



KERN BOARD REGULAR MEETING

September 10, 2018 // 6:45 p.m. or following the regular meeting //
Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

AGENDA

1. Call to Order
2. Roll Call of Directors Present
3. Approval of July 9, 2018 Board of Directors Meeting Minutes – Amanda Mehlenbacher, Deputy Town Clerk
4. Approve Resolution Approving an Amendment to the Kern Reservoir and Ditch Company Excess Capacity Policy and Related Materials
5. Approval of Bills – Dean Moyer, Director of Finance
6. Adjourn



**KERN BOARD
REGULAR MEETING**

**July 9, 2018 // 6:45 p.m. or following the regular meeting // Town
Board Chambers, 301 Walnut Street, Windsor, CO 80550**

MINUTES

1. Call to Order

President Melendez called the meeting to order at 6:51 p.m.

2. Roll Call of Directors Present

President	Kristie Melendez
Vice President	Myles Baker - Absent
Secretary/Treasurer	Paul Rennemeyer
	Barry Wilson
	Ken Bennett
	Tom Jones
	David Sislowski

Also Present:	Town Manager	Shane Hale
	Director of Finance	Dean Moyer
	Town Attorney	Ian McCargar
	Deputy Town Clerk	Amanda Mehlenbacher

3. Approval of May 14, 2018 Board of Directors Meeting Minutes – Amanda
Mehlenbacher, Deputy Town Clerk

**Board Member Rennemeyer moved to approve the minutes as presented;
Board Member Bennett seconded the motion. Roll call on the vote resulted as
follows: Yeas – Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez;
Nays- None. Motion passed.**

4. Approval of Bills – Dean Moyer, Director of Finance

**Board Member Rennemeyer moved to approve the bills as presented; Board
Member Jones seconded the motion. Roll call on the vote resulted as follows:
Yeas – Wilson, Bennett, Rennemeyer, Jones, Sislowski, Melendez; Nays- None.
Motion passed.**

5. Adjourn

**Board Member Rennemeyer moved adjourn; Board Member Scheuerman
seconded the motion. Roll call on the vote resulted as follows: Yeas –
Scheuerman, Bennett, Rennemeyer, Adams, Melendez; Nays- None. Motion
passed.**

The meeting was adjourned at 6:53 p.m.



MEMORANDUM

Date: September 6, 2018
To: Kern Reservoir and Ditch Company Board of Directors
From: John Thornhill, Water Resources Manager
Re: Kern Excess Capacity Policy and Agreement
Item #: 4.b Kern Resolution 2018-KB02 Approving Amended Excess Capacity Policy

Background / Discussion

I. Excess Capacity; Policy on Use

Excess capacity in the Kern Lateral is any capacity available in the lateral that exists after the Kern has satisfied its use. The proposed policy reserves the first use of the capacity for delivery of Kern Reservoir owned water to its shareholders. If capacity is available after satisfaction of the Kern's rights ("excess capacity"), then the order of use goes as follows: 1) any person or entity with a previously existing contract for the use of the capacity; 2) Shareholders of Kern for delivery of water other than Kern Reservoir Water (currently only the Town of Windsor); 3) non-shareholders.

This order recognizes the Kern's pre-eminent rights to use capacity in the lateral. It also recognizes all pre-existing contractual obligations of Kern. Any space that remains after the Kern's use and those rights allocated by contract is available to the Town of Windsor as the sole shareholder. The allocation of this space to the Town provides the Town with a route to deliver its recently acquired New Cache share water to the Poudre River for augmentation. This is a valuable asset to the Town as represented by its shares in the Kern Reservoir and Ditch Company.

This Policy amends and replaces the Policy adopted by the Kern Board in July, 2017. The amendment proposed to the Policy makes clear that the Kern Reservoir and Ditch Company may charge different fees based on the different type and extent of use to be made by the person or entity seeking to utilize excess capacity. Modifications to the form agreement attached as Exhibit 2 to the Policy were made to be consistent with this change. No

other modifications have been made to the Policy as previously approved by the Board.

II. Impacts to Kern

The Policy provides the Kern with the ability to allocate, on a temporary basis, any remaining capacity that might be available in the Kern lateral to other water users. Use by non-shareholders would only occur after the Town's needs for capacity have been satisfied. The Policy does not allocate any storage capacity in Kern Reservoir. No one other than Kern shall have rights to store water in the Reservoir.

There have been several entities that have acquired shares in New Cache who are changing those shares to include augmentation use. Some of those New Cache shareholders have approached Staff regarding the use of the Kern lateral to deliver their shares for augmentation. This policy would provide a process for Staff to follow to allocate that capacity to others when it is available. The policy has protections in place for Kern including requirements that no agreement be entered for use of the capacity in excess of 5 years, Kern will continue to operate all of its facilities, no structures will be installed in the ditch without approval, all water introduced in the ditch must be of the same quality as that currently being delivered, losses are assessed on anyone running water in the lateral, fees may be imposed on those utilizing the lateral, applicants to utilize the capacity of the lateral must pay all costs incurred by the Kern to process their request and no guarantees are made to those persons whose water is run in the lateral. Furthermore, the allocation of capacity to others should generate revenue for the Kern to help offset costs associated with running the Ditch and Reservoir system.

Financial Impact

This policy allows for a new revenue source to be realized by the Kern Reservoir and Ditch Company without impacting the Kern or the Town's ability to utilize that capacity for delivery of its water rights. It provides staff with direction in vetting requests from non-shareholders to utilize capacity in the Kern lateral.

Relationship to Strategic Plan

Thoughtful Framework and Supportive Infrastructure

Recommendation

Recommend approval of the Resolution regarding the Excess Capacity Policy and Agreement Form.

KERN RESERVOIR AND DITCH COMPANY

RESOLUTION NO. KB 2018-KB02

A RESOLUTION APPROVING AN AMENDMENT TO THE KERN RESERVOIR AND DITCH COMPANY EXCESS CAPACITY POLICY AND RELATED MATERIALS

WHEREAS, the Kern Reservoir and Ditch Company (“Kern”) is an independent legal entity organized for the purpose of providing irrigation and water storage service to its shareholders; and

WHEREAS, in 2017, the Kern Board of Directors approved a policy for administration of the Kern’s system capacity; and

WHEREAS, the Kern Board of Directors has considered the attached amended *Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity*, and documents referenced therein, which are by this reference incorporated herein; and

WHEREAS, the Kern Board of Directors has considered the necessity for amendment and reaffirmation of its excess capacity policy and has concluded that the attached *Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity* is an appropriate policy for administration of system capacity; and

WHEREAS, the Kern Board of Directors wishes to approve the attached *Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity*, together with the form Carriage Agreement incorporated therein.

NOW, THEREFORE, BE IT RESOLVED BY THE KERN RESERVOIR BOARD OF DIRECTORS AS FOLLOWS:

1. The attached *Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity*, together with all documents referenced therein, are hereby approved.
2. The Kern’s administration is directed to implement the *Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity* as circumstances require.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of September, 2018.

KERN RESERVOIR AND DITCH
COMPANY

By: _____
Kristie Melendez, President

ATTEST:

Paul Rennemeyer, Secretary/Treasurer

**Kern Reservoir and Ditch Company
Policy Regarding Use of System Capacity**

I. Definitions.

- A. “Company” shall mean the Kern Reservoir and Ditch Company.
- B. “Kern Lateral” shall mean the Kern Lateral and/or any other water conveyance structures currently owned or later acquired by the by the Company. A map depicting currently owned structures is shown in Exhibit 1 attached to this Policy.
- C. “Kern Water” shall mean waters that derive from the exercise of water rights currently owned or later acquired by the Kern Reservoir and Ditch Company, including but not limited to the water rights decreed in Case No. 1591 in the Larimer County District Court, Larimer County, State of Colorado on December 9, 1904, revised October 28, 1909 with an appropriation date of February 10, 1882 (Priority No. 1) as changed in Case No. 02CW301 District Court, Water Division 1, Weld County, Colorado, the water right decreed in Case No. 02CW376, 8 shares in the New Cache la Poudre Irrigating Company, the water right decreed in Case No. 86CW46, and any other water the Company deems, in its sole discretion, in the best interest of the Company and its stockholders.
- D. “Kern System Water” shall mean water carried in the Kern Lateral pursuant to agreements entered into by the company prior to the adoption of this Policy or substantially completed prior to the adoption of this Policy, including but not limited to that Carriage Agreement entered or to be entered between the Company and Diamond Valley L.L.C..
- E. “New Water” shall mean all water whether owned by Shareholders or Non-shareholders in the Company that is not Kern Water or Kern System Water and is run in the Kern Lateral pursuant to the approval for use of Excess Capacity.
- F. “Excess Capacity” shall mean any capacity in the Kern Lateral available for conveying water which is over and above the Kern Water and Kern System Water. No storage capacity within Kern Reservoir shall be authorized for use under this policy.
- G. “Shareholder” shall mean any person or entity owning shares of stock in the Kern Reservoir and Ditch Company. At the time of this Policy the Town of Windsor is the sole Shareholder in the Company.
- H. “Non-shareholder” shall mean any person or entity that is not the Company or a Shareholder.

II. Fees

- A. Any person or entity entitled to use Kern System Water and/or Excess Capacity shall pay any and all administrative fees associated with the use of the Kern Lateral in proportion to their use of the Kern Lateral. Such payment shall be in

addition to any payments the person or entity may be required to pay as a Shareholder of the Company. In addition, the Board of Directors may, in their sole discretion, assess additional fees for the use of Excess Capacity by Non-Shareholders. In assessing such fees, the Board of Directors may take into consideration, among other considerations, the intended end use of the water carried in the Kern system, and separate fee structures may be established for different types of end use. Nothing in this Policy shall be construed to modify existing agreements between the Company and Non-shareholders which exist prior to the adoption of this Policy.

- B. Any revenue generated by the Company from the utilization of Kern System Water and/or Excess Capacity shall be paid to the Company.

III. Use of Kern Water

- A. The Company shall have the first right to use any and all capacity in the Kern Lateral for the carrying and delivery of Kern Water to Shareholders. All other rights to carry and deliver water by the Company shall be subservient to the right to carry and deliver Kern Water to Shareholders.

IV. Use of Kern System Water.

- A. Any Non-shareholder that secured an agreement with the Company prior to the adoption of this Policy for the delivery of Kern System Water shall be entitled to such delivery prior to any use of Excess Capacity by Shareholders or Non-shareholders for the delivery of New Water by the Company.

V. Use of Excess Capacity and New Water.

- A. Excess Capacity in the Kern Lateral is expected to vary significantly from day to day, and at times there may be no Excess Capacity in the Kern Lateral. The Company shall determine, in its sole discretion, the amount of Excess Capacity available for Shareholders and Non-shareholders that is available at any given time in consultation with the Manager of the Company.
- B. The use of Excess Capacity shall be subordinate to (1) Kern Water diverted for use by Shareholders; (2) Kern System Water diverted for use by Non-shareholders with existing agreements to use the Kern Lateral which pre-date the adoption of this Policy; (3) Kern Lateral maintenance requirements; and (4) any other operation considerations made by the Company, in its sole discretion.
- C. Operation of the Kern Reservoir and Lateral shall remain under the sole and exclusive authority of Kern. Use of Excess Capacity may be curtailed at any time by the Manager or the Board of Directors in their sole discretion. However, notwithstanding the Board of Directors' discretion, such curtailment shall occur in the event that the Company needs the capacity to meet operational obligations, including but not limited to delivery of the Kern Water and Kern System Water

and any other contractual obligations, and including operational obligations because of emergency.

- D. Any new structures required for the use of the excess capacity shall be subject to Board approval and shall be constructed at the Applicant's sole expense.
- E. Any New Water run in the Kern Lateral shall be of a quality that is comparable to other water run in the Kern Lateral as determined by the Board of Directors. Any such New Water carried and delivered by the Kern Lateral shall be subject to seepage and evaporation losses considering the length of the Ditch being used, and shall be assessed its pro-rata shrink along with any other water being delivered through the Kern Lateral at the same time. The determination of the losses shall be in the sole discretion of the Company. The Company will make a reasonable effort to deliver any New Water, but does not guarantee that any water will be delivered to the location desired by the person or entity that received approval for the use of such New Water.
- F. Shareholders shall have the first right to the use of Excess Capacity in the Kern Lateral. Excess Capacity shall be assigned for use on a pro-rata to the Shareholder(s) based on the ownership interest in the Company. Presently, the Town of Windsor owns all 100 shares in the Company and so would have the right to use all Excess Capacity prior to use by any non-shareholders.

VI. Use of Excess Capacity and New Water by Non-Shareholders

- A. In the event that a Non-shareholder desires to utilize Excess Capacity at any given time, such person or entity shall submit the specific details of its desired use including:
 - 1. Name, address, telephone number of the Non-shareholder requesting to use Excess Capacity ("Applicant");
 - 2. Description of portions of Kern Lateral to be used;
 - 3. The amount of Excess Capacity to be used, including, to the extent possible, the amount stated both in acre-feet on an annual and monthly basis and in c.f.s. on an average daily and peak period basis;
 - 4. A statement of the purpose and use of the Excess Capacity requested, including the source of the water to be carried in the ditch, with any decrees for or pertaining to that water supply and evidence of the right to use that water supply;
 - 5. The point of inflow and source and amount of water, timing, release, and point of delivery; and
 - 6. Infrastructure required to measure or utilize the Applicant's water, including design drawings and specifications, if the board determines that they are applicable.

- B. Any request shall be timely considered by the Manager of the Kern who shall approve, or disapprove the request consistent with this Policy. Any approval for use of Excess Capacity by a Non-shareholder, shall be in the form of a Carriage Agreement similar to Exhibit 2 of this Policy. Such Carriage Agreement shall grant the Non-shareholder a limited license for the use of the Kern Lateral.
- C. The cost and expense of any such review shall be paid by the Applicant and may include legal and engineering fees paid by the Company in connection with the review of the request.
- D. Any Carriage Agreement shall only grant a Non-shareholder a limited license for the amount of Excess Capacity existing in the Kern Lateral which is not otherwise utilized by a Shareholder.
- E. Any Carriage Agreement entered into, pursuant to this Policy, shall be limited to a term not to exceed 5 years in length. The price in any Carriage Agreement shall be set on an annual basis and subject to approval by the Board.

VII. Replaces Prior Policy. This Policy Amends and replaces the Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity adopted July 24th, 2017.

Adopted this _____ day of September, 2018 by the Board

President

ATTEST:

**Exhibit 2--FORM
CARRIAGE AGREEMENT**

This Carriage Agreement (“Agreement”) is made and entered into this ____ day of _____, 2017 (“Effective Date”), by and between _____ (“Licensee”), and the Kern Reservoir and Ditch Company (“Kern”).

RECITALS

WHEREAS, Kern is the owner of a certain water storage facility known as Kern Reservoir, and certain water conveyance structures collectively known as the “Kern Lateral” in the Town of Windsor, as shown on Exhibit 1; and

WHEREAS, Licensee is not a Shareholder in the Kern Reservoir and Ditch Company; and

WHEREAS, Licensee has requested to use certain Excess Capacity in the Kern Lateral, as Excess Capacity is defined in that Kern Reservoir and Ditch Company Policy Regarding Use of System Capacity dated July, 24 2017 (as amended _____, 2018) (“Capacity Policy”) in order to carry certain waters described as _____ (“Licensee Water”) ; and

WHEREAS, the Licensee has applied for such use of Excess Capacity and the Manager of Kern has approved such use of Excess Capacity pursuant to Capacity Policy and the terms and conditions of this Carriage Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises of the parties, the above Recitals and upon the conditions herein stated, the Parties agree as follows:

AGREEMENT

1. The above recitals are incorporated as if fully restated herein.
2. Term. This Agreement shall grant Licensee a revocable license to use the Kern Lateral pursuant to this Agreement and the Capacity Policy for a period of one year beginning on the Effective Date of this Agreement and ending on March 31, 20___. This Agreement may renew on an annual basis on March 31, 20___, March 31, 20___, March 31, 20___, and March 31, 20___; unless either party gives written notice of its intent not to renew at least 30 days prior to renewal. Should Licensee wish to extend this Agreement thereafter, Licensee shall be required to provide an additional application for use of Excess Capacity pursuant to the then current Capacity Policy and enter into a new agreement with Kern.
3. Conveyance.

- a. Points of Conveyance. The revocable license granted herein shall be limited to the conveyance of Licensee Water from the “Intake Point” where Licensee Water enters the Kern Lateral to the “Delivery Point” where the Licensee Water leaves the Kern Lateral as shown on Exhibit 2 attached to this Agreement. Licensee shall bear any conveyance losses, if any, associated with the Licensee Water from the Delivery Point to any location where Licensee may use the Licensee Water as determined and assessed by the Kern.
 - b. Timing of Deliveries. Licensee shall provide Kern with a request to use Excess Capacity to convey the Licensee Water during normal business hours, no less than 48 hours prior to the time it intends to use such Excess Capacity to convey Licensee Water.
 - c. Delivery Season. Use of the Excess Capacity under this Agreement shall be made available from _____ through _____ at times when the Kern lateral is otherwise being operated by Kern, provided sufficient Excess Capacity exists in the Kern Lateral for use by Licensee, as determined pursuant to the then current Capacity Policy.
 - d. No Storage Rights. Nothing herein shall be construed to grant Licensee any right or authorization to store water in and or use Kern Reservoir in any way.
 - e. Non-Delivery. Operation of the Kern Reservoir and Kern Lateral shall remain under the sole and absolute authority of the Kern. Kern may refuse to convey the Licensee Water to the Licensee’s Delivery Point when, in Kern’s sole and absolute discretion, Kern determines there is insufficient Excess Capacity in the Kern Lateral to convey Licensee’s Water or during times Kern is repairing or maintaining any structures which may be impacted by the conveyance of the Licensee Water.
 - f. Accounting. Licensee shall be responsible for any and all accounting of all Licensee Water.
4. Use of Structures. Kern hereby grants to Licensee a revocable license to use such structures, for the sole use of conveying the Licensee Water to Delivery Point, subject to following terms and conditions:
- a. Capacity. Licensee shall be allowed to use the Kern Lateral as shown on Exhibit 1 attached hereto up to a maximum volume of ____ cfs at times sufficient Excess Capacity exists in the Kern Lateral, as determined in Kern’s sole and absolute discretion and pursuant to the terms of the then current Capacity Policy and this Agreement. Licensee’s carriage rights in the conveyance structures granted herein are subordinate to (1) Kern Water diverted for use by Shareholders; (2) water

diverted for use by Non-shareholders with existing agreements to use the Kern Lateral which pre-date the adoption of the Capacity Policy; (3) Kern Lateral maintenance requirements; (4) any other operation considerations made by the Company, in its sole discretion; (5) the use of Excess Capacity by Kern Shareholders; and (6) water delivered by Kern to Non-shareholders with existing agreements to use the Kern Lateral which pre-date this Agreement.

- b. Delivery of Licensee Water. Licensee shall only use the Kern Lateral to carry and convey the Licensee Water described above to the locations shown in Exhibit 2. Licensee shall be assessed a proportionate amount of the system loss accruing to water delivered in the Kern Lateral from Intake Point to the Delivery Point as shown on Exhibit 2 as determined by the Kern.
 - c. No Liability for Non-Delivery. Kern shall have no liability for failure to deliver the Licensee Water.
 - d. Additional Structures. Kern has reviewed the Construction Plans attached as Exhibit 3 hereto for the construction of Additional Structures as are necessary to deliver the Licensee Water as requested. The Additional Structures shall be solely owned by Kern, but Licensee shall be responsible for ongoing maintenance, repair or replacement costs associated therewith.
 - e. Measurement. If not already installed, Licensee shall pay for the installation of a calibrated measuring device at the Intake Point and Delivery Point shown on Exhibit 2. Licensee shall cooperate with Kern to adequately account for Licensee's Water which is conveyed via the Kern Lateral.
5. Operation. Kern shall be responsible for the daily operation of the structures owned and operated by Kern and Licensee shall have no rights to operate any facilities owned or controlled by Kern.
6. Payments. Licensee shall pay to Kern an initial fee of \$500 for this Agreement. Licensee shall also be required to pay for any and all costs associated with the conveyance of the Licensee Water in the Kern Lateral as assessed by Kern. In addition, Licensee shall pay to Kern a usage fee of \$_____ for each acre-foot of water conveyed through the Kern Lateral each year. This fee may be adjusted on an annual basis as determined by the Kern Board; written notice of an adjustment in price will be provided to Licensee at least 45 days prior to renewal of the agreement pursuant as provided for in Paragraph 2. Notice of payment due shall be delivered to Licensee by October 1 on each year this Agreement remains effective. Such payments shall be in the form of assessments due on October 31 of each year this Agreement remains effective and shall be based on the amount of water delivered that year. Failure to make the payment assessed by Kern shall result in termination of this Agreement, liquidated damages payable to the Kern in the amount of

150% of the assessment and Licensee shall not otherwise be entitled to use Kern Lateral to convey of the Licensee Water.

7. Indemnification. Licensee does hereby indemnify and agrees to hold Kern harmless of and from any claims or causes of action from third parties against Kern arising out of the actions of Licensee pursuant to this Agreement.
8. No Adverse Possession. No act by Licensee under this Agreement shall be considered, or claimed by Licensee, to be adverse possession of any water conveyance structure or other property owned by Kern.
9. No Assignment of Rights. Licensee may not assign the rights granted by this Agreement, except by express written authorization from Kern.
10. No Rights to Storage In Kern Reservoir. Nothing herein shall grant Licensee a right to store any water in Kern Reservoir.
11. No Rights to use of No. 2 Canal or other Ditches. Licensee shall be responsible for obtaining the permission of the New Cache la Poudre Irrigating Company to have Licensee's water delivered to Kern Reservoir via the No. 2 Canal for conveyance in the Kern Lateral and the approval of any other ditch companies, ditch owners or landowners as are necessary to have their water delivered to and from the Kern Lateral. Licensee shall obtain all such other approvals as are necessary for its water to be delivered as contemplated in this Agreement.
12. Policies, Rules and Regulations. Licensee agrees to be bound to any and all applicable policies, rules and regulations regarding the carriage of water in the Kern lateral as may be adopted by the Kern from time to time.
13. Complete Agreement. This document represents the complete agreement of the Parties hereto and no oral modification of this Agreement shall be recognized. Any amendments or additions shall be made in writing signed by the parties.
14. This Agreement is binding on the Parties, their successors and assigns.

Kern Reservoir List of Bills

7/01/2018 - 8/31/2018



TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORGOV.COM
(970) 674-2400
MON-FRI 8AM TO 5PM

Account	Vendor	Description	GL Date	Check No	Amount
01-418-6253-605	LAWRENCE JONES CUSTER GRASMICK	GENERAL MATTERS-KERN	08/31/2018	86546	222.00
06-484-6253-605	WHITNEY IRRIGATION COMPANY	DITCH MANAGEMENT SERVICES JUNE	07/13/2018	85819	2,085.00
06-484-6253-605	WHITNEY IRRIGATION COMPANY	JULY DITCH MANAGEMENT SERVICES	08/10/2018	86227	2,085.00
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-12 KERN/WCSD RE-4 AUG PLAN	07/13/2018	85850	2,657.50
06-484-6253-605	CLEAR WATER SOLUTIONS INC	12-120 KERN/WCSD RE-4 AUG PLAN	08/17/2018	86367	5,825.00

Report Total: 12,874.50

LAWRENCE JONES CUSTER GRASMICK LLP

Attorneys at Law
5245 Ronald Reagan Blvd., Suite 1
Johnstown, CO 80534

Invoice submitted to:
Kern Reservoir and Ditch Company
Town Attorney
301 Walnut Street
Windsor, CO 80550

August 28, 2018

In Reference To: General

*Invoice #*53335

Professional Services

	<u>Hours</u>	<u>Amount</u>
7/23/2018 BG Review and make revisions to Diamond Valley carriage agreement for Clammer and Gregory water	0.50	132.50
7/27/2018 BG Review changes to DV Carriage agreement and email Wes regarding same	0.30	79.50
For professional services rendered	0.80	\$212.00
Additional Charges :		
7/3/2018 Colorado Secretary of State: Periodic Report for Kern Reservoir and Ditch Company		10.00
Total costs		\$10.00
Total amount of this bill		\$222.00
Balance due		\$222.00

PLEASE MAKE CHECKS PAYABLE TO LAWRENCE JONES CUSTER GRASMICK LLP.

DUE UPON RECEIPT. 1.5% PER MONTH INTEREST CHARGED ON ALL PAST DUE BILLS. REFLECTS ONLY PAYMENTS AND CHARGES THROUGH ABOVE DATE.

WHITNEY

IRRIGATION COMPANY

30951 Weld County Road 27
Greeley Colorado 80631

Phone 970 686 2338

Invoice

Bill To
Kern Reservoir & Ditch Company Attn: Wade Willis 301 Walnut Street Windsor, CO 80550

Date	Invoice No
7/3/2018	1577

P.O. No.	Terms

Item	Quantity	Description	Rate	Amount
Ditch Mgmt		Ditch Management Services Per Contract for the Month of June	2,085.00	2,085.00
Please remit payment to: Whitney Irrigation Company C/O Judy Firestien 30951 Weld County Road 27 Greeley, CO 80631				
			Total Due	\$2,085.00

WHITNEY

IRRIGATION COMPANY

30951 Weld County Road 27
Greeley Colorado 80631

Phone 970 666 2338

Invoice

Bill To
Kern Reservoir & Ditch Company Attn: Wade Willis 301 Walnut Street Windsor, CO 80550

Date	Invoice No
8/6/2018	1578

P.O. No.	Terms

Item	Quantity	Description	Rate	Amount
Ditch Mgmt		Ditch Management Services Per Contract for the Month of July	2,085.00	2,085.00
Please remit payment to: Whitney Irrigation Company C/O Judy Firestien 30951 Weld County Road 27 Greeley, CO 80631				
			Total Due	\$2,085.00



clearWATERsolutions
water rights • planning • engineering

Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number **5567**
Date 07/05/2018

Project **12-120 KERN/WCSD RE-4
AUGMENTATION PLAN 2018**

Billing Period: 06/04/18 – 07/01/18

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A: Kern Reservoir & Ditch Co - 06-484-6253-605

- Check space in Kern
- Email correspondence with W. Willis regarding Kern void fill
- Coordinate Kyger releases with W. Willis
- Email correspondence with W. Willis regarding voice message from D. Trowbridge and Loudon for June
- Telephone correspondence with T. Bottini and K. Remmenga regarding running Loudon for June
- Email correspondence with D. Trowbridge regarding accounting and 2017 number that he requested
- Email correspondence with W. Willis regarding free river in Kern/Kyger
- Coordinate weekend augmentation with W. Willis
- Complete and submit May 2018 accounting
- Email July augmentation obligation amount to W. Willis
- Telephone correspondence with W. Willis regarding Boardwalk well overpump
- Email correspondence with W. Willis regarding Boardwalk well pumping for May and June
- Email correspondence with Water Commissioner, D. Trowbridge and W. Willis regarding May accounting data needed
- Input WCSD well use into operational model
- Email May release number to FRE
- Email State regarding status of accounting
- Update river call spreadsheet

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description	Current Billed
KERN RESERVOIR & DITCH COMPANY	
A KERN RESERVOIR & DITCH COMPANY	2,657.50
KERN REIMBURSABLE EXPENSES	0.00
Subtotal	2,657.50
Total	2,657.50



clearWATERsolutions
water rights • planning • engineering

Clear Water Solutions
8010 South County Road 5
Suite 105
Windsor, CO 80528
970-223-3706

Kern Reservoir & Ditch Co
301 Walnut Street
Windsor, CO 80550

Invoice number **5589**
Date 08/08/2018

Project **12-120 KERN/WCSD RE-4
AUGMENTATION PLAN 2018**

Billing Period: 07/02/18 – 08/05/18

A detail of the value provided by Clear Water Solutions, Inc. during this billing period is as follows:

Phase A: Kern Reservoir & Ditch Company - 06-484-6253-605

- Review accounting
- Update river call spreadsheet
- Determine amounts that need to be released from Kern/Kyger for remainder of July
- Email correspondence with Wade regarding Loudon releases as of July 7, 2018
- Review correspondence with Loudon Delivery and calls
- Conference call with Wade, John and Brad regarding Water Valley Agreement
- Review email regarding Water Valley Allocation
- Telephone correspondence to leave message for D. Brown regarding Boardwalk well and Water Valley obligations
- Telephone correspondence to leave message for Wade regarding Boardwalk well and Water Valley obligations
- Telephone correspondence with W. Willis regarding Kyger releases for July due to shortage for WCSD
- Email correspondence with Wade regarding CBT from School District
- Telephone correspondence with Wade and Travis Bottini regarding NPIC transfer of CBT to Windsor
- June accounting
- Add School District readings to Kern Operational model
- Address well meter reading issues with Wade
- Email Wade regarding August augmentation obligations

Please do not hesitate to contact us with any questions regarding this invoice or your project.

Invoice Summary

Description	Current Billed
KERN RESERVOIR & DITCH COMPANY	
A KERN RESERVOIR & DITCH COMPANY	5,825.00
KERN REIMBURSABLE EXPENSES	0.00
Subtotal	5,825.00
Total	5,825.00