

**Water Supply Reserve Fund
Water Activity Summary Sheet
July 21-22, 2021
Agenda Item 16(c)**

Applicant & Grantee: Owl Mountain Partnership

Water Activity Name: Jackson County Irrigation Infrastructure Improvement Project

Water Activity Purpose: Agricultural, Nonconsumptive (Environmental & Recreational) - Implementation

County: Jackson County

Drainage Basin: North Platte Basin

Water Source: Arapaho Creek, Chedsey Creek, Little Grizzly Creek & Michigan River

Amount Requested: \$320,537 North Platte Basin Account
\$320,537 Total Request

Matching Funds: **Basin Account Match = \$150,136 (cash)**

- 31.9% of Total Project Cost (meets 25% min)

Staff Recommendation:
Staff recommends approval of up to \$320,537 from the North Platte Basin Account to help fund the project: Jackson County Irrigation Infrastructure Improvement Project

Water Activity Summary: If approved, the applicant would use WSRF to fund the replacement of: the existing head gate and measuring device on the 969 Ditch; the existing head gate, an old dilapidated check structure and turnout on the Chapman Ditch and Staples Ditch; an old dilapidated check structure on the Squibob Ditch, the Antelope Ditch; an old dilapidated measuring device that currently exists on the Antelope Ditch.

WSRF funds would also fund the installation of new measuring devices on the Nairin Ditch, the Darling Ditch and the installation of a new check structure and turnout on the Willow Ditch.

These structures address both agricultural and environmental water needs in a cost effective and collaborative way, while providing irrigation water to multiple individuals that irrigate over 3,515 acres of hay and pasture land in Jackson County. The irrigation water also creates irrigation induced wetlands and riparian areas that provide habitat for many wildlife species as well as multiple recreational opportunities.

The applicant states this proposal will result in: an estimated 10% efficiency savings in the control and use of the 293 cfs that is utilized for irrigation purposes and approximately 4,000 acres of preserved habitat.

Discussion: This project is in alignment with Colorado Water Plan and the North Platte Basin Implementation Plan goals and objectives to continue to restore, maintain, and modernize critical water infrastructure to preserve current uses and increase efficiencies.

Issues/Additional Needs: No issues or additional needs have been identified.

Eligibility Requirements: The application meets requirements of all eligibility components.

Evaluation Criteria: Staff has determined this activity satisfies the Evaluation Criteria.

Funding Sources/Match	Cash	In-Kind	Total	Status
NRCS	\$104,597	\$0	\$104,597	Secured
Evans Cattle Company, LLC	\$10,478	\$0	\$10,478	Secured
Eagle's Wing Ranch	\$19,285	\$0	\$19,285	Secured
Baller Ranch, LLC	\$2,503	\$0	\$2,503	Secured
Munk Ranch	\$10,038	\$0	\$10,038	Secured
Van Valkenburg Family, LLC	\$3,235	\$0	\$3,235	Secured
Sub-Total Matching Funds	\$150,136	\$0	\$150,136	
WSRF North Platte Basin Account	\$111,920	\$0	\$111,920	Secured
Total Project Costs	\$262,056	\$0	\$262,056	

CWCB Project Manager: Cole Bedford



Last Update: September 18, 2020

Colorado Water Conservation Board
Water Supply Reserve Fund
Grant Application

Instructions

All WSRF grant applications shall conform to the current [2020 WSRF Criteria and Guidelines](#).

To receive funding from the WSRF, a proposed water activity must be recommended for approval by a Roundtable(s) **AND** the approved by the Colorado Water Conservation Board (CWCB). The process for roundtable consideration and recommendation is outlined in the 2020 WSRF Criteria and Guidelines. The CWCB meets bimonthly.

If you have questions, please contact the WSRF Grant Program Manager (for all Roundtables) or your Roundtable Liaison:

Ben Wade
ben.wade@state.co.us
303-866-3441 x3238 (office)

Sam Stein
Sam.stein@state.co.us
303-866-3441(office)

WSRF Submittal Checklist (Required)

- YES NO This request was recommended for CWCB approval by the sponsoring roundtable.
- YES NO I have read and understand the [2020 WSRF Criteria and Guidelines](#).
- YES NO Grantee will be able to contract with CWCB using the [Standard Contract](#).¹

Application Documents included:

- YES NO Exhibit A: Statement of Work² (*Word – see Template*)
- YES NO Exhibit B: Budget & Schedule² (*Excel Spreadsheet – see Template*)
- YES NO Letters of Matching and/or Pending 3rd Party Commitments²
- YES NO Map²
- YES NO Photos/Drawings/Reports
- YES NO Letters of Support

Contracting Documents³

- YES NO Detailed/Itemized Budget³ (*Excel Spreadsheet – see Template*)
- YES NO Certificate of Insurance⁴ (*General, Auto, & Workers' Comp.*)
- YES NO Certificate of Good Standing⁽⁴⁾
- YES NO W-9 Form⁴
- YES NO Independent Contractor Form⁴ (*If applicant is individual, not company/organization*)
- YES NO Electronic Funds Transfer (ETF) Form⁴

¹Click "Grant Agreements". For reference only/do not fill out or submit/required for contracting

² Required with application if applicable.

³ Additional documentation providing a Detailed/Itemized Budget maybe required for contracting. Applicants are encouraged to coordinate with the CWCB Project Manager to determine specifics.

⁴ Required for contracting. While optional at the time of this application, submission can expedite contracting upon CWCB Board approval.



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Schedule		
CWCB Meeting	Application Submittal Dates	Type of Request
January	October 1	Basin Account
March	December 1	Basin/Statewide Account/Water Plan Grant Match ¹
May	February 1	Basin Account
July	April 1	Basin Account
September	June 1	Basin/Statewide Account
November	August 1	Basin Account

¹ If either the basin or statewide match includes matching funds from a pending Water Plant Grant, both must be submitted by December 1st deadline for March Board meeting review.

Water Activity Summary	
Name of Applicant	Owl Mountain Partnership
Name of Water Activity	Jackson County Irrigation Infrastructure Improvement Project
Approving Roundtable(s)	Basin Account Request(s) ¹
North Platte Basin Round Table	\$320,537.00
Basin Account Request Subtotal	\$320,537.00
Basin Account Request Subtotal Approved by Roundtable	\$320,537.00
Statewide Account Request ⁽¹⁾	\$0.00
Total WSRF Funds Requested (Basin & Statewide)	\$320,537.00
Total Project Costs	\$470,673.00

¹ Please indicate the amount recommended for approval by the Roundtable(s)



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Grantee and Applicant Information	
Name of Grantee(s)	Owl Mountain Partnership (OMP)
Mailing Address	P.O. Box 737; Walden, CO 80480
FEIN	20-1481796
Grantee's Organization Contact¹	Pat VanValkenburg
Position/Title	Co-Chairman
Email	Pvan661@yahoo.com
Phone	(H) 970-723-4774 (C) 970-846-5153
Grant Management Contact²	Debbie Alpe/Kendall Ray
Position/Title	Administrators
Email	Debbie Alpe: mdalpe@centurytel.net Kendall Ray: Silverbergs4@gmail.com Cc: Debby Heeney: debby.heeney@usda.gov
Phone	Debbie Alpe: 970-846-1719 Kendall Ray 970-219-2560
Name of Applicant (if different than grantee)	
Mailing Address	
Position/Title	
Email	
Phone	

¹ Person with signatory authority

² Person responsible for creating reimbursement invoices (Invoice for Services) and corresponding with CWCB staff.

Description of Grantee
Provide a brief description of the grantee's organization (100 words or less).
<p>The Owl Mountain Partnership (OMP) formed in 1993 as an offshoot of the Colorado Division of Wildlife's Habitat Partnership Program. Their overall mission is based on the five fundamentals of ecosystem management and is "to serve the economic, cultural, and social needs of the community, while developing adaptive long-term landscaped management programs, policies, and practices that ensure ecosystem sustainability." The partnership's steering committee consists of both private landowners, and federal and state agency personnel. OMP is a registered, non-profit corporation in the state of Colorado. This allows the partnership to receive monies from federal, state and private entities.</p>



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Type of Eligible Entity (check one)	
	Public (Government): municipalities, enterprises, counties, and State of Colorado agencies. Federal agencies are encouraged to work with local entities. Federal agencies are eligible, but only if they can make a compelling case for why a local partner cannot be the grant recipient.
	Public (Districts): authorities, Title 32/special districts (conservancy, conservation, and irrigation districts), and water activity enterprises
	Private Incorporated: mutual ditch companies, homeowners associations, corporations
	Private Individuals, Partnerships, and Sole Proprietors: are eligible for funding from the Basin Accounts but not for funding from the Statewide Account.
X	Non-governmental organizations: broadly, any organization that is not part of the government
	Covered Entity: as defined in Section 37-60-126 Colorado Revised Statutes

Type of Water Activity (check one)	
	Study
X	Implementation

Category of Water Activity (check all that apply)	
X	Nonconsumptive (Environmental)
X	Nonconsumptive (Recreational)
X	Agricultural
	Municipal/Industrial
	Needs Assessment
	Education & Outreach
	Other
	Explain:

Location of Water Activity	
Please provide the general county and coordinates of the proposed activity below in decimal degrees . The Applicant shall also provide, in Exhibit C, a site map if applicable.	
County/Counties	Jackson
Latitude	**Refernece: the attached Project Location Map for structure locations on each ditch
Longitude	**Refernece: the attached Project Location Map for structure locations on each ditch



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Water Activity Overview

Please provide a summary of the proposed water activity (200 words or less). Include a description of the activity and what the WSRF funding will be used for specifically (e.g. studies, permitting, construction). Provide a description of the water supply source to be utilized or the water body affected by the activity. Include details such as acres under irrigation, types of crops irrigated, number of residential and commercial taps, length of ditch improvements, length of pipe installed, area of habitat improvements. If this project addresses multiple purposes or spans multiple basins, please explain.

The Applicant shall also provide, in Exhibit A, a detailed Statement of Work, Budget, and Schedule.

The Owl Mountain Partnership proposes to install and/or replace the following water control structures.

1. Replace an old, dilapidated existing headgate and measuring device that currently exists on the 969 Ditch.
2. Replace an old, dilapidated existing headgate that currently exists on the Chapman Ditch.
3. Replace an old dilapidated check structure and turnout that currently exists on the Chapman Ditch.
4. Replace an old dilapidated check structure that currently exists on the Squibob Ditch.
5. Replace an old dilapidated check structure and turnout that currently exists on the Antelope Ditch.
6. Replace an old dilapidated measuring device that currently exists on the Antelope Ditch.
7. Install a new measuring device on the Nairin Ditch.
8. Install a new measuring device on the Darling Ditch.
9. Install a new check structure and turnout on the Willow Ditch.
10. Replace an old dilapidated check structure and turnout that currently exists on the Staples Ditch.
11. Owl Mountain Partnership will provide Project Management duties for this grant project.

Five percent of the money requested from the North Platte Basin Roundtable will be used for project management conducted by Owl Mountain Partnership. The remaining dollars requested will go directly toward materials and installation costs.

These structures address both agricultural and environmental water needs in a cost effective and collaborative way, while providing irrigation water to multiple individuals that irrigate over 3515 acres of hay and pasture land in Jackson County. The irrigation water also creates irrigation induced wetlands and riparian areas that provide habitat for many wildlife species as well as multiple recreational opportunities.

Ninety-five percent of the requested WSRA funds will be used in the actual construction and installation of these shovel ready structures. The remaining five percent of the requested funds will be used for the clerical/administration costs associated with the project.



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Measurable Results	
To catalog measurable results achieved with WSRF funds please provide any of the following values.	
Na	New Storage Created (acre-feet)
Na	New Annual Water Supplies Developed or Conserved (acre-feet), Consumptive or Nonconsumptive
Na	Existing Storage Preserved or Enhanced (acre-feet)
Na	Length of Stream Restored or Protected (linear feet)
Estimated 10% efficiency savings in the control and use of the 293 cfs that is utilized for irrigation purposes.	Efficiency Savings (indicate acre-feet/year OR dollars/year)
Approximately 4000 acres	Area of Restored or Preserved Habitat (acres)
Na	Length of Pipe/Canal Built or Improved (linear feet)
Na	Other Explain:



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Water Activity Justification

Provide a description of how this water activity supports the goals of [Colorado's Water Plan](#), the most recent [Statewide Water Supply Initiative](#), and the respective [roundtable Basin Implementation Plan and Education Action Plan](#) ⁽¹⁾. The Applicant is required to reference specific needs, goals, themes, or Identified Projects and Processes (IPPs), including citations (e.g. document, chapters, sections, or page numbers).

For applications that include a request for funds from the Statewide Account, the proposed water activity shall be evaluated based upon how well the proposal conforms to Colorado's Water Plan criteria for state support (CWP, Section 9.4, pp. 9-43 to 9-44;) (Also listed pp. 4-5 in [2020 WSRF Criteria and Guidelines](#)).

Colorado's Water Plan (CWP) aims to close the gap between projected supply and demand in each basin, while also addressing the effects of a changing climate on our water resources (CWP 2019, pg. 1). In effort to support the goals of CWP, one of the goals for the North Platte Basin (NPB) is to continue to restore, maintain, and modernize critical water infrastructure to preserve current uses and increase efficiencies (NPBIP 2015, pg. 2; CWP 2019, pg. 109). In effort to meet this goal, the NPB seeks to identify specific locations where infrastructure requires improvement or replacement to preserve or maximize existing uses (NPBIP 2015, pg. 21; CWP 2019, pg. 109-113).

The North Platte BIP identifies parcels of historically irrigated or potentially irrigable land that may be irrigated in the future if infrastructure improvements are made and water rights secured. Altogether, the North Platte BIP identified seven planned agricultural development projects throughout the basin that totalled a potential increase of 10,576 irrigable acres (CWP 2019, pg. 112). These additional irrigable acres will increase agricultural diversion demand in the future. Although some technology improvements may occur, climate impacts will serve to increase the agricultural gap by 8 to 16 percent. Annual agricultural gaps can vary significantly and are more pronounced in dry years (CWP 2019, pg. 116). The Owl Mountain Partnership has identified multiple sites for infrastructure improvement and is proposing to: install and/or replace four water control structures if awarded this grant funding.

In many cases restoration or modernization efforts serve to address multiple purposes, such as improved diversion reliability and accuracy, lower maintenance costs, the potential addition of hydropower generation, and improved fish passage (NPBIP 2015, pg.21). Each of the proposed structures is critical in maintaining the delivery of existing irrigation water to storage and/or currently irrigated land. Complete failure of these structures will result in decreased irrigation efficiency and irrigated acreage within the watershed. Replacing and/or installing new structures will allow the water users to safely, more effectively and more efficiently control and regulate the amount of water in each of their associated ditches.

The North Platte Basin includes about 0.02 percent of the statewide population. Between the years 2015 and 2050, it is projected to change from approximately 1,400 to between 1,100 and 1,500 people in the low and high growth projections, respectively. This ranges from a 22 percent decrease in population to an increase of 8 percent (CWP 2019, pg. 113). With a potential increase of 10,576 irrigable acres recognized, investing in irrigation efficiency improvements is necessary for NPB agriculture now and into the future. Installing these improved structures will not only help to maintain our current agriculture economic base, but they will help to meet the identified consumptive need of increasing irrigated acres and storage within the county. Improved water efficiency and control is a benefit to all consumptive and associated non-consumptive uses of irrigation water.

Another one of the NPB goals is to maintain healthy rivers and wetlands through the strategic implementation of projects that meet prioritized non-consumptive needs (NPBIP 2015, pg. 2; CWP 2019, pg. 109). Healthy rivers have always been a critical component to the economy and way of life in the NPB.



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Water Activity Justification

The North Platte Basin Implementation Plan and the Colorado Water Plan address the integral relationship between the consumptive and non-consumptive benefits. The NPB Roundtable stands to build on their prioritization of non-consumptive water needs by further focusing on water project efforts. The proposed structures address both the consumptive and non-consumptive water needs in a cost-effective and collaborative way. In addition to irrigating the highly valuable hayland, the irrigation water also creates irrigation-induced wetland and riparian areas that provide habitat for many species of big game, migratory waterfowl, Sandhill Cranes and Greater Sage Grouse. The ditches, wetlands and riparian areas improved through irrigation water structure improvement projects also enhance outdoor recreational opportunities for locals and visitors who enjoy hunting and watching wildlife in Jackson County. (NPBIP 2015, Section 2.4, pg. 36; CWP 2019, Section 4.6, pg. 109)

Literature Cited:

North Platte Basin Implementation Plan (NPBIP) 2015

Analysis and Technical Update to the Colorado's Water Plan (CWP). 2019. Available at <https://www.colorado.gov/pacific/cowaterplan/analysis-and-technical-update>

¹ Access Basin Implementation Plans or Education Action Plans from Basin drop down menu.



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Matching Requirements: Basin Account Requests

Basin (only) Account grant requests require a 25% match (cash and/or in-kind) from the Applicant or 3rd party and shall be accompanied by a **letter of commitment** as described in the [2020 WSRF Criteria and Guidelines](#) (submitted on the contributing entity's letterhead). Attach additional sheet if necessary.

Contributing Entity	Amount and Form of Match (note cash or in-kind)
NRCS Contribution	\$104,597.00 (cash)
Evans Cattle Co., LLC	\$ 10,478.00 (cash)
Eagle's Wing Ranch	\$ 7,980.00 (cash)
Eagle's Wing Ranch	\$11,305.00 (cash)
Baller Ranch, LLC	\$ 2,503.00 (cash)
Munk Ranch	\$ 1,952.00 (cash)
Munk Ranch	\$ 2,802.00 (cash)
Munk Ranch	\$ 2,672.00 (cash)
Munk Ranch	\$ 2,612.00 (cash)
Van Valkenburg Family, LLC	\$ 1,468.00 (cash)
Van Valkenburg Family, LLC	\$ 1,767.00 (cash)
Total Match	\$150,136.00 (cash)
If you requested a Waiver to the Basin Account matching requirements, indicate the percentage you wish waived.	

Matching Requirements: Statewide Account Requests

Statewide Account grant requests require a 50% match as described in the [2020 WSRF Criteria and Guidelines](#). At least of 10% of the required Statewide Account Grant request match shall be cash from Basin Account funds whether that is from one or multiple basins; and the remaining 40% of the required match may be provided from any source, including other grants, cash from the Basin Account, or any combination of cash, in-kind services, or in-kind materials. and shall be accompanied by a **letter of commitment**. Attach additional sheet if necessary.

Contributing Entity	Amount and Form of Match (note cash or in-kind):
na	na



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Previous CWCB Grants

Applicant Name: Owl Mountain Partnership
Water Activity Name: Jackson County Water Structure Improvement Project (3)
Approving RT: North Platte Basin RT
CWCB board meeting date: September 17, 2020
Contract Number or Purchase Order: POGG1,PDAA,202100002329

Tax Payer Bill of Rights

The Tax Payer Bill of Rights (TABOR) may limit the amount of grant money an entity can receive. Please describe any relevant TABOR issues that may affect the applicant.

Although the Owl Mountain Partnership is subject to the Tabor Act, it will not exceed the permitted acceptable funds limits during the life of the WSRF monies

March 24, 2021

Mr. Ben Wade

CWCB

Water Supply Planning Section

Ben,

The North Platte Basin Roundtable voted to approve Owl Mountain Partnerships' application to fund the installation of 11 head gates and measuring devices in eight ditches for the amount of \$320,537, to come from the North Platte Basin Account funds. The application received ten votes in support, two members recused themselves and one member voted 'No' stating that thirteen days was not sufficient time to review the proposal.

This project is in alignment with Water Plan and BIP goals and objectives and will improve the irrigated acres per a Supreme Court decree.

If you have any questions please call me at 970-723-4498.

Sincerely,

Ty Wattenberg

North Platte Basin Roundtable Chair

Evans Cattle Co., LLC

3605 Jackson County Rd 26
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203
Attn: Water Supply Reserve Fund – Ben Wade, Project Manager
Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Evans Cattle Co., LLC and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the 969 ditch headgate and flume project in the form of cash.

- Evans Cattle Co., LLC \$10,478.00
- NRCS \$31,333.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$104,780.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Evans Cattle Co., LLC as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,

*Evans Cattle Co LLC
by Blaine Evans*

Evans Cattle Co., LLC

CONSERVATION PROGRAM CONTRACT

Participant: EVANS CATTLE COMPANY LLC	Program and Contract Number: EQIP 2018 748B05200IR
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Lower Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- The participant(s) agree:
 - to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone EVANS CATTLE COMPANY LLC 3605 COUNTY ROAD 26A WALDEN, CO 80430	SSN or TAX ID if applicable *****2328
Signature EVANS CATTLE COMPANY LLC	Payment Shares 100.00%
Date 6/29/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$27,565	\$0	\$8,891								\$36,456
										\$36,456

* 969 DITCH
 HEADGATE & FLUME

- \$5,123.⁰⁰
 (FOR OTHER PRACTICES)

 \$31,333.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: EVANS CATTLE COMPANY LLC	Program and Contract Number: EQIP 2018 748B05200IR
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required. Date: 6/18/2020	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> USDA electronic signature; manual signature not required. Date: 7/17/2020
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PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.
 This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

USDA is an equal opportunity provider, employer and lender.

Eagle's Wing Ranch

6742 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203

Attn: Water Supply Reserve Fund – Ben Wade, Project Manager

Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Eagle's Wing Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Chapman ditch headgate project in the form of cash.

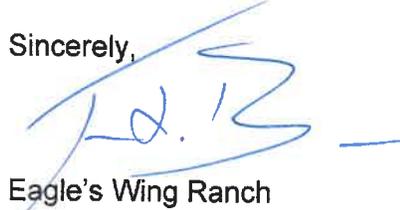
- Eagle's Wing Ranch \$7,980.00
- NRCS \$16,978.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$79,800.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Eagle's Wing Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Eagle's Wing Ranch

CONSERVATION PROGRAM CONTRACT

Participant: EAGLE S WING RANCH LLC	Program and Contract Number: EQIP 2018 748B05200IZ
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- The participant(s) agree:
 - to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone EAGLE S WING RANCH LLC 2770 ARAPAHOE RD STE 132 LAFAYETTE, CO 80026	SSN or TAX ID if applicable *****9549
Signature EAGLE S WING RANCH LLC	Payment Shares 100.00%
Date 7/1/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022	2023							Total
\$1,214	\$42,163	\$5,638	\$5,638							\$54,653
										\$54,653

* CHAPMAN DITCH
 HEADGATE

- \$37,675
 (FOR OTHER PRACTICES)

\$16,978.00

CONSERVATION PROGRAM CONTRACT

Participant: EAGLE S WING RANCH LLC	Program and Contract Number: EQIP 2018 748B05200IZ
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required.	Contract Obligation <p style="text-align: center;">ELIZABETH WITH</p> USDA electronic signature; manual signature not required.
Date: 6/12/2020	Date: 7/21/2020

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

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Eagle's Wing Ranch

6742 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203

Attn: Water Supply Reserve Fund – Ben Wade, Project Manager

Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Eagle's Wing Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Chapman ditch check structure/turnout project in the form of cash.

- Eagle's Wing Ranch \$11,305.00
- NRCS \$25,425.72

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$113,050.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final project cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Eagle's Wing Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,

Eagle's Wing Ranch

CONSERVATION PROGRAM CONTRACT

Participant: EAGLE S WING RANCH LLC	Program and Contract Number: EQIP 2018 748B05200IZ
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone EAGLE S WING RANCH LLC 2770 ARAPAHOE RD STE 132 LAFAYETTE, CO 80026	SSN or TAX ID if applicable *****9549
Signature EAGLE S WING RANCH LLC	Payment Shares 100.00%
Date 7/1/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022	2023							Total
\$1,214	\$42,163	\$5,638	\$5,638							\$54,653
										\$54,653

* CHAPMAN DITCH
CHECK/TURNOUT

- \$29,227.28
(FOR OTHER PRACTICES)

\$25,425.72

CONSERVATION PROGRAM CONTRACT

Participant: EAGLE S WING RANCH LLC	Program and Contract Number: EQIP 2018 748B05200IZ
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6. NRCS APPROVING OFFICIALS

Application Approval DEBBI HEENEY USDA electronic signature; manual signature not required. Date: 6/12/2020	Contract Obligation ELIZABETH WITH USDA electronic signature; manual signature not required. Date: 7/21/2020
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PRIVACY ACT STATEMENT

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Baller Ranch, LLC

48725 Hwy 14
Walden, CO 80480

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203
Attn: Water Supply Reserve Fund – Ben Wade, Project Manager
Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Baller Ranch, LLC and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Squibob ditch check structure project in the form of cash.

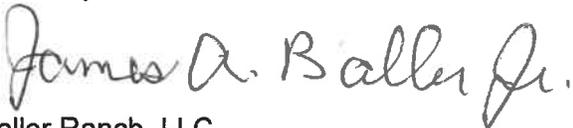
- Baller Ranch, LLC \$2,503.00
- NRCS \$4,805.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project. The project is estimated to be \$25,030.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Baller Ranch, LLC as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Baller Ranch, LLC

CONSERVATION PROGRAM CONTRACT

Participant: BALLER RANCH LLC	Program and Contract Number: EQIP 2018 748B05200V2
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Upper Michigan River	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2021

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone BALLER RANCH LLC PO BOX 157 WALDEN, CO 80480 (970) 723-4539	SSN or TAX ID if applicable *****0769
Signature <p style="text-align: center;">BALLER RANCH LLC</p>	Payment Shares 100.00%
Date <p style="text-align: center;">7/13/2020</p>	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021									Total
\$91	\$4,805									\$4,896
										\$4,896

* SQUIBOB DITCH
CHECK & TURNOUTS

- \$91.00 for
(FOR OTHER PRACTICES)

\$4,805.00

CONSERVATION PROGRAM CONTRACT

Participant: BALLER RANCH LLC	Program and Contract Number: EQIP 2018 748B05200V2
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required.	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> USDA electronic signature; manual signature not required.
Date: 6/17/2020	Date: 7/17/2020

PRIVACY ACT STATEMENT

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Munk Ranch

6398 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203

Attn: Water Supply Reserve Fund – Ben Wade, Project Manager

Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Munk Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Antelope ditch check structure/turnout project in the form of cash.

- Munk Ranch \$1,952.00
- NRCS \$6,991.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$19,520.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Munk Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Munk Ranch

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
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- The participant(s) agree:
 - to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone NORMAN MUNK TRUST 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1505
Signature NORMAN MUNK TRUST	Payment Shares 100.00%
Date 6/30/2020	
Signature required for modifications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature acceptable for payments <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$131	\$20,368	\$8,922								\$29,421
										\$29,421

* ANTELOPE DITCH
CHECK

- \$22,430.⁰⁰
(FOR OTHER PRACTICES)

\$6,991.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> <p style="text-align: center;">USDA electronic signature; manual signature not required.</p> <p>Date: 6/17/2020</p>	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> <p style="text-align: center;">USDA electronic signature; manual signature not required.</p> <p>Date: 7/17/2020</p>
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4. CONTRACT PARTICIPANTS (continued)

Name, Address, Telephone APRIL COCHRANE 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1461
Signature <p style="text-align: center;">APRIL COCHRANE</p> <p style="text-align: center;">USDA electronic signature generated from ProTracts; manual signature on file</p> <p>Date 6/30/2020</p>	Payment Shares 0.00%
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PRIVACY ACT STATEMENT

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CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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Munk Ranch
6398 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203
Attn: Water Supply Reserve Fund – Ben Wade, Project Manager
Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Munk Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Antelope ditch flume project in the form of cash.

- Munk Ranch \$2,802.00
- NRCS \$5,466.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$28,020.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Munk Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Munk Ranch

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
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 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
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4. CONTRACT PARTICIPANTS

Name, Address, Telephone NORMAN MUNK TRUST 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1505
Signature NORMAN MUNK TRUST	Payment Shares 100.00%
Date 6/30/2020	
Signature required for modifications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature acceptable for payments <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$131	\$20,368	\$8,922								\$29,421
										\$29,421

* ANTELOPE DITCH
FLUME

- \$23,955.⁰⁰
(FOR OTHER PRACTICES)

\$5,466.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required. Date: 6/17/2020	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> USDA electronic signature; manual signature not required. Date: 7/17/2020
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4. CONTRACT PARTICIPANTS (continued)

Name, Address, Telephone APRIL COCHRANE 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1461
Signature <p style="text-align: center;">APRIL COCHRANE</p> USDA electronic signature generated from ProTracts; manual signature on file Date: 6/30/2020	Payment Shares 0.00%
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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USDA is an equal opportunity provider, employer and lender.

Munk Ranch
6398 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203
Attn: Water Supply Reserve Fund – Ben Wade, Project Manager
Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Munk Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Nairin ditch flume project in the form of cash.

- Munk Ranch \$2,672.00
- NRCS \$4,923.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$26,720.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Munk Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Munk Ranch

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone NORMAN MUNK TRUST 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1505
Signature NORMAN MUNK TRUST	Payment Shares 100.00%
Date 6/30/2020	
Signature required for modifications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature acceptable for payments <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$131	\$20,368	\$8,922								\$29,421
										\$29,421

*NAIRIN DITCH
 FLUME

- \$24,498.00
 (FOR OTHER PRACTICES)

 \$4,923.00

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required. Date: 6/17/2020	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> USDA electronic signature; manual signature not required. Date: 7/17/2020
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4. CONTRACT PARTICIPANTS (continued)

Name, Address, Telephone APRIL COCHRANE 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1461
Signature <p style="text-align: center;">APRIL COCHRANE</p> USDA electronic signature generated from ProTracts; manual signature on file Date: 6/30/2020	Payment Shares 0.00%
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NONDISCRIMINATION STATEMENT

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CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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USDA is an equal opportunity provider, employer and lender.

Munk Ranch
6398 Jackson County Rd 24
Coalmont, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203

Attn: Water Supply Reserve Fund – Ben Wade, Project Manager

Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Munk Ranch and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Darling ditch flume project in the form of cash.

- Munk Ranch \$2,612.00
- NRCS \$2,988.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$26,120.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Munk Ranch as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Munk Ranch

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Chedsey Creek-Little Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2023

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone NORMAN MUNK TRUST 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1505
Signature <p style="text-align: center;">NORMAN MUNK TRUST</p>	Payment Shares 100.00%
Date <p style="text-align: center;">6/30/2020</p>	
Signature required for modifications <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Signature acceptable for payments <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$131	\$20,368	\$8,922								\$29,421
										\$29,421

* DARLING
DITCH
FLUME

- \$26,433.⁰⁰
(FOR OTHER PRACTICES)

\$ 2,988.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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6. NRCS APPROVING OFFICIALS

Application Approval <p style="text-align: center;">DEBBI HEENEY</p> USDA electronic signature; manual signature not required. Date: 6/17/2020	Contract Obligation <p style="text-align: center;">JAMES SPERRY</p> USDA electronic signature; manual signature not required. Date: 7/17/2020
---	--

4. CONTRACT PARTICIPANTS (continued)

Name, Address, Telephone APRIL COCHRANE 6398 COUNTY ROAD 24 UNIT 2 COALMONT, CO 80430 (970) 761-0780	SSN or TAX ID if applicable *****1461
Signature <p style="text-align: center;">APRIL COCHRANE</p> USDA electronic signature generated from ProTracts; manual signature on file Date: 6/30/2020	Payment Shares 0.00%
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PRIVACY ACT STATEMENT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C 522a). Furnishing this information is voluntary; however failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other state or federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal. This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

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CONSERVATION PROGRAM CONTRACT

Participant: NORMAN MUNK TRUST	Program and Contract Number: EQIP 2018 748B0520017
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USDA is an equal opportunity provider, employer and lender.

Van Valkenburg Family, LLC

11453 Hwy 14
Walden, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203

Attn: Water Supply Reserve Fund – Ben Wade, Project Manager

Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Van Valkenburg Family, LLC and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Willow ditch check structure/turnout project in the form of cash.

- Van Valkenburg Family, LLC \$1,468.00
- NRCS \$2,376.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$14,680.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Van Valkenburg Family, LLC as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,



Van Valkenburg Family, LLC

CONSERVATION PROGRAM CONTRACT

Participant: VANVALKENBURG FAMILY LLC	Program and Contract Number: EQIP 2018 748B0520092
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Upper Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2022

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
- This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
- The participant(s) agree:
 - to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone VANVALKENBURG FAMILY LLC 11453 HIGHWAY 14 WALDEN, CO 80430	SSN or TAX ID if applicable *****3390
Signature VANVALKENBURG FAMILY LLC	Payment Shares 100.00%
Date 7/28/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$211	\$5,687	\$1,920								\$7,818
										\$7,818

* WILLOW DITCH
 CHECK &
 TURNOUT

- \$5,442.⁰⁰
 (FOR OTHER PRACTICES)

 \$2,376.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: VANVALKENBURG FAMILY LLC	Program and Contract Number: EQIP 2018 748B0520092
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Upper Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2022

1. The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
2. This agreement is comprised of this Conservation Program Contract form NRCS-CPA-1202. The NRCS-CPA-1202 Appendix and the NRCS-CPA-1155 Plan Schedule of Operations and plan map are hereby fully incorporated into this document and are binding upon the participant(s). The NRCS-CPA-1155 may be modified through execution of a Modification form (NRCS-CPA-1156) by both NRCS and the participant and becomes a part of the contract when both parties have agreed to and signed the Modification.
3. The participant(s) agree:
 - A) to implement and maintain conservation practices for the life of this agreement in compliance with the plan or schedule of operations and in accordance with the standards, specifications, and other special program criteria obtained from NRCS;
 - B) to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - C) to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone VANVALKENBURG FAMILY LLC 11453 HIGHWAY 14 WALDEN, CO 80430	SSN or TAX ID if applicable *****3390
Signature <p style="text-align: center;">VANVALKENBURG FAMILY LLC</p>	Payment Shares 100.00%
Date 7/28/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022									Total
\$211	\$5,687	\$1,920									\$7,818
											\$7,818

Van Valkenburg Family, LLC

11453 Hwy 14
Walden, CO 80430

February 24, 2021

Colorado Water Conservation Board
1313 Sherman St. Room 721
Denver, CO. 80203
Attn: Water Supply Reserve Fund – Ben Wade
Re: Owl Mountain Partnership's Jackson County Water Structure Improvement Project (4)

DEAR COLORADO WATER CONSERVATION BOARD,

Van Valkenburg Family, LLC and the Natural Resources Conservation Service (NRCS) will be contributing the following matching dollars toward the Staples ditch check structure/turnout project in the form of cash.

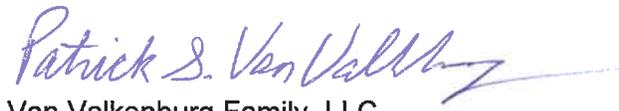
- Van Valkenburg Family, LLC \$1,767.00
- NRCS \$3,311.00

As the landowner and water right user, I am aware that my match above is an estimated amount, based on 10% of the total project cost. The project is estimated to be \$17,670.00. I understand that I am responsible for any cost over-rides and differences between the estimated amount above and the final cost.

Attached is a copy of the Conservation Program Contract Agreement between NRCS and Van Valkenburg Family, LLC as proof of their contribution toward the project.

Thank you for your assistance with the costs of this conservation practice.

Sincerely,


Van Valkenburg Family, LLC

CONSERVATION PROGRAM CONTRACT

Participant: VANVALKENBURG FAMILY LLC	Program and Contract Number: EQIP 2018 748B0520092
County and State: JACKSON County, CO	Subaccount: TCP - High Mountain Flood Irrigation
Watershed: Upper Grizzly Creek	This agreement is effective on the date signed by the Natural Resources Conservation Service obligating official unless specified otherwise in the applicable Appendix and extends through 12/31/2022

- The undersigned participants enter into this contract with the Natural Resources Conservation Service (NRCS) to implement and/or maintain specific conservation practices, as set forth in the Conservation Plan Schedule of Operations (NRCS-CPA-1155) on the property as identified on the plan map. In consideration for the implementation and/or maintenance of the practices, the NRCS will make payments to the participant(s) in the amount(s) described in the Schedule of Operations as outlined in the Appendix.
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 - to forfeit further payments under this agreement and refund the United States, in amounts determined by NRCS, any payments received hereunder upon NRCS determination that participant(s) have violated the material terms of this agreement or accept such payment adjustments as NRCS may deem appropriate if NRCS decides that the participant's violation does not warrant termination of the agreement; and
 - to forfeit all rights to further payments under the agreement and refund to the United States, in amounts determined by NRCS, payments received hereunder if the subject land is transferred to a non-participant during the term of this agreement, unless the third party agrees to assume this agreement, and the NRCS consents to the modification.

4. CONTRACT PARTICIPANTS

Name, Address, Telephone VANVALKENBURG FAMILY LLC 11453 HIGHWAY 14 WALDEN, CO 80430	SSN or TAX ID if applicable *****3390
Signature VANVALKENBURG FAMILY LLC	Payment Shares 100.00%
Date 7/28/2020	
Signature required for modifications <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Signature acceptable for payments <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

5. CONTRACT OBLIGATIONS

2020	2021	2022								Total
\$211	\$5,687	\$1,920								\$7,818
										\$7,818

* STAPLES DITCH
 CHECK & TURNOUT

- \$4,507.⁰⁰
 (FOR OTHER PRACTICES)

 \$3,311.⁰⁰

CONSERVATION PROGRAM CONTRACT

Participant: VANVALKENBURG FAMILY LLC	Program and Contract Number: EQIP 2018 748B0520092
---	--

6. NRCS APPROVING OFFICIALS

Application Approval DEBBI HEENEY USDA electronic signature; manual signature not required. Date: 7/6/2020	Contract Obligation ELIZABETH WITH USDA electronic signature; manual signature not required. Date: 8/13/2020
--	--

PRIVACY ACT STATEMENT

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This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

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USDA is an equal opportunity provider, employer and lender.



Last Update: March 17, 2020

<https://cwcb.colorado.gov/>

Colorado Water Conservation Board	
Water Supply Reserve Fund	
<u>Exhibit A - Statement of Work</u>	
Date:	February 25, 2021
Water Activity Name:	Jackson County Irrigation Infrastructure Improvement Project
Grant Recipient:	Owl Mountain Partnership (OMP)
Funding Source:	CWCB: Water Supply Reserve Fund Other: Natural Resources Conservation Service (NRCS); Private Land Water Users
Water Activity Overview: (Please provide brief description of the proposed water activity (no more than 200 words). Include a description of the overall water activity and specifically what the WSRF funding will be used for. (PLEASE DEFINE ALL ACRONYMS).)	
<p><i>969 Ditch</i> Replace an old, dilapidated existing headgate and measuring device that currently exists on the 969 Ditch with a new NRCS approved headgate and measuring device.</p> <p><i>Chapman Ditch</i> Replace an old, dilapidated existing headgate that currently exists on the Chapman Ditch with a new NRCS approved headgate.</p> <p><i>Chapman Ditch</i> Replace an old dilapidated check structure and turnout that currently exists on the Chapman Ditch with a new NRCS approved check structure and turnout.</p> <p><i>Squibob Ditch</i> Replace an old dilapidated check structure that currently exists on the Chapman Ditch with a new NRCS approved check structure.</p> <p><i>Antelope Ditch</i> Replace an old dilapidated check structure and turnout that currently exists on the Antelope Ditch with a new NRCS approved check structure and turnout.</p> <p><i>Antelope Ditch</i> Replace an old dilapidated measuring device that currently exists on the Antelope Ditch with a new NRCS approved measuring device.</p> <p><i>Nairin Ditch</i> Install a new NRCS approved measuring device on the Nairin Ditch.</p> <p><i>Darling Ditch</i> Install a new NRCS approved measuring device on the Darling Ditch.</p> <p><i>Willow Ditch</i> Install a new NRCS approved check structure and turnout on the Willow Ditch.</p>	



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Staples Ditch

Replace an old dilapidated check structure and turnout that currently exists on the Staples Ditch with a new NRCS approved check structure and turnout.

Owl Mountain Partnership Project Management

Five percent of the money requested from the North Platte Basin Roundtable will be used for administration purposes, the remaining dollars requested will go directly toward materials and installation costs.

Objectives: (List the objectives of the project. (PLEASE DEFINE ACRONYMS)).

- To safely, effectively, and efficiently control and regulate irrigation water.
- To reduce irrigation water induced erosion and sediment movement.
- To improve irrigation water management.
- To create irrigation induced wetlands and riparian areas for wildlife habitat.



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 1 – 969 Ditch-Headgate and Measuring Device Construction</u>
Description of Task:
<p>Improvements to the 969 Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new headgate and measuring device.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS’s standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
Upon completion of Task 1, a fully functional headgate and measuring device will be installed as per NRCS’s delivered design and fully meeting NRCS’s standards and specifications.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 2 – Chapman Ditch-Headgate Construction</u>
Description of Task:
<p>Improvements to the Chapman Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new headgate.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structure is complete as per the NRCS engineered design and that they meet NRCS’s standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
Upon completion of Task 2, a fully functional headgate will be installed as per NRCS’s delivered design and fully meeting NRCS’s standards and specifications.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 3 – Chapman Ditch-Check Structure and Turnout Construction</u>
Description of Task:
<p>Improvements to the Chapman Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new check structure and turnout.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS’s standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
Upon completion of Task 3, a fully functional check structure and turnout will be installed as per NRCS’s delivered design and fully meeting NRCS’s standards and specifications.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 4 – Squibob Ditch-Check Structure Construction</u>
Description of Task:
<p>Improvements to the Squibob Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new check structure.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structure is complete as per the NRCS engineered design and that they meet NRCS’s standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
<p>Upon completion of Task 4, a fully functional check structure will be installed as per NRCS’s delivered design and fully meeting NRCS’s standards and specifications.</p>
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
<p>Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.</p>



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 5 -Antelope Ditch-Check Structure and Turnout Construction</u>
Description of Task:
<p>Improvements to the Antelope Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new check structure and turnout.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS's standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
<p>Upon completion of Task 5, a fully functional check structure and turnout will be installed as per NRCS's delivered design and fully meeting NRCS's standards and specifications.</p>
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
<p>Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.</p>



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 6 -Antelope Ditch-Measuring Device Construction</u>
Description of Task:
<p>Improvements to the Antelope Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new measuring device.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS's standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
<p>Upon completion of Task 6, a fully functional measuring device will be installed as per NRCS's delivered design and fully meeting NRCS's standards and specifications.</p>
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
<p>Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.</p>



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 7 -Nairin Ditch-Measuring Device Construction</u>
Description of Task:
<p>Improvements to the Nairin Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new measuring device.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structure is complete as per the NRCS engineered design and that they meet NRCS's standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
<p>Upon completion of Task 7, a fully functional measuring device will be installed as per NRCS's delivered design and fully meeting NRCS's standards and specifications.</p>
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
<p>Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.</p>



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 8 -Darling Ditch-Measuring Device Construction</u>
Description of Task:
<p>Improvements to the Darling Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new measuring device.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structure is complete as per the NRCS engineered design and that they meet NRCS's standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
Upon completion of Task 8, a fully functional measuring device will be installed as per NRCS's delivered design and fully meeting NRCS's standards and specifications.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 9 -Willow Ditch-Check Structure and Turnout</u>
Description of Task:
<p>Improvements to the Willow Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new check structure and turnout.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS's standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
<p>Upon completion of Task 9, a fully functional check structure and turnout will be installed as per NRCS's delivered design and fully meeting NRCS's standards and specifications.</p>
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
<p>Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.</p>



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 10 – Staples Ditch-Check Structure and Turnout</u>
Description of Task:
<p>Improvements to the Staples Ditch include:</p> <ul style="list-style-type: none"> • Installation of a new check structure and turnout.
Method/Procedure:
<p>Natural Resources Conservation Services (NRCS) will perform a site visit and determine if the structure was both needed and feasible. NRCS will also complete a survey and design for the structure and provide a set of plans to OMP, the landowner, and the selected contractor.</p> <p>The contractor will be responsible for completing the project in accordance with the NRCS approved plans and specifications. The contractor will determine actual construction means and methods and will supply all necessary equipment, tools, facilities, field offices, materials, supplies, labor, and other items necessary to complete the work. NRCS will be available for any questions regarding materials and/or installation.</p> <p>NRCS will perform a field visit to inspect and certify that the structures are complete as per the NRCS engineered design and that they meet NRCS’s standard and specifications.</p>
Grantee Deliverable: (Describe the deliverable the grantee expects from this task)
Upon completion of Task 10, a fully functional check structure and turnout will be installed as per NRCS’s delivered design and fully meeting NRCS’s standards and specifications.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task)
Owl Mountain Partnership will provide CWCB copies of: design and bid documents, construction documentation (periodic construction progress reports, change orders, meeting notes, and schedule summaries), as-constructed drawings, and evidence of the NRCS certification of the project.



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Tasks
Provide a detailed description of each task using the following format: (PLEASE DEFINE ACRONYMS)
<u>Task 11 -Owl Mountain Partnership Project Management</u>
Description of Task: Owl Mountain Partnership will provide management support including: grant reporting requirements, progress reports, compliance with insurance and other regulations, processing of invoices, and grant pay requests.
Method/Procedure: Owl Mountain Partnership will be the Project's point of contact for CWCB staff. OMP will perform site visits as needed, carryout the WSRF Grant's reporting requirements to CWCB, and manage budgets and reimbursement requests. Owl Mountain Partnership's administration fee will be charged at 5% of WSRF funds disbursed under Tasks 1-10.
Grantee Deliverable: (Describe the deliverable the grantee expects from this task) Upon completion of Task 11, Owl Mountain Partnership will have completed the requirements of the CWCB.
CWCB Deliverable: (Describe the deliverable the grantee will provide CWCB documenting the completion of this task) Owl Mountain Partnership will provide CWCB of copies of overall Progress Reports and the Final Report as described under Reporting Requirements section of this Statement of Work.



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Budget and Schedule

Exhibit B - Budget and Schedule: This Statement of Work shall be accompanied by a combined [Budget and Schedule](#) that reflects the Tasks identified in the Statement of Work and shall be submitted to CWCB in [excel format](#). A separate [excel formatted](#) Budget is required for engineering costs to include rate and unit costs.

Reporting Requirements

Progress Reports: The grantee shall provide the CWCB a progress report every 6 months, beginning from the date of issuance of a purchase order, or the execution of a contract. The progress report shall describe the status of the tasks identified in the statement of work, including a description of any major issues that have occurred and any corrective action taken to address these issues. The CWCB may withhold reimbursement until satisfactory progress reports have been submitted.

Final Report: At completion of the project, the grantee shall provide the CWCB a Final Report on the grantee's letterhead that:

- Summarizes the project and how the project was completed.
- Describes any obstacles encountered, and how these obstacles were overcome.
- Confirms that all matching commitments have been fulfilled.
- Includes photographs, summaries of meetings and engineering reports/designs.

Payments

Payment will be made based on actual expenditures, must include invoices for all work completed and must be on grantee's letterhead. The request for payment must include a description of the work accomplished by task, an estimate of the percent completion for individual tasks and the entire Project in relation to the percentage of budget spent, identification of any major issues, and proposed or implemented corrective actions.

The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of CWCB staff. Once the Final Report has been accepted, and final payment has been issued, the water activity and purchase order or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to CWCB within 90 days of the expiration of a purchase order or contract may be denied consideration for future funding of any type from CWCB.

Performance Requirements

Performance measures for this contract shall include the following:

(a) Performance standards and evaluation: Grantee will produce detailed deliverables for each task as specified. Grantee shall maintain receipts for all project expenses and documentation of the minimum in-kind contributions (if applicable) per the budget in Exhibit B. Per Grant Guidelines, the CWCB will pay out the last 10% of the budget when the final deliverable is completed to the satisfaction of CWCB staff. Once the final deliverable has been accepted, and final payment has been issued, the purchase order or grant will be closed without any further payment.

(b) Accountability: Per the Grant Guidelines full documentation of project progress must be submitted with each invoice for reimbursement. Grantee must confirm that all grant conditions have been complied with on each invoice. In addition, per the Grant Guidelines, Progress Reports must be submitted at least once every 6 months. A Final Report must be submitted and approved before final project payment.

(c) Monitoring Requirements: Grantee is responsible for ongoing monitoring of project progress per Exhibit A. Progress shall be detailed in each invoice and in each Progress Report, as detailed above. Additional inspections or field consultations will be arranged as may be necessary.

(d) Noncompliance Resolution: Payment will be withheld if grantee is not current on all grant conditions. Flagrant disregard for grant conditions will result in a stop work order and cancellation of the Grant Agreement.



COLORADO

Colorado Water Conservation Board

Department of Natural Resources

Colorado Water Conservation Board

Water Supply Reserve Fund

EXHIBIT B - BUDGET AND SCHEDULE - Direct & Indirect (Administrative) Costs

Date: February 25, 2021

Water Activity Name: Jackson County Irrigation Infrastructure Improvement Project

Grantee Name: Owl Mountain Partnership

<u>Task No.</u> ⁽¹⁾	<u>Description</u>	<u>Start Date</u> ⁽²⁾	<u>End Date</u>	<u>Matching Funds</u> (cash & in-kind) ⁽³⁾	<u>WSRF Funds</u> (Basin & Statewide combined) ⁽³⁾	<u>Total</u>
1	969 Ditch-Headgate and Measuring Device Construction	7/28/2021	12/31/2024	\$41,811.00	\$62,969.00	\$104,780
2	Chapman Ditch Headgate Construction	7/28/2021	12/31/2024	\$24,958.00	\$54,842.00	\$79,800
3	Chapman Ditch Check Structure and Turnout Construction	7/28/2021	12/31/2024	\$36,731.00	\$76,319.00	\$113,050
4	Squibob Ditch Check Structure Construction	7/28/2021	12/31/2024	\$7,308.00	\$17,722.00	\$25,030
5	Antelope Ditch Check Structure and Turnout Construction	7/28/2021	12/31/2024	\$8,943.00	\$10,577.00	\$19,520
6	Antelope Ditch Measuring Device Construction	7/28/2021	12/31/2024	\$8,268.00	\$19,752.00	\$28,020
7	Nairin Ditch Measuring Device Construction	7/28/2021	12/31/2024	\$7,595.00	\$19,125.00	\$26,720
8	Darling Ditch Measuring Device Construction	7/28/2021	12/31/2024	\$5,600.00	\$20,520.00	\$26,120
9	Willow Ditch Check Structure and Turnout Construction	7/28/2021	12/31/2024	\$3,844.00	\$10,836.00	\$14,680
10	Staples Ditch Check Structure and Turnout Construction	7/28/2021	12/31/2024	\$5,078.00	\$12,592.00	\$17,670
11	Owl Mountain Partnership Project Management	7/28/2021	12/31/2024	\$0.00	\$15,283.00	\$15,283
Total				\$150,136.00	\$320,537.00	\$470,673

(1) The single task that include costs for Grant Administration must provide a labor breakdown (see Indirect Costs tab below) where the total WSRF Grant contribution towards that task does not exceed 15% of the total WSRF Grant amount.

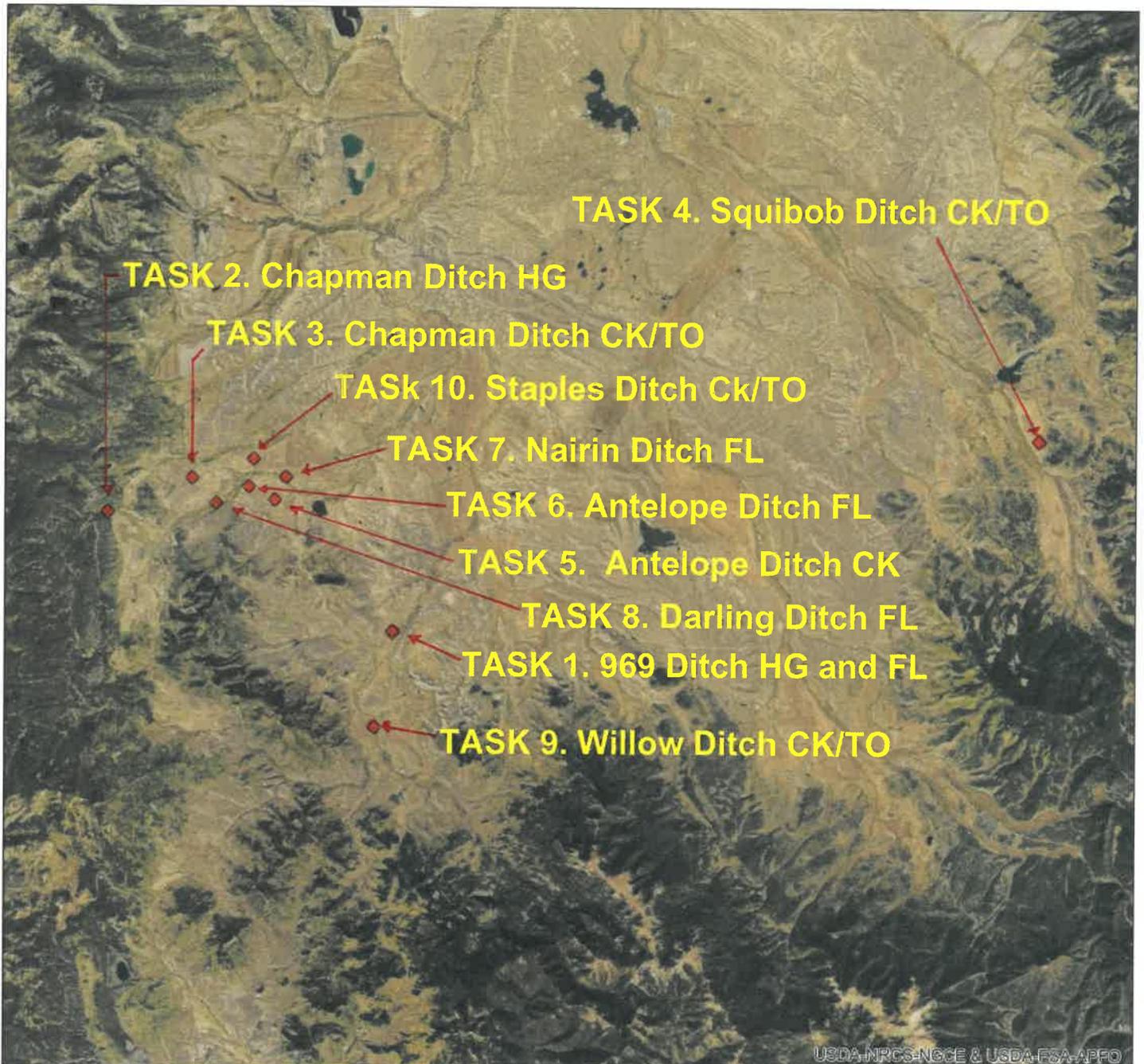
(2) Round values up to the nearest hundred dollars.

• Additional documentation providing a Detailed/Itemized Budget may be required for contracting. Applicants are encouraged to coordinate with the CWCB Project Manager to determine specifics.

The CWCB will pay the last 10% of the entire water activity budget when the Final Report is completed to the satisfaction of the CWCB staff project manager. Once the Final Report has been accepted, the final payment has been issued, the water activity and purchase order (PO) or contract will be closed without any further payment. Any entity that fails to complete a satisfactory Final Report and submit to the CWCB with 90 days of the expiration of the PO or contract may be denied consideration for future funding of any type from the CWCB.

• Additionally, the applicant shall provide a progress report every 6 months, beginning from the date of contract execution

Jackson County Water Structure Improvement Project (4) Structure Location Map



USDA-NRCS-NGCE & USDA-FSA-APFO



Prepared with assistance from USDA-Natural Resources Conservation Service



Date: 2/26/2021



Assisted By: Debbi Heeney
Natural Resources Conservation Service
Walden Service Center

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