AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, NOVEMBER 18, 2026 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:

HTTPS://US06WEB.ZOOM.US/J/85168751446?PWD=CP4DERZYFNSBVPJSTURCXUN7KOJFZC.1

MEETING ID: 851 6875 1446 - PASSCODE: 711118

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://www.upperyampawater.gov/board-meetings 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. Appropriate written materials or presentations should be submitted to the District no less than 24 hours in advance to be included in the meeting. 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** Community Organization Comments on Stagecoach Mountain Ranch Development Proposal
(5) **12:25 PM** Board Member Reports
   a. Board Member Disbursements
(6) **12:35 PM** Consent Agenda **Action item**
   a. Approval of the Minutes of the September 16, 2026 and October 21, 2026 Board of Directors Meetings
   b. Financials

i. Approval of Disbursements
ii. Budget Comparison
iii. Auditor Engagement Letter

(7) **12:45 PM** Report of General Manager
a. General Manager's Report
b. Augmentation Plan Updates and New Contract **Action Item**
c. UYWCD 2027 Proposed District Meeting Schedule **Action Item**
d. UYWCD 2027 Budget **Action Item**
e. Update on Holiday Party
f. Notice of Expiring Director Terms

(8) **1:45 PM** District Engineer Report
a. Update on Reservoir Water Status
b. Stagecoach Firming Project Update
c. YVEA Power Purchase Agreement Committee Request

(9) **2:15 PM** Public Information Updates
a. Grant Disbursements
b. New Grant Applications **Action Item**
c. 2027 Community Grant Program Guidelines **Action Item**

(10) **3:00 PM** Report of General Counsel
a. General Manager Review Procedure **Action item**

(11) **3:15 PM** Pending Water Cases
a. Water Resumes
b. Status of Other Water Cases

(12) **3:45 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**

(13) **3:50 PM** Executive Sessions:
a. Specific statutory citation which authorizes executive session: (i) Property Acquisition or Sale (C.R.S. § 24-6-402(4)(a)), (ii) Legal Advice on Specific Legal Questions (C.R.S. § 24-6-402(4)(b)), (iii) Negotiation Strategy (C.R.S. § 24-6-402(4)(e)), (iv), Personnel Matters (C.R.S. § 24-6-402(4)(f)), and (v) Confidential Records (C.R.S. § 24-6-402(4)(g).
b. Identification of the particular matter to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized:

_____

c. At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record. 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). With the exception of executive sessions to discuss legal matters, which are not recorded, all executive session will be recorded, and a copy of the recording maintained for not less than 90 days. Executive session items may be added to the agenda after 24 hours prior to the start of any Board meeting and during the meeting if the Board determines that such executive session is an emergency or is otherwise authorized by law.

(14) **4:00 PM** Board Actions in Regard to Executive Session

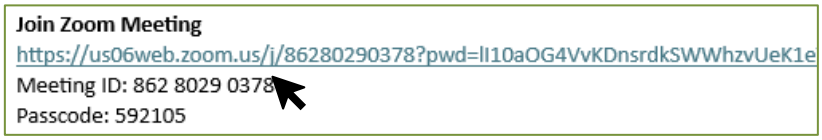
(15) **4:05 PM** Determination of Next Meeting(s) Agenda(s)

(16) **4:15 PM** Adjournment.

INSTRUCTIONS FOR MEETING ATTENDEES

JOIN A MEETING

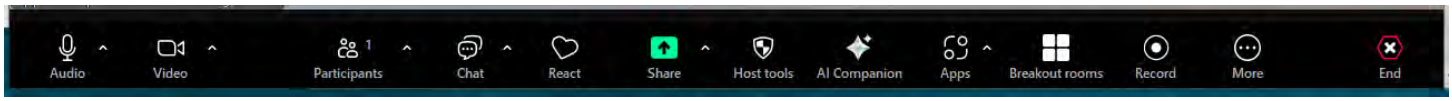
Join a Zoom meeting by clicking on the Zoom link provided by the meeting host or on our website. Example:



If this is your first Zoom meeting on your device, well in advance of the meeting click download and run Zoom. The *Zoom.exe* file will download, and you will need to open the file. This only needs to be done once for any device that you use Zoom on for the first time.

Once set up, click Join a Meeting > enter the Meeting ID > then click Join > enter Password if needed > then Join Meeting. Click Join with Computer Audio.

When you join a Zoom meeting hosted by another you will be an Attendee. You will have access to several features by hovering over the bottom of your Zoom meeting screen. The tool bar here will pop up:



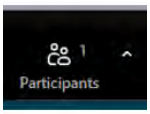
MUTE/UNMUTE AND START/STOP VIDEO

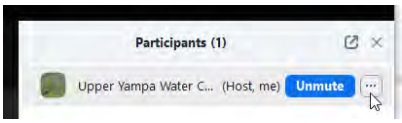
If your device has a microphone you can mute/unmute your microphone by clicking the Audio icon on the tool bar. A red line through the icon means you are muted. If your device has a camera you can turn it on/off by clicking the Video icon. A red line means the Video/camera is off.



PARTICIPANTS

If you click on Participants you can view who is in the meeting. The participants list also gives you the option to rename yourself. Make sure you are identified properly. Hover over your name and click the three dots to change how your name appears. Example:





CHOOSE LAYOUT

At the upper right of your screen you can switch between Speaker View and Gallery View.



LEAVE MEETING

You can leave the meeting at any time by clicking on Leave Meeting at the lower right corner of the Zoom tool bar.

JOIN MEETING VIA CELL PHONE WITH ONE TAP MOBILE

To join a Zoom meeting via cell phone using one-tap mobile, simply tap the "One Tap Mobile" link in the meeting invitation on your phone. This will automatically dial the meeting number and enter the meeting ID, allowing you to join the audio only portion of the meeting without using the Zoom app.

JOIN MEETING BY PHONE WITH DIAL BY YOUR LOCATION

To join a Zoom meeting via a phone using your location's dial-in number, locate the "Dial by your location" section in the meeting invitation. Select the appropriate number for your country or region and dial it. You will then be prompted to enter the meeting ID, followed by any required participant ID and passcode.

ADDITIONAL RESOURCES (click to open)

Getting Started Zoom Video Tutorials Using the Mobile App Zoom Help Center Zoom Training

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.

COMMUNITY ORGANIZATION COMMENTS ON STAGECOACH MT RANCH DEVELOPMENT PROPOSAL

September 16, 2026

Dear Members of the Upper Yampa Water Conservancy District and Morrison Creek Water and Sanitation District Boards:

On May 20, 2026, Stagecoach Mountain Ranch/Discovery Land Company presented a very optimistic picture of the expected impacts of their proposed development.

One of their pitches was concerning water. They presented a number that showed that the water they would draw from the aquifer was less than half of the "recharge rate." However, 1) no such rate has been determined based on sound hydrological science and 2) the rate being quoted was the result of looking at historical yearly recharge rates from data gathered over the past 25 years.

We raised the question that, **"If our current severe drought were to continue for some years going forward, how would that affect your aquifer recharge rate number?"** That question was not answered, again assuring us that the number presented was "scientifically calculated," based on historical data.

Please see below a summary of communications between Mr. Flint and SMR Community Relations Manager, Kolby Sumskis that took place after the public meeting. In her response, Ms. Sumskis stated that both UYWCD and MCWSD "have robust water portfolios" and "have stated in writing that they can supply the project's estimated demands." We believe the districts' own documents provide important context to that statement.

We recognize that the two districts have different roles regarding the proposed development. MCWSD has adopted an Inclusion Policy for certain SMR parcels and issued two Conditional Commitment to Serve Letters for the proposed project. UYWCD, as a raw water supply provider, has stated that the current volume of stored water available for contract in Stagecoach Reservoir is sufficient to meet SMR's estimated snowmaking demand of approximately 400 acre-feet per year. However, UYWCD also noted that SMR had not yet applied for a water storage contract, that infrastructure to deliver that water to the proposed ski area does not currently exist, and that UYWCD has no agreement with SMR regarding construction of that infrastructure.

Regarding potable water, UYWCD's October 16, 2025 comment letter states that it understands MCWSD will provide potable water pursuant to its Inclusion Policy and Commitment to Serve Letters. Importantly, UYWCD also specifically asked

Routt County to **"verify the adequacy of the volume of potable water requested and the ability of MCWSD to reliably deliver the requested volumes."**

Our concerns: Are the historical recharge calculations scientifically valid? Are historical averages an adequate basis for projecting future water availability if the hydrologic conditions upon which those averages are based are changing?

In 2013, the Upper Yampa Water Conservancy District underwrote a tree ring study going back 1200 years in which the basin showed a highly variable pre-historic record going back to the 9th century punctuated with multi-decadal droughts.

This study provided a more sobering view of what could happen….such as the seventy-five year period in the mid-late 1100s in which the higher return frequency of dry years likely disrupted Ancient Puebloan settlements leading to their abandonment in the 1200s. From the paleohydrology, we can easily see that the estimate of water availability used for the 1922 Colorado River Compact was based on a wetter period in the early decades of the 20th century…which put us into the predicament we now face.

Also, in the last 125 years the climate in Colorado has warmed up 2.9 F. or more.

https://climatechange.colostate.edu/chapters/2_temp_precip.html

The quantity of water has been reduced by warmer and dryer climates for the last 125 years.

As a result, short term historical data presented by SMR does not consider the lack of water to replenish ground water, aquifers and reservoirs from the impacts of our warming climate.

This question is particularly important given the districts' respective roles in potentially supplying water and providing water service to the proposed development, and UYWCD's stated commitment to consider climate change in its planning. It is also consistent with UYWCD's own request that the reliability of MCWSD's ability to provide the requested potable water volumes be verified.

We therefore ask both districts to clarify whether the water-supply assumptions underlying their respective analyses, commitments, and representations regarding

SMR have been evaluated against a scenario of **multiple consecutive years of severe drought, reduced snowpack, and reduced aquifer recharge**, rather than primarily against historical averages. If so, we ask that you explain what assumptions were used and how those conditions would affect the districts' ability to reliably serve **both the existing Stagecoach community and the proposed development over time.**

We would appreciate a written response addressing the questions raised above and would also welcome the opportunity to be included on the agenda of an upcoming board meeting to discuss this matter further. We appreciate your consideration and look forward to continuing this important and timely discussion.

Sincerely,
Concerned Citizens of Routt County
Peter Flint PhD past Routt County Planning commission member 2016-2022
Bob Woodmansee PhD; Routt County Planning Commission 2012–2017; MCMWSD Board Member 2009–2020 and Board President; and Upper Yampa Water Conservancy District Board Member 2016–2020
Jay Gallagher Routt County Planning Commission 2004-2014; General Manager, Mount Werner Water 2005-2015; Colorado Water Conservation Board 2013-2019
John Spezia Masters in Climate/meteorology UNC, Adjunct facility CMC

Jan Symchych Esq
Liz Whitney DVM
David Twedt DVM
Marie Gasau
Jerry Gasau
Jennifer Button
Zoey Button
Eric Button
Michele Baxter
Jane Sindell
Reanna Sullivan DDS
Michelle Petix
Michael Petix
Rick Owens
Adam Fernley
Jennifer Fernley
Ben Beall
Tom Stroh
Diane Brower
Rich Levy
Pam Pierce

***Also submitted for public comment on the SMR application in the Routt County Planning Portal**

Addendum: Sources referenced above

SMR/DLC Communications:

This comment was submitted at the DLC event, the subsequent reply was received on June 1 via email.

COMMENT: My water question was straightforward — would a continuation of our severe drought for the next two or three years have an effect on your aquifer recharge number? You didn't answer; you referred to the 2002 dry year, which was 24 years ago.

Hello Peter,
Thank you for pressing on this important question. You raise a fair point, and I apologize that we did not address it more directly during the meeting. Both UYWCD and MCMWSD have robust water portfolios, both districts plan for various hydrologic conditions and have stated in writing that they can supply the project's estimated demands (which apply conservative assumptions and therefore overestimate project demands), the project was designed to minimize water demands by largely using native vegetation, and the project design accommodates emergency drought conditions (e.g., separately metered irrigation lines enables curtailing of irrigation to focus supplies on indoor uses). We used the most current data available; and we will update when new studies are available. We appreciate your concern for the community and look forward to continuing this conversation.

Best,

KOLBY SUMSKIS | COMMUNITY RELATIONS MANAGER
STAGECOACH MOUNTAIN RANCH
Discovery Land Company
M: 307.413.4938
www.discoverylandco.com

On June 23, we sent Ms. Sumskis the following follow up letter and have yet to receive a reply:

Kolby, your reliance on historical data re: water supply may not be a good approach as we move into uncharted territory re: severe drought. Please read the following—25 year history doesn't predict current crisis. Is it 25 years

Here is an interesting news development from CPW at Sylvan Lake State Park (near Eagle) -- something I suspect we'll see more of as this summer wears on, because there has been no recharging this year.

Sylvan Lake State Park Zurcher Spring, the park's main well, which has operated reliably for 25 years, has run completely dry and shown no signs of recovery due to extreme drought conditions. To maintain basic operations, park staff have transitioned to Cowboy Spring, a secondary source traditionally reserved only for winter use that is not designed to handle high summer demand. Despite strict monitoring, the secondary well is currently producing only about 2,000 gallons of water per day, while park usage ranges between 2,500 and 3,000 gallons daily. In an effort to conserve the remaining supply, park staff have shut off all 17 public water spigots across the park.

Recently, we sent Ms. Sumskis the following: Here's another piece of info you may wish to consider. Hopefully, you can open this link- an excerpt is included below.

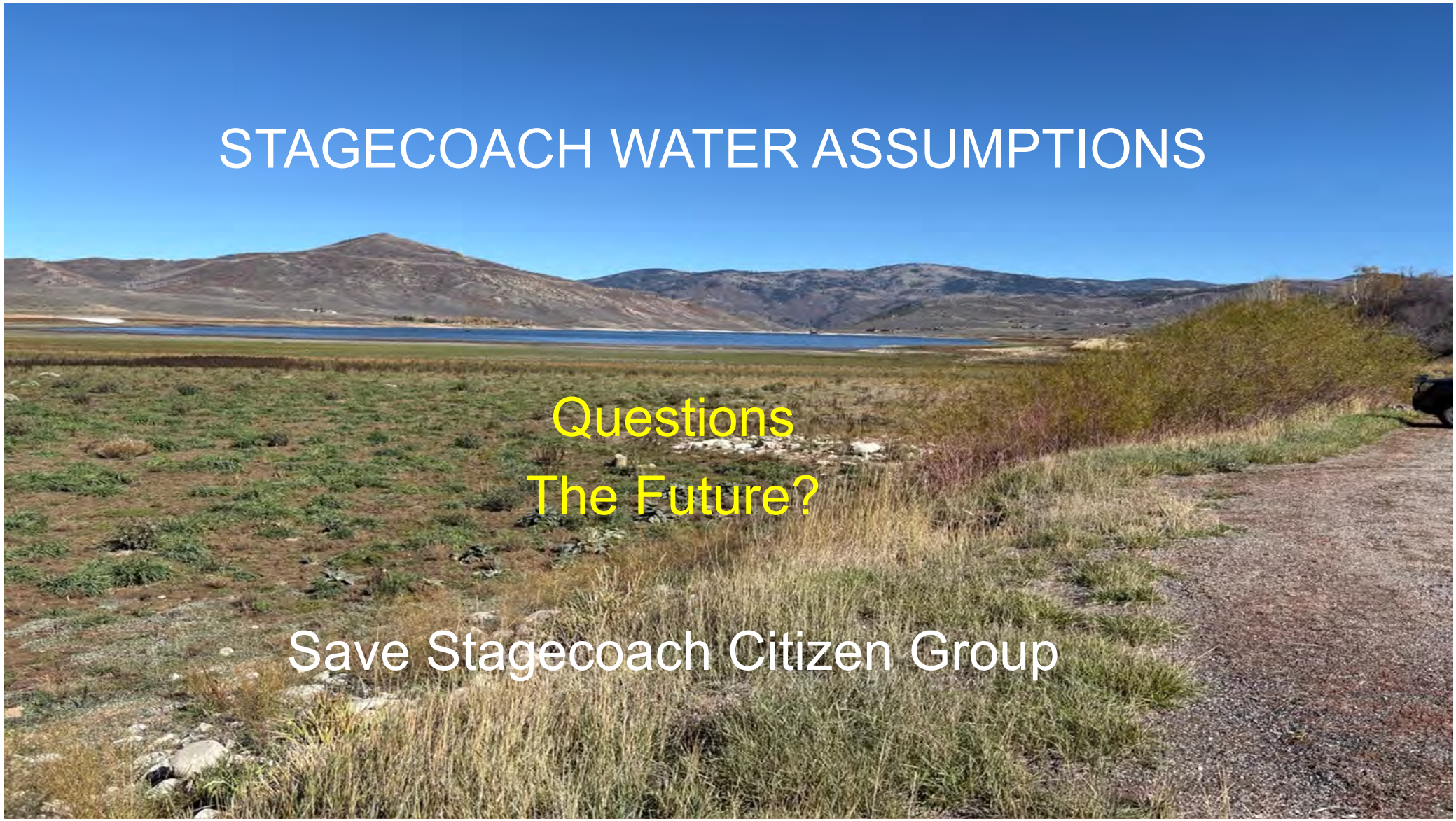
https://www.denverpost.com/2026/07/22/colorado-low-snowfall-climate-change-skiing/?

Last winter's extreme snow drought was a sign of the West's future, Colorado study finds

Climate change made record-low snowfall four times more likely to occur.

Extreme snow droughts like the one that plagued the West last winter will become more frequent — and eventually the norm — across much of the region as climate change fuels warmer temperatures, according to a new study led by a Colorado School of Mines professor.

By **ELISE SCHMELZER** | eschmelzer@denverpost.com | The Denver Post
PUBLISHED: July 22, 2026 at 4:00 AM


STAGECOACH WATER ASSUMPTIONS
Questions
The Future?
Save Stagecoach Citizen Group

PURPOSE

- Affirm our Save Stagecoach Citizen Group support for the viability of the UYWCD and MCMWSD now and in the future
- Address some important issues introduced in DLC/SMR presentations
- Introduce a discussion of the scientific challenges of climate change, aridification, and future water availability in the Upper Yampa Basin

AQUIFER RECHARGE RATE

- DLC/SMR introduced an issue: Water withdrawal and recharge rate from the Browns Park Aquifer underlying Stagecoach.
  - They stated their recharge rate number is based on historical yearly recharge rates from data collected during the past 25 years.
  - This issue raises several questions: How large is the aquifer? What affects the rate? Is the recharge rate important if the aquifer is large?
  - The Browns Park Aquifer is huge, according to the MCMWSD Water Supply Master Plans 2009 and 2015.

QUESTION NOT ANSWERED

- Question by Peter Flint: “If our current severe drought were to continue, how would that affect your aquifer recharge rate?” – No answer

- That “**no answer**” opened Pandora’s Box.



PANDORA'S BOX



Ancient Myth	Contemporary Reality
OUT	OUT
Sorrow	Drought
Disease	Aridification
Vice	Floods
Violence	Wildland fire
Greed	Economic conflict
Madness	Pests
Old age	Ecosystem
Death	change & resilience
STAYED IN	STAYED IN
Hope	Hope???

• UNANSWERED QUESTIONS

- "**No Answer**" prompted many unanswered questions from our community group members.
- **What are the key factors that will influence the future security of water in the**
  - **Stagecoach community,**
  - **Stagecoach Reservoir,**
  - **the Yampa River through Steamboat Springs,**
  - **The whole Basin?**

OUR ASK

- We ask UYWCD and MCMWSD to clarify whether the water-supply assumptions underlying their respective analyses, commitments, and representations regarding SMR have been evaluated against a scenario of **multiple consecutive years of severe drought and aridification, reduced snowpack, and reduced aquifer recharge**, rather than primarily against arbitrary historical averages.

FUTURE WATER AVAILABILITY

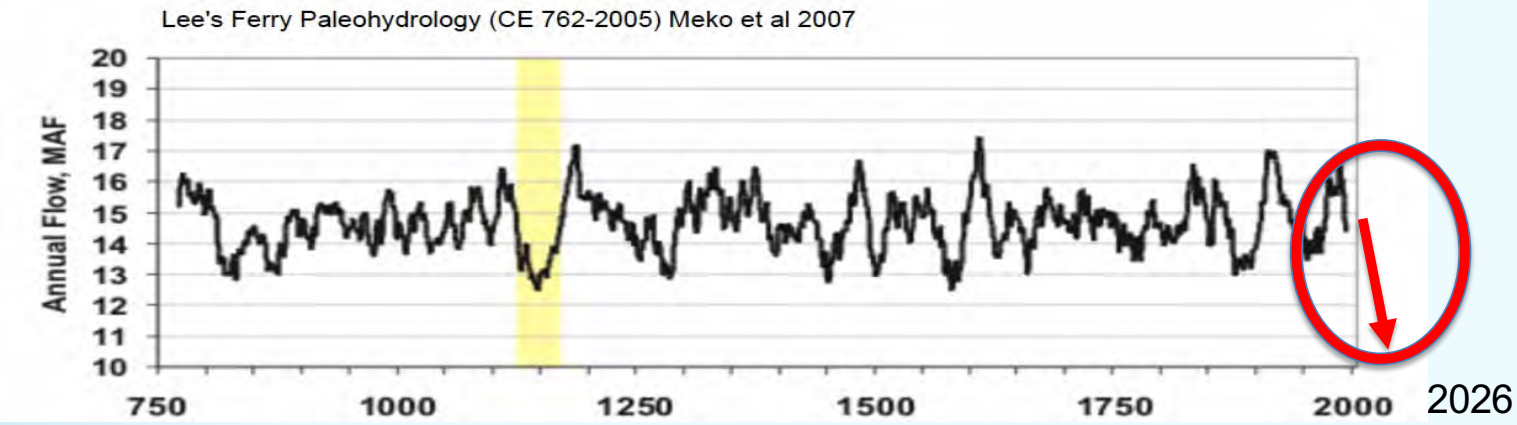
- Another DLC/SMR assumption: UYWCD and MCMWSD "have robust water portfolios" to support their proposal.

- "Water Portfolios" are **paper water, NOT real, wet water**
  - They contain both Junior and Senior Water Rights and Conditional and Absolute Water Rights
  - **None apply if there is no water or if it is unavailable (Law of the River)**

- ***Question: Are historical short-term averages an adequate basis for projecting future water availability if the hydrologic conditions upon which those averages are based are dramatically changing?***

HISTORICAL WATER AVAILABILITY

- Tree Ring Studies - 1200-year analysis (TreeFlow.info)
  - The prehistoric record going back to the 9th century is punctuated with multi-decadal droughts.
    - Example of consequences of multi-decadal drought: Ancient Puebloan decline – Mesa Verde, Chaco Canyon, etc.



Lee's Ferry Paleohydrology CE 762-2005 (2026)

COLORADO RIVER DATA AND ANALYSIS

HTTPS://WWW.YOUTUBE.COM/WATCH?V=AF414UHZBDM

- Brad Udall (Colorado Water Center and CU Getches-Wilkinson Center)

– Extensive analysis of records since modern record-keeping(1870's) shows multi-year droughts

– Increasing temperatures, less water in rivers and reservoirs, and wildfires, especially in the last two decades, are dramatic realities and are the result of aridification, not simply drought. **They frame the future.**

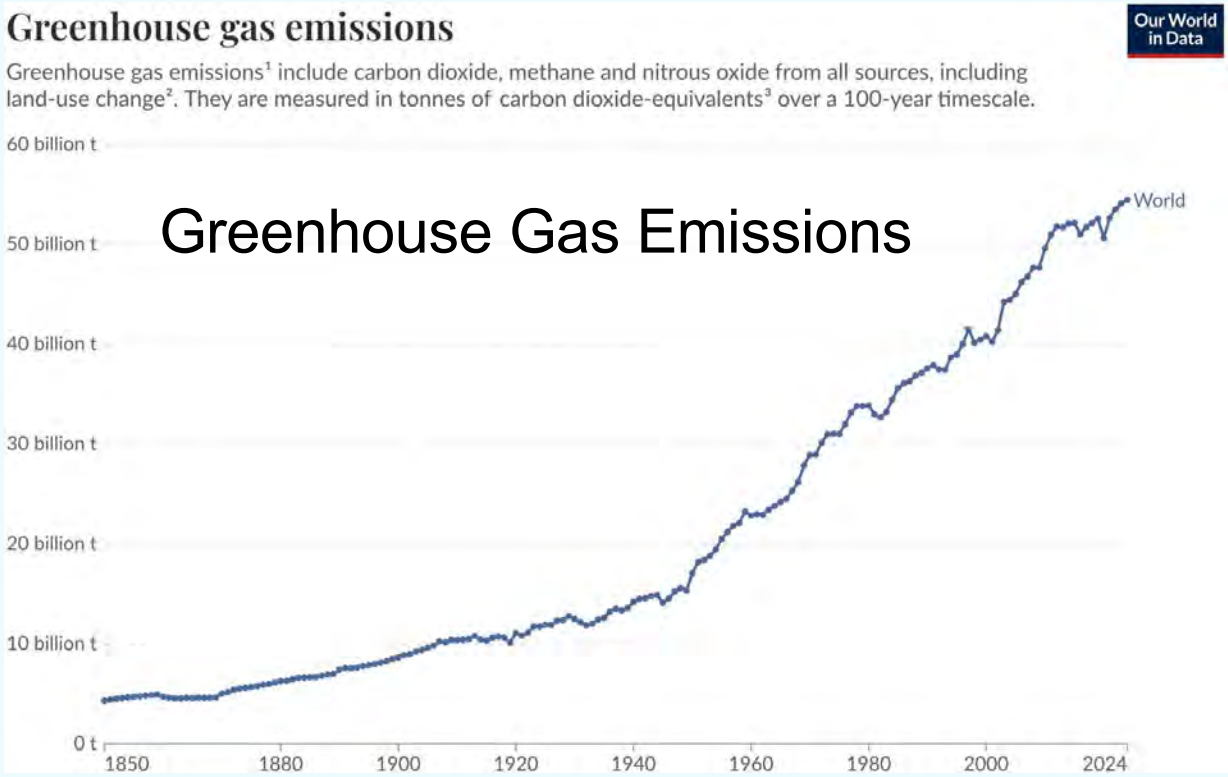
– The Yampa River, UYWCD, and MCMWSD are part of the Colorado River**!**

– **The current situation is UNPRESIDENTED, and the FUTURE IS UNCERTAIN.**

HUMAN SCORECARD ON DEALING WITH CLIMATE CHANGE

THE ONLY CHART THAT MATTERS

- Warming only stops increasing when this goes to 0.
- We are still actively making the problem worse.
- Temperatureswill remain highfor 100s / 1000s of years after 0.



Greenhouse Gas Emissions

1850 2024

Udall presentation GRAD 592 Fall 2026

CAUSES OF UNCERTAINTY

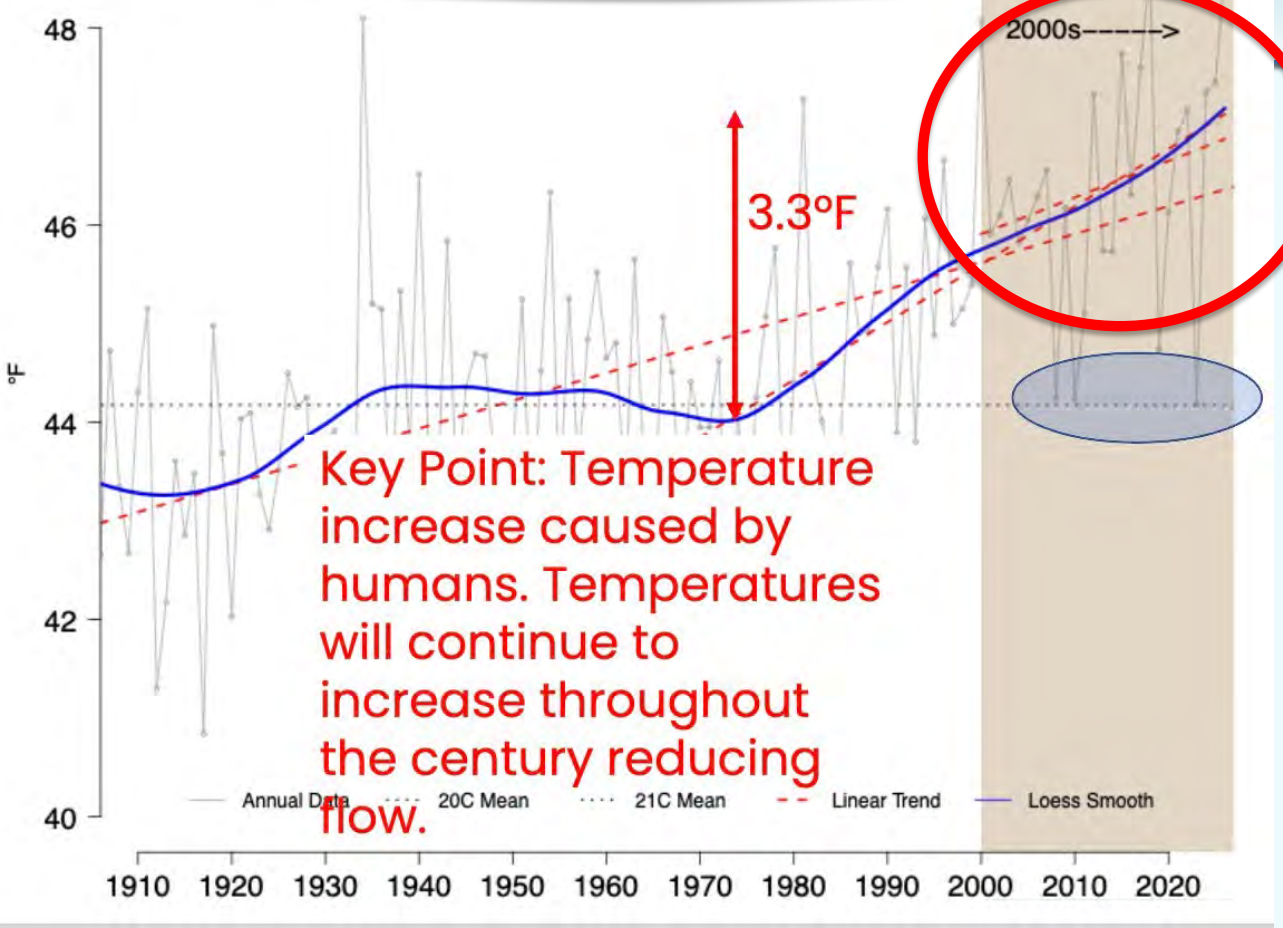
SUPPORTING SLIDES AT END

1. Upper Basin Temperatures 1906 – 2026 (Last 26↑) (Last ~6↑↑↑)
2. Colorado Temperatures 1900 – 2026 (last 30↑↑)
3. Upper Colorado River Basin Precipitation 1906 – 2026 (Last 30↓) (Last 10↓↓)
4. Lee's Ferry Natural Colorado River Flows 1906 – 2026 (Last 26 ↓↓↓)
5. "Snow Drought"
6. "Ground Water Depletion"

Causes of Uncertainty

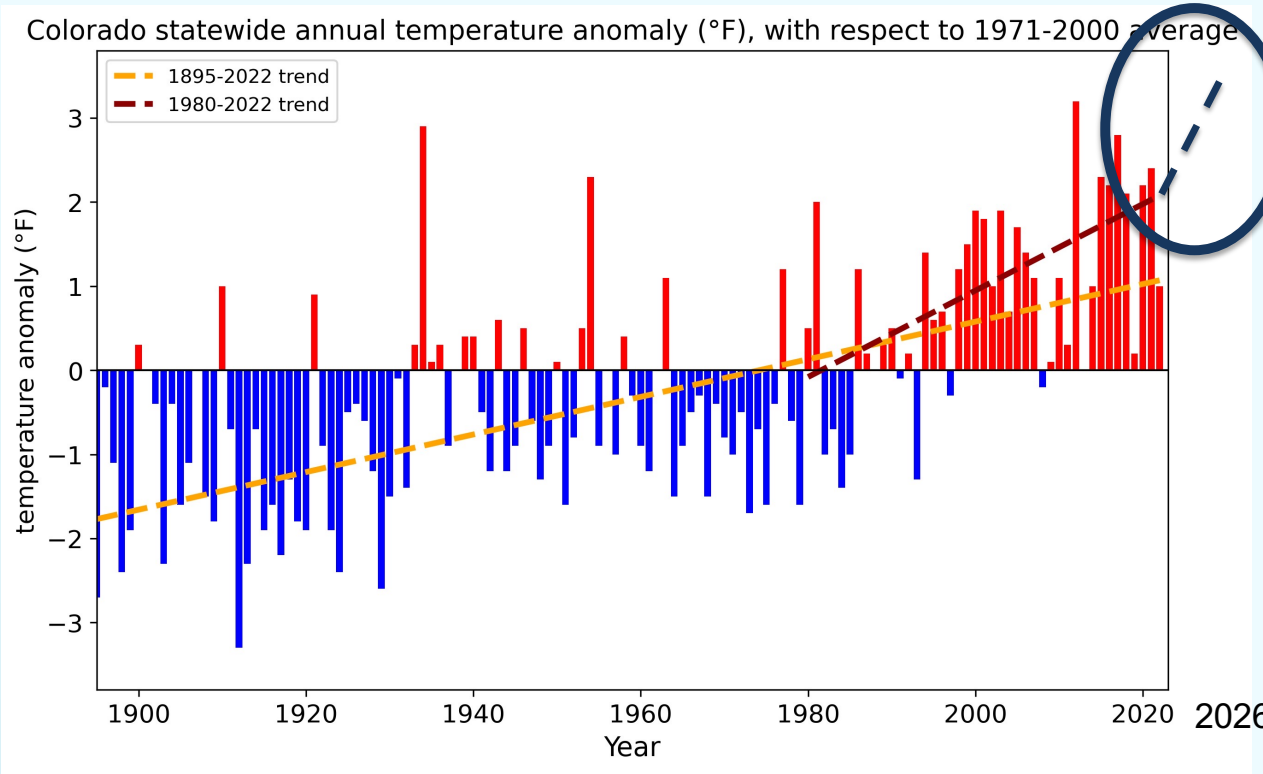
- Temperatures up ~3.3°F (1.7°C) since 1970
- 5.8°F / 100 years (3.25°C)
- Not a single year after 1999 below 20th C Avg
- Increased Temps - >Increased Evaporation = Less Flow
- Up to ~5% Flow Loss / °F

Upper Basin Temperatures 1906 - 2026



The Colorado River's Uncertain Water Future Explained - with Brad Udall

COLORADO STATEWIDE ANNUAL TEMPERATURE ANOMALY (^{0}F)



?

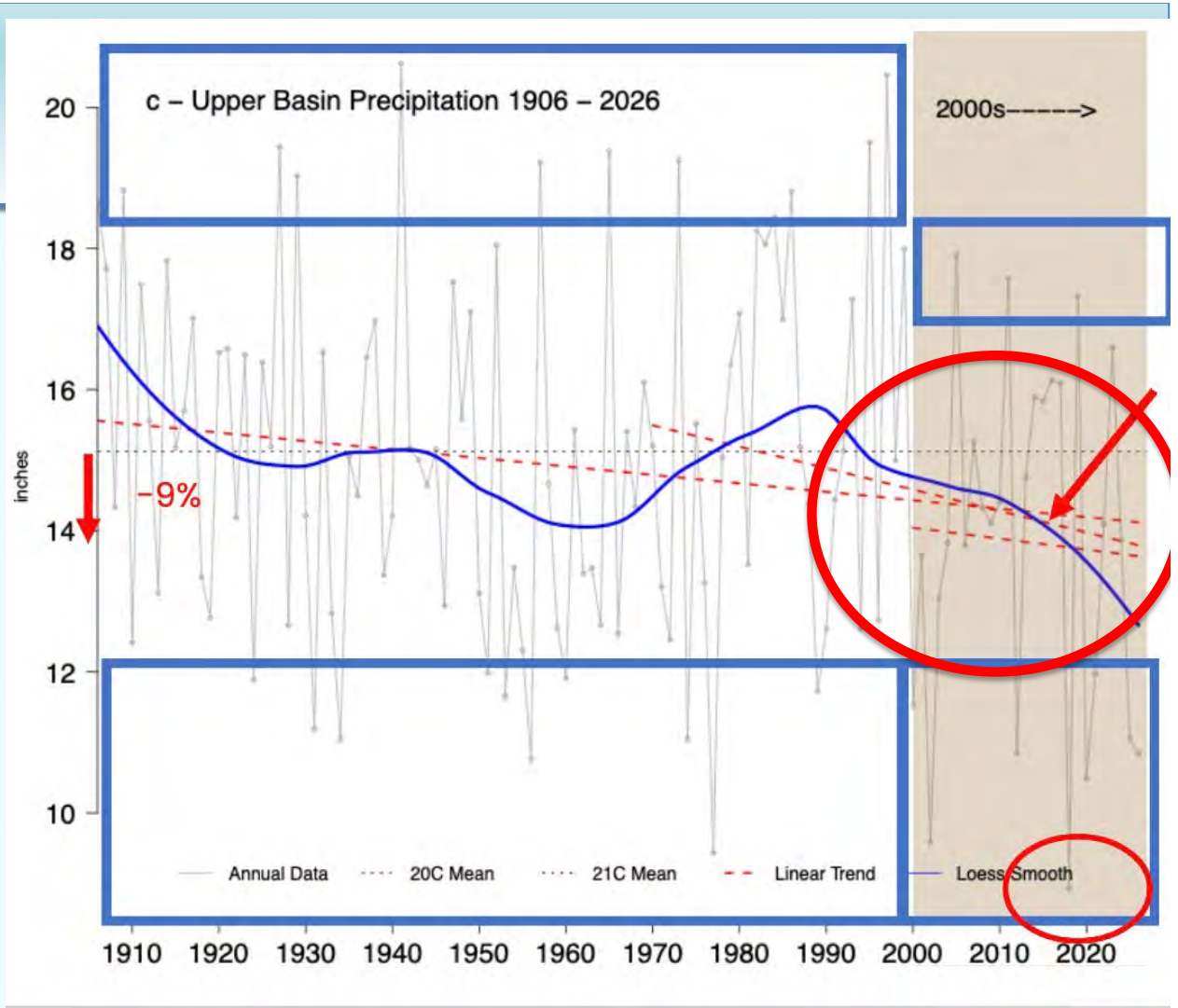
2026

2040

Colorado Climate Center
https://climatechange.colostate.edu/chapters/2_temp_precip.html

Upper Colorado River Basin Precipitation

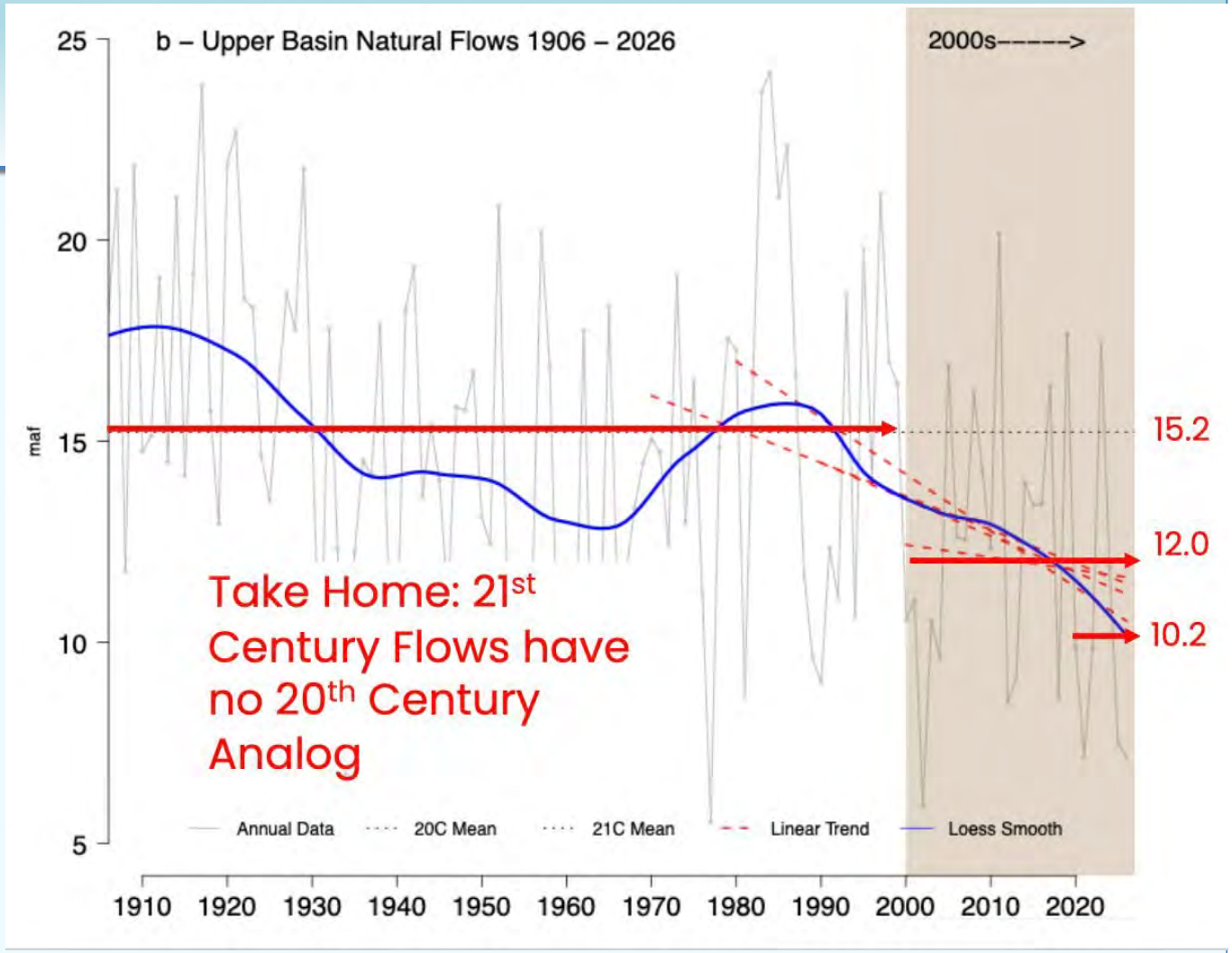
- 2000-26 is worst 27-Year periodback to 1895 (-9% decline compared to 20c)
- 2018 is single lowest year back to1895
- Decline worsened ~ 2015
- Last 7 Years are the lowest avg in record
- Highs are Lower than many 20th Century Highs
- 21st C Lows are 3x more frequentand lower than 20thC
- 1% Decline in Precip ~ 2% Decline in Flow



Udall presentation GRAD 592 Fall 2026

LEE FERRY NATURAL FLOW DECLINES 2000-26

- How Different from 1906-99?
- Mean: 15.2 vs 12.0 maf (-21%)
- Last 7 Years: 10.2 maf (-33%)
- High Flow Years: ½ as many
- Low Flow Years: 2.5x as many



THE FUTURE

- Colorado School of Mines – Adrienne Marshall
  - Denver Post article ("**Last winter's extreme snow drought was a sign of the West's future, Colorado study finds**") based on a peer-reviewed paper in the Proceedings of the National Academy of Sciences.
  - https://www.mines.edu/news/all-news/2026/climate-change-made-this-years-snow-drought-in-the-western-us-four-times-more-likely-new-colorado-school-of-mines-study-finds.html

GROUNDWATER DEPLETION IN COLORADO RIVER BASINS – BRAND NEW REPORT 10/13/2026

- **“Colorado River drought drives unprecedented pattern of groundwater loss”**

- “The Upper Basin is now experiencing rapid groundwater losses, with surface-water shortages increasingly affecting groundwater as well.”

  - https://watereducationcolorado.org/fresh-water-news/briefly-colorado-river-groundwater-supplies-shrinking-in-all-seven-states/

  - E. O. Oyedele et al., Contrasting Groundwater Response to Surface Water Shortages in the Upper and Lower Colorado River Basins, *Water Resources Research* (2026). DOI: 10.1029/2025wr041695

OUR ASK

- We ask MCMWSD and UYWCD to clarify whether the water-supply assumptions underlying their respective analyses, commitments, and representations regarding **SMR** have been evaluated against a scenario of **multiple consecutive years of severe drought and aridification, reduced snowpack, and reduced aquifer recharge**, rather than primarily against arbitrary historical averages.

FUTURE WATER AVAILABILITY

This topic is broader than simply DLC/SMR and the growth of our Stagecoach Community.

It is basin-wide!

All stakeholders must be involved in decision-making and preparation!

Collaboration!

2026 Director Meeting Compensation & Expenses

Meeting Compensation - 043 Detail on next sheet	Budget amount	Accrued to date	Budget amount remaining	Paid to date
Jim Haskins	$ 2,400.00	$ 1,400.00	$ 1,000.00	$ 1,200.00
John Redmond	$ 2,400.00	$ 1,200.00	$ 1,200.00	$ 1,000.00
CJ Mucklow	$ 2,400.00	$ 1,200.00	$ 1,200.00	$ 1,200.00
Leah Wolf Martin	$ 2,400.00	$ 1,400.00	$ 1,000.00	$ 1,200.00
Thomas Sharp	$ 2,400.00	$ 1,600.00	$ 800.00	$ 1,400.00
Nicole Seltzer	$ 2,400.00	$ 1,400.00	$ 1,000.00	$ 1,200.00
Katie Berning	$ 2,400.00	$ 1,600.00	$ 800.00	$ 1,400.00
Kevin McBride	$ 2,400.00	$ 1,600.00	$ 800.00	$ 1,400.00
Mynon Woodley	$ 2,400.00	$ 1,600.00	$ 800.00	$ 1,400.00
12 mtgs/Director/year = $2400	$ 21,600.00		$ 8,600.00	

Travel/Meals/Lodging - 041	Budget amount	Paid to date	Budget amount remaining
Jim Haskins	$ 2,000.00	$ -	$ 2,000.00
John Redmond	$ 2,000.00	$ -	$ 2,000.00
CJ Mucklow	$ 2,000.00	$ -	$ 2,000.00
Leah Wolf Martin	$ 2,000.00	$ -	$ 2,000.00
Thomas Sharp	$ 2,000.00	$ 1,387.93	$ 612.07
Nicole Seltzer	$ 2,000.00	$ 520.00	$ 1,480.00
Katie Berning	$ 2,000.00	$ 888.59	$ 1,111.41
Kevin McBride	$ 2,000.00	$ -	$ 2,000.00
Mynon Woodley	$ 2,000.00	$ -	$ 2,000.00
$2,000/Director/year	$ 18,000.00		$ 15,203.48

OTHER Meeting Attended & Date	Amount	OTHER Meeting Attended & Date	Amount
	$ -		$ -
	$ -		$ -
	$ -		$ -
	$ -		$ -
Jan 2026 CO Water Congress	$ 1,387.93		$ -
Sustaining CO Watershed Conf	$ 520.00		$ -
Sustaining CO Watershed Conf	$ 888.59		$ -
	$ -		$ -
	$ -		$ -

Meeting Fees (Registrations) - 041	Budget amount	Paid to date	Budget amount remaining
Jim Haskins	$ 1,500.00	$ -	$ 1,500.00
John Redmond	$ 1,500.00	$ 475.00	$ 1,025.00
CJ Mucklow	$ 1,500.00	$ 475.00	$ 1,025.00
Leah Wolf Martin	$ 1,500.00	$ 490.00	$ 1,010.00
Thomas Sharp	$ 1,500.00	$ 1,265.00	$ 235.00
Nicole Seltzer	$ 1,500.00	$ 1,215.00	$ 285.00
Katie Berning	$ 1,500.00	$ 430.00	$ 1,070.00
Kevin McBride	$ 1,500.00	$ 475.00	$ 1,025.00
Mynon Woodley	$ 1,500.00	$ -	$ 1,500.00
$1,500/Director/year	$ 13,500.00		$ 8,675.00

OTHER Meeting Attended & Date	Amount	OTHER Meeting Attended & Date	Amount	OTHER Meeting Attended & Date	Amount	OTHER Meeting Attended & Date	Amount
	$ -		$ -		$ -		$ -
Aug 2026 CO Water Congress	$ 475.00		$ -		$ -		$ -
Aug 2026 CO Water Congress	$ 475.00		$ -		$ -		$ -
Aug 2026 CO Water Congress	$ 475.00	CO River District Seminar 9/18	$ 15.00		$ -		$ -
Jan 2026 CO Water Congress	$ 775.00	Aug 2026 CO Water Congress	$ 475.00	CO River District Seminar 9/18	$ 15.00		$ -
Jan 2026 CO Water Congress	$ 275.00	Aug 2026 CO Water Congress	$ 475.00	Sustaining CO Watershed Conf	$ 430.00	CO River District Seminar 9/18	$ 35.00
	$ -		$ -	Sustaining CO Watershed Conf	$ 430.00		$ -
Aug 2026 CO Water Congress	$ 475.00		$ -		$ -		$ -
	$ -		$ -		$ -		$ -

Meeting Compensation - 043 - DETAIL

1st Quarter 2026

Director/Meeting date	1/21/26 BOD	3/5/26 Ex Comm	3/18/26 BOD	Q1 Total (Jan-Mar)	Amount Paid	Date Paid
Jim Haskins	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
John Redmond	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
CJ Mucklow	$ 200.00	$ -	$ 200.00	$ 400.00	$ 400.00	3/26/2026
Leah Wolf Martin	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
Thomas Sharp	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
Nicole Seltzer	$ 200.00	$ -	$ 200.00	$ 400.00	$ 400.00	3/26/2026
Katie Berning	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
Kevin McBride	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
Mynon Woodley	$ 200.00	$ 200.00	$ 200.00	$ 600.00	$ 600.00	3/26/2026
Total	**$ 1,800.00**	**$ 1,400.00**	**$ 1,800.00**	$ 5,000.00		
	DS 1/22/26	DS 3/6/26	DS 3/19/26	Attendance updated initials & date		
	DS 1/22/26	DS 3/11/26	DS 3/24/26	Entered in QuickBooks initials & date		

2nd Quarter 2026

Director/Meeting date	5/20/26 BOD	6/29/26 SP BOD	Q2 Total (Apr-Jun)	Amount Paid	Date Paid
Jim Haskins	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
John Redmond	$ 200.00	$ -	$ 200.00	$ 200.00	7/1/2026
CJ Mucklow	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Leah Wolf Martin	$ 200.00	$ -	$ 200.00	$ 200.00	7/1/2026
Thomas Sharp	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Nicole Seltzer	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Katie Berning	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Kevin McBride	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Mynon Woodley	$ 200.00	$ 200.00	$ 400.00	$ 400.00	7/1/2026
Total	**$ 1,800.00**	**$ 1,400.00**	$ 3,200.00		
	DS 5/22/26	DS 6/30/26	Attendance updated initials & date		
	DS 5/22/26	DS 6/30/26	Entered in QuickBooks initials & date		

3rd Quarter 2026

Director/Meeting date	7/15/26 BOD	9/16/26 BOD	Q3 Total (Jul-Sept)	Amount Paid	Date Paid
Jim Haskins	$ 200.00	$ -	$ 200.00	$ 200.00	10/14/2026
John Redmond	$ 200.00	$ -	$ 200.00	$ 200.00	10/14/2026
CJ Mucklow	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Leah Wolf Martin	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Thomas Sharp	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Nicole Seltzer	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Katie Berning	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Kevin McBride	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Mynon Woodley	$ 200.00	$ 200.00	$ 400.00	$ 400.00	10/14/2026
Total	**$ 1,800.00**	**$ 1,400.00**	$ 3,200.00		
	DS 7/16/26	DS 9/17/26	Attendance updated initials & date		
	DS 7/16/26	DS 9/23/26	Entered in QuickBooks initials & date		

4th Quarter 2026

Director/Meeting date	10/21/26 BOD	11/18/26 BOD	Ex Comm	Q4 Total (Oct-Dec)	Amount Paid	Date Paid
Jim Haskins	$ 200.00	$ -	$ -	$ 200.00	$ -	
John Redmond	$ 200.00	$ -	$ -	$ 200.00	$ -	
CJ Mucklow	$ -	$ -	$ -	$ -	$ -	
Leah Wolf Martin	$ 200.00	$ -	$ -	$ 200.00	$ -	
Thomas Sharp	$ 200.00	$ -	$ -	$ 200.00	$ -	
Nicole Seltzer	$ 200.00	$ -	$ -	$ 200.00	$ -	
Katie Berning	$ 200.00	$ -	$ -	$ 200.00	$ -	
Kevin McBride	$ 200.00	$ -	$ -	$ 200.00	$ -	
Mynon Woodley	$ 200.00	$ -	$ -	$ 200.00	$ -	
Total	**$ 1,600.00**	**$ -**	**$ -**	$ 1,600.00		
	DS 10/23/26				Attendance updated initials & date	
	DS 10/23/26				Entered in QuickBooks initials & date	

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
WEDNESDAY, SEPTEMBER 16, 2026 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:
HTTPS://US06WEB.ZOOM.US/J/84937333879?PWD=9XA4MWSMBRJIUZKM2TZHBMABKWEJHC.1
MEETING ID: 849 3733 3879 - PASSCODE: 344919

MINUTES

General Manager Rossi established a quorum and noted that Board President Haskins and Vice President Redmond are not able to attend the meeting. General Counsel Weiss recommended the Board vote to allow General Manager Rossi to run the meeting. Director McBride moved to allow General Manager to run the meeting. Director Mucklow seconded the motion, which was unanimously approved. General Manager Rossi called the meeting to order at 12:09 PM.

Board Members Present: Leah Wolf Martin, Mynon Woodley, Tom Sharp, Kevin McBride, Nicole Seltzer, Katie Berning, CJ Mucklow

Board Members Absent: Jim Haskins, John Redmond

Others Present:
Andy Rossi, General Manager
Emily Lowell, District Engineer
Karina Craig, Finance Manager
Holly Kirkpatrick, Public Affairs Manager
Dianna Schoen, Business Manager
Bob Weiss, General Counsel
Scott Grosscup, Special Counsel
Karen Wogsland, Friends of the Yampa
Travis Crooke, Friends of the Yampa
Patrick Stanko, Community Agriculture Alliance (CAA)
Kevin Gneiser
Dan Kolar
Erin Light, Division of Water Resources (DWR)
Michael Miller
Mendi Figueroa, CAA

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

The following agenda was proposed:

AGENDA

(1) **12:00 PM** Establishment of Quorum and Call to Order
(2) **12:00 PM** Approval of Agenda for Meeting **Action item**

DRAFT

RECORD OF PROCEEDINGS

(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** Board Member Reports
   a. Board Member Disbursements

(5) **12:15 PM** Consent Agenda **Action item**
   a. Approval of the Minutes of the July 15, 2026 Board of Directors Meeting
   b. Financials
      i. Approval of Disbursements
      ii. Budget Comparison
      iii. Auditor Selection

(6) **12:25 PM** Report of General Manager
   a. General Manager's Report
   b. Augmentation Plan Updates
   c. Presentation of First Draft of 2027 UYWCD Budget

(7) **1:30 PM** District Engineer Report
   a. Update on Reservoir Water Status and Yampa River Administration
   b. Stagecoach Firming Project Update

(8) **2:00 PM** Public Information Updates
   a. Grant Disbursements
   b. New Grant Applications **Action item**

(9) **2:45 PM** Report of General Counsel
   a. TBD

(10) **2:55 PM** Pending Water Cases
   a. Water Resumes
   b. Status of Other Water Cases

(11) **3:10 PM** New Business (Limited to emergency matters that came up During the course of the meeting) **Action item**

(12) **3:05 PM** Executive Sessions:
   a. Executive session under CRS § 24-6-402(4)(b) to discuss legal issues on Water Resumes, Water Cases, Contract Negotiations and_____(insert description) . Mere presence or participation of an attorney at an executive session is not sufficient to satisfy the requirements of CRS § 24-6-402(4)(b). Executive sessions to discuss legal matters are not recorded.
   b. Executive session under CRS § 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect to _____(insert brief description). This session will be recorded, and a copy of the recording maintained for not less than 90 days.
   c. At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record.

(13) **3:15 PM** Board Actions in Regard to Executive Session

(14) **3:20 PM** Determination of Next Meeting(s) Agenda(s)

(15) **3:30 PM** Adjournment.

DRAFT

Meeting Agenda. General Manager Rossi requested to move the Friends of the Yampa presentation, Agenda Item #8, to after Public Comment to accommodate their schedule. Director Berning moved to approve the agenda with this change. Director Wolf-Martin seconded the motion which was unanimously approved.

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

Public Information Updates.
New Grant Application. Karen Wogsland from Friends of the Yampa (FOTY) provided an update on the scope of work for a feasibility study centered around community needs for a river center. The projected cost of the study is $20,000 and would be led by a hired contractor. Public Affairs Manager Kirkpatrick noted that FOTY was there to provide a project update and is not presenting for the purpose of requesting grant funding. The Board of Directors discussed the Colorado special districts statute, the District's mission, and future office space needs.

Board Member Reports. Board Member disbursements were provided. There were no Board Member reports.

Consent Agenda. Finance Manager Craig recommended retaining auditors Watson Coon Ryan. Director Mucklow moved to approve the consent agenda as presented. Director Wolf-Martin seconded the motion which was unanimously approved.

Report of General Manager.
General Manager's Report. General Manager Rossi provided an update on the current and ongoing activities of the District. He provided an overview of wildfire mitigation activities and recent and upcoming water meetings. The Board of Directors discussed water deliveries on the Stillwater Ditch.

Augmentation Plan Updates. The Board reviewed the current augmentation plans contract summary document. General Manager Rossi noted the increased complexity of the new applications.

Presentation of First Draft of 2027 UYWCD Budget. General Manager Rossi and Finance Manager Craig presented the first draft of the 2027 UYWCD budget. Major projects discussed at the July Board Retreat/Meeting and capital improvement projects were added to the budget line items. A preliminary CPI increase of 3.63% was applied to certain annual revenues and expenses. Preliminary property tax revenues valuations from the County Assessors were received and the final ones are forthcoming December 10, 2026. Property valuations are in the second year of a two-year reassessment cycle and are not expected to change significantly from the prior year. General Counsel Weiss provided comment on projected legal fees for 2027 and grant funding changes were clarified by Public Affairs Manager Kirkpatrick.

District Engineer Report.
Update on Reservoir Water Status and Yampa River Administration. District Engineer Lowell provided an update on the reservoir water status and the call on the Yampa River.

Stagecoach Firming Project Update. District Engineer Lowell provided an update on the permitting, planning and design process for the Stagecoach firming project. Routt County Planning believes the project would fall under the 1041permit and FERC will be subject to a three-stage consultation requirement. The Board of Directors discussed the project.

DRAFT

Public Information Updates.
Grant Disbursements. Public Affairs Manager Kirkpatrick provided an update to the Board on the Diversion Infrastructure Improvement Project (DIIP) and Community Grant Funding.

New Grant Applications.
Kevin Gneiser, Mendi Figueroa and Holly Kirkpatrick presented detail on the CAA request of $21,200 for upgrades to diversion infrastructure for the CR Brown and Moffat Coal Ditch located on Hunt Creek in South Routt County. The Hunt Creek watershed was impacted by the Crosho Fire in 2025 and experienced post-fire erosion. Director Sharp moved to approve the request for $21,200 grant funding. Director Mucklow seconded the motion which was unanimously approved.

Patrick Stanko with the CAA presented detail on the Duquette Ditch Phase 3 grant funding request of $10,000 for the project design phase. The project aims to install a cross river diversion to restore bank stability, improve irrigation efficiency, and enhance river health. The Board discussed. Director Mucklow moved to approve the request from CAA for $10,000 in grant funding for the Duquette Ditch Phase 3 design. Director Berning seconded the motion. Director Sharp moved to table the motion and postpone the decision until the October 21 meeting to allow time to determine the implications of the diversion on the District's water rights. The motion died for lack of a second. The Board then voted on the original motion. The motion carried, six in favor (Directors Woodley, Mucklow, Berning, Wolf-Martin, Seltzer and McBride) and one apposed (Director Sharp). The Board requested an analysis of the effects on UYWCD water if the Duquette project is complete for the October or November meeting. A list of senior water rights on the Yampa was also requested.

UYWCD water education efforts and 2026 scholarship recipients and funds were discussed. Director Sharp suggested increasing scholarship funding for 2027.

Report of General Counsel. General Counsel Weiss provided an overview of the current terms of the UYWCD lease.

Pending Water Cases.
Water Resumes. Special Counsel Grosscup noted that there were no new water resumes of concern to the District in July and August.

Status of Other Water Cases. Special Counsel Grosscup provided an update on the various water court cases in which the District is a party. Regarding Case No. 23CW3025, Moffat County Umbrella Augmentation Plan, the case is close to completing stipulations. Regarding Case No. 24CW3029, Coal Creek Diversion Pipeline, the final decree continues the water right. Regarding Case No. 24CW3031, Public Service Company (PSCO), stipulation was reached with UYWCD. Regarding Case No. 25CW3008, Storm Mountain Ranch, stipulation was reached with UYWCD and they are applying for a Water Supply Contract with the District. Case No. 25CW3019, Stagecoach Reservoir Diligence, DWR has raised a number of application questions, with a January deadline to respond.

Special Counsel Grosscup noted the retirement of the Division 6 Water Referee, Dan Birch.

New Business. General Manager Rossi provided an overview of the corrections required by Routt County Planning of the Stagecoach Mountain Ranch project. Director Sharp provided a brief overview of the annexation process with Morrison Creek Water and Sanitation District.

Executive Session and Board Action Regarding Executive Session. There were no Executive Sessions.

DRAFT

Determination of Next Meeting Agenda. The agenda for the October 21, 2026 Board Meeting was reviewed.

Director Sharp moved to adjourn the meeting at 3:30 PM. Director McBride seconded the motion which was unanimously approved.

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

_____ Date: _____
Andy Rossi, District Secretary/Manager

DRAFT

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
BOARD OF DIRECTORS MEETING
WEDNESDAY, OCTOBER 21, 2026 (12:00 PM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING:
HTTPS://US06WEB.ZOOM.US/J/81642462109?PWD=K6T2VDKEXZAPS86FK9SBXMJE16LIYR.1
MEETING ID: 816 4246 2109 - PASSCODE: 147554

MINUTES

Chairman Haskins established a quorum and called the meeting to order at 12:03 PM.

Board Members Present: Jim Haskins, John Redmond, Mynon Woodley, Tom Sharp, Kevin McBride, Nicole Seltzer, Katie Berning, and Leah Wolf Martin

Absent Board Member: CJ Mucklow

Others Present:
Andy Rossi, General Manager
Emily Lowell, District Engineer
Holly Kirkpatrick, Public Affairs Manager
Karina Craig, Finance Manager
Dianna Schoen, Business Manager
Bob Weiss, General Counsel
W Summers
Erin Light, Division of Water Resources
Michael Miller

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

The following agenda was proposed:

AGENDA

(1) **12:00 PM** Establishment of Quorum and Call to Order
(2) **12:00 PM** Approval of Agenda for Meeting **Action item**
(3) **12:05 PM** Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
(4) **12:10 PM** Report of General Manager
a. 2027 Budget Discussion
(5) **1:30 PM** New Business (Limited to emergency matters that came up **Action item**
During the course of the meeting)

DRAFT

(6) **1:35 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.
   c. At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record.

(7) **1:40 PM** Board Actions in Regard to Executive Session
(8) **1:45 PM** Determination of Next Meeting(s) Agenda(s)
(9) **1:50 PM** Adjournment.

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

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

Report of General Manager.
2027 Budget Discussion. General Manager Rossi presented a historical overview of the District's budgets for 2021 through 2027, noting that the figures presented were budgeted amounts and not actuals. The presentation compared revenues, spending, property tax revenues, and projected ending fund balances across the seven years, and highlighted major differences between years. General Manager Rossi then described the factors specific to each year. Finance Manager Craig provided detail on the TABOR reserve, which requires that 3% of expenditures be held in reserve. Director Sharp requested that a column of estimated actuals for the current year be added to allow comparison with the proposed 2027 budget. General Manager Rossi reviewed the budget timeline. The staff and Board reviewed and discussed the application of the Consumer Price Index (CPI) as an adjustment to several budget items, interest earnings, and the District's financial and banking accounts. Final budget recommendations will be provided in November. District Engineer Lowell reviewed the capital projects presented in the budget, including the next phase of section upgrades to Stillwater Ditch, the State Park well drilling, wetlands mitigation, and the Stagecoach firming project and permitting process. The Board discussed these projects. General Manager Rossi reviewed the locations of planned 2027 wildfire mitigation work. The staff and Board discussed future engineering staffing needs.

New Business. There was no new business.

Executive Session and Board Action Regarding Executive Session. There were no executive sessions.

Determination of Next Meeting Agenda. The agenda for the November 18, 2026 Board Meeting was reviewed. General Manager Rossi noted that a group identified as Concerned Citizens of Routt County will speak at the November meeting.

DRAFT

RECORD OF PROCEEDINGS

The meeting was adjourned at 1:53 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

DRAFT

CONSENT AGENDA

FINANCIALS:
APPROVAL OF DISBURSEMENTS &
BUDGET COMPARISON

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.

Date: November 18, 2026

Item: Financial Reports: October 31, 2026, Cash Disbursement Report and September 30, 2026 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 credit card through September 30, 2026 and with check and electronic payments through October 31, 2026. Cash disbursements include operating and capital expenditures from the 2026 fiscal year budget, totaling $1,304,389.79.

The ***Budget Comparison Report*** includes transactions accrued up to September 30, 2026. Additional transactions for the reported period may be added as further documentation is received and processed.

The ***Annual Audit*** follows the year-end close, which begins as the fiscal year approaches its end and involves finalizing the financial books and preparing the 2026 Financial Statements. District staff maintains the District's accounting throughout the year in accordance with U.S. Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB). As a local government administering public funds, the District is required to undergo an annual audit under the Colorado Local Government Audit Law (C.R.S. §29-1-601 et seq.). At its September 16, 2026 meeting, the Board of Directors selected Watson Coon Ryan, LLC (WCR), CPAs, to conduct the 2026 audit. Their engagement letter, which sets out the terms of the audit, is enclosed for reference. An audit schedule will be presented at the regularly scheduled January 2027 Board meeting.

II. Summary:

Cash disbursements reported include *reconciled* expenditures from the 2026 fiscal year-to-date. The Budget Comparison reports *2024 and 2025 audited* actuals. It also includes current year financials: budget, early year actuals and annual projections. The Auditor's Engagement Letter from Watson Coon Ryan, LLC (WCR), CPAs, sets out terms of the 2026 audit.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation: Accept the Cash Disbursement Report, the Budget Comparison Report, and Auditor's Engagement Letter.

IV. Legal Issues: None

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

Attachments:
Attachment 1: Cash Disbursement Report.
Attachment 2: Budget Comparison Report.
Attachment 3: Auditor's Engagement Letter.

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
08/02/2026	Google	Software expense	43.89
08/02/2026	Town of Hayden	YYWF, usage fee for Dry Creek Park	242.00
08/03/2026	Colorado Watershed Assembly	Sustaining Colorado Watersheds Conference Registration	430.00
08/04/2026	Colorado Watershed Assembly	Sustaining Colorado Watershed Conference. Registration, Director Berning.	430.00
08/04/2026	Colorado Watershed Assembly	Sustaining Colorado Watershed Conference. Registration, Engineer Lowell.	430.00
08/04/2026	Colorado Watershed Assembly	Sustaining Colorado Watershed Conference. Registration, Director Seltzer.	430.00
08/04/2026	USPS	Postage	11.02
08/05/2026	City Market	Staff meeting lunch	15.37
08/05/2026	Colorado River District	Seminar registration, Director Wolf Martin.	15.00
08/05/2026	Home Depot	Office hvac equipment	70.79
08/07/2026	Dick's Sporting Goods	Employee recognition	65.34
08/07/2026	Restaurant	Employee meeting	309.60
08/07/2026	USPS	Postage	1.69
08/07/2026	Walmart	Office supplies	8.59
08/09/2026	Garmin	Monthly subscription	34.95
08/10/2026	Colorado River District	Conference registration, staff.	17.50
08/10/2026	Target	Office and kitchen supplies	29.32
08/11/2026	Restaurant	Media Tour planning with CAA	19.04
08/11/2026	USPS	Postage	11.31
08/12/2026	Amazon	YYWF Supplies	66.69
08/12/2026	Target	Office supplies	18.73
08/13/2026	Grace, Lenore	Pump-flow meter for Grace Water Pump	1,774.40
08/13/2026	Hamlin, Linda	Hamlin headgate and flume installation	3,250.00
08/13/2026	Mailchimp	Monthly digital marketing platform	20.90
		Subtotal	7,746.13

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
08/13/2026	NYT The New York Times	Monthly subscription	28.00
08/13/2026	RC Routt County Fairgrounds	Rental Fee for YYWF	655.00
08/14/2026	Restaurant	Media Tour lunch	3,129.36
08/15/2026	CMC	Training	3,060.00
08/17/2026	Edge Communications	Monthly telephone services	140.32
08/17/2026	Gas Station	Media Tour supplies	5.38
08/17/2026	Restaurant	CWC pre-conference GM event	1,529.51
08/17/2026	Restaurant	Media Tour breakfast	149.50
08/18/2026	Colorado River District	Seminar registration. Director Sharp.	15.00
08/18/2026	Natural Grocers	Kitchen supplies	7.61
08/18/2026	Restaurant	Conference expense	60.86
08/18/2026	Special District Association of CO	SDA conference registration	175.00
08/19/2026	Safeway	Media Tour supplies	25.99
08/20/2026	Amazon	YYWF Supplies	82.54
08/21/2026	Adobe	Monthly subscription	330.12
08/21/2026	YVEA	Electrical service at Stagecoach powerhouse and shed	266.20
08/25/2026	Gas Station	Vehicle maintenance	3.00
08/27/2026	Canva	Monthly software subscription	50.00
08/27/2026	CenturyLink Lumen	Internet services	251.30
08/27/2026	CenturyLink Lumen	Telephone, Stagecoach.	225.32
08/31/2026	Amazon	Office supplies	17.98
08/31/2026	Intuit	Software fee	27.00
09/01/2026	Family Support Registry	Monthly remittance	716.00
09/02/2026	Fleet Service Conoco Universal WEX	Monthly gasoline charges	1,227.66
		Subtotal	12,178.65

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
09/02/2026	Google	Software expense	43.89
09/02/2026	Hotel	Conference, lodging expense.	216.71
09/02/2026	Hotel	Conference expense	137.59
09/02/2026	MVB Mountain Valley Bank	Monthly lease	3,601.98
09/02/2026	Restaurant	Conference expense	6.38
09/03/2026	ACE Hardware	Office supplies	18.27
09/03/2026	Chaos Ink	YYWF Supplies	4,282.00
09/03/2026	Colorado River District	Event registration	17.50
09/03/2026	Forrester and Associates LLC	Wildfire mitigation work through 06-29-2026. Passthrough expense.	51,550.00
09/03/2026	Forrester and Associates LLC	Monthly federal liability payment	5,550.00
09/03/2026	GEI Consultants	FERC ODSP follow up, shotcrete evaluation.	18,179.10
09/03/2026	GEI Consultants	FERC ODSP follow up	153.96
09/03/2026	Quandary Consultants LLC	Wildfire Mitigation project, professional services through 07-27-2026. Passthrough expense.	5,891.25
09/03/2026	Quandary Consultants LLC	Wildfire Mitigation project. Passthrough expense.	4,052.50
09/03/2026	Quandary Consultants LLC	Wildfire Mitigation project, site inspection. Passthrough expense.	581.25
09/03/2026	Spheros Environmental Group Parent Inc.	Reservoir water quality modeling	17,574.00
09/03/2026	Spheros Environmental Group Parent Inc.	Bear River Watershed & Stagecoach monitoring.	4,258.50
09/03/2026	Stand Creative Studio	Monthly payroll	700.00
09/03/2026	X Field Services	Stagecoach well drilling	6,645.00
09/03/2026	X Field Services	Stillwater Ditch maintenance	1,740.00
09/08/2026	Garmin	Monthly subscription	34.95
09/08/2026	Intuit	Software fee	27.00
09/13/2026	City Market	Meeting lunch	34.69
09/13/2026	Mailchimp	Monthly digital marketing platform	20.90
		Subtotal	125,317.42

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
09/13/2026	Restaurant	Meeting lunch	84.03
09/15/2026	City Market	Board meeting lunch	61.12
09/15/2026	Colorado River District	Event registration	17.50
09/15/2026	Gas Station	Board meeting supplies	3.65
09/15/2026	Hotel	Conference, lodging expense.	240.92
09/16/2026	Restaurant	Board Meeting lunch	107.52
09/17/2026	Edge Communications	Monthly telephone services	140.32
09/18/2026	NDS Northwest Data Services	Monthly MSP fee, monthly IT services.	3,043.00
09/18/2026	Restaurant	Board meeting lunch	243.74
09/18/2026	YVEA	Electrical service at Stagecoach powerhouse and shed	230.78
09/20/2026	Adobe	Monthly subscription	330.12
09/20/2026	Colorado River District	Event registration	15.00
09/20/2026	Steamboat Tennis and Pickleball	Staff event	275.00
09/21/2026	ACE Hardware	Office supplies	3.55
09/21/2026	ACS Advanced Copier Solutions, Inc.	Monthly copier fees	14.37
09/21/2026	Balcomb & Green, P.C.	Legal services, July.	990.00
09/21/2026	CEBT	Insurance	19,201.44
09/21/2026	DHM Design Corporation	Stagecoach Wetlands, professional services through 07-31-26.	1,093.75
09/21/2026	Fondriest Environmental, Inc.	Stagecoach Reservoir water quality monitoring	8,640.00
09/21/2026	Forrester and Associates LLC	Wildfire mitigation work at Stillwater Ditch, passthrough funding.	499,400.00
09/21/2026	MVB Mountain Valley Bank	Wire fee	30.00
09/21/2026	NYT The New York Times	Monthly subscription	28.00
09/21/2026	RC RCWP Routt County Weed Program	Weed mitigation, Stagecoach.	1,847.75
09/21/2026	Spheros Environmental Group Parent Inc.	Reservoir water quality modeling	21,546.50
		Subtotal	557,588.06

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
09/21/2026	Spheros Environmental Group Parent Inc.	Bear River Watershed & Stagecoach Reservoir WQ Monitoring.	14,453.11
09/21/2026	Spheros Environmental Group Parent Inc.	USBR Grant GoldSim Model	9,002.00
09/21/2026	Spheros Environmental Group Parent Inc.	Stagecoach Reservoir GW support	7,901.35
09/21/2026	Spheros Environmental Group Parent Inc.	Operations Dashboard support	2,227.50
09/21/2026	Spheros Environmental Group Parent Inc.	Yampa River Dashboard support	1,143.00
09/21/2026	Western Biology LLC	Wildfire Mitigation Plan. Passthrough expense.	8,913.50
09/21/2026	YV Property Service LLC dba All Natural	Office cleaning services	300.00
09/21/2026	YVSC Western Resilience Center	Wildfire mitigation grant	7,800.00
09/22/2026	CenturyLink Lumen	Telephone, Stagecoach.	225.41
09/22/2026	Restaurant	Meeting lunch	18.00
09/28/2026	Canva	Monthly software subscription	50.00
09/28/2026	Ski Haus	YYWF Supplies	100.00
09/28/2026	Walmart	YYWF supplies	102.61
09/29/2026	CenturyLink Lumen	Internet services	251.30
09/29/2026	Ecoteric Marketing LLC	Marketing services	200.00
09/29/2026	Internal Revenue Service	Monthly federal tax liability payment	23,642.84
09/29/2026	Intuit	Mileage reimbursements	981.46
09/29/2026	Intuit	Monthly payroll	65,949.48
09/29/2026	MissionSQ 401a	Monthly retirement contributions	5,813.39
09/29/2026	MissionSQ 457	Monthly retirement contributions	4,534.02
09/29/2026	Zoom	Software, annual renewal	169.90
09/30/2026	Colorado Sled RentalsColorado Sled Rental	YYWF UTV rental	886.92
09/30/2026	Hotel	Conference, lodging expense, director.	254.51
09/30/2026	Intuit	Batch Fees	9.99
		Subtotal	154,930.29

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
10/01/2026	Family Support Registry	Monthly remittance	716.00
10/01/2026	MVB Mountain Valley Bank	Monthly lease	3,601.98
10/05/2026	Colorado Mesa University	The River film sponsoship	2,500.00
10/07/2026	CMNM Colorado Mountain News Media	Public notice of budget hearing, Moffat County.	32.15
10/07/2026	CMNM Colorado Mountain News Media	Public notice of budget hearing, Routt County.	32.15
10/14/2026	ACE Hardware	YYWF supplies	271.57
10/14/2026	ACS Advanced Copier Solutions, Inc.	Monthly copier fees	26.53
10/14/2026	Barefoot Public Relations LLC	Strategic Plan Communications Roadmap	5,625.00
10/14/2026	Barefoot Public Relations LLC	Long-term messaging platform	2,500.00
10/14/2026	CEBT	Insurance	19,201.44
10/14/2026	CJ Mucklow	Director fees	400.00
10/14/2026	Colorado Car Care LLC	Vehicle maintenance	983.96
10/14/2026	Colorado Department of Revenue	Quarterly tax withholding payment	10,365.00
10/14/2026	Colorado Event Rentals	Tent rental for annual event	4,433.51
10/14/2026	DHM Design Corporation	Stagecoach Wetlands, professional services through 08-28-26.	2,597.87
10/14/2026	Element Print and Design	YYWF and Crane Festival education and outreach materials	1,257.75
10/14/2026	Element Print and Design	YYWF materials	166.99
10/14/2026	Fleet Service Conoco Universal WEX	Monthly gasoline charges	1,139.07
10/14/2026	Jim Haskins	Director Fees	200.00
10/14/2026	John Redmond	Director fees	200.00
10/14/2026	Katie Berning	Director fees	400.00
10/14/2026	Katie Berning	Reimbursement of conference expenses	168.59
10/14/2026	Kevin McBride	Director fees	400.00
10/14/2026	La Central Catering LLC	YYWF Catering	1,600.00
		Subtotal	58,819.56

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
10/14/2026	Leah Wolf Martin	Director fees	400.00
10/14/2026	Mynon Woodley	Director fees	400.00
10/14/2026	Nicole Seltzer	Director fees	400.00
10/14/2026	Quandary Consultants LLC	Wildfire Mitigation project, professional services through 08-29-2026. $3,177.50 are a passthrough expense.	4,681.25
10/14/2026	Quandary Consultants LLC	Wildfire Mitigation project, professional services through 08-29-2026. Passthrough expense.	1,601.25
10/14/2026	Quandary Consultants LLC	Wildfire Mitigation project, professional services through 08-29-2026. Passthrough expense.	412.50
10/14/2026	Spheros Environmental Group Parent Inc.	Bear River Watershed & Stagecoach Reservoir WQ Monitoring.	6,107.48
10/14/2026	Spheros Environmental Group Parent Inc.	Stagecoach Reservoir modeling	5,732.00
10/14/2026	Spheros Environmental Group Parent Inc.	USBR Grant GoldSim Model	5,546.00
10/14/2026	Spheros Environmental Group Parent Inc.	Operations Dashboard support	783.75
10/14/2026	Spheros Environmental Group Parent Inc.	Yampa River Dashboard support	311.25
10/14/2026	Spheros Environmental Group Parent Inc.	Stagecoach Reservoir GW support	310.00
10/14/2026	Stand Creative Studio	Monthly digital marketing services	700.00
10/14/2026	Structural LLC	Concrete repairs at Stagecoach	166,949.00
10/14/2026	Talos Technologies LTD	Operations technology	12,219.00
10/14/2026	Tom Sharp	Director fees	400.00
10/14/2026	USGS	Snow modeling and remote sensing for runoff forecasting in upper Yampa River basin.	10,392.95
10/14/2026	USGS	Operation and maintenance of stream flow gaging station and WQ monitoring.	9,082.66
10/14/2026	YV Property Service LLC dba All Natural	Office cleaning services	300.00
10/14/2026	YVSC Western Resilience Center	Q3 payment for climate resilience ranching hub grant	4,963.31
10/14/2026	YVSC Western Resilience Center	Wildfire mitigation Grant	3,254.34
10/19/2026	NDS Northwest Data Services	Laptop computers	4,464.00
10/19/2026	NDS Northwest Data Services	Computer accessories	158.00
10/20/2026	NDS Northwest Data Services	Monthly MSP fee, monthly IT services.	3,043.00
		Subtotal	242,611.74

Upper Yampa Water Conservancy District
Cash Disbursement Report
October 31, 2026

Date	Name	Memo	Amount
10/21/2026	MVB Mountain Valley Bank	Cashier's checks payable to Routt County Treasurer for Stagecoach Tax Lien Purchases	40.64
10/26/2026	Bear River Reservoir Co.	Community Grant Funding for Bear River Reservoir Co. Approved by Board 05-21-25; Stillwater Reservoir.	46,125.00
10/26/2026	Internal Revenue Service	Monthly federal tax liability payment	23,525.80
10/29/2026	Intuit	Monthly payroll	64,799.48
10/29/2026	MissionSQ 401a	Monthly retirement contributions	5,767.52
10/29/2026	MissionSQ 457	Monthly retirement contributions	4,511.09
10/31/2026	Intuit	Batch Fees	4.03
10/31/2026	Intuit	Mileage reimbursements	424.38
		Subtotal	145,197.94
		Total	1,304,389.79

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2026 BUDGET COMPARISON REPORT, AS OF SEPTEMBER 30, 2026

modified accrual basis

		2024 ACTUALS Audited	2025 ACTUALS Final Audit Draft	2026 BUDGET November 19, 2025	2026 ACTUALS September 30, 2026	2026 PROJECTIONS September 30, 2026
	Fund Opening Balance including Encumbered Funds	**22,104,864**	**25,121,867**	**26,832,928**	**26,832,928**	**26,832,928**
	Restricted Funds	**549,165**	**589,327**	**570,139**	**570,139**	**570,139**
	Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734	419,734
	Tabor Reserve	129,431	169,593	150,405	150,405	150,405
	Committed Funds	**21,555,699**	**24,532,540**	**26,262,789**	**26,262,789**	**26,262,789**
	Emergency Facilities Reserve	5,462,334	5,609,816	5,743,890	5,743,890	5,743,890
	Capital Maintenance Reserve	916,235	940,973	963,462	963,462	963,462
	Capital Projects Development Fund	15,177,130	17,981,751	19,555,437	19,555,437	19,555,437
	Revenues					
	Facilities					
	Stagecoach Reservoir					
1	**Power Sales**	88,462	73,368	127,000	15,192	17,471
2	**Water Sales**	509,362	524,957	247,362	250,966	487,417
	Stagecoach Firming					
	Yamcolo Reservoir					
2	**Water Sales**	202,446	205,851	202,004	112,649	166,901
3	**Stillwater Ditch & Reservoir Company**	14,435	14,056	10,288		10,288
	Elk River Augmentation Water Sales	3,481	3,133	2,594	9,111	5,686
4	**Property taxes**	4,347,105	4,216,651	4,370,042	4,540,706	4,572,715
5	**Interest earned**	1,239,104	1,139,064	908,400	800,338	1,056,824
6	**Other income**	2,714	2,764	2,830	68,341	68,341
	Pass through income	268,492	187,885		718,258	718,258
	Subtotal Operating	**820,900**	**824,129**	**592,078**	**456,259**	**756,104**
	revenues	**6,675,602**	**6,367,728**	**5,870,520**	**6,515,561**	**7,103,901**
	Expenditures					
	Operating					
	Facilities					
7r	**Stagecoach Reservoir**	713,964	653,621	875,598	570,459	846,193
7f	**Stagecoach Firming**			100,000		25,000
8	**Yamcolo Reservoir**	164,601	171,064	214,982	142,906	206,289
9	**Stillwater Ditch & Reservoir Company**	71,517	77,915	105,971	57,665	100,457
	Elk River Augmentation Plan	2,528	2,483	3,722	2,012	2,719
10	**Administration**	371,343	350,445	406,029	271,108	397,251
11	**Board of Directors**	75,951	84,236	139,904	65,563	106,753
12	**External Affairs**	141,871	152,625	251,560	121,179	233,947
13	**Finance**	138,101	150,056	179,903	128,488	179,676
14	**Legal**	256,054	158,590	215,269	58,966	215,212
15	**Planning**	276,151	702,423	644,997	303,224	644,941
16	**Grants, Scholarships & Public Information**	342,185	420,808	704,302	364,491	642,265
17	**Treasurer fees**	128,247	123,995	131,101	141,605	142,603
18	**Pass through expenses**	278,492	187,885		718,258	718,258
19	**Yampa River Fund**	150,000				
20	**Wildfire Mitigation**	59,911	150,000	100,000	49,197	100,000
	Subtotal Operating	**3,170,916**	**3,386,145**	**4,073,339**	**2,995,121**	**4,561,565**
	Capital					
7r	**Stagecoach Reservoir**	312,972	353,927	740,150	149,020	387,350
7f	**Stagecoach Firming**					
8	**Yamcolo Reservoir**	24,886	83,559	100,000		35,000
9	**Stillwater Ditch & Reservoir Company**	149,825	833,036	100,000	7,102	10,000
	Subtotal Capital	**487,683**	**1,270,522**	**940,150**	**156,122**	**432,350**
	expenditures	**3,658,599**	**4,656,667**	**5,013,489**	**3,151,243**	**4,993,915**
	net income (loss)	**3,017,003**	**1,711,062**	**857,032**	**3,364,318**	**2,109,987**
	Ending Fund Balance	**25,121,867**	**26,832,928**	**27,689,960**	**30,197,246**	**28,942,915**

November 5, 2026

Upper Yampa Water Conservancy District
PO Box 775529
Steamboat Springs, Colorado 80477

Dear Board of Directors,

The following represents our understanding of the services we will provide Upper Yampa Water Conservancy District.

You have requested that we audit the financial statement of the business-type activities of Upper Yampa Water Conservancy District, as of December 31, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise Upper Yampa Water Conservancy District's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis

Supplementary information other than RSI will accompany Upper Yampa Water Conservancy District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Schedule of Revenues, Expenditures and Changes in Fund Net Position – Budget and Actual

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit of financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Upper Yampa Water Conservancy District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Upper Yampa Water Conservancy District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America
b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
c. To provide us with:
    i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including the disclosures such as records, documentation, and other matters;
    ii. Additional information that we may request from management for the purpose of the audit;
    iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
e. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
f. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
h. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
i. For the accuracy and completeness of all information provided.
j. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
k. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, including the following at the end of each year:

- Propose adjusting or correcting journal entries to be reviewed and approved by Upper Yampa Water Conservancy District Management
- Prepare financial statements and related notes to those statements to be reviewed and approved by Upper Yampa Water Conservancy District Management.

We will not assume management responsibilities on behalf of Upper Yampa Water Conservancy District. However, we will provide advice and recommendations to assist management of Upper Yampa Water Conservancy District in performing its responsibilities.

Upper Yampa Water Conservancy District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise Upper Yampa Water Conservancy District with regard to tax positions taken in the preparation of the tax return, but Upper Yampa Water Conservancy District must make all decisions with regard to those matters.

Reporting

We will issue a written report, in electronic format, upon completion of our audit of Upper Yampa Water Conservancy District's basic financial statements. Our report will be addressed to the governing body of Upper Yampa Water Conservancy District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion based on mutually agreeable dates.

Kelly Watson is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Watson Coon Ryan LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We will invoice 50% of the total fee at the commencement of the audit, with the remaining balance invoiced upon delivery of the draft financial statements to management. All invoices are payable upon receipt. Please note that late payments may incur interest in accordance with our late payment policy, as outlined in the appendix to this engagement letter. We estimate that our fee for the audit will be $12,100. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Upper Yampa Water Conservancy District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Watson Coon Ryan LLC. and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Watson Coon Ryan LLC's personnel. Furthermore, upon request, we may provide copies

of selected audit documentation to specified regulator. The regulator may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

The services to be performed by Watson Coon Ryan, LLC pursuant to this engagement are subject to the terms and conditions set forth herein and in the accompanying appendix.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Watson Coon Ryan, LLC

WATSON COON RYAN, LLC

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RESPONSE:

This letter correctly sets forth our understanding.

Upper Yampa Water Conservancy District

Acknowledged and agreed on behalf of Upper Yampa Water Conservancy District by:

Name: _____

Title: _____

Date: _____

APPENDIX TO THE ENGAGMENT LETTER
This Appendix is part of the engagement letter dated November 5, 2026, between Watson Coon Ryan, LLC and Upper Yampa Water Conservancy District.

Electronic copy
An electronic or fax copy of this letter may serve in place of the original for all purposes.

Use of a Third-Party Service Provider
Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to: Right Networks our network storage provider, Citrix ShareFile our file exchange provider, Microsoft 365 our email provider and CCH Prosystems fx our income tax electronic filing provider. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Citrix ShareFile is used solely as a method of exchanging information and is not intended for the storage of the District's information. At the end of the engagement, Watson Coon Ryan, LLC will provide Upper Yampa Water Conservancy District with a copy (in an agreed-upon format) of deliverables and data related to the engagement from the Citrix ShareFile. Upon completion of the engagement, data and other content will be removed from the Citrix ShareFile.

Conflicts of Interest
The potential for conflicts of interest exists in every engagement. In the unlikely event that circumstances occur which we, in our sole discretion, believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved, or we may resign from the engagement without issuing a report. We will notify you of such conflicts as soon as practicable and will discuss with you a possible means of resolving them prior to suspending our services.

Settlement of Differences
Disputes arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Records Retention Policy
Our records retention policy requires us to return all original records and documents that you have given us to you at the conclusion of the engagement. Your records are the primary records for your

operations and comprise the backup and support for your financial reports. Our working papers, including any photocopies that we obtain from management, are our property and are not a substitute for your own records. Our working papers will be retained by us in accordance with our established record retention policy. This policy stipulates that, in general, we will retain these working papers for a minimum of seven years, or as required by law. After this period expires, the files will be destroyed. Catastrophic events may result in our firm's records being unavailable before the expiration of the above retention period.

Solicitation of Personnel
To ensure that Watson Coon Ryan, LLC's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Gramm Leach Bliley Act Privacy Disclosure Provision
We collect personal information about you and all our clients from the information you submit to us orally or on application forms, and through information we obtain over the course of your business relationship with us, our affiliates, and others. In addition, we may from time to time receive information about you from a consumer reporting agency. Personal information is information that we collect from you that is not otherwise available from public sources. The categories of personal information we collect include (i) information you submit to us, such as your name, address, social security number, names of family members, assets, and income and (ii) information about your transactions with us, our affiliates, or others, such as your account balances, investments, current and prior tax information, and credit card usage. We will not disclose any personal information about our clients or former clients to anyone, except as permitted by law. Upon your written request we will disclose information about you. In rare circumstances, we may be required by law to disclose personal information about you, such as in response to a subpoena or other court order. Within our institution, we provide access to your personal information only to those employees who need to know the information to provide you with our services. We maintain physical, electronic, and procedural safeguards to guard your personal information. We do not share your personal information with companies that perform marketing services.

Indemnification
Upper Yampa Water Conservancy District agrees to indemnify Watson Coon Ryan, LLC for any damages, including attorney fees, caused in whole or part, by Upper Yampa Water Conservancy District's failure to fulfill the management responsibilities outlined within this engagement letter.

Late Payment Policy
To ensure the smooth and uninterrupted operation of our services, we have implemented a late payment policy. By engaging our services, you agree to the following terms regarding payments:

Payment Due Dates - All invoices are due and payable upon receipt unless otherwise specified in the engagement letter or invoice. Progress billings are payable upon commencement of our work, which is defined as the date the trial balance is delivered to us. Final billings are payable upon delivery of a draft financial statement. Payments not received within sixty (60) days of the invoice date will be considered overdue.

Late Fees - For any overdue invoice, a late fee of 1.5% per month will be applied to the unpaid balance. Late fees will accrue monthly until the balance is paid in full. Partial payments will not stop the accrual of late fees on the remaining balance.

Suspension of Services - We reserve the right to suspend performance of services or withhold deliverables if accounts remain overdue for more than 120 days and until the account is brought current, including payment of any late fees.

Collection Costs-In the event that an overdue account is referred to a collections agency or attorney, the client will be responsible for all associated collection costs, including reasonable attorney fees.

BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 11/09/2026

Item: General Manager's Report on UYWCD Water Resources Management Activities: 2026 Year-End Edition

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_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

General Manager's year-end report summarizing 2026 Upper Yampa Water Conservancy District (UYWCD) activities.

II. Summary:

Presented below is a year-end summary of the water resources special projects, beyond facilities operations and maintenance, the UYWCD executed in 2026, along with the outlook for multiple efforts 2027. Many of the items included in this communication are extensions of the UYWCD Strategic Plan Objectives. This information is intended to serve as a record of progress on these important projects over the past year.

Outside Organization Updates:

- Yampa-White-Green (YWG) Basin Roundtable

YWG Roundtable meetings throughout 2026 included the following relevant presentations and actions:

- Roundtable Bylaws and Procedures: Review of Bylaws and a proposed seat/membership reduction to comply with legislated guidelines began in January, concluding with final adoption of updated Bylaws for compliance with State of Colorado law in September.
- State of Colorado Water Plan Update: Kick-off presentation in January, followed by a progress update in March.
- Roundtable Grants: Grant requests and awards were reviewed throughout the

year, with new grant and letter of support requests approved in May. The 2027 1st Cycle application deadline was September 16, 2026.
- The Colorado State Engineer update on the Compact Compliance Rulemaking Plan (January).
- Update on State of Colorado Drought Task Force activities from DNR staff (May).
- Discussion of the Proposed CWCB Near-Term Contribution Program ("Payment for Conservation") (September): https://cwcb.colorado.gov/contributionprogram
- Draft Environmental Impact Statement for Post-2026 Colorado River Operations: The Bureau of Reclamation released the Draft EIS evaluating operational alternatives for managing Colorado River reservoirs after the current interim guidelines expire. The Draft EIS was published in the Federal Register on January 16, 2026, and the 45-day public comment period closed on March 2, 2026.
- Election were held on November 11 to fill vacant and expiring seats on the Roundtable.

- Colorado Mesa University Ruth Powell Hutchins Water Center

  - In May 2026, I accepted an invitation to join the Executive Board of the Ruth Powell Hutchins Water Center at Colorado Mesa University. Shannon Wadas was hired as Executive Director of the Center in January 2026 and launched a new strategic planning effort soon thereafter.
  - The Executive Board held its first in-person planning meeting on August 31, 2026. The strategic planning discussion, facilitated by staff members from the Keystone Center, centered on high-level goals for the Center. Strategic Planning efforts continued at the next meeting of the Executive Board held on November 6, 2026.

Strategic Plan Initiatives:

- Water Supply

  - Stagecoach State Park Domestic Water Well:
    Following initial consultation with CPW Engineering staff in Fall 2025, the UYWCD retained a contractor in March 2026 for exploratory testing of potential well sites, with test wells planned for early summer 2026. A project update was presented to the UYWCD Board of Directors at the May and November 2026 meetings.
  - USFS Bear River Forest Plan:
    Following Board discussion in January 2026, the UYWCD retained Special Counsel to assist with this effort. These efforts were paused in the summer of 2026 for UYWCD project implementation activities. UYWCD discussions with the USFS will resume in December of 2026.
  - Yamcolo Firming Project (Coal Creek Diversion):
    Throughout 2026, the UYWCD and Special Counsel engaged in dialog with the

USFS on possible project authorization evaluation pathways. The USFS staff did not identify a clear path for project consideration. The UYWCD staff will continue to discuss the proposed project with higher-level USFS managers. It is unknown if the Routt National Forest will be managed by the new Colorado State USFS center or continue to be managed by the USFS office in Laramie, WY.

- Stagecoach Firming Project (Morrison Creek Diversion):
  An update on the Stagecoach Firming Project was presented to the UYWCD Board of Directors at the September 2026 meeting.

- Agricultural Partnerships and Infrastructure

  - UYWCD – CAA Partnership:
    The UYWCD provided financial support for the new CAA Landowner Liaison position with the approval of the 2026 Budget and participated in the candidate search and hiring process. Mendi Figueroa started in the position in January 2026, and the UYWCD and CAA staff began coordinating 2026 work efforts with Ms. Figueroa at that time. The UYWCD staff schedule on update from the CAA staff for inclusion in a meeting of the UYWCD BOD in early 2027.
  - UYWCD – CSU Extension Partnership:
    The CSU Agricultural Water Quality Program's Advancing Sustainable Water Management in Colorado's Mountain Agriculture study continued in 2026, following the first stakeholder meetings in December 2025. Two to three edge of field water quality monitoring sites were planned for establishment in 2026, with the study team coordinating efforts with the CAA Landowner Liaison for additive local input and communications. This project will continue in 2027.
  - UYWCD Grant Program Support for Yampa Valley Agricultural Water Users:
    The UYWCD diversion infrastructure and community grant programs continued throughout 2026 under the approved 2026 Budget authorization, with minor program edits/updates brought to the Board in January. The programs will continue with an expanded 2027 Budget ($400,000) presented for adoption by the UYWCD Board of Directors in November 2026.

Watershed Health

- Upper Yampa River Water Quality (WQ)/Algae Study

  - Model build efforts continued in 2026. The 2025 Water Quality Modelling and Monitoring Report was presented to the UYWCD Board of Directors in the spring of 2026 and is available on the UYWCD website. Water quality monitoring efforts continued as planned through the 2026 season. Initial management scenario testing is scheduled for early 2027.

- Soil Moisture Network

  - Basin-wide expansion and operation of the monitoring network continued in 2026.

The newest monitoring station was installed on Woodchuck Hill, above the campus of Colorado Mountain College in Steamboat Springs. There are now nine operational stations, and there will eventually be 30 spanning the entire Yampa River Watershed. Initial data analysis is underway.

- UYWCD coordinated with CW3E and local network partners on the next round of grant funding requests throughout the year. The CWCB and CRD approved grant funds for the next phase of station installation; final approval of an additional grant award by the Bureau of Reclamation board is anticipated in December of 2026.

- Wildfire Vulnerability Study and Mitigation Activities

  - Bear River Wildfire Ready Action Plan (WRAP) analysis is complete. The final report and associated mapping are posted on the UYWCD website: https://www.upperyampawater.gov/bear-river-wildfire-ready-action-plan
  - The Bear River WRAP analysis results were used to direct UYWCD wildfire fuels mitigation efforts in the Bear River watershed. US Fish and Wildlife Service and State of Colorado SHPO consultations were completed, the USFS authorization for these activities under a Categorical Exclusion was issued on March 6, 2026, and a USFS-UYWCD Good Neighbor Agreement was completed. A forestry contractor was selected and placed under contract for project implementation, which began in July 2026.
  - All fuels mitigation work planned along the Stillwater ditch on USFS lands is complete, with a total of 292 acres treated for fuels reduction on USFS lands. An additional 162 acres of treatment on private land in the Bear River watershed were completed in 2026.
  - Majority funding for these activities is provided by a COSWAP program grant ($991,000). All COSWAP funded mitigation efforts were completed by November 1, 2026.
  - UYWCD staff will continue fuels mitigation work on private lands in 2027 and request authorization from the USFS for the next phase of mitigation work on USFS lands in the area south of Yamcolo Reservoir.

Looking Ahead to 2027

- Adoption and implementation of the expanded UYWCD grant program budget ($400,000).
- Initial management scenario testing for the Upper Yampa River Water Quality/Algae Study (early 2027).
- Next phase of Soil Moisture Network station installation, pending final CWCB board grant approval.
- Continued fuels mitigation on private lands and a request for USFS authorization of the next phase of work south of Yamcolo Reservoir.
- Continued discussions with higher-level USFS managers on the Yamcolo Firming Project (Coal Creek Diversion).
- Continued efforts for the design and permitting of the Stagecoach Firming Project.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

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

BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 11/18/2026

Item: Yampa and Elk River Augmentation Plans Service Contracts Update

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_____ DIRECTION
__X__ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District's (UYWCD) purpose is to conserve, develop, and stabilize supplies of water for domestic, irrigation, manufacturing, and other beneficial uses and by the construction of works for such purposes. The UYWCD also plans for and assists with the development of water resources of the UYWCD for municipal, domestic, industrial, recreational, and other beneficial uses of water resources within the District among other purposes. The UYWCD's water rights include rights to Stagecoach and Yamcolo reservoir water among others.

The UYWCD is authorized to appropriate water rights and initiate and implement plans for augmentation for the benefit of water users within the UYWCD's boundaries. Water is available to provide contracts to UYWCD constituents to augment their out-of-priority depletions pursuant to the Augmentation Decrees of the District Court for Water Division No. 6, Case No. 06CW049 (Yampa River Supply) and 15CW3058 (Elk River Supply). The UYWCD's Board of Directors (BOD) has approved the marketing of such water and other UYWCD water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program.

Information about the authorities approved by the UYWCD BOD, definitions of terms used for the UYWCD Augmentation Plans, and summary contract data are included with this communication for reference.

II. Summary:

1. Authorities: The authorities approved by the UYWCD BOD under the Water Marketing Policies for the District's Augmentation Service Plans for the Yampa and Elk Rivers are as follows:

a. The General Manager is delegated the authority of the Board to implement and administer this Policy and the issuance of the augmentation contracts made pursuant to this Policy for Small Applications and Small Commercial Applications as defined in this Policy not exceeding 10 acre feet per year, and authority to approve assignments of all contracts issued for both Small and Large Applications. The General Counsel shall assist in the negotiation and drafting of the contracts.

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

2. UYWCD Augmentation Plan Definitions:

a. "Large Applications": A contract application to the UYWCD to augment uses, other than commercial or industrial uses, with a planned average daily diversion rate in excess of 112 gallons per minute (0.25 c.f.s.) or that identifies planned total annual diversions exceeding thirty (30) acre feet per year.

b. "Large Commercial Applications": A contract application to the UYWCD to augment commercial or industrial uses that either exceeds a planned average daily diversion rate of 15 gallons per minute or for which the following commercial (Equivalent Residential Unit) EQR ratings do not apply, or both:

- Office = 0.6 EQR/1,000 square feet.
- Warehouse – 0.30 EQR/1,000 square feet.
- Retail Sales = 0.60 EQR/1,000 square feet.

c. "Small Applications": A contract application to the District to augment commercial or industrial uses with planned diversions not to exceed an average daily diversion rate of 15 gallons per minute and for which the diversion and depletion criteria detailed in paragraphs 9.A through 9.E of the Augmentation Decree apply, or to augment any other uses with planned diversions not to exceed 112 gallons per minute (0.25 c.f.s.) or that identifies planned total annual diversions not exceeding thirty (30) acre feet per year and for which the diversion and depletion criteria detailed in paragraphs 9.A through 9.E of the Augmentation Decree apply.

d. "Small Commercial Applications": A contract application to the UYWCD to augment commercial or industrial uses that does not exceed a planned average daily diversion rate of 15 gallons per minute and for which the following commercial EQR ratings apply:

- Office = 0.6 EQR/1,000 square feet.
- Warehouse – 0.30 EQR/1,000 square feet.
- Retail Sales = 0.60 EQR/1,000 square feet.

e. Uses:

i. "Commercial Use": Water for motels, hotels, restaurants, office buildings, shops stores and other commercial facilities, military and nonmilitary institutions, and water for off-stream fish hatcheries.

ii. "Domestic Use": The use of water by individuals, cities, towns, public or quasi-public districts, private corporations, homeowners' associations, or other entities used for all such indoor household purposes as drinking, food preparation, bathing, washing clothes and dishes, flushing toilets, and such outdoor purposes as watering lawns and gardens, excepting only the commercial, industrial and irrigation uses of water defined.

iii. "Industrial Use": Water used for fabrication, processing, washing, and cooling, and includes such industries as chemical and allied products, food, mining, paper and allied products, petroleum refining, and steel, including cooling system, cooling-system type, mining water use, public-supply deliveries, public-supply water use, self-supplied water use, and thermoelectric-power water use.

iv. "Irrigation Use": Water that is applied by an irrigation system to assist in the growing of crops and pastures or to maintain vegetative growth in recreational lands such as parks and golf courses including water that is applied for pre-irrigation, frost protection, chemical application, weed control, field preparation, crop cooling, harvesting, dust suppression, the leaching of salts from the root zone, and water lost in conveyance.

v. "Livestock Use": Water used to water domesticated livestock such as cattle or horses, such use shall require 11 gallons of water per day per head and is considered 100% consumptive.

vi. "Recreation Use": The use of water to replace the evaporative loss from ponds, reservoirs, stream channels, spas, pools and similar water feature

III. Staff Recommendation:
NA

IV. Legal Issues:
NA

V. Consistency with Board Goals and Policies:
UYWCD SP Goal 4.2

Attachments:
Attachment 1: Yampa and Elk River Augmentation Plans Contract Summary

Yampa River Augmentation Plan

Contract ID	Contractor	Reservoir Source	Yampa River Service Area	Contract Volume (AF)	Application Type	Second Dwelling?	Augmented Use
A1-001	Bridget Hiles	Stagecoach	A-1	1.20	Small	Y	Domestic, irrigation
A1-002	Steve & Monica Alm	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-003	Susan & Bradley Smith	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-004	Youngs Creek Lot 5 LLC	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-005	David Kulberg	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-006	Carrie Easton	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-007	John & Susan Knill	Stagecoach	A-1	1.00	Small	Y	Domestic, irrigation
A1-008	Mark & Lindsay Stepp	Stagecoach	A-1	1.00	Small	Y	Domestic, Irrigation, Recreation (pond)
A1-009	Tad & Jennifer Hayashi & Janice Rigmaiden	Stagecoach	A-1	1.00	Small	Y	Domestic, Irrigation, Recreation (hot tub)
A1-010	Routt County, Colorado	Stagecoach	A-1	8.00	Small	N	Domestic, Irrigation
A1-011	Matthew Ingram & Karena O'Rourke	Stagecoach	A-1	1.00	Small	Y	Domestic, Irrigation
A1-012	Thomas & Theresa Lichtenfels	Stagecoach	A-1	1.00	Small	Y	Domestic, Irrigation
A1-014	Magdalena Popesco & Chris Gross	Stagecoach	A-1	1.00	Small	Y	Domestic & Irrigation
	0						
A2-001	Gayle Dudley	Stagecoach	A-2	2.16	Small		Recreation (pond)
A2-002	Walton Creek, LLC	Stagecoach	A-2	1.20	Small	N	Domestic, Irrigation, Recreation (pond)
A2-003	Amethyst Ranch, LLC No. 1	Stagecoach	A-2	0.40	Small Commercial		Commercial
A2-004	Elizabeth Rostermundt	Stagecoach	A-2	0.60	Small		Domestic, Irrigation, Livestock
A2-005	Amethyst Ranch, LLC No. 2	Stagecoach	A-2	0.80	Small Commercial		Commercial, Domestic, Irrigation
A2-006	Yampa Realty Holdings, LLC	Stagecoach	A-2	17.30	Small		Domestic, Irrigation, Recreation (pond)
A2-007	NRT Property Holdings, LLC	Stagecoach	A-2	1.70	Small Commercial		Commercial, Irrigation, Livestock, Fire Suppression
A2-008	STARS	Stagecoach	A-2	1.20	Small Commercial		Irrigation, Livestock, Commercial, Recreation (well pond)
A2-011	Robert Broadnax	Stagecoach	A-2	3.00	Small		Domestic, Recreation(pond), Livestock
A2-012	Paul & Susan Hubbell	Stagecoach	A-2	0.10	Small	Y	Domestic, Irrigation
A2-013	Douglas Snyder Trust	Stagecoach	A-2	3.60	Small		Recreation(pond), Livestock
A2-014	City of Steamboat Springs (Lufkin Well)	Stagecoach	A-2	0.20	Small Commercial		Commercial
A2-015	Cory & Lauren Gerken	Stagecoach	A-2	2.20	Small		Domestic, irrigation, Recreation(pool)
A2-016	Michael Dealy	Stagecoach	A-2	1.60	Small Commercial	Y	Commercial, Domestic, Irrigation, Livestock
A2-017	CG 17 LLC	Stagecoach	A-2	0.20	Small		Domestic, Irrigation, Livestock
A2-018	William (Bill) Gay	Stagecoach	A-2	2.80	Small		Recreation (3 ponds) & Livestock
A2-019	Perry Lynn LLC	Stagecoach	A-2	0.90	Small Commercial	Y	Commercial, Domestic, Irrigation, Recreation
A2-020	Page Family Ranch LLC	Stagecoach	A-2	0.70	Small	N	Domestic, Irrigation, Recreation (hot tub), Livestock
A2-021	Mark James Hermacinski and Cari Hermacinski Joint Living Trust	Stagecoach	A-2	2.10	Small	N	Irrigation
A2-022	Marietta and Robert Luellen	Stagecoach	A-2	0.40	Small	N	Domestic, Irrigation, Recreational
	0						

A3-001	Stone Yard LLC	Stagecoach	A-3	2.60	Small		Irrigation, Recreation (pond)
A3-009	KTH Enterprises (Sleepy Bear MHP)	Stagecoach	A-3	3.03	Small		Domestic
A3-010	YVHA Whitehaven Enterprise, LLC	Stagecoach	A-3	0.50	Small		Domestic
A3-012	Jenny Schmidt & Aaron Solomon	Stagecoach	A-3	0.10	Small	Y	Domestic, Irrigation
A3-013	Robert & Sandra Helt	Stagecoach	A-3	0.10	Small	N	Recreational, Livestock
A3-014	Kyle Gamba	Stagecoach	A-3	0.80	Small	N	Domestic
	0						
A4-001	Flanders Ranch, LLC	Stagecoach	A-4	2.00	Small	Y	Domestic, Irrigation, Livestock
A4-002	James D Parscal	Stagecoach	A-4	4.0	Small	Y	Domestic, Irrigation, Recreation, Livestock
	0						

Total Volume Stagecoach = 76.490 AF

Elk River Augmentation Plan

Contract ID	Contractor	Reservoir Source	Elk River Service Area	Contract Volume (AF)	Application Type	Second Dwelling?	Augmented Use
E-A1-001	CCJG Ranch LLC	Steamboat Lake	A-1	2.2	Small	N	Recreation (pond)
E-A1-002	John Klein	Steamboat Lake	A-1	0.1	Small	N	Domestic, Irrigation
E-A1-003	Home Ranch LLC	Steamboat Lake	A-1	9.9	Small	Y	Domestic, Irrigation, Recreation(pond & pool), Livestock, Other
E-A1-004	Michael & Nikki Rusconi	Steamboat Lake	A-1	1.6	Small	Y	Domestic, Irrigation, Recreation(pond), Livestock
E-A1-005	3C Ranch, LLC - Initial Pond Fill	Steamboat Lake	A-1	0.5	Small	Y	Other - initial pond fill
E-A1-006	3C Ranch, LLC	Steamboat Lake	A-1	1.4	Small	Y	Irrigation, Recreation(pond), livestock
E-A1-007	Paul Hoffmann	Steamboat Lake	A-1	0.7	Small	N	Additional (evaporation)
E-A1-008	Entelco Corporation	Steamboat Lake	A-1	1.4	Small	Y	Additional (irrigation, domestic, commercial)
E-A1-009	Giant Sky Ranch Owners Association	Steamboat Lake	A-1	4.8	Small	N	Domestic, Irrigation
E-A1-010	STB 2012 GST Exempt Trust & XTY GST Exempt Trust	Steamboat Lake	A-1	9.6	Small	NA	Recreation (ponds)
PENDING	Madison Bond	Steamboat Lake	A-1		Small	NA	Recreation (ponds), Livestock
	0						

Total Volume STMBT Lake = 32.200 AF

Yampa River Augmentation Plan - Summary Table

Service Area	Total Amount Contracted (af)	Total Available per Decree (af)		Total Available per Decree (af)	Total Diversions per Decree (cfs)
A-1	20.20	920	2.2%	920	12.8
A-2	43.16	800	5.4%	800	11.1
A-3	7.13	120	5.9%	120	1.7
A-4	6.00	160	3.8%	160	2.4

Elk River Augmentation Plan - Summary Table

Service Area	Total Amount Contracted (af)	Total Available per Decree (af)		Total Available per Decree (af)	Total Diversions per Decree (cfs)
A-1	32.2	360	8.94%	360	1.4
A-2	0	50	0.00%	50	

BOARD COMMUNICATION FORM

From: Andy Rossi, General Manager

Date: 11/18/2026

Item: Srednicki Daughters' Common Trust and Graystone Canyon Estate LLC – New Water Supply Contract

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_X_ DIRECTION
___ INFORMATION
_X_ MOTION
___ RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District (UYWCD) is authorized and directed to provide for the beneficial use of water available for use from the UYWCD's storage capacity in Stagecoach Reservoir. The UYWCD's Board of Directors (Board) has approved the marketing of such water and other UYWCD water supplies as may be used to complement the use of such Reservoirs' water supplies through a contracting program described in the Stagecoach Reservoir Marketing Policy approved January 18, 2023.

II. Summary:

Co-Applicants Srednicki Daughters' Common Trust and Graystone Canyon Estate LLC came to Upper Yampa Water Conservancy District to request a 3 AF water supply contract to include as a water source to their own adjudicated augmentation plan (25CW3008) which UYWCD stipulated from earlier this year. Section 8.3.6 of the augmentation decree states the following for use of the UYWCD water rights:

> *In addition or as an alternative to releases from the Canyon/Lot 12 Augmentation Pond to provide augmentation water to senior calling rights on the Yampa River, Applicants will seek to contract with the Upper Yampa Water Conservancy District for releases of up to 3.0 acre feet of water per year from Stagecoach Reservoir. This amount is sufficient to fully replace all evaporative depletions from the Srednicki Ponds, Stevens Pond System, and Canyon/Lot 12 Augmentation Pond in the event of a senior call for up to 123 days, from July through October, which is the longest call period anticipated to occur on the Yampa River. Transit loss from Stagecoach Reservoir to the confluence with*

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Walton Creek on the Yampa River is estimated at 2.72%, and will be included in any augmentation releases from Stagecoach Reservoir. If Applicants do not obtain such a contract, then evaporative depletions will be augmented solely with releases from the Canyon/Lot 12 Augmentation Pond.

III. Staff Recommendation:

Approve draft water supply contract included as an attachment to this board communication form.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

UYWCD Perpetual Work – Market Water

Attachments:

1. Stevens-Srednicki Application and Map Showing Property and Pond Locations
2. Draft Water Supply Contract
3. Map showing property location and augmentation boundary

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Upper Yampa Water Conservancy District

STAGECOACH RESERVOIR WATER SUPPLY CONTRACT APPLICATION

Applicant Information

Full Name (Business or Individual): Steamboat Powder LLC -and- Srednicki Daugh Date: 11/05/2026

Address: 33700 Rushing Water Lane -and- 33575 *Street Address* | Steamboat Springs, CO 80487 *City, State, Zip Code*

35 Fifth Street Unit 310 *Mailing Address* | Steamboat Springs, CO 80487 *City, State, Zip Code*

Phone: 650.686.7139 Email: mark@scubedcap.com; richsrednicki@

Amount of water you are applying for (in acre feet): 3.0 Length of contract term (# of years): 40

Diversion and Water Use Information

Provide the name, location*, and WDID of your current diversion structure:

Canyon/Lot 12 Augmentation Pond (WDID pending; Case No. 25CW3008)
G Phillips Ditch Storm Mountain Enlargement (WDID 5800655)
G Phillips Ditch Stevens Pond Diversion (WDID 5803102)

*SEE FIGURES 1 AND 2 FOR LOCATION

Describe the specific use of the water supply for which you are applying:

Augmentation for Case No. 25CW3008. Includes pond evaporation and all non-consumptive beneficial uses associated with the Stevens Pond System, Srednicki Upper and Lower Ponds, and Canyon/Lot 12 Augmentation Pond out-of-priority depletions.

Contact Information

List the contact(s) authorized to call for your water supply contract:

Full Name: TJ Thrasher Relationship: SMR Manager

Email: tthrashsmr@gmail.com Phone: 970.846.8821

Full Name: Eric Mangeot Relationship: Engineer

Email: eric.mangeot@spherosenv.com Phone: 970.945.6777

Signature

Signature: _____ Date: 11/05/2026

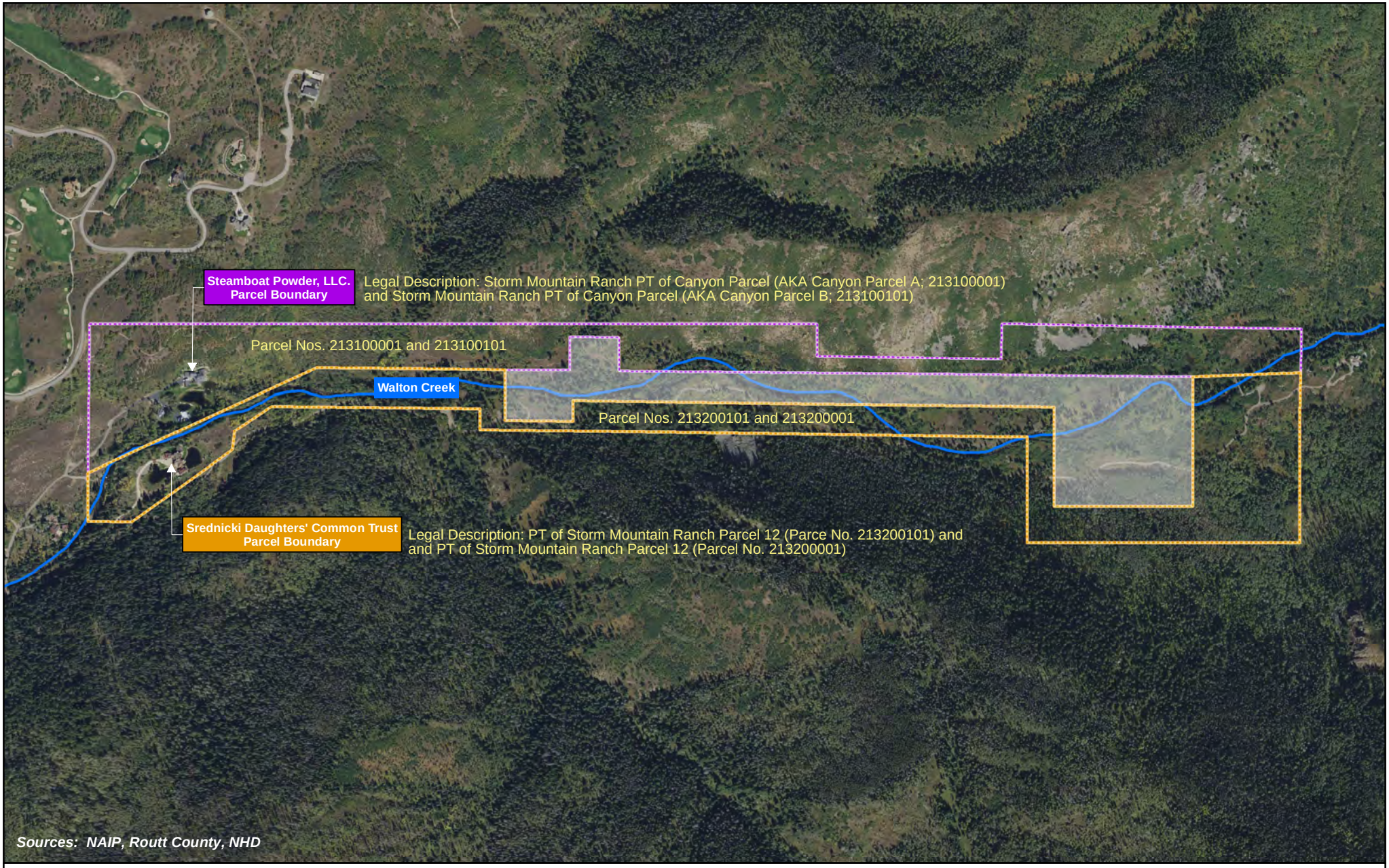


Figure 1
Storm Mountain Ranch Map
Case No. 25CW3008

Miles
0 0.25 0.5

Date: 2025-08-15
File: 685-1.8
Drawn: ASH
Approved: EFM



Figure 2
Water Rights Map
Case No. 25CW3008

Miles

0 0.05 0.1

Date: 2025-08-15
File: 685-1.8
Drawn: ASH
Approved: EFM

WATER SUPPLY CONTRACT
(~~Irrigation~~ Augmentation Only)

THIS WATER SUPPLY CONTRACT ("Contract") is entered into by and between _
Graystone Canyon Estate LLC (f/k/a Steamboat Powder, LLC)
and **Srednicki Daughters' Common Trust**
_____
_____("Contractor"), and UPPER YAMPA WATER CONSERVANCY DISTRICT, a Colorado water conservancy district ("Upper Yampa"), individually each a "Party" and collectively referred to herein as the "Parties," effective as of the Effective Date set forth below.

RECITALS

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

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

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

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

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

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

(iii) 4,000 acre-feet "General Supply Pool" – The General Supply Pool consists of water formerly under contract to Tri-State and deliverable out of Yamcolo

Reservoir pursuant to an exchange agreement which expired and was not renewed; the General Supply Pool water is not subject to any exchange obligation or right or limitations on storage and use other than the Upper Yampa Fill Priority;

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

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

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

E. Upper Yampa and the Contractor desire to enter into this Contract for Upper Yampa to store and release unto Contractor _3.0___ acre-feet of water stored in Stagecoach Reservoir from the _____ _General Supply_____Pool for beneficial uses by the Contractor on an annual basis during the Term of this Contract (the "Contracted Water").

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

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

USE OF WATER RIGHTS

1. Contract Price and Payment Procedure.

1.1 The purchase price for the Contracted Water from the Reservoir storage water allocated to the Contractor for Water Year 2026___ under this Contract (the "First Water Year") shall be $ _____56.32___(the "Base Price") for each acre-foot of such Contracted Water stored in the Reservoir and available for release to the Contractor in such First Water Year.

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

1.3 The annual payments for the Contracted Water shall be made by Contractor to Upper Yampa on or before October 31st of each year during the term of this Contract, beginning October 31, 2027—__. Any annual payment not made within thirty (30) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. Payments due are based on the amount of Contracted Water and shall be made regardless of the amount of water delivered to Contractor and there shall be no abatement or setoff against any such payment, nor shall Contractor be permitted to withhold any payment required for any reason whatsoever, except only in the event the full Contracted Water has not been stored in the Reservoir by July 15 as described in Section 2.5 below.

2. Storage and Delivery of Contracted Water.

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

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

2.3 Except in times of emergency, Contractor shall give at least forty-eight (48) hours' advance written notice to Upper Yampa specifying the time and quantity of the Contracted Water requested to be released out of the Reservoir. The point of delivery of the Contracted Water shall be the discharge of the outlet works of the Reservoir. Responsibility for transportation and delivery of such Contracted Water after the point of delivery, and for all transit and transportation and carriage losses sustained in such delivery, shall be borne solely by Contractor. Upper Yampa shall maintain records of all releases of water from storage in the Reservoir and shall maintain records of water levels in the Reservoir measured not less frequently than once per week. Contractor shall be entitled to inspect such records and copies shall be furnished to Contractor upon written request.

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

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

2.6 The Contracted Water shall only be beneficially used by Contractor for ~~irrigation~~ augmentation purposes ~~and on or within the property and/or facilities~~as described in ~~**Exhibit A** attached hereto~~their augmentation decree (25CW3008). No change in the location or purpose of use of the Contracted Water as described in this Section 2.6 ~~or in **Exhibit A**~~ is permitted except as approved by Upper Yampa in writing in its sole discretion.

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2.7 The Parties acknowledge that the turbine capacity to release stored water through the outlet works of Stagecoach Reservoir is 105 cfs, and that Upper Yampa may diminish the instantaneous rate of release of the Contracted Water after a request from

Contractor, proportionally with diminishment of rates of releases of stored water to other contractees without discrimination, to the extent that, in conjunction with other adjusted required release rates by Upper Yampa for such other contractees, the maximum safe release rate of stored water and required bypasses through the outlet works is not exceeded.

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

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

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

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

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

3.5 **Assignment**. This Contract shall not be assigned or otherwise transferred by Contractor without the prior written consent of Upper Yampa, such consent to be given, withheld, or conditioned by Upper Yampa in its sole discretion.~~; provided that Upper Yampa~~

~~shall not unreasonably withhold, condition or delay its consent to an assignment of this Contract by Contractor in connection with the sale of the entire property and/or facilities described in **Exhibit A** and for irrigation purposes.~~ Nothing in this Section 3.5 shall prohibit Upper Yampa from conditioning approval of any assignment on the agreement in writing of assignee to changes in provisions of this Contract as will bring this Contract into full compliance with Upper Yampa's then-current pricing and contracting policies duration, limitations, and principles. All assignments and transfers not in compliance with the foregoing shall be void and of no effect.

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

3.7 **Accounting of Use**. Contractor shall maintain an accounting of its use of all water used or supplied by Contractor on form(s) acceptable to Upper Yampa specifically to enable Upper Yampa to prove the use of the Water Rights and to administer and operate the Reservoir and water right decrees and/or administrative approvals related to Contractor's use of Contracted Water. Contractor shall submit its accounting forms and records to Upper Yampa promptly upon request and shall assist Upper Yampa as it may reasonably request in presenting and/or verifying such evidence of use in court or before administrative agencies by testimony of Contractor or its authorized and informed officers or agents.

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

4. Term.

4.1 **Term**. Except in the event of an early termination as provided in Section 5 below, the term of this Contract shall commence effective _November 18~~_____~~_, 2026~~____~~ (the "Effective Date") and shall end on ~~_____~~, _February 28, 2042~~1____~~ (the "Term").

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

applicable to all new contracts for the same type of water use thereafter, including any new contract with Contractor and any other contract entered into by Upper Yampa on or after the date of this Contract.

5. Contract Termination.

5.1 **Termination by Upper Yampa**.

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

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

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

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

5.2 **Termination by Contractor**.

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

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

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

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

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

8. Miscellaneous Provisions.

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

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

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

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

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

8.6 Any notice required or permitted to be given by a party under or in connection with this Contract shall be in writing and shall be deemed duly given when

personally delivered or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) expedited courier service, or (iii) email with confirmation of receipt, to the following addresses:

If to Contractor: _____
_____
_____
_____
Email: _____

With a copy to: _____
_____
_____
_____
Email: _____

If to Upper Yampa: Upper Yampa Water Conservancy District
Attention: General Manager
PO Box 775529
Steamboat Springs, Colorado 80477-5529
Email: UYWCD@upperyampawater.com

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

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

10. Enforcement of this Contract; Remedies on Default.

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

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

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

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

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

CONTRACTOR:

_____
Signature

_____
Name

_____
Title

UPPER YAMPA WATER CONSERVANCY DISTRICT:

BY: _____

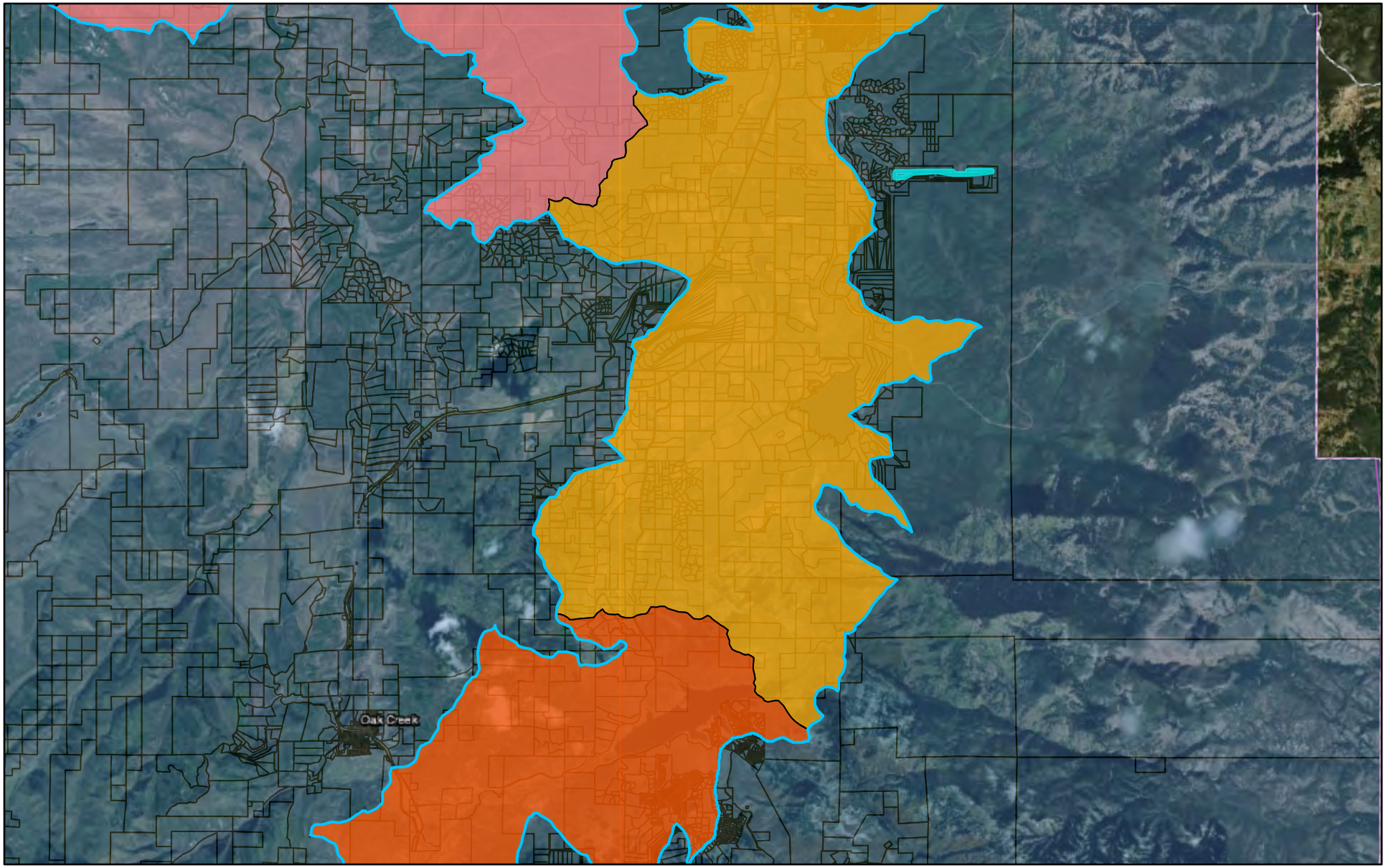
_____, President

DATE: _____

ATTEST: _____

_____, General Manager and Secretary

Umbrella Augmentation Map - Stevens-Srednicki Properties



11/9/2026

- World_Boundaries_and_Places
- 2011_UYWCD_bnd shapefile
- UYWCD_Yampa_Aug Areas - Area_A
- UYWCD_Yampa_Aug Areas - Area_A1
- UYWCD_Yampa_Aug Areas - Area_A2
- UYWCD_Yampa_Aug Areas - Area_A3
- UYWCD_Yampa_Aug Areas - Area_A4
- Routt_County_Parcels_2025
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations
- 38m Resolution Metadata

1:192,621

0 1.25 2.5 5 mi

0 2 4 8 km

Esri, HERE, Garmin, Earthstar Geographics

2027

January

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

1/20/2027 UYWCD BOD and CO River Dist

February

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

March

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

April

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

May

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

June

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

July

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

7/21/2027 UYWCD BOD and CO River Dist

August

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

September

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

October

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

10/20/2027 UYWCD BOD and CO River Dist

November

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

December

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

UYWCD BOD Meetings
UYWCD Potential Executive Committe Meetings
Holidays

MWWD - 3rd Friday every other month
YWGBRT - 2nd Wednesday every other month (start January)
MCWSD - 3rd Thursday every month
CWC Conference , August NOT PUBLISHED
Colorado River District (CRD) - 3rd Tues & Wed 1/4ly

BOARD COMMUNICATION FORM

From: Karina Craig, Finance Manager.
Andy Rossi, General Manager.

Date: November 18, 2026.

Item: 2027 Upper Yampa Water Conservancy District Budget.

_____ DIRECTION
_____ INFORMATION
__X__ MOTION
__X__ RESOLUTION

I. Issue and Background Information:

As a local government levying property tax in the State of Colorado, the Upper Yampa Water Conservancy District (UYWCD) must comply with Colorado Revised Statutes (C.R.S.) that govern annual budget content, format, submittal to its governing body, publication, adoption and filing with the Colorado Department of Local Affairs (DOLA). Salient statutory deadlines in the annual budget calendar are:

- **COMPLETE**: October 15, submittal of proposed budget to the governing body, C.R.S. 29-1-105.
- **COMPLETE**: October 15, publication of "Notice of Budget", C.R.S. 29-1-106(1).
- December 15, budget adoption and certification of mill levy to county commissioners, C.R.S. 29-1-108(2) and (3), C.R.S. 39-5-128(1).
- January 31 of the new budget fiscal year, filing of the adopted budget with DOLA, C.R.S. 29-1-113(1).

UYWCD staff prepared the first DRAFT 2027 budget for Board of Directors' (BOD) review and discussion at the September 16, 2026 and October 21, 2026 Board Meetings. An updated DRAFT 2027 budget, including additional detail information/data, is attached to this communication for review and approval by the UYWCD BOD.

II. Summary and Alternatives:

A. Tax Revenue Estimates and Valuation Timelines Update

As part of the budgeting process, the UYWCD develops tax revenue estimates as a multi-step process that extends beyond a single year. The process of Valuation and Taxation of Real

Property follows a two-year cycle. Per statute, Real Property is revalued every odd-numbered year.

Real Property market value changes experienced in recent years were captured by 2023 and 2024 Certified Valuations (2024 and 2025 budget revenues). As a general reassessment year, 2025 valuations frame the context for the 2026-2027 revenue cycle.

Tax relief legislation passed in 2024—SB24-233 and HB24B-1001—remains in effect and established adjusted property *assessment rates* for residential and commercial properties. These adjusted rates first applied to the 2024 property tax year, with the resulting relief first reflected in tax bills collected in 2025.

HB24B-1001 introduced additional limits for property tax revenue *growth,* which took effect beginning with Property Tax Year (PTY) 2025 (revenue collected in 2026) and continue with PTY 2026 (revenue collected in 2027). The law imposes a 10.50% *biennial cap* on property tax revenue growth, excluding certain segments of assessed property, such as new construction. The impact of HB24B-1001 on UYWCD 2027 property tax revenues will be reviewed in the coming months. Revenue estimates will be further adjusted with Final Certified Valuations in preparation for the December 2026 Mill Levy Certification. The estimated 2027 property tax revenues are included in section B.2 of this communication and included in the DRAFT 2027 UYWCD Budget.

B. Budget components **UNCHANGED** from previously presented DRAFT 2025 UYWCD Budget

B.1. Budget Format

- Continued recognition of Revenues and Expenditures by facility.
- Inclusion of Stagecoach Firming Project Line Item.
- Property Tax Revenue dollars funding each facility shown in the Revenues section.

B.2. Reserve Funds and Revenues

- Reserve Funds adjusted using the most recent available 12-month period Denver-Aurora-Lakewood All Items CPI Index; Half 1 2025 to 2026 Index = 3.63%.
- Preliminary Power Sales revenues estimated with the 10-year kilowatt-hour generation running average and the most recent available Combined Annual Average Energy Purchase Price (CAPP, 0.0521 $/kWh).
- Preliminary Water Storage and Ditch Share Fee Revenues adjusted based on established contract terms with the most recent available index: Denver-Aurora-Lakewood All Items Semiannual CPI Index. Semiannual Half 1 2025 to Half 1 2026 Index and adjusted per contract terms when appropriate = 3.63% and 3.13%.

- Contracted water storage volumes adjusted, resulting from any terminated or newly executed 2026 contracts.
- Preliminary 2027 Property Tax Revenues estimated per August 2026 preliminary assessed values. Preliminary valuation of all property categories in aggregate (including new construction) is 5.19% greater than Final Certified 2025 Valuations.

B.3. Expenditures

- Preliminary Operating Expenses based on UYWCD staff input.
- Water Resources Planning items including:
    - USGS Yampa River Basin SnowModel Operation
    - Hazardous Fuels Reduction Planning and Permitting for Bear River Watershed
    - Upper Yampa River Basin Water Quality Modeling
    - WRF-Hydro Forecasting and StateMod/GoldSim Integrated Operations
- Preliminary adjustments to Grant Funding and Sponsorships for consideration.
- Decreased anticipated Legal Expenses.
- Adjusted expenditures for Capital Improvements for continued upkeep of UYWCD facilities.
    - Stagecoach
        - Wetlands mitigation project monitoring (impacts from Stagecoach Raise)
        - Operations Technology Management
        - Spillway Concrete Maintenance
        - State Park Water Supply Well
    - Stagecoach Firming
        - Design & Permitting
    - Yamcolo
        - Erosion Control
    - Yamcolo Firming
        - Permitting
    - Stillwater Ditch
        - Next phase of critical section upgrades
- UYWCD staff salaries adjusted by CPI
- UYWCD staff health insurance benefit costs with 2027 provider rates.

C. Budget components **MODIFIED** from the DRAFT 2027 UYWCD Budget previously presented in October 2026

The following recommendations from the October 21st meeting, staff salary recommendations, and other staff adjustments to the budget components are included in the Final Proposed 2027 UYWCD Budget:

- Updated Interest Revenues based on most recent actual earnings.
- Adjusted Water Sales revenues with preliminary Stagecoach municipal water storage pricing, per contract terms.
- Proposed UYWCD staff annual compensation adjusted by 4.03% CPI and proposed compensation after staff performance reviews.
- Adjusted liability insurance expense, based on actual known costs.
- Adjusted safety training expense.
- Adjusted Stagecoach Water Quality expenses, maintaining 2026 budget levels.
- Facilities operation and capital expenditure cost modifications following UYWCD staff continued review of projects, resources, and budgeted activities.

D. Minor adjustments to the proposed 2027 Budget that are expected before the adopted budget is filed with DOLA by January 31, 2026

- Adjustments to Water Sales volumes incorporating additional augmentation contracts executed before January 1, 2027.
- Adjustments after publication of 2026 CPI indices, applicable to estimates of Stagecoach and Yamcolo Water Sales revenues, Stillwater Ditch Share fees and UYWCD Office Space Rent expenses.
- Adjustments to Tax Revenues and Treasurer Fee Expenses following Routt and Moffat Final Certifications of Values by December 15, 2026.

The Proposed 2027 Budget, updated from the draft presented in October, is presented to the BOD in compliance with statutory requirements and DOLA best practice recommendations, to be considered for adoption in support of 2027 fiscal year UYWCD activities.

III. Staff Recommendation:

Adopt the proposed 2027 UYWCD Budget with the following three (3) resolutions:

1. Resolution to Appropriate Sums of Money
2. Resolution to Set Mill Levies
3. Resolution to Adopt Budget and Salary Range Schedule

IV. Legal Issues:

Compliance with Budget statutory requirements per Colorado Revised Statutes (C.R.S. 29-1-105, C.R.S. 29-1-106 (1), C.R.S. 29-1-108 (2) and (3), C.R.S. 39-5-128(1) and C.R.S. 29-1-113(1).

V. Consistency with Board Goals and Policies:

UPPER YAMPA WATER
CONSERVANCY DISTRICT

UYWCD By-Laws and Strategic Plan Objective 3.

Attachments:

Proposed 2027 UYWCD Budget

Resolution 2026 – 3, to Appropriate Sums of Money.

Resolution 2026 – 4, to Set Mill Levies.

Resolution 2026 – 5, to Adopt Budget and Salary Range Schedule.

DRAFT

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2027 BUDGET

November 18, 2026, modified accrual basis

		2025 ACTUALS Audited	2026 BUDGET Approved Nov 19, 2025	2026 PROJECTIONS Preliminary Nov 18, 2026	2027 BUDGET Proposed Nov 18, 2026	*STAGECOACH*	*STAGECOACH FIRMING*	*YAMCOLO*	*STILLWATER DITCH*	ELK RIVER AUGMENTATION PLAN	*GENERAL FUND*	*OPERATING*	*CAPITAL*
	Fund Opening Balance including Encumbered Funds	**25,121,867**	**26,832,928**	**26,832,928**	**27,689,960**	**6,659,960**		**623,225**	**87,377**		**20,319,397**		
	Restricted Funds	**589,327**	**570,139**	**570,139**	**618,604**	**419,734**					**198,870**		
	Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734	419,734							
	Tabor Reserve	169,593	150,405	150,405	198,870						198,870		
	Committed Funds	**24,532,540**	**26,262,789**	**26,262,789**	**27,071,356**	**6,240,226**		**623,225**	**87,377**		**20,120,527**		
	Emergency Facilities Reserve	5,609,816	5,743,890	5,743,890	5,952,393	5,546,867		366,684	38,842				
	Capital Maintenance Reserve	940,973	963,462	963,462	998,436	693,359		256,541	48,535				
	Capital Projects Development Fund	17,981,751	19,555,437	19,555,437	20,120,527						20,120,527		
	Revenues												
	Facilities												
	Stagecoach Reservoir												
1	**Power Sales**	73,368	127,000	17,471	113,000	113,000						113,000	
2	**Water Sales**	524,957	247,362	487,417	259,174	259,174						259,174	
	Stagecoach Firming												
	Yamcolo Reservoir												
2	**Water Sales**	205,851	202,004	166,901	208,883			208,883				208,883	
3	**Stillwater Ditch & Reservoir Company**	14,056	10,288	10,288	10,620				10,620			10,620	
2	**Elk River Augmentation Water Sales**	3,133	2,594	5,686	3,069					3,069		3,069	
4	**Property taxes**	4,216,651	4,370,042	4,572,715	4,596,750	2,277,589	300,000	443,603	1,281,731	5,520	288,308	3,204,459	1,392,291
5	**Interest earned**	1,139,064	908,400	1,056,824	989,347						989,347	989,347	
6	**Other income**	2,764	2,830	68,341	2,933						2,933	2,933	
	Pass through income	187,885		718,258									
	Subtotal Operating	**824,129**	**592,078**	**756,104**	**597,679**	**372,174**		**208,883**	**10,620**	**3,069**	**2,933**	**597,679**	
	Total revenues	**6,367,728**	**5,870,520**	**7,103,901**	**6,183,777**	**2,649,763**	**300,000**	**652,487**	**1,292,351**	**8,589**	**1,280,588**	**4,791,486**	**1,392,291**
	Expenditures												
	Operating												
	Facilities												
7r	**Stagecoach Reservoir**	653,621	875,598	846,193	920,399	920,399						920,399	
7f	**Stagecoach Firming**		100,000	25,000	300,000		300,000					300,000	
8	**Yamcolo Reservoir**	171,064	214,982	206,289	225,464			225,464				225,464	
9	**Stillwater Ditch & Reservoir Company**	77,915	105,971	100,457	104,472				104,472			104,472	
9E	**Elk River Augmentation Plan**	2,483	3,722	2,719	3,950					3,950		3,950	
10	**Administration**	350,445	406,029	397,251	429,625	163,129		47,259	12,889	687	205,662	429,625	
11	**Board of Directors**	84,236	139,904	106,753	144,014	54,682		15,841	4,320	230	68,939	144,014	
12	**External Affairs**	152,625	251,560	233,947	275,598	104,645		30,316	8,268	441	131,929	275,598	
13	**Finance**	150,056	179,903	179,676	192,496	73,091		21,175	5,775	308	92,148	192,496	
14	**Legal**	158,590	215,269	215,212	187,696	71,268		20,647	5,631	300	89,850	187,696	
15	**Planning**	702,423	644,997	644,941	649,401	246,577		71,434	19,482	1,039	310,868	649,401	
16	**Grants, Scholarships & Public Information**	420,808	704,302	642,265	1,020,469	387,472		112,252	30,614	1,633	488,499	1,020,469	
17	**Treasurer fees**	123,995	131,101	142,603	137,903						137,903	137,903	
18	**Pass through expenses**	187,885		718,258									
20	**Wildfire Mitigation**	150,000	100,000	100,000	200,000						200,000	200,000	
	Subtotal Operating	**3,386,145**	**4,073,339**	**4,561,565**	**4,791,486**	**2,021,263**	**300,000**	**544,387**	**191,451**	**8,589**	**1,725,797**	**4,791,486**	
	Capital												
7r	**Stagecoach Reservoir**	353,927	740,150	387,350	628,500	628,500							628,500
7f	**Stagecoach Firming**												
8	**Yamcolo Reservoir**	83,559	100,000	35,000	108,100			108,100					108,100
9	**Stillwater Ditch & Reservoir Company**	833,036	100,000	10,000	1,100,900				1,100,900				1,100,900
	Subtotal Capital	**1,270,522**	**940,150**	**432,350**	**1,837,500**	**628,500**		**108,100**	**1,100,900**				**1,837,500**
	expenditures	**4,656,667**	**5,013,489**	**4,993,915**	**6,628,986**	**2,649,763**	**300,000**	**652,487**	**1,292,351**	**8,589**	**1,725,797**	**4,791,486**	**1,837,500**
	net income (loss)	**1,711,062**	**857,032**	**2,109,987**	**(445,209)**						**(445,209)**		**(445,209)**
	Ending Fund Balance	**26,832,928**	**27,689,960**	**28,942,915**	**27,244,751**	**6,659,960**		**623,225**	**87,377**		**19,874,188**		

Jim Haskins, President

Andy Rossi, Secretary

2,525,686,943			
1.820	*1.269*	*0.551*	
4,596,750	3,204,459	1,392,291	
	70%	*30%*	

REVENUES

ACCOUNT	SUBACCOUNT #	SUB-SUBACCOUNT	SUB-SUB-SUBACCOUNT	2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Aproved November 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
STAGECOACH RESERVOIR				**409,521**	**598,325**	**374,362**	**266,158**	**370,271**	**372,174**
	POWER SALES			170,000	73,368	127,000	15,192	113,000	113,000
	WATER SALES			239,521	524,957	247,362	250,966	257,271	259,174
		MUNICIPAL		150,682	150,682	156,666	156,666	161,718	163,620
		INDUSTRIAL		57,030	64,634	58,391	66,488	60,510	60,510
		ERC		5,501	280,551	5,632		5,836	5,836
		AGRICULTURE AND IRRIGATION		1,040	1,078	1,065		1,103	1,103
		AUGMENTATION CONTRACT APPLICATION & TRANSFER FEES			23,059		600		
		AUGMENTATION, YAMPA RIVER		20,316		20,539	22,142	22,850	22,850
		OTHER WATER SALES		4,952	4,952	5,070	5,070	5,254	5,254
YAMCOLO RESERVOIR				**198,014**	**205,851**	**202,004**	**112,649**	**208,883**	**208,883**
	WATER SALES			198,014	205,851	202,004	112,649	208,883	208,883
		MUNICIPAL		105,969	105,969	108,504	54,360	112,443	112,443
		INDUSTRIAL							
		AGRICULTURE AND IRRIGATION		92,045	91,755	93,500	58,290	96,440	96,440
			INDIVIDUAL IRRIGATORS	45,455	45,315	46,190	28,384	47,660	47,660
			YIA	46,590	46,440	47,310	29,906	48,780	48,780
		ENLARGEMENT			8,127				
STILLWATER DITCH & RESERVOIR COMPANY				**10,067**	**14,056**	**10,288**		**10,620**	**10,620**
	SHAREHOLDER CONTRACTS			10,067	10,067	10,288		10,620.00	10,620.00
	CARRIAGE CONTRACTS				3,989				
ELK RIVER AUGMENTATION PLAN, WATER SALES				**1,886**	**3,133**	**2,594**	**9,111**	**2,878**	**3,069**
PROPERTY TAXES, before County Treasurer Fees				**3,943,272**	**4,216,651**	**4,370,042**	**4,540,706**	**4,596,750**	**4,596,750**
	ROUTT COUNTY			3,674,579	3,921,758	4,060,250	4,210,687	4,227,892	4,227,892
	MOFFAT COUNTY			268,693	294,893	309,792	330,019	368,859	368,859
INTEREST EARNED				**1,023,400**	**1,139,064**	**908,400**	**800,338**	**994,370**	**989,347**
OTHER INCOME					**2,764**	**2,830**	**68,341**	**2,933**	**2,933**
PASSTHROUGH					**187,885**		**718,258**		
TOTAL				**5,586,160**	**6,367,728**	**5,870,520**	**6,515,561**	**6,186,706**	**6,183,777**

STAGECOACH OPERATING EXPENSES

ACCOUNT	SUBACCOUNT	SUB-SUBACCOUNT		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION			468,628	431,288	501,348	350,739	527,592	526,130
0020	DISTRICT INSURANCE			22,256	19,460	25,767	24,566	26,873	27,141
0030	TRAINING			2,500	4,360	2,500	298	2,500	6,891
0040	TRAVEL, MEETINGS & CONFERENCES			2,150	1,375	2,150	1,121	2,150	2,150
	041	CONFERENCE EXPENSES		2,000	1,201	2,000	1,041	2,000	2,000
	042	DISTRICT MEETING EXPENSES		150	174	150	80	150	150
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES			21,500	4,270	213,000	126,240	193,000	178,000
	051	ENGINEERING SERVICES		20,000		20,000	30,156	20,000	20,000
	054	IT & WEB SERVICES		1,500		1,500		1,500	1,500
	058	OPERATING PROFESSIONAL SERVICES			4,270	191,500	96,084	171,500	156,500
		58-101	General Maintenance, NEC.			13,500	945	13,500	13,500
		53-102	Permits & Water Quality, NEC.			170,000	93,914	150,000	135,000
		58-105	Snowplowing		4,270	8,000	1,225	8,000	8,000
0100	OTH OPERATING EXPENSES			297,236	192,868	130,834	67,495	150,587	180,087
	101	GENERAL MAINTENANCE		30,000	7,064	16,500	9,025	30,000	30,000
	102	PERMITS & WATER QUALITY		155,965	108,876		31,563	5,000	35,000
	103	STREAMGAGING		33,971	35,270	37,034		38,287	38,287
	104	VEHICLE & FUEL EXPENSES		16,000	11,065	16,000	13,927	16,000	16,000
	105	UTILITIES		15,800	12,425	15,800	9,951	15,800	15,800
		105- 01	Phone and Internet	5,800	4,305	5,800	3,367	5,800	5,800
		105- 03	Electrical Power	10,000	8,120	10,000	6,584	10,000	10,000
	106	SMALL FURNITURE & SAFETY EQUIPMENT		500	150	500		500	
	110	COMPUTERS & SOFTWARE		5,000	3,019	5,000	3,011	5,000	5,000
	113	CONTRIBUTIONS & DUES		15,000	15,000	15,000		15,000	15,000
	119	CONTINGENCIES		25,000		25,000		25,000	25,000
TOTAL EXPENSES				814,270	653,621	875,598	570,459	902,702	920,399

STAGECOACH FIXED ASSETS

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
1	CAPITAL ASSETS *NOT* BEING DEPRECIATED					25,000	36,015	25,000	4,595	25,000	25,000
	1-10	STAGECOACH				25,000		25,000	4,595	25,000	25,000
		1-10-3	AMENITIES			25,000	36,015	25,000	4,595	25,000	25,000
2	CAPITAL ASSETS BEING DEPRECIATED					348,383	317,912	715,150	144,425	603,500	603,500
	2-10	STAGECOACH - DAM				333,383	67,329	250,150	14,000	252,500	252,500
		2-11	BLDNG & MECHANICAL			253,383	67,329	80,150	14,000	82,500	82,500
			2.11.1	POWER		253,383	67,329	70,150	14,000	70,500	70,500
				2.11.10	HYDROPLANT EQUIPMENT-GENERAL	200,000	26,328				
				2.11.11	TURBINE PARTS REPLACEMENT			50,000		50,000	50,000
				2.11.15	ELECTRONIC UPGRADES	5,500	13,784	5,500	11,970	5,500	5,500
				2.11.16	SCADA SYSTEM	47,883	27,217	14,650	2,030	15,000	15,000
			2.11.2	NON-POWER				10,000		12,000	12,000
				2.11.22	STEM GUIDE REPLACEMENT			10,000		12,000	12,000
		2-12	NON MECHANICAL			80,000		170,000		170,000	170,000
	2-20	STAGECOACH - AMENITIES				15,000	250,583	465,000	130,425	315,000	315,000
		2-21	FENCE			15,000	250,583	15,000		15,000	15,000
		2-22	PARK BLDGS/IMPROVEMENTS					450,000	130,425	300,000	300,000
	2-70	EQUIPMENT, VEHICLES, OTHER								36,000	36,000
TOTAL FIXED ASSETS						373,383	353,927	740,150	149,020	628,500	628,500

STAGECOACH FIRMING ACCOUNT	2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0050 CONSULTING & CONTRACTED PROFESSIONAL SERVICES			100,000		300,000	300,000
TOTAL EXPENSES			100,000		300,000	300,000

STAGECOACH FIRMING LEVEL 1	2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
TOTAL FIXED ASSETS						

YAMCOLO OPERATING EXPENSES

ACCOUNT	SUBACCOUNT	SUB-SUBACCOUNT		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION			143,095	135,542	152,636	109,068	160,135	161,673
0020	DISTRICT INSURANCE			4,430	3,435	4,609	4,379	4,841	4,841
0030	TRAINING								1,218
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES			10,000		10,000		10,000	10,000
	051	ENGINEERING SERVICES		10,000		10,000		10,000	10,000
0100	OTH OPERATING EXPENSES			46,591	32,087	47,737	29,459	47,633	47,733
	101	GENERAL MAINTENANCE		10,000	4,083	10,000	1,042	10,000	10,000
	102	PERMITS & WATER QUALITY		25,841	24,960	26,987	25,603	26,883	26,883
	104	VEHICLE & FUEL EXPENSES		3,000	2,649	3,000	2,574	3,000	3,000
	105	UTILITIES		250	321	250	241	250	350
	106	SMALL FURNITURE & SAFETY EQUIPMENT			54				
	111	ADVERTISING			20				
	119	CONTINGENCIES		7,500		7,500		7,500	7,500
TOTAL EXPENSES				204,115	171,064	214,982	142,906	222,609	225,464

YAMCOLO FIXED ASSETS

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
2	CAPITAL ASSETS BEING DEPRECIATED				141,678	83,559	100,000		108,100	108,100
	2-30	YAMCOLO			128,178	70,632	100,000		100,000	100,000
		2-31	BLDNG & MECHANICAL		88,178	70,632	25,000		25,000	25,000
			2.31.2	EQUIPMENT						
			2.31.3	OTHER/ CONTROL BUILDING MODIFICATIONS	88,178	70,632	25,000		25,000	25,000
		2-32	NON MECHANICAL		40,000		75,000		75,000	75,000
			2.32.2	STRUCTURAL REPAIRS	40,000		25,000		25,000	25,000
			2.32.3	WETLANDS			50,000		50,000	50,000
	2-70	EQUIPMENT, VEHICLES, OTHER			13,500	12,928			8,100	8,100
TOTAL FIXED ASSETS					141,678	83,559	100,000		108,100	108,100

STILLWATER DITCH OPERATING EXPENSES

ACCOUNT		SUBACCOUNT	SUB-SUBACCOUNT	2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION			81,528	65,280	85,897	51,905	89,566	80,179
0020	DISTRICT INSURANCE			1,208	933	1,220	1,297	1,283	3,057
0030	TRAINING								2,336
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES					6,000	1,740		
0100	OTH OPERATING EXPENSES			18,819	11,701	12,854	2,723	18,854	18,900
		GENERAL MAINTENANCE		10,000	8,460	4,000	54	10,000	10,000
		PERMITS & WATER QUALITY		315	305	350	305	350	350
		VEHICLE & FUEL EXPENSES		6,000	2,430	6,000	1,985	6,000	6,000
		UTILITIES		504	506	504	380	504	550
		CONTINGENCIES		2,000		2,000		2,000	2,000
	TOTAL EXPENSES			101,555	77,915	105,971	57,665	109,703	104,472

STILLWATER DITCH FIXED ASSETS

LEVEL 1		LEVEL 2	LEVEL 3	LEVEL 4	2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
2	CAPITAL ASSETS BEING DEPRECIATED				1,250,000	833,036	100,000	7,102	1,100,900	1,100,900
		STILLWATER DITCH			1,250,000	833,036	100,000	7,102	1,100,000	1,100,000
			NON MECHANICAL		1,250,000	833,036	100,000	7,102	1,100,000	1,100,000
				STRUCTURAL REPAIRS	1,250,000	833,036	100,000	7,102	1,100,000	1,100,000
		EQUIPMENT, VEHICLES, OTHER							900	900
	TOTAL FIXED ASSETS				1,250,000	833,036	100,000	7,102	1,100,900	1,100,900

ELK RIVER AUGMENTATION (ERA) ACCOUNT		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION	2,488	2,433	2,657	1,950	2,800	2,854
0020	DISTRICT INSURANCE	64	50	65	62	68	73
0030	TRAINING						23
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES	1,000		1,000		1,000	1,000
TOTAL EXPENSES		3,553	2,483	3,722	2,012	3,868	3,950

ADMINISTRATION

OPERATING EXPENSES ACCOUNT		SUBACCOUNT		2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION			223,650	218,554	239,582	175,039	252,732	257,651
0020	DISTRICT INSURANCE			6,514	5,078	6,592	6,121	6,926	7,348
0030	TRAINING			4,781	393	1,750	149	1,600	3,636
0040	TRAVEL, MEETINGS & CONFERENCES			3,728	3,494	5,026	2,102	5,080	5,080
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES			46,435	38,851	50,325	30,487	48,653	48,653
		054	IT & WEB SERVICES	36,515	34,776	40,065	27,387	40,053	40,053
		055	OTHER CONSULTING	9,920	4,075	10,260	3,100	8,600	8,600
0100	OTH OPERATING EXPENSES			98,998	84,075	102,755	57,210	107,257	107,257
		104	VEHICLE & FUEL EXPENSES	500	438	500	380	500	500
		105	UTILITIES	10,300	10,244	10,538	7,557	13,380	13,380
		106	SMALL FURNITURE & SAFTY EQUIPMENT	5,000	2,556	5,000	71	5,000	5,000
		107	OFFICE RENT	42,450	41,744	43,478	32,035	44,376	44,376
		108	OFFICE SUPPLIES & POSTAGE	4,294	3,703	4,797	2,753	4,420	4,420
		109	COMPUTERS	9,500	5,944	6,900	1,502	7,850	7,850
		110	SOFTWARE & ONLINE PLATFORMS	12,854	13,992	17,248	7,680	18,197	18,197
		111	ADVERTISING	2,500	222	2,500		2,000	2,000
		113	CONTRIBUTIONS & DUES	5,600	5,233	5,794	5,233	5,533	5,533
		119	CONTINGENCIES	6,000		6,000		6,000	6,000
	TOTAL EXPENSES			384,106	350,445	406,029	271,108	422,249	429,625

BOARD OF DIRECTORS

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT		2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION					43,055	42,018	46,132	33,621	48,447	49,441
0020	DISTRICT INSURANCE					4,632	3,575	4,301	4,489	4,903	4,958
0030	TRAINING										316
0040	TRAVEL, MEETINGS & CONFERENCES					78,145	38,118	78,720	27,235	76,474	78,548
		041	CONFERENCE EXPENSES			38,400	4,490	38,250	6,548	35,500	35,500
				41-01	Conf. registration	18,000	2,675	16,850	4,825	15,500	15,500
				41-02	Conf. meals, lodging & mileage	20,400	1,815	21,400	1,723	20,000	20,000
		042	DISTRICT MEETING EXPENSES			18,145	16,628	18,870	9,287	19,374	21,448
		043	DIRECTORS' COMPENSATION			21,600	17,000	21,600	11,400	21,600	21,600
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES					10,000		10,000		10,000	10,000
0100	OTH OPERATING EXPENSES					350	525	750	218	750	750
		104	VEHICLE & FUEL EXPENSES			200	157	250	167	250	250
		111	ADVERTISING & LEGAL NOTICES			150	368		51	500	500
	TOTAL EXPENSES					136,182	84,236	139,904	65,563	140,574	144,014

EXTERNAL AFFAIRS

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION					154,415	144,260	164,621	115,470	176,672	180,817
0020	DISTRICT INSURANCE					2,416	1,867	2,439	2,314	2,566	2,725
0030	TRAINING					3,000		3,000		3,000	4,556
0040	TRAVEL, MEETINGS & CONFERENCES					20,000	5,408	20,000	2,056	26,000	26,000
		041	CONFERENCE EXPENSES			15,000	4,781	15,000	2,005	18,500	18,500
				41-01	Conf. registration	7,500	2,131	7,500	2,005	11,000	11,000
				41-02	Conf. meals, lodging & mileage	7,500	2,651	7,500		7,500	7,500
		042	DISTRICT MEETING EXPENSES			5,000	626	5,000	51	7,500	7,500
0100	OTH OPERATING EXPENSES					1,500	1,090	61,500	1,339	61,500	61,500
		104	VEHICLE & FUEL EXPENSES			1,500	1,090	1,500	1,339	1,500	1,500
		117	COMMUNITY SUPPORT, AGRICULTURE					60,000		60,000	60,000
	TOTAL EXPENSES					181,331	152,625	251,560	121,179	269,738	275,598

FINANCE

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT		2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION					132,579	129,292	143,674	104,868	151,576	154,501
0020	DISTRICT INSURANCE					4,832	3,733	4,879	4,628	5,131	5,450
0030	TRAINING					5,200	4,738	6,000	3,900	6,000	7,194
0040	TRAVEL, MEETINGS & CONFERENCES					3,000		3,000	13	3,000	3,000
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES					22,000	10,500	22,000	11,500	22,000	22,000
		055	OTHER CONSULTING			22,000	10,500	22,000	11,500	22,000	22,000
				55-01	Audit	15,000	10,500	15,000	11,500	15,000	15,000
				55-03	Other Consulting	7,000		7,000		7,000	7,000
0100	OTH OPERATING EXPENSES						1,792	350	3,579	350	350
	TOTAL EXPENSES					167,611	150,056	179,903	128,488	188,058	192,496

LEGALS

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT		2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION					28,235	27,568	30,049	21,978	31,483	32,156
0020	DISTRICT INSURANCE					1,208	933	1,220	1,157	1,283	1,363
0030	TRAINING										178
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES					200,000	130,088	170,000	35,691	140,000	140,000
		051	ENGINEERING SERVICES				53,096				
		052	GENERAL MATTERS & MASTER PLAN				35,902	170,000	15,423	140,000	140,000
		053	OTHER LEGAL SERVICES				38,048		20,172		
				53- 01	Pricing inclusive		34,798		17,884		
				53- 02	Pricing exclusive		3,250		2,288		
		055	OTHER CONSULTING				3,043		96		
0100	OTH OPERATING EXPENSES					14,000		14,000	141	14,000	14,000
		118	RECORDING FEES						141		
		119	CONTINGENCIES			14,000		14,000		14,000	14,000
	TOTAL EXPENSES					243,444	158,590	215,269	58,966	186,766	187,696

PLANNING

ACCOUNT		SUBACCOUNT		2025 BUDGET Amended, May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION			29,394	28,701	31,278	22,879	32,764	33,463
0020	DISTRICT INSURANCE			1,208	933	1,220	1,157	1,283	1,363
0030	TRAINING								2,075
0040	TRAVEL, MEETINGS & CONFERENCES				1,934		3,887		
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES			600,000	664,608	600,000	271,234	600,000	600,000
		051	ENGINEERING SERVICES	600,000	407,666	600,000	268,262	600,000	600,000
		055	OTHER CONSULTING		256,941		2,971		
0100	OTH OPERATING EXPENSES			12,500	6,247	12,500	4,067	12,500	12,500
		103	STREAMGAGING	10,000	5,831	10,000	301	10,000	10,000
		104	VEHICLE & FUEL EXPENSES		235		1,266		
		111	ADVERTISING		181				
		113	CONTRIBUTIONS & DUES				2,500		
		119	CONTINGENCIES	2,500		2,500		2,500	2,500
	TOTAL EXPENSES			643,102	702,423	644,997	303,224	646,547	649,401

PUBLIC INFORMATION

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT		2025 BUDGET Amended May 21, 2025	2025 ACTUALS Audited	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0010	COMPENSATION					156,709	133,529	168,389	106,971	182,107	186,061
0020	DISTRICT INSURANCE					805	622	813	771	855	908
0030	TRAINING					5,000	1,511	5,000		5,000	5,000
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES					60,500	20,960	64,749	24,600	130,000	110,000
		054	IT & WEB SERVICES			40,500	19,960	39,749	6,300	75,000	55,000
		055	OTHER CONSULTING			20,000	1,000	25,000	18,300	55,000	55,000
0100	OTH OPERATING EXPENSES					632,200	263,674	465,351	232,131	698,500	718,500
		104	VEHICLE & FUEL EXPENSES				105		42		
		106	SMALL FURNITURE & SAFETY EQUIPMENT						100		
		110	SOFTWARE & ONLINE PLATFORMS			4,500	2,034	251	13,345	25,000	45,000
		111	ADVERTISING			10,000	2,134	10,000	290	10,000	10,000
		112	SPONSORSHIPS			30,000	10,000	30,000	12,500	65,000	65,000
				112-01	Yampatika Water Education Program					20,000	20,000
				112-02	Bear River Outreach Coordinator					15,000	15,000
				112-03	Discretionary				12,500	30,000	30,000
		113	CONTRIBUTIONS, DUES & MEMBERSHIPS			17,700	43,119	20,100	11,161	23,500	23,500
				113-01	Membership dues	17,700	43,119	18,639	9,756	20,000	20,000
				113-03	Subscriptions, publications			336	280	1,000	1,000
				113-04	Committee membership & Other Fees			1,125	1,125	2,500	2,500
		114	SCHOLARSHIPS			10,000		10,000	10,000	20,000	20,000
		115	GRANTS			525,000	186,349	360,000	165,378	520,000	520,000
				115-01	DIIP	50,000		60,000	32,080	120,000	120,000
				115-02	Special Awards	250,000		100,000			
				115-03	Community Grants	225,000		200,000	133,298	400,000	400,000
		116	UYWCD EVENTS			35,000	19,933	35,000	19,316	35,000	35,000
				116-01	Annual Event	25,000		25,000	13,819	25,000	25,000
				116-02	Other events	10,000		10,000	5,497	10,000	10,000
TOTAL EXPENSES						855,214	420,808	704,302	364,491	1,016,462	1,020,469

WILDFIRE MITIGATION

ACCOUNT		SUBACCOUNT		SUB-SUBACCOUNT	2025 BUDGET Amended May 21, 2025	2025 ACTUALS Dec 31, 2025	2026 BUDGET Final, approved, Nov 19, 2025	2026 ACTUALS Sep 30, 2026	2027 BUDGET Draft, Oct 21, 2026	2027 BUDGET Final, proposed, Nov 18, 2026
0050	CONSULTING & CONTRACTED PROFESSIONAL SERVICES							11,743		
0100	OTH OPERATING EXPENSES				150,000	150,000	100,000	37,454	200,000	200,000
		115	GRANTS		150,000	150,000	100,000	37,454	200,000	200,000
				Widfire Mitigation Grants	150,000	150,000	100,000	37,454	200,000	200,000
	TOTAL EXPENSES				150,000	150,000	100,000	49,197	200,000	200,000

RESOLUTION TO SET MILL LEVIES

Resolution No. 2026-4

A RESOLUTION LEVYING GENERAL REAL PROPERTY TAXES FOR THE YEAR 2027 TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE UPPER YAMPA WATER CONSERVANCY DISTRICT, ROUTT COUNTY AND MOFFAT COUNTY, COLORADO FOR THE 2027 BUDGET YEAR.

WHEREAS, the Board of Directors of the Upper Yampa Water Conservancy District has adopted the annual budget of the District for 2027 in accordance with the Local Government Budget Law; and

WHEREAS, revenues from the levy of general property taxes ARE necessary to balance the budget for bonds and interest; and

WHEREAS, revenues from the levy of general property taxes ARE necessary to balance the budget for general operating expenses; and

WHEREAS, revenues from the levy of general property taxes ARE necessary to balance the budget for capital construction; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Upper Yampa Water Conservancy District, Routt County and Moffat County, Colorado:

1. That for the purpose of meeting budget expenses of the Upper Yampa Water Conservancy District during the 2027 budget year there is hereby levied the following real property tax mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2027:

General Operating Expenses	1.269	mills
Other	0.551	mills
TOTAL	1.820	mills

2. That the Secretary of the District is hereby authorized and directed to certify immediately to the County Commissioners of Routt County and Moffat County, Colorado, the mill levies for the District as hereinabove determined and set.

ADOPTED as of the 18th day of November, 2026

UPPER YAMPA WATER CONSERVANCY DISTRICT

By:_____
Jim Haskins, President

ATTEST:

By:_____
Andy Rossi, Secretary

RESOLUTION TO APPROPRIATE SUMS OF MONEY
Resolution No. 2026-3

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS, IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE UPPER YAMPA WATER CONSERVANCY DISTRICT, ROUTT COUNTY AND MOFFAT COUNTY, COLORADO FOR THE 2027 BUDGET YEAR.

WHEREAS, the Board of Directors of the Upper Yampa Water Conservancy District has approved and adopted this day an annual budget for the District for 2027 in accordance with the Local Government Budget Law; and

WHEREAS, the Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is necessary and required by law to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Upper Yampa Water Conservancy District, Routt County and Moffat County, Colorado: That the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the 2027 Budget of the District:

GENERAL FUND:

Operating Expenses	$ 4,791,486
Capital Improvements	$ 1,837,500
Contingency, Emergency Reserve	$ 6,151,263
TOTAL GENERAL FUND:	**$ 12,780,249**

ADOPTED as of the 18th day of November, 2026.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

By:_____
Jim Haskins, President

ATTEST:

By:_____
Andy Rossi, Secretary

RESOLUTION TO ADOPT BUDGET AND SALARY RANGE SCHEDULE
Resolution No. 2026-5

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND SALARY RANGE SCHEDULE FOR THE UPPER YAMPA WATER CONSERVANCY DISTRICT, ROUTT COUNTY AND MOFFAT COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2027, AND ENDING ON THE LAST DAY OF DECEMBER 2027.

WHEREAS, the Board of Directors of the Upper Yampa Water Conservancy District appointed the General Manager of the District to prepare and submit a proposed budget and salary range schedule for calendar year 2027 to said governing body at the proper time; and

WHEREAS, the Secretary has submitted a proposed budget and salary range schedule to this governing body for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with Colorado law, said proposed budget and salary range schedule were open for inspection by the public at a designated place, a public hearing was held before the Board of Directors of the District on November 18, 2026, and interested tax payers were given the opportunity to file or register any objections to said proposed budget and salary range schedule; and

WHEREAS, whatever increases may have been made in the proposed expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Upper Yampa Water Conservancy District, Routt County and Moffat County, Colorado:

1. That the budget and salary range schedule of the District for 2027, as attached to this Resolution, is hereby approved and adopted as the budget and salary range schedule of the Upper Yampa Water Conservancy District for the fiscal year 2027.

2. That the budget and salary range schedule hereby approved and adopted shall be signed by the President and Secretary of the District and made a part of the public records of the District.

ADOPTED this 18th day of November, 2026.

UPPER YAMPA WATER CONSERVANCY DISTRICT

By:_____
Jim Haskins, President

ATTEST:

By:_____
Andy Rossi, Secretary

UPPER YAMPA WATER CONSERVANCY DISTRICT - 2027 BUDGET

November 18, 2026, modified accrual basis

		2025 ACTUALS Audited	2026 BUDGET Approved Nov 19, 2025	2027 BUDGET Proposed Nov 18, 2026	*STAGECOACH*	*STAGECOACH FIRMING*	*YAMCOLO*	*STILLWATER DITCH*	ELK RIVER AUGMENTATION PLAN	*GENERAL FUND*	*OPERATING*	*CAPITAL*
	Fund Opening Balance including Encumbered Funds	**25,121,867**	**26,832,928**	**27,689,960**	**6,659,960**		**623,225**	**87,377**		**20,319,397**		
	Restricted Funds	**589,327**	**570,139**	**618,604**	**419,734**					**198,870**		
	Stagecoach Wetlands Mitigation Reserve	419,734	419,734	419,734	419,734							
	Tabor Reserve	169,593	150,405	198,870						198,870		
	Committed Funds	**24,532,540**	**26,262,789**	**27,071,356**	**6,240,226**		**623,225**	**87,377**		**20,120,527**		
	Emergency Facilities Reserve	5,609,816	5,743,890	5,952,393	5,546,867		366,684	38,842				
	Capital Maintenance Reserve	940,973	963,462	998,436	693,359		256,541	48,535				
	Capital Projects Development Fund	17,981,751	19,555,437	20,120,527						20,120,527		
	Revenues											
	Facilities											
	Stagecoach Reservoir											
1	**Power Sales**	73,368	127,000	113,000	113,000						113,000	
2	**Water Sales**	524,957	247,362	259,174	259,174						259,174	
	Stagecoach Firming											
	Yamcolo Reservoir											
2	**Water Sales**	205,851	202,004	208,883			208,883				208,883	
3	**Stillwater Ditch & Reservoir Company**	14,056	10,288	10,620				10,620			10,620	
2	**Elk River Augmentation Water Sales**	3,133	2,594	3,069					3,069		3,069	
4	**Property taxes**	4,216,651	4,370,042	4,596,750	2,277,589	300,000	443,603	1,281,731	5,520	288,308	3,204,459	1,392,291
5	**Interest earned**	1,139,064	908,400	989,347						989,347	989,347	
6	**Other income**	2,764	2,830	2,933						2,933	2,933	
	Pass through income	187,885										
	Subtotal Operating	**824,129**	**592,078**	**597,679**	**372,174**		**208,883**	**10,620**	**3,069**	**2,933**	**597,679**	
	Total revenues	**6,367,728**	**5,870,520**	**6,183,777**	**2,649,763**	**300,000**	**652,487**	**1,292,351**	**8,589**	**1,280,588**	**4,791,486**	**1,392,291**
	Expenditures											
	Operating											
	Facilities											
7r	**Stagecoach Reservoir**	653,621	875,598	920,399	920,399						920,399	
7f	**Stagecoach Firming**		100,000	300,000		300,000					300,000	
8	**Yamcolo Reservoir**	171,064	214,982	225,464			225,464				225,464	
9	**Stillwater Ditch & Reservoir Company**	77,915	105,971	104,472				104,472			104,472	
9E	**Elk River Augmentation Plan**	2,483	3,722	3,950					3,950		3,950	
10	**Administration**	350,445	406,029	429,625	163,129		47,259	12,889	687	205,662	429,625	
11	**Board of Directors**	84,236	139,904	144,014	54,682		15,841	4,320	230	68,939	144,014	
12	**External Affairs**	152,625	251,560	275,598	104,645		30,316	8,268	441	131,929	275,598	
13	**Finance**	150,056	179,903	192,496	73,091		21,175	5,775	308	92,148	192,496	
14	**Legal**	158,590	215,269	187,696	71,268		20,647	5,631	300	89,850	187,696	
15	**Planning**	702,423	644,997	649,401	246,577		71,434	19,482	1,039	310,868	649,401	
16	**Grants, Scholarships & Public Information**	420,808	704,302	1,020,469	387,472		112,252	30,614	1,633	488,499	1,020,469	
17	**Treasurer fees**	123,995	131,101	137,903						137,903	137,903	
18	**Pass through expenses**	187,885										
20	**Wildfire Mitigation**	150,000	100,000	200,000						200,000	200,000	
	Subtotal Operating	**3,386,145**	**4,073,339**	**4,791,486**	**2,021,263**	**300,000**	**544,387**	**191,451**	**8,589**	**1,725,797**	**4,791,486**	
	Capital											
7r	**Stagecoach Reservoir**	353,927	740,150	628,500	628,500							628,500
7f	**Stagecoach Firming**											
8	**Yamcolo Reservoir**	83,559	100,000	108,100			108,100					108,100
9	**Stillwater Ditch & Reservoir Company**	833,036	100,000	1,100,900				1,100,900				1,100,900
	Subtotal Capital	**1,270,522**	**940,150**	**1,837,500**	**628,500**		**108,100**	**1,100,900**				**1,837,500**
	expenditures	**4,656,667**	**5,013,489**	**6,628,986**	**2,649,763**	**300,000**	**652,487**	**1,292,351**	**8,589**	**1,725,797**	**4,791,486**	**1,837,500**
	net income (loss)	**1,711,062**	**857,032**	**(445,209)**						**(445,209)**		**(445,209)**
	Ending Fund Balance	**26,832,928**	**27,689,960**	**27,244,751**	**6,659,960**		**623,225**	**87,377**		**19,874,188**		

2,525,686,943			
1.820	*1.269*	*0.551*	
4,596,750	3,204,459	1,392,291	
	70%	*30%*	

Jim Haskins, President

Andy Rossi, Secretary

UYWCD Staff 2027 Salary Ranges	Range Minimum	Range Midpoint (50%)	Range Maximum
Community Programs Specialist	**$65,867**	**$82,334**	**$98,801**
Facilities Operator	**$80,455**	**$100,569**	**$120,683**
Dam Operator	**$80,455**	**$100,569**	**$120,683**
Finance Manager	**$97,254**	**$121,567**	**$145,880**
Business Manager	**$97,254**	**$121,567**	**$145,880**
External Affairs Manager	**$107,642**	**$136,627**	**$165,611**
Facilities Engineer	**$113,066**	**$146,986**	**$180,905**
District Engineer	**$136,019**	**$176,825**	**$217,630**
General Manager	**$161,523**	**$209,979**	**$258,436**



A Toast to the Season

ALTA MESA
SOUTHWEST GRILL

Wednesday, December 2nd, 2026

6 PM TO 8:30 PM

1760 Central Park Drive, Steamboat Springs

Come share in the spirit of the season with our UYWCD staff and Board of Directors over appetizers, drinks, and holiday cheer.

Please RSVP for you and your guest by November 18 and let us know if we can assist with transportation to and from the event.

Upper Yampa Water Conservancy District

Current Board of Directors – Terms

	Term Expires March 8th	Division	District Area
Mynon Woodley	2023 - 2027	1	Hayden
CJ Mucklow	2023 - 2027	2	Steamboat
Nicole Seltzer	2023 - 2027	3	South Routt
Jim Haskins, President	2024 - 2028	1	Hayden
Kevin McBride	2024 - 2028	2	Steamboat
Leah Wolf Martin	2024 - 2028	3	South Routt
Katie Berning	2026 - 2030	1	Hayden
Tom Sharp	2026 - 2030	2	Steamboat
John Redmond, Vice President	2026 - 2030	3	South Routt

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 11/18/2026

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 2026 water year to date.

II. Summary:

Yamcolo Reservoir Status as of 11/9/2026

Current Storage Volume: 2,124 AF

Volume Stored in last 30 days: 232 AF

Current Outflow: 9 cfs

Stagecoach Reservoir Status as of 11/9/2026

Current Storage Volume: 22,000 AF

Volume Stored in last 30 days: 0 AF

Current Inflow: 28 cfs

Current Outflow: 28 cfs

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation:
N/A

IV. Legal Issues:
N/A

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

Attachments:

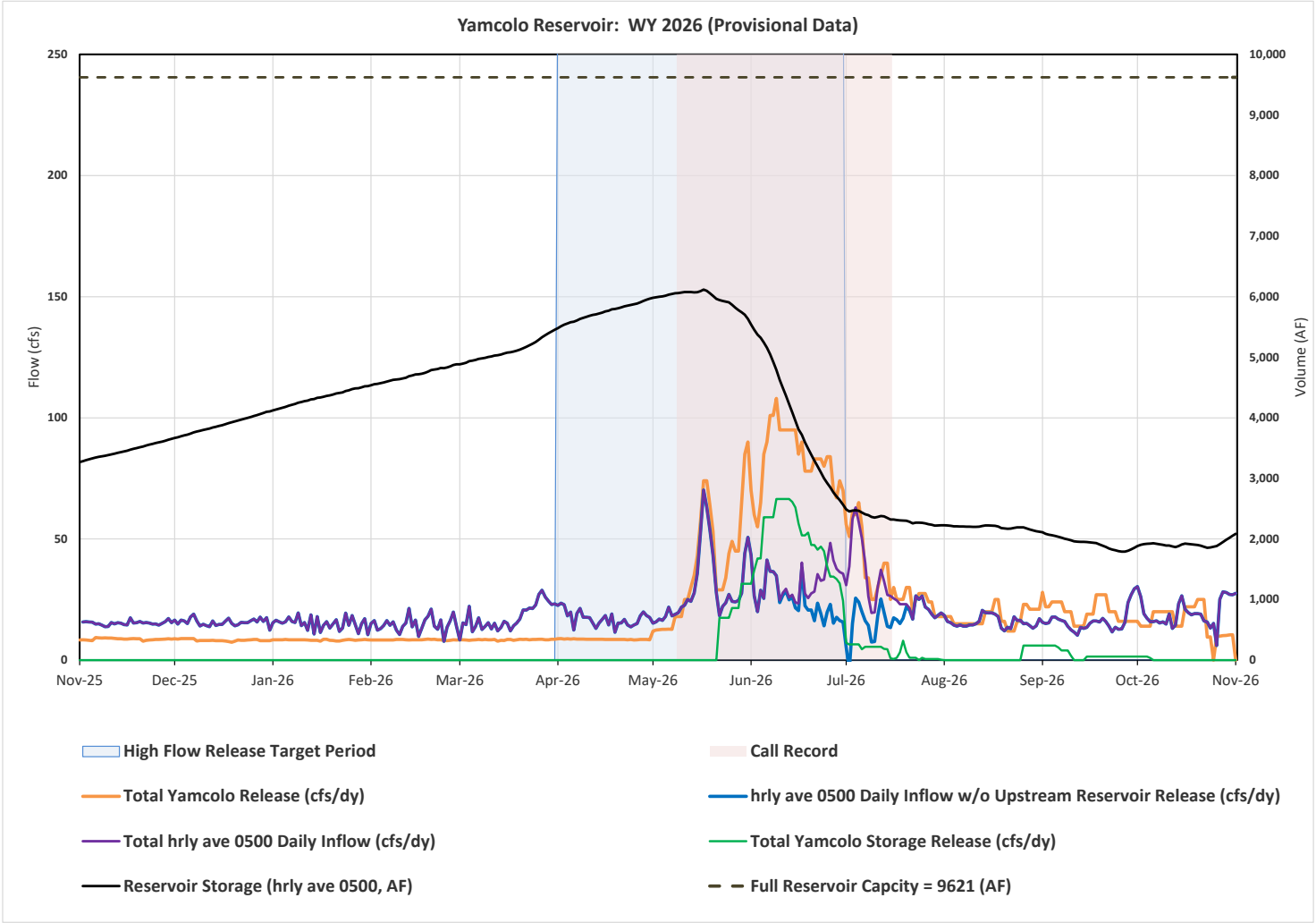
1. Yamcolo Water Storage Data (WY 2026)
2. Stagecoach Water Storage Data (WY 2026)
3. Yampa SWE
4. DNR Drought Update
5. 3 Month Temperature Outlook
6. 3 Month Precipitation Outlook

Yamcolo Reservoir Operations
Total Monthly Volume (AF)

Water Year 2026

INFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Physical	880	963	376	822	289	1,025	1,815	1,483	1,078	968	944	1,193	2,219
Storable	404	471	186	378	0	549	1,077	769	340	231	231	702	1,061
Stored	382	439	162	344	123	486	-349	-2,973	-264	-106	-255	168	983

OUTFLOW	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Operator	-516	-507	-511	-465	-517	-510	-440	-4,942	-2,043	-1,079	-1,200	-986	-13,715
Spill				0	0	0	0	0	0	0	0	0	0
Gage	-516	-507	-511	-465	-517	-510	-440	-4,942	-2,043	-1,079	-1,200	-986	-13,715

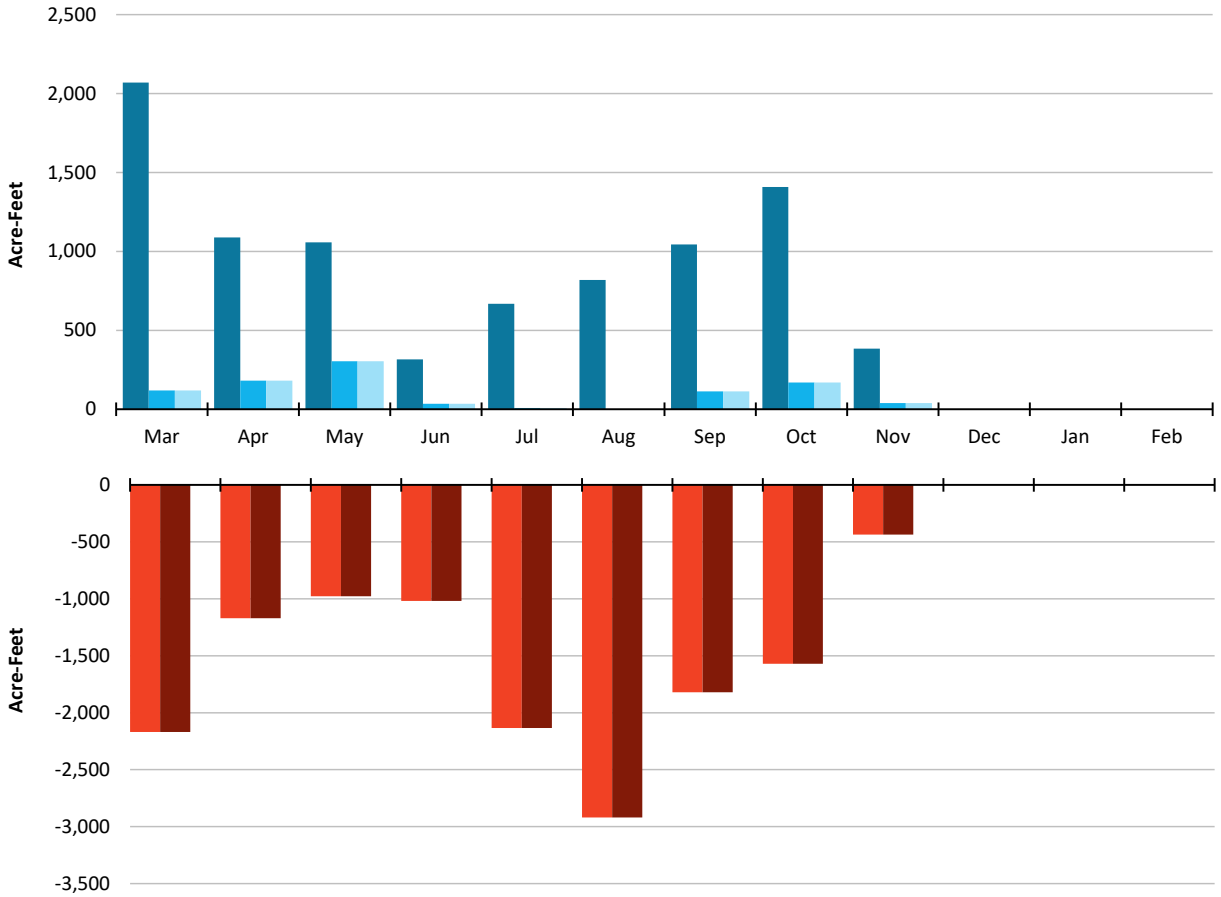


Stagecoach Reservoir Operations: Inflow & Outflow Comparison (AF)

Accounting Year 2026

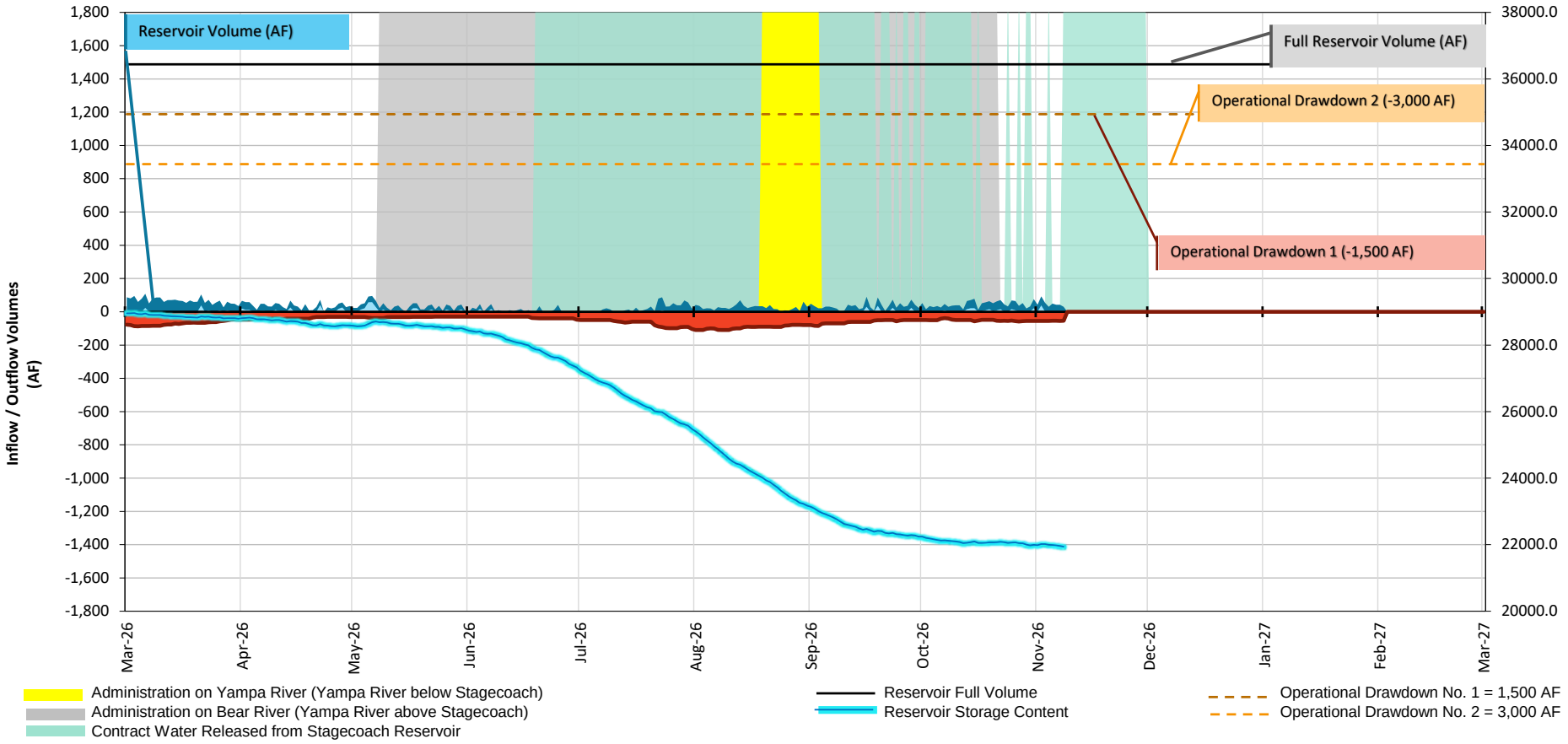
	Monthly Inflow	Physical	Potential	Storable
3	Mar	2,069	119	119
4	Apr	1,088	182	182
5	May	1,057	304	304
6	Jun	316	35	35
7	Jul	668	8	8
8	Aug	819	0	0
9	Sep	1,043	113	113
10	Oct	1,408	169	169
11	Nov	384	38	38
12	Dec			
1	Jan			
2	Feb			
	Total	8,854	969	969

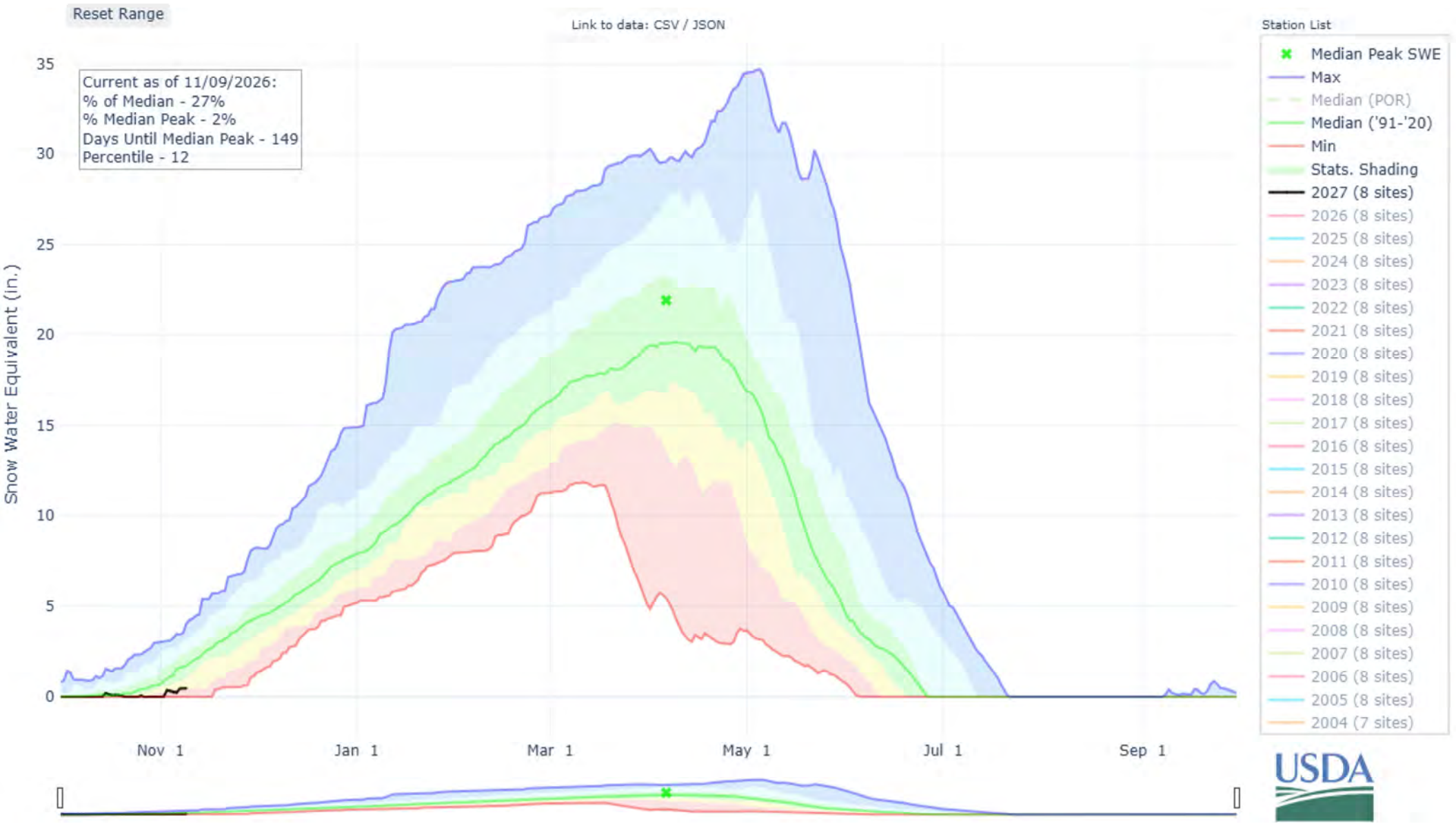
	Monthly Outflow	Release	Spill	Gage
3	Mar	-2,168	0	-2,168
4	Apr	-1170	0	-1,170
5	May	-977	0	-977
6	Jun	-1019	0	-1,019
7	Jul	-2133	0	-2,133
8	Aug	-2920	0	-2,920
9	Sep	-1819	0	-1,819
10	Oct	-1571	0	-1,571
11	Nov	-435	0	-435
12	Dec			
1	Jan			
2	Feb			
	Total	-14,214	0	-14,214



Stagecoach Reservoir Operations

Accounting Year 2026




Reset Range
Link to data: CSV / JSON
Current as of 11/09/2026:
% of Median - 27%
% Median Peak - 2%
Days Until Median Peak - 149
Percentile - 12
Snow Water Equivalent (in.)
35
30
25
20
15
10
5
0
Nov 1
Jan 1
Mar 1
May 1
Jul 1
Sep 1
Station List
Median Peak SWE
Max
Median (POR)
Median ('91-'20)
Min
Stats. Shading
2027 (8 sites)
2026 (8 sites)
2025 (8 sites)
2024 (8 sites)
2023 (8 sites)
2022 (8 sites)
2021 (8 sites)
2020 (8 sites)
2019 (8 sites)
2018 (8 sites)
2017 (8 sites)
2016 (8 sites)
2015 (8 sites)
2014 (8 sites)
2013 (8 sites)
2012 (8 sites)
2011 (8 sites)
2010 (8 sites)
2009 (8 sites)
2008 (8 sites)
2007 (8 sites)
2006 (8 sites)
2005 (8 sites)
2004 (7 sites)
USDA

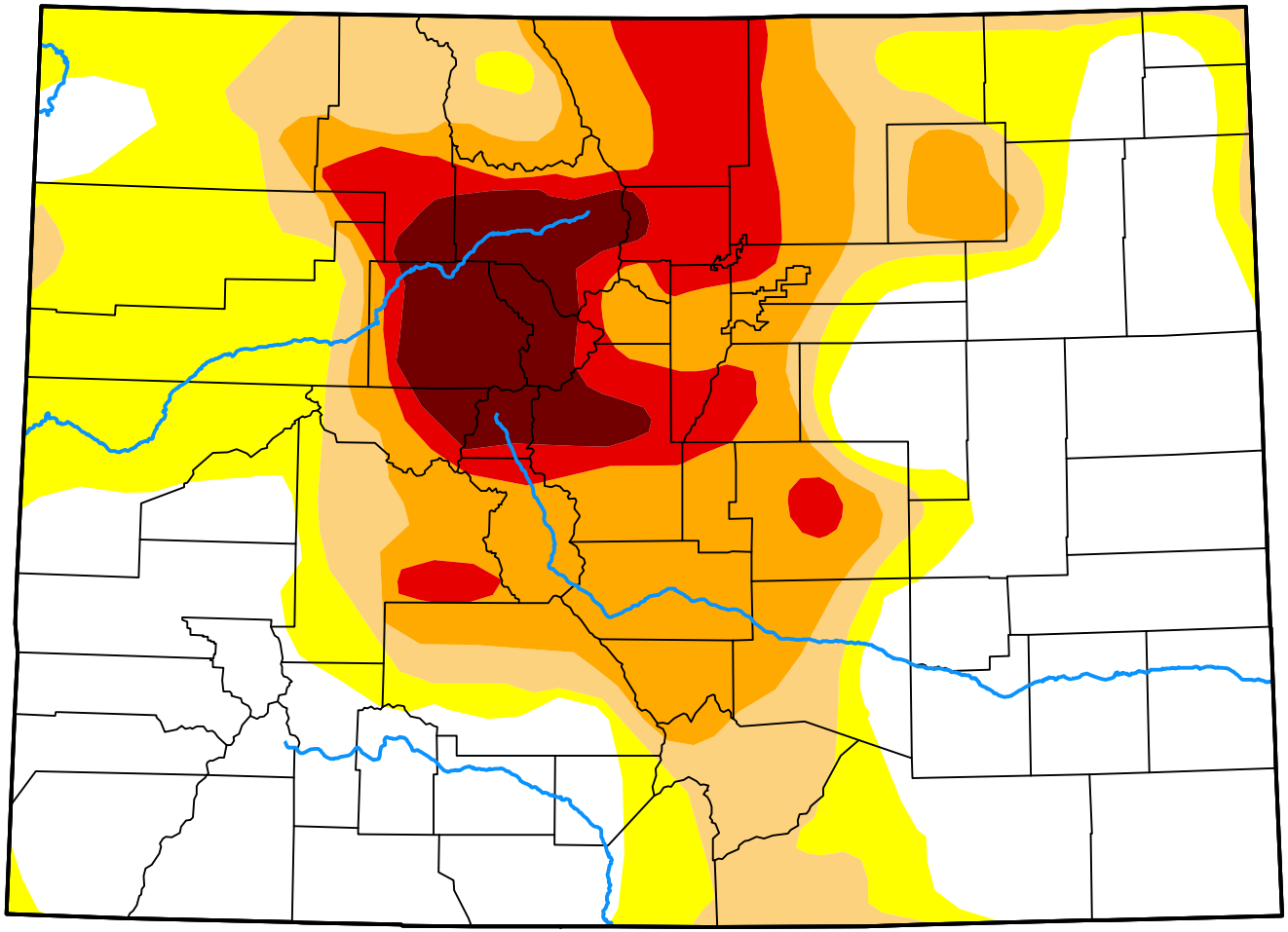
U.S. Drought Monitor

Colorado

November 3, 2026

(Released Thursday, Nov. 5, 2026)

Valid 7 a.m. EST



Intensity:

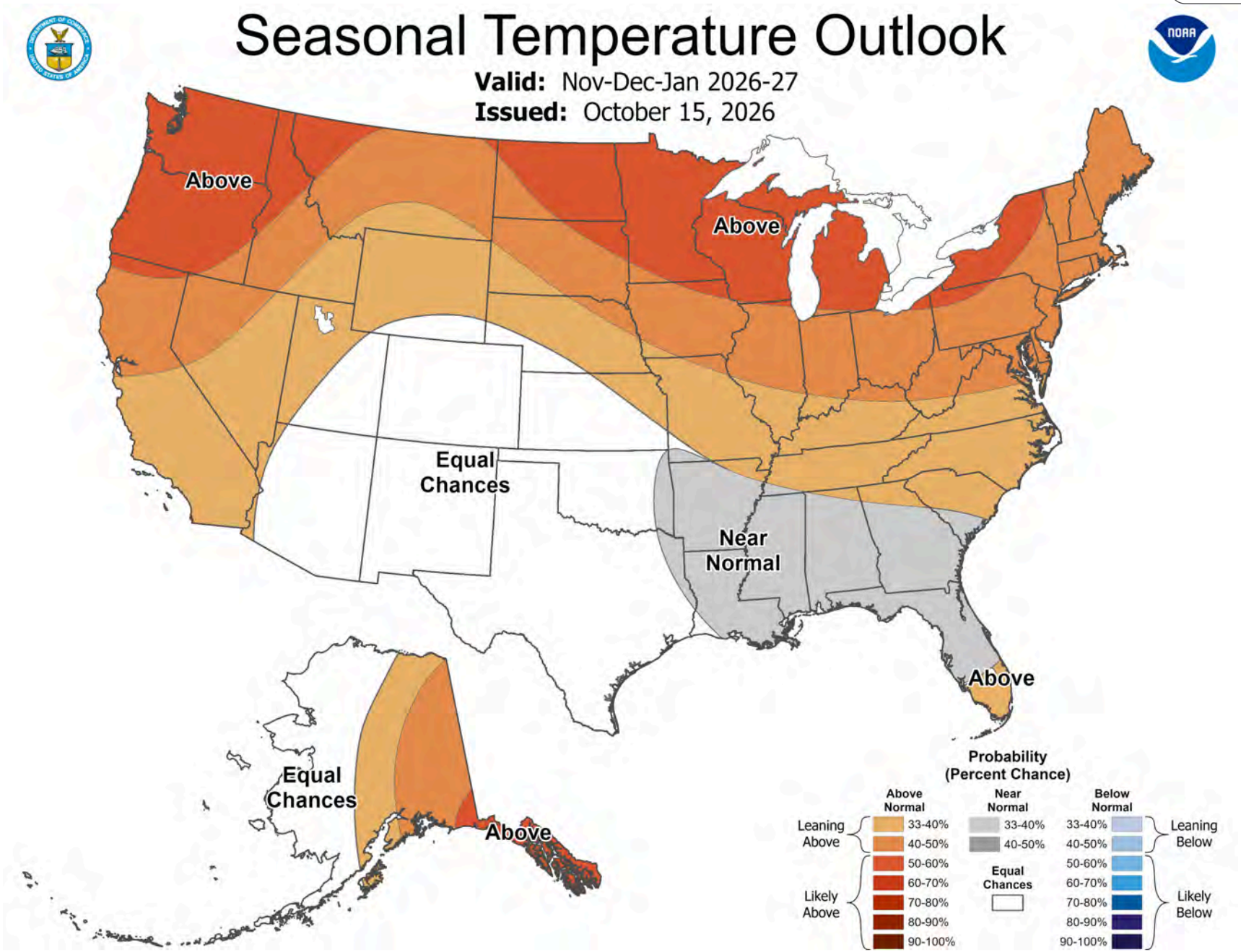
- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

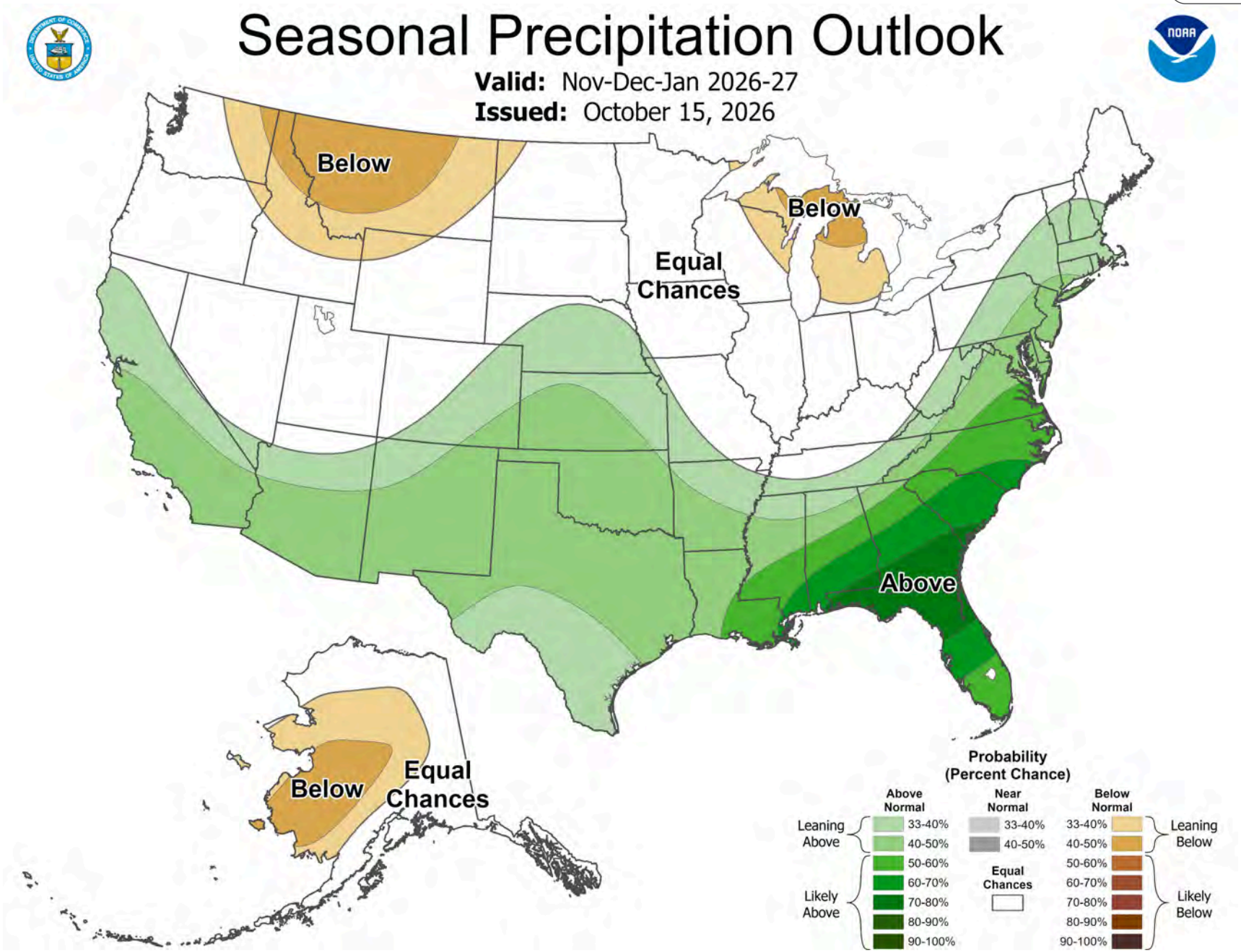
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Pugh
CPC/NOAA

droughtmonitor.unl.edu


Seasonal Temperature Outlook
Valid: Nov-Dec-Jan 2026-27
Issued: October 15, 2026
Above
Above
Equal Chances
Near Normal
Above
Equal Chances
Above
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
33-40%
40-50%
33-40%
40-50%
33-40%
40-50%
Leaning Below
Likely Above
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances
50-60%
60-70%
70-80%
80-90%
90-100%
Likely Below


Seasonal Precipitation Outlook
Valid: Nov-Dec-Jan 2026-27
Issued: October 15, 2026
Below
Below
Equal Chances
Above
Below
Equal Chances
Probability (Percent Chance)
Above Normal
Near Normal
Below Normal
Leaning Above
33-40%
40-50%
Likely Above
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances
Leaning Below
Likely Below

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 11/18/2026

Item: Morrison Creek Project Update

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District (UYWCD) has two water rights that are conditionally decreed to divert from the Morrison Creek watershed, including the Little Morrison Diversion and the Little Morrison Diversion Alternate Point direct flow water right for a combined diversion rate of up to 50 cfs. The diversion cannot divert water from Morrison Creek if the diversion drops the stream flow immediately below the point of diversion below 15 cfs. The target window for these flow conditions to allow for diversion are generally April 1st to mid-July.

The proposed project would entail a 5.5 mi pipeline from Morrison Creek at CR 16 to Little Morrison Creek, ultimately discharging near Morrison Cove at Stagecoach Reservoir.

DHM Design performed a preliminary wetlands survey the last week of October to help define the county's waterbody setbacks along the potential pipe alignment, the limits of the county road, and the limits of the construction envelope within the county ROW. DHM is developing mapping to show the results of the survey.

Permitting
No new updates on permitting at this time.

Design
Staff have started discussions with Wright Water Engineers to develop an alternatives analysis for both the pump station layout and location as well as the overall project alternatives. The project alternatives that will be considered are as follows:

1. Pump station to divide between Morrison Creek and Little Morrison Creek drainage and then pipe the remaining length (to either last culvert/CR16 crossing or to Morrison Cove)
    a. Gravity canal to divide then pipe the remaining length (to either last culvert/CR16 crossing or to Morrison Cove)
2. Pump back option: Pump station below Stagecoach Dam near confluence of Yampa and Morrison Creek and pump back into Stagecoach Reservoir
3. Gravity canal to Little Morrison Creek and then discharge to Little Morrison Creek to Stagecoach Reservoir
4. Morrison Creek Reservoir
5. Do nothing

II. Consistency with Board Goals and Policies:

UYWCD Water Supply Strategic Initiative

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Emily Lowell, District Engineer

Date: 11/18/2026

Item: Power Purchase Agreement

_X_____ DIRECTION
_____ INFORMATION
_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Water Conservancy District (UYWCD) currently has a Power Purchase Agreement (PPA) with Yampa Valley Electric Association (YVEA). The term of this PPA is January 1, 2025 through May 31, 2028. Section 3.2 of the current Agreement allows parties to renew or extend the Agreement no earlier than 18 months prior to the expiration of the Term. Staff are requesting the board identify a negotiating committee to participate in discussions with YVEA on the terms of the next agreement with YVEA.

II. Summary:

In June 2023, YVEA announced that it entered into a 15-year contract with Guzman Energy to provide wholesale power to the cooperative. The agreement with Guzman energy promises to stabilize member energy costs through fixed wholesale power rates. There is a transition period from the current wholesale provider Xcel Energy. The Guzman contract term begins June 1, 2028 and runs through June 1, 2042.

Current Power Purchase Agreement Terms (full Agreement attached):

- September 30, 2025, signed extended PPA with YVEA for base price per kWh of the Generating Facility for $0.0521 kWh;
- Current contract term runs January 1, 2026 through May 31, 2028.
- At the end of the term, the Agreement may be renewed or extended. To initiate renewal, either party may provide written notice to the other no earlier than 18 months prior to the expiration of the term.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation:

Would like to convene a negotiating committee to work on this in 2027.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

UYWCD Policy Statement 2

Attachments:
Current Power Purchase Agreement

POWER PURCHASE AGREEMENT

THIS POWER PURCHASE AGREEMENT ("**Agreement**") is dated as of September 30, 2025 and is by and between **UPPER YAMPA WATER CONSERVANCY DISTRICT**, a quasi-municipal subdivision of the State of Colorado ("**Seller**") and **YAMPA VALLEY ELECTRIC ASSOCIATION, INC.**, a Colorado cooperative association ("**Purchaser**").

RECITALS

A. Seller is the owner and operator of a reservoir, dam, and hydroelectric generating plant commonly known as the Stagecoach Reservoir, Routt County, Colorado (FERC Project No. P-9922-000) with a design capacity of approximately 800 kW ("**Generating Facility**") which is operating in parallel with Purchaser's electric grid under that certain Transmission Service Agreement dated February 13, 1987 between Colorado-Ute Electric Association, Inc., Purchaser and Seller ("**Transmission Service Agreement**").

B. Seller wishes to sell exclusively to Purchaser, and Purchaser desires to purchase, subject to the terms and conditions hereof, the energy output of the Generating Facility.

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the representations, warranties, conditions and promises contained in this Agreement, and intending to be legally bound by this Agreement, the Parties agree as follows.

1. INTERPRETATION AND DEFINED TERMS

1.1 In addition to the defined terms above, the following capitalized terms shall have the following meanings:

"**Agreement**" means this Power Purchase Agreement and all Schedules attached hereto, all as may be hereafter amended.

"**Applicable Laws**" means all laws, statutes, rules, regulations, and orders of any federal, state, county, or other governmental body, agency, or other authority, having jurisdiction over the Parties or the Generating Facility.

"**Billing Period**" means the period of time between consecutive monthly meter reading dates to be conducted each calendar month.

"**Business Day**" means any day other than a Saturday, Sunday or a day on which banking institutions in Denver, Colorado are authorized or obligated by law or executive order to be closed.

"**Codes and Standards**" means the National Electric Code, the National Electrical Safety Code, the American National Standards Institute, the Western Electricity Coordination Council, the Institute of Electrical and Electronic Engineers and the Underwriter's Laboratory, specifically including, without limitation, those listed in Schedule A all as may be amended from time to time.

"**Commencement Date**" means January 1, 2026.

"**Energy Output**" means the total quantity of all electrical energy generated by the Generating Facility (measured in kWh) in any given period of time.

"**FERC**" means the Federal Energy Regulatory Commission.

"**Forced Outage**" means an immediate full or partial interruption of the generating capability of the Generating Facility that is not the result of (i) a request by Purchaser in accordance with this Agreement, (ii) a Scheduled Outage or (iii) an event or occurrence of Force Majeure.

"**Good Utility Practice**" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

"**Interconnection Facilities**" means all equipment, facilities, relays, switchgear, circuit breakers, surge arrestors, overvoltage trips, grounding, protective devices, and related equipment necessary to physically and electrically interconnect the Generating Facility to the YVEA System excluding Upgrades.

"**kWh**" means kilowatt-hour alternating current.

"**Metered Energy Output**" means the Energy Output delivered to the YVEA System at the Point of Delivery as measured by the Metering System.

"**Metering System**" means all meters, metering devices current transformers, potential transformers, and data acquisition and communication equipment and lines used to measure the Energy Output at the Point of Delivery and to transmit the readings to the Purchaser's control center.

"**Party**" or "**Parties**" means Purchaser or Seller or both, as the context may require.

"**Point of Delivery**" means the point of interconnection of the Generating Facility to the YVEA System at the high voltage side located at the base of Stagecoach Dam as shown on Schedule B (Drawing SC-1).

"**Renewable Energy Certificates**" has the meaning used in C.R.S. §40-2-124 and 4 CCR 723-3 (and more specifically PUC Rules 3650-3699), as may be amended, and shall be deemed to include any and all rights to credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to generation from renewable energy sources and/or displacement of conventional energy generation.

"**Scheduled Outage**" means a planned full or partial interruption of the Generating Facility's generating capability that (i) is not a Forced Outage; (ii) has been scheduled and allowed by Purchaser in accordance with Paragraph 8.3; and (iii) is for inspection, testing, preventive maintenance, corrective maintenance or improvement of the Generating Facility or the Interconnection Facilities.

"**Technical Specifications**" means Purchaser's technical specifications as provided in its rules and regulations, policies, and operating procedures, as may be amended by Purchaser from time to time.

"**Term**" is defined in Section 3

"**Upgrades**" means the additions, modifications, and upgrades to the YVEA System at or beyond the Point of Delivery to facilitate interconnection of the Generating Facility and render the transmission service necessary to effect the interconnection of Seller's wholesale sale of electricity in interstate commerce. Upgrades do not include Interconnection Facilities.

"**WREGIS Account**" means an account established with the Western Renewable Energy Generation Information System (WREGIS), an independent, renewable energy tracking system for the region covered by the Western Electricity Coordinating Council (WECC), or its successor entity. If at any time WREGIS ceases operation, the Parties shall cooperate to determine and utilize an appropriate entity for confirmation and tracking of each Renewable Energy Credit generated at the Generating Facility and subject to this agreement.

"**YVEA System**" means the electric power transmission/distribution grid, lines, transformers, substations, and other facilities owned and operated by Purchaser.

1.2 Further, in interpreting this Agreement:

1.2.1 Except where expressly stated otherwise, the headings of the Paragraphs are primarily for convenience and in the event of a conflict between a heading and the more specific provision of a Paragraph, the language of the Paragraph shall control in construing the provisions of this Agreement;

1.2.2 The singular includes the plural and vice versa;

1.2.3 References to Sections, Paragraphs, Schedules and similar designations are, unless the context otherwise requires, references to designations in this Agreement; and

1.2.4 References to any agreement, enactment, ordinance or regulation include any amendment thereof or any replacement in whole or in part.

2. SALE AND PURCHASE OF ENERGY

2.1 Sale to Purchaser. Subject to, and in accordance with, the terms of this Agreement, during the Term of this Agreement (i) Seller shall make available and sell exclusively to Purchaser

the entire Energy Output of the Generating Facility and (ii) Purchaser agrees to purchase all Metered Energy Output of the Generating Facility, up to a maximum of 800 kW.

2.2 Price. Purchaser shall pay to Seller a base price per kWh for the Metered Energy Output of the Generating Facility based upon the following:

2.2.1 For the Term (defined below): $0.0521 kWh;

3. TERM

3.1 Term. The term of this Agreement shall commence on the Commencement Date and shall end May 31, 2028, unless this Agreement is terminated earlier pursuant to the provisions of this Agreement ("**Term**"). Any early termination of this Agreement shall be without prejudice to all rights and obligations of the parties accrued under this Agreement prior to such termination.

3.2 At the end of the Term, this Agreement may be renewed or extended by agreement of the Parties. To initiate the renewal or extension process, either Party may provide written notice to the other Party no earlier than 18 months prior to the expiration of the Term, indicating its interest in renewing or extending the Agreement. If the Parties agree to renew or extend, they shall execute a written amendment to this Agreement or new agreement specifying the terms of the renewal or extension, including any changes to the original terms. If mutual agreement is not reached and documented in writing before the expiration date, this Agreement shall terminate as herein provided. The decision to renew or extend this Agreement shall be entirely within the discretion of the Parties and nothing in this Section 3.2 shall be construed to obligate any Party to participate in negotiations to renew or extend this Agreement or to agree to any proposed renewal or extension.

4. PAYMENTS AND BILLING

4.1 Billing and Payment.

4.1.1 *Monthly Invoices.* Within five (5) days after the end of each month during the Term of this Agreement, Seller shall prepare and deliver to Seller an invoice reflecting amounts payable pursuant to this Agreement for Metered Energy Output during the prior Billing Period. Seller's invoice shall include calculations in reasonable detail of the amounts owed.

4.1.2 *Payment.* Purchaser shall pay the sums owed under Section 4.1.1 by wire transfer in immediately available funds within thirty (30) days of each monthly invoice to an account that is held and specified by the Seller. If electronic transfer of funds is not practicable or is not desired by the receiving Party, the Parties shall agree on specific alternative payment procedures.

4.1.3 *Special Invoices.* If there is an event for which this Agreement specifies payment of any other amounts, the Party to be compensated shall prepare and deliver to the other Party a special invoice that shows the calculation of any amounts due pursuant to this Agreement, specifies the provisions applied, and details the periods of delay or other factors on which the claim is based. Amounts under special invoices shall be due 30 days after the date of the invoice.

4.2 Disputed Invoices. If either Party, on reasonable grounds, disputes any portion of an invoice or the correctness of the amount received in payment of an invoice, then it shall, within

14 days of the receipt of such invoice or payment, serve a notice on the other Party indicating the amount and basis of the dispute. Neither Party shall be required to pay a disputed amount pending resolution of the dispute. The dispute shall be settled by mutual discussion and, if necessary, resolved pursuant to Paragraph 14 (Resolution of Disputes). If it is determined that either Party owes the other an amount of money, the owing Party shall, within 7 days after its receipt of such determination, pay such sum together with interest at a rate equal to eight percent (8%) to the other Party in the manner specified for payment of the disputed invoice.

4.3 Renewable Energy Credit. Upon payment by Purchaser, each Renewable Energy Credit associated with the Metered Energy Output shall be automatically deemed conveyed to the Purchaser in the Purchaser's WREGIS account. Seller shall cooperate with Purchaser upon Purchaser's request by providing additional documentation or confirmation relating to the conveyance of the same.

5. SUBSCRIPTIONS FOR ENERGY MARKETING PROGRAM

5.1 Subscriptions for Stagecoach Hydro Energy Marketing Program. Seller shall have the right, but not the obligation, to seek subscribers to a new Stagecoach hydro energy Marketing Program ("**Marketing Program**") to be developed by Purchaser which will permit certain customers of Purchaser ("**Subscriber(s)**") to market to the public a statement that a portion of such Subscribers' energy usage is generated by the Generating Facility. Purchaser shall develop and implement the Marketing Program (initially in the form of Schedule B attached as may be amended from time to time by Purchaser) to be effective as soon as possible but no later than January 1, 2016. The Marketing Program shall be available to Purchaser's power customers with annual energy usage in excess 1.5 million kWh in the Purchaser's service territory. Customers who wish to do so, may subscribe to the Marketing Program which shall allow them to claim credit for the use of "local, renewable hydroelectric power from the Stagecoach Hydroelectric Project." Each Subscriber may be required to enter into a direct contractual relationship with Purchaser, in the form of subscription agreement ("**Subscription Agreement**"). Purchaser shall have the right, but not the obligation, to monitor the Subscriber's compliance with the terms of the Marketing Program. Seller shall have the right to use commercially reasonable efforts to assure that Subscribers do not claim credit for the use of "local, renewable hydroelectric power from the Stagecoach Hydroelectric Project" or make substantially similar representations when they are not entitled to do so under the terms of the Marketing Program.

5.2 Fee for Marketing Program. The amount paid by each Subscriber ("**Program Fee**") for the Marketing Program shall be established by Seller from time to time and approved by the Purchaser, provided the Seller shall not change the Program Fee more frequently than every 36 months and shall provide Purchaser at least 6 months notice in advance of the new effective date. Purchaser shall notify Seller within 45 days of the commencement or discontinuance of subscriptions to the Marketing Program so that Seller may seek new subscribers at any time that the Marketing Program is not fully subscribed, but Purchaser shall not be liable for time periods for which the Marketing Program is not fully subscribed. Purchaser shall bill Subscribers monthly for the Program Fees and shall remit the Program Fees actually collected to Seller for the prior month by the 15th day of each month. In billing, collecting and remitting the Program Fees, Purchaser is acting as a nominee for and on behalf of Seller, but undertakes no duties, fiduciary or otherwise, other than to remit to Seller any Program Fees actually collected. If a Subscriber does

not pay the Program Fees, Purchaser shall have no obligation to take any action collect or enforce payment of the Program Fees. If a Subscriber does not pay its entire invoice owed to Purchaser, all sums paid shall be applied to pay all other amounts due to Purchaser first, prior application to the Program Fees.

5.3 Marketing Program Materials. Seller shall provide Purchaser with a copy of all materials and advertisements promoting the Marketing Program for Purchaser's prior approval. Purchaser agrees to cooperate with Seller in the promotion of the Marketing Program to such commercial and large power customers, but Purchaser shall be under no affirmative obligation to do so.

5.4 Subscription Agreements. Purchaser may from time to time implement and change the form of the Subscription Agreement for Subscribers. The Subscription Agreement will provide, among other things, (i) the Subscriber's acknowledgement that the power transmitted in the YVEA System is not separated by source and therefore no assurance is given that the power delivered to the Subscriber was or will be actually generated by the Generating Facility, (ii) the Subscriber's acknowledgement that Purchaser is acting as a nominee for Seller, and (iii) an indemnification by the Subscriber of Purchaser against any claims arising from Subscriber's use of the Marketing Program.

5.5 Cost of Marketing Program. Purchaser agrees to absorb its overhead costs related to the implementation of the Marketing Program and the Subscription Agreement and the billing and transmittal of the Program Fees. Seller shall reimburse Purchaser for all other costs and expenses related to the Marketing Program, including the cost of any taxes imposed on Purchaser as a result of collecting the Program Fees.

5.6 Not a Required Fee. The Parties acknowledge that no member of Purchaser shall be required to pay Program Fees as a condition of electric service from Purchaser. The Marketing Program is a service offered by Seller, not Purchaser.

6. INTERCONNECTION

6.1 Interconnection Existing Conditions. A single-line diagram of the Interconnection Facilities existing as of the date hereof is attached as Schedule B. Because the Generating Facility was in existence and interconnected prior to their adoption, the Parties acknowledge that the Small Generator Interconnection Procedures adopted by FERC in Order 2006 and by the Colorado Public Utilities Commission in Rule 3667 are not applicable to the Generating Facility's interconnection with the YVEA System.

6.1.1 Submit to Purchaser for its information a planned schedule of maintenance which is planned to result in an outage greater than 24 hours, which Seller agreed to update annually.

6.2 Seller's Responsibilities. Seller shall, at its sole cost operate, and maintain its Interconnection Facilities needed to interconnect the Facility with the YVEA System at the Point of Delivery in accordance with the terms of this Agreement, Technical Specifications, Good Utility Practice, the approved maintenance plan, and all manufacturers' recommendations. Seller agrees to design and construct any replacements or modifications to the Generating Facility or its

Interconnection Facilities to meet or exceed the standards then in effect provided by the Codes and Standards. Seller shall maintain its Interconnection Facilities on the Seller's side of the Point of Delivery. Purchaser shall have the right to inspect and test such equipment and to object to the use of any equipment if, in the reasonable opinion of Purchaser, the use of such equipment would adversely affect the YVEA System. Seller's Interconnection Facilities shall be connected to the YVEA System by means of suitable switchgear and protective devices.

6.3 Purchaser's Responsibilities. Purchaser will be responsible for the , ownership and operation of its Interconnection Facilities (and associated switchgear and protective devices) needed to deliver the Energy Output from the Point of Delivery to the YVEA System. Purchaser shall be responsible for the costs of operating, maintaining, testing, repairing, replacing, and removing such Interconnection Facilities.

6.4 Access. Upon reasonable notice, Seller shall permit Purchaser access to the Generating Facility as Purchaser shall reasonably require for the inspection and testing of Seller's Interconnection Facilities and Seller shall cooperate with Purchaser in such testing.

6.5 Protective Devices. Seller shall, at its sole cost and expense, maintain the Generating Facility or its Interconnection Facilities protective devices acceptable to Purchaser which shall, at a minimum, operate to automatically disconnect the Generating Facility and shut down the Generating Facility in the event of any failure or shut down of the YVEA System. Seller shall provide to Purchaser, in advance, written notice of any changes to be made to the Generating Facility or its Interconnection Facilities that may affect the proper coordination of protective devices between the two systems. Seller shall not disable or otherwise change or modify any protective equipment in its Generating Facility or in its Interconnection Facilities or change or modify the operation or settings thereof without first requesting and receiving the written approval of Purchaser, which approval shall not be unreasonably withheld. Seller shall, at its sole cost and expense, modify or expand the protective devices at or in physical proximity to the point of interconnection by means of which the Generating Facility is connected to the YVEA System reasonably necessary to protect the YVEA System. Purchaser shall not be liable to Seller for any lost revenues caused by any disconnection of the Generating Facility resulting from the operation of the protective devices.

6.6 Disconnection. Purchaser or Seller may temporarily disconnect the Generating Facility (i) upon any Scheduled Outages or Forced Outages, (ii) as reasonably necessary for inspection, testing, maintenance and repairs as provided in this Agreement, or (iii) if either Party does not operate in a manner consistent with this Agreement. Each Party shall inform the other Party in advance of any scheduled disconnection or as is reasonable after an unscheduled disconnection.

6.7 Testing. Testing, by either Party, shall not relieve the other Party from any payment or performance due under this Agreement.

7. METERING

7.1 Ownership of Metering System. Purchaser shall purchase, install, own, operate and maintain the Metering System used to acquire the performance measurements from which

payments to Seller pursuant to this Agreement are calculated. The metering point shall be at the YVEA System (high voltage) side of Seller's transformer that connects the Generating Facility to the YVEA System. Seller shall be responsible to reimburse Purchaser for all reasonable costs incurred by Purchaser in connection with the design, purchase, installation, operation, maintenance, testing, repair, replacement and removal of the Metering System and the related communication lines.

7.2 Testing and Inspection of Metering Equipment. Testing, inspection, repair, recalibration and replacement of the Metering System shall be performed by the Parties in accordance with the Technical Specifications at either Party's request. The Party who requests testing shall bear all associated costs.

7.3 Measurement of Energy Output.

7.3.1 *Notice of Reading.* Seller shall read the Metering System for the purpose of measuring the Energy Output of the Generating Facility. Seller may request a test of the accuracy of the Metering System, at Seller's expense.

7.3.2 *Inaccurate Meters.* In the event that the Metering System is found to be inaccurate or functioning improperly, the correct amount of Energy Output delivered to Purchaser during the period for which inaccurate measurements were made shall be determined using historical records or other procedures as agreed. The fourteen (14) day dispute period in Section 4.2 shall not be a bar to disputing past payments made as a result of Metering System failures. If the Parties cannot agree, either Party may submit the issue to the dispute resolution procedure under Section 14.

8. OPERATIONS AND MAINTENANCE

8.1 Permits and Licenses. Seller, at its sole cost and expense, shall acquire and maintain in effect all permits, licenses and approvals required by all federal, state, county and local agencies, commissions and authorities with jurisdiction over Seller or the Generating Facility, so that Seller may lawfully perform its obligations under this Agreement.

8.2 Operating Standards. During the Term of this Agreement, Seller shall, at its sole cost and expense, operate and maintain the Generating Facility in accordance with the Technical Specifications, Good Utility Practice and all Applicable Laws.

8.3 Scheduled Outages. Seller shall use its best efforts to advise Purchaser, in writing, of its Scheduled Outages no less than one month prior to each such outage. Seller shall notify Purchaser within a reasonable period after the Generating Facility experiences a Forced Outage.

8.4 Emergencies. Purchaser and Seller shall jointly establish plans for operating the Generating Facility during an emergency affecting Seller or Purchaser.

8.5 Inspection of Records.

8.5.1 *Seller and Purchaser Records.* Each Party shall keep complete and accurate records and other data required by each of them for the purposes of proper administration of this

Agreement. Among other records and data, Seller shall maintain an accurate and up-to-date operating log for the Generating Facility.

8.5.2 *Copies of Records.* Either Party shall have the right, upon reasonable prior written notice to the other Party, to examine or to make copies of the records and data of the other Party relating to the proper administration of this Agreement, at any time during normal office hours during the period such records and data are required to be maintained. All such records or data shall be maintained for a minimum of 60 calendar months after their creation.

9. MUTUAL WARRANTIES OF THE PARTIES

9.1 Warranties. Each Party warrants to the other that:

9.1.1 It is duly formed, validly existing and in good standing under the laws of Colorado and is qualified to do business in Colorado and has complied with all Applicable Laws;

9.1.2 It has full power to carry on business and to enter into, legally bind itself by, and perform its obligations under this Agreement;

9.1.3 The signatories to this Agreement on its behalf are duly authorized and competent to execute and deliver this Agreement as being valid and legally binding on it;

9.1.4 The execution, delivery, and performance of this Agreement, subject to the granting and maintenance of the relevant consents, does not, and will not, constitute a violation of any legal or contractual constraint validly applied to such Party;

9.1.5 There are, to the best of its knowledge, no existing or threatened legal, contractual, or financial matters of any kind that could reasonably be expected to affect materially either its ability to perform its obligations under this Agreement or the enforceability of this Agreement; and

9.1.6 No information given by it in relation to this Agreement contains any material misstatement of fact or omits to state a fact that would be materially adverse to the enforcement of the rights and remedies of the other Party.

10. DEFAULTS AND TERMINATION

10.1 Time. Where the Parties or a Party is required to perform any act or to fulfill an obligation under this Agreement within a specified time, and for any reason that Party cannot perform within the time stated, then that Party may request an extension of the time for performance. The non-requesting Party shall give such requests for extensions of time due and reasonable consideration and shall not unreasonably deny a request, but the non-requesting Party may grant such a request on terms and conditions as to future performance.

10.2 Seller Defaults. Purchaser may give a notice of default under this Agreement (a "**Purchaser Notice of Default**") upon the occurrence of any of the following events, unless caused by a breach by Purchaser of this Agreement (each a "**Seller Event of Default**").

10.2.1 Abandonment of the operation of the Generating Facility by the Seller, without the written consent of Purchaser.

10.2.2 Willful alteration of or tampering by Seller or its employees or agents with the Interconnection Facilities without the prior written consent of Purchaser, except in situations where such actions are taken to prevent immediate injury, death, or property damage and the Seller uses its best efforts to provide Purchaser with advance notice of the need for such actions.

10.2.3 Failure by Seller to make any payment required to be made by it under this Agreement on the due date for the payment.

10.2.4 Except when taken for the purpose of merger or reorganization (provided that such merger or reorganization does not affect the ability of the merged or reorganized entity to perform its obligations under this Agreement), the occurrence of any of the following events:

(a) passage of a resolution by the governing board of Seller for the dissolution of Seller;

(b) admission in writing by Seller of its inability generally to pay its debts as they become due;

(c) bankruptcy or the appointment of a liquidator in a proceeding for the winding up of Seller after notice to Seller and due hearing; or

(d) a court order to wind up Seller; or

10.2.5 Any material breach by Seller of any representation, warranty or covenant in this Agreement.

10.3 Purchaser Defaults. Seller may give a notice of default under this Agreement (a "**Seller Notice of Default**") upon the occurrence of any of the following events, unless caused by a breach by Seller of this Agreement (each a "**Purchaser Event of Default**").

10.3.1 The occurrence of any of the following events, except where done for the purpose of merger or reorganization that does not affect the ability of the merged or reorganized entity, as the case may be, to perform its obligations under this Agreement:

(a) passage of a resolution by the Members of Purchaser for the winding up of Purchaser;

(b) admission in writing by Purchaser of its inability generally to pay its debts as they become due;

(c) bankruptcy or the appointment of a liquidator in a proceeding for the winding up of Purchaser, after notice to Purchaser and due hearing; or

(d) a court order winding up Purchaser;

10.3.2 Failure by Purchaser to make any payment required to be made by it under this Agreement on the due date for the payment.

10.3.3 Willful alteration of or tampering by Purchaser or its employees or agents with the Interconnection Facilities without the prior written consent of Seller, except in situations where such actions are taken to prevent immediate injury, death, or property damage and Purchaser uses its best efforts to provide Seller with advance notice of the need for such actions; or

10.3.4 Any material breach by Purchaser of any representation, warranty or covenant in this Agreement.

10.4 Notice and Cure. A Purchaser Notice of Default or a Seller Notice of Default shall specify in reasonable detail the Seller Event of Default or Purchaser Event of Default, respectively, giving rise to the Notice of Default. In the case of a default set forth in Paragraphs 10.2.3, and 10.3.2, the defaulting party shall have 5 working days (*i.e.*, non-holiday weekdays) within which to cure the default. In the case of a default defined in any other sub-Paragraph of Paragraphs 10.2 and 10.3, the defaulting party shall have 30 calendar days to cure the default.

10.5 Rights and Remedies Upon an Event of Default.

10.5.1 *Seller Default.* If a Seller Event of Default has occurred and the Seller Event of Default has not been cured within the period specified in Paragraph 10.4, Purchaser, in its sole discretion, may take any or all of the following actions:

(a) terminate this Agreement by delivering written notice to the Seller (Purchaser Termination Notice) or

(b) proceed in accordance with Paragraph 14 (Resolution of Disputes) to protect and enforce its rights and to recover any damages to which it may be entitled, including all costs and expenses reasonably incurred in the exercise of its remedy, or

(c) at its election, take such steps as are reasonably necessary to cure the default before so proceeding.

10.5.2 *Purchaser Default.* If a Purchaser Event of Default has occurred and the Purchaser Event of Default has not been cured within the period specified in Paragraph 10.4, Seller, in its sole discretion, may take any or all of the following actions:

(a) terminate this Agreement by delivering written notice to Purchaser (Seller Termination Notice) or

(b) proceed in accordance with Paragraph 14 (Resolution of Disputes) to protect and enforce its rights and to recover any damages to which it may be entitled, including all costs and expenses reasonably incurred in the exercise of its remedy, or

(c) at its election, take such steps as are reasonably necessary to cure the default before so proceeding.

10.5.3 *Nature of Rights on Default.* These rights and remedies shall not be exclusive but, to the extent permitted by law, shall be cumulative and in addition to all other rights and remedies existing at law, in equity or otherwise. The Parties may seek to exercise such rights and remedies only in accordance with the procedures set forth in Paragraph 14 (Resolution of Disputes). The Parties may exercise each right and remedy afforded by this Agreement or by law from time to time and as often as reasonably deemed expedient by the Party exercising this right. No delay by, or omission of, Seller or Purchaser to exercise any right or remedy arising upon any event of default of the other Party shall impair any such right or remedy or constitute a waiver of such event or an acquiescence thereto.

10.5.4 *Limitation on Damages.* Notwithstanding the above, the total amount of economic damages for loss of revenue that Seller shall be entitled to for any breach of this Agreement by Purchaser shall not exceed, in the aggregate, the actual value of the Energy Output during the remaining Term of this Agreement less all amounts received or that could have been received by Seller for the sale of the Energy Output for the remaining Term of the Agreement, discounted to a present value using the prime rate of interest published by the Wall Street Journal.

10.6 Termination. Upon termination of this Agreement and the failure of the Seller to negotiate a new interconnection agreement and a wheeling agreement with the Purchaser for use of the YVEA system to deliver the Energy Output to another purchaser, the Generating Facility will be disconnected from the YVEA System. All costs required to effectuate such disconnection shall be borne by Seller. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of the termination. The provisions of this article shall survive termination or expiration of this Agreement.

11. FORCE MAJEURE

11.1 Meaning of Force Majeure. In this Agreement, "Force Majeure" means any event, circumstances, or combination of events or circumstances beyond the reasonable control of a Party that materially and adversely affects the performance by that Party of its obligations or the enjoyment by that Party of its rights under or pursuant to this Agreement, including, but is not limited to acts of Nature and acts of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism, or sabotage. Force Majeure shall expressly not include the following conditions, except to the extent they result from an event or circumstances of Force Majeure: unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, or consumables for the Generating Facility; a delay in the performance of any contractor; non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omissions, (b) failure to comply with applicable laws, or (c) breach of, or default under, this Agreement.

11.2 Consequences of Force Majeure. Upon the occurrence of a Force Majeure event or circumstances, the non-performing Party shall, within forty-eight (48) hours, give the other Party written notice describing the particulars of the occurrence. The suspension of performance shall be of no greater scope and of no longer duration than is required by the Force Majeure. The non-performing Party shall use its best efforts to remedy its inability to perform; and when the non-

performing Party is able to resume performance of its obligations under this Agreement, that Party shall promptly give the other Party written notice to that effect. Neither Party shall be deemed in breach of this Agreement because of any failure or delay in complying with its obligations pursuant to this Agreement due solely to Force Majeure.

12. INDEMNIFICATION AND LIABILITY

12.1 Indemnity by Seller. To the extent permitted by law, Seller shall indemnify Purchaser for any loss of or damage to property, death or injury to person, and any other liabilities, damages, losses and reasonable costs and expenses, including, but not limited to; legal fees and expert witness fees (collectively, "**Damages**") for any claim against Purchaser:

12.1.1 In connection with the design, construction, ownership, operation or maintenance of the Generating Facility, Metering System, or the Seller's Interconnection Facilities, Damages resulting from the actions or inactions of Seller or its agents;

12.1.2 In connection with, arising out of, or resulting from, any breach of warranty, material misrepresentation by Seller, or non-performance of any term, condition, covenant or obligation to be performed by Seller under this Agreement;

12.1.3 In connection with any claim, proceeding or action brought against Purchaser under any applicable national or local environmental laws or regulations, and Damages resulted from Seller's ownership of the site or operation of the Generating Facility; and

12.1.4 In any way related to the Marketing Program.

Seller's indemnities, however, shall not extend to any loss, damage, death, injury, liability, costs or expenses (or any claim in respect thereof) to the extent that they were caused by any gross negligence or intentional wrongdoing of Purchaser or its agents.

12.2 Indemnity by Purchaser. To the extent permitted by law, Purchaser shall indemnify Seller for Damages for any claim against Seller:

12.2.1 In connection with the design, construction, ownership, operation or maintenance of the YVEA System, Damages resulting from the actions or inactions of Purchaser or its agents;

12.2.2 In connection with, arising out of, or resulting from, any breach of warranty, any material misrepresentation by Purchaser or non-performance of any term, condition, covenant or obligation to be performed by Purchaser under this Agreement; or

12.2.3 In connection with any claim, proceeding or action brought against Seller under any applicable national or local environmental laws or regulations, and Damages resulting from Purchaser's ownership or operation of the YVEA System.

Purchaser's indemnities, however, shall not extend to any loss, damage, death, injury, liability, cost or expense (or any claim in respect thereof) to the extent that it was caused by any gross negligence or intentional wrongdoing of the Seller or its agents.

12.3 Notice of Proceedings. Each Party shall promptly notify the other Party as soon as reasonably practicable after the relevant party becomes aware of any claim or proceeding with respect to which, but for the provisions of Paragraph 12.4, it is entitled to be indemnified under this Paragraph.

12.4 Basket Limitation. Neither Party shall be entitled to make any claim under this Paragraph until such time as all such claims by the Party exceed $10,000 in the aggregate, or until such claim, if not made, would be barred by the statute of limitation, at which time all such claims of that party may be made. When aggregated claims in excess of $10,000 have been made, the same rule shall apply with respect to future claims.

12.5 Obligation to Defend. Each Party on reasonable grounds shall have the right, but not the obligation, to contest, defend and litigate (and to retain legal advisers of its choice for that purpose) any claim, action, suit or proceeding by any third party brought against it, with respect to which the Party is entitled to be indemnified pursuant to this Paragraph 12, with the Party's reasonable costs and expenses of such action subject to said indemnity. The indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding at its expense and through legal advisers of its choice, if it (a) gives notice of its intention to do so to the Party entitled to indemnification, (b) acknowledges in writing its obligation to indemnify that Party to the full extent provided by this Paragraph 12, and (c) reimburses that Party for the reasonable costs and expenses previously incurred by it prior to the assumption of such defense by the indemnifying Party. Neither Party shall settle or compromise any claim, action, suit or proceeding in respect of which it is entitled to be indemnified by the other Party without the prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld.

12.6 Limitation on Damages. Each Party's liability to the other Party for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including loss of business opportunity or profits, regardless of whether such damages were foreseen.

13. INSURANCE

13.1 Insurance Coverage. At all times during the term of this Agreement, Seller shall obtain and maintain at its own cost commercial general liability insurance with bodily injury and property damage limits of at least $1,000,000 per occurrence, and in the aggregate, and subject to deductibles acceptable to Purchaser.

13.2 Endorsements. Seller shall cause its insurers to amend such of its insurance policies as are applicable with the endorsement terms set forth immediately below:

13.2.1 Purchaser as an additional insured under the commercial general liability policies;

13.2.2 Insurance is primary with respect to the interest of Purchaser and any other insurance maintained by Purchaser is excess and not contributory; and

13.2.3 These policies may not be canceled, renewed or materially changed by the insurer without giving thirty 30 days prior written notice to Purchaser.

13.3 Use of Proceeds of All Risks/Operational Insurance. The proceeds of any property insurance obtained shall be applied to the repair of the Generating Facility.

13.4 Certificates of Insurance. Seller shall on request, cause its insurers or agents to provide Purchaser with certificates of insurance evidencing the insurance policies and endorsements required by this Paragraph 13.

14. RESOLUTION OF DISPUTES

14.1 Mutual Discussions. If any dispute or difference of any kind whatsoever (a "**Dispute**") arises between the Parties in connection with, or arising out of, this Agreement, the Parties within 30 days shall attempt to settle such Dispute in the first instance by mutual discussions between Seller and Purchaser. If the Dispute cannot be settled within 30 days by mutual discussions, then the Dispute shall be finally settled under the provisions of this Paragraph 14.2.

14.2 Arbitration. Any Dispute between the Parties arising out of, or in connection with, this Agreement and not settled by Paragraph 14.1 may (regardless of the nature of the Dispute) be submitted by either Party to arbitration with the Judicial Arbiter Group and finally settled in accordance with Rules of the American Arbitration Association.

14.3 Continued Performance. During the pendency of any arbitration (a) Seller shall continue to perform its obligations under this Agreement to, among other things, provide Energy Output; (b) Purchaser shall continue to pay all amounts when due, in accordance with Paragraph 4 (Payments and Billing); and (c) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in Dispute.

15. NOTICES

15.1 Procedure for Giving Notice. All notices or other communications (together "notices") to be given or made hereunder (including, but not limited to, account information for payments) shall be in writing, shall be addressed for the attention of the person indicated in Paragraph 15.2 below and shall either be delivered personally, by overnight carrier such as Federal Express, or sent by prepaid post (with receipt acknowledgment required) or by email or fax. Notices given by email shall be confirmed by a written copy of the notice delivered or sent as prescribed in this Paragraph. The failure to so confirm shall not vitiate actual notice.

15.2 Addresses for Notices. The addresses for service of Parties and their respective telex and fax number shall be:

For Purchaser:
Yampa Valley Electric Association, Inc.
Attention: Scott Blecke
Address: 2211 Elk River Road, Steamboat Springs, CO 80487
Telephone: 970-879-1160
Email: SBlecke@gmail.com

For Seller:
Upper Yampa Water Conservancy District
Attention: Andy Rossi
Address: PO Box 775529, Steamboat Springs, CO 80477-5529
Telephone: 970-871-1035
Email: arossi@upperyampawater.com

A Party may modify its address information by notice provided as prescribed in this Paragraph. The information shown above shall be deemed correct unless and until modified as provided herein.

15.3 Effectiveness of Notice. Notices under this Agreement shall be effective only upon actual delivery or receipt thereof.

16. MISCELLANEOUS PROVISIONS

16.1 Variations in Writing. All additions, amendments or variations to this Agreement shall be binding only if in writing and signed by duly authorized representatives of both Parties.

16.2 Entire Agreement. This Agreement and its accompanying Schedules together represent the entire understanding between the Parties with respect to the subject matter of this Agreement and shall, as of the Commencement Date, supersede any or all previous agreements or arrangements (whether oral or written) between the Parties with respect to the Generating Facility including the Transmission Service Agreement.

16.3 Waivers. No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall: (a) operate or be construed as a waiver of any other or further default whether of a like or different character; or (b) be effective unless in writing duly executed by an authorized representative of the non-defaulting Party. The failure by either Party to insist on any occasion upon the performance of the terms, conditions or provisions of this Agreement or time or other indulgence granted by one Party to the other shall not thereby act as a waiver of such breach or acceptance of any variation.

16.4 Successors and Assigns. Neither Party may assign or transfer its rights or obligations under, pursuant to or associated with this Agreement without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed. If either Party, on reasonable grounds, objects to the assignment of any the other Party's rights to a lender, such Party shall (a) promptly notify the other of its objection, specifying the reasons for the objection and (b) provide such Party a reasonable opportunity to effect a commercially reasonable cure to the objections. If such Party is unable to cure the objections, the objecting Party may immediately

terminate this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of the Parties.

16.5 No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf or, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

16.6 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

16.6.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however that in no event shall either Party be liable for the actions or inactions of the Seller or its subcontractors with respect to obligations of the other Party under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

16.6.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

16.6.3 The obligations of this Section 16.7 and of this Agreement shall in no manner be construed as a waiver of sovereign immunity of Seller.

16.7 No Liability for Review. No review or approval by a Party of any agreement, document, instrument, drawing, specification or design proposed by the other Party shall relieve the proposing Party from any liability that it would otherwise have had for its negligence in the preparation of such agreement, document, instrument, drawing, specification or design or from the failure to comply with applicable laws with respect thereto, nor shall a Party be liable to the other Party or any other person by reason of its review or approval of an agreement, document, instrument, drawing, specification or design of the other Party.

16.8 No Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to any person not a Party to this Agreement.

16.9 Governing Law. The rights and obligations of the Parties under or pursuant to this Agreement shall be governed by and construed according to the laws of Colorado.

16.10 No Waiver. Nothing in this Agreement shall operate as a waiver of the sovereign immunity of Seller.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day, month and year first mentioned above.

"SELLER"

UPPER YAMPA WATER CONSERVANCY DISTRICT

By: _____

Name: Andy Rossi

Title: General Manager
UYWCD

"PURCHASER"

YAMPA VALLEY ELECTRIC ASSOCIATION, INC.

By: _____

Name: Scott Blecke

Title: CEO

SCHEDULE A

CODES AND STANDARDS

1. IEEE1547 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1 testing protocols to establish conformity)

2. UL 1741 Inverters, Converters, and Controllers for Use in Independent Power Systems

3. IEEE Std. 929-2000 IEEE Recommended Practice for Utility Interface of Photovoltaic (PV) Systems NFPA 70 (2005), National Electrical Code

4. IEEE Std. C37.90.1-1989 (R1994), IEEE Standard Surge Withstand Capability (SWC) Tests for Protective Relays and Relay Systems

5. IEEE Std. C37.90.2 (1995), IEEE Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers

6. IEEE Std. C37.108-1989 (R2002), IEEE Guide for the Protection of Network Transformers

7. IEEE Std. C57.12.44-2000, IEEE Standard Requirements for Secondary Network Protectors

8. IEEE Std. C62.41.2-2002, IEEE Recommended Practice on Characterization of Surges in Low Voltage (1000V and Less) AC Power Circuits

9. IEEE Std. C62.45-1992 (R2002), IEEE Recommended Practice on Surge Testing for Equipment Connected to Low-Voltage (1000V and Less) AC Power Circuits

10. ANSI C84.1-1995 Electric Power Systems and Equipment – Voltage Ratings (60 Hertz)

11. IEEE Std. 100-2000, IEEE Standard Dictionary of Electrical and Electronic Terms

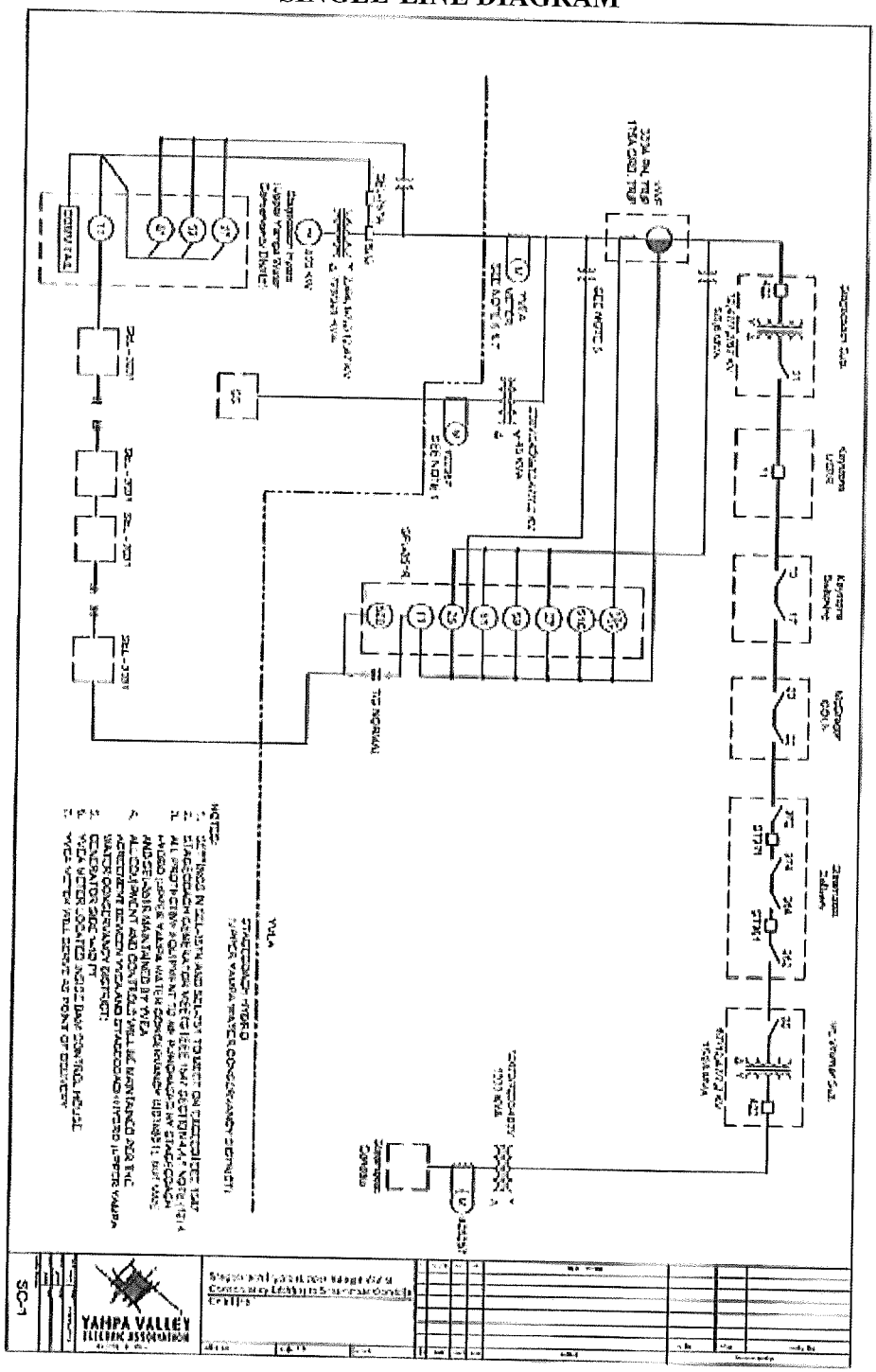
12. NEMA MG 1-1998, Motors and Small Resources, Revision 3

13. IEEE Std. 519-1992, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems

14. NEMA MG 1-2003 (Rev 2004), Motors and Generators, Revision 1

SCHEDULE B

SINGLE-LINE DIAGRAM



SCHEDULE C

TECHNICAL SPECIFICATION

GENERATOR INTERCONNECT (GUIDELINES)

1. Sources

The Producer's facility must produce 60 Hz sinusoidal alternating current at the Yampa Valley Electric Association, Inc ("YVEA") standard voltage (**SECTION III. A (Voltage)**) and phase rotations (ABC counterclockwise), and meet all other operating requirements (harmonics, power quality, etc.) specified herein.

2. PSO (Parallel Systems Operation) or Hot Transfer

A PSO facility transfers power between the Producer and the YVEA System. It is a direct and often desired effect for revenue generating Producers. A Hot Transfer system will typically parallel with the YVEA System for a short time to minimize the disturbance caused by switching between the two systems. Hot transfer systems have the same interconnection requirements unless a fail-safe interlocking system is approved and demonstrated to limit the parallel time to less than one (1) second.

Prompt de-energizing of involved equipment is essential. Producer's facilities shall have adequate protective devices to sense problems on the YVEA System and promptly disconnect from all sources.

PSO can also cause a condition known as "accidental isolating" or "islanding." This condition is created when a portion of the YVEA load is isolated from the YVEA System but is still connected to a Producer's facilities. Such load could continue to operate but at abnormal voltage and/or frequency. Correctly installed protective relaying, installed by the Producer, shall avoid accidental isolating or islanding.

3. GENERAL OPERATING CONDITIONS

A. De-energized Circuits

Producers shall not energize a de-energized YVEA owned circuit(s). Producers will be liable for any accident, injury, or damage resulting from an intentional or unintentional energizing of YVEA circuits. Producers will be disconnected immediately for energizing a de-energized circuit, and will not be reconnected until all issues that resulted in the action are resolved to the satisfaction of YVEA.

B. Disconnecting from Yampa Valley Electric Association Facilities

Producers will disconnect from YVEA facilities when requested for routine maintenance, etc. of YVEA equipment, or if notified by YVEA that system conditions require the removal. YVEA shall disconnect Producer manually or automatically, without notice, for system emergencies. When a Producer is disconnecting from YVEA facilities for its own purposes, Producer's will notify YVEA prior to disconnecting.

C. Revision, Replacement, or Design Change

Any change to the Producer's facility that affects the output, major components, or critical systems must be approved in writing by YVEA prior to the changes taking place.

4. YAMPA VALLEY ELECTRIC ASSOCIATION FACILITY FACTS

A. Circuit Restoration

Because most faults on overhead lines are of a temporary nature, it is the general practice of YVEA to reclose its protection equipment (reclosers) on the distribution facilities within two (2) seconds after automatically tripping open. Relaying shall be installed by the Producer to disconnect the generator(s) from YVEA faulted or isolated facilities before the reclosing operation. During a recloser operation there is some risk that the Producer's relaying is inadequate or too slow to separate the systems before the reclosing operation. The

Producer may desire added protection to mitigate such risk. YVEA may be capable of providing "Hot Line Reclose Blocking" (HLRB) or Synch-Check Supervision at the reclosing point. The Producer is obligated to ascertain the necessity for this added protection. If needed, YVEA shall install, maintain and/or rearrange its equipment for HLRB, or other protection features. All design, materials, construction costs and ongoing maintenance costs associated with the added protection will be done at the expense of the Producer.

The Producer is responsible for ensuring proper disconnection of systems. It should be noted that out-of-sync reclosing is hazardous and potentially destructive to Producer's equipment.

B. **Effective Grounding**

A PSO facility design (through selection of transformer(s), generator(s), grounding, etc.) shall contribute to maintaining an effectively grounded system. Effective grounding limits the voltage rise, typically to 130%, on unfaulted phases during single-line to ground fault conditions. To achieve this, a Producer's facility equivalent impedance (Thevenin equivalent impedance) shall meet the following criteria (reference IEEE Std. 142-1982):

1. The positive sequence reactance must be greater than the zero sequence resistance ($X^1 > R^0$); and

2. The zero sequence reactance must be greater than or equal to two and one-half (2½) times the positive sequence reactance and less than or equal to three (3) times the positive sequence reactance ($2\frac{1}{2} X^1 <= X^0 <= 3X^1$).

When calculating the effective grounding networks, the networks should include the impedance for the following: The step-up transformer, generator sub transient reactance, neutral grounding on the step-up transformer and generator cable runs greater than 50 feet in length.

There are many different system configurations that will meet the effective grounding requirements. Common guidelines and restrictions include, but are not limited to, the following:

4.1.1 Step-up transformer with grounded-wye high side and low side

4.1.2 Step-up transformer with a delta generator and a grounded-wye system must have a reactor in its grounded-wye neutral connection.

4.1.3 Line voltage producing generators, not using a step-up transformer, shall be adequately grounded (with grounding reactor in generator neutral) or use a grounding bank.

Substantial current flow into Producer generator(s) or grounding equipment can be caused by voltage imbalance on the YVEA System. Producer's equipment shall withstand allowable imbalances and operate during such conditions.

Producer shall consult YVEA for normal source impedance and current and voltage imbalance data for a given location before purchasing equipment to ensure all devices are properly rated. Both steady state and short time duty shall be considered. Normal source is the ordinary arrangement of the YVEA facility, while a temporary source, due to maintenance, construction or emergency activities, will alter the source impedance of a Producer facility. Future changes to the YVEA System can impact the Producer's system. Any changes to the Producers system that are required to meet YVEA System changes are the responsibility of the Producer.

Solidly grounded generators can be harmonic sources or sinks and should be avoided. Generators that cannot tolerate severe phase current imbalance should have a grounding bank.

C. **YVEA Ground Relays**

When a Producer's facility is operating in parallel with a YVEA facility, the ground relays associated with the YVEA substation will become de-sensitized during a single-line to ground fault. To maintain protection of YVEA facilities, the Producer shall not limit the YVEA contribution to a single-line to ground fault to less than 90% of the value without the Producer's ground source on line.

Before a Producer selects a site and purchases equipment, YVEA recommends that the Producer's plans be reviewed by YVEA Engineering Department. YVEA may limit a Producer from adding generation to certain feeders due to system requirements and/or protection issues.

D. Ungrounded Distribution Connected Producers

Grounding is required even when anticipated relaying will take the islanded generator off line in a few cycles. This will preclude an ungrounded source from serving a YVEA load for any length of time and/or providing extremely high voltage to other YVEA consumers on the same feeder as the Producer.

5. YAMPA VALLEY ELECTRIC ASSOCIATION FACILITY INTEGRITY

A. General

Interconnection of Producer's facilities with YVEA facilities shall not cause a reduction in the quality of service to other YVEA consumers. Producer's facilities shall not cause abnormal voltages, frequencies, or interruptions. Producer shall immediately disconnect from the YVEA facilities if notified that YVEA receives a high or low voltage, transient voltage, or voltage distortion complaint. The Producer will be allowed to reconnect to the YVEA facility after the Producer has resolved the problem. It is the responsibility of the Producer to maintain the generator(s) in good working order so that the voltage, Total Harmonic Distortion (THD), power factor, and VAR requirements are continually met.

B. Harmonics

Harmonics on the power system from all sources shall be minimized. The THD from the facility shall be measured at the facility's metering point or point of common coupling (PCC). The Producer must meet or exceed the current addition of IEEE Std. 519.

C. Voltage at Distribution Level

Operation of Producer's generator(s) shall not adversely affect the voltage stability of the YVEA System. Adequate voltage control shall be provided by the Producer to minimize voltage deviation on the YVEA System caused by changing generator source or loading conditions. Automatic power factor or VAR controllers shall be provided for installations using synchronous generators. Generator installations greater than five (5) kW shall maintain Power Factors between 95% leading and 95% lagging, inclusive, over an operating range of 25% to 100% of rating during all hours of operation. Operation with a leading power factor (VARS to generator) is a function of generator design and manufacturer rating and difficult for the Producer to control. However, if a Producer's facility is operating with a power factor less than 95% leading, the Producer shall be responsible for installing reactive power compensation to improve the overall power factor to greater than 95% leading. Power factor requirements shall be met at the point of delivery during all hours of operation and over all operating conditions.

Adequate generator reactive power shall be installed to withstand the normal voltage changes on the YVEA System. To insure proper coordination of voltages and regulator operations the generator voltage VAR schedule, voltage regulator and transformer ratings (with taps if applicable) will be jointly determined by Producer and YVEA

Producer created voltage flicker (magnitude and frequency) shall not exceed the values outlined in the current edition of IEEE STD. 141 (Flicker Limits). Voltage flicker percentage is referenced to generator pre-synchronize or motor pre-start conditions. YVEA consumers may have voltage sensitive loads; therefore, if YVEA receives complaints related to Producer's operation, the Producer shall be responsible for reducing voltage variations even if the current operation is within the guidelines.

Voltage flicker is normally measured at the interface between the Producer and YVEA. If voltage flicker problems occur, YVEA may also take measurements at the nearest consumers.

The Producer is responsible for all associated damage caused to the equipment of other YVEA consumers due to voltage flicker issues. It is suggested that a Producer review the "Computer Business Equipment Manufacturer's Association" (CBEMA) curve detailed in IEEE/ANSI Standard 446-1987, for typical equipment sensitivity to very short voltage disturbances.

Metering requirements will vary depending on the size and configuration of the Producer's equipment. Amps, volts, watts, vars, power factor, and harmonics could all be metered and recorded by various devices. Although these devices will probably be specified and installed by YVEA, all costs will be borne by the Producer.

D. Metering

Generation facilities greater than one (1) MW may be required to provide real time telemetry back to the YVEA Dispatch Control Center. All costs associated with the telemetry equipment and the ongoing lease charges of the communications lines shall be the responsibility of the Producer.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 11/18/26

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 Program Report tracks disbursements on an annual basis.

II. Summary and Alternatives:

The $200,000 allocated for the Diversion Infrastructure Improvement Project (DIIP) pilot program was fully expended in July. The Colorado Water Conservation Board accepted the final grant report and the WSRF grant has been closed. The UYWCD board of directors allocated an additional $60,000 in the 2026 budget to continue the grant program, of which $26,404.83 remains.

The Community Grant Fund has awarded $166,200 in 2026, leaving $33,800 remaining for the year. A special grant award of $100,000 was approved for the Whitehaven Mobile Home Park piping that will connect the park to the City of Steamboat Springs water main.

Staff Recommendation: N/A

III. Legal Matters: N/A

IV. Consistency with Board Goals and Policies:
Strategic Initiative: Agricultural Partnerships and Infrastructure, District's Perpetual Work

Attachments:
Attachment 1: 2026 DIIP Grant Disbursement Report
Attachment 2: Community Grant Funding Report

2026 Diversion Infrastructure Improvement Project Grant Funding

Structure Name	Applicant	Disbursement Date	UYWCD Funding	Total Project Cost
Flanders Ranch Ditch and Irrigation Pump	Mary Beth Stephans	7/21/2026	$6,233.57	$66,743.00
Mill Creek Headgate	RR1917 LLC (John Redmond)	7/21/2026	$2,370.23	$4,740.45
Excelsior Headgate Installation	Priest Creek Ranch (Cregan Ortner)	7/21/2026	$4,079.56	$8,159.11
Elgin Creek Ditch Culvert Replacement	Hy Cattle Corporation (Lucinda Greene)	7/21/2026	$2,988.50	$5,977.00
James Wheeler Ditch Flume Replacement	Glen Eden Resort (Toni Klohr and Kaylee Lopez)	7/21/2026	$2,898.91	$5,797.82
JL Smith's Emma Smith Creek Ditch Improvements	Linda Hamlin	8/11/2026	$3,250.00	$6,500.00
Grace Water Meter Update	Lenore Grace	8/11/2026	$1,774.40	$3,548.80
			Total Work Completed:	**101,466.18**
		TOTAL DISBURSED:	**$23,595.17**	
		FUNDS REMAINING:	**$26,404.83**	

2026 Community Grant Funding

Project	Applicant	Date Approved	Amount Approved
Yampatika K-12 Water Education Program	Yampatika	11/20/2024	20,000.00
Bear River Outreach Coordinator	Community Agriculture Alliance	3/19/2025	15,000.00
JC Temple Reservoir Infrastructure Upgrades	B\ Land and Cattle	1/21/2026	25,000.00
Climate Resilient Ranching Hub	Western Resilience Center	3/18/2026	75,000.00
Duquette Ditch	Community Agriculture Alliance	9/16/2026	10,000.00
CR Brown and Moffat Coal Ditch	Kevin Gneiser	9/16/2026	21,200.00
		TOTAL APPROVED:	166,200.00
		TOTAL FUNDS REMAINING:	**33,800.00**

Notes

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 11/18/20226

Item: **New Grant Application – Yampa River Center Feasibility Study**

_____ DIRECTION
_____ INFORMATION
__X__ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

Friends of the Yampa (FOTY) is looking to conduct a feasibility study to determine whether a dedicated River Center should be developed to serve the Yampa River corridor. The first phase of the feasibility study would include a community needs assessment through public surveys and listening sessions across the Yampa Valley, a partner organization and collaboration analysis, interviews with 5-10 peer river centers, and a programmatic space needs assessment. The first phase would be competed over a four month period from February to May 2027.

Phase one of the feasibility study would result in a recommendation for FOTY to (1) go, (2) go with conditions, or (3) wait on advancing to Phase 2 of a feasibility study. Phase 2 would include site selection and financial feasibility for continued development of a Yampa River Center. The purpose of the feasibility study is to formally assess organizational and community interest in a Yampa River Center.

A Yampa River Center could be used as a permanent public venue for water education and community engagement on water matters as well as a shared office and community space for partner organizations.

FOTY first approached the UYWCD BOD regarding a River Center in May 2026 to discuss a specific property that was proposed to be purchased for river center development. As directed, FOTY worked to develop a scope of work and cost estimate for conducting a feasibility study to ensure community demand, partner interest, program needs, and funding capacity to determine whether, where, and how a river center could be built and sustained in the Yampa Valley.

II. Summary and Alternatives:

The total cost for Phase 1 of the feasibility study is $20,000, which includes a 10% contingency. FOTY is requesting $15,000 from the UYWCD Community Grant Fund and plans to provide a 25% cash match of $5,000 as well as in-kind contributions for staff time and marketing of the feasibility study.

The UYWCD Board of Directors may award full, partial, or no grant funding for the project.

III. Staff Recommendation:

Staff recommends approving full or partial funding to complete Phase 1 of the Yampa River Center Feasibility Study outlined above and in the attached application packet. Participating in Phase 1 of this study allows UYWCD to make an informed decision on whether or not the District could benefit from a Yampa River Center.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

Perpetual Work: Public Outreach and Partnerships

Attachments:

Yampa River Center Feasibility Study Grant Application Packet

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: Lindsey Marlow

Organization (if applicable): Friends of the Yampa

Primary Contact Information:

Name: Lindsey Marlow

Address: 743 Oak Street

Phone: 970-367-7044 E-mail: lindsey@friendsoftheyampa.com

Project Information:

Project Name: Yampa River Center Feasibility Study

Project Location: Steamboat Springs Metro Area

Latitude and Longitude or PLSS: Steamboat Springs, approx. 40.485 N, 106.832 W

Yampa River corridor, Town of Yampa to Craig. Facility site TBD (evaluated in Phase 2).

Please attach a site map of project location.

Brief Project Summary (250 word limit):

Friends of the Yampa (FOTY) requests support for Phase 1 of a feasibility study to determine whether a dedicated River Center should be developed to serve Steamboat Springs and the Yampa River corridor from the Town of Yampa to Craig: a lasting hub for river stewardship, water education, and community gathering, shared by FOTY and other mission-aligned organizations. Over four months, a hired contractor will complete a community needs assessment (surveys and listening sessions across the corridor), a partner organization and collaboration analysis (including UYWCD), interviews with 5-10 peer river centers, and a programmatic space needs assessment, with in-kind support from FOTY board and staff. The study ends with a go / go-with-conditions / wait recommendation on advancing to Phase 2 (site selection and financial feasibility), and can be paused early if community or partner interest is insufficient. Because it formally assesses which organizations are positioned to share space in, fund, and govern a River Center, the study gives UYWCD an early, data-driven way to evaluate a permanent public venue for water education and two-way community engagement on Upper Yampa water issues, before any design or capital decisions are made.

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

___ Infrastructure Improvements

___ Water Quality/Watershed Health

___ Water Supply Planning

X
___ Education and Outreach

___ River Restoration

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

Education and Outreach. UYWCD defines this category as providing science-based information on water uses, issues, management, quality, and watershed health. A River Center would create a permanent public place to do exactly that; this study determines whether, where, and how one can be built and sustained.

Project objectives and how each addresses the category:
1. Assess community demand. Surveys and listening sessions across Steamboat Springs and the corridor will measure residents' interest in river and water education, a community gathering location, and their general location preferences.
2. Assess partner interest, program needs, and funding capacity. A partner-by-partner assessment, including UYWCD, will identify which water, conservation, agricultural, and recreation organizations want to deliver education and outreach from a shared facility.
3. Define what must be built and operated. A Programmatic Space Needs Matrix will size classroom, exhibit, and gathering space against documented demand, so education programming drives future design.
4. Learn from peer river centers. Interviews with 5-10 comparable centers will benchmark visitation, education programming, operating costs, and revenue.
5. Evaluate collaboration versus an independent approach, producing a recommended governance model for shared space.
6. Deliver a clear go / go-with-conditions / wait recommendation.

The study is also outreach in its own right: listening sessions and surveys will engage residents across the corridor in a conversation about the river, how it is used, and the organizations that manage it.

Project Timeline:

Anticipated Start Date: February 1, 2027

Anticipated Completion Date: May 31, 2027

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

Task 1 - Community & Partner Needs Assessment + Peer Learning (Months 1-3, Feb-Apr 2027): Contractor designs and runs surveys, focus groups, and listening sessions; interviews prospective partners (including UYWCD) on interest, space needs, location preferences, and funding capacity; and interviews 8-12 peer river centers. Deliverables: Community Needs Assessment Report; Partner Organization Assessment & Collaboration Options; Peer Learning Report.

Task 2 - Programmatic Space Needs (Months 3-4, Apr-May 2027): Contractor defines required programs and spaces with FOTY input. Deliverable: Programmatic Space Needs Matrix with priority ratings and phasing options.

Task 3 - Go / No-Go Decision (Month 4, May 2027): Integrated synthesis of all findings. Deliverable: Board Decision Summary.

Each deliverable is reviewed by the River Center Committee and partner leadership before it is finalized. No permitting, design, or construction is included.

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

FOTY's River Center Committee will review every deliverable against the scope before it is finalized. FOTY will submit progress reports to UYWCD every six months and a final report with all study deliverables attached.

Measurable outcomes:
- At least 200 community survey responses from across the corridor
- At least 2 community listening sessions
- At least 10 prospective partner organizations assessed, including UYWCD
- 5-10 peer river center interviews completed
- All 5 deliverables completed within the 4-month timeline
- Stage 1 checkpoint: documented decision to continue or pause
- Board go / go-with-conditions / wait vote by Month 4

Results, including the number of partners expressing commitment and community demand findings, will be shared with UYWCD and partner boards.

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)*

This is a planning study and creates no infrastructure, so it carries no operations and maintenance costs. FOTY staff and board time to coordinate the contractor, provide introductions, and review deliverables is contributed in-kind. Long-term operating costs for a future River Center are not yet known, and estimating them is a core purpose of this work: Phase 1 benchmarks operating costs and revenue at 5-10 peer centers and identifies which partners can help fund and sustain the facility. Phase 2 will build 10-year operating projections. Any later phase would be funded through a separate capital campaign toward the $12M goal and partner agreements, not this request.

Does this project require local, state or federal permitting?

___ Yes X No

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

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).

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

___ Yes X___ No

If yes, please explain.

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)

Mission and vision. UYWCD's mission is to responsibly conserve, protect, develop, provide and enhance Upper Yampa water resources for the benefit of the Basin. A River Center would give the Basin a permanent public venue for understanding those resources, and this study ensures any facility is grounded in documented community need and partner commitment.

Public Outreach and Partnerships (perpetual work). The 2025-2030 Strategic Plan commits the District to expanding public understanding of Upper Yampa water issues and the District's role, and to working with partners toward the desired state of Basin water resources. The study directly assesses whether UYWCD and other organizations want a shared, permanent home for that outreach, and on what terms.

Policy statements. The project supports Policy 6 (watershed collaboration advances the mission) by evaluating a shared facility for water, conservation, agricultural, and recreation organizations; Policy 10 (outdoor water recreation is critical to the local economy) by benchmarking visitation and economic impact at peer river centers; Policies 2 and 3 (healthy rivers for all uses; support for environmental and recreational values); and Policy 16 (two-way exchange of information with the community) through corridor-wide surveys and listening sessions.

Strategic initiatives. The Agricultural Partnerships initiative calls for education, outreach, and demonstration projects with CSU Extension, Routt County Conservation District, and Community Agriculture Alliance. The partner assessment will invite these organizations to identify program and space needs so a future Center could host that work.

Desired state. The Plan envisions constituents who understand how the District balances competing interests, and a District that benefits from partnerships promoting conservation and healthy rivers. A professionally scoped River Center is a practical path to both.

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)

Yampa River Integrated Water Management Plan (2022). The IWMP is built on four shared principles, one of which is Education, Understanding and Collaboration. Its final recommendations under that principle include building basinwide capacity, coordination, partnerships, and communication; demonstration projects and outreach; and education on water rights and ditch governance. A River Center would offer a permanent, shared venue for delivering those recommendations, and this study identifies which IWMP partners want to take part. FOTY led environmental and recreation stakeholder outreach for the IWMP and will build on those relationships.

Yampa-White-Green Basin Implementation Plan (2022). The BIP's outreach strategy depends on educating the community about water impacts, Basin challenges, and proposed solutions, and on partnerships among Basin organizations. The BIP also sets a goal to quantify and protect environmental and recreational water uses; benchmarking visitation and economic impact at peer river centers will help document the value of those uses.

Other plans and projects. The City of Steamboat Springs Yampa River Management Plan names FOTY as a partner on riparian revegetation along the river through town. The study will coordinate with existing corridor projects and education providers so a future Center complements, rather than duplicates, their programs.

Budget:

Total Project Cost: $20,000

Requested Amount: $15,000 (75%)

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.*

Friends of the Yampa (applicant/lead): project management, contractor oversight, local knowledge, partner introductions, and deliverable review. Contribution: $5,000 cash match (25%).
Hired contractor (to be selected): conducts all study components and deliverables; paid from project budget.
Upper Yampa Water Conservancy District: requested funder, $15,000 cash; also a prospective partner assessed in the study.
Prospective partner organizations: participate in interviews and provide introductions; in-kind (not quantified).

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

The $20,000 budget reflects a fully contracted engagement and includes a 10% contingency ($1,800). FOTY will hire the contractor under a fixed-scope, not-to-exceed agreement, and the River Center Committee will track spending by stage. Because the study is staged, FOTY can pause after Stage 1 if findings show insufficient interest, before later costs are incurred. Should costs exceed the budget, FOTY will cover the difference through other grants, donor contributions, or general funds, or narrow the scope, without an additional request to UYWCD.

_____ _____

Signature of Applicant Date

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Budget & Timeline Worksheet

Date:28OCT2026

Project Name: Yampa River Center Feasibility Study

Project Applicant: Friends of the Yampa

Matching Funds

Funding Partner*	Cash	In-Kind	Total	Funds Committed (Y/N)
Friends of the Yampa	$ 5,000.00		$ 5,000.00	Y
			$ -	
			$ -	
			$ -	
			$ -	
Total	$ 5,000.00	$ -	$ 5,000.00	

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	Community Service Design & Analysis	1-Feb-27	30-Apr-27		$ 7,000.00	$ 2,000.00		$ 9,000.00
2	Partner & Peer Outreach	1-Apr-27	30-May-27		$ 7,000.00	$ 1,500.00		$ 8,500.00
3	Printing, materials, marketing, direct cost	1-May-27	30-May-27		$ -	$ 1,500.00		
4	Contingency (10%)	1-Feb-27	30-May-27		$ 1,000.00			
								$ -
				Total Project Cost	$15,000	$5,000	$0	$17,500

UYWCD	$15,000
Cash Match	$5,000
In-Kind Match	$0

COMMUNITY
AGRICULTURE
– ALLIANCE –

Upper Yampa Water Conservancy District
Board of Directors

Re: Yampa River Center Feasibility Study, Phase 1—Friends of the Yampa

Dear Members of the Board:

On behalf of the Community Agriculture Alliance (CAA), I am writing to express our support for Friends of the Yampa's request for funding for Phase 1 of the Yampa River Center Feasibility Study.

As an organization dedicated to preserving agriculture and connecting producers, consumers, and the community, CAA recognizes the importance of creating spaces that encourage collaboration and strengthen understanding of our region's land and water resources. As our community grows and changes, this study offers an opportunity to assess how a river center could serve the diverse needs of local residents, organizations, and businesses.

Friends of the Yampa's commitment to completing a feasibility study demonstrates a thoughtful approach to gathering community input and evaluating the project's potential. If awarded funding, CAA would serve as a thought partner to help ensure agricultural perspectives and needs are represented throughout the study. We would help connect the study team with agricultural representatives, participate in the partner assessment, and share our program and space needs for a potential shared facility.

CAA has worked with Friends of the Yampa and the Yampa River Collaborative on several projects, including the Yampa River Stewardship initiative. Through these partnerships, we see opportunities for a river center to increase understanding of agricultural water use, showcase innovation and stewardship, and share information about the water challenges affecting agricultural production in our region.

We encourage the District to support this feasibility study as an important step toward determining how a Yampa River Center could benefit our community and strengthen connections among those who depend on and care for the Yampa River.

Sincerely,

Amber Pougiales

Amber Pougiales
Executive Director: Community Agriculture Alliance

925 Weiss Drive Steamboat Springs, CO 80487 • 970.871.9151

Board of Directors
Upper Yampa Water Conservancy District
2220 Curve Plaza
Steamboat Springs, Colorado 80487

Re: Letter of Support for the Yampa River Center Feasibility Study, Phase 1 (Friends of the Yampa)

Dear Members of the Board:

On behalf of Yampatika, I am writing in support of Friends of the Yampa's application to the Upper Yampa Water Conservancy District Community Grant Funding program for Phase 1 of the Yampa River Center Feasibility Study.

Yampatika's mission is to "inspire environmental stewardship through education." We do this by offering science-based experiential learning programming for people of all ages throughout Northwest Colorado. A key focus of our work is water education. With the Yampa, White, and Green Rivers flowing through our region and the myriad stressors on our water supply, water quality, and aquatic species, the work of educating youth and adults about the dynamic features of our unique watersheds is critical.

A River Center serving Steamboat Springs and the river corridor from the Town of Yampa to Craig could be a could become a lasting, shared home for stewardship, education, and community gathering. Th Yampa Valley is one of the few communities with a vital waterway running through it that does not have a facility for imparting water education and connecting residents and visitors to that resource.

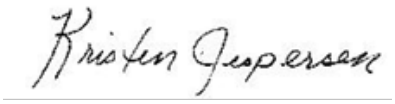
A critical first step in the process of evaluating whether, how, and where a Yampa River Center should be established is understanding the needs and interests of the community in such a resource. A feasibility study of the proposed study will offer clear evidence of community demand, partner commitment, and program needs. This study is designed to provide exactly that. If funded, Yampatika is committed to working with Friends of the Yampa, Upper Yampa Water Conservancy District and other partners to carry out the following:

- Participate in the study's partner assessment, sharing our program and space needs and our interest in a shared facility.
- Connect the study team with our members, constituents, and networks so their voices are reflected in the community needs assessment.
- Support the study as a valuable planning effort for the Yampa Valley, though we are not currently seeking space in a future Center.

Whether or not the study points to a strong community need for a Yampa River Center, the information gathering through the feasibility study process will help inform our water education programming and how we deliver it.

The study also advances shared regional priorities, including the Education, Understanding and Collaboration principle of the Yampa River Integrated Water Management Plan and UYWCD's commitment to expanding public understanding of Upper Yampa water issues. We encourage the Board to fund this request.

Sincerely,



Kristen Jespersen
Executive Director

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Holly Kirkpatrick

Date: 11/18/26

Item: **Community Grant Funding Project Guidelines**

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x_____ DIRECTION
_____ INFORMATION
x_____ MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

As discussed at the UYWCD Board Retreat in July 2026, several changes have been incorporated into a revised draft of the Community Grant Funding Project Guidelines attached for your review. The primary changes in the attached document are as follows:

a. Increase in funding to $400,000 annually (if approved in the 2027 budget)
b. UYWCD board authorization required for grant requests over $25,000
c. General Manager authorized to execute grant funding contracts of no more than $25,000
d. Limit grant requests to $100,000 per application
e. Removal of river restoration projects from categorical inclusion
f. Determination that grant funds shall not be utilized for recurring program costs - Ongoing education and outreach programs were removed from categorical inclusion. Although, specific education/outreach campaigns may be considered. Projects that have been successfully initiated and request funding for recurring program costs would be considered for an annual sponsorship rather than recurring grant awards.
g. Progress payment structure that allows for advance payment of up to 25%, two additional 25% progress payments, and final 25% payment upon project completion. Project proponents may also forgo progress payments and receive the Total Award upon project completion.

II. Summary and Alternatives:

Please carefully review the revised Community Grant Funding Project Guidelines and discuss any proposed changes prior to approval.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation:

Approve the 2027 Community Grant Funding Project Guidelines as written or with revisions.

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

Continue to support the needs of water users within the District through grant programs.

Attachments:

Attachment 1: Community Grant Funding Project Guidelines

Community Grant Funding Project Guidelines

Background:

As water challenges grow more complex with shifting hydrology, increasing demands, and heightened awareness of the ecological importance of healthy rivers, the Upper Yampa Water Conservancy District (UYWCD) recognizes the importance of collaboration with organizations across our communities to support projects that align with the mission, vision, and priorities of the UYWCD.

In 2025, the UYWCD Board of Directors adopted a 5-year UYWCD Strategic Plan that includes policy statements, strategic initiatives, and perpetual work that reflect the UYWCD's responsibilities, values, and priorities. 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.

Since 2020, the UYWCD has awarded over $1 million in Community Grant Funding to 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.

In 2027, the UYWCD Board of Directors allocated $400,000 in the annual budget to assist with local projects that fall within the criteria and guidelines below. The maximum award for any single application to the Community Grant Fund shall not exceed $100,000.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

Eligibility:

Entities: Entities eligible to apply for Community Grant Funding 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, homeowner's associations, and partnerships;
3. Non-governmental organizations including non-profit and for-profit organizations and corporations.
4. Private landowners and individuals.

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, which may include in-kind contributions and other funding sources, of at least 25% of the estimated total project cost.
4. Provide progress reports demonstrating measurable outcomes within a time period determined to be reasonable by UYWCD and the applicant.
5. Be completed within three years of the grant award or request a grant extension from the UYWCD Board of Directors if project completion exceeds three years.

The UYWCD has determined that completed projects will not be considered for funding and that grant funds should not be utilized for the purpose of funding recurring program costs.

Project Categories:

Initiation and completion of projects that align with the mission, vision, and strategic plan of the UYWCD may be considered. Projects may fall within the following categories:

1. Infrastructure Improvement Projects:
   Projects may include design and construction for direct diversion and water storage infrastructure at the point of diversion for existing water storage and delivery projects. Wells and water distribution systems to individual homes and residences are not eligible.
2. Water Supply Planning Projects:

Projects that address the needs of changing climate conditions, populations shifts, and other changes that may impact long-term water supply for municipalities and homeowners associations. Projects may include water supply and firm yield analysis or conservation and efficiency improvements that impact water supply and demand. Water rights filings, legal fees, and rate studies will not be considered.

3. Water Quality and Watershed Health Projects:
   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 non-point source pollutants, and secure quality drinking water supplies for the Yampa River Basin.
4. Education and Outreach Projects:
   Projects focusing on program development or specific outreach campaigns to promote science-based information on all water uses, current and future water issues, water management, water quality, and watershed health.

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 including property ownership
- List of matching funds or in-kind contributions from all project partners
- Monitoring/reporting proposal
- Letter(s) of support

Submissions Deadlines & Application Review: Community Grant Funding applications are received on a first-come, first-serve basis. Applications and accompanied documentation may be submitted at any time. Applications will be reviewed internally by District staff, who will make a recommendation to the General Manager or UYWCD Board of Directors for approval at a regular board meeting. Applicants can anticipate six to eight weeks for internal application review, analysis, and funding recommendation contingent upon receiving a complete application.

The General Manager is authorized by the Board to execute the Grant Funding Contracts of not more than $25,000 made pursuant to this Policy on behalf of the UYWCD without further Board action. The General Manager will notify the Board of all such contracts.

Grant funding requests exceeding $25,000 require authorization by the UYWCD Board of Directors at a regular board meeting. Applicants are encouraged to attend this 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 the current year are as follows:

Application Deadline:	UYWCD Board of Directors Meeting:
December 10th	January 20th
February 10th	March 17th
April 10th	May 19th
June 10th	July 21th
August 10th	September 15th
October 10th	November 17th

DRAFT

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)	

Reporting Requirements:

Progress Reports: Applicants will be required to submit a progress report including financial status and tasks accomplished every 6 months following the execution of a grant funding contract until project completion.

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:

The UYWCD's standard distribution of funds is as follows:

Progress Payments: Upon execution of the contract, receipt of required certificates of insurance and notification of project commencement, the UYWCD may distribute a payment of up to 25% of the Total Award.

Two additional progress payments may be made in 25% increments of the Total Award based upon evidence of paid invoices provided by the project proponent.

The remaining 25% of the Total Award will be paid upon a determination that the project is substantially complete, all matching funds have been applied, and the UYWCD has received a completed "Request for Final Payment" form with all required documentation.

Project proponents may forgo progress payments and request payment for the Total Award following determination that the project is substantially complete and all matching funds have been applied.

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

DRAFT

UPPER YAMPA WATER
CONSERVANCY DISTRICT

BOARD COMMUNICATION FORM

From: Jim Haskins

Date: November 18, 2026

Item: 2026 General Manager's Evaluation

X DIRECTION
_____INFORMATION
_____MOTION
_____RESOLUTION

I. Request/Issue and Background Information:

The Upper Yampa Board annually reviews the performance of the General Manager (GM). The Governance Committee (GC) prepared an evaluation form which we have used for the past several years. The form is based on the District's GM Job Description document that was prepared in the spring of 2020 as part of the hiring process for the new GM.

The proposed evaluation form is attached. Each section includes a comment section. If the Directors approve of this draft, it will be sent to all Directors to complete. Responses will remain anonymous.

Andy Rossi will also be asked to use the same questionnaire to provide his self-evaluation. I will compile the results and review them with the Directors and GM at the January Board meeting as per the rules governing employee review as guided by our General Counsel.

II. Summary and Alternatives:

At the November 18, 2026, Board meeting, Directors will be requested to approve the GM evaluation survey (including any desired revisions) and direct that it be distributed to all Board members, returned and results compiled in time for the January evaluation of the GM by the Board.

UPPER YAMPA WATER
CONSERVANCY DISTRICT

III. Staff Recommendation:

N/A

IV. Legal Issues:

N/A

V. Consistency with Board Goals and Policies:

The UYWCD Governance Manual requires the Directors to annually evaluate the performance of the General Manager in a coordinated manner that contributes to the success of the GM and the District as a whole. This evaluation is the proposed means to accomplish that responsibility.

Attachments: 2026 GM Performance Review Survey-DRAFT

Performance Review for UYWCD General Manager
Survey Form for Board Members

(2026)

Period under review: 12 months preceding date of completion of survey

Date of completion: _____

*All members of the Board and the General Manager should complete this form and submit to General Counsel Bob Weiss at: bweiss@wvsc.com no later than **December 15, 2026**. General Counsel will provide the Board President with the completed surveys which he will compile and distribute to the Board and General Manager prior to the January 2027, Board meeting. The results of the survey will be discussed during an Executive Session at the Board meeting, unless the GM requests a public session.*

This form is meant to obtain your feedback, raise questions, and generate discussion amongst the Board and between the Board and General Manager. The evaluation process is intended to result in better alignment of expectations and goals for the organization and the General Manager.

If you think the Board needs to know more about the organization's work in a given area before making an assessment, use the Comment section to address the issue.

Description of Ratings:

- **Outstanding**: Performance over a sustained period of time clearly and consistently exceeds expectations and is outstanding. Both results and how they are achieved are outstanding.
- **Very Good**: Performance clearly meets and sometimes exceeds job requirements and significant contributions are made well beyond job demands.
- **Fine**: Solid and occasionally impressive performance.
- **Improvement Needed**: Performance is frequently unsatisfactory.
- **I Don't Know**

Leadership	Rating
1. Keeps the District focused on its goals and strategic plan.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
2. Anticipates changes in legislation, regulations, data and science, resources, and constituent expectations that affect District activities and recommends appropriate responses.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
3. Motivates staff to produce work that contributes to the District's success.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
4. Strategically assigns staff members with responsibility for outcomes along with the authority and resources needed to produce desired results.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
5. Presents information, ideas, and concepts effectively, verbally and in writing.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
6. Is an effective negotiator.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
7. Works effectively with people in a variety of settings.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
8. Demonstrates a commitment to a culture of responsiveness, timeliness, trust, mutual respect, clear communication, collaboration, integration and coordinated group efforts.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
9. Demonstrates unwavering commitment to professional ethics	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
10. Comments on Leadership	

Governance and Representation	Rating
1. Provides timely information, advice, and guidance to assist the Board in formulating policy and Board action.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
2. Develops and maintains clear and open communications with the Board and other relevant entities.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
3. Provides the necessary liaison and staff support to the Board and its committees to help them fulfill their responsibilities.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
4. Oversees the planning and coordination of Board meetings and collaborates with the Board President to develop meeting agendas.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
5. Coordinates District activities with federal, state, and local public and private organizations.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
6. Is an effective advocate and spokesperson for the District, representing the District's broad range of constituents and priorities.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
7. Comments on Governance and Representation	

Human Resources Planning and Management	Rating
1. Recommends and implements an organizational structure for the District within parameters established by the Board.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
2. Oversees the recruitment, hiring, training, development, compensation, and discharge of staff.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
3. Administers an effective human resources program that includes position job descriptions, performance standards, and regular performance appraisals.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
4. Confers with and advises District staff on issues relating to the operation and management of the District.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
5. Interprets and enforces the District's policies and priorities.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
6. Encourages and supports the professional development of staff members.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
7. Engages effectively, genuinely and professionally with staff members.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
8. Comments on Human Resources Planning and Management	

Operational Planning and Management	Rating
1. Develops and implements a functional work plan that accomplishes objectives prioritized within the District's strategic plan.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
2. Brings significant financial, accounting, budgeting and audit issues to the timely attention of the Board.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
3. Works with the Board to annually review the strategic plan and ensure its priorities are reflected in the District's work plan and budget.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
4. Develops internal procedures to implement and ensure consistency with the strategic plan and adopted Board policies.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
5. Works closely with the District's General Counsel and Board to coordinate legal activities of the District.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
6. Works with the General Counsel to manage the District's water rights portfolio and ensure their due diligence.	☐ Outstanding ☐ Very Good ☐ Fine ☐ Improvement Needed ☐ I Don't Know
7. Comments on Operational Planning and Management	

Are there additional comments you would like to make that are not within the above categories?

BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: November 11, 2026

Item: Water Resumes for September/October

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

I have reviewed the water resumes of water applications filed in Water Divisions 5 and 6 for the month of September and the Water Division 5 resume for October. The water resume for the month of October for Water Division 6 was not available at the time of drafting this memo. I did not see any water court applications that would impact Upper Yampa's Water Rights. I will report on the Division 6 October resume at the upcoming meeting.

BOARD COMMUNICATION FORM

From: Scott Grosscup, legal counsel

Date: November 9, 2026

Item: Water Court Cases Update

_____ DIRECTION
X____ INFORMATION
_____ MOTION
_____ RESOLUTION

Following is an update of the status of water court cases in which the Upper Yampa Water Conservancy District is an Applicant or Opposer.

Case No. 23CW3025 – Moffat County Umbrella Augmentation Plan – The District is monitoring case to ensure no terms and conditions are imposed on the Moffat County plan that would impact Upper Yampa's umbrella augmentation plan. Seven other statements of opposition were filed to the application by: State and Division Engineer, Bruchez Ranch and Flanders Ranch, State Board of Land Commissioners, City of Craig, Tri State Generation and Transmission, Colowyo Coal Company LP, and Sage Creek Holdings LLC. The District has entered into a stipulation with the Applicant consenting to the form of Ruling of Referee. The Applicant has reported it is close to reaching stipulations with all remaining opposers, a follow-up status conference with the Water Referee is scheduled for January 5, 2027.

24CW3031 – PSCO – Application for finding of reasonable diligence for 5,000 acre feet decreed to Juniper Reservoir, with appropriation date of July 9, 1954, to be stored in Steamboat Lake. The District and the State Engineer and Division Engineer, Water Division 6, filed statements of opposition. Upper Yampa has stipulated to the form of Ruling of Referee and we are monitoring the case. The Applicant reached a final settlement with the Engineers and submitted its final proposed ruling to the court. Under the stipulated ruling, PSCO would receive diligence on 5,000 acre feet with limited storage in Steamboat Lake and the original decreed location in Juniper Reservoir being cancelled. In addition, PSCO is required to evaluate the future use of its conditional water rights.

25CW3008 – Storm Mountain Ranch – Application for water storage rights located on Walton creek and plan for augmentation using Upper Yampa's Stagecoach Reservoir supply filed in March 2025. Catamount Metropolitan District, Catamount Development, LLC and the Colorado Water Conservation Board filed statements of opposition. The Division Engineer intervened in November. Upper Yampa has stipulated to the form of Ruling of Referee and we are monitoring the case. Applicant is to provide a final ruling in the case by March 3, 2027 or request a subsequent status conference.

25CW3019 – Stagecoach Reservoir Diligence – UYWCD filed this application for finding of reasonable diligence and to make absolute in part on its portfolio of conditional water rights that may be stored in Stagecoach Reservoir. The application also cancels several alternate points of diversion and places of storage for some of the conditional water rights. Catamount Development, LLC, and the Steamboat Ski & Resort Corporation filed statements of opposition. We received a consultation report recommending that, absent additional information, the conditional water rights be cancelled. We are working on a response to the consultation report and proposed ruling for the parties' consideration.

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
DAY, JANUARY DATE, 20YY (10:30 AM)
MOUNTAIN VALLEY BANK COMMUNITY ROOM
2220 CURVE PLAZA, STEAMBOAT SPRINGS, CO
ONLINE MEETING: XXXXX
PASSCODE:

MATERIALS FOR BOARD PACKET DUE: XXXXX XX 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://www.upperyampawater.gov/board-meetings 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. Appropriate written materials or presentations should be submitted to the District no less than 24 hours in advance to be included in the meeting. 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) **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.
(4) **XX:XX PM** Board Actions in Regard to Executive Session

11:30 AM LUNCH BREAK

(5) **12:00 PM** Public Input and Comment

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

(6) **12:10 PM** Board Member Reports
   a. Board Member Disbursements

(7) **XX:XX PM** Consent Agenda **Action item**
   a. Approval of the Minutes XXXXXX
   b. Financials
      i. Approval of Disbursements
      ii. Budget Comparison

(8) **XX:XX PM** Report of General Manager
   a. General Manager's Report
   b. Augmentation Plan Updates
   c. Election of Officers, Determination of Committees, and Selection of industry Meeting(s) UYWCD participants **Action item**
   d. Board of Directors Appointments
   e. 2027 UYWCD Water Pricing **Action item**
   f. Financial Audit Schedule
   g. Resolution Designating Posting Place **Action item**
   h. Resolution Confirming Appointment of Officers for 2025 **Action item**

(9) **XX:XX PM** District Engineer Report
   a. Update on Reservoir Water Status
   b. TBD

(10) **XX:XX PM** Public Information Updates
   a. Grant Disbursements
   b. New Grant Applications **Action item**

(11) **XX:XX PM** Report of General Counsel

(12) **XX:XX PM** Pending Water Cases
   a. Water Resumes
   b. Status of Other Water Cases

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

(14) **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.
   c. 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 _____ (insert name(s) of employees) 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.
   d. At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper

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action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record.

(15) **XX:XX PM** Board Actions in Regard to Executive Session
At the conclusion of an executive session and the resumption of the public meeting, the Chairman will announce that if any person who participated in an executive session believes that any substantial discussion of any matters not included in the motion to go into executive session, or that any improper action occurred during an executive session in violation of the Open Meetings Law, that such person state their concern for the record.

(16) **XX:XX PM** Determination of Next Meeting(s) Agenda(s)

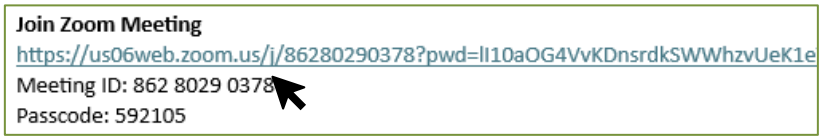
(17) **XX:XX PM** Adjournment.

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INSTRUCTIONS FOR MEETING ATTENDEES

JOIN A MEETING

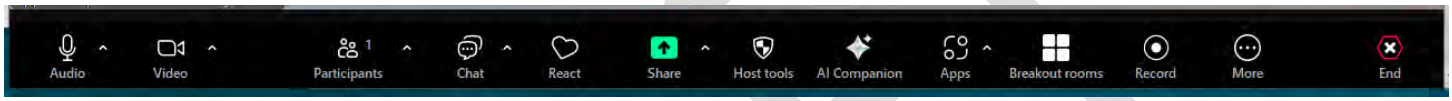
Join a Zoom meeting by clicking on the Zoom link provided by the meeting host or on our website. Example:



If this is your first Zoom meeting on your device, well in advance of the meeting click download and run Zoom. The *Zoom.exe* file will download, and you will need to open the file. This only needs to be done once for any device that you use Zoom on for the first time.

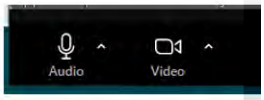
Once set up, click Join a Meeting > enter the Meeting ID > then click Join > enter Password if needed > then Join Meeting. Click Join with Computer Audio.

When you join a Zoom meeting hosted by another you will be an Attendee. You will have access to several features by hovering over the bottom of your Zoom meeting screen. The tool bar here will pop up:



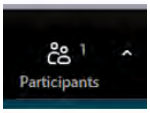
MUTE/UNMUTE AND START/STOP VIDEO

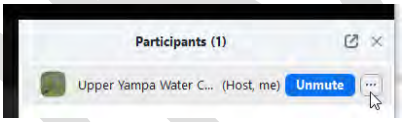
If your device has a microphone you can mute/unmute your microphone by clicking the Audio icon on the tool bar. A red line through the icon means you are muted. If your device has a camera you can turn it on/off by clicking the Video icon. A red line means the Video/camera is off.



PARTICIPANTS

If you click on Participants you can view who is in the meeting. The participants list also gives you the option to rename yourself. Make sure you are identified properly. Hover over your name and click the three dots to change how your name appears. Example:





CHOOSE LAYOUT

At the upper right of your screen you can switch between Speaker View and Gallery View.



LEAVE MEETING

You can leave the meeting at any time by clicking on Leave Meeting at the lower right corner of the Zoom tool bar.

JOIN MEETING VIA CELL PHONE WITH ONE TAP MOBILE

To join a Zoom meeting via cell phone using one-tap mobile, simply tap the "One Tap Mobile" link in the meeting invitation on your phone. This will automatically dial the meeting number and enter the meeting ID, allowing you to join the audio only portion of the meeting without using the Zoom app.

JOIN MEETING BY PHONE WITH DIAL BY YOUR LOCATION

To join a Zoom meeting via a phone using your location's dial-in number, locate the "Dial by your location" section in the meeting invitation. Select the appropriate number for your country or region and dial it. You will then be prompted to enter the meeting ID, followed by any required participant ID and passcode.

ADDITIONAL RESOURCES (click to open)

Getting Started Zoom Video Tutorials Using the Mobile App Zoom Help Center Zoom Training

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