

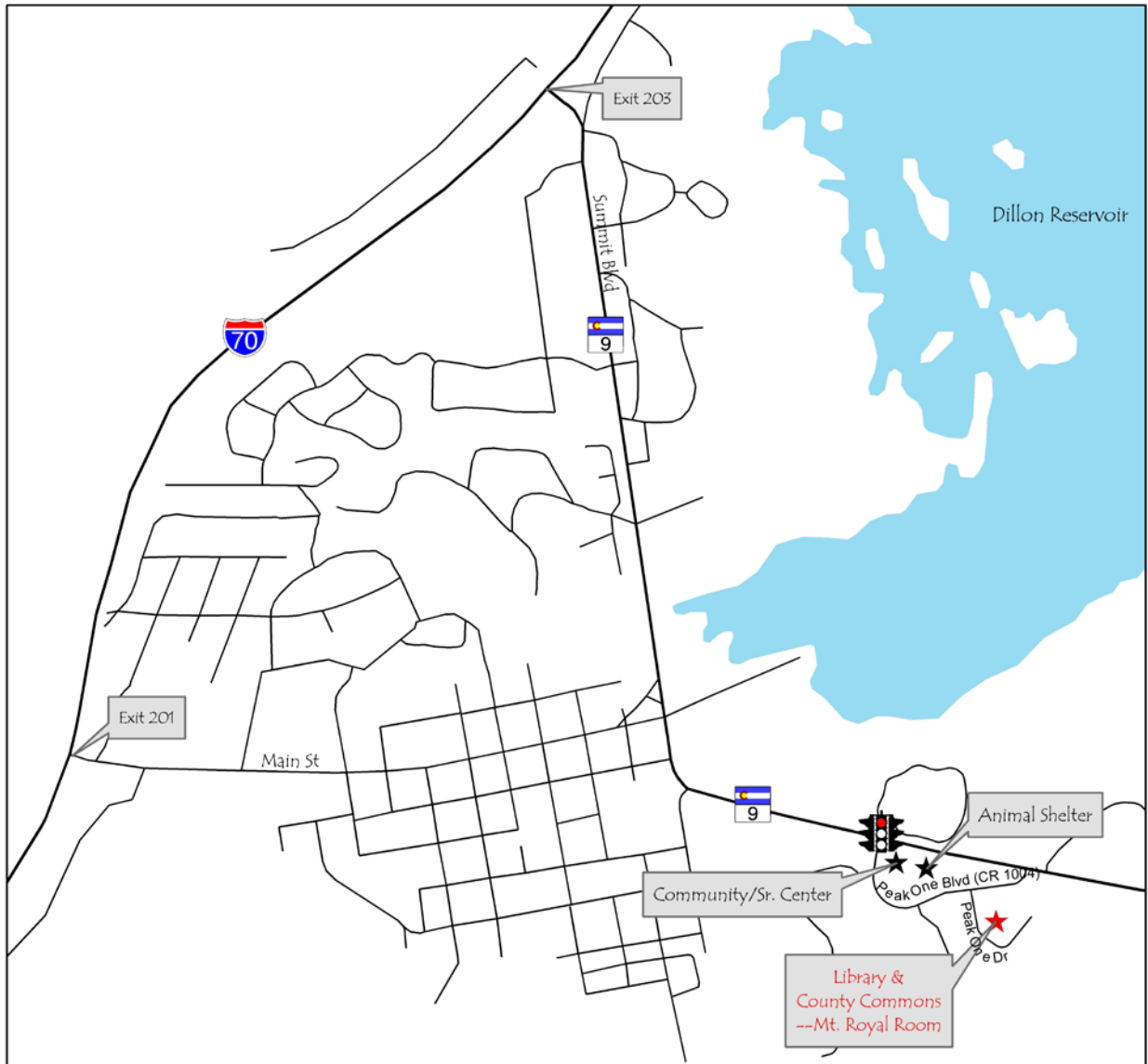


**AGENDA**  
**Thursday, January 24, 2013**  
**Buffalo Mtn. Room, Summit County Commons**  
**37 Peak One Drive**  
**Frisco, CO 80443**  
**CALL IN NUMBER: 877-594-8353**  
**PASSCODE: 23878813#**

**NWCCOG COUNCIL MEETING**

|            |      |   |                         |
|------------|------|---|-------------------------|
| 10:00 a.m. | 1.   | Call to Order & Introductions - Jeff Shroll, Vice Chair   |                         |
|            | 2.   | Roll Call and Determination of Quorum - Sherry Rogstad  |                         |
|            | *3.  | ACTION: Minutes of December 6, 2012 Council Meeting   | Pgs. 3-4                |
|            | *4.  | ACTION: December 2012 Financials & List of Payments - Liz Mullen  | Pgs. 5-17               |
|            | *5.  | ACTION: Windy Gap Firing Project Intergovernmental Agreements - Lane Wyatt, QQ  | Pgs. 18-56              |
|            | *6.  | ACTION: Approval of grant contract for the Oral Health Old Age Pension (OAP) Program - Liz Mullen                                   | Pgs. 57-58              |
|            | 7.   | Volunteers to serve on the Colorado Bark Beetle Cooperative (CBBC): County rep., Municipal rep., NWCCOG rep. - Liz Mullen           |                         |
|            | *8.  | ACTION: Appoint 2013 County Health Pool Representative  |                         |
|            | 9.   | DISCUSSION: Review NWCCOG/EDD Articles of Association   | Pgs. 59-66              |
|            | *10. | ACTION: Election of 2013 Executive Committee municipal representatives  |                         |
|            | *11. | ACTION: Election of Officers for 2013   |                         |
|            | 12.  | Review of 2013 Member Handbooks - Liz Mullen  |                         |
|            | 13.  | Program Updates - Liz Mullen  | Pgs. 67-71              |
|            | 14.  | New Business  |                         |
| 11:30 a.m. | 15.  | PRESENTATION: Summit County Wildfire Council & County Wildfire Protection Plan - Dan Schroder, Summit County CSU Extension Director |                         |
| 12:00 p.m. | *16. | Adjourn NWCCOG Meeting/Lunch  |                         |
| 12:30 p.m. |      | PRESENTATION: Region XII Demographic and Economic Forecast - Elizabeth Garner, State Demographer                                    |                         |
| 1:30 p.m.  | 1.   | <b>NWCCOG Economic Development District Board meeting:</b><br>Call to order & Introductions - Rob Ittner, Vice Chair                |                         |
|            | 2.   | Roll Call & Determination of Quorum - Rachel Lunney   |                         |
|            | *3.  | ACTION: Minutes of the 10/27/2011 meeting   | Pgs. 72-74              |
|            | *4.  | ACTION: Ratify NWCCOG/EDD Articles of Association & EDD Board Bylaws  | Pgs.58-65<br>Pgs. 75-80 |
|            | 5.   | REVIEW/DISCUSSION:<br>✓ 2012 Progress Report & 2013 Scope of Work<br>✓ 2013 meeting schedule  | Pgs. 81-87              |
|            | *6.  | ACTION: Election of Officers  |                         |
|            | 7.   | New Business  |                         |
| 3:00 p.m.  | *8.  | Adjourn NWCCOG EDD Board Meeting  |                         |

DIRECTIONS: From I-70, take the east Frisco/Highway 9 South exit (exit # 203). Follow Hwy 9 south through Frisco, past Main Street & turn right on County Road 1004 (there is a stop light). Continue around the bend and turn right onto Peak One Dr (37 Peak One Dr). Buffalo Mtn. Room is in the County Commons building, on the upper level, next to the library.





**Northwest Colorado Council of Governments  
Council Meeting  
Minturn, Colorado  
December 6, 2012**

**Executive Committee Members Present:**

Peter Runyon, Chair, Eagle County  
Tom Clark, Kremmling  
Rob Ittner, Pitkin County  
James Newberry, Grand County (via telephone)  
John Rich, Jackson County  
Jeff Shroll, Town of Gypsum  
Karn Stiegelmeier, Summit County

**Others Present:**

Dick Blodgett, Kremmling  
Steve Getz, NWCCOG  
Susan Juergensmeier, NWCCOG  
Rachel Lunney, NWCCOG  
Liz Mullen, NWCCOG  
Adam Palmer, Eagle County  
Sherry Rogstad, NWCCOG  
Barb Smith, Town of Red Cliff

**Council Members Present:**

John Hoffman, Carbondale (via telephone)  
Derek Johnson, Aspen (via telephone)  
Walter Magill, City of Steamboat Spgs. (via telephone)  
Jim Peterson, Grand Lake (via telephone)  
Willy Powell, Eagle  
Jake Spears, Town of Red Cliff  
Dave Sturges, GWS (via telephone)  
Jim White, Minturn

**Call To Order:**

Peter Runyon called the council meeting to order at 10:01 a.m. There was a quorum.

**Approval of Minutes:**

***M/S/P Tom Clark/Rob Ittner*** to approve the minutes of October 25, 2012 meeting as presented.

**Approval of Financials:**

***M/S/P Tom Clark/Rob Ittner*** to approve the financials as presented.

**2012 NWCCOG Budget Revisions:**

Liz Mullen reviewed the proposed revisions to the 2012 budget per her memo dated 12/6/12 contained in the December board meeting packet.

***M/S/P John Rich/Tom Clark*** to approve the proposed 2012 December budget revisions.

**2013 NWCCOG Budget:**

Liz Mullen reviewed the revised draft 2013 budget per her memo dated 11/28/12 contained in the December board meeting packet. There were questions and discussion with direction to Liz to research collection options for defaulted Northwest Loan Fund (NLF) loans and to report back to the council at the January meeting. Dave Sturges volunteered to help Liz with the start-up/re-organization of NLF.

*M/S/P Tom Clark/John Hoffmann* to approve the proposed 2013 NWCCOG budget revisions.

**2013 NWCCOG Meeting Schedule:**

Liz reviewed the draft 2013 NWCCOG meeting schedule. The group agreed to hold the January meeting in Silverthorne/Frisco, the May meeting in Eagle, and the September annual planning meeting in Gypsum.

**Program Updates:**

Staff reviewed the program updates as presented in the Council meeting packets.

**Presentation:**

Adam Palmer, Environmental Policy Planner, Eagle County, gave a presentation on Eagle County's ECO-build program.

**Recognition of Departing NWCCOG Council Members:**

The Council recognized both John Rich and Peter Runyon for their respective 8 years of service with NWCCOG.

**New Business:**

Liz reminded everyone that the next NWCCOG council meeting is January 24 in Silverthorne at which time there will be election of officers.

**Adjournment:**

Peter Runyon adjourned the meeting at 12:05 p.m.

\_\_\_\_\_  
Peter Runyon, NWCCOG Chair

\_\_\_\_\_  
Date

**Dec 31, 12**

**ASSETS**

**Current Assets**

**Checking/Savings** 972,902.21

**Accounts Receivable** 343,270.19

**Other Current Assets** 997,476.02

**Total Current Assets** 2,313,648.42

**Fixed Assets** 1,257,595.00

**TOTAL ASSETS** 3,571,243.42

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable** 29,272.29

**Credit Cards** 4,895.99

**Other Current Liabilities** 1,312,353.92

**Total Current Liabilities** 1,346,522.20

**Long Term Liabilities** 765,408.29

**Total Liabilities** 2,111,930.49

**Equity** 1,459,312.93

**TOTAL LIABILITIES & EQUITY** 3,571,243.42

# NWCCOG

## STATEMENT OF REVENUES AND EXPENDITURES

12/31/2012 - Preliminary

100% of the year

|                                    | 2012<br>REVENUE<br>BUDGET | REVENUE<br>YTD<br>ACTUAL | REVENUE<br>BUDGET<br>TO<br>ACTUAL | 2012<br>EXPENSE<br>BUDGET | EXPENSES<br>YTD<br>ACTUAL | EXPENSES<br>BUDGET<br>TO<br>ACTUAL | 2012<br>NET<br>BUDGET | REVENUES<br>OVER<br>EXPENSES<br>ACTUAL | PRIOR<br>YEAR<br>ADJUST | TOTAL<br>ADJUSTED<br>NET | ADVANCED /<br>CARRIED OV/<br>FUNDS | RESERVED<br>PROGRAM<br>FUNDS |
|------------------------------------|---------------------------|--------------------------|-----------------------------------|---------------------------|---------------------------|------------------------------------|-----------------------|--|-------------------------|--------------------------|------------------------------------|------------------------------|
| <b>COG PROGRAM FUNDS</b>           |                           |                          |                                   |                           |                           |                                    |                       |  |                         |                          |                                    |                              |
| REGIONAL BUSINESS                  | 206,285                   | 211,797                  | 103%                              | 240,313                   | 231,487                   | 96%                                | (34,028)              | (19,690)                               |                         | (19,690)                 | 13,491                             |                              |
| GIS SERVICES                       |                           | 24,065                   | 0%                                | 0                         | 28,777                    | 0%                                 | 0                     | (4,712)                                |                         | (4,712)                  | 0                                  |                              |
| ECONOMIC DEVELOPMENT DISTRICT      |                           | 0                        | #DIV/0!                           |                           | 0                         | #DIV/0!                            | 0                     | 0                                      |                         | 0                        | 0                                  |                              |
| AGE/NUTRITION(State FY 11/12)      | 269,254                   | 271,289                  | 101%                              | 271,670                   | 271,670                   | 100%                               | (2,416)               | (381)                                  |                         | (381)                    | 0                                  |                              |
| AGE/NUTRITION (State FY 12/13)     | 269,255                   | 232,653                  | 86%                               | 269,255                   | 241,549                   | 90%                                | 0                     | (8,896)                                |                         | (8,896)                  | 30,918                             |                              |
| AGE/NUTRITION (non-Grant)          | 0                         | 8,030                    | 0%                                | 0                         | 8,491                     | 0%                                 | 0                     | (460)                                  |                         | (460)                    | 11,181                             |                              |
| <b>AGE/NUTRITION TOTAL</b>         | <b>538,509</b>            | <b>511,973</b>           | <b>94%</b>                        | <b>540,925</b>            | <b>521,710</b>            | <b>96%</b>                         | <b>(2,416)</b>        | <b>(9,737)</b>                         | <b>0</b>                | <b>(9,737)</b>           | <b>42,098</b>                      | <b>0</b>                     |
| WATER SHED SERVICES                | 26,900                    | 42,044                   | 156%                              | 26,900                    | 29,652                    | 110%                               | 0                     | 12,393                                 |                         | 12,393                   | 13,365                             |                              |
| WEATHER (State FY10/11)            | 1,480,557                 | 1,389,279                | 94%                               | 1,480,557                 | 1,432,093                 | 97%                                | 0                     | (42,813)                               | 0                       | (42,813)                 | 0                                  |                              |
| WEATHER (State FY12/13)            | 1,480,557                 | 90,038                   | 6%                                | 1,480,557                 | 141,061                   | 10%                                | 0                     | (51,023)                               |                         | (51,023)                 | 422,633                            |                              |
| WEATHER (non-grant)                | 0                         | 35,634                   | 0%                                | 0                         | 1,173                     | 0%                                 | 0                     | 34,461                                 |                         | 34,461                   | 0                                  |                              |
| <b>WEATERIZATION TOTAL</b>         | <b>2,961,114</b>          | <b>1,514,951</b>         | <b>50%</b>                        | <b>2,961,114</b>          | <b>1,574,327</b>          | <b>53%</b>                         | <b>0</b>              | <b>(59,376)</b>                        | <b>0</b>                | <b>(59,376)</b>          | <b>422,633</b>                     | <b>0</b>                     |
| Rural Resort Region                | 9,384                     | 8,307                    | 89%                               | 6,307                     | 8,317                     | 89%                                | 3,077                 | (10)                                   |                         | (10)                     | 0                                  |                              |
| RTCC                               | 422,350                   | 77,400                   | 0%                                | 422,350                   | 50,586                    | 0%                                 | 0                     | 26,815                                 |                         | 26,815                   | 0                                  |                              |
| HOMELAND SECURITY                  | 552,879                   | 621,134                  | 112%                              | 552,879                   | 629,491                   | 114%                               | 0                     | (8,356)                                |                         | (8,356)                  | 0                                  |                              |
| CO BARK BEETLE COOPERATIVE         | 11,500                    | 14,465                   | 126%                              | 11,500                    | 4,835                     | 42%                                | 0                     | 9,630                                  |                         | 9,630                    | 14,360                             |                              |
| CARO                               | 0                         | 15,021                   | 0%                                | 0                         | 8,615                     | 0%                                 | 0                     | 6,407                                  |                         | 6,407                    | 8,221                              |                              |
| NWCCoG FOUNDATION                  | 10,300                    | 0                        | 0%                                | 10,300                    | 10                        | 0%                                 | 0                     | (10)                                   |                         | (10)                     | 0                                  |                              |
| WATER RESOURCES                    | 0                         | 0                        | 0%                                | 0                         | 0                         | 0%                                 | 0                     | 0                                      |                         | 0                        | 0                                  |                              |
| <b>Total COG Program Funds</b>     | <b>4,739,221</b>          | <b>3,041,158</b>         |                                   | <b>4,772,588</b>          | <b>3,087,806</b>          |                                    | <b>(33,367)</b>       | <b>(46,648)</b>                        | <b>0</b>                | <b>(46,648)</b>          | <b>514,169</b>                     | <b>0</b>                     |
| <b>ENTERPRISE FUNDS</b>            |                           |                          |                                   |                           |                           |                                    |                       |  |                         |                          |                                    |                              |
| ELEVATOR INSPECTION                | 460,000                   | 491,003                  | 107%                              | 389,684                   | 402,139                   | 103%                               | 70,316                | 88,863                                 |                         | 88,863                   | 0                                  | 22,500                       |
| <b>Total Enterprise Funds</b>      | <b>460,000</b>            | <b>491,003</b>           |                                   | <b>389,684</b>            | <b>402,139</b>            |                                    | <b>70,316</b>         | <b>88,863</b>                          | <b>0</b>                | <b>88,863</b>            | <b>0</b>                           | <b>22,500</b>                |
| <b>INTERNAL SERVICE FUNDS</b>      |                           |                          |                                   |                           |                           |                                    |                       |  |                         |                          |                                    |                              |
| INDIRECT                           | 183,793                   | 149,181                  | 81%                               | 183,793                   | 144,224                   | 78%                                | 0                     | 4,957                                  |                         | 4,957                    | 0                                  |                              |
| COG BUILDING FUND                  | 71,953                    | 73,919                   | 103%                              | 71,953                    | 70,829                    | 98%                                | 0                     | 3,090                                  |                         | 3,090                    | 0                                  |                              |
| COPIER POOL                        | 18,000                    | 13,963                   | 78%                               | 17,465                    | 17,599                    | 98%                                | 535                   | (3,636)                                |                         | (3,636)                  | 0                                  | 1,000                        |
| MOTOR POOL                         | 35,000                    | 39,015                   | 111%                              | 44,715                    | 24,285                    | 69%                                | (9,715)               | 14,730                                 |                         | 14,730                   | 0                                  | 15,000                       |
| <b>Total Service Funds</b>         | <b>308,746</b>            | <b>276,078</b>           |                                   | <b>317,926</b>            | <b>256,937</b>            |                                    | <b>(9,180)</b>        | <b>19,141</b>                          | <b>0</b>                | <b>19,141</b>            |                                    | <b>16,000</b>                |
| <b>COG FUNDS Subtotal</b>          | <b>5,507,967</b>          | <b>3,808,238</b>         |                                   | <b>5,480,198</b>          | <b>3,746,881</b>          |                                    | <b>27,769</b>         | <b>61,357</b>                          | <b>0</b>                | <b>61,357</b>            | <b>514,169</b>                     | <b>38,500</b>                |
| <b>EXTERNAL REVENUE FUNDS</b>      |                           |                          |                                   |                           |                           |                                    |                       |  |                         |                          |                                    |                              |
| WATER QUALITY/QUANTITY             | 155,100                   | 154,044                  | 99%                               | 155,100                   | 154,385                   | 100%                               | 0                     | (341)                                  |                         | (341)                    | 0                                  | \$101,909                    |
| Q/Q CWCB Grant                     | 0                         | 42,631                   | 0%                                | 0                         | 34,221                    | 0%                                 | 0                     | 8,410                                  |                         | 8,410                    | 106,587                            |                              |
| SWQC                               | 52,204                    | 54,271                   | 0%                                | 52,204                    | 30,100                    | 0%                                 | 0                     | 24,171                                 |                         | 24,171                   | 21,071                             |                              |
| SWQC-EROSION CONTROL               | 0                         | 4,199                    | 0%                                | 0                         | 1,920                     | 0%                                 | 0                     | 2,279                                  |                         | 2,279                    | 4,199                              |                              |
| SWQC - EPA - EROSION               | 0                         | 1,071                    | 0%                                | 0                         | 0                         | 0%                                 | 0                     | 1,071                                  |                         | 1,071                    | 1,071                              |                              |
| REGIONAL LOAN FUND                 | 779,625                   | 26,860                   | 3%                                | 779,625                   | 397,105                   | 51%                                | 0                     | (370,245)                              |                         | (370,245)                | 0                                  |                              |
| <b>Total Special Revenue Funds</b> | <b>986,929</b>            | <b>283,076</b>           | <b>29%</b>                        | <b>986,929</b>            | <b>617,732</b>            | <b>63%</b>                         | <b>0</b>              | <b>(334,655)</b>                       | <b>0</b>                | <b>(334,655)</b>         | <b>132,928</b>                     | <b>101,909</b>               |
| Unclassified - Need info           | 0                         | 0                        | 0%                                | 0                         | 0                         | 0%                                 | 0                     | 0                                      |                         | 0                        |                                    |                              |
| <b>Grand Totals</b>                | <b>6,494,896</b>          | <b>4,091,315</b>         |                                   | <b>6,467,127</b>          | <b>4,364,613</b>          | <b>0</b>                           | <b>27,769</b>         | <b>(273,298)</b>                       | <b>0</b>                | <b>#####</b>             | <b>647,097</b>                     | <b>140,409</b>               |

## Northwest Colorado Council of Governments Northwest Loan Fund - Outstanding Loans

|              | As of January 1, 2013 |                 |             |                  |                   | TOTAL             |
|--------------|-----------------------|-----------------|-------------|------------------|-------------------|-------------------|
|              | Current               | 1 - 30          | 31 - 60     | 61 - 90          | > 90              |                   |
| Loan #1      | 0.00                  | 0.00            | 0.00        | 0.00             | 7,135.71          | 7,135.71          |
| Loan #2      | 0.00                  | 0.00            | 0.00        | 0.00             | 16,881.95         | 16,881.95         |
| Loan #3      | 0.00                  | 1,324.41        | 0.00        | 7,870.80         | 30,312.50         | 39,507.71         |
| Loan #4      | 0.00                  | 0.00            | 0.00        | 0.00             | 26,802.39         | 26,802.39         |
| Loan #5      | 0.00                  | 87.62           | 0.00        | 1,589.12         | 3,574.33          | 5,251.07          |
| Loan #6      | 0.00                  | 0.00            | 0.00        | 0.00             | 96,986.72         | 96,986.72         |
| Loan #7      | 0.00                  | 639.23          | 0.00        | 0.00             | 23,572.56         | 24,211.79         |
| Loan #8      | 0.00                  | 0.00            | 0.00        | 0.00             | 2,023.74          | 2,023.74          |
| Loan #9      | 0.00                  | 0.00            | 0.00        | 1,260.10         | 5,365.83          | 6,625.93          |
| <b>TOTAL</b> | <b>0.00</b>           | <b>2,051.26</b> | <b>0.00</b> | <b>10,720.02</b> | <b>212,655.73</b> | <b>225,427.01</b> |

|   | <u>8800- Northwest Loan Fund</u> | <u>TOTAL</u>             |
|---|----------------------------------|--------------------------|
| <b>ASSETS</b>                                     |                                  |                          |
| <b>Current Assets</b>                             |                                  |                          |
| <b>Checking/Savings</b>                           |                                  |                          |
| 1015 · NLF 1st Bank Checking                      | 141,855.93                       | 141,855.93               |
| <b>Total Checking/Savings</b>                     | <u>141,855.93</u>                | <u>141,855.93</u>        |
| <b>Accounts Receivable</b>                        |                                  |                          |
| 1115 · NLF Loan Receivable                        | 225,427.01                       | 225,427.01               |
| <b>Total Accounts Receivable</b>                  | <u>225,427.01</u>                | <u>225,427.01</u>        |
| <b>Other Current Assets</b>                       |                                  |                          |
| 1100 · Accounts Receivable(Due from)              |                                  |                          |
| 1129 · Due to/from                                |                                  |                          |
| 1130 · Due to/from GF - Loan Fund                 | 9,210.66                         | 9,210.66                 |
| <b>Total 1129 · Due to/from</b>                   | <u>9,210.66</u>                  | <u>9,210.66</u>          |
| <b>Total 1100 · Accounts Receivable(Due from)</b> | 9,210.66                         | 9,210.66                 |
| 1315 · NLF A/R Loan Reserve                       | -56,356.75                       | -56,356.75               |
| <b>Total Other Current Assets</b>                 | <u>-47,146.09</u>                | <u>-47,146.09</u>        |
| <b>Total Current Assets</b>                       | <u>320,136.85</u>                | <u>320,136.85</u>        |
| <b>TOTAL ASSETS</b>                               | <u><u>320,136.85</u></u>         | <u><u>320,136.85</u></u> |
| <b>LIABILITIES &amp; EQUITY</b>                   |                                  |                          |
| <b>Liabilities</b>                                |                                  |                          |
| <b>Current Liabilities</b>                        |                                  |                          |
| <b>Accounts Payable</b>                           |                                  |                          |
| 2000 · Accounts Payable                           | -434.93                          | -434.93                  |
| <b>Total Accounts Payable</b>                     | <u>-434.93</u>                   | <u>-434.93</u>           |
| <b>Other Current Liabilities</b>                  |                                  |                          |
| 2300 · Due to                                     |                                  |                          |
| 2350 · Due to COG From NLF                        | 26,670.73                        | 26,670.73                |
| <b>Total 2300 · Due to</b>                        | <u>26,670.73</u>                 | <u>26,670.73</u>         |
| 2650 · Unearned Program Income                    | 48.80                            | 48.80                    |
| 2700 · Payroll Liabilities                        |                                  |                          |
| 2770 · Worker's Compensation                      | 213.32                           | 213.32                   |
| <b>Total 2700 · Payroll Liabilities</b>           | <u>213.32</u>                    | <u>213.32</u>            |
| <b>Total Other Current Liabilities</b>            | <u>26,932.85</u>                 | <u>26,932.85</u>         |
| <b>Total Current Liabilities</b>                  | <u>26,497.92</u>                 | <u>26,497.92</u>         |



|                                       | <u>8800- Northwest Loan Fund</u> | <u>TOTAL</u>             |
|---------------------------------------|----------------------------------|--------------------------|
| <b>Total Liabilities</b>              | 26,497.92                        | 26,497.92                |
| <b>Equity</b>                         |                                  |                          |
| <b>3000 - Fund Balance</b>            |                                  |                          |
| <b>3100 - NLF Net Assets</b>          | 1,406,707.03                     | 1,406,707.03             |
| <b>3200 - NLF Retained Earnings</b>   | -1,602,915.83                    | -1,602,915.83            |
| <b>Total 3000 - Fund Balance</b>      | <u>-196,208.80</u>               | <u>-196,208.80</u>       |
| <b>3900 - Retained Earnings</b>       | 861,965.11                       | 861,965.11               |
| <b>Net Income</b>                     | <u>-372,117.38</u>               | <u>-372,117.38</u>       |
| <b>Total Equity</b>                   | <u>293,638.93</u>                | <u>293,638.93</u>        |
| <b>TOTAL LIABILITIES &amp; EQUITY</b> | <u><u>320,136.85</u></u>         | <u><u>320,136.85</u></u> |

Nov - Dec 12

| Type            | Date       | Num   | Name                                      | Memo                          | Credit    |
|-----------------|------------|-------|---|-------------------------------|-----------|
| Bill Pmt -Check | 11/01/2012 | 59157 | County Health Pool                        |                               | 20,932.36 |
| Bill Pmt -Check | 11/01/2012 | 59158 | Cuna Mutual Group-LTD                     | 105-7028-7                    | 989.18    |
| Bill Pmt -Check | 11/01/2012 | 59177 | BHW Associates                            |                               | 2,575.00  |
| Bill Pmt -Check | 11/01/2012 | 59178 | Enterprise Commercial Centerl Condo Assoc |                               | 1,390.57  |
| Bill Pmt -Check | 11/01/2012 | 59179 | Four Sprys Investments                    |                               | 1,031.99  |
| Check           | 11/02/2012 | debit | 1st Bank                                  |                               | 180.04    |
| Liability Check | 11/05/2012 | Debit | Employee Benefits Corporation             |                               | 300.33    |
| Bill Pmt -Check | 11/06/2012 | 3991  | Summit Bookkeeping & Payroll, Inc         |                               | 175.00    |
| Liability Check | 11/07/2012 | eftps | US Treasury                               | 84-0639906                    | 6,178.20  |
| Bill Pmt -Check | 11/09/2012 | 59181 | Blue River Watershed Group                |                               | 1,085.00  |
| Bill Pmt -Check | 11/09/2012 | 59182 | Lane Wyatt, Inc                           |                               | 6,641.52  |
| Bill Pmt -Check | 11/09/2012 | 59183 | TDS Consulting Inc                        |                               | 750.00    |
| Liability Check | 11/12/2012 | EFT   | CCOERA                                    |                               | 10,584.96 |
| Liability Check | 11/12/2012 | EFT   | CCOERA                                    |                               | 996.00    |
| Bill Pmt -Check | 11/13/2012 | 59184 | A2CL                                      |                               | 905.25    |
| Bill Pmt -Check | 11/13/2012 | 59185 | Black Diamond Gourmet                     |                               | 725.00    |
| Bill Pmt -Check | 11/13/2012 | 59186 | Century Link                              |                               | 706.25    |
| Bill Pmt -Check | 11/13/2012 | 59187 | Colorado Document Security                |                               | 90.00     |
| Bill Pmt -Check | 11/13/2012 | 59188 | Colorado Mtn News Media{vendor}           | Acct #1013279                 | 780.00    |
| Bill Pmt -Check | 11/13/2012 | 59189 | Federal Express{vendor}                   |                               | 74.17     |
| Bill Pmt -Check | 11/13/2012 | 59190 | Garfield County Road & Bridge             |                               | 138.08    |
| Bill Pmt -Check | 11/13/2012 | 59191 | Infinite                                  | Acct # IC26629                | 72.04     |
| Bill Pmt -Check | 11/13/2012 | 59192 | Minturn Town Center                       |                               | 25.00     |
| Bill Pmt -Check | 11/13/2012 | 59193 | Pitney Bowes                              |                               | 80.62     |
| Bill Pmt -Check | 11/13/2012 | 59194 | Quill Corporation                         |                               | 483.67    |
| Bill Pmt -Check | 11/13/2012 | 59195 | Steven Getz                               | VOID: expensed on Credit Card |           |
| Bill Pmt -Check | 11/13/2012 | 59196 | Sullivan Green Seavy, LLC                 |                               | 4,462.50  |
| Bill Pmt -Check | 11/13/2012 | 59197 | Summit Car Clinic                         |                               | 345.28    |
| Bill Pmt -Check | 11/13/2012 | 59198 | Summit County Seniors Services            |                               | 110.00    |
| Bill Pmt -Check | 11/13/2012 | 59199 | Team Clean                                |                               | 177.08    |
| Bill Pmt -Check | 11/13/2012 | 59200 | The Summit Recycler, Inc                  |                               | 50.00     |
| Bill Pmt -Check | 11/13/2012 | 59201 | US Bancorp Equipment Finance, Inc.        | Acct 500-0191331-000          | 984.50    |

| Type            | Date       | Num   | Name                                  | Memo                                  | Credit    |
|-----------------|------------|-------|---------------------------------------|---------------------------------------|-----------|
| Bill Pmt -Check | 11/13/2012 | 59202 | Verizon Wireless Services             |                                       | 174.29    |
| Bill Pmt -Check | 11/13/2012 | 59203 | X-cel Energy                          |                                       | 202.01    |
| Bill Pmt -Check | 11/13/2012 | 59204 | 1st Class Auto Glass LLC              |                                       | 220.00    |
| Bill Pmt -Check | 11/13/2012 | 59205 | C.R. Laurence                         |                                       | 2,640.24  |
| Bill Pmt -Check | 11/13/2012 | 59206 | Crystal Clear                         |                                       | 70.00     |
| Bill Pmt -Check | 11/13/2012 | 59207 | Eagle Rock Supply Co                  |                                       | 1,868.88  |
| Bill Pmt -Check | 11/13/2012 | 59208 | Ferguson Enterprises Inc #109         |                                       | 188.96    |
| Bill Pmt -Check | 11/13/2012 | 59209 | J&R Products, Inc.                    | 4600                                  | 1,264.20  |
| Bill Pmt -Check | 11/13/2012 | 59210 | Mr T Hardware & Building Supply       |                                       | 366.72    |
| Bill Pmt -Check | 11/13/2012 | 59211 | Point-Five Windows, Inc.              | 4404                                  | 124.10    |
| Bill Pmt -Check | 11/13/2012 | 59212 | Rocky Mountain Construction Wholesale |                                       | 4,480.00  |
| Bill Pmt -Check | 11/13/2012 | 59213 | Samuelson Hardware -9 Craig           |                                       | 177.92    |
| Bill Pmt -Check | 11/13/2012 | 59214 | Sanders True Value                    |                                       | 162.46    |
| Bill Pmt -Check | 11/13/2012 | 59215 | Valley Lumber Co                      | 4448                                  | 62.12     |
| Bill Pmt -Check | 11/13/2012 | 59216 | Westland Distributing Group           |                                       | 1,779.80  |
| Bill Pmt -Check | 11/13/2012 | 59217 | Whirlpool Contract/Retail             |                                       | 3,123.00  |
| Bill Pmt -Check | 11/13/2012 | 59218 | Charles D Jones Co                    |                                       | 231.77    |
| Bill Pmt -Check | 11/13/2012 | 59219 | B&B Plumbing & Heating                | 4628                                  | 914.50    |
| Liability Check | 11/15/2012 | eft   | Colorado Department of Revenue        | 05-13802                              | 2,985.00  |
| Liability Check | 11/15/2012 | DD    | 1st Bank Direct Deposit               |                                       | 38,052.29 |
| Bill Pmt -Check | 11/16/2012 | 59222 | NWCCOG Foundation{vendor}             | Final Spend out of AAAA 11/12 grant   | 1,593.55  |
| Liability Check | 11/19/2012 | 59221 | Clerk of the Court                    | D. Churchill-11T454                   | 400.00    |
| Liability Check | 11/19/2012 | EFT   | US Treasury                           | 84-0639906                            | 6,384.60  |
| Liability Check | 11/20/2012 | Debit | Employee Benefits Corporation         |                                       | 300.33    |
| Bill Pmt -Check | 11/21/2012 | 59257 | 1st Bank Credit Card - WX GEO         |                                       | 6,184.57  |
| Bill Pmt -Check | 11/21/2012 | 59258 | Apré Glass                            | 3758                                  | 178.47    |
| Bill Pmt -Check | 11/21/2012 | 59259 | Eagle Rock Supply Co                  |                                       | 2,626.50  |
| Bill Pmt -Check | 11/21/2012 | 59260 | Elmer Glass Co of Rifle Inc           | VOID:Paid a quote, didn't use company |           |
| Bill Pmt -Check | 11/21/2012 | 59261 | Ferguson Enterprises Inc #109         |                                       | 68.98     |
| Bill Pmt -Check | 11/21/2012 | 59262 | Four Sprys Investments                |                                       | 460.52    |
| Bill Pmt -Check | 11/21/2012 | 59263 | George T Sanders                      |                                       | 163.92    |
| Bill Pmt -Check | 11/21/2012 | 59264 | Hagemeyer North America Inc           |                                       | 2,562.51  |
| Bill Pmt -Check | 11/21/2012 | 59265 | Mr T Hardware & Building Supply       |                                       | 191.69    |

| <u>Type</u>     | <u>Date</u> | <u>Num</u> | <u>Name</u>                           | <u>Memo</u> | <u>Credit</u> |
|-----------------|-------------|------------|---------------------------------------|-------------|---------------|
| Bill Pmt -Check | 11/21/2012  | 59266      | Rocky Mountain Construction Wholesale |             | 2,909.00      |
| Bill Pmt -Check | 11/21/2012  | 59267      | Salida True Value                     | 4693        | 89.06         |
| Bill Pmt -Check | 11/21/2012  | 59268      | Samuelson Hardware -9 Craig           |             | 128.31        |
| Bill Pmt -Check | 11/21/2012  | 59269      | Sanders True Value                    |             | 35.65         |
| Bill Pmt -Check | 11/21/2012  | 59270      | Summit Professional Services Inc      | 4561 & 4562 | 200.00        |
| Bill Pmt -Check | 11/21/2012  | 59271      | Valley Lumber Co                      |             | 280.58        |
| Bill Pmt -Check | 11/21/2012  | 59272      | Westland Distributing Group           |             | 3,555.33      |
| Bill Pmt -Check | 11/21/2012  | 59273      | Whirlpool Contract/Retail             |             | 2,120.00      |
| Bill Pmt -Check | 11/21/2012  | 59274      | Whole Energy & Hardware               | 4606        | 190.00        |
| Liability Check | 11/23/2012  | 59223      | Pinnacol Assurance                    | 38535       | 3,165.00      |
| Bill Pmt -Check | 11/23/2012  | 59224      | AIRS                                  |             | 75.00         |
| Bill Pmt -Check | 11/23/2012  | 59225      | Chocolate Software, LLC               |             | 1,917.50      |
| Bill Pmt -Check | 11/23/2012  | 59226      | Comfort Dental                        |             | 685.00        |
| Bill Pmt -Check | 11/23/2012  | 59227      | Comfort Dental - Silverthorne         |             | 500.00        |
| Bill Pmt -Check | 11/23/2012  | 59228      | Dr. Ward W. Johnson DDS               |             | 121.00        |
| Bill Pmt -Check | 11/23/2012  | 59229      | Eagle Family Dentistry                |             | 454.94        |
| Bill Pmt -Check | 11/23/2012  | 59230      | Edith Prescott                        |             | 450.00        |
| Bill Pmt -Check | 11/23/2012  | 59231      | Georgie Zinda                         |             | 120.00        |
| Bill Pmt -Check | 11/23/2012  | 59232      | Grand County Government               |             | 8,088.52      |
| Bill Pmt -Check | 11/23/2012  | 59233      | Hagen, Betty                          |             | 139.84        |
| Bill Pmt -Check | 11/23/2012  | 59234      | Jackson County Council on Aging       |             | 5,328.82      |
| Bill Pmt -Check | 11/23/2012  | 59235      | Marie Geni Garcia                     |             | 800.00        |
| Bill Pmt -Check | 11/23/2012  | 59236      | Myrna Barta                           |             | 113.00        |
| Bill Pmt -Check | 11/23/2012  | 59237      | Pitkin County Senior Services         |             | 12,038.56     |
| Bill Pmt -Check | 11/23/2012  | 59238      | Suzette Newman                        |             | 550.00        |
| Bill Pmt -Check | 11/23/2012  | 59239      | 1st Bank Credit Card - COG            |             | 2,659.01      |
| Bill Pmt -Check | 11/23/2012  | 59240      | Antlers At Vail{vendor}               |             | 3,546.00      |
| Bill Pmt -Check | 11/23/2012  | 59241      | Christy Laney                         |             | 4,099.66      |
| Bill Pmt -Check | 11/23/2012  | 59242      | CIRSA                                 |             | 500.00        |
| Bill Pmt -Check | 11/23/2012  | 59243      | City of Grand Junction (Vendor)       |             | 578.10        |
| Bill Pmt -Check | 11/23/2012  | 59244      | Employee Benefits Corporation         |             | 325.50        |
| Bill Pmt -Check | 11/23/2012  | 59245      | Flory Ventures Inc                    |             | 3,520.00      |
| Bill Pmt -Check | 11/23/2012  | 59246      | Jean Hammes                           |             | 191.74        |

| <u>Type</u>     | <u>Date</u> | <u>Num</u> | <u>Name</u>                               | <u>Memo</u>                                  | <u>Credit</u> |
|-----------------|-------------|------------|---|--|---------------|
| Bill Pmt -Check | 11/23/2012  | 59247      | Lewan & Associates Inc                    |  | 1,176.26      |
| Bill Pmt -Check | 11/23/2012  | 59248      | Pitney Bowes                              |  | 130.00        |
| Bill Pmt -Check | 11/23/2012  | 59249      | Quill Corporation                         |  | 35.97         |
| Bill Pmt -Check | 11/23/2012  | 59250      | Summit Bookkeeping & Payroll, Inc         |  | 7,475.00      |
| Bill Pmt -Check | 11/23/2012  | 59251      | Susan Juergensmeier (vendor)              |  | 156.20        |
| Bill Pmt -Check | 11/23/2012  | 59252      | Verizon Wireless Services                 |  | 156.17        |
| Bill Pmt -Check | 11/23/2012  | 59253      | Wex Bank                                  | Acct 0406-00-528478-1                        | 5,592.88      |
| Bill Pmt -Check | 11/23/2012  | 59254      | X-cel Energy                              |  | 20.97         |
| Bill Pmt -Check | 11/23/2012  | 59275      | Eagle Co Health & Human Services          | VOID:Pay only part hold two payments         |               |
| Bill Pmt -Check | 11/23/2012  | 59276      | Grand County Council on Aging             |  | 1,867.00      |
| Bill Pmt -Check | 11/23/2012  | 59277      | Grand County Government                   |  | 7,960.44      |
| Bill Pmt -Check | 11/23/2012  | 59278      | Grand County Rural Health Network         |  | 1,417.00      |
| Bill Pmt -Check | 11/23/2012  | 59279      | NW Legal Services                         |  | 601.83        |
| Bill Pmt -Check | 11/23/2012  | 59280      | Summit County Seniors Services            |  | 2,790.00      |
| Bill Pmt -Check | 11/26/2012  | 59256      | Town of Silt{vendor}                      | VOID: Did not need permit-out of town limits |               |
| Bill Pmt -Check | 11/28/2012  | 59284      | ZM Consulting, Inc                        |  | 3,830.00      |
| Bill Pmt -Check | 11/30/2012  | 59285      | Clear Creek County Building Dept          | 4792   | 65.00         |
| Bill Pmt -Check | 11/30/2012  | 59286      | Clear Creek County Building Dept          | 4791   | 65.00         |
| Check           | 11/30/2012  |            | 1st Bank                                  | Service Charge                               | 8.95          |
| Liability Check | 11/30/2012  | DD         | 1st Bank Direct Deposit                   |  | 36,172.91     |
| Check           | 11/30/2012  |            | 1st Bank                                  | Service Charge                               | 91.82         |
| Bill Pmt -Check | 12/01/2012  | 59255      | Cuna Mutual Group-LTD                     | 105-7028-7                                   | 964.52        |
| Bill Pmt -Check | 12/01/2012  | 59281      | BHW Associates                            |  | 2,575.00      |
| Bill Pmt -Check | 12/01/2012  | 59282      | Enterprise Commercial Centerl Condo Assoc |  | 1,390.57      |
| Bill Pmt -Check | 12/01/2012  | 59283      | Four Sprys Investments                    |  | 1,031.99      |
| Liability Check | 12/05/2012  | EFTPS      | US Treasury                               | 84-0639906                                   | 5,845.48      |
| Liability Check | 12/05/2012  | Debt       | Employee Benefits Corporation             |  | 300.33        |
| Liability Check | 12/05/2012  | EFT        | CCOERA                                    |  | 11,144.22     |
| Liability Check | 12/05/2012  | EFT        | CCOERA                                    |  | 996.00        |
| Bill Pmt -Check | 12/05/2012  | 59288      | City of Craig{vendor}                     | 4794   | 80.75         |
| Bill Pmt -Check | 12/05/2012  | 59289      | Clear Creek County Building Dept          | 4809   | 65.00         |
| Bill Pmt -Check | 12/05/2012  | 59290      | Anthony's of Frisco Inc                   |  | 77.00         |
| Bill Pmt -Check | 12/05/2012  | 59291      | Best Western                              |  | 308.00        |

| Type            | Date       | Num   | Name                                      | Memo                                    | Credit    |
|-----------------|------------|-------|---|---|-----------|
| Bill Pmt -Check | 12/05/2012 | 59292 | Carbondale & Rural Fire Protection Distri |   | 434.10    |
| Bill Pmt -Check | 12/05/2012 | 59293 | Century Link                              |   | 172.35    |
| Bill Pmt -Check | 12/05/2012 | 59294 | Chuck Vale                                |   | 282.00    |
| Bill Pmt -Check | 12/05/2012 | 59295 | Comcast                                   | Acct # 8497505740361267                 | 127.44    |
| Bill Pmt -Check | 12/05/2012 | 59296 | County Health Pool                        |   | 18,749.40 |
| Bill Pmt -Check | 12/05/2012 | 59297 | Eagle County Wildfire Mitigation          |   | 150.00    |
| Bill Pmt -Check | 12/05/2012 | 59298 | Eagle River Fire Protection               | VOID:Reissue directly to Gail McFarland |           |
| Bill Pmt -Check | 12/05/2012 | 59299 | Federal Express{vendor}                   |   | 25.82     |
| Bill Pmt -Check | 12/05/2012 | 59300 | Foods of Vail-Home Catering Inc           |   | 147.25    |
| Bill Pmt -Check | 12/05/2012 | 59301 | Inter-Canyon Fire Rescue                  |   | 357.00    |
| Bill Pmt -Check | 12/05/2012 | 59302 | NWCCOG Foundation{vendor}                 |   | 4,110.63  |
| Bill Pmt -Check | 12/05/2012 | 59303 | Park County Building Department           | 4789                                    | 25.00     |
| Bill Pmt -Check | 12/05/2012 | 59304 | Quill Corporation                         |   | 108.22    |
| Bill Pmt -Check | 12/05/2012 | 59305 | Routt County Office of Emergency Mgmt     |   | 514.26    |
| Bill Pmt -Check | 12/05/2012 | 59306 | Silverthorne Recreation Center            |   | 165.00    |
| Bill Pmt -Check | 12/05/2012 | 59307 | Summit Car Clinic                         |   | 37.45     |
| Bill Pmt -Check | 12/05/2012 | 59308 | Summit County Sheriff's Office            | VOID:Reissue to Tracy LeClair           |           |
| Bill Pmt -Check | 12/05/2012 | 59309 | Team Clean                                |   | 177.08    |
| Bill Pmt -Check | 12/05/2012 | 59310 | Vail Police Department                    |   | 20.67     |
| Bill Pmt -Check | 12/05/2012 | 59311 | Verizon Wireless Services                 |   | 309.95    |
| Bill Pmt -Check | 12/05/2012 | 59312 | X-cel Energy                              |   | 88.85     |
| Bill Pmt -Check | 12/05/2012 | 59313 | Lane Wyatt, Inc                           |   | 5,217.50  |
| Bill Pmt -Check | 12/05/2012 | 59336 | Gail McFarland                            |   | 72.00     |
| Bill Pmt -Check | 12/05/2012 | 59337 | Tracy LeClair                             |   | 374.40    |
| Bill Pmt -Check | 12/05/2012 | 59338 | Whirlpool Contract/Retail                 | 4787                                    | 535.00    |
| Bill Pmt -Check | 12/10/2012 | 59314 | Otis Elevator Co                          |   | 450.00    |
| Bill Pmt -Check | 12/12/2012 | 59315 | B&B Plumbing & Heating                    | 4475                                    | 175.70    |
| Bill Pmt -Check | 12/12/2012 | 59316 | Denver Winair Co                          |   | 1,300.67  |
| Bill Pmt -Check | 12/12/2012 | 59317 | Eagle Rock Supply Co                      | 4731                                    | 864.00    |
| Bill Pmt -Check | 12/12/2012 | 59318 | Eagle/Summit Electric                     |   | 435.00    |
| Bill Pmt -Check | 12/12/2012 | 59319 | Elmer Glass Co of Rifle Inc               | 4489                                    | 95.57     |
| Bill Pmt -Check | 12/12/2012 | 59320 | Ferguson Enterprises Inc #109             |   | 39.90     |
| Bill Pmt -Check | 12/12/2012 | 59321 | Grainger                                  | 4730                                    | 438.00    |

| <u>Type</u>     | <u>Date</u> | <u>Num</u> | <u>Name</u>                           | <u>Memo</u>                       | <u>Credit</u> |
|-----------------|-------------|------------|---------------------------------------|-----------------------------------|---------------|
| Bill Pmt -Check | 12/12/2012  | 59322      | HILTI INC.                            | 4704                              | 295.50        |
| Bill Pmt -Check | 12/12/2012  | 59323      | Home Energy Magazine                  | 248913-R1 Subscrip Renewal        | 75.00         |
| Bill Pmt -Check | 12/12/2012  | 59324      | Hylton Lumber Co                      | 4763                              | 7.46          |
| Bill Pmt -Check | 12/12/2012  | 59325      | J&R Products, Inc.                    |                                   | 315.88        |
| Bill Pmt -Check | 12/12/2012  | 59326      | Mr T Hardware & Building Supply       |                                   | 194.71        |
| Bill Pmt -Check | 12/12/2012  | 59327      | Piedmont Plastics                     | 4729                              | 1,970.77      |
| Bill Pmt -Check | 12/12/2012  | 59328      | Point-Five Windows, Inc.              | 4443                              | 267.44        |
| Bill Pmt -Check | 12/12/2012  | 59329      | Positive Energy                       | 4775                              | 237.77        |
| Bill Pmt -Check | 12/12/2012  | 59330      | Rocky Mountain Construction Wholesale | 4720                              | 3,500.00      |
| Bill Pmt -Check | 12/12/2012  | 59331      | Samuelson Hardware -9 Craig           | 4491                              | 3.30          |
| Bill Pmt -Check | 12/12/2012  | 59332      | Sanders True Value                    |                                   | 238.48        |
| Bill Pmt -Check | 12/12/2012  | 59333      | Summit Professional Services Inc      |                                   | 500.00        |
| Bill Pmt -Check | 12/12/2012  | 59334      | Westland Distributing Group           |                                   | 11,922.65     |
| Bill Pmt -Check | 12/12/2012  | 59335      | Whirlpool Contract/Retail             | VOID:Over payment Fridge returned |               |
| Bill Pmt -Check | 12/12/2012  | 59339      | Alpine PC                             |                                   | 90.00         |
| Bill Pmt -Check | 12/12/2012  | 59340      | Century Link                          |                                   | 536.71        |
| Bill Pmt -Check | 12/12/2012  | 59341      | Crystal Clear                         |                                   | 42.00         |
| Bill Pmt -Check | 12/12/2012  | 59342      | Foods of Vail-Home Catering Inc       |                                   | 487.80        |
| Bill Pmt -Check | 12/12/2012  | 59343      | Garfield County SO                    |                                   | 1,101.12      |
| Bill Pmt -Check | 12/12/2012  | 59344      | Infinite                              | Acct # IC26629                    | 11.74         |
| Bill Pmt -Check | 12/12/2012  | 59345      | Mesa County                           |                                   | 446.40        |
| Bill Pmt -Check | 12/12/2012  | 59346      | Quill Corporation                     |                                   | 217.75        |
| Bill Pmt -Check | 12/12/2012  | 59347      | Sullivan Green Seavy, LLC             |                                   | 8,591.50      |
| Bill Pmt -Check | 12/12/2012  | 59348      | Summit Car Clinic                     |                                   | 38.49         |
| Bill Pmt -Check | 12/12/2012  | 59349      | The Summit Recycler, Inc              |                                   | 50.00         |
| Bill Pmt -Check | 12/12/2012  | 59350      | Town of Gypsum Building Department    | 4812                              | 80.00         |
| Bill Pmt -Check | 12/12/2012  | 59351      | Town of Vail{vendor}                  |                                   | 635.06        |
| Bill Pmt -Check | 12/12/2012  | 59352      | UAVWF                                 |                                   | 4,374.66      |
| Bill Pmt -Check | 12/12/2012  | 59353      | US Bancorp Equipment Finance, Inc.    | Acct 500-0191331-000              | 785.50        |
| Liability Check | 12/14/2012  | EFT        | Colorado Department of Revenue        | 05-13802                          | 3,121.00      |
| Liability Check | 12/15/2012  | DD         | 1st Bank Direct Deposit               |                                   | 33,372.65     |
| Liability Check | 12/18/2012  | 59355      | Clerk of the Court                    | D. Churchill-11T454               | 400.00        |
| Bill Pmt -Check | 12/19/2012  | 59356      | 1st Bank Credit Card - WX GEO         |                                   | 13,978.47     |

| <u>Type</u>     | <u>Date</u> | <u>Num</u> | <u>Name</u>                        | <u>Memo</u>                          | <u>Credit</u> |
|-----------------|-------------|------------|------------------------------------|--------------------------------------|---------------|
| Bill Pmt -Check | 12/19/2012  | 59357      | Alpine Heating & Sheet Metal Inc   | 43/82                                | 195.00        |
| Bill Pmt -Check | 12/19/2012  | 59358      | Denver Winair Co                   | 4768                                 | 1,085.15      |
| Bill Pmt -Check | 12/19/2012  | 59359      | Ferguson Enterprises Inc #109      |                                      | 358.80        |
| Bill Pmt -Check | 12/19/2012  | 59360      | Mr T Hardware & Building Supply    |                                      | 112.52        |
| Bill Pmt -Check | 12/19/2012  | 59361      | Point-Five Windows, Inc.           |                                      | 1,085.70      |
| Bill Pmt -Check | 12/19/2012  | 59362      | Sanders True Value                 |                                      | 103.02        |
| Bill Pmt -Check | 12/19/2012  | 59363      | Town of Gypsum Building Department | Mech/Insulation permit for Ellsworth | 108.55        |
| Bill Pmt -Check | 12/19/2012  | 59364      | Westland Distributing Group        |                                      | 615.08        |
| Bill Pmt -Check | 12/19/2012  | 59365      | Whirlpool Contract/Retail          |                                      | 597.00        |
| Bill Pmt -Check | 12/19/2012  | 59366      | Summit Ford                        |                                      | 16,000.00     |
| Bill Pmt -Check | 12/19/2012  | 59367      | ZM Consulting, Inc                 |                                      | 3,830.00      |
| Liability Check | 12/20/2012  | Debit      | Employee Benefits Corporation      |                                      | 300.33        |
| Liability Check | 12/21/2012  | EFTPS      | US Treasury                        | 84-0639906                           | 5,391.38      |
| Bill Pmt -Check | 12/21/2012  | 59368      | Chocolate Software, LLC            |                                      | 780.00        |
| Bill Pmt -Check | 12/21/2012  | 59369      | Eagle County Healthy Aging         |                                      | 332.81        |
| Bill Pmt -Check | 12/21/2012  | 59370      | Edith Prescott                     |                                      | 145.00        |
| Bill Pmt -Check | 12/21/2012  | 59371      | Georgie Zinda                      |                                      | 120.00        |
| Bill Pmt -Check | 12/21/2012  | 59372      | Grand County Council on Aging      |                                      | 2,211.00      |
| Bill Pmt -Check | 12/21/2012  | 59373      | Grand County Government            |                                      | 3,847.71      |
| Bill Pmt -Check | 12/21/2012  | 59374      | Hagen, Betty                       |                                      | 88.62         |
| Bill Pmt -Check | 12/21/2012  | 59375      | Myrna Barta                        |                                      | 100.00        |
| Bill Pmt -Check | 12/21/2012  | 59376      | NW Legal Services                  |                                      | 2,417.22      |
| Bill Pmt -Check | 12/21/2012  | 59377      | Pitkin County Senior Services      |                                      | 20,450.43     |
| Bill Pmt -Check | 12/21/2012  | 59378      | Sandra Bainbridge                  |                                      | 565.48        |
| Bill Pmt -Check | 12/21/2012  | 59379      | Summit County Seniors Services     |                                      | 2,720.00      |
| Liability Check | 12/21/2012  | 59380      | Pinnacol Assurance                 | 38535                                | 3,165.00      |
| Bill Pmt -Check | 12/27/2012  | 59381      | 1st Bank Credit Card - COG         |                                      | 2,359.74      |
| Bill Pmt -Check | 12/27/2012  | 59382      | Eagle Co Health & Human Services   |                                      | 5,163.00      |
| Bill Pmt -Check | 12/27/2012  | 59383      | A+ Conferencing                    |                                      | 14.66         |
| Bill Pmt -Check | 12/27/2012  | 59384      | Best Western                       |                                      | 308.00        |
| Bill Pmt -Check | 12/27/2012  | 59385      | Breckenridge Police Department     |                                      | 1,260.08      |
| Bill Pmt -Check | 12/27/2012  | 59386      | Colorado Mtn News Media{vendor}    | Acct #1013279                        | 225.00        |
| Bill Pmt -Check | 12/27/2012  | 59387      | Comcast                            | Acct # 8497505740361267              | 127.44        |



| <u>Type</u>     | <u>Date</u> | <u>Num</u> | <u>Name</u>                       | <u>Memo</u>           | <u>Credit</u> |
|-----------------|-------------|------------|-----------------------------------|-----------------------|---------------|
| Bill Pmt -Check | 12/27/2012  | 59388      | Crystal Clear                     |                       | 42.00         |
| Bill Pmt -Check | 12/27/2012  | 59389      | Employee Benefits Corporation     |                       | 10.50         |
| Bill Pmt -Check | 12/27/2012  | 59390      | Foods of Vail-Home Catering Inc   |                       | 344.00        |
| Bill Pmt -Check | 12/27/2012  | 59391      | Laura Lews Marchino               |                       | 392.10        |
| Bill Pmt -Check | 12/27/2012  | 59392      | MTECH                             |                       | 400.00        |
| Bill Pmt -Check | 12/27/2012  | 59393      | Pitney Bowes                      |                       | 130.00        |
| Bill Pmt -Check | 12/27/2012  | 59394      | Quill Corporation                 |                       | 52.13         |
| Bill Pmt -Check | 12/27/2012  | 59395      | Summit Bookkeeping & Payroll, Inc |                       | 7,475.00      |
| Bill Pmt -Check | 12/27/2012  | 59396      | Verizon Wireless Services         |                       | 156.85        |
| Bill Pmt -Check | 12/27/2012  | 59397      | Wex Bank                          | Acct 0406-00-528478-1 | 5,679.44      |
| Bill Pmt -Check | 12/27/2012  | 59398      | X-cel Energy                      |                       | 18.76         |
| Bill Pmt -Check | 12/28/2012  | 3992       | Summit Bookkeeping & Payroll, Inc |                       | 175.00        |
| Bill Pmt -Check | 12/31/2012  | 59400      | City of Craig{vendor}             | 4820                  | 83.80         |
| Bill Pmt -Check | 12/31/2012  | 59401      | Town ofBreckenridge (vendor)      | 4816                  | 109.23        |
| Bill Pmt -Check | 12/31/2012  | 59404      | Lane Wyatt, Inc                   |                       | 5,341.40      |
| Check           | 12/31/2012  |            | 1st Bank                          | Service Charge        | 9.20          |
| Liability Check | 12/31/2012  | DD         | 1st Bank Direct Deposit           |                       | 34,112.51     |

Nov - Dec 12

Windy Gap Firming Project Intergovernmental Agreement (WGFP IGA)

The Municipal Subdistrict, Northern Colorado Water Conservancy District and its Windy Gap Firming Project Water Activity Enterprise, Board of County Commissioners of Grand County, Colorado, Middle Park Water Conservancy District, Colorado River Water Conservation District and Northwest Colorado Council of Governments enter into this Windy Gap Firming Project Intergovernmental Agreement (“WGFP IGA”) as of the latest date of execution of this WGFP IGA by the Parties.

**I) Definitions.**

- A. “1980 and 1985 Agreements” are the April 30, 1980 “Agreement Concerning the Windy Gap Project and the Azure Reservoir and Power Project” (“1980 Agreement”) and the March 29, 1985 “Supplement to Agreement of April 30, 1980” (“1985 Agreement”).
- B. “Accounting Year” for the Middle Park Water Apportionment will begin on August 1st and end on July 31<sup>st</sup> the following calendar year. Middle Park’s Accounting Year shall become effective on August 1 following execution of this WGFP IGA.
- C. “Active Storage” for Chimney Hollow Reservoir is that reservoir capacity contained between the invert of the reservoir outlet works and the normal high water line in Chimney Hollow Reservoir, or in the case of Alternative Reservoirs, the total capacity available for storage and release for the benefit of the WGFP.
- D. “Amendatory Contract” is the Amendatory Contract for the Introduction, Storage, Carriage, and Delivery of Water for Municipal Subdistrict, Northern Colorado Water Conservancy District, Colorado-Big Thompson Project, Colorado dated March 1, 1990 among Reclamation, the Subdistrict and Northern Water and any amendments, replacements, or supplements thereto necessary to implement the WGFP.
- E. “Carryover Balance” is a portion of a Water Apportionment that is available for use pursuant to this WGFP IGA that can be stored for multiple years.
- F. “Carryover Balance Limitation” is the maximum total Carryover Balance that can be credited to Middle Park or Grand County at any point in time.
- G. Chimney Hollow Reservoir (“Chimney Hollow Reservoir”) is that reservoir located on the East Slope identified in the Final Environmental Impact Statement for the Windy Gap Firming Project as the proposed action and any reservoir or reservoirs on the East Slope that are constructed as an alternative or in addition to the reservoir identified in the Final

Environmental Impact Statement (“Alternative Reservoir”), provided that the cumulative active storage capacity of Chimney Hollow Reservoir and any Alternative Reservoirs does not exceed 90,000 acre feet.

- H. Colorado River Water Conservation District, (“River District”) is a political subdivision of and a body corporate under the laws of Colorado, created by the provisions of C.R.S. §§ 37-46-101, et seq., for the purposes stated therein.
- I. Grand County (“Grand County”) is a county of the State of Colorado created by Article XIV of the Colorado Constitution and C.R.S. § 30-5-128, for the purposes stated therein.
- J. Middle Park Water Conservancy District (“Middle Park”) is a political subdivision of the State of Colorado, created under the provisions of C.R.S. §§ 37-45-101, et seq., for the purposes stated therein.
- K. Municipal Subdistrict, Northern Colorado Water Conservancy District, (“Subdistrict”) is a political subdivision of the State of Colorado, and formed under the provisions of C.R.S. §§ 37-45-101, et seq., for the purposes stated therein and as created by the Decree dated July 6, 1970, Weld County District Court, State of Colorado.
- L. Municipal Subdistrict, Northern Colorado Water Conservancy District, Windy Gap Firing Project Water Activity Enterprise (“WGFP Enterprise”) is a water activity enterprise of the Subdistrict organized under and pursuant to Article X, Section 20, of the Colorado Constitution and C.R.S. §§ 37-45.1-101 et seq.
- M. “Net Credited Storage,” is the amount of Windy Gap Project Water pumped at the Windy Gap Pumping Plant and conveyed to Granby Reservoir less any losses charged pursuant to the Amendatory Contract.
- N. Northern Colorado Water Conservancy District (“Northern Water”) is a political subdivision of the State of Colorado, created under the provisions of C.R.S. §§ 37-45-101, et seq., for the purposes stated therein, and is referenced in but not a party to this WGFP IGA.
- O. Northwest Colorado Council of Governments (“NWCCOG”) is a regional planning commission organized pursuant to C.R.S. § 30-28-105, and an association of local governments contracting pursuant to Article XIV, Section 18 of the Colorado Constitution and C.R.S. §§ 29-1-201, et seq., comprising municipalities and counties within the geographic boundaries of the Colorado counties of Grand, Eagle, Summit, Jackson, Routt, and Pitkin.

- P. “Prepositioning” is the manner of integrated operations of the Colorado-Big Thompson Project and WGFP described in the Final Environmental Impact Statement for the WGFP and as may be authorized by Reclamation in the Amendatory Contract and/or Reclamation’s Record of Decision for the WGFP.
- Q. “Pumping Costs” incurred by Middle Park or Grand County pursuant to this WGFP IGA are 110% of the average electrical power costs of pumping for the Windy Gap Project for that year on a per acre-foot basis for Net Credited Storage.
- R. United States Army Corps of Engineers (“USACE”) is referenced in but not a party to this WGFP IGA.
- S. United States Bureau of Reclamation, Department of the Interior (“Reclamation”) is referenced in but not a party to this WGFP IGA.
- T. “Water Apportionment” is Windy Gap Project Water that is made available for use by West Slope Parties pursuant to this WGFP IGA.
- U. “West Slope Parties” are Grand County, Middle Park, the River District, and NWCCOG.
- V. Windy Gap Firming Project (“WGFP”) is a proposed project that will use the Windy Gap Water Rights and that is described in the Final Environmental Impact Statement and Record(s) of Decision.
- W. “WGFP Completion” is the first time that the combined volume of Windy Gap Project Water stored in Chimney Hollow Reservoir and Windy Gap Project Water stored on behalf of WGFP Participants in Granby Reservoir is equal to 32% of the Active Storage of the constructed capacity of Chimney Hollow Reservoir.
- X. WGFP Participants (“WGFP Participants”) are those entities identified in the Final Environmental Impact Statement for the Windy Gap Firming Project, and also their successors and assigns, that hold a water allotment contract for the Windy Gap Project and own or are otherwise allocated a portion of the storage capacity of Chimney Hollow Reservoir.
- Y. “Windy Gap Project” is an existing water supply system defined in Part II.A. of the 1980 Agreement.
- Z. “Windy Gap Project Participants” are those entities that hold a water allotment contract for the Windy Gap Project.

- AA. “Windy Gap Project Water” is any water stored or diverted pursuant to the Windy Gap Water Rights. Both the Windy Gap Project and the Windy Gap Firming Project will divert and store Windy Gap Project Water. Windy Gap Project Water will be diverted under the Grand County 2012 WGFP (“1041”) Permit unless the Subdistrict notifies Grand County that it will divert under the original 1980 Windy Gap Project Permit. Only Windy Gap Project Water diverted under the terms and conditions of the 2012 WGFP (“1041”) Permit may be stored in Chimney Hollow Reservoir.
- BB. “WG Volumetric Limits” shall be those limitations set forth in Paragraph 34 of the 1980 Agreement, as modified by Paragraph 2 of the 1985 Supplemental Agreement. The WG Volumetric Limits are not affected or modified by this WGFP IGA.
- CC. “Windy Gap Water Rights” are defined in the Decrees entered on October 27, 1980 in Civil Action No. 1768, District Court, Grand County, State of Colorado and Case Nos. W-4001, 80CW108, and 85CW135, District Court, Water Division No. 5; the Decree entered on February 6, 1989 in Case No. 88CW169, District Court, Water Division No. 5, State of Colorado; and the Decree entered on July 19, 1990, in Case No. 89CW298, District Court, Water Division No. 5, State of Colorado (“Windy Gap Decrees”) and any subsequent diligence or other related decrees or amendments thereto.

**II) Relationship to 1980 and 1985 Agreements.**

This WGFP IGA supplements and partially amends the 1980 Agreement and the 1985 Agreement. The 1980 Agreement, as amended and supplemented by the 1985 Agreement, and the 1985 Agreement, remain valid and enforceable except as explicitly modified by this WGFP IGA. In the event of a termination of this WGFP IGA for any reason the 1980 and 1985 Agreements shall be enforceable according to their terms as if this WGFP IGA did not exist. While there are several signatories to the 1980 Agreement in addition to the undersigned parties, the rights of those additional signatories under the 1980 Agreement are not altered by this WGFP IGA.

**III) Terms of the Agreement**

- A. Enhancements. The benefits provided in this WGFP IGA are in addition to and are not a substitute for the mitigation required by governmental agencies with jurisdiction over the WGFP.
- B. Notification of Intent to Proceed with Windy Gap Firming Project.
  - 1) The Subdistrict will proceed as expeditiously as reasonably possible using its best efforts to cause the construction of Chimney Hollow Reservoir. The Subdistrict shall notify the West Slope Parties in writing whether or not it intends to proceed with the Windy Gap Firming Project within 10

years of the issuance of the 404 Permit for the WGFP by the United States Army Corps of Engineers (“USACE”) or upon execution of construction contracts for Chimney Hollow Reservoir, whichever occurs first.

- 2) This WGFP IGA shall terminate upon written notice to the West Slope Parties that the Subdistrict does not intend to proceed with the WGFP.
- 3) If the Subdistrict notifies the West Slope Parties that it intends to proceed with the WGFP, then it shall have the right under this WGFP IGA, but not the obligation, to construct and operate a total of 90,000 acre feet of storage on the Front Range. If the Subdistrict proceeds with the WGFP, then it shall provide all of the West Slope mitigation required by the Records of Decision for the WGFP and satisfy all of the obligations set forth in this WGFP IGA, regardless of the storage capacity that is authorized by the 404 Permit issued by the USACE, or the storage capacity that is ultimately constructed or utilized for the WGFP.

C. Except as necessary to ensure compliance with this WGFP IGA, all parties agree not to take any official action that results in a restriction of the right of the Subdistrict to construct, operate and use the full 90,000 acre feet of storage capacity of the Chimney Hollow Reservoir or Alternative Reservoir.

- 1) In the event of a breach of this obligation by Grand County, Paragraph IV. H. 2) of this WGFP IGA shall terminate and be of no further force or effect and the benefits provided to Grand County pursuant to Paragraph III.F. of this WGFP IGA and to Middle Park pursuant to Paragraph III.E. of this WGFP IGA shall be subject to the proportional reduction determined using the methods described in III.D.1.
- 2) In the event of a breach of this obligation by the River District, Paragraph IV. H. 2) of this WGFP IGA shall terminate and be of no further force or effect and the benefits provided to Grand County pursuant to Paragraph III.F. of this WGFP IGA and to Middle Park pursuant to Paragraph III.E. of this WGFP IGA shall be subject to the proportional reduction determined using the methods described in III.D.1.
- 3) In the event of a breach of this obligation by Middle Park, Paragraph III.E. of this WGFP IGA shall terminate and Middle Park shall receive water pursuant to the 1980 and 1985 Agreements, and the benefits provided to Grand County pursuant to Paragraph III.F. of this WGFP IGA shall be subject to the proportional reduction determined using the methods described in III.D.1 .
- 4) In the event of a breach of this obligation by NWCOG, Paragraph IV. H. 2) of this WGFP IGA shall terminate and be of no further force or effect and the benefits provided to Grand County pursuant to Paragraph III.F. of

this WGFP IGA and to Middle Park pursuant to Paragraph III.E. of this WGFP IGA shall be subject to the proportional reduction determined using the methods described in III.D.1.

- 5) The consequences provided for in Paragraphs III.C.1), III.C.2), III.C.3), and III.C.4) shall be suspended in the event that the Subdistrict later obtains the right to construct, operate, and use the full 90,000 acre feet of storage capacity of the Chimney Hollow Reservoir or Alternative Reservoir.

D. Proportional Reduction.

- 1) If a binding regulatory event, judicial determination, other implementation of existing or future legal requirements or restrictions, or other formal action of any entity causes or results in a permanent reduction in firm yield of the WGFP, other than a prohibition on prepositioning, then the West Slope Parties agree that the amount of water they receive pursuant to Paragraph III of this WGFP IGA will be subject to proportional reduction. The Parties agree to jointly determine the amount of said proportional reduction at the time the event takes effect or, as an alternative to the proportional reduction, identify measures that can be implemented to mitigate the reduction in firm yield of the WGFP. A proportional reduction shall be made to the Middle Park Water Apportionment and to the Grand County Water Apportionment under this WGFP IGA. In the event that the Parties cannot jointly determine what the proportional reduction should be, the issue of what constitutes a proportional reduction shall be resolved by a panel of three experts, one selected by the West Slope Parties, one selected by the WGFP Enterprise, and the third selected by the experts selected by the West Slope Parties and the WGFP Enterprise. If the determination of the expert panel is not acceptable, any Party may pursue any available judicial remedies.
- 2) If a binding regulatory event, judicial determination, other implementation of existing or future legal requirements or restrictions, or other formal action of any entity causes or results in a prohibition of prepositioning, then the West Slope Parties agree that the amount of water they receive pursuant to Paragraph III of this WGFP IGA shall be reduced in accordance with this Paragraph III.D.2).
  - (a) Middle Park Variable Water Supply will be reduced by reducing the 700 acre feet option in spill years in proportion to the amount of Windy Gap Project Water stored on August 1 in Chimney Hollow and Granby Reservoir, combined, as compared to the full storage capacity of Chimney Hollow Reservoir. If Middle Park elects to receive its portion of pumping in spill years, there shall be no reductions.

- (b) Grand County Variable Water Supply shall not be subject to reductions.
- (c) Middle Park Annual Water Supply shall not be subject to reductions.
- (d) Grand County annual amount of Transfer Water shall be reduced by 15%.

E. Middle Park Water Apportionment.

1) Middle Park Election to Receive Water.

The provisions of the 1980 and 1985 Agreements which relate to the operation of the Windy Gap Project and the rights and interests of Middle Park shall remain in place until such time as WGFP Completion, and the approval of this WGFP IGA by the Water Court, Water Division No. 5 by Decree not subject to appeal.

- (a) Middle Park shall have the right, within 1 year of WGFP Completion, to make a one-time and irrevocable election as to whether it will receive water pursuant to this WGFP IGA or receive water pursuant to the 1980 and 1985 Agreements.
- (b) If a binding regulatory event, judicial determination, or other implementation of existing or future legal requirements or restrictions occurs as provided in Paragraph III. D. then Middle Park shall have the right to make an election as to whether it will receive water pursuant to this WGFP IGA, or receive water pursuant to the 1980 and 1985 Agreements. Subdistrict shall notify Middle Park within 60 days of each regulatory event, judicial determination, or other implementation of existing or future legal requirements or restrictions and shall explain to Middle Park the effect(s) of the event, determination, or implementation on water available to Middle Park pursuant to this WGFP IGA. If Middle Park has not made this election pursuant to a previous event, this election will be made by Middle Park within one year after written notification of each event.
- (c) In the event that Middle Park elects to continue to receive water pursuant to the 1980 and 1985 Agreements following WGFP Completion, such water shall be available for use on August 1 of the Accounting Year immediately following pumping (except that any water pumped in August will be credited to the current Accounting Year), and any such water, which is unused on July 31<sup>st</sup> of that Accounting Year shall be transferred to Grand County on August 1<sup>st</sup> for use in accordance with Paragraph III. F. 2) and Paragraph III.F.4).



- 2) If Middle Park elects to receive water in accordance with this WGFP IGA, its apportionment will consist of the Middle Park Annual Water Supply and the Middle Park Variable Water Supply.
- 3) Middle Park Annual Water Supply.
  - (a) For the purposes of this WGFP IGA, Middle Park's Annual Water Supply is the combination of the 850 acre feet of Water defined in Section III.E.3)(b) and the 1,450 acre feet of Water defined in Section III.E.3)(c). Middle Park Annual Water Supply is not eligible to become a part of or contribute to the Middle Park Carryover Balance.
  - (b) 850 acre feet of Water. The Subdistrict and WGFP Enterprise will dedicate and set aside annually, but not cumulatively, at no cost to Middle Park, 850 acre feet of Windy Gap Project Water, which shall be available each and every year.
  - (c) 1,450 acre feet of Water.
    - (i) If the combined amount of Windy Gap Project Water stored in Chimney Hollow Reservoir and Windy Gap Project Water stored on behalf of WGFP Participants in Granby Reservoir at any time between the start of pumping of the Windy Gap Project and August 1<sup>st</sup> of any year is equal to or greater than 32% of the constructed capacity of Chimney Hollow Reservoir, the Subdistrict and WGFP Enterprise will dedicate and set aside at no cost 1,450 acre feet of water for Middle Park.
    - (ii) If the combined amount of Windy Gap Project Water stored in Chimney Hollow Reservoir and Windy Gap Project Water stored on behalf of WGFP Participants in Granby Reservoir at any time between the start of pumping of the Windy Gap Project and August 1<sup>st</sup> of any year does not equal or exceed 32% of the constructed capacity of Chimney Hollow Reservoir, the 1,450 acre feet of water will be reduced at the same proportion as the maximum amount of storage of Windy Gap Project Water stored in Chimney Hollow Reservoir and Windy Gap Project Water stored on behalf of the WGFP Participants in Granby Reservoir during the period between the start of pumping and August 1 is to 32% of the constructed capacity of Chimney Hollow Reservoir.
    - (iii) The Subdistrict and WGFP Enterprise shall provide Middle Park with the April 1<sup>st</sup> water supply forecast and any subsequent forecasts, which shall be used for planning

purposes to estimate the amount, if any, of the reduction in the 1,450 acre feet of water.

- (iv) In the event that Middle Park receives less than 1450 acre feet of water pursuant to paragraph III.E.3)(c)(ii), Middle Park may retain and use any unused Annual Water Supply from the prior Accounting Year to make up the difference between the amount which it receives pursuant to paragraph III.E.3)(c)(ii) and 1450 acre feet of water.
  - (d) The Middle Park Annual Water Supply is available to Middle Park during the Accounting Year. Unused water from the Middle Park Annual Water Supply from the prior Accounting Year will transfer on August 1st to Grand County pursuant to Paragraph III.F.2) unless some portion of the water from the prior year is required to make up for the reduction in the 1450 acre feet of Water pursuant to Paragraph III.E.3)(c)(iv). Grand County shall, subject to the limitations in Paragraph III.F.4), have the right to use Middle Park Annual Water Supply transferred from Middle Park to Grand County in accordance with this Paragraph III.E.3)(d).
  - (e) Middle Park's Annual Water Supply will not be reduced by any losses charged pursuant to the Amendatory Contract.
- 4) Middle Park Variable Water Supply.
- (a) Middle Park's Variable Water Supply is the water supply defined in this Paragraph III.E.4). Only Middle Park's Variable Water Supply is eligible to become part of or contribute to Middle Park's Carryover Balance and will be credited immediately upon pumping.
  - (b) The Subdistrict and WGFP Enterprise will provide a water supply forecast to Middle Park on April 1<sup>st</sup>.
  - (c) If the April 1<sup>st</sup> forecast does not anticipate a spill of Windy Gap Project Water, Middle Park may, on May 1<sup>st</sup> of that year, elect to receive 3.8% of the Windy Gap Project Water that will be diverted in the current water year in excess of 15,000 acre feet Net Credited Storage, up to a maximum of 1,500 acre feet Net Credited Storage as further limited by Middle Park's Carryover Balance Limitation. If the Windy Gap Project Participants have a need for additional water but do not wish to pay for the costs of additional pumping prior to such time as Middle Park has received 1,500 acre feet of Variable Water Supply, and the Windy Gap Water Rights are still in priority, Middle Park may request that the Subdistrict continue diversions of Windy

Gap Project Water up to the 1,500 acre feet maximum, as limited by Middle Park's available Carryover Balance Limitation.

- (d) If the April 1<sup>st</sup> forecast anticipates a spill of Windy Gap Project Water or if a spill has actually occurred, Middle Park shall, by May 1<sup>st</sup>, elect whether it will:
  - (i) Receive 3.8% of the Windy Gap Project Water diverted and stored in the current water year in excess of 15,000 acre feet Net Credited Storage, up to a maximum of 1,500 acre feet of Net Credited Storage, and as further limited by Middle Park's available Carryover Balance Limitation. If the Windy Gap Project Participants have a need for additional water but do not wish to pay for the costs of additional pumping prior to such time as Middle Park has received 1,500 acre feet of Variable Water Supply, and the Windy Gap Water Rights are still in priority, Middle Park may request that the Subdistrict continue diversions of Windy Gap Project Water up to 1,500 acre feet maximum, as limited by Middle Park's Carryover Balance Limitation; or
  - (ii) Receive from the Subdistrict and WGFP Enterprise by substitution such additional amount of Windy Gap Project Water stored in Chimney Hollow Reservoir as is required to result in a total Carryover Balance of 700 acre feet of Middle Park Variable Water Supply, which 700 acre feet shall not be subject to spill; or
  - (iii) Middle Park may elect to not receive any Middle Park Variable Water Supply.
- (e) Middle Park shall pay to the Subdistrict the Pumping Costs for pumping the Middle Park Variable Water Supply which it elects to receive pursuant to Paragraph III.E.4).
- 5) The Subdistrict will release Middle Park Annual Water Supply and Middle Park Variable Water Supply at the request of Middle Park for all beneficial uses allowed by the 1980 Agreement and 1985 Agreement. Such uses shall include direct use or use by substitution, augmentation, or exchange, including but not limited to, exchange into Wolford Mountain Reservoir or replacement to Denver Water by entities that have Middle Park Contracts, and any other use authorized in a subsequent written agreement between Middle Park, the Subdistrict, and WGFP Enterprise.

F. Grand County Water Apportionment.

- 1) For the purposes of this WGFP IGA, the Grand County Water Apportionment consists of the Grand County Transfer Water, the Grand County Interim Transfer Water, and the Grand County Variable Water Supply described in this Paragraph III.F. The Grand County Water Apportionment shall be used as directed by Grand County and consistent with this WGFP IGA.
- 2) Grand County Interim Transfer Water and Grand County Transfer Water.
  - (a) Grand County Transfer Water is any of the Middle Park Water Apportionment received by Middle Park which is transferred to Grand County on August 1<sup>st</sup> of each year pursuant to Paragraph III.E.1)(c) and Paragraph III.E.3)(d).
  - (b) Commencing on the first day of August, but no less than 12 months after the execution of this WGFP IGA, the Subdistrict shall make available for Grand County's use 50% of any of the Middle Park Water Apportionment that is unused from the previous year (the "Grand County Interim Transfer Water"). Upon WGFP Completion, the Grand County Interim Transfer Water shall vest as 100% of the water provided by Paragraph III.E.1)(c) and Paragraph III.E.3)(d). In the alternative, the Subdistrict's provision of the Grand County Interim Transfer Water will cease upon notice pursuant to III.B.2) that the Municipal Subdistrict does not intend to proceed with the WGFP.
  - (c) Grand County Transfer Water must be either: (1) used between August 1<sup>st</sup> and October 15<sup>th</sup> of the then current water year, or (2) on October 15<sup>th</sup> become Grand County Carryover Balance, as limited by Grand County's available Carryover Balance Limitation.
  - (d) Grand County's Transfer Water shall not be subject to any losses charged pursuant to the Amendatory Contract until such water is transferred to Grand County's Carryover Balance, at which time it will be assessed the appropriate losses, if any, specified in the Amendatory Contract.
- 3) Grand County Variable Water Supply shall include the following elements:
  - (a) Concurrent Pumping.
    - (i) Grand County Concurrent Pumping shall become available at WGFP Completion.

- (ii) Grand County may, by May 1<sup>st</sup> of each year, elect to receive 3.8% of the Windy Gap Project Water diverted and stored in the current water year in excess of 15,000 acre feet Net Credited Storage, up to a maximum of 1,500 acre feet Net Credited Storage, and as further limited by Grand County's available Carryover Balance Limitation.

(b) Additional Pumping.

- (i) Grand County Additional Pumping shall become available at WGFP Completion.
- (ii) If Windy Gap Project Participants and WGFP Participants have a need for additional water but do not wish to pay for the costs of additional pumping prior to such time as Grand County has received 1,500 acre feet of water from Concurrent Pumping and the Windy Gap Water Rights are still in priority, Grand County may request that the Subdistrict continue Windy Gap Project Water diversions up to a combined maximum of 1,500 acre feet of Concurrent and Additional Pumping, as further limited by the available Grand County Carryover Balance Limitation. The Subdistrict and WGFP Enterprise will make best efforts to provide five (5) days advance notice of the anticipated end of pumping for Windy Gap Project Participants and WGFP Participants.

(c) End of Year Pumping.

- (i) Prior to WGFP Completion, Grand County may request that the Subdistrict continue Windy Gap Project Water diversions if the Windy Gap Project Participants have a need for additional water but do not wish to pay for the costs of additional pumping and the Windy Gap Project Water Rights are in priority, as limited by the Grand County Carryover Balance Limitation.
- (ii) After WGFP Completion, Grand County may request that the Subdistrict continue Windy Gap Project Water diversions if the Windy Gap Project Participants, WGFP Participants, and Middle Park have a need for additional water but do not wish to pay for the costs of additional pumping and the Windy Gap Project Water Rights are in priority, as limited by the Grand County Carryover Balance Limitation.

- (d) Grand County's Variable Water Supply shall be credited to Grand County's Carryover Balance immediately upon pumping.

- (e) Grand County shall pay pumping costs for the Grand County Variable Water Supply provided pursuant to Paragraph III.F.3).
- 4) The Subdistrict will release the Grand County Water Apportionment from Granby Reservoir at the request of Grand County or its designee for diversion for irrigation, domestic, municipal or industrial uses on the West Slope that do not require a change of the Windy Gap Water Rights. The Parties will use their best efforts to effectuate the purposes of the Grand County Water Apportionment in a manner that does not require a change of the Windy Gap Water Rights. The Parties acknowledge that Grand County intends to time such releases for beneficial use in a manner that results in optimizing the benefits to aquatic and recreation resources within the County and furthering the goals of the Learning by Doing Cooperative Effort (Exhibit 1). The Parties intend that the Grand County Water Apportionment not be diverted for irrigation, domestic, municipal or industrial uses upstream of the confluence of the Colorado River and Blue River by any person or any entity.
  - (a) The Parties intend for the reservoir releases of the Grand County Water Apportionment to increase the flow of water through the County above flows that would otherwise exist. To accomplish these objectives, the River District will make good faith efforts to arrange for the delivery of the Grand County Water Apportionment for diversion and beneficial use for irrigation, domestic, municipal or industrial uses on the Colorado River or its tributaries, below the confluence of the Blue and Colorado Rivers. Unless otherwise directed by Grand County, the River District's efforts will be focused on diversion and beneficial use downstream of the confluence of the Colorado and Roaring Fork Rivers but upstream of the Utah State Line.
  - (b) Grand County and the Subdistrict may request annual reports of the beneficial use made of the Grand County Water Apportionment. Any dispute regarding such use will be resolved in accordance with the Conflict Resolution provisions of this WGFP IGA (Paragraph VI.O.). Regardless of the outcome of any dispute regarding this paragraph, the Parties agree that the River District shall not bear any liability regarding the beneficial use of, or the failure to arrange for the beneficial use any of, the Grand County Water Apportionment.
  - (i) Following is a list of representative, but not exclusive, beneficial uses that the Parties agree satisfy the intent of this paragraph III.F.4):

Diversion for irrigation (including agriculture, lawn watering, parks, and stock-water), domestic, municipal, or industrial uses by: the Grand Valley Irrigation Company (irrigation, including uses incident of irrigation); Grand Valley Water Users Association (including irrigation, power generation, and uses incident to those uses); Orchard Mesa Irrigation District (irrigation, irrigation lift/pumping, power generation, and exchanges incident to such uses); Palisade Irrigation District (irrigation); Mesa County Irrigation District (irrigation); Ute Water Conservancy District (including municipal); Town of Clifton (municipal); Silt Water Conservancy District (irrigation and domestic); Town of Silt (municipal); Town of New Castle (municipal); City of Rifle (municipal); Battlement Mesa (municipal); diversions at the Bluestone or Town of Debeque intakes (municipal, irrigation, and industrial); substitutions in lieu of releases from Wolford Mountain Reservoir or Ruedi Reservoir for municipal, irrigation or industrial uses under the River District's water marketing program; substitutions in lieu of releases from, or exchanges into, Williams Fork Reservoir to increase the amount of, or flexibility of use, of water in Grand County's account in Williams Fork Reservoir; transit losses attributable to such uses as may be assessed by the State Engineer.

- 5) The Parties agree that, if Grand County determines then-current stream flow conditions in the County are sufficient to satisfy the purposes of the releases of water as described in Paragraph III.F.4), including downstream of the confluence of the Colorado and Blue Rivers, then the Grand County Water Apportionment may be exchanged or substituted for water that otherwise would be released from Wolford Mountain Reservoir, Green Mountain Reservoir or Williams Fork Reservoir in order to assist Front Range and West Slope water users in managing limited water supplies for use in the upper Colorado River basin.

G. Priority of Pumping. The right of Middle Park and Grand County to pump additional water pursuant to Paragraphs III.E.4)(c), III.E.4)(d)(i) and III.F.3)(b)(ii) shall be shared on an equal basis between Middle Park and Grand County.

H. Middle Park and Grand County Water Apportionments, Carryover Balances, and Carryover Balance Limitations.

- 1) Subject to the provisions of this Paragraph III.H., Middle Park and Grand County may each have a Carryover Balance derived from Water Apportionments made available pursuant to Paragraphs III.E.4), III.F.2) and III.F.3). The maximum Carryover Balance available to Middle Park

and Grand County shall not exceed their respective Carryover Balance Limitation.

- 2) Middle Park shall have the right to a Carryover Balance Limitation of 3,000 acre feet for its Variable Water Supply for use in the then current or subsequent water years.
- 3) Grand County Carryover Balance Limitations.
  - (a) Upon execution of this WGFP IGA and until WGFP Completion, Grand County shall have the right to accrue a maximum of 7,500 acre feet of Carryover Balance for use in the then current or subsequent water years.
  - (b) Upon WGFP Completion Grand County's Carryover Balance Limitation shall be reduced to 6,000 acre feet until at such time as the Windy Gap Project Water stored in Chimney Hollow Reservoir has reached, at any point in time, 85% of the constructed active storage capacity of Chimney Hollow Reservoir .
  - (c) At such time as the Windy Gap Project Water stored in Chimney Hollow Reservoir has reached, at any point in time, 85% of the constructed active storage capacity of Chimney Hollow Reservoir, Grand County's Carryover Balance Limitation shall be reduced to 4,500 acre feet
  - (d) The permanent Grand County Carryover Balance Limitation shall be 4,500 acre feet. If Chimney Hollow Reservoir construction begins but is not completed as a result of actions by the West Slope Parties, any water stored in this account will revert to the Subdistrict.
- 4) Except during the first fill of Chimney Hollow, during which Paragraphs III.H.3) controls, Middle Park and Grand County can share a combined Carryover Balance Limitation of 7,500 acre feet. Middle Park and Grand County shall notify the Subdistrict before or during pumping of their intent to share the Carryover Balances and the respective amounts of water to be stored for each.
- 5) Any Carryover Balance of Middle Park or Grand County shall be reduced by any losses, if any, charged pursuant to the Amendatory Contract. Middle Park and Grand County shall be provided with documentation of such charges before any such reductions.
- 6) Any Variable Water Apportionment and any Carryover Balance made available to Middle Park or Grand County pursuant to this WGFP IGA shall be subject to a pro rata share of monetary charges, payable by Middle



Park or Grand County as applicable, for storage of Windy Gap Project Water in Granby Reservoir, if any, assessed pursuant to the Amendatory Contract. The Parties will advocate to Reclamation that no monetary charges be assessed for storage of Windy Gap Project Water in Granby Reservoir.

- 7) The Parties will advocate that Reclamation adopt specific and different shrink charges for introduction and storage of Windy Gap Project Water on the West Slope and conveyance and delivery of Windy Gap Project Water to the east slope.
- 8) All Carryover Balances referred to in this paragraph III.H. shall be Net Credited Storage.

I. Spill Criteria:

- 1) 1<sup>st</sup> to spill - Grand County Carryover Balance over 1,500 acre feet.
- 2) 2<sup>nd</sup> to spill - Any remaining Grand County Carryover Balance, any Middle Park Carryover Balance, and any Windy Gap Project Water stored on behalf of the WGFP Participants proportionally, based on Carryover Balances and Windy Gap Project Water in storage on behalf of the WGFP Participants as of the date(s) of spill.
- 3) 3<sup>rd</sup> to spill – Windy Gap Project Water stored on behalf of Windy Gap Project Participants that are not WGFP Participants.

J. No Paper Spills. In the event that Middle Park or Grand County have a Carryover Balance and the total amount of Colorado-Big Thompson Project water in active storage in Granby Reservoir and Chimney Hollow Reservoir, combined, reaches 465,568 acre feet, Middle Park's and Grand County's Water Apportionments will only spill in the event of a physical spill from Granby Reservoir. Any physical spill of Windy Gap Project Water will be allocated between WGFP Participants, Middle Park, and Grand County in accordance with Paragraph III.I.

K. Minimum Pumping. If Windy Gap Project Water is not already being pumped, the Subdistrict shall not be required to pump Variable Water Supply for any party unless the Subdistrict's water supply forecasts predict that there will be a minimum of 1,000 acre feet of water available for diversion and storage under the Windy Gap Water Rights at the time of the proposed pumping during the current pumping season.

L. Pumping Costs. Pumping Costs shall be payable 30 days after the submission of an invoice by the Subdistrict at the end of the then current pumping season to the appropriate entity. The invoice shall include the actual bills from the

power provider. In the event of a delinquency or failure to pay Pumping Costs by Middle Park or Grand County, the Subdistrict shall suspend release of any Variable Water Supply held by the Subdistrict for that entity and all future pumping for the delinquent Party pursuant to this WGFP IGA until any delinquent payments have been made in full.

**IV) Additional Provisions**

- A. **Wolford Protection.** The Subdistrict, and the WGFP Enterprise agree that the Windy Gap Project and the WGFP will be operated in a manner that does not diminish the ability of the Colorado River Water Conservation District to capture the natural flow of Muddy Creek up to a maximum of 65,998 acre feet pursuant to the water rights, applicable permits, and operating criteria for Wolford Mountain Reservoir.
- B. **Future Uses.** The Subdistrict and WGFP Enterprise agree to not place a call under the Windy Gap Decrees on any present or future water rights on the Colorado and Fraser Rivers and their tributaries above Windy Gap Reservoir; Provided, however, the Windy Gap Project and WGFP may divert any water which can be diverted in priority at the decreed point of diversion without placing a call as described above except for water provided as described in paragraph IV. M. of this WGFP IGA.
- C. **Open Space.** Upon execution of this WGFP IGA, the Subdistrict agrees to impose a deed restriction on the sale of any parcel that requires subsequent development of the parcel to be approved subject to the existing Grand County Rural Land Use Process in conformance with C.R.S. § 30-28-403, as it exists now or may be amended in the future; provided, however, that nothing in this WGFP IGA or in the deed restriction shall affect or preclude the sale or development of such parcel(s) pursuant to provisions of existing or future law that allow the sale or development of lands in a manner that is not within the definition of a “subdivision” or “subdivided land”.
- D. **Public Access.** Upon execution of this WGFP IGA, the Subdistrict will make arrangements with Northern Water to provide public access to that portion of Willow Creek located on Northern Water’s lands for as long as Northern Water owns the lands adjacent to Willow Creek, if and to the extent that the public access will be managed by the Colorado Division of Parks and Wildlife or other entity acceptable to Northern Water.
- E. **Jasper Reservoir Conditional Water right.** The Subdistrict will abandon the conditional water right for Jasper Reservoir upon WGFP Completion.
- F. **Recording and Telemetry Devices.** Recording and telemetry devices for flow measuring devices approved by the Colorado State Engineer will be acquired, installed, operated, maintained and replaced by and at the expense of the

WGFP Enterprise if it is able to obtain permanent access agreements allowing the WGFP Enterprise to install, operate, maintain, and replace such devices.

- G. Water Accounting. The Subdistrict agrees to submit detailed daily water accounting to the State of Colorado Division Engineer as required by the Division Engineer and provide copies to the West Slope Parties.
- H. Future Water Development.
- 1) Compact Curtailment Plan. The Signatories agree to cooperate in good faith toward the development of a plan to avoid and address a potential curtailment of existing Colorado water rights under the provisions of the 1922 Colorado River Compact and the 1948 Upper Colorado River Compact. The Signatories agree to meet and confer before the Municipal Subdistrict or WGFP Enterprise take any action pursuant to Paragraph IV.H.3. of this WGFP IGA.
  - 2) The Subdistrict and WGFP Enterprise agree that, without the prior express written consent of Grand County and the Colorado River Water Conservation District, they will not (a) acquire any existing water rights in Grand County; (b) construct additional water supply facilities in Grand County, (c) appropriate new water rights in Grand County; or (d) appropriate any new water rights in Water Division No. 5 that will result in depletions of water from Grand County.
  - 3) Compact Curtailment Actions.
    - (a) To the extent, and during such time that the operation of the Windy Gap Project or WGFP, or the exercise of the Windy Gap Project Water Rights, is or may in the future be curtailed, limited, or otherwise restricted as the result of, or for the purpose of, compliance with the 1922 Colorado River Compact or 1948 Upper Colorado River Compact ("Compact Curtailment"), the Municipal Subdistrict or WGFP Enterprise may take any actions or use any existing or future facilities as may be required to provide a water supply to the Municipal Subdistrict or WGFP Enterprise, as limited by and subject to the WG Volumetric Limits ("Compact Curtailment Actions") and the express obligations of the Subdistrict and WGFP Enterprise under this WGFP IGA. The Municipal Subdistrict or WGFP Enterprise may undertake such Compact Curtailment Actions as may be necessary to prudently plan and prepare in advance of any potential Compact Curtailment; Provided however, that any such advance Compact Curtailment Actions will be implemented only during such time that the quantity of water that would otherwise be diverted under the Windy Gap Water Rights is reduced as the result of a Compact

**Curtailment.** The West Slope Parties may oppose any Compact Curtailment Actions in any forum.

- (b) Nothing in this WGFP IGA, including without limitation Paragraphs IV.H.1) and IV.H.2) above, shall affect, limit, or otherwise restrict the right of the Municipal Subdistrict or WGFP Enterprise to take any actions or to use any existing or future facilities as required to provide a water supply to the Municipal Subdistrict or WGFP Enterprise, as limited by and subject to the WG Volumetric Limits, in the event, to the extent, and during such time that the operation of the Windy Gap Project or WGFP, or the exercise of the Windy Gap Project Water Rights, is or may in the future be curtailed, limited, or otherwise restricted as the result of or for the purpose of compliance with the 1922 Colorado River Compact or 1948 Upper Colorado River Compact. Nothing in this WGFP IGA shall limit or restrict the right of West Slope Parties to oppose any such actions or use of any such existing or future facilities.
- (c) Nothing in this Paragraph IV.H.3 shall be construed to 1) allow the Subdistrict or WGFP Enterprise to increase the yield of the WG Project or WGFP at times other than when the quantity of water that would otherwise be diverted under the Windy Gap Water Rights is reduced as the result of the enforcement of the 1922 Colorado River Compact or 1948 Upper Colorado River Compact, or 2) use any banked or stored water in a manner that causes an increase in the yield of the Windy Gap Project or WGFP at times other than when the quantity of water that would otherwise be diverted under the Windy Gap Water Rights is reduced as the result of the enforcement of the 1922 Colorado River Compact or 1948 Upper Colorado River Compact.
- (d) Nothing in this Paragraph IV.H.3) shall affect the obligations of the Subdistrict and WGFP Enterprise under Paragraph III. of this WGFP IGA.
- 4) Nothing in this WGFP IGA shall affect, limit, or otherwise restrict the right of the Municipal Subdistrict to fully utilize the Windy Gap Water Rights and associated existing facilities in Grand County or any existing or future facilities on the East Slope, or existing or future water rights in Water Division No. 1 in a manner that will not exceed the WG Volumetric Limits. The West Slope Parties reserve the right to oppose any actions taken by the Subdistrict intended to achieve the WG Volumetric Limits using existing or future facilities or water rights that are not expressly authorized by the 1980 Agreement, the 1985 Supplemental Agreement, and this WGFP IGA.

- 5) Any consent of Grand County under Paragraph IV.H.2) shall not be construed as a limitation on or waiver of any review, approval, or permit authority, or a predetermination of any action to be taken thereunder by Grand County.
  - 6) Nothing in this WGFP IGA shall affect, limit, or otherwise restrict the maintenance, repair, replacement or rehabilitation of the existing Windy Gap Project facilities, replacement facilities, or rehabilitated facilities located in Grand County.
- I. CWCB Instream Flow. The Subdistrict and WGFP Enterprise will support the entry of a decree in accordance with applicable law for a CWCB instream flow on the Colorado River mainstem from the confluence of the Blue and Colorado Rivers to a point immediately upstream of the confluence of the Eagle and Colorado Rivers if a) the CWCB instream flow is not used as a basis for imposing restrictions or limitations on the WGFP, b) the West Slope Parties agree that they will never assert in any forum that the CWCB Instream flow be used as a basis for restrictions or limitations on the WGP or WGFP, and c) the right is subject to substantively the same terms and conditions as are set forth in the Findings of the CWCB in declaring its intent to appropriate dated \_\_\_\_\_, 2011.
  - J. Grand County RICD. Subdistrict and WGFP Enterprise will not oppose the entry of a decree in Case No. 10CW298 consistent with the draft decree dated September 20, 2012 and stipulation attached as Exhibit 2 to this WGFP IGA.
  - K. Shoshone Outage Protocol.
    - 1) For purposes of this WGFP IGA, the Shoshone Outage Protocol means that the Windy Gap Project and WGFP will operate as described in this paragraph IV.K.1), IV.K.2), and IV.K.3) during periods when the Shoshone Power Plant is shutdown or otherwise not able to divert the full amount of its 1,250 cfs senior water right due to repair, maintenance, or other reasons (“Shoshone Outage”). When the Windy Gap Project’s participation in the Shoshone Outage Protocol is in effect pursuant to this WGFP IGA, the Windy Gap Project and WGFP will bypass the amount of water that the Windy Gap Project and WGFP would have been required to bypass if the Senior Shoshone Call had been in effect in order to result in a flow of not more than 1,250 cfs at the Dotsero gage on the Colorado River (not including any water released for endangered fish species purposes). For purposes of this WGFP IGA, a Shoshone Outage does not include a shutdown of the Shoshone Power Plant for regularly scheduled maintenance for a cumulative period of 17-days during the period of November 1 through March 15.

- 2) The Windy Gap Project and WGFP will operate in accordance with the Shoshone Outage Protocol from July 16-April 14 of each year. Prior to WGFP Completion, the Windy Gap Project and WGFP may operate in accordance with the Shoshone Outage Protocol during the period of April 15-July 15 on a voluntary cooperative basis. Following WGFP Completion, the Windy Gap Project and WGFP will operate in accordance with the Shoshone Outage Protocol during the period April 15 – July 15 at any time during this period when the combined amount of Windy Gap Project Water stored in Chimney Hollow Reservoir and Windy Gap Project Water stored on behalf of WGFP Participants in Granby Reservoir is greater than 50% of the Active Capacity of Chimney Hollow Reservoir.
- 3) Participation in the Shoshone Outage Protocol by the Windy Gap Project and WGFP during the period of April 15-July 15 will be limited to a total maximum volume of foregone pumping equal to 10,000 acre feet (30 days with one pump running) in one year, a total of 20,000 acre feet (60 days with one pump running) in any 3 consecutive year period, and a total of 30,000 acre feet (90 days with one pump running) in any 5 consecutive year period.
- 4) The Subdistrict agrees that it will participate in good faith in negotiations to achieve permanent management of the flow of the Colorado River to address certain flow changes that result during a Shoshone Outage.

L. Cooperative Effort for Aquatic Environment. The Subdistrict and the WGFP Enterprise, Grand County, Middle Park, and the River District agree to participate in the Learning by Doing Cooperative Agreement (“Cooperative Agreement”) as defined in the Intergovernmental Agreement for The Learning by, Doing Cooperative Effort which is attached as Exhibit 1 but which is not a part of or incorporated within this WGFP IGA. Any amendments to the Cooperative Agreement shall not require amendment or modification of this WGFP IGA.

M. Colorado River Cooperative Agreement. The Subdistrict and the WGFP Enterprise agree not to oppose or otherwise interfere with the efforts to obtain such court decrees and approvals as are necessary for the Colorado River Cooperative Agreement to the extent that the court decrees and approvals do not adversely affect the WGFP or Windy Gap Project. The Subdistrict further agrees that it will not divert water that would not have been available but for the actions of the Management Committee or Grand County pursuant to the Learning by Doing process.

N. Wild and Scenic. Within one year of issuance of an acceptable permit for the WGFP, the Subdistrict shall pay \$50,000 and the River District shall pay \$25,000 to the Endowment Fund of the Upper Colorado River Wild and Scenic Stakeholder Group for use to protect Wild and Scenic resources

identified in the Colorado River from Kremmling downstream to No Name. The Subdistrict's contribution provided herein shall satisfy the obligation of the Subdistrict and WGFP Enterprise to contribute endowment funds for Wild and Scenic purposes under this WGFP IGA. The Subdistrict agrees that the River District's contribution provided herein shall satisfy the obligation of the River District to contribute endowment funds for Wild and Scenic purposes under the WGFP IGA. The Subdistrict will contribute 20% of the amount contributed by the River District, not to exceed \$5,000 annually adjusted annually by the Denver-Boulder-Greeley CPI-U, for annual operating costs of the Upper Colorado River Wild and Scenic Stakeholder Group.

- O. Windy Gap Water Right Diversion at Granby Reservoir. Absent the express written consent of Grand County and the River District, the Subdistrict and WGFP Enterprise agree that neither will divert water at Granby Reservoir under the priority of the Windy Gap Decrees or during free-river conditions.
- P. Bypass of Windy Gap Reservoir. The Subdistrict will enter into an agreement with Colorado Division of Parks and Wildlife to provide up to \$250,000 to study methods for bypass of flows, sediment, and/or fish around or through Windy Gap Reservoir and identify potential modifications that would provide tangible benefits to aquatic resources below Windy Gap Reservoir. The implementation of recommendations resulting from the study will not constitute a violation of or require amendment of this WGFP IGA or the 1980 and 1985 Agreements.

**V) West Slope Parties' Commitments**

- A. No Opposition to WGFP. The West Slope Parties will not oppose final state and federal approvals of the WGFP, subject to performance of this WGFP IGA by the Subdistrict and WGFP Enterprise and the performance of such mitigation, requirements, and conditions as are required in those approvals, including but not limited to the Records of Decision by Reclamation and USACE, the Amendatory Contract, 401 Certification, or the 404 Permit. Nothing herein shall affect any 1041 authority of Grand County.
- B. Reopen Approvals or Authorizations. The West Slope Parties will not request that any governmental approval or authorization of the Windy Gap Project or the WGFP be subject to provisions that have the effect of reopening the governmental approval or authorization. For a period of five years from the date of the first diversions into the constructed Chimney Hollow Reservoir, no party will unilaterally request, or cause others to request, that the United States Army Corps of Engineers or other regulatory agency with jurisdiction and authority over the WGFP, reopen a permit or license for the Windy Gap Project or WGFP for any reason except as may be necessary to preserve any right to undertake such action prior to expiration of any applicable legal deadline or statute of limitation. Each party reserves the right to oppose any

such efforts to reopen the permits or licenses for the Windy Gap Project or WGFP. This Paragraph V.B. is not intended to prevent the West Slope Parties from commencing any legal action to enforce this WGFP IGA or to request enforcement of specific terms of federal permits.

- C. Windy Gap Reservoir Conditional Storage Right. The West Slope Parties will not oppose future applications to make the remaining conditional portion (1,101.14 acre feet) of the existing Windy Gap Reservoir storage right absolute.
- D. Modification of Windy Gap Decree. The West Slope Parties will consent to the entry of a decree modifying the existing Windy Gap Decrees to incorporate this WGFP IGA and will not assert that a change of the Windy Gap Water Rights is required for the operations of the Windy Gap Project or WGFP in a manner consistent with this WGFP IGA.

**VI) Further Agreements of the Parties**

- A. Reform of Invalid Provisions. Wherever possible each provision of this Agreement shall be interpreted and implemented to be effective and valid under applicable law. If any provision or portion of this WGFP IGA is determined to be invalid or unenforceable by a final, non-appealable order or decision of any judicial or administrative body with jurisdiction, the Parties agree to reform this WGFP IGA to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the invalid or unenforceable provision. The provisions of this WGFP IGA shall be reasonably and liberally construed to achieve the intent of the Parties.
- B. No Party will oppose final state, local and federal approvals of the WGFP, subject to performance of this WGFP IGA by the Subdistrict and WGFP Enterprise and the performance of such mitigation, requirements, and conditions as are required in those approvals, including but not limited to the Records of Decision by Reclamation and USACE, the WGFP Amendatory Contract, 401 Certification, or the 404 Permit. Nothing herein shall affect any 1041 authority of Grand County.
- C. The Subdistrict agrees that conditions of the federal authorization for the WGFP will include provisions that substantially conform to the following:
  - 1) the total volume of Colorado-Big Thompson Project water stored in the combination of Granby and Chimney Hollow Reservoirs will not exceed 465,568 acre feet. For the purposes of this Paragraph of the WGFP IGA, the amount of Colorado-Big Thompson Project water in storage in Granby Reservoir shall be the amount of Colorado-Big Thompson Project water



stored above the invert of the Farr Pumping Plant Intake and below the normal high water line; and

- 2) in any year in which the April 1st or subsequent projection by Northern Water anticipates a spill at Granby Reservoir, Colorado-Big Thompson Project water then in storage in Chimney Hollow Reservoir shall not be released to satisfy delivery requirements to Colorado-Big Thompson Project Allottees if such release would allow the capture and storage of additional Colorado-Big Thompson Project water in Granby Reservoir.

- D. Nothing in this WGFP IGA shall be construed to limit the discretion of the Northern Colorado Water Conservancy District or Reclamation regarding the operation of the Colorado-Big Thompson Project, including, without limitation the pre-emptive release of Windy Gap Project water from Granby Reservoir that may increase the risk of or result in a spill of water provided to Middle Park or Grand County (any such spill in accordance with Paragraph III.I of this WGFP IGA).
- E. Except as necessary to comply with the express terms of this WGFP IGA, nothing in this WGFP IGA shall be construed to limit the discretion of the Subdistrict or WGFP Enterprise regarding the operation of the Windy Gap Project or Windy Gap Firming Project, including, without limitation, the pre-emptive release of Windy Gap Project Water from Granby Reservoir that may increase the risk of or result in a spill of water provided to Middle Park or Grand County in accordance with Paragraph III.I of this WGFP IGA (any such spill in accordance with Paragraph III.I of this WGFP IGA).
- F. The Parties agree that performance of this WGFP IGA, compliance with any mitigation requirements for the WGFP imposed by a federal or state agency, and compliance with the requirements of a Grand County 2012 Windy Gap Firming Project (“1041”) Permit for the WGFP shall constitute full and complete satisfaction of the obligations of the Subdistrict and WGFP Enterprise to set forth and complete a plan with respect to the WGFP which satisfies the requirements of C.R.S. § 37-45-118(1)(b)(II) of the Water Conservancy Act.
- G. This WGFP IGA does not limit, change or expand the role of or protections afforded to all Parties with interests in the Colorado-Big Thompson Project as described in the Manner of Operation provisions of Senate Document No. 80, the 1961 Principles to Govern the Release of Water at Granby Dam To Provide Fishery Flows Immediately Downstream In The Colorado River (“1961 Principles”), and the Blue River Decrees. Water released from Granby Reservoir pursuant to this WGFP IGA shall be in addition to the then current bypass of water under the 1961 Principles.

- H. The obligations of the Parties to this WGFP IGA shall exist upon execution of this WGFP IGA unless otherwise specified in this WGFP IGA.
- I. Except to the extent and unless it is terminated, this WGFP IGA shall be incorporated within and be a non-severable part of the Windy Gap Decrees. The Subdistrict will not divert water into Chimney Hollow Reservoir unless this WGFP IGA is incorporated within the Windy Gap Water Rights.
- J. The West Slope Parties agree to not assert that the WGFP and Moffat Collection System Project are interdependent or interrelated.
- K. This WGFP IGA is an agreement between the Parties and does not bind or limit the authority or jurisdiction of agencies of the United States of America.
- L. Performance of the portions of this WGFP IGA that require the expenditure of funds are subject to future budgeting and appropriation of funds by the governing bodies of the Subdistrict, WGFP Enterprise, Middle Park, Grand County, and the River District. The Parties agree to make good faith efforts to appropriate such funds.
- M. The Parties agree that this WGFP IGA is an intergovernmental agreement pursuant to Article XIV, Sec. 18 of the Colorado Constitution and C.R.S. §§ 29-1-201 et. seq. inclusive, among all governmental entities hereto. In addition to any other remedy provided by law, the Parties further agree that the terms and conditions of this WGFP IGA are enforceable by specific performance and agree not to bring any defense to specific performance based on the doctrine of governmental immunity. The Parties also agree that a breach of this WGFP IGA will cause irreparable harm sufficient for injunctive relief.
- N. The Parties agree to work cooperatively to implement a stipulated resolution of the Green Mountain Reservoir Administrative Fill dispute.
- O. The Parties agree that if a dispute arises on any matter covered by this WGFP IGA, the Parties will confer in good faith and endeavor to resolve the concern. If the Parties reach an impasse, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the conflict. For conflicts that involve a technical or scientific matter, the neutral third party mediator may select an independent technical or scientific expert, acceptable to the Parties involved in the mediation, to review and make a recommendation on the matter. If the conflict cannot be resolved through the efforts of the mediator, then the affected Parties may pursue any available legal or administrative recourse. Nothing herein shall preclude the commencement of any action that would otherwise be barred by a statute of limitations or the timely participation in any judicial or administrative process.

- P. This WGFP IGA is the result of negotiations between the Parties and their respective counsel. These negotiations produced numerous drafts that were prepared by one or more of the Parties. The Parties agree that these drafts, including omissions, do not provide or represent evidence of intent of any Party and may not be relied upon for purposes of construction and enforcement of this WGFP IGA or for any other purpose.
- Q. Suspension and Termination of 1041 Permits. The Subdistrict and WGFP Enterprise shall not be obligated to perform or comply with Paragraphs III. E. through L. or IV.K. (SHOP) of this WGFP IGA during any period of suspension of the WGFP 1041 Permit issued by Grand County. This WGFP IGA shall be terminated and of no further force or effect if the WGFP 1041 Permit issued by Grand County is terminated or revoked. During such time of suspension, or in the event of termination or revocation of the WGFP Permit (1041), the 1980 Agreement, as amended and supplemented by the 1985 Agreement, and the 1985 Agreement, shall be in full force and effect according to their terms.
- 1) Suspension of 1041 Permit. The Subdistrict and WGFP Enterprise shall not be obligated to perform or comply with Paragraphs III.E through L, or IV.K. (SHOP) of this WGFP IGA during any period of suspension of the WGFP 1041 Permit issued by Grand County.
    - (a) During such time of suspension, the 1980 Agreement, as amended and supplemented by the 1985 Agreement, and the 1985 Agreement, shall be in full force and effect according to their terms.
    - (b) Any water stored on behalf of Grand County or Middle Park pursuant to Paragraph III.H. at the time the WGFP Permit (1041) suspension is imposed shall not be available for use by Grand County or Middle Park during the time of the suspension, but will be available for use pursuant to Paragraph III.H. at such time as the suspension is not in effect. Any such water shall be subject to all reductions, charges, restrictions and requirements applicable to the storage of water under this WGFP IGA, the Amendatory Contract, and any other contracts or laws applicable to the storage of water on behalf of Middle Park and Grand County. Any such payments shall be made by Grand County or Middle Park, as appropriate, at such time as the suspension is not in effect and prior to the use of such water.
  - 2) Termination or Revocation. In the event the WGFP Permit (1041) is revoked or terminated, any water stored on behalf of Grand County or Middle Park pursuant to Paragraph III.H. shall revert to the ownership and control of the Subdistrict. The Subdistrict will reimburse Grand County and Middle Park respectively for 91% of any pumping costs incurred by

the respective entity associated with the water stored on behalf of Grand County or Middle Park pursuant to Paragraph III.H.

**VII) No Waiver**

A. The Parties do not agree:

- 1) Whether amendment of the Blue River Decree or Senate Document No. 80 is required to authorize the storage of Colorado-Big Thompson Project water in Chimney Hollow Reservoir;
- 2) Whether a change of water right is required to allow the storage of Windy Gap Project Water in Chimney Hollow Reservoir; or
- 3) Whether the Section 390b(d) of the Water Supply Act of 1958 requires Congressional approval for the Windy Gap Firming Project.
- 4) Notwithstanding these disagreements, the West Slope Parties will not object to, litigate or otherwise dispute in any forum the storage of Colorado-Big Thompson Project water in Chimney Hollow Reservoir or the storage of Windy Gap Project Water in Chimney Hollow Reservoir in accordance with, and subject to the following provisions:
  - (a) The total volume of Colorado-Big Thompson Project water stored in the combination of Granby and Chimney Hollow Reservoirs will not exceed 465,568 acre feet. For the purposes of this Paragraph of the WGFP IGA, the amount of Colorado-Big Thompson Project water in storage in Granby Reservoir shall be the amount of Colorado-Big Thompson Project water stored above the invert of the Farr Pumping Plant Intake and below the normal high water line.
  - (b) In any year in which the April 1<sup>st</sup> or subsequent projection by Northern Water anticipates a spill at Granby Reservoir, Colorado-Big Thompson Project water then in storage in Chimney Hollow Reservoir shall not be released to satisfy delivery requirements to Colorado-Big Thompson Project beneficiaries if such release would allow the capture and storage of additional Colorado-Big Thompson Project water in Granby Reservoir.
  - (c) The implementation of this WGFP IGA.
  - (d) The Parties do not waive any rights regarding any other changes to the historical operations of the Colorado-Big Thompson Project or Windy Gap Project.

- B. No Waiver – Colorado-Big Thompson. The Parties agree that the dispute concerning storage of Colorado-Big Thompson Project water in Chimney Hollow Reservoir has not been litigated. The Parties agree that, except as provided for in this WGFP IGA, in entering into the agreement and not litigating or otherwise objecting in any forum to the legal issues specified in Paragraph VII.A., above, that this WGFP IGA shall never give rise to any claim, defense, or theory of acquiescence, bar, merger, issue or claim preclusion, promissory estoppel, equitable estoppel, waiver, laches, unclean hands or any other similar position or defense concerning any factual or legal position regarding the Parties' respective positions regarding the storage of Colorado-Big Thompson Project water and the Parties' respective interpretations of Senate Document No. 80, the 1961 Principles, the 1938 Repayment Contract, Reclamation Law, the Blue River Decrees, or Colorado law. The Parties further agree that they do not intend this WGFP IGA to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The Parties expressly reserve their rights to assert any legal or factual position or challenge the legal or factual position taken by any other party or entity on any other matter.
- C. No Waiver – WGFP. The Parties agree that the dispute concerning storage of Windy Gap Project Water in Chimney Hollow Reservoir has not been litigated. The Parties agree that, except as provided for in this WGFP IGA, in entering into this WGFP IGA and not litigating or otherwise objecting in any forum to the legal issues specified in Paragraph VII.A., above, that this WGFP IGA shall never give rise to any claim, defense, or theory of acquiescence, bar, merger, issue or claim preclusion, promissory estoppel, equitable estoppel, waiver, laches, unclean hands or any other similar position or defense concerning any factual or legal position regarding the Parties' respective positions regarding the storage of Windy Gap Project Water in Chimney Hollow Reservoir and the Parties' respective interpretations of federal or Colorado law. The Parties further agree that they do not intend this WGFP IGA to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The Parties expressly reserve their rights to assert any legal or factual position or challenge the legal or factual position taken by any other party on any other matter.
- D. The Parties do not agree whether Grand County has the authority to regulate the WGFP pursuant to C.R.S. §§ 24-65.1-101, *et seq.*
- 1) Notwithstanding these disagreements, the Subdistrict will not object to, litigate, or otherwise dispute in any forum the authority of Grand County to require a permit for the WGFP issued by Grand County pursuant to C.R.S. §§ 24-65.1-101, *et seq.* (1041 Permit), including any terms and conditions thereof once said Permit has been accepted by the Subdistrict.

- 2) With the exception of a challenge to Grand County’s authority to require a permit for the WGFP, the Subdistrict does not waive or relinquish its rights to raise any defense or assert in any forum that it has fully complied with and is not in violation of the WGFP 1041 Permit.
- 3) The Subdistrict does not waive or relinquish its rights to object to, litigate, or otherwise dispute in any forum the authority of Grand County to modify, amend or terminate the WGFP 1041 Permit or to require a 1041 Permit or other Grand County permit or authorization for any other existing or future project, action, or other activity of the Subdistrict.

E. Preservation of Governmental Powers. Except as specifically provided herein, nothing in this WGFP IGA shall be construed as a limitation on or waiver of any review, approval, or permit authority, or a predetermination of any action taken thereunder, by any governmental or quasi-municipal entity including, without limitation, the regulatory or quasi-judicial power or authority of Grand County.

F. No Third-Party Beneficiaries. This WGFP IGA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

ATTEST:

MUNICIPAL SUBDISTRICT, NORTHERN  
COLORADO WATER CONSERVANCY  
DISTRICT

\_\_\_\_\_

Secretary

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

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

President

ATTEST:

WINDY GAP FIRING PROJECT WATER  
ACTIVITY ENTERPRISE

\_\_\_\_\_

Secretary

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

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

President

ATTEST:

\_\_\_\_\_

Secretary

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

COLORADO RIVER WATER  
CONSERVATION DISTRICT

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

President

ATTEST:

*Aria R. Rosene*  
\_\_\_\_\_

Clerk and Recorder

Date: *12/4/2012*  
\_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GRAND, COLORADO

By: *Nancy Stuart*  
\_\_\_\_\_

Chairman

ATTEST:

\_\_\_\_\_

Secretary

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

NORTHWEST COLORADO COUNCIL  
OF GOVERNMENTS

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

Chairman

## Exhibit 3

### List of Related Agreements

1. Intergovernmental Agreement between the Northern Colorado Water Conservancy District, Grand County, Middle Park Water Conservancy District and Colorado River Water Conservation District
2. Memorandum of Understanding, Grand Lake Clarity Project (Umbrella Agreement)
3. Clarity Supplement to the 1938 Repayment Contract
4. Windy Gap Bypass Funding Agreement
5. Processed Material Supply Agreement (Gravel Pit Agreement)
6. Windy Gap Decree
7. Grand County RICD Stipulation
8. Learning by Doing Cooperative Effort
9. Green Mountain Reservoir Administration
10. Contracts for Delivery of Water to Grand Valley
11. Amendatory Contract
12. Letter from Subdistrict to River District re: no opposition to use of WG water for uses incidental to irrigation such as fish screen, fish ladder, etc
13. Letter from NW to GC stating how the 5,412.5 will be made permanent



Intergovernmental Agreement between the Northern Colorado Water Conservancy District, Grand County, Middle Park Water Conservancy District and Colorado River Water Conservation District (referred to collectively as the "Parties").

The Parties agree as follows:

1. Delivery of 5,412.5 acre feet of water from Granby Reservoir

- a. The Parties agree that the Colorado-Big Thompson Project should be operated by an unprejudiced agency in a fair and efficient manner, equitable to all parties having interests therein, and in conformity with Paragraphs (a) through (l) of the "Manner of Operations of Project Facilities and Auxiliary Features" of Senate Document No. 80. The Parties agree that Reclamation has been designated as the agency to oversee the operation of the Colorado-Big Thompson Project.
- b. The Parties agree to support and not challenge the implementation of the Granby 5412.5 Contract(s).
- c. The Parties agree that Northern Water shall enter into a contract for the delivery of C-BT Project Water to an entity or entities in Mesa County, Colorado for municipal recreational use in the amount of 5,412.5 acre feet annually.
  - i. The Parties agree that the contract is subject to the written concurrence of the United States, which concurrence will be at the end of the contract.
  - ii. The Parties do not object to the inclusion of the following language to implement the United States' concurrence (such language is general background language that is not intended to modify, change, or amend the applicable law):
    1. The United States hereby concurs with the [description of specific contract].
    2. As the owner of Granby Reservoir and the Colorado-Big Thompson Project, the United States, Department of the Interior, Bureau of Reclamation ("Reclamation"), hereby concurs with and approves this contract among the Northern Colorado Water Conservancy District and the [applicable West Slope municipal entities].
    3. Reclamation hereby confirms its determination that the contract is consistent with all applicable legal authority and maintains the appropriate balance amongst all parties having interests in the Colorado-Big Thompson Project operations required by Senate

Document No. 80, the 1938 Repayment Contract and the Blue River Decrees.

4. This concurrence is in addition to, and shall not modify or amend, the 1938 Repayment Contract in any respect. This concurrence shall not be a basis for any direct or indirect interpretation or construction of any provision of the 1938 Repayment Contract for any purpose. This concurrence does not establish any factual or legal precedent, concession, or determination by Northern Water or the United States. The United States and Northern Water do not, by virtue of this concurrence, waive or relinquish any legal or factual position.
- d. Support for 10825 Solution. The Parties will support the contracting process to provide 5,412.5 acre-feet of water for the endangered fish from Ruedi Reservoir, plus an additional 2,000 acre-feet from Ruedi Reservoir to address concerns associated with the delivery of 5,412.5 acre feet from Granby Reservoir, in accordance with the letters from the Colorado parties to Michael J. Ryan, Regional Director, United States Bureau of Reclamation dated August 16 and August 17, 2012.
  - e. Deliveries of 5412.5 acre feet under the Recovery Program. The Parties agree to coordinate through the Learning by Doing Cooperative Effort (“Cooperative Effort”) to provide input to the U.S. Fish and Wildlife Service (“USFWS”) for its determination of the release schedule from Granby Reservoir of the 5,412.5 acre feet to be delivered to an entity or entities in Mesa County for municipal recreational use. Following the annual determination, the parties agree to confer through the Cooperative Effort to coordinate the releases of other available water supplies with the 5,412.5 acre feet of water to maximize the environmental benefits. The storage and delivery from Granby Reservoir pursuant to this paragraph 1.e. shall be at no cost or charge to any entities on the West Slope.
  - f. Exchanges or Substitutions to Green Mountain Reservoir (“GMR”). When releases from Granby Reservoir for Municipal-Recreational contracts are not also needed to meet targeted stream flows in the 15 Mile Reach this water may be stored in GMR by exchange or substitution pursuant to any federal contracts or approvals which may be required, consistent with the March 2012 Finding of No Significant Impact issued by Reclamation for the Colorado Water Users’ Commitment to Provide 10,825 acre-feet to the 15 Mile Reach and Reclamation’s implementation of the Record of Decision. All Parties will advocate to Reclamation that any exchanges or substitutions to GMR pursuant to any federal contracts or approvals which may be required for the delivery or management of water released from Lake Granby made in accordance with Paragraph 1.e. above be provided at no cost under an Operational Memorandum of Understanding or other similar agreement with Reclamation. In the event that Reclamation requires payment for any exchanges or substitutions to GMR associated with releases from

Granby Reservoir made in accordance with Paragraph 1.e. above, the Parties shall, in good faith, work with all water users to allocate such costs at that time.

g. Perpetual Deliveries If the Recovery Program No Longer Exists. Northern Water agrees to deliver 5,412.5 acre feet of water per year in perpetuity from Granby Reservoir pursuant to municipal-recreational contracts with an entity or entities in Mesa County, Colorado in a form similar to that attached as Exhibit 1. These or similar contracts would be utilized if the releases are no longer required for protection of the endangered fish under the Upper Colorado River Basin Recovery Program.

i. The Parties agree that the delivery of 5,412.5 acre feet of water in perpetuity is not contingent on or related to the successful permitting and construction of the Windy Gap Firming Project.

ii. The Parties further agree that an additional benefit that will be realized from the perpetual delivery of the 5412.5 acre feet of water is to maintain and enhance the aquatic environment in Grand County and that the water will be used for no other purpose within Grand County.

iii. The storage and delivery of water from Granby Reservoir pursuant to this paragraph 1.g. shall be at no cost or charge to any entities on the West Slope.

iv. The Parties agree to coordinate through the Cooperative Effort on the timing, schedule, and amounts of perpetual release of 5412.5 acre-feet of water so as to maximize the benefits and the results of efforts to maintain and enhance the aquatic environment in Grand County.

v. If the Recovery Program no longer exists, then the Parties will attempt to maintain the ability to exchange or substitute water into GMR, and the timing, schedule and amounts of release of the 5412.5 acre feet of water each year to an entity or entities in Mesa County, Colorado will be coordinated through the Cooperative Effort so as to maximize the benefits and the results of efforts to maintain and enhance the aquatic environment in the Colorado River mainstem downstream of Granby Reservoir to the Grand Valley. Should there be a cost associated with the exchange or substitution of the released 5,412.5 acre feet of water from Granby Reservoir into GMR, the Parties will allocate such costs at that time.

h. 5412.5 Acre Feet of Water Additive. Water released from Granby Reservoir pursuant to this Agreement shall be in addition to the bypass of water under the 1961 Principles to Govern the Release of Water at Granby Dam to Provide Fishery Flows Immediately Downstream in the Colorado River ("1961 Principles") and any other water released from, or bypassed through, Granby Reservoir, including but not limited to, the water made available to Middle Park Water Conservancy District and Grand County pursuant to the WGFP IGA.

2. Support of Green Mountain Reservoir Administration Solution. The Parties agree to work cooperatively to implement a stipulated resolution of the Green Mountain Reservoir Administration Fill Dispute.

3. Shoshone Outage Protocol and Permanent Shoshone Solution. The Parties agree to work cooperatively to implement a stipulated resolution of the Shoshone Outage Protocol, consistent with Exhibit 2 [Draft Administrative Protocol]. Northern Water agrees that it will participate in good faith in negotiations to achieve permanent management of the flow of the Colorado River to address certain flow changes that result during a Shoshone Outage.
4. Wild & Scenic Commitment. Northern Water shall pay \$200,000.00 and the River District shall pay \$100,000.00 to the Endowment Fund of the Upper Colorado River Wild and Scenic Stakeholder Group for use to protect Wild and Scenic resources identified in the Colorado River from Kremmling to No Name. Northern Water's contribution provided herein shall satisfy its obligation to contribute endowment funds for Wild and Scenic purposes under this Agreement. The River District's contribution provided in this Agreement and the River District's contribution provided for in the WGFP IGA shall satisfy the River District's obligation to contribute endowment funds for the Upper Colorado River Wild & Scenic Stakeholder Group. Northern Water will contribute 80% of the amount contributed by the River District, not to exceed \$20,000 annually adjusted annually by the Denver-Boulder-Greely CPI-U, for annual operating costs of the Upper Colorado River Wild and Scenic Stakeholder Group.
5. CWCB Instream Flow. Northern Water will not oppose the entry of decrees in Cases No. 11CW159, 11CW160, 11CW161, Water Division No. 5 consistent with the draft decree dated September, 2012 and stipulation attached as Exhibit 3 to this Agreement, and in accordance with the applicable law for a CWCB instream flow on the Colorado River mainstem from the confluence of the Blue and Colorado Rivers to a point immediately upstream of the confluence of the Eagle and Colorado Rivers provided the right is subject to substantively the same terms and conditions as are set forth in the Findings of the CWCB in declaring its intent to appropriate dated July 12, 2011.
6. Grand County RICD. Northern Water will not oppose the entry of a decree in Case No. 10CW298 consistent with the draft decree dated September 20, 2012 and stipulation attached as Exhibit 4 to this Agreement.
7. Compact Curtailment Plan. The Signatories agree to cooperate in good faith toward the development of a plan to avoid and address a potential curtailment of existing Colorado water rights under the provisions of the 1922 Colorado River Compact and the 1948 Upper Colorado River Compact.
8. No Opposition to Colorado River Cooperative Agreement. Northern Water agrees not to oppose or otherwise interfere with the efforts to obtain such court decrees and approvals as are necessary to implement Articles I.B.1.f.; I.B.1.g; I.B.2.b;I.B.2.c; I.B.2.e; I.B.4; III.A.3.b;III.A.4; III.B.7; III.B.8; III.B.14; III.E.1.b; III.E.9; III.E.10; III.E.11; III.E.13;III.E.15; III.E.17; III.E.20; IV.A.1; IV.G; V; and VI of the Colorado River Cooperative Agreement, to the extent that the court decrees and approvals, including applications for reasonable diligence or to make absolute in whole or in part the

conditional water rights in Case No. 11CW152 or the implementation of these court decrees and approvals do not adversely affect the yield of the Colorado-Big Thompson Project, materially increase the cost of operations of the Colorado-Big Thompson Project, or adversely affect the operation of the Colorado-Big Thompson Project.

9. No Opposition to Windy Gap Firming Project IGA. Northern Water will not interfere with the management and delivery of Windy Gap Project Water stored in the C-BT Project if the management and delivery of Windy Gap Project Water is pursuant to the WGFP IGA and the Amendatory Contract between Northern Water, the Subdistrict, and the United States.
10. Grand Lake Clarity. Northern agrees that it will participate in implementing a solution to achieve the State Clarity Standard for Grand Lake, and along with Grand County, will use its influence and authority to see that the Bureau of Reclamation does the same.
11. Temperature Standards. Northern Water will not independently propose changes to State Water Quality Control Commission temperature standards for the reaches affected by the WGFP without first working through the Cooperative Effort.
12. No Waiver. The Parties do not agree:
  - a. Whether amendment of the Blue River Decree or Senate Document No. 80 is required to authorize the storage of C-BT Project water in Chimney Hollow Reservoir;
  - b. Whether a change of water right is required to allow the storage of Windy Gap Firming Project Water or C-BT Project water in Chimney Hollow Reservoir; or
  - c. Whether Section 390b(d) of the Water Supply Act of 1958 requires Congressional approval for the Windy Gap Firming Project.
  - d. Notwithstanding these disagreements, the West Slope Parties will not object to, litigate or otherwise dispute in any forum the storage of C-BT Project water in Chimney Hollow Reservoir or the storage of Windy Gap Firming Project water in Chimney Hollow Reservoir in accordance with, and subject to the following provisions:
    - i. The total active volume of C-BT Project water stored in the combination of Granby Reservoir and Chimney Hollow Reservoirs will not exceed 465,568 acre-feet. For the purposes of this Paragraph, the amount of C-BT Project water in storage in Granby Reservoir shall be the amount of C-BT Project water stored above the invert of the Farr Pumping Plant Intake and below the normal high water line.
    - ii. In any year in which the April 1<sup>st</sup> or subsequent projection by Northern Water anticipates a spill at Granby Reservoir, C-BT Project water then in storage in Chimney Hollow Reservoir shall not be released to satisfy delivery requirements to Colorado-Big Thompson Project Allottees if such release would allow the capture and storage of additional C-BT Project water in Granby Reservoir.

- iii. The Parties do not waive any rights regarding any other changes to the historical operations of the C-BT Project or Windy Gap Project.

13. No Waiver – CBT. The Parties agree that the dispute concerning storage of C-BT Project water in Chimney Hollow Reservoir has not been litigated. The Parties agree that, in entering into this Agreement and not litigating or otherwise objecting in any forum to the legal issues specified in Paragraph 12, above, that this Agreement shall never give rise to any claim, defense, or theory of acquiescence, bar, merger, issue or claim preclusion, promissory estoppel, equitable estoppel, waiver, laches, unclean hands or any other similar position or defense concerning any factual or legal position regarding the parties respective position regarding the storage of CB-T Project water and the Parties' respective interpretations of Senate Document No. 80, the 1961 Principles, the 1938 Repayment Contract, Reclamation Law, the Blue River Decrees, or Colorado law. The parties further agree that they do not intend this Agreement to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The parties expressly reserve their rights to assert any legal or factual position or challenge the legal or factual position taken by any other party on any other matter.
14. No Waiver – WGFP. The Parties agree that the dispute concerning storage of Windy Gap Project Water in Chimney Hollow Reservoir has not been litigated. The parties agree that in entering into this Agreement and not litigating or otherwise objecting in any forum to the legal issues specified in Paragraph 12, above, that this Agreement shall never give rise to any claim, defense, or theory of acquiescence, bar, merger, issue or claim preclusion, promissory estoppel, equitable estoppel, waiver, laches, unclean hands or any other similar position or defense concerning any factual or legal position regarding the parties respective position regarding the storage of Windy Gap Firming Project water in Chimney Hollow Reservoir and the Parties' respective interpretations of federal or Colorado law. The Parties further agree that they do not intend this Agreement to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The parties expressly reserve their rights to assert any legal or factual position or challenge the legal or factual position taken by any other party on any other matter.
15. Preservation of Rights. This Agreement does not limit, change or expand the role of or protections afforded to all Parties with interests in the Colorado-Big Thompson Project as described in the Manner of Operations provisions of Senate Document 80 (Senate Document No. 80, 75th Congress, 1st Session, January 15, 1937, entitled "Colorado-Big Thompson Project, Synopsis of Report on Colorado-Big Thompson Project, Plan of Development and Cost Estimate Prepared by the Bureau of Reclamation, Department of the Interior ), the 1961 Principles, and the Blue River Decrees (Final Judgment entered on October 12, 1955, in Consolidated Cases No. 5016 and 5017 and the Findings of Fact and Conclusions of Law and Final Decree entered on October 12, 1955, in Consolidated Cases Nos. 2782, 5016, and 5017 ("Consolidated Cases") by the United States District Court, District of Colorado ("1955 Decree"), and all supplemental or amendatory orders, judgments, and decrees in said cases, including, without limitation, the Decree entered on April 16, 1964, therein ("1964

Decree”) and the Supplemental Judgment and Decree dated February 9, 1978 (“1978 Judgment”).

16. Preservation of Governmental Power. Except as specifically provided herein, nothing in this Agreement shall be construed as a limitation on or waiver of any review, approval, or permit authority, or a predetermination of any action taken thereunder, by any governmental or quasi-municipal entity.
17. Open Space. Upon execution of this Agreement, Northern Water agrees to negotiate with Grand County in good faith to place deed restrictions to protect open space on Northern Water’s lands, including compliance with the existing Grand County Rural Land Use Process that allows cluster development in conformance with C.R.S. § 30-28-403, as exists now or may be amended in the future.
18. Public Access. Northern Water agrees to provide public access to that portion of Willow Creek located on Northern Water’s lands, for as long as Northern Water, or any entity affiliated with Northern Water, owns the lands adjacent to Willow Creek, provided that the public access will be managed by the Colorado Division of Parks and Wildlife or other entity acceptable to Northern Water.
19. Dispute Resolution. The Parties agree that if a dispute arises on any matter covered in this Agreement, the Parties will confer in good faith and endeavor to resolve the concern. If the Parties reach an impasse, they will select a neutral third party mediator who would seek an acceptable voluntary solution to the conflict. For conflicts that involve a technical or scientific expert, the neutral third party mediator may select an independent technical or scientific expert, acceptable to the parties involved in the mediation, to review and make a recommendation on the matter. If the conflict cannot be resolved through the efforts of the mediator, then the affected parties may pursue any available legal or administrative recourse. Nothing herein shall preclude the commencement of any action that would otherwise be barred by a statute of limitations or the timely participation in any judicial or administrative process.
20. Specific Performance. The Parties agree that this Agreement is an intergovernmental agreement pursuant to Article XIV, Sec. 18 of the Colorado Constitution and C.R.S. § 29-1-201 et. Seq. inclusive, among all governmental entities hereto. The Parties further agree that the terms and conditions of this Agreement are enforceable by specific performance and agree not to bring any defense to specific performance based on the doctrine of governmental immunity.

NORTHERN COLORADO WATER  
CONSERVANCY DISTRICT

ATTEST:

\_\_\_\_\_

Secretary

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

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

President

COLORADO RIVER WATER  
CONSERVATION DISTRICT

ATTEST:

\_\_\_\_\_

Secretary

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

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

President

BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF GRAND, COLORADO

ATTEST:

*Sara L. Rose*  
\_\_\_\_\_

Clerk and Recorder

Date: 1-2-13

*Kristie Ann Wolford Deputy Clerk*

By: *Nancy Stuart*  
\_\_\_\_\_

Chairman

MIDDLE PARK WATER CONSERVANCY  
DISTRICT

ATTEST:

\_\_\_\_\_

Secretary

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

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

President





# MEMORANDUM

To: NWCCOG Council  
From: Liz Mullen, Executive Director  
Date: January 14, 2013  
Re: Contract for Old Age Pension program

---

The Alpine Area Agency on Aging has been awarded a \$50,000 grant through the Colorado Department of Public Health & Environment (CDPHE) to manage the Oral Health reimbursement program under the Old Age Pension Program for Region XII. The contract ends on 6/30/2013 and does not require matching funds.

NWCCOG's signature and authorization policy requires "Grant contracts for amounts over \$50,000 must be approved by NWCCOG Council ..."

The NWCCOG staff asks the Council to accept this grant award and authorize the chair to sign the contract.

**INTERGOVERNMENT CONTRACT**

STATE:

State of Colorado for the use & benefit of the  
Department of Public Health and Environment  
PSD-OH-OAP  
4300 Cherry Creek Drive South  
Denver, Colorado 80246

CONTRACTOR:

Northwest Colorado Council of Governments  
P.O. Box 2308  
Silverthorne, CO 80498-2308

CONTRACT MADE DATE:

12/26/2012

CONTRACTOR ENTITY TYPE:

Colorado Political Subdivision

PO/SC ENCUMBRANCE NUMBER:

PO FLA PPG1352236

BILLING STATEMENTS RECEIVED:

Monthly

TERM:

This contract shall be effective upon approval  
by the State Controller, or designee, or on  
01/14/2013, whichever is later. The contract  
shall end on 06/30/2013.

STATUTORY AUTHORITY:

Not Applicable

CONTRACT PRICE NOT TO EXCEED:

\$50,000.00

FEDERAL FUNDING DOLLARS: \$0.00

STATE FUNDING DOLLARS: \$50,000.00

PROCUREMENT METHOD:

Exempt

MAXIMUM AMOUNT AVAILABLE PER FISCAL YEAR:

FY 13: \$50,000.00

BID/RFP/LIST PRICE AGREEMENT NUMBER:

Not Applicable

LAW SPECIFIED VENDOR STATUTE:

Not Applicable

PRICE STRUCTURE:

Cost Reimbursement

STATE REPRESENTATIVE:

Corinne Allen-Ziser  
Department of Public Health and Environment  
PSD-OH-OAP  
4300 Cherry Creek Drive South  
Denver, CO 80246

CONTRACTOR REPRESENTATIVE:

Jean Hammes  
P.O. Box 2308  
Silverthorne, CO 80498-2308

SCOPE OF WORK:

Provide deliverables for the Oral Health Old Age Pension (OAP) Program.



**RESOLUTION 11-01  
NORTHWEST COLORADO COUNCIL OF GOVERNMENTS  
JULY 28, 2011**

WHEREAS, the Northwest Colorado Council of Governments (NWCCOG) is a regional governmental organization organized pursuant to Colorado Revised Statutes, and

WHEREAS the NWCCOG has expressed the desire to organize an Economic Development District pursuant to US Code Title 42, Chapter 38, Subchapter II, Establishment of Economic Development Partnerships, and

WHEREAS, the Economic Development District creates opportunities for funding for the region, individual communities, and businesses that might not otherwise be available. Additionally, the District designation provides economic support for programs, data collection and analysis, and other critical economic support activities that would not be available without the financial support created by the District.

WHEREAS in order to accomplish the creation of the Economic Development District under Federal requirements, the NWCCOG must create an EDD Board of Directors which must be reflected in the Articles of Association, and

WHEREAS the Amended Articles of Incorporation have been submitted to all member jurisdictions and a majority of member communities have adopted resolutions ratifying the proposed changes for the inclusion of the Economic Development District into the structure of the NWCCOG,

THEREFORE BE IT RESOLVED that the NWCCOG Council, at the meeting of July 28, 2011, with a legal quorum present do hereby amend the Articles of Association of the Northwest Colorado Council of Governments to include the Economic Development District and its governing process into the corporate structure of the NWCCOG/EDD.

ATTEST:

Sherry Reptad  
Secretary to the Council

NORTHWEST COLORADO COUNCIL OF GOVERNMENTS

Peter F. Ruynon  
Chairman

Date: 7/28/11

This Resolution was moved by Jeff Shroll, seconded by Dave Sturges and adopted by a vote of unanimously

- MEMBER JURISDICTIONS**
- City of Glenwood Springs
- City of Steamboat Springs
- Town of Carbondale
- EAGLE COUNTY**
- Avon
- Basalt
- Eagle
- Gypsum
- Minturn
- Red Cliff
- Vail
- GRAND COUNTY**
- Fraser
- Granby
- Grand Lake
- Hot Sulphur Springs
- Kremmling
- Winter Park
- JACKSON COUNTY**
- Walden
- PITKIN COUNTY**
- Aspen
- SUMMIT COUNTY**
- Breckenridge
- Dillon
- Frisco
- Montezuma
- Silverthorne

**AMENDED AND RESTATED  
ARTICLES OF ASSOCIATION  
NORTHWEST COLORADO COUNCIL OF GOVERNMENTS/ ECONOMIC DEVELOPMENT DISTRICT**

**ARTICLE I  
General Provisions**

**101.** Establishment of Northwest Colorado Council of Governments/Economic Development District

- A. The Member Jurisdictions of Northwest Colorado Council of Governments ("Council" or "NWCCOG") hereby establish an organization known as the Northwest Colorado Council of Governments/Economic Development District (NWCCOG/EDD). The NWCCOG/EDD will serve as an Association of Governments pursuant to Article XIV, Section 18 of the Colorado Constitution, and Section 29-1-201 et seq., 29-1-401 and 29-1-402, Colorado Revised Statutes; and as an Economic Development District pursuant to U.S Code Title 42 Chapter 38, Subchapter II Establishment of Economic Development partnerships. The geographic area of the NWCCOG/EDD shall comprise the Counties of Eagle, Grand, Jackson, Pitkin, and Summit.
- B. The purposes and functions of the NWCCOG/EDD shall comprise regional council of government activities, set forth in Article II, and economic development activities set forth in Article III.

**102.** The NWCCOG/EDD regional council of government activities shall be under the authority of the Council as described in Article II, and the Economic Development District activities shall be under the authority of the EDD Board.

**103.** The activities of the Council and the EDD shall be coordinated by a Coordination Team comprising 2 individuals from the Council and 2 individuals from the EDD Board.

**ARTICLE II  
Purpose, Function and Powers of the Council**

**201. Purpose**

The Council shall promote regional cooperation and coordination among local governments and between levels of government for the geographic area comprising the Counties of Eagle, Grand, Jackson, Pitkin, and Summit, hereinafter referred to as the "Region".

The need for a Council of Governments is based on the recognition that people in the Region form a single community and are bound together not only physically, but economically and socially. It is the purpose of the Council through its participating membership, staff and

programs, to provide local public officials with the means of responding more effectively to the local and regional problems of this Regional community.

In order to assure the orderly and harmonious development of the Region, and to provide for the needs of future generations, it is necessary for the Council to serve as an advisory coordinating agency to harmonize the activities of Federal, State, County and Municipal agencies within the Region, and to render assistance and service and create public interest and participation for the benefit of the Region.

A regional approach to problem solving and service delivery offers economies of scale, reduces redundancies, and allows each of the member jurisdictions access to funds not available when acting alone. Cooperative efforts among local governments enhance the capacity to address regional issues in the most cost-effective way.

## **202. Functions**

The Council shall promote regional coordination and cooperation through activities designed to:

- A. Strengthen local governments and their individual capacities to deal with local problems.
- B. Serve as a forum to identify study and resolve area-wide problems.
- C. Develop and formulate policies involving Regional problems.
- D. Promote intergovernmental cooperation through such activities as reciprocal furnishing of services, mutual aid and parallel action as a means to resolve local, as well as Regional, problems.
- E. Provide the organizational framework to ensure effective communication and coordination among governmental bodies.
- F. Serve as a vehicle for the collection and exchange of Regional information.
- G. Develop Regional comprehensive plans.
- H. Serve as a spokesman for local governments on matters of Regional and mutual concern.
- I. Encourage action and implementation of Regional plans and policies by local, State and Federal agencies.

- J. Provide, if requested, mediation in resolving conflicts between members and other parties.
- K. Provide a mechanism for delivering financial assistance, in the form of loans, or otherwise, to public or private, for profit or nonprofit ventures, deemed to be in the public interest and to fulfill the purposes and functions of the Council,.
- L. Provide technical and general assistance to members within its staff and financial capabilities. These services are inclusive of, but not limited to:
  - 1. Identify issues and needs which are Regional and beyond the realistic scope of any one local government.
  - 2. Compile and prepare, through staff and from members, the necessary information concerning the issues and needs for Council discussion and decision.
  - 3. Debate and concur in a cooperative and coordinated Regional action to meet the need or issue.
  - 4. Implement the details of the cooperative action among affected member governments, using such devices as interlocal contracts and agreements, parallel ordinances or codes, joint performance of services, transfers or consolidations of functions, or special subordinate operating agencies.
  - 5. And, in general,
    - a. Arrange contracts among officials on an intergovernmental basis.
    - b. Publish reports on functional programs.
    - c. Publish current information of Regional interest.
    - d. Provide advice and assistance on physical land use planning and other functional programs.
    - e. Sponsor Regional training programs.
    - f. Negotiate cooperative agreements.
    - g. Sponsor or oppose legislation on behalf of the Region and its units of local government.

### **203. Powers**

The Council shall, for the purpose of fulfilling its purposes and functions, be a body politic and corporate, and as such, be subject to all rights, duties and obligations as such may affect the members of such Council whereby its activities are of a Regional, area-wide or multi-governmental nature and further, shall constitute the entity to perform those Regional or area-wide functions which may be authorized by Federal or State statute. To effectuate such powers, the Council shall:

- A. Be the approving and contracting agent for all Federal and State regional grants, as required.
- B. Constitute the governmental entity for the purpose of receiving State or Federal assistance to area-wide or Regional governmental entities through designation as grantee for such grants.
- C. Constitute the governmental entity for any existing entities that are Regional in nature and any new entity, Regional in nature, which may be required to be created as a new board or commission by State or Federal statute and, to consummate such purpose, these Articles shall be amended from time to time.
- D. Serve as the Area Clearinghouse and Project Notification Review Agency.
- E. Serve as the Regional Planning Commission pursuant to Section 30-28-105, C.R.S.
- F. Exercise all powers set forth in Section 29-1-201, et seq., C.R.S., and Article XIV, Section 18, Colorado Constitution.
- G. Accept contributions from member local governments or from any other source, commit them to a general fund or funds, or a special fund or funds, and disburse the same for such purposes as the Council may direct at the time the fund or funds are established or at any time thereafter.
- H. Revolving Loan Fund. Subject to the approval of the Board of Directors, a Revolving Loan Fund may be created to assist in the financing of either public or private, for profit or nonprofit ventures, where the retention or creation of employment and the consequent public revenue or benefit to the health, safety and welfare of the Region is deemed by the Board to be in the public interest. The Board shall appoint a Revolving Loan Fund committee of nine persons, one from each county in the service area, under criteria as it shall establish. The Board shall also appoint nine alternates in the event of the inability of any committee member to attend a meeting. The NWCCOG Executive Staff or senior staff member shall serve as a non-voting, ex-officio member of the loan fund committee. The Revolving Loan Fund will create policy for review and approval of its loans including criteria established by agencies of origination from which capitalization of the Revolving Loan Fund is achieved. In addition, such loans shall be made in full compliance with the Colorado Constitution, the Colorado Revised Statutes

and applicable Federal law and regulations. The Revolving Loan Fund committee shall adopt Bylaws for the conduct of its affairs and the administration of the Revolving Loan Fund. Such Bylaws shall not be effective until approved by the Board of Directors of the Council.

#### **204. Membership**

- A. Initial Membership. The Council shall be composed of the following Counties and Municipal Corporations ("Member Jurisdictions"):
  - 1. Counties: Eagle, Grand, Jackson, Pitkin, and Summit
  - 2. Municipal Corporations: Aspen, Basalt, , Dillon, Eagle, Fraser, Frisco, Granby, Grand Lake, Gypsum, Hot Sulphur Springs, Kremmling, Minturn, Montezuma, Red Cliff, Silverthorne, Vail, Walden, and Winter Park, Glenwood Springs, Steamboat Springs, and Carbondale.
- B. Additional Members. Any other municipal corporations within the Region are eligible to become members of the Council by subscribing to these Articles of Association and Council Bylaws and paying the applicable assessment of dues.

#### **205. Termination of Membership**

Any member government may withdraw from membership in the Council as follows:

- A. A resolution or ordinance shall be adopted by the governing body of the Member Jurisdiction, following notice and public hearing, including findings that it is in the best interest of the public to withdraw from membership in the Council.
- B. Written notice of intent to withdraw from the Council by the governing body of the Member Jurisdiction shall be submitted to the Executive Committee, together with a copy of the duly adopted ordinance or resolution, by June 15, of the year prior to the effective date of withdrawal which date shall be January 1. Provision of services and all other rights and privileges of membership shall remain in effect from the date of written notice of the intent to withdraw and shall terminate on the effective withdrawal date. Any withdrawing Member Jurisdiction shall make a written request to the Executive Director of the Department of Local Affairs and the Governor to revise the designation of Planning and Management Region XII to reflect the member's withdrawal from NWCCOG.

#### **206. Council Bylaws**

The Council, acting by resolution at any regular or special meeting, may enact or amend Bylaws in order to efficiently conduct its affairs including creation of and delegation of authority to an



Executive Committee, establishment of representation and voting rights of members on the Council, establishing responsibilities of officers and key personnel. Such Bylaws may not contravene or supersede any provision of these Articles.

### **ARTICLE III**

#### **Purpose, Function, and Powers of the Economic Development District**

##### **301. Purpose.**

The EDD shall promote regional cooperation, intergovernmental cooperation, and coordination on economic development activities among local governments and private sector for the geographic area of the District. The geographic area of the District shall include the Counties of Eagle, Grand, Jackson, Pitkin, and Summit Counties and all of the incorporated municipalities within these counties.

##### **302. Functions**

Economic Development functions shall include: Directing the activities of the Economic Development District towards the accomplishments of the goals, objectives, and action plans continued in the Comprehensive Economic Development Strategy; apply for funding that supports these efforts, convene organizations and individuals who purpose is also to work on strengthening the economy within the define region, oversee and operate the District with regarding to fiscal management, budgeting, reporting, and employee hiring, firing and supervision. The EDD Board will be required to cooperate on the hiring, supervision and termination of the joint Executive Director. The District is responsible for updating of the CEDS and other such economic development activities as directed by the EDD Board.

##### **303. EDD Board**

- A. All economic development functions of the NWCCOG/EDD shall be directed by the EDD Board.
- B. The EDD Board shall consist of no less than fifty-one percent (51%) governmental representatives and no less than thirty-five percent (35%) non-governmental representatives. The membership shall comprise the following representation:
  1. One (1) elected official, or their chief administrative official, from each county within the District, to be appointed by the individual county.
  2. Six (6) representatives of the municipalities located within Region 12, to be elected by ballot vote of the Council.
  3. One (1) representative from a non-governmental stakeholder organization from each county within the District, to be appointed by the individual county.

4. One (1) representative of the Colorado Mountain College, to be appointed by the College President.
5. One (1) representative from the State office of Workforce Development, to be appointed by the Colorado Workforce Center.
6. One (1) representative from the resort industry, to be appointed in the first year by the NWCCOG Council and thereafter to be appointed by the EDD Board of Directors
7. One (1) representative from the health care industry, to be appointed in the first year by the NWCCOG Council, and thereafter to be appointed by the EDD Board of Directors
8. One (1) representative from each Member Jurisdiction located outside of Region 12, appointed by the jurisdiction.
9. Each appointing authority may also appoint or elect one alternate for each representative it appoints or elects to the Board.

#### **304. Bylaws**

The EDD Board acting by resolution at any regular or special meeting may enact or amend Bylaws in order to efficiently conduct its affairs including creation of and delegation of authority to an Executive Committee, establishment of representation and voting rights on the Board and, establishing responsibilities of officers and key personnel. Such Bylaws may not contravene or supersede any provision of these Articles.

### **ARTICLE IV** **Effective Date and Amendment**

#### **401. Articles: Effective Date**

These Amended and Restated Articles of Association shall regulate and govern the affairs of the NWCCOG/EDD. These Articles shall become effective upon their adoption by the Council and the EDD Board and ratification by a majority of the Member Jurisdictions of the Council.

#### **402. Articles: Amendment**

These Articles may be amended by resolution approved by the Council and the EDD Board, provided that at least one week's notice in writing be given to all Council members and EDD Board members, setting forth such amendment, and that the approved amendment be ratified by a majority of the Member Jurisdictions of the Council, and the private and public sector entities within the Economic District.



# PROGRAM UPDATES

**To:** NWCCOG Council  
**From:** NWCCOG Staff  
**Date:** January 16, 2013  
**Re:** January 2013 Program Updates

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The following are the events of note that have occurred since the December 6, 2012 NWCCOG meeting.

### Administration/Regional Business

- Invoices for 2013 NWCCOG and QQ dues were sent to all participating jurisdictions on 1/2/13.
- We traded in the 2007 Malibu from the general motor pool for a 2012 Subaru Legacy for \$17,950 per the approved 2013 budget.
- The Town of Snowmass Village town council voted unanimously to join NWCCOG in 2013 at their January 7, 2013 meeting.
- NWCCOG has two offices available for rent on the second floor.
- Staff is working on the 2012 annual report. Monthly eNews will be sent out on the last Tuesday of each month.
- We have an executed grant contract with DOLA for the Broadband project, the RPF for the contractor was posted on 12/21/12 and proposals are due on 1/21/13. Each county is being asked to assign a staff person to the project to serve on the steering committee and as that county's point person as the project moves forward. NWCCOG has invoiced Routt, Rio Blanco, and Moffat counties for \$5,000 each for their portion of the matching funds for this project.

### Alpine Area Agency on Aging – Jean Hammes, Director

Region 12 Regional Advisory Council: The RAC is pleased to announce and welcome the newest representative members: Commissioner James Newberry (Grand County), Chuck Florence (Fraser), and Sandy Bainbridge (Frisco).

One of the keys to the success of the AlpineAAA is the dedication of its Regional Advisory Council members. Serving with no compensation from the NWCCOG or the AlpineAAA, the Regional Advisory Council members faithfully represent the older adults of their county as well as the interests of older persons across Region 12. As we begin 2013, the AlpineAAA would like to recognize the following Regional Advisory Council members that have attained the following lengths of service; we are very appreciative of their contributions:

|  |   |
|--|---|
| <u>Twenty-six Years of Service</u> <ul style="list-style-type: none"> <li>• Marty Ames-Pitkin Co. Senior Coordinator alternate</li> </ul>  | <u>Three Years of Service</u> <ul style="list-style-type: none"> <li>• Debbie Overeynder-Pitkin Co. appointee</li> <li>• Seth Sachson-Pitkin Co. appointee</li> <li>• Debra Snider-Jackson Co. appointee</li> </ul> |
| <u>Eighteen Years of Service</u> <ul style="list-style-type: none"> <li>• Anne Crane (Secretary)-Summit Co. appointee</li> <li>• Peggy Randall-Buckau-At-Large representative</li> </ul> | <u>Two Years of Service</u> <ul style="list-style-type: none"> <li>• Marijke Brofos-Eagle Co. appointee</li> <li>• Debbie Buckley-At-Large representative</li> </ul>  |

|  |  |
|--|--|
|  | <ul style="list-style-type: none"> <li>• Carly Reitman-Eagle Co. Senior Coordinator alternate</li> <li>• Charlotte Waddell-Grand Co. appointee</li> </ul>                          |
| <u>Twelve Years of Service</u> <ul style="list-style-type: none"> <li>• Wendy Petefish-Jackson Co. Senior Coordinator alternate</li> </ul> | <u>One Year of Service</u> <ul style="list-style-type: none"> <li>• Coni Aguilar-At-Large representative</li> <li>• Carol Conroy-Grand Co. Senior Coordinator alternate</li> </ul> |
| <u>Eight Years of Service</u> <ul style="list-style-type: none"> <li>• Bonnie Jolly-Jackson Co. appointee</li> </ul>                       | <ul style="list-style-type: none"> <li>• Gavin Larney-Summit Co. Senior Coordinator alternate</li> <li>• Dave Sturges-NWCCOG Council representative appointee</li> </ul>           |
| <u>Seven Years of Service</u> <ul style="list-style-type: none"> <li>• John Bade (Chair)-Eagle Co. appointee</li> </ul>                    | <ul style="list-style-type: none"> <li>• Geogeanne Waggaman-Pitkin Co. appointee</li> </ul>  |

Program Specialist position: Since this position was not filled in November it has been re-opened in January. This is a new full-time position within the Alpine Area Agency on Aging program. This position is responsible for providing professional and technical support to the Alpine Area Agency on Aging. The major responsibilities for the position includes administrative activities; federal and state program data input and reporting; assisting older adults with direct program services; develop, market and maintain the region's Network of Care website; Information & Referral service functions. The full job description is posted on the NWCCOG website: [www.nwccog.org](http://www.nwccog.org).

Budget and Sequestration: In a pair of votes on New Year's Day Congress passed legislation including a broad range of tax, unemployment insurance, and health-related extensions, entitled the American Taxpayer Relief Act of 2012. Of key importance to the aging network, the deal did not include a definitive end to the automatic, across-the-board cuts to discretionary spending known as sequestration, which were established in the 2011 Budget Control Act. Instead the new law delays the sequester, originally set to go into effect January 2, 2013, for two months to March 1, 2013. Additionally, the FY 2013 continuing resolution is set to end at the end of March 2013. Proposed cuts to Medicare, Medicaid and Social Security are still likely to be on the table as part of the debt ceiling debate. The sequester threat remains and the new precipice is two months off so stay tuned.

The annual Senior Day at the Capitol is set for Wednesday, March 20, 2013. This event is sponsored and organized by the Colorado Senior Lobby, and this year Summit County will be the aging representative advocates for Region 12.

The RAC and the contracted service providers are working to provide comments & stories from Region 12 for the Older Americans Coalition's legislative flyer campaign about the specific uses of the Older Coloradans Program funds. The flyers are distributed to the members of the State Legislature each Tuesday during the session.

The Older Americans Month 2013 theme has been announced: *Unleash the Power of Age*. Every year since 1963, May has been a month to appreciate and celebrate the vitality and aspirations of older adults and their contributions to our communities. Region 12 will hold its 25<sup>th</sup> annual Senior Awards Ceremony on May 8 at the Summit County Community-Senior Center in conjunction with Older Americans Month.

### **Economic Development District** – Rachel Lunney, Communications and Research Manager

Economic Development: staff will be carrying out the scope of work for 2013 as submitted in NWCCOG's EDA planning partnership grant application. This will include convening the EDD working group every other month beginning in February (next meeting set for Wed. Feb. 27<sup>th</sup> from 10 am – 3 pm at CMC Edwards Campus), monthly funding opportunities bulletins, monthly economic development resources bulletins, continuing work with OEDIT on the Colorado Blueprint. NWCCOG is serving as lead champion for Region 12 in convening a core team of representatives from the workforce sector, education sector, and economic development sector for a Sectors Summit January 30<sup>th</sup> through February 1<sup>st</sup>. This summit is being organized by the Colorado Workforce Development Council and OEDIT. Rachel will be serving on the CWDC Workforce Investment Board for the Rural Resort Region on behalf of NWCCOG.

Northwest Colorado Council of Governments (NWCCOG) has been asked to convene a meeting of all organizations in the region whose mission is to promote renewable energy, energy efficiency, green building, resource conservation, and environmental preservation to see if there are any opportunities for regional collaboration and/or coordination. We are also inviting staff from towns and counties in the region who are tasked with this same mission. The idea for this meeting is an outgrowth of the regional economic development planning effort undertaken by NWCCOG. There was interest expressed by participants to consider opportunities for collaboration in the context of economic development and growing the clean/green energy sector in our region. The meeting is set for Tues. Jan. 22<sup>nd</sup> from 1 – 3 pm at Gypsum Town Hall. We will see what ideas come out of that meeting, and if there are any opportunities for NWCCOG to continue this collaborative effort.

### **Elevator Inspection Program (EIP)** – Gene Morse, Director

In December 2012, the EIP purchased a 2012 Ford Fusion (\$16,000) to replace the Subaru that was totaled several months ago. In January, the EIP traded in the 2006 Malibu for a 2011 Chevy Equinox (33K miles) for \$17,344 per the approved 2013 budget.

### **Energy Management (Weatherization)** – Steve Getz, Director

NWCCOG Weatherization completed a total of 225 units of weatherization in calendar year 2012! Although funding was cut drastically early in the year, necessitating the lay-off of 16 of our 27 workers, many efforts were undertaken to maintain and increase funding, and these efforts have paid off by allowing the re-hire of 4 laid-off workers, with a corresponding increase in the number of houses weatherized each month. NWCCOG received authorization in August 2012 to weatherize 8 additional homes in Rio Blanco County, using funding monies collected as fines by the Colorado Department of Health and Public Environment (CDPHE). These fines were collected by CDPHE from oil and gas operations in Rio Blanco County for pollution violations, and CDPHE uses the fines to fund Supplemental Environmental Projects to improve the environment in the area where the violations occurred and where the fines were collected. NWCCOG Weatherization also received an appropriation of approximately \$175,000 from the State of Colorado from Severance Taxes levied by the State. This was another area where new funding mechanisms allowed the re-hire of laid-off personnel and in increase in the number of homes weatherized.

December 2012 also marked the end of Stimulus, or ARRA (American Recovery and Reinvestment Act of 2009), funding for the Weatherization Program at NWCCOG. ARRA funding took NWCCOG production levels to unheard of and undreamed of heights. The first full fiscal year of Stimulus (July 1, 2009 through June 30, 2010) NWCCOG weatherized 454 homes, up from 200 just one year prior. By November 2011 NWCCOG had weatherized our 1,000<sup>th</sup> home since July 2009. As of December 31, 2012, when ARRA funding ended, NWCCOG had weatherized approximately 1,360 homes in the 4 years from January 1 2009

to December 31 2012. Nationally, in September 2012 the Department of Energy recorded the one millionth house weatherized since the beginning of ARRA, far exceeding the original goal set by Congress and the President.

**Northwest All Hazards Emergency Management Region (NWAHEMR)** – Christy Laney,  
Homeland Security Coordinator

The NWAHEMR meets on January 16<sup>th</sup> in Glenwood Springs. They continue to work to complete the current grant funded projects and to determine the needs of the region in case there is a 2013 grant application process. Most recently the NWAHEMR has completed purchasing 800 Mhz radios for each of the public works departments in the region, upgrading the 360 HazMatID software for each of the five hazmat teams in the region, and purchased hazmat personal protective equipment (PPE) for each of the 13 hospitals/medical centers in the region. In 2013, the healthcare functional group will complete a regional functional exercise and the public works functional group will complete an exercise to practice using the 800 DTR system.

### **Northwest Loan Fund (NLF)**

NWCCOG has asked Eagle County to serve as the lead county for a CDBG grant to recapitalize the NLF.

**Regional Transportation Coordinating Council (RTCC)** – Susan Juergensmeier, Mobility Manager

At the December 3 RTCC Transportation Providers Meeting and the December 5 RTCC meeting, the structure of the One Click/One Call call center and the requirements for the technology were addressed. As a result of the meetings, a survey is being generated to determine the current status of transportation services offered throughout the seven-county region. This survey will identify the gaps that will need to be addressed and where transportation providers could collaborate. Also, the draft for a Request for Proposal for the One Click/One Call call center has been written and is being reviewed by the members of the RTCC Technology Committee and other key transportation partners. Once finalized the RFP will be advertised on the NWCCOG website and sent to stakeholders in the project.

In December Jean Hammes and Susan Juergensmeier met with the Health and Human Services (HHS) staff of Summit and Grand Counties, to discuss the NWCCOG becoming the broker for their county's NEMT (Non-Emergent Medical Transportation) Medicaid billing. In January we will be meeting with Doug van Hee who is now responsible for the statewide NEMT Medicaid program at the Colorado Department of Health Care Policy and Financing.

The 2013 FTA Mobility Manager 5310 grant has been executed by CDOT and was received by NWCCOG on January 10, 2013. This grant funds the second year of this project.

On December 31 we received a call for transportation from a case worker at Yampa Valley Hospital. A patient needed transportation from the hospital in Steamboat Springs to Grand Lake. The case worker had heard about our project from the Senior Center in Routt County. Susan referred the case worker to the Grand County Council on Aging. Even though our call center is still in the planning stages, we are beginning to get referrals. This demonstrates that there is a need for our project.

## **Watershed Services and Water Quality and Quantity Committee (QQ) –**

Lane Wyatt, Matt Sugar and Shanna Koenig, Co-Directors

#1 – Matt Sugar here – I recently joined the QQ staff and am in the process of taking on legislative policy and administrative responsibilities. Shanna has been showing me the ropes and getting me up to speed on the process. The transition will take some time and hopefully I can be half as affective as Shanna.

#2 –As you are aware the legislative session is underway. Several water bills have already been introduced and several bills are expected to be introduced within the next week or two. Many of these bills have been drafted by the Interim Water Committee but have yet to receive a number or committee assignment. We will continue to monitor the new legislation.

#3 – We are continuing our efforts to develop a framework to join efforts of the Colorado Bark Beetle Cooperative (CBBC) on watershed protection. Currently we are developing an outline for a roundtable discussion to take place later this year.

#4 – QQ continues to participate in the Colorado Oil and Gas Conservation Commission hearings dealing with sampling and setbacks. We are working with other local governments to not only educate the Commission on what our members do to regulate oil and gas, but also to ensure land use authority over oil and gas is preserved. We do expect legislation to be introduced dealing with this matter.



**Northwest Colorado Council of Governments**  
EDD Board Meeting  
Buffalo Mountain Room, Frisco Commons  
Frisco, Colorado  
October 27, 2011  
**MINUTES**

**Presiding:**

Peter Runyon, Chair

**EDD Board Members**

**Present:**

Derek Johnson, Pitkin County  
Peter Runyon, Eagle County  
Rob Ittner Pitkin County  
James Newberry, Grand County  
Jeff Shroll, Gypsum  
Tom Clark, Kremmling  
Don Cohen, Economic Council-Eagle Cty.  
John Rich, Jackson County  
Karn Stieglemeier, Summit County  
Doris Kirchner, Vail Valley Medical Ctr.  
Frank Lilly, Summit Indept. Bus. Alliance  
Jill Boyle, CMC-GWS  
John Frink, Rocky Mountain Pellets  
Kathy Chandler-Henry, Economic Council-Eagle Cty.  
Susan Philip, Town of Basalt Planning Dir.

Kelli McDonald, Town of Vail ED Director  
Tim Westerberg, Town of Dillon  
Rachel Lunney, EDD-NWCCOG  
June Walters, EDD-NWCCOG

Pam Caskie, NWCCOG  
Sherry Rogstad, NWCCOG

**Others Present:**

Lucas Schiff, Resort Broadband, SBS  
Jodi Smith, Pitkin County  
Sean Heskett, Zirkel Wireless  
Brian Wagner, Consultant  
Eden Recor, Grand County  
Martin Woros, Grand County

**Call to Order**

Peter Runyon went right from the Executive Committee meeting into the EDD Board meeting at approximately 9:18 a.m. Introductions were made and Sherry Rogstad took roll call, 17 EDD Board members were present.

**Election of Officers:**

According to the Articles of Association, as adopted by the original governing body, the NWCCOG Council, the Board needs to elect a Chairman, Vice Chairman & Secretary-Treasurer.

For the Chairman seat Karn Stiegelmeier nominated Rob Ittner. Dave Sturges suggested Peter Runyon for Chairman and Rob Ittner Vice Chair for a one year office.

***M/S/P Dave Sturges/John Hoffmann*** to nominate Peter Runyon as Chair, Rob Ittner as Vice Chair for a one year office.

***M/S/P John Rich/Dave Sturges*** made a motion that all nominations cease.

Next was the election of Secretary/Treasurer office. Dave Sturges asked if Jill Boyle was interested. John Rich asked if John Frink was interested. Discussion began regarding conflict of interest, with the result that if that did occur that person would excuse themselves.

***M/S/P James Newberry/Frank Lilly*** to nominate Jill Boyle as Secretary/Treasurer.



### **By-Law Approval:**

The by-laws as proposed were included in the packet. They may be amended at any time but in order for our application to go forward at the Economic Development Administration, we must constitute a Board and adopt by-laws. Pam explained if anyone has concerns about this document and would like to form a by-law committee to review them and make recommendations for changes that would be fine but to please let the application go forward by adopting them at the meeting as a starting place.

Frank Lilly asked about Article III, Annual Dues Assessment Policies on page 12, Dues Assessment and Payment, letter b. Pam Caskie explained this to him, with the result being “if you belong to NWCCOG, you’re in.”

Dick Cleveland asked when we will hear back regarding approval. Pam explained the timeframes. Next John Hoffmann brought up Telephone Polling on page 12, number 6, with discussion following. Dave Sturges suggested we take these concerns to Barbara Green and ask for her interpretation, that we need to approve the bylaws today and can make amendments later.

***M/S/P James Newberry/John Hoffmann*** made a motion to strike the words “not more than” under Telephone Polling, #6 on page 12.

***M/S/P Karn Stiegelmeier/Peter Runyon*** made a motion to approve the by-laws “as is” and look at amends later.

Dave Sturges commented on the good discussion, stated that “polling” seems to be the problem.

Peter Runyon asked James Newberry if he wanted to withdraw his motion, he did not.

A vote was taken as to how many people wanted the “not more than two representatives” taken out. 13 in favor, 5 opposed.

Tim Westerberg asked Pam Caskie if broader state language should be used. Pam explained the application had not been kicked back. It was decided to talk to Barbara Green about this also.

***M/S/P John Rich/Dave Sturges*** made a motion to approve the bylaws as amended.

Frank Lilly brought up quorum number, seemed to be a small number. Pam explained.

### **Working Group Formation:**

Pam explained it is the staff’s recommendation that the EDD Board form a working group comprised of any and all staff members in the region whose primary responsibility is economic development. This is a way to include the many professionals and volunteers who are interested in serving who because of EDA’s dictates about the make-up of this group cannot serve on the Board of Directors. With approval of this concept, we will attempt to contact as many of these individuals as possible and set up a meeting to discuss their valuable role in the process.

***M/S/P Tim Westerberg/Tom Clark*** moved to authorize to form a working group. Dave Sturges suggested adding a Board member to this working group.

**Next Steps:**

Pam talked about the opportunities in the region. She also talked about how we have gone so far, to not wait for funding and not wait for the Federal government; it would be to our benefit in getting started and keep working

There was discussion with the result of setting up a working group meeting first, and then the EDD Board would meet again.

**Adjournment:**

The EDD Board finalized their meeting at approximately 10:22 a.m.

Pam introduced Frank Ohrtman, Communications Manager at Colorado Broadband Data & Development Program, who would be doing a presentation about the status of Broadband in the state.

The presentation started at 10:35 am.

---

Rob Itter, EDD Vice Chair

Date

**BYLAWS OF THE  
NORTHWEST COLORADO COUNCIL OF GOVERNMENTS  
ECONOMIC DEVELOPMENT DISTRICT**

**ARTICLE I  
Adoption and Effect**

These Bylaws shall become effective upon the adoption thereof by a majority of the voting representatives of the Northwest Colorado Council of Governments Economic Development District (hereinafter, the " District" or "EDD Board") at any regular meeting, and shall not be construed to operate in contravention of any provision of the Articles of Association, Northwest Colorado Council of Governments/Economic Development District ("Articles of Association"). Any provision herein determined to be contrary to or in violation of the Articles of Association shall be null, void, and of no effect.

**ARTICLE II  
Representation, and Voting**

**1. Representation**

The EDD Board shall consist of no less than fifty-one percent (51%) governmental representatives and no less than thirty-five percent (35%) non-governmental representatives. The EDD Board shall comprise the following representation:

- a. One (1) elected official, or their chief administrative official, from each county within the District, to be appointed by the individual county.
- b. Six (6) representatives of the municipalities located within Region 12, to be elected by ballot vote of the Council..
- c. One (1) representative from a non-governmental stakeholder organization from each county within the District, to be appointed by the individual county.
- d. One (1) representative of the Colorado Mountain College, to be appointed by the College President.
- e. One (1) representative from the State office of Workforce Development, to be appointed by the Colorado Workforce Center.
- f. One (1) representative from the resort industry, to be appointed in the first year by the NWCCOG Council and thereafter to be appointed by the EDD Board of Directors

- g. One (1) representative from the health care industry, to be appointed in the first year by the NWCCOG Council, and thereafter to be appointed by the EDD Board of Directors
- h. One (1) representative from each Member Jurisdiction located outside of Region 12, appointed by the jurisdiction.
- i. Each appointing authority may also appoint or elect one alternate for each representative it appoints or elects to the Board.

2. **EDD Board Officers.**

EDD Board officers shall be elected by majority vote of the representatives. Officers shall serve for a term of two (2) years from the date of their election.

- a. **Chairman.** The Chairman shall preside at all meetings of the EDD Board and shall be the chief officer of the EDD Board .
- b. **Vice Chairman.** The Vice Chairman shall exercise the functions of the Chairman in the Chairman's absence or incapacity.
- c. **Secretary-Treasurer.** The Secretary-Treasurer shall exercise the functions of the Vice Chairman in the absence or incapacity of the Vice Chairman and shall perform such other duties as may be consistent with the office of Secretary-Treasurer or as may be required by the Chairman.

3. **Term of Representation**

Each representative shall serve a two year term unless sooner replaced by the appointing authority. Representatives shall serve on the EDD Board at the will of the appointing authority. All representatives serving on the original EDD Board shall serve from the EDD Board's inception until the second January following the EDD Board's creation.

4. **Allocation of Voting Rights**

Each representative shall be entitled to vote on any matter that requires a vote by the Board. Each representative shall have a total of one vote. Only the representatives of those appointing authorities whose dues payments are current are entitled to cast a vote at a meeting of the EDD Board.

5. **Quorum**

A quorum shall consist of no less than seven representatives or their alternates. To pass a budget or set dues, the majority of the representatives comprising the quorum shall be government representatives.

6. **Telephone Polling**

In order to achieve a quorum, the EDD Board may poll by telephone, not more than two representatives, with respect to a specific matter before the EDD Board on motion or resolution. Such telephone polling shall constitute the equivalent of a physical presence at the meeting of the representative(s) so polled, shall be carried out by the Chairman, and the results of the poll reported to the EDD Board by the Chairman. The minutes for the meeting shall reflect that a telephone poll was taken, the results thereof, and the representative(s) polled by telephone. Further, a memorandum of the telephone poll shall be approved and signed by the polled representative. If the representative(s) does not approve and sign the memorandum, the action upon which the vote, including the poll, was taken shall be null, void and of no effect.

7. **Electronic Voting**

With prior approval by the EDD Board, the representatives may vote via electronic means on subjects not related to the budget or the setting of dues.

**ARTICLE III**

**Annual Dues Assessment Policies**

1. **Dues Assessment and Payment**

- a. The EDD Board will receive a dues payment from the Council equal to 50% of the EDD's adopted budget minus other revenues received or budgeted to be received.
- b. The EDD Board shall adopt a voluntary dues structure that applies to private sector representation, to offset the costs of adding the private sector representatives to the EDD Board and to be applied toward matching the federal dollars.
- c. By August 31st, the EDD Board shall send notices stating the amount of the next calendar year's annual dues assessment. Confirmation of intention to pay the assessment is due to the EDD Board by October 31st. Dues assessments are due and payable on an annual basis by February 28<sup>th</sup>.

2. **Required Withdrawal from EDD Board**

In the event of non-payment of dues the EDD Board may by majority vote require that the non-paying entity withdraw its representation on the EDD Board.

**ARTICLE IV**  
**Financial Management**

1. **Annual Budget**

Each year between October 1 and October 15, the Chairman shall submit, by mail, to the EDD Board an estimate of the budget required for the operation of the EDD Board during the ensuing calendar year.

2. **Funding Sources**

The EDD Board is specifically empowered to contract or otherwise participate in and to accept grants, funds, gifts or services from any Federal, State or local government or its agencies or instrumentality thereof, and from private and civic sources, and to expend funds received therefrom, under provisions as may be required of and agreed to by the EDD Board, in connection with any program or purpose for which the EDD Board exists.

3. **Accounting**

The EDD Board shall arrange for a systematic and continuous record of its financial affairs and transactions and shall obtain an annual audit of its financial transactions and expenditures.

**ARTICLE V**  
**Executive Staff**

1. **Hiring and Termination**

The NWCCOG Executive Committee shall appoint professional Executive Staff who shall serve at the pleasure of the EDD Board, and may be hired and/ or terminated only by a vote of the Council pursuant to Article II Section 3 of the Amended and Restated Bylaws of the Northwest Colorado Council of Governments.

2. **Duties**

The Executive Staff shall serve as the general administrators of the EDD Board and shall oversee the daily affairs in a manner that carries out the will of the EDD Board, including but not limited to the following authority:

- a. The Executive Staff shall implement personnel policies, and shall hire, supervise and terminate employment for the staff of the EDD Board.
- b. The Executive Staff shall have the authority to enter into contracts for services and materials on behalf of the EDD Board provided, however, that the EDD Board has previously approved budget items encompassing such services and

materials, and the contracts implement items in the Work Program approved by the EDD Board. In no event may the Executive Staff enter into contracts in excess of \$20,000. The Executive Staff shall have the authority to dispose of, by sale or exchange, property and equipment of the EDD Board up to and including a value of \$1,000 per unit or market lot, as appropriate, without prior approval of the EDD Board. Upon approval of the EDD Board or Executive Committee, as appropriate, the Executive Staff may dispose of EDD Board property or equipment valued in excess of \$1,000.

- c. The Executive Staff shall have the authority to bind the EDD Board during the course of contract negotiations with present or future contractors with the EDD Board provided, however, that the specific contract under negotiation has previously been approved by the EDD Board. The Executive Staff shall have the authority to implement change orders and contract amendments consistent with the intent and purpose of previously approved contracts.

#### **ARTICLE VI** **Amendment**

These Bylaws may be amended by resolution of the EDD Board, approved by majority vote of the EDD Board.

#### **ARTICLE VII** **Rules of Order**

Except as otherwise provided in these Articles, Robert's Rules of Order shall prevail for the conduct of business of the EDD Board.

#### **ARTICLE VIII** **Meetings**

The EDD Board shall hold meetings open to the public at least once a year and shall also publish the date and agenda of such meetings sufficiently in advance to allow the public a reasonable time to prepare in order to participate effectively.

The EDD shall provide information sufficiently in advance of decisions to give the public adequate opportunity to review and react to proposals. The EDD shall communicate technical data and other material to the public so they may understand the impact of public programs, available options and alternative decisions.

The EDD shall make available to the public such audited statements, annual budgets and minutes of public meetings, as may be reasonably requested.

The EDD and its board of directors shall comply with all Federal and State financial assistance reporting requirements and the conflicts of interest provisions set forth in CFR § 302.17.

**ARTICLE IX**  
**Committees**

The EDD Board may establish advisory committees as may be necessary from time to time.

**ARTICLE X**  
**Indemnification**

The EDD Board shall indemnify, to the extent permitted by law, any person who is an officer, agent, fiduciary or employee of the EDD Board against any claim, liability or expense arising against or incurred by such person as a result of actions reasonably taken by him at the direction of the EDD Board. The EDD Board shall further have the authority to the full extent permitted by the law to indemnify its directors, officers, agents, fiduciaries and employees against any claim, liability or expense arising against or incurred by them in all other circumstances and to maintain insurance providing such indemnification.



**Northwest Colorado Council of Governments  
Economic Development District**

**PROGRESS REPORT 2012**

**1. Build a Business Friendly Environment**

**Progress:** Provided technical assistance for businesses including creation of a monthly economic development resources bulletin. This bulletin provides information a broad range of economic development resources including offerings at Colorado Mountain College (CMC), tools for small businesses, workshops in the area, websites providing technical assistance, reports and studies, etc. It is sent to a broad range of stakeholders, including chambers of commerce, business associations, and other economic development groups, and those groups are encouraged to forward it to their membership. In 2012, NWCCOG re-established a working relationship with the Northwest Small Business Development Center located at the CMC Dillon Campus. NWCCOG and SDBD will work collaboratively on projects that serve to build a business-friendly environment.

**2. Retain, Grow and Recruit Businesses**

**Progress:** NWCCOG received official designation from the U.S. Economic Development Administration (EDA) as an Economic Development District (EDD) on August 17, 2012. This EDA designation will serve as a foundation for building capacity in NWCCOG to carry out a focused economic development program that strives to benefit both families and businesses in our region. EDA is committed to providing financial assistance to meet the economic development needs of communities throughout the region by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy.

NWCCOG has worked closely with the Colorado Office of Economic Development and International Trade (OEDIT) throughout 2012 in their Colorado Blueprint planning process. The Colorado Blueprint will serve as the statewide economic development planning document, and will be used by the state OEDIT to retain, grow and recruit businesses to the state and to each particular region. Each region was asked to convene a group of stakeholders to work with OEDIT to develop a strategic summary. NWCCOG served as the coordinator and lead champion on this planning process. NWCCOG convened the following 5 meetings in 2012: February 28<sup>th</sup>; July 27<sup>th</sup>, September 26<sup>th</sup>, October 24<sup>th</sup>, and December 11<sup>th</sup>. The final strategic summary is in the works, and will serve as a marketing piece for the NWCCOG region.

Through our work with OEDIT, a NWCCOG Economic Development Working Group has formed, which is made up of a broad range of stakeholders from throughout the region including government officials, education, workforce, chambers of commerce, as well as key

industries in the region. This group will meet every other month in order to guide NWCCOG in carrying out the scope of work for 2013.

#### 2013 NWCCOG ED Working Group Meeting Schedule:

- Wed. February 27th from 9:00 a.m. - 12:00 p.m. - CMC Edwards Campus
- Wed. April 24th - Location TBD
- Thurs. June 27th & Friday, June 28th - PLEASE NOTE THAT A SPECIAL EVENT WILL TAKE THE PLACE OF THE REGULAR WORKING GROUP MEETING IN JUNE - NWCCOG was selected by Smart Growth America to receive a free technical assistance workshop and facilitated sessions on smart growth solutions for our community. The workshop will be on *Planning for Economic and Fiscal Health*. The workshop will be open to the public the evening of Thurs. 6/27. On Friday, 6/28, all working group members are invited to attend an all-day facilitated planning session. Details to follow. All will be held at the Eagle County Courthouse in Eagle, CO.
- Wed. August 28th - location TBD
- Wed. October 23rd - location TBD
- December - due to the holidays, we will decide on a date that works

### 3. Increase Access to Capital

Progress: NWCCOG is working on re-establishing the Northwest Loan Fund in 2013. In the last quarter of 2012, staff met with the OEDIT staff to discuss next steps in applying for a Community Development Block Grant (CDBG) to recapitalize the loan fund. Staff has also met with staff at a potential county in NWCCOG's region who is considering serving as a lead county to receive the CDBG funds, and act as fiscal agent until those funds are revolved.

NWCCOG has created a monthly Funding Opportunities Bulletin, which provides information on federal, state, and private foundation funding opportunities – i.e. “capital” for our towns, counties, non-profits.

### 4. Focus on Projects that Bolster Tourism (Create and Market a Stronger Colorado Brand)

Progress: Work on the Region 12 Strategic Summary, which highlights the region's assets and will serve as a marketing tool at the state level.

### 5. Educate and Train the Future Workforce

Progress: Development of relationship with Colorado Mountain College (CMC) through the Blueprint planning process; provide information on CMC educational offerings through resources bulletin; coordination with CMC to determine all opportunities for cooperation and collaboration. Several staff members from CMC serve on the NWCCOG ED working group.

NWCCOG staff will serve on the Colorado Workforce Investment Board for the Rural Resort Region. This board serves as an avenue for businesses and other stakeholders in the region to participate in the local delivery of workforce development services. Roles and responsibilities of board members include developing and sustaining effective partnerships; advocating for the workforce centers in the region; actively participating and engaging in new and existing initiatives; and helping to leverage and identify new resources.

Sectors Summit –The Colorado Workforce Development Council is presenting this Sectors Summit to take existing and emerging regional sector partnerships to the next level of impact by broadening and deepening collective efforts between education, workforce development, economic development, and industry. NWCCOG is serving as the lead champion for assembling the core team from Region 12 to attend the summit (cost of registration and lodging will be provided by OEDIT for core team members). The summit will engage the regions in creating an economic development eco-system that will ensure that Colorado (and our region's) businesses have what they need to be competitive, including a talented workforce. This will not happen without efficient, effective, and elegant alignment of services at the state level and within all regions. NWCCOG will bring the work of the Summit back to the regional EDD working group to discuss next steps/programs that come out of the summit/any other follow-up work that will serve to further the 2013 NWCCOG scope of work.

## **6. Cultivate Innovation and Technology**

Progress: In the last quarter of 2012, NWCCOG was awarded a grant from the Colorado Department of Local Affairs for a regional strategic planning effort for improving broadband in the region. This project will get underway in 2013.

Explore developing programs to encourage innovative new businesses: In 2012, NWCCOG was asked to convene a meeting of all organizations in the region (as well as staff from towns and counties) whose mission is to promote renewable energy, energy efficiency, green building, resource conservation, and environmental preservation to see if there are any opportunities for regional collaboration and/or coordination. The idea for this meeting is an outgrowth of the regional economic development planning effort undertaken by NWCCOG. There was interest expressed by participants to consider opportunities for collaboration in the context of economic development, and the exploration of innovative ideas for developing and growing the clean/green energy sector in our region. This meeting is set for Tues. Jan. 22<sup>nd</sup> 2013. Possible outcomes from that meeting will be added to the scope of work for 2013.

## **7. Strengthen the Capacity of the Region's Communities to Work Together in Developing and Implementing an Economic Development Strategy for the Region that Strategically Builds on the Current and Emerging Economic Strengths of the Region**

Progress: NWCCOG submitted an application in November 2012 and has been selected to receive a free workshop in 2013 as part of Smart Growth America's free technical assistance program. Smart Growth America is committed to providing the tools and training to help community leaders keep their cities and towns livable, sustainable and economically

prosperous places. This program is funded through a grant from the U.S. Environmental Protection Agency's Office of Sustainable Communities under its Building Blocks for Sustainable Communities Program. NWCCOG's workshop will be on the tool: Planning for Economic and Fiscal Health. This workshop will draw on successful private and public sector lessons to help local leaders foster smart growth communities that cost taxpayers less to build, run and maintain. It will provide the latest lessons in how smart growth saves money for local governments, makes money for businesses, and is integral for the long-term fiscal and economic health of the community. The workshop will be held on the evening of Thurs. June 27<sup>th</sup> and all day on Friday, June 28<sup>th</sup> at the Eagle County Courthouse.

NWCCOG distributes monthly “economic development resources bulletins” providing a wide scope of economic development resources including information on new programs, funding opportunities, educational opportunities, technical assistance, workshops, etc.

NWCCOG convened the ED Working Group five times during 2012. The meetings provide a forum for information sharing, collaboration, and regional capacity building among the region’s economic development organizations, towns, counties, workforce sector, education sector, key industries, as well as the State Office of Economic Development and International Trade (OEDIT) and Department of Labor and Employment (CDLE). NWCCOG will convene the ED working group 6 times in 2013 (the 4th Wednesday of every other month beginning February 2013).

**Northwest Colorado Council of Governments  
Economic Development District  
SCOPE OF WORK 2013**

**1. Build a Business Friendly Environment**

- A. Developing a system for gathering, organizing, presenting and disseminating economic indicator data for business decision makers; coordinate federal, state, regional and local resources to accomplish this.
- B. Assist businesses with direct technical assistance and referral to local development organizations, Colorado Mountain College and Small Business Resource Centers as appropriate.

**2. Retain, Grow and Recruit Businesses**

- A. Work with the Colorado Office of Economic Development and International Trade (OEDIT) in their data management program to provide data and information to businesses to maximize economic growth opportunities and enhance local business and industry retention and expansion.
- B. Assist counties, municipalities and their ED organizations in identifying the technical and financial resources necessary to facilitate economic and community development activities.
- C. Explore the feasibility of developing new programs to help support and grow existing businesses including an economic gardening program.
- D. Explore the development of an entrepreneur's network program for home-based businesses.

**3. Increase Access to Capital**

- A. Explore sources of capital including recapitalizing the Northwest Loan Fund (through CDBG funds), developing an EDA-funded revolving loan fund, and research other sources of funds to develop small business loan programs. Work towards implementation of those funding sources that are most relevant, effective, etc.
- B. Research sources of grant funding available from both government and non-government sources; send out monthly funding opportunities bulletin to towns and counties, non-profits, other economic development stakeholders; maintain a page on the website with funding opportunities.
- C. Participate in training on funding sources, grant writing, etc. Provide workshops on these topics as appropriate.
- D. Explore, and where appropriate establish, alternative financing modes, e.g., equity financing, loan guarantees, local incentives.

**4. Focus on Projects that Bolster Tourism (Create and Market a Stronger Colorado Brand)**

- A. Encourage the expansion of the tourism/recreation and service industries.
- B. Support area tourism businesses and agencies with their activities.
- C. Support and encourage programs that serve to preserve, protect and enhance the natural environment, the region's most basic asset for health, vitality and the tourism industry.

#### **5. Educate and Train the Future Workforce**

- A. Partner with organizations/agencies to bring educational workshops to the region. Such organizations/agencies may include Colorado Mountain College, Colorado Workforce Center, and other economic development organizations, educational organizations, and non-profits throughout the region.
- B. Staff to participate on the Colorado Workforce Board for this region.
- C. Participate in training offered by various professional organizations including but not limited to National Association for Development Organizations (NADO), Economic Development Council of Colorado (EDCC), Colorado Municipal League (CML), Colorado Counties, Inc. (CCI).

#### **6. Cultivate Innovation and Technology**

- A. Assess rural broadband needs in the region; Explore ways to improve rural broadband in the region including forming a local technology planning team, working with the State Office of Information Technology, working with providers, exploring funding sources. Improvement of rural broadband (i.e. making it abundant, redundant, and affordable) will help businesses in the region be more equipped to expand and compete in the global economy.
- B. Explore developing programs to encourage innovative new businesses.

#### **7. Strengthen the Capacity of the Region's Communities to Work Together in Developing and Implementing an Economic Development Strategy for the Region that Strategically Builds on the Current and Emerging Economic Strengths of the Region**

- A. Hold Smart Growth America Technical Assistance Workshop and Planning Session: Planning for Economic and Fiscal Health.
- B. Provide Technical Assistance and a forum for information sharing.
- C. Distribute monthly newsletters providing a wide scope of economic development resources including information on new programs, funding opportunities, educational opportunities, workshops, etc.
- D. Convene EDD board and stakeholders with OEDIT to work on Colorado Blueprint progress.
- E. Provide a forum for intergovernmental cooperation on economic development issues.
- F. Serve as a resource for data to assist local governments and economic development organizations with their economic development activities.

**Northwest Colorado Council of Governments  
Economic Development District  
2013 Meeting Schedule**

**NWCCOG EDD Board of Directors:**

Thursday, January 24<sup>th</sup>  
1:30 p.m. – 3:00 p.m.  
Summit County Commons  
Frisco, Colorado

Thursday, September 26<sup>th</sup>  
9:00 a.m. – 3:00 p.m.  
Gypsum or Glenwood Springs  
This will be an annual planning meeting with the NWCCOG Council and EDD

**NWCCOG EDD Working Group:**

Wed. February 27<sup>th</sup>  
9:00 a.m. - 12:00 p.m.  
CMC Edwards Campus  
Edwards, Colorado

Wed. April 24<sup>th</sup>  
10:00 a.m. – 3:00 p.m.  
Location TBD

Thurs. June 27<sup>th</sup> & Friday, June 28<sup>th</sup>  
Smart Growth America Workshop: Planning for Economic and Fiscal Health  
Eagle County Courthouse  
Eagle, Colorado  
Please note that this special event will take the place of the regular working group meeting in June.  
Details to follow.

Wed. August 28<sup>th</sup>  
10:00 a.m. – 3:00 p.m.  
location TBD

Wed. October 23<sup>rd</sup>  
10:00 a.m. – 3:00 p.m.  
location TBD

December  
Location/time TBD