subtotal	**22,338.86**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
01/23/2023	SDA Special District Association of CO	SDA membership, 2023.	1,237.50
01/23/2023	LRE Water	Professional services through November 25, 2022.	990.00
01/23/2023	Weiss & Van Scoyk LLC	Legal services, November & December 2022. Elk River Augmentation plan matters, price-exclusible.	407.00
01/23/2023	All Natural of Yampa Valley Inc	Office cleaning, January 2022.	300.00
01/23/2023	CenturyLink Lumen	SC Telephone, January 2023.	170.54
01/26/2023	USDA Forest Service	Yamcolo special use permit 2023	37,946.69
01/26/2023	Staples	Office supplies	57.12
01/26/2023	Amazon	Board meeting supplies	49.83
01/27/2023	Colorado Judicial Branch	CO Court e-filing fees	36.00
01/27/2023	UC Boulder - Bursar's Office	John Fetcher Scholarship	5,000.00
01/27/2023	SUNY ESF College of Envronmntl Scnc n For	Course Registration, Public Relations Management for Environmental Professionals	3,233.87
01/27/2023	Hotel	Travel expense, CWC conference.	525.18
01/27/2023	SmartVault	Software, interphase with quickbooks	140.00
01/29/2023	Coursera	Training	60.71
01/30/2023	Quickbooks Payroll Service	Monthly payroll	48,103.04
01/30/2023	Colorado Department of Revenue	Quarterly payment of tax withholdings	7,173.00
01/30/2023	Rapport Inc	Yamcolo Reservoir maintenance	557.22
01/30/2023	CenturyLink Lumen	Office Telephone & Internet, 01-07-2023 to 02-06-2023.	239.40
01/30/2023	USPS	Postage	122.14
01/31/2023	Rapport Inc	Yamcolo Reservoir maintenance	282.29
02/01/2023	MVB Mountain Valley Bank	February Rent	6,724.24
02/01/2023	Family Support Registry	Remittance February 2023	716.00
02/01/2023	USPS	Postage	10.67
02/02/2023	Google	Software expense	15.00
		Subtotal	**114,097.44**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
02/03/2023	Internal Revenue Service	Federal Tax Liabilities, January 2023 payroll	17,706.02
02/03/2023	ICMA-401a	Monthly contributions, January 2023 payroll.	4,961.36
02/03/2023	ICMA-457	Monthly contributions, January 2023 payroll.	4,318.93
02/03/2023	ACE Hardware	Facilities maintenance	90.57
02/03/2023	BlueChannel, Inc.	Annual domain website registration	50.00
02/03/2023	CEBT	Medical, dental, vision, life, STD, LTD March 2023 coverage.	14,114.60
02/03/2023	USGS	22REJFACO 121 Streamgaging Stations Above and below Stagecoach Reservoir	8,087.00
02/03/2023	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, December legal services	4,230.55
02/03/2023	GMS Gray Matter Systems, LLC TMMI	GE Annual Software Renewal	2,940.88
02/03/2023	LRE Water	Proj. 21047UYCD03, WRF Hydro Analysis, services through 12-25-2022.	2,090.00
02/03/2023	LRE Water	Proj. 1612UYW04, On-Call Regulatory Support, services through 12-25-2022.	1,688.00
02/03/2023	Stand Creative Studio	Monthly digital marketing Services	1,450.00
02/03/2023	LRE Water	Proj. 21047UYCD01-22, Water Rights, services through 12-25-2022.	1,275.75
02/03/2023	GMS Gray Matter Systems, LLC TMMI	Win 911 Subscription Renewal	960.00
02/03/2023	CRWCD Co River Water Conservation Dist	Lower basin tour	838.00
02/03/2023	LRE Water	Water rights accounting	175.00
02/03/2023	ACS Advanced Copier Solutions, Inc.	Monthly copier fees, January 2023.	14.54
02/05/2023	CrashPlan Code42	Monthly subscription, February services.	9.99
02/06/2023	NDS Northwest Data Services	Computer	1,868.82
02/06/2023	Conoco Universal WEX	Gasoline, January 2023.	527.51
02/07/2023	Steamboat Creates	District Holiday party, second half payment to be paid by February 16 party.	450.00
02/13/2023	The Butler Did It, Inc	BOD Holiday Party	2,018.00
02/15/2023	Tech Data Corporation	AutoCAD License Renewal	1,232.55
02/15/2023	Ken Brenner	CWC January 2023 Conference, travel expense reimbursements.	882.72
		Subtotal	**71,980.79**

Upper Yampa Water Conservancy District
Cash Disbursement Report
February 28, 2022

Date	Name	Memo	Amount
02/15/2023	Flat Tops Ranch Supply	Facilities maintenance	25.98
02/15/2023	UC San Diego	Soil Moisture Study, October through December 2022 services.	27,743.62
02/15/2023	RCDEH Routt County Dept of Envntl Health	Ongoing regional USGS water quality monitoring - 2023	13,620.00
02/15/2023	Balcomb & Green, P.C.	Miscellaneous Matters, Diligence & Protest cases, January legal services	7,217.54
02/15/2023	Weiss & Van Scoyk LLC	Legal services, January 2023. Stagecoach, Yamcolo and General Matters, price-inclusible.	5,694.00
02/15/2023	Jeffrey D Erickson, Lynx	Snow removal December 2022, Stagecoach Reservoir.	1,950.00
02/15/2023	Weiss & Van Scoyk LLC	Legal services, January 2023. Elk River Augmentation plan matters, price-exclusible.	245.00
02/15/2023	CO CSDPL Property and Liab Pool	Workers Compensation Insurance	178.00
02/17/2023	AutoNation Buick GMC Park Meadows	2016 RAM 1500	27,026.20
02/21/2023	NDS Northwest Data Services	Monthly MSP fee, February 2023 IT services.	1,435.00
02/21/2023	Bear River Reservoir Co.	Community Grant Funding for Bear River Reservoir Co.	0.62
02/27/2023	Quickbooks Payroll Service	Monthly payroll	48,221.04
02/28/2023	Internal Revenue Service	Federal Tax Liabilities, February 2023 payroll	17,754.46
		Subtotal	**151,111.46**
		Total	**687,068.62**

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2023 BUDGET COMPARISON REPORT, AS OF JANUARY 31, 2023

	2021 ACTUALS audited	2022 ACTUALS draft audit	2023 BUDGET Approved November 16, 2022	2023 ACTUALS January 31, 2023	2023 PROJECTIONS January 31, 2023
Fund Opening Balance including Encumbered Funds	17,536,141	18,778,813	20,357,958	20,357,958	20,357,958
Encumbered Funds	5,875,302	6,133,474	6,584,922	6,584,922	6,584,922
Emergency Facilities Reserve	4,606,931	4,814,243	5,184,940	5,184,940	5,184,940
Capital Maintenance Reserve	772,752	807,526	869,706	869,706	869,706
Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734	419,734
Tabor Reserve	75,885	91,971	110,542	110,542	110,542
Capital Projects Development Fund	11,660,839	12,645,339	13,773,036	13,773,036	13,773,036
Revenues					
Facilities					
Stagecoach Reservoir					
Power Sales	58,824	81,734	193,000	7,776	193,000
Water Sales	228,487	377,941	212,127	600	212,127
Yamcolo Reservoir					
Water Sales	139,374	134,625	188,053		188,053
Stillwater Ditch & Reservoir Company	10,582	10,336	9,514		9,514
Elk River Augmentation Water Sales	1,668	4,496	777		777
Property taxes	2,719,734	2,927,507	2,696,536	72,797	2,696,536
Interest earned	15,204	327,635	505,927	72,678	505,927
Other income		1,160		2,408	
Pass through income	63,728	30,128			
revenues	**3,237,601**	**3,895,563**	**3,805,934**	**156,259**	**3,805,934**
Expenditures					
Operating					
Facilities					
Stagecoach Reservoir	435,389	572,061	652,573	52,081	652,573
Yamcolo Reservoir	131,307	115,168	166,549	52,167	166,549
Stillwater Ditch & Reservoir Company	30,100	44,401	76,640	3,792	76,640
Elk River Augmentation Plan			2,128	218	2,128
Administration	294,343	305,137	376,595	35,605	376,595
Board of Directors	52,669	66,299	106,461	10,395	106,461
External Affairs	102,876	116,362	141,277	12,297	141,277
Finance	105,482	116,033	154,488	13,209	154,488
Legal	107,172	119,044	160,114	9,650	160,114
Planning	83,816	223,887	337,133	4,076	337,133
Grants, Scholarships & Public Information	202,455	311,017	409,875	22,829	409,875
Treasurer fees	82,564	88,346	80,896	1,737	80,896
Pass through expenses	56,629	32,172			
Subtotal Operating	**1,684,802**	**2,109,928**	**2,664,729**	**218,056**	**2,664,729**
Capital					
Stagecoach Reservoir	198,921	83,876	521,500	3,901	521,500
Yamcolo Reservoir	56,411	105,019	248,250		248,250
Stillwater Ditch & Reservoir Company	54,795	17,596	250,250		250,250
Subtotal Capital	**310,127**	**206,490**	**1,020,000**	**3,901**	**1,020,000**
expenditures	**1,994,929**	**2,316,418**	**3,684,729**	**221,957**	**3,684,729**
net income (loss)	**1,242,672**	**1,579,145**	**121,205**	**-65,698**	**121,205**
Ending Fund Balance	**18,778,813**	**20,357,958**	**20,479,163**	**20,292,260**	**20,479,163**

Rev 3-1-23

REPORT OF GENERAL COUNSEL

BOARD MEMBER APPOINTMENT RECOGNITION AND REVIEW OF UYWCD BOD GOVERNANCE POLICY

BOARD COMMUNICATION FORM

March 15, 2023, Meeting

From: Bob Weiss, General Counsel

Date: March 6, 2023

Item: Legal Orientation

_____ DIRECTION
X_____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information: Directors Monger, Jones and Seltzer were re-appointed for 4-year terms ending March 8, 2027. Appointments are made by the Chief Judge. Since new Board appointments have been made we wanted to take this opportunity to provide Directors with this legal orientation describing the legal status of the District and its governing documents and summarizing several of the important State laws applicable to the District and its Board of Directors. Here is an outline of the discussion items.

I. Legal Status of the District and Governing Documents
   A. Water Conservancy Act
   B. Decree
   C. By-Laws
   D. Employee Handbook
   E. Board Governance Manual

II. Open Meetings Law
   A. All meetings must be public unless appropriate executive session provision invoked – 3 or more constitute meeting.
   B. No public meeting without 24 hours' notice
   C. Minutes must be taken, recorded and open to public inspection.
   D. Executive sessions must be taped unless attorney-client communications and attestation.
   E. Meetings via e-mail.
   F. Ex parte contacts.

III. Conflicts of Interest
   A. State Code of Ethics (personal financial interest, gift ban)
   B. Appearance of impropriety.
   C. The smell test, the gut test.
   D. When conflict exists, must step down and may not participate.
   E. Getting legal assistance.

IV. Public Records Law- CORA requests

V. SDA – public officials liability coverage, applies to "wrongful acts" such as civil rights or employment violations.

Exceptions to coverage include:

- Wanton and willful
- Bonds or taxes
- Breach of contract

II. Summary and Alternatives: N/A

III. Staff Recommendation: N/A

IV. Legal Issues: Legal issues are identified above.

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

VI. Fiscal Impact: N/A

BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: March 7, 2023

Item: Water Resumes for January/February

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

I have reviewed the water resumes of water applications filed in Water Divisions 5 and 6 in the month of January. I did not see any water court applications filed in the month of January to be of concern to the District. The February resumes for Water Divisions 5 and 6 are not available at this time.

BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: January 11, 2023

Item: Water Court Cases Update

_____ DIRECTION
X____ INFORMATION
X____ MOTION
_____ RESOLUTION

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

Case No. 20CW3019 –Diligence application filed by Public Service Company of Colorado for 52.5 cfs decreed to the Wessels Canal. PSCo has provided a settlement offer consistent with the District's prior proposal whereby the District withdraws its opposition provided the conditional water rights are subordinated to the District's most junior water rights (2015 rights of exchange). The proposed stipulation is attached and also limits use of the water right to use within the Yampa River Basin

ACTION ITEM – Approve, reject, or modify proposed stipulation.

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

Case No. 21CW3046. Tri-State's diligence application for the Craig Station Ditch and Pipeline in the amount of 15.07 cfs, conditional. No other statements of opposition were filed to the application. The Division Engineer has recommended the water right be cancelled. Tri-State has responded by arguing the Division Engineer's analysis is too simplistic and that it can and will develop the conditional water rights notwithstanding its portfolio of water rights. This case is tied to the listing of absolute portions of the same water rights owned by Tri-State on the abandonment list. Tri-State has indicated it would provide a settlement concept back to UYWCD but has yet to do so.

Case No. 21CW0023. South Routt Cemetery's application to use contract water from Yamcolo Reservoir by exchange. The Water Referee entered his Ruling of Referee without review by any of the parties. The Division Engineer subsequently commented on the proposed ruling. The Water Referee then issued a revised Ruling correcting errors in the earlier Ruling. Relevant to UYWCD, the Ruling incorporates a term to require the Applicant to have a contract with UYWCD in order to operate the right of exchange. While this process was a little unusual in that the Applicant and UYWCD did not enter a formal stipulation, staff is not recommending a protest to the Referee's Ruling as the Ruling protects UYWCD's interests in its water rights in Yamcolo Reservoir. A copy of the Ruling is attached.

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

Case No. 22CW3002 - Yamcolo Reservoir Second Filling – The District filed its application for finding of reasonable diligence or to make absolute for the Yamcolo Reservoir Second Filling water right on January 24, 2022. This water right is conditional in the amount of 7,066 acre feet. Tri State and the United States Forest Service have filed statements of opposition. We have provided Tri State with a proposed settlement concept and are awaiting a response. We received the Division Engineer's Consultation Report which raised several issues related to the various irregularities in prior decrees as well as whether there is sufficient water available to store the amount decreed to the second filling. The Division Engineer also recommends that the water right is not allowed to be used for municipal and industrial uses limiting it to irrigation, stock watering and domestic, and the right to export water be cancelled. We submitted a response to that report. A subsequent status conference is scheduled in this case for March 29, 2023.

Case No. 22CW3018 Pleasant Valley Reservoir Rights at Yamcolo Reservoir – Application to confirm that the Pleasant Valley Reservoir Rights stored in Yamcolo Reservoir have been made absolute for all decreed uses was filed in March. Tri-State has filed a statement of opposition. We have responded to the Division Engineer's consultation report which raised questions about whether the various uses had been cancelled and how power could be produced from Yamcolo Reservoir. A subsequent status conference is scheduled in this case for March 29, 2023.

Case No. 22CW3023 - Yamcolo Reservoir Objection to Abandonment – The District submitted an objection to the Division Engineer's partial listing of the "all beneficial uses" decreed to Yamcolo Reservoir First Enlargement Water Right. We met with the Division Engineer and have provided additional information in support of the protest. We have received a settlement offer that would allow the District to maintain 410 acre feet decreed to the First

Enlargement for augmentation and municipal uses, provided the District submits revised accounting for Yamcolo Reservoir within an as yet to be determined time.

ACTION ITEM – Approve, reject, or modify proposed stipulation.

Case No. 22CW3102 – Opposition to Water Measurement Rules – The State Engineer and Division Engineer for Water Division 6 submitted proposed Rules to require all water users to install measuring devices for their water facilities subject to the terms of the proposed rules. The water court approves and adopts the rules as the formal rule-making body. Statements of opposition were filed by Caerus Cross Timbers LLC/Caerus Piceance LLC, City of Fort Collins, Jackson County Water Conservancy District, Colowyo Coal Company LP, City of Steamboat Springs, and Don Johnson. The case is set for a five-day trial beginning February 26, 2024.

Case No. 22CW3107 – Diligence on Yampa River Augmentation Plan – This case requests a finding of reasonable diligence and to make absolute in part on appropriative rights of exchange used within the District's Yampa River umbrella augmentation plan. Tri-State filed a statement of opposition. There are no case management plans in place, and we are waiting for the Division Engineer's consultation report.

Case No. 22CW3108 –Little Morrison Diversion – Requests a finding of reasonable diligence on the Little Morrison Diversion and Little Morrison Diversion Alternate Point in the amount of 50 c.f.s. to deliver water from Morrison Creek into Little Morrison Creek and provide an additional source to fill Stagecoach Reservoir. Tri-State and the Margaret Hagenbuch Trust filed statements of opposition. There are no case management plans in place, and we are waiting for the Division Engineer's consultation report.

Water Horse Resources – The parties are waiting on the court's decision on motion for summary judgment.

DISTRICT COURT, WATER DIVISION NO. 6 STATE OF COLORADO Routt County Justice Center 1955 Shield Drive, Unit 200 Steamboat Springs, Colorado 80487 Telephone: (970) 879-5020	
CONCERNING THE APPLICATION FOR WATER RIGHTS OF: **PUBLIC SERVICE COMPANY OF COLORADO, A COLORADO CORPORATION** IN ROUTT AND MOFFAT COUNTIES.	**▲ COURT USE ONLY ▲**
Attorneys for Applicant, Public Service Company of Colorado, a Colorado Corporation: Carolyn F. Burr, #25978 James M. Noble, #36716 Jens Jensen, #47471 Kyle B. Howe, #58122 WELBORN SULLIVAN MECK & TOOLEY, P.C. 1401 Lawrence Street, Suite 1800 Denver, Colorado 80202 Telephone: (303) 830-2500 Facsimile: (303) 832-2366 E-mail: cburr@wsmtlaw.com jnoble@wsmtlaw.com jjensen@wsmtlaw.com khowe@wsmtlaw.com	**Case No. 2020CW3019** **(09CW32; 01CW91)**
Attorneys for Opposer, Upper Yampa Water Conservancy District: BALCOMB & GREEN, P.C. Scott Grosscup, #35817 P. O. Drawer 790 Glenwood Springs, Colorado 81602 Telephone: (970) 945-6546 Facsimile: (970) 945-8902 E-mail: sgrosscup@balcombgreen.com	
STIPULATION BETWEEN PUBLIC SERVICE COMPANY OF COLORADO AND UPPER YAMPA WATER CONSERVANCY DISTRICT	

Public Service Company of Colorado, a Colorado Corporation, ("Applicant") and Upper Yampa Water Conservancy District ("Opposer"), by and through their undersigned attorneys, hereby stipulate and agree as follows:

1. Any decree entered in this case shall contain a perpetual limitation on the currently conditional portion of the water rights in this case that Applicant or any successor owner of such conditional water rights, if made absolute by decree in the future, will not place a call for water to satisfy the currently conditional portion of the water rights at issue in this case if doing so would cause curtailment of any water right equal or senior to January 1, 2016, and the Division Engineer for Water Division No. 6 shall disregard any call by Applicant or any successor owner that would cause a violation of this limitation. In other words, the portion of the conditional water rights at issue that are owned by PSCo that remain conditional at the time of this Stipulation shall, if made absolute by decree in the future, shall be used and administered as if all such portions were the most junior right with a priority date of January 1, 2016. If in the future the Yampa River is subjected to administration by the Division Engineer as a result of a call for water by any water right with priority senior to January 1, 2016, all of the currently conditional portion of the water rights in this case shall be entirely curtailed before any curtailment is made of any water right whose priority is equal or senior to January 1, 2016.

2. Water diverted from the Yampa River and/or its tributaries pursuant to the currently conditional portion of the water rights in this case, if made absolute by decree in the future, shall be placed to beneficial uses only within the Yampa River basin, and no water diverted under such conditional portion of the water rights in this case shall ever be exported or transported for use or delivery outside of the Yampa River basin.

3. Opposer shall not oppose entry of a decree in this case that contains the above limitations in paragraphs 1 and 2 and such other terms and condition as are no less restrictive upon Applicant, and no less protective of Opposer, than those contained in the draft decree provided on May 7, 2021 in this matter.

4. This stipulation shall be binding on the parties and their successors and assigns. Nothing in this stipulation shall impede or limit or restrict Opposer from appearing in and opposing any future application by Applicant or the owner of the currently conditional portion of the water rights in this case for due diligence on or to take absolute any of such water rights.

5. Opposer agrees to limit its participation in this case to ensuring that the decree which is ultimately entered is in conformity with the provisions of this Stipulation.

6. This Stipulation is entered into by way of compromise and settlement of this litigation, and any agreement by the Upper Yampa Water Conservancy District not to oppose entry of a decree containing the above stated terms and conditions shall not be

construed as an agreement to any specific finding of fact, conclusion of law, or specific engineering methodologies or administrative practices in future cases.

7. Each party shall bear their own costs and attorney fees related to this case.

8. PSCo shall file a motion to approve this stipulation with the Water Court. By this Stipulation, Opposer consents to such motion. Once approved, this Stipulation shall be enforceable by the Parties either as an agreement or as an order of the Water Court.

DATED this ___ day of January 2023.

WELBORN SULLIVAN MECK & TOOLEY,
P.C.

By:_____
Carolyn F. Burr, #25978
James M. Noble, #36716
Jens Jensen, #47471
Kyle B. Howe, #58122

ATTORNEYS FOR APPLICANT,
PUBLIC SERVICE COMPANY OF
COLORADO, A COLORADO
CORPORATION

BALCOMB & GREEN, P.C.

By:_____
Scott Grosscup, #35817

ATTORNEY FOR OPPOSER UPPER
YAMPA WATER CONSERVANCY
DISTRICT

DISTRICT COURT, WATER DIVISION 6, COLORADO Court Address: 1955 Shield Drive, Suite 200 Steamboat Springs, CO 80487	DATE FILED: February 17, 2023 9:52 AM CASE NUMBER: 2021CW23
CONCERNING THE WATER APPLICATION OF: **SOUTH ROUTT CEMETERY DISTRICT** In Routt County, Colorado	**▲COURT USE ONLY▲** Case Number: 21CW23
FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE AND DECREE OF THE WATER COURT	

The Applicant, South Routt Cemetery District, filed this Application on December 20, 2021, (Application") and the Water Judge referred it to the Water Referee for Water Division 6, State of Colorado, in accordance with C.R.S. § 37-92-101, *et seq.*, known as the Water Right Determination and Administration Act of 1969.

The undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the application are true, and having been fully advised of the subject matter of the application, does hereby make the following determination and Ruling as the Referee in this matter:

FINDINGS OF FACT

1. The statements in the Application are true, except as may be otherwise stated herein.

2. Names and Address of the Applicant(s):

   South Routt Cemetery District
   POB 364
   Yampa, CO 80483

3. Notice. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by C.R.S. § 37-92-302.

4. Opposers. The Upper Yampa Water Conservancy District (Opposer) filed a statement of opposition in this case. A stipulation has not been entered between Applicant and Opposer but the Applicant during the November 15, 2022 status conference indicated they would not protest a favorable ruling so long as it included a term that the appropriative right of exchange cannot operate unless the Applicant has a valid and effective Yamcolo Reservoir storage contract. Such a term is acceptable to the Applicant

and is included herein. The time for filing such statements of opposition or motions has expired.

5. Report of the Division Engineer. This Court has given due consideration to the Division Engineer's Summary of Consultation dated September 26, 2022 and the Applicant's response dated November 8, 2022.

6. Structure and Water Right for which Exchange Operates:

In Case No. W0962-76, the Division 6 Water Court decreed an absolute surface water right to South Routt Cemetery Pump in the amount of 1.0 cfs for irrigation of the cemetery. The source of water is Watson Creek, tributary to the Yampa (Bear) River. Per the application filed in this case, the number of acres irrigated and proposed to be irrigated is 10 acres. The South Routt Cemetery currently comprises two parcels of land; one of which is 4.1133 acres and the other 2.121 acres, for a total of 6.2343 acres not all of which is irrigable.

6. Replacement Water Source:

South Routt Cemetery District has a contract for 50 acre feet with the Yamcolo Irrigators Association, Inc. The Yamcolo Irrigators Association, Inc. contracts with the Upper Yampa Water Conservancy District for water in Yamcolo Reservoir which is released to the Bear River.

7. Conditional Right of Exchange: Applicant claims a conditional appropriative right of exchange in order to replace out-of-priority diversions from the South Routt Cemetery Pump. The Exhibit attached hereto shows the location of the point of diversion and the exchange reach. Applicant's appropriative right of exchange consists of the following components:

A. Downstream Terminus of the Exchange Reach: The exchange from point is on the Yampa River at the confluence of Watson Creek and the Yampa River. The UTM coordinates for this point are NAD 83, Zone 13, Easting: 336747, Northing: 4450218, which is in the NW ¼ of the SW ¼ of Section 34, Township 3 North, Range 85 West, 6th P.M.

B. Upstream Terminus of the Exchange Reach: The South Routt Cemetery Pump. The UTM coordinates for this point are NAD 83, Zone 13, Easting: 336413, Northing: 4449566, which is in the SW ¼ of the SW ¼ of Section 34, Township 3 North, Range 85 West, 6th P.M.

C. Exchange rate: Up to 1.0 cubic feet per second ("c.f.s.").

D. Date of appropriation: December 2, 2021.

E. Uses: Irrigation of up to 10 acres at the South Routt Cemetery located at 17933 Routt County Road 21.

8. Terms and Conditions:

A. Accounting Requirements: The Applicant shall file an annual report with the Division Engineer by November 15th following each water administration year (November 1 through October 31), or at more frequent intervals if required by the Division Engineer, summarizing diversions and replacements under this exchange. The report shall be in a form acceptable to the Division Engineer.

B. Subject to Yamcolo Reservoir Supply: The exchange may not operate unless the Applicant has a valid and effective Yamcolo storage contract.

C. Measurement: The Applicant shall install measuring devices, provide accounting as required by the Division Engineer.

D. Notice to the Division Engineer: The Applicant shall provide notice to the Division Engineer prior to operation of the exchange decreed herein.

CONCLUSIONS OF LAW

9. To the extent they constitute legal conclusions; the foregoing Findings of Fact are incorporated herein.

10. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear, even though they did not do so.

11. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101–602.

12. Applicant(s) have fulfilled all legal requirements for a decree for the requested appropriative right of exchange.

RULING OF THE REFEREE

13. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference and are hereby modified as necessary to constitute part of the Ruling and Final Judgment and Decree.

14. The request for approval of the conditional appropriative right of exchange described above is hereby GRANTED subject to the terms and conditions contained herein.

15. Upon entry by the Water Court, this Decree will be administrable by the Division Engineer for Water Division 6 and can be operated without causing injury to the owners or users of vested water rights or decreed conditional water rights.

16. Should the Applicant desire to maintain the conditional water right granted herein, an Application for Finding of Reasonable Diligence shall be filed in the same month six years from the date of the water judge's order, unless a determination has been made prior to that date that such conditional rights have been made absolute by reason of the completion of the appropriation or are otherwise so disposed.

17. Pursuant to Rule 9 of the Uniform Local Rules for All State Water Court Divisions, upon the sale or other transfer of the conditional water rights decreed herein, the transferee shall file with the Division 6 Water Court a notice of transfer which shall state:

    A. The title and case number of this Case No. 21CW23;

    B. The description of the conditional water right transferred;

    C. The name of the transferor;

    D. The name and mailing address of the transferee; and

    E. A copy of the recorded deed.

The owner of said conditional water rights shall also notify the Clerk of the Division 6 Water Court of any change in mailing address. The Clerk shall place any notice of transfer or change of address in the case file of this Case No.21CW23 and in the case file (if any) in which the Court first made a finding of reasonable diligence.

A copy of the Ruling shall be filed with the Division Engineer for Water Division No. 6 and with the State Engineer.

It is further ORDERED that this Ruling shall be filed with the Water Clerk, subject to judicial review.

Dated: February 17, 2023.

/s Daniel R. Birch
Water Referee, Division 6, Water Court

DECREE OF THE WATER COURT

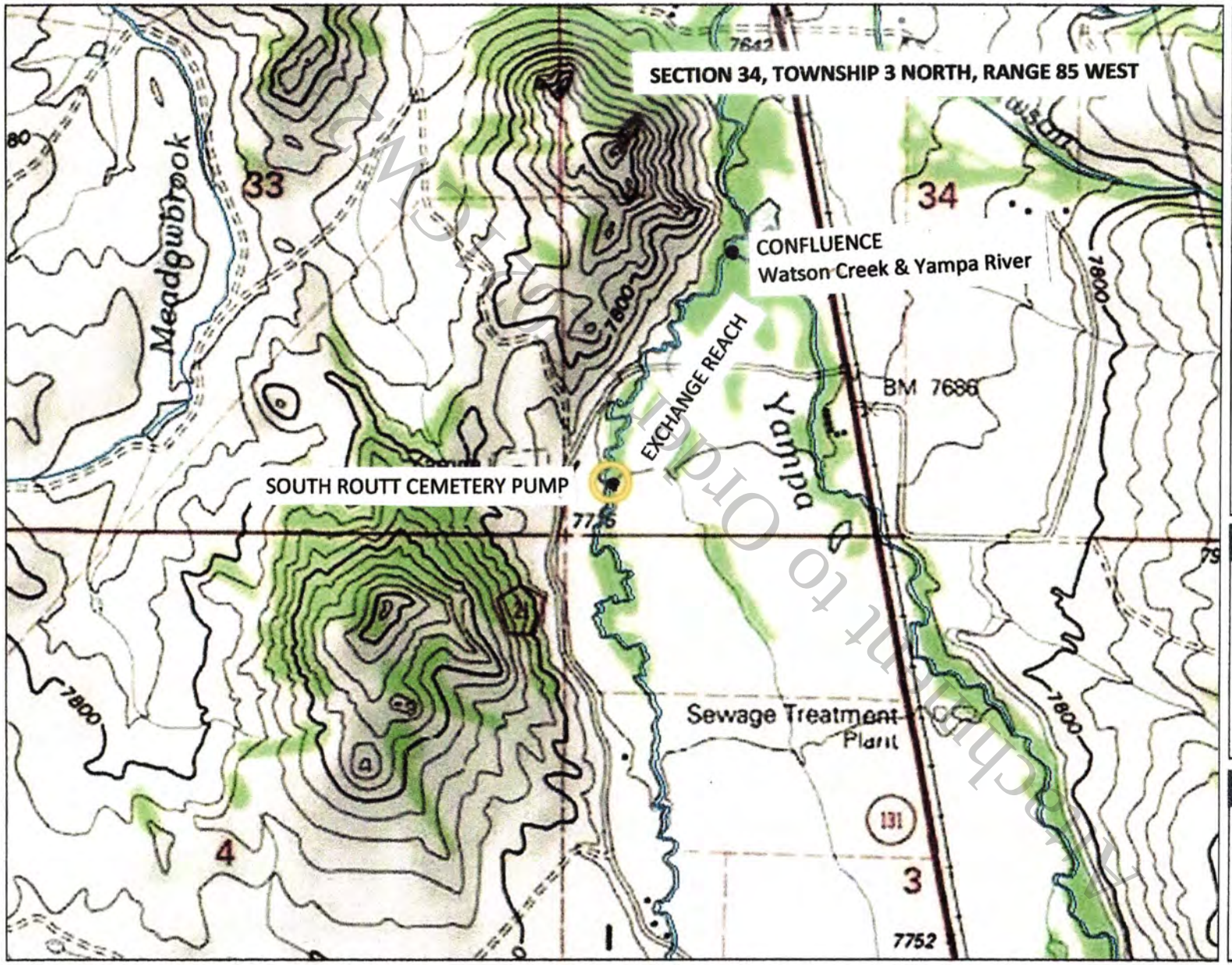
No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is hereby made a Decree of this Court.

Dated:_____.

_____
Water Judge

COLORADO'S
Decision Support Systems
CWCB / DWR

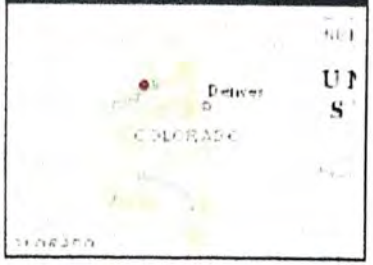
Map Viewer



Legend

- Confluence Point
- Source Water Route Framewo

Location



Notes

SOUTH ROUTT CEMETERY PUMP
SW SW Section 34, Township 3 North, Range 85 West, 6th PM
UTM NAD 83, Zone 13, Easting 336413, Northing 4449566

2,339 0 1,169 2,339 Feet

1: 14,032

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information.

Date Prepared: 12/28/2021 12:11:28 PM

DISTRICT COURT, WATER DIVISION NO. 6, COLORADO 1955 Shields Drive, Suite 200 Steamboat Springs, CO 80477 **CONCERNING THE PROTEST OF** **UPPER YAMPA WATER CONSERVACY DISTRICT** **TO FINAL ABANDONMENT LIST OF WATER RIGHTS INVOLVING WATER RIGHTS** **IN ROUTT COUNTY, COLORADO**	
	Case No. 22CW3023 Reference Case No. 21CW3048

STIPULATION AND AGREEMENT BETWEEN UPPER YAMPA WATER CONSERVANCY DISTRICT AND THE STATE ENGINEER AND DIVISION ENGINEER FOR WATER DIVISION NO. 6 ("STIPULATION AND AGREEMENT")

Protestor Upper Yampa Water Conservancy District ("Protestor" or "Upper Yampa") and the State Engineer and the Division Engineer for Water Division No. 6 (together the "Engineers") hereby stipulate and agree as follows:

1. Pursuant to the procedures set forth in section 37-92-401(4), C.R.S., the Division Engineer for Water Division No. 6 prepared the 2020 Final Revised Abandonment List for Water Division No. 6 (the "Final Revised Abandonment List"), which is the subject of Case No. 21CW3048 in Water Division No. 6 in the State of Colorado.

2. The Final Revised Abandonment List included the following water right for Yamcolo Reservoir, as decreed by the District Court for Water Division No. 6 in Case No. 80CW175 ("Yamcolo Reservoir, First Enlargement Water Right"):

Structure Name	Water Source	Decreed Amount	Amounts and Uses Listed for Abandon-ment	Adjudication Date	Appropriation Date	WDID[1]
Yamcolo Reservoir	Bear River	1000.000 a.f.	410.900 a.f., All decreed uses	12/31/1980	09/04/1951	5804240

3. The Yamcolo Reservoir, First Enlargement Water Right is decreed for water storage, irrigation, domestic, industrial, and all other beneficial uses.

4. The Yamcolo Reservoir, First Enlargement Water Right is one of several water rights decreed to be stored in Yamcolo Reservoir.

5. Protestor represents that it is the current owner of the entire Yamcolo Reservoir, First Enlargement Water Right. The Engineers take no position on Protestor's claim of ownership, but for the purpose of this Stipulation and Agreement, the Engineers acknowledge and rely on Protestor's representation.

6. On April 14, 2022, Protestor timely filed a Protest to the Final Revised Abandonment List ("Protest"), contesting the inclusion of the Yamcolo Reservoir, First Enlargement Water Right on the list. The Protest was bifurcated by the Court with a separate case number, Case No. 22CW3023, in accordance with Rule 12 of the Uniform Local Rules for All State Water Court Divisions ("Uniform Local Rules").

7. On August 21, 2022, the Yampa Project Participants ("Yampa Participants") and Tri-State Generation and Transmissions Association, Inc. ("Tri-State"), timely filed an entry of appearance in Case No. 22CW3023 supporting the inclusion of the Yamcolo Reservoir, First Enlargement Water Right on the Final Revised Abandonment List pursuant to section 37-92-401(6), C.R.S. ("Entry of Appearance").

8. Under Rule 12(e) of the Uniform Local Rules, any person who may have been affected by the subject matter of a protest or by any ruling thereon and desiring to participate in any hearing pursuant to section 37-92-401(6), C.R.S., was required to file an entry of appearance by August 31, 2022. No entries of appearance other than the Yampa Participants' and Tri-State's Entry of Appearance were filed by this deadline, and no entries of appearance other than the Yampa Participants' and Tri-State's Entry of Appearance are identified on the

[1] The WDID number represents the water district (WD) and the identification number (ID) assigned to a structure or water right within that water district.

Colorado Court's e-filing records for Case No. 22CW3023, as of the date of this Stipulation and Agreement.

9. On September 1, 2022, the Yampa Participants and Tri-State withdrew their Entry of Appearance.

10. As memorialized by the terms of this Stipulation and Agreement, Protestor and the Engineers desire to resolve the issues raised by Case Nos. 22CW3023 and 21CW3048 regarding the Engineers' inclusion of the Yamcolo Reservoir, First Enlargement Water Right on the Final Revised Abandonment List and Protestor's Protest thereto.

11. Based on the above recitals and the ongoing dispute regarding inclusion of the Yamcolo Reservoir, First Enlargement Water Right on the Final Revised Abandonment List and for good and valuable consideration, the sufficiency of which being hereby acknowledged, the Parties agree to compromise and settle their dispute based on the following terms and conditions:

a. The decreed municipal and augmentation uses[2] of the 410.900 a.f. portion of the Yamcolo Reservoir, First Enlargement Water Right identified on the Final Revised Abandonment List as being abandoned ("Listed Portion") will be removed from the final abandonment decree to be entered in Case No. 21CW3048, and the Listed Portion shall remain in full force and effect for municipal use and augmentation use.

b. All decreed uses of the Listed Portion other than municipal use and augmentation use shall be included in the final abandonment decree to be entered in Case No. 21CW3048, and the Listed Portion shall be abandoned for all decreed uses except municipal use and augmentation use.

c. The 589.100 a.f. portion of the Yamcolo Reservoir, First Enlargement Water Right not identified on the Final Revised Abandonment List as being abandoned shall remain in full force and effect for all decreed uses.

d. With respect to the "decreed amount," "abandon amount," "remaining amount," and "abandon decreed uses," categories, the Yamcolo Reservoir, First Enlargement Water Right will appear in the final

[2] As a matter of settlement and compromise under the specific legal and factual circumstances of this matter, the Engineers agree that municipal use and augmentation use are included under the category of "all other beneficial uses," for which the Yamcolo Reservoir, First Enlargement Water Right is decreed.

abandonment decree to be entered in Case No. 21CW3048 as follows: (i) Decreed Amount: 1000.000; (ii) Abandon Amount: 410.9000; (iii) Remaining Amount: 1000.000; (iv) Abandon Decreed Uses: ALL DECREED USES EXCEPT MUN, AUG.

e. Protestor agrees to develop and submit to the Division Engineer revised accounting for Yamcolo Reservoir that tracks all water diverted to storage in Yamcolo Reservoir, all water held in storage in Yamcolo Reservoir, and all water released from Yamcolo Reservoir by water right and decreed beneficial use ("Revised Accounting").

f. Protestor agrees that until it develops and submits Revised Accounting to the Division Engineer, the Listed Portion may not and shall not be stored in Yamcolo Reservoir.

g. The Engineers shall file a motion with the Court requesting the entry of an order approving this Stipulation and Agreement as an order of the Court and certifying the Court's order as a final judgment under C.R.C.P. 54(b). Protestor consents to such a motion.

h. Upon the Court's approval of this Stipulation and Agreement, the proposed judgment and decree to be tendered by the Engineers in Case No. 21CW3048 shall not list the decreed municipal and augmentation uses of the Listed Portion as abandoned.

i. Upon the Court's approval of this Stipulation and Agreement, the proposed judgment and decree to be tendered by the Engineers in Case No. 21CW3048 shall list all decreed uses of the Listed Portion other than municipal use and augmentation use as abandoned.

12. This Stipulation and Agreement shall become a binding agreement effective upon the Court's approval. If the Court does not approve this Stipulation and Agreement, the Parties will be deemed to have not reached an agreement regarding the proposed abandonment of the Yamcolo Reservoir, First Enlargement Water Right. If the Court does approve this Stipulation and Agreement, the Parties agree that the Stipulation and Agreement shall be enforceable as an order of the Court, in addition to being a binding contractual agreement amongst the Parties enforceable in any court of competent jurisdiction, and the Court will retain its authority to enforce the terms of this Stipulation and Agreement as an order of the Court.

13. The Engineers have statutory duties to administer, distribute, and regulate the waters of the state. The State Engineer may adopt rules and

regulations to assist in the administration, distribution, and regulation of the waters of the state in accordance with the constitution of the State of Colorado, the provisions of article 92 of title 37 (The Water Right Determination and Administration Act of 1969), and other applicable laws. Protestor agrees that, in addition to being subject to all terms in this Stipulation and Agreement, it is subject to and shall abide by all valid and applicable existing and future rules and regulations adopted by the State Engineer.

14. The Engineers shall administer the diversion and beneficial use of water pursuant to sections 37-92-501 and -502, C.R.S., including, without limitation, by ordering the submission and/or revision of accounting that tracks the diversion and beneficial use of water where doing so is necessary to administer, distribute, and regulate the waters of the state in accordance with the constitution of the state of Colorado, Title 37 Article 92 of the Colorado Revised Statutes, and other applicable laws, and written instructions and orders of the State Engineer in conformity with such constitution and laws. The Parties agree that nothing in this Stipulation and Agreement alters the State Engineer's or Division Engineer's legal or administrative authority or constitutes an agreement not to exercise State Engineer's or Division Engineer's legal or administrative authority.

15. Each Party has reviewed and participated in the drafting of the terms of this Stipulation and Agreement.

16. This Stipulation and Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

17. Each Party shall bear its own costs and attorney fees related to Case No. 22CW3023 and Case No. 21CW3048.

18. This Stipulation and Agreement shall inure to the benefit of and be binding on the Parties and their heirs, executors, administrators, assigns, and successors in interest.

Erin Light, P.E.
Division Engineer for Water
Division No. 6
Date: _____

_____,
Authorized Agent
Upper Yampa Water
Conservancy District
Date:
_____

Kevin Rein, P.E.
State Engineer for the State of Colorado
Date: _____

As to Form:

PHILIP J. WEISER
Attorney General
Filed pursuant to C.R.C.P. Rule 121 § 1-26.

REBECCA L. CROTTY, #21809*
Assistant Attorney General
WILLIAM D. DAVIDSON, #49099*
Assistant Attorney General
Water Resources Unit; Natural Resources and Environment Section
Attorneys for the State and Division Engineers
*Counsel of Record
Date: _____

_____

BALCOMB & GREEN, P.C.
SCOTT GROSSCUP, #35871
Post Office Drawer 790
Glenwood Springs, CO 81602
Attorney for the Protestor Upper Yampa Water Conservancy District
Date: _____

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Andy Rossi

Date: 03/15/23

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

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_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

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

II. Summary and Alternatives:

The 2023 irrigation season is just a few months away in the Yampa River Basin. Agricultural storage volumes in Yamcolo Reservoir were mostly exhausted in 2022 and the use of Stagecoach Reservoir storage releases for flow maintenance resulted in a challenging scenario for reservoir refills in 2023. Accordingly, the UYWCD staff have been maximizing the few winter storage opportunities we've seen at UYWCD facilities. The steady development of Yampa Basin snowpack continues to increase the probability of fully recovering both Yamcolo and Stagecoach reservoir storage levels.

Presented below is a summary of the water resources management activities the UYWCD has been involved in. Many of the items included in this communication will be discussed during the 03/15/23 meeting and/or future meetings in 2023.

Much of the content and discussion for the March 15, 2023 UYWCD BOD meeting will focus on Stagecoach Reservoir and State Park management topics. If you have any further questions about any of the items included in this communication please contact Andy Rossi, UYWCD General Manager, for additional details.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

UYWCD Water Resources Management Activities: Early Spring 2023

Storage Season Facilities Operations

- Stagecoach Reservoir Operations
  - Stagecoach Reservoir operations are focused on retaining as much storable volume as possible. Minor storage volumes have been retained in the winter months. Stagecoach Reservoir water status is presented as Agenda item 10 a.

- Yamcolo Reservoir Operations
  - Yamcolo Reservoir storage volume has been slowly, but steadily increasing over the winter months. Yamcolo Reservoir water status is presented as Agenda item 10 a.

Other UYWCD Projects and Water Resources Activities

- Water Supply Infrastructure
  - The UYWCD Operations Data Dashboard has been deployed in a beta/testing version. The UYWCD staff will begin using the dashboard as a tool in facilities management for runoff season. We will provide a live demonstration of the dashboard tool at a future UYWCD BOD meeting.
  - The USFS issued a decision letter regarding the Yamcolo SUP Land Use Fee. The letter will be presented for review by District Engineer Lowell as Agenda item 10 b. With this matter resolved, the UYWCD staff will re-engage with the USFS on other Bear River area concerns.
  - The first phase of the Little Morrison Creek Diversion project analysis is complete. LRE delivered the final report for this analysis in February 2023, indicating an estimated project firm (minimum) yield of 3,982 AF. The UYWCD and LRE will continue project analysis with the following steps to be completed in 2023:
    - Complete full integration of the Little Morrison Creek Diversion into StateMod by routing the modelled diversions to Stagecoach Reservoir as a firming source. The updated model will include updated storage account volumes and new mechanisms for releases under the CWT-CWCB Contract.
    - Analyze the potential for maximizing Hydropower generation with Stagecoach releases augmented by the potential new diversion inflows.
  - Basin-Wide Infrastructure and Other Technical Efforts
    - The Yampa Basin Soil Moisture Monitoring Network project is near an important decision point on critical grant funding requests that could allow for the full build out of the network in the next few years. The UYWCD and CRD

have already committed to funding portions of the project costs. Additionally, the CWCB staff have recommended that the CWCB BOD vote to fund a full grant request for the project. The CWCB BOD is scheduled to consider the project funding on 03/16/23.

- The UYWCD staff, LRE, and researchers from the Scripps Institute have been exploring the feasibility of adapting the WRF Hydro forecasting model to the Yampa Basin for use in stream flow forecasting and potential StateMod derived seasonal water use forecasting.
- The UYWCD staff have requested a proposal from the USGS for the expansion of the SnowModel snow data coverage tool extension to the Yampa Basin. We expect a proposal from the USGS staff in early May 2023.

Staff Tenure Recognition

The UYWCD would like to take the opportunity to recognize Karina Craig and Eddie Rogers for their tenure with the UYWCD. Karina has been with the UYWCD since 2010 and is now in her 13th year with the organization. Eddie Rogers started with the UYWCD in 2016 and is now in his 7th year with the organization.

Both Karina and Eddie have been important and integral to the UYWCD's success. Their hard work and dedication to keeping the UYWCD organizational assets and facilities running smoothly are greatly appreciated. Please join us in congratulating Karina and Eddie on their continued commitment to the UYWCD.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: March 15, 2023

Item: **2022 Fiscal Year (FY) Financial Audit Schedule**

_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

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

In the year 2020 the UYWCD sought proposals and engaged services from Watson Coon Ryan LLC (Watson Coon Ryan). The UYWCD's 2020 and 2021 financial books were successfully audited. At the UYWCD Board of Directors Meeting on September 22, 2022 the UYWCD Board of Directors (BOD) chose to reengage services from Watson Coon Ryan, to carry out the 2022 FY audit. An audit schedule was subsequently proposed and established.

The approved 2022 FY Audit Schedule is being adhered to, as follows:

- February 7, 2023, kick-off meeting with Auditor.
- February 2023, field work.
- March 3, 2023, initial draft released for Finance Manager's review.
- March 16, 2023, review of *preliminary draft* with auditor and directors, if needed.
- April 10th or May 8th, *final draft* released for Directors' review.
- April 19th or May 17th *final draft* presented by Auditor.

The preliminary audit draft is currently being reviewed by the UYWCD Finance Manager. No adjustments to the financial records were requested by the auditor.

II. Summary and Alternatives: None.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation: Accept the update provided above. If interested in participating in the *review of preliminary audit draft with auditor*, please coordinate with the Finance Manager.

IV. Legal Issues: None.

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

Attachments: None.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: March 15, 2023

Item: Upper Yampa Water Conservancy District Certificates

_____ DIRECTION
__X__ INFORMATION
__X__ MOTION
__X__ RESOLUTION

I. Request/Issue and Background Information:

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

On May 18, 2022 and July 20, 2022 the District Board approved certain adjustments to the District's CD portfolio and transactional accounts, resulting in increased FDIC insurance coverage to the District's deposits, larger capability to capture improving deposit yields, added support to local banking institutions, stronger fraud prevention and increased transactional security.

The attached Flow Chart provides an update on the progress of individual tasks as of February 28, 2023. Individual tasks for the 2022 Fiscal Year (FY) were completed as planned.

Approved and planned 2023 FY tasks are:

- Closure of Bank of the West (BotW) CD, $643,035.91.
- Opening of CD at Alpine Bank, with a $100,000.00 deposit.
- Transfer of remaining $543,035.91 from BotW to UYWCD Colotrust investment account.

The transactions above will be carried out following the maturity of the Certificate of Deposit at BotW. The CD matures on April 12, 2023.

A resolution for the opening of a Certificate of Deposit at Alpine Bank is attached.

III. Staff Recommendation:

Approve attached resolution as proposed.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

IV. Legal Issues:

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

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

Attachments:
Attachment 1: February 28, 2023, update; Flowchart & Table 1.
Attachment 2: Resolution No. 2023-2; Resolution Authorizing Certain Bank Accounts and Setting Forth Matters Pertaining Thereto

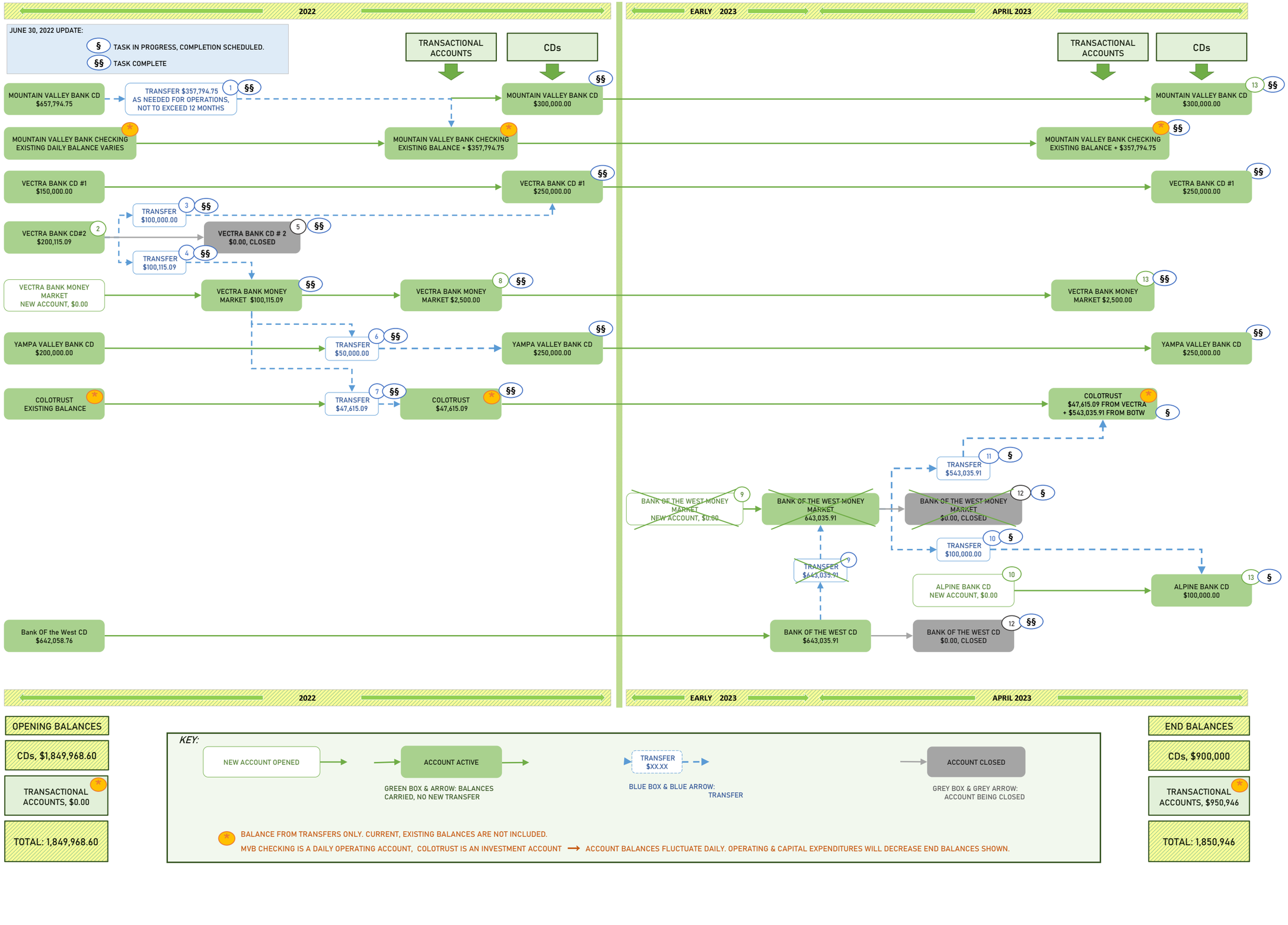

2022
EARLY 2023
APRIL 2023
JUNE 30, 2022 UPDATE:
§ TASK IN PROGRESS, COMPLETION SCHEDULED.
§§ TASK COMPLETE
TRANSACTIONAL ACCOUNTS
CDs
MOUNTAIN VALLEY BANK CD $657,794.75
TRANSFER $357,794.75 AS NEEDED FOR OPERATIONS, NOT TO EXCEED 12 MONTHS
MOUNTAIN VALLEY BANK CD $300,000.00
MOUNTAIN VALLEY BANK CHECKING EXISTING DAILY BALANCE VARIES
MOUNTAIN VALLEY BANK CHECKING EXISTING BALANCE + $357,794.75
VECTRA BANK CD #1 $150,000.00
VECTRA BANK CD #1 $250,000.00
VECTRA BANK CD#2 $200,115.09
TRANSFER $100,000.00
TRANSFER $100,115.09
VECTRA BANK CD # 2 $0.00, CLOSED
VECTRA BANK MONEY MARKET NEW ACCOUNT, $0.00
VECTRA BANK MONEY MARKET $100,115.09
VECTRA BANK MONEY MARKET $2,500.00
YAMPA VALLEY BANK CD $200,000.00
TRANSFER $50,000.00
YAMPA VALLEY BANK CD $250,000.00
COLOTRUST EXISTING BALANCE
TRANSFER $47,615.09
COLOTRUST $47,615.09
COLOTRUST $47,615.09 FROM VECTRA + $543,035.91 FROM BOTW
TRANSFER $543,035.91
BANK OF THE WEST MONEY MARKET NEW ACCOUNT, $0.00
BANK OF THE WEST MONEY MARKET 643,035.91
BANK OF THE WEST MONEY MARKET $0.00, CLOSED
TRANSFER $643,035.91
TRANSFER $100,000.00
ALPINE BANK CD NEW ACCOUNT, $0.00
ALPINE BANK CD $100,000.00
Bank OF the West CD $642,058.76
BANK OF THE WEST CD $643,035.91
BANK OF THE WEST CD $0.00, CLOSED
OPENING BALANCES
CDs, $1,849,968.60
TRANSACTIONAL ACCOUNTS, $0.00
TOTAL: 1,849,968.60
KEY:
NEW ACCOUNT OPENED
ACCOUNT ACTIVE
GREEN BOX & ARROW: BALANCES CARRIED, NO NEW TRANSFER
TRANSFER $XX.XX
BLUE BOX & BLUE ARROW: TRANSFER
ACCOUNT CLOSED
GREY BOX & GREY ARROW: ACCOUNT BEING CLOSED
BALANCE FROM TRANSFERS ONLY. CURRENT, EXISTING BALANCES ARE NOT INCLUDED.
MVB CHECKING IS A DAILY OPERATING ACCOUNT, COLOTRUST IS AN INVESTMENT ACCOUNT → ACCOUNT BALANCES FLUCTUATE DAILY. OPERATING & CAPITAL EXPENDITURES WILL DECREASE END BALANCES SHOWN.
END BALANCES
CDs, $900,000
TRANSACTIONAL ACCOUNTS, $950,946
TOTAL: 1,850,946

Table 1

CD Adjustments; February 28, 2023 update on task completion: *§: Task in progress, scheduled.* *§§: Task complete*

Bank Name	Current Balance		Withdrawal, June 2022	Deposit, June 2022	Proposed Balance, June 2022		Withdrawal, April 2023	Deposit, April 2023	Proposed Balance, April 2023	
Existing CDs										
Mountain Valley Bank	$657,794.75		($357,794.75) (1)		$300,000.00	(1)			$300,000.00	(13)
Vectra Bank, CD #1	$150,000.00			$100,000.00 (3)	$250,000.00	(3)			$250,000.00	
Vectra Bank, CD #2	$200,115.09	(2)	($200,115.09) (3§ 4)		$0.00	(5)				
Yampa Valley Bank	$200,000.00			$50,000.00 (6)	$250,000.00	(6)			$250,000.00	
Bank of the West	$642,058.76				$642,058.76		($643,035.91) (9)		$0.00	(12)
Subtotal	**$1,849,968.60**	(0)	**($557,909.84)**	**$150,000.00**	**$1,442,058.76**		**($643,035.91)**	**$0.00**	**$800,000.00**	(14)
Existing Transactional Accounts										
Mountain Valley Bank, checking account	NA			$357,794.75 (1)	$357,794.75	*			$357,794.75	*
Colotrust	NA			$47,615.09 (7)	$47,615.09	*		$543,035.91 (11)	$590,651.00	*
Subtotal	**NA**		**$0.00**	**$405,409.84**	**$405,409.84**		**$0.00**	**$543,035.91**	**$948,445.75**	
Proposed New Accounts										
Vectra Bank, Public Funds Money Market	NA		($50,000.00) (6) ($47,615.09) (7)	$100,115.09 (4)	$2,500.00	(8)			$2,500.00	(13)
Bank of the West, Money Market	NA	(9)					($100,000.00) (10) ($543,035.91) (11)	$643,035.91 (9)	$0.00	(12)
Alpine Bank, CD	NA	(10)						$100,000.00 (10)	$100,000.00	(14)
Subtotal	**NA**		**($97,615.09)**	**$100,115.09**	**$2,500.00**		**($643,035.91)**	**$743,035.91**	**$102,500.00**	
Total	**$1,849,968.60**		**($655,524.93)**	**$655,524.93**	**$1,849,968.60**		**($1,286,071.82)**	**$1,286,071.82**	**$1,850,945.75**	*

June 2022:

(0) Beginning balance of CD portfolio is $1,849,968.60

§§ (1) Transfer funds from MVB Open CD to MVB Operating Checking Account as needed for daily operations, bring CD balance to $300,000.00. Start June 2022, complete before twelve months.

§§ (2-5) Merge both Vectra Bank CDs into a single CD. Keep $250,000 in CD & transfer remainder to Vectra Money Market

(2) Current Balance of Vectra Bank CD#2 is $200,115.09

(3) Transfer $100,000.00 from Vectra Bank CD#2 to CD#1, bringing CD#1 balance to $250,000.00

(4) Transfer $100,115.09 from Vectra Bank CD#2 to new Vectra Bank Money Market. See also (6~8)

(5) Close Vectra Bank CD #2.

§§ (6~8) Withdraw funds from Vectra Bank Money Market, leaving there only $2,500.00.

§§ (6) Transfer $50,000.00 from Vectra Money Market to YVBank CD, bringing YVB CD to $250,000.00

§§ (7) Transfer the remainder $47,615.09 from Vectra Money Market to Colotrust

§§ (8) Vectra Bank Money Market Account end balance is $2,500.00

April 2023:

(9~12) Close BotW CD, Open & fund CD at Alpine Bank, transfer balance to Colotrust.

(9) ~~Open a Money Market at BoTW Step not needed.~~

(9) ~~Transfer full balance from BoTW CD to BotW Money Market~~ BoTW CD balance is currently, $643,035.91.

§ (10) Open new CD at Alpine Bank

(10) Transfer $100,000.00 from BoTW ~~Money Mkt~~ to Alpine Bank CD

§ (11) Transfer balance from BotW ~~Money Market~~ to Colotrust (currently calculated at $543,035.91, plus yields accrued up to maturity date, minus wire fees)

§ (12) Close BotW CD ~~& Money Market accounts~~

(13) Account balance increases slightly with CD yield deposits

(14) End balance of CD portfolio is $900,000.00 + CD yield deposits

* Balance from transfers only. Current funds balances not included. MVB Checking account is a daily operating account, Colotrust is an investment account, account balances fluctuate daily.

RESOLUTION NO. 2023-2

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

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

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

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

(a) Public Funds Certificate of Deposit account;

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

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

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

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

Dated this 15 day of March 2023.

_____

Doug Monger, President of the Board

ATTEST:

_____

Andy Rossi, General Manager and Secretary of the Board

BOARD COMMUNICATION FORM

March 15, 2023, Board Meeting

From: Bob Weiss, Legal Counsel

Date: March 6, 2023

Item: Stagecoach Reservoir and State Park PUD Draft

X DIRECTION
X INFORMATION
X MOTION
_____ RESOLUTION

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

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

PZ1995-006 Petition to develop a Wetland Observation Area

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

PZ1988-007 Stagecoach State Park Boat Ramp PUD Amendment

PZ 2007-006 Stagecoach expansion increase spillway by 4 feet

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

III. Staff Recommendation: Staff supports preparation and submission of the Final PUD plan requested. Attached please find DRAFT PUD plan which would be submitted to the

County for approval by the Planning Commission. This draft PUD is similar in format to the PUD map and conditions approved by the County for the Steamboat Ski Area. As of this writing it has not been determined if approval of the County Commissioners will be required. Staff seeks Board authorization to submit application for PUD plan approval generally as shown on the attached materials.

IV. Legal Issues: Stagecoach Reservoir is located in the OR zone District. A PUD Plan is required for development in the OR District.

V. Consistency with Board Goals and Policies: Staff believes this process will result in a PUD plan that will satisfy County requirements and will meet the District's objectives and requirements for operation of Stagecoach Reservoir and the State Park.

VI. Fiscal Impact: Staff time to prepare PUD plan and supporting application materials. Staff anticipates that the County will approve existing facilities and operations as shown on the Plan and will impose approval conditions which will not require the construction of new or modified facilities.

- BOARD OF COUNTY COMMISSIONERS APPROVAL

This PUD for the Stagecoach State Park and Reservoir has been reviewed and is hereby approved for recording by the Board of County Commissioners pursuant to Section 7 of the Routt County Zoning Regulations and constitutes the PUD. This PUD applies to the land depicted on this map which may be referred to as the PUD Property.

Dated this _____day of _____, 2023.

_____

_____, Chairman

BOARD OF COUNTY COMMISSIONERS

ROUTT COUNTY, COLORADO

Attest:

By:_____

_____, Routt County Clerk

- PLANNING COMMISSION APPROVAL

The Planning Commission of Routt County, Colorado did hereby authorize and approve this PUD at the meeting of said Commission held on the ____day of _____, 2023.

_____

_____, Chairman, Routt County Planning Commission

- ROUTT COUNTY CLERK AND RECORDER'S ACCEPTANCE

This PUD was accepted for filing in the office of the Clerk and Recorder of Routt County, Colorado, on this ____ day of _____, 2023.

Reception No. _____ Time _____

File No. _____

_____

_____, Routt County Clerk and Recorder

- OWNER'S ACCEPTANCE

The Upper Yampa Water Conservancy District (UYWCD or Permittee) does hereby accept for itself, its successors, and assigns the conditions, uses, and structures set forth in this PUD.

By: _____

Andy Rossi, General Manager

Upper Yampa Water Conservancy District.

State of Colorado)

)ss.

County of Routt)

The foregoing acceptance was acknowledged before me this ____ day of _____, 2023, by Andy Rossi as General Manager of the Upper Yampa Water Conservancy District.

Witness my hand and official seal.

My Commission expires:

_____

Notary Public

DRAFT Stagecoach State Park PUD Conditions

PUD Background and Description.

Routt County approved by Resolution 87-P-047C a Conceptual Planned Unit Development Plan (Conceptual PUD) for a campground, swim beach, marina, public trails and ranger facilities at Stagecoach Reservoir and for the relocation of County Road 18 on February 9, 1988, which Resolution was recorded at Reception No. 370214 of the Routt County records on February 18, 1988. Simultaneously with the approval of the 1988 Conceptual PUD, Rout County by Resolution 87-P-047A rezoned the property subject to the PUD Plan from the Agricultural/Forestry (A/F) zone District to the Outdoor Recreation (OR) Zone District. On August 6, 1987, the Routt County Regional Planning Commission approved a Final PUD Plan for the campsites, swim beach, boat marinas, public trail, public parking and access

points to Stagecoach Reservoir (Final PUD). In addition, Routt County has approved the following with respect to Stagecoach State Park and Stagecoach Reservoir (Subsequent Approvals):

Special Use Permit for gravel pit and concrete batch plant approved by Resolution No. 87-P- 006 on February 10, 1987.

Stagecoach State Park - SPOA PUD Amendment (PZ 1988-007)

Stagecoach State Park boat Ramp PUD Amendment (PZ 1988-007)

Stagecoach State Park Wetland PUD Amendment (PZ 1995-006)

Stagecoach PUD Amendment Storage Shed (PP 2014-010)

Stagecoach PUD - Cluster Box Amendment (PZ 2012-009)

Stagecoach Reservoir 1041 FONSI (PP 2008-013)

Stagecoach Reservoir Expansion (PI2006-053 and PZ 2007-0006)

The Conceptual PUD Plan, as amended and supplemented by the Final PUD Plan and the Subsequent Approvals, as-built and constructed and as currently operated, shall constitute the PUD.

General Conditions:

1. The PUD is contingent upon compliance with the applicable provisions of the Routt County Zoning Regulations including but not limited to Sections 5, 6, and 7.
2. Any complaints or concerns which may arise from this operation may be cause for review of the PUD, at any time, and amendment or addition of conditions, or revocation of the approval if necessary.
3. In the event that Routt County commences an action to enforce or interpret this PUD, the substantially prevailing party shall be entitled to recover its costs in such action including, without limitation, attorney fees.
4. No junk, trash, or inoperative vehicles shall be stored within the PUD property.
5. This approval is contingent upon any required federal, state and local permits being obtained and complied with; the operation shall comply with all federal, state and local laws.
6. Fuel, flammable materials, or hazardous materials shall be kept in a safe area and shall be stored in accordance with state and local environmental requirements.

7. Lighting of all buildings and improvements within the PUD Property shall be downcast and opaquely shielded in conformance with the other requirements of Section 6.3 of the Routt County Zoning Regulations.
8. The Permittee shall prevent the spread of weeds to surrounding lands, and comply with the Colorado Noxious Weed Act as amended in 2013 and Routt County noxious weed management plan.

Specific Conditions:

9. This Conceptual PUD approval does not lapse if a Final PUD is not submitted within 12 months. The Conceptual PUD, as amended by the Final PUD and the Subsequent Approvals, as-built and constructed and as currently operated, is good for life of use.
10. The construction of new roads within the PUD Property shall comply with the standards contained in Section 5.8 of the Routt County Zoning Regulations.
11. The approval shall become effective upon signing by the Board of County Commissioners and recording of the PUD plan in the Routt county records.
12. Expansion of the central water and wastewater system(s) within the PUD Property shall comply with the provisions of Sections 7.3 and 8.9 of the Routt County Zoning Regulations and Environmental Health standards.
13. With respect to any new facilities or improvements requiring approval of Routt County under this PUD, such approval may be contingent upon the petitioner developing adequate water supplies for use by the facility and for fire flow. The development of additional water supplies shall comply with requirements of the Colorado Division of Water Resources, the Colorado Department of Health and Environment, and the Routt County Department of Environmental Health.
14. Addressing shall be required on all improvements in conformance with the Routt County Road Addressing, Naming and Signing Policy.
15. Revegetation of disturbed areas shall occur within one growing season with a seed mix which avoids the use of aggressive grasses. See the Colorado State University Extension Office for appropriate grass seed mixes.

Permitted Facilities, Uses and Operations:

16. Permitted Stagecoach Reservoir Uses, Improvements and Operations.
    The existing Stagecoach dam, reservoir, hydropower and related facilities and operations and such other facilities, improvements, and modifications as are authorized under this PUD.

17. Permitted Uses and Improvements for Operation of the Stagecoach State Park
    Permitted uses and improvements include the following activities, structures, and improvements,

    - Recreation – motorized and non-motorized boating, swimming, fishing, hunting, picnicking, camping, hiking, bike riding, horseback riding, interpretive and educational programing. Additional winter use includes cross-country and nordic skiing, snowshoeing, and ice fishing.
    - Commercial - retail sales, restaurants, guide services, rental equipment including motorized and non-motorized boats and bikes.
    - Events and special events - church service, weddings, conferences, athletic races, competitions, marketing.
    - Stagecoach State Park Operational Facilities – visitor center, offices, vault and flush restrooms, shower facilities, maintenance facilities, indoor and outdoor storage, fuel and materials storage.
    - Services –parking, educational programing, rental equipment, retail sales.
    - Employee housing – dwelling units and/or dormitories for seasonal and year-round employees of Stagecoach State Park.
    - Infrastructure and Utilities – infrastructure and utilities normal and customary for parks and recreational facilities and operations including water, sewer and septic systems, electrical power, natural gas, communications systems, alternative energy systems, water tanks, storage ponds, fuel storage tanks, materials storage, signage, trash storage and recycling bins for use by waste management services, authorized vehicle storage and repair and also including, but not limited to, uses and facilities connected with outdoor recreation and resort operations such as boat ramps,

bike and pedestrian trails and parks, campgrounds, picnic sites, marinas, docks, and a swim beach.

The following conditions set forth the process in which future improvements and uses will be addressed by the County.

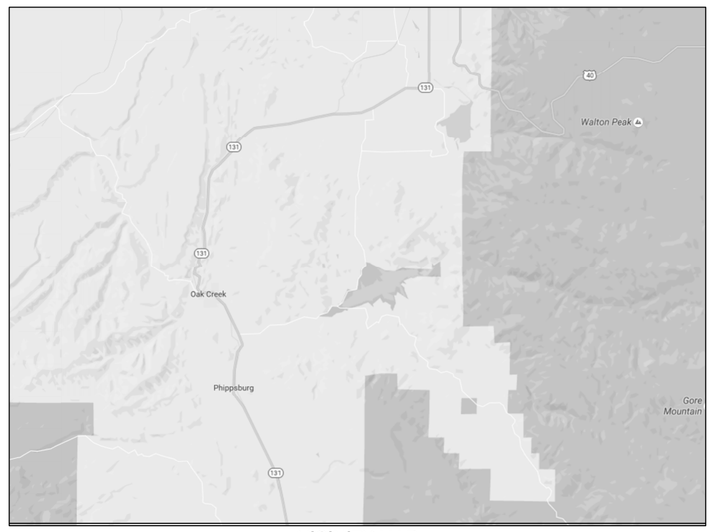
18. Modifications Requiring a Conceptual PUD Amendment
Major Conceptual PUD Amendments require the approval of the Planning Commission and the Board of County Commissioners. The following requires a Conceptual PUD Amendment if not shown on the Conceptual PUD Plan or the Stagecoach State Park Master Plan, as amended:
- Amendments to the PUD Boundary

19. Modifications Requiring Final PUD Approval
Final PUD Approval requires the approval of the Planning Commission. Such modifications include:
- New building construction with a footprint greater than 1,000 square feet.
- Enlargement of 1,000 square feet or more to existing buildings

20. Minor Amendments requiring an Administrative Review
Minor Amendments to the PUD Plan may be processed in the same manner as an Administrative Amendment as outlined in Section 3.2.1 of the Routt County Zoning Regulations. Minor Amendments include:
- New construction or relocation of buildings with a footprint more than 500 square feet and less than 1,000 square feet
- Enlargement of 500-999 square feet to existing buildings

21. No Further Zoning Code Approvals Required For Permitted Uses and Infrastructure
With the exception of required building permits and grading/excavation permits, no further Routt County zoning or other planning approvals shall be required to operate, use, maintain, repair, construct, reconstruct, enlarge and relocate buildings up to 500 square feet, relocate or demolish any of the uses, activities, structures or improvements authorized by this PUD Plan, including

modification, repair, replacement, protection, and maintenance and operation of the Reservoir works, dam and appurtenances, wetlands, water intake, outlet, and storage, power plant and appurtenances, the generation and delivery of electricity, the storage, drawdown, release and delivery of water, the acquisition, disposition, lease, sale, pledge or change of water or water rights, and compliance with all agreements, easements, reservations and restrictions, and all governmental licenses, permits, and approvals to which the PUD Property is now or hereafter becomes subject.



VICINITY MAP

CONVEYED TO CDOW FOR BIG GAME WILDLIFE MITIGATION

MARTIN CREEK

CR 14

PROJECT BOUNDARY

CR18-CR14 JNCT
UTM REFERENCE POINT
EASTING 341589.503771
NORTHING 4461651.86901

TRANSMISSION LINE INTERCONNECT

PARK ENTRANCE
UTM REFERENCE POINT
EASTING 341761.168511
NORTHING 4461422.26657

STATE PARK ENTRANCE BUILDING

(4) BUFFER AREA: BIG GAME WINTER RANGE (NORTH OF COUNTY ROAD 18)

1,8 MILE TRANSMISSION LINE

TEMPERATURE AND DISSOLVED OXYGEN MONITORING

PARKING LOT

CR 18

YAMPA RIVER

FISH HABITAT STRUCTURES

BOULDER AERATION STRUCTURE

(2) BUFFER AREA: AREA N,S,W,E OF CAMPGROUND BETWEEN 7204' INUNDATION AREA AND COUNTY ROADS

(1) BUFFER AREA: 100' SITE CAMPGROUND

PICNIC AREA

(7) BUFFER AREA: BETWEEN 7204' INUNDATION AREA AND COUNTY ROAD 18, FROM CONFLUENCE WITH MARTIN CREEK TO PARKING LOT

(6) BUFFER AREA: STAGECOACH DAM AND POWER PLANT

YAMPA BELOW STAGECOACH GAUGE
UTM REFERENCE POINT
EASTING 344368.512737
NORTHING 4461029.11665

CR14-CAMPGROUND ACCESS ROAD JNCT
UTM REFERENCE POINT
EASTING 341150.47232
NORTHING 4460661.7028

CR 14

BOAT RAMP AND MARINA

SWIM AREA

PICNIC AREA

STAGECOACH DAM POWERHOUSE
UTM REFERENCE POINT
EASTING 344368.512737
NORTHING 4461029.11665

STAGECOACH RESERVOIR

STATE PARK HEADQUARTERS BUILDING

PICNIC AREA

NORMAL OPERATING WATER SURFACE ELEVATION

WATERFOWL HABITAT

PARKING LOT

BOAT RAMP

PARKING LOT

EXISTING BRIDGE

(3) BUFFER AREA: BETWEEN 7204' INUNDATION AREA AND HIKING TRAIL ALONG SOUTH SIDE OF RESERVOIR

CR 16

CR 16A

WATER TREATMENT PLANT
UTM REFERENCE POINT
EASTING 343628.7986
NORTHING 4459457.41507

YAMPA ABOVE STAGECOACH GAUGE
UTM REFERENCE POINT
EASTING 339269.12724
NORTHING 4458818.26343

(5) BUFFER AREA: WETLAND HABITAT PRESERVE

PARKING LOT

MIDDLE CREEK

LITTLE MORRISON CREEK

MORRISON CREEK

CR 16

NOTES:

1. PROJECT BOUNDARY PER SURVEY BY D&D INC., STEAMBOAT SPRINGS, COLORADO.
2. OFFSITE PROPERTY LINES REFERENCED FROM ROUTT COUNTY GIS.
3. VERTICAL DATUM: NORTH AMERICAN VERTICAL DATUM (NAVD) 1929
4. PROJECTION: COLORADO NAD 1983 STATE PLANE (FEET)
5. LAND RIGHTS: THE PROPERTY WITHIN THE ENTIRE PROJECT BOUNDARY IS OWNED IN FEE BY THE UPPER YAMPA WATER CONSERVANCY DISTRICT (LICENSEE).
6. UTM ZONE: 13 T

LEGEND

- ROAD
- CREEK/RIVER
- PRIVATE PARCEL
- STATE OWNED PARCEL
- FEDERALLY OWNED PARCEL (BLM)
- PROJECT BOUNDARY (see note 5)
- NORMAL OPERATING WATER SURFACE ELEVATION
- APPROXIMATE 7208' INUNDATION AREA (100-YR WSEL)
- OVERHEAD TRANSMISSION LINE

Horizontal Scale

1,000 0 500 1,000 2,000

1" = 1,000'
(Original Graphic Scale)

Exhibit A - PUD Map

Upper Yampa Water Conservancy District - Stagecoach Hydroelectric

BOARD OF COUNTY COMMISSIONERS APPROVAL

This PUD for the Stagecoach State Park and Reservoir has been reviewed and is hereby approved for recording by the Board of County Commissioners pursuant to Section 7 of the Routt County Zoning Regulations and constitutes the PUD. This PUD applies to the land depicted on this map which may be referred to as the PUD Property.

Dated this _____day of _____, 2023.

_____, Chairman
BOARD OF COUNTY COMMISSIONERS
ROUTT COUNTY, COLORADO

Attest:

By:_____
_____, Routt County Clerk

PLANNING COMMISSION APPROVAL

The Planning Commission of Routt County, Colorado did hereby authorize and approve this PUD at the meeting of said Commission held on the ____day of _____, 2023.

_____, Chairman, Routt County Planning Commission

ROUTT COUNTY CLERK AND RECORDER'S ACCEPTANCE

This PUD was accepted for filing in the office of the Clerk and Recorder of Routt County, Colorado, on this ____ day of _____, 2023.
Reception No. _____ Time _____
File No. _____

_____, Routt County Clerk and Recorder

- OWNER'S ACCEPTANCE

The Upper Yampa Water Conservancy District (UYWCD or Permittee) does hereby accept for itself, its successors, and assigns the conditions, uses, and structures set forth in this PUD.

By: _____
Andy Rossi, General Manager
Upper Yampa Water Conservancy District.

State of Colorado)
)ss.
County of Routt)

The foregoing acceptance was acknowledged before me this ____ day of _____, 2023, by Andy Rossi as General Manager of the Upper Yampa Water Conservancy District.
Witness my hand and official seal.
My Commission expires:

_____
Notary Public

_____

DRAFT Stagecoach State Park PUD Conditions

PUD Background and Description.

Routt County approved by Resolution 87-P-047C a Conceptual Planned Unit Development Plan (Conceptual PUD) for a campground, swim beach, marina, public trails and ranger facilities at Stagecoach Reservoir and for the relocation of County Road 18 on February 9, 1988, which Resolution was recorded at Reception No. 370214 of the Routt County records on February 18, 1988. Simultaneously with the approval of the 1988 Conceptual PUD, Rout County by Resolution 87-P-047A rezoned the property subject to the PUD Plan from the Agricultural/Forestry (A/F) zone District to the Outdoor Recreation (OR) Zone District. On August 6, 1987, the Routt County Regional Planning Commission approved a Final PUD Plan for the campsites, swim beach, boat marinas, public trail, public parking and access points to Stagecoach Reservoir (Final PUD). In addition, Routt County has approved the following with respect to Stagecoach State Park and Stagecoach Reservoir (Subsequent Approvals):

Special Use Permit for gravel pit and concrete batch plant approved by Resolution No. 87-P- 006 on February 10, 1987.

Stagecoach State Park - SPOA PUD Amendment (PZ 1988-007)

Stagecoach State Park boat Ramp PUD Amendment (PZ 1988-007)

Stagecoach State Park Wetland PUD Amendment (PZ 1995-006)

Stagecoach PUD Amendment Storage Shed (PP 2014-010)

Stagecoach PUD - Cluster Box Amendment (PZ 2012-009)

Stagecoach Reservoir 1041 FONSI (PP 2008-013)

Stagecoach Reservoir Expansion (PI2006-053 and PZ 2007-0006)

The Conceptual PUD Plan, as amended and supplemented by the Final PUD Plan and the Subsequent Approvals, as-built and constructed and as currently operated, shall constitute the PUD.

General Conditions:

1. The PUD is contingent upon compliance with the applicable provisions of the Routt County Zoning Regulations including but not limited to Sections 5, 6, and 7.
2. Any complaints or concerns which may arise from this operation may be cause for review of the PUD, at any time, and amendment or addition of conditions, or revocation of the approval if necessary.
3. In the event that Routt County commences an action to enforce or interpret this PUD, the substantially prevailing party shall be entitled to recover its costs in such action including, without limitation, attorney fees.
4. No junk, trash, or inoperative vehicles shall be stored within the PUD property.
5. This approval is contingent upon any required federal, state and local permits being obtained and complied with; the operation shall comply with all federal, state and local laws.
6. Fuel, flammable materials, or hazardous materials shall be kept in a safe area and shall be stored in accordance with state and local environmental requirements.
7. Lighting of all buildings and improvements within the PUD Property shall be downcast and opaquely shielded in conformance with the other requirements of Section 6.3 of the Routt County Zoning Regulations.
8. The Permittee shall prevent the spread of weeds to surrounding lands, and comply with the Colorado Noxious Weed Act as amended In 2013 and Routt County noxious weed management plan.

Specific Conditions:

9. This Conceptual PUD approval does not lapse if a Final PUD is not submitted within 12 months. The Conceptual PUD, as amended by the Final PUD and the Subsequent Approvals, as-built and constructed and as currently operated, is good for life of use.
10. The construction of new roads within the PUD Property shall comply with the standards contained in Section 5.8 of the Routt County Zoning Regulations.
11. The approval shall become effective upon signing by the Board of County Commissioners and recording of the PUD plan in the Routt county records.
12. Expansion of the central water and wastewater system(s) within the PUD Property shall comply with the provisions of Sections 7.3 and 8.9 of the Routt County Zoning Regulations and Environmental Health standards.
13. With respect to any new facilities or improvements requiring approval of Routt County under this PUD, such approval may be contingent upon the petitioner developing adequate water supplies for use by the facility and for fire flow. The development of additional water supplies shall comply with requirements of the Colorado Division of Water Resources, the Colorado Department of Health and Environment, and the Routt County Department of Environmental Health.
14. Addressing shall be required on all improvements in conformance with the Routt County Road Addressing, Naming and Signing Policy.
15. Revegetation of disturbed areas shall occur within one growing season with a seed mix which avoids the use of aggressive grasses. See the Colorado State University Extension Office for appropriate grass seed mixes.

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Permitted uses and improvements include the following activities, structures, and improvements.
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- Commercial - retail sales, restaurants, guide services, rental equipment including motorized and non-motorized boats and bikes.
- Events and special events - church service, weddings, conferences, athletic races, competitions, marketing.
- Stagecoach State Park Operational Facilities - visitor center, offices, vault and flush restrooms, shower facilities, maintenance facilities, indoor and outdoor storage, fuel and materials storage.
- Services -parking, educational programing, rental equipment, retail sales.
- Employee housing - dwelling units and/or dormitories for seasonal and year-round employees of Stagecoach State Park.
- Infrastructure and Utilities - Infrastructure and utilities normal and customary for parks and recreational facilities and operations including water, sewer and septic systems, electrical power, natural gas, communications systems, alternative energy systems, water tanks, storage ponds, fuel storage tanks, materials storage, signage, trash storage and recycling bins/facilities for use by waste management services, authorized vehicle storage and repair and also including, but not limited to, uses and facilities connected with outdoor recreation and resort operations such as boat ramps, bike and pedestrian trails and parks, campgrounds, picnic sites, marinas, docks, and a swim beach.

The following conditions set forth the process in which future Improvements and uses will be addressed by the County.

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Final PUD Approval requires the approval of the Planning Commission. Such modifications include:
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Minor Amendments to the PUD Plan may be processed in the same manner as an Administrative Amendment as outlined in Section 3.2.1 of the Routt County Zoning Regulations. Minor Amendments include:
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- Enlargement of 500-999 square feet to existing buildings

21. No Further Zoning Code Approvals Required For Permitted Uses and Infrastructure
With the exception of required building permits and grading/excavation permits, no further Routt County zoning or other planning approvals shall be required to operate, use, maintain, repair, construct, reconstruct, enlarge and relocate buildings up to 500 square feet, relocate or demolish any of the uses, activities, structures or improvements authorized by this PUD Plan, including modification, repair, replacement, protection, and maintenance and operation of the Reservoir works, dam and appurtenances, wetlands, water Intake, outlet, and storage, power plant and appurtenances, the generation and delivery of electricity, the storage, drawdown, release and delivery of water, the acquisition, disposition, lease, sale, pledge or change of water or water rights, and compliance with all agreements, easements, reservations and restrictions, and all governmental licenses, permits, and approvals to which the PUD Property is now or hereafter becomes subject.

BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: March 15, 2023

Item: State of Colorado-UYWCD Stagecoach Lease Renewal

_____ DIRECTION
__X__ INFORMATION
__X__ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

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

II. Summary and Alternatives:

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

At the January 09, 2023, UYWCD BOD Meeting, the UYWCD BOD, Staff and CPW representatives discussed possible modifications to the sections of the proposed DRAFT Lease Agreement. All proposed changes to the lease agreement agreed to by the UYWCD BOD are included in the revised DRAFT Lease Agreement included with this communication.

III. Staff Recommendation:

UYWCD Staff recommend offering the DRAFT Lease Agreement presented with this communication to State of Colorado.

If the UYWCD BOD wants to modify the DAFT Lease Agreement presented, the UYWCD staff requests that the UYWCD BOD indicate any specific changes to the draft lease agreement that are acceptable for inclusion in a new agreement.

The UYWCD BOD should consider this subject matter as appropriate for discussion in Executive Session, following the review and discussion of the DRAFT Lease Agreement in open/public session.

IV. Legal Issues:

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

V. Consistency with Board Goals and Policies:

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

Attachments:

1. August 5, 2004 State of Colorado – UYWCD Stagecoach Lease
2. Proposed Draft State of Colorado – UYWCD Stagecoach Lease_Redline
3. Proposed Draft State of Colorado – UYWCD Stagecoach Lease_Clean
4. CPW Letter re: paved roads

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.

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

3. State shall have the use, control of, and responsibility for the Reservoir Property, including the surface of the Reservoir, and for the management, administration, and maintenance of permitted public recreational purposes and the Recreational Facilities existing thereon or hereafter constructed thereon as it deems necessary for the use of this Reservoir Property by the general public, such use to be exclusive for recreational

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

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

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

5. The State has prepared and provided to the District a Management Plan dated May19, 2011 that specifically identifies the Reservoir Property and designates and locates the type, location, and specifications of all of the existing Recreational Facilities thereon. Any change to the Management Plan shall be made only with the prior written approval of the District, which approval shall not be unreasonably withheld. The Management Plan includes the following facilities, which, together with any expansions, modifications, or replacements thereof, shall hereinafter be referred to as the "Recreational Facilities":

1. 92 Individual Campsites and one Group Campsite
2. 8 Seventy-five (75) car parking lots. 2 seventy-five (75) car parking lots and 11 eight to thirty car parking lots.
3. Swim beach, volleyball court, concrete patio
4. One (1) marina concession with courtesy docks, wet storage docks, a Marina Store, long term dry storage, and fueling station along the north shore
5. One (1) main boat ramp with courtesy dock along the north shore.
6. One (1) boat ramp with courtesy dock in Morrison Cove.
7. Picnic pavilion
8. Park Headquarters building, including shop, visitors center, garage, and on-site employee housing
9. Dump station
10. Entrance station
11. Fifty (50) picnic sites
12. Four (4) campgrounds, two (2) with electrical outlets for RVs
13. Concession building with showers and bathrooms
14. Three (3) restrooms with water and 9 vault toilets
15. Grills and picnic tables
16. Eighty (80) acre wetland with trail and viewing deck
17. Potable water and irrigation systems and the electric system
18. Sanitary facilities including land treatment

19. All roadways into and within the Reservoir Property including the entry/check-in building access road, except the Stagecoach Dam Powerhouse access road from the Tailwaters Parking Lot to Stagecoach Dam Powerhouse and any part of Routt County Road 18.

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

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

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

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

9. Subject to the limitations of this paragraph 9, the District shall provide a limited operational and maintenance subsidy to the State ("O&M Subsidy"). The O&M Subsidy provided by the District shall be paid to the State no later than December 31st of each year of this Agreement (May 1, 2044 is the end of the last year of this Agreement, provided that during such calendar year the State (a) has physically expanded, modified or replaced Recreational Facilities permanently on site as approved by the District in advance of construction in a manner consistent with the Management Plan at an actual out-of-pocket cost to the State equal to no less than the amount of the O& M Subsidy otherwise payable at the end of that calendar year less $10,000 (the "Capital Improvements"), and (b) has certified such facts with detail of such costs by letter to the District given by no later than December 1 of such calendar year. The annual O&M Subsidy payable, if at all, on December 31 each year shall be the lesser of (a) $35,000, or (b) the actual costs of the Capital Improvements made by the State that calendar year, or deemed to have been made by the State that calendar year as provided below in this paragraph 9, all as certified by the State to the District by the preceding December 1, plus $10,000. Costs of Capital Improvements shall not include "soft costs" such as office overhead, travel, planning work by State personnel, or staff time by State personnel other than actual on-site supervision and performance of construction activities. If the cost of the Capital Improvements performed by the State in any calendar year, plus the carry-forward "excess" Capital Improvements cost from the preceding year pursuant to this sentence, exceeds $25,000 in any calendar year, such excess over $25,000 shall carry over to the next calendar year, and shall be deemed in that year to be a Capital Improvement cost incurred in that succeeding year, the same as if actually expended by the State in that year, for purposes of calculating the State's entitlement to the O&M Subsidy that year. However, the District's O&M Subsidy obligation shall never exceed $700,000 over the 20-year Agreement term. If the O&M Subsidy in any year is less than $35,000 because the State has not spent $25,000 or more in Capital Improvements for that year, then the deficiency from that year shall forever be waived and the District shall not be required to make up such deficiency in future years. If the District's O&M Subsidy obligation of $700,000 is not paid during the Agreement term, the District shall have no obligation to make up the difference at the end of the Agreement term.

10. The term of this Agreement shall be from May 1, 2024 to May 1, 2044, unless sooner renewed or terminated as herein provided.

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

12. The State may establish and collect use fees for the recreational purposes of the Reservoir Property in accordance with its rules, regulations, and Colorado law. Said fees shall

belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.

13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all Recreational Facilities and support facilities in good and safe order, condition, and state of repair, usable by the public.

14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the Management Plan prepared and existing pursuant to paragraphs 5 and 6, as may be amended, such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the Agreement, the District may remove such improvements and Recreational Facilities in its sole discretion.

15. The State shall have the right to enter into any written contract or permit with a third party ("Agent") to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State's sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this Agreement. Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate by contract or permit to any Agent the obligation of the State to manage and operate the entry stations into Stagecoach State Park and the campgrounds, RV campgrounds, parking lots, swimming beach, picnic sites and pavilion, boat ramps, non-motorized hiking trail, and potable water and sanitary sewer buildings within the Recreational Facilities, all of which must be managed and operated by the State itself. The State's obligation to provide copies of contracts to the District under this paragraph shall be limited to concession contracts and contracts for the construction of Capital Improvements exceeding $10,000.

16. To the greatest extent possible, the State and District shall cooperate with each other to assure that each is able to exercise its rights and perform its obligations under this

Agreement with minimum interference to the other party's activities. Further, each party shall use every reasonable effort to prevent damage to the property and facilities managed, operated, or maintained by the other party. The State's manager of Stagecoach State Park and the manager of the District shall meet at least annually to discuss issues of mutual concern to the parties.

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

18. CRS §33-41-101, et seq., may provide for the District to enjoy limitations on its potential liability which arise from use of the Property by members of the public for recreational purposes. In accordance with the provisions of CRS Section 33-41-103(2)(e)(II.5), the District acknowledges that this paragraph constitutes notice of the right to bargain for indemnification from liability for injury resulting from use of the Property by members of the public for recreational purposes, as those terms are defined in CRS Section 33-41-103(2)(e), and the District is advised that such right can be exercised prior to the execution of this Agreement at the request of the District. The District has exercised this right as agreed to in paragraph 20.

19. Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits, or protection provided to the parties under the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended or as may be amended (including, without limitation, any amendments to such statute, or under any similar statute which is subsequently enacted). The parties hereto understand and agree that liability for claims for injuries to persons or

property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of §§ 24-10-101, et seq., C.R.S., as amended or as may be amended, and §§ 24-30-1501, et seq., C.R.S., as amended or as may be amended. Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of the parties to the above-cited laws.

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

21. It is an express condition of this Lease Agreement that the Colorado Parks and Wildlife Commission ("Commission") shall not by resolution, motion or other official action of the Commission, approved at a duly authorized meeting of the Commission, oppose the enlargement and expansion of Stagecoach Reservoir or the storage, use, or release of additional water in such enlargement as may hereafter be proposed by the District, or to the design, permitting, or construction of such Reservoir expansion and enlargement by the District. If such condition is for any reason broken, violated, or in default, then at any time within one year thereafter the District may at its sole election and upon written notice to the State terminate and rescind this Lease Agreement and may re-enter and take possession of the Recreational Facilities as in the prior estate, without liability to the State or any concessionaire or licensee of the State or any third party beneficiaries or the public. It is the intent and purpose of the parties that the District shall have a valid and enforceable right of entry on condition broken under the provisions of the preceding sentence until termination of this Lease Agreement. The prohibition set forth in this paragraph shall not apply to any employee of the Colorado Division of Parks and Wildlife, Colorado Water Conservation Board or other State agency, or any concessionaire of the State on the Reservoir Property, nor shall such prohibition apply to any employee of the State or member of the Commission who expresses such an opinion in his or her private of official capacity.

22. This Agreement shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this Agreement without the prior written consent of the District. Time is of the essence of this Agreement. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this Agreement. This Agreement may not be altered or amended, and no right under this Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this Agreement. No waiver of any breach

of any portion of this Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Agreement, and the Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this Agreement and the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter of this Agreement except as specifically provided herein. The parties do not intend to confer any benefit on any person, firm or corporation other than the signatory parties to this Agreement.

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

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

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

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

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

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

27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3). These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.
This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.
Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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

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

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

F. PROHIBITED TERMS.

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

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

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

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

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to the District in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by the District by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and the District, or by any other appropriate method for collecting debts owed to the State.

[Signatures on following page]

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

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

<table>
<tr>
<td rowspan="2">LESSOR

UPPER YAMPA WATER CONSERVANCY DISTRICT

By: _____
Name: _____
Title: _____

Date: _____</td>
<td>STATE OF COLORADO
Jared S. Polis, Governor
acting by and through the
Department of Natural Resources, for the use and benefit of the Division of Parks and Wildlife and the Parks and Wildlife Commission
Heather Disney Dugan, Acting Director

By: _____
Signature – Name & Title of Person Signing for DPW

Date: _____</td>
</tr>
<tr>
<td>OFFICE OF RISK MANAGEMENT
DHR Division Director
Limited Indemnification Approval Under CRS §24-30-1510(3)(e)

By: _____
Signature – Name, Program Supervisor

Date: _____</td>
</tr>
</table>

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

EXHIBIT A
TO
LEASE AGREEMENT

Legal Description of Reservoir Property

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.

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

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

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

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

5. The State has prepared and provided to the District a ~~Master~~ Management Plan dated ~~April 30, 1997 (the "Master Plan")~~ May19th, 2011 that specifically identifies the Reservoir Property and designates and locates the type, location, and specifications of all of the existing Recreational Facilities thereon.. Any change to the ~~Master~~ Management Plan shall be made only with the prior written approval of the District, which approval shall not be unreasonably withheld. The ~~Master~~ Management Plan includes the following facilities, which, together with any expansions, modifications, or replacements thereof, shall hereinafter be referred to as the " Recreational Facilities":

   1. ~~One hundred (100) unit campground~~92 Individual Campsites and one Group Campsite
   2. 8 Seventy-five (75) car parking lots. 2 seventy-five (75) car parking lots and 11 eight to thirty car parking lots.
   3. Swim beach, volleyball court, concrete patio
   4. One (1) marina ~~boat ramp~~concession with courtesy docks, wet storage docks, a Marina Store, long term dry storage, and fueling station along the north shore
   5. One (1) main boat ramp with courtesy dock along the north shore.

   ~~4.~~6. One (1) boat ramp with courtesy dock in Morrison Cove.

   ~~5.~~7. Picnic pavilion

   ~~6.~~8. Park Headquarters building, including shop, visitors center, garage, and on-site employee housing

   ~~7.~~9. Dump station

   ~~8.~~10. Entrance station

   ~~9.~~11. Fifty (50) picnic sites

   ~~10.~~12. ~~Three~~ Four (~~3~~4) campgrounds, two (2) with electrical outlets for RVs

   ~~11.~~13. Concession building with showers and bathrooms

   ~~12.~~14. Three (3) restrooms with water and 9~~6~~ vault toilets

   ~~13.~~15. Grills and picnic tables

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~~14.~~16. Eighty (80) acre wetland ~~outdoor recreation center~~with trail and viewing deck

~~15.~~17. ~~Dual p~~Potable water and irrigation systems and the electric system

~~16.~~18. Sanitary facilities including land treatment ~~and nursery site~~

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

19. All roadways into and within the ~~Park~~ Reservoir Property including the entry/check-in building access road, except the Stagecoach Dam Powerhouse access road from the Tailwaters Parking Lot to Stagecoach Dam Powerhouse and any part of Routt County Road 18.

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

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

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

8. The District shall provide to the State up to 25 acre feet of water from the Reservoir annually at no charge for public use at the Recreational Facilities. Such water is allocated from the ~~recreational~~ Preferred Remainder pool of the Reservoir and is not charged to any storage water now or hereafter allocated by the District for sale or lease from the

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Reservoir. The State shall be responsible for the maintenance, repair, and replacement of the entire potable water system and the quality and fitness of water for public use, domestic purposes, and human consumption. The water delivered pursuant to this paragraph shall be raw untreated water in the condition existing after diversion from the Reservoir and the District shall have no obligation with respect to water quality. The State shall provide only water that has been suitably treated as necessary for the purposes intended ~~and is wholesome and sanitary for such public purposes pursuant to this Agreement~~.

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

10. The term of this ~~Lease~~ Agreement shall be from May 1, ~~2004~~ 2024 to May 1, ~~2024~~2044, unless sooner renewed or terminated as herein provided.

11. Either party may terminate this ~~Lease~~ Agreement without cause at any time. To terminate the ~~Lease~~Agreement, the party wanting to terminate shall give the other party

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written notice in the manner provided for in Paragraph 23 below. Termination shall be effective one hundred eighty (180) days after said notice. Upon termination, a party's rights and obligations under this ~~Lease~~ Agreement shall cease, except that liability for acts or omissions occurring prior to ~~transfer~~ termination shall survive ~~transfer.~~termination.

12 The State may establish and collect use fees for the recreational purposes of the Reservoir Property ~~in the amount of and~~ in accordance with ~~a uniform fee schedule a~~its rules, regulations, and ~~dopted by the State for Colorado State Parks~~and ~~in accordance with~~ Colorado law. Said fees shall belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.

13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all Recreational Facilities and support facilities in good and safe order, condition, and state of repair, usable by the public.

14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the ~~Master Plan~~Management Plan prepared and existing pursuant to Paragraph's 5 and 6, as may be amended, ~~the Management Plan prepared and existing pursuant to Paragraph 6, as may be amended,~~ such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the ~~Lease~~Agreement, the District may remove such improvements and Recreational Facilities in its sole discretion.

15. The State shall have the right to enter into any written contract or permit with a third party ("Agent") to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State's sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this ~~Lease~~ Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this ~~Lease~~ Agreement~~-~~. Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate

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

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

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

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

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recreational purposes, as those terms are defined in CRS Section 33-41-103(2)(e), and ~~Lessor~~the District is advised that such right can be exercised prior to the execution of this ~~lease~~Agreement at the request of ~~Lessor~~the District. ~~Lessor~~The District has exercised this right as agreed to in paragraph 20.

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

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

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

21. It is an express condition of this Lease Agreement that the Colorado Parks and Wildlife Commission ("Commission") shall not by resolution, motion or other official action of the Commission approved at a duly authorized meeting of the Commission oppose ~~no employee of the Colorado Division of Parks and Outdoor Recreation or member of the Colorado Board of Parks and Outdoor Recreation, and no person acting as Agent under paragraph 15 above or as agent for or pursuant to the direction and instruction from any such employee or member, will express verbally or in writing to any governmental agency or entity or public official the opposition of the State or of such employee or~~

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

~~22~~21. This ~~Lease~~ Agreement shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this ~~Lease~~ Agreement without the prior written consent of the District. Time is of the essence of this ~~Lease~~ Agreement. In case any one or more of the provisions contained in this ~~Lease~~ Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated ~~Lease~~ Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this ~~Lease~~ Agreement. This ~~Lease~~ Agreement may not be altered or amended, and no right under this ~~Lease~~ Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this ~~Lease~~ Agreement. No waiver of any breach of any portion of this ~~Lease~~ Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This ~~Lease~~ Agreement, and the ~~Master Plan and the~~ Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this ~~Lease~~ Agreement and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this ~~Lease~~Agreement~~, the Master Plan, and~~ the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter of this ~~Lease~~ Agreement except as specifically provided herein. The parties do not intend to confer any benefit on any person, firm or corporation other than the signatory parties to this ~~Lease~~ Agreement.

~~23~~22. Notices. Any notice required or permitted to be provided hereunder shall be deemed given when either personally delivered or mailed by certified mail, return receipt requested, to the parties at their following addresses or such other addresses as they may designate in a notice duly delivered:

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

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

~~24~~23. The District warrants and represents itself to be the owner of the Reservoir Property in the form and manner as stated herein; that it has the authority to enter into this ~~Lease~~ Agreement with the State and that it has taken appropriate action to approve this ~~Lease~~Agreement; and that during the term of this ~~Lease~~ Agreement it covenants and agrees to warrant and defend the State in the quiet, peaceable enjoyment and possession of the premises against the adverse property claims of any person which arise by, through, or under the District.

~~25~~4. STATEWIDE CONTRACT MANAGEMENT SYSTEM
If the maximum amount payable to the District under this Agreement is $100,000 or greater, either when this Agreement goes into effect or at any time thereafter, this section shall apply. The District agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). The District's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

~~26~~5. DIGITAL SIGNATURES
If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

2~~7~~6~~5~~. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)
These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.
This ~~Lease~~ Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this ~~Lease~~ Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this ~~Lease~~ Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.
Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

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

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

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

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

G. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.
The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this ~~Lease~~Agreement. ~~Lessor~~ The District has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of ~~Lessor's~~ the District's services and ~~Lessor~~ the District shall not employ any person having such known interests.

H. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.
[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv)

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

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

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

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

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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____

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COLORADO
Parks and Wildlife
Department of Natural Resources

Stagecoach State Park
25500 County Rd 14
Oak Creek, Co 80467
P 970-736-2436 | F 970-736-2516

Upper Yampa Water Conservancy Board of Directors

Please consider the following for discussion in reference to mandating paving roads at Stagecoach State Park through the lease agreement.

First off, I want to make it clear that we are not against paving roads in the park. It was identified in both the 2011 Park Management Plan and the 2016 Park Redevelopment Plan as a need/want for the park with a medium priority level, and would be a great improvement to the park. There are a couple of reasons why it has not risen to the top of the park priority list yet so I will try to talk you through that. Historically our Leadership has used a set of criteria to prioritize and approve Capital Funding Requests (over $150K). Those priorities include public health and safety issues, addressing maintenance backlogs, revenue generating opportunities, and improving customer service projects. Also, Governor Polis has added some priorities from his office like expanding current and creating new state parks. Knowing those priorities, we on the park level, using our knowledge of the park and working with the Region Office, put together what's called a 5 Year Plan. This plan identifies the park's capital improvement needs/priorities with the hope that those will be funded. Basically it's a short term (5 year) prioritized planning document.

The most recently approved capital requests for Stagecoach were the Redevelopment Plan in 2015 ($200K), Electrical Infrastructure Upgrade in our Pinnacle Campground in 2018 ($671K), Design for the Visitor Center in 2020 ($203K), and of course the Visitor Center Construction in 2022 ($3.5M). The next priorities on our 5 Year Plan are 1. Upgrading our Water System ($1.9M), 2. Upgrading our Wastewater Lift Stations ($450K), 3. Replacing 4 (25+ year old) Vault Restrooms ($400K), 4. Upgrading our Junction City Campground to include new electrical infrastructure and 50A coverage, newly defined campsites, yurts, and new flush restrooms ($4.7M). I'm happy to send our justification for those for those four projects if that's helpful. Paving roads would be nice for customers to have a smooth one mile ride in to the park until they pull off into campgrounds or parking lots but obviously it's hard to justify that over the current projects in our 5 Year Plan. In the Redevelopment Plan paving from CR 14 to the T intersection and from the Marina Parking Lot to Arrowhead Parking Lot (about 1.5 miles) was estimated to cost $3.5M. We are estimating it would cost around $5M to do it now. I can say with confidence that paving roads will eventually end up on the 5 year plan but I can't commit to when.

The other challenge is the State's Fiscal Rules. It would be extremely hard, if not impossible, to get the State Controller to sign off on the lease if UYWCD demands that we put in that we will pave roads because of these rules. Fiscal Rule 3.2.3 states that the State Agency shall ensure that "The expenditure is encumbered prior to or concurrently with the execution of the Commitment Voucher." So, because we don't have the funds encumbered for the roads then we cannot commit to the purchase through the lease. We aren't guaranteed that projects on our 5 year plan will be funded within a specific timeframe and definitely can't commit to funding roads which are not even in that plan.

I am happy to give the board a park tour and look at our current 5 Year Plan projects in the field to help them understand why they are the highest priority this spring when we thaw out if that's helpful.

Respectfully

Craig Preston
Park Manager
Stagecoach State Park

Heather Dugan, Acting Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Carrie Besnette Hauser, Chair • Dallas May, Vice-Chair • Marie Haskett, Secretary • Taishya Adams
Karen Bailey • Betsy Blecha • Gabriel Otero • Duke Phillips, IV • Richard Reading • James Jay Tutchton • Eden Vardy

LEASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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Kay Weinland Routt County, CO LEASE R 161.00 D 0.00

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

1. This Agreement is subject to and subordinate to the terms, covenants, and conditions of all agreements, licenses, permits, easements, reservations, covenants, restrictions, and water rights decrees now and hereafter entered, and all governmental licenses, permits, and approvals now or hereafter obtained or issued, pertaining to the Reservoir, the Reservoir Property, the Recreational Facilities, or the District's construction, operation, maintenance, repair, replacement, change, modification, enlargement, expansion, or use of the Reservoir and the waters stored therein and all appurtenant facilities including but not limited to the power plant at the dam of the Reservoir.

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

3. State shall have the use, control of, and responsibility for the Reservoir Property, including the surface of the Reservoir, and for the management, administration, and maintenance of permitted public recreational purposes and the Recreational Facilities

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

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

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

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

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

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

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

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

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

8. The District shall provide to the State up to 25 acre feet of water from the Reservoir annually at no charge for public use at the Recreational Facilities. Such water is allocated from the recreational pool of the Reservoir and is not charged to any storage water now or hereafter allocated by the District for sale or lease from the Reservoir. The State shall be responsible for the maintenance, repair, and replacement of the entire potable water system and the quality and fitness of water for public use, domestic purposes, and human consumption. The water delivered pursuant to this paragraph shall be raw untreated water in the condition existing after diversion from the Reservoir and the District shall have no obligation with respect to water quality. The State shall provide only water that has been suitably treated and is wholesome and sanitary for such public purposes pursuant to this Agreement.

9. Subject to the limitations of this paragraph 9, the District shall provide a limited operational and maintenance subsidy to the State ("O&M Subsidy"). The O&M Subsidy provided by the District shall be paid to the State no later than December 31st of each year of this Lease (May 1, 2024 is the end of the last year of this Lease), provided that during such calendar year the State (a) has physically expanded, modified or replaced Recreational Facilities permanently on site as approved by the District in advance of construction in a manner consistent with the Master Plan at an actual out-of-pocket cost to the State equal to no less than the amount of the O& M Subsidy otherwise payable at the end of that calendar year less $10,000 (the "Capital Improvements"), and (b) has

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

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

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

12 The State may establish and collect use fees for the recreational purposes of the Reservoir Property in the amount of and in accordance with a uniform fee schedule adopted by the State for Colorado State Parks. Said fees shall belong exclusively to the State. The District shall not charge or collect fees for recreational purposes on the Reservoir Property.

13. Consistent with any budgetary constraints and with personnel availability, and within its lawful discretion, the State shall operate and manage the Reservoir Property for recreational purposes in accordance with the Management Plan, and enforce the laws, rules, and regulations relating to parks and recreation areas on the Reservoir Property in order to supervise and control the public recreational use of the Reservoir Property. The State shall consult with the District prior to the adoption of any new rules and regulations by the State regarding public use of the Reservoir Property, which are specific to the Reservoir Property. In addition, the State shall at all times maintain at its cost all

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

14. The State shall have the right to construct, operate, and maintain on the Reservoir Property Recreational Facilities, provided that such Facilities are in accordance with the Master Plan prepared and existing pursuant to Paragraph 5, as may be amended, the Management Plan prepared and existing pursuant to Paragraph 6, as may be amended, such amendments to be as approved in writing by the District. All Recreational Facilities or improvements or structures constructed by the State or the District shall become the property of the District and shall not be removed by the State without the written consent of the District. After the termination of the Lease, the District may remove such improvements and Recreational Facilities in its sole discretion.

15. The State shall have the right to enter into any written contract or permit with a third party ("Agent") to act as the agent of the State for the purpose of performing and carrying out any of the functions provided for in this Agreement which, in the State's sole authority and discretion, it deems appropriate to delegate to such Agent, provided that (a) the State shall promptly provide a true copy of each such contract or permit to the District, (b) such contract or permit shall refer to and incorporate by reference this Lease Agreement, and (c) no such contract or permit shall relieve the State from the full and complete performance of its obligations and responsibilities under this Lease Agreement . Said contracts shall be subject and subordinate to this Agreement and to all matters referenced in paragraph 1 of this Agreement. Said contracts shall specifically include concession contracts, provided that concession contracts shall be subject to the prior written approval of the District. The District shall be named as an additional insured in all such contracts and agreements. Notwithstanding the above, the State shall not delegate by contract or permit to any person the obligation of the State to manage and operate the entry stations into Stagecoach State Park and the campgrounds, RV campgrounds, parking lots, swimming beach, picnic sites and pavilion, boat ramps, non-motorized hiking trail, and potable water and sanitary sewer buildings within the Recreational Facilities, all of which must be managed and operated by the State itself. The State's obligation to provide copies of contracts to the District under this paragraph shall be limited to concession contracts and contracts for the construction of Capital Facilities exceeding $10,000.

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

17. The District shall have sole control in its sole discretion over the diversion, intake, storage, allocation, and release or disposal of water in and from the Reservoir, generation of power from the power plant at the dam, the enlargement and expansion of the Reservoir, the timing and rate of increase and drawdown of water, the water levels and fluctuations thereof, water temperatures, circulation of water in the Reservoir, dredging

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

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

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

20. To the extent authorized by § 24-30-1510(3)(e), C.R.S., the State shall defend and hold harmless the District against claims arising from the alleged negligent acts or omissions of the State and its public employees which occurred or are alleged to have occurred during the performance of their duties and within the scope of their employment, except

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

21. It is an express condition of this Lease Agreement that no employee of the Colorado Division of Parks and Outdoor Recreation or member of the Colorado Board of Parks and Outdoor Recreation, and no person acting as Agent under paragraph 15 above or as agent for or pursuant to the direction and instruction from any such employee or member, will express verbally or in writing to any governmental agency or entity or public official the opposition of the State or of such employee or member or of the Colorado Board of Parks and Outdoor Recreation to the enlargement and expansion of Stagecoach Reservoir or the storage, use, or release of additional water in such enlargement as may hereafter be proposed by the District, or to the design, permitting, or construction of such Reservoir expansion and enlargement by the District. If such condition is for any reason broken, violated, or in default, then at any time within one year thereafter the District may at its sole election and upon written notice to the State terminate and rescind this Lease Agreement and may re-enter and take possession of the Recreational Facilities as in the prior estate, without liability to the State or any concessionaire or licensee of the State or any third party beneficiaries or the public. It is the intent and purpose of the parties that the District shall have a valid and enforceable right of entry on condition broken under the provisions of the preceding sentence until termination of this Lease Agreement or until completion of the Reservoir enlargement and expansion, whichever first occurs. The prohibition set forth in this paragraph shall not apply to any employee of the Division of Wildlife, Colorado Water Conservation Board or other State agency, or any concessionaire of the State on the Reservoir Property, nor shall such prohibition apply to any employee of the State or member of the Colorado Board of Parks and Outdoor Recreation who expresses an opinion in his or her private capacity.

22. This Lease shall be binding upon the parties hereto, their successors, and assignees. However, the State shall not assign this Lease without the prior written consent of the District. Time is of the essence of this Lease Agreement. In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall conclusively be presumed to affect adversely all other provisions hereof, as one integrated Lease Agreement, and therefore any such holding shall conclusively be deemed to be a complete termination of this Lease Agreement. This Lease Agreement may not be altered or amended, and no right under this Lease Agreement may be waived, except by a written instrument executed by the parties (or, in the case of a waiver, by a written instrument executed by the party granting the waiver) to this Lease Agreement. No waiver of any breach of any portion of this Lease Agreement shall be deemed a waiver of any preceding or succeeding breach of that provision. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. This Lease Agreement, and the Master Plan and the Management Plan to which this Agreement refers, contain the entire agreement between the parties with respect to the subject matter of this Lease and supersedes the prior lease between the parties and all prior understandings with respect to the subject matter of this Lease, the Master Plan, and the Management Plan. The parties have made no prior representations and have given no warranties with respect to the subject matter

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

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

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

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

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

25. GENERAL

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

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

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

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Kay Weinland Routt County CO LEASE R 161.00 D 0.00

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

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

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

CONTRACTOR:

UPPER YAMPA WATER CONSERVANCY DISTRICT

By _____
Thomas R. Sharp, President

Attest: _____
John R. Fetcher, Secretary
25 August 2004

STATE OF COLORADO

Bill Owens, Governor

By _____
Executive Director

DEPARTMENT OF NATURAL RESOURCES

BOARD OF PARKS AND OUTDOOR RECREATION

By: _____

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

By: _____
Cristina Valencia
Risk Manager

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Kay Weinland Routt County, CO LEASE R 161.00 D 0.00

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UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 03/15/23

Item: **Comment Letter to Routt County Planning Department regarding**

_____ DIRECTION
_____ INFORMATION
__X__ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

On February 08, 2023, the Upper Yampa Water Conservancy District (UYWCD) received notice of a new planning application to Routt County for the proposed Stagecoach Mountain Ranch Project. This project includes the proposed development of the Stagecoach Ski Are and has seen varied levels of activity for several years. The UYWCD staff prepared a Draft Comment Letter on the proposed project for submittal to the Routt County Planning Department. The UYWCD requests authorization to submit a final version of this comment letter to the Routt County Planning Department following discussion. The originally requested deadline for submittal of comments on this project to the Routt County Planning Department was March 1, 2023. The Routt County Planning Department agreed to accept comments from the UYWCD following the March 15, 2023 UYWCD BOD meeting

II. Summary and Alternatives:

The proposed development includes residential and commercial properties, a ski area, and golf course. This is the same development group that purchased the Stetson Ranch, upstream of Stagecoach Reservoir, soon after Frank Stetson's passing. The project narrative and conceptual project drawings are included with this communication for reference.

The UYWCD identified concerns with the proposed project including water quality impacts, infrastructure use, potential Stagecoach State Park management conflicts, and Morrison Creek Water Sanitation facilities capacity. These concerns are detailed in the Draft comment letter included with tis communication for UYWCD BOD review and comment.

UYWCD General Counsel Weiss has a conflict of interest in this matter. The UYWCD staff requests that UYWCD BOD declare any conflicts they may have.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation:

The UYWCD staff recommends that the UYWCD BOD discuss concerns and potential impacts of the proposed project to the UYWCD facilities, water resources of the Upper Yampa Basin, and Stagecoach Reservoir and State Park. Following this discussion, the UYWCD may decide to provide guidance to UYWCD staff for edits to the Draft Comment Letter and authorize the submittal of a final comment letter to Routt County Planning Department including approved edits.

IV. Legal Issues:

Potential conflicts of interest should be declared by UYWCD staff and/or BOD.

V. Consistency with Board Goals and Policies:

UYWCD SP Objective 5.

Attachments:

Attachment 1: Draft Comment Letter

Attachment 2: Project documents submitted to Routt County Planning Department

DRAFT WORKING DOCUMENT 031523

UPPER YAMPA WATER
CONSERVANCY DISTRICT

March 15, 2023

Kristy Winser
Routt County Planning Department
136 6th Street, Suite 200
Steamboat Springs, CO 80487

RE: Stagecoach Mountain Ranch Project

Dear Routt County Planning Department:

Thank you for the opportunity to comment on the proposed Stagecoach Mountain Ranch Project. The proposed project is adjacent to Upper Yampa Water Conservancy District (UYWCD) property, Stagecoach Reservoir, and Stagecoach State Park. As a neighboring property owner, the UYWCD is generally supportive of the proposed activities. However, with a proposed development project of this magnitude and complexity, the UYWCD does have concerns about the potential effects Stagecoach Mountain Ranch may have on the surrounding area and the water resources of the Upper Yampa River Basin. Beyond the UYWCD's comments below, the UYWCD requests that the Routt County Planning Depart request a public presentation by the project proponents to allow for early public engagement in the planning process for this project.

Given the proximity of the proposed activities to UYWCD property and operations, the UYWCD will seek to ensure that any project development activities comply with all local, county, state, and federal regulatory programs applicable, including but not limited to Routt County Planning, United States Army Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), Colorado Department of Public Health and Environment (CDPHE), Federal Energy Regulatory Commission (FERC), United States Forest Service (USFS), Bureau of Land Management (BLM), Environmental Protection Agency (EPA), and Colorado Division of Parks and Wildlife (CPW). To clarify and organize some of the UYWCD's initial concerns about the proposed project, we have responded to specific sections included in the *Narrative for Stagecoach Mountain Ranch Project* (February 1, 2023) that is included in the project application materials:

Section 1: Introduction

The inclusion of up to 800 residential properties associated with the full project development raises concerns by the UYWCD about multiple impacts to existing infrastructure adjacent and leading to the proposed project areas. Upgrades to roads and civil infrastructure necessary for

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

the addition of 800 new residential units in the Stagecoach area need to be quantified and explicitly defined by a third-party technical analysis in future submittals.

Additionally, the real impacts to areas adjacent and/or in close proximity to the proposed project may not be known for several years after development activities are completed. Routt County could consider the requirement of a development impact fund to be used for the purpose of mitigating the long-term effects of the proposed project. This financial mechanism could be tied to the realized revenues of the proposed project.

Section 2: Stagecoach Mountain Ranch: A Low Impact, Low Density, High Quality, High Tax Paying Community

The proposed community design will need to consider the impacts of development during all phases of the project lifespan, including construction. The UYWCD has concerns about the construction phase and long-term potential effects on water quality, weed management, and roadways the proposed activities may have.

All references to and/or demarcations of the site of the proposed golf development as the "Golf Course/Marina property" in the Stagecoach Community Plan should be deleted. This nomenclature is outdated. The identified property does not possess any rights of ownership that include rights and/or options to develop or construct a marina on Stagecoach Reservoir. Therefore, the UYWCD requests that the property/area should be renamed so as not to carry any connotation of unauthorized construction of a marina.

The proposed development of 390 acres adjacent to Stagecoach Reservoir as a golf course will have an impact on the water quality of Stagecoach Reservoir. All non-point source run-off and organized discharge from the proposed development into Stagecoach Reservoir will need to be monitored on a predetermined schedule to comply with EPA, CDPHE, and Routt County water quality standards. Any degradation of the water quality of Stagecoach Reservoir resulting from the proposed development activities will not be acceptable. The UYWCD is willing to work with the project proponents, EPA, CDPHE, and Routt County in a stakeholder role to establish a water quality management program for Stagecoach Mountain Ranch. The current Routt County water body setback requirements should be reviewed for the potential for expansion for the golf course component of the proposed project.

The project owners, present and future, are to be responsible for all point and non-point source water quality degradation resulting from the full development of the project as presented, including the water quality of Stagecoach Reservoir as determined by all current and future regulatory agency standards. [AR1]

Section 3: Residential Development

The UYWCD requests that the project proponents provide the UYWCD with a CDPHE accepted technical analysis that the newly renovated Morrison Creek Metropolitan Water and Sanitation

District's (MCMWSD) facilities that discharge directly into Stagecoach Reservoir will continue to comply with all Routt County, CDPHE and Federal wastewater requirements at the wastewater capacity envisioned with the full development of the proposed project (+800 residential units and commercial development). The UYWCD encourages Routt County to solicit comments from MCMWSD about the proposed project and that any comments from MCMWSD be made public.

The project owners, present and future, are to be responsible for all point and non-point source water quality degradation resulting from the full development of the project as presented, including the water quality of Stagecoach Reservoir as determined by all current and future regulatory agency standards. [AR2]

Section 4: Recreational Amenities

Boating and watercraft access to Stagecoach Reservoir will only be allowed through existing Stagecoach State Park boat ramps and/or existing access points for personal watercraft included in current CPW State Park management activities. All other access to UYWCD property shall remain as existing unless otherwise agreed to by UYWCD.

There are no current authorizations and/or agreements to construct an additional marina on Stagecoach Reservoir.

Section 8: Water

The UYWCD appreciates that the project proponents have a stated intent to utilize existing water supplies in close proximity to the proposed project properties as a source for any additional water supply required. There currently are no water storage contracts in UYWCD storage facilities associated with the proposed project uses. It would be helpful for the project proponents to quantify and report all additional water supply use that will be necessary for the fully developed proposed project. The UYWCD requests that the project proponents consider stringent restrictions on irrigation of lawns and/or landscaping for all components of the proposed project.

Any contractor's use of contracted UYWCD Water shall in all instances be in accordance with the terms of a water supply contract, the permits and decrees of UYWCD's water rights, UYWCD's adopted policies and procedures, as they may change from time to time, and in accordance with applicable law and all decrees related to the contracted water.

The project owners, present and future, are to be responsible for all point and non-point source water quality degradation resulting from the full development of the project as presented, including the water quality of Stagecoach Reservoir as determined by all current and future regulatory agency standards. [AR3]

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Section 9: MCMWSD

The UYWCD believes that documentation of formal consultation with MCMWSD and an analysis of the impacts the full development of the proposed project will have on the MCMWSD and Stagecoach Reservoir are requirements of any future project development applications submitted to Routt County.

Please see comments on Section 3 above.

Sincerely,
On Behalf of the UYWCD Board of Directors

Andy Rossi
General Manager
Upper Yampa Water Conservancy District

arossi@upperyampawater.com

Narrative for Stagecoach Mountain Ranch Project
February 1, 2023

Stagecoach Mountain Ventures, LLC, (the "Developer") requests an Advisory Resources Team meeting for preliminary technical review and feedback on plans to be submitted for the development of property in the Stagecoach area of Routt County. The development proposal is a master plan for development on a portion of approximately 6620 acres of privately owned property in Stagecoach. The primary component of the development is a private recreation-based residential community and club known as Stagecoach Mountain Ranch (SMR) anticipated to include approximately 800 residential properties and extensive recreational activities. In addition to SMR, the plan anticipates development of public amenities and services for the Stagecoach area including a public commercial center, recreational trails and parks, housing, and upgrades to roads and infrastructure. Implementing this plan for this property is expected to be a major contributor to the economic development of South Routt County, replacing lost property tax base and jobs as the area transitions from the coal-based economy that has been the primary economic driver for the past 100 years. The plan respects and incorporates land uses and directives of the Stagecoach Community Plan and Routt County Master Plan and provides an economically viable framework for the Stagecoach community to become a Tier 2 growth area within Routt County. Stagecoach Mountain Ranch is a legacy for the Developer, a fifth generation Colorado family who have raised kids in the Yampa Valley and have spent more than 45 years assembling the lands that make up this project. We understand the qualities that make Routt County unique and the imperative need to steward the land and natural resources of this development with integrity and long-term vision. Building a project of the highest quality that will endure and sustain for generations to come is the overarching goal and will require implementing leading edge water and energy conservation practices, adhering to strict design and construction standards, and setting the bar for future development.

Stagecoach Mountain Ranch: A Low Impact, Low Density, High Quality, High Tax Paying Community.

SMR is envisioned to be a place of exceptional quality set within the natural beauty of Stagecoach. The proposed design is anticipated to utilize, build upon, and improve existing infrastructure while being appropriate to the natural land forms of the Stagecoach area. SMR will require sustainability in design and use of materials, respect natural landscape and indoor/outdoor living qualities, and pay particular attention to shade and shadow in community design. The aesthetic goal is to respect and relate to the core elements of Steamboat's western heritage, while embracing state of the art technologies and current design trends.

SMR will be created on two separate properties in the Stagecoach area. The ski mountain property, generally referred to as the Stagecoach Ski Area includes approximately 6,230 acres on the northwest end of Green Ridge. The golf course property, referred to in the Stagecoach Community Plan as the Golf Course / Marina property, includes approximately 390 acres fronting Stagecoach State Park on the south side of Stagecoach Reservoir for approximately 2.5 miles. Together the ski mountain property and the golf course property include parcels currently zoned

and platted Commercial, Planned Unit Development (PUD), High Density Residential (HDR), and Agricultural / Forestry (AF). Three parcels on the mountain property total approximately 17 acres of commercially zoned or PUD property. There are more than 400 acres of property zoned HDR between the ski mountain and golf course properties, a zoning category allowing for more than 5,800 residential units based upon minimum lot size of 3000 sq. ft. per residential unit. The balance of the properties, approximately 6200 acres, are zoned Agricultural / Forestry, including 690 acres subject to a conservation easement held by the Colorado Cattlemen's Agricultural Land Trust. Anticipated to have 800 residential units SMR represents a substantially lower density than allowed and will have a lower impact including less traffic, less impact on infrastructure, and less impact on County services including schools, fire, police, etc. than permitted under the current zoning. In addition, the very high-quality residences with high appraised values will generate significant tax revenues for the County.

Residential Development.

The residential development plan for Stagecoach Mountain Ranch seeks to rezone and redistribute zoning in a comprehensive master plan to include 50 – 100 large tract lots (Land Preservation Subdivision and / or 35+ acre lots) , 200 – 400 single family lots to be located within the boundaries of, and served by, the Morrison Creek Metropolitan Water and Sanitation District (MCMWSD), and the balance of units in multi-family properties including townhomes and condominiums (also to be served by MCMWSD). Approximately 80% of the residential development is anticipated to be located in the mountain property and 20% on the lake front property. Except for the large tract single family lots, all residences on the ski mountain are anticipated to be located within approximately 350 acres situated within ½ mile of County Road 212. All of the residential units to be served by MCMWSD will be located within the current boundaries and service area of MCMWSD. The development plan seeks to create a forward-thinking model for recreational resort development with focus on sustainability, conservation, wildlife protection, and protection of sky lines and night skies.

Recreational Amenities.

SMR will offer a variety of recreational activities to members that will be operated as a private club. The activities are expected to include Nordic and Alpine skiing and snowboarding, golf, fishing, boats and water craft for use on Stagecoach Reservoir, trails for hiking, biking, and horseback riding, hunting and shooting sports, racquet sports, a fitness center with swimming pool, ice skating, sledding, wellness programing, kids activities, and other recreational endeavors. SMR will also continue to maintain agricultural operations on a large portion of the mountain property with equestrian and participation in ranching activities as part of recreational programming.

A golf course and ski mountain are the two primary recreational features requiring significant infrastructure and investment. Currently, the ski mountain is operated under Special Use Permit (SUP) 94-228. The size of the mountain property has more than doubled since the SUP was first permitted and the Developer will seek to amend the SUP to provide for additional chairlifts, terrain, snowmaking, and on mountain facilities and activities.

The Developer will also seek a SUP, and any needed zoning amendments for the golf course and other recreational activities requiring such permitting. Situated between existing development at Stagecoach and the Stagecoach Reservoir and State Park, the golf course property is a major view corridor in the Stagecoach area which will largely be protected by development of a golf course and a reduction in residential development on this property by more than 97% of the zoned residential density. SMR will work with the appropriate entities/ MCMWSD to explore the ability to partially reclaim treated wastewater for use as golf irrigation water in contrast to solely relying upon the freshwater resources.

Private Commercial Development.
Private commercial development at SMR is planned for both the ski mountain and golf course properties. Private commercial development at the ski mountain includes base area and on mountain ski lodges with indoor and outdoor gathering areas, locker and gear rooms, restaurants, fitness, wellness and spa facilities, office and retail space, storage and staff locker rooms. A number of cabins for member use are also planned for the ski mountain property for day and overnight use. Maintenance and storage facilities for snowcats, snow machines, and heavy equipment for construction and road maintenance will be planned and located around the ski mountain to minimize impacts.

Private commercial development at the golf course property includes a clubhouse and activity center for the golf course and lake activities with pro shop, offices, and retail space, fitness and wellness center with locker rooms, swimming pool, bar and restaurant facilities, and racquet sports facility. Maintenance and storage facilities for equipment, boats, and golf carts will also be located on the golf course property.

Public Development.
Development of public amenities at Stagecoach for community benefit is planned as part of the project. These amenities will include a public commercial center or district with retail and office space, outdoor and indoor community gathering areas, public recreational trails and parks. The commercial district or center will be located to be central to existing residential development in the north (lake) end of the Stagecoach community. Non-motorized public recreational trails for hiking and biking are planned to provide public access to 720 acres of property owned by the Bureau of Land Management (BLM) that currently does not have public access and is located approximately ¼ mile west of the Stagecoach Townhomes and the Meadowgreen area. Other trails will connect to the existing trail system through the Neighborhoods at Youngs Peak and connect to the State Park trail that runs around Stagecoach Reservoir. The intent of the trail system is to create a cohesive trail system connecting neighborhoods and existing trails with additional public lands in the north (lake) portion of Stagecoach. In addition to trails, the plan contemplates the creation and dedication of a public park on the south side of Stagecoach Reservoir abutting the State Park. The park is envisioned as a community gathering place on the south side of the lake with parking, open space, firepits and bbq grills, playgrounds, and other facilities for public social and recreational activity and gatherings. A commercial site for a bar / restaurant may be adjacent to or a feature of the public lake front park. Other public amenities

may include a site for a sledding hill, recreation center and / or recreational fields next to the commercial district.

Workforce Housing.
Development of SMR will create hundreds/ thousands of permanent jobs for the Stagecoach area and South Routt County. Additionally, SMR anticipates the creation of many ancillary jobs via supportive services such as construction. While many residents of Stagecoach presently commute to Steamboat Springs for work and live in Stagecoach because of affordability, the Developer anticipates residents of Stagecoach will end up having a choice of being able to work in Stagecoach because of SMR and the jobs it will create. However, the Developer also understands workforce housing is an encompassing need throughout Routt County and will develop work force housing as a component of the project. The amount of, and location for, workforce housing is expected to be further refined through the entitlement process for the project.

Water.
The Developer acknowledges that water is a critical element of any new development project. The Developer presently has some adjudicated water rights that are for the use and benefit of the project. Additional water for golf course irrigation, snowmaking, and residential and commercial use is expected to be procured through long term water delivery leases from the Upper Yampa Water Conservancy District. Because of the impending closure of power plants at Hayden and Craig Station, the operator of those power plants has recently surrendered leases for over 7000-acre feet of water in Stagecoach Reservoir. The Developer plans to lease water sufficient to support the development plan in addition to further development of its existing water rights for the project. As previously mentioned, the Developer will work to create effective water conservation strategies and will aggressively seek to minimize issues associated with runoff, erosion, and water contamination.

Morrison Creek Metropolitan Water and Sanitation District.
Most of the residential and commercial development at SMR will occur within the geographical service boundary of MCMWSD. The Developer understands the need to work with MCMWSD and has had preliminary discussions with the manager of MCMWSD relative to new development within the District, as well as some of the needs and desires of the District for future development. The Developer anticipates being able to work with MCMWSD to utilize and improve District facilities and financial stability.

Routt County.
Routt County is the governing authority for Stagecoach and SMR. The Developer understands that development of SMR requires approval from Routt County through its Planning Commission and Board of County Commissioners. In seeking approval for this project, the Developer understands and expects the project will need to be in the best interests of the County. The Developer plans to address development impacts to the County including issues such as improvement of County Road 14 and other roads, the need for workforce housing, the needs and

requirements of the South Routt School District and other governmental agencies, amongst other requirements.

Fiscal and Economic Impacts.
The development of approximately 800 residential units plus sitework and amenities as part of the proposed Stagecoach Mountain Ranch Project would generate positive impacts for the local Routt County economy. During an approximate 10-year construction period, the project would support over 2,000 direct and indirect full time equivalent construction jobs with an associated approximate $1.4 billion in labor income. Upon project completion, the community's residents would also generate positive economic impacts through household spending on local goods and services.

From a fiscal impact perspective, the project would generate tax revenues for the State and County both during the construction period and over the long-term. During the construction period, the project would generate a positive fiscal benefit to the State general fund. The County general fund would also realize a one-time positive fiscal impact from building permit fees during the construction period. In addition, the Developer will pay impact fees required as terms of development approvals.

Additionally, and perhaps most significantly, the Project will provide long-term fiscal benefits associated with the operational phase of the project, including annual new property tax revenues. The below table is to provide a rough example of such benefits based upon early simplistic projections and hypothetical numbers using current mill levies and rough assessed valuation ratios.

Using a ten-year horizon and a conservative perspective, the estimated annual property tax impact associated with the project could be:

Product Type	Number of Units	Est. Avg. Valuation/ Unit	Assessed Valuation	Annual Tax Impact
Residential Homes	250	$8 million	$140 million	$13.5 million
Commercial (Lifts, golf, lodges)	N/A	$200 million	$56 million	$5.4 million
Vacant Lots	550	$1 million	$140 million	$13.5 million
		Total	**$336 million**	**$32.4 million**

The above estimates represent more than triple the current tax revenue for the school district and a tenfold increase in the tax revenue for the Morrison Creek Water and Sewer District.

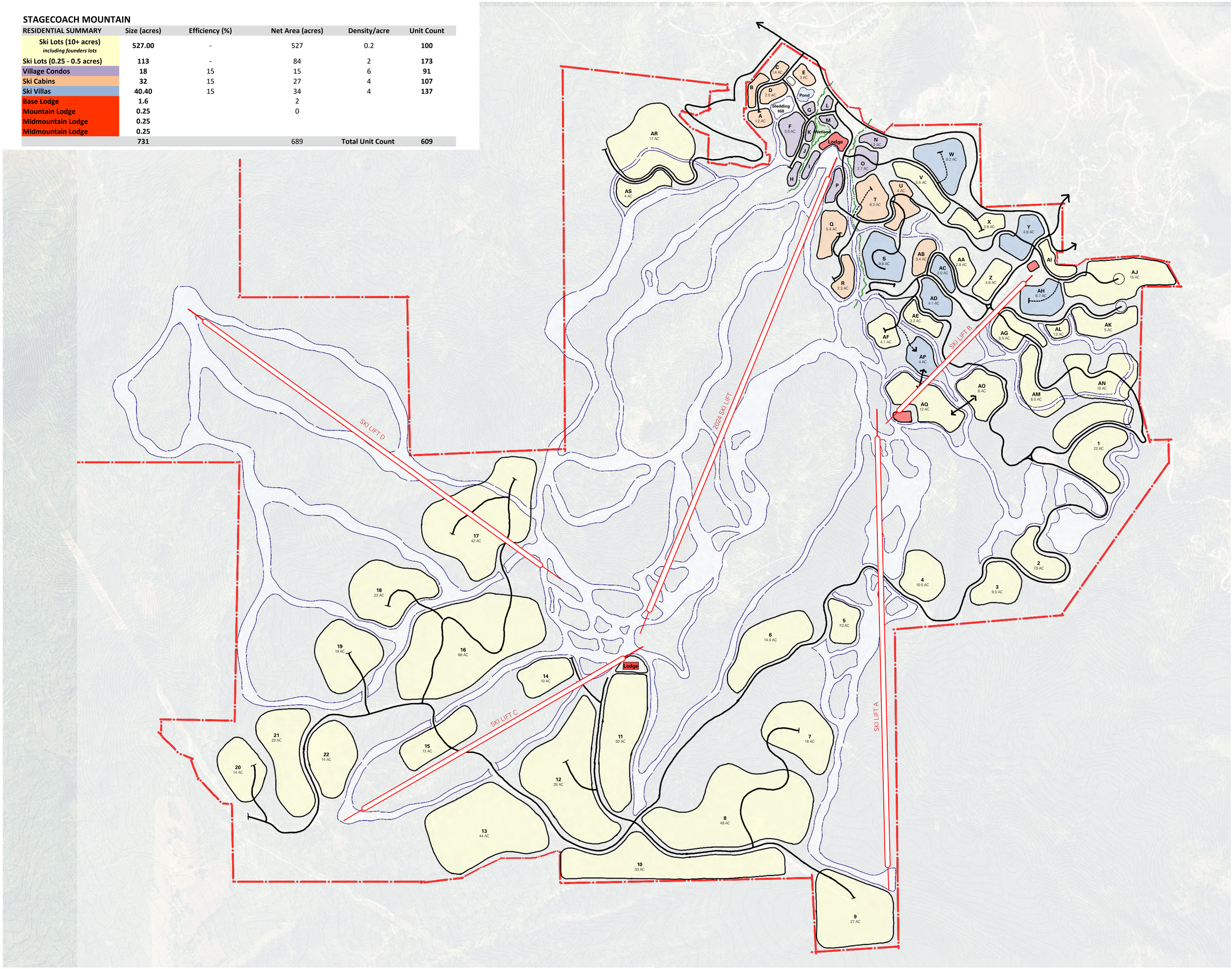
As a further example, at full buildout, with 800 built residential units and completion of all anticipated infrastructure, the estimated annual property tax impact would be as outlined below:

Product Type	Number of Units	Est. Avg. Valuation/ Unit	Assessed Valuation	Annual Tax Impact at Present Mill Levy
Residential Units	800	$8 million	$448 million	$43.25 million
Commercial (Lifts, golf, lodges)	N/A	$500 million	$145 million	$14 million
		Total	**$593 million**	**$57 million (+)**

The important point is that the Project will provide very meaningful fiscal and economic benefits for Routt County. When we move forward with the Preliminary Application, we will commission a detailed and professional fiscal and economic study to support the estimated valuation of benefits.

STAGECOACH MOUNTAIN

RESIDENTIAL SUMMARY	Size (acres)	Efficiency (%)	Net Area (acres)	Density/acre	Unit Count
Ski Lots (10+ acres) *including founders lots*	527.00	-	527	0.2	100
Ski Lots (0.25 - 0.5 acres)	113	-	84	2	173
Village Condos	18	15	15	6	91
Ski Cabins	32	15	27	4	107
Ski Villas	40.40	15	34	4	137
Base Lodge	1.6		2		
Mountain Lodge	0.25		0		
Midmountain Lodge	0.25				
Midmountain Lodge	0.25				
	731		689	Total Unit Count	609



STAGECOACH MOUNTAIN RESORT

STAGECOACH, CO

SKETCH DEVELOPMENT SUMMARY

NORTH

0 250 500 1000

ORIGINAL SCALE: 1"=500'-00"

DESIGNWORKSHOP

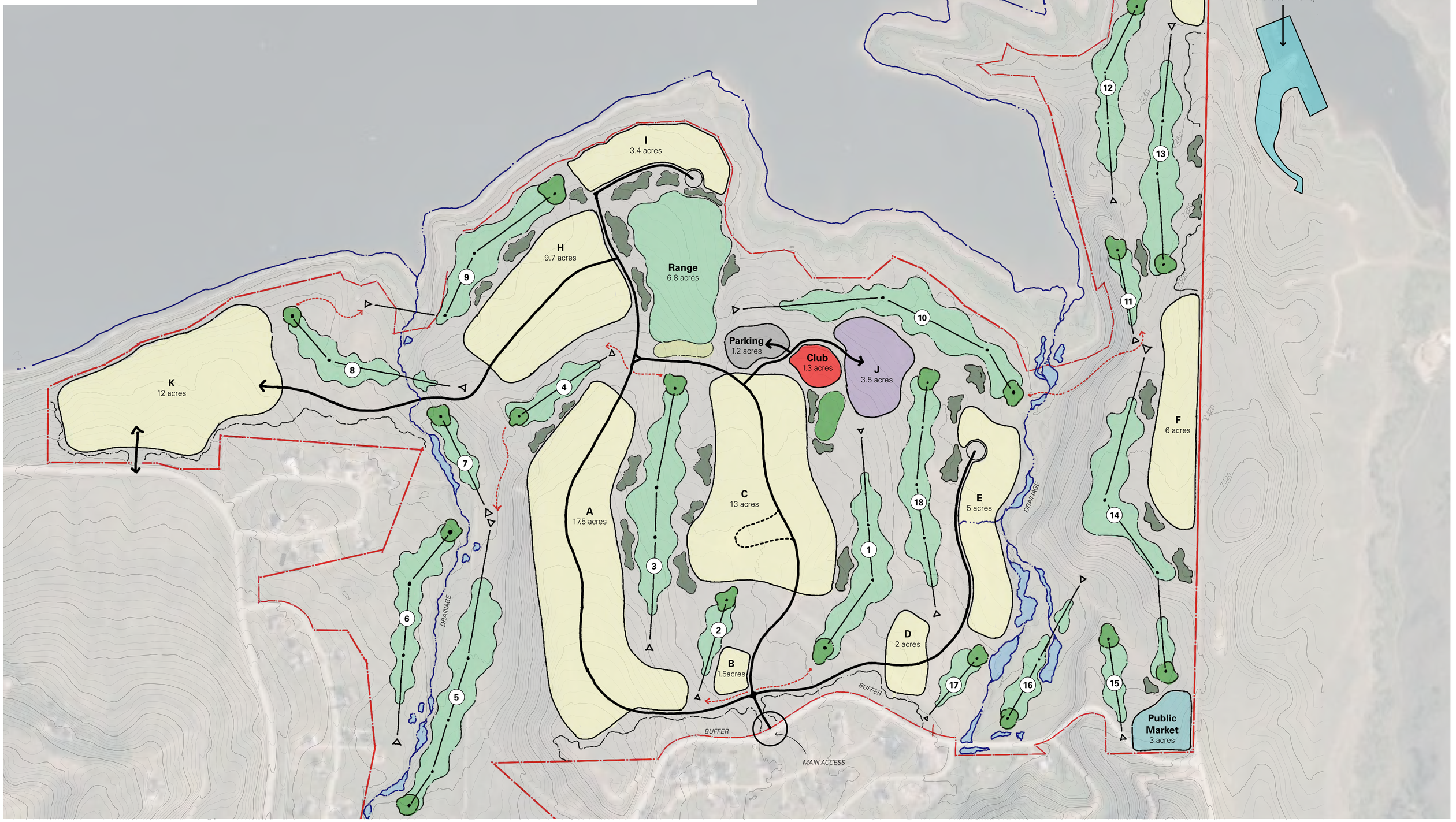
Landscape Architecture • Land Planning • Urban Design • Tourism Planning

1390 Lawrence Street, Suite 100 • Denver, CO 80204 • 303-623-5186 Facsimile 303-623-2260

DEC 2022

GOLF COURSE

RESIDENTIAL SUMMARY	Size (acres)	Efficiency (%)	Net Area (acres)	Density/acre	Unit Count
Golf Lots (0.5 acres)	**75.1**	15	64	2	**128**
Golf Villas	**4.0**	15	3.4	6	**18**
Clubhouse	**1.3**	-	-	-	**-**
Parking	**1.2**	-	-	-	**-**
Golf Maintenance	**4.0**	-	-	-	**-**
Public Market	**3.0**	-	-	-	**-**
	88.6			**Total Unit Count**	**146**



STAGECOACH MOUNTAIN RESORT

STAGECOACH, CO

GOLF LOTS

NORTH

0 100 200 400

ORIGINAL SCALE: 1"=200'-00"

DESIGNWORKSHOP
Landscape Architecture • Land Planning • Urban Design • Tourism Planning
1390 Lawrence Street, Suite 100 • Denver, CO 80204 • 303-623-5186 Facsimile 303-623-2260

DEC 2022

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 3/15/2023

Item: Reservoir Water Status

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

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

II. Summary:

Yamcolo Reservoir Status as of 3/6/2023- Filling

Stillwater Reservoir Water Stored at Yamcolo: 1,000 AF

Remaining Numbers Reflect UYWCD Water Only:

Current Storage Volume: 4,658 AF

Volume Stored in last 30 days: 346 AF

Volume Stored in last 60 days: 722 AF

Current Outflow: 8 cfs

Stagecoach Reservoir Status as of 3/6/2023 – Holding Steading

Current Storage Volume: 27,040 AF

Volume Stored in last 30 days: 54 AF

Volume Stored in last 60 days: 214 AF

Current Inflow: ~33 cfs

Current Outflow: 33 cfs

III. Staff Recommendation:
N/A

IV. Legal Issues:
N/A

V. Consistency with Board Goals and Policies:
Policy Statement: 2

Attachments:

1. Yamcolo Water Storage Data (WY 2023)
2. Stagecoach Water Storage Data (WY 2022)
3. Colorado SWE Update Map
4. DNR Drought Update
5. Yampa SWE Hydrograph
6. Yampa-White-Little Snake SWE Hydrograph

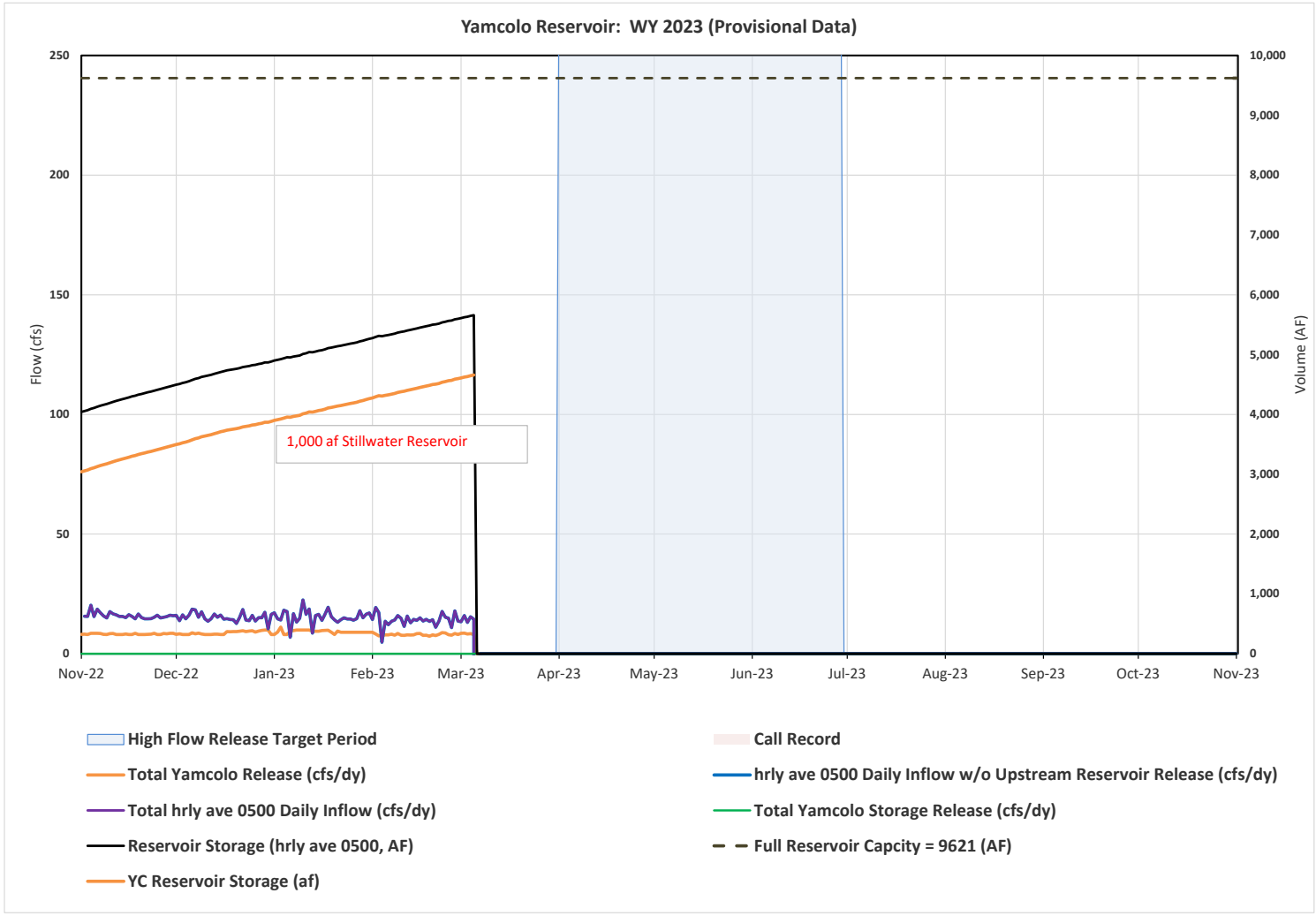
Yamcolo Reservoir Operations
Total Monthly Volume (AF)

Water Year 2023

INFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Physical	915	938	948	781	143								3,725
Storable	439	446	457	337	64								1,742
Stored	442	399	382	335	50								1,607

*1000 af of Stillwater Reservoir Stored

OUTFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Operator	-490	-538	-568										-1,596
Spill													0
Gage	-490	-538	-568										-1,596



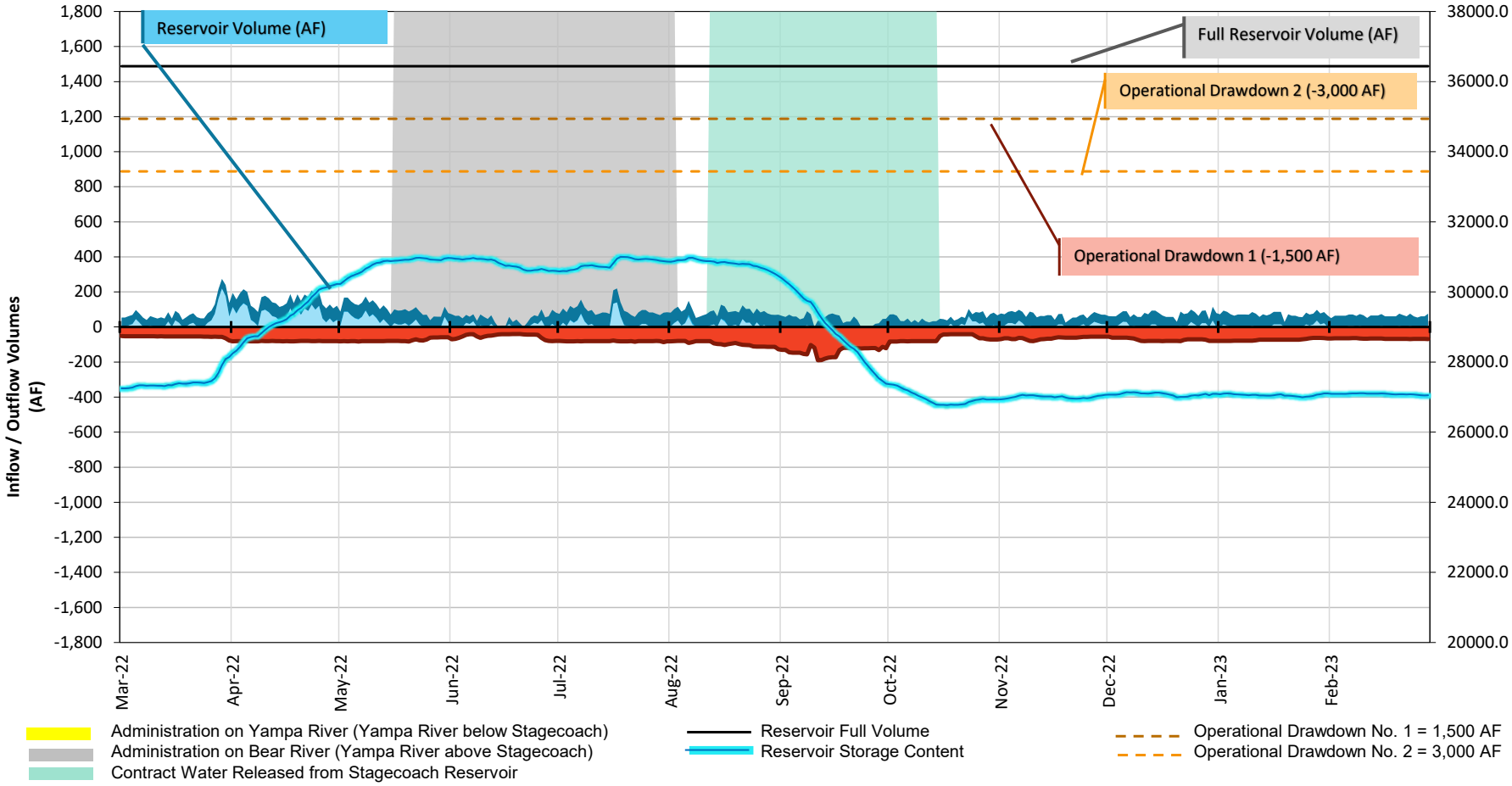
Stagecoach Reservoir Operations

Accounting Year 2022

Total Monthly Volume (AF)

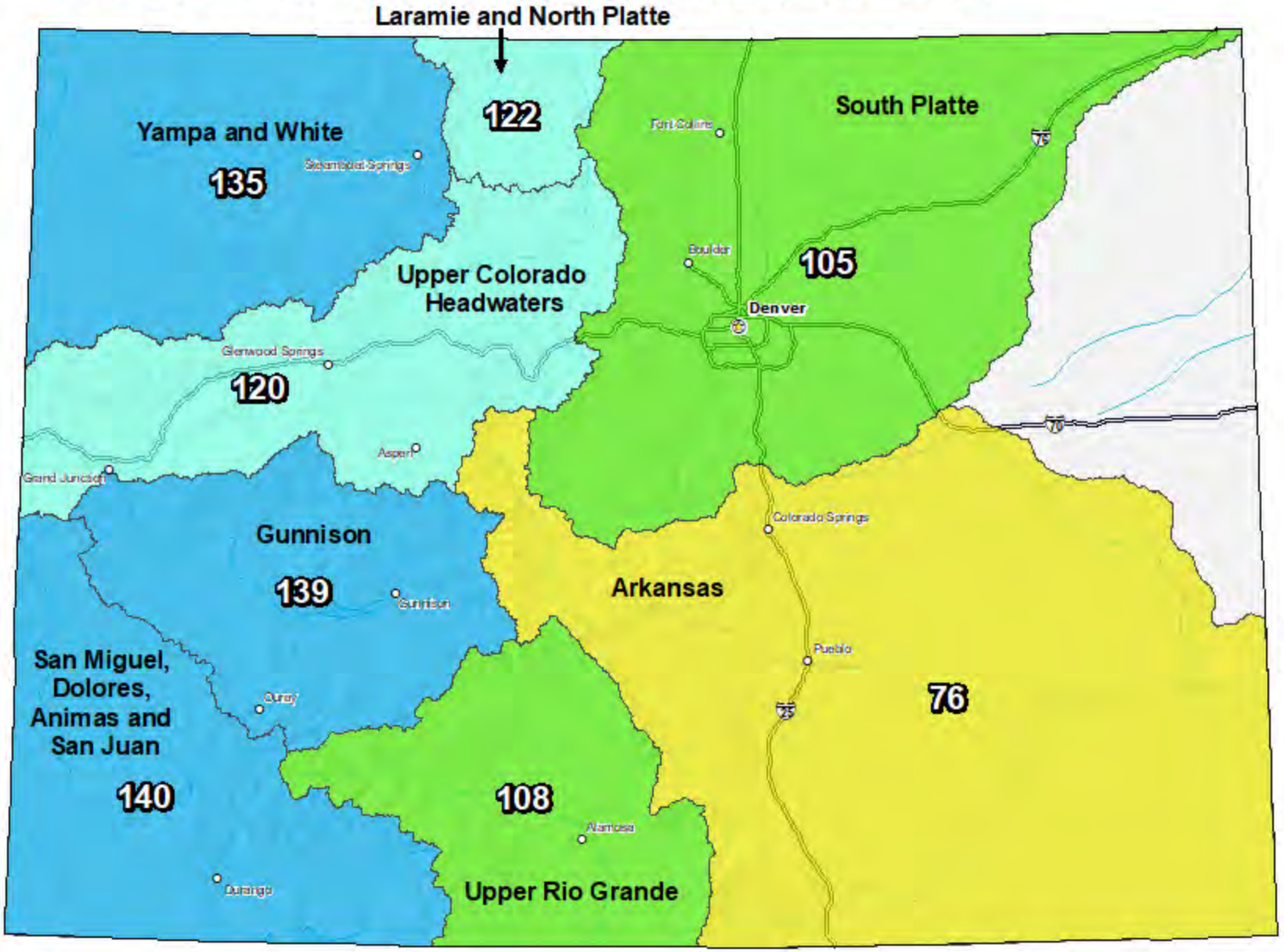
INFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Physical	2,644	4,629	3,288	1,520	3,076	2,798	1,300	1,675	2,062	2,283	2,263	1,813	29,352
Storable	997	2,248	1,013	237	691	458	10	233	297	256	182	51	6,673
Stored	997	2,208	986	235	666	426	10	233	295	254	182	51	6,545

OUTFLOW	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Total
Operator	-1,700	-2,420	-2,342	-1,579	-2,514	-2,978	-4,155	-2,030	-1,912	-2,253	-2,249	-1,864	-27,996
Spill	0	0	0	0	0	0	0	0	0	0	0	0	0
Gage	-1,700	-2,420	-2,342	-1,579	-2,514	-2,978	-4,155	-2,030	-1,912	-2,253	-2,249	-1,864	-27,996



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

Mar 06, 2023



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

- unavailable *
- <50%
- 50 - 69%
- 70 - 89%
- 90 - 109%
- 110 - 129%
- 130 - 149%
- >=150%

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

Provisional Data Subject to Revision

USDA NRCS

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

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

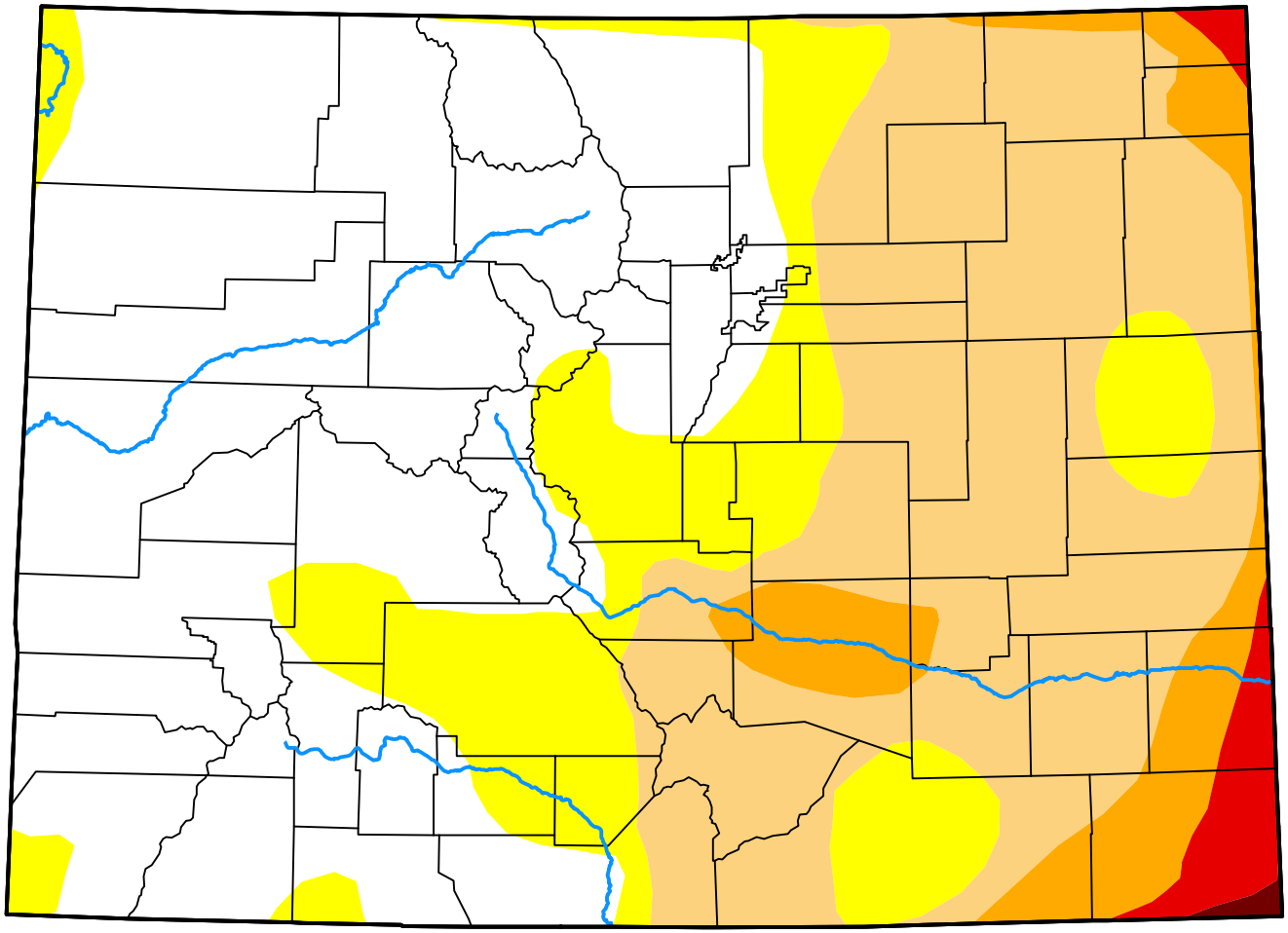
U.S. Drought Monitor

Colorado

February 28, 2023

(Released Thursday, Mar. 2, 2023)

Valid 7 a.m. EST



Intensity:

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

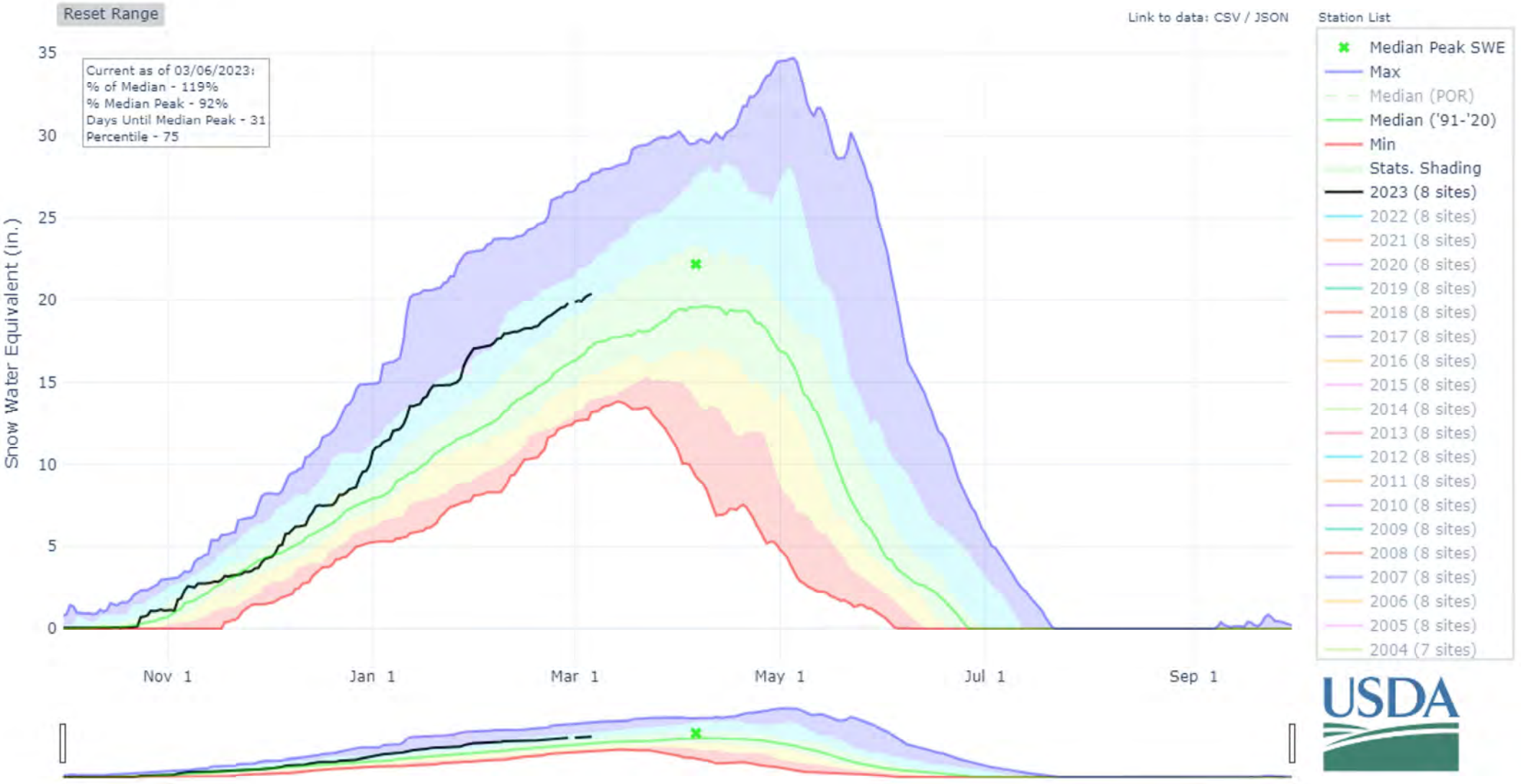
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

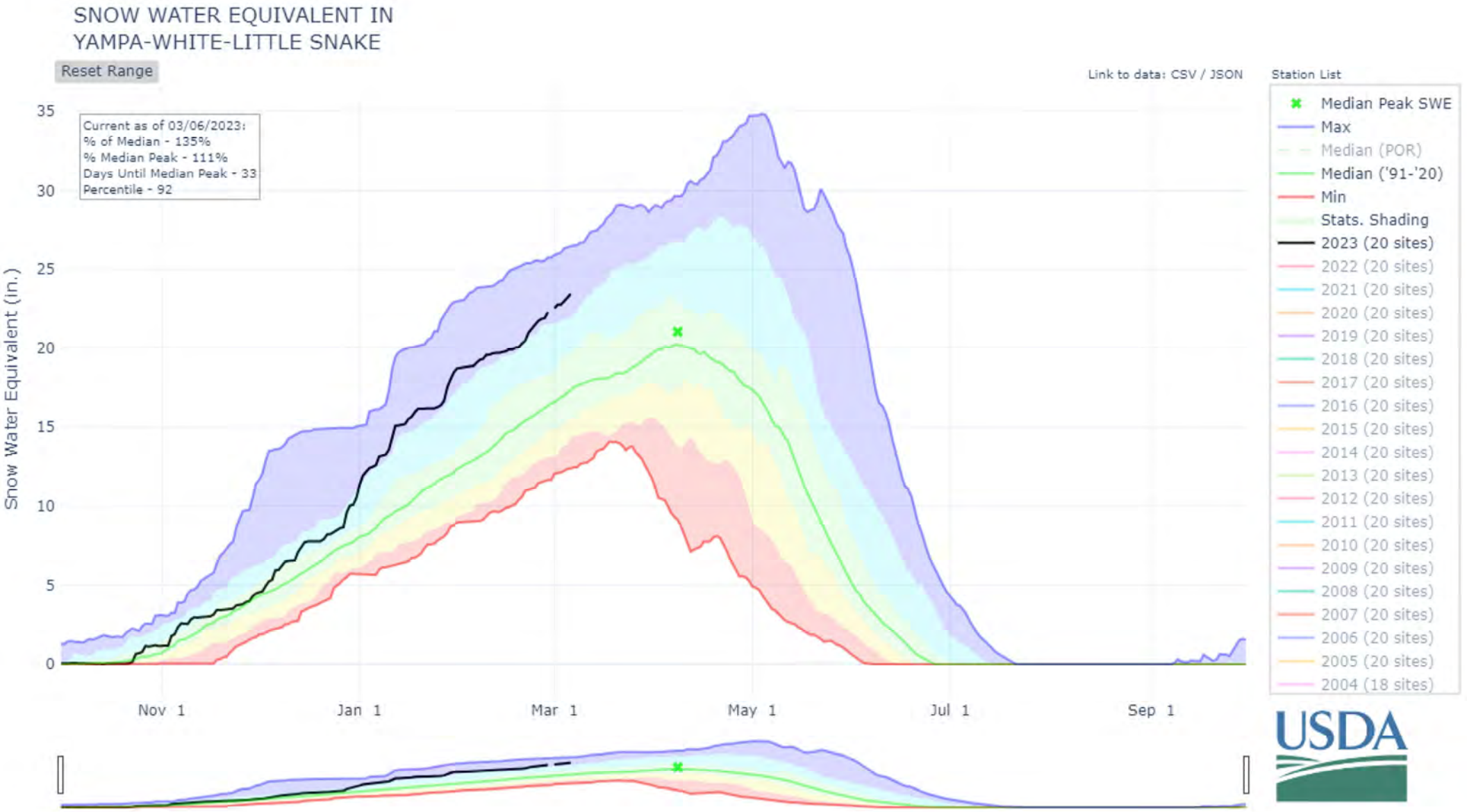
Author:

Richard Heim
NCEI/NOAA

droughtmonitor.unl.edu

SNOW WATER EQUIVALENT IN YAMPA




SNOW WATER EQUIVALENT IN
YAMPA-WHITE-LITTLE SNAKE
Reset Range
Link to data: CSV / JSON
Station List
Current as of 03/06/2023:
% of Median - 135%
% Median Peak - 111%
Days Until Median Peak - 33
Percentile - 92
Snow Water Equivalent (in.)
0
5
10
15
20
25
30
35
Nov 1
Jan 1
Mar 1
May 1
Jul 1
Sep 1
Median Peak SWE
Max
Median (POR)
Median ('91-'20)
Min
Stats. Shading
2023 (20 sites)
2022 (20 sites)
2021 (20 sites)
2020 (20 sites)
2019 (20 sites)
2018 (20 sites)
2017 (20 sites)
2016 (20 sites)
2015 (20 sites)
2014 (20 sites)
2013 (20 sites)
2012 (20 sites)
2011 (20 sites)
2010 (20 sites)
2009 (20 sites)
2008 (20 sites)
2007 (20 sites)
2006 (20 sites)
2005 (20 sites)
2004 (18 sites)
USDA

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 3/15/2023

Item: Reservoir Inflow Forecasting

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

Data and forecasting products are included as reference materials for a summary discussion of the 2023 reservoir inflow forecasting.

II. Summary:

N/A

III. Staff Recommendation:

N/A

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

Policy Statement: 2

Attachments:

1. UYWCD Yamcolo Inflow Forecast Worksheet
2. UYWCD Stagecoach Inflow Forecast Worksheet
3. CBRFC Inflow Forecasts
4. Yampa SWE Projection
5. Yampa White Little Snake SWE Projection

Forecast Period: 4/1/2023 7/1/2023 Last Update 3/6/2023 Remaining Forecast Period Days 91

Ditch Openning Date 5/1/2023 Remaining Forecast Period Days until 5/1 30 Remaining Forecast Period Days 5/1 - 7/1 61

DRAFT

	coefficient
const	-2.66513025
Bear R	1.103521406

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

Date	Peak SWE (in.) Bear River	Forecast (KAF)	Forecast (% Avg)	ω(0.50) (% Avg)	Prob Forecast (% Average) 10%	30%	70%	90%	Prob Forecast, Apr - Jun (KAF) 10%	30%	50%	70%	90%	Observed (KAF)
1989	10.9	9.33	86.9	87.1	119.5	100.4	73.9	54.8	12.8	10.8	9.4	7.9	5.9	9.86
1990	9.9	8.25	76.9	77.4	109.7	90.6	64.1	45.0	11.8	9.7	8.3	6.9	4.8	8.16
1991	11.6	10.18	94.8	94.9	127.2	108.1	81.6	62.5	13.7	11.6	10.2	8.8	6.7	9.21
1992	10.1	8.48	79.0	79.4	111.8	92.6	66.2	47.1	12.0	9.9	8.5	7.1	5.1	7.76
1993	14.9	13.79	128.4	127.8	160.2	141.1	114.6	95.5	17.2	15.1	13.7	12.3	10.3	10.23
1994	10.8	9.30	86.6	86.9	119.3	100.2	73.7	54.6	12.8	10.8	9.3	7.9	5.9	8.53
1995	14.5	13.29	123.8	123.3	155.6	136.5	110.1	90.9	16.7	14.7	13.2	11.8	9.8	8.51
1996	17.2	16.32	151.9	150.8	183.2	164.1	137.6	118.5	19.7	17.6	16.2	14.8	12.7	19.13
1997	14.4	13.23	123.2	122.7	155.0	135.9	109.4	90.3	16.6	14.6	13.2	11.8	9.7	20.14
1998	12.8	11.42	106.4	106.2	138.6	119.5	93.0	73.9	14.9	12.8	11.4	10.0	7.9	11.64
1999	11.7	10.25	95.5	95.6	127.9	108.8	82.3	63.2	13.7	11.7	10.3	8.8	6.8	14.03
2000	11.5	10.03	93.4	93.5	125.9	106.7	80.3	61.2	13.5	11.5	10.0	8.6	6.6	12.34
2001	12.2	10.75	100.1	100.1	132.4	113.3	86.9	67.8	14.2	12.2	10.7	9.3	7.3	9.79
2002	9.5	7.81	72.7	73.3	105.6	86.5	60.0	40.9	11.3	9.3	7.9	6.4	4.4	5.20
2003	12.9	11.60	108.0	107.8	140.2	121.1	94.6	75.5	15.1	13.0	11.6	10.2	8.1	9.93
2004	10.9	9.40	87.6	87.8	120.2	101.1	74.6	55.5	12.9	10.9	9.4	8.0	6.0	8.38
2005	10.0	8.37	77.9	78.4	110.8	91.7	65.2	46.1	11.9	9.8	8.4	7.0	4.9	9.15
2006	12.6	11.24	104.7	104.6	136.9	117.8	91.3	72.2	14.7	12.6	11.2	9.8	7.8	12.74
2007	11.5	10.03	93.4	93.5	125.8	106.7	80.3	61.2	13.5	11.5	10.0	8.6	6.6	10.47
2008	13.4	12.12	112.9	112.6	145.0	125.8	99.4	80.3	15.6	13.5	12.1	10.7	8.6	9.93
2009	12.1	10.69	99.5	99.5	131.9	112.8	86.3	67.2	14.2	12.1	10.7	9.3	7.2	16.51
2010	11.0	9.47	88.2	88.5	120.8	101.7	75.2	56.1	13.0	10.9	9.5	8.1	6.0	10.31
2011	16.8	15.87	147.8	146.8	179.1	160.0	133.6	114.4	19.2	17.2	15.8	14.3	12.3	14.43
2012	7.7	5.83	54.3	55.3	87.6	68.5	42.1	22.9	9.4	7.4	5.9	4.5	2.5	6.09
2013	12.5	11.13	103.6	103.6	135.9	116.8	90.3	71.2	14.6	12.5	11.1	9.7	7.6	6.18
2014	13.9	12.67	118.0	117.6	150.0	130.9	104.4	85.3	16.1	14.1	12.6	11.2	9.2	12.12
2015	10.8	9.25	86.2	86.5	118.8	99.7	73.2	54.1	12.8	10.7	9.3	7.9	5.8	8.64
2016	12.0	10.58	98.5	98.5	130.9	111.8	85.3	66.2	14.1	12.0	10.6	9.2	7.1	11.29
														10.74 mean
Current Year Date														
1/2/2023	5.7	3.6	33.8	35.2	67.5	48.4	21.9	2.8	7.3	5.2	3.8	2.4	0.3	
1/30/2023	7.5	5.6	52.3	53.3	85.6	66.5	40.0	20.9	9.2	7.1	5.7	4.3	2.2	
2/23/2023	9.4	7.7	71.8	72.4	104.7	85.6	59.1	40.0	11.2	9.2	7.8	6.4	4.3	
3/6/2023	10.2	8.6	80.0	80.4	112.8	93.7	67.2	48.1	12.1	10.1	8.6	7.2	5.2	
		-2.7	-24.8	-22.1	10.2	-8.9	-35.4	-54.5	1.1	-1.0	-2.4	-3.8	-5.9	

	Bear River								Forecast Period Total Inflow Volume (KAF)				
2023 Peak SWE (in)	10.2	8.6	80.0	80.4	112.8	93.7	67.2	48.1	12.1	10.1	8.6	7.2	5.2
Date of 2022 Peak SWE	3/6/2023								Remaining Forecast Period Inflow Volume (KAF)				
Earliest Peak SWE Date									12.1	10.1	8.6	7.2	5.2
Mean Peak SWE Date									Remaining Forecast Period Min. Storable Volume (KAF)				
Latest Peak SWE Date									10.18	8.13	6.71	5.29	3.24

4/1 to Date Physical Inflow Volume = (KAF)

4/1 to Date Storable Inflow Volume = (KAF)

Remaining Forecast Period Bypass (@ 8 cfs/dy, 12 cfs/dy) = 1.928 (KAF)

Prob Forecast Target Reservoir Volume (AF)					
-571	1,482	2,903	4,325	6,377	Note: Stage-Storage Data n
Prob Forecast Target Elevation (ft)					
#N/A	9,517.1	9,531.9	9,543.9	9,558.2	

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

Current Reservoir Volume (AF) = 4,677 Current Elevation = 9,546.54

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

*Stillwater storing 1000 af; elevation adjusted to reflect YC Storage Only

Forecast Period: 3/1/2023 7/1/2023 Last Update 3/6/2023 Remaining Forecast Period Days 117 Average Ice-Off Date 4/18

* CRBFC Daily Forecast Referenced for Management on xx/xx

Current Year 100% Ice-Off Date

Days Since Current Year Ice-Off Date

DRAFT

$y = ax_{RC} + bx_{LP} + c$

	coefficient
const	-15.2324974
Ripple_Creek	0.711917345
Lynx_Pass	1.316002847

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

	Peak SWE (in.)					Prob Forecast (% Average)				Prob Forecast (KAF)					
Year	Lynx Pass (8,880')	Ripple Creek (10,340')	SWE Index Volume (KAF)	SWE Index Vol. (% Avg)	ω(0.50) (% Avg)	10%	30%	70%	90%	10%	30%	50%	70%	90%	Observed Inflow (KAF)
2002	9.1	18.5	9.91	59.6	60.4	78.7	67.9	52.9	42.0	13.1	11.3	10.0	8.8	7.0	8.517
2012	8.4	18.0	8.64	52.0	52.8	71.2	60.3	45.3	34.5	11.8	10.0	8.8	7.5	5.7	10.630
1990	11.0	20.3	13.70	82.4	82.7	101.1	90.2	75.2	64.4	16.8	15.0	13.7	12.5	10.7	12.201
1994	11.7	24.5	17.61	105.9	105.8	124.2	113.3	98.3	87.5	20.6	18.8	17.6	16.3	14.5	12.879
2004	8.6	24.9	13.81	83.1	83.4	101.8	90.9	75.9	65.0	16.9	15.1	13.9	12.6	10.8	12.932
1992	11.3	21.2	14.73	88.6	88.8	107.2	96.3	81.3	70.5	17.8	16.0	14.8	13.5	11.7	14.158
2005	10.9	23.7	15.98	96.2	96.2	114.6	103.7	88.7	77.9	19.0	17.2	16.0	14.7	12.9	15.931
2013	11.2	27.5	19.08	114.8	114.5	132.9	122.1	107.0	96.2	22.1	20.3	19.0	17.8	16.0	16.265
2007	11.1	23.5	16.11	96.9	96.9	115.3	104.5	89.4	78.6	19.2	17.4	16.1	14.9	13.1	16.890
2010	10.2	24.5	15.63	94.0	94.2	112.5	101.7	86.6	75.8	18.7	16.9	15.7	14.4	12.6	18.845
2001	10.9	30.3	20.68	124.4	124.0	142.3	131.5	116.5	105.6	23.7	21.9	20.6	19.4	17.6	20.305
1991	12.3	28.0	20.89	125.7	125.2	143.6	132.7	117.7	106.8	23.9	22.1	20.8	19.6	17.8	21.801
1989	13.6	24.6	20.18	121.4	121.0	139.4	128.5	113.5	102.6	23.2	21.4	20.1	18.9	17.1	22.076
2003	11.1	33.7	23.37	140.6	139.8	158.2	147.4	132.3	121.5	26.3	24.5	23.2	22.0	20.2	22.503
2000	11.2	27.4	19.01	114.4	114.1	132.5	121.6	106.6	95.8	22.0	20.2	19.0	17.7	15.9	23.403
Current Year Date															
1/3/2023	6.6	16.0	4.84	29.1	30.4	48.8	37.9	22.9	12.1	8.1	6.3	5.1	3.8	2.0	
1/7/2023	6.9	17.3	6.16	37.1	38.2	56.6	45.7	30.7	19.9	9.4	7.6	6.4	5.1	3.3	
1/11/2023	7.2	18.8	7.63	45.9	46.9	65.2	54.4	39.4	28.5	10.8	9.0	7.8	6.5	4.7	
1/20/2023	8.0	20.6	9.96	59.9	60.7	79.0	68.2	53.1	42.3	13.1	11.3	10.1	8.8	7.0	
1/30/2023	8.9	22.7	12.64	76.0	76.5	94.8	84.0	69.0	58.1	15.8	14.0	12.7	11.5	9.7	
2/7/2023	9.3	24.2	14.23	85.6	85.9	104.3	93.4	78.4	67.5	17.3	15.5	14.3	13.0	11.2	
3/6/2023	11.2	27.2	18.87	113.5	113.3	131.6	120.8	105.8	94.9	21.9	20.1	18.8	17.6	15.8	
			-15.23	-91.6	-88.2	-69.8	-80.6	-95.7	-106.5	-11.6	-13.4	-14.7	-15.9	-17.7	
			-15.23	-91.6	-88.2	-69.8	-80.6	-95.7	-106.5	-11.6	-13.4	-14.7	-15.9	-17.7	
			-15.23	-91.6	-88.2	-69.8	-80.6	-95.7	-106.5	-11.6	-13.4	-14.7	-15.9	-17.7	
	Lynx Pass	Ripple Creek								Forecast Period Total Inflow Volume (KAF)					
2023 Peak SWE (in)	11.2	27.2	18.87	113.5	113.3	131.6	120.8	105.8	94.9	21.9	20.1	18.8	17.6	15.8	
Date of 2023 Peak SWE	3/6/2023	3/6/2023								Remaining Forecast Period Inflow Volume (KAF)					
Earliest Peak SWE Date	3/4	3/5	*(2012, 2012)*							21.6	19.8	18.5	17.3	15.5	
Mean Peak SWE Date	4/2	4/22								Remaining Forecast Period Min. Storable Volume (KAF)					
Latest Peak SWE Date	5/1	5/24	*(1991, 2011)*							**12.3**	**10.5**	**9.2**	**8.0**	**6.2**	
										Prob Forecast Target Reservoir Volume (AF)					
										24,158	25,962	27,210	28,459	30,262	
										Prob Forecast Target Elevation (ft)					
										7,186.98	7,189.89	7,191.63	7,193.35	7,195.84	

3/1 to Date Physical Inflow Volume = 0.319 (KAF)

3/1 to Date Storable Inflow Volume = 0.003 (KAF)

Remaining Forecast Period Bypass (@ 40 cfs/dy) = 9.283 (KAF)

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

Current Reservoir Volume (AF) = 27,040

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

Reservoir Volume @ 7204' (AF) = 36,439

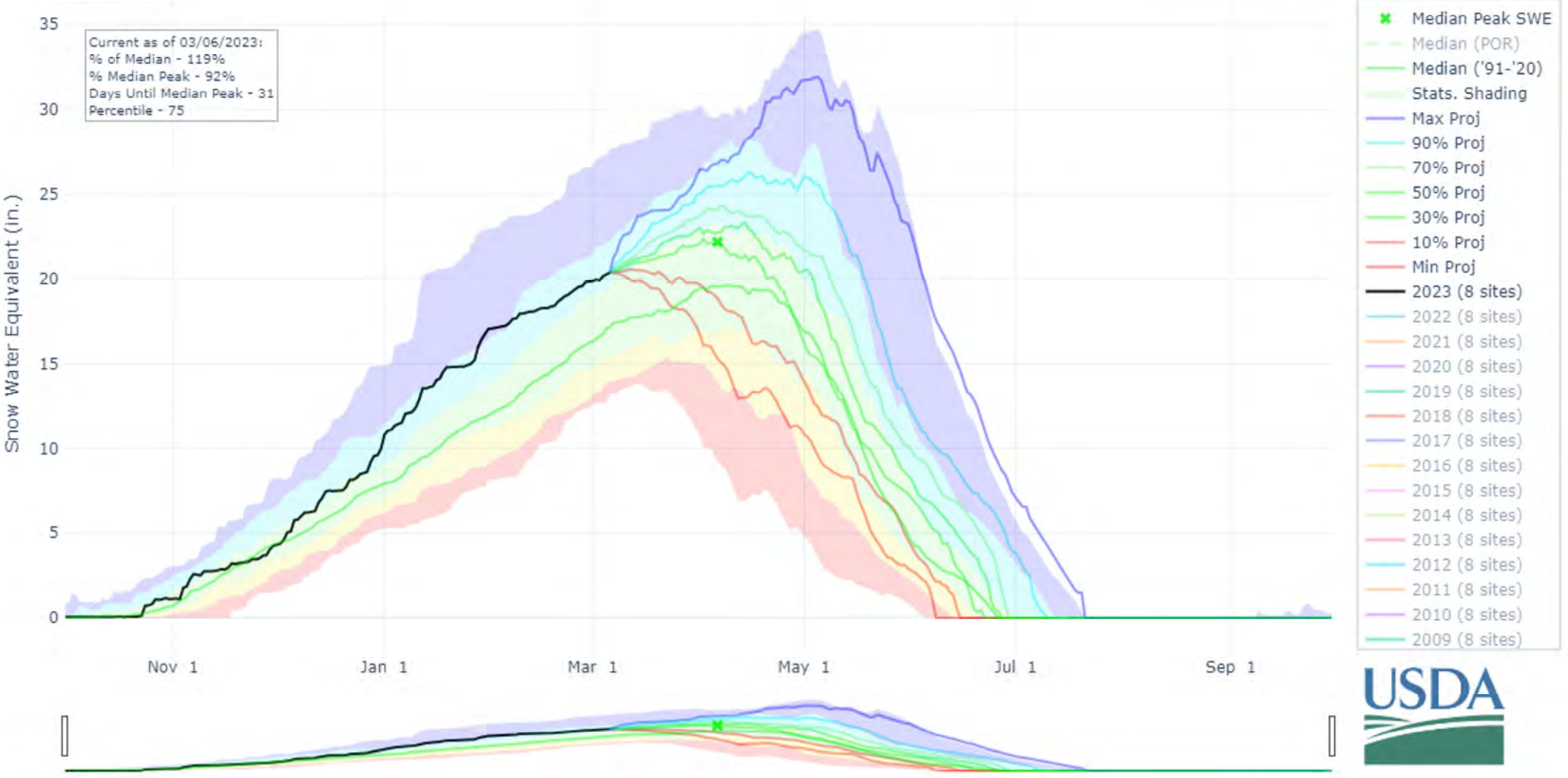
Current Elevation = 7,191.40

SNOW WATER EQUIVALENT PROJECTIONS IN YAMPA

Reset Range

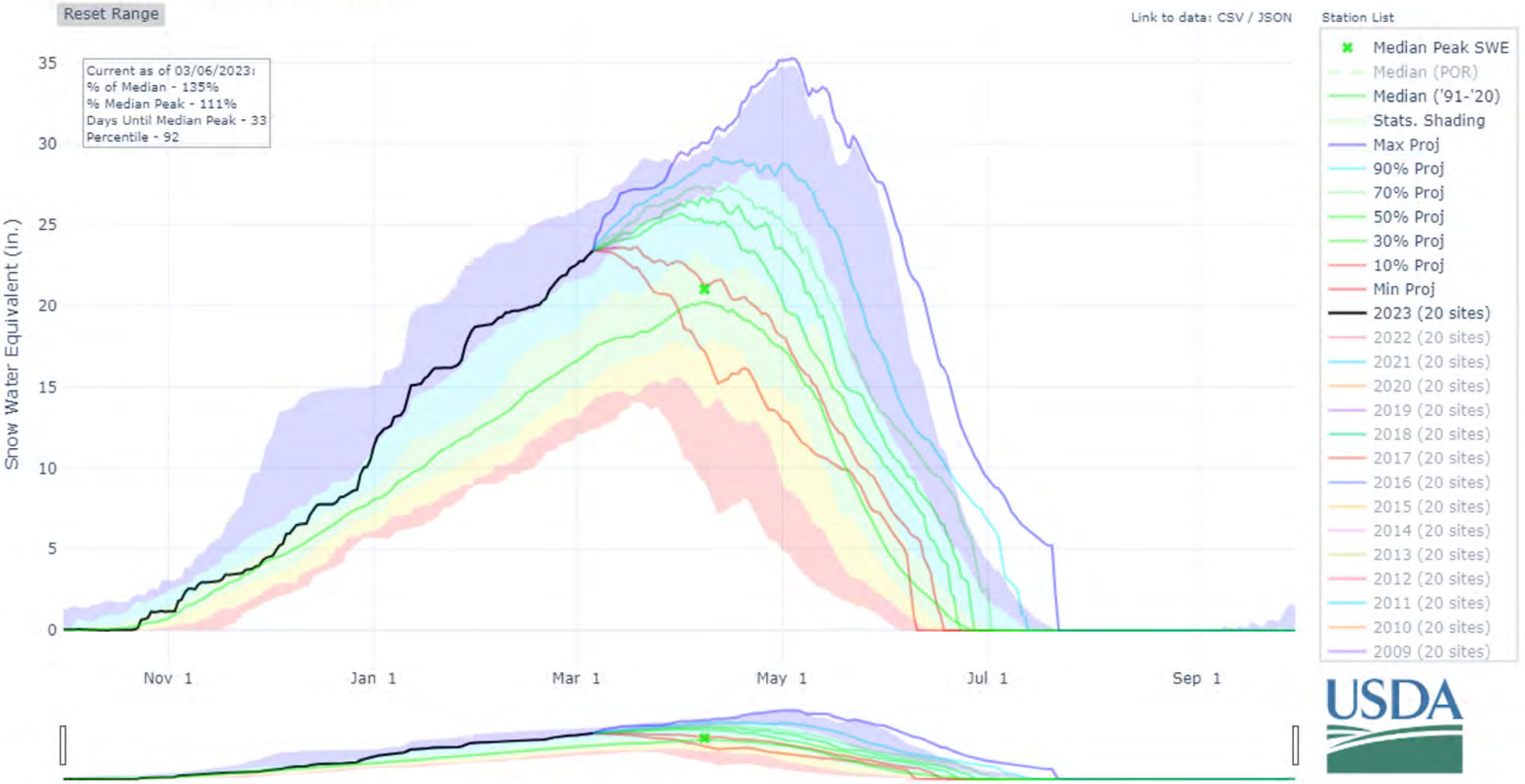
Link to data: CSV / JSON

Station List



USDA

SNOW WATER EQUIVALENT PROJECTIONS IN YAMPA-WHITE-LITTLE SNAKE



USDA

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 3/15/2023

Item: Yamcolo Special Use Permit Update

_____ DIRECTION
_____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

On December 16, 2022, the UYWCD received an invoice from the USFS for $37,946.69 for the Yamcolo Reservoir Special Use Permit (SUP) land use fee. The UYWCD requested a review and verification by the USFS of the increased land use fee. The USFS not only confirmed the increase in land use fee, but also made the determination that, due to erroneous billing by the USFS, the UYWCD owed an additional $116,438.07 to the United States in unpaid fees dating back to 2016. The annual SUP invoice was paid under protest on January 26, 2023.

The UYWCD staff and General Counsel conducted research into the regulatory documents and policies used by the USFS to determine the increased fee. After this initial review, the UYWCD retained the legal services of Trout Raley on the recommendation of the UYWCD General Counsel. Trout Raley reviewed the procedures and policies used by the USFS to determine the increase in fees and submitted an appeal on behalf of UYWCD on January 23, 2023.

II. Summary and Alternatives:

UYWCD received a letter from USFS on March 1, 2023 letter (attached), stating that the 2023 invoice was incorrect as well as the additional fees from 2016 to 2022. The letter states that UYWCD was actually over-billed since 2016 and as such, now has a credit of $25,516.08 that will be applied to the special use permit fee for 2024.

It is staff's understanding that the correct calculation of the Yamcolo SUP land use fee is as follows which uses the methodology detailed in FSH 2709.11 MBRTB Supplement Chapter 30 – Fee Determination, effective June 22, 2017 (attached):

Dollars per acre from schedule * Permitted Acres * Appropriate Rate (5% or 8%) = Base Fee

- Yamcolo is located in Area 4 per the USFS schedule and is greater than 160 acres. Therefore, the land fee is $2,000/acre increased by IPD-GPN annually. The 2023 rate is $2,382.37/acre.
- Yamcolo is permitted for 203 acres.
- Per the determination from the March 1, 2023 letter, Yamcolo is agricultural. Therefore, the 5% rate is applied.

Staff have reconciled the billing differences using the formula above and agree with the credited amounts stated in the USFS March 1 letter. UYWCD has requested that future invoices clearly state how the annual fee is calculated and that UYWCD be given prior notice if the land use fee is increased by more than the IPD-GPN.

The USFS also stated that they will provide the relevant documents and information needed for UYWCD to apply for a fee waiver which has not yet been received.

III. Staff Recommendation:

Discuss if the Board would like staff to continue to pursue the opportunity of a fee waiver with the assistance of Trout & Raley, as needed.

IV. Legal Issues:

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

Attachments:

1. March 1, 2023 USFS Letter Re YAM116 SUP
2. UYWCD Appeal Exhibit K
3. YAM 116 Fee Review Table
4. FSH 2709.11 MBRTB Supplement (2017)

USDA United States Department of Agriculture | Forest Service | Medicine Bow-Routt National Forests and Thunder Basin National Grassland | 2468 Jackson Street
Laramie, WY 82070
307-745-2300
Fax: 307-745-2398

File Code: 2720
Date: March 1, 2023

Andy Rossi
General Manager
Upper Yampa Water Conservancy District
PO Box 775529/ 2220 Curve Plaza
Steamboat Springs, CO 80477

Dear Mr. Rossi:

The Forest Service has reviewed Exhibit K: Yamcolo Reservoir Storage Contracts Accounting (2016-2022), provided by Upper Yampa Water Conservancy District (UYWCD) on January 23, 2023. Per Exhibit K, water stored in Yamcolo Reservoir is primarily contracted for irrigation purposes. Based on this information, I have decided to adjust the 2023 land use bill to use the 5% agricultural rate for use and occupancy of National Forest System lands. The bill for the 2023 calendar year based on the 5% rate is $23,438.06, which includes the partial fee waiver of $743.00, referenced in clause VI. Land Use Fee and Accounting Issues A. Land Use Fees of the Federal Land Policy and Management Act (FLPMA) Special Use Permit YAM116. For 2023 UYWCD then has a credit of $14,508.63.

My staff discovered a billing error from 2016 to 2022 and has recalculated the bills for those years. The error resulted in an over-billing of UYWCD from 2016 to 2022 for a total of $11,007.45. This, plus the credit of this year of $14,508.63, results in a total credit of $25,516.08 that will be applied to YAM166 in 2024. Please see enclosed fee review table.

If you have questions or would like to discuss this matter further, please contact James Statezny, Yampa District Ranger, james.statezny@usda.gov or 970-638-4176.

Sincerely,

RUSSELL M. BACON
Forest Supervisor

Enclosures

cc: James Statezny, Kyle Schumacher, Kathleen Soulliere

Exhibit K

Yamcolo Reservoir Storage Contracts Accounting (2016-2022)

WY 2022		Updated: 8/1/2022		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	500	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	1,632	1,349
2nd Irrigation - Individual Irrigators	3,500	3,500	1,711	1,660
Junior Priority - *Enlargement-Irrigation*	525	Available on Annual Basis if Volume Filled	0	0

WY 2021		Updated: 10/1/2021		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	500	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	1,988	1,846
2nd Irrigation - Individual Irrigators	3,500	3,500	2,302	2,223
Junior Priority - *Enlargement-Irrigation*	525	Available on Annual Basis if Volume Filled	0	0

WY 2020		Updated: 10/1/2020		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	500	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	3,000	2,725
2nd Irrigation - Individual Irrigators	3,500	3,500	3,500	3,221
Junior Priority - *Enlargement-Irrigation*	525	325.0	400	315

WY 2019		Updated: 10/1/2019		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	0	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	3,000	719
2nd Irrigation - Individual Irrigators	4,000	4,000	4,000	1,135
Junior Priority - *Enlargement-Irrigation*	525	0.0	525	0

WY 2018		Updated: 10/1/2018		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	0	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	3,000	2,675
2nd Irrigation - Individual Irrigators	4,000	4,000	4,000	3,553
Junior Priority - *Enlargement-Irrigation*	525	0.0	200	0

WY 2017		Updated: 10/1/2017		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	0	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	3,000	2,298
2nd Irrigation - Individual Irrigators	4,000	4,000	4,000	2,773
Junior Priority - *Enlargement-Irrigation*	525	500.0	525	388

WY 2016		Updated: 10/1/2016		
Storage Account Category	**Volume Available for Contract (AF)**	**Total Contracted Volume (AF)**	**Volume Stored (AF)**	**Volume Released after Evap Deduction (AF)**
Original Municipal Accounts	1,500	1,010	1,010	0
Enlarged Municipal Accounts	0	0	0	0
1st Irrigation - Yamcolo Irrigators Association	3,000	3,000	3,000	1,791
2nd Irrigation - Individual Irrigators	4,000	4,000	4,000	2,135
Junior Priority - *Enlargement-Irrigation*	525	0.0	525	0

YAM116 Fee Review Table

	2016	2017	2018	2019	2020	2021	2022	2023
Land Value From Fee Schedule	$2,115.94	$2,000.00	$2,032.00	$2,082.80	$2,118.21	$2,130.92	$2,216.16	$2,382.37
203 Acres of Use	$429,535.82	$406,000.00	$412,496.00	$422,808.40	$429,996.63	$432,576.76	$449,880.48	$483,621.11
Fee Rate of 5%	$21,476.79	$20,300.00	$20,624.80	$21,140.42	$21,499.83	$21,628.84	$22,494.02	$24,181.06
Waiver of $3,188 (2003-2022), $743 (2023-2032)	($3,188.00)	($3,188.00)	($3,188.00)	($3,188.00)	($3,188.00)	($3,188.00)	($3,188.00)	($743.00)
Total Amount Billed By USFS	$18,288.79	$17,112.00	$17,436.80	$17,952.42	$18,311.83	$18,440.84	$19,306.02	$23,438.06 *
Amount Paid by Holder	($18,288.79)	($18,546.51)	($17,766.80)	($18,290.67)	($21,179.16)	($21,325.36)	($22,458.86)	($37,946.69)
Amount Credit to Holder	**$0.00**	**$1,434.51**	**$330.00**	**$338.25**	**$2,867.33**	**$2,884.52**	**$3,152.84**	**$14,508.63**

Total Amount Credited to Holder: **$25,516.08**

*Please note the 2023 “total amount billed” is what would have been billed if the fee were calculated at the agricultural rate of 5%. What is shown as the “Amount paid by holder” for 2023 is what was actually billed and paid by the holder, which was based on the commercial fee rate of 8%.

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

FSH 2709.11 – SPECIAL USES HANDBOOK

CHAPTER 30 – FEE DETERMINATION

Supplement No.: 2709.11-2017-1

Effective Date: June 22, 2017

Duration: This amendment is effective until superseded or removed.

Approved: DENNIS L. JAEGER – Forest Supervisor

Date Approved: June 8, 2017

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

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

DIGEST:

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

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

30 – ESTABLISHING FEES.

31.1 – Methods for Determining Fair Market Value.

3. Fee System and Schedule.

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

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

Effective as of May 30, 2017

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

Where land conveyances in the neighborhood are typically:

ROUTT PORTION OF MED BOW ROUTT NATIONAL FOREST (COLORADO)
(in dollars per acre)

AREA	<5 Acres	5 to <10	10 to <35	35 to <70	70 to <160	160 and <
1	$50,000	$20,000	$10,000	$5,000	$3,000	$2,000
2	$25,000	$15,000	$5,000	$4,000	$3,000	$2,000

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

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

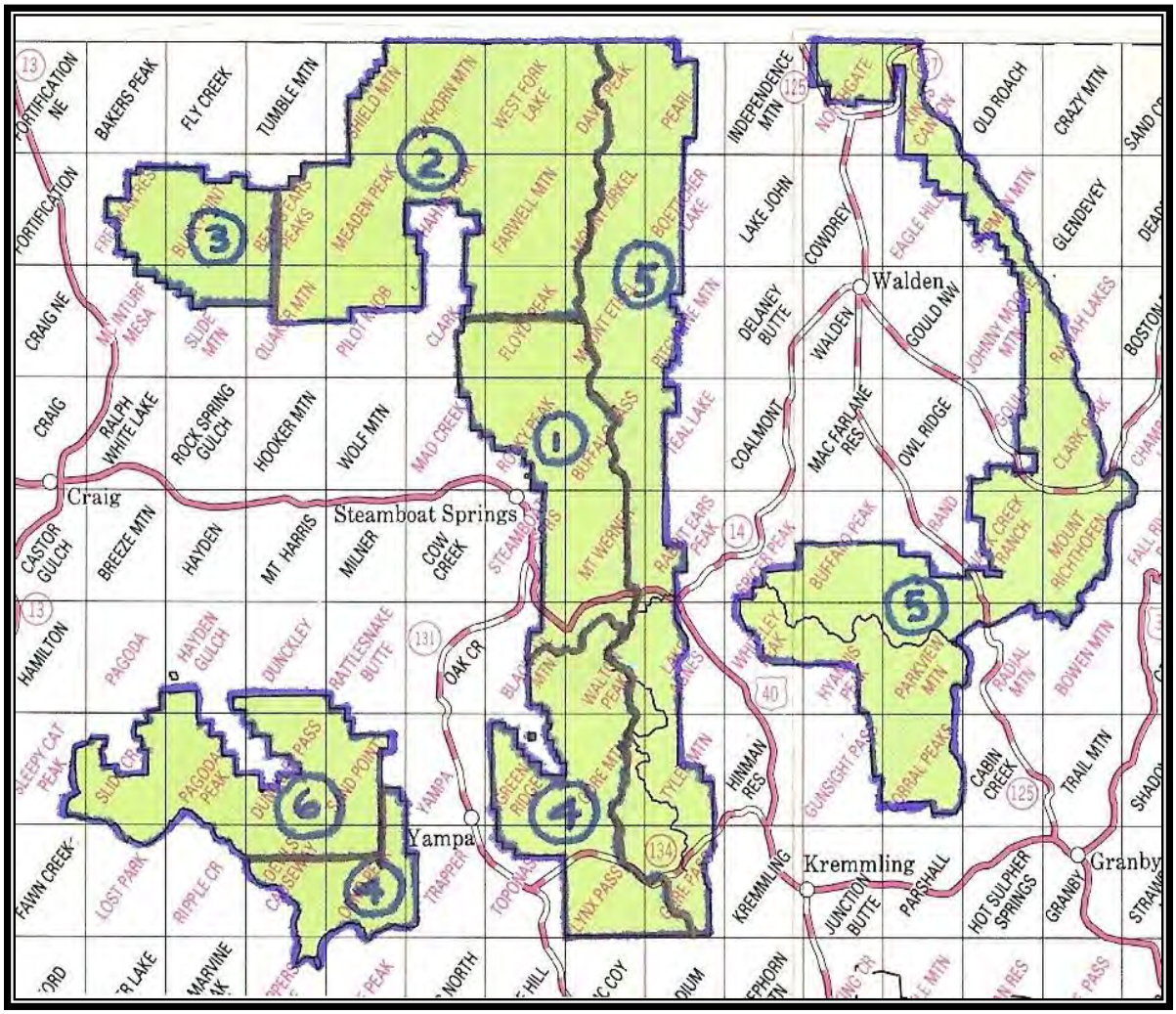
Explanation of boundary delineations for each area on the Routt National Forest map in Colorado:

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

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

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

6. All that area in Rio Blanco County and Routt County Colorado south of Craig, Colorado.



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

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

Effective as of May 30, 2017

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

Where land conveyances in the neighborhood are typically:

MEDICINE BOW ROUTT NATIONAL FOREST (WYOMING)
(in dollars per acre)

AREA	<5 Acres	5 to <10	10 to <35	35 to <70	70 to <160	160 and <
1						
Sierra Madre & Med-Bow Mtns	$17,500	$7,500	$5,000	$2,000	$2,000	$2,000
2						
Vedauwoo	$10,000	$5,000	$2,500	$2,000	$1,500	$1,000
3						
Laramie Peak	$7,500	$5,000	$2,500	$2,000	$1,500	$1,000
4						
Thunder Basin	$4,000	$4,000	$3,000	$2,500	$2,000	$1,000

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

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

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

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

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

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

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

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

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

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

FSH 2709.11 - SPECIAL USES HANDBOOK
CHAPTER 30 – FEE DETERMINATION

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

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 3/2/2023

Item: UYWCD Grant Disbursements

_____ DIRECTION
x_____INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

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

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

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

III. Staff Recommendation: n/a
Please see the attached reports for disbursement details.

IV. Legal Issues: n/a

V. Consistency with Board Goals and Policies:
Goal 4, 7, and 8.

Attachments:
Attachment 1: Diversion Infrastructure Improvement Project Grant Report
Attachment 2: Community Grant Funding Report

Diversion Infrastructure Improvement Project Grant Funding

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

2023 Community Grant Funding

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

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 3/6/2023

Item: Community Grant Funding Project Guidelines and Application Review Schedule

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_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Community Grant Funding Program was formalized in 2022. The Community Grant Funding Project Guidelines, reviewed by the board at the March 16, 2022 board meeting, outline the eligibility requirements, project categories, application processes, reporting requirements, and payment schedule. The board also agreed at the March 16, 2022 that a grant committee was not necessary to review and recommend approval for grant funding requests.

II. Summary and Alternatives:

The Community Grant Funding Project Guidelines have been updated with the current year funding availability and UYWCD board meeting dates. No substantive changes were made to the Community Grant Funding Guidelines reviewed by the board at the March 16, 2022 board meeting. A copy of the revised Community Grant Funding Guidelines are attached for review.

In addition to the Community Grant Funding Guidelines, I have also attached a grant application review schedule that includes a staff review period and board review period. This schedule will allow board members the opportunity to review grant applications prior to receiving the regular board meeting packet and provide written comment to address any questions or concerns. Staff recommendations would be written following the board review period and take into consideration any board comments received.

Please review the attached Guidelines and application packet and note any concerns, suggestions, and feedback for discussion at the March 15th board meeting.

III. Staff Recommendation: n/a

IV. Legal Issues: n/a

UPPER YAMPA WATER
CONSERVANCY DISTRICT

V. Consistency with Board Goals and Policies: Goal 4: Objective 1

Attachments:

Attachment 1: Community Grant Funding Application Review Schedule

Attachment 2: Community Grant Funding Project Guidelines

New Grant Application Review Schedule

Applications Received - 10th of month prior to BOD Meeting
Staff Review Period - 10th - 25th
Board Review Period - 25th - End of Month
Board Comments Submitted to Public Information Manager - 1st of Month
Vote on Grant Awards - BOD Meeting

Revised 02/10/23

~~2023~~2 Community Grant Funding Project Guidelines

Background:

The Upper Yampa Water Conservancy District Board of Directors adopted its first Strategic Plan on January 15, 2020. The UYWCD Strategic Plan includes policy statements, goals, and objectives that reflect the District's responsibilities, values, and opportunities. As outlined in the strategic plan, the mission and vision of UYWCD are as follows:

Mission Statement:
To lead water resource management within the District's boundaries by responsibly conserving, protecting, developing, providing and enhancing the water resources of the Upper Yampa River Basin for the benefit of the Basin.

Vision Statement:
An Upper Yampa River Basin with safe, secure water storage and supply for its customers that benefits all uses in the Basin.

The Community Grant Funding Project was established to assist with funding projects that align with the UYWCD mission to conserve, protect, develop, and enhance the water resources of the Upper Yampa River Basin for the benefit of the Basin. The UYWCD Board of Directors allocated $100~~75~~,000 in the ~~2023~~2annual budget to assist with local projects that fall within the criteria and guidelines below.

Eligibility:

Entities: Entities eligible to apply for funding through the Community Grant Funding Project include:

1. Public agencies including local governments such as municipalities and counties, special districts such as irrigation or conservation districts, and all public authorities;
2. Private corporations including mutual ditch companies, homeowners associations, and partnerships;
3. Non-governmental organizations including non-profit and for-profit organizations and corporations.
4. Private landowners and individuals

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CONSERVANCY DISTRICT

Projects: Eligible projects ***must***:

1. Be located within the District boundary **OR** demonstrate a direct benefit to water users located within the District boundary.
2. Demonstrate alignment with the mission, vision, and strategic plan of the Upper Yampa Water Conservancy District.
3. Provide matching funds, including in-kind contributions, of at least 25% of the estimated total project cost
4. Provide progress reports demonstrating measurable outcomes within a time period determined to reasonable by UYWCD and the applicant.

Completed projects will not be considered for funding.

Project Categories:

Projects that align with the mission, vision, and strategic plan of the Upper Yampa Water Conservancy District may be considered. Projects may fall within the following categories:

1. Infrastructure improvement projects that do not fall within the eligibility requirements for the Diversion Infrastructure Improvement Project. Projects would address infrastructure upgrades above and beyond the installation of headgates or measuring devices and may include improvements to existing water storage and delivery projects.
2. Water supply planning projects that address the needs of changing climate conditions, populations shifts, and other changes that may ~~effect~~affect long-term water supply and use for all water users in the Yampa River Basin. Projects may include conservation and efficiency improvements that impact water supply and demand.
3. River restoration projects that support healthy streams, wetlands, fish passage, fish and wildlife habitat, productive agriculture, and environmental and recreational needs.
4. Water quality and watershed health projects using science-based and systems - based methods to improve watershed management to increase resiliency to a changing climate and climate events including extended drought, wildfire, and flood events, address pollutants, and secure quality drinking water supplies for the Yampa River Basin.
5. Education and outreach projects that promote science-based information on all water uses, current and future water issues, water management, water quality, and watershed health.

Project Examples: Examples of on-going or completed projects funded, in part, by the Upper Yampa Water Conservancy District include:

- Stillwater Reservoir~~Crosho Lake~~ dam improvements
- Yampatika Pre-K-12 Water Education Program
- Walton Creek Restoration Project

Application Process:

Pre-application Consultation: All applicants are strongly encouraged to contact District staff for a pre-application consultation to determine eligibility and review required documentation prior to completing the District application.

Submissions Requirements: The following documentation must be completed and submitted to District staff for review:

- District application form
- Budget worksheet
- Timeline
- Map of project location
- List of matching funds or in-kind contributions from all project partners
- Monitoring/reporting proposal
- Letter(s) of support

Submissions Deadlines & Application Review: The Community Grant Funding Project is a rolling program with an open application process. Applications and accompanied documentation may be submitted at any time. Applications will be reviewed by District staff, who will make a recommendation to the UYWCD Board of Directors for approval at a regular board meeting. Applicants must present their proposed project to the Board of Directors and be available for questions at the regular board meeting.

The UYWCD Board of Directors holds regular meetings every other month on the third Wednesday of the month. Completed applications and accompanied documentation must be received by the 10th day of the month prior to the regularly scheduled board meeting for consideration. The application deadlines for ~~2022~~ the current year are as follows:

Application Deadline:	UYWCD Board of Directors Meeting:
February 10th	March 15~~6~~th
April 10th	May 17~~8~~th
June 10th	July 12~~20~~th
August 10th	September 201st
October 10th	November 15~~6~~th

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Scoring Matrix: The following scoring matrix will be used to evaluate each application.

Project Priorities	Project Ranking (0=N/A, 1=Low, 10=High)
1. Demonstrates alignment with UYWCD mission, vision, and strategic plan goals and objectives	
2. Matching funds or in-kind contributions: a. Project includes funding or in-kind contribution from applicant b. Total matching funds or in-kind contributions from applicant and all other funding sources covers at least 25% of the estimated total cost of the project	
3. Provides multiple benefits for water use	
4. Promotes collaboration among water users, including partnerships with outside organizations in planning, implementation, and monitoring	
5. Integrates with identified, planned, or existing projects	
6. Demonstrates alignment with the Yampa/White/Green Basin Implementation Plan (BIP), the Yampa River Integrated Water Management Plan (IWMP), or other state, local, or regional management plans or programs	
7. Demonstrates local community support	
8. Provides a detailed monitoring approach including measurable outcomes	
9. Improves water quality OR increases or maintains water quantity available to meet decreed water rights	
10. Demonstrates non-injury to other water users	
Total Score: (Maximum Score = 100)	

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Reporting Requirements:

Progress Reports: Applicants will be required to submit a progress report including financial status and tasks accomplished every 6 months following the approval of funding.

Final Report: Upon completion of the project, the applicant must provide a report summarizing the project including:

- Steps to completion
- Obstacles encountered and addressed during project completion
- Financial report including all income and expenditures
- Engineering or other pertinent reports as applicable
- Photographs of completed project

Payment:

UYWCD will issue quarterly payments for work completed. Payments may be made from invoices for completed work and do not require the applicant to pay in advance and submit a reimbursement request. A payment request form and all invoices must be submitted 15 days after the close of the quarter as follows:

Payment Request Deadline:
Q1: April 15th
Q2: July 15th
Q3: October 15th
Q4: January 15th

The final payment will be issued upon acceptance of the final report described above.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 3/3/2023

Item: Community Funding Grant Application - Friends of the Yampa

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_____ DIRECTION
_____ INFORMATION
__X__ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

A Community Grant Funding application from Friends of the Yampa (FOTY) was presented at the January 18, 2023 UYWCD Board of Directors meeting. The grant request in the amount of $25,000 for phase two of the Yampa River Scorecard Project (YRSP) was tabled to allow the applicant time to prepare a presentation using the final report from phase one, which was completed in the first quarter of 2023.

FOTY will present the phase one report to help clarify the scope and purpose of the YRSP prior to the board vote for funding approval. A brief Q&A will follow the presentation. The initial background information and accompanying grant application and supporting documents from the January 18th meeting can be found below.

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

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

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

UPPER YAMPA WATER
CONSERVANCY DISTRICT

II. Summary and Alternatives:

FOTY is requesting $25,000 in UYWCD Community Grant Funding for the assessment and report of the second segment of the Yampa River to take place in 2023. The estimated total cost for the YRSP on this segment of river is $175,546. To date, they have secured $141,621 in matching grant funds and $8,925 in in-kind matches. The board may move to approve full, partial, or no funding for the grant applicant.

III. Staff Recommendation:

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

IV. Legal Issues: N/A

V. Consistency with Board Goals and Policies:

Goal 4, 7 & 8

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

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Community Grant Funding Application

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

Applicant Information:

Applicant Name: Jennifer Frithsen

Organization (if applicable): Friends of the Yampa

Primary Contact Information:

Name: Jenny Frithsen

Address: P. O. Box 771654 743 Oak Street Steamboat Springs CO 80487

Phone: 970-870-6473 E-mail: jenny@friendsoftheyampa.com

Project Information:

Project Name: Yampa River Scorecard Project

Project Location: Upper Yampa

Latitude and Longitude or PLSS: Stagecoach Reservoir tailwaters to Hayden Pumpstation

see attached map

Please attach a site map of project location.

Brief Project Summary (250 word limit):

The Yampa River Scorecard Project, launched in 2021,is a long term effort to monitor river health and function. The Scorecard will fill data gaps and provide an ongoing source of information about the state of the river. It is intended to address river health monitoring holistically, and reports on both ecological indicators of river health and community-based attributes of the river, as determined by technical and community stakeholder groups. Data is collected by Friends of the Yampa staff, consultants, and our educational partners and students at Colorado Mountain College. Some data is mined from existing resources such as USGS gage stations. The inaugural Scorecard is scheduled for release in early 2023. Our goal is to make the public-facing educational materials approachable, engaging, and accessible. Our hope is that this database can provide a source of ongoing data about the river, track how the river changes over time, help to educate the public on the environmental and societal value of the river, and inform land managers as they make decisions that affect the short term and long term health of the river.

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

___ Infrastructure Improvements

___ Water Supply Planning

___ River Restoration

X ___ Water Quality/Watershed Health

X ___ Education and Outreach

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

Water Quality/ Watershed Health:
The first step towards protecting and/or enhancing water quality and watershed health is understanding the current state of water qualtiy and watershed health. The Yampa River Scorecard Project (YRSP) fills a current informational void by assessing indicators of river health and reporting this information back to the public in the form of a "river scorecard". The geographical scope of the YRSP includes the entire length of the Yampa River, from its headwaters to its confluence with the Green River. In order to collect data on such a large stretch of river, the YRSP has divided the river into 5 segments. A different segment will be assessed each year, so that every 5 years we will return to the same segment. This approach will track indicators of river health, provide the public with an easy way to access this information, and eventually be able to show trends and changes over time. When landowners, water managers, and the public at large can use data to inform their land and water management decisions, the effect on water quality and watershed health should be positive.

Education and Outreach:
A key component of the YRSP is education and outreach. Friends of the Yampa developed the scoring criteria with the input of local stakeholder groups. We will be hosting outreach efforts to inform river users of how they can best utilize the YRSP. The Scorecard itself will educate the public about river science and ecosystem services in a way that is approachable, understandable, and entertaining. Additionally, scoring of some river attributes is done in conjunction with Colorado Mountain College by students who learn about river ecology and fieldwork through the new Yampa River Ecology Field Course (course name will be slightly different in 2023).

Project Timeline:

Anticipated Start Date: January 2023

Anticipated Completion Date: January 2024

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

The YRSP is designed to be an ongoing report on indicators of river health and function, where the entire river is divided into 5 "segments" and each segment is returned to every 5 years. The upcoming segment includes the river from the tailwaters of Stagecoach Reservoir to the river access at Hayden Pumpstation. Scoring efforts for this segment include:
I. Outreach and education with landowners and land/water management entities to educate them and build awareness for this project and establish an understanding of how it relates to the IWMP and BIP for Yampa/White/Green Basin Roundtable.
II. Planning a data collection timeline and obtaining permission from river-adjacent landowners to access the river. Once the timeline is established and permissions are obtained, FOTY staff coordinates all entities and creates a summer fieldwork schedule.
III. Yampa River Ecology course planning with CMC instructors and FOTY consultants. This includes planning course content and training students on field methods and assessment of river health indicators.
IV. Yampa River Ecology course implementation and data collection, data entry. This includes the logistics of obtaining gear, monitoring equipment, ACZ lab testing, and transportation. Course leads will train students on data collection and oversee use of equipment and data entry at the end of the course.
V. Community Based Attribute scoring efforts. During the CMC course, FOTY staff, students, and volunteers will simultaneously collect information related to community values and community based attributes of river health and function.
VI. Floodplain connectivity field verification/ ground truthing. FOTY, consultants, and other partners will identify discrepancies between remote assessment data and on the ground observations and travel to key locations to ensure that our data is accurate.
VII. Yampa River Scorecard Project Upper Yampa Segment Results and Scoring Report. Scientist consultants compile a technical report of the results.
VIII. Upper Yampa Segment Community Based Attributes Results and Scoring Report. FOTY staff compile a report of community based attributes.
IX. Transfer of raw data, results, scoring, and interpretation to the interactive YRSP website for public viewing. FOTY staff work with consultants to create an easy-to-use, interactive, and engaging display of the collected information.
X. Outreach efforts to launch the Upper Yampa Segment Scorecard results. FOTY staff and project partners organize events aimed at familiarizing the river-using public with the Scorecard results and website.
XI. 2024 Upper Upper Yampa Segment Pre-planning efforts. FOTY staff will begin logistical research and outreach for the next year's segment of interest.

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

In order to monitor and evaluate the progress of this project, Lindsey Marlow (Executive Director of FOTY), Kim Lennberg (ecologist and consultant for YRSP), and Jenny Frithsen (Environmental Program Manager for FOTY) will meet every other week to discuss progress, challenges, and upcoming deadlines. These biweekly meetings are a necessary tool to share information and developments, assign workload and improve accountability, and fine tune our implementation plans.

Key timeframes include:
Late May- plans for the YRSP class with CMC should be set. FOTY can report to interested parties on our upcoming schedule of field class and associated field work, as well as problems encountered with regards to access to private land and permission from river-adjacent landowners.
Late August- summer fieldwork will be complete. FOTY can report on summer fieldwork.
Late October- all remaining fieldwork will be complete. FOTY can report on all fieldwork and commit to a deadline for the first draft of the ecological results and scoring, and the community-based attributes results and scoring.
December- results and scoring completed. FOTY can report on this process and associated stakeholder outreach, as well as plans to convert this technical information to a user-friendly online format.
January/February- annual scorecard efforts should be complete and publicly available.

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

Operations and Maintenance Costs:
1. FOTY staff- estimated $61`,000
2. Consultants' wages- John Kemper with CSU, Kim Lennberg with Alba Watershed Consulting, Corey Elbogen Beans- estimated $90,000
3. ACZ lab costs- estimated $5000
4. Meter purchase, maintenance, and repair; field monitoring supplies- $5500
5. Travel costs- gas, mileage, lodging, meals- estimated $8500
6. Postage/Supplies- 500.00
7. Report and Methods printing- $1000
8. Mapping services- $2500
9. Website development- $5000.00
10. Marketing, promotion- $2000.00

Does this project require local, state or federal permitting?

X Yes ___ No

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

In order to access State Land Board Land, we communicate and apply for a permit. This was done online in 2022 and seemed to go smoothly.

Is this project associated with decreed water rights?

___ Yes _X_ No

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

na

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

___ Yes _X_ No

If yes, please explain.

na

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

Alignment:

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

The UYWCD leads water management within the District's boundaries by its vision, in part, of protecting and enhancing the water resources of the Upper Yampa River. This aligns with the Yampa River Scorecard Project, the goal of which is to ensure through the sharing of high quality data that current and future projects, stakeholder use, and river management are working to improve or maintain river health and to be able to track the effects of these interactions on overall river health.

Additionally, the Scorecard project, which is a hub of high quality data and data interpretation for river health, dovetails with the stated goals of the UYWCD:

Goal 7: Promote healthy reservoirs, streams, and watersheds within the district...
Goal 8: Increase public understanding of water issues in the Upper Yampa Basin...

The stated goals of the YRSP are:
1. Serve as a source of consistent long-term monitoring of river condition/attributes to track their changes over time for all interested parties including the public.
2. Present data and science in an easily digestible and visually appealing, multimedia format to foster engagement and science education to everyone.
3. Provide a resource that helps inform future river management projects/decisions.

A successful scorecard effort will be a valuable source of ongoing data and public education that will complement and support the goals of UYWCD.

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

The Yampa River Scorecard Project is specifically identified in the Yampa River Integrated Water Management Plan's final recommendations and strategies. Final recommendation number 8 in the final report calls on the river community to "Utilize the Yampa River Scorecard Project (YRSP) to centralize collection & reporting of river ecosystem data: Develop a scorecard to fill data gaps, be a source of easily accessible information, and support a comprehensive understanding of the community benefits a healthy river provides for everyone who uses the river for whatever purpose."

Budget:

Total Project Cost: $175,546.00

Requested Amount: $25,000.00

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

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

1. Alba Watershed Consulting- Professional scientific consulting services related to project design, implementation, data collection and analysis, and technical reporting- consultant for hire, no cash contributions
2. Colorado State University- Scientific expertise related to project design, implementation, data collection and analysis, and technical reporting- PhD candidate/post-doc for hire, no cash contributions
3. Colorado Mountain College- Partnering to provide an authentic, science-based field course related to Yampa River Ecology for CMC students- shared staffing, logistical, and equipment expenses, no cash contributions
4. Audobon Rockies- Partnering to provide expertise related to the identified community-based attribute of "birding"- providing expertise for the "birding" attribute- no cash contributions
5. City of Steamboat Springs- Partnering to complete temperature monitoring work on the Yampa River- $15,000.00

Technical Group Members include: Community Agriculture Alliance, Audobon Rockies, Upper Yampa Water Conservancy District, River Network, Colorado Water Trust, Yampa Valley Sustainability Council, Colorado Parks and Wildlife, Bureau of Land Management, Colorado Trout Unlimited, The Nature Conservancy, Tamara Naumann (retired NPS ecologist and Yampa River Leafy Spurge Project), US Fish and Wildlife Service, Johnson Environmental Consulting
Stakeholder Group Members include: Scott Cowman, Doug Monger, Peter Brixius, Ryan Dennison, Jackie Brown, Baili Foster, Tom Kleinschnitz, Jennifer Holloway, Hattie Johnson, Matt Rice, Andy Baur, Michelle Stewart, Kristen Jespersen, Melody Villard, Tom Gray, Jeff Comstock, Sarah Jones, Mathew Mendisco, Dan Chovan, Peter Skidmore, Alison Meyer Gould, Jacob Dewhirst, Eric Scherff, Josh Veenstra, John Husband

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

We hope to cover the costs of this project with funds from the Walton Family Foundation, the Mighty Arrow Family Foundation, private donors, the WaterSmart grant, and grant funds from the Upper Yampa Water Conservancy District. If the budget is exceeded, we would solicit support from our donor base and apply for additional funds from our partner organizations.

_____ 1/5/2023

Signature of Applicant Date

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Budget & Timeline Worksheet

Date: 12/05/2022
Project Name: Yampa River Scorecard Project
Project Applicant: Jennifer Frithsen

Matching Funds

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

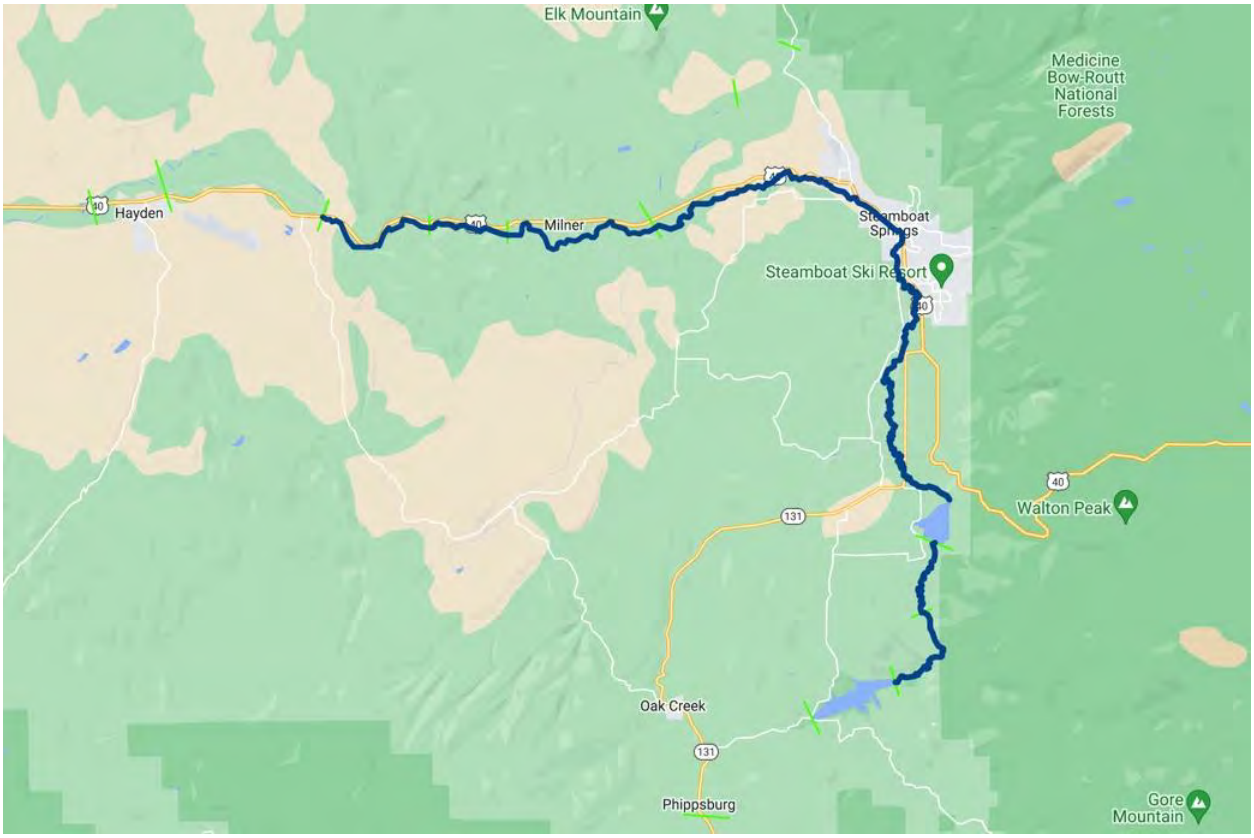
**Include applicant and additional partners*

Project Budget & Timeline

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

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

Open/unassigned ($1250) from Watersmart added to cash match for CSU post doc
Open/unassigned ($25000) from Mighty Arrow added to staff time ($15000) and Field work data collection ($10,000)


Elk Mountain
Medicine Bow-Routt National Forests
Hayden
Milner
Steamboat Springs
Steamboat Ski Resort
Walton Peak
Oak Creek
Phippsburg
Gore Mountain

December 12, 2022

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

LEAD community
GROW agriculture
CREATE alliance

community agriculture alliance

Dear Holly and Community Grant Funding Application Reviewers,

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

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

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

Sincerely,

Michele Meyer

Michele Meyer, Executive Director

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Katie Stanhope

Community Agriculture Alliance
743 Oak Street
PO Box 774134
Steamboat Springs, CO 80477
970.879.4370

www.communityagalliance.org
www.caamarket.org

City of Steamboat Springs

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

December 6, 2022

Dear Ms. Kirkpatrick and Community Grant Funding Application reviewers:

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

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

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

Sincerely,

Jon Snyder, PE
Public Works Director
City of Steamboat Springs

NEW BUSINESS

EXECUTIVE SESSIONS

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

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

BOARD ACTIONS IN REGARD TO EXECUTIVE SESSION

DETERMINATION OF NEXT MEETING(s) AGENDA(s)

AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, MAY 17, 2023 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:

https://us06web.zoom.us/j/86438342291?pwd=MXM4dURKSjFjL0d0ZmoxSXVWdUtnZz09

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

MATERIALS FOR BOARD PACKET DUE: MAY 8TH BY 5:00 PM

INSTRUCTIONS ON HOW TO JOIN A ZOOM MEETING FOLLOW THE AGENDA

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

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

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

(1) **12:00 PM** Establishment of Quorum and Call to Order
(2) **12:00 PM** Approval of Agenda for Meeting **Action item**
(3) **12:05 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
a. Update from Erin Light

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

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