

SAN JUAN WATER CONSERVANCY DISTRICT)
)
ARCHULETA COUNTY) SS
)
STATE OF COLORADO)

NOTICE OF REGULAR MEETING

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Board of Directors of the San Juan Water Conservancy District (SJWCD) is scheduled for Monday, April 18, 2022 at 4:00 p.m. The Regular Meeting will be at the SJWCD office at 46 Eaton Drive Suite #5, Pagosa Springs, CO. The Board will be discussing and sharing documents related to the agenda below. A link to participate by Zoom is below.

To participate by Zoom:
Sally High is inviting you to a scheduled Zoom meeting.

Topic: SJWCD REGULAR MEETING APR22

Time: Apr 18, 2022 04:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87219676513?pwd=Z2hGOE5GODBqdXV0cmZsREJ4N21iUT09>

Meeting ID: 872 1967 6513

Passcode: 508378

For questions about how to participate by Zoom, please contact SJWCD President and Chairman, Al Pfister at 970-985-5764 or apfister.sjwcd@gmail.com.

Proposed Agenda is as follows:

1. Call to Order
2. Revisions to Agenda
3. Disclosures of Conflict of Interest
4. Public Comment
5. Consideration of Approval of February 21, 2022 Regular Meeting and March 10, 2022 Special Meeting Minutes
6. Consideration of Attorney's Report
7. Update from Project Resource Studio on Community Engagement Services Contract
8. Consideration of Treasurer's Report
9. Consideration of Updates to the Mitigation Plan for Running Iron Ranch
10. Discussion of Individual Director's conduct when in opposition to SJWCD Board, approved SJWCD projects, and Statutory Duties
11. Consideration of Reappointment of Director Hudson
12. Update on Watershed Enhancement Partnership Public Meeting
13. Discussion of Action Items regarding Revisions to Strategic Plan

SAN JUAN WATER CONSERVANCY DISTRICT

By /s/ Sally High

For the Board of Directors

DISTRICT SEAL

RECORD OF PROCEEDINGS
SAN JUAN WATER CONSERVATION DISTRICT
FEBRUARY 21, 2022 REGULAR MEETING

Attendance

A regular meeting was held in person at the SJWCD office at 46 Eaton Drive, Suite #5. A Zoom link was also provided.

The following Directors were present in the office: Al Pfister, Bill Hudson, Susan Nossaman, Doug Secrist, John Porco, and Joe Tedder.

Also present in person were: Sally High (SJWCD Executive Assistant), Justin Ramsey (PAWSD), and Josh Pike (Pagosa Sun).

Attending by Zoom were: Jeffery Kane (Attorney), Joe Crabb (CO District 29 Water Commissioner), Mandy Eskelson (WEP), Terri House and Randi Pierce (Pagosa Sun).

Call to Order

The Regular Meeting for the San Juan Water Conservancy District was called to order by Chairman Al Pfister at 4:03 pm.

Revisions to Agenda

The Board considered Revisions to Agenda and one item was added: Consideration of a Change in the Project Designation for the SJWCD Budget Allocation. An AIR form was sent to Directors before the meeting today. The late agenda item was added at #9.5 after the Treasurer's Report.

Declaration of Conflicts of Interest

The Board considered Declarations of Conflicts of Interest. No conflicts were declared.

Public Comment

Chairman Pfister opened the meeting to Public Comment. No comments were offered.

Consideration of Election of Officers for 2022 and 2023

Directors considered the election of officers to serve for the next two years. Director Hudson nominated Joe Tedder for President and Al Pfister for Vice President. The motion died from lack of a second.

It was established that Director Nossaman was willing to remain as Vice President and Director Pfister was willing to remain as President. Director Secrist moved to re-elect

the present Board for two more years. Director Porco seconded. Director Hudson expressed his opinion that Director Pfister had engaged in divisive, mean-spirited, and aggressive behaviors and should step down. When called to a vote, the motion passed five votes to one. Director Hudson voted no.

Consideration of Attorney Report

Directors considered Attorney Kane's explanations of developments in the BLM Treasure Pass Ditch Water Rights Cases. Status Conferences have been held on the BLM's requests in Division 7 and Division 3. Lists of opposers in both the San Juan River Basin Case (Div 7) and the Rio Grande River Basin Case (Div 3) were provided. No action by the Directors was needed at this time.

Attorney Kane advised the Board about an open-meetings law consideration underway regarding the Douglas County School Board communications controversy. Email communications and "daisy-chain meetings" are presently under court review. The SJWCD Board was advised to be careful with email communications and understand that decisions must be discussed and made in public meetings.

Consideration of CEGR Law Firm Proposal

Directors considered continuing Attorney Evan Ela's service to SJWCD. Due to a perceived conflict of interest, Evan Ela has served as SJWCD's attorney representing the old Piano Creek Ranch case and its East Fork water rights (now in Conservation Easement). Jeff Kane formerly represented the owner, a conflict of interest. Evan Ela is now with a different law firm, CEGR. A letter was received asking whether or not SJWCD wanted to continue his services at a rate of \$350 per hour. Director Pfister moved to retain CEGR. Director Secrist seconded. Unanimous approval. Evan Ela will be asked to submit a written summary of the status of the case. Director Hudson moved to ask Ela for a written summary. Director Secrist seconded. Unanimous approval.

Consideration of Approval of Records of Proceedings for December 13, 2021 Regular Meeting

Director Hudson moved to accept the minutes as presented. Director Nossaman seconded. Unanimous approval.

Consideration of Treasurer Report

A brief discussion resulted in no questions from Directors. Director Pfister requested that Director Tedder be added as a signatory with TBK Bank, so that each Director can sign checks if the need arises. No objections surfaced.

93 **Consideration of Reallocation of Granted SJWCD Funds in 2022**

94
95 Directors considered reallocating the funds already granted to WEP for 2022. Mandy
96 Eskelson presented a request to move SJWCD funds from the Pagosa Gateway Project
97 to the Yamaguchi South Project. Director Secrist moved to approve moving \$2,000 to
98 the Yamaguchi South Project. Director Hudson seconded. Unanimous approval.
99

100 **Consideration of Hiring Consultant for Water Demand Analysis / GWS**

101
102 Directors considered a proposed Wilson Water Group analysis of supply and demand
103 for both SJWCD and Growing Water Smart purposes. Director Pfister reviewed the
104 Wilson Water Group's proposal to perform measurements/analyses of supply and
105 demand for Municipal, Agricultural, Environmental, and Recreational water uses for
106 SJWCD and Growing Water Smart. The \$13,080 expense could come from SJWCD's
107 Engineering budget, but other partners will be sought for funding. Discussion included
108 issues of population growth, the necessary appropriate volume of the Headwaters
109 Project reservoir, the need for GWS to find additional funders, and climate change
110 effects on agricultural water supply and significantly increasing demand. The study
111 would contribute to SJWCD's required due diligence re: Headwaters Project later in
112 2022. Director Pfister will invite WWG to the SJWCD March 10 Special Meeting for
113 further discussion.
114

115 **Discussion of Pagosa Area Water and Sanitation District Ballot Initiative**

116
117 Justin Ramsey, PAWSD District Manager, described the May 2022 election, changes in
118 PAWSD's regulatory requirements, and Resolution 2022-03. The resolution will ask
119 voters to de-TABOR PAWSD's funding through grants and will not raise taxes.
120

121 **Update on Water Year from CO District 29 Water Commission**

122
123 Joe Crabb, local Water Commissioner, reviewed his 2022 Winter Update and Diversion
124 Summary already distributed to Board. Archuleta's Snow Water Equivalent is at 93%
125 and the forecast storm this week should raise that number. The Transbasin and
126 Diversion Summaries and Lake Levels were included in Commissioner Crabb's report.
127

128 **Discussion of SJWCD Strategic Plan**

129
130 Directors considered reviewing the 2021 Strategic Plan, with consideration of ample
131 future funds in mind. Director Pfister asked that the Annual Review consider the hiring
132 of an Administrator/Manager and Executive Assistant as employees. Grant writing
133 would be in the list of duties assigned to the new employees. Directors will discuss their
134 review of the Strategic Plan at the March 10 Special Meeting.
135

136 Dry Gulch Development Ideas were presented by Director Hudson using a handout with
137 maps of the Headwaters/Dry Gulch property. Director Hudson's ideas included a
138 smaller reservoir, possible sale of property, and an affordable housing development.

Directors' discussion points included parameters of SJWCD's mission, the necessity to include PAWSD in discussion, obligations to CWCB, and the State Park idea. Attorney Kane reminded Directors that CWCB retained a Right of First Refusal applied to any proposed sale of the property.

Consideration of Hiring a Community Engagement Specialist

Directors considered hiring a Community Engagement Specialist and the results of the interviews of three applicants. Director Tedder reviewed his AIR form recommending hiring Project Resource Studio of Carbondale. Advantages of hiring PRS included their experience with other Western Slope municipalities and water entities, strategies to interview the five water groups and six SJWCD Board members, intentions to collaborate with local water experts and to reach SJWCD's goals with community understanding. Director Porco moved to hire PRS. Director Pfister seconded. Motion passed five votes to one. Director Hudson abstained.

Consideration of Final Revisions to Bylaws

Directors considered finalizing the revisions to SJWCD's. Director Pfister requested that Section 4.b. wording of "knowledge of water issues" be changed from "must" to "preferred to possess knowledge of water matters." Director Kane reminds Directors that the wording comes from the Water Conservancy Act. The change will be made. Director Hudson motioned and Director Porco seconded the adoption of revised bylaws (with the repair of a minor typo in Section 11). Unanimous approval.

Consideration of SJWCD Involvement in Gravel Pit Decisions

After reviewing Archuleta County's staffing report, the Board stated that Gravel Pit Decisions were outside the mission of SJWCD. No action was taken.

Consideration of Reappointment of Directors Hudson and Nossaman

Director Nossaman mailed her letter, asking to be reappointed to the SJWCD Board, to the Court. Director Hudson was reminded that he should do the same. The Board decided to take no action regarding the court's reappointment process.

Update on 2022 Water Congress and Water 22

Director Pfister attended the CO 2022 Water Congress. He learned of Governor Polis's Water22 and knowledge of the ample funds to be made available to water projects in Colorado. Director Pfister will provide the Board with his notes when compiled. CWCB will provide to the public recordings of the main sessions. Directors Tedder and Porco expressed an interest in attending the August 2022 conference in Steamboat Springs.

Consideration of Notice of Location of Meetings in 2022 – Resolution 2022 – 01

Director Nossaman moved to approve Resolution 2022-01. Director Hudson seconded.
Unanimous approval.

There being no further business to come before the Board, the meeting was adjourned
at 6:47 pm.

Respectfully submitted,

Sally High
Executive Assistant SJWCD
For the Board of Directors

RECORD OF PROCEEDINGS
SAN JUAN WATER CONSERVANCY DISTRICT
MARCH 10, 2022 SPECIAL MEETING

Attendance

A Special Meeting of San Juan Water Conservancy District was held, Thursday March 10, 2022, at 2 pm in person at the Pagosa Area Water and Sanitation District Board Room and on Zoom.

The following Directors were present: Al Pfister, Bill Hudson, Doug Secrist, and Joe Tedder. Also present was Sally High, Executive Assistant.

Attending by Zoom were: Directors Susan Nossaman and John Porco, Jeffrey Kane (Attorney), Terri House (Editor, Pagosa Springs Sun), James Dickoff, Josh Pike, Brenna Mefford, and Tori Rohwer. Keith Bruno joined later in the meeting.

Call to Order

The Special Meeting for the San Juan Water Conservancy District (SJWCD) was called to order by Chairman Al Pfister at 2:06 p.m.

Revisions to Agenda

The Board considered Revisions to Agenda. No revisions were requested.

Declaration of Conflicts of Interest

The Board considered Declarations of Conflict of Interest. Chairman Pfister states that he intends to recuse himself from consideration of the Geothermal Greenhouse Partnership's educational funding request. No further Conflicts of Interest were identified.

Public Comment

Chairman Pfister opened the meeting to public comment. No comments were offered.

Consideration of Watershed Enhancement Partnership Request to Revise the Budget

Mandy Eskelson's request was included in the Board Packet. All \$2,500 budgeted by San Juan Water Conservation District will go toward the Town of Pagosa Springs South Yamaguchi Park. Director Pfister moved and Director Porco seconded to move \$500 from the Gateway Project to the South Yamaguchi. Director Hudson objected to Director Pfister making the motion, citing a Conflict of Interest. Director Porco moved and Director Secrist seconded the motion to move all \$2,500 to be used at South Yamaguchi. Approval was unanimous.

45 **Consideration of Wilson Water Group Services**

46
47 Director Pfister and Director Secrist negotiated with Erin Wilson and Brenna Mefford to include
48 all services requested by San Juan Water Conservation District. The revised proposal was
49 included in the Board Packet. After discussion, Director Pfister moved to approve the proposed
50 Scope of Work and budgeted expense to SJWCD. Director Tedder seconded. Approval was
51 unanimous.

52
53 **Consideration of 2022 Strategic Plan Review**

54
55 Director Secrist explained that responsibility for management of Running Iron Ranch needed to
56 be added to the Strategic Plan. The status of 2021 West Fork water rights decisions needs to be
57 updated. Accomplishments, including Project Resource Studio work, Wilson Water Group, and
58 Watershed Enhancement Project need to be referenced for public understanding. Director
59 Hudson volunteered to write updates of the West Fork changes. Director Pfister agreed to
60 describe PRS community outreach and related work. Director Secrist will write a description
61 Running Iron Ranch management and potential State Park development. Conversation with
62 PAWSD will clarify expectations to manage Running Iron Ranch.

63
64 A suggestion was made that SJWCD hire a part-time employee(s) to provide information to
65 Board – possibly an administrator, program manager, grant writer. Directors discussed the pros
66 and cons of contracted workers as opposed to employees.

67
68 Further discussion of the Strategic Plan was postponed until a future agenda.

69
70 **Consideration of Director Hudson's Requests for Copies of Communications Between Other**
71 **Directors and the District's Legal Counsel**

72
73 Attorney Kane explained that Director Hudson had contacted him "a few times" to learn of
74 other Directors' communications with counsel. The attorney reminds the Board that he
75 represents the District, not Directors. Directors were reminded that they agreed to
76 communicate with the attorney through the Board President. Director Hudson states his
77 reticence to communicate with the attorney through Board President Pfister, because of
78 perceived conflict. Discussion ensued that included Directors' fiduciary duties, attorney's fees,
79 and appropriate Board procedures. A request was made that a future meeting include
80 discussion of an individual Director's conduct when in opposition to the Board, its approved
81 SJWCD projects, and Statutory Duties. Attorney Kane will provide Director Hudson requested
82 emails.

83
84 **Consideration of SJWCD Participation in Earth Day Activities**

85
86 Director Porco encouraged SJWCD to have a table/booth at the Earth Day activities on Saturday
87 April 23 from 10 am to 2 pm. No opposition was voiced. The tri-fold brochure will be updated.
88

Geothermal Greenhouse Board Member Keith Bruno requested that SJWCD sponsor the GGP's Environmental Film Festival and ongoing water education activities. The request was for \$250. An AIR form and letter from GGP, outlining benefits to SJWCD, was in the Board Packet. Director Tedder moved to transfer \$250 from Travel budget line to Education budget line. Director Secrist seconded. Approval was unanimous. Director Tedder moved to give the \$250 to GGP. Director Hudson seconded. Unanimous approval.

Consideration of Motion to Reappoint Director Nossaman

Director Nossaman's letter to the Court requesting reappointment was included in the Board Packet. Director Pfister moved. Director Secrist seconded. Director Hudson questioned the need for a Motion to be submitted to the Court. Attorney Kane explained that a Motion to the Court is recommended. Director Pfister will confirm the need for a Motion with the Court Clerk. Pending that confirmation, Director Pfister moved and Director Hudson seconded reappointment of Director Nossaman to the SJWCD Board. Motion passed unanimously.

There being no further business to come before the Board, the Special Meeting was adjourned at 3:47 pm.

The next Regular Meeting of the San Juan Water Conservancy District is scheduled for Monday, April 18, at 4 pm.

SAN JUAN WATER CONSERVANCY DISTRICT

By /s/ Sally High

For Board of Directors

DISTRICT SEAL



Quality, client-focused legal services in Southwest Colorado

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MEMORANDUM

To: Board of Directors, San Juan Water Conservancy District
From: Jeffrey Kane
Date: April 13, 2022
Re: Attorney Report for April 13, 2022 Director Meeting
Attachments: Copies of Emails with Directors in February and March, 2022 (**privileged**)
"Judge tells Douglas County school board majority to stop one-on-one meetings of district business," *Denver Post* (March 9, 2022)
"Order Re: Plaintiffs' Motion for a Preliminary Injunction," *Marshall v. Douglas County Board of Education*, 2022CV30071, District Ct. Douglas County (Mar. 9, 2022)
"How the Cortez school board ousted its superintendent," *Durango Herald*, (March 18, 2022)

A. BLM Treasure Pass Ditch Water Rights Cases -- 21CW3029 (Div. 7) and 21CW3014 (Div. 3)

There are a couple of items to report on concerning BLM's Treasure Pass Ditch water rights cases, but no action by the Directors is needed at this time.

In the Rio Grande River Basin case (i.e., Water Division 3), a status conference was held April 11, 2022. BLM's counsel indicated that about one-third of the opposers have submitted comments to the BLM about its proposed decree. At the request of the BLM, the Court will issue an order requiring all opposers to submit comments by May 26 and that BLM provide responses 45 days later, by July 10. The Division Engineer has not served a consultation report in that case, but Southwestern Water Conservation District has provided comments. Al is going to request a copy of those comments.

In the San Juan River Basin case (i.e., Water Division 7), a status conference will be held on April 15. I will report on it at Monday's meeting.

I will work with Al to coordinate with other opposers sharing SJWCD's interests as warranted and to prepare written comments on the proposed decrees for both cases in advance of the May 27 deadline.

B. Copies of Emails Between Legal Counsel and Directors in February and March

In response to Director Hudson's request and your authorization at the February meeting, with this memorandum I am providing a document with all emails between me and the District's directors in February and March, 2022.

These communications include attorney-client communications and work product and are, therefore, confidential unless the Board of Directors decides to waive those privileges as to all or some of the privileged material.

C. Open Meetings Law Disputes and Litigation in Douglas and Montezuma Counties

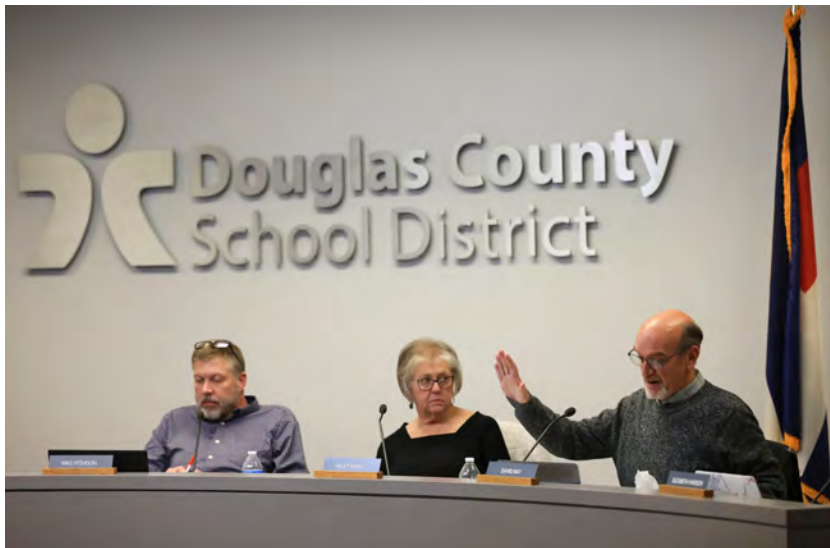
The requirements of the Colorado Open Meetings Law and its application to "daisy chain" meetings remain in the news. First, in the Douglas County Board of Education case, a District Court judge found it highly probable that the school board violated the OML by holding unnoticed daisy chain meetings to deliberate and decide to fire its superintendent. In the order enjoining that school board from continuing such practices, the court acknowledged that there is little Colorado law interpreting the relevant provisions of the OML, but analyzed cases from a number of other states with similar laws as persuasive for interpreting the OML.

Second, the Montezuma-Cortez Board of Education has been sued for allegedly engaging in a similar process of unnoticed daisy chain meetings in ousting its superintendent.

Press articles about both disputes and the District Court order are attached for your information.

Judge tells Douglas County school board majority to stop one-on-one meetings of district business

The preliminary injunction comes after lawsuit alleged the directors violated the Colorado's open-meeting law



Kevin Mohatt, Special to the Denver Post

Douglas County School Board Director, David Ray expresses frustration over the board's decision to terminate the superintendent's contract at a district meeting in Castle Rock, CO, February 4, 2022.

By **JESSICA SEAMAN** | jseaman@denverpost.com | The Denver Post

PUBLISHED: March 9, 2022 at 6:05 p.m. | UPDATED: March 9, 2022 at 6:08 p.m.

A judge on Wednesday ordered the four majority members of Douglas County School District's Board of Education to follow Colorado's open meetings laws, including prohibiting them from having one-on-one meetings to discuss district business privately.

The preliminary injunction, issued by Douglas County District Judge Jeffrey Holmes, comes after a Highlands Ranch resident filed a lawsuit against the school board members, [alleging they violated state statute by holding a series of one-on-one meetings](#) in late January to discuss replacing former Superintendent Corey Wise.

"Circumventing the statute by a series of private one-on-one meetings at which public business is discussed and/or decisions reached is a violation of the purpose of the statute, not just its spirit," Holmes wrote in his order.

Robert Marshall filed the lawsuit against the directors — Mike Peterson, Christy Williams, Becky Myers and Kaylee Winegar — after the board's [three minority directors claimed their colleagues violated the state's open meeting law](#) in their efforts to fire Wise.

Wise was told that if he did not resign "four members of the (Board of Education) had already collectively decided" to terminate his contract, according to the motion for a preliminary injunction.

[Wise was terminated without cause in a public meeting on Feb. 4,](#) a decision that drew protests by hundreds of the district's roughly 63,000 students. The board was divided in the decision, voting 4-3 to fire Wise two years before his contract expired.

“The evidence indicates that four members of the board collectively committed, outside of public meetings, to the termination of Wise’s employment,” Holmes wrote in the injunction. “The fact that no public comment was permitted at the February 4th meeting is additional evidence of the (four board members’) commitment to their course of action.”

The injunction does not nullify the board members’ decision to terminate Wise; that decision has not yet been decided by the court.

Paula Hans, a spokeswoman for the Douglas County School District, declined to comment. An attorney for the four board members targeted in the lawsuit did not immediately respond to messages seeking comment.

“I hope it will send a message that you have to follow the law, basically, and not try to circumvent it,” Marshall said.

Under the state’s open-meeting law, if at least three school board members meet to discuss public business, then the public and other board members must be notified and the meeting made public. This includes if it is a meeting in person, by phone, email or text.

During a hearing held last month, attorney Steve Zansberg argued that the four directors held a series of one-on-one phone calls to purposely not trigger the open-meeting law when deciding Wise’s future.

“It’s gratifying...that the judge understood that these types of efforts to evade the open records law can not be condoned,” Zansberg said Wednesday.

Jeff Roberts, executive director of the Colorado Freedom of Information Coalition, said Holmes’ decision is “potentially pretty important for the strength of Colorado’s open meeting law.”

“We haven’t had any rulings like this in Colorado before,” he said.

Popular in the Community

DISTRICT COURT, DOUGLAS COUNTY, COLORADO 4000 Justice Way Castle Rock, Colorado 80109 (720) 437-6200	DATE FILED: March 9, 2022 3:14 PM CASE NUMBER: 2022CV30071
Plaintiff: ROBERT C. MARSHALL, v. Defendants: DOUGLAS COUNTY BOARD OF EDUCATION; MICHAEL PETERSON, REBECCA MYERS, KAYLEE WINEGAR and CHRISTY WILLIAMS, in their official capacities as members thereof.	<div style="text-align: center;">▲ COURT USE ONLY ▲</div> Case Number: 2022CV30071 Division: 5
ORDER RE: PLAINTIFFS' MOTION FOR A PRELIMINARY INJUNCTION	

THIS MATTER came before the court on February 25, 2022 for a hearing on Plaintiff's *Motion for Preliminary Injunction Prohibiting Further Violations of the Colorado Open Meetings Law* (hereafter "Motion"). At the conclusion of the hearing the court took its ruling under advisement. Now having considered the testimony of the witnesses, the exhibits, the statements of counsel and the applicable law, the court finds and orders as follows:

STATEMENT OF THE CASE

Plaintiff Robert C. Marshall (hereafter "Marshall") is a resident of Douglas County, Colorado. Defendant Douglas County Board of Education (hereafter "BOE") is a local public body subject to the provisions of the Colorado Open Meetings Law, § 24-6-401, et seq. (hereafter "COML").¹ Michael Peterson (hereafter "Peterson"), Rebecca Myers (hereafter "Myers"), Kaylee Winegar (hereafter "Winegar") and Christy Williams (hereafter "Williams")(collectively "Individual Defendants") are four of the seven members of the BOE.

Marshall filed a Complaint² alleging the four Individual Defendants engaged in activity that violated the COML by discussing and deciding to terminate the employment of Corey Wise (hereafter "Wise"), superintendent of the Douglas County School District (hereafter "DCSD"), outside a public meeting of the BOE. The Complaint alleges three claims for relief: 1) Declaratory Relief for Past Violations of the Colorado Open Meetings Law; 2) Injunctive Relief

¹ The Open Meetings Law is part of the "Colorado Sunshine Act of 1972," § 24-6-101, et seq.

² The original complaint was superseded by a First Amended Verified Complaint.

Barring Further Violations of the Colorado Open Meetings Law; 3) A Declaration that the Decision to Terminate the Employment of Superintendent Wise is Null and Void.

Marshall also filed the Motion which is at issue here in which he requests a preliminary injunction prohibiting the Defendants from further violating the COML by engaging in discussion of public business by three or more members of the BOE through a series of gatherings by less than three members at a time.

LEGAL STANDARD

The declaration of policy which prefaces the COML provides:

It is declared to be a matter of state wide concern and the policy of this state that the formation of public policy is public business and may not be conducted in secret. § 24-6-401, C.R.S.

The COML goes on to state:

All meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken are declared to be public meetings open to the public at all times. §24-6-402(2)(b), C.R.S.

“Meetings” are defined as:

[A]ny kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication. § 24-6-402 (1)(b), C.R.S.

In discussing the purpose of the COML, the Colorado Court of Appeals has observed that it affords the public access to a broad range of meetings at which public business is considered; it gives citizens an expanded opportunity to become fully informed on issues of public importance; and it allows citizens to participate in the legislative decision-making process that affects their personal interests. *Walsenburg Sand & Gravel Co., Inc. v. City Council of Walsenburg*, 160 P.3d 297, 299 (Colo. App. 2007).

The COML has a broad enforcement provision and provides that, “Any person denied or threatened with denial of any of the rights that are conferred on the public by this part 4 has suffered an injury in fact and, therefore, has standing to challenge the violation of this part 4.” § 24-6-402(9)(a).

Preliminary injunctive relief is an extraordinary remedy designed to protect a plaintiff from irreparable injury and preserve the court’s power to render a meaningful decision following a trial on the merits. *Rathke v. MacFarlane*, 648 P.2d 648, 651 (Colo. 1982).

In order to obtain a preliminary injunction, the moving party must demonstrate: 1) a reasonable probability of success on the merits; 2) a danger of real, immediate, and irreparable injury which may be prevented by injunctive relief; 3) that there is no plain, speedy, and adequate remedy at law; 4) that granting a preliminary injunction will not disserve the public interest; 5) that the balance of equities favors the injunction; and 6) that the injunction will preserve the status quo pending a trial on the merits. *Id.* at pp. 653-54.

ANALYSIS

Reasonable Probability of Success

The first criteria for a preliminary injunction requires a plaintiff to establish a reasonable probability of success on the merits. Here the evidence demonstrates that, separately from a public meeting, the Individual Defendants engaged in discussions among themselves and reached agreement that Wise should not continue as the DCSD superintendent. Without notifying the three board members not named as Individual Defendants, Peterson and Williams then met with Wise and presented him with alternatives regarding his departure, either that he could do so voluntarily or he would be terminated. When he refused to leave voluntarily, he was terminated at a public meeting held on February 4, 2022. At that meeting, the four Individual Defendants voted in favor of discharge and the other three members of the BOE voted against it.

Marshall does not contend that three or more members of the board met at one time, discussed discharge, and reached an agreement to terminate Wise, but instead he argues that the four Individual Defendants engaged in these activities serially, two members at a time, in order to avoid the three member prohibition of § 24-6-402(2)(b). Defendants contend that because no more than two members at a time met and communicated about these issues, they complied with the law.

There is a lack of appellate decisions in Colorado regarding whether serial communications violate the COML. Other states, however, have addressed this issue. *In Right to Know Committee v. City Council, City and County of Honolulu*, 175 P.3d 111,122 (Hawaii App. 2007) the court held that when city council members engaged in a series of one-on-one conversations relating to an item of Council business, the spirit of the open meeting requirement was circumvented and the strong policy of having public bodies deliberate and decide business in view of the public is thwarted and frustrated.

Colorado's open meeting law is similar to that of Hawaii and, in support of its decision in *Right to Know Committee*, the Hawaii court cited a number of decisions from states with similar laws. *State ex rel. Cincinnati Post v. City of Cincinnati*, 76 Ohio. St. 3d 540, 544, 668 N.E.2d 903, 906 (1996)(The Ohio Sunshine law cannot be circumvented by scheduling back-to-back meetings which, taken together are attended by a majority of a public body.); *Booth Newspapers, Inc. v. Wyoming City Council*, 168 Mich. App. 459, 471, 425 N.W.2d 695, 700 (1988)(Open Meetings Act was violated where council members met privately in separate meetings because

total number of participating members constituted a quorum even though less than a quorum participated in each meeting.); *Del Papa v. Bd. of Regents of the University and Community College System of Nevada*, 114 Nev. 388, 400, 956 P.2d 770, 778 (1998)(holding that serial electronic communications used to deliberate toward a decision violated open meetings law and “if a quorum is present or is gathered by serial electronic communications, the body must deliberate and actually vote on the matter at a public meeting”); *Stockton Newspapers, Inc. v. Members of the Redev. Agency of Stockton*, 171 Cal. App. 3d 95, 98, 214 Cal. Rptr. 561, 562 (1985)(a series of telephone contacts constitutes a meeting within California’s public meeting law and “the concept of ‘meeting’ under the [California open meeting law] comprehends informal sessions at which a legislative body commits itself collectively to a particular future decision concerning the public business”); *Blackford v. Sch. Bd. of Orange County*, 375 So.2d 578, 580 (Fla. Dist. Ct. App. 1979)(holding that “the scheduling of six sessions of secret discussions, repetitive in content, in rapid-fire seriatim and of such obvious official portent, resulted in six de facto meetings by two or more members of the board at which official action was taken,” and “[a]s a consequence, the discussions were in contravention of the Sunshine Law”); *Sacramento Newspaper Guild v. Sacramento County Bd. of Supervisors*, 263 Cal. App. 2d 41, 50, 69 Cal. Rptr. 480, 487(1968)(“An informal conference or caucus permits crystallization of secret decisions to a point just short of ceremonial acceptance. There is rarely any purpose in a nonpublic pre-meeting conference except to conduct some part of the decisional process behind closed doors. Only by embracing the collective inquiry and discussion stages, as well as the ultimate step of official action, can an open meeting regulation frustrate these evasive devices”).³

These decisions are consistent with the position that Colorado has taken with regard to the conduct of public business. The COML declaration of policy provides that even “the *formulation* of public policy...may not be conducted in secret.” § 24-6-401(emphasis supplied). And, meetings regarding public business must be public not only when decisions are made, but also in situations where “public business is *discussed*.” § 24-6-402(2)(b)(emphasis supplied). Statutes such as the COML are to be interpreted most favorably to protect the ultimate beneficiary, the public. *Cole v. State*, 673 P.2d 345, 349 (Colo. 1983). Circumventing the

³ Plaintiff has provided the court with several other authorities in support of this position that the court finds instructive. *Harris v. City of Fort Smith*, 197 S.W.3d 461, 467 (Ark. 2004)(“an informal meeting subject to the [open meetings law] was held by way of” one-on-one meetings); *Wood v. Battle Ground Sch. Dist.*, 27 P.3d 1208, 1216 (Wash. Ct. App. 2001)(“the [Open Public Meetings Act] does not require the contemporaneous physical presence of the members to trigger its provisions” and concluding that a *prima facie* case of a meeting by e-mail was established when a quorum of school board members “exchanged mail (e-mail) messages about Board business”); *Handy v. Lane County*, 362 P.3d 867, 881 (Or. Ct. App. 2015), *aff’d in part on other grounds*, 385 P.3d 1016 (Or. 2016)(“the Public Meetings Law...contemplates something more than just a contemporaneous gathering of a quorum. A series of discussions may rise to the level of prohibited ‘deliberation’ or ‘decision’; the determinative factors are whether a sufficient number of officials are involved, what they discuss, and the purpose for which they discuss it—not the time, place and manner of their communications.”)

statute by a series of private one-on-one meetings at which public business is discussed and/or decisions reached is a violation of the purpose of the statute, not just its spirit.

The hiring and firing of a school district's superintendent is clearly a matter of public business. It is a subject that can generate strong feelings and it is a matter on which the public can expect to be fully informed. Discussion by members of the BOE, let alone ultimate decisions on this subject should be conducted at meetings open to the public. The evidence indicates that four members of the board collectively committed, outside of public meetings, to the termination of Wise's employment. That decision was then formalized at an official meeting on February 4th. The fact that no public comment was permitted at the February 4th meeting is additional evidence of the Individual Defendants' commitment to their course of action.

Marshall has shown a reasonable probability of success on the merits, namely that a series of private meetings took place between various combinations of the Individual Defendants and that they reached and communicated agreement regarding Wise's termination. Marshall has, therefore, met the first requirement for a preliminary injunction.

Danger of Real, Immediate and Irreparable Injury

The COML acknowledges that the denial or threatened denial of the rights conferred by it on the public constitutes an injury in fact. § 24-6-402(9)(a). As discussed above, Marshall has shown a reasonable probability of success on the merits and since even a threatened denial constitutes an injury, Marshall has met this criteria for a preliminary injunction.

No Plain, Speedy and Adequate Remedy at Law

Once again, the COML provides guidance on this requirement. Colorado courts have jurisdiction to issue injunctions "to enforce the purposes of this section upon the application by any citizen of this state." § 24-6-402(9)(b). A proceeding under this statute implicates the interests of the general public and not just the interests of the person bringing the action. Injunctive relief rather than money damages is the only practical remedy for a violation.

No Disservice to the Public Interest

The statute furthers transparency in the conduct of public decision making. The legislature has determined that the formation of public policy may not be conducted in secret, therefore, the granting of a preliminary injunction that requires discussion and decision making to occur at public meetings would not disserve the public interest.

The Balance of Equities Favors an Injunction

The Defendants suggest this criteria disfavors the requested injunction. They argue that the Board has a strong interest in conducting operations without ongoing judicial supervision and a preliminary injunction would hamper their ability to react quickly to changed circumstances.

The court has no interest in engaging in ongoing supervision of the BOE. The preliminary injunction requested here does not imply such supervision. The requested relief is that the board do what the statute requires. To the extent that statutory compliance results in an inability to react quickly to changed circumstances, that is not the fault of the injunction. Instead it is the natural outcome of a law that circumscribes governmental decision making and insures that decisions on public matters be made in the open and not behind closed doors. The BOE is the governing body of the DCSD, it is composed of seven members who have a responsibility to work together in the public business of providing educational services in Douglas County and to do so in a way that enables the public to view the process. For the reasons discussed above, the court finds that the equities favor the preliminary injunction.

Preservation of the Status Quo Pending a Trial on the Merits

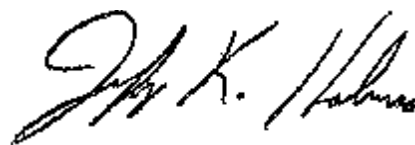
It is unclear whether there has been a past practice of conducting a series of one-on-one or two-on-one meetings that involved board members and the superintendent, followed by communicating the discussions to absent board members at similar meetings. The possibility of a “status quo” that involved an improper practice designed to circumvent the COML, however, does not argue against a preliminary injunction which is consistent with practices required by statute. The court finds that a preliminary injunction would preserve the status quo pending a trial on the merits.

CONCLUSION

The Court finds that the criteria for issuance of a preliminary injunction has been met. The Motion is GRANTED as set forth below.

The Defendants are enjoined from engaging in discussions of public business or taking formal action by three or more members of the BOE either as a group or through a series of meetings by less than three members at a time, except in public meetings open to the public. This order does not preclude the BOE from conducting executive sessions as permitted by statute.

DONE AND SIGNED this 9th day of March, 2022.

A handwritten signature in black ink, appearing to read "Jeff K. Holmes", is written over a horizontal line.

Jeffrey K. Holmes, District Court Judge



How the Cortez school board ousted superintendent



Board president initially acted alone; ‘daisy chain’ community says

By Kala Parkinson Journal staff writer

Friday, Mar 18, 2022 6:53 **Updated Friday, Mar. 18, 2022 9:42**

MCSD Board Meeting 1.18.22

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Pictured here, the Montezuma-Cortez School District RE-1 Board of Education prepared 18 meeting. In that executive session, Board President Sheri Noyes asked for former Superintendent's resignation. (YouTube screengrab)



Montezuma-Cortez Board of Education President Sheri Noyes acted alone in asking for my resignation, and the board's related electronic communications likely violated Colorado's Sunlight Freedom of Information Coalition.

School board emails and messages obtained through a Colorado Open Records Act paint a picture of a board that asked board members to be silent about the "logistics" of VanderWey's resignation, and in some cases asked members to vote on the terms of VanderWey's separation agreement. She asked board members

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Montezuma-Cortez superintendent VanderWey placed on leave



Risha VanderWey



The Journal learned about the school board's decision-making process through emails and messages it obtained through a Colorado Open Records Act request for all electronic communications exchanged among school board members and VanderWey.

The documents show that Noyes expedited VanderWey's resignation, asking the superintendent to resign during an executive session of the board.

The board announced publicly that it would enter the executive session for a superintendent evaluation. Colorado law prohibits public bodies from making decisions during executive sessions.

The board met behind closed doors for more than an hour before the public portion of the meeting. The board did not discuss VanderWey's resignation during the public portion of the meeting.

It was unclear whether the board reached a consensus to approve her resignation. At least one board member said he knew of no plan to resign.

The next day, VanderWey was given a written ultimatum letter from Noyes to VanderWey, if a separation agreement was not signed, the board planned to terminate her contract.

It was unclear who made the decision to give VanderWey the ultimatum.

VanderWey has not publicly addressed her leave from the school district.

However, Noyes made it clear in emails to board members that she was asking for (VanderWey's) resignation first," without consulting them.

"I do want to apologize for not bringing you all in to give you a chance to be heard before terminating her," Noyes said in emails to board members. "I asked for her resignation first, with out (sic) asking what you all thought. I said, I can only learn from my mistakes and or/quick decisions."



Sheri Noyes



January 19, 2022

Dr. Risha VanderWey,

I have received your request of a mutual separation with a payout until the end of your contract, which would have been June 30, 2023. I will refer you to Section 9 of your contract, which sets out the bases for early termination of the contract.

The Montezuma-Cortez Re-1 School Board will not agree to the terms you have requested this morning. However, we are prepared to offer a separation agreement including a severance payment equal to 45 days of compensation at your current daily rate, in exchange for your resignation effective January 20, 2022 and a full release of claims. January 20, 2022 was the date agreed on for your resignation during the evaluation meeting held January 18, 2022. We are willing to give some flexibility to this date.

The Montezuma-Cortez Re-1 School Board is prepared to move forward with termination of your employment contract if a separation agreement is not executed by January 21, 2022. Please let me know by the close of business today whether you intend to enter into a separation agreement, and we will provide that to you right away for your review.

Respectfully,

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On Jan. 21, VanderWey's resignation was official. Her resignation came six days after she received low marks on a performance evaluation, on Jan. 15. She had spent less than seven months on the job.

A news release Jan. 29 from Noyes attributed VanderWey's resignation to "philosophical differences."

Board Director Cody Wells disagreed with the board's Jan. 29 official statement.

In an instant message to Noyes, he attributed VanderWey's resignation to "a poor evaluation due to job performance and district liability" rather than "philosophical differences" between the board and VanderWey.

In an interview with *The Journal*, Wells declined to talk about his reference to "district liability."

Cumulative school board ratings of former Superintendent Risha VanderWey

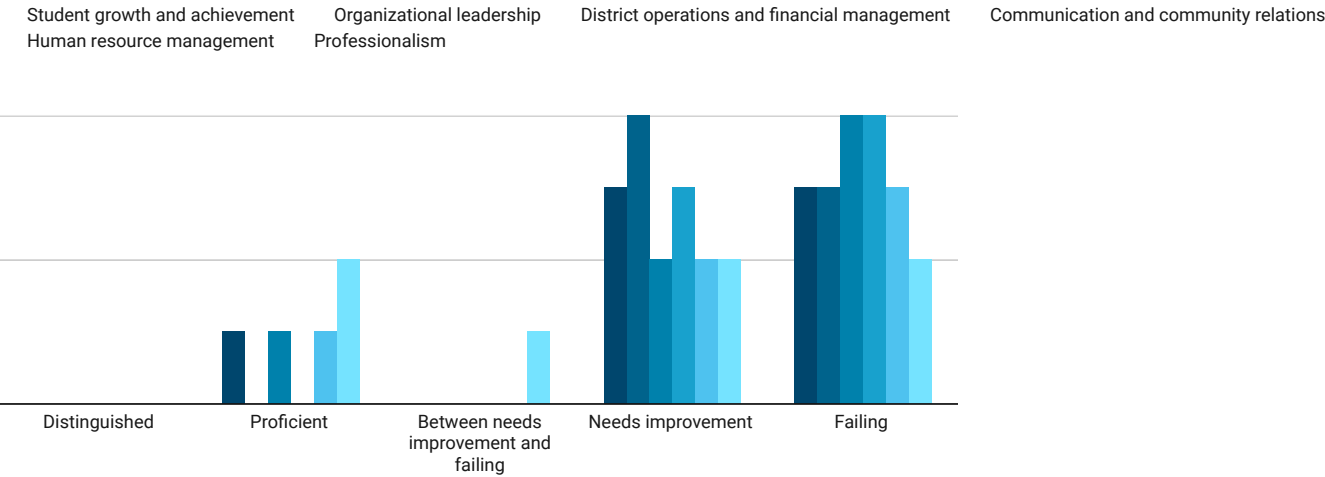


Chart: Kala Parkinson • Source: Montezuma-Cortez School District RE-1 • [Get the data](#) • Created with [Datawrapper](#)

Wells was the only board director to discuss the evaluations with *The Journal*. On March 9, Wells told *The Journal* he wanted to talk because he had mixed feelings about the Jan. 18 meeting.

He emphasized that he did not want to tarnish his relationship with other board members, but said he thought the Jan. 18 executive session was to be about VanderWey’s evaluations, and nothing else.

Noyes and board directors Sherri Wright, Stacey Hall, Jeanette Hart and Layne Frazier did not respond to requests for comment about VanderWey’s leave or their evaluations of her.

“I don’t see a need for any discussion concerning Dr. Vanderwey (sic),” Board Director Ed Rice said in an email to *The Journal*, adding that he was willing to discuss the district’s future plans.

Questions of legality

Jeff Roberts, executive director of the **Colorado Freedom of Information Coalition**, told *The Journal* he would be “surprised” if the Montezuma-Cortez School District had a policy providing one board member the power to ask for the superintendent’s resignation.

“It’s a board decision to hire and fire a superintendent,” Roberts said. “I just have never heard of a board president having that power on their own.”

Most decisions – especially one to give the superintendent an ultimatum to resign or be fired – should be made within the public eye, Roberts said.

The Colorado Open Records Act

The Colorado Open Meetings Law states: Members of boards and commissions risk violating the open meetings law when three or more (for a local public body) use email or text messaging to discuss public business, either in a single transmission or in succession. Such electronic conversations are inherently closed because there may be no way to provide advance notice and allow the public to “attend” and observe the meeting.

“Two members of a local board (unless two constitutes a quorum) may email each other about public business with no concerns. The messaging becomes a “public meeting” if one of those board members forwards the email to a third member.

The Colorado Open Records Act does allow a private email exchange among three or more board members that does not concern the “merits or substance” of public business, such as scheduling and availability, items for future, public agendas and responses to public inquiries.

VanderWey’s separation agreement with the district, signed Jan. 27, provided her a severance payment of \$54,597.70 and a release of claims for both parties. The agreement prohibits the board and VanderWey from discussing the separation agreement with a third party.

VanderWey had requested payment through the end of her contract, June 2023.

Noyes asked the board to vote about the terms of the agreement, and the wording of news releases about VanderWey, in what are known as “serial meetings,” “walking quorums” or “daisy chain” discussions. She sent all board members the same

Also problematic: Two members of a board texting or emailing each other during a public meeting about a matter being discussed in that meeting. Such discussions are supposed to occur in public. Elected officials may exchange emails about scheduling and their availability, and other emails that do not concern the “merits or substance” of pending legislation or public business, without worrying about violating the open meetings law. They may also forward information, pose a question “for later discussion by the public body” and respond to inquiries from individuals who are not members of the public body. “Merits or substance” is defined as “any discussion, debate, or exchange of ideas, either generally or specifically, related to the essence of any public policy proposition, specific proposal, or any other matter being considered by the governing entity.” C.R.S. § 24-6-402(2)(d) (III). An exception for Colorado Mountain College allows the board of trustees to make decisions electronically under certain circumstances because the trustees serve a large geographic area that is often difficult to travel in winter. C.R.S. § 23-71-119(2).

information – sometimes in one email or group text, sometimes in separate messages – and asked for individual replies by message, email or phone.

Amid COVID-19 outbreaks, the Montezuma-Cortez school board experienced backlash for suggesting the use of “daisy chain” votes to decide if it would close or suspend classes. The board decided to avoid the “daisy chain” vote because it lay in a “legal gray area,” then-President Wright said.

On Wednesday, a judge in Colorado clarified the issue, ordering the Douglas County school board to comply with the open meetings law and held that a series of one-on-one meetings violated the “spirit” and “purpose” of the statute, *The Denver Post* reported. In that case, four members of the board met privately one-on-one to discuss replacing former Superintendent Corey Wise, who was fired in February.

A Pagosa Springs attorney, Matthew Roane, filed a formal complaint with the Montezuma County District Court on Feb. 24 alleging that the Montezuma-Cortez school board violated Colorado’s open meetings law in a series of private meetings deciding on VanderWey’s paid administrative leave and separation agreement without notice to the public.

First Amendment and media attorney Steven Zansberg, who also serves as president of the Colorado Freedom of Information Coalition, represents the plaintiff in the lawsuit against the Douglas County school board, Robert Marshall.

“Certainly distributing the same email to every member of the board (discussing the public business of the board) by the board chair is unquestionably a violation of the open meetings law as a series of daisy chain communications,” Zansberg said.

Zansberg said Noyes’ request for individual responses is “pretty clear evidence of an intent to evade the law.”

“That’s not ambiguous, there’s not a gray area: It’s black and white,” Zansberg said.

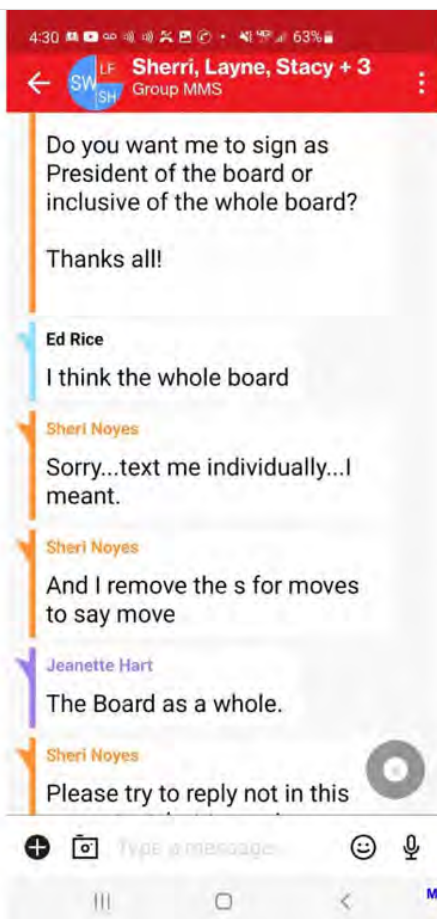
Under open meetings law, three or more board members may not meet to discuss public business unless the public is notified and given the opportunity to “observe that discussion in real time,” he said.

“It can be done in a series of communications, where three or more members are discussing public business by relaying information between them,” he said.

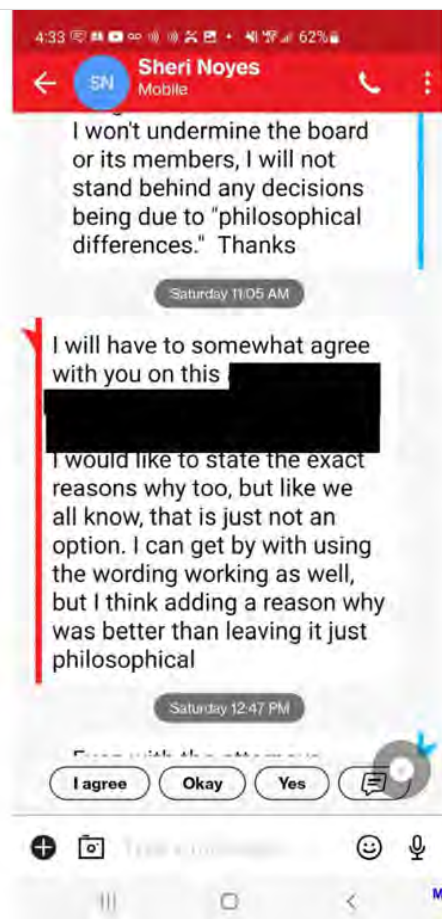
Zansberg reviewed some of the Montezuma-Cortez school board’s communications and said they are “definitive, irrefutable” proof of a violation.

Merely “adopting a position” or reaching any sort of decision in an executive session, even informal, is an infraction of the open meetings law, Zansberg said.

Further, Noyes would be in violation of the law even if she asked whether any board member disagreed with her decision, Zansberg said.



Montezuma-Cortez Board of Education Directors Jeanette Hart and Ed Rice cast their votes in a group chat available to all board members, messages obtained by *The Journal* show.



An excerpt of a conversation between Board Director Cody Wells and Board President Sheri Noyes, received by *The Journal* under a Colorado Open Records Act request.



Noyes' emails to residents who asked about the board's actions were ambiguous. In a response to a resident, Noyes said the board could not speak about VanderWey's leave because it was a "personnel matter" discussed in executive session.

"The reasons behind any decision or vote is (sic) actually supposed to be 'secret' due to the executive session laws," she said in another email.

And as speculation and unofficial word of VanderWey's leave circulated among Cortez residents and school employees, Noyes blamed a "breach of confidentiality."

"I will not break laws to put minds at ease when people feel they have a 'right' to certain information," Noyes wrote in an email to a parent.

In messages obtained by *The Journal*, Noyes contended that the district was "very transparent," while in other messages she urged the school board not to discuss VanderWey's leave with the public or reporters.

After VanderWey's resignation, the district received a "high volume" of Colorado Open Records Act requests, said Human Resources Director Cynthia Eldredge during a Feb. 8 board meeting.

The board created a formal document to field the requests, and a fee of \$33.58 per hour after the first hour of retrieving records. *The Journal* requested the board exchanges Feb. 1, and received the documents Feb. 15.

Residents wanted to know whether the board voted to remove VanderWey. In an email comment, Wright emphatically denied a vote was taken.

“I will tell you that it is illegal to take a vote in executive session, and THERE WAS NO VOTE TAKEN. When the board is released to answer SOME of these questions they will,” she wrote.

No board member responded to requests for comment on the board’s decision-making process about Risha VanderWey’s resignation and her separation agreement.

Noyes reminded board members not to reply within the group chat several times, noting that she wanted to “keep things legal.”

The Colorado Association of School Boards did not respond to a request for any state policy outlining protocol for terminating a superintendent’s contract.

Documents reveal ‘daisy chain’ vote

Instant messages between board members received by *The Journal* revealed that the Montezuma-Cortez board did vote through an electronic chat about VanderWey’s separation agreement. Some comments surrounding the vote were redacted.

When considering the separation agreement, the board voted 4-3 to remove conditions about nondisparagement and voted 6-1 to deny VanderWey a monetary payout of her insurance premium through June. The removal of the nondisparagement clause would “allow us to respond to any negative or incorrect information that might be out there” Noyes wrote in a group message.

The insurance payout was \$4,868.50.

In a message to Noyes, Wells said that \$5,000 was a “small price to pay” to “minimize slanderous language” from VanderWey.

The documents revealed one-on-one conversations between Noyes and Wells and Noyes and Frazier. Wells required additional discussion.

Messages between Wells and Noyes:

(Messages are quoted exactly as they appear over the course of a few days, minus redactions)

Sheri Noyes to Cody Wells: Hi Cody, not sure if you got the reminder email but I just wanted to text you and remind you that the superintendent evaluation is due today. If you can’t make that happen just let Cynthia in HR know. Thanks!

Noyes to Cody Wells: (Redaction)

Wells to Noyes: Okay, thanks

Noyes to Wells: (Redaction)

Noyes to Wells: FYI Risha has been put on paid administrative leave things are in order at the admin office please do not discuss any logistics with the public or reporters.

Wells to Noyes: I would be fine with paying out the benefits if we keep the verbiage. Absolutely keep the nondisparagement paragraph.

Noyes to Wells: I just sent a new text. She still can not sue us and it gives us the opportunity to reply to any misinformation that may arise from her. I feel they want this out because she has already crossed the lines. Not trying to change your mind just a little more info for you. Please reach out with your final thoughts/concerns.

Wells to Noyes: I’d easily pay \$5,000 to minimize slanderous language. Small price to pay. That’s my stance. I don’t even care that it’s vague. Let it be vague. That would just keep her on her toes with what she says.

Wells disagreed with the wording of the Jan. 29 letter that stated VanderWey and the board had “philosophical differences.” Wells argued it was not “truthfully why she’s resigning.”

“I truly believe that these decisions need to be performance based and not political,” Wells wrote to Noyes.

In her response, Noyes wrote that stating “the exact reasons why” VanderWey was resigning was “just not an option.” She added that the majority of the board supported her phrasing.

The emails and messages did not reveal the “exact reasons” for VanderWey’s resignation or why they have remained secret. A message indicated there was a “district liability.”

“I can only speak for myself, but there were no personal issues that let (sic) to Dr. VanderWey’s paid Administrative Leave,” Noyes said in an email to a parent.

Noyes responded to one resident that none of her decisions were fueled by personal politics.

In his conversation with *The Journal*, Wells said that while he likely would disagree with VanderWey on some political topics, they never discussed it.

Noyes to Wells: Ok leave the verbiage but the 5000 is for to pay her cash equivalent to her insurance premium. Do you want to do that or would you rather not? So it's two part situation.

Wells to Noyes: That's exactly right. I very much believe that would be in the districts best interest. We'll already be putting out fires for this and I think it would go a long ways if we're not fighting her as well. That's where I'm at.

Noyes to Wells: Ok text isn't reading well. 1. You are for leaving the verbiage in. 2. Do you also want to pay her the \$5000ish extra for her insurance premium equivalent?

Wells to Noyes: Would you send me the agreement?

Noyes to Wells: I do not have it yet. I will as soon as I do.

Wells to Noyes: I don't care much for the philosophical differences portion. I think that just gives peoples minds leeway to believe that we're all far right wing and that we only got rid of her because of political differences. The reality is that we gave her a poor evaluation due to job performance and district liability. Now I understand that we can't just say all of that so my suggestion is that we say something to the effect of "This is a direct result of the superintendent Evaluations and the board as a whole believes that this is truly in the best interest of our entire district. We thank our entire community for their patience because confidentiality and legalities need to be adhered to throughout this entire process."

Wells to Noyes: 3rd option for me. Thanks

Noyes to Wells: Thanks Cody.

Wells to Noyes: I seen a couple of spelling errors so just make sure things are reviewed and difficult was meant to be direct

Noyes to Wells: Oh Ok. I will make sure. I am also having them review by the lawyer.

Wells to Noyes: Perfect. I assumed but we all know how that goes.

Wells to Noyes: FYI (I hate to be a pain here) but I can not get behind philosophical differences being the reason for resignation termination or administrative leave. That's not where my hearts at, that's not truthfully why she's resigning and I don't think that's an ethical reason for a poor evaluation. I truly believe that these decisions need to be performance based and not political. I've said my peace so decide how you believe is right but know that while I won't undermine the board or its members, I will not stand behind any decisions being due to 'philosophical differences.

Noyes to Wells: I will have to somewhat agree with you on this (redaction). I would like to state the exact reasons why too, but like we all know, that is just not an option. I can get by with using the wording working as well, but I think adding a reason why was better than leaving it just philosophical

Wells to Noyes: (Redaction) I am firm on option 3. I stand by my evaluation and would rather give a truthful statement even anticipating the many challenges we would have to overcome. I still cannot support philosophical differences being the cause for resignation. Also, because we removed the verbiage around nondisparagement, she is just going to tell everyone that our statement is untrue and that is not why she resigned.

Wells was the only board member who had not registered to vote with a specific political party, according to 2021 voting records. The other members were Republicans. VanderWey was a Democrat.

VanderWey joined the school district amid sweeping change, including new administrative staff members, a transition to a four-day week and conversations about consolidating schools, COVID-19 and critical race theory.



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BY THE PENNY HOARDER

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Months before VanderWey's arrival, school board member Lance McDaniel was ousted by a 2-1 recall vote after complaints about his comments on social media.

VanderWey sometimes disagreed with the board's majority opinion on topics such as school closures and masking. She instigated school closures because of workforce shortages and COVID-19 cases in October, drawing mixed reactions from the community and board.

School board meetings became increasingly turbulent as attendance increased and public comment filled the one-hour limit.

Disagreements about hot-button, politically colored conversations led board members Jack Schuenemeyer, a Democrat, and Chris Flaherty, unaffiliated, to resign in September.

Five of the six open school board positions were uncontested in the November election. Rice replaced incumbent Tammy Hooten. Frazier and Hart also were new to the board. Former Assistant Superintendent Lis Richard went on disability leave in January.

Tom Burris was selected as interim superintendent while the district searched for VanderWey's replacement.

Wells' conversation with *The Journal*

For board member Wells, the outcome of the executive session was a surprise.

"I believed going into that (Jan. 18) meeting that it was the evaluation only," Wells told *The Journal*, adding that he had no knowledge about a decision to ask for VanderWey's resignation. He said it "blew" his mind.

"I personally would have thought if there was going to be any kind of action, that should have been another meeting," he said. "I think back sometimes. Could I have navigated things better? I don't know. But that's been hard for me. That's been on my mind a lot."

He said he has a good working relationship with the board and didn't want to "throw anyone under the bus."

Noyes to Wells: I can absolutely respect this, however, this was what the majority leaned toward. I know we will get push back no matter how it is stated and what words are used. It can be used in this sense: having a calm attitude toward a difficult or unpleasant situation. Which to a degree I believe it was as such, but I also see where you are coming from.

He spoke instead about VanderWey and his evaluation, which he said was “very fair” yet “very critical.”

“I met with her every week. I got along with her. I liked her. And so when it came time to have that meeting, it was a very tough thing for me,” he said. “I believe she truly cared about the students. ... And I think she did a very good job.”

Wells said he has been approached by people with negative comments about the district. It’s an “unfair overview,” he said.

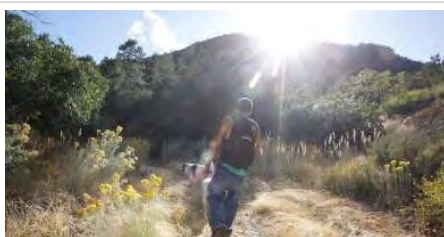
“There’s a lot going on with our district right now, and I think it’s very easy to look at kind of a lot of negative things,” Wells said. “But there’s a lot of really good things we have coming up with our district. I think we have the right people in the right places. Give it a little bit of time, and I think we’ll have a district that we can be very proud of. I advocate for that. I believe it.”

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Bayfield man suspected of dragging dog behind car is a no-show in court

Apr 13, 2022



La Plata County agrees to buy four properties for managed camp

Apr 13, 2022



Cattlemen's Association says industry needs active support to remain strong

Apr 12, 2022

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THE D^URANGO HERALD

**INDEPENDENT CONTRACTOR AGREEMENT PR STUDIO AND SAN JUAN WATER
CONSERVANCY DISTRICT**

THIS AGREEMENT is made and is effective this 4th day of March, 2022 between San Juan Water Conservancy District, a political subdivision of the State of Colorado organized pursuant to C.R.S. § 37-45-101 et seq. (hereinafter the "District") and PR Studio, LLC, a Colorado limited liability company (hereinafter the "Independent Contractor"). The District and the Independent Contractor may also hereinafter be referred to in this Agreement, either singularly or together, as the "Parties," "we," "our," or "us," or individually as a "Party."

RECITALS

The District desires to engage a qualified contractor for consulting services to assist the Board of Directors in community education and engagement through development of a strategy for community education and communication on water issues that impact our region and also promotes the ability of the District to achieve all stated goals identified in our 2021 Strategic Plan.

The Independent Contractor has unique qualifications and experience to provide such services as a professional contractor.

The District and the Independent Contractor both desire that the Independent Contractor have full access to meet and speak frankly with any member of the District's Board of Directors, its support services agents or staff, its contractors, and its legal counsel, including in executive session, and to be able to hold all information so learned in confidence and subject to the deliberative process privilege, attorney client privilege, and any other applicable privilege doctrine where permitted by law.

The Parties desire to use this Agreement to specify (1) the work the District shall offer the Independent Contractor, (2) how the Independent Contractor will be compensated for any work it accepts from the District, and (3) to define other terms of the relationship between the District and the Independent Contractor.

NOW, THEREFORE, in consideration of the Parties' rights and obligations set out below, the Parties agree as follows:

1. Applicability. This Agreement will apply to all services provided by Independent Contractor until terminated by either party or superseded by the terms of a future contract.

2. Independent Contractor's Duties. The Independent Contractor will develop via interviews with the District's directors and representatives of five selected water partners a consistent message(s) that addresses water issues for the Pagosa Springs/Archuleta County region. The Independent Contractor will then develop a community education and communication program plan to engage the community using the developed message(s) as the foundation. This outreach plan will include proposals on how to use existing water information materials, how to incorporate work product from local water experts, and options for local branding on water issues. Notwithstanding anything to the contrary contained herein, the Independent Contractor hereby acknowledges and agrees that any work product which results from the performance of the services by the Independent Contractor for the District hereunder this Agreement shall be and remain the property of the District. Independent Contractor hereby agrees to promptly share with the District any and all communications, either written or oral, that the Independent Contractor has with any third parties which are associated with the performance of the Independent Contractor's services for the District hereunder. Independent Contractor will comply, at its own expense, with the

provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Independent Contractor as an employer.

San Juan Fee Proposal		Hourly			
	\$	185.00			
Public Engagement Services - Estimated Hours		March	April	May	June
Task 1	\$	725.00			
Task 2	\$	1,665.00			
Task 3			\$ 2,590.00		
Task 4				\$ 2,590.00	
Task 5					\$1,480.00
Consultant	\$	950.00			
Total PRS	\$	10,000.00			
Total Fee	\$	10,000.00			

3. District's Duties. The District will provide timely responses to Independent Contractor's reasonable requests for information. In the event Independent Contractor, at the District's request, uses or relies upon any patented or copyrighted materials, drawings, specifications, methods, or systems that were prepared by a third party, District will obtain any permissions or releases necessary to allow for Independent Contractor's use of the same. All work effort direction provided to the Independent Contractor shall be conducted through the District President, or designee.

4. Compensation. For all services the Independent Contractor performs for the District under this Agreement, the District will pay the Independent Contractor compensation as specified in this paragraph (the "Independent Contractor's Compensation"): The Independent Contractor hereby agrees to provide the District with a detailed breakdown of all services it performs for the District and for which it is seeking payment for hereunder.

The Independent Contractor will be compensated after the Task Completion:

- **Task 1:**
 - Welcome Letter
 - Internal Meetings with each member of the District's Board with standardized questions – Virtual
 - Assess local water issues
 - Assess messaging of said issues to the community
 - Establish Work Plan
 - Establish Work Group
 - Stakeholder List and Contacts (*we will need help with this*)
- **Task 2:**
 - Stakeholder Interviews and Information Gathering
 - 4-5 virtual or phone meetings
 - Assess local water issues
 - Assess messaging of said issues to the community
 - Working Group Meeting
 - Develop consensus on water issue messaging
- **Task 3:**
 - Outreach Workshop (in-person or zoom)
- **Task 4:**
 - Outreach Plan Development
 - Working Group Review of Plan
 - Final Outreach and Marketing Plan
- **Task 5:**
 - Virtual Stakeholder Meeting
 - Branding and Logo Concepts

5. Retainer: No retainer is required.

6. Reimbursables and Direct Costs.

A. As part of Independent Contractor's Compensation, the District will promptly reimburse all of Independent Contractor's expenses and direct costs incurred in performing its services hereunder, including, without limitation, consultant fees and expenses. Notwithstanding the foregoing, the Independent Contractor hereby agrees to provide the District with a detailed accounting for all expenses and/or direct costs for which it is seeking reimbursement for under this Agreement. The

Independent Contractor also agrees to obtain the District's prior approval before incurring any expenses greater than \$500.

B. Contractor shall submit invoices to the District's President (apfister.sjwcd@gmail.com) and Treasurer (sanjwcd@gmail.com). Such invoices shall state a description of each specific service performed.

7. Independent Contractor Status. The parties agree that Independent Contractor is an independent contractor as defined under Colorado and Federal law and is not an agent, employee, or servant of the District. Independent Contractor will not be required to work exclusively for the District, receive a salary, or otherwise be subjected to action or conduct that may jeopardize Independent Contractor's status as an independent contractor. Independent Contractor does not have the authority to act for the District, or to bind the District in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the District. Independent Contractor has and hereby retains control of and supervision over the performance of its obligations hereunder and control over any persons employed by it for performing the Services hereunder.

8. Indemnification. District is responsible for providing Independent Contractor with accurate information and full advanced written disclosure of any restrictions on Independent Contractor's use of information, including any information related to the ownership or attribution of any information protected by copyright, trademark, or similar intellectual property laws. District and Independent Contractor each agrees to indemnify, defend, and hold harmless the other party from and against all losses, costs, damages, claims, lawsuits, or causes of action that arise out of the indemnifying party's breach of this agreement or its negligence or willful misconduct, including reimbursement of all costs and reasonable attorney's fees incurred in defending such claims, lawsuits or causes of action. Independent Contractor understands and acknowledges that the District is subject to the protections and limitations of the Colorado Governmental Immunity Act, C.R.S. § 24- 10-101 et seq., but that Independent Contractor is not.

9. Intellectual Property. District and the Independent Contractor agree that all intellectual property rights and interests (including copyright) in any ideas or materials created during the performance of the services shall vest in the District and that the same shall be considered a "Work Made for Hire" within the meaning of the copyright laws of the United States. Independent Contractor agrees to District's use of such creations.

10. Confidentiality of Information.

- a. Independent Contractor may receive from District certain information relating to the mission and operations of District. Such information is referred to herein as "Confidential Information" and may include but is not limited to corporate books, financial statements, projections, policies, assets, liabilities, processes, procedures, designs, vendor information, constituent lists, legal advice, and other information that may be sensitive. Subject to the terms and limitations of this Agreement and the limitations imposed by applicable law, all Confidential Information is acknowledged to be confidential and protected by District in the sole discretion of its Board of Directors.
- b. Independent Contractor will use every reasonable effort to keep Confidential Information secret and confidential and not to disclose it to third parties unless disclosure is required by law or authorized by the District Board of Directors. Confidential Information may be provided to agents and representatives of District, including District's attorneys, accountants, and other agents or Independent Contractors, provided that Contractor takes

appropriate steps to cause such parties to continue to respect the confidentiality of the Confidential Information and the restrictions imposed by this Agreement.

- c. The Confidential Information shall be used by Independent Contractor only in connection with the performance of the Services.
- d. Notwithstanding the foregoing, any information that meets any of the following criteria shall not be deemed to be Confidential Information:
 - Information that must be disclosed pursuant to Colorado's Open Meetings Law, the Colorado Open Records Act, or any other applicable law.
 - Information and data that, at the time of disclosure, is already available to the public on an unrestricted basis.
 - Information and data that, after disclosure, is published or otherwise becomes available to the public through no fault of Independent Contractor.
- e. Independent Contractor agrees that any unauthorized disclosure of Confidential Information could cause immediate and irreparable harm to District. Independent Contractor therefore agrees that upon the existence of any breach or threatened breach of the terms of this section, District may immediately obtain a temporary restraining order or other form of equitable relief from a court of competent jurisdiction.
- f. Upon request by District, Contractor shall return all materials provided to Independent Contractor by or on behalf of District and any notes, documents, copies, or other materials prepared by Independent Contractor with respect to such Confidential Information.

11. Assignment. Neither Party shall assign their interests in this Agreement without the written consent of the other. Any assignment of this Agreement without the other Party's written consent shall be void and shall be grounds for termination of the Agreement.

12. Termination. Either Party may terminate this Agreement at any time by delivering written notice to the other Party. This Agreement shall terminate upon written notice to the other party that the services contemplated herein have been completed. Termination shall become effective immediately upon receipt of the termination or completion notice by the other party. Upon termination, neither Party shall have further obligation to the other beyond District's obligation to pay Independent Contractor's Compensation that has been authorized and earned through the date of termination.

13. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the present or future laws in effect during the term of this Agreement, such provisions shall be fully severable. In lieu thereof, there shall be added a provision of similar terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid and enforceable.

14. Amendment. This Agreement may be amended only by a written instrument signed by both Parties.

15. Authorization. By executing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each Party have been duly authorized to do so.

16. Interpretation. This Agreement shall in all respects be given a fair and reasonable construction and shall not be construed against the drafting Party under any applicable law because the Parties acknowledge this Agreement is their joint product.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

18. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Parties hereto.

19. Governing Law. This contract shall be governed by the laws of the State of Colorado. Any legal action related to this contract shall be brought in Archuleta County, Colorado. In the event of litigation, the prevailing party shall be awarded its court costs and reasonable attorneys' fees.

20. Facsimile and Electronic Signatures. Any party transmitting its signature by facsimile, portable document format (".pdf"), or other electronic means that provide a clear copy of the document and signature, shall be deemed to have accepted and adopted such electronic signature as such party's original signature and that same is sufficient to bind such party to this Agreement as if such party's original handwritten signature is attached hereto.

21. Notice. Any notice by either party to the other shall be addressed to the Party at the address set forth below, in writing, and shall be deemed received three (3) days after placement in the U.S. Mail, certified and return receipt requested, one (1) business day after deposit with a reputable overnight courier, or by email if the recipient acknowledges receipt in writing (including by reply email).

IN WITNESS OF THE ABOVE AGREEMENTS, the District and the Independent Contractor have executed this Agreement as of the date first written above.

"DISTRICT"

Allan R. Pfister

Name: Allan R. Pfister

Title: President

Address: 46 Eaton Dr, Suite 5

Payson Springs, CO. 81147
Email: apfister.sjwed@gmail.com

"INDEPENDENT CONTRACTOR"

PR STUDIO, LLC.



3/4/22

By: Glenna Kathleen Wanatowicz, Principal

Address: P.O. Box 1523 Carbondale, CO 81623

Email: kathleen@prstudioco.com

San Juan Water Conservancy District Expenses by Vendor Summary

January through March 2022
~~Jan - Mar 22~~

Bean & Tirico LLC	1,000.00
CEGR Law	292.50
Century Link	122.30
CO Special Dist Property & Liability Pool	1,557.00
Collins Cockrel & Cole	70.50
Dolores Water Conservancy District	1,000.00
Durango Herald	112.74
Montrose Daily	112.00
Office Depot	94.05
Pagosa Springs Chamber of Commerce	160.00
Pagosa Springs Sun	182.66
Southwest Water and Property Law LLC	3,021.00
Telluride News	137.00
Vida Verde LLC	2,760.00
Water Educ Colo	307.50
Water Information Program	2,500.00
Zoom	32.04
TOTAL	<u><u>13,461.29</u></u>

San Juan Water Conservancy District
Profit & Loss

January through March 2022

Jan - Mar 22

Income

1003300 · Revenue

1003381 · General Property Taxes	45,324.49
1003382 · Specific Ownership	2,834.08
1003383 · Current Tax Interest	2.31
1003384 · Delinquent Tax Interest	0.42
1003385 · Delinquent Tax	3.79
1003387 · Other (e.g.CoTrust, abatements)	36.70

Total 1003300 · Revenue	48,201.79
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Total Income

48,201.79

Gross Profit

48,201.79

Expense

1031000 · Capital Expenditures

1031006 · Water Rights Defense	1,379.00
1031009 · Water Rights Applications	27.00

Total 1031000 · Capital Expenditures	1,406.00
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1041200 · Expensed Capital Expenditures

1041223 · Cloud Seeding	1,000.00
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Total 1041200 · Expensed Capital Expenditures	1,000.00
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1090000 · Expenditures

1090080 · Board Expense	851.90
1090110 · Insurance	1,557.00
1090160 · Office Supplies	126.09
1090161 · Office Lease	1,000.00
1090162 · Legal-District Gen	1,978.00
1090231 · Support Services (Acct used to be called "Administration")	2,760.00
1090232 · Telephone/Internet	122.30
1090410 · Dues	514.69
1090439 · Training	625.00
1090440 · Travel	694.30
1090442 · Water Information Program	2,500.00
1090443 · Water Education (Acct used to be called 'Consulting')	250.00
1090460 · Treasurer's Fees	1,359.73
1090461 · Abatements	2.66

Total 1090000 · Expenditures	14,341.67
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Total Expense

16,747.67

Net Income

31,454.12

Board Agenda Item Report							
	To	Action	Signature, Date		To	Action	Signature, Date
1	Board	Review		6			
2	Bill Hudson	Update		7			
3				8			
4				9			
5				10			
Name of Action Official Al Pfister			Priority High Medium Low None <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Phone 970-985-5764		Presentation Date 12/13/21
Subject Mitigation Plan for Running Iron Ranch							Approval Req Date

Summary:

The Weber lease runs out in 2023. (On Jan. 1?) At the joint work session, the PAWSD Board indicated little interest in extending the lease.

Is the SJWCD Board clear about what mitigation is required on the property, according to the 2008 leases? We have heard verbal reports from Justin, at a recent work session, that the Webers were willing to tear down the old buildings on the property, but are not willing to remove the waste, if we renewed the lease. We must assume that they're not willing to tear down the buildings if the lease is not renewed. Who, then, is responsible for removing those old buildings?

What guarantees do PAWSD and SJWCD have that the required mitigation will be carried out to the districts' satisfaction?

The State has oversight, concerning the reclamation required on the gravel mining site, and we assume the Webers will seek the appropriate inspections by the State once the reclamation is complete. We might also assume that the mining reclamation SHOULD already be underway, if the Weber expect to complete it by the start of 2023.

Is mining reclamation underway? Are there other damaged areas on the property that we expect the Webers to repair?

Do the districts have any intention of re-opening the gravel mines in the future? How would that play out?

Should PAWSD and SJWCD form a joint subcommittee to address these questions? Soon?

POSSIBLE BOARD ACTION:

1. Approach the PAWSD board with a proposal to form a subcommittee.
2. Task our Executive Assistant with the job of researching these questions.
3. Form an SJWCD subcommittee with the job of researching these questions.

PAGOSA AREA WATER AND SANITATION DISTRICT

INTERGOVERNMENTAL AGREEMENT CONCERNING THE SAN JUAN HEADWATERS (AKA DRY GULCH) PROJECT BETWEEN THE PAGOSA AREA WATER AND SANITATION DISTRICT AND THE SAN JUAN WATER CONSERVANCY DISTRICT

This Intergovernmental Agreement (“Agreement”) is executed this **XX** day of February, 2020, by the **PAGOSA AREA WATER AND SANITATION DISTRICT** (“PAWSD”) a quasi-municipal corporation and political subdivision of the State of Colorado and the **SAN JUAN WATER CONSERVANCY DISTRICT** (“SJWCD”), an agency of the State of Colorado and a public corporation (PAWSD and SJWCD being singularly referred to as “Party” and jointly referred to as “Parties”).

WHEREAS, PAWSD is organized and operated pursuant to Title 32, Colorado Revised Statutes (CRS); to provide water supply and distribution services within or without the jurisdictional boundaries of the District, which boundaries are located within Archuleta County, Colorado; and

WHEREAS, the SJWCD is a water conservancy district, an agency of the State of Colorado and a public corporation operating pursuant to the provisions of Article 45 of Title 37, CRS; and

WHEREAS, the PAWSD board of Directors and the SJWCD Board of Directors previously determined the need for the Dry Gulch Reservoir and the Dry gulch Pumping Station (the “Dry Gulch Project”) to provide water storage and a source of reliable water supply; and

WHEREAS, both PAWSD and the SJWCD have entered into an agreement to restructure the Colorado Water Conservation Board (CWCBC) Dry Gulch Reservoir Loan Contract Number C150261 on July 22, 2015 (referred to herein as the “CWCBC Agreement”).

WHEREAS, both PAWSD and the SJWCD desire to enter into this Agreement to reflect the new understanding and other understandings between the PAWSD and SJWCD that have changed to meet the new CWCBC Agreement ; and

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. The SJWCD shall meet the requirements of the CWCBC Agreement by:
 - a. Leading the long term management of the Dry Gulch Project;
 - b. Develop additional Dry Gulch Project stake holders;
 - c. Use its best efforts to pursue additional land necessary for the Dry Gulch Project with written approval from the CWCBC and PAWSD;
 - d. Take the lead on future water court proceedings in relation to the Dry Gulch Project.

2. The PAWSD shall meet the requirements of the CWCB Agreement by:
 - a. The Dry Gulch Project shall be the preferred option for long term water planning;
 - b. All future water demands will first be met with Dry Gulch Project water;
 - c. Will not convey West Fork water to PAWSD District 1 ditches, pipelines or reservoirs.
 - d. File joint applications with the Water SJWCD for finding of reasonable diligence when required by the Water Court.
 - e. No less than 50% of annual payment savings from the principal and interest rate reductions from the new CWCB Agreement will be used on water loss efforts on the PAWSD distribution system.
 - f. Report annual water loss efforts to the CWCB by September 1st.
3. The Parties mutually agree that leasing portions or all of the Dry Gulch Project property to a single or multiple entities for, but not limited to, grazing, gravel mining, hay development and/or recreational, benefits the Dry Gulch Project.
 - a. PAWSD will consult with the SJWCD on any lease agreement.
 - b. Any lease agreement shall be between PAWSD (lessor) and the lessee.
 - c. Any lease agreement shall include a clause to cancel the lease to assure the lease does not interfere with the construction of the Dam.
 - d. Any funds received from leasing activities shall be put towards the Dry Gulch Project debt repayment.
4. PAWSD at its sole discretion may sell the Dry Gulch Project Property during or after the planning period and will be solely responsible for costs associated with the sale in compliance with the CWCB Agreement.
5. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms perpetuity. Either Party may terminate this Agreement upon on-hundred-eighty (180) days written notice to the other Party for any reason or no reason.
6. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the Parties current legal addresses.
7. This Agreement may be amended only by written document signed by the Parties.
8. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby. .

9. The waiver by either party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent reach of the same or other term, covenant, or condition.
10. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.
11. The Parties of this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
12. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.
13. This Agreement shall be enforced as effective on the last signature date of this Agreement.

Jim Smith, PAWSD President

(SEAL)

Attest:

Gordon McIver, PAWSD Secretary

John Porco, SJWCD President

(SEAL)

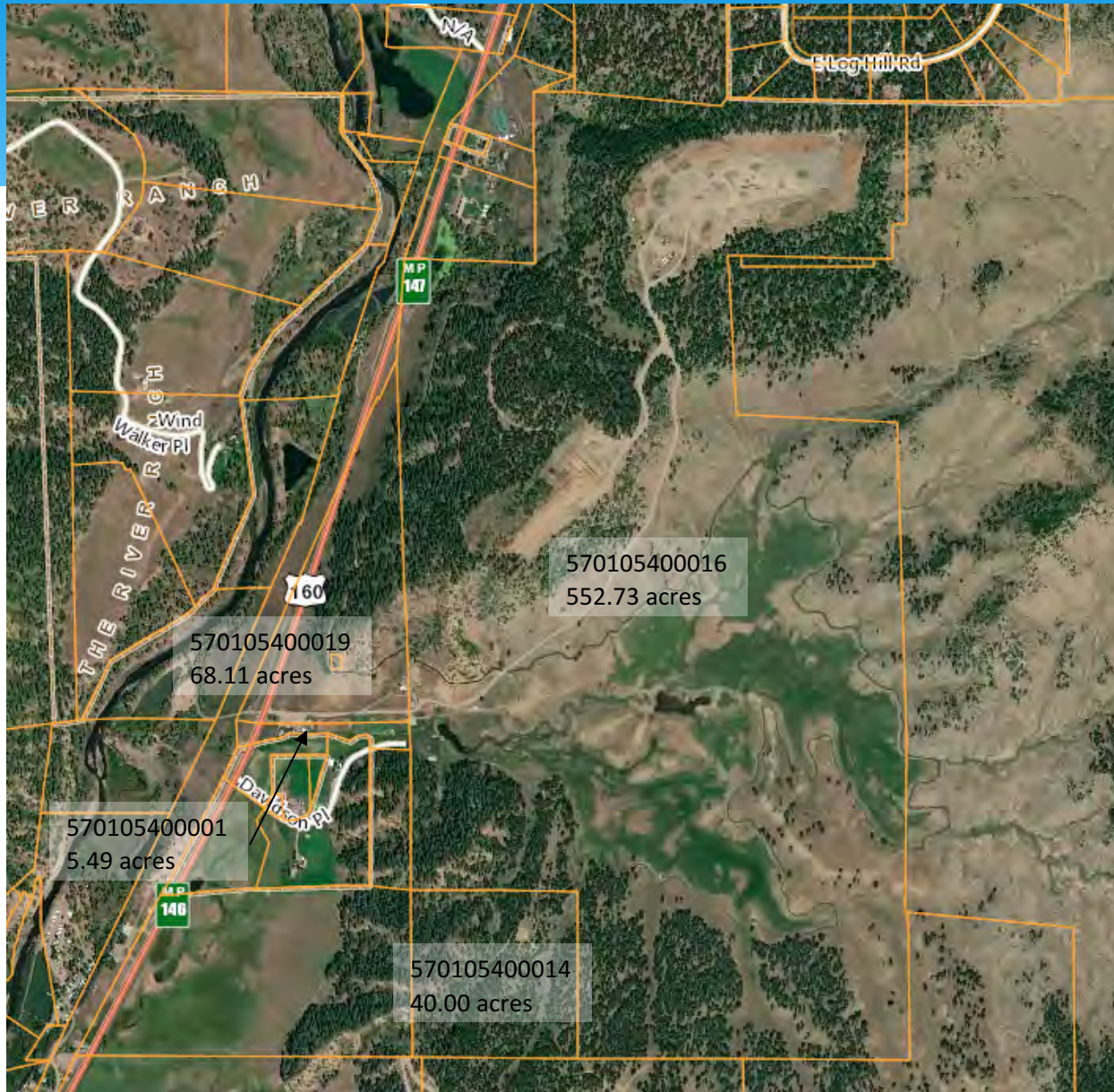
Attest:

Allen Pfister, SJWCD Secretary

Running Iron Ranch Purchase

- * Running Iron Ranch
 - * 666 Acres ±
 - * \$10,219,363
 - * \$9,219,363 loan
 - * 1,000,000 grant
 - * 2015 Appraised Value \$4,565,000 (includes water rights)
 - * Park Ditch Water Rights
 - * 9.1 CFS
 - * 39 “A” shares 52 “C” shares
 - * PAWSD acquired an additional 10 shares (1 cfs) with the inclusion of Log Park





CWCB Re-Structured Agreement

- * Loan A (Planning Period)
 - * \$4,290,930.32
 - * 20 years (9/23/2016 to 2036)
 - * 1.75%
- * Loan B (Optional Extended Planning Period)
 - * \$4,565,000
 - * Deferred for 20 years (2036 to 2056)
 - * 3.50%



CWCB Re-Structured Agreement

- * SJWCD Agrees to:
 - * Lead the long-term management of the Project.
 - * Develop additional Project stakeholders.
 - * Use best efforts to pursue additional land necessary for the Project w/ written approval from the CWCB and PAWSD.
 - * Obtain written approval from the CWCB and PAWSD before proceeding with any land exchanges.
 - * Take the lead on future water court proceedings in relation to the Project.



CWCB Re-Structured Agreement

- * PAWSD Agrees to:

- * Project is preferred option for **long**-term water planning.
- * Plan for all future water demands will first be met w/ Project water.
- * File joint applications with SJWCD for finding of reasonable diligence when required by the Water Court.
- * No less than 50% of annual payment savings from principal and interest rate reductions to be used on water loss efforts on distribution system – annual report on said efforts due to CWCB by September 1st.



CWCB Re-Structured Agreement

* AGREEMENT PROVISIONS SUMMARY:

- * CWCB agreed to reduce principal and interest rate on the original loan in exchange for PAWSD and SJWCD continued interest in Project and water conservation/leak efforts.
- * SJWCD to take lead on Project in coordination with CWCB and PAWSD.
- * Planning period is 20 years and can be extended for an additional 20 years.
- * PAWSD cannot sell off any part of the property.
- * PAWSD and SJWCD continue “due diligence” on Project water rights in water court.
- * If Project property is sold, CWCB gets first right of refusal and can impose various “penalty” structures depending on circumstances.



CWCB Re-Structured Agreement

- * “Penalties”
 - * If Project is not constructed:
 - * PAWSD and SJWCD shall repay the \$1,000,000 grant at 3.50% interest from original date of grant.
 - * If property is sold during planning period:
 - * Loan A Repayment at 3.5% interest back dated to 9/23/2016
 - * Loan B Repayment at 3.5% interest back dated to 9/23/2016
 - * CWCB also gets 50% of any money above everything owed.



Weber Lease Agreements

- * January 3rd 2008 to January 3rd 2023
- * \$1.00/year
- * 4 separate agreements
 - * 57010540016 (68.11 acres) & 57010540019 (552.73 acres)
 - * 57108100001 (5.49 acres)
 - * 57108100014 (40.00 acres)
 - * Sand and gravel lease
- * Must coordinate access with the Webers and cannot interfere with operations.
- * “Landlord and Tenant may from time to time extend the Term by mutual written consent.”



Weber Lease Agreements

- * Additional Requirements:

- * Must provide irrigation water to Weber's retained property (expires if Webers no longer own the property).
- * Districts are required to pay all fees associated with Park Ditch (Webers get use of the water).
- * Districts cannot interfere with development of retained property.
- * Districts will provide access to retained property (Legal Access Easement has been provided).
- * Tenant shall comply with all applicable laws (including environmental laws).



Weber Agreement

- * Conclusion of Lease

- * Webers are obligated to restore the premises and take all other actions required by applicable mining laws and regulations.
- * Webers may remove all personal property and improvements.
 - * Property considered abandoned 60 days after lease expires or is terminated.

Jeffrey M. Kane
Ph: 970.247.3091 | Fax: 970.247.3100
Direct Telephone: 970.385.2541
Email: jkane@ncg-law.com

MEMORANDUM

TO: Board of Directors, San Juan Water Conservancy District

FROM: Jeffrey Kane

RE: Director Duties and Conflicts of Interest

DATE: August 20, 2018

This Memorandum provides a brief identification and discussion of Director fiduciary duties and related concepts as well as conflicts of interest. These duties and issues arise for all types of entities (e.g., for-profit corporations, NGOs), but Directors of publicly-funded entities have heightened responsibilities and duties given that they are ultimately funded by and authorized to act on the public's behalf. This memorandum should help you identify when your duties may be relevant, but you should consult with legal counsel anytime you have a question about them or their application.

I. Constitutional and Statutory Principles

The Colorado Constitution includes several principles that address the heightened ethical standards that government officials are expected to meet:

- The conduct of local government officials "must hold the respect and confidence of the people;"
- Local government officials "shall carry out their duties for the benefit of the people of the state;"
- Local government officials must "avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated;"
- Any effort to realize personal financial gain through public office is a violation of that trust; and
- To ensure propriety and to preserve public confidence, local government officials "must have the benefit of specific standards to guide their conduct, and of a penalty mechanism to enforce those standards."

Colo. Const. Art. XXIX, Section 1.

Colorado statute also provides “guides to conduct” that implement those principles:

1. A Director should not acquire or hold an interest in any business or undertaking which he has reason to believe may be directly and substantially affected to its economic benefit by official action to be taken by the District.
2. A Director should not, within six months of leaving the Board, obtain employment in which he will take direct advantage, unavailable to others, of matters with which he was directly involved during his term as a Director.
3. A Director should not perform an official act directly and substantially affecting a business or other undertaking to its economic detriment when he has a substantial financial interest in a competing firm or undertaking.
4. A Director is discouraged from assisting or enabling members of their immediate family in obtaining employment, a gift of substantial value, or an economic benefit tantamount to a gift of substantial value from a person whom the Director is in a position to reward or has rewarded with official action.

C.R.S. § 24-18-105.

II. Director Fiduciary Duties

By design, fiduciary duties are somewhat vague and courts and regulators have recognized some flexibility in cases where a breach of fiduciary duty is alleged. It is advisable to avoid even the appearance of impropriety with regard to these duties, both because of uncertainty in how they may be applied in a particular instance and because the District is a governmental entity that “must hold the respect and confidence of the people.” Colorado Constitution, Sec. 1, Art. XXIX (“Ethics in Government”). Even where a clearly defined legal duty may not apply, it is advisable to act with prudence and consider the impacts of one’s actions on the District as a whole, its other Directors, and its employees. Directors having a particular question about these duties may consult the District’s general counsel or request an advisory opinion from the Colorado Independent Ethics Commission (<https://www.colorado.gov/iec>).

A. Duty of Due Care:

- Directors must exercise reasonable care when they make a decision for the District.
- Directors must act in good faith (i.e., honesty of purpose), with the care an ordinarily prudent person in a like position would reasonably believe appropriate under similar situations.
- Board members must regularly attend Board meetings and take an active and informed role in decision-making.

- Directors must ask questions about matters that are unclear or if they feel they need more information.

Business Judgment Rule: Directors are entitled to rely on information and opinions presented by persons designated by the District to provide them, such as

- (1) employees believed to be reliable and competent in the matter;
- (2) professionals such as legal counsel, engineers, and accountants; or
- (3) a committee of the Board upon which a Director does not serve but reasonably believes to merit confidence.

B. Duty of Loyalty:

- Directors must act in the best interest of the District at all times when making decisions on the behalf of the District.
- Directors must never put personal priorities or opportunities ahead of the District's interests.
- Directors must honor the confidentiality of information, especially communications from an attorney for the District and Board discussions of specific legal questions in executive session (only an official action by the Board can waive the attorney-client privilege).
- Directors must avoid and disclose conflicts of interest as provided by statute (*see below*).
- Directors are appointed by a judge, not elected by voters, but a Director's constituents are the citizens and taxpayers of the District.

C. Duty of Obedience:

- Each Director, when he or she takes office, is required to take an oath.
- Directors must carry out the purposes of the District and obey all applicable local, state, and federal laws.
- The purposes of the District are defined in the Water Conservancy District statute and the District's formation decree, bylaws, contracts and other governing documents.
- Other applicable law includes Colorado open meetings and open records acts, water and irrigation company law, general property law, other statutes governing officials of state agencies and political subdivisions, and constitutional rights that protect citizens from certain actions by government.

- Directors must abide by the decisions of the board and should not oppose implementation or cast doubt upon those decisions by criticizing them publicly.

II. CONFLICTS OF INTEREST

A. Conflicts of Interest Must be Identified, Disclosed, and Avoided

Perhaps no area offers greater potential exposure to liability than the area of conflicts of interest. Before a Director takes any action, potential conflicts of interest and all legal implications as well as the policy implications and appearance of impropriety should be considered. Failing to disclose a potential financial conflict of interest is a criminal misdemeanor and could result in prosecution. Any contract, vote or other official act in which a Director had a potential conflict, not cured by disclosure, may result in the avoidance of the act or the contract being voided. Non-financial conflicts of interest are less clearly defined than financial conflicts of interests and are not addressed in Colorado criminal statutes.

B. Specific Conduct Defined by Statute as a Conflict of Interest

A Director, as an appointed local government official, shall not:

1. Disclose or use confidential information acquired in the course of his official duties in order to further his personal financial interests.
2. Accept gifts of substantial value or of substantial economic benefit tantamount to a gift of substantial value, which would tend to improperly influence a "reasonable person" in his or her position to depart from the faithful and impartial discharge of his or her public duties or which a reasonable person in his or her position should know under the circumstances is primarily for the purpose of rewarding him or her for an official action.
3. Engage in a substantial financial transaction for his or her private business purposes with a person whom he or she inspects or supervises in the course of his or her official duties.
4. Perform an official act directly and substantially affecting to its economic benefit, a business or other undertaking in which he or she either has a substantial financial interest or is engaged as counsel, consultant, representative or agent.
5. Be interested in any contract made in his or her official capacity or by any body, agency, or board of which he/she is a member or employee.
6. Be a purchaser at any sale or vendor at any purchase made by him or her in his or her official capacity.

C.R.S. §§ 24-18-104, -109, -201 and -202. A potential conflict of interest also exists when a Director is an executive officer, or owns or controls directly or indirectly a substantial

interest, in any nongovernmental entity participating in a transaction with the District. C.R.S. § 18-8-308(2).

C. Specific Conduct May Result in a Nonfinancial Conflict of Interest.

A Director may have a nonfinancial conflict of interest when the Director has a direct or indirect interest in another entity, governmental or non-governmental, which may affect his or objective decision-making or fiduciary duty to the District. When an individual is a Director for the District and another entity, he or she owes a fiduciary duty to both entities. While serving at meetings of each entity's board of directors, the Director shall act in the best interests of the entity at whose meeting he or she is attending. If a conflict of interest arises between the two entities, the Director must disclose the conflict of interest and proceed as set forth below.

Difficulties arise when a Director may receive confidential information from one entity that may materially affect the other entity. Does he or she have a fiduciary duty to disclose the confidential information to the other entity? Prudence would say the Director should recuse from discussion of the issue with both entities so that he or she does not obtain confidential information from one entity that properly should be disclosed to the other entity if known.

D. Written Disclosure of a Conflict of Interest to Avoid Disqualification is Permitted in Limited Circumstances

A Director must disqualify himself or herself from voting on any issue in which he or she has a financial conflict of interest, unless that Director's participation is necessary to obtain a quorum or otherwise to enable the Board to act and such Director has disclosed the conflict of interest in writing to the Secretary of State and to the Board on the record. C.R.S. §§ 24-18-109(3)(b) and -110. If a Director disqualifies himself or herself and does not vote, the Director must also refrain from attempting to influence the decisions of other Directors voting on the matter. C.R.S. § 24-18-109(3)(a).

A Director may be subject to criminal prosecution if he or she exercises any substantial discretionary function in connection with a government contract without having given 72 hours' actual advance written notice to the Secretary of State and to the Board of the existence of a known potential financial conflicting interest. C.R.S. § 18-8-308(1). Failure to disclose a financial conflict of interest is a class 2 misdemeanor. C.R.S. § 18-8-308(3).

For nonfinancial conflicts of interest there is no statutory direction for water conservancy districts. Other entities, however, have adopted policies that address nonfinancial conflicts of interest. For instance, when a director has disclosed a potential nonfinancial conflict of interest, the non-conflicted directors may decide if the disclosed conflict is a conflict that compromises the director's fiduciary duty of loyalty and whether the director should be precluded from participating in the matter which may

have given rise to the conflict of interest, or the director may voluntarily recuse himself from the discussion and not vote on the transaction.

/Volumes/Data/WP/9615/01/Board Meetings/Legal Memoranda and Reports/Drafts/20180820 Memo to SJWCD Board re Director Duties and Conflicts of Interest.docx

FILED
IN COMBINED COURT
ARCHULETA COUNTY, COLORADO

MAR - 1 2022

DATE FILED: March 1, 2022

CASE NUMBER 1987CV100

~~870100~~ *CM*
DEPUTY CLERK

February 25, 2022

Jeffery R. Wilson, Chief Judge
Archuleta County Combined Courts
P.O. Box 148, Pagosa Springs, CO 81147

Dear Judge Wilson

I hereby submit my application to be appointed to another term on the San Juan Water Conservancy District Board of Directors.

I have been serving on the Board since July 2018, and was elected this month to continue as the Board Treasurer, an office I've held since 2020. My term expires this year on March 21, 2022.

I continue to live within the District and look forward to representing the District taxpayers during my next term of office.



William "Bill" Hudson

446 Loma Street

PO Box 2152

Pagosa Springs, CO 81147

970-903-2673

bhudson.sjwcd@gmail.com

Board Agenda Item Report

	To	Action	Signature, Date		To	Action	Signature, Date
1	Sally High	Review		6			
2	Board	Update		7			
3				8			
4				9			
5				10			

Name of Action Official AI Pfister	Priority High Medium Low None <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Phone 970-985-5764	Presentation Date 4/18/2022
Subject Consideration of Reappointment of Director Hudson			Approval Req Date 4/18/2022

Summary:

The Court Clerk for Judge Wilson was contacted to determine whether a motion was required for appointment or reappointment to the SJWCD Board. The Court Clerk said that while it is not required, Judge Wilson does request a motion from the appropriate entity for appointment and/ or reappointments.

Director Hudson's term expired in March 2022. The Board needs to decide the content of the motion for reappointment, so that it can be sent to Judge Wilson for his decision of approving or disapproving reappointment.

Director Hudson has done a good job of performing the Treasurer's duties, as well as maintaining and hosting the District's website. In performing his Treasurer duties, he has made inquiries, of his own volition, to the San Juan Forest Health Partnership and San Juan Watershed Enhancement Partnership for their financial records, thus creating a work load issue for those entities.

During his tenure on the Board, Director Hudson has created an overall unhealthy, and less productive, environment for the Board to accomplish its mission. This unhealthy environment has been created by the confrontational manner in which issues are discussed at Board meetings, as well as articles/editorials that have been posted in the Daily Post. Some of the articles in the Post very strongly push the line of violating Director Hudson's fulfilling his fiduciary duties as a director.

As editor and owner of the Daily Post, he made an inquiry (reprinted below) to a recently contracted consultant to get their perspective on an effort the Board had just approved and he was writing an article on, admitting he was a person that was an "outlier on the Board". Such actions could create a negative perspective on contractors/consultants wanting to work for/with the District.

Email content received from consultant:

Name

Bill Hudson

Email

pagosadailypost@gmail.com

Message

Hi PRS... I'm the editor of the Pagosa Daily Post, and also a member of the San Juan Water Conservancy District. I'm currently writing a multi-part editorial about 'communications in the new era of Water' and I'm including some information about SJWCD's decision to hire PRS for communications management. If you folks would like to be interviewed, or if you'd like to submit some content in a written form, I would be happy to include your statements in a future installment. Just to be clear with you, I tend to be an 'outlier' on the SJWCD board, and I'm generally skeptical about current water policy in Colorado. But I would be happy to present your point of view on water communications, in whatever form you'd like to offer them.

March 17, 2022

Al Pfister, President
San Juan Water Conservancy District
46 Eaton Drive, Suite 5
Pagosa Springs, CO 81147



RE: San Juan Water Conservancy District Water Supply and Demand Analysis

Dear Mr. Pfister,

Wilson Water Group (WWG) is pleased to provide you with this proposal and contract for technical services associated with performing a water supply and water demand analysis for the San Juan Water Conservancy District (District). The goals of these efforts are (1) to provide the District with an understanding of the current water uses and water demands in the District and the connected basins, (2) to analyze future water needs under different scenarios, and (3) to estimate reservoir size needed to meet water needs.

1. Scope of Services

WWG's responsibilities under the Scope of Work are outlined in Attachment A.

2. Schedule

WWG's services on the proposed Scope of Work will commence as soon as authorization to proceed is received. Work is outlined in Attachment A. Barring any unforeseen delays, WWG's work is scheduled to be completed three months after contract execution.

3. Costs Not to Exceed and Payment

Payments for WWG's services, like other professional services, are based on actual time spent, measured by standard hourly rates included as Attachment B. Individuals are assigned to a project based on the type of services involved and experience and expertise of the individual.

Routine expenses such as telephone and copies are included in the rates above. Outside expenses such as laboratory analysis, obtaining aerial photos, or other special services incurred directly in connection with the project are billed at cost. Reimbursable expenses billed at cost include airfare, automobile rental, and other travel or per diem costs for projects more than 100 miles from the office site.

The Scope of Work described in Attachment A details lump sums costs for WWG's services. As described in the Labor Costs in Attachment A, WWG will not exceed the

allocated budget of \$15,680. There will be no material changes in the scope without written agreement between WWG and the San Juan Water Conservancy District.

Invoices are submitted monthly for time and expenses incurred. Invoices will include progress report. Terms of payment are net 30 days after the San Juan Water Conservancy District has received WWG's monthly invoice.

4. Indemnification and Insurance

WWG is responsible for the negligent acts, errors and omissions of itself and its subcontractors, if any, and agrees to indemnify and hold harmless the San Juan Water Conservancy District for such negligent actions, errors and omissions in the performance of the Scope of Work.

WWG shall maintain Commercial General Liability, Automobile, and Profession Liability Insurance for limits of liability as follows:

Commercial General Liability:

- Bodily Injury & Property Damage:
 - \$1,000,000 each event
 - \$1,000,000 aggregate
- Personal Injury:
 - \$1,000,000 each event
 - \$1,000,000 aggregate

Automobile Bodily Injury & Property Damage Liability:

- \$1,000,000 any one accident or loss

Professional Liability:

- \$1,000,000 each loss

Workers' Compensation and Employer's Liability:

- Workers' Compensation: Statutory
- Employer's Liability:
 - \$100,000 each accident
 - \$100,000 disease- each employee
 - \$500,000 disease- policy limit

Upon execution of this Agreement, WWG will supply the San Juan Water Conservancy District a certificate of each insurance policy required herein prior to commencement of the Work or at any time thereafter. With respect to Commercial Automobile Liability and Commercial General Liability, the San Juan Water Conservancy District shall be included as an additional insured.

5. Limitation of Liability

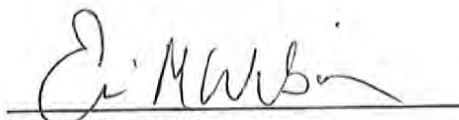
In recognition of the relative risks and benefits of the project to both the San Juan Water Conservancy District and WWG, the risks have been allocated such that the San Juan Water Conservancy District agrees, to the fullest extent permitted by law, to limit the liability of WWG and its officers, employees, and subconsultants, to the San Juan Water Conservancy District so that the total aggregate liability of WWG to the San Juan Water Conservancy District shall not exceed the total amount of \$100,000 or the amount of WWG's total fee for the services rendered on this project, whichever is greater.

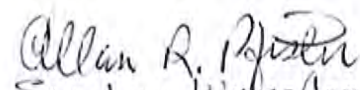
6. Confidentiality of Certain Information

WWG acknowledges that the District is a political subdivision of the State of Colorado and subject to Colorado open meetings and records statutes, such that certain information and analysis prepared for the District may be available for public inspection. Notwithstanding the foregoing, wherever WWG acts as a consulting or testifying expert concerning legal matters and negotiations related to the District's water rights and legal relationships, communications, work product, or other records produced pursuant to that relationship may be subject to privileges including work product, deliberative process, and attorney-client. Whenever the District identifies records as privileged, WWG agrees to keep those records confidential to the full extent permitted by law unless and until any such privilege is waived by the District.

Acceptance of this contract and authorization to proceed with the Work described can be indicated by signing below.

Sincerely,
Wilson Water Group LLC


Erin Wilson, P.E.
Principal

For: 
San Juan Water Conservancy District,
Contracting Agency President
Authorized Signature/Title

Date: 4/14/2022

Attachment A

Scope of Work

San Juan Water Conservancy District Water Supply and Demand Analysis

Wilson Water Group Proposed Tasks and Budget

Wilson Water Group will analyze water supply and demand needs through 2050 of the Upper San Juan River in the Archuleta County/Town of Pagosa Springs area. We anticipate being able to complete the work within three months of the contract authorization. The proposed tasks and budget are shown below. Note that the budget accounts for a two-day trip to Pagosa Springs to meet in person with Town of Pagosa Springs and Pagosa Area Water and Sanitation District.

Task1: Determine Municipal and Industrial Water Supply and Demand

- Meet with Pagosa Area Water and Sanitation District (PAWSD) to understand current municipal demand, water supply, and PAWSD's treatment limitations.
- Work with PAWSD and the Town of Pagosa Springs to understand the industrial water demand of Marijuana grow facilities and their current impacts.
- Meet with the Town of Pagosa Springs to understand any further municipal water demands that aren't covered by PAWSD.
- Reach out to larger subdivisions not connected to PAWSD to understand future needs
- Using information from the meetings with PAWSD and information from the West Forks Alternative Study, and updated population projections that incorporate a range of likely futures, WWG will calculate municipal and industrial water demand needs. Note that population estimate ranges may be provided by an outside expert, the state demographer updates, or existing projections revised to address the impacts of COVID based on PAWSD water use estimates and estimates from other resort areas in Colorado.

Task 2: Determine Agricultural Water Supply and Demand

- Utilize prior work completed by WWG in the West Fork Alternatives to determine Agricultural Water Supply and Demand.
- Verify that nothing has changed since the West Fork Alternatives study was completed.

Task 3: Determine Environmental and Recreational Water Supply and Demand

- Utilize prior work completed by WWG in the West Fork Alternative Study to document instream flow water supply and demand needs.
- Utilize flow recommendations for sediment transport from the WEP Phase II Report to further understand environmental water supply and demand needs.

- Utilize flow recommendations for angling and boating from the WEP Phase II Report for Recreational water supply and demand needs.

Task 4: Analyze Future Water Needs Under Different Scenarios

- Estimate 2050 water needs under three different scenarios as outlined in the Technical Update to the Colorado Water Plan: (1) Business as Usual, (2) Cooperative Growth, and (3) Hot Growth. Note that both Cooperative Growth and Hot Growth incorporate potential climate change and are scenarios used in the Colorado Water Plan.

Task 5: Estimate Optimal Reservoir Size Needed to Meet Water Needs

- Using estimates of current and future water needs from the previous tasks, WWG will make a recommendation on the size of a reservoir needed to meet supply gaps.

Task 6: Document Results in a Technical Memo and Present Results

- Provide a technical memo documenting the results of the analysis
- Present results to the SJWCD Board

Proposed Budget

Tasks	Budget
Task 1: Determine Municipal Water Supply and Demand	\$ 5,640.00
Task 2: Determine Agricultural Water Supply and Demand	\$ 960.00
Task 3: Determine Environmental and Recreational Water Supply and Demand	\$ 1,920.00
Task 4: Analyze Future Water Needs Under Different Scenarios	\$ 1,920.00
Task 5: Estimate Optimal Reservoir Size Needed to Meet Water Needs	\$ 1,520.00
Task 6: Document Results in a Technical Memo and Present Results	\$ 3,720.00
Total	\$ 15,680.00

Attachment B
Rate Schedule

Wilson Water Group 2022-2023 Rate Schedule

	<u>Hourly Rate</u>
PRINCIPAL.....	\$ 200.00
SENIOR PROJECT MANAGER.....	\$ 180.00
PROJECT MANAGER.....	\$ 160.00
SENIOR PROJECT ENGINEER.....	\$ 140.00
PROJECT ENGINEER.....	\$ 130.00
STAFF ENGINEER.....	\$ 110.00
ADMINISTRATIVE SUPPORT.....	\$ 90.00



March 11, 2022

SOUTHWEST BASIN ROUNDTABLE
Edward Tolen, Chair
c/o La Plata Archuleta Water District
P.O. Box 1377
Ignacio, Colorado 81137

Colorado Water Conservation Board
ATTN: Ben Wade, Chris Sturm
1313 Sherman St. Room 721
Denver, CO 80203

Dear CWCB Board Members,

The purpose of this letter is to confirm matching contributions and support from the San Juan Water Conservancy District (SJWCD) for the Upper San Juan Watershed Enhancement Partnership and Town of Pagosa Springs' proposed project entitled "Recreational and Ecological Enhancement of the San Juan River-Yamaguchi South."

The SJWCD has committed \$2,500 in matching cash funds from our 2022 budget to support this project.

Please contact me should you need further information.

Sincerely,

A handwritten signature in black ink that reads "Allan R. Pfister". The signature is fluid and cursive, with the first name "Allan" being the most prominent.

Allan R. Pfister
San Juan Water Conservancy District. President/Chair
apfister.sjwcd@gmail.com; (970) 985-5764