

AGENDA

**UPPER YAMPA WATER CONSERVANCY DISTRICT
SPECIAL MEETING
WEDNESDAY, JULY 1, 2020 (2:00 PM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/157452408](https://bluejeans.com/157452408)
INSTRUCTIONS ON HOW TO JOIN A BLUEJEANS MEETING FOLLOW THE AGENDA**


A Board of Directors meeting packet is available for public review on our website at <http://www.upperyampawater.com/board-of-directors/agendas/> on the Friday before the meeting. Amendments to the Agenda and new documents that are generated or submitted after the original posting of the meeting materials will be posted under "Additional Documents" on the website for the relevant meeting.

MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Input and Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard following the presentation. Please wait until you are recognized by the President. With the exception of subjects brought up during Public Input and Comment, on which no action will be taken or a decision made, the Board may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion" whether or not listed as an "Action Item."

- (1) *2:00 PM* Establishment of Quorum and Call to Order
- (2) *2:05 PM* **Approval of Agenda for Meeting** **Action item**
- (3) *2:10 PM* **Board Member Reports** **Action item**
 - a) Approval of Search Committee Meeting minutes of June 26, 2020 (Search Committee only)
 - b) Acceptance of Search Committee Meeting minutes for June 11, 2020, June 19, 2020, June 24, 2020, June 25, 2020 and June 26, 2020
- (4) *2:15 PM* **Delegate to Acting General Manager the right to sign Raise Contracts** **Action item**
- (5) *2:20 PM* Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (6) *2:25 PM* Executive Session:
Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (7) *2:55 PM* **Designation of finalists for General Manager position** **Action item**
- (8) *3:00 PM* Introduction of selected finalists

- (9) 3:15 PM Determination of agenda for July 15, 2020 Special Meeting
- (10) 3:20 PM Adjournment.

How to join a BlueJeans meeting

Go to: **BlueJeans.com** and click on “Join Meeting”  located in the upper right hand corner.

In the “Join Meeting” dialogue box, enter the “Meeting ID” (the ID number is provided in the meeting agenda) and your “Name” and then click “Enter Meeting.”

Join Meeting

Meeting ID
248609241

Passcode (optional)

Name
Bob Smith

Enter Meeting

You will now be launched into the BlueJeans meeting. The “Use Phone Audio” dialogue box will appear. Follow the steps to connect via phone audio. Once you are connected, or if you were already connected, click on the “X” in the upper right hand corner to close the box.

Use Phone Audio

Step 1 Dial into the meeting

US (Primary)

+1.408.317.9253

Step 2 Enter audio code on phone

5518228#

I'm already on phone
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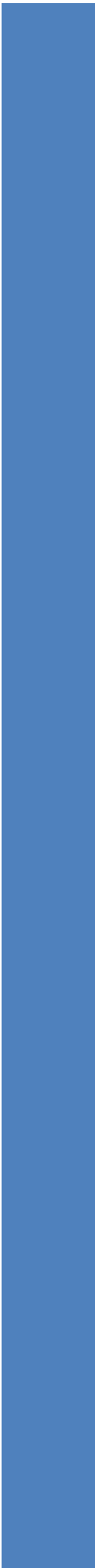
Use computer for audio

When you enter the meeting, place your phone on Mute. If have used your computer for audio, click on the “Mute Audio” button. If you are using your own phone, press the mute button. Unmute to join the conversation.

Mute Audio

Contact Deb Bastian for any questions

- Email: dbastian@upperyampawater.com
- Phone: 970-819-0189



RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
SEARCH COMMITTEE MEETING
FRIDAY, JUNE 26, 2020 (2:00 PM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/411279117](https://bluejeans.com/411279117)

MINUTES

Search Committee members present were Directors Ken Brenner, Doug Monger, Bob Woodmansee and Lyn Halliday. Business Manager Deb Bastian, General Counsel Bob Weiss and Carolyn McCormick, Principal, Peak HR Consulting, LLC were also present. This meeting was held entirely by videoconference utilizing the BlueJeans platform. Instructions to the public describing the process to participate in the videoconference meeting and the meeting agenda were posted on the District website at least 24 hours in advance of the meeting.

The following agenda was proposed:

AGENDA

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for June 24, 2020 and June 25, 2020 meetings **Action item**
3. Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
4. Other items;
5. Confirm date of next meeting;
6. Adjournment

Director Brenner established a quorum and called the meeting to order at 2:02 PM.

Approval of minutes. Director Monger made a motion to approve the minutes of the June 24, 2020 and June 25, 2020 meetings as written. Director Woodmansee moved to second the motion. Director Brenner requested an amendment to add a statement noting the number of candidates interviewed each day be added to the minutes. Director Monger and Woodmansee agreed to the addition. The motion with amendment was unanimously approved.

Executive Session. At 2:39 PM Director Monger moved, Director Woodmansee seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

RECORD OF PROCEEDINGS

The Search Committee discussed the seven semi-finalists interviewed and reached a consensus to offer three finalist interviews with the full Board of Directors. The committee agreed to come out of Executive Session at 4:21 PM.

Director Brenner asked the committee if there was any discussion in the Executive Session that was outside the scope of the Executive Session. No directors expressed that concern.

Other items. The committee reviewed and discussed the process for today's Executive Session and for the Special Board Meeting on July 1, 2020.

Confirm date of next meeting. No further meetings will be held of the Search Committee.

Director Woodmansee moved to adjourn, Director Halliday seconded, and it was unanimously agreed to adjourn the meeting at 4:26 PM.

I certify that the foregoing constitutes a true and correct summary of the proceedings at the above referenced meeting.

Ken Brenner, Chairman

Date: _____

BOARD MEMBER REPORTS

**ACCEPTANCE OF SC MEETING MINUTES – 06/11/2020,
06/19/2020,06/24/2020, 06/25/20 & 06/26/2020**



RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
SEARCH COMMITTEE MEETING
THURSDAY, JUNE 11, 2020 (2:00 PM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/691030190](https://bluejeans.com/691030190)

MINUTES

Search Committee members present were Directors Ken Brenner, Doug Monger and Bob Woodmansee. Director Lyn Halliday, Business Manager Deb Bastian and Carolyn McCormick, Principal, Peak HR Consulting, LLC were also present. This meeting was held entirely by videoconference utilizing the BlueJeans platform. Instructions to the public describing the process to participate in the videoconference meeting and the meeting agenda were posted on the District website at least 24 hours in advance of the meeting.

The following agenda was proposed:

AGENDA

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for June 4, 2020 meeting;
3. Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
4. Other items;
5. Confirm date of next meeting;
6. Adjournment

Director Brenner established a quorum and called the meeting to order at 2:09 PM.

Approval of minutes. Director Woodmansee made a motion to approve the minutes of the June 4, 2020 meeting as written. Director Monger seconded the motion, which was unanimously approved.

Executive Session. At 2:10 PM Director Monger moved, Director Halliday seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

Director Woodmansee moved, Director Monger seconded, and it was unanimously agreed to go out of Executive Session at 3:40 PM.

Director Brenner asked the committee if there was any discussion in the Executive Session that was outside the scope of the Executive Session. No directors expressed that concern.

RECORD OF PROCEEDINGS

Other items. None

Confirm date of next meeting. The next meeting will be on Friday, June 19, 2020 at 2:00 PM via BlueJeans online meeting.

The meeting was adjourned at 3:42 PM.

I certify that the foregoing constitutes a true and correct summary of the proceedings at the above referenced meeting.

Ken Brenner

Ken Brenner (Jun 19, 2020 15:53 MDT)

Ken Brenner, Chairman

Date: Jun 19, 2020

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
SEARCH COMMITTEE MEETING
FRIDAY, JUNE 19, 2020 (2:00 PM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/926903301](https://bluejeans.com/926903301)

MINUTES

Search Committee members present were Directors Ken Brenner, Doug Monger and Bob Woodmansee. Director Lyn Halliday, Business Manager Deb Bastian and Carolyn McCormick, Principal, Peak HR Consulting, LLC were also present. This meeting was held entirely by videoconference utilizing the BlueJeans platform. Instructions to the public describing the process to participate in the videoconference meeting and the meeting agenda were posted on the District website at least 24 hours in advance of the meeting.

The following agenda was proposed:

AGENDA

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for June 11, 2020 meeting **Action item**
3. Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
4. Other items;
5. Confirm date of next meeting;
6. Adjournment

Director Brenner established a quorum and called the meeting to order at 2:01 PM.

Approval of minutes. Director Halliday made a motion to approve the minutes of the June 11, 2020 meeting as written. Director Woodmansee seconded the motion, which was unanimously approved.

Executive Session. At 2:03 PM Director Monger moved, Director Halliday seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

The committee agreed to come out of Executive Session at 3:40 PM.

Director Brenner asked the committee if there was any discussion in the Executive Session that was outside the scope of the Executive Session. No directors expressed that concern.

RECORD OF PROCEEDINGS

Other items. None

Confirm date of next meeting. The next meeting will be on Wednesday, June 24, 2020 at 12:00 PM via BlueJeans online meeting.

Director Woodmansee motioned to adjourn the meeting. Director Halliday seconded and it was unanimously agreed to adjourn the meeting at 3:42 PM.

I certify that the foregoing constitutes a true and correct summary of the proceedings at the above referenced meeting.

Ken Brenner

[Ken Brenner \(Jun 25, 2020 18:00 MDT\)](#)

Ken Brenner, Chairman

Date: Jun 25, 2020

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
SEARCH COMMITTEE MEETING
WEDNESDAY, JUNE 24, 2020 (12:00 PM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/526905205](https://bluejeans.com/526905205)

MINUTES

Search Committee members present were Directors Ken Brenner, Doug Monger and Bob Woodmansee. Director Lyn Halliday, Business Manager Deb Bastian and Carolyn McCormick, Principal, Peak HR Consulting, LLC were also present. For public participation, this meeting was held entirely by videoconference utilizing the BlueJeans platform. Instructions to the public describing the process to participate in the videoconference meeting and the meeting agenda were posted on the District website at least 24 hours in advance of the meeting.

The following agenda was proposed:

AGENDA

1. Establishment of Quorum and Call to Order;
2. Approval of minutes for June 19, 2020 meeting **Action item**
3. Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
4. Other items;
5. Confirm date of next meeting;
6. Adjournment

Director Brenner established a quorum and called the meeting to order at 12:10 PM.

Approval of minutes. Director Monger made a motion to approve the minutes of the June 19, 2020 meeting as written. Director Halliday seconded the motion, which was unanimously approved.

Executive Session. At 12:12 PM Director Monger moved, Director Woodmansee seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

The Search Committee interviewed 2 candidates in person and 1 candidate via BlueJeans video conferencing during the Executive Session. The committee agreed to come out of Executive Session at 5:20 PM.

RECORD OF PROCEEDINGS

Director Brenner asked the committee if there was any discussion in the Executive Session that was outside the scope of the Executive Session. No directors expressed that concern.

Other items. None

Confirm date of next meeting. The next meeting will be on Thursday, June 25, 2020 at 8:00 AM via BlueJeans online meeting for public participation.

Director Halliday moved to adjourn, Director Woodmansee seconded, and it was unanimously agreed to adjourn the meeting at 5:23 PM.

I certify that the foregoing constitutes a true and correct summary of the proceedings at the above referenced meeting.

Ken Brenner

Ken Brenner (Jun 26, 2020 16:32 MDT)

Ken Brenner, Chairman

Date: Jun 26, 2020

RECORD OF PROCEEDINGS

UPPER YAMPA WATER CONSERVANCY DISTRICT
SEARCH COMMITTEE MEETING
THURSDAY, JUNE 25, 2020 (8:00 AM)
ONLINE MEETING: [HTTPS://BLUEJEANS.COM/269008787](https://bluejeans.com/269008787)

MINUTES

Search Committee members present were Directors Ken Brenner, Doug Monger and Bob Woodmansee. Director Lyn Halliday, Business Manager Deb Bastian and Carolyn McCormick, Principal, Peak HR Consulting, LLC were also present. For the public, this meeting was held entirely by videoconference utilizing the BlueJeans platform. Instructions to the public describing the process to participate in the videoconference meeting and the meeting agenda were posted on the District website at least 24 hours in advance of the meeting.

The following agenda was proposed:

AGENDA

1. Establishment of Quorum and Call to Order;
2. Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
3. Other items;
4. Confirm date of next meeting;
5. Adjournment

Director Brenner established a quorum and called the meeting to order at 8:31 AM.

Executive Session. At 8:32 AM Director Monger moved, Director Woodmansee seconded, and it was unanimously agreed to go into Executive Session under provision CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.

The Search Committee interviewed 4 candidates in person during the Executive Session. The committee agreed to come out of Executive Session at 3:26 PM.

Director Brenner asked the committee if there was any discussion in the Executive Session that was outside the scope of the Executive Session. No directors expressed that concern.

Other items. The committee discussed the process for reviewing and ranking the candidates at the next meeting of the Search Committee.

RECORD OF PROCEEDINGS

Confirm date of next meeting. The next meeting will be on Friday, June 26, 2020 at 2:00 PM via BlueJeans online meeting.

Director Monger moved to adjourn, Director Halliday seconded, and it was unanimously agreed to adjourn the meeting at 3:36 PM.

I certify that the foregoing constitutes a true and correct summary of the proceedings at the above referenced meeting.

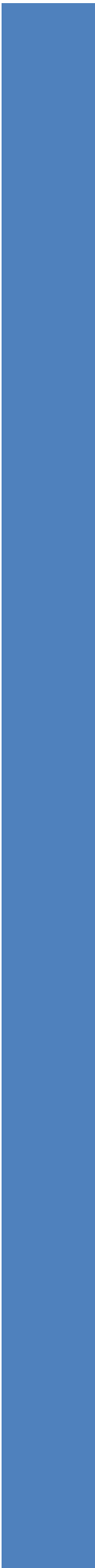
Ken Brenner

Ken Brenner (Jun 26, 2020 16:33 MDT)

Ken Brenner, Chairman

Date: Jun 26, 2020

DELEGATE TO ACTING GM THE RIGHT TO SIGN RAISE CONTRACTS



BOARD COMMUNICATION FORM

July 1, 2020 Special Board Meeting

(Not Privileged)

From: Robert G. Weiss, Legal Counsel

Date: June 29, 2020

Item: Yamcolo Annual Irrigation Contracts

DIRECTION
 INFORMATION
 MOTION
 RESOLUTION

I. Request/Issue and Background Information: There is available in Yamcolo reservoir for the 2020 Irrigation season up to 500AF in the Enlargement Pool and up to 500 AF reallocated from the Individual Contract Pool. This water is available for contracting to Irrigators for 2020. Acting GM Andy Rossi is recommending that this water be contracted at a price of \$13.00 per acre foot. Acting GM Rossi will explain the process he intends to use to contract for this water and the amount of water available from these 2 pools. These would be non-renewable contracts for 2020 only ending November 30, 2020. Since the Bylaws require Board approval for water contracts, it is suggested that the Board delegate to Acting GM Rossi authority to enter in to these contracts. Acting GM intends to commence the contracting process and complete the contracts in advance of the July Board meeting if possible.

II. Summary and Alternatives:

RECOMENDED MOTION: Authorize the Acting General Manager to enter in to Yamcolo irrigation water contracts for up to 500AF in the Enlargement Pool and up to 500 AF reallocated from the Individual Contract Pool for the 2020 irrigation season only at a price of \$13/AF.

ALTERNATIVE: Approve actual contracts at special meeting of the Board.

III. Staff Recommendation: Staff recommends recommended Motion.

IV. Legal Issues: Bylaws require Board approval or delegation to Acting GM.

V. Consistency with Board Goals and Policies: N/A

VI. Fiscal Impact: Contract revenues.

Attachments: DRAFT agreement (subject to change).

**2020 YAMCOLO SUPPLEMENTAL WATER CONTRACT
(YAMCOLO RESERVOIR SECOND ENLARGEMENT AND 500 AF REALLOCATION)**

IRRIGATOR: XXX.

**ADDRESS: XXX
YAMPA, CO 80483**

CONTRACTED WATER: X ACRE-FEET

EFFECTIVE DATE: THE DATE THIS CONTRACT IS SIGNED BY THE LAST PARTY TO SIGN

THIS CONTRACT is made and entered into by and between UPPER YAMPA WATER CONSERVANCY DISTRICT, a political subdivision of the State of Colorado, and a body corporate with all powers of a public or municipal corporation (hereinafter called "District") and the Irrigator identified above (hereinafter called "Irrigator").

I. RECITALS:

A. The District has constructed and is operating a dam and reservoir known as Yamcolo Reservoir (the "Reservoir" or "Yamcolo Reservoir") for the purpose of supplying water to municipal, industrial, agricultural and other users within its boundaries. The dam and reservoir are located on the Yampa (Bear) River upstream from the Town of Yampa, Colorado. The total storage capacity of the Reservoir is approximately 9,500 acre-feet. Water is stored in Yamcolo Reservoir pursuant to various water rights owned by the District.

B. The storage capacity in Yamcolo Reservoir described above in excess of the approximately 1,000 AF of conservation pool shall be allocated to the pools described below (individually, a "Pool" and collectively the "Pools") effective upon adoption by the Board of Directors of the District (the "Board") of a confirming Resolution, and shall remain in effect indefinitely except as from time to time amended by Resolution of the Board:

(1) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 1,500 AF, including up to 500 AF which is re-allocated to this Pool from the Individual Contract Pool as described in subsection B(4) below ("500 AF Reallocation Pool"), which re-allocated 500 AF may also be used for irrigation and stock water uses (such 1,500 AF, in all, being herein referred to as the "Original Municipal Pool");

(2) Municipal and/or Industrial use, augmentation use, other non-agricultural uses including (but not limited to) recreational and piscatorial and instream flow uses, and/or other lawful use by a Municipal or Industrial or other non-agricultural customer, for up to 3,500 AF, such Pool to consist of storage water (a) recontracted for any or all such uses after termination of any Individual Irrigator Contract (as defined below) to the extent the

agricultural user and District do not renew such Individual Irrigator Contract, and (b) available to be contracted for such uses as confirmed by Resolution of the Board pursuant to Section 8.1(b) below to the extent of storage water previously allocated to the 3,500 AF Individual Contract Pool but which is not under contract for irrigation and stock watering uses (this Pool being herein referred to as the "Enlarged Municipal Pool");

(3) Irrigation and stock watering uses only for the 3,000 AF allocated to the Yamcolo Irrigators Association ("YIA") pursuant to the agreement between the District and YIA, dated January 9, 1981, as amended (the "YIA Agreement"), including up to 445 AF of storage water currently allocated by the YIA to several of its members (collectively, hereinafter referred to as the "YIA Stillwater Ditch Allocation"), 350 AF out of such 445 AF (out of the 3,000 AF to the YIA) being available for export into the Colorado River Basin through the Stillwater Ditch (sometimes herein called the "Stillwater Ditch" or the "Ditch") for such irrigation and stock watering purposes; the rate of flow of the entire YIA Stillwater Ditch Allocation down the Stillwater Ditch shall be as determined by the District or subsequent owner of the Ditch but may not exceed 4.5 cfs;

(4) Municipal and Industrial and Domestic and Irrigation and Commercial and Stock Watering and Snowmaking and Firefighting and Recreational and Piscatorial and Augmentation and Instream Flow uses, including any beneficial uses permitted under water rights decrees of the District and including delivery to and use within the Colorado River Basin and including re-use and successive uses of return flows to extinction for any lawful beneficial use, directly or by exchange, for 3,500 AF (the "Individual Contract Pool"). The water allotted to Irrigator under this contract is water allocated to the Individual Contract Pool. Such Individual Contract Pool was formerly 4,000 AF allocated to Colorado Ute Electric Association and later allocated to individual irrigators under previously existing expired contracts primarily using deliveries through the Stillwater Ditch, but has now been reduced to not more than 3,500 AF by the re-allocation of the Reallocated 500 AF to the Original Municipal Pool as described in subparagraph B(1) above. The District intends to enter into other individual contracts for allotment of storage water out of this Individual Contract Pool. Individual contracts may be made to agricultural users and, if so, will be limited to irrigation and/or stock water uses and for terms ending no later than November of 2041 ("Individual Irrigator Contracts"). One or more of such Individual Irrigator Contracts, for up to 500 AF, may have an "off ramp" permitting the District to reduce such contracts early on November 1, 2030, by written notice given prior to such date. Any part of such 500 AF additional which may become available to the District in 2030 (the "Additional 500 AF"), and any of the initial offered 3,500 AF Individual Contract Pool which is not taken up by Individual Irrigator contracts or is included in terminated or canceled Individual Irrigator contracts, may be reallocated by Resolution of the Board and recontracted by the District for non-agricultural uses and shall then become a part of the Enlarged Municipal Pool described in subparagraph B(2) above. The Individual Contract Pool may be increased by any relinquishments of allotted water from the YIA Pool pursuant to subparagraph 8.1(a) of the YIA Contract, as amended; and

(5) Any Lawful Purpose Permitted by District Water Decrees, directly or by exchange, for all water stored in Yamcolo Reservoir under the Yamcolo Reservoir Second

Enlargement (the "Enlargement Pool"), or stored under any Yamcolo Reservoir re-fill decree (the "Refill Pool"). The Enlargement Pool and the Refill Pool are collectively referred to herein as the "Junior Priority Pool."

C. The District has agreed to make a one-time allotment of the Contracted Water for the 2020 irrigation season to Irrigator of Yamcolo Reservoir storage water allocated for irrigation and/or stock water uses from the Enlargement Pool or the 500 AF Reallocation Pool as hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE PAYMENTS TO BE MADE BY IRRIGATOR as hereinafter provided, and in consideration of the mutual covenants herein contained, the sufficiency of which consideration is hereby expressly acknowledged, the District and Irrigator hereby agree as follows:

II. STORAGE AND RELEASE OF WATER:

2.1 The District agrees, subject only to physical water supply conditions, the administration of water rights by State of Colorado water officials and the terms of this Contract, to store the Contacted Water in Yamcolo Reservoir in the Pool checked in Recital C above prior to July 15, 2020 for release for Irrigator's use, upon request, subject to the last sentence of Section 2.6 below.

2.2 The Irrigator shall give at least twenty four (24) hours' advance notice to the District specifying the date(s), time and rate of flow in cubic feet per second (cfs) of water requested to be released, and the District shall use reasonable diligence to accomplish such request within such 24 hours, but such time to accomplish such request may be extended by the District as reasonably necessary or appropriate to accommodate administration, directives, or policies of the District, Division Engineer or Water Commissioner or due to operating emergencies or other water cause or factor not fully in the control of the District. The point of delivery shall be the discharge of the outlet works of the Yamcolo Reservoir. The District shall maintain permanent records of all releases of water from storage in Yamcolo Reservoir, and shall maintain records of water levels in the Reservoir measured not less frequently than once per month. Irrigator shall be entitled to inspect such records and copies shall be furnished to Irrigator upon written request.

2.3 Subject to the administration of State of Colorado water rights and all federal, state, and local permits for the operation of Yamcolo Dam and Reservoir, the maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir is 220 cfs at any one time. The District reserves the right to limit and or amend the maximum allowable amount of water released through the outlet works from Yamcolo for any uses (including agricultural) for any reason, and the parties acknowledge that such maximum allowable release rate may be reduced by the District as Yamcolo Reservoir is drawn down or as necessary or appropriate for river administration, operational emergencies or circumstances beyond the control of the District. The maximum allowable combined instantaneous release rate through the Yamcolo Reservoir outlet works for water stored in Yamcolo Reservoir as determined from time to time by the District under the preceding two sentences is herein called the "Maximum Release Rate." The release rate through the Yamcolo Reservoir outlet works for the Original Municipal Pool shall take precedence and seniority over the release rate of all other water stored in Yamcolo Reservoir,

and such releases shall not be abated by the District, subject only to required governmental permit minimum release requirements and the Maximum Release Rate. In the event the instantaneous release requests between May 15 and August 1 by allottees out of the YIA Pool and Individual Contract Pool and the Enlarged Municipal Pool (including the Additional 500 AF) exceed the Maximum Release Rate, the release requests from the non-agricultural allottees of the Enlarged Municipal Pool shall abate first and prior to any abatement of releases to allottees in the YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF, and any abatement of release rates applied to such YIA Pool and agricultural allottees in the Individual Contract Pool and the Additional 500 AF shall be apportioned pro-rata among such agricultural users. Between August 1 and the following May 14, in the event continued instantaneous release requests conflict among such Pools with the Maximum Release Rate, the allottees of the Original Municipal Pool and Enlarged Municipal Pool and non-agricultural allottees in the Additional 500 AF shall have first priority and shall not be required to have releases abate; provided, however, that releases solely for environmental, recreational, or streamflow enhancement purposes and releases solely to deliver storage water for re-storage in Stagecoach Reservoir shall abate to the extent necessary to deliver through the Yamcolo Reservoir outlet works without exceeding the then-Maximum Release Rate all properly requested agricultural use storage water out of Yamcolo Reservoir for agricultural use in the Yampa River basin.

2.4 Except as provided in the next sentence, the point of delivery of the Contracted Water shall be the Yampa (Bear) River immediately below the Yamcolo Reservoir dam, and the Irrigator shall assume the risk of seepage, evaporation, and other delivery losses. For storage water delivered down such River to the various head gates or turn-outs or locations for exchanges, such risk of losses applies, and for storage water, which is permitted to be carried in the Stillwater Ditch, the point of delivery is still the Yampa (Bear) River immediately below the Yamcolo Reservoir, and Irrigator shall assume the risks of seepage, evaporation, and other delivery losses down the Bear River and down the Stillwater Ditch. Except as may be provided in a carriage contract entered into under paragraph 2.4 below, the District or any successor Ditch Owner has no responsibility for construction, maintenance, or repair of headgates or lateral turn-outs or exchange facilities on the Yampa (Bear) River or at the headgate of the Stillwater Ditch or down the Stillwater Ditch or elsewhere as necessary or appropriate to take delivery of any storage water released by the District at the Yamcolo Reservoir dam.

2.5 The water allocated to Irrigator hereunder is available to Irrigator from the Effective Date through November 30, 2020. There is no carry-over of storage. Accordingly, any of the Contracted Water, remaining and unreleased in storage in Yamcolo Reservoir on November 30, 2020 is forfeited to the District, and the District may retain all or any part of such water in storage and/or may sell or grant and release all or any part of such water from the Reservoir for any beneficial use permitted by the water rights decrees of the District to any person or entity approved by the District, all without compensation or accounting to Irrigator.

2.6 In any calendar year when insufficient water is stored in Yamcolo Reservoir by July 15, for any reason, to supply the Pools described in paragraph B of the Recitals above, as measured at time of peak annual storage, the water allocated to such Pools shall abate as follows:

- (i) First, the Junior Priority Pool shall abate entirely.

(ii) Next, the Original Municipal Pool, the Enlarged Municipal Pool, the YIA Pool, and the Individual Contract Pool will all abate proportionally.

(iii) Then any uncontracted amount of water in the Individual Contract Pool, and any uncontracted part of the Additional 500 AF, will further abate up to the amount of remaining unreplaced abatements under subparagraph 2.6(ii) above, but such further abatement shall be applied for Pool recovery in the following order or priority: first, to Original Municipal Pool contracts up to the amount that it will suffer no reduction, then, second, to water contracted out of the Enlarged Municipal Pool for non-agricultural purposes up to the amount that it will suffer no reduction, then, third, to the stored water contracted out of the Individual Contract Pool, proportionally among such Individual Contract Pool allottees, up to the amount that it will suffer no reduction.

(iv) If after application of subparagraph 2.6(iii) above, there remains unreplaced abatements to contracts within the Original Municipal Pool and/or Enlarged Municipal Pool (including contracted portions of the Additional 500 AF for non-agricultural uses) under subparagraph 2.6(ii) above, then all of the contracted Individual Irrigator Contract allotments from the Individual Contract Pool (including any of the Additional 500 AF storage water contracted that year for irrigation and/or stock water uses within the District) and including the allotment under this contract, will further abate collectively and proportionally among such Pool and contracted Additional 500 AF only in a collective amount sufficient to make up and replace and recover all remaining unsatisfied replacements for abatements applied to all storage water then allocated, first, to Original Municipal Pool contracts and, second, contracted out of the Enlarged Municipal Pool and the Additional 500 AF for non-agricultural purposes, until all of such non-agricultural allotment contracts in Yamcolo Reservoir that year are fully filled and have full yield or until all sources of replacement under this subparagraph 2.6(iv) are exhausted.

(v) If after application of subparagraph 2.6(iv) above, there remains unreplaced abatements to the Original Municipal Pool contracts, then all of the contracted Enlarged Municipal Pool (including contracted portions of the Additional 500 AF for non-agricultural uses) will further abate collectively and proportionally among such Pool in a collective amount sufficient to make up and replace and recover all remaining unsatisfied replacements for abatements applied to all storage water then allocated, first, to Original Municipal contracts and, second, contracted out of the Additional 500 AF for non-agricultural purposes, until all allotment contracts in Yamcolo Reservoir that year for the Original Municipal Pool and the Additional 500 AF for non-agricultural purposes are fully filled and have full yield or until all sources of replacement under this subparagraph 2.6(v) are exhausted.

Abatements within a Pool are allocated pro rata among contract holders in that Pool. The District will notify the Irrigator by no later than July 25, 2020 if the amount of water stored in Yamcolo Reservoir for the Irrigator under this Contract, after application of the above abatement rules, is less than the amount set forth in Section 2.1 above, and shall specify such reduced amount, which will be deemed to be "Contracted Water" under this agreement, but if no such notice is given by the District, then it shall be presumed that the amount set forth in Section 2.1 above was stored for the benefit of Irrigator

in the Reservoir.

2.7 Water allotted under this Contract may only be used on the property of Irrigator described in Exhibit A attached hereto. The water stored in Yamcolo Reservoir and allocated and delivered to the Irrigator under this Agreement shall never be used outside of the Yampa River Basin or outside of the geographical limits of the District as it may exist from time to time, and shall never be used for other than irrigation of agricultural lands and for stock water, and all lands which receive benefit from such water shall be situated within the boundaries of the District. Contracted Water not delivered into the Stillwater Ditch is usable only for Bear River delivery and diversions for irrigation and/or stock water out of Bear River and not through the Stillwater Ditch. In the event any portion of the water allocated to the Irrigator under this Contract is used or diverted for any period of time in violation of the preceding two sentences by Irrigator, then such portion of water shall be forfeited to the District. Nothing herein shall prevent Irrigator who takes storage water releases from Yamcolo Reservoir under this Contract from making maximum beneficial agricultural uses of such water within the lands owned or leased by such Irrigator, including surface return flows or wastewater on such lands which is not yet returned to the natural stream. However, the parties acknowledge that re-use of such water which has reached the natural stream is not an entitlement of either the District or Irrigator under Colorado water law. Irrigator may not lease or sell or transfer or exchange the re-use of the Contracted Water to other landowners outside of the Irrigator's owned or leased lands described in Exhibit A. The District reserves ownership of the re-use and successive uses to extinction of any of the Contracted Water to the extent permitted by Colorado law. With the written approval of the District, Irrigator may lease, transfer or exchange such Contracted water to or with any others holding Individual Irrigator Contracts or YIA members, so long as the limitations of this Agreement and any applicable terms or provisions of the YIA's governing documents are complied with, and subject to Colorado water law.

III. PURCHASE PRICE:

3.1 The purchase price for the Contracted Water from the Reservoir storage water allocated to the Irrigator for Water Year 2020 under this Contract shall be Thirteen Dollars (\$13.00) per acre-foot.

3.2 Payment for the Contracted Water shall be made by Irrigator to the District on July 31, 2020. Payment not made within fourteen (14) days after the due date shall bear interest at the rate of twelve percent (12%) per annum until paid. Payment is based on the amount of Contracted Water and shall be made regardless of the amount of water delivered to Irrigator and there shall be no abatement or setoff against any such payment, nor shall Irrigator be permitted to withhold any payment required for any reason whatsoever, except only in the event the full Contracted Water has not been stored in the Reservoir by July 15, 2020.

IV. STILLWATER DITCH:

4.1 Irrigator is is not authorized to use the Stillwater Ditch for delivery of the Contracted Water. Irrigator acknowledges that the District acquired 100% of the shares of the Stillwater Ditch and Reservoirs Company (the "Ditch Company") in 2005 and simultaneously entered into that certain Assignment of Stock and Water Delivery Agreement recorded at Reception No.

621890 of the Routt County records (the "Ditch Agreement") with the former shareholders of the Ditch Company (together with their successors and assigns the "Original Users"), which among other things committed the District to operate the Stillwater Ditch in a manner to permit the Ditch Users to use up to 36.3 cfs of the capacity of the Stillwater Ditch (the "First Priority Capacity") for delivery of certain water storage or direct flows as described in paragraphs 4 and 5 of the Ditch Agreement. Such Ditch Agreement may be amended or changed in the future whereby the First Priority Capacity of the Stillwater Ditch may be reduced, or may be terminated by mutual agreement of the Original Users or their successors, and the District, in the event the District transfers ownership of the Ditch to a subsequent owner. The District reserves the right in its sole discretion to transfer ownership of the Ditch and amend or terminate the Ditch Agreement. Any delivery of the 500 AF Reallocation Pool stored water through the Stillwater Ditch to the Colorado River Basin for irrigation of agricultural lands and for stock water on the Lands of Irrigator described in Exhibit A shall be subject to following restrictions, whether or not the Ditch is owned by the District: (i) the 500 AF Reallocation Pool stored water flow delivered into and down the Stillwater Ditch must utilize the capacity of the Stillwater Ditch other than the First Priority Capacity of the Ditch, unless such Capacity is not then being fully used by the Original Users and the YIA Stillwater Ditch Allocation; (ii) export of the Contracted Water to the Colorado River Basin shall be subordinate to the export of not more than 4,000 AF of water by the District into the Colorado River Basin under the Decree in Case No. 95CW79 in Water Division 6, State of Colorado (the "Export Limit"), and such right of export of the Contracted Water shall fully abate to the extent necessary to prevent the District from violating the Export Limit, and (iii) Irrigator shall comply with paragraph 4.2 below. None of the Enlargement Pool shall be delivered through the Stillwater Ditch to the Colorado River Basin. No separate Carriage Fee shall be paid by Irrigator for use of the Stillwater Ditch.

4.2 If Irrigator is authorized to utilize the Stillwater Ditch for delivery of the Contracted Water, Irrigator shall be required to comply in all respects with the Stillwater Ditch policies, bylaws, directives, rules and regulations as may be adopted by the District or the Ditch owner or changed from time to time in the sole discretion of the District or Ditch owner (the "Stillwater Ditch terms"). The District has no obligation to Irrigator to inform Irrigator of any changes, amendments, adoptions, terminations, or revocations of any such Stillwater Ditch Terms. Irrigator is not a third party beneficiary of the Stillwater Ditch or the Stillwater Ditch Terms or the Ditch Agreement or any amendments thereto. However, if Irrigator is also a shareholder under the Ditch Agreement or a shareholder in a successor Ditch owner, nothing in this paragraph 4.2 is intended to prevent Irrigator from exercising its rights with respect to the Stillwater Ditch or the Stillwater Ditch Terms or the Ditch Agreement, or any amendments thereto, by virtue of such shareholder status.

V. TERM OF AGREEMENT:

The term of this Contract shall commence on the Effective Date and shall end on November 1, 2020 (the "Term"). This Contract is not renewable, although the Parties may at any time prior to the expiration of the Term enter into a new water allotment contract for the Contracted Water.

VI. OPERATION AND MAINTENANCE OF YAMCOLO RESERVOIR:

It is expressly acknowledged that the District shall be solely responsible for operating, repairing, maintaining, enlarging, permitting, changing, renovating, or modifying the Reservoir, and that the District shall be the sole owner of the Water Rights and the dam and all facilities and all lands used in connection with the construction, operation, repair, maintenance, enlarging, permitting, changing, renovating, or modifying the Reservoir and all facilities in which the District has ownership or rights which provide supplies of water for storage in the Reservoir. Nothing herein contained shall be deemed to create a partnership, a joint venture, or joint ownership or joint responsibility in any way between the parties hereto.

VII CONTRACT TERMINATION:

7.1 Termination by Upper Yampa.

7.1.1 The District may terminate this Contract for a material breach of the terms of this Contract by Irrigator, including Irrigator's failure to pay timely any amount due under this Contract when due.

7.1.2 The District may terminate this Contract if its legal ability to deliver Contracted Water is materially impaired or is eliminated because of the termination or adverse modification of permits, decrees or other authorizations which are needed to store and deliver the Contracted Water.

7.2 Termination by Irrigator.

7.2.1 Irrigator may terminate this Contract only in whole and not in part, for any material breach of the terms of this Contract by Upper Yampa, including Upper Yampa's failure or inability to deliver Contracted Water for an extended period of time, provided that Irrigator has first given at least 60 days' prior written notice from Irrigator to the District specifying in detail such material breach and giving the District the right within such 60-day period to cure and remedy such material breach.

7.2.2 Except as provided in the preceding sections, Irrigator has no right to terminate or reform or rescind this Contract.

7.3 Notice of Termination to Affected Officials. Either Party may notify the Division Engineer and any other appropriate governmental officials of any termination of this Contract.

VIII. FORCE MAJEURE:

The District shall not be responsible for any losses or damages incurred as a result of Upper Yampa's inability to perform pursuant to this Contract due to the following causes if beyond Upper Yampa's control and when occurring through no direct or indirect fault of Upper Yampa, including without limitation: acts of God; natural disasters; actions or directives or failure to act by governmental authorities; unavailability of supplies or equipment critical to Upper Yampa's ability

to perform; major equipment or facility breakdown or damage; and changes in Colorado or federal law including, without limitation, changes in any permit requirements.

IX. INSPECTIONS:

The District grants to the managerial staff of Irrigator and any of its professional consultants access to Yamcolo Reservoir and Yamcolo Dam subject to this Contract at reasonable times and under reasonable protective terms and conditions.

X. LIMITED REPRESENTATION BY THE PARTIES:

The District represents and warrants that it has full power and authority to execute this Contract, allocate and deliver the Contracted Water, and perform its obligations hereunder during the Term. Irrigator represents and warrants that it has full power and authority to execute this Contract, receive Contracted Water at the delivery point and cause it to be delivered to Irrigator's point and locations of use, and pay for and perform its obligations hereunder during the Term.

XI. ENFORCEMENT OF THIS CONTRACT; REMEDIES ON DEFAULT:

11.1 Before commencing any action for enforcement of this Contract, the Party alleging a material breach of this Contract shall first give at least 60 days' prior written notice to the other Party specifying in detail such material breach and giving the other Party the right within such 60-day period to cure and remedy such material breach.

11.2 Specific performance and/or restraining orders and/or injunctive relief shall be the exclusive remedies for the violation or default by a Party in any provision of this Contract, except that the District shall have all remedies at law, including imposition of assessments under paragraph 3.3 above, for collection of sums required to be paid by Irrigator hereunder which are not paid when due, including interest and attorneys' fees.

11.3 In the event of litigation between the Parties with respect to this Contract or any alleged material breach of the terms of this Contract, the Party substantially prevailing in such litigation shall recover from the other Party all reasonable attorneys' fees and costs of discovery and suit incurred by the substantially prevailing Party.

XII. MISCELLANEOUS PROVISIONS:

12.1 The District may assign this Contract without necessity of Irrigator's consent or approval to any entity which succeeds the District in the ownership of Yamcolo Reservoir, and the District or such successor may collaterally assign the proceeds of this Contract to any entity providing financing to the District or its successor. Irrigator may assign this Contract without the necessity of the District's prior consent or approval to any individual or entity which succeeds Irrigator in the ownership of the entirety of the property described in Exhibit A, such assignment to be effective on the effective date of written notice given from Irrigator to the District of such assignment setting forth the name and contact information for the assignee and certifying that the Contract is assigned in its entirety and that assignee is acquiring ownership of all of the property described in Exhibit A. No

other assignment of this Contract, including without limitation, any assignment of less than the entirety of the Contracted Water or any assignment in connection with the sale of less than the entirety of the property described in Exhibit A, shall be effective unless approved in advance in writing by the District, such approval to be given, conditioned or withheld by the District in its sole discretion.

12.2 This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties.

12.3 The Parties agree to communicate, coordinate and cooperate, if needed, on any required or desired water use accounting.

12.4 No amendment, modification, or novation of this contract or its provisions and implementation shall be effective unless documented in writing which is approved and executed by both parties with the same formality as they have approved and executed this Contract.

12.5 Any notice required or permitted to be given by a party under or in connection with this Contract shall be in writing and shall be deemed duly given when personally delivered or sent by (i) registered or certified mail, return receipt requested, postage prepaid, (ii) expedited courier service, or (iii) email with confirmation of receipt, to the following addresses:

If to Irrigator:

If to Upper Yampa:

Upper Yampa Water Conservancy District
Attention: General Manager
P.O. Box 775529
Steamboat Springs, CO 80477
Email: arossi@upperyampawater.com

Each party may change its address or contact information for notices under this Contract upon written notice to the other party in accordance with this paragraph.

XIII. EFFECTIVE DATE:

The effective date of this Contract shall be the date set forth below that the Board of Directors of the District entered its order granting an allotment contract to Irrigator for the Contracted Water.

[Signatures on following page]

IRRIGATOR:

By: _____

Date: _____

Mailing Address:

Email:

Telephone: _____

UPPER YAMPA WATER CONSERVANCY
DISTRICT

By: _____

(Title)

DRAFT

**EXHIBIT A
TO
2020 YAMCOLO SUPPLEMENTAL WATER CONTRACT
DESCRIPTION OF PROPERTY OF IRRIGATOR**

DRAFT

DESIGNATION OF FINALISTS FOR GM POSITION





BOARD COMMUNICATION FORM

From: Ken Brenner, Search Committee Chair_____

Date: June 26, 2020_____

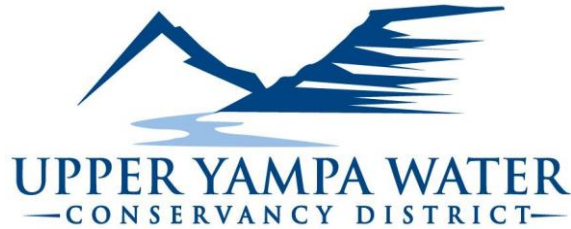
Item: Designation of finalists for General Manager position_____

_____ DIRECTION
_____ INFORMATION
X MOTION
_____ RESOLUTION

I. Request/Issue and Background Information:

The Search Committee (SC), Directors Halliday, Monger, Woodmansee and Brenner, have worked with Peak HR/Carolyn McCormick and Deb Bastian District staff to conduct the search for a new General Manager (GM). Directors have approved the timeline for the GM search, accepted the weekly minutes and been provided regular updates from our Search Coordinator. We have closed the application period, reviewed each application, done thorough phone interviews of 11 applicants and received a response from selected applicants to three questions posed by the SC, including a video presentation. On June 24th and 25th the SC, assisted by Carolyn and Deb, conducted six in-person interviews and one video interview with seven semi-finalists. We met again virtually on June 26th to compare our assessments of the semi-finalists and select the most qualified finalists to **recommend to the Board** for the final GM interviews to be held July 15th.

All of this work has been done in Executive Session to follow statute and provide confidentiality for the applicants. It is important to understand that once the Board ratifies the finalists that the District will announce the names of the finalists to the public. The Board is then required by Colorado Revised Statutes to wait at least 14 days from the date of the announcement of the finalists before they can make a decision to hire a new GM. Subsequently, the SC is recommending that we schedule a special Board meeting for the Directors to interview, in person if at all possible, the finalists on July 15th at a yet to be finalized location. *This will obviously be conditioned as to whether we can comply to Covid regulations.* We also recommend that the Directors will reflect on the interviews overnight and meet again the morning of the 16th to deliberate in Executive Session as to who the Board would like to hire. The decision should be announced as an action item at the regular monthly meeting that afternoon. The General Counsel and Carolyn will work with the selected finalist to secure their employment.



II. Summary and Alternatives:

The SC has performed a very professional search process aided by Carolyn McCormick/Peak HR and Deb Bastian/District staff. The SC has at all times aspired to be impartial, unbiased and objective in their procedures and demeanor for interviews and in their deliberations regarding the finalists. But the recommendation of the SC for GM finalists is only a recommendation until ratified by the entire District Board of Directors. We are asking you to choose one of the following alternatives:

- 1) Accept the SC recommendation
- 2) Modify the SC recommendation
- 3) Reject the SC recommendation and ask for the search to be restarted.

III. Search Committee Recommendation:

The SC asks the Directors to accept their recommended finalists.

IV. Legal Issues:

V. Consistency with Board Goals and Policies:

The Board does not currently have a goal or policy that addresses replacement of the General Manager position. We have relied on the guidance of Colorado statutes, advice from Bob Weiss, General Counsel and the professional advice of Carolyn McCormick/Peak HR. It is important to note that the applicants have read our meeting minutes, By-laws, Strategic Plan, Board Governance Manual and reviewed our financial records. The Directors have clearly indicated their intentions and aspirations for the future of the UYWCD. We believe that the candidates, especially the recommended finalists, share the same vision for the District.

Attachments:

Attachment 1:

Attachment 2:

Additional Attachments:

DETERMINATION OF NEXT MEETING AGENDA



AGENDA

UPPER YAMPA WATER CONSERVANCY DISTRICT SPECIAL MEETING

WEDNESDAY, JULY 15, 2020 (12:00 PM)

**MOUNTAIN VALLEY BANK COMMUNITY ROOM – ACCESS IS LIMITED TO
DIRECTORS AND STAFF ONLY**

PUBLIC ACCESS VIA [HTTPS://BLUEJEANS.COM/928083713](https://bluejeans.com/928083713)


INSTRUCTIONS ON HOW TO JOIN A BLUEJEANS MEETING FOLLOW THE AGENDA

A Board of Directors meeting packet is available for public review on our website at <http://www.upperyampawater.com/board-of-directors/agendas/> on the Friday before the meeting. Amendments to the Agenda and new documents that are generated or submitted after the original posting of the meeting materials will be posted under "Additional Documents" on the website for the relevant meeting.

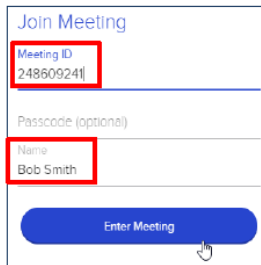
MEETING PROCEDURE: Comments from the Public are welcome at two different times during the course of the meeting: 1) Comments no longer than three (3) minutes on items **not** scheduled on the Agenda will be heard under Public Input and Comment; and 2) Comments no longer than three (3) minutes on all scheduled public hearing items will be heard following the presentation. Please wait until you are recognized by the President. With the exception of subjects brought up during Public Input and Comment, on which no action will be taken or a decision made, the Board may take action on, and may make a decision regarding, ANY item referred to in this agenda, including, without limitation, any item referenced for "review", "update", "report", or "discussion" whether or not listed as an "Action Item."

- (1) Establishment of Quorum and Call to Order
- (2) **Approval of Agenda for Meeting** **Action item**
- (3) **Approval of Special Board Meeting minutes of July 1, 2020** **Action item**
- (4) Public Input and Comment
The Board will make no decision nor take action, except to direct the General Manager. Those addressing the Board are requested to identify themselves by name, organization, if any, and address. Comments shall not exceed three (3) minutes.
- (5) Executive Session:
Executive Session under CRS § 24-6-402 (3.5) and (4)(e)(I) concerning employment of a new general manager. This session will be recorded, and a copy of the recording maintained for not less than 90 days.
- (6) Board of Directors Actions – Executive Session
- (7) Adjournment.

How to join a BlueJeans meeting

Go to: [BlueJeans.com](https://bluejeans.com) and click on "Join Meeting"  located in the upper right hand corner.

In the "Join Meeting" dialogue box, enter the "Meeting ID" (the ID number is provided in the meeting agenda) and your "Name" and then click "Enter Meeting."



Join Meeting

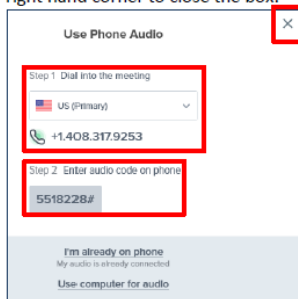
Meeting ID
248609241

Passcode (optional)

Name
Bob Smith

Enter Meeting

You will now be launched into the BlueJeans meeting. The "Use Phone Audio" dialogue box will appear. Follow the steps to connect via phone audio. Once you are connected, or if you were already connected, click on the "X" in the upper right hand corner to close the box.



Use Phone Audio

Step 1: Dial into the meeting

US (Primary)

+1.408.317.9253

Step 2: Enter audio code on phone

5518228#

I'm already on phone
My audio is already connected
Use computer for audio

Mute Audio

When you enter the meeting, place your phone on Mute. If you have used your computer for audio, click on the "Mute Audio" button. If you are using your own phone, press the mute button. Unmute to join the conversation.



Contact Deb Bastian for any questions

- Email: dbastian@upperyampawater.com

- Phone: 970-819-0189