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Join via phone at 1-719-359-4580 **Meeting ID:** 893 4073 6332

Meeting Passcode: 804848

AGENDA

Call to Order

Roll Call

Pledge of Allegiance

Consent Items

- A. Approval of Agenda
- B. Approval of Minutes

Public Comment

Public comments are limited to three (3) minutes. When you are recognized, please stand, state your name, and then address the Board in a professional manner.

The Directors may not respond to your comments during this meeting, rather they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up.

Financial Reports

- A. Expenditures for Year-to-Date 2025

Staff Reports

- A. Paul Grant
 - 1) Monthly Report
- B. Kim Boyd
- C. Sasha Davidson

- 1) Systems Total Report
- 2) Meter Readings Spreadsheet

New Business

- A. INTERGOVERNMENTAL AGREEMENT BETWEEN KIOWA WATER AND WASTEWATER AUTHORITY AND ELBERT COUNTY FOR PROVISION OF WATER SERVICES AND INFRASTRUCTURE IMPROVEMENTS BY KIOWA AUTHORITY FOR PROVISION AND USE OF THE ELBERT COUNTY PUBLIC WORKS FACILITY BUILDING

Old Business

Correspondence/Discussion

Adjourn

Agenda Approved By:

**Donald Gabehart
President, KWWA**

Date Posted:

August 11, 2025

Time Posted: 4:00pm

CALL TO ORDER

The regular meeting of the Kiowa Water and Wastewater Authority was called to order on July 8, 2025, at 5:32pm by President Gabehart.

PLEDGE OF ALLEGIANCE

President Gabehart led the Board in the Pledge of Allegiance.

ROLL CALL

Present: President Donald Gabehart, Secretary Jill Duvall, Treasurer Teresa Parker, Director Laurel Brown and Director Bret Wager.

Also in attendance:

Tammy Hart, Town of Kiowa Board of Trustees

Kim Boyd, Town Administrator

Sasha Davidson, Town Clerk

Paul Grant, Headways Consultants on Zoom

CONSENT ITEMS

- A. **Approval of the Agenda** –President Gabehart entertained a motion to approve the agenda. Secretary Duvall made the motion to approve the agenda. Treasurer Parker seconded the motion, and the motion passed 5-0, with no discussion.
- B. **Approval of the minutes of June 10, 2025, Meeting** - President Gabehart entertained a motion to approve the minutes of May 13, 2025. Treasurer Parker made the motion to approve the minutes. Director Wager seconded the motion, and the motion passed 5-0, with no discussion.

PUBLIC COMMENTS

Joey Kuhn spoke briefly about the bar water line repair and how impressed she was with Paul Grant and the guys who worked with him. She also offered her husband's services to help find the lines underground.

FINANCIAL REPORTS

- A. **Expenditures for Year-to-Date 2025** - Administrator Boyd shared the financial reports, noting a few corrections and adjustments. The board asked some clarification questions.
- 1) **Extended work proposed for Pumpman, Inc. on the well located at the Kiowa Fire Parking Lot** – There was discussion of the fact that there needed to be an additional \$3,370.00 spent on cleaning and conditioning of the well before testing could begin. There will probably be additional fees for lab fees later, but Paul was going to check.

President Gabehart entertained a motion to approve spending an additional \$3,370.00 to clean and condition the well. Treasurer Parker made the motion to approve the additional \$3,370.00 to be spent on cleaning and conditioning the well. Secretary Duvall seconded the motion, and the motion passed 5-0 with no discussion.

- 2) **Wright Water Engineering delayed invoicing on PNA Project** – CDPHE provided a \$10,000 grant which was used for the PNA. Invoices were paid as they were received in 2023 and 2024; however, several new invoices have come in for March 2024 – May 2025 for an additional \$10,541.83. They stated that they had held off invoicing KWWA due to the plan to pull from the next grant that would be sought for projects. New grants cannot be utilized for items already invoiced, only for those items coming. Some of the charges were discussed and disputed by the administrator and the board and not approved in the scope of work. Administrator was directed to dig into the charges before they would be approved to be paid.
- 3) **Emergency Repairs – Kiowa Bar - July 3, 2025 – \$7628.00** – It took 27 hours to complete the repairs due to complications with service line location under a concrete pad and a meter pit yoke replacement. Complications happened due to incomplete records from many years of repairs and replacements. The main line was not located even with multiple tries and machines. CNC’s final invoice was \$6,458.00 which was cut down considerably. Headway’s invoice was \$1,170.00. It was suggested that the cost be split with the business owner. It was noted that the property owner could not have known where her meter pit was based on the records available. After discussion about the responsibility of the property owner vs KWWA it was determined that KWWA would cover the costs of the repair.
- 4) **Annual Sewer Maintenance** – After a brief discussion, it was decided that the sewer maintenance would be held off for one year to save on costs after it was determined that a one-year delay would cause no harm.
- 5) **Changing UV Bulbs** – In 2023 the cost of replacement bulbs was \$3,587.63 plus a \$100 tax because they came from Canada. With the current possible tariff situation, Paul has been tasked with trying to find a vendor in the US.

STAFF REPORTS

A. Paul Grant, ORC

1. Monthly Report – written report was submitted in the packet. No discussion.
2. Update to sewer plant – Couplers are here for wastewater plant, so just need to schedule crane to come out and get them hooked up.
3. Sewer Pumps – Temporary lift station pump will be here on Thursday, and Brownseal will be onsite to see if the issue is with pump or power.
4. Leaks – Bar and Fairgrounds.
5. Meters – An additional 8 meters have been installed.

B. Kim Boyd, Town Administrator

1. IGA - June 10th lunch planned with Elbert County had to be cancelled due to scheduling conflict, so a new meeting will be planned to deal with IGA.
2. Civic Plus – went live this month but had a few kinks so we are working them out and next month should be smoother.

C. Sasha Davidson, Clerk

1. Systems Total Report – There was about 30% loss of water this month.
2. Delinquent accounts – all were paid last month minus the single continuing one.
3. There were two shut-off notices that were sent out along with five warning letters.

OLD BUSINESS

None

NEW BUSINESS

None

CORRESPONDENCE/DISCUSSION

None

ADJOURN

President Gabehart entertained a motion to adjourn. Treasurer Parker made the motion to adjourn. Director Wager seconded the motion, and the motion passed 5-0 with no discussion. The meeting adjourned at 6:12pm.

The next regular meeting will be on Tuesday, August 12, 2025, at 5:30pm at Kiowa Town Hall.

Minutes Approved by:

Jill Duvall, KWWA Secretary

Sasha Davidson, Secretary to the Board

Profit and Loss

Kiowa Water and Wasterwater Authority

January 1-August 7, 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
4010 Water & Sewer - Income	0
4015 Transfer Fees	1,225.00
4020 Water & Sewer Fees Collected	389,937.03
Total for 4010 Water & Sewer - Income	\$391,162.03
4021 Meter Deposit Refund	-436.08
Total for Income	\$390,725.95
Cost of Goods Sold	
Gross Profit	\$390,725.95
Expenses	
6300 Advertising & Marketing	0
6301 Public Notices	27.17
Total for 6300 Advertising & Marketing	\$27.17
6500 Insurance	0
6501 CIRSA - PC & Liability	10,103.53
Total for 6500 Insurance	\$10,103.53
6630 Dues & Subscriptions	1,403.04
6730 Repairs & Maintenance	0
6731 Infrastructure Repairs & Maint. - Sewer	48,937.31
6732 Infrastructure Repairs & Maint. - Water	36,220.63
6733 Trash - HBS (95 Ute Ave)	298.31
Total for 6730 Repairs & Maintenance	\$85,456.25
6740 Specific Use Supplies	43,699.16
6800 General Office Expenses	0
6805 Postage	1,278.76
6820 Office supplies	422.67
6840 Computer supplies & Software	4,827.50
Total for 6800 General Office Expenses	\$6,528.93
6900 Utilities	0
6906 Utilities- Power - CORE (Sewer)	5,422.45
6907 Utilities- Power - CORE (Water)	10,335.77
6940 Utilities - Century Link	488.83
6941 Utilities - Comcast Business	817.49
Total for 6900 Utilities	\$17,064.54
7000 All Professional Services	0
7010 Professional Services - Legal	22,124.70
7020 Professional Services - IT	17.94
7030 Financial Services	0
7032 Auditor	16,500.00
Total for 7030 Financial Services	\$16,500.00

Profit and Loss

Kiowa Water and Wasterwater Authority

January 1-August 7, 2025

DISTRIBUTION ACCOUNT	TOTAL
7040 Professional Services - Consulting	2,113.00
7050 Professional Services - ORC	0
7051 ORC - Monthly Contract Fee	26,800.00
7052 ORC - Monthly Meter Reads	2,100.00
7053 ORC Outside Contract Fees/Emergency Call Fees	1,370.00
Total for 7050 Professional Services - ORC	\$30,270.00
7060 Professional Services - Lab Services	0
7061 Sewer - Labs	1,313.00
7062 Water - Labs	660.20
Total for 7060 Professional Services - Lab Services	\$1,973.20
7090 Professional Services- Other	145.00
Total for 7000 All Professional Services	\$73,143.84
7070 TOK Operating contract	50,209.96
7095 Utility Notifications & Locates	192.39
7100 Bank Charges & Fees	79.59
7140 Taxes & Licenses	250.00
7700 Interest Paid	\$12,453.41
7710 Bond Interest - Sewer	32,720.72
7720 Bond Interest - Water	52,914.76
Total for 7700 Interest Paid	\$98,088.89
Total for Expenses	\$386,247.29
Net Operating Income	\$4,478.66
Other Income	
8000 Interest Earned	8,652.76
Total for Other Income	\$8,652.76
Other Expenses	
Net Other Income	\$8,652.76
Net Income	\$13,131.42

Balance Sheet

Kiowa Water and Wasterwater Authority

As of August 7, 2025

DISTRIBUTION ACCOUNT	TOTAL
Assets	
Current Assets	
Bank Accounts	
1010 KWWA Primary Checking (522)	133,159.56
1020 KWWA Money Market (514)	0
1310 Water Reserve Acct	180,659.79
1320 Wastewater Reserve Acct	180,659.85
Total for 1020 KWWA Money Market (514)	\$361,319.64
1050 Cash on hand	137.87
Total for Bank Accounts	\$494,617.07
Accounts Receivable	
1100 Accounts Receivable	52,022.00
1120 Water Users	12,750.00
1130 Water Users WW	10,601.00
Total for Accounts Receivable	\$75,373.00
Other Current Assets	
1490 Uncategorized Asset	0
Total for Other Current Assets	0
Total for Current Assets	\$569,990.07
Fixed Assets	
1540 Equipment and Furniture	
1540 Equipment and Furniture	0
1541 Equipment and Furnitur	13,333.00
1542 Equipment wastewater	13,333.00
Total for 1540 Equipment and Furniture	\$26,666.00
1550 Buildings	
1550 Buildings	13,169.00
1560 Investments in Capital Assets	
1560 Investments in Capital Assets	1,060,684.24
1570 Land and Improvements	
1570 Land and Improvements	0
1571 Land Wastewater	
1571 Land Wastewater	9,290.00
Total for 1570 Land and Improvements	\$9,290.00
1590 Enterprise System Assets	
1590 Enterprise System Assets	0
1591 Water System	3,495,089.00
1592 Sewer System wastewater	2,153,845.00
Total for 1590 Enterprise System Assets	\$5,648,934.00
1600 Accumulated Depreciation	
1600 Accumulated Depreciation	-\$798,657.00
1601 Accumulated Depreciation	-71,794.84
1602 Accum Deprec wastewater	-925,395.40
Total for 1600 Accumulated Depreciation	-\$1,795,847.24
Total for Fixed Assets	\$4,962,896.00

Balance Sheet

Kiowa Water and Wasterwater Authority

As of August 7, 2025

DISTRIBUTION ACCOUNT	TOTAL
Other Assets	
Total for Assets	\$5,532,886.07
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable (A/P)	12,361.99
Total for Accounts Payable	\$12,361.99
Credit Cards	
2010 FSB Visa (3843)	
Total for Credit Cards	0
Other Current Liabilities	
Total for Current Liabilities	\$12,361.99
Long-term Liabilities	
2600 Bond Principle Water	2,982,046.13
2610 Bond Principle-Sewer	1,843,966.08
2620 CURRENT PORTION OF LT DEBT Water	
2630 CURRENT PORTION OF LT DEBT Wastewater	
2700 Meter Deposits	13,743.72
Total for Long-term Liabilities	\$4,839,755.93
Total for Liabilities	\$4,852,117.92
Equity	
3300 Retained Earnings	667,636.73
Net Income	13,131.42
3150 Opening Balance Equity	
Total for Equity	\$680,768.15
Total for Liabilities and Equity	\$5,532,886.07

KIOWA WATER AND WASTEWATER AUTHORITY GENERAL FUND BUDGET					
2025 MONTHLY BUDGET PERCENTAGES					
GL ACCT	REVENUE	2025 Budget	YTD	%	NOTES
4011-4016	Categorized Income	\$55,000	\$1,225	2%	
4200	Grants & Contracts	\$1,000,000	\$0		
4020	Water and Sewer fees collected	\$734,390	\$389,937	53%	
4013	Collected Tap Fees	\$0	\$0		
4800	CORA fees collected	\$100	\$0		
	TOTAL REVENUE	\$1,789,490	\$391,162	22%	
	CURRENT ASSETS	2025 Budget	YTD	%	
8100	Sale of Assets	\$0	\$0		
1310	Water Reserve Account	\$150,000	\$180,660	120%	
1320	Wastewater Reserve Account	\$150,000	\$180,660	120%	
	TOTAL CURRENT ASSETS	\$312,500	\$361,320	116%	
GL ACCT	EXPENDITURES	2025 Budget	YTD	%	
7100	Bank CC & EFT Fees	\$125	\$80	64%	
7710	Bond Interest Sewer	\$70,000	\$32,721	47%	
7720	Bond Interest Water	\$110,000	\$52,915	48%	
2610	Bond Principal Sewer	\$36,000	\$17,981	50%	
2600	Bond Principal Water	\$57,000	\$29,081	51%	
6840	Computer Supplies & Software	\$1,550	\$4,828	311%	Civic Plus programs and the annual fee for RVS \$945.00
6630	Dues & Subscriptions	\$3,000	\$1,403	47%	
4202	EIAF 9647 - Well Redundancy Project Grant	\$1,000,000	\$0		
6731	Infrastructure Repairs & Maintenance - Sewer	\$50,000	\$48,937	98%	Excell Pump Services invoice for rebuilding pump \$16,773.82
6730	Infrastructure Repairs & Maintenance - Water	\$50,000	\$36,221	72%	KB Repairs \$6458, well testing at KFPD \$19,338, meter pit at library \$818, and CDOT service line repair \$4502
6501	Insurance (Property & Liability)	\$18,750	\$10,104	54%	
7060	Lab Fees	\$7,000	\$1,973	28%	
6820	Office Supplies	\$1,000	\$423	42%	
6805	Postage	\$3,000	\$1,279	43%	
6731.1	Professional - Hauling	\$15,000	\$0		
7031	Professional - Accounting	\$5,000	\$0		
7032	Professional - Auditor	\$16,500	\$16,500	100%	
7040	Professional - Consultants	\$5,000	\$2,113	42%	
7080	Professional - Grant Writer	\$1,000	\$0		
7020	Professional - IT - Phoenix Technologies	\$0	\$0		
7010	Professional - Legal	\$20,000	\$22,125	111%	
7050	Professional - ORC (includes emergency call outs & meter reads)	\$62,000	\$26,800	43%	
7070	Professional - TOK Operating Agreement	\$66,000	\$50,210	76%	
7090	Professional - Other	\$450	\$145		
6301	Public Notices & Advertising	\$725	\$27	4%	
6740	Specific Use Supplies	\$54,000	\$43,699	81%	
7140	Taxes & Licenses	\$500	\$0		

6733	Trash & Janitorial	\$500	\$298	60%	
7990	Uncategorized Expenses	\$1,500	\$0		
6902	Utilities - Heat - pump house	\$0	\$0		
6940 & 6941	Utilities - Telephone & Internet	\$2,475	\$1,306	53%	
7095	Utility Notifications & Locates	\$725	\$192	27%	
6906	Utilities - Power (Sewer)	\$25,000	\$5,422	22%	
6907	Utilities - Power (Water)	\$28,800	\$10,336	36%	
	TOTAL EXPENDITURES	\$1,712,600	\$417,118	24%	

Kiowa Water & Sanitation District Systems Report July 2025

Presented By:

Headways Consultant LLC

4255 S. Buckley Road, Suite 256

Aurora, CO. 80013

Water System

Well (DS001)	4,566,815 Gallons
System Average Flow-	152,227 Gallons/Day
1 MG Tank Level-	146 FT - 150 FT
CT Tank Level-	9 FT – 12 FT
PH Range-	7.2 - 7.3
Chlorine Range-	1.07 – 1.50 mg/L
Chlorine used-	67 Gallons

Water Treatment Plant	Normal Operations
Water Storage Tank	Normal Operations
Chlorine Contact Tank	Normal Operations
Pressure Reducing Vaults	Normal Operations

Generator needs to be in a functioning location and hooked up for future use at the well house. We have installed a total of 248 new radio read water meters.

Wastewater System

Total Flow 1,220,067 Gallons

Sewage Treatment	Results	Effluent Limits
Flow Average	39,357 gallons/day	270,000 gallons/day
BOD	mg/l	30 mg/l
TSS	mg/l	30 mg/l
pH		6.5-9.0
Ammonia	mg/l	4.4 mg/l
E-coli	/100 ml	126 /100 ml
Phosphorus	mg/l	
Sludge Hauled	0 Gallons	N/A

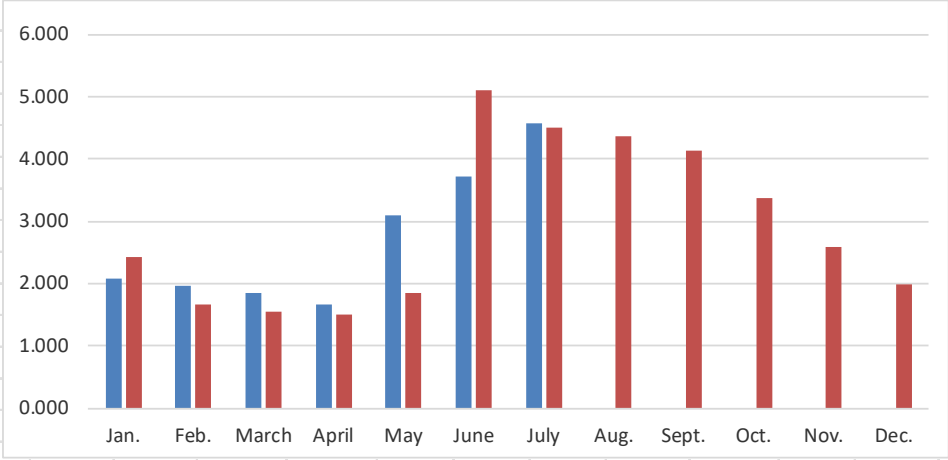
Operation – We did not discharge to the creek in July, we replaced three stainless steel clamps in SBR #1 on August 6th. We are now sending all of the flow to this basin. We will start pumping down the lagoons again.

Acre Feet Totals

January = 6.37 AF, February = 5.99 AF, March = 5.67 AF, April = 5.13 AF, May = 9.49 AF, June = 11.40 AF, July = 14.01 AF

Total Acre Feet = 58.06 AF

Kiowa Water & Sanitation District Water Usage													
	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2024 Well #1	2.433	1.657	1.546	1.501	1.840	5.113	4.513	4.366	4.142	3.366	2.585	1.989	35.051
2025 Well #1	2.077	1.956	1.846	1.673	3.093	3.717	4.566						18.928



Maintenace Projects

1. Continuing to install updated water meters throughout the District.
2. Waste pump in SBR #2 needs replaced, I cleaned the pump when we had the basin empty. We have a seal failure.
3. The influent pumps at the wastewater treatment facility are not working. Excel Pump installed a loaner pump that is fuctioning correctly. He will talk with the machine company about the original pump repairs.
4. SBR #1 is operational, draining SBR #2 for repairs..
5. Pumping out old lagoons back through the wastewater treatment facility.

System Totals Report

Kiowa Water & Wastewater Authority

Water Pumped This Month	4,739,000 Gallons
Water Sold This Month	3,221,053 Gallons
Water Used for Fire and Flushing Line	0 Gallons
Water Loss	1,517,929 Gallons
Water Loss (%)	32.03 %

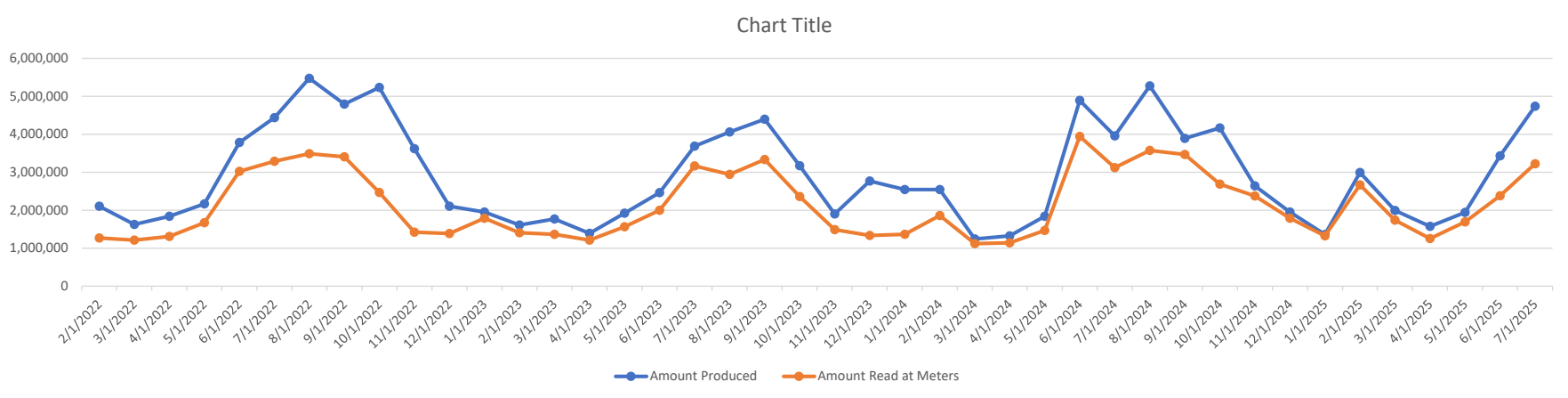
	Amount (\$)	# Of Accounts
Total Water	31,759.05	366
Total Sewer	31,005.08	359
Total Late Fee	810.75	48
Total Adjustments	(1,085.48)	20
Total Prepayment	1,089.00	363
Total Current Charges	63,578.40	366

Amount Past Due 1-30 Days	7,217.78	51
Amount Past Due 31-60 Days	1,675.08	15
Amount Past Due Over 60 Days	2,716.12	4
Amount Of Overpayments/Prepayments	(4,668.98)	35
Total Receivables	70,518.40	362

Total Receipts On Account	61,675.17	339
Net Change in Deposits	0.00	0
Amount of All Deposits	14,471.58	132
Amount of All Deposit 2	1,526.28	14
Turned Off Accounts (Amount Owed)	0.00	10
Collection Accounts (Amount Owed)	0.00	10
Number Of Unread (Turned On) Meters		1
Average Usage For Active Meters	8,801	366
Average Water Charge For Active Meters	86.77	366

Usage Groups	Gallons	# Of Accounts	Usage Gallons	% Of Usage	% Of Sales
Over 50,000		4	531,428	16.50	11.56
40,001-50,000		6	267,195	8.30	4.27
30,001-40,000		8	275,541	8.55	4.25
20,001-30,000		24	559,117	17.36	9.60
10,001-20,000		54	759,053	23.57	15.95
8,001-10,000		16	143,294	4.45	4.22
6,001-8,000		29	206,973	6.43	6.63
4,001-6,000		50	254,671	7.91	10.38
2,001-4,000		52	156,303	4.85	9.90
1-2,000		69	67,478	2.10	13.07
Zero Usage		54	0	0.00	10.16
<hr style="border-top: 1px dashed black;"/>					
Total Meters		366	3,221,053	100.00	100.00

Date Read	Amount Produced	Amount Read at Meters	% Loss	Comments
7/15/2025	4,739,000	3,221,053	-0.32	
6/15/2025	3,431,000	2,380,209	-0.30	
5/15/2025	1,940,000	1,694,042	-0.13	152,000 Gallons used for flushing hydrants & a house fire on 5/31
4/15/2025	1,576,000	1,255,327	-0.20	
3/15/2025	1,996,000	1,739,431	-0.12	
2/15/2025	2,993,000	2,665,292	-0.10	
1/16/2025	1,359,000	1,323,334	-0.02	
12/16/2024	1,954,000	1,787,811	-0.08	
11/18/2024	2,640,000	2,378,728	-0.09	
10/16/2024	4,170,000	2,685,349	-0.35	
9/17/2024	3,890,000	3,467,023	-0.10	
8/17/2024	5,273,000	3,574,938	-0.28	
7/15/2024	3,957,000	3,120,567	-0.21	
6/16/2024	4,891,000	3,945,175	-0.19	
5/16/2024	1,841,000	1,466,357	-0.20	
4/15/2024	1,323,000	1,142,435	-0.14	
3/15/2024	1,242,000	1,120,604	-0.10	
2/15/2024	2,544,000	1,862,942	-0.27	
1/15/2024	2,545,413	1,363,972	-0.46	Tank overflowed 600,000 gallons
12/15/2023	2,770,431	1,334,106	-0.52	Tank overflowed 800,000 gallons
11/15/2023	1,903,915	1,489,086	-0.22	
10/15/2023	3,171,434	2,358,906	-0.26	
9/15/2023	4,395,685	3,334,744	-0.24	
8/15/2023	4,059,000	2,944,885	-0.27	
7/15/2023	3,685,801	3,167,462	-0.14	
6/15/2023	2,460,683	1,997,680	-0.19	
5/15/2023	1,922,232	1,566,597	-0.19	
4/15/2023	1,393,549	1,210,031	-0.13	
3/15/2023	1,770,575	1,364,934	-0.23	
2/15/2023	1,612,972	1,404,234	-0.13	
1/15/2023	1,952,000	1,787,778	-0.08	
12/15/2022	2,107,000	1,384,995	-0.34	
11/15/2022	3,620,000	1,423,056	-0.61	
10/15/2022	5,232,000	2,466,288	-0.53	
9/15/2022	4,796,000	3,404,880	-0.29	
8/15/2022	5,476,185	3,488,673	-0.36	
7/16/2022	4,439,253	3,291,222	-0.26	
6/15/2022	3,783,063	3,024,482	-0.20	
5/15/2022	2,169,388	1,673,645	-0.23	
4/15/2022	1,840,344	1,309,851	-0.29	
3/15/2022	1,625,936	1,214,902	-0.25	
2/15/2022	2,103,810	1,268,544	-0.40	



**INTERGOVERNMENTAL AGREEMENT
BETWEEN KIOWA WATER AND
WASTEWATER AUTHORITY AND
ELBERT COUNTY FOR PROVISION OF
WATER SERVICES AND
INFRASTRUCTURE IMPROVEMENTS
BY KIOWA AUTHORITY FOR
PROVISION AND USE OF THE ELBERT
COUNTY PUBLIC WORKS FACILITY
BUILDING**

THIS AGREEMENT (the “Agreement”) made and entered into this ____ day of _____, 202~~5~~², by and between the **BOARD OF COUNTY COMMISSIONERS OF ELBERT COUNTY**, State of Colorado, (hereinafter referred to as “Elbert County” or “County” or “BOCC”), on behalf of the **ELBERT COUNTY PUBLIC WORKS DEPARTMENT** (“Public Works”), and the **KIOWA WATER AND WASTEWATER AUTHORITY** (“KWWA”). Elbert County and KWWA are referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Section 29-1-203, C.R.S., authorizes Elbert County to enter into contracts with other governmental units for services; and

WHEREAS, Section 29-1-204.2(3), C.R.S., authorizes KWWA to enter into contracts with other governmental units for services; and

WHEREAS, Elbert County is in the process of building a new Public Works’ facility built at 11330 State Highway 86, Kiowa, CO 80117, which is within KWWA’s service area (the “Facility”); and

WHEREAS, Elbert County government through the BOCC has requested that the KWWA provide Elbert County with provision of water and wastewater services and to update any infrastructure as necessary to do so (the “Services”); and

WHEREAS, KWWA is adopted an updated Water System Master Plan, which includes the Elbert County Public Works Facility located at 11330 State Highway 86 as within KWWA’s service area, and which contemplates the provision of water and wastewater services to said facility; and

WHEREAS, Elbert County has agreed to contribute \$5,000 toward the total \$10,800 cost of preparing the updated Water System Master Plan as reflected in this Agreement; and

WHEREAS, the County, in the interest of health, safety and welfare of the residents of the Town of Kiowa and Elbert County, deems it advisable to enter into this Agreement for provision of water and wastewater services; and

WHEREAS, KWWA and County desire to enter into this Agreement for the provision of water and wastewater services in accordance with the terms herein provided;

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

1. The Kiowa Water and Waste Authority shall provide water and wastewater services more specifically described herein to the Facility. The services shall be provided in accordance with KWWA's rules and regulations and standard practices. Elbert County will pay for the Services at the government- rates established by KWWA for potable water, and bulk water rates for any bulk water utilization, which may change from time to time at the discretion of KWWA board of directors.

2. The Parties agree the water utilized by the Facility is estimated to utilize four million (4,000,000) gallons of water use annually, and the use of bulk water shall be permitted anywhere within the County's borders. Use of water for the Facility shall be monitored by two separate meters, one for water used within the Facility and a bulk water meter to measure actual bulk water usage. The County agrees to record and report, on at least a quarterly basis, the volume of bulk water used for events at the Elbert County Fairgrounds and other County-sponsored events (e.g., Cowboy Up Rodeo), separate from water used for road and bridge operations. KWWA may request such records to ensure compliance with reporting or regulatory requirements.

3. In the event KWWA is unable to provide bulk water to the Facility, KWWA agrees to continue to provide potable water and sewer services, including all appropriate necessary infrastructure for doing so.

4. Provision of water and wastewater services by KWWA and utilization by the Elbert County Public Works of the Facility shall not include nor require transfer or utilization of any water rights associated with Elbert County's ownership of the land utilized by the Facility.

5. The initial term of this Agreement shall commence upon execution of this Agreement by both Parties and shall terminate twenty (20) years after execution of this Agreement. Thereafter, the Parties may extend the term of this Agreement upon mutual written agreement by Elbert County and KWWA.

6. As part of this Agreement, Elbert County shall pay tap fees of thirty-thousand dollars (\$30,000.00) for provision of a three-inch (3") domestic water supply line for the Public Works facility and wash bay and forty-thousand dollars (\$40,000.00) for a four-inch (4") sewer tap, for a total tap fee of seventy-thousand dollars (\$70,000.00).

7. As part of this Agreement, the Parties agree to act in good faith to finalize the right of way for water and sewer connections for provision and utilization of these services across. This Agreement includes responsibility for Elbert County to provide KWWA with any necessary easement to test and maintain fire hydrants at the Elbert County Public Works facility after they are installed.

8. _____ Elbert County agrees to reimburse KWWA for any plan review fees for engineering services necessitated by this project and this Agreement.

8.9. Elbert County agrees to contribute Five Thousand Dollars (\$5,000.00) toward the cost of updating KWWA's Water System Master Plan to include the Elbert County Public Works Facility as within KWWA's service area. KWWA shall provide a copy of the final adopted Water System Master Plan to Elbert County upon completion.

10. KWWA will not install a delivery system, but shall maintain responsibility for testing, and maintenance of water and wastewater service delivery up to the meter pit, including fire hydrants, vaults, and pumps, if such infrastructure becomes necessary for KWWA operations in the future, lift stations, pipes, and related infrastructure. Any servicing, testing or maintenance shall be done during normal business hours for Elbert County. Notwithstanding the foregoing, in the event of an emergency that poses an immediate risk to public health, safety, or property, or that threatens the continued operation of water or wastewater service, KWWA may perform necessary repairs or maintenance outside of normal business hours. KWWA shall notify Elbert County of such emergency activities as soon as reasonably practicable and shall coordinate with County personnel to the extent feasible under the circumstances.

11. The Parties acknowledge that bulk water deliveries under this Agreement are made at the point of delivery at the Elbert County Public Works Facility. The County agrees that water delivered under this Agreement is intended for use consistent with municipal purposes as defined under Colorado water law and applicable water rights permits. KWWA makes no representation or warranty regarding the legality of any specific end use of the water delivered.

12. The County shall be solely responsible for ensuring that its use, transport, and application of any bulk water complies with all applicable laws, rules, regulations, and permits, including those administered by the Colorado Division of Water Resources and the Colorado Ground Water Commission.

13. The County accepts all risk associated with regulatory enforcement or legal challenge of the County's use of bulk water. The County agrees to indemnify, defend, and hold harmless KWWA, its board members, employees, agents, and assigns, from any claims, penalties, enforcement actions, or damages arising out of the County's use or distribution of bulk water under this Agreement.

9.14. KWWA reserves the right to suspend or limit bulk water deliveries in the event of a regulatory challenge, permit modification, or legal determination that such deliveries are no longer compliant with applicable permits or law. KWWA shall provide prompt notice to the County of any such determination or event.

~~10.15.~~ Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

14.16. Notices to be provided under this Agreement shall be given in writing either by hand delivery, or deposited in the United States mail, with sufficient postage, to the following persons:

For County: Elbert County Board of County Commissioners
PO Box 7
751 Ute Avenue
Kiowa, CO 80117

Elbert County Attorney
PO Box 7
51 Ute Avenue
Kiowa, CO 80117

For Town: Kiowa Water and Waste Authority
404 Comanche Street
PO Box 237
Kiowa, CO 80117

And

Attorneys for Kiowa Water and Waste Authority
~~George M. Rowley~~ Colin B. Mielke; Paul J. Polito, Jr.
~~White Bear Ankele Tanaka & Waldron~~ Seter, Vander Wall, & Mielke
2154 E. Commons Ave., Ste. 2000 7400 E. Orchard Rd., Ste. 3300
Centennial Greenwood Village, CO 80112
720303-881858-29821800
growley@wbape.com ppolito@svwpc.com

172. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the County and KWWA.

183. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

194. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

2015. The Parties shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempted assignment of this Agreement in whole or in part without consent, in writing, shall be null and void and of no effect whatsoever.

2116. In addition to the termination provisions contained above, either Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in ~~Section-Paragraph 2318.~~

2217. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in ~~Section-Paragraph 1620 belowabove,~~ and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

2318. KWWA does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. Elbert County expressly understands and agrees that the KWWA's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the KWWA, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the KWWA or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of KWWA funds. The KWWA's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

2419. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the KWWA, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the KWWA and, in particular, governmental immunity afforded or available to the KWWA pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

250. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

~~261.~~ If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

~~272.~~ It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

[Signature Pages Follow.]

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Elbert County Public Works Director

~~Rory Hale~~ — Monty Hankins Public Works Director (Signature)

~~Rory Hale~~ Monty Hankins (printed)

Date

Elbert County Board of County Commissioners

~~Chris Richardson,~~ Mike Buck, COMMISSIONER Date _____

~~—Rick Pettit,~~ Byron McDaniel, COMMISSIONER Date _____

~~Grant Thayer,~~ Dallas Schreder, COMMISSIONER Date _____

ATTEST: _____

Date:

BY: _____

Date:

CLERK OF BOARD OF
COMMISSIONERS

Kiowa Water and Waste Authority

~~Debbie A. Ullom~~Donald Gabehart – President (Signature)

~~Debbie A. Ullom~~Donald Gabehart Name (printed)

Date

ATTEST: _____
Board Member

Date: _____