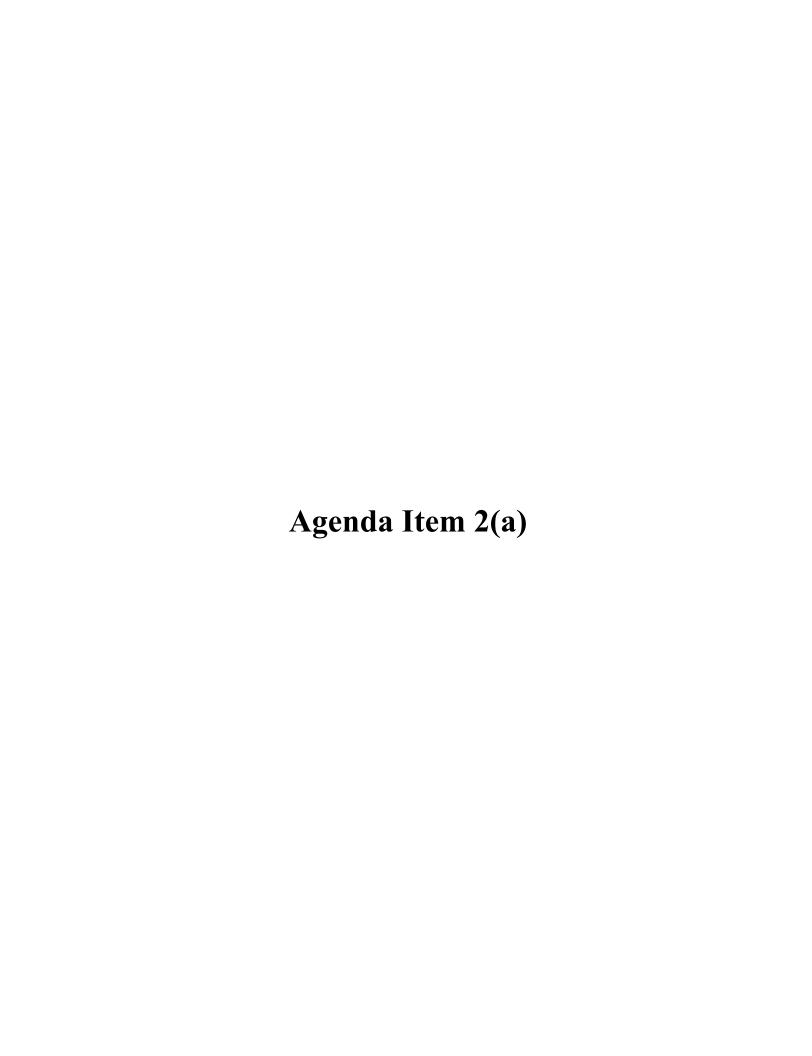
#### St. Vrain Water Authority

DLG I.D. No. 67144
Board of Directors Meeting
Agenda
March 13, 2023
4:00 PM at the Firestone Town Hall

- 1) Roll Call
- 2) Consent Agenda
  - a. Approval of February 13, 2023, Regular Meeting Minutes
- 3) Public Comment Please limit comments to 3 minutes
- 4) Action Items
  - a. Payment of Bills
  - b. Review and Acceptance of Financials, if available
  - c. Approval of RFP for Authority Management Services
  - d. Approval of RFP for Financial Audit Services
  - e. Approval of Insurance Proposal
- 5) Discussion Items
  - a. Discussion regarding site security improvements
- 6) Reports
  - a. Ramey Environmental Plant Operations
  - b. Water Treatment Plant Construction Update
  - c. IT and Phone Services Update
  - d. Website Update
- 7) Next Meeting
  - a. April 10, 2023 at the Firestone Town Hall starting at 4:00 PM
- 8) Any Other of Business
- 9) Adjournment



## St. Vrain Water Authority

DLG I.D. No. 67144

# Board of Directors Meeting Minutes

February 13, 2023 4:00 PM @ Firestone Town Hall

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday, February 13, 2023, at 4:00 P.M. in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado. Any Director or consultant who was unable to physically attend the meeting could attend virtually.

The following Directors were in attendance, to-wit:

Julie Svaldi (2023)	President	Present
Julie Pasillas (2024)	Vice-President	Present
Dave Lindsay (2024)	Secretary	Present
James Walker (2025)	<b>Board Member</b>	Present
Don Conyac (2025)	Treasurer	Absent

Also, in attendance was Amber Kauffman (Little Thompson Water District), Rusti Roberto (Town of Firestone), Wayne Ramey (Ramey Environmental). Brett Gracely (LRE Water), Tim Flynn (Collins Cole Flynn Winn & Ulmer) and Scott Gattis (CorKat Data Solutions) attended via Zoom.

A member of the public who is identified as Bobby Mathews also was present for the meeting.

#### Agenda Item 1:

A quorum having been stablished, the meeting was called to order by the Authority's President, Julie Svaldi.

#### Agenda Item 2:

Director Svaldi referred the Board to the meeting minutes for the December 12, 2022 regular meeting.

Motion to approve the minutes was made by Director Pasillas, Second by Director Svaldi. Motion passed unanimously by voice vote.

#### Agenda Item 3:

Bobby Matthews, a Firestone resident presented a written list of questions regarding the Water Treatment Plant to the board. Please see the attached Exhibit A.

#### Agenda Item 4a:

The meeting proceeded to the election of officers. Director Svaldi asked the board if there were any nominations for the election of officers, or if they wanted them to remain the same. Director Lindsay mentioned that election of officers occurs on an annual basis.

Motion to have the Board Officers remain the same was made by Director Walker, Second by Director Lindsay.

Roll-Call Vote

	Yes	No	Abstain
Dave Lindsay	X		
Julie Pasillas	X		
Jim Walker	X		
Julie Svaldi	X		
Don Conyac	Absen	t	

Motion was passed unanimously. The St Vrain Water Authority Officers are:

Julie Svaldi - President

Julie Pasillas – Vice President

Don Conyac - Treasurer

Dave Lindsay - Secretary

#### Agenda Item 4b:

Resolution 2023-01 Designating Location for Posting Open Meeting Law Notices.

Director Lindsay explained that this resolution is adopted annually to establish regular meeting dates, times, and location, to designate places of posting notices, and designate a newspaper of general circulation for purposes publish required notices. Tim Flynn, Council for the Board, mentioned that this can be posted on the Authority's website and does not have to be physically posted, however Director Lindsay noted that the Authority's website is not yet active therefore notices must be posted at Firestone Town Hall.

Motion to approve Resolution 2023-01 was made by Director Pasillas, Second by Director Lindsay.

#### Roll-Call Vote

	<u>Yes</u>	No	<u>Abstain</u>
Julie Pasillas	X		
Jim Walker	X		
Dave Lindsay	X		
Julie Svaldi	X		
Don Convac	Absent	t	

Motion was passed unanimously.

#### Agenda Item 4c:

Director Lindsay reported to the board that there were several invoices that needed to be paid, including Black Hills Energy December and January, Comcast, CorKat Data Solutions, Frontier Fire Protection LLC, Ramey Environmental and Legal Counsel. Director Lindsay noted that a few invoices had already been paid to avoid late fees and also because no meeting was held in January for approval then.

Motion to approve the payment of bills was made by Director Pasillas, Second by Director Svaldi.

Motion was passed unanimously by voice vote.

#### Agenda Item 4d:

Director Lindsay noted that he was unable to obtain the financials prior to the packets being sent out. He will make sure the Board has them for the next meeting.

#### Agenda Item 4e:

Director Lindsay directed the board to the packet for the Notice of St. Vrain Water Authority Board of Directors Quorum Events. Director Lindsay explained that the events listed are the most likely that three or more of the directors would be in attendance.

Motion to approve Quorum of Events and authorize posting was made by Director Pasillas, Second by Director Svaldi.

Motion passed unanimously by voice vote

#### Agenda Item 4f:

Resolution 2023-02 Designating Official Custodian of Records and Adopting CORA Resolution

Director Svaldi explained that the Secretary is the custodian of records. Director Svaldi proposed the appointment of a clerk for the time being, until a management company could be hired. She proposed having Rusti Roberto (Town of Firestone), as the clerk for the Authority.

Director Lindsay explained that Rusti is an employee of the Town of Firestone, and the Authority would need approval as Rusti also has other full-time duties. Director Lindsay proposed that the records stay with the Secretary of the Authority for the time being. The proposed resolution allows the Secretary to designate persons to assist with records or CORA responses.

Director Pasillas explained that Rusti is a direct employee of hers, and she has given permission for Rusti to help Director Lindsay with whatever he designates.

Motion to approve Resolution 2023-02 was made by Director Lindsay, Second by Director Pasillas.

#### Roll-Call Vote

	Yes	No	Abstain
Julie Svaldi	X		
Julie Pasillas	X		
Jim Walker	X		
Dave Lindsay	X		
Don Conyac	Absent		

Motion was passed unanimously.

#### Agenda Item 4g:

Approval of CorKat Work Order 2022-04 Amendment 1

Director Lindsay reported that the original work order was in the amount of \$6,771.00, and this amendment shows an increase of \$2,876.00 for a total of \$9,647. Director Lindsay explained to the board that the original electrician that was hired for the treatment plant, walked off the job, and the new electrician was hired, but was inundated with tasks in order to get on track to complete the plant. Because of this Director Lindsay had CorKat install wireless access points at the treatment plant themselves, and the additional work is the result of the increased cost.

Motion to approve the CorKat Work Order 2022-04 Amendment 1 was made by Director Lindsay, Second by Director Svaldi.

Motion was passed unanimously by voice vote.

#### Agenda Item 4h:

Approval of CorKat Work Order 2023-02

Director Lindsay directed the board to the packet to see the proposed work from CorKat. Director Lindsay explained that these were fees for CorKat to operate the system and mange users, forms and procedures at the Treatment Plant. This included annual Hosting and IT Management costs. Director Lindsay reminded the board that this was approved in the 2023 budget.

Scott Gattis from CorKat was available on Zoom to help answer questions from the board. There was discussion on internal/external IP addresses for security, retention schedule which Scott noted is 7-day retention. It was further discussed that the Authority would need to adopt a retention schedule as there are many different retention schedules for different entities, as well as what would need to be kept. Scott also mentioned that there will be multifactor functions, and each user would receive training.

Motion to approve CorKat Work Order 2023-02 was made by Director Lindsay, Second by Director Pasillas.

#### Roll-Call Vote

	Yes	No	Abstain
Julie Svaldi	X		
Dave Lindsay	X		
Julie Pasillas	X		
Jim Walker	X		
Don Conyac	Absent		

Motion was passed unanimously.

#### Agenda Item 4i:

Resolution 2023-03 Approving Phone Services Contract with Sanctified Communications

Director Lindsay explained to the board that Sanctified Communications is the phone service provider the Authority had identified and had been working with to develop a scope and budget for phone system service at the water plant. Director Lindsay also passed out a couple of handouts to the board members. The first handout was the original estimate for hardware and installation from 5/10/2022. The second handout was an updated estimate dated 2/10/2023 for hardware and installation with a different brand of equipment. Director Lindsay noted that all the functionalities will be the same, but the new equipment providers costs have not increased as much as the originals. Director Lindsay explained that the labor costs have gone up by \$200 dollars but with the change in equipment that is the only increase from the May 2022 proposal. He also noted that this was for a one-time equipment purchase and installation.

Director Lindsay handed out a third quote to the board and explained that this was the monthly phone service costs. The monthly costs with the new equipment are essentially the same as they would have been as originally quoted and that this would be discussed at the next meeting.

Director Lindsay explained that the quote showed sales tax being charged, and at the time of the original estimate the Authority had not yet received a copy of the Sales Tax-exempt card. This has since been received and has been provided to Sanctified Communications and was to be removed from the quote and estimate.

Director Lindsay also explained that there is not an analog landline currently at the treatment facility. He explained that an analog landline may eventually be needed as a backup but he wants to coordinate that backup with a backup for the CorKat data connection at the water plant.

Motion to approve Resolution 2023-03 was made by Director Pasillas, Second by Director Svaldi.

#### Roll-Call Vote

	<u>Yes</u>	No	<u>Abstain</u>
Jim Walker	X		
Julie Pasillas	X		
Julie Svaldi	X		
Dave Lindsay	X		
Don Conyac	Absent		

Motion was passed unanimously.

#### Agenda Item 5a:

Director Svaldi explained to the board that she is no longer able to work on finding a host for the website for the Authority. She explained she wanted to get with a website developer to learn the site but with her work schedule no longer has time. Director Svaldi explained that she has spoken with Frank Jimenez, and he is willing to get the website functional.

Director Svaldi noted that Frank would have to be appointed technical advisor by the Authority board in order to be able to handle the website.

The board discussed other options, such as going through the State for website services, or using GoDaddy services. Tim Flynn also mentioned a website called Streamline Web Design, whom also helps get websites up and running. Security issues, and a host for the website itself was discussed. CorKat explained that they do not host websites.

Tim Flynn's office can prepare a resolution to appoint Frank Jimenez as a technical advisor authorized to launch the website if that is needed.

Motion to appoint Frank Jimenez as Technical Advisor was made by Director Svaldi, Second by Director Lindsay.

Motion passed unanimously by voice vote.

#### Agenda Item 5b:

The Board discussed IT Services back up retention policy, requirements, and options with agenda item 4h. CorKat will be able to provide us with some additional storage costs once the Authority is able to better determine what needs to be retained and for how long, and how much of the OT system needs to be included in the backup.

#### Agenda Item 6a:

Director Lindsay had nothing to report on auditor RFP.

#### Agenda Item 6b:

Wayne Ramey was present and discussed several of the tasks he and his operators have been engaged in. With the startup and testing phase of the water plant construction beginning REC has an operator at the plant site fairly regularly to see how the systems are operated and integrated into the control room. They have been engaged with the delivery of the system chemicals and are getting familiar with the various chemical feed controls systems. And most recently, they prepared a Hazardous Materials Management Plan for the plant operations.

#### Agenda Item 6c:

Director Lindsay reported that the contractor has received the TCO for the building which allowed for chemicals to be brought in and the Startup and Testing phase of the work was started the previous week when the first raw water was brought into the plant. That process will continue for about 6 weeks after which we will be producing finished water. During the Startup and Testing phase, the contractor will continue with final punch list items to complete the work and get the final CO for the facility.

#### Agenda Item 6d:

The Injection Pump Station contractor has completed most of the final punch list items and is working to complete some final revisions for the Building Department. The facility is functional though and ready to be put into service.

#### Agenda Item 6e:

Director Lindsay had nothing to report on the administrative services RFP.

#### Agenda Item 6f:

Director Lindsay reported that he had previously sent out some initial insurance information to the Board as confidential information. These were insurance coverage quotes provided by the Colorado Special Districts Property and Liability Pool insurance carrier. Director Lindsay indicated that he did that simply as a precaution because he had not had the time to give the

information a thorough review before sending it out and knew that some of the information he had provided to the insurance company was not information that the Authority would want to be public for security reasons. However, after his review he noted that none of the confidential information used to develop to the insurance quotes was included in the materials he had sent out so the Board was free to discuss and share it.

Director Lindsay provided an overview of the insurance quotes that were received. He is going to double check the information he provided to them for accuracy and also has some questions for them related to the coverages and premiums. He asked that any questions any of the other directors might have be emailed to him as soon as possible so he could get them to the provider so that he can bring the answers and some additional information back at the March meeting.

One item Lindsay pointed out about the premiums is that they are all based on an assumed \$1,000 deductible. He expects that higher deductibles should result in lower premiums and will ask them to provide a range. After some discussion, the Board asked for additional quotes based on \$5,000, \$10,000, and \$20,000 deductibles so that a good range could be discussed at the next meeting.

#### Agenda Item 7a:

Next Meeting will be March 13, 2023 at Firestone Town Hall, starting at 4:00 PM.

#### Agenda Item 8:

Director Svaldi proposed to the board appointing a clerk for the Authority until office management could be hired. It was discussed that things stay with the Secretary or a Director of the Authority for the time being. Rusti Roberto is able to help when needed. This was also discussed with agenda item 4f.

#### Agenda Item 9:

Motion to adjourn made by Director Svaldi, Second by Director Pasillas. Motion passed unanimously by voice vote.

#### **EXHIBIT A**

#### St. Vrain Water Authority

Meeting February 13, 2023 at 16:00

**Bobby Matthews** 

526 Third St. Firestone

bobby m118@hotmail.com

#### Question #1

Is reservoir 1 and reservoir 2 operational? If so how much water is in each reservoir?

#### Question #2

Is the SCADA system at the water treatment plant tied into the SCADA system at United Power's 24 hour system dispatch center.

#### Question #3

Since Brighton has been operating a reverse osmosis water plant for at least 16 years has anyone from SVWA talked with them about any problems or unforeseen costs associated with running a reverse osmosis plant.

**Bobby Matthews** 

# Agenda Item 4(a) Invoices

- Sanctified Communications 2/16/2023
- $CorKat \frac{2}{17}/2023$
- Ramey Environmental 2/22/2023
- Comcast -(2/1/2023) and 3/1/2023)
- Black Hills Energy 3/6/2023
- Legal Counsel (CCFWU) 3/7/2023



Date	Invoice #
2/16/2023	5253
Due Date	2/16/2023

## Sanctified Communications

6420 Seaside Dr. Loveland, CO 80538 970-669-7028 970-685-4570

www.sanctifiedcommunications.com support@sanctifiedcommunications.com

Bill To	
St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504	

#### Installation Address

St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504

P.O. No.	Terms	Project

Item	Quantity	Descrip	tion	Rate		Amount
Sanctified SL2100 SL2100 Chassis	1	NEC SL2100 IP PBX SIP Trunk  NEC SL2100 PBX  (4) SC SIP Lines (w/ Unlimited Web-based System Administrati System Health Notification Mor Hardware Warranty Included  \$99.95 per month (system is at ragreement)  4 Universal Slots VoIP Enabled Music on Hold Each system can support up to 3	Calling) ion nitoring no cost with the mo		0.00	99.95T 0.00T
		expansion * Wall mountable  *** PART of SIP TRUNK COMI				

#### PLEASE NOTE WE HAVE UPDATED OUR LATE PAYMENT POLICY:

If this invoices is not paid, in full, by the due date, all discounts, if any, applied to this invoice will be removed. In addition, a late charge of \$25.00 or 1.5% of the invoice, whichever is greater, will be applied to the invoice. If the invoice continues to remain unpaid, a late charge of \$25.00 or 1.5% of the invoice, whichever is greater, will be added every 30 days until it is paid or sent to our collections department.

#### Subtotal

**Sales Tax (0.0%)** 

Total

Payments/Credits

**Balance Due** 



Date	Invoice #
2/16/2023	5253
Due Date	2/16/2023

## Sanctified Communications

6420 Seaside Dr. Loveland, CO 80538 970-669-7028 970-685-4570

www.sanctifiedcommunications.com support@sanctifiedcommunications.com

Bill To	
St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504	

#### Installation Address

St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504

P.O. No.	Terms	Project

Item	Quantity	Description	Rate		Amount
SL2100 CPU	1	* Main System Software  * 8-VoIP Channels Built-In (Expandable)  * 4-Channel, 2-Hour InMail Voice Mail Built-In (Expandable)  * 4 Mobile Extension Licenses  * Connector for optional VoIP Expansion Daugh EXIF Expansion Board, and InMail SD Expansio  * Support for up to 108 Trunks and 128 Extension  * Includes one 100M Ethernet port (RJ45)	ter Board, on cards	0.00	0.00T
SL2100 InMail - S	1	*** PART of SIP TRUNK COMBO *** Provides: Approximately (15) hours of storage & additional Languages. *** PART of SIP TRUNK COMBO ***	¢ (25)	0.00	0.00T
SL2100 SIP Trunk	4	Required for each SIP trunk. Maximum (64) SI allowed per system.	P Trunks	0.00	0.00T
SL2100 InMail E-m	1	*** PART of SIP TRUNK COMBO *** Provides notification of a InMail message via E-l Notification or SMS Text Messaging.	Mail	0.00	0.00T
SL2100 3rd Party S SL2100 8 Digital /		*** PART of SIP TRUNK COMBO ***  *** PART of SIP TRUNK COMBO ***  NEC SL2100 8-Port Digital / 2-Port Analog Stat  * Allows addition of (1) 3-Port CO Trunk Daugh (3COIDB) or (1) PRI Daughter Board (1PRDB).	ter Board	0.00 394.95	0.00T 394.95T

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**Sales Tax (0.0%)** 

Total

Payments/Credits

**Balance Due** 



Date	Invoice #
2/16/2023	5253
Due Date	2/16/2023

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6420 Seaside Dr. Loveland, CO 80538 970-669-7028 970-685-4570

www.sanctifiedcommunications.com support@sanctifiedcommunications.com

Bill To	
St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504	

#### Installation Address

St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504

P.O. No.	Terms	Project

					<u> </u>	
Item	Quantity	Des	cription	Rate		Amount
SL2100 3-Port CO	1	Provides interface for (3) star trunks. Max (1) daughter board per 0 installed on 082U, 008U, or ( Max of (4) can be installed in Max of (12) can be installed j Equipped with (1) 8-conductor no Power Failure Transfer cir	82U, 008U, or 000U. M 000U Cards. each Chassis (Main & per system. or interface jack. Note:	Exp)	224.95	224.95T
SL2100 32 Button I	4	* (4) 8-Key Screens for a total Function Keys* Provides: Fu (11) fixed feature keys.* Requiver Ethernet (PoE) 802.3af of PoE injector. * NOT equipped with Cat5 li * Wall-mounting requires opt * Equipped with Headset Jack jacks for LAN and PC connections for LAN and PC connections for LAN and PC connections of the Screen LAN and PC connections	all of (32) User Program all-duplex Hands-free as uires power by Power either from a PoE data so ne cord. ional kit (BE110790). k, 9-Ft handset cord, (2 ctions. * Note: For Wire thone must use the Plant	nd switch or ) RJ45 eless tronics	334.95	1,339.80T
SL2100 5 Year War		Adapter (WHA). APD-80 EI NEC. NEC 5 Year Warranty - inclu	HS Cable not available		0.00	0.00T

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Subtotal

**Sales Tax (0.0%)** 

Total

Payments/Credits

**Balance Due** 



Date	Invoice #
2/16/2023	5253
Due Date	2/16/2023

## Sanctified Communications

6420 Seaside Dr. Loveland, CO 80538 970-669-7028 970-685-4570

www.sanctifiedcommunications.com support@sanctifiedcommunications.com

Bill To	
St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504	

#### Installation Address

St. Vrain Water Authority 6211 Zinnia Ave. Longmont, CO 80504

P.O. No.	Terms	Project

Item	Quantity	Description	Rate	Amount
Phone Work	1	Sanctified Communications (SC) will install the new NEC SL2100. Which will be programmed to customer specifications and tested, with the customer, to verify those expectations are met. The customer will be entering into a contract, with us for our SIP Trunks, which leases them the phone system at no cost (outside of additional cards and the phones themselves.		1,400.00

#### PLEASE NOTE WE HAVE UPDATED OUR LATE PAYMENT POLICY:

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Subtotal	\$3,459.65
Sales Tax (0.0%)	\$0.00
Total	\$3,459.65

Payments/Credits	\$0.00
Balance Due	\$3,459.65



CorKat Data Solutions PO Box 7451 Loveland, CO 80537 (970) 776-3777

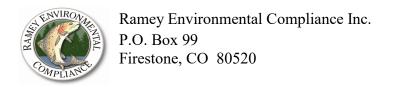
St. Vrain Water Authority
Attn: Dave Lindsay
PO Box 70
6211 Zinnia Avenue (County Rd. 26)
Longmont, CO 80504
United States

Date	Invoice
02/17/2023	27337

Terms	Due Date	PO Number	Reference
Due Upon Receipt	02/17/2023		Order #3370
Invoice due upon receipt.			

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
Parts and labor necessary to complete project per statement of work.	1.00	\$9,647.00	\$9,647.00
-	Total Pro	oducts & Other Charges:	\$9,647.00
	Invoice :	Subtotal:	\$9,647.00
Make checks payable to CorKat Data Solutions. All payments due within 14 days of receipt and become past due 30 days from the invoice date. Past due invoices incur a 10% late fee applied to the next billing cycle.	S	ales Tax:	\$0.00
	Invo	ice Total:	\$9,647.00
	Pa	ayments:	\$0.00
		Credits:	\$0.00
	Bala	nce Due:	\$9.647.00

Thank you for your business!



Date	Invoice #
2/22/2023	25317

Bill To
St Vrain Water Authority PO Box 70 Firestone, Co 80520

Description	Amount
Lead Operator -1/3/23: Dan Wolf Hazardous Materials Management Plan	363.75
Lead Operator -1/5/23: Dan Wolf Hazardous Materials Management Plan	339.50
Facility Operator - 1/11-1/19: Aaron Evans Online HAZWOPER Training	3,360.00
Facility Operator - 1/24/23: Aaron Evans attended weekly meeting	42.00
Facility Operator - 1/27/23: Aaron Evans In Person HAZWOPER Training	672.00
Facility Operator -1/31/23: Aaron Evans attended weekly meeting	84.00
Lead Operator - 1/31/23: Dan Wolf attended weekly meeting	64.02
Facility Operator - 2/06/23: Aaron Evans on location for MRI track vac start up and chemical	delivery 577.92
Facility Operator - 2/07/23: Aaron Evans on location for progress meeting, and operations	676.20
Facility Operator - 2/08/23: Aaron Evans on location for chemical SDS forms and safety and of	operations 674.52
Facility Operator - 2/10/23: Aaron Evans on location for meeting regarding monitoring plan at	nd 520.80
prepartions for UF startup plan.	
Facility Operator - 2/13/23: Aaron Evans on location for UF start up.	52.92
Facility Operator - 2/16/23: Aaron Evans on location for pre UF start up samples	143.64
Facility Operator - 2/17/23: Aaron Evans on location for water quality sampling	451.92
Lead Operator - 2/17/23: Dan Wolf on location for water quality sampling	101.85
Thank you for your business!	Payments/Credits \$0.00

**Balance Due** 

\$8,125.04

Account Number		oice Number	Bill			stomer S			ent Terms
933702299	165	687990	Feb	1, 2023	1-800-741-4141		41	Net 30	
Previous Balance	Payments	Adjustmen	ts/Credits	Past Due An	nount	Current A	Amount Total Amoun		ount Due
887.85	0.00	0.00		887.85 912.99			\$ 1,800.84		
								Payment	Due Date
St. Vrain Water	Authority							Mar 1,	2023
PO BOX 70 Firestone, CO 8	0520						1	Late Fee	Eligible
Firestone, CO o	0320						- 1	\$ 0.00	
								Late Pay	ment Charge
								\$ 0.00	
SUMMARY OF CH	HARGES A	ND CREDITS							
Billing activity up to ar								g Balance	
Recurring Charges					9	09.95	Curre		\$ 912.99
otal Customer Char					9	09.95	1 - 30		\$ 887.85
otal Taxes and Sur	ū	ount			0	3.04 12.99	31 - 6 61 - 9		\$ 0.00
Invoice Amount  Remaining Balance				0.2.00		91 - 1		\$ 0.00	
	Total Amo			-		00.84	120+		\$ 0.00
Page 1 of 4 — — — — — —	- — — —			If paying by	mail, į	olease retu	rn this se	ection with	your payme
Account Number	lnvoi	ce Number	Paymen	t Due Date	То	tal Amour	nt Due	Amour	nt Enclosed
933702299	1656	87990	Mar 1, 20	023	\$ 1	,800.84			

Comcast PO Box 37601

Philadelphia, PA 19101-0601

#### **How to Pay**

For your convenience, Comcast Business accepts checks, credit card, and ACH payments.

#### **Paying Online**

For recurring or one-time payments, please visit comcastpaymentcenter.com.

#### **Paying by Mail**

Detach the payment slip and return it with your check or money order made payable to Comcast Business in the envelope provided. Make sure to include the check details on the reverse side of the payment slip. Please allow 7-10 business days for processing.

#### **Change in Customer Details?**

For any change in customer details, including address, billing arrangements, or reporting requirements, please let us know by calling 1-800-741-4141.

Please note that any billing dispute regarding this invoice must be submitted to Comcast within the time period specified in your customer agreement.

Business Voice and Trunk Services are provided by Comcast IP Phone, LLC. Any issues with these services can be addressed by contacting us at (877) 543-3961 Unless noted otherwise in the Service Details section of this bill, all other services on this bill are provided by Comcast Business Communications, LLC.

Account Number 933702299 Invoice Number 165687990

#### **Account Statement**

Our advanced solutions will help your business fuel innovation, improve efficiencies, and create memorable interactions with customers. If you have any questions about your services, or to learn more about our full suite of products, please call us at the phone number listed at the top of page one.

Is your business moving to a new location soon? If so, please be sure to notify us at least 60 calendar days in advance of your relocation in order to avoid service interruptions. Call us at the phone number at the top of page one of this invoice, and we'll be happy to assist you with any changes to your account.

#### **Attention Business Trunk Customers:**

Did you know you can turn off your International Long Distance (ILD) to prevent fraud? If you would like to make any changes to your Trunking service, please call 1-877-543-3961.

## **Summary of Charges**

Local Billing Reference Number:	
Recurring Charges	909.95
Total Customer Charges	909.95

## Taxes, Surcharges, and Fees

State Taxes and Surcharges Sales Tax (State)	1.01
Total State Taxes and Surcharges	1.01
County Taxes and Surcharges Sales Tax (County)	0.80
Total County Taxes and Surcharges	0.80
City Taxes and Surcharges Sales Tax (City)	1.23
Total City Taxes and Surcharges	1.23
Total Taxes and Surcharges	3.04

## **Service Summary**

Ethernet Dedicated Internet	
Recurring Charges	875.00
Total Ethernet Dedicated Internet	875.00
Ethernet Equipment Fee	
Recurring Charges	34.95
Total Ethernet Equipment Fee	34.95
Total Charges	909.95

## **Service Details**

#### Ethernet Dedicated Internet: 60.VLXP.084185..CBCL...

Location A: 6211 ZINNIA AVE, Firestone, CO

#### **Summary of Charges**

#### **Service Charges**

Recurring Charges 875.00

Account Number 933702299 Invoice Number 165687990

## **Service Details**

Ethernet Dedicated Internet: 60.VLXP.0841850	CBCL continued	
Location A: 6211 ZINNIA AVE, Firestone, CO		
Summary of Charges continued		
Service Charges continued		
Total Service Charges	_	875.00
Total Charges	_	875.00
Recurring Charges		
Description	Date Range	Amount
Port - 60.KRGS.057448CBCL Gig E - FIBER	Feb 1, 23 to Feb 28, 23	
Bandwidth - 60.VLXP.084185CBCL 300 Mbps	Feb 1, 23 to Feb 28, 23	850.00
IPv4 Static Address Block /29 Qty: 1	Feb 1, 23 to Feb 28, 23	25.00
Total Recurring Charges		875.00
Service Details		
Ethernet Equipment Fee : EQP-1000469976		
Location A: 6211 ZINNIA AVE, Firestone, CO		
Summary of Charges		
Service Charges		
Recurring Charges		34.95
Total Service Charges		34.95
Total Charges		34.95
Recurring Charges		
Description	Date Range	Amount
Ethernet Equipment Fee	Feb 1, 23 to Feb 28, 23	34.95
Total Recurring Charges		34.95

Account Number		oice Number	umber Bill Date Custon		Bill Date		stomer Service	Payment Terms
933702299	933702299 16794		Mar	1, 2023		300-741-4141	Net 30	
Previous Balance	Payments	Adjustments/0	Credits	Past Due Amo	unt	<b>Current Amount</b>	Total Amount Due	
1,800.84	0.00	0.00		1,800.84		926.31	\$ 2,727.15	
							Payment Due Date	
St. Vrain Water	Authority						Apr 1, 2023	
PO BOX 70 Firestone, CO 8	20520						Late Fee Eligible	
Thestone, oo	00020					1	\$ 887.85	
							Late Payment Charg	
							\$ 13.32	

#### **SUMMARY OF CHARGES AND CREDITS**

1,800.84
926.31
13.32
3.04
909.95
909.95

#### Aging Balance Summary

Current	\$ 926.31
1 - 30	\$ 1,800.84
31 - 60	\$ 0.00
61 - 90	\$ 0.00
91 - 120	\$ 0.00
120+	\$ 0.00

Pay your invoice online by visiting www.comcastpaymentcenter.com

Page 1 of 4

If paying by mail, please return this section with your payment

<b>Account Number</b>	Invoice Number	Payment Due Date	<b>Total Amount Due</b>	Amount Enclosed
933702299	167942454	Apr 1, 2023	\$ 2,727.15	

(For further information on how to pay please turn over)

St. Vrain Water Authority PO BOX 70 Firestone, CO 80520

Comcast PO Box 37601 Philadelphia, PA 19101-0601

#### **How to Pay**

For your convenience, Comcast Business accepts checks, credit card, and ACH payments.

#### **Paying Online**

For recurring or one-time payments, please visit comcastpaymentcenter.com.

#### **Paying by Mail**

Detach the payment slip and return it with your check or money order made payable to Comcast Business in the envelope provided. Make sure to include the check details on the reverse side of the payment slip. Please allow 7-10 business days for processing.

#### **Change in Customer Details?**

For any change in customer details, including address, billing arrangements, or reporting requirements, please let us know by calling 1-800-741-4141.

Please note that any billing dispute regarding this invoice must be submitted to Comcast within the time period specified in your customer agreement.

Business Voice and Trunk Services are provided by Comcast IP Phone, LLC. Any issues with these services can be addressed by contacting us at (877) 543-3961 Unless noted otherwise in the Service Details section of this bill, all other services on this bill are provided by Comcast Business Communications, LLC.

Account Number 933702299 Invoice Number 167942454

#### **Account Statement**

Our advanced solutions will help your business fuel innovation, improve efficiencies, and create memorable interactions with customers. If you have any questions about your services, or to learn more about our full suite of products, please call us at the phone number listed at the top of page one.

Is your business moving to a new location soon? If so, please be sure to notify us at least 60 calendar days in advance of your relocation in order to avoid service interruptions. Call us at the phone number at the top of page one of this invoice, and we'll be happy to assist you with any changes to your account.

#### **Attention Business Trunk Customers:**

Did you know you can turn off your International Long Distance (ILD) to prevent fraud? If you would like to make any changes to your Trunking service, please call 1-877-543-3961.

## **Summary of Charges**

Service Charges

**Recurring Charges** 

Local Billing Reference Number:		
Recurring Charges		909.95
Total Customer Charges		909.95
Taxes, Surcharges, and Fees		
State Taxes and Surcharges Sales Tax (State)	1.01	
Total State Taxes and Surcharges		1.01
County Taxes and Surcharges Sales Tax (County)	0.80	
Total County Taxes and Surcharges		0.80
City Taxes and Surcharges Sales Tax (City)	1.23	
Total City Taxes and Surcharges		1.23
Total Taxes and Surcharges		3.04
Service Summary		
Ethernet Dedicated Internet Recurring Charges	875.00	
Total Ethernet Dedicated Internet		875.00
Ethernet Equipment Fee Recurring Charges	34.95	
Total Ethernet Equipment Fee		34.95
Total Charges		909.95
Service Details		
Ethernet Dedicated Internet : 60.VLXP.084185CBCL		
Location A: 6211 ZINNIA AVE, Firestone, CO		
Summary of Charges		

875.00

Account Number 933702299 Invoice Number 167942454

## **Service Details**

Ethernet Dedicated Internet: 60.VLXP.084185CB	CL continued	
Location A: 6211 ZINNIA AVE, Firestone, CO		
Summary of Charges continued		
Service Charges continued		
Total Service Charges	_	875.00
Total Charges	_	875.00
Recurring Charges		
Description	Date Range	Amount
Port - 60.KRGS.057448CBCL Gig E - FIBER	Mar 1, 23 to Mar 31, 23	
Bandwidth - 60.VLXP.084185CBCL 300 Mbps	Mar 1, 23 to Mar 31, 23	850.00
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Total Recurring Charges		875.00
Service Details		
Ethernet Equipment Fee : EQP-1000469976		
Location A: 6211 ZINNIA AVE, Firestone, CO		
Summary of Charges		
Service Charges		
Recurring Charges	_	34.95
Total Service Charges		34.95
Total Charges	_	34.95
Recurring Charges		
Description	Date Range	Amount
Ethernet Equipment Fee	Mar 1, 23 to Mar 31, 23	34.95
Total Recurring Charges	_	34.95



#### blackhillsenergy.com

help@support.blackhillsenergy.com 888-890-5554 Facebook @blackhillsenergy Twitter @bhenergy

**Previous balance:** \$27.92 Past due balance: \$27.92 **New charges:** \$27.92

Due by 3/27/2023

Account: 2924 8496 80 Service for: ST V RAIN WATER AUTH

Bill date: 3/6/2023

Service address: 6211 ZINNIA AVE FIRESTONE,CO

## March energy usage

Meter read dates: 2/2/2023 - 3/3/2023

View your usage details at blackhillsenergy.com/my-account

This month

0 | \$0.00

Last year

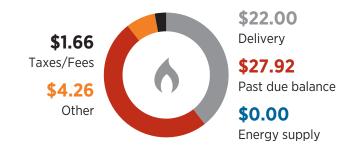
0 | \$0.00

#### Reasons your bill may have changed since last month

- Your energy usage was about the same

## **March billing summary**

Billing period: 2/2/2023 - 3/3/2023 (29 days)



**Total charges:** 

\$55.84

## Did you know



#### Need help paying your bill?

We have programs to give you the extra help you need. blackhillsenergy.com/assistance



#### Set up Budget Billing

We can help you budget for and balance high seasonal bills. blackhillsenergy.com/budget-billing



#### Spring into savings

Learn more at blackhillsenergy.com

Keep your energy use in check and lower your monthly bills. blackhillsenergy.com/efficiency

**Account number: 2924 8496 80** 

Detach and return with payment



PO BOX 6001 RAPID CITY SD 57709-6001



Due by 3/27/2023

#### Amount enclosed:

Help your neighbors in need with energy assistance through a donation to Black Hills Cares, part of Black Hills Corp. Foundation. Give online at blackhillscares.com/donate or check the box below and then choose the type of donation.

Yes.	ľd	like	to	donate

One-time \$\_\_\_\_ Monthly \$\_\_\_\_ Round-up (x)\_\_\_\_



0186195-BHES228289-ST.NOPRIN-014122 ST V RAIN WATER AUTH PO BOX 70 FIRESTONE CO 80520-0070

**BLACK HILLS ENERGY** PO BOX 7966 CAROL STREAM IL 60197-7966

#### blackhillsenergy.com

help@support.blackhillsenergy.com 888-890-5554

## **Usage history**

Messages

activity.

history. Check out

If you smell natural gas, leave the area immediately and call 911 and then call Black

Your account contains a balance forward that must be paid immediately to stop collection

It's tax time. There is no need to make a phone call, your online account makes it quick and easy to download your billing and payment

blackhillsenergy.com/customer-service for this

Hills Energy at 888-890-5554.

and other self-service options.

#### ST V RAIN WATER AUTH

Account: 2924 8496 80

Service address: 6211 ZINNIA AVE FIRESTONE,CO

## **March bill details**

blackhillsenergy.com/bill

#### Rate Schedule RATE SC-1 N/SW CO162 (CO162)

Meter: **SG663810** 

**Therms** 

Reading 3/3/23 Reading 2/2/23 1 Hundred Cubic Feet (CCF)

-1 Hundred Cubic Feet (CCF)

• Hundred Cubic Feet (CCF)

x 0.97450 Gas Pressure Factor x 1.0797 BTU Factor

• Total Billable Therms	
<b>Delivery and distribution:</b> Costs to bring energy to your address. Billing Details for 02/02/23 - 03/03/23, 29 days.	\$22.00
Customer Charge	\$22.00
Volumetric Charge 0 Therms @ \$0.16681	\$0.00
GRSA Vol Charge 0 Therms @ \$0.00	\$0.00
Energy supply: Cost of natural gas.	\$0.00
Billing Details for 02/02/23 - 03/03/23, 29 days.	\$0.00
GCA Commodity Cost 0 Therms @ \$0.50379 GCA Upstream Cost 0 Therms @ \$0.37112	\$0.00
EGCRR 0 therms @ \$0.16805	\$0.00
Other costs: Credits, adjustments and other charges. Billing Details for 02/02/23 - 03/03/23, 29 days.	\$4.26
DSMCA	\$3.38
BHEAP	\$0.13
DSMCA 0 Therms @ \$0.0279	\$0.00
EASBC	\$0.75
Taxes and fees: Local and state taxes and fees.	\$1.66
Billing Details for 02/02/23 - 03/03/23, 29 days.	\$0.00
Franchise Fee 0 Therms @ \$0.0258 Franchise Fee \$25.51 @ 0%	\$0.00
State Sales Tax \$25.51 @ 2.9%	\$0.74
City Sales Tax \$25.51 @ 3.6%	\$0.92
Past due balance: Charges not paid on previous bills.	\$27.92
Total charges this month	\$55.84



# Manage your account at blackhillsenergy.com/my-account

- Save payment options for future use
- Start, stop and transfer service
- View usage details
- See your billing and payment history
- Download bill statements
- Change your address

If you wish to dispute any charges on your bill, please contact us at 888-890-5554. If we're unable to resolve your issue, you have the right to contact the Colorado PUC by calling 303-894-2070, or outside the (303) calling area contact 800-456-0858, or in person or in writing at 1560 Broadway, Suite 250, Denver, CO 80202. Tariff and rate schedule information is available at

blackhillsenergy.com/rates.



# Ways to pay your bill at blackhillsenergy.com/pay



#### Log in to pay

Pay with your checking or savings account.



#### Guest pay

Pay without an online account.



#### **Auto pay**

Have your payment auto-deducted from your checking or savings account.



#### **Credit card**

Pay with a credit or debit card through Speedpay. Convenience fees may apply. Online: internet.speedpay.com/bhe Phone: 866-537-9039



#### blackhillsenergy.com

help@support.blackhillsenergy.com 888-890-5554

#### ST V RAIN WATER AUTH

**Account:** 2924 8496 80

Service address: 6211 ZINNIA AVE FIRESTONE,CO

## **Glossary of terms**

**Customer charge** A fixed monthly charge, separate from energy usage, that recovers a portion of fixed operating costs, such as customer accounting and services, as well as costs associated with our investments in customer-related equipment, such as meters and service lines.

## Demand side management cost adjustment (DSMCA) The DSMCA

recovers costs associated with the utility's energy efficiency programs, as authorized by the Public Utilities Commission (PUC). These charges cover rebates, labor, materials and administrative costs of the program.

#### **Energy Assistance System Benefit**

Charge (EASBC) is a mandatory charge collected from utilities' gas and electric customers unless customers opt-out or are otherwise exempted. The mandatory charge was enacted into Colorado law in 2021 (House Bill 21-1105). The mandatory charge provides bill payment assistance for income-qualified customers. The assistance is administered by Energy Outreach Colorado (EOC). Customers may call EOC at 1-866-HEAT-HELP. Black Hills Energy customers may opt out of the monthly charge by emailing eaoptout@blackhillsenergy.com.

**Extraordinary gas cost recovery rider** (EGCRR) The EGCRR recovers additional gas costs incurred during an extreme weather event in February 2021.

#### Gas cost adjustment (GCA) commodity

**cost** The GCA commodity cost recovers costs associated with the cost of natural gas purchased to serve customers. These costs are passed through to customers dollar-for-dollar.

#### Gas cost adjustment (GCA) storage cost

The GCA storage cost is a cost associated with storing natural gas for specific natural gas customers on the western slope of Colorado. These costs are passed through to customers dollar-for-dollar.

#### Gas cost adjustment (GCA) upstream

**cost** The GCA upstream cost recovers costs associated with reserving space in third-party owned pipelines to move natural gas from the point of purchase to the customer. These costs are passed through to customers dollar-for-dollar.

**General rate schedule adjustment (GRSA) volumetric charge** The GRSA is calculated as a percentage of the volumetric charge to reflect an increase or decrease to base rates. The GRSA does not apply to the charges determined by the GCA, DSMCA, SSIR or EGCRR.

General rate schedule adjustment (GRSA) customer charge The GRSA is calculated as a percentage of the monthly customer charge to reflect an increase or decrease to base rates. The GRSA does not apply to the charges determined by the DSMCA, BHEAP or EASBC.

#### blackhillsenergy.com/bill

Low-income program funding fee The Black Hills Energy Affordability Program (BHEAP) charge is a monthly charge required by the PUC to fund BHEAP, which provides energy assistance to eligible residential low-income customers in Colorado.

#### System safety and integrity rider (SSIR)

The SSIR recovers costs associated with investments in pipeline repair and replacements to bolster the safety and integrity of natural gas infrastructure.

**Volumetric charge** This variable charge is billed based on the customer's usage. The volumetric charge is designed to collect all other (non-customer service-related) costs incurred by the company.

#### **Important Information**

If you're struggling to pay your utility bills, you might qualify for exemption from the Energy Assistance System Benefit Charge (EASBC) and be eligible for utility bill payment assistance. Please call 1-866-HEAT-HELP to see if you qualify.

Si tiene dificultades para pagar sus facturas de servicios públicos, es posible que califique para la exención del Cargo por Beneficio del Sistema de Asistencia de Energía (Energy Assistance System Benefit Charge – EASBC) y ser eligible para asistencia con el pago de servicios públicos. Por favor llame al 1-866-HEAT-HELP para ver si califica.





# **INVOICE**

Collins Cole Flynn Winn & Ulmer, PLLC 165 S. Union Blvd, Suite 785 Lakewood, CO 80228

> Invoice #: 3190

Date: Due On: 04-07-2023

03-07-2023

ST. VRAIN WATER AUTHORITY **BOARD OF DIRECTORS** P.O. BOX 464 FIRESTONE, CO 80520

Matter: ST. VRAIN WATER AUTHORITY-GENERAL-5053.001

#### Services

Date	TMKPR	Description	Quantity
02-01-23	TF	Completed review of letter and questions raised by customer re: audit and accounting records for Authority.	0.50
02-08-23	CS	Review emails and files regarding items for agenda; work on February draft agenda; email to TF regarding the same; additional work on meeting matters.	0.90
02-09-23	CS	Additional revisions to agenda; email to D. Lindsay and R. Roberto regarding final review and posting; review December 2022 meeting minutes; draft open meetings law notices; work on meeting packet; emails regarding the same.	1.30
02-10-23	CS	Continue work on and finalize meeting packet; conference with TF regarding form of agreement; email to Board regarding the same.	0.50
02-10-23	TF	Meeting coordination with Crystal; emails and calls to and from Dave Lindsay.	0.30
02-10-23	TF	Coordination re: meeting packet; review of Notice, meeting packet, etc. before sending it out.	0.30
02-13-23	TF	Meeting preparation.	0.20
02-13-23	TF	Attendance at Board meeting.	2.00
02-16-23	CS	Gather information; email to J. Svaldi regarding Streamline webhosting.	0.20

Services Subtotal: \$2,051.00

Subtotal
Total
Payment
Total Charges this Invoice
tal ent

## Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$639.00	+	\$2,051.00	-	\$639.00	=	\$2,051.00

### Timekeeper Summary

Name	Initials	Hours	Rate	Total
Crystal Schott	CS	2.90	235.00	\$681.50
Tim Flynn	TF	3.30	415.00	\$1,369.50

Total Client Balance \$2,051.00

Total Matter Balance \$2,051.00

Please make all amounts payable to: Collins Cole Flynn Winn & Ulmer, PLLC

# Agenda Item 4(b) Balance Sheet

# St. Vrain Water Authority

## Balance Sheet As of March 10, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10.1010 - Checking	56,910.72
Total Bank Accounts	\$56,910.72
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Total Current Assets	\$56,910.72
TOTAL ASSETS	\$56,910.72
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	-2,585.67
	59,496.39
Net Income	59,496.39
	\$56,910.72

# **Profit and Loss**

# St. Vrain Water Authority

## Profit and Loss January 1 - March 10, 2023

	TOTAL
Income	
10.5000 - Cash Contributions	
10-5001 - Cash Contributions - Firestone	75,079.73
10.5002 - Cash Contributions - LTWD	15,015.95
Total 10.5000 - Cash Contributions	90,095.68
Total Income	\$90,095.68
GROSS PROFIT	\$90,095.68
Expenses	
10.6010 - Office Supplies	72.00
10.6110 - Legal Fees	4,435.00
10.6115 - Contract Operations	18,473.88
10.6140 - Bank Charges & Fees	-80.00
Chemicals	0.00
Telephone System	3,459.65
Utilities	4,238.76
Total Expenses	\$30,599.29
NET OPERATING INCOME	\$59,496.39
NET INCOME	\$59,496.39

# Agenda Item 4(c) RFP for Authority Management Services



## ST. VRAIN WATER AUTHORITY

#### REQUEST FOR PROPOSALS

For Administrative Management Services

6211 Zinnia Avenue, Firestone, CO 80504 (physical address) PO Box 70, Firestone, CO 80520 (mailing address)

The St. Vrain Water Authority ("Authority") is soliciting written proposals for Administrative Management Services from invited qualified firms. The Authority is conducting a Qualifications Based Selection process to retain a contract management firm ("Consultant") to perform administrative management duties for the Authority.

Construction of the water treatment plant is expected to be completed in April of 2023. The Authority intends to have the Consultant under contract in July 2023.

The St. Vrain Water Authority was formed by the Town of Firestone ("Firestone") and the Little Thompson Water District ("LTWD") in 2019. The Board of Directors of the Authority are appointed by Firestone and LTWD.

Electronic proposals responsive to this RFP must be submitted by providing the information requested in this RFP by **10:00 am MST on Wednesday XXXXXX ##**, **2023**, to:

St. Vrain Water Authority

Attention : Dave Lindsay, Secretary

David.lindsay@stvrainwaterauthority.com

Only electronic proposals in PDF format will be accepted. Files sizes larger than 20MB can be provided using a transfer link such as Drop Box.

During the Consultant selection process, all communication, correspondence, questions or requests for clarification shall be directed to the Authority's Representative:

Dave Lindsay, PE
Secretary of the Board of Directors
970.278.0029 ext. 108
David.lindsay@stvrainwaterauthority.com

General questions may be communicated by phone however specific requests for clarifications must be e-mailed. Failure to comply with this requirement may result in disqualification of your firm. No questions will be accepted after 5:00 PM Tuesday XXXXX ##, 2023.

A mandatory pre-proposal meeting will be held via Zoom at 9:00 am XXXXX ##, 2023. The

Authority Representatives will review some of the critical items in the RFP and will be available to answer questions.

This request for proposal is a solicitation and not an offer to contract. The Authority reserves the right to accept or reject any or all proposals. The Authority further reserves the right to issue clarifications and other directives concerning this request for proposals; 1) to require clarification or further information with respect to any proposal, and 2) to determine the final terms of any contract for services. All costs incurred by proposer for proposal preparation, interviews and contract negotiations are the responsibility of the proposer.

#### **BACKGROUND INFORMATION**

The Town of Firestone and the Little Thompson Water District formed the St. Vrain Water Authority and are the founding Members and are the only planned customers of the Authority. The purpose of the Authority is to own and operate the St Vrain Water Treatment Plant for the benefit of the Members. The Authority is an independent government entity authorized under the statutes of the State of Colorado and is recognized by the State of Colorado.

The authority owns no water rights nor a distribution system, only the treatment facilities. The water treatment plant is being designed and constructed by the Town of Firestone and after its completion, ownership will be transferred to the St Vrain Water Authority. The construction of the water treatment plant is expected to be completed in April 2023 and shortly thereafter, transferred to the Authority.

The water plant will be operated by Ramey Environmental Compliance. Plant/Authority IT services are provided by CorKat. Authority legal counsel is Tim Flynn with Collin Cole Flynn Winn & Ulmer. In 2023 the Authority will also be contracting for engineering services and for financial audit services. Accounting services are currently provided by the Town of Firestone and are not part of this RFP but those services may be added to the selected Consultants scope of work in the future. The Authority has no employees.

The Board of Directors of the Authority meets monthly, currently the second Monday of each month. Meetings start at 4:00 pm and are held at the Firestone Town Hall. Meeting attendance by Directors, Authority consultants, and Member's staff/consultants may be either in person or via Zoom. Board packets are prepared and emailed to the Directors and Member staff/consultants. Meeting notices are posted at the Firestone Town Hall. The Authority is also developing a website and arranging for web hosting. The web design will allow for posting of meeting notices and packets and will be a portal for posting of other public information.

#### SCHEDULE FOR SELECTION

XXXXX ##, 2023	RFP is issued
XXXXX ##, 2023	Mandatory pre-proposal meeting (9:00 AM via Zoom)
XXXXX ##, 2023	Deadline for submitting questions (5:00 PM)
XXXXX ##, 2023	Formal response to questions (5:00 PM)
XXXXX ##, 2023	Proposals are submitted (by 10:00 AM, email only)
Week of XXXXX ##	Shortlisted firms to be interviewed
XXXXX ##, 2023	Board of Directors may award contract to successful firm

#### **MATERIALS PROVIDED BY THE AUTHORITY**

- 1. Water Treatment Plant:
  - a. Site Plan (PDF)
  - b. Vicinity Map (PDF)

- 2. Water Authority Documents:
  - a. Formation IGA
  - b. Member Agreements
  - c. Sample Board Packet
  - d. 2023 Adopted Budget
  - e. 2023 Budget Worksheet

#### **SCOPE OF SERVICES**

Attachment A presents the draft Scope of Services to be provided by the Consultant and is intended to establish the level of service for the proposed contract. The Consultant is providing labor and expertise for the management of the Authority's administrative functions. A final Scope of Services will be negotiated with the selected Consultant.

#### **CONTRACT AND COMPENSATION**

A written professional services contract will be required between the Authority and the selected Consultant, which contract will be in the form and substance as attached to this RFP as Attachment B. The contract shall include insurance requirements for general liability. The contract shall include certification concerning employment of illegal aliens.

#### PROPOSAL SUBMITTAL REQUIREMENTS

The Consultant services proposals shall strictly adhere to the following format:

- Cover with the firm name/logo and the project title.
- Introduction Letter.
- Table of Contents.
- Narrative describing the history and relevant project experience of the firm/team.
- Narrative of the primary project team members, their role on the team, and their experience (include resumes). List any professional affiliations, licensures, and certifications that are pertinent to the work. Be sure to include major sub-contractors and their personnel.
- Narrative that clearly describes the firm/teams project approach. Identify key
  components of the services to be provided and any potential challenges. Though not a
  part of this RFP, if the firm has the capability to provide accounting and bookkeeping
  services, that should be mentioned.
- Prepare a detailed estimate of the annual cost of the work to be performed. Present hours and costs for major tasks and then a total service cost.
- Present a detailed service task list that can be compared to the estimated cost of the work. Both general and detailed tasks should be included to demonstrate your planned organization and management of the various components of the service to be provided.
- Provide a list of at least 5 references, with current contact information, that we may contact.
- Provide any additional relevant information not specifically called for in the previous

sections.

The length of the proposal is not limited however concise information is appreciated. Include any additional information you feel is pertinent at the end of the proposal. The use of pictures or other graphics in the proposal to demonstrate examples of your services is encouraged.

1 PDF copy of the proposal shall be submitted via email for initial review. The firms selected for interviews will be expected to be available for one hour. The format will accommodate a presentation of no more than 30 minutes with the remaining time being dedicated to questions and answers. Interviews <u>may</u> be in person at a location to be designated in the Town of Firestone.

Only complete submittals will be considered.

#### **EVALUATION CRITERIA**

The Consultant services proposals will be screened by the Authority's review team using a quality based selection criteria and format. A short list of candidates will be selected for interviews. Evaluation criteria for proposals shall generally include the following factors:

- strength of qualifications of the individuals assigned to the Facilities (25%)
- strength of recent, relevant service experience (25%)
- strength of unique qualifications of the firm (10%)
- service approach, management strategy, and organization of tasks (20%)
- strength of references from current and past clients (10%)
- cost of services to be provided (10%)

The Authority is not obligated to accept the lowest cost proposal, is not obligated to accept any proposal, and will make its determination based on the best interests of the Authority. The Authority retains the right to abandon or terminate the RFP process at its discretion at any time.

#### <u>ATTACHMENT A</u>

The scope of services provided here is for response to this RFP and is for comparative purposes. A final Scope of Services will be negotiated with the selected Consultant. The Scope of Services is anticipated to include, but not be limited to the following:

#### 1. Authority Board of Directors (Board) Meetings

- Coordination of all Board meetings.
- Consultant will attend all Board meetings unless otherwise directed by Board.
- Prepare Board agendas and meeting packets with direction and assistance from the Secretary and Attorney.
- Distribution of agenda and packet materials in the manner and timeframes directed by the Board.
- Transcribing, recording, preparation, and posting of meeting minutes for all meetings as prescribed by law unless otherwise directed or assigned by the Board.
- Preparation and posting of legal notices required in conjunction with the meetings within the timeframes and manner required by law and as directed by the Board.

#### 2. Recordkeeping

- Maintain lists of persons and organizations for correspondence.
- Maintain lists and contact information of vendors and consultants.
- Organize and maintain records of approved Authority resolutions.
- Organize and maintain records of approved Authority contracts and agreements.
- Organize and maintain records of approved Authority budgets.
- Organize and maintain records of approved Authority audits.
- Organize and maintain records of required public water quality notices.
- Organize and maintain records and reports submitted to the CDPHE.
- Keep a repository of all Authority records and act as Official Custodian of Records designee for purposes of CORA (as that term is defined in the Authority's Resolution 2023-02 designating an Official Custodian for purposes of the Colorado Open Records Act, Sections 24-72-201, et seq., C.R.S.
- Maintain a project list with current and planned projects that describes the project status, location, start dates, need by dates, responsible person, and other information as directed by the Board.

#### 3. Communications

- Daily (weekdays) check phone messages and forward to appropriate party.
- Oversee daily management and updating of the Authority website as needed or requested by the Authority. Forward any messages or requests for information to the appropriate party.
- Respond to routine inquiries, questions and requests for information regarding the Authority in a timely manner as well as maintain a tracking system of such.
- Prepare and distribute correspondence as directed by Board.
- Periodic reports to the Board regarding the status of Authority matters and actions taken or contemplated by the Authority Manager on behalf of the Authority as requested by the Board.
- Provide liaison and coordination with Member and state governmental agencies.

#### 4. Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence.
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the Authority's benefit.
- Review and administer contracts with current Authority consultants.
   Administration shall include review of monthly invoicing for recommendation of payment to the Board.
- Review and administer service agreements with utility providers.
   Administration will include review of monthly invoicing with recommendation of payment to the Board.
- Review and administer service/support agreements with vendors.
   Administration will include review of monthly invoicing with recommendation of payment to the Board. This shall also include acting as liaison for coordination with the WTP Operator.
- Keep Board updated on contract progress with periodic reports and/or tracking system as assigned or directed by the Board.
- Confer with and coordinate legal, accounting, IT, engineering, auditing and other professional services to the Authority by those professionals and consultants retained by the Authority as directed by the Board.
- Represent the Authority with other entities and bodies as requested by the Board (but not as its representative for legal matters).
- Solicit, contract, and supervise all Authority vendors.

#### 5. Document Administration

 Provide coordination and administration for the continuing revision of the Authority's Rules and Regulations, Purchasing Policy, Retention Policy, etc...

#### 6. Accounts Payable and Accounts Receivable Services to be Provided

- Receive and process all invoices.
- Coordinate review, approval and coding of all invoices with Authority Accountant and Board to ensure timely payment.
- Coordinate with the Treasurer and the Members to ensure timely receipt of payments of services or cash contributions owed to the Authority.

#### 7. Annual Budget

- Consultant shall establish and administer an annual schedule for the preparation and adoption of a Budget for the preceding year.
- Consultant shall review current years costs and revenues, project year end costs and revenues, and estimate the preceding years costs and revenues in collaboration with the Treasurer, Authority Accountant, and the WTP Operator.
- Consultant shall be responsible for preparation of the draft budget, making revisions to the budget as directed by the Board, and presenting a final budget for adoption by the Authority.

### ATTACHMENT B Form of Agreement

#### AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES

THIS AGREEMENT FOR ADMINISTRATIVE MANAGEMENT SERVICES ("Agreement") is made and entered into this day of, 2023, to
be effective as of the day of, 2023 (the "Effective Date"), between the ST.
VRAIN WATER AUTHORITY, a political subdivision of the State of Colorado
("Authority"), whose address is PO Box 70, Firestone, Colorado 80520 and
a Colorado corporation, ("Consultant"), whose address is
, Colorado, and whose telephone number is Authority
and Consultant may hereinafter singularly be referred to as a "Party" and collectively as
the "Parties."
RECITALS
WHEREAS, the Authority was established for the purpose of developing potable water treatment systems and facilities that are capable of furnishing a potable water supply for the benefit of the Authority's Members, and their constituents, and end users; and
WHEREAS, in furtherance of that purpose, the Authority operates a reverse osmosis water treatment plant, deep injection well, and related facilities ("Water Treatment Facilities") having an initial capacity of treating up to 1.5 million gallons per day of water, and having the capability of being expanded in phases in future years to a water treatment capacity of 5 million gallons per day; and
WHEREAS, the Authority is in need of obtaining the services of a government entity management company to manage the Authority's day to day administrative services ("Project"); and
<b>WHEREAS</b> , at the request of Authority, Consultant submitted a proposal for the Project; and
WHEREAS, Consultant represents that it has the personnel and expertise necessary to perform the Project in a competent and timely manner; and
WHEREAS, the Authority's Board of Directors, after reviewing Consultant's proposal dated, 2023, and based upon the recommendation of its consultants, the Authority has decided to retain Consultant to perform the Project upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE,** in consideration of the promises set forth herein, Authority and Consultant agree as follows:

<u>Scope of Work</u>. Consultant shall perform the work, as more particularly described in **Exhibit A** (consisting of \_\_\_\_\_ page(s)), and incorporated herein by this reference ("Scope of Work"), together with all necessary labor, materials, scheduling, procurement, and related work and services as may be necessary and reasonably inferable from the Scope of Work to complete the totality of the obligations imposed upon Consultant by this Agreement (collectively the "Services" or the "Project").

<u>Notice to Proceed.</u> As soon as practical, after Authority has received satisfactory certificates of insurance as required below, Authority shall issue a written Notice to Proceed to Consultant.

Performance. Consultant shall give this Agreement and the Services to be performed hereunder such priority as is necessary to cause the authorized Services to be timely and promptly performed in accordance with the time periods contemplated or expressly provided for in the Scope of Work. At any time during the term of this Agreement, Authority may request, and Consultant shall, within twenty (20) days of such request, submit for Authority's approval a written schedule for the completion of the work which comprises the Project. Unless delayed by acts or the failure to act of Authority or other causes beyond the control of Consultant, and without extending any deadline established elsewhere in this Agreement, all Services shall be completed to the Authority's reasonable satisfaction and all deliverables that are a part of the Project shall be delivered to the Authority in accordance with the Scope of Services.

Responsibility for Services. The Authority shall not supervise the work of Consultant, or instruct Consultant on how to perform the Services. Consultant shall be fully responsible for the professional quality, technical accuracy, timely completion and coordination of the Services including all work and reports that are a part thereof, whether such work is performed directly by Consultant or by any sub-Consultant hired by Consultant and approved by Authority. Without entitling Consultant to additional compensation and without limiting Authority's remedies, Consultant shall promptly remedy and correct any errors, omissions or other deficiencies in the Services. Consultant warrants that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Consultant's profession prevailing in Colorado.

Consultant's hourly rates and reimbursable costs as set forth on Exhibit B (consisting of page(s)) as attached hereto and incorporated herein by this reference, and which will be annually updated; provided, however, that the total amount of compensation that Consultant shall receive under this Agreement, including the cost for Consultant's approved sub-Consultants, shall not exceed \$\_\_\_\_\_\_, in the first year, and shall not exceed future amounts as provided for in the annual update, without Authority's prior express written consent.

The compensation to be paid Consultant under this Agreement is entire and complete and includes any and all reimbursable and other costs as set forth, and only as set forth, on **Exhibit B**. Consultant further represents and agrees that except as set forth

on **Exhibit B** the reimbursable costs to Consultant together with any approved sub-Consultant costs are at Consultant's actual cost and do not include any additional mark-up whatsoever. It is understood and agreed that Consultant will contract with and pay directly any and all approved sub-Consultants retained by Consultant for any Services or portion thereof provided under this Agreement.

Rates and Employee Categories. Exhibit B sets forth the projected hours for the work, and the hourly rates and category of Consultant's employees that are expected to perform the work under this Agreement. Consultant agrees that all labor performed hereunder shall be performed for an hourly rate and by the category of employee identified on Exhibit B, except that if any work is performed by an employee whose hourly rate is less than the rate described on Exhibit B, Authority shall be charged the lesser rate. Further, should any employee's job category or classification change during the term of this Agreement, that change shall not, in any way, affect or modify the employee's billing rate under this Agreement unless the billing rate has been reduced as a result of such job reclassification, in which case the reduced billing rate shall be applied for purposes of the invoices submitted to the Authority.

On or before September 1 of each year, Consultant shall provide Authority with a proposed revised Exhibit B for review and consideration, and if accepted, for incorporation into the Authority Budget for the coming year.

Method of Payment. Consultant shall provide an invoice no later than the tenth (10<sup>th</sup>) day of each month for Services completed through the last day of the preceding month. Each invoice shall be submitted only for those Services actually performed during the period for which the invoice is submitted. Consultant shall submit with each invoice such supporting documentation as Authority may reasonably request. Each invoice submitted by Consultant shall constitute a representation to Authority that the Services are completed to the point as represented in the billing invoice. Unless Consultant does not properly perform the Services, invoices will be paid within thirty (30) to forty-five (45) days after receipt. Authority shall have the right to refuse to pay all or any portion of an invoice that is inconsistent with this Agreement. Authority may delay payment until it can verify the accuracy of an invoice, obtain releases or waivers with respect to Services covered in the invoice, or resolve a dispute with Consultant regarding an invoice.

<u>Conflict of Interest</u>. Consultant agrees that it shall not accept any employment during the term of this Agreement that creates a potential conflict of interest or compromises the effectiveness of Consultant or otherwise interferes with the ability of Consultant t to perform the Services required by this Agreement.

Records and Audits. Consultant shall at all times maintain a system of accounting records in accordance with its normal billing procedures, together with supporting documentation for all work, purchases, Services and billings under this Agreement. Consultant shall make available for audit and reproduction by Authority all records, in whatever form, related to the Services. Consultant shall provide such availability during the term of this Agreement and for two (2) years after final payment.

Consultant shall refund to Authority any charges determined by Authority's audit to be inconsistent with this Agreement.

Confidentiality of Information. Except as required by law or as is necessary for the performance of the Services, Consultant shall retain in strictest confidence all information furnished by Authority and the results of any reports or studies conducted as a result of this Agreement, along with all supporting work papers and any other substantiating documents. Consultant shall not disclose such information to others without the prior written consent of Authority's representative. Notwithstanding the foregoing, Consultant shall have no confidentiality obligation with respect to information that: (i) becomes generally available to the public other than as a result of disclosure by Consultant or its agents or employees; (ii) was available to Consultant on a nonconfidential basis prior to its disclosure by Authority; and (iii) becomes available to Consultant from a third party who is not, to the knowledge of Consultant, bound to retain such information in confidence.

Ownership of Work Product and Documents. All printed materials and electronic documents produced as a result of the Services performed under this Agreement shall be the sole property of Authority after payment to Consultant and may not be used, sold or disposed of in any manner without prior written consent of Authority's representative. All documents applicable to the work identified in the Scope of Work shall be delivered and turned over to Authority as and when such work is completed; provided, however, that under no circumstances shall any printed or electronic material, or other documents produced as a result of the Services performed under this Agreement be retained by Consultant from and after the date Consultant has been paid in full all monies due Consultant hereunder. Notwithstanding the foregoing, Consultant may retain a copy of all printed material, electronic or other documents prepared under this Agreement.

<u>Changes in Services</u>. The Authority shall have the right to order non-material additions, deletions or changes in the Services at any time, so long as such changes are within the Scope of Work covered by this Agreement. Requests for material changes in the Services may be made by Authority's representative orally or in writing; provided, however, that oral requests shall be confirmed by a written request within ten (10) days after the oral request. If Authority directs Consultant to proceed with the material change, Consultant shall be paid for the change as agreed to by the Parties.

Approval of Sub-Consultants. Consultant shall not employ any sub-Consultant without the prior written approval of Authority's representative nor shall Consultant assign any rights or obligations under this Agreement in whole or in part without the Authority's prior written approval which may be withheld for any reason. Consultant shall be responsible for the coordination, accuracy and completeness of all Services in accordance with generally accepted principles and practices of Consultant's profession, regardless of whether the Services are performed by Consultant or one or more sub-Consultants. Consultant shall endeavor to bind any of its approved sub-Consultants, if any, to the terms of this Agreement. In the event that any sub-Consultant is unwilling or unable to comply with any term or provision of this Agreement, Consultant will inform

Authority of the specific term or provision at issue. Authority may accept the lack of compliance to the terms of this Agreement on the part of the sub-Consultant, or may request that a different sub-Consultant be retained. This Agreement may be terminated by Authority if subcontracted or assigned, either in whole or in part, by Consultant without the express written consent of Authority's representative.

<u>Independent Consultant</u>. In the performance of the Services, Consultant shall be, for all purposes, an independent Consultant and not an employee or agent of Authority. Consultant and its employees and sub-Consultants shall in no way represent themselves to third parties as agents or employees of Authority.

No Unemployment Insurance or Workers' Compensation Benefits. Consultant agrees that it is not entitled to unemployment insurance or workers' compensation benefits as a result of performance of the Services for Authority. Consultant is required to provide workers' compensation and unemployment insurance benefits for its employees and/or sub-Consultants as required by law.

<u>Payment of Taxes</u>. Consultant is solely liable for any federal, state and local income and withholding taxes, unemployment taxes, FICA taxes and workers' compensation payments and premiums applicable to the performance of the Services under this Agreement. Consultant shall indemnify Authority for any liability resulting from nonpayment of such taxes and sums.

<u>Insurance.</u> Neither Consultant nor any sub-Consultant, agent or employee thereof, shall continue work on any Services until the following minimum insurance coverages have been obtained:

Workers' Compensation Insurance. Consultant and each sub-Consultant, if any, shall carry workers' compensation insurance to cover liability under the laws of the State of Colorado in connection with the Services performed pursuant to this Agreement. Consultant and each sub-Consultant shall carry separate policies.

<u>Commercial General Liability Insurance.</u> Consultant and each sub-Consultant, if any, shall carry commercial general liability insurance, which shall include blanket contractual liability coverage. Such insurance shall be in an amount \$2,000,000 per occurrence for bodily injury and property damage.

Automobile Liability Insurance. Consultant and each sub-Consultant, if any, shall carry automobile liability insurance to include owned, non-owned and hired vehicles used in the performance of Services under this Agreement. Such insurance shall be in the amounts \$2,000,000 per occurrence for bodily injury and property damage.

Consultant shall comply with all applicable laws, rules and regulations, including but not limited to all federal, state and local laws. By way of explanation and not limitation, Consultant certifies that Consultant shall comply with the provisions of § 8-17.5-101, et seq., C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform Services under this Agreement, or enter into a contract with a sub-Consultant

that knowingly employs or contracts with an illegal alien. Consultant represents, warrants and agrees that: (i) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform Service under this Agreement through participation in either the E-Verify Program or the Department Program described in § 8-17.5-101, C.R.S. Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If Consultant obtains actual knowledge that a sub-Consultant performing Services under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall: (i) notify the sub-Consultant and Authority within three (3) days that Consultant has actual knowledge that the sub-Consultant is employing or contracting with an illegal alien; (ii) terminate the subcontract with the sub-Consultant if within three (3) days of receiving such notice, the sub-Consultant does not stop employing or contracting with the illegal alien, unless the sub-Consultant provides information to establish that the sub-Consultant has not knowingly employing or contracting with an illegal alien. Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the Authority may terminate this Agreement for breach, and Consultant shall be liable for actual damages to Authority. If Consultant participates in the Department Program, Consultant shall provide the affirmation required under § 8-17.5-102(5)(e)(III), C.R.S. to the Authority.

<u>Communications</u>. It is understood by Authority and Consultant that successful progress under this Agreement requires frequent, concise and documented communication between the Party's representatives. Authority hereby designates \_\_\_\_\_, as Authority's representative, who may give information to and receive information from Consultant. Authority may change its designated representative or add additional representatives from time to time.

Consultant hereby designates \_\_\_\_\_\_, as Consultant's representatives who may give information to and receive information from Authority, and may separately bind Consultant. Consultant may change its designated representative only with the prior written approval of Authority. Each designated representative shall have full authority to not only accept and receive information but also to accept notices, give approvals and to fully represent its respective Party for all purposes under this Agreement.

<u>Liability</u>. Consultant agrees to provide a defense and pay any damages and costs for any liability or claim of whatsoever kind or nature arising in any way out of this Agreement, to the extent caused by any negligent or wrongful act or omission of Consultant, or Consultant's officers, agents or employees, or any of Consultant's sub-Consultants, or their officers, agents or employees. This paragraph shall survive termination of this Agreement.

Acceptance Not a Waiver. The Authority's approval of studies, drawings, designs, plans, specifications, reports, computer programs and other work or material shall not in any way relieve Consultant of responsibility for the technical accuracy of the Services. The Authority's approval or acceptance of, or payment for, any Services shall

not be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement.

<u>Termination or Suspension.</u> The Authority reserves the exclusive right to terminate or suspend all or a portion of the Services under this Agreement by giving fourteen (14) days written notice to Consultant. If any portion of the Services shall be terminated or suspended, the Authority shall pay Consultant equitably for all services properly performed pursuant to this Agreement. If the work is suspended and Consultant is not given an order to resume work within sixty (60) days from the effective date of the suspension, this Agreement will be considered terminated. Upon termination, Consultant shall immediately deliver to the Board any documents then in existence, that have been prepared by Consultant pursuant to this Agreement.

<u>**Default.**</u> Each and every term and condition of this Agreement shall be deemed to be a material element of this Agreement. In the event either Party shall fail or refuse to perform according to the material terms of this Agreement, such Party may be declared in default by the other Party by a written notice.

Remedies. In the event a Party has been declared in default, such defaulting Party shall be allowed a period of fifteen (15) days within which to correct, or commence correcting the default. In the event that the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate this Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or in equity. In the event Consultant fails or neglects to perform the Services in accordance with this Agreement, the Authority may elect to correct such deficiencies and charge Consultant for the full cost of the corrections.

<u>Term.</u> Unless sooner terminated in accordance with the provisions above, this Agreement shall remain in effect until the Services are fully performed, at which time the Agreement shall terminate and be of no further force and effect, except as to those provisions which expressly survive termination.

<u>Force Majeure.</u> The Parties shall not be responsible for any failure or delay in the performance of any obligations under this Agreement caused by acts of God, flood, fire, war or public enemy or the failure of Authority to furnish timely information or to approve or disapprove Consultant's instruments of service within a reasonable period of time.

Assignment. Subject to the provisions of approval of sub-Consultants above, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. This Agreement is intended to benefit only the Parties and neither sub-Consultants nor suppliers of Consultant nor any other person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

<u>Governing Law</u>. This Agreement shall be governed by and construed under the laws of the State of Colorado.

<u>Notice</u>. All notices required or given under this Agreement shall be in writing, and shall be deemed effective: (a) when delivered personally to the other Party; or (b) seven (7) days after being deposited in the United States mail, first-class postage

prepaid, properly addressed as follows; or (c) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission.

If to Consultant:

Name, Title Consultant Company Name. Street Address City, Colorado Zip

With a copy	to:		

If to Authority:

Dave Lindsay, Secretary St. Vrain Water Authority PO Box 70 Firestone, Colorado 80520

And a copy to:

Timothy J. Flynn Collin Cole Flynn Winn Ulmer, PC 165 South Union Boulevard, Suite 785 Lakewood, Colorado 80228

Or such other persons or addresses as the Parties may designate in writing.

Governmental Immunity. The Parties understand and agree that the Authority is relying upon, and has not waived, the monetary limitations of \$387,000 per person, \$1,093,000 per occurrence, and all other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 *et seq.*, C.R.S., as it may be amended from time to time.

Entire Agreement. This Agreement constitutes the entire agreement between the Authority and Consultant and replaces all prior written or oral agreements and understandings. It may be altered, amended or repealed only by a duly executed written instrument.

**Effective Date.** This Agreement shall be effective as of the date and year set forth above.

	ST. VI	ORITY: RAIN WATER AUTHORITY, a political ision of the State of Colorado
	By:	
		Julie Svaldi, President
This Agreement is accepted by:	CONS	ULTANT:, a corporation
	By: Name:	
	Title:	
	Date:	

By execution, signer certifies that he/she is authorized to accept and bind Consultant to the terms of this Agreement.

## EXHIBIT A SCOPE OF WORK

## EXHIBIT B CONTRACTOR'S RATE SCHEDULE

# Agenda Item 4(d) RFP for Financial Audit Services



#### ST. VRAIN WATER AUTHORITY

#### **REQUEST FOR PROPOSALS**

For Financial Audit Services

6211 Zinnia Avenue, Firestone, CO 80504 (water plant physical address) PO Box 70, Firestone, CO 80520 (Authority mailing address)

The St. Vrain Water Authority ("Authority") is soliciting written proposals for Financial Audit Services from invited qualified firms. The Authority is conducting a Qualifications Based Selection process to retain a contract financial auditing firm ("Consultant") to perform annual statutory audits of Authority financials.

The St. Vrain Water Authority was formed by the Town of Firestone ("Firestone") and the Little Thompson Water District ("LTWD") in 2019, and are the Members of the Authority. The Board of Directors of the Authority are appointed by Firestone and LTWD.

Electronic proposals responsive to this RFP must be submitted by providing the information requested in this RFP by **10:00 am MST on Wednesday XXXXXX ##**, **2023**, to:

St. Vrain Water Authority
Attention: Dave Lindsay, Secretary
David.lindsay@stvrainwaterauthority.com

Only electronic proposals in PDF format will be accepted. Files sizes larger than 20MB can be provided using a transfer link such as Drop Box.

During the Consultant selection process, all communication, correspondence, questions or requests for clarification shall be directed to the Authority's Representative:

Dave Lindsay, PE
Secretary of the Board of Directors
970.278.0029 ext. 108
David.lindsay@stvrainwaterauthority.com

General questions may be communicated by phone however specific requests for clarifications must be e-mailed. Failure to comply with this requirement may result in disqualification of your firm. No questions will be accepted after 5:00 PM Tuesday XXXXX ##, 2023.

A mandatory pre-proposal meeting will be held via Zoom at 9:00 am XXXXX ##, 2023. The

Authority Representatives will review some of the critical items in the RFP and will be available to answer questions.

This request for proposal is a solicitation and not an offer to contract. The Authority reserves the right to accept or reject any or all proposals. The Authority further reserves the right to issue clarifications and other directives concerning this request for proposals; 1) to require clarification or further information with respect to any proposal, and 2) to determine the final terms of any contract for services. All costs incurred by proposer for proposal preparation, interviews and contract negotiations are the responsibility of the proposer.

#### **BACKGROUND INFORMATION**

The Town of Firestone and the Little Thompson Water District formed the St. Vrain Water Authority and are the founding Members and are the only planned customers of the Authority. The purpose of the Authority is to own and operate the St Vrain Water Treatment Plant for the benefit of the Members. The authority owns no water rights nor a distribution system, only the treatment facilities. The water treatment plant is being designed and constructed by the Town of Firestone and after its completion, ownership will be transferred to the St Vrain Water Authority. The Authority is an independent government entity authorized under the statutes of the State of Colorado and is recognized by the State of Colorado. The authority currently contracts for legal services, plant operations services, and IT services. In 2023 the Authority will also add contract services for administrative management services and engineering services. The Authority has no employees and has no debt. Revenue to date has all been from contributions made by the two Members. In 2023, the St Vrain Water Treatment Plant will be completed, and the Authority will start selling water to the Town of Firestone.

Accounting services for the Authority are currently provided by the Town of Firestone. The Authority's financials were previously included in the financial audits of the Town of Firestone as a component unit.

#### SCHEDULE FOR SELECTION

XXXXX ##, 2023	RFP is issued
XXXXX ##, 2023	Mandatory pre-proposal meeting (9:00 AM via Zoom)
XXXXX ##, 2023	Deadline for submitting questions (5:00 PM)
XXXXX ##, 2023	Formal response to questions (5:00 PM)
XXXXX ##, 2023	Proposals are submitted (by 10:00 AM, email only)
Week of XXXXX ##	Shortlisted firms to be interviewed
XXXXX ##, 2023	Board of Directors may award contract to successful firm

#### **MATERIALS PROVIDED BY THE AUTHORITY**

- 1. Water Authority Documents:
  - a. Formation IGA
  - b. Member Agreements
  - c. 2023 Adopted Budget
  - d. 2023 Budget Worksheet
  - e. 2020 Firestone CAFR
  - f. 2021 Firestone CAFR

#### **SCOPE OF SERVICES**

Attachment A presents the Scope of Services to be provided by the Consultant and is intended to establish the level of service for the proposed contract. The Consultant is providing labor and expertise for the review of Authority financials, preparation of the statutory annual audit, and

consultation with the Authority regarding corrections or improvements to Authority record keeping and financial practices.

#### **CONTRACT AND COMPENSATION**

The proposal shall include the form of engagement letter requested to be used by the Consultant. The Authority will provide any comments or questions to that as part of the proposal review and interview process.

#### PROPOSAL SUBMITTAL REQUIREMENTS

The Consultant services proposals shall strictly adhere to the following format:

- Cover with the firm name/logo and the project title.
- Introduction Letter.
- Table of Contents.
- Narrative describing the history and relevant project experience of the firm/team.
- Narrative of the primary project team members, their role on the team, and their experience (include resumes). List any professional affiliations, licensures, and certifications that are pertinent to the work. Be sure to include major sub-contractors and their personnel.
- Narrative that clearly describes the firm/teams project approach. Identify key components of the services to be provided and any potential challenges.
- Prepare a detailed estimate of the annual cost of the work to be performed. Present hours and costs for major tasks and then a total service cost.
- Present a detailed service task list that can be compared to the estimated cost of the work. Both general and detailed tasks should be included to demonstrate your planned organization and management of the various components of the service to be provided.
- Provide a copy of the form of engagement letter.
- Provide a list of at least 3 references, with current contact information, that we may contact.
- Provide any additional relevant information not specifically called for in the previous sections.

The length of the proposal is not limited, however concise information is appreciated. Include any additional information you feel is pertinent at the end of the proposal. The use of pictures or other graphics in the proposal to demonstrate examples of your services is encouraged.

1 PDF copy of the proposal shall be submitted via email for initial review. The firms selected for interviews will be expected to be available for one hour. The format will accommodate a presentation of no more than 30 minutes with the remaining time being dedicated to questions and answers. Interviews may be in person at a location to be designated in the Town of

Firestone.

Only complete submittals will be considered.

#### **EVALUATION CRITERIA**

The Consultant services proposals will be screened by the Authority's review team using a qualifications based selection criteria and format. A short list of candidates will be selected for interviews. Evaluation criteria for proposals shall generally include the following factors:

- strength of qualifications of the individuals assigned to the Authority (25%)
- strength of recent, relevant service experience (25%)
- strength of unique qualifications of the firm (10%)
- service approach, management strategy, and organization of tasks (20%)
- strength of references from current and past clients (10%)
- cost of services to be provided (10%)

The Authority is not obligated to accept the lowest cost proposal, is not obligated to accept any proposal, and will make its determination based on the best interests of the Authority. The Authority retains the right to abandon or terminate the RFP process at its discretion at any time.

#### **ATTACHMENT A**

The scope of services provided here is for response to this RFP and is for comparative purposes. A final Scope of Services will be negotiated with the selected Consultant. The Scope of Services is anticipated to include, but not be limited to the following:

#### **GENERAL TASKS**

- Audit the financial statements of the Consultant's governmental and business-type
  activities in accordance with auditing standards generally accepted in the United States
  of America and the standards applicable to financial audits contained in Government
  Auditing Standards and express an opinion as to the compliance of these statements
  with generally accepted accounting principles.
- 2. Review, suggest edits, and print the financial statements, notes, and all required supplementary schedules.
- 3. The Consultant shall be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- 4. The Consultant shall work directly with the Authority Treasurer or the Treasurers designee.

#### **AUDITING STANDARDS**

- 1. To meet the requirements of this request for proposals the audit shall be performed in accordance with generally accepted audits in the U.S.
- 2. It is contemplated that the auditing firm will express an unqualified opinion on the financial statements. If during the performance of the audit, it appears probable that an unqualified opinion cannot be issued, the auditing firm will promptly notify the Business Manager, in writing, stating all matters which preclude the issuance of an unqualified opinion. Additionally, the Consultant shall directly contact the Treasurer or the Treasurers designee should any concerns arise during the audit process which would warrant such contact.
- 3. Non-reportable conditions discovered by the Consultants shall be reported in a separate letter to the Authority, which shall be referred to in the reports on internal controls. Any changes noted by the Consultants that would improve the efficiency of the Consultant's operations shall be included in a letter to the Authority.
- 4. The Consultants shall be required to make an immediate, written report on all irregularities and illegal acts or indications of illegal acts to the Authority.

#### REPORTING REQUIREMENTS

 A report of examination of the financial statements stating the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards (or any other appropriate standards, rules, or regulations). This report must include an opinion as to whether the statements conform to generally accepted accounting principles. A signed copy of the opinion plus a signed electronic copy will be required by the Consultant. (Additional bound copies of the complete report may be required.)

- 2. A letter to the Authority containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the Consultants and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters. A signed copy of this letter, plus a signed electronic copy will be required by the Consultant.
- 3. The firm is requested to make a formal in person presentation on the audit by the principal in charge of the audit (or other audit staff as approved by the Treasurer) to the Authority Board of Directors during a regularly scheduled meeting.

#### **DOCUMENT RETENTION AND ACCESS**

1. All working papers and reports must be retained at the Consultant's expense for a minimum of five (5) years, unless the Consultant is notified in writing by the Authority of the need to extend the retention period. The Consultant shall be required to make working papers available upon request to the Consultant as part of an audit quality review process. In addition, the Consultant shall respond to reasonable inquiries of successor Consultants and allow successor Consultants to review working papers relating to matters on continuing accounting significance.

#### **AUTHORITY ASSISTANCE TO BE PROVIDED TO THE CONSULTANT**

- The Treasurer or the Treasurers designee will be available during the audit to assist the Consultant by providing information, documentation, explanations and agreed upon schedules. The Consultant will provide a list of confirmations and will provide an example format from which the Consultant will prepare the letters.
- The Treasurer will coordinate the audit process and will be available to explain the Authority's various systems. Systems documentation will be the responsibility of the Consultant.
- 3. The Authority has no internal audit staff.
- 4. The Authority will prepare working trial balances, an accounts payable list, bank reconciliations, investment reconciliations, debt worksheets, capital asset records, and reconciliations of other assets and liability accounts. Any additional schedules that the Consultant would like the Authority to provide should be identified in the Consultants proposal.
- 5. The Authority anticipates that substantially all schedules will be completed by the start of the year-end fieldwork, as appropriate.
- 6. The Authority will prepare the Management's Discussion and Analysis, Financial Statement and Notes, and Supplementary Budget to Actual Statements. The Authority will provide these no later than 30 days from the close of fieldwork.
- 7. The Authority will provide all reasonable assistance to the selected firm and will respond promptly to requests for information, provide all necessary books and records, and provide the physical facilities needed for the audit engagement.

8. If the Consultant chooses to conduct onsite fieldwork, the Authority will provide the Consultant with reasonable workspace. The Consultant will also be provided access to telephones, photocopying, and internet.

#### **AUDIT CALENDAR**

- 1. Fieldwork may be performed as agreed upon by Consultant and Authority.
- 2. All audit adjustments must be communicated to the Authority by the end of fieldwork.
- 3. Copies of working papers which support proposed adjustments to the Authority books shall be provided to the Authority at the end of fieldwork.
- 4. Draft of the Management Letter is due to the Treasurer no later than 30 days from the end of fieldwork.
- 5. The Consultant's presentation of the audit report to Authority Board of Directors will be in person during a regularly scheduled meeting. Acceptance of the audit by the Board of Directors will be considered after the Consultant's presentation.

Agenda Item 4(e)

**Insurance 1 – Workers Compensation** 



## Workers' Compensation Coverage Proposal

**District:** St. Vrain Water Authority

Colorado Civil Group, Inc 2204 Hoffman Drive Loveland, CO 80538

Broker:	NO BROKER
Broker:	NO BROKER

Propo	sal No.	Entity ID	Effective Date			<b>Expiration Date</b>		Invoi	Invoice Date	
43	940	270	4/1/2023		EOD 12/31/2023		2/8/2023			
Class Code		Description		o. of oloyees	No. of Volunteers	202	23 Rate	2023 Estimated Employee	2023 Estimated Volunteer	Estimated Manual
			FT	PT	volunteers			Payroll	Payroll	Contribution
8811	Board N	Member Coverage	0	0	5	(	0.75	\$0.00	\$6,000.00	\$45.00

Manual Contribution: \$45.00 **Experience Modification:** 1.00 Modified Contribution: \$45.00 \$450.00 Minimum Contribution: Contribution Volume Credit: \$0.00 **Designated Provider Discount:** \$0.00 Cost Containment Credit: 1.00 × Manual Adjustment: × Multi-Program Discount: 0.99 **Direct Discount:** \$5.00 **Estimated Annual Contribution:** \$445.00 Pro Rata Factor: × 0.75 **Total Estimated Contribution:** \$334.00

Total Amount Due: \$334.00

#### Estimated payroll is subject to yearend audit.

This proposal itself does not bind coverage. The district must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, Inc.

PO Box 1539

Portland, OR 97207-1539

We accept online payments at <u>E-Bill Express</u>

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



#### **Payment Instructions**

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

- Online using E-Bill Express (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click <u>here</u> or go to csdpool.org/documents. You can also find an FAQ <u>here</u> or go to the E-Bill Express logon screen.
- 2. Mail your check to:

Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, Inc. PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, Inc. 1800 SW 1<sup>st</sup> Ave, Suite 400 Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

# Insurance 2 – Property Liability \$1K Deductible



### Property / Liability Coverage Proposal Invoice

Named Member:

**Broker of Record:** 

St. Vrain Water Authority P.O. Box 70

NO BROKER

Firestone, CO 80520

Proposal No.	Entity ID	Effective Date	Expiration Date	Invoice Date
43941	270	4/1/2023	EOD 12/31/2023	2/8/2023

verage		Contribution
Crime		\$ 601.00
Equipment Breakdown		\$7,812.00
Excess		\$ 534.00
General Liability		\$1,896.00
Hired Auto Physical Damage		\$ 49.00
No-Fault Water Intrusion & Sewer Backup		\$ 307.00
Non-Owned Auto Liability		\$ 99.00
Pollution		\$ 75.00
Property		\$28,841.00
Public Officials Liability		\$ 367.00
Total Estimated Contribution		\$40,581
Estimated Annualized Contribution (for budgeting purposes only)	\$53,862	

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

8% Multi Program Discount for WC Program Participation

This proposal itself does not bind coverage. Payment evidences "acceptance" of this coverage. The district must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement (IGA). The terms of the IGA require timely payment to prevent automatic cancellation of coverage. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, Inc.

PO Box 1539

Portland, OR 97207-1539

We accept online payments at **E-Bill Express** 

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



#### **2023 Excess Liability Options Proposal**

#### **This Proposal Does Not Bind Coverage**

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: St. Vrain Water Authority

**Certificate Number:** 43941

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$368	-\$166
\$2,000,000*	\$570	\$36
\$3,000,000	\$810	\$276
\$4,000,000	\$1,020	\$486
\$5,000,000	\$1,250	\$716
\$6,000,000	\$1,500	\$966
\$7,000,000	\$1,750	\$1,216
\$8,000,000	\$2,000	\$1,466

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 2/8/2023



#### **Public Entity Liability and Auto Physical Damage Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member: St. Vrain Water Authority P.O. Box 70 Firestone, CO 80520 Broker of Record: NO BROKER

This proposal is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	None	\$1,896
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$367
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$307
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$534
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$99
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$49
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$3,252

Additional Endorsements applicable to Member:

Countersigned by:

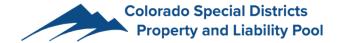
Authorized Representative

<sup>\*</sup>Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \*\$100,000 each occurrence.

<sup>\*\*</sup>A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

<sup>\*\*</sup>A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

<sup>\*\*\*</sup>No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.



#### **Property Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool Property 01 01 23

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

#### **Limit of Coverage per Occurrence:**

\$20,576,135 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule. \$80,546 Inland Marine Scheduled items.

- \$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule. Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage

Document.

**Deductibles:** \$1,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to

a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a

\$5,000 minimum and \$50,000 maximum.

Contribution: \$28,841

#### Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement

Countersigned by:

Authorized Representative



### PROPERTY ENDORSEMENT THIS PROPOSAL DOES NOT BIND COVERAGE

Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

## PROPERTY COVERAGE DOCUMENT WIND AND HAIL DEDUCTIBLE PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE**:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



### PROPERTY ENDORSEMENT THIS PROPOSAL DOES NOT BIND COVERAGE

Named Member:	Property Form No:	
St. Vrain Water Authority	CSD Pool Property 01 01 23	
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023	
Issued By:		
Colorado Special Districts Property and Liability Pool		

This endorsement modifies the coverage provided under the following:

## PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

**V.** Against **Cosmetic Damage** to **Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



#### **Equipment Breakdown Proposal**

Master Coverage Document Number: CSD Pool EB 01 01 21

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

#### **Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

#### **Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$19,311,795 Scheduled Property

#### **Sub Limits**:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$7,812

buntersigned by:



#### **Crime Proposal**

Master Coverage Document Number: J05931794 Insurer: Federal Insurance Company (Chubb)

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

**Covered Designated Agent(s):** 

#### **Coverages and Limits:**

Employee Theft: \$250,000

Limit is maximum for each loss

• Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.

Includes funds from a sponsored benefit plan.

Public Official Faithful Performance of Duty:	\$250,000
Client Theft:	\$250,000
Forgery or Alteration:	\$250,000
On Premises:	\$250,000
In Transit:	\$250,000
Computer System Fraud:	\$250,000
Funds Transfer Fraud:	\$250,000
Debit, Credit or Charge Card Fraud:	\$250,000
Money Orders and Counterfeit Paper Currency Fraud:	\$250,000
Social Engineering Fraud:	\$250,000

<u>Deductible(s)</u>:

All Crime except Social Engineer Fraud: \$1,000

Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$601

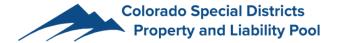
**Policy Forms:** 

PF-52815 (04/20) The Chubb Primary<sup>™</sup> Commercial Crime Insurance

PF-52853 (04/20) Governmental Entity (Colorado Special Districts Pool) Endorsement

PF-53127 (04/20) Colorado Amendatory Endorsement PF-52851 (04/20) Add Corporate Credit Card Coverage

Countersigned by



#### **Identity Recovery Proposal**

Master Coverage Policy Number: Insurer:

CSD Pool IDR Form 01 01 21 The Hartford Steam Boiler Inspection

and Insurance Company

**Proposal Number**: 43941 **Coverage Period**: 4/1/2023 to EOD 12/31/2023

Named Member: Broker of Record:
St. Vrain Water Authority NO BROKER
P.O. Box 70

Firestone, CO 80520

#### Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

#### Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:** 

\$5,000 Lost Wages and Child/Elder Care
\$1,000 Mental Health Counseling
\$1,000 Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

Countersigned by:



#### **Environmental Legal Liability Proposal**

Master Policy Number: ER00A9V23 Insurer: Aspen Specialty Insurance Company
Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70 Firestone, CO 80520

#### **Claims-Made Coverage:**

- First Party Protection: For coverages 1.a − 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. Emergency Response: Covers emergency response cost resulting from a
  - c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
  - e. Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. Non-owned Site: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate \$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

**Retroactive Date**: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

#### **Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

#### **Policy Forms:**

,	
ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

#### **Additional Endorsements Applicable to Named Member:**

Just a Wagne

Countersigned by:



#### **Terrorism, Sabotage and Malicious Attack Proposal**

**Master Coverage Policy Number:** 

Insurer:

TER P 004 CW (06/11) physical loss or damage 33HIS00151 Terrorism Combined Liability TER P0027CW (05/17) Malicious Attack

43941

10/17 Malicious Attack combined liability

Lloyds, Hiscox Syndicate 33

Proposal Number:

**Coverage Period**:

4/1/2023 to EOD 12/31/2023

Named Member:

Broker of Record:

St. Vrain Water Authority

NO BROKER

P.O. Box 70

Firestone, CO 80520

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
Malicious Attack Sub-limits applicable:			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

Countersigned by:



## General Liability Schedule Water District

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023 - EOD 12/31/2023

<u>Named Member</u>: St. Vrain Water Authority <u>Broker</u>:

Code	Description	Unit	Amount	Effective Date	Expiration Date
36	36-Pipe Line - Water	Miles	1.00	4/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	547,199.00	4/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	366,923.00	4/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	1.00	4/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	4/1/2023	12/31/2023
420	420-Vacant Land	Acres	3.00	4/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	4/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	269,720.00	4/1/2023	12/31/2023

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

<u>Broker</u>: NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Add	ress / Descripti	on	Construction Class	Prot. Class	Valu	ation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
	_										
Location / Premise# 001-001	Unique#	PROP- 00116117	Noncombustible	2	Replace	ement	Buildings:	\$10,615,000.00	\$23,185		
Water Treatment Plant (Includes Offices, Control Room, Lab, Restrooms, Process Floor)	Year Built:	2023	Term:	4/1/202	4/1/2023 to 12/31/2023		Contents:	\$3,385,000.00			
6011 Zinnia Avanua	Sa Footi	10507	Country	Weld	Dod	£1,000,00	EDP:	\$783,000.00			
6211 Zinnia Avenue	Sq. Feet:	19587	County:	vveid	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$781,000.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	iake Applies:	Excess Flood Appl	lies: No			Otherwise Classified:	\$2,167,000.00			
Location / Premise# 002-001	Unique#	PROP- 00116118	Noncombustible	2	Replace	ement	Buildings:	\$75,000.00	\$122		
Warehouse for Limestone	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			
							EDP:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:	1295	County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood Appl	lies: No			Otherwise Classified:	\$ 0.00			
	•				•						
Location / Premise# 003-001	Unique#	PROP- 00116119	Noncombustible	2	Replace	ement	Buildings:	\$728,315.00	\$4,603		
Pump Station Building	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$1,483,480.00		•	•
6211 Zinnia Avenue	Sq. Feet:	1008	County:	Weld	Ded:	\$1,000.00	EDP:	\$75,000.00			



Proposal Number: 43941 **Coverage Period:** 4/1/2023-EOD 12/31/2023

Named Member:

St. Vrain Water Authority

Broker: NO BROKER

Per Occurrence Deductible: \$1,000.00

Locat	ion/Premise Addı	ress / Descript	ion	Construction Class	Prot. Class	Valu	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
								Business Inc:	\$ 0.00			
Firestone, CC	O 80504	# Stories	1.00	Flood Zone:	Zone AE			UG Pipes:	\$225,340.00			
NOC Equipn Breakdown		Excess Qu No	iake Applies:	Excess Flood App	•			Otherwise Classified:	\$ 0.00			
			T = = = =									
Location / Premise#	001-002	Unique#	PROP- 00116120	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 60		
Gravel Roads	s	Year Built:		Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			
	_			_				EDP:	\$ 0.00			
6211 Zinnia <i>I</i>	Avenue	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CC	O 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipn Breakdown		Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$22,000.00			
Location / Premise#	001-003	Unique#	PROP- 00116121	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$354		
Asphalt Acce	ss/Parking Lot	Year Built:		Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			·
								EDP:	\$ 0.00			
6211 Zinnia A	Avenue	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO	O 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipm	nent Applies: No	Excess Qu	iake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$131,000.00			



<u>Proposal Number</u>: 43941 <u>Coverage Period:</u> 4/1/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.

**Broker:** 

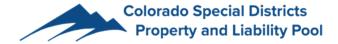
NO BROKER

Location / Premise#	Unique#	PROP- 00116122	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$284	
Perimeter Fence/Gates	Year Built:		Term:	4/1/2023	3 to 12/31	/2023	Contents:	\$ 0.00		
All Locations	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00		
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Qu No	uake Applies:	Excess Flood Applie			Otherwise Classified:	\$105,000.00			

Totals:	Buildings:	\$11,418,315.00	\$28,608.00	\$0.00	\$0.00
	Contents:	\$4,868,480.00			
	EDP:	\$858,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$1,006,340.00			
	Otherwise Classified:	\$2,425,000.00			

Minimum Property Contribution:

\$425



**Inland Marine Schedule** 

Coverage Period: 4/1/2023-EOD 12/31/2023

<u>Proposal Number</u>: 43941 <u>Broker</u>:

Named Member:

St. Vrain Water Authority NO BROKER

Per Occurrence Deductible: \$1,000.00

Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Inland Mar. Contribution
	Tools & Equipment (per schedule on file)			\$1,000.00	4/1/2023	12/31/2023	\$80,546.00	\$231

Minimum Combined Property and Inland Marine Contribution:	\$425	Totals:	\$80,546.00	\$231.00
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## Insurance 3 – Property Liability (Wind-Hail Buyback) \$1K Deductible



## Property / Liability Coverage Proposal Invoice

Named Member:

**Broker of Record:** 

St. Vrain Water Authority P.O. Box 70

NO BROKER

Firestone, CO 80520

Proposa	l No.	Entity ID	Effective Date	Expiration Date	Invoice Date
4394	1	270	4/1/2023	EOD 12/31/2023	3/8/2023

verage	Contribution
Crime	\$ 601.00
Equipment Breakdown	\$7,812.00
Excess	\$ 534.00
General Liability	\$1,896.00
Hired Auto Physical Damage	\$ 49.00
No-Fault Water Intrusion & Sewer Backup	\$ 307.00
Non-Owned Auto Liability	\$ 99.00
Pollution	\$ 75.00
Property	\$35,032.00
Public Officials Liability	\$ 367.00
Total Estimated Contribution	\$46,772
Estimated Annualized Contribution (for budgeting purposes only) \$60,054	

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

8% Multi Program Discount for WC Program Participation

This proposal itself does not bind coverage. Payment evidences "acceptance" of this coverage. The district must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement (IGA). The terms of the IGA require timely payment to prevent automatic cancellation of coverage. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, Inc.

PO Box 1539

Portland, OR 97207-1539

We accept online payments at **E-Bill Express** 

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



#### **2023 Excess Liability Options Proposal**

#### **This Proposal Does Not Bind Coverage**

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: St. Vrain Water Authority

**Certificate Number:** 43941

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$368	-\$166
\$2,000,000*	\$570	\$36
\$3,000,000	\$810	\$276
\$4,000,000	\$1,020	\$486
\$5,000,000	\$1,250	\$716
\$6,000,000	\$1,500	\$966
\$7,000,000	\$1,750	\$1,216
\$8,000,000	\$2,000	\$1,466

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 3/8/2023



#### **Public Entity Liability and Auto Physical Damage Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member: St. Vrain Water Authority P.O. Box 70 Firestone, CO 80520 Broker of Record: NO BROKER

This proposal is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None None		\$1,896
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$367
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$307
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$534
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$99
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$49
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$3,252

Additional Endorsements applicable to Member:

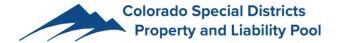
Countersigned by:

<sup>\*</sup>Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \*\$100,000 each occurrence.

<sup>\*\*</sup>A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

<sup>\*\*</sup>A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

<sup>\*\*\*</sup>No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.



#### **Property Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool Property 01 01 23

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

#### **Limit of Coverage per Occurrence:**

\$20,576,135 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule. \$80,546 Inland Marine Scheduled items.

- \$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule. Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage

Document.

**Deductibles:** \$1,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to

a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a

\$5,000 minimum and \$50,000 maximum.

Contribution: \$35,032

#### Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement
Wind and Hail Deductible Buy-Back Endorsement

Countersigned by:



### PROPERTY ENDORSEMENT THIS PROPOSAL DOES NOT BIND COVERAGE

Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

## PROPERTY COVERAGE DOCUMENT WIND AND HAIL DEDUCTIBLE PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE**:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



### PROPERTY ENDORSEMENT THIS PROPOSAL DOES NOT BIND COVERAGE

Member District:	Endorsement:
St. Vrain Water Authority	CSD Pool Wind Hail Deductible Buyback 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By:	
Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

#### PROPERTY COVERAGE DOCUMENT

#### WIND AND HAIL DEDUCTIBLE BUYBACK ENDORSEMENT

#### **PLEASE READ IT CAREFULLY**

Section 2 **DEDUCTIBLE**, **E.** is deleted and replaced with the following:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

\$5,000 per Occurrence unless a higher deductible is scheduled at the damaged location.

For purposes of this endorsement, the additional contribution charge to reduce the wind and/or hail deductible amount will be determined as follows:

For locations that receive a surcharge for wind and/or hail damage on Property coverage, a 30% charge will apply to property contributions, excluding contributions for values scheduled as contents. For locations where the hail damage surcharge does not apply, a 10% charge will apply to property contributions, excluding contributions for values scheduled as contents.

By signing below, the **Member District** agrees to the terms of this endorsement.

Ву:		
	Member District's Duly Authorized Representative	Date
Print	t Name and Title:	

An original signed copy of this endorsement must be returned to: CSD Pool c/o McGriff Insurance Services, Inc. | P.O. Box 1539 | Portland, OR 97207-1539

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



### PROPERTY ENDORSEMENT THIS PROPOSAL DOES NOT BIND COVERAGE

Named Member:	Property Form No:
St. Vrain Water Authority	CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By:	
Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

## PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

**V.** Against **Cosmetic Damage** to **Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



#### **Equipment Breakdown Proposal**

Master Coverage Document Number: CSD Pool EB 01 01 21

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

#### **Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

#### **Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$19,311,795 Scheduled Property

#### **Sub Limits**:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$7,812

buntersigned by:



#### **Crime Proposal**

Master Coverage Document Number: J05931794 Insurer: Federal Insurance Company (Chubb)

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

**Covered Designated Agent(s):** 

#### **Coverages and Limits:**

Employee Theft: \$250,000

Limit is maximum for each loss

• Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.

Includes funds from a sponsored benefit plan.

Public Official Faithful Performance of Duty:	\$250,000
Client Theft:	\$250,000
Forgery or Alteration:	\$250,000
On Premises:	\$250,000
In Transit:	\$250,000
Computer System Fraud:	\$250,000
Funds Transfer Fraud:	\$250,000
Debit, Credit or Charge Card Fraud:	\$250,000
Money Orders and Counterfeit Paper Currency Fraud:	\$250,000
Social Engineering Fraud:	\$250,000

<u>Deductible(s)</u>:

All Crime except Social Engineer Fraud: \$1,000

Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$601

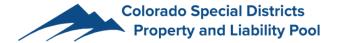
**Policy Forms:** 

PF-52815 (04/20) The Chubb Primary<sup>™</sup> Commercial Crime Insurance

PF-52853 (04/20) Governmental Entity (Colorado Special Districts Pool) Endorsement

PF-53127 (04/20) Colorado Amendatory Endorsement PF-52851 (04/20) Add Corporate Credit Card Coverage

Countersigned by



#### **Identity Recovery Proposal**

Master Coverage Policy Number: Insurer:

CSD Pool IDR Form 01 01 21 The Hartford Steam Boiler Inspection

and Insurance Company

**Proposal Number**: 43941 **Coverage Period**: 4/1/2023 to EOD 12/31/2023

Named Member: Broker of Record:
St. Vrain Water Authority NO BROKER
P.O. Box 70

Firestone, CO 80520

#### Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

#### Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:** 

\$5,000 Lost Wages and Child/Elder Care
\$1,000 Mental Health Counseling
\$1,000 Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

Countersigned by:



#### **Environmental Legal Liability Proposal**

Master Policy Number: ER00A9V23 Insurer: Aspen Specialty Insurance Company
Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70 Firestone, CO 80520

#### **Claims-Made Coverage:**

- First Party Protection: For coverages 1.a − 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. Emergency Response: Covers emergency response cost resulting from a
  - c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
  - e. Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. Non-owned Site: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate \$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

**Retroactive Date**: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

#### **Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

#### **Policy Forms:**

,	
ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

#### **Additional Endorsements Applicable to Named Member:**

Just a Wagne

Countersigned by:



#### **Terrorism, Sabotage and Malicious Attack Proposal**

**Master Coverage Policy Number:** 

Insurer:

TER P 004 CW (06/11) physical loss or damage 33HIS00151 Terrorism Combined Liability TER P0027CW (05/17) Malicious Attack

43941

10/17 Malicious Attack combined liability

Lloyds, Hiscox Syndicate 33

Proposal Number:

**Coverage Period**:

4/1/2023 to EOD 12/31/2023

Named Member:

Broker of Record:

St. Vrain Water Authority

NO BROKER

P.O. Box 70

Firestone, CO 80520

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
Malicious Attack Sub-limits applicable:			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

Countersigned by:



## General Liability Schedule Water District

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023 - EOD 12/31/2023

<u>Named Member</u>: St. Vrain Water Authority <u>Broker</u>:

Code	Description	Unit	Amount	Effective Date	Expiration Date
36	36-Pipe Line - Water	Miles	1.00	4/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	547,199.00	4/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	366,923.00	4/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	1.00	4/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	4/1/2023	12/31/2023
420	420-Vacant Land	Acres	3.00	4/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	4/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	269,720.00	4/1/2023	12/31/2023

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

<u>Broker</u>: NO BROKER

Per Occurrence Deductible: \$1,000.00

Location/Premise Add	ress / Descripti	ion	Construction Class	Prot. Class	Valu	ation	Valu	es	Property Contrib.	Quake Contrib.	Flood Contrib.
	_										
Location / Premise# 001-001	Unique#	PROP- 00116117	Noncombustible	2	Replace	ement	Buildings:	\$10,615,000.00	\$23,185		
Water Treatment Plant (Includes Offices, Control Room, Lab, Restrooms, Process Floor)	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$3,385,000.00			
6011 Zinnia Avanua	Sa Footi	10507	Country	Weld	Dod	£1,000,00	EDP:	\$783,000.00			
6211 Zinnia Avenue	Sq. Feet:	19587	County:	vveid	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$781,000.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	iake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$2,167,000.00			
Location / Premise# 002-001	Unique#	PROP- 00116118	Noncombustible	2	Replace	ement	Buildings:	\$75,000.00	\$122		
Warehouse for Limestone	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			
							EDP:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:	1295	County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$ 0.00			
	•										
Location / Premise# 003-001	Unique#	PROP- 00116119	Noncombustible	2	Replace	ement	Buildings:	\$728,315.00	\$4,603		
Pump Station Building	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$1,483,480.00		•	•
6211 Zinnia Avenue	Sq. Feet:	1008	County:	Weld	Ded:	\$1,000.00	EDP:	\$75,000.00			



Proposal Number: 43941 **Coverage Period:** 4/1/2023-EOD 12/31/2023

Named Member:

St. Vrain Water Authority

Broker: NO BROKER

Per Occurrence Deductible: \$1,000.00

Locat	ion/Premise Addı	ress / Descripti	ion	Construction Class	Prot. Class	Valu	uation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.
								Business Inc:	\$ 0.00			
Firestone, CC	O 80504	# Stories	1.00	Flood Zone:	Zone AE			UG Pipes:	\$225,340.00			
NOC Equipn Breakdown		Excess Qu No	uake Applies:	Excess Flood App	•			Otherwise Classified:	\$ 0.00			
			T = = = =									
Location / Premise#	001-002	Unique#	PROP- 00116120	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$ 60		
Gravel Roads	s	Year Built:		Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			-
								EDP:	\$ 0.00			
6211 Zinnia <i>I</i>	Avenue	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CO	O 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipn Breakdown		Excess Qu No	ıake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$22,000.00			
Location / Premise#	001-003	Unique#	PROP- 00116121	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$354		
Asphalt Acce	ess/Parking Lot	Year Built:		Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00			·
								EDP:	\$ 0.00			
6211 Zinnia A	Avenue	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	Business Inc:	\$ 0.00			
Firestone, CC	O 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipm	nent Applies: No	Excess Qu	ake Applies:	Excess Flood App	lies: No			Otherwise Classified:	\$131,000.00			



<u>Proposal Number</u>: 43941 <u>Coverage Period:</u> 4/1/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.

**Broker:** 

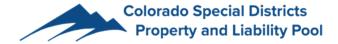
NO BROKER

Location / Premise#	Unique#	PROP- 00116122	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$284	
Perimeter Fence/Gates	Year Built:		Term:	4/1/2023	3 to 12/31	/2023	Contents:	\$ 0.00		
All Locations	Sq. Feet:		County:	Weld	Ded:	\$1,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00		
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Qu No	uake Applies:	Excess Flood Applie	s: No			Otherwise Classified:	\$105,000.00		

Totals:	Buildings:	\$11,418,315.00	\$28,608.00	\$0.00	\$0.00
	Contents:	\$4,868,480.00			
	EDP:	\$858,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$1,006,340.00			
	Otherwise Classified:	\$2,425,000.00			

Minimum Property Contribution:

\$425



**Inland Marine Schedule** 

Coverage Period: 4/1/2023-EOD 12/31/2023

<u>Proposal Number</u>: 43941 <u>Broker</u>:

Named Member:

St. Vrain Water Authority NO BROKER

Per Occurrence Deductible: \$1,000.00

Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Inland Mar. Contribution
	Tools & Equipment (per schedule on file)			\$1,000.00	4/1/2023	12/31/2023	\$80,546.00	\$231

Minimum Combined Property and Inland Marine Contribution:	\$425	Totals:	\$80,546.00	\$231.00
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# Insurance 4 – Property Liability \$5K Deductible



#### **Property / Liability Coverage Proposal Invoice**

Named Member:

**Broker of Record:** 

St. Vrain Water Authority P.O. Box 70

NO BROKER

Firestone, CO 80520

Proposal No.	Entity ID	Effective Date	Expiration Date	Invoice Date
43941	270	4/1/2023	EOD 12/31/2023	3/9/2023

overage	Contribution
Crime	\$ 601.00
Equipment Breakdown	\$6,952.00
Excess	\$ 429.00
General Liability	\$1,254.00
Hired Auto Physical Damage	\$ 49.00
No-Fault Water Intrusion & Sewer Backup	\$ 101.00
Non-Owned Auto Liability	\$ 99.00
Pollution	\$ 75.00
Property	\$27,412.00
Public Officials Liability	\$ 367.00
Total Estimated Contribution	\$37,339
Estimated Annualized Contribution (for budgeting purposes only) \$49,563	

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

10% Direct Discount

8% Multi Program Discount for WC Program Participation

This proposal itself does not bind coverage. Payment evidences "acceptance" of this coverage. The district must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement (IGA). The terms of the IGA require timely payment to prevent automatic cancellation of coverage. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, Inc.

PO Box 1539

Portland, OR 97207-1539

We accept online payments at **E-Bill Express** 

Refer to Payment Instructions page for additional options

billing@csdpool.org

800-318-8870 ext. 3



#### **2023 Excess Liability Options Proposal**

#### **This Proposal Does Not Bind Coverage**

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: St. Vrain Water Authority

**Certificate Number:** 43941

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$330	-\$99
\$2,000,000*	\$570	\$141
\$3,000,000	\$810	\$381
\$4,000,000	\$1,020	\$591
\$5,000,000	\$1,250	\$821
\$6,000,000	\$1,500	\$1,071
\$7,000,000	\$1,750	\$1,321
\$8,000,000	\$2,000	\$1,571

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 3/9/2023



#### **Public Entity Liability and Auto Physical Damage Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member: St. Vrain Water Authority P.O. Box 70 Firestone, CO 80520 Broker of Record: NO BROKER

This proposal is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	\$5,000	\$1,254
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$5,000	Included
Public Officials Liability	Included	None	\$5,000	\$367
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$5,000	\$101
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$429
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$99
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$49
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$2,299

Additional Endorsements applicable to Member:

Countersigned by:

<sup>\*</sup>Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \*\$100,000 each occurrence.

<sup>\*\*</sup>A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

<sup>\*\*</sup>A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

<sup>\*\*\*</sup>No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.



#### **Property Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool Property 01 01 23

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

#### **Limit of Coverage per Occurrence:**

\$20,576,135 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule. \$80,546 Inland Marine Scheduled items.

- \$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule. Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered: Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage

Document.

**Deductibles:** \$5,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to

a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a

\$5,000 minimum and \$50,000 maximum.

Contribution: \$27,412

#### Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement

Countersigned by:



Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT WIND AND HAIL DEDUCTIBLE PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE**:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.



Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

**V.** Against **Cosmetic Damage** to **Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.



### **Equipment Breakdown Proposal**

Master Coverage Document Number: CSD Pool EB 01 01 21

Coverage Period: 4/1/2023 to EOD 12/31/2023 **Proposal Number:** 43941

Named Member: **Broker of Record:** NO BROKER St. Vrain Water Authority P.O. Box 70

Firestone, CO 80520

#### **Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

### **Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$19,311,795 Scheduled Property

#### **Sub Limits:**

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$5,000 per Occurrence

Contribution: \$6,952



### **Crime Proposal**

Master Coverage Document Number: J05931794 Insurer: Federal Insurance Company (Chubb)

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

**Covered Designated Agent(s):** 

### **Coverages and Limits:**

Employee Theft: \$250,000

Limit is maximum for each loss

• Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.

Includes funds from a sponsored benefit plan.

Public Official Faithful Performance of Duty:	\$250,000
Client Theft:	\$250,000
Forgery or Alteration:	\$250,000
On Premises:	\$250,000
In Transit:	\$250,000
Computer System Fraud:	\$250,000
Funds Transfer Fraud:	\$250,000
Debit, Credit or Charge Card Fraud:	\$250,000
Money Orders and Counterfeit Paper Currency Fraud:	\$250,000
Social Engineering Fraud:	\$250,000

<u>Deductible(s)</u>:

All Crime except Social Engineer Fraud: \$1,000

Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$601

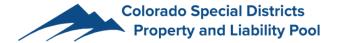
**Policy Forms:** 

PF-52815 (04/20) The Chubb Primary<sup>™</sup> Commercial Crime Insurance

PF-52853 (04/20) Governmental Entity (Colorado Special Districts Pool) Endorsement

PF-53127 (04/20) Colorado Amendatory Endorsement PF-52851 (04/20) Add Corporate Credit Card Coverage

Countersigned by



### **Identity Recovery Proposal**

Master Coverage Policy Number: Insurer:

CSD Pool IDR Form 01 01 21 The Hartford Steam Boiler Inspection

and Insurance Company

**Proposal Number**: 43941 **Coverage Period**: 4/1/2023 to EOD 12/31/2023

Named Member: Broker of Record:
St. Vrain Water Authority NO BROKER
P.O. Box 70

Firestone, CO 80520

#### Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

### Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:** 

\$5,000 Lost Wages and Child/Elder Care
\$1,000 Mental Health Counseling
\$1,000 Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

Countersigned by:



### **Environmental Legal Liability Proposal**

Master Policy Number: ER00A9V23 Insurer: Aspen Specialty Insurance Company
Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70 Firestone, CO 80520

### **Claims-Made Coverage:**

- First Party Protection: For coverages 1.a − 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. Emergency Response: Covers emergency response cost resulting from a
  - c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
  - e. Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. Non-owned Site: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate \$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

**Retroactive Date**: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

### **Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

### **Policy Forms:**

,	
ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

### **Additional Endorsements Applicable to Named Member:**

Just a Voge

Countersigned by:



## **Terrorism, Sabotage and Malicious Attack Proposal**

**Master Coverage Policy Number:** 

Insurer:

TER P 004 CW (06/11) physical loss or damage 33HIS00151 Terrorism Combined Liability TER P0027CW (05/17) Malicious Attack

43941

10/17 Malicious Attack combined liability

Lloyds, Hiscox Syndicate 33

Proposal Number:

**Coverage Period:** 

4/1/2023 to EOD 12/31/2023

Named Member:

Broker of Record:

St. Vrain Water Authority

NO BROKER

P.O. Box 70

Firestone, CO 80520

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
Malicious Attack Sub-limits applicable:			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

Countersigned by:



# General Liability Schedule Water District

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023 - EOD 12/31/2023

<u>Named Member</u>: St. Vrain Water Authority <u>Broker</u>:

Code	Description	Unit	Amount	Effective Date	Expiration Date
36	36-Pipe Line - Water	Miles	1.00	4/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	547,199.00	4/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	366,923.00	4/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	1.00	4/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	4/1/2023	12/31/2023
420	420-Vacant Land	Acres	3.00	4/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	4/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	269,720.00	4/1/2023	12/31/2023

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



## **Property Schedule**

Broker:

NO BROKER

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

Per Occurrence Deductible: \$5,000.00

Location/Premise Add	lress / Descripti	on	Construction Class	Prot. Class	Valu	ation	Values		Property Contrib.	Quake Contrib.	Flood Contrib.				
Location / Premise# 001-001	Unique#	PROP- 00116117	Noncombustible	2	Replace	ement	Buildings:	\$10,615,000.00	\$22,083						
Water Treatment Plant (Includes Offices, Control Room, Lab, Restrooms, Process Floor)	Year Built:	2023	Term:	4/1/202	4/1/2023 to 12/31/2023		)23 to 12/31/2023		//2023 to 12/31/2023		Contents:	\$3,385,000.00			
0044.7' ' A		40507		,,,,,		<b>#5.000.00</b>	EDP:	\$783,000.00							
6211 Zinnia Avenue	Sq. Feet:	19587	County:	Weld	Ded:	\$5,000.00	Business Inc:	\$ 0.00							
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$781,000.00							
NOC Equipment Breakdown Applies: Yes	Excess Qu No	iake Applies:	Excess Flood Appl	lies: No	О		Otherwise Classified:	\$2,167,000.00							
Location / Premise# 002-001	Unique#	PROP- 00116118	Noncombustible	2	Replace	ement	Buildings:	\$75,000.00	\$117						
Warehouse for Limestone	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$ 0.00							
							EDP:	\$ 0.00							
6211 Zinnia Avenue	Sq. Feet:	1295	County:	Weld	Ded:	\$5,000.00	Business Inc:	\$ 0.00							
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00							
NOC Equipment Breakdown Applies: No	Excess Qu No	iake Applies:	Excess Flood Appl	d Applies: No			Otherwise Classified:	\$ 0.00							
						<u> </u>									
Location / Premise# 003-001	Unique#	PROP- 00116119	Noncombustible	2	Replace	ement	Buildings:	\$728,315.00	\$4,385						
Pump Station Building	Year Built:	2023	Term:	4/1/202	3 to 12/31	/2023	Contents:	\$1,483,480.00			·				
		1008	County:	Weld	Ded:										



# **Property Schedule**

Proposal Number: 43941 Coverage Period: 4/1/2023-EOD 12/31/2023

Named Member:

St. Vrain Water Authority

Broker: NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Add	Location/Premise Address / Description		Construction Class	Prot. Class	Val	uation	Value	s	Property Contrib.	Quake Contrib.	Flood Contrib.
							Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone AE			UG Pipes:	\$225,340.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	ıake Applies:	Excess Flood App	·			Otherwise Classified:	\$ 0.00			
Location / Premise# 001-002	Unique#	PROP- 00116120	Not Assigned	2	Replacement		Buildings:	\$ 0.00	\$ 57		
Gravel Roads	Year Built:		Term:	4/1/2023	4/1/2023 to 12/31/2023		Contents:	\$ 0.00		•	
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone			Inc: UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu	ıake Applies:	Excess Flood App	'			Otherwise Classified:	\$22,000.00			
Location / Premise# 001-003	Unique#	PROP- 00116121	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$338		
Asphalt Access/Parking Lot	Year Built:		Term:	4/1/2023	3 to 12/31	/2023	Contents:	\$ 0.00			<u>'</u>
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone		I	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu	ıake Applies:	Excess Flood App				Otherwise Classified:	\$131,000.00			

Flood



Location/Premise Address / Description

# **Property Schedule**

Prot.

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023-EOD 12/31/2023

**Construction Class** 

Named Member:Broker:St. Vrain Water AuthorityNO BROKER

Per Occurrence Deductible: \$5,000.00

	,			Class					Contrib.	Contrib.	Contrib.
Location /	Unique#	PROP-	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$271		
Perimeter Fence/Gates	Year Built:	00116122	Term:		4/1/2023 to 12/31/2023			\$ 0.00			
All Locations	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Q No	uake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$105,000.00			

Valuation

Values

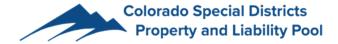
Totals:	Buildings:	\$11,418,315.00	\$27,251.00	\$0.00	\$0.00
	Contents:	\$4,868,480.00			
	EDP:	\$858,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$1,006,340.00			
	Otherwise Classified:	\$2,425,000.00			

Property

Quake

Minimum Property Contribution:

\$425



**Inland Marine Schedule** 

**Coverage Period**: 4/1/2023-EOD 12/31/2023

<u>Proposal Number</u>: 43941 <u>Broker</u>:

Named Member:

St. Vrain Water Authority NO BROKER

**Per Occurrence Deductible:** \$5,000.00

Code	Description	Serial Number	Model Number	Ded:		Effective	Expiration	Value	Inland Mar. Contribution
	Tools & Equipment (per schedule on file)			\$5,000.0	00	4/1/2023	12/31/2023	\$80,546.00	\$162
linimum Combine	d Property and Inland	\$42	25	т	Γotals:		\$80,54	16.00	\$162.

# Insurance 5 – Property Liability (Wind-Hail Buyback) \$5K Deductible



# Property / Liability Coverage Proposal Invoice

**Named Member:** 

**Broker of Record:** 

NO BROKER

**Effective Date** 

4/1/2023

St. Vrain Water Authority P.O. Box 70

Firestone, CO 80520

Proposal No.

43941

**Expiration Date** 

EOD 12/31/2023

**Invoice Date** 

3/9/2023

		1 ' '
·		
verage		Contribution
Crime		\$ 601.0
Equipment Breakdown		\$6,952.0
Excess		\$ 429.0
General Liability		\$1,254.0
Hired Auto Physical Damage		\$ 49.0
No-Fault Water Intrusion & Sewer Backup		\$ 101.0
Non-Owned Auto Liability		\$ 99.0
Pollution		\$ 75.
Property		\$33,296.0
Public Officials Liability		\$ 367.0
Total Estimated Contribution		\$43,2
Estimated Annualized Contribution (for budgetin	g purposes only) \$55,448	

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

**Entity ID** 

270

10% Direct Discount

8% Multi Program Discount for WC Program Participation

This proposal itself does not bind coverage. Payment evidences "acceptance" of this coverage. The district must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement (IGA). The terms of the IGA require timely payment to prevent automatic cancellation of coverage. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool

c/o McGriff Insurance Services, Inc.

PO Box 1539

Portland, OR 97207-1539

We accept online payments at **E-Bill Express** 

Refer to Payment Instructions page for additional options

billing@csdpool.org 800-318-8870 ext. 3



# **2023 Excess Liability Options Proposal**

## **This Proposal Does Not Bind Coverage**

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: St. Vrain Water Authority

**Certificate Number:** 43941

Excess Limit	<b>Annual Excess Contribution</b>	<b>Change in Contribution</b>
\$1,000,000	\$330	-\$99
\$2,000,000*	\$570	\$141
\$3,000,000	\$810	\$381
\$4,000,000	\$1,020	\$591
\$5,000,000	\$1,250	\$821
\$6,000,000	\$1,500	\$1,071
\$7,000,000	\$1,750	\$1,321
\$8,000,000	\$2,000	\$1,571

<sup>\*</sup> This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes. 3/9/2023



### **Public Entity Liability and Auto Physical Damage Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool PEL 01 01 23

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member: St. Vrain Water Authority P.O. Box 70 Firestone, CO 80520 Broker of Record: NO BROKER

This proposal is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution	
Public Entity Liability Coverage including:	\$2,000,000	None			
General Liability	Included	None	\$5,000	\$1,254	
Medical Payments - Premises	\$10,000	None	None	Included	
Employee Benefits Liability	Included	None	\$5,000	Included	
Public Officials Liability	Included	None	\$5,000	\$367	
Employment Practices Liability	Included	None	*\$100,000	Included	
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included	
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$5,000	\$101	
Cyber	\$200,000	**\$200,000	\$1,000	Included	
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included	
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$429	
Auto Liability	No Coverage	No Coverage	N/A	No	
Medical Payments – Auto	No Coverage	No Coverage	N/A	No	
Non-Owned and Hired Auto Liability	Included	None	None	\$99	
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No	
Auto Physical Damage	No Coverage	No Coverage	N/A	No	
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$49	
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included	

Total Contribution \$2,299

Additional Endorsements applicable to Member:

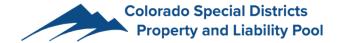
Countersigned by:

<sup>\*</sup>Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \*\$100,000 each occurrence.

<sup>\*\*</sup>A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

<sup>\*\*</sup>A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

<sup>\*\*\*</sup>No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.



### **Property Proposal**

Master Coverage Document Number: CSD Pool CTC 01 01 22 and CSD Pool Property 01 01 23

Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

### **Limit of Coverage per Occurrence:**

\$20,576,135 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule. \$80,546 Inland Marine Scheduled items.

- \$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.
- \$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule. Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

**Locations Covered:** Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values: Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage

Document.

**Deductibles:** \$5,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to

a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a

\$5,000 minimum and \$50,000 maximum.

Contribution: \$33,296

#### Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion
Wind and Hail Deductible Endorsement
Wind and Hail Deductible Buy-Back Endorsement

Countersigned by:



Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT WIND AND HAIL DEDUCTIBLE PLEASE READ IT CAREFULLY

The following is added to Section 2. **DEDUCTIBLE**:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

In respect to Member District's whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District's whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.



Member District:	Endorsement:
St. Vrain Water Authority	CSD Pool Wind Hail Deductible Buyback 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By:	
Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

#### PROPERTY COVERAGE DOCUMENT

### WIND AND HAIL DEDUCTIBLE BUYBACK ENDORSEMENT

### **PLEASE READ IT CAREFULLY**

Section 2 **DEDUCTIBLE**, **E.** is deleted and replaced with the following:

**E.** Wind and/or Hail damage to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**:

\$5,000 per Occurrence unless a higher deductible is scheduled at the damaged location.

For purposes of this endorsement, the additional contribution charge to reduce the wind and/or hail deductible amount will be determined as follows:

For locations that receive a surcharge for wind and/or hail damage on Property coverage, a 30% charge will apply to property contributions, excluding contributions for values scheduled as contents. For locations where the hail damage surcharge does not apply, a 10% charge will apply to property contributions, excluding contributions for values scheduled as contents.

By signing below, the **Member District** agrees to the terms of this endorsement.

Ву:		
	Member District's Duly Authorized Representative	Date
Print	t Name and Title:	

An original signed copy of this endorsement must be returned to: CSD Pool c/o McGriff Insurance Services, Inc. | P.O. Box 1539 | Portland, OR 97207-1539



Named Member:	Property Form No:
St. Vrain Water Authority	CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/1/2023
Issued By:	
Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

# PROPERTY COVERAGE DOCUMENT COSMETIC DAMAGE EXCLUSION PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

**V.** Against **Cosmetic Damage** to **Roof Surfacing** caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 34 ADDITIONAL DEFINITIONS:

**Roof Surfacing** means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

**Cosmetic Damage** means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.



### **Equipment Breakdown Proposal**

Master Coverage Document Number: CSD Pool EB 01 01 21

Coverage Period: 4/1/2023 to EOD 12/31/2023 **Proposal Number:** 43941

Named Member: **Broker of Record:** NO BROKER St. Vrain Water Authority P.O. Box 70

Firestone, CO 80520

#### **Covered Equipment:**

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

### **Locations:**

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$19,311,795 Scheduled Property

#### **Sub Limits:**

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$5,000 per Occurrence

Contribution: \$6,952



### **Crime Proposal**

Master Coverage Document Number: J05931794 Insurer: Federal Insurance Company (Chubb)

**Proposal Number:** 43941 **Coverage Period:** 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70

Firestone, CO 80520

**Covered Designated Agent(s):** 

### **Coverages and Limits:**

Employee Theft: \$250,000

Limit is maximum for each loss

• Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.

Includes funds from a sponsored benefit plan.

Public Official Faithful Performance of Duty:	\$250,000
Client Theft:	\$250,000
Forgery or Alteration:	\$250,000
On Premises:	\$250,000
In Transit:	\$250,000
Computer System Fraud:	\$250,000
Funds Transfer Fraud:	\$250,000
Debit, Credit or Charge Card Fraud:	\$250,000
Money Orders and Counterfeit Paper Currency Fraud:	\$250,000
Social Engineering Fraud:	\$250,000

<u>Deductible(s)</u>:

All Crime except Social Engineer Fraud: \$1,000

Social Engineering Fraud: 20% of Social Engineering Fraud Limit

Contribution: \$601

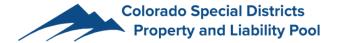
**Policy Forms:** 

PF-52815 (04/20) The Chubb Primary<sup>™</sup> Commercial Crime Insurance

PF-52853 (04/20) Governmental Entity (Colorado Special Districts Pool) Endorsement

PF-53127 (04/20) Colorado Amendatory Endorsement PF-52851 (04/20) Add Corporate Credit Card Coverage

Countersigned by



### **Identity Recovery Proposal**

Master Coverage Policy Number: Insurer:

CSD Pool IDR Form 01 01 21 The Hartford Steam Boiler Inspection

and Insurance Company

**Proposal Number**: 43941 **Coverage Period**: 4/1/2023 to EOD 12/31/2023

Named Member: Broker of Record:
St. Vrain Water Authority NO BROKER
P.O. Box 70

Firestone, CO 80520

#### Member:

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

### Coverage:

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:** 

\$5,000 Lost Wages and Child/Elder Care
\$1,000 Mental Health Counseling
\$1,000 Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

Countersigned by:



### **Environmental Legal Liability Proposal**

Master Policy Number: ER00A9V23 Insurer: Aspen Specialty Insurance Company
Proposal Number: 43941 Coverage Period: 4/1/2023 to EOD 12/31/2023

Named Member:Broker of Record:St. Vrain Water AuthorityNO BROKER

P.O. Box 70 Firestone, CO 80520

### **Claims-Made Coverage:**

- First Party Protection: For coverages 1.a − 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up**: Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. Emergency Response: Covers emergency response cost resulting from a
  - c. **Pollution Incident**: (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. Environmental Crisis: Covers crisis cost resulting from a crisis event.
  - e. Business Interruption: Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
- **2. Legal Liability Protection:** For coverages 2.a 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. Insured Location: Covers sums the insured becomes legally obligated to pay:

     (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. Non-owned Site: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation**: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. Covered Operations: Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:** \$1,000,000 Each Pollution Incident

\$5,000,000 Total Policy and Program Aggregate – Shared All Members

Sublimits: \$500,000 Environmental Crisis Aggregate \$250,000 Business Interruption Aggregate \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

**Retroactive Date**: January 1, 2009 (unless otherwise specified)

**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

### **Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

### **Policy Forms:**

,	
ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

### **Additional Endorsements Applicable to Named Member:**

Just a Voge

Countersigned by:



## **Terrorism, Sabotage and Malicious Attack Proposal**

**Master Coverage Policy Number:** 

Insurer:

TER P 004 CW (06/11) physical loss or damage 33HIS00151 Terrorism Combined Liability TER P0027CW (05/17) Malicious Attack

43941

10/17 Malicious Attack combined liability

Lloyds, Hiscox Syndicate 33

Proposal Number:

**Coverage Period:** 

4/1/2023 to EOD 12/31/2023

Named Member:

Broker of Record:

St. Vrain Water Authority

NO BROKER

P.O. Box 70

Firestone, CO 80520

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
Malicious Attack Sub-limits applicable:			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1

Email: claims@csdpool.org

Countersigned by:



# General Liability Schedule Water District

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023 - EOD 12/31/2023

<u>Named Member</u>: St. Vrain Water Authority <u>Broker</u>:

Code	Description	Unit	Amount	Effective Date	Expiration Date
36	36-Pipe Line - Water	Miles	1.00	4/1/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	547,199.00	4/1/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	366,923.00	4/1/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	1.00	4/1/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	4/1/2023	12/31/2023
420	420-Vacant Land	Acres	3.00	4/1/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	4/1/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	269,720.00	4/1/2023	12/31/2023

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.



# **Property Schedule**

Broker:

Proposal Number: 43941 **Coverage Period:** 4/1/2023-EOD 12/31/2023

Named Member: St. Vrain Water Authority

NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description		Construction Class	Prot. Class	Valu	ation	Val	ues	Property Contrib.	Quake Contrib.	Flood Contrib.	
Location / Premise# 001-001	Unique#	PROP- 00116117	Noncombustible	2	Replace	ement	Buildings:	\$10,615,000.00	\$22,083		
Water Treatment Plant (Includes Offices, Control Room, Lab, Restrooms, Process Floor)	Year Built:	2023	Term:	4/1/202	/2023 to 12/31/2023		Contents:	\$3,385,000.00			
CO44 Zinnin Avenue	On Fact.	40507	C	10/5/5	D. d.	ΦE 000 00	EDP:	\$783,000.00			
6211 Zinnia Avenue	Sq. Feet:	19587	County:	Weld	Ded:	\$5,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$781,000.00			
NOC Equipment Breakdown Applies: Yes	Excess Qu No	iake Applies:	Excess Flood Applies: No				Otherwise Classified:	\$2,167,000.00			
Location / Premise# 002-001	Unique#	PROP- 00116118	Noncombustible	2	Replace	ement	Buildings:	\$75,000.00	\$117		
Warehouse for Limestone	Year Built:	2023	Term:	4/1/202	3 to 12/31	2023	Contents:	\$ 0.00			
							EDP:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:	1295	County:	Weld	Ded:	\$5,000.00	Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Excess Quake Applies: Breakdown Applies: No No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00				
	•		•								
Location / Premise# 003-001	Unique#	PROP- 00116119	Noncombustible	2	Replace	ement	Buildings:	\$728,315.00	\$4,385		
Pump Station Building	Year Built:	2023	Term:	4/1/202	23 to 12/31/2023		Contents:	\$1,483,480.00		•	•
6211 Zinnia Avenue	Sq. Feet:	1008	County:	Weld	Ded:	\$5,000.00	EDP:	\$75,000.00			



# **Property Schedule**

Proposal Number: 43941 Coverage Period: 4/1/2023-EOD 12/31/2023

Named Member:

St. Vrain Water Authority

Broker: NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description		Construction Class Prot. Class		Val	Valuation		Values		Quake Contrib.	Flood Contrib.	
							Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone AE			UG Pipes:	\$225,340.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	uake Applies:	Excess Flood App	·			Otherwise Classified:	\$ 0.00			
					•						
Location / Premise# 001-002	Unique#	PROP- 00116120	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$ 57		
Gravel Roads	Year Built:		Term:	4/1/2023	3 to 12/31	/2023	Contents:	\$ 0.00		•	
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Qu No	uake Applies:	Excess Flood App	'			Otherwise Classified:	\$22,000.00			
					•						
Location / Premise# 001-003	Unique#	PROP- 00116121	Not Assigned	2	Replac	ement	Buildings:	\$ 0.00	\$338		
Asphalt Access/Parking Lot	Year Built:		Term:	4/1/2023	3 to 12/31	/2023	Contents:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone X		I	UG Pipes:	\$ 0.00			
NOC Equipment Excess Quake Applies: Breakdown Applies: No No		Excess Flood App				Otherwise Classified:	\$131,000.00				

Flood



Location/Premise Address / Description

# **Property Schedule**

Prot.

<u>Proposal Number</u>: 43941 <u>Coverage Period</u>: 4/1/2023-EOD 12/31/2023

**Construction Class** 

Named Member:Broker:St. Vrain Water AuthorityNO BROKER

Per Occurrence Deductible: \$5,000.00

				Class					Contrib.	Contrib.	Contrib.
Location /	Unique#	PROP-	Not Assigned	2	Replace	ement	Buildings:	\$ 0.00	\$271		
Perimeter Fence/Gates	Year Built:	00116122	Term:		3 to 12/31		Contents:	\$ 0.00			
All Locations	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP: Business Inc:	\$ 0.00 \$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone X		I	UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Q No	uake Applies:	Excess Flood Appl	ies: No			Otherwise Classified:	\$105,000.00			

Valuation

Values

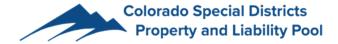
Totals:	Buildings:	\$11,418,315.00	\$27,251.00	\$0.00	\$0.00
	Contents:	\$4,868,480.00			
	EDP:	\$858,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$1,006,340.00			
	Otherwise Classified:	\$2,425,000.00			

Property

Quake

Minimum Property Contribution:

\$425



**Inland Marine Schedule** 

**Coverage Period**: 4/1/2023-EOD 12/31/2023

<u>Proposal Number</u>: 43941 <u>Broker</u>:

Named Member:

St. Vrain Water Authority NO BROKER

**Per Occurrence Deductible:** \$5,000.00

Code	Description	Serial Number	Model Number	Ded:		Effective	Expiration Value		Inland Mar. Contribution
	Tools & Equipment (per schedule on file)			\$5,000.0	00	4/1/2023	12/31/2023	\$80,546.00	\$162
linimum Combined Property and Inland larine Contribution:		\$42	25	To	otals:		\$80,54	16.00	\$162.0