DONALA WATER AND SANITATION DISTRICT
BOARD MEETING AGENDA
MAY 14, 2020

BOARD MEMBERS:	KEN JUDD ED HOULE DENNIS SNYDER WAYNE VANDERSCHUERE KEVIN DEARDORFF
STAFF:	KIP PETERSEN JEFF HODGE TANJA SMITH CHRISTINA HAWKER MARK PARKER

MEETING TIME/PLACE: **1:30 P.M.** – DONALA WATER & SANITATION DISTRICT, 15850 HOLBEIN DRIVE, COLORADO SPRINGS, CO.

Topics for discussion:

1. Call to order;
2. Pledge of Allegiance;
3. Public comment on items not on the agenda;
4. Review of minutes from 04-16-2020; *
5. Financial reports; *
6. Manager's report*
    a. Consider Possible Lease of Water from Pueblo Board of Water Works*
    b. Consider Adoption of Resolution 2020 - **, a Resolution Acknowledging Donala Water and Sanitation Employees for Outstanding Efforts During COVID-19 Pandemic; *
    c. Consider Acceptance of a Parcel of Property to be Donated by G&S Development; *
6. Willow Creek Ranch update; *
7. Status of Operations; *
7. Development Update; *
8. Oath of Office for Newly Elected Board Members;
9. Election of Officers;
10. Public Comment;
11. Adjourn.

* Information Attached

DONALA WATER AND SANITATION DISTRICT
BOARD OF DIRECTORS
MEETING MINUTES
April 16, 2020

The Board of Directors of the Donala Water and Sanitation District met in regular session at the District's office, 15850 Holbein Dr., El Paso County, Colorado on April 16, 2020 at 1:30pm.

Directors Present:	Ken Judd (via phone) Ed Houle (via phone) Dennis Snyder (via phone) Wayne Vanderschuere (via phone) Kevin Deardorff (via phone)
Staff Present:	Kip Petersen Jeff Hodge Tanja Smith Christina Hawker Mark Parker
Guests:	Jennifer Kaylor (via phone) Steve Hrin (via phone) William George (via phone) Dave Powell (via phone) Michael O'Hare (via phone)

esident Judd called the meeting to order at 1:30pm.

Public Comment Non-Agenda Items:

- Powell asked if we are having any problems collecting bills/payments. Have not had any issues yet.
- Powell asked about absentee ballots and if they could be completed online. The process is to download the application, complete it and either mail it back to the District or put in drop box.
- O'Hare requested Donala to reduce rates and taxes to allow customers to be able to afford victory gardens during the COVID-19 pandemic. Judd replied that the board would discuss it.

Review of Minutes:

- Minutes from March 2020 Board Meeting accepted as submitted. Deardorff motioned to approve, Vanderschuere second, all aye.

Review of Financial Statements and Check Summaries:

- Should be at 75%; revenue is at 73.8% and expenses 70.85%.
- Waste revenue is currently at 77.91% and expenses 73.13%.
- General Fund return is .33% and Debt Fund is at .34%.
- Houle motioned to accept, Deardorff second, all aye.

Manager's Report:

- COVID-19 precautions are in full effect to prevent the spread of the Corona Virus. We are following the recommendations of the CDC, EPA and CDPHE for our employee's safety.
- We are seeing an increase in clogged pumps at the Waste Treatment Facility due to lack of toilet paper and people using wipes to flush.
    - We wish we could show the public the process to remove the plugs caused by this. Not only are the wipes caught up in the plug, so is everything else that goes down the drain.
- Donala continues to operate as if there are no external pressures.

- Have been in contact with Town of Monument, Woodmoor Water, Triview Metro and Palmer Lake in regards to sharing resources should the need arise.
- Petersen recognized staff as essential personnel and how each member is working hard, around the clock to ensure that all of our customers have clean and safe drinking water and that the waste material collected from our customers continues to be treated well above our discharge standards, each and every day. Judd also expressed the gratitude of staff on behalf of the entire Board.

- District election will be held on May 5th.
  - Election is a polling place as this decision was made prior to COVID-19 and it is too late to change to a mail in election.
  - For those who do not wish to vote at our office on May 5th, you may obtain an absentee ballot as late as April 28th.
  - We have been asked by several customers to post information in regards to the candidates. The District must be careful in what material we post as it may be perceived as endorsing any particular candidate. With that being said, it is up to the candidates to get their information to the electors.
- PPRWA May meeting is unknown at this time.
- Arkansas Basin Roundtable is scheduled to be held May 13th and may be a phone in meeting.
- Eastern El Paso County is now classified as "abnormally dry" according to latest drought report.
- Donala will reach out to city council member Wayne Williams to further our outreach program once the public gathering restrictions have been lifted.

Willow Creek Ranch:

- We can start taking credit for our water on May 1st.
- Anticipating an average year due to current snowpack.
- Water storage is still high due to the large amount of runoff in 2019 and we may be subjected to a spill.
- Petersen and Parker will make a trip to the ranch next week to determine beaver damage to the stream.

Status of Operations:

- Demands on the District's water supplies starting to increase. Of the 12,030,932 gallons produced in March, 49% was from Willow Creek Ranch and 51% from our wells.
- R. Hull plant will undergo cleaning when we have staff available.

UMCRWWTF:

- The plant is operating within our permit standards.
  - Robert Hull has been spending time at the plant as the Chief Operator.
  - Ads have been posted for the Chief Operator position and we have received one applicant.

Capital Projects:

- The Residual Management Facility project is moving forward.
  - There has been a delay in the delivery of the press with no indication of a new date.
- Water main replacement project is proceeding.
  - We are accepting bids with a targeted mid-May start date.

Development Update:

- There have been no new contacts regarding additional development.
- The District has received 5 taps sold on single-family homes this year.

Additional Comments:

- Hrin would like more clarification on Willow Creek water process as well as the new press. Petersen is available at any time to discuss these further.
- George also expressed his gratitude to the Board and the Donala staff for all they do.

There being no further business of the Board, the President adjourned the meeting at 2:15 pm.
These minutes are respectfully submitted for record by Tanja Smith on April 16, 2020.

66.67%

DONALA WATER & SANITATION DISTRICT

Statement of Revenues and Expenditures - 2020 DONALA SUMMARY

From 1/1/2020 Through 4/30/2020

	Total Budget - Revised	Current Year Actual	Percent Total Budget Remaining - Revised
OPERATING REVENUE			
WATER SALES	3,100,000.00	636,731.25	(79.46)%
EFFLUENT SALES	150,000.00	46,565.41	(68.96)%
SEWAGE SERVICE	1,205,253.00	420,202.12	(65.14)%
INSTALLATION FEES	15,000.00	9,000.00	(40.00)%
TAP FEES	170,000.00	110,500.00	(35.00)%
WATER DEVELOPMENT	65,000.00	39,000.00	(40.00)%
SEWER DEVELOPMENT	25,000.00	15,000.00	(40.00)%
PROPERTY TAX	1,963,538.00	902,717.67	(54.03)%
AUTO TAX	110,000.00	70,102.28	(36.27)%
AVAIL. OF SERVICE	15,400.00	12,425.00	(19.32)%
OPERATING INTEREST	160,000.00	52,204.33	(67.37)%
INVESTMENT INTEREST	43,000.00	17,257.74	(59.87)%
WATER INVESTMENT FEE	40,000.00	24,000.00	(40.00)%
MISC. REVENUE	35,000.00	7,012.84	(79.96)%
FL REIM. REVENUE	120,000.00	25,976.31	(78.35)%
Total OPERATING REVENUE	7,217,191.00	2,388,694.95	(66.90)%
EXPENSES & CAP PROJECTS			
EXPENDITURES			
CHEM/LAB	28,000.00	12,040.59	57.00%
REPAIR/MAINTENANCE	69,500.00	20,448.77	70.58%
TRUCK/BACKHOE	20,000.00	5,055.92	74.72%
UTILITIES	300,000.00	58,148.15	80.62%
TOOLS AND EQUIPMENT	17,000.00	3,675.33	78.38%
INSPECTION REFUNDS	2,000.00	0.00	100.00%
WASTE PLANT EXPENSES	626,252.00	250,200.74	60.05%
W & P LOAN PAYBACK	770,000.00	374,277.48	51.39%
AUDIT	22,600.00	16,000.00	29.20%
RESIDUALS MGMT.	85,000.00	0.00	100.00%
INSURANCE	281,263.00	162,664.37	42.17%
LEGAL EXPENSES	25,000.00	7,027.50	71.89%
OFFICE EXPENSES	23,600.00	3,530.25	85.04%
OFFICE EQUIPMENT	20,000.00	2,279.44	88.60%
TELEPHONE	20,887.00	9,430.30	54.85%
PROFESSIONAL ENGR.	25,000.00	1,605.50	93.58%
DISTRICT ENGINEER	10,000.00	0.00	100.00%
SALARIES	763,495.00	216,543.05	71.64%

DONALA WATER & SANITATION DISTRICT

Statement of Revenues and Expenditures - 2020 DONALA SUMMARY

From 1/1/2020 Through 4/30/2020

	Total Budget - Revised	Current Year Actual	Percent Total Budget Remaining - Revised
PAYROLL TAXES	58,407.00	16,565.58	71.64%
457 PLAN	53,445.00	14,192.00	73.45%
CONTRACT SERVICES	65,084.00	35,218.42	45.89%
PUBLICATION	12,000.00	5,487.52	54.27%
FEES, PERMITS, DUES	18,000.00	12,530.55	30.39%
TRAINING	23,000.00	6,270.73	72.74%
INVESTMENT EXPENSES	5,500.00	1,449.71	73.64%
COUNTY TREAS. FEE	30,000.00	13,540.75	54.86%
FL REIM. EXPENSE	10,000.00	4,265.91	57.34%
CSU WTR/BOWW	1,568,918.00	440,024.93	71.95%
MISCELLANEOUS EXP	12,900.00	13,309.28	(3.17)%
Total EXPENDITURES	4,966,851.00	1,705,782.77	65.66%
CAPITAL PROJECTS			
CAPITAL PROJECTS	2,935,000.00	357,813.69	87.81%
LAUGHLIN DITCH WTR. RIGHTS	200,000.00	49,067.06	75.47%
Total CAPITAL PROJECTS	3,135,000.00	406,880.75	87.02%
Total EXPENSES & CAP PROJECTS	8,101,851.00	2,112,663.52	73.92%

MARCH SPENDABLE	
SAVINGS	2,326,599
CHECKING	295,078
WATER GSA	888,038
SEWER GSA	658,184
PROP. TAX	5,653,857
ARSENIC UPGRADES	914,034
TOTAL FUNGIBLE	$10,735,790

APRIL SPENDABLE	
SAVINGS	2,328,713
CHECKING	54,690
WATER GSA	896,736
SEWER GSA	663,991
PROP. TAX	5,796,516
ARSENIC UPGRADES	914,864
TOTAL FUNGIBLE	$10,655,510

	DONALA GOVT. - APRIL 2020				
ATE	VENDOR	CK#	AMOUNT	DESCRIPTION	ACCT#
04/02/20	AXIS	23704	$217.50	BASE & USAGE KYOCERA COPIER	552, 534
04/02/20	CYBERBASEMENT	23705	$40.00	MAY WEBSITE MAINTENANCE	552
04/02/20	JOHN DEERE FIN	23706	$25.97	MARKING FLAGS, WATER FEED LINE	512
04/02/20	MONUMENT SMALL ENGINE	23707	$37.00	CUT OFF BELT FOR F450	51625
04/02/20	STAPLES	23708	$197.59	FOLDERS, BALLOTS, PAPER, LABELS	534
04/06/20	COMCAST	23709	$114.30	INTERNET@ R HULL THRU 05/03/20	550
04/06/20	SERVICE UNIFORM	23710	$403.96	UNIFORM MAINTENANCE THRU 03/24/20	552
04/07/20	PILOT	ACH	$18.77	MARCH FUEL EXPENSES	51611
04/08/20	AIRGAS	23711	$82.43	CYLINDER RENTAL ACETYLENE & OXYGEN	510
04/08/20	ANSWER-RITE	23712	$96.40	APRIL ANSWERING SERVICE	550
04/08/20	CARD SERVICES	23713	$878.70	ARKANSAS RIVER BASIN, CWP, SUPPLIES	570, 534
04/08/20	COLO SPRGS UTILITIES	23714	$271.33	GAS THRU 03/31/20	51803
04/08/20	HOELTING	23715	$16,000.00	INTERM BILLING FOR 2019 AUDIT	522
04/08/20	OREILLY AUTO	23716	$25.13	TUBING AND SPARK PLUGS	512
04/08/20	PETROCK & FENDEL	23717	$765.00	LEGAL MARCH 2020	53207
04/08/20	VALERO	23718	$244.76	MARCH FUEL EXPENSES	51611
04/08/20	WASTE MANAGEMENT	23719	$123.83	APRIL TRASH SERVICE@ HOLBEIN	552
04/13/20	DPC INDUSTRIES	23720	$160.00	CHLORINE	51005
04/13/20	RECYCLED AGGREGATE	23721	$664.16	ROAD BASE@ RESIDUALS DEWATERING FACILITY	50000
04/13/20	WELLS FARGO	23722	$157.00	LEASE ON KYOCERA COPIER	552
04/14/20	PILOT	ACH	$114.63	APRIL FUEL EXPENSES	51611
04/15/20	JERAD BARNETT	23723	$25.94	TITLE CHECK REFUND	20222
04/15/20	BLACK HILLS ENERGY	23724	$245.33	GAS THRU 04/09/20	51803
04/15/20	CEBT	23725	$12,302.27	MAY HEALTH INSURANCE PREMIUMS	53005
04/15/20	COMCAST	23726	$369.19	INTERNET@ HOLBEIN & MAINTENANCE	550
04/15/20	CORE & MAIN	23727	$757.68	STOCK PVC PIPE & FIRE HYDRANT RE-INSTALL	512
04/15/20	HACH CO	23728	$83.85	ANALYTICAL TEST ON FILTER & PLANT	51010
04/15/20	DARIN HARDEN	23729	$20.24	OVERPAY REFUND	20222
04/15/20	HOME DEPOT	23730	$430.14	QUIKRETE, MARKING PAINT, BLACKTOP PATCHES	512
04/15/20	LRE WATER	23731	$971.75	WILLOW CREEK ENGINEERING THRU 03/25	53607
04/15/20	CLINT PERRY	23732	$38.65	OVERPAY REFUND	20222
04/15/20	VINCE SCHAUER	23733	$99.08	TITLE CHECK REFUND	20222
04/15/20	SMITH & LOVELESS	23734	$1,492.18	CHK VALVE FOR NORTHGATE LIFT STATION	512
04/15/20	SPRINT	23735	$473.20	EMPLOYEE CELL PHONES	550
04/15/20	TORRENCE PATTON USEMAN	23736	$160.10	TITLE CHECK REFUND	20222
04/15/20	VERIZON	23737	$159.45	WILLOW CREEK DATA PLAN	550
04/15/20	WEX BANK	23738	$88.56	MAR/APR FUEL EXPENSES	51611
04/17/20	MOUNTAIN VIEW ELECTRIC	ACH	$17,305.00	MARCH ELECTRIC	51801
04/17/20	COLOR SPRGS UTILITIES	ACH	$68,026.62	WATER DELIVERED MARCH	59800
04/20/20	GLACIER CONSTRUCTION	23739	$229,430.70	RESIDUALS DEWATERING FACILITY	50000
04/20/20	MEYER & SAMS	23740	$22,894.43	RESIDUALS DEWATERING FACILITY	50000
04/21/20	AMNET	23741	$105.00	MONTHLY BILLING FOR MAY	552
04/21/20	CHRISTIAN BROTHERS	23742	$161.36	OIL & FILTER CHANGES	516
04/21/20	CYBERBASEMENT	23743	$23.00	DOMAIN RENEWAL - donalawater.org	552
04/21/20	DPC INDUSTRIES	23744	$1,366.84	CHLORINE & CAUSTIC SODA	510
04/21/20	JEFFREY HODGE	23745	$10,000.00	MOVING EXPENSES	599
04/21/20	HPE INC	23746	$136.00	APRIL PREVENTIVE MAINTENANCE	552
04/21/20	LINCOLN LIFE	23747	$2,567.84	457 PLAN APRIL 15TH 2020	24003, 544
04/21/20	RECYCLED AGGREGATE	23748	$961.76	CON ROAD BASE@ RESIDUALS DEWATERING FAC	50000
04/21/20	TIMBERLINE	23749	$146.48	FIELD SERVICE FOR COMM FAILURE	512
04/21/20	LEIGH PAGE WOZNICA	23750	$106.03	DOUBLE PAYMENT REFUND	20222
04/21/20	PILOT	ACH	$58.89	APRIL FUEL EXPENSES	51611
04/21/20	STANDARD INS	23751	$739.41	DISABILITY - MAY PREMIUMS	53006
04/24/20	COLORADO CLEANING	23752	$321.50	MAY JANITORIAL SERVICES	552
04/27/20	CHALRES SHUB	23753	$7.92	TITLE CHECK REFUND	20222
04/27/20	COMCAST BUSINESS	23754	$484.45	PHONE BILL (719) 488-3603	550

04/27/20	CONTINENTAL UTILITY SOL	23755	$4,594.00	ANNUAL MAINTENANCE & TECH SUPPORT	552
04/27/20	DOROTHY GARLICK	23756	$120.00	TITLE CHECK REFUND	20222
04/27/20	JOHN HAVILL	23757	$492.23	OVERPAY REFUND	20222
04/27/20	CAROLYN MORLEY	23758	$196.52	TITLE CHECK REFUND	20222
04/27/20	SOLID EARTH CIVIL CONST	23759	$7,503.00	HYDRANT RELOCATION@ ROUNDABOUT	512
04/27/20	SPOK INC	23760	$29.30	ADDITIONAL CHARACTER USAGE	550
04/27/20	MARK VOSSEN	23761	$25.61	TITLE CHECK REFUND	20222
04/28/20	PILOT	ACH	$50.30	APRIL FUEL EXPENSES	51611
04/29/20	AIRGAS	23762	$191.13	NITROGEN	510
04/29/20	HACH CO	23763	$2,692.81	LAB SUPPLIES	51009
04/29/20	MARGUERITE HERMANSON	23764	$3,584.22	BILLING CODING ERROR ADJUSTMENT	20222
04/29/20	HPE INC	23765	$293.75	REPAIRS TO HEATER	512
04/29/20	LINCOLN LIFE	23766	$2,582.69	457 PLAN APRIL 30TH 2020	24003, 544
04/29/20	TYLER WOZNICA	23767	$106.03	OVERPAY REFUND	20222

DONALA WATER & SANITATION DISTRICT

Statement of Revenues and Expenditures - 2020 WASTE PANT EXEC SUMMARY

From 1/1/2020 Through 4/30/2020

	Total Budget - Revised	Current Year Actual	Percent Total Budget Remaining - Revised
OPERATING REVENUE			
PD-DONALA	626,252.00	250,200.74	(60.05)%
FOREST LAKES O & M PAYMENTS	72,894.00	13,119.00	(82.00)%
TRIVIEW O & M PAYMENTS	747,164.00	108,784.33	(85.44)%
MISC. REVENUE	0.00	1,062.50	0.00%
Total OPERATING REVENUE	1,446,310.00	373,166.57	(74.20)%
EXPENSES & PROJECTS			
EXPENDITURES			
CHEMICAL AND LAB	110,000.00	38,951.75	64.59%
REPAIR/MAINTENANCE	181,600.00	57,070.24	68.57%
TRUCK/MOWER EXP.	2,300.00	529.32	76.99%
UTILITIES	343,478.00	76,461.06	77.74%
CONTRACT SERVICES	21,521.00	18,491.65	14.08%
BIOSOLIDS HAULING	80,000.00	28,315.42	64.61%
TOOLS AND EQUIP.	5,000.00	2,740.38	45.19%
INSURANCE	109,731.00	57,326.42	47.76%
OFFICE EXPENSE	2,000.00	1,037.51	48.12%
TELEPHONE	5,000.00	2,231.90	55.36%
DISTRICT ENGINEER	15,000.00	2,783.01	81.45%
SALARIES	424,580.00	185,973.76	56.20%
PAYROLL TAXES	31,800.00	14,226.98	55.26%
457 PLAN	29,700.00	7,813.32	73.69%
TRAINING	5,000.00	2,125.00	57.50%
FEES, PERMITS	25,000.00	391.12	98.44%
PUBLICATION	600.00	698.00	(16.33)%
MISCELLANEOUS	1,000.00	407.88	59.21%
LEGAL EXPENSE	3,000.00	0.00	100.00%
AFCURE	50,000.00	21,666.90	56.67%
Total EXPENDITURES	1,446,310.00	519,241.62	64.10%
Total EXPENSES & PROJECTS	1,446,310.00	519,241.62	64.10%

	WASTE PLANT - APRIL 2020				
DATE	VENDOR	CK#	AMOUNT	DESCRIPTION	ACCT#
04/02/20	AMERIGAS	1560	$2,009.24	PROPANE 1ST, 3RD, & 4TH TANKS	51802
04/02/20	FOREST LAKES	1561	$129.27	MARCH POTABLE WATER	51801
04/02/20	CENTURY LINK	1562	$4.02	LONG DISTANCE, 3 LINES	550
04/02/20	STAPLES	1563	$337.94	RECORD BOOKS, DRY ERASE BOARDS, MARKERS	534
04/02/20	USA BLUE BOOK	1564	$33.47	MEDIA PLATES	51009
04/02/20	VERIS	1565	$2,920.30	SLUDGE HAUL WEEK ENDING 03/31/20	51701
04/06/20	MEYER & SAMS	1566	$642.76	PROFESSIONAL SERVICES THRU 03/31/20	52308
04/06/20	POSTAL ANNEX	1567	$568.90	1ST, 2ND, 3RD DAY WET TESTS	51010
04/06/20	SERVICE UNIFORM	1568	$201.64	UNIFORM MAINTENANCE THRU 03/24/20	552
04/08/20	AMERIGAS	1569	$135.00	TANK RENT FOR 1ST TANK@ GATEENT	51802
04/08/20	APPLIED CONTROL	1570	$1,503.74	REPAIR TO ACTUATOR	512
04/08/20	CARD SERVICES	1571	$770.73	RISE BROADBAND, PARTS FOR MOVING GATE	550, 512
04/08/20	INTERMOUNTAIN SAFETY	1572	$164.85	CLOTHING ALLOWANCE - ATOLMAN	599
04/08/20	KUBWATER	1573	$5,290.98	4 DRUMS ZETAG	51010
04/08/20	OREILLY AUTO	1574	$21.99	GREASE GUN FOR SBR PUMP	512
04/08/20	VALERO	1575	$191.60	MARCH FUEL EXPENSES	51611
04/08/20	WATER TECHNOLOGY	1576	$9,572.10	EQ MIXER #4 PUMP REBUILD	512
04/13/20	LAW FIRM OF CONNIE KING	1577	$800.00	PROFESSIONAL SERVICES MARCH 2020	554
04/13/20	WASTE MANAGEMENT	1578	$2,574.42	MARCH SLUDGE HAULS	51701
04/15/20	AMERIGAS	1579	$1,535.63	PROPANE 1ST, 2ND, 3RD, & 4TH TANKS	51802
04/15/20	CDPHE	1580	$391.12	ANNUAL BIOSOLIDS BILLING PERMIT	539
04/15/20	CEBT	1581	$4,581.52	MAY HEALTH INSURANCE PREMIUMS	53005
04/15/20	EVOQUA WATER	1582	$448.42	SDI MIXBED FOR LAB/MAINTENANCE	5101(
04/15/20	HOME DEPOT	1583	$277.26	DISINFECTANT, REPAIRS TO SHOWERS, TOOLS	512
04/15/20	VERIS	1584	$1,668.11	SLUDGE HAUL WEEK ENDING 04/12/20	51701
04/15/20	WEX BANK	1585	$15.08	APRIL FUEL EXPENSES	51611
04/17/20	MOUNTAIN VIEW ELECTRIC	ACH	$17,795.00	MARCH ELECTRIC	51801
04/21/20	AMNET	1586	$39.50	MONTHLY BILLING FOR MAY	552
04/21/20	CENTURY LINK	1587	$192.72	INTERNET@ WASTE PLANT	550
04/21/20	GARRISON MINERALS	1588	$5,428.59	MAGNESIUM HYDROXIDE SLURRY	51016
04/21/20	HPE INC	1589	$242.00	APRIL PREVENTIVE MAINTENANCE	552
04/21/20	LINCOLN LIFE	1590	$2,503.41	457 PLAN APRIL 15TH 2020	24003, 544
04/21/20	MEYER & SAMS	1591	$1,385.80	PROFESSIONAL SERVICES THRU 02/28/20	52308
04/21/20	PUEBLO BEARING	1592	$37.00	WHEELS FOR DOLLY	512
04/21/20	SPRINT	1593	$237.00	EMPLOYEE CELL PHONES	550
04/21/20	TOWN OF MONUMENT	1594	$1,227.75	SATELLITE MONITORING FOR MONUMENT CRK	552
04/21/20	USA BLUE BOOK	1595	$369.84	2 PHASE MONITORS	51009
04/24/20	ACZ LAB	1596	$238.41	REGULATION-85 DATED 04/15/20	51010
04/24/20	AMERICAN LOCK & KEY	1597	$70.00	CLEANED MORTISE CYLINDER	512
04/24/20	HPE INC	1598	$911.69	PRESSURE SWITCH & IGNITOR ON MAU	512
04/24/20	PUEBLO BEARING	1599	$527.90	BELT FOR SBR BLOWER	512
04/24/20	SEACREST GROUP	1600	$2,079.00	BIOMONITORING TESTS ON EFFLUENT	51010
04/24/20	STANDARD INS	1601	$344.39	DISABILITY - MAY 2020 PREMIUMS	53006
04/24/20	COLORADO CLEANING	1602	$223.50	MAY JANITORIAL SERVICES	552
04/24/20	VERIS	1603	$746.01	SLUDGE HAULS WEEK ENDING 4/19/20	51701
04/27/20	ACZ LAB	1604	$1,320.20	COMPLIANCE TESTING	51010
04/27/20	ALLIED ELECTRONICS	1605	$1,596.83	UPS FOR SBR PLC CABINET	514
04/29/20	AMERIGAS	1606	$2,070.68	PROPANE 1ST, 2ND, 3RD, & 4TH TANKS	51802
04/29/20	LINCOLN LIFE	1607	$2,143.46	457 PLAN APRIL 30TH 2020	24003, 544

29/20	VERIS	1608	$1,473.60	SLUDGE HAULS WEEK ENDING 4/26/20	51701
04/29/20	YOURMEMBERSHIP.COM	1609	$399.00	JOB POSTING CHIEF WASTE WATER OPERATOR	538

CHANDLER INFORMATION: APRIL 2020

GENERAL FUND: $3,242,450 (invested) Market Value
$ 210,864 (Colorado State Bank)
Next Maturity Date: 4/23/2020
$150,000
BV RETURN: 0.27%

DEBT FUND: $624,535 (Insurance for Bond Issuance)
Money Market
BV RETURN: 0.20%

DONALA
Water & Sanitation District

MEMO

TO: Board of Directors

FROM: Kip Petersen, General Manager

SUBJECT: Manager's Report

DATE: April 16, 2020

COVID-19 – The District continues to take all precautions to prevent the spread of the Corona Virus, or COVID-19, within our facilities and staff. We are now open to the public but are not changing out meters yet. We are still conducting temperature checks of employees and visitors when they first come in to detect fevers. Hand washing protocols remain in place. We are fortunate that we have had no staff members personally affected by the virus.

DISTRICT ELECTION ON MAY 5, 2020: The District conducted a successful election on May 5th. We had 157 votes cast, with xxx number of voters who came to the polling place. Based upon the comments received from those voting in person, they were impressed with our process to keep social distancing and sanitation procedures in place while voting. Tanja Smith did a fantastic job as the Designated Election Official and she deserves accolades for a successful election. Both Christina Hawker and Lindsay Beavers, who were Tanja's deputies, also contributed to the success. The two poll watchers, Ginnette Ritz and Leslie Cross spent a long day at the office, but they did their job in an outstanding manner. We appreciated their assistance in this election.

CONSIDER A LEASE FOR WATER FROM THE PUEBLO BOARD OF WATER WORKS: Over the last several weeks, staff has been brainstorming on how to address the District's delays in completing the Residuals Management Facility. As previously noted, the supplier of the press, which is the most important piece of equipment and critical in the process, has been delayed until August, due to supply chain impacts from the virus. While understandable, it makes no difference to the State Health Department which will continue to monitor compliance at the discharge point for arsenic limits. With the potential of having a below average year for taking water from Willow Creek Ranch, we anticipate having to pump our wells more than we have during the last 5 summers. We are reviewing our available options, which are limited and include the following: enter into a lease with the Pueblo Board of Water Works (PBWW) for an additional 125 AF of water; rent a "Baker" tank to place at the Residual Management Facility to hold the backwash water and then, when the plant is completed pump it

into the day tanks for treatment; and finally, attempt to manage our wells in a fashion that minimizes the arsenic being generated.

During the time we've been discussing alternatives, on May 1st, it was discovered that Well 4A would not run continuously. Well 4A is the well on the upper parking lot at our main office. We contacted Hydro Resources our well contractor, who ran diagnostic tests and determined that the pump was not operating. We immediately had Hydro Resources pull the pipe to remove the pump and motor. During removal of the pump, once it was brought to the surface, numerous scorch marks were evident on the exterior of the pump, indicative of a burned-out pump.

On May 6, during a repair on Well 4, 100' from Well 7 at the upper parking lot, it was noted that there was well packing material at the top of the well piping, and not just a little. This would indicate that one of two things have occurred; either a screen has been breached somewhere down the hole, or there is a hole in the well casing that has allowed packing material to enter the well casing. The only way to tell is to pull the pump and motor and have the well casing videoed. As Hydro Resources was already on site, we had them pull that pump and motor as well. As the pipe was being pulled, additional packing sand was attached to the pipe. When the last piece of pipe was being brought out, this is the piece that the pump and motor and attached to, the pump and motor separated from the pipe and remained in place. What we believe has happened, is that the either a screen is breached or there is a hole in the casing, which allowed packing sand to infiltrate the pipe, below the pump and motor. When pumps are installed in a well, they are not placed at the bottom of the well, but somewhere below the static water level and above the bottom. It appears that the packing sand may have filled up the well casing and surrounded the pump and motor, creating a suction that pulled the pump and motor off the end of the pipe as the pipe was being pulled to the surface.

We have directed Hydro Resources to video both wells, which will be completed as soon as their schedule allows, most likely within the next two weeks. This will give us an idea of what damage there may be to Well 7 and the casing and if we are able of affect repairs. Well 4A needs a new pump and motor but the pipe and casing appear to be in good condition with no noticeable pitting or rusting of the pipe. We will video Well 7 as well to ensure its integrity.

While Mark believes that we should be able to manage our wells to avoid an arsenic exceedance at the waste plant, we are now down two wells as we enter irrigation season. One alternative we've considered is to lease water from PBWW to offset the irrigation demands with water that is arsenic free. This water would be delivered by CSU and therefore will not have any arsenic to worry about. This water would be very expensive as not only do we have to pay PBWW for the leased water (and it's a take or pay agreement), we'll have to pay CSU the current rates to deliver that water. PBWW will charge us $762.17 per AF ($95,271.25) and CSU will charge us .0517 per cubic foot ($281,524) for a grand total of $376,796. I can state that this is the least desirable option, however there are additional factors to consider, including the timing of a possible agreement with PBWW. Discussing the potential agreement with Rick Fendel, he is of the opinion that we need to contact CSU to ensure that they have no issues with an additional element of water being pushed through their pipes. We have been in contact with CSU and staff has indicated no concerns, but they need to obtain the Council's approval before we can move forward. This should occur before the end of May. The second legal consideration is our 1041

permit with Pueblo County. Rick has indicated that if we can structure the agreement with PBWW to avoid placing the water in Pueblo Reservoir, and have PBWW exchange the leased water to their storage accounts in either Turquois and Twin Lakes Reservoirs, CSU could take possession of the water and place it into their system for delivery into Rampart Reservoir. PBWW has agreed to those changes and CSU has tentatively agreed. With this approach, Rick will contact Pueblo County to advise them of the arrangement and stating that since we are not using SDS, the 1041 conditions do not apply. Pueblo may come back and take a stance in opposition, thus creating a substantial time lag. One concern to keep in mind is that we have started the irrigation season and the longer it takes to iron out the details, the less feasible this option becomes. In order to have all our options available, and ready to execute, I would ask the Board to agree to the proposed contract with PBWW, but not execute it until we've determined that it is the only feasible option we have. Alan Ward, with PBWW is aware of our situation and will work with us if he can. He plans to take the agreement to his Board in June. Well 4A will be out of service for at least a month and Well 7 may, or may not, be repairable, but in any case, we can't count on it for this season.

Finally, as if the well situation weren't challenging enough, we have a serious budget issue. As you know, the budget for 2020 is very tight, with the unexpected costs to complete the Residual Management Facility. We had to adjust the budget to accommodate those higher costs. In the past we've budgeted $350,000 each year for well maintenance and repair. In order to provide a balanced budget, I removed this line item from the 2020 budget. We have budgeted that amount every year, and we have not needed it, until now. We do have a $100,000 contingency line item that we can access for repairs, but it's likely that will not be enough, and we may need to access reserves. I don't know how much the costs will be at this time and it may be into June before we get a handle on real costs. Jeff is fully vetted on this and is ready to jump into the fray to find a workable and affordable, solution.

CONSIDER ACCEPTANCE OF A PARCEL OF LAND FROM G&S DEVELOPMENT, LOT TRACT A, MUIRFIELD: The District has been contacted by Scott Gratrix, of G & S Development. Mr. Gratrix is the individual who has redeveloped the golf course. He is just about ready to close out this project and there are several outstanding matters he needs to address. We have advised him of what needs to be provided to the District for us to accept the new infrastructure. During discussions, he asked if Donala would be interested in taking title to a piece of land off Westchester. This is a 7,800 square foot parcel, with a legal description of Tract A, Muirfield. I indicated a great deal of interest as this parcel has water, wastewater and reuse lines running through it. It also has a storm water drainage line and outlet, running under the property. Mr. Gratrix is proposing to quit claim the land to Donala. Before moving forward, I wanted to gauge the Board's interest in this acquisition. This is not a buildable lot and the District would not construct any improvements on the property, other than a fence to prevent anyone from parking on the site. In addition to our utilities, there are gas, electric and communication lines running underneath the property. I believe that it would be in the best interest of the District to acquire this parcel, if for no other reason than to control the future activities on the property, to protect our infrastructure. If the Board concurs, I would obtain title insurance and move forward with the donation.

CONSIDER A RESOLUTION RECOGNIZING THE STAFF OF THE DONALA WATER AND SANITATION DISTRICT FOR EFFORTS UNDERTAKEN DURING THE COVID-19 PANDEMIC: Director Houle has requested that the attached Resolution be read, and adopted by the Board of Directors, in acknowledgement of the efforts of the Donala staff to keep operations up and running during the last several months of the COVID-19 pandemic.

PIKES PEAK REGIONAL WATER AUTHORITY: The May water authority meeting was conducted via telephone. There was a quorum and business was conducted. Dick Brown presented an update on the impact that the pandemic has had on the finances of the State of Colorado. Short term, the Governor has ordered substantial budget reductions for this fiscal year, ending June 30th. The 2020/21 budget has not been finalized due to the adjournment of the state legislature, but forecasters are anticipating a $2-$3 billion-dollar shortfall in revenue next year which will translate into similar budget cuts across the board. Sports betting became legal on May 1st, but with professional sports being shut down, there is no revenue being generated. If you recall, most of the money generated is to go to water projects, consistent with the State Water Plan but no revenue means no projects, at least until next year. The legislature is set to reconvene on May 18 to finish out this year's legislative work. As you can imagine, the priorities of the legislature have now changed substantially from what they were 60 days ago.

The second topic of conversation was an update by Jenny Bishop on the City Council's discussions on regionalization of water and waste water services. I have attached a copy of the power point presentation that the Council received, which I believe I have provided to you previously. I don't know how many of the Board members were able to listen to the Workshop on April 22, 2020, but Mark, Jeff and I did. The take away is that the Council appears willing to consider regional provision of services, under certain conditions. Their first step is to consider adoption of the Water Supply Management Policy (I-7). This policy is the last three pages of the power point presentation. This will be considered in late May by the Utilities Board. The next steps that CSU will take is to refine the understanding of regional water needs. The Authority was asked how they could best participate in that discussion, with a suggestion that a steering committee of key authority members could be established to assist. If you reference page 4 of the power point presentation, they have established a timeline for the regionalization discussions. While I'm encouraged by the current attitude of the Council, the current timeline won't have contracts being considered until 2023. Unless Council makes a special determination for Donala, it appears that the District will continue to have an annually approved agreement. Our current agreement ends on December 31st at midnight. We will have to specially request an extension for one year, which the current agreement does allow for. After 2021, the agreement will expire, and a new agreement will need to be approved by City Council.

ARKANSAS BASIN ROUNDTABLE: The last meeting of the Roundtable was postponed. The May Roundtable is scheduled for May 13th and will be conducted by telephone. We will call in to monitor the discussions.

DROUGHT REPORT: I have attached the latest drought report. The latest report is one for concern. Comparing last months report with this report, the amount of drought in Colorado has increased significantly, with two large portions of southeast and southwest Colorado classified as

Extreme Drought. The southern 2/3's of El Paso County is considered to be in Moderate Drought. Our portion of the county is Abnormally Dry.

SUPPLEMENTAL WATER LEASE AGREEMENT

This SUPPLEMENTAL WATER LEASE AGREEMENT is made and entered into as of the ___ day of _____, 2020, by and between the Board of Water Works of Pueblo, Colorado (hereinafter called "Pueblo Water") and Donala Water and Sanitation District (hereinafter called "Lessee");

RECITALS

WHEREAS, the water use that is the subject of this Agreement is of a type not normally within any regular rate schedule fixed by Pueblo Water; and the parties mutually agree that the terms for the lease of water for the purposes hereinafter set forth should be the subject of this special Agreement;

WHEREAS, Lessee and Pueblo Water are parties to a Water Lease Agreement dated September 20, 2011 (hereinafter called "Existing Lease").

WHEREAS, Lessee desires to procure additional raw water from Pueblo Water beyond that contracted for in the Existing Lease;

WHEREAS, Pueblo Water is willing to lease raw water to Lessee for its use for this purpose subject to the terms of this Agreement which is a supplement to, not a replacement of, the Existing Lease.

WHEREAS, Lessee is a political subdivision of the State of Colorado as described at C.R.S. §29-1-202(2), is authorized to enter into intergovernmental agreements pursuant to Colo. Const., Art. XIV, §18(2), and C.R.S. §§29-1-203 and 32-1-1001(1)(d).

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and the payments to be made hereunder, the parties hereto agree as follows:

AGREEMENT

1. **Quantity**. One-hundred-twenty-five (125) acre-feet is both the minimum and maximum quantity of water to be paid for and made available for delivery under this Agreement.

2. **Term of Agreement**. This Agreement will be in force for a period of 6 months commencing on May 1, 2020 and terminating 6 months later on October 31, 2020.

3. **Delivery of Raw Water**. The water to be delivered hereunder is raw water that has not been treated to make it suitable for any particular use. Any treatment of the water delivered hereunder to make it suitable for Lessee's use is the responsibility of Lessee.

4. **Delivery of Consumable Water**. Pueblo Water agrees to deliver to Lessee, at the Place of Delivery described in Paragraph 5, transmountain water or other water totally consumable under Colorado law, including but not limited to, reusable return flows from transmountain water or other fully consumable water. The Lessee may fully consume and reuse the water delivered under this Agreement.

5. **Place of Delivery**. The Place of Delivery will be at Twin Lakes Reservoir or Turquoise Reservoir.

6. **Choice of Water Source**. Pueblo Water may release the water from Pueblo Water's stored water at Twin Lakes Reservoir or Turquoise Reservoir at the option of Pueblo Water, but such sources do not include Fryingpan-Arkansas Project Water.

7. **Approval to Utilize Water**. Lessee will use the water leased pursuant to this Agreement to serve its customers in the Donala Water and Sanitation District in El Paso County, Colorado. Lessee will be responsible for compliance with all applicable laws. If Lessee requires approvals from administrative or judicial authorities to use the water to be delivered under this Agreement, then Pueblo Water will cooperate with Lessee to provide information regarding Pueblo Water's

water rights that may be needed to obtain approval of Lessee's water use. However, all costs of any such approvals will be borne by Lessee. Lessee will not file an application with any administrative or judicial authorities that includes a change to any of Pueblo Water's water rights without the express written consent of Pueblo Water, which consent is in the sole discretion of Pueblo Water.

8. **Delivery**. Pueblo Water will deliver the lease water to the Lessee by transferring the water to Colorado Springs Utilities' accounts at Twin Lakes Reservoir or Turquoise Reservoir. Lessee is responsible for establishing a contractual relationship with Colorado Springs Utilities regarding these water transfers for Lessee's benefit.

9. **Transportation and Evaporation Losses**. The quantity of water to be delivered hereunder will be measured as it is transferred to Colorado Springs Utilities' accounts. Any transportation and evaporation losses that occur after the transfer will be borne by the Lessee.

10. **Notice of Delivery**. Pueblo Water agrees to make available for delivery up to the quantity of water stated in paragraph 1 during the term of this Agreement at the request of Lessee. Lessee must notify Pueblo Water at least one business day in advance of any requested delivery of water.

11. **Charge**. In consideration of the water leased under this Agreement, Lessee agrees to pay Pueblo Water a charge of $762.17 per acre-foot of water for the quantity of water identified in paragraph 1 above. The parties agree that the water leased hereunder is on a "take or pay" basis. Accordingly, Lessee must pay the charge for all leased water, whether or not said quantities of water are actually taken by Lessee or are required for use by Lessee. Likewise, Pueblo Water agrees to make the water available for delivery throughout the term of this Agreement subject to

paragraphs 13 through 16 below. The failure of Lessee to take delivery of the full quantity of water contracted for and paid for does not entitle Lessee to a refund of any sums paid.

12. **Payments**. Upon execution and delivery of this Agreement to Pueblo Water, Lessee must pay $95,271.25 for the 125 acre-feet of water leased (125 x $762.17).

13. **Pueblo City Charter Provision**. This Agreement involves the use of water outside the territorial limits of the City of Pueblo and is specifically limited by the provisions of the City Charter governing such use. The City Charter provides, among other things, that: "The Board of Water Works shall have and exercise all powers which are granted to cities of the first class by the Constitution and Laws of the State of Colorado, except the power to levy and collect taxes directly or indirectly. Surplus water may be supplied to territories outside the City until same is needed by the inhabitants of the City."

14. **Determination of Water Availability by Pueblo Water**. Pueblo Water has determined that the welfare of Pueblo and its inhabitants requires a stable water supply not only for its citizens but also for the other customers of Pueblo Water putting to beneficial use the water belonging to Pueblo Water. Therefore, the extent to which limitation of water delivery outside Pueblo may be necessary to enable Pueblo Water to provide adequately for users inside Pueblo is a fact to be determined by Pueblo Water in the exercise of its reasonable discretion from time to time as occasion may require.

15. **Interruption of Water Supply Beyond Pueblo Water's Control**. While it is the purpose of Pueblo Water to maintain a water supply adequate to meet the needs of the metropolitan area logically dependent on Pueblo Water for water supply and for its temporary contract customers, there are many elements that make it uncertain whether the supply can always be adequate for all. Both parties to this Agreement recognize that the water supply for

Pueblo Water and its water customers is dependent upon sources from which the supply is variable in quantity and beyond the control of Pueblo Water. No liability in tort or contract attaches to Pueblo Water hereunder on account of any failure to accurately anticipate availability of water supply or because of an actual failure to supply water due to inadequate runoff or inadequate storage arising from an occurrence beyond the reasonable control of Pueblo Water, including, but not limited to, act of God, strike, war, insurrection, or inability to serve arising out of the order of any court, or the lawful order of any governmental entity clothed with authority to regulate matters pertaining to water, public utilities, public health, or pollution control.

16. **Emergencies or Water Shortages**. The parties agree that from time to time emergency or shortage situations may arise where there is a necessity to limit the use of water for customers of Pueblo Water. The parties agree that the necessity for such limitation is a fact to be determined by Pueblo Water in the exercise of its reasonable discretion from time to time, as occasion may require. It is hereby agreed that Pueblo Water may adopt, in the situation of emergency or shortage, such reasonable restrictions on uses or priorities for curtailed use, as may be necessary to adapt to such emergency conditions or shortage. Lessee agrees that no liability in tort or contract attaches to Pueblo Water hereunder on the account of the necessity for adopting and implementing such policies to meet emergency conditions or shortage.

17. **Not a Permanent Supply**. The Parties understand and agree that this Agreement is not to be interpreted as any commitment on the part of Pueblo Water to furnish water to Lessee on a permanent basis, but rather to provide Lessee with water from Pueblo Water for the temporary period of the term of this Agreement.

18. **Sales Tax or Other Taxes**. In the event any sales tax or other tax is levied on the water leased under this Agreement, Lessee agrees to pay said tax. Lessee may, however, contest the

imposition of any such tax at its own expense, and the requirement of such payment under this Agreement is without prejudice to Lessee's right to contest any attempted imposition of tax.

19. **Assignability; Sublease**.

19.1 This Agreement may be assigned, in whole or part, by Lessee subject to prior written approval of said assignment by Pueblo Water, which approval is in the sole discretion of Pueblo Water.

19.2 Lessee may sublease the water obtained from Pueblo Water under this Agreement subject to prior written approval by Pueblo Water, which approval is in the sole discretion of Pueblo Water. However, Lessee will not sublease water to third parties at a higher price than it pays Pueblo Water under this Agreement. Sale of water to Lessee's water system customers does not require approval by Pueblo Water pursuant to this paragraph.

20. **Prohibition of Use For Marijuana Enterprises**. Lessee will not use water provided under this Agreement for marijuana enterprises.

21. **Waiver**. Failure of either party hereto to exercise any right hereunder is not a waiver of such party's right and does not affect the right of said party to exercise at some future time said right or rights or any other right it may have hereunder. No waiver of any of the provisions of this Agreement will be deemed or constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver is binding unless executed in writing by the party making the waiver.

22. **No Exclusive Right or Privilege**. Nothing in this Agreement is to be construed as a grant by Pueblo Water of any exclusive right or privilege.

23. **Title to Water Rights**. Nothing herein is to be interpreted to give Lessee any legal or equitable title in or to any of Pueblo Water's water rights.

24. **Notices**. All notices to be given with respect to this Agreement must be in writing. Unless otherwise provide in this Agreement, each notice must be sent by first class mail, postage prepaid, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Every notice will be deemed to have been given at the time it is deposited in the United States mail in the manner prescribed herein. Nothing contained herein is to be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process. All notices required to be given to Pueblo Water hereunder must be delivered to:

Board of Water Works of Pueblo, Colorado
Attention: Executive Director
Hand Delivery:
319 West 4th Street
Pueblo, CO 81003

Mail:
P.O. Box 400
Pueblo, CO 81002-0400

or at such other address as Pueblo Water may direct by written notice. All notices required to be given to Lessee hereunder must be delivered to:

Donala Water and Sanitation District
15850 Holbein Drive
Colorado Springs, CO 80921

or at such other address as Lessee may direct by written notice.

25. **Remedies**. In the event that either party defaults in the performance of any of its obligations under this Agreement, in addition to any and all other remedies provided in this Agreement or by law or equity, each party will have the right of specific performance against the other. In the event of litigation, the prevailing party will be entitled to its litigation costs, including reasonable attorney's fees. Each party agrees to personal jurisdiction in any action

brought in any court within the County of Pueblo, State of Colorado having subject matter jurisdiction over the matters arising under this Agreement. Any suit, action, or proceeding arising out of or relating to this Agreement will only be instituted in the County of Pueblo, State of Colorado.

26. **Default, Right to Cure**. In the event that either party believes that the other is in default of any obligation under this Agreement, except as provided below in this paragraph, the non-defaulting party must give written notice of the default to the defaulting party. Such notice will be given by certified or registered mail, postage prepaid and return receipt requested. If a notice of default is provided, the party accused of the default must either cure it or provide a written statement explaining why it is not in default. If the alleged default is not cured or otherwise resolved within thirty (30) days, the parties may resort to their remedies. In the event of default for failure to pay any amount required to be paid by Lessee pursuant to the terms of this Agreement, Pueblo Water is not required to deliver water and notice of default is not required. Pueblo Water may, at its sole option, provide notice and a ten (10) day cure period. However, Pueblo Water will not be required to deliver water until the entire amount owed is paid by Lessee.

27. **Right to Enter Agreement**. Each party hereby warrants and represents that it has the full right and lawful authority to enter into this Agreement.

28. **Governing Law**. This Agreement will be governed by the laws of the State of Colorado in all respects.

29. **Entire Agreement, Modification**. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter described in it. No supplement,

modification, or amendment of this Agreement is binding unless executed in writing by all parties.

30. **Captions and Headings.** The captions and headings in this Agreement are for convenience of reference only, and will not be used to interpret, define, or limit its provisions.

31. **Construction Against the Drafter.** In the event of an ambiguity in this Agreement, the rule of construction that ambiguities will be construed against the drafter is inapplicable, and the parties hereto are to be treated as equals and no party will be treated with favor or disfavor

32. **Third Party Beneficiaries.** Other than any successor or assigns of the Parties, enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties, and not to any third party. Any services or benefits that third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

33. **Governmental Immunity.** No term or condition of this Agreement is to be construed or interpreted as a waiver, express or implied, by Pueblo Water or Lessee of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as applicable now or hereafter amended.

34. **No General Obligation Debt.** No provision of this Agreement will be construed as creating or constituting a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional, statutory provision, nor a mandatory charge or requirement against the Lessee in any ensuing fiscal year beyond the then current fiscal year. Any obligation to make payments hereunder is subject to appropriation on an annual basis. This Agreement does not constitute a mandatory charge or requirement of the Lessee in any ensuing fiscal year beyond the then current fiscal year or constitute or give rise

to a general obligation or other indebtedness or multiple fiscal year financial obligation of the Lessee within the meaning of any constitutional or statutory debt limitation and will not constitute a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. No provision of this Agreement will be construed or interpreted as creating an unlawful delegation of governmental powers nor as a donation by or a lending of the credit of the Lessee within the meaning of Sections 1 or 2 of Article XI of the Colorado Constitution. This Agreement will not directly or indirectly obligate the Lessee to make any payments beyond those budgeted and appropriated for the Lessee's then current fiscal year.

IN WITNESS WHEREOF, Pueblo Water and Lessee have caused these presents to be executed in their respective behalf by their proper officers.

BOARD OF WATER WORKS OF PUEBLO, COLORADO	DONALA WATER AND SANITATION DISTRICT
By: _____ Executive Director	By: _____ Title:

EL PASO COUNTY - COLORADO

6206304001
NICHLAS CT

Total Market Value
$3,200

OVERVIEW

Owner:	**G & S DEVELOPMENT INC**
Mailing Address:	**9800 PYRAMID COURT STE 340 ENGLEWOOD CO, 80112-2668**
Location:	**NICHLAS CT**
Tax Status:	**Taxable**
Zoning:	**PUD**
Plat No:	**9050**
Legal Description:	**TRACT A MUIRFIELD**

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	**$3,200**	**$930**
Improvement	**$0**	**$0**
Total	**$3,200**	**$930**

No buildings to show.

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	VACANT RESIDENTIAL LOTS	29.000	7448 SQFT	$3,200

SALES HISTORY

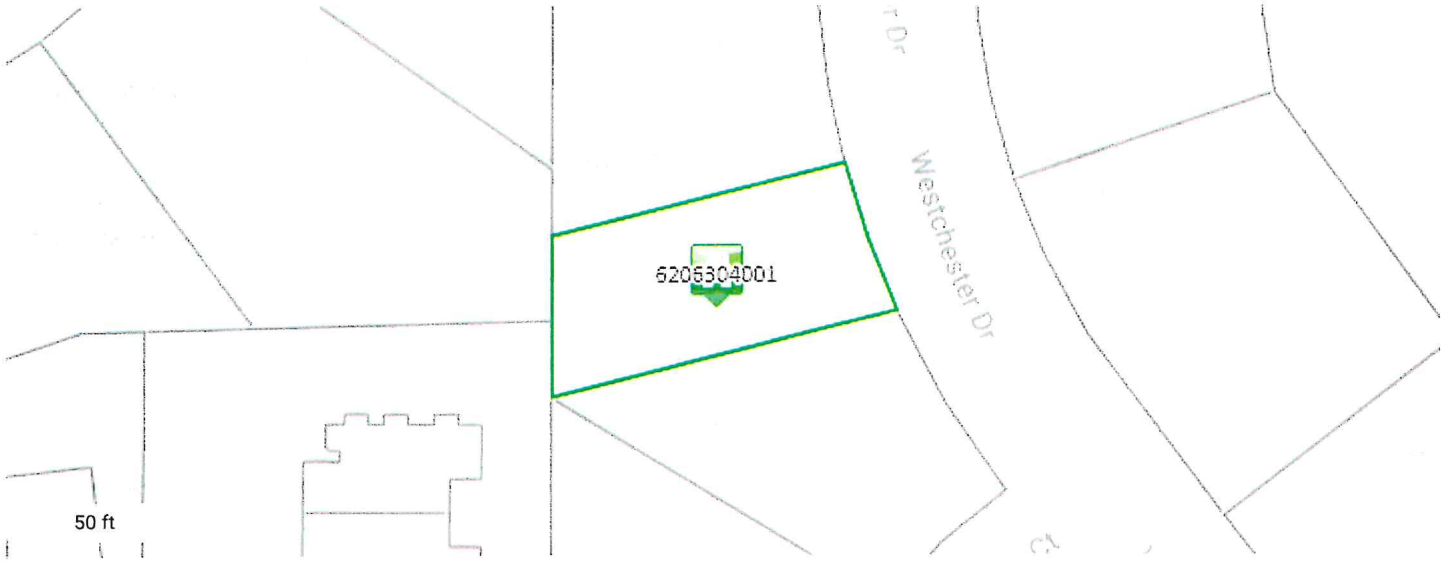
	Sale Date	Sale Price	Sale Type	Reception
+	07/12/2019	$0	-	219079126
+	02/16/1995	$0	-	95015846

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **JDP** Levy Year: **2019** Mill Levy: **114.695**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	7.222	FINANCIAL SERVICES	(719) 520-6400
EPC ROAD & BRIDGE (UNSHARED)	0.330	-	(719) 520-6498
ACADEMY SCHOOL NO 20	60.216	BECKY ALLAN	(719) 234-1200
PIKES PEAK LIBRARY	3.731	MIKE VARNET	(719) 531-6333
DONALD WESCOTT FIRE PROTECTION	7.000	CHIEF VINCENT BURNS	(719) 488-8680
DONALA WATER & SANITATION AREA A	21.296	KIP PETERSEN	(719) 488-3603
EL PASO COUNTY CONSERVATION	0.000	PAMELA DAVISON	(719) 632-9598
DONALD WESCOTT FIRE NORTHERN SUBDISTRICT	14.900	CHIEF VINCENT BURNS	(719) 488-8680



INSTRUCTIONS			
Category:	**Utilities Board Instructions to the Chief Executive Officer**	Date of Adoption:	~~May 16, 2018~~ DRAFT 4-10-2020
Policy Title (Number):	**Water Supply Management (I-7)**	Revision Date:	
Monitoring Type:	**Internal**	Revision Number:	
Monitoring Frequency:	**Annual**		

The Chief Executive Officer shall direct that new and existing water resources and systems are aggressively developed, protected and optimized to maintain and enhance water system sustainability and responsibly balance costs and risks to reliably meet the needs of current and future customers. Accordingly, the CEO shall:

1. Defend Colorado Springs Utilities' water rights against claims and filings by others if these would in any way injure, hinder, or decrease Colorado Springs' current or future yield or use.

2. Conduct periodic evaluations of Colorado Springs Utilities' existing decreed water rights and take legal and administrative actions necessary to optimize the water system.

3. Provide a reliable water supply to existing and future customers, including requests for regional service contracts and annexations, by planning for, developing, and managing water resources in accordance with the following criteria:

   A. At all times maintain a minimum of one year of customer demand in water system storage.

   B. Meet or exceed 90 percent reliability for maintaining a minimum of 1.5 years of customer demand in water system storage.

   C. Conduct an evaluation of the need for water shortage response measures when water system storage is forecast to fall below 1.5 years of customer demand on or after April 1 of any year.

4. Plan for and implement water use efficiency and demand management measures to support and enhance water system reliability.

5. Use Denver Basin groundwater in Colorado Springs Utilities' exclusive water service territory only for emergency supplemental supply, limited non-potable uses, aquifer storage and recovery, or periodic exercising of groundwater infrastructure for operation and maintenance purposes.

6. Not develop or allow development of controlled ground water in the Dawson Aquifer in Colorado Springs Utilities' exclusive water service territory.

7. ~~Option 1 (Existing Language)~~ Not reserve Colorado Springs Utilities' water supplies or wastewater infrastructure for any person, organization, property or development not connected to the water or wastewater system regardless of whether that entity is inside or outside the city limits or Colorado Springs Utilities' exclusive water service territory.

~~Option 2 (Military Exception) Not reserve Colorado Springs Utilities' water supplies, infrastructure, or capacity for any person, organization, property or development regardless of whether that entity is inside or outside the city limits or Colorado Springs Utilities' exclusive water service territory, except that the Utilities Board may evaluate and approve such a reservation to ensure that Colorado Springs Utilities can meet the reasonably anticipated water and wastewater demands of the Pike Peak Region, on a case by case basis.~~

~~8. Only provide water and wastewater-related services, including, but not limited to, water leases, storage, conveyance, or treatment (collectively referred to as "water-related services"), outside Colorado Springs Utilities exclusive water service territory pursuant to regional service contracts that comply with City Code, the directives set forth in the Regional Water and Wastewater Service Management Plan (Plan), and other applicable Utilities Board approved policies or directives. Regional service contracts are also subject to the following requirements:~~

~~A. All regional service contracts must be approved by the Utilities Board. Colorado Springs Utilities may deny any service request, modify the type of service to be provided, request mitigation to offset water system impacts and risks, or impose terms and conditions on the provision of service necessary to offset impacts and risk.~~

~~B. Regional service contracts will provide a net benefit to Colorado Springs Utilities and the City of Colorado Springs ratepayers, appropriately balancing costs and risks, and leveraging existing and planned investments.~~

~~C. Utilities will perform an evaluation of impacts to water system reliability, level of service, and water resources for new water and wastewater regional service contracts not in the Plan based on a 10 year planning horizon.~~

~~D. Regional service contracts for water-related services shall include a premium on rates that will benefit Colorado Springs Utilities ratepayers and a percentage of such premium will be dedicated as surplus revenue, which may be appropriated to the general revenues of the City of Colorado Springs by the City Council in its Annual Budget and Appropriation Ordinance pursuant to the City Charter.~~

~~8. Enter into special contracts for water-related services only if the special contracts will provide a benefit to Colorado Springs Utilities ratepayers and citizen owners, recognizing the~~

~~costs of both investments and risks, and will support the management of water resources in a manner no less protective than Colorado Springs Utilities policies, practices, and regulations, including regional obligations and environmental commitments. New special contracts for water-related services approved pursuant to this limitation shall comply with the following provisions:~~

~~A. Include a premium on fees and rates that will benefit Colorado Spring Utilities ratepayers and citizen-owners.~~

~~B. Dedicate 50 percent of the premium as surplus revenue in recognition of citizen ownership, which may be appropriated to the general revenue of the City of Colorado Springs by the City Council in its Annual Budget and Appropriation Ordinance pursuant to the City Charter.~~

~~C. Not exceed a term of three years, with provisions for renewal, if Colorado Springs Utilities water supplies are included.~~

~~D. Not exceed a term of 25 years, with provisions for renewal, for other water-related services in which Colorado Springs Utilities water supplies are not included.~~

~~E. Require special contract customers to adopt and enforce water use restrictions, but only as necessary to protect Colorado Springs Utilities customers from compulsory restrictions on the use of water.~~

RESOLUTION BY
THE DONALA WATER AND SANITATION DISTRICT (DONALA)
BOARD OF DIRECTORS (THE BOARD)
EXPRESSING APPRECIATION TO THE MEN AND WOMEN OF THE DONALA WATER AND SANITATION DISTRICT FOR THEIR EXCEPTIONAL PERFORMANCE DURING THE 2020 COVID-19 PANDEMIC

May 14, 2020

WHEREAS, Donala provides water and waste water services to over 2,700 single family equivalent customers; and,

WHEREAS, this involves providing over 160,000,000 gallons of potable water annually and treating over 155,000,000 gallons of waste annually; and,

WHEREAS, this requires the Donala staff to manage over $55,000,000 in capital assets to provide this annual service; and,

WHEREAS, the Donala staff was required to maintain all water and waste water operations under very difficult and challenging circumstance during the 2020 COVID-19 pandemic; and,

WHEREAS, Mr. Kip Petersen, Donala General Manager, provided exceptional leadership and management for the entire Donala staff and ongoing water production and waste water treatment operations during the COVID-19 pandemic; and,

WHEREAS, Robert Hull, Superintendent, provided outstanding leadership and expert management as the District Superintendent while also assuming the added responsibility to manage the Upper Monument Creek Regional Wastewater Treatment Facility filling a critical staff shortfall during the COVID-19 pandemic; and,

WHEREAS, Mr. Mark Parker, Superintendent of Water Operations, provided superb leadership and expert management in directing the district's water production and distribution system to insure a continued and uninterrupted water supply during the COVID-19 pandemic; and,

WHEREAS, Tanya Smith, Office Manager, Christina Hawker, Financial Accounts, and Lindsay Beavers, Administration provided exceptional administrative and financial management along with outstanding customer service despite the challenges related to the COVID-19 pandemic; and,

WHEREAS, Water Operators Ronny Wright, Joe Lopez, and Ross Robinson performed in an outstanding manner to help the district continue water production and distribution efforts under very difficult operating conditions during the COVID-19 pandemic; and,

WHEREAS, Waste Plant Operators Thom Waite, JR Vialpando and Waste Plant Maintenance Technician Trevor Wilch made a superb contribution to the continued operation of the Upper Monument Creek Regional Wastewater Treatment Facility during the COVID-19 pandemic; and,

WHEREAS, Troy Vialpando, District Maintenance, performed in an exceptional manner to sustain all maintenance functions, to include District snow removal, to keep the District operating effectively during the challenging COVID-19 pandemic; and,

WHEREAS, Meter Readers Sue Fenton, Candy Chernak, Linda Parobek, and Helen Gilster continued to provide outstanding support to the District during the challenging COVID-19 pandemic,

NOW, BE IT THEREFORE RESOLVED, the Donala Board of Directors, on behalf of the District's customers, extends to the men and women of the Donala Water and Sanitation District its sincere gratitude and appreciation for the exceptional service each man and woman of the District offered to the customers of Donala during the 2020 COVID-19 pandemic.

RESOLVED, APPROVED, and ADOPTED by the Board this 14th day of May 2020, at Colorado Springs, Colorado.

_____
Kenneth Judd, President

_____
Edward Houle, Vice President

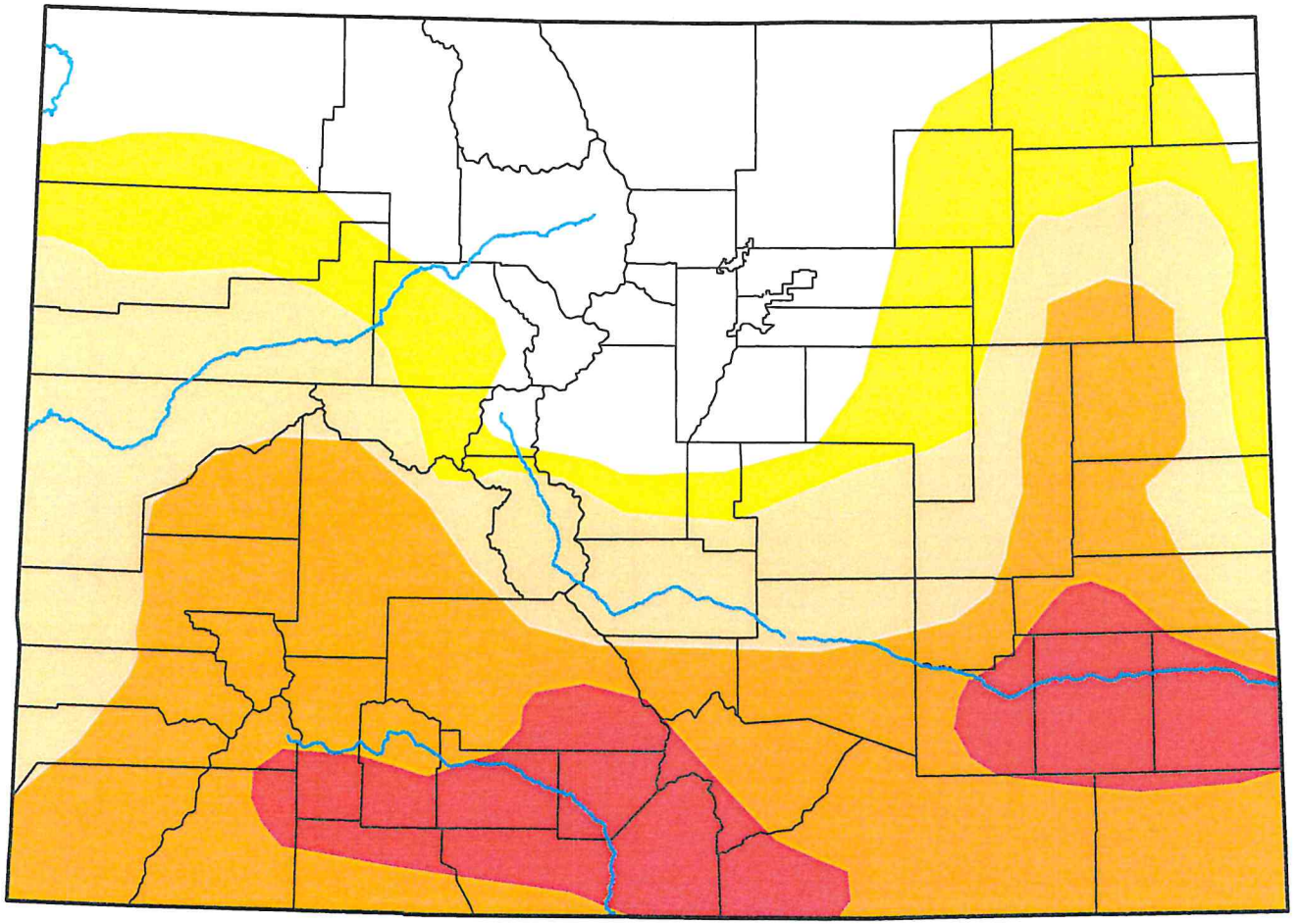
_____
Dennis Snyder, Secretary/Treasurer

_____
Wayne Vanderschuere, Director

_____
Kevin Deardorff, Director

U.S. Drought Monitor
Colorado

May 5, 2020
(Released Thursday, May. 7, 2020)
Valid 8 a.m. EDT



Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Pugh
CPC/NOAA

droughtmonitor.unl.edu

WILLOW CREEK RANCH
MAY 14, 2020

On April 24, 2020, Mark and I traveled to the Ranch to determine the depth of snowpack, calibrate the flumes and determine the extent of the damage the beavers have done to Willow Creek. We were pleased at the condition of the access road. We were able to drive to the green gate, at John Scott's house and unload the atv there. John has done a very good job of keeping the access clear. He has placed snow fence along the length of the access road to our joint property line and coupled with his plowing, the road is in the best condition I have seen it at the end of winter.

Mark and I were able to access the Willow Creek flume. The snow depth was roughly 1' deep and was heavy with moisture. A portion of the flume was still snow and ice covered but Mark was able to break it down and then calibrate the flume. We then attempted to access North Willow Creek but as we left the trees to cross the pasture to either the kilns to left or continue on to the trailer on the right-hand portion of the trail, we encountered a snow drift blocking the trail. This drift was approximately 5' high. We tried skirting around on the left and right side but the snow in the pasture was pretty deep and we didn't want to get the atv stuck in an area where we couldn't use the winch to pull us out. Needless to say, we couldn't make it to the area of the beaver dams, nor to North Willow Creek. Mark and Troy will be going up again on the 15th of May to try and get back to the dams. Based upon the most recent pictures we have; the pastures are now clear of snow which should allow access to the areas in question. The plan is to then rent a small track hoe in Leadville and use it to clear out the dams. We're concerned that the District's skid steer would get bogged down in the creek and we would have to undertake a rescue operation. We will attempt to clear the beaver dams on May 18 and 19.

The most recent conference call with Reclamation was on May 5th and the news is good. More than enough water has been moved from the system to avoid a spill during this year's runoff. Turquois, Twin Lakes and Pueblo Reservoirs have been pulled down to levels that will allow storage in the upper two lakes and slowly released downstream to Pueblo Res. With this news, we have started taking credit for our May allocation of water.

STATUS OF OPERATIONS
MAY 14, 2020

WATER PLANTS: The demands on the District's water supplies are starting to increase, with some limited irrigation observed around the District. The District produced 16,973,00gallons in April vs. 12,030,932 gallons of water in March, which is a 30% increase over March. Of this total, 49% was from our Willow Creek Ranch and the balance, 51%, was from the District's wells.

UMCRWWTF: The Upper Monument Creek Regional Waste Water Treatment Facility is operating within our permit standards. I have extended the search for a new Chief Waste Water Operator until the end of May.

CAPITAL PROJECTS: The Residual Management Facility project is slowly moving forward, but without the main treatment piece of equipment. The latest communication from the manufacturer is that the press may be delivered in August. This means that we'll have to depend upon our Willow Creek Ranch water more again this year to avoid any arsenic issues in the fall. Most concerning is the drought that appears to be creeping back into Colorado.

The District's water main replacement project is moving forward. Pate construction was the low bidder this year, with a bid of $1,051,604. If there is one upside to the turmoil that the COVID-19 virus has created, we did seem competitive bidding for this project. This project was budgeted for $1,250,000 and we saved approximately $200,000 due to the downturn in the economy. The project has been awarded to Pate and construction is anticipated to begin shortly after Memorial Day. We will be sending detailed letters to those impacted residents on Candlewood, Hunting Beach and Mission Hills rather than asking residents to attend an open house.

DEVELOPMENT UPDATE
MAY 14, 2020

There have been no new contacts regarding additional development within the Donala boundaries.

DONALA WATER & SANITATION DISTRICT BOARD STATISTICS -- MONTHLY VOLUME

April 2020

1. Water Pumped	8,600,000	Gallons
Willow Creek Water	8,373,000	Gallons
Total Water Billable	**16,973,000**	**Gallons**
2. Backwash Robert Hull Plant	23,000	Gallons
Backwash Holbein Plant	160,000	Gallons
Hydrant Flush and Misc	2,350,000	Gallons
Total Water Non-Billable	**2,533,000**	**Gallons**
3. **Billable Water Distributed** (Includes #1 Minus #2)	**14,440,000**	**Gallons**
4. Water Billed All Routes	**13,361,627**	Gallons
Truck Fill Billed	157,934	Gallons
Pumped but not Billed - Includes Holbein, R. Hull & Acct 1155 & Temp Hydrant	6,728	Gallons
Actual Water Total	**13,526,289**	**Gallons**
5. **%Billed vs. Distributed**	**93.67%**	
6. **Donala Waste Influent**	**12,413,000**	47.57%
7. **Triview Waste Influent**	**12,247,000**	46.93%
8. **Forest Lakes Influent**	**1,434,000**	5.50%

See Previous Yearly Data On Back

		SF	MF	MF (SFE)	COMM	COMM(sfe)	IRR OTHER	Irr Other (SFE)	TOTAL	TOTAL (SFE)	Growth
2019											
	JAN	2144	394	394	48	286	35	35	2621	2859	0.00%
	FEB	2144	394	394	48	286	35	35	2621	2859	0.00%
	MAR	2147	397	397	49	287	35	35	2628	2866	0.24%
	APR	2147	397	397	49	287	35	35	2628	2866	0.24%
	MAY	2147	397	397	49	287	35	35	2628	2866	0.00%
	JUN	2150	397	397	49	287	35	35	2631	2869	0.10%
	JUL	2151	398	398	49	287	35	35	2633	2871	0.17%
	AUG	2153	398	398	49	287	35	35	2635	2873	0.14%
	SEP	2155	398	398	49	287	35	35	2637	2875	0.14%
	OCT	2158	398	398	49	287	35	35	2640	2878	0.17%
	NOV	2163	398	398	49	287	35	35	2645	2883	0.28%
	DEC	2163	398	398	49	287	35	35	2645	2883	0.17%
2020											
	JAN	2160	398	398	49	287	35	35	2642	2880	-0.10%
	FEB	2162	398	398	49	287	35	35	2644	2882	0.07%
	MAR	2167	398	398	49	287	35	35	2649	2887	0.17%
	APR	2167	398	398	49	287	35	35	2649	2887	0.00%
	MAY		398	398	49	287	35	35	482	720	-75.06%
	JUN		398	398	49	287	35	35	482	720	0.00%
	JUL		398	398	49	287	35	35	482	720	0.00%
	AUG		398	398	49	287	35	35	482	720	0.00%
	SEP		398	398	49	287	35	35	482	720	0.00%
	OCT		398	398	49	287	35	35	482	720	0.00%
	NOV		398	398	49	287	35	35	482	720	0.00%
	DEC		398	398	49	287	35	35	482	720	0.00%

LOW PRECIPITATION

Water issues lead to drought, fire risk and weaker streamflow

By Bruce Finley
The Denver Post

One of Colorado's driest Aprils on record has led to diminished mountain streamflow and snow at 76% of the norm for this time of year as warmer temperatures accelerate melting.

The paltry snowpack and lack of rain over the past month resulted in lagging flows in all the major river basins, more than a month before summer, the latest federal surveys show.

River basins in southern Colorado received less than half of average precipitation, with the Rio Grande River Basin registering 16% of the norm between 1981 and 2010, according to U.S. Department of Agriculture Natural Resources Conservation Service data.

Most survey sites in the San Juan Mountains and Sangre de Cristo Mountains recorded the lowest or second-lowest April precipitation on record, the data show.

Northern Colorado river basins received more water but measured well below the norm at 77% to 84%.

Federal monitoring now shows more than half of Colorado facing drought, extreme on the southeast plains and in the upper Rio Grande Basin.

"Dry soils underlying the snowpack can absorb much of the snowmelt in the spring, which has the potential to substantially decrease the amount of water that actually makes it to a stream channel to contribute to runoff," federal hydrologist Karl Wetlaufer said.

"Because of this effect, it is anticipated that streamflows will be less than are commonly observed in other years with a similar snowpack peak — particularly in the southern half of the state," Wetlaufer said.

It's been a roller-coaster year, in line with a climate-driven trend toward increased variability. As recently as April 20, federal data showed snowpack statewide measuring 104% of the norm.

But on Friday, while snowpack along headwaters of the South Platte River that feeds northeastern Colorado remained about normal, the snow measured 87% along headwaters of the closely-watched Colorado River — a crucial source for 40 million people across seven western states.

And in Colorado's central and southern mountains, snow in the Arkansas River Basin measured 69% of the norm and 33% along headwaters of the Rio Grande River. Gunnison River Basin snow has decreased to 57%, and snow along the San Miguel, Dolores, Animas and San Juan rivers decreased to 48% of the norm for this time of year.

Snow in Colorado's high mountains serves as a natural reservoir, holding water until spring, when rising temperatures melt the snow. This sends water into streams, then rivers — and manmade reservoirs.

Federal data showed reservoirs around the state mostly full. Their purpose has been to help people endure dry times. Agriculture in Colorado uses about 85% of water supplies.

This dry spring also has created conditions favoring fire. National Weather Service meteorologists issued "red flag" alerts last week as high wind combined with dryness to raise risks. Camp fires and other open fires were prohibited in several counties over the weekend. April and May historically have ranked among relatively wet months with ample rain and snow.

Bruce Finley: 303-954-1700, bfinley@denverpost.com or @finleybruce

Denver City Council to postpone plastic bag fees

By Conrad Swanson
The Denver Post

Denver's upcoming 10-cent fee for single-use plastic bags won't start for more than a year, City Council unanimously agreed Monday.

The fees were set to begin July 1 after the council approved them in December.

But the council unanimously voted to push that start to July 1, 2021, as the coronavirus pandemic continues.

Reused bags are considered less sterile. Some stores are longer allowing customers to use them, while others require customers to bag their own groceries and goods if they bring bags from home.

The fees are meant to encourage shoppers to switch away from single-use bags in favor of more environmentally friendly options — a strategy that has worked in other cities in Colorado and around the country.

Some council members had expressed hopes that the fees could soon be followed by new measures limiting the use of single-serve styrofoam packages and more, effectively launching a war on plastics.

However, those plans are on hold now as communities across the country work to curb the spread of the new coronavirus.

Conrad Swanson: 303-954-1739, cswanson@denverpost.com or @conrad_swanson

RESOLUTION BY
THE DONALA WATER AND SANITATION DISTRICT (DONALA)
BOARD OF DIRECTORS (THE BOARD)
EXPRESSING APPRECIATION TO THE MEN AND WOMEN OF THE DONALA WATER AND SANITATION DISTRICT FOR THEIR EXCEPTIONAL PERFORMANCE DURING THE 2020 COVID-19 PANDEMIC

May 14, 2020

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RESOLVED, APPROVED, and ADOPTED by the Board this 14th day of May 2020, at Colorado Springs, Colorado.

Kenneth Judd, President

Edward Houle, Vice President

Dennis Snyder, Secretary/Treasurer

Wayne Vanderschuere, Director

Kevin Deardorff, Director