

RECORD OF PROCEEDING

**SOUTHEASTERN COLORADO
WATER CONSERVANCY
SPECIAL DISTRICT BOARD
MEETING MINUTES
April 9, 2024**

A Special meeting of the Board of Directors of the Southeastern Colorado Water Conservancy District (District) was held on Tuesday April 9, 2024, at 1:02 p.m., at the District office, 31717 United Avenue, Pueblo, Colorado. The ZOOM platform was also made available for Board members and visitors.

President Long asked Margie Medina for a roll call of those connected via ZOOM.

DIRECTORS PRESENT:

Alan Hamel	Dallas May (remote)	Mark Pifher
Andy Colosimo	Greg Felt (remote)	Matt Heimerich
Ann Nichols (remote)	Howard "Bub" Miller	Pat Edelmann
Bill Long	Justin Disanti(future board)	Seth Clayton
Curtis Mitchell	Kevin Karney	Tom Goodwin

DIRECTOR(S) ABSENT AND EXCUSED:

Patrick Garcia

President Long established that a Quorum was present.

INTRODUCTION OF VISITORS:

President Long asked all present to introduce themselves and welcomed the visitors to the meeting.

DISTRICT STAFF:

Executive Director Leann Noga; General Counsel Lee Miller; Staff Attorney Peter Levish; Senior Policy and Issues Manager Chris Woodka; Water Resources Principal Engineer Garrett Markus; Administrative Support Specialist's Margie Medina and Patty Rivas (remote).

DISTRICT OFFICIALS:

H2O Consultant, Roy Vaughan; and Burns Figa and Will (remote) April Hendricks, Peter Jaacks and Stephen Leonhardt.

RECORD OF PROCEEDING

VISITORS PRESENT:

Aurora Water, Rick Kienitz, Alex Davis, Earl Wilkinson, Marshall Brown, and Abba Ahmed; Board of Water Works Pueblo, Alan Ward; C & A, Brad Johnson and Karl Niowh; Colorado Springs Utilities, Abby Ortega, Kris Gortz, Scott Lorenz; LAVWCD Jack Goble; SRF Farms Bill Grasmick; and UAWCD Terry Scanga

VISITORS CONNECTED VIA ZOOM:

Assistant Attorney General Interstate Water Unit, Luke Mecklenburg; City of La Junta, Tom Seaba; Cochlear, Crystal Tucker; Colorado Springs Utilities, Christopher Olney and Lisa Barbato; Hanagan Farms, Eric Hanagan; MacDougall & Woldridge, Julianna Woldridge; Northern Water, Patrick Wells; Otero County, Amy White, and a group; Representative Jim Jordan; Private Citizen James Neighbours.

PRESENTATION:

AURORA WATER PURCHASE

Mr. Marshall Brown, General manager of Aurora Water presented: Proposed Arkansas Basin Agricultural/Municipal Partnership Project:

- Aurora – SECWCD IGA
 1. 1989 and 2004: City of Aurora purchased 94% of Rocky Ford Ditch shares
 2. 2003 Aurora signed IGA restricting future operations by Aurora in the Arkansas.
 3. The IGA anticipated and mitigated interruptible Arkansas supplies to Aurora the following conditions:
 - No permanent transfers -only leased water or interruptible supplies.
 - Only in 3 out of 10 years.
 - Up to 10,000 Acre-ft of water in any one year.
 - Transfer year requires Aurora's total system storage to be less than 60% on March 15th.
 - Water conservation measures implemented within the City.
 4. The IGA included:
 - Significant payments and financial obligations to SECWCD and others.
 - Term exists until the expiration of Aurora's LT Storage Contract with BOR

One purpose of the Aurora/SECWCD 2003 IGA --- SECWCD will facilitate the delivery of water acquired by Aurora under short term leases or interruptible supplies for delivery to Aurora's water supply system using contracts with Reclamation or by other means.

- Since 2003 Aurora has included additional Arkansas water supply through leasing in its IWMP planning processes.
- Since 2005 Aurora has made several attempts at leasing that have thus far been unsuccessful - reasons include:
 - Difficult to marry up the uncertainty of Aurora's restriction and farming operations
 - Commodity prices at the time of the lease attempts
 - Price – even though Aurora has offered significantly more compensation than current leases.

RECORD OF PROCEEDING

Additional Topics:

- Proposed Residential 2024 Water Rates:
- System Map
- Ordinance 2022-46
- Permanent Water Conservation Measures
- Large Outdoor Water Users
- Water Demand and Population Growth 2002+2023
- Grass Replacement Incentive Program
- Auroras Water Conservation Team is one of 5 Platinum recognized Teams in the Country(only one in Colorado)
- Aurora South Platte Acquisition Map
- South Platte Basin Acquisitions
- Aurora/Southeast IGA Payments
- Category 2 Water
- 2024 Cooperative Farm Proposal – avoiding revenues to go to “Big Banks”
- Overview of proposed project assets
- Land involved in the cooperative project
- Project Cost

President Long gave instructions on how comments are to be held. Board present, Board Members online, then public comments in person and online.

Questions/Comments Southeastern Special Board Meeting, Tuesday, April 9, 2024:

Aurora Questions from Board members and answers from Aurora:

Mark Pifher: What happens in year 11 with the agreement with C&A, if you don't have another farming entity to fill in behind them?

Marshall Brown: We don't want to have a year 11, we want to make C&A a strong local presence. If things don't work out, we plan something else in advance.

Mark Pifher: What if you don't have a partnership in place.

Marshall Brown: Our plan is to have a partner in place. We would not move water if did not have a farming operation in place. We cannot predict the future of agriculture. We do not want to move water in three of ten years and waste the other seven.

Matt Heimerich: I'm hearing, the tone of your voice... I agree, when I joined the SE board, I had the same idea to throw the IGA in the garbage because it's bad for the valley. All of your intent, like going to the Highline meeting and losing to shareholders by 90%. We can't agree on anything, nothing as irrigators. You're holding this over our heads, because you've been giving us money, oh, you did give us money, now we finally found the right amount of money to put on the table to make it work. And what you did was you completely blow up the irrigated farmland real estate market in the lower valley. You get that right? You understand Economics

RECORD OF PROCEEDING

101. ... Every Catlin shareholder now thinks their water right is worth \$18,000, and it goes on down the list Catlin, Oxford, Highline, Colorado Canal, Holbrook, Consolidated ... You see where I'm coming from?

Marshall Brown: I see the concern.

Matt Heimerich: Am I wrong in interpreting your comments to Southeast. Aurora didn't get what it paid for?

Marshall Brown: I would say you're wrong. That's not what I said. Aurora signed an IGA and invested in that IGA to receive certain benefits. We've invested \$11 million. We've invested in an IGA to receive benefits and we've come up with a way to do that. Our obligation is ongoing, just as we feel that Southeastern's obligations in the IGA are ongoing.

Bill Long: So, Marshall, you do recognize that Southeast has not violated the agreement. We have not been a roadblock to you acquiring additional leased water.

Marshall Brown: If that implication came across, I apologize. We view this as a partnership that's been ongoing, and for it to continue, Aurora has to get the water out of the agreement.

Kevin Karney: Are you willing to put a conservation easement on it?

Marshall Brown: I think there are different ways to keep water on the land in perpetuity, and a conservation easement might be one.

Andy Colosimo: Would this water be used for Aurora, or would it be used for any of the other WISE (Water Infrastructure and Supply Efficiency) partners?

Marshall Brown: This water would be used exclusively in Aurora. (Says WISE agreement is opposite of Southeastern IGA and is used when Aurora is flush with water.)

Mark Pifher: I've heard some concern that Aurora is in fact leasing water back to itself. You've probably heard it too. What is your response to that?

Marshall Brown: Essentially this concept is similar to that. We view that this fits into the category of an interruptible supply as contemplated in the IGA. We started out with a conventional lease option and got concerned with the financial framework. The straight leasing option would have driven the price up even more, and put money into the banks' pockets, so we shifted to a concept that's essentially leasing to ourselves.

Pat Edelmann: Is the 60% of storage tied to a particular date, or to whatever storage you have in the future?

RECORD OF PROCEEDING

Marshall Brown: Our read of the IGA is that it is 60% on March 15, but not tied to a year. The intent of the 60% was not to have a specific volume recognizing that Aurora's storage would be evolving.

Pat Edelmann: Is the 10,000-acre-foot limit through the remainder of the IGA, or does it cap it forever?

Marshall Brown: The IGA expires in 2047, but we are committing that cap being in place in perpetuity.

Howard "Bub" Miller: How are you going to conserve water that you are taking out of the Catlin Canal? Are you looking to do some water efficiency studies on how to conserve that water? (on farm)

Marshall Brown: We're committed to being as efficient as we can. Our expertise is not necessarily farming. We are looking for agricultural expertise in the partnership.

Howard "Bub" Miller: Are you planning to rotate ground, or drying some up?
Marshall Brown: We're planning to rotate. For the health of the fields, we will do rotational fallowing.

Kevin Karney: What about land under the Otero Ditch?

Rick Kienitz: The Otero shares have traditionally been a supplemental type of water source on these lands. We don't plan on moving the Otero shares, continue to be used on the Catlin lands.

Tom Goodwin: What are doing with the Pisgah Reservoir shares?

Rick Kienitz: Pisgah shares are tied to Catlin shares. There is an effort to separate those shares. If they are separated before the sale, we won't have any control over them. The shares would probably be used north of the Arkansas River in the Fowler area. The Larkspur shares would transfer into the Lower Arkansas Valley Conservancy District portfolio.

Kevin Karney: What about Colorado Parks and Wildlife shares?

Rick Kienitz: CPW is concerned about those shares as well. There's no land associated with them, so we could not use that water. It's sort of a conundrum.

Seth Clayton: Will you have to utilize Pueblo Reservoir every time you exchange water upstream?

Marshall Brown: We will have to utilize Pueblo Reservoir every time and there are limitations to that.

RECORD OF PROCEEDING

Alan Hamel: I understand Aurora is willing to commit in perpetuity to never move water rights out of the Arkansas basin, but to take them 3 out of 10.

Marshall Brown: We're willing to commit to that. Not knowing what the future looks like. If our partners down here came to us and said this isn't working as well as we want, we would be responsive if others felt it was in the best interest of farming in the Arkansas basin.

Matt Heimerich: Has the consumptive use calculation already been made?

Rick Kienitz: It's a variable number determined by the lease-fallow tool. The average is 1.7-1.9 acre-foot per acre, but it could be 1.2 in a low year, or 2.3 in a good year.

Justin DiSanti: Would there need to be a new exchange case? (For storage in Pueblo Reservoir.)

Rick Kienitz: We would need new exchanges unless we used the Super Ditch.

Andy Colosimo: Will you need additional NEPA? (For water rights not covered in the contract for storage in Pueblo Reservoir.)

Marshall Brown: I don't believe we would. (Kienitz confirms)

Howard "Bub" Miller: You keep talking about partnerships. There's been entities in Otero County that have probably been injured somewhat. You say you haven't gotten your fair share of the IGA. Partners talk. They work their problems out. I really haven't witnessed that type of partnership. We're two adversaries. I realize that. I think there needs to be some soul-searching to come up with a way to communicate and include the people that are potentially damaged and work out a way to remedy so maybe you can get the water you think you're entitled to. What do you think of that?

Marshall Brown: I am very interested in collaborating and partnering, communicating. We're happy to have more of those conversations and collaborate as much as we can. I don't mean to convey that Aurora was shorted or that Southeastern did not abide by the terms and conditions. We've been investing in the IGA to make it successful, and we want to invest and continue to invest. We want to be a good partner in the process.

Greg Felt: I'm concerned you are making a foundational misinterpretation when it comes to the 60 percent element. The denominator is the amount of storage capacity you had when the agreement was signed. (Mentions South Park 90KAF reservoir) I don't think your interpretation is going to be upheld.

Dallas May: Follow up on Keivn's question. What are you willing to do to make sure this water stays attached to the land? What are your remedies? What is your reticence you would have toward obligating yourself to a conservation easement?

RECORD OF PROCEEDING

Marshall Brown: We would be willing to formalize that with a new IGA. Conservation easement that ties water to the land, looking at moving the volume of water so it might be a little different than some other conservation easements. Sign an agreement for the 3 in 10. So if the 3 in 10 was not working for our other partners down here we would be willing to look at other means. What I would struggle with is formalizing things that would not be in the collective interest of the group. We don't want to anything that would hinder our flexibility in the future.

Dallas May: Many people have made the commitment to tie water to the land. I wanted to know if you're willing to do that. It sounds like you are not willing to do that. Did I get that correctly?

Marshall Brown: We're not "not willing." We want to look at our options. Primarily for the agricultural success. We fail if the agricultural success down here fails.

Dallas May: With all due respect, you would guarantee the success of your ag operation if you placed a conservation easement tying the water to the land. So that's where I'm getting some confusion.

Bill Long: I'm just going to make a comment to what Dallas just said. Three of the last five years, the U.S. has imported more agricultural products than we've exported. At some point I hope the people from urban areas would understand the importance of food security. Agriculture seems to be this word like manufacturing. It's not quite the same. Agriculture is feeding America. Feeding America requires certainty. And that's what the Southeast District will be looking for. Certainty.

Alan Hamel: I would like to hear Marshall's response to Greg's comment on the 60 percent.

Marshall Brown: We read the IGA differently than what Greg described. We feel it is clear that this agreement is not intended that this water won't be imported into Aurora's system any time we feel it's convenient. It's for low water conditions in our system. The parties that negotiated on Aurora's behalf seem to feel that the 60 percent was intentional, looking to the fact that storage conditions, demands, lots of things will change in the future, but if was formalizing that our storage cannot be full. (Regarding the 90,000-acre-foot reservoir) We are working on that, to the tune of \$900 million. So, it's not like you can just go and create storage on a whim. What we are viewing as a firm commitment is the 3 in 10 and the limit of 10,000 acre. An average of 7,500 acre-feet.

Bill Long: Marshall, just so you're aware, Alan was on the negotiating team when we negotiated the 2003 agreement, I was, both of our attorneys who are still here were on the team. You mentioned earlier that your first inclination was to get out of it. Well, let me tell you it was a very difficult time for the District. This is a very serious issue for us. We have taxpayers who have been part of the District since 1958. ... It was this basin who developed the project for the people of this basin. We have people asking us, 'Why are we diverting water out of our basin to build houses in Northern Colorado?' So, we have difficult issues in this basin we have

RECORD OF PROCEEDING

to work through. The (Fry-Ark) Project absolutely is not being utilized for what its original purpose is for. You suggested earlier you hope to renegotiate the IGA. I hope that's something we can undertake. But I hope you understand this Board will comply with the IGA and defend the IGA on behalf of our constituents, and our view of the agreement may be a bit different than yours. Otero County has lost more water than it has gained as a result of the (Fry-Ark) Project. And that is extremely concerning.

Pat Edelmann: What do you see as the major constraint that Aurora has not gotten the 85,200 AF Aurora believes is owed them?

Marshall Brown: I apologize if I conveyed that it was owed to us. That was what was possible. We've tried under the IGA to execute a couple of lease options with the Super Ditch when we dropped to 51 percent.

Pat Edelmann: What were the constraints?

Marshall Brown: One was economics. We pre-negotiated a term sheet and then when we called for the water under the term sheet. The other parties said the terms were unworkable. The other thing, which seemed to be a challenge that we're hoping to overcome with this new concept, is the timing of when we need the water. When there's not much water around, everyone seems to want the water. We are talking about the opportunity to create savings and storage so that we can call for the water and keep agricultural viable.

Jack Goble: Our IGA is a little different, the language is different. We've thrown out an idea to renegotiate the IGA. We've talked about conservation easements and putting a covenant on the water, so it still ties it to the Catlin Ditch, but gives it more flexibility. We are concerned that Aurora is purchasing water.

Terry Scanga: I was involved with Jim Broderick and the negotiations between the Upper Ark and Aurora, concurrently with the Southeastern District. The object of the negotiations with the Rocky Ford Ditch water was that Aurora needed to have storage, a long-term excess capacity contract in Pueblo Reservoir, and it needed the support of Southeast to get that. That was the framework to be able to move that water, with Southeast support to use facilities owned by the Bureau of Reclamation. Once that hurdle was reached, we came back and asked what happens in dry years? That's where the Category 2 water came from. There was some sort of volumetric calculation that Aurora had to go through to reach the 60 percent. It would be irrational to think that this is a moving target, that you could go build something else and that 60 percent would be a different number. There was a set number that Aurora had to get to. It was not a moving target. Also, we were talking about water to be moved out of the basin.

RECORD OF PROCEEDING

EXECUTIVE SESSION:

Mr. Lee Miller introduced the Executive Sessions as a request made for the Southeastern Colorado Water Conservancy District to enter Executive Session for the purpose of discussion with legal counsel on the on the following matters:

Aurora Water Purchase

The request is made pursuant to C.R.S. §24-6-402(4)(b): Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions and C.R.S. §24-6-402(4)(e): Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.

Mr. Howard Miller moved, seconded by Mr. Hamel to enter into Executive Session. Motion carried unanimously. Executive Session was entered in @ 2:30 p.m.

EXECUTIVE SESSION CONCLUSION:

Mr. Lee Miller summarized the executive session (3:09):

1. Conferences with an attorney for the local public body for the purposes of receiving legal advice on specific legal questions.
2. Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators.

An action item resulted from Executive Session.

ACTION ITEMS:

AURORA WATER PURCHASE

Mr. Lee Miller presented an action item stating what was heard in today's presentation, based on the Purchase and Sale Agreement and Agricultural Lease attached to the Resolution, that Aurora intends to purchase 4,095,178 shares of stock in the Catlin Canal Company and other water rights (collectively, the "Subject Water Rights"), together with 5,475 acres of land in Otero County, including the existing structures and agricultural equipment. The Council Agenda Commentary for the Resolution states that after purchase, Aurora will lease the water to an agricultural partner in seven of ten years, and for "the remaining three of ten years, Aurora Water would use the water for municipal purposes."

Aurora's leasing and use of water from the Arkansas River Basin is the subject of the 2003 IGA between the District and Aurora. The 2003 IGA assisted in settling litigation between the District and Aurora regarding Aurora's use of Fryingpan-Arkansas Project ("Project") facilities to convey Arkansas River water to Aurora for use in its municipal system.

Under the terms of the 2003 IGA, Aurora may use Project facilities, including Pueblo Reservoir,

to facilitate the diversion, storage, and exchange of only the following categories of water for use in its municipal system:

- (1) Arkansas River Basin water rights decreed for Aurora's use and owned by Aurora at the time of the IGA's execution in 2003;
- (2) Rocky Ford Ditch and Lake County water rights that were the subject of Aurora's Case

RECORD OF PROCEEDING

Nos. 98CW137, 99CW169, and 99CW170, and exchange rights requested in Case No. 01CW145;

(3) Water available to Aurora from water lease agreements that existed as of December 7, 2001 (including extensions or replacements without increasing the amounts leased);

(4) “Water available to Aurora from interruptible supply agreements or water bank transactions that are authorized under Colorado law” and consistent with the IGA (Section III.B.1.d(iv));

(5) Water that is traded to or exchanged with Aurora (provided such a trade does not increase the draft of water from the Arkansas River Basin); and

(6) Water obtained by Aurora outside Water Division No. 2.

As we heard today, Aurora, in its transaction with C&A Holding Company, Inc. and subsequent Agricultural Lease, seeks to categorize the water rights that Aurora will own and use as water available from interruptible supply agreements under the fourth category.

The District and Aurora negotiated the 2003 IGA to balance Aurora’s reasonable use of Project facilities to assist in maintaining a reliable water supply for its municipal system with protection of the District’s constituents by preventing further purchase and permanent dry-up of irrigated lands in the Arkansas River Basin.

The second category (temporary water) that Aurora may use is repeatedly described as “leased water” and must be via lease, including an interruptible water supply agreement or water bank transaction, so the water is not owned by Aurora, and remains available for use primarily in the Arkansas River Basin. Southeastern and Aurora negotiated these terms with the clear understanding of the intent to prevent future further “buy and dry” in the Arkansas River Basin.

The intent of this category of allowable water was to give Aurora flexibility to continue to obtain water from new Arkansas River Basin supplies after 2003, with the conditions that such supplies must be leased, not owned, and used on a temporary basis. Therefore, the 2003 IGA does not allow Aurora to use Project facilities to enable it to divert, store, or exchange any water rights that it purchases after 2003.

Aurora purposes to use as “Interruptible Supply Agreement” as a “lease, option, or other agreement for the temporary cessation of the historic and decreed irrigation use of water and the temporary use of such water by Aurora.

This statute defines IWSA as “an option agreement between *two or more water right owners* whereby . . . the owner of the loaned water right agrees that, during the term of the agreement, it will stop its use of the loaned water right . . . and the borrowing water right owner may divert the loaned water right for such owner’s purposes.” C.R.S. § 37-92-309(2)(a) (emphasis added). The statutory language, and therefore the 2003 IGA terms, clearly contemplate an IWSA as being between two separate owners, not as a mechanism by which a single water right owner leases water that it owns to itself, for its own use.

RECORD OF PROCEEDING

“Aurora will not divert Category 2 water when Aurora's total system wide reservoir storage is above sixty percent (60%) of present capacity on March 15th of any given year except as may be required to exercise interruptible supply contracts within the total volumetric limits” as described in the 2003 IGA.

The terms of the 2003 IGA make clear that the storage capacity restriction for diversions of Category 2 leased water pertains to Aurora’s “present capacity” as of 2003

The failure to include a number within the 2003 IGA was directly attributable to Aurora not producing a number for inclusion in the Agreement based on our negotiator’s discussions.

Through the Purchase and Sale Agreement, Aurora will “build equity” in significant water rights in the Arkansas River Basin, a situation that the 2003 IGA prohibits. Despite the Agricultural Lease agreement, this transaction clearly involves Aurora purchasing water rights to divert and exchange out of the Arkansas River Basin for use in its municipal system, which Aurora will ultimately control. It will also remove irrigated lands from the property tax base that benefits Southeastern and local communities.

Mr. Miller read Resolution No. 2024-03D, A Resolution of the Board of Directors of the SECWCD Concerning the 2003 Intergovernmental Agreement with the City of Aurora:

WHEREAS, the Southeastern Colorado Water Conservancy District (the “District”) and the City of Aurora acting by and through its Utility Enterprise (“Aurora”) entered into an Intergovernmental Agreement in October 2003 (“2003 IGA”); and

WHEREAS, the 2003 IGA settled substantial litigation between the parties and contains terms and conditions allowing Aurora’s use of Fryingpan-Arkansas Project facilities to deliver water for use in its municipal system in exchange for Aurora’s agreement to restrict its future purchase of water rights to permanently transfer such water out of the Arkansas River Basin; and

WHEREAS, the 2003 IGA states that Aurora will not divert any of its leased water from the Arkansas River Basin for use in its municipal system when its “total system wide reservoir storage is above sixty percent (60%) of present capacity on March 15th of any given year”; and

WHEREAS, the District and Aurora negotiated the terms of the 2003 IGA with the understanding that its terms are intended to protect future agricultural water ownership and use in the Arkansas River Basin; and

WHEREAS, the 2003 IGA has helped foster the relationships between water rights owners in the Arkansas River Basin and provided the foundation for subsequent agreements involving Aurora and other entities in the Arkansas River Basin, including the November 2003 Intergovernmental Agreement between Aurora and the Upper Arkansas Water Conservancy District; the May 2004 Intergovernmental Agreement between Aurora, the District, the Cities of Colorado Springs, Pueblo, and Fountain, and the Board of Water Works of Pueblo; and the 2011

RECORD OF PROCEEDING

Intergovernmental Agreement between Aurora and the Lower Arkansas Valley Water Conservancy District.

NOW, THEREFORE, BE IT RESOLVED that:

1. The District Board reaffirms its understanding that a central purpose of the 2003 IGA is to prevent Aurora from purchasing any additional agricultural water rights and permanently transferring those water rights out of the Arkansas River Basin for municipal use.
2. The District Board reaffirms its understanding that the storage capacity restriction of the 2003 IGA refers to sixty percent of Aurora's total storage capacity in existence at the time the IGA was executed in 2003.
3. The District Board believes that Aurora's purchase at this time of additional Arkansas River Basin water rights for transfer out of the basin would violate the 2003 IGA, and the Board urges Aurora to refrain from or cease all such violations.
4. The District Board believes and reaffirms that the 2003 IGA is a foundational and beneficial document for the Arkansas River Basin, and that for the benefit of maintaining regional cooperation and relationships between water rights owners and entities in the Basin, both the District and Aurora must remain in compliance with the terms, conditions, and goals of the 2003 IGA.

Mr. Goodwin moved, seconded by Mr. Hamel, that the Board of Directors adopt Resolution No. 2024-03D, A Resolution of the Board of Directors of the SECWCD Concerning the 2003 Intergovernmental Agreement with the City of Aurora.

A roll call vote was conducted by Leann Noga:

Voting yes:

1. Curtis Mitchell
2. Ann Nichols
3. Seth Clayton
4. Andy Colosimo
5. Pat Edelmann
6. Greg Felt
7. Tom Goodwin
8. Alan Hamel
9. Kevin Karney
10. Dallas May
11. Matt Heimerich
12. Howard "Bub" Miller
13. Mark Pifher
14. Bill Long

SECWCD
April 9, 2024
13

RECORD OF PROCEEDING

Voting no:

None.

Motion carried unanimously.

With no other matters to come before the District Board, President Long adjourned the Special District Board Meeting @ 3:22 p.m.

RECORD OF PROCEEDING

Respectfully submitted,

Patty Rivas
Administrative Support Specialist

Seth Clayton – Secretary

Bill Long – President

Howard “Bub” Miller

Curtis Mitchell – Vice President

Kevin Karney

Ann Nichols – Treasurer

Mark Pifher

Alan Hamel

Matt Heimerich

Andy Colosimo

Pat Edelmann

Dallas May

Patrick Garcia

Greg Felt

Tom Goodwin