

## RECORD OF PROCEEDINGS

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A meeting of the Woodmoor Water and Sanitation District No. 1 (WWSD) Board of Directors was held on June 14, 2010 at the Woodmoor Water and Sanitation District No. 1 office.

### PRESENT:

Director Courrau  
Director Hacker  
Director Town  
Director Whitelaw  
Director Wyss

Manager: Jessie J. Shaffer  
Ass't. Manager: Randy Gillette  
Attorney: Erin Smith  
Consulting Engineer: Steve Tamburini, Mike Rothberg  
Secretary: Hope Winkler  
Visitors: Charlie Stanzione – Bishop Brogden Assoc.  
Walraven Ketellapper – Stillwater Resources  
Bill Ray – Corporate Advocates, Inc.  
Harriet Halbig – OCN  
Garnetta Watson – Woodmoor Resident

### I. Call to Order:

President Town called the meeting to order at 1:00 p.m.

### II. Reading of the Minutes:

Copies of the May 6, 2010 meeting minutes of the Woodmoor Water and Sanitation District were provided to each director. It was moved, duly seconded and unanimously passed that the minutes be approved.

### III. Financial Report:

Wyss stated that he had reviewed the Financial Report and had no comments. It was moved, duly seconded, and unanimously passed that the Financial Report be accepted.

### IV. Public Discussion:

1. Hacker introduced Garnetta Watson who is a District Resident and summarized her background.

V. **Joint Use Committee (JUC) Report:**

Whitelaw reported that:

1. The DMR was good – there were no violations. The plant is operating well.
2. The South Monument Outfall's copper reading was 123 Ugl. The WWSD North Outfall Line reading was 39 Ugl. The Monument Sanitation district cannot explain the high readings for their South Outfall Line other than that there are a lot of new houses on that line.
3. The plant purchased a TV screen for the wall and all reports are now scanned in and appear on the screen.

VI. **Manager's Report:**

Shaffer reviewed the Manager's Report dated June 14, 2010, a copy of which is attached hereto.

1. **Pikes Peak Regional Water Authority (PPRWA):** Shaffer said that he has not yet had the check cut to join the Colorado/Wyoming Flaming Gorge Coalition. An intergovernmental agreement under the PPRWA umbrella is needed. Duthie is the representative. The PPRWA is working on a feasibility study and are in the data acquisition stage. The Task Force is expected to finish the feasibility project this fall. The Million Group is using Harvey Economics to gather their data. Shaffer presented an addendum to the PPRWA Intergovernmental Agreement allowing the Triview Metropolitan District to become a new member. It was moved, duly seconded, and unanimously passed that the WWSD approve the membership of the Triview Metropolitan District in the PPRWA. It was proposed at the PPRWA that around 8-20-10 political candidates be invited to the PPRWA.
2. **EL Paso County Water Authority:** The purpose of the EPCWA was discussed. The Transit Loss Model could be housed elsewhere. Annual dues are \$2,500 and it does take staff time. Shaffer thinks it could be worth that much – it has members that the PPRWA does not have. The matter will be considered over the next two or three months. One of the problems in dismantling the EPCWA is that the City of Colorado Springs, the EPCWA, Fountain Creek, and the USGS are signatories on the Transit Loss Model. Dues to the PPRWA are higher than are the dues for the EPCWA.
3. **Water Resources Contract Administration:** It was moved, duly seconded, and unanimously passed that the District Manager be hereby delegated all power and authority to administer such contracts for water and water rights that the Board has already authorized in 2010 and be authorized to execute any amendments and extensions of such contracts of a nonmaterial nature on behalf of the Board.
4. **Stonewall Springs Short Form Contract:** It was moved, duly seconded, and unanimously approved that the District Manager be authorized to execute the Short Form Contract to Buy and Sell Real Estate between the District and Stonewall Springs Quarry, LLC and Stonewall Water, LLC.
5. **Property Tour:** Shaffer asked if any Board Members were interested in touring any of the properties that the District has under contract. Town will fly over the area with Shaffer. Whitelaw will be leaving for vacation on June 16<sup>th</sup> and will not return until July 31, 2010.

6. **Operations: Randy Gillette:** Gillette reported that the billed VS pumped was 84% because customer meters were read starting the 27<sup>th</sup> and well meters were read on the 1<sup>st</sup> of June. Adjusted for the difference in days, the figure would be 95%. The South filter plant is pumping 800 GPM and it is all lake water. The District is supplying some water to the golf course. Lake Woodmoor is down about a foot to 7097.4. Noxious weeds on District property were sprayed and mowing will commence again when the spray has had time to work. Maintenance has been done on the dam outlet pit. The pit is now smaller and some of the area has been enclosed.
7. **Subdivision Update:** No new subdivisions to report at this time.
8. **Construction:** The contractor on the White Fawn/Deer Creek project should blade next Wednesday and begin paving at the end of the week. All driveways have to be tied in to the road. In a separate project, Redline is bringing three deep manholes up to grade and removing one.
9. **District Wide Augmentation Plan Water Court Filing:** The District Wide Augmentation Plan was filed in Water Court on May 18, 2010.
10. **Lawn Irrigation Return Flow:** The Lawn Irrigation Return Flow Water Right Decree application was filed simultaneously with the District Wide Augmentation Plan on May 18<sup>th</sup>.
11. **Water Exchange Decree:** A Water Exchange Decree application enabling the District to exchange direct from Monument Creek to the Woodmoor Pines Golf and Country Club was also filed simultaneously with the above two requests on May 18<sup>th</sup>. A follow-up letter was written to the State Engineer's Office. It will take about 60 days to get a Substitute Water Supply Plan and when it is received the District will draft up an Augmentation Water Supply Agreement with the Woodmoor Pines Golf and Country Club for the golf course.
12. **Airport Equity Supplemental Water Agreement:** A document undoing the Supplemental Water Agreement for Mientka's property; relinquishing any claim to supplemental water and acknowledging no right to sue was given to Mientka for his signature. He did sign it but signed in the wrong place. The District is now awaiting a document with the signature in the right place.
13. **Bank Midwest** – (foreclosure bank for Misty Acres property) – Bank Midwest has agreed to pay the legal fees involved in amending the Misty Acres Supplemental Water agreement.
14. **Sewer Rates Model:** All necessary information has been given to Hartman of thc. A preliminary meeting has been scheduled for June 29<sup>th</sup>.
15. **Mid-Year Budget Update:** Shaffer stated that the Mid-Year Budget Update will be presented at the August unless the Board wished to have it prior to that. The consensus was that August would be soon enough. Since it is likely that a budget amendment will be involved, a Public Hearing must be held and Smith will publish that meeting as required.
16. **Church at Woodmoor:** Nothing has been heard from the Church at Woodmoor and Shaffer will check with Dick Durham to see if they are still interested in inclusion.

## VII. Special Reports and Subjects:

1. **Engineer's Report:** Rothberg said there was nothing other than Executive Session.
2. **Attorney's Report:** Smith said that she had nothing additional other than Executive Session.

VIII. **Old Business:**

There was no other Old Business to come before the Board at this time.

IX. **New Business:**

1. **Consideration of Cancellation of Supplemental Water Usage and Service (also known as excess water usage and service) to WED, LLC:** WED, LLC's annual reserve payment was due January 31, 2010 and has not been received. 10 acre feet of water are left under the reservation for Village Center 3. Telephone calls have been made to WED, LLC; a letter requesting payment by April 15, 2010 was sent; and a letter noticing this June 14<sup>th</sup> meeting, was sent on May 14, 2010. ~~The letter requested WED, LLC to show cause why their agreement should not be cancelled.~~ No communication has been received from WED, LLC. Smith said that it is clear that WED, LLC had ample opportunity to respond. After discussion, it was moved, duly seconded, and unanimously passed that supplemental water usage and service (also known as excess water usage and service) to the WED, LLC property be cancelled and that Staff be directed to record the instrument effecting said cancellation.
2. Director Hacker announced that her house is under contract and will close on July 22, 2010. She will keep the Board informed.
3. The Special District Assoc. (SDA) magazine has an excellent article on "Duties of a Board Member".
4. President Town recessed the meeting from 2:14 pm to 2:20 pm.

**Executive Session:**

It was moved, duly seconded, and unanimously approved that the Board move into Executive Session pursuant to Section 24-6-402(4)(a), C.R.S., for "discussions related to the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest"; and pursuant to Section 24-6-402(4)(e) C.R.S., "Determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators" all related to water and storage rights negotiations, property interests, Rocky Ford Highline, and Super Ditch. The Executive Session commenced at 2:23 p.m. The Board returned to Regular Session at 4:46 p.m.

It was determined that no actions had taken place while in Executive Session and the following motions were then made:

It was moved by Director Hacker and seconded by Director Whitelaw that the "Contract to Buy and Sell Real Estate" between the Woodmoor Water and Sanitation District No. 1 and Louis E. Fuller and Louis E. Fuller and Rita Fuller be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Courrau that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and Gary E. Wallace, and Gary E. and Sharon Wallace be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Whitelaw that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and Wallace, Inc. be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Courrau that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and John S. Marshall and Jacqueline Marshall be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Courrau that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and Allen Quint be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Whitelaw that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and Ronald L. and Kathleen J. Dizmanj be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved by Director Hacker and seconded by Director Whitelaw that the “Contract to Buy and Sell Real Estate” between the Woodmoor Water and Sanitation District No. 1 and Robert B. and Colleen M. Barnhart be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the

Board and subject to approval as to form by the District's counsel. The motion passed unanimously. It was noted that Barnharts want to lease back the property to continue farming for two to three years.

It was moved by Director Hacker and seconded by Director Whitelaw that the "Contract to Buy and Sell Real Estate" between the Woodmoor Water and Sanitation District No. 1 and Robert and Donald Hunter be authorized; that the president be authorized to sign it; and that the District Manager be hereby delegated all power and authority to administer such contract and be authorized to execute any amendments and extensions of such contract of a non material nature on behalf of the Board. The motion passed unanimously.

It was moved, duly seconded and unanimously passed that the District enter into a contract with Paul Flack as a consultant to do revegetation reconnaissance to determine the difficulty of revegetation on the land the District is contracting for.

It was moved, duly seconded and unanimously passed that any Board Member be authorized to sign any required document in the absence of the President of the Board.

X. **Adjournment:**

There being no other business to come before the Board, it was moved and duly seconded that the meeting be adjourned. The motion passed unanimously and the meeting adjourned at 4:52 p.m.

Respectfully Submitted,



Elizabeth Hacker, Ass't. Secretary