

**St. Vrain Water Authority**  
DLG I.D. No. 67144  
**Board of Directors Meeting**  
**Agenda**  
**February 13, 2023**  
**4:00 PM at the Firestone Town Hall**

- 1) **Roll Call**
- 2) **Consent Agenda**
  - a. Approval of December 12, 2022, Regular Meeting Minutes
- 3) **Public Comment – Please limit comments to 3 minutes**
- 4) **Action Items**
  - a. Election of Officers
  - b. Adoption of Resolution 2023-01 Designating Location for Posting Open Meeting Law Notices
  - c. Payment of Bills
  - d. Acceptance of Financials
  - e. Approve Notice of Quorum Events and Authorize Posting
  - f. Adoption of Resolution 2023-02 Designating Official Custodian of Records and Adopting CORA Resolution
  - g. Approval of CorKat Work Order 2022-04 Amendment
  - h. Approval of Corkat Work Order 2023-01
  - i. Adoption of Resolution 2023-03 approving phone services contract with Sanctified Communications
- 5) **Discussion Items**
  - a. Discussion regarding website hosting technical assistance
  - b. Discussion regarding IT services back-up retention policy, requirements, and options
- 6) **Reports**
  - a. SVWA 2022 Audit RFP
  - b. Ramey Environmental – Plant Operations
  - c. Water Treatment Plant Construction Update
  - d. Deep Injection Well Update
  - e. Update on Administrative Services Request for Proposals
  - f. Status of insurance through the Pool and SDA membership
- 7) **Next Meeting**
  - a. March 13, 2023 at the Firestone Town Hall starting at 4:00 PM
- 8) **Any Other of Business**
- 9) **Adjournment**

## **Agenda Item 2(a)**

**St. Vrain Water Authority**  
DLG I.D. No. 67144  
**Board of Directors Meeting**  
**Minutes**  
**December 12, 2022**  
**4:00 PM @ Firestone Town Hall**

A regular meeting of the Board of Directors of the St. Vrain Water Authority convened on Monday, December 12, 2022, 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:

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

Also, in attendance was Amber Kauffman (Little Thompson Water District), Rusti Roberto (Town of Firestone), AJ Krieger (Town of Firestone), Brett Gracely (LRE Water). Tim Flynn (Collins Cole Flynn Winn & Ulmer) 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 established, 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 November 14, 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:**

One member of the Public was present, but had no public comments.

**Agenda Item 4a:**

Director Lindsay reported to the board that there were three invoices that needed to be paid, including Black Hills Energy, Comcast, and SDA (Special District Association 2023 Annual Dues). Lindsay noted that the invoice from Comcast had a few discrepancies. One being these were being mailed to the Treatment Facility where mail could not be received. He also noted that because of the mailing error, there was a late fee. Comcast waived the late fee and updated the mailing address. Lindsay also noted that the SDA (Special District Association 2023 Annual Dues) is not due until July 1, 2023, and wanted to get it to the Board for review.

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

Motion was passed unanimously by voice vote.

**Agenda Item 4b:**

Director Lindsay noted that there was a current balance sheet and current profit-loss statement included in the packet.

Motion to approve acceptance of financials was made by Director Conyac, Second by Director Lindsay.

Motion was passed unanimously by voice vote.

**Agenda Item 4c:**

Resolution 2022-08, a Resolution of the St. Vrain Water Authority Correcting Certain Line-Item errors in the Authority's Adopted 2023 Budget and Authorizing the Corrected Budget to be Filed with the Division of Local Government.

Director Lindsay reported that an error was found on the 2023 Budget that was approved at the last meeting. The error does not affect any of the math or the dollar amounts, but had a 2021 Actual revenue shown in the wrong line on the budget document.

In the "2021 Actual" column, the budget had shown a revenue being credited to Firestone as a "Water Ops Base Charge". That revenue was actually the LTWD Subscription Fee and should have been shown as a "Non-Operating Revenue". Director Lindsay directed the Board to the Board Packet showing 2 pages with the corrected items.

Motion to Adopt Resolution 2022-08 was made by Director Conyac, Second by Director Pasillas.

Roll-Call Vote

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

Motion was passed unanimously.

**Agenda Item 5a:**

Director Lindsay reported to the Board that the Authority is not required to do an audit if under a certain dollar amount on the budget. Director Lindsay explained after talking with Jessica Clanton the Authority's Budget Director that there had been past audits done for the Authority, under the umbrella of Town of Firestone's audits as a component unit. This is not an uncommon practice and is a less expensive way to have the Authority finances audited.

Tim Flynn, the Authority Attorney, recommended that going forward the Authority should have a separate audit done, rather than under the umbrella of Firestone, this way it keeps things transparent and separate. Director Conyac and Director Lindsay also agreed that future audits will start to get to be more complicated as the plant produces and sells water, so the Authority should get a separate audit.

The Board decided that an RFP will need to be put together, and will be reviewed at the January meeting.

**Agenda Item 5b:**

Director Lindsay reported to the Board that the Authority had been receiving requests for documents and information under the Colorado Open Records Act. The Authority is required to respond to the requests but has never adopted any policies or procedures for how to handle them. He spoke to Tim Flynn, the Attorney for the Authority about a draft Resolution, Designating Official Custodian of the Records & Adopting a CORA Resolution. The draft resolution provides a basic framework for how CORA requests are received, reviewed, and responded to.

Director Lindsay directed the Board to the Board Packet and asked the Board to look over the draft Resolution and bring back any suggested revisions.

Director Lindsay stated that as of right now the Secretary is considered the Custodian of the records and someone may need to be appointed in the future. It was also discussed between the board that the Administrative Services consultant that will be hired next year may be named the new custodian at that time.

**Agenda Item 5c:**

Director Lindsay asked the Board if Monday Meetings were still good with everyone at 4:00 pm at Firestone Town Hall. Everyone agreed.

**Agenda Item 6a:**

No one from Ramey was in attendance for the meeting. Director Lindsay did report that Ramey was working on the safety and operations plans for the water plant and coordinating those with the engineer (Plummer) and the contractor (IWS).

**Agenda Item 6b:**

The current schedule provided by the contractor (IWS) anticipates the plant receiving the Temporary Certificate of Occupancy (TCO) between Christmas and New Years. Once the TCO is issued we can have chemicals delivered to the plant and the week of January 9, IWS will commence the startup and testing of the process equipment. That will take about 6 weeks and then the plant should be delivering finished water in March.

**Agenda Item 6c:**

The initial startup and testing of the pump station proved the system works and the well receives water when delivered. The testing did reveal a few items that need to be corrected or finished and the contractor is working to get those items completed.

**Agenda Item 6d:**

Director Lindsay will work on this RFP once the plant is operating, and he has more time.

**Agenda Item 6e:**

Director Lindsay has contacted the Colorado Special Districts Property and Liability Pool Insurance team to get quotes on the various policies the Authority has requested. He anticipates having those for the February meeting.

**Agenda Item 7a:**

Next Meeting will be January 9, 2022 at Firestone Town Hall, starting at 4:00 PM

**Agenda Item 8:**

There were no additional discussion items.

**Agenda Item 9:**

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

## **Agenda Item 4(b)**

**RESOLUTION 2023-01**

**ST. VRAIN WATER AUTHORITY**

**BOULDER, LARIMER, AND WELD COUNTIES, COLORADO**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY ESTABLISHING THE DATE, TIME AND LOCATION FOR REGULAR MEETINGS OF THE BOARD AND DESIGNATING THE LOCATION FOR POSTING NOTICE OF BOARD MEETINGS IN COMPLIANCE WITH THE OPEN MEETINGS LAW AND THE AUTHORITY’S ESTABLISHING CONTRACT AND DESIGNATING THE NEWSPAPER TO USE WHEN NOTICE IS REQUIRED BY PUBLICATION**

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**WHEREAS**, the St. Vrain Water Authority (“Authority”) is a political subdivision of the State of Colorado established by the St. Vrain Water Authority Establishing Contract dated as of April 24, 2019 (“Establishing Contract”) entered into by and between the Town of Firestone and the Little Thompson Water District (collectively, the “Members” and singularly, “Member”); and

**WHEREAS**, pursuant to the Establishing Contract, the Board of Directors (“Board”) of the Authority is required to hold regular meetings at such place, time and location as designated by the Authority’s Board (collectively, the “Board” and, individually, a “Director”) and may hold special meetings provided at least 72 hours advance written notice is given to each Director and each Member prior to any special meeting; and

**WHEREAS**, pursuant to the Colorado Open Meetings Law, Section 24-6-402(2)(c), C.R.S., the Board is required annually to designate a public place or places within the boundaries of the Authority where notice, and where possible, the agenda of any meeting at which the adoption of any formal action is to occur or at which a majority or quorum of the Board is in attendance, or is expected to be in attendance, shall be posted at least 24 hours prior to each such meeting for the purpose of complying with the notice provisions of the Colorado Open Meetings Law.

**NOW THEREFORE, BE IT RESOLVED BY** the Board of Directors of the St. Vrain Water Authority, Boulder, Larimer, and Weld Counties, Colorado that:

1. **Regular Meetings.** The Authority’s Board of Directors shall meet regularly during calendar year 2023 on the 2<sup>nd</sup> Monday of each month at 4:00 p.m. in the



Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado 80504 or at such other location may hereinafter designated by the Board.

2. **Special Meetings.** Special meetings of the Board shall be held as often as the needs of the Authority require, upon the call of the President or Vice President, or upon the written request of any three Directors of the Authority. The Authority shall inform all Directors and Members at least 72 hours in advance of any special meeting by written notice delivered to the home or place of employment of each Director and to the address of each Member as provided in the Establishing Contract.

3. **Notice of Regular Meeting Schedule.** Notice of the Authority's regular meeting schedule shall be posted and, to the extent practical, shall remain posted, in the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado 80504.

4. **Newspaper for Publication.** The designated newspaper for publication of any Authority notices, that are required to be published, shall be the *Longmont Times Call*.

5. **Open Meeting Law Notices.** For purposes of complying with the notice provisions of the Open Meetings Law, Section 24-6-401, et. seq. C.R.S., a notice of each meeting of the Authority's Board, together with an agenda when available, shall be posted at least 24 hours prior to each such meeting at the Firestone Town Hall located at 9950 Park Avenue, Firestone, Colorado 80504.

6. **Authority to Post Notices.** Notice of the Authority's Board meetings may be posted by any Member or Director of the Authority or by any other person as designated by the Board from time to time.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of February, 2023.

ST. VRAIN WATER AUTHORITY

By: \_\_\_\_\_  
Julie Svaldi, President

Attest:

\_\_\_\_\_  
Dave Lindsay, Secretary

## **Agenda Item 4(c)**

### **Invoices**

**Black Hills Energy (January and December),  
Comcast, CorKat, Frontier Fire, Ramey  
Environmental (2) and Legal Counsel (2)**



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

Account: 2924 8496 80
Service for: ST V RAIN WATER AUTH
Bill date: 2/6/2023
Service address: 6211 ZINNIA AVE FIRESTONE,CO

Previous balance: \$27.92
Payment received 1/19/2023: -\$27.92
New charges: \$27.92

Orange box containing: \$27.92 Due by 2/27/2023

February energy usage

Meter read dates: 1/4/2023 - 2/2/2023
View your usage details at blackhillsenergy.com/my-account

This month
0 kWh | \$0.00
Last year
0 kWh | \$0.00

Reasons your bill may have changed since last month
The current billing period is 4 days shorter

February billing summary

Billing period: 1/4/2023 - 2/2/2023 (29 days)



Total new charges: \$27.92

Did you know

Learn more at blackhillsenergy.com

Winter ready
Stay warm throughout the season and keep energy costs down.
blackhillsenergy.com

Keep the weather out
Earn rebates with home insulation and weatherization.
blackhillsenergy.com/efficiency

Manage your online account
Understand your energy usage and trends in your home or business.
blackhillsenergy.com/my-account

Account number: 2924 8496 80

Detach and return with payment

Orange box containing: Due by 2/27/2023 \$27.92 Amount enclosed:

Black Hills Energy logo and address: PO BOX 6001, RAPID CITY SD, 57709-6001



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 through one of the following methods:
One-time \$ Monthly \$ Round-up (x)

MAKE CHECKS PAYABLE TO:



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

0184590-BHES225965-ST.NOPRIN-038752
ST V RAIN WATER AUTH
PO BOX 70
FIRESTONE CO 80520-0070

292484968000000002792000000027920314

01000000

**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

## Usage history

## February bill details

[blackhillsenergy.com/bill](https://blackhillsenergy.com/bill)

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

Meter: **SG663810**

#### Therms

Reading	2/2/23	1	Hundred Cubic Feet (CCF)
Reading	1/4/23	-1	Hundred Cubic Feet (CCF)
		0	Hundred Cubic Feet (CCF)
		<b>x 0.97450</b>	Gas Pressure Factor
		<b>x 1.0790</b>	BTU Factor
		0	Total Billable Therms

**Delivery and distribution:** Costs to bring energy to your address. **\$22.00**

#### Billing Details for 01/04/23 - 02/02/23, 29 days.

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 01/04/23 - 02/02/23, 29 days.

GCA Commodity Cost 0 Therms @ \$0.63679, 27/29 days	\$0.00
GCA Commodity Cost 0 Therms @ \$0.50379, 2/29 days	\$0.00
GCA Upstream Cost 0 Therms @ \$0.2818, 27/29 days	\$0.00
GCA Upstream Cost 0 Therms @ \$0.37112, 2/29 days	\$0.00
EGCRR 0 therms @ \$0.16805	\$0.00

**Other costs:** Credits, adjustments and other charges. **\$4.26**

#### Billing Details for 01/04/23 - 02/02/23, 29 days.

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 01/04/23 - 02/02/23, 29 days.

Franchise Fee 0 Therms @ \$0.0258	\$0.00
Franchise Fee \$25.51 @ 0%	\$0.00
State Sales Tax \$25.51 @ 2.9%	\$0.74

## Messages

If you smell natural gas, leave the area immediately and call 911 and then call Black Hills Energy at 888-890-5554.





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 history. Check out [blackhillsenergy.com/customer-service](https://blackhillsenergy.com/customer-service) for this and other self-service options.

 Manage your account at [blackhillsenergy.com/my-account](https://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](https://blackhillsenergy.com/rates).

 Ways to pay your bill at [blackhillsenergy.com/pay](https://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](https://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

## Usage history

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## February bill details

[blackhillsenergy.com/bill](https://blackhillsenergy.com/bill)

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City Sales Tax \$25.51 @ 3.6%	\$0.92
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<b>Total charges this month</b>	<b>\$27.92</b>
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## Glossary of terms

[blackhillsenergy.com/bill](https://blackhillsenergy.com/bill)

**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](mailto: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 EGCR.

**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.

**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.





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

**Account:** 2924 8496 80  
**Service for:** ST V RAIN WATER AUTH  
**Bill date:** 1/6/2023  
**Service address:** 6211 ZINNIA AVE FIRESTONE,CO

**Previous balance:** \$27.92  
**Payment received 12/21/2022:** -\$27.92  
**New charges:** \$27.92

**\$27.92**  
Due by 1/26/2023

### January energy usage

Meter read dates: 12/2/2022 - 1/4/2023

View your usage details at [blackhillsenergy.com/my-account](http://blackhillsenergy.com/my-account)

This month

0 kWh | \$0.00

Last year

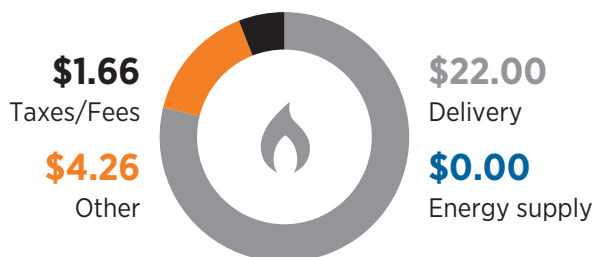
0 kWh | \$0.00

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

↑ The current billing period is 3 days longer

### January billing summary

Billing period: 12/2/2022 - 1/4/2023 (33 days)



**Total new charges: \$27.92**

### Did you know

[Learn more at blackhillsenergy.com](http://blackhillsenergy.com)

**Keep the weather out**  
Earn rebates with home insulation and weatherization.  
[blackhillsenergy.com/efficiency](http://blackhillsenergy.com/efficiency)

Account number: 2924 8496 80

Detach and return with payment



PO BOX 6001  
RAPID CITY SD  
57709-6001



Due by 1/26/2023

**\$27.92**

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](http://blackhillscares.com/donate) or through one of the following methods:

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

MAKE CHECKS PAYABLE TO:



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



0182921-BHES223487-ST.NOPRIN-016051  
ST V RAIN WATER AUTH  
PO BOX 70  
FIRESTONE CO 80520-0070



292484968000000002792000000027920314

00011000

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

## Usage history

## January bill details

[blackhillsenergy.com/bill](http://blackhillsenergy.com/bill)

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

Meter: **SG663810**

#### Therms

Reading	1/4/23	1	Hundred Cubic Feet (CCF)
Reading	12/2/22	-1	Hundred Cubic Feet (CCF)
		0	Hundred Cubic Feet (CCF)
		x 0.97450	Gas Pressure Factor
		x 1.0763	BTU Factor
		0	Total Billable Therms

**Delivery and distribution:** Costs to bring energy to your address. **\$22.00**

#### Billing Details for 12/02/22 - 01/04/23, 33 days.

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 12/02/22 - 01/04/23, 33 days.

GCA Commodity Cost 0 Therms @ \$0.63679	\$0.00
GCA Upstream Cost 0 Therms @ \$0.2818	\$0.00
EGCRR 0 therms @ \$0.16805	\$0.00

**Other costs:** Credits, adjustments and other charges. **\$4.26**

#### Billing Details for 12/02/22 - 01/04/23, 33 days.

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 12/02/22 - 01/04/23, 33 days.

Franchise Fee 0 Therms @ \$0.0258	\$0.00
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

**Total charges this month** **\$27.92**

## Messages





If you smell natural gas, leave the area immediately and call 911 and then call Black Hills Energy at 888-890-5554.

 Manage your account at [blackhillsenergy.com/my-account](http://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](http://blackhillsenergy.com/rates).

 Ways to pay your bill at [blackhillsenergy.com/pay](http://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](http://internet.speedpay.com/bhe)  
**Phone:** 866-537-9039





## Glossary of terms

[blackhillsenergy.com/bill](https://blackhillsenergy.com/bill)

**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](mailto: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 EGCR.

**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.

**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.



<b>Account Number</b> 933702299	<b>Invoice Number</b> 163452085	<b>Bill Date</b> Jan 1, 2023	<b>Customer Service</b> 1-800-741-4141	<b>Payment Terms</b> Net 30
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<b>Previous Balance</b> 3,082.45	<b>Payments</b> 2,729.00	<b>Adjustments/Credits</b> 399.83 CR	<b>Past Due Amount</b> 0.00	<b>Current Amount</b> 887.85	<b>Total Amount Due</b> <b>\$ 887.85</b>
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St. Vrain Water Authority  
PO BOX 70  
Firestone, CO 80520

6823/6823/23971/4/CC1JDH

<b>Payment Due Date</b> <b>Feb 1, 2023</b>
<b>Late Fee Eligible</b> <b>\$ 1,416.25</b>
<b>Late Payment Charge</b> <b>\$ 21.24</b>

### SUMMARY OF CHARGES AND CREDITS

( Billing activity up to and including Dec 31, 2022 )

Recurring Charges	909.95
Total Customer Charges	909.95
Total Taxes and Surcharges	3.04
Late Payment Charge	21.24
Invoice Amount	934.23
<b>Remaining Balance</b>	<b>46.38 CR</b>
<b>Total Amount Due</b>	<b>\$ 887.85</b>

### Aging Balance Summary

Current	\$ 887.85
1 - 30	\$ 0.00
31 - 60	\$ 0.00
61 - 90	\$ 0.00
91 - 120	\$ 0.00
120+	\$ 0.00

Pay your invoice online by visiting  
[www.comcastpaymentcenter.com](http://www.comcastpaymentcenter.com)

<b>Account Number</b> 933702299	<b>Invoice Number</b> 163452085	<b>Payment Due Date</b> Feb 1, 2023	<b>Total Amount Due</b> \$ 887.85	<b>Amount Enclosed</b>
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(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

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## 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](http://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.

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## 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.

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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 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.

### Payments

Date	Method of Payment	Invoice Number	Amount
Dec 18, 2022	Check	Multiple	2,729.00
<b>Total</b>			<b>2,729.00</b>

### Adjustments

Date	Adjustment Details	Account/Service Number	Amount
Dec 2, 2022	Courtesy Credit	933702299	399.83 CR
<b>Total</b>			<b>399.83 CR</b>

## Summary of Charges

Local Billing Reference Number:

Recurring Charges	909.95
<b>Total Customer Charges</b>	<b>909.95</b>

## Taxes, Surcharges, and Fees

<b>State Taxes and Surcharges</b>	
Sales Tax (State)	1.01
<b>Total State Taxes and Surcharges</b>	<b>1.01</b>
<b>County Taxes and Surcharges</b>	
Sales Tax (County)	0.80
<b>Total County Taxes and Surcharges</b>	<b>0.80</b>
<b>City Taxes and Surcharges</b>	
Sales Tax (City)	1.23
<b>Total City Taxes and Surcharges</b>	<b>1.23</b>
<b>Total Taxes and Surcharges</b>	<b>3.04</b>

## Service Summary

<b>Ethernet Dedicated Internet</b>	
Recurring Charges	875.00
<b>Total Ethernet Dedicated Internet</b>	<b>875.00</b>
<b>Ethernet Equipment Fee</b>	
Recurring Charges	34.95
<b>Total Ethernet Equipment Fee</b>	<b>34.95</b>

## Service Summary

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
<b>Total Service Charges</b>	<b>875.00</b>
<b>Total Charges</b>	<b>875.00</b>

#### Recurring Charges

Description	Date Range	Amount
Port - 60.KRGS.057448..CBCL.. - Gig E - FIBER	Jan 1, 23 to Jan 31, 23	
Bandwidth - 60.VLXP.084185..CBCL.. - 300 Mbps	Jan 1, 23 to Jan 31, 23	850.00
IPv4 Static Address Block /29 Qty: 1	Jan 1, 23 to Jan 31, 23	25.00
<b>Total Recurring Charges</b>		<b>875.00</b>

## Service Details

### Ethernet Equipment Fee : EQP-1000469976

Location A: 6211 ZINNIA AVE, Firestone, CO

#### Summary of Charges

##### Service Charges

Recurring Charges	34.95
<b>Total Service Charges</b>	<b>34.95</b>
<b>Total Charges</b>	<b>34.95</b>

#### Recurring Charges

Description	Date Range	Amount
Ethernet Equipment Fee	Jan 1, 23 to Jan 31, 23	34.95
<b>Total Recurring Charges</b>		<b>34.95</b>



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

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

<b>Date</b>	<b>Invoice</b>
01/16/2023	27098

<b>Terms</b>	<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
Due Upon Receipt	01/16/2023	Work Order 2023-01	Order #3317

Invoice due upon receipt.

Products & Other Charges	Quantity	Price	Amount
Billable Products & Other Charges			
CyberPower Smart App LCD UPS Systems - 700VA/400W, 120 VAC, NEMA 5-15P, 1U, Rackmount, 6 Outlets, LCD, PowerPanel® Business, \$300000 CEG, 3YR Warranty	1.00	\$367.68	\$367.68
<b>Total Products &amp; Other Charges:</b>			<b>\$367.68</b>

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.	<b>Invoice Subtotal:</b>	\$367.68
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$367.68</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$367.68</b>

Thank you for your business!



Frontier Fire Protection, LLC

9430 East 40th Ave.  
 Denver, CO 80238  
 Phone: 720-275-2571 or 720-798-5805  
 www.frontierfireprotection.com  
 EIN: 47-3729356

**INVOICE**

Invoice # 00037467  
 Invoice Date 02/09/2023  
 Invoice Terms Net  
 Due Date 03/11/2023  
 Reference #  
 WO # WO - 00037467

**BILL TO**

St. Vrain Water Authority  
 PO Box 70  
 Firestone, Colorado 80520  
 970.290.1092

**SERVICE LOCATION**

St Vrain Water Treatment Plant  
 6211 Zinnia Ave.,  
 Firestone, Colorado 80504  
 970.290.1092

**Remittance Information:**

Please send checks to: 6400 S Fiddlers Green Circle, Suite 1900. Greenwood Village, CO 80111  
 You can also pay by credit card at: <https://www.frontierfireprotection.com/product/pay/>

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Fire Alarm Monitoring - Annually	1	\$540.00	\$540.00
		<b>Sub-Total</b>	\$540.00
		<b>Sales Tax</b>	\$0.00
		<b>Total Invoice Charge</b>	\$540.00

**Service Notes:**

Annual Fire Alarm monitoring for account # AED3907 for February 2023 through January 2024



Ramey Environmental Compliance Inc.  
P.O. Box 99  
Firestone, CO 80520

# Invoice

Date	Invoice #
1/13/2023	25064

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

Description	Amount
Equipment - Water 01/03/23: (4) 3.5" SDS Binders	249.91
Facility Operator - 12/16/22 (Fri 10:30am - 11:30am): Aaron Evans on location for generator start up training. 1hr @ \$78/hr	78.00
MILEAGE 12/16/22: 10 miles @ \$0.625/mi	6.25
Thank you for your business!	<b>Payments/Credits</b> \$0.00
	<b>Balance Due</b> \$334.16





Ramey Environmental Compliance Inc.  
 P.O. Box 99  
 Firestone, CO 80520

# Invoice

Date	Invoice #
12/22/2022	24977

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

Description	Amount				
Lead Operator 12/01/22 (Wed. 9:00am - 12:00pm): Dan Wolf on location for injection pump start up. 3 hrs @ \$90/hr	270.00				
MILEAGE 12/01/22: 10 miles @ \$0.625/mi	6.25				
Facility Operator - 12/01/22 (Wed. 9:00am - 12:00pm): Operator on location for injection pump start up 3 hrs @ \$78/hr	234.00				
MILEAGE 9/7/22: 10 miles @ \$0.625/mi	6.25				
Lead Operator 12/09/22 (Fri. 9:30am - 11:00am): Dan Wolf on location to test vibration on injection pump train 2. 1.5 hrs @ \$90/hr	135.00				
MILEAGE 12/09/22: 10 miles @ \$0.625/mi	6.25				
Facility Operator - 12/01/22 (Wed. 9:00am - 11:30am): Operator on location for injection pump start up 2.5 hrs @ \$78/hr	195.00				
MILEAGE 12/01/22: 10 miles @ \$0.625/mi	6.25				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 5px;">Thank you for your business!</td> <td style="text-align: right; padding: 5px;"><b>Payments/Credits</b> \$0.00</td> </tr> <tr> <td></td> <td style="text-align: right; padding: 5px;"><b>Balance Due</b> \$859.00</td> </tr> </table>		Thank you for your business!	<b>Payments/Credits</b> \$0.00		<b>Balance Due</b> \$859.00
Thank you for your business!	<b>Payments/Credits</b> \$0.00				
	<b>Balance Due</b> \$859.00				

# INVOICE

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

Invoice #: 3078  
Date: 02-07-2023  
Due On: 03-07-2023

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

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Matter: ST. VRAIN WATER AUTHORITY-GENERAL-5053.001

## Services

Date	TMKPR	Description	Quantity
01-05-23	CS	Email to D. Lindsay regarding January meeting; draft notice of meeting cancellation; email to D. Lindsay and R. Roberto regarding notice and posting; email to Board regarding the same.	0.40
01-10-23	CS	Review and file 2023 budget documents with the Division of Local Government.	0.20
01-13-23	TF	Call from Amber Kauffman and review of information she provided.	0.20
01-25-23	TF	Review of audit requirements for 2020 and 2022; also reviewed Firestone audit for 2021.	1.00

Services Subtotal: \$639.00

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Subtotal	\$639.00
Total	\$639.00
Payment	\$0.00
<b>Total Charges this Invoice</b>	<b>\$639.00</b>

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Statement Account Summary

Previous Balance		New Charges		Payments Received		<b>Total Amount Outstanding</b>
\$2,567.00	+	\$639.00	-	\$2,567.00	=	<b>\$639.00</b>

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Crystal Schott	CS	0.60	235.00	\$141.00
Tim Flynn	TF	1.20	415.00	\$498.00

Total Client Balance \$639.00

Total Matter Balance \$639.00

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

# INVOICE

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

Invoice #: 2969  
Date: 01-06-2023  
Due On: 02-06-2023

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

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Matter: ST. VRAIN WATER AUTHORITY-GENERAL-5053.001

## Services

Date	TMKPR	Description	Quantity
12-06-22	CS	Begin working on meeting matters, including conference regarding Open Records Policy and Resolution with TF.	0.30
12-07-22	CS	Begin work on December meeting matters.	0.30
12-08-22	TF	Review of Open Meetings Law; prepared Policy and Resolution for consideration by Board; email to D. Lindsay; meeting coordination with CS.	1.00
12-08-22	CS	Draft December 12, 2022 Notice; email to and conference with TF regarding meeting matters; review November 14, 2022 minutes; work on meeting packet.	1.40
12-09-22	CS	Conference with TF; work on and finalize meeting packet; additional revisions to documents; email to Board regarding the same.	0.70
12-09-22	TF	Coordination re: meeting packet; preparation and review of Open Records Custodian Resolution and CORA Request Policies.	0.50
12-12-22	CS	Work on additional meeting matters; email regarding revised resolution.	0.20
12-12-22	TF	Attendance at board meeting and follow up;	1.20

Services Subtotal: \$1,745.00

Subtotal	\$1,745.00
Total	\$1,745.00
Payment	\$0.00
<b>Total Charges this Invoice</b>	<b>\$1,745.00</b>

Statement Account Summary

Previous Balance		New Charges		Payments Received		Total Amount Outstanding
\$822.00	+	\$1,745.00	-	\$0.00	=	<b>\$2,567.00</b>

Timekeeper Summary

Name	Initials	Hours	Rate	Total
Crystal Schott	CS	2.90	220.00	\$638.00
Tim Flynn	TF	2.70	410.00	\$1,107.00

Total Client Balance \$2,567.00

Total Matter Balance \$2,567.00

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

## **Agenda Item 4(e)**

**NOTICE OF  
ST. VRAIN WATER AUTHORITY  
BOARD OF DIRECTORS  
QUORUM EVENTS**

**Notice is hereby given that three or more Directors for the St. Vrain Water Authority may be in attendance at the following events noted below:**

- Firestone Board of Trustees Work Sessions – Second and Fourth Wednesday of each month at 6:00 PM – Firestone Police and Courts, 9900 Park Avenue, Firestone, CO 80504
  - Firestone Board of Trustees Regular Meetings – Second and Fourth Wednesday of each month at 6:30 PM – Firestone Police and Courts, 9900 Park Avenue, Firestone, CO 80504
- 
- St. Vrain Water Authority Board of Directors Meetings – Second Monday of each month at 4:00 PM – Firestone Town Hall, Deitman Conference Room, 9950 Park Avenue, Firestone, CO 80504
- 

Dated this 13<sup>th</sup> day of February, 2023.

ST. VRAIN WATER AUTHORITY

By: /s/ Dave Lindsay  
Secretary

## **Agenda Item 4(f)**



**RESOLUTION 2023-02**

**ST. VRAIN WATER AUTHORITY**  
**BOULDER, LARIMER AND WELD COUNTIES, COLORADO**

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**A RESOLUTION OF THE ST. VRAIN WATER AUTHORITY DESIGNATING THE AUTHORITY’S OFFICIAL RECORDS CUSTODIAN AND ADOPTING A POLICY FOR RESPONDING TO OPEN RECORDS REQUESTS**

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**WHEREAS**, the St. Vrain Water Authority (“Authority”) is a quasi-municipal corporation and political subdivision of the State of Colorado established pursuant to the St. Vrain Water Authority Establishing Contract dated April 24, 2019 (“Establishing Contract”) entered into by and between the Town of Firestone and the Little Thompson Water District (“Water District” and collectively the “Members”); and

**WHEREAS**, pursuant to the Establishing Contract and C.R.S. 29-1-204.2, the Authority’s Board of Directors (“Board”) is charged with conducting the business and affairs of the Authority; and

**WHEREAS**, the Board is expressly authorized to adopt regulations and by implication, policies and procedures with respect to the exercise of its powers and for carrying out the purposes of the Authority; and

**WHEREAS**, the Authority has determined that it is necessary and in the best interest of the Authority to designate an official records custodian and adopt policies on responding to Open Records Requests; and

**WHEREAS**, the Board of Directors fully supports, and complies with, all Federal and State laws relating to the retention, protection and disclosure of Authority records including, but not limited to, the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“CORA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Privacy Rule promulgated by the U.S. Department of Health and Human Services which interprets and implements HIPAA; and

**WHEREAS**, it is the policy of the Authority that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

**WHEREAS**, public records are defined by CORA as all writings made or maintained by the Authority, including email correspondence regardless of the format or medium of the records, subject to certain exceptions.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the St. Vrain Water Authority, Counties of Boulder, Larimer and Weld, Colorado, as follows:

**Section 1.** Official Records Custodian.

(a) The Authority's Secretary is hereby designated as the Official Records Custodian ("Records Custodian") responsible for the maintenance, care and keeping of all records of the Authority, except as provided herein.

(b) The Records Custodian shall have the authority to designate such agents as he/she shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

**Section 2.** Policy on Responding to Open Records Request. The following are general policies concerning the release of public records:

(a) All public records of the Authority shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board of Directors in conformance with CORA.

(b) Upon receipt, all requests by a citizen, entity or federal or state agency, Authority member, subpoena, administrative or court order or other legal process to inspect and/or copy any Authority record (collectively referred to a "Records Request") shall immediately be sent to the Authority's Records Custodian.

(c) Every Records Request shall be submitted to the Authority's Records Custodian in writing and be specific as to the information desired. If any question arises as to the propriety of fully complying with a Records Request, the Records Custodian shall immediately forward it to the Authority's legal counsel.

(d) The Authority's legal counsel shall determine the Authority's obligations under applicable federal and/or state law. If the Authority is permitted to comply with the Records Request in whole or in part, the Authority's legal counsel will so notify the Authority's Records Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable federal or state law.

(e) If the Authority's legal counsel determines the Authority in the exercise of its discretion should not or is not permitted by federal or state law to comply with the Records Request in either whole or in part, legal counsel shall provide a written response to the party submitting the Records Request stating the legal basis upon which the Records Request in whole or in part is being denied.

(f) Pursuant to CORA, all records must be made available for inspection within three (3) working days unless extenuating circumstances exist. The deadline may be extended by seven (7) working days if extenuating circumstances exist and the requesting party is notified of the delay within the statutory period. The Records Custodian may set the time during normal office hours and the place for records to be inspected and require that the Records Custodian or a delegated employee be present while the records are examined.

Inspection of the Authority's public records shall be made, where permitted by law, during normal business hours Monday through Friday, except on holidays, or at an hour specifically set by the Records Custodian for each particular request for inspection.

(g) A public record stored in a digital format that is neither searchable nor sortable will be provided in such digital format. Public records stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless: (1) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copyright or licensing agreement between the Authority and a third party; (2) producing the record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format; or (4) if the Records Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the propriety or protected information. Altering an existing digital public record, or excising fields of information that the Records Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section (2)(h)(iv) of this Resolution.

(h) The Records Custodian may charge the following fees (collectively, the "Fees") for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of twenty-five cents (\$0.25) per standard page, and at the actual costs of production for any non-standard page ("Copying Fee"). A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Records Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request ("Outside Copying Fee").

(iii) If a copy, printout, or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production ("Production Fee").

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by the Authority, such data manipulation will be assessed at the actual costs to the Authority ("Manipulation Fee"); however, the Authority is in no way obligated to generate a record that is not otherwise kept, made, or maintained by the Authority.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery ("Transmission Fee"). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than: one (1) hour of staff time, the Custodian may charge a research and retrieval fee not to exceed thirty-three dollars and fifty-eight cents (\$33.58) per hour, or the maximum amount allowed by the Executive Committee of the State Legislative Council, whichever is greater (“Research and Retrieval Fee”).

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) the Authority may charge the actual costs of creating a privilege log identifying the privileged records (“Privilege Fee”). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(i) If the estimated Fees to produce the records will exceed three-hundred dollars (\$300), the Authority may require a thirty percent (30%) deposit of the estimated Fees prior to commencing work to produce the records. Payment of the remainder of the Fees, including all actual costs exceeding the estimated amount, must be made prior to the time of inspection or release of the final work product or copies.

(j) No person shall be permitted to inspect or copy any records of the Authority if, in the opinion of the Records Custodian after consultation with the Authority’s legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.

**Section 3.** Severability. If any part, section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

**Section 4.** Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board of Directors of the Authority.

The foregoing Resolution was approved and adopted this 13<sup>th</sup> day of February, 2023.

**ST. VRAIN WATER AUTHORITY**

By: \_\_\_\_\_  
Julie Svaldi, President

Attest:

\_\_\_\_\_  
David Lindsay, Secretary

## **Agenda Item 4(g)**

**CorKat Data Solutions**  
PO Box 7451  
Loveland, CO 80537  
9707763777  
www.corkatdata.com



**CorKat** Data Solutions, LLC  
infinite possibilities

## Low Voltage Wiring Project

Quote # 003910

Version 1

# St. Vrain Water Authority



## Statement of Work

### CorKat Preliminary Scope of Work

**\*\*\* Update as of 1/13/23 - Actual work performed\*\*\***

As could be expected there was a fair amount of scope creep with the rotation of electricians and items that were initially planned to be done by them as listed below and what it actually took. Materials costs also rose appreciably from the original quote from May/June timeframe.

For everything done, most especially running cabling into the plant for wireless access points, I believe SVWA has turned out very well financially. John's expertise and timeliness to respond to unforeseen issues, was a tremendous asset as we had many conversations regarding the state of work at the plant, when we could jump in, and addressing the deficiencies.

**MDF Setup - Complete**

**Wall Trim-out - Complete**

**Access point installation - Complete**

**Add-ons beyond original scope - T&M for running of 8 single cable drops of Cat 6 Plenum Cable plus 3 additional cable drops for HVAC (2) and fire (1)**

**\*\*\* End of update - original statement of work is below \*\*\***

This project is for completing the low voltage wiring and placement of infrastructure. The electrical contractor is to provide and run all Category 6 network wiring to the electrical room where Comcast is delivering service, etc.

CorKat's part of this is to provide termination of the wiring, provide a wall mount enclosure, patch panels, wall plates, and installation of wireless access points.

This information is based on a walkthrough done onsite before any network wiring was placed. If changes are needed beyond what was seen and is listed, we will notify the authority of modifications and any costs associated.

One item that is not in the scope right now is the quantity and length of patch cables for devices to be connected to the physical network.

MDF Setup:

1ea 18U Deluxe IT wall mount cabinet enclosure

2ea 48 port patch panels

Keystone jacks for wall and patch panels

Wall plates

Wall trim-out:

Terminating and full labeling of network cables / wall plates

Access point installation



# Low Voltage Wiring Project

**Quote Information:**

Quote #: 003910  
Version: 1  
Delivered: 01/13/2023  
Expires: 01/31/2023


**Prepared for:**

St. Vrain Water Authority  
Dave Lindsay  
PO Box 70 6211 Zinnia Avenue  
Firestone, CO 80520  
David.Lindsay@stvrainwaterauthority.com

**Prepared by:**

CorKat Data Solutions  
Scott Gattis  
(970) 556-3042  
sgattis@corkatdata.com



Equipment / Software		Price	Qty	Ext. Price
	<b>Parts and labor necessary to install 10 CAT 6 network wiring drops in new jobsite trailer.</b>	\$9,647.00	1	\$9,647.00
<b>Equipment / Software Subtotal</b>				<b>\$9,647.00</b>

Quote Summary	Amount
Equipment / Software	\$9,647.00
<b>Total</b>	<b>\$9,647.00</b>

See attached documents.

By signing this Quote Agreement, you acknowledge that you have the authority to enter into the terms of this agreement, reviewed the CorKat Data Solutions, LLC Terms & Conditions, the Service Level Agreement, and agree to be legally bound to these terms. The documents are available at <http://www.corkatdata.com/terms>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Agenda Item 4(h)**

**CorKat Data Solutions**  
PO Box 7451  
Loveland, CO 80537  
9707763777  
www.corkatdata.com



**CorKat** Data Solutions, LLC  
infinite possibilities

## Hosting & IT Management

Quote # 003830

Version 1

# St. Vrain Water Authority



## Statement of Work

### CorKat Preliminary Scope of Work

**\*\*\*Update - 1/3/23\*\*\***

**Hardware- Licensed firewalls (2), HA firewalls (2), wireless access points (8), 48 port switch (1), Sophos switch support services (1), firewall rack mount kits (2) were purchased by SVWA and invoiced on 6/1/22 and have been paid for. They are not shown on this quote.**

**A Dell Latitude 5530 laptop (1), Dell Performance Dock (1), Dell Wireless Keyboard & Mouse combo (1), and computer configuration services were purchased and billed on 7/27/22 - this bill has also been paid.**

**The remaining services (hosting, licensure, support, backups, colocation space in CorKat, remain to be billed). This quote now reflects these items. Microsoft has increased price of RDP licenses so they are shown at \$8.00 per month instead of the \$7.00 that was quoted months ago. Microsoft subscription charges are subject to changes by them and we will adjust to reflect their current price structure.**

**Project work also remains to be billed on server, firewall, switch, & wireless access points configuration, onsite work by CorKat team, etc. and will be billed as described previously on actual hours taken.**

**Low voltage wiring work will be on a separate transaction and updated to reflect changed statement of work, etc.**

**Servers have been configured and are ready for deployment.**

\*\*\*\*\*

**This is an initial estimate of resources, products, and project work to be provided to SVWA and is subject to review / resource changes, etc. as more becomes known on the IT network, the users, applications to be run, etc. We anticipate more information will be forthcoming from the authority as to proposed application needs / system (laptop/desktop, etc.) needs if being purchased by authority, etc.**

**IT Servers to be hosted at CorKat are to take on the roles and resources as follows:**

**RDS Server:**

**The RDS server is where authorized users connect to the hosted environment, pass security checks, and where applications are installed and run in CorKat's cloud computing environment. Most information going between CorKat and SVWA amounts to screen updates, mouse movements, and keyboard input. The applications and data remain at rest in CorKat**

unless attached to emails, etc.

Initial estimate of RDS will be 4vCPUs, 24GB RAM, 150GB Storage, Windows Server SPLA, Office SPLA, Static IP Address, five RDS Client Access Licenses (need 1 per user)

**Domain Controller:**

The Domain Controller (DC) is a resource where files reside, separated from the RDS environment. We anticipate the use of 2vCPUs, 4GB RAM, and 500GB storage.

RAM and vCPU counts may be adjusted up or down as needed in operations and require a reboot for changes to be applied. Storage volumes may be increased but not decreased and we can add more in a hot-add method without rebooting.

Backups are seven days by default to dedicated storage at CorKat. Intervals for retention, backing up to our Colorado Springs equipment, etc. can be discussed and quoted.

Critical Multifactor Authentication and User Awareness training are included with each desktop under management. If other people are authorized by the authority and need access but don't have systems under management, MFA may be purchased for \$4.50 per user per month and security awareness training is \$5.00 per user per month. RDP licenses would be needed as well (one additional RDP license is in the quote at this time)

Managed Desktops & Servers are shown at the 11x5 support rates quoted - 6:00AM to 5:00PM Monday-Friday with the authority paying for 24/7/365 on a per incident basis as opposed to paying premium rates on all systems under support. If this is to be changed to the 24/7/365 rates, please let us know and we will adjust accordingly.

CorKat can provide Microsoft 365 Licenses. At this time we are showing a quantity of four licenses that provide the Office Application Suite and Email Services.

~~Sophos XGS 126 firewalls are listed at quantity two in the proposal. One is to be housed at the treatment facility, one is to be co-located at CorKat to establish a secure tunnel between the sites. The XGS series is certified under FIPS 140-2 encryption standards called for in many government agencies. A rackmount kit for the XGS 126 to be placed at the treatment facility is listed.~~

Part of the project time will be required to configure the firewalls and build the tunnel between them. Policy to separate OT and IT networks in 192.168.x.x subnet (SCADA) and 172.16.x.x subnets will be implemented in this process. Firewalls are also to be programmed to fail over to alternate connection (i.e. LTE access) should the primary connection with Comcast be interrupted.

Sophos hardware and software protections used (firewalls, wireless access points, switches, endpoint protection, AV, anti-ransomware, email suite) are all part of the Sophos Synchronized Security strategy.

~~Wireless Access Points are shown in three different models and the mix of types and quantities is to be determined during a walkthrough to establish placement and coverage~~

~~based on the authority's needs.~~

~~A Sophos 48 port switch with Power over Ethernet capability is listed so it can handle LAN, WiFi, and VoIP traffic.~~

Project fees for configuration of servers, onboarding, configuration & placement of hardware, etc. will be based on actual time taken, as the mix of products and services, usage, etc. are not fully defined at this time.

## Hosting & IT Management

**Quote Information:**

Quote #: 003830  
Version: 1  
Delivered: 01/04/2023  
Expires: 01/24/2023






**Prepared for:**

St. Vrain Water Authority  
Dave Lindsay  
PO Box 70 6211 Zinnia Avenue  
(County Rd. 26)  
Longmont, CO 80504  
David.Lindsay@stvrainwaterauthority.com

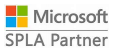
**Prepared by:**

CorKat Data Solutions  
Scott Gattis  
(970) 556-3042  
sgattis@corkatdata.com




Hosting Services		Recurring	Qty	Ext. Recurring
	<b>Intel Xeon CPU</b>	\$18.00	6	\$108.00
	<b>1GB DDR4 Memory</b>	\$13.00	28	\$364.00
	<b>GB Data Storage</b>	\$0.25	650	\$162.50
	<b>Internet Bandwidth</b>	\$15.00	5	\$75.00
	<b>IP Address for public facing applications</b>	\$5.00	1	\$5.00
<b>Hosting Services Recurring Subtotal</b>				<b>\$714.50</b>

SPLA Services		Recurring	Qty	Ext. Recurring
	<b>Microsoft Windows Server Standard SPLA License</b>	\$25.00	2	\$50.00


SPLA Services		Recurring	Qty	Ext. Recurring
	Windows RDP "user license"	\$8.00	5	\$40.00
	Microsoft Office Professional Plus Edition "user license"	\$18.25	1	\$18.25
<b>SPLA Services Recurring Subtotal</b>				<b>\$108.25</b>


Managed Services		Recurring	Qty	Ext. Recurring
	Managed Desktop Tier II Advanced Support Includes - Proactive monitoring 24/7/365 - Patch Management, General System Maintenance , Unlimited remote support during business hours, Sophos Intercept X Advanced Workstation w/EDR & MTR, Sophos Email Advance, So	\$119.00	4	\$476.00
	Duo's two-factor authentication solution to protect every user and get basic access controls,	\$0.00	4	\$0.00
	Basic Security Awareness Training, Phishing Simulations, Dark Web Monitoring,	\$0.00	4	\$0.00
	Tier II Server Advance Support Includes -Proactive monitoring 24/7/365 - Patch Management, General System Maintenance and System Alerts. -Unlimited ticketing support - During business hours, Sophos Intercept X Advanced Server w/EDR & MTR Ransomware prot	\$179.00	2	\$358.00
<b>Managed Services Recurring Subtotal</b>				<b>\$834.00</b>

Backup Services		Recurring	Qty	Ext. Recurring
	Daily Backup Per GB (7-day Retention)	\$0.12	650	\$78.00
<b>Backup Services Recurring Subtotal</b>				<b>\$78.00</b>

Monthly Services		Recurring	Qty	Ext. Recurring
	Colocation Bundle - 2U/20 Amp Circuit	\$79.00	1	\$79.00



Monthly Services		Recurring	Qty	Ext. Recurring
	<b>Fully installed Office on PC/Mac - Office apps on tablets and phones Email with 50 GB mailbox 1 TB file storage and sharing HD video conferencing</b>	\$12.50	4	\$50.00
<b>Monthly Services Recurring Subtotal</b>				<b>\$129.00</b>

Professional Services		Price	Qty	Ext. Price
	<b>Professional services support - Actual labor hours to be billed for work after final scope is determined, approved and carried out</b>	\$150.00	0	\$0.00

Recurring Expenses Summary	Amount
Hosting Services	\$714.50
SPLA Services	\$108.25
Managed Services	\$834.00
Backup Services	\$78.00
Monthly Services	\$129.00
<b>Recurring Total</b>	<b>\$1,863.75</b>

Term Options	No. of Payments		Amount
<b>36 Month Terms</b>	<b>36</b>	<b>Monthly</b>	<b>\$1,863.75</b>

See attached documents.

By signing this Quote Agreement, you acknowledge that you have the authority to enter into the terms of this agreement, reviewed the CorKat Data Solutions, LLC Terms & Conditions, the Service Level Agreement, and agree to be legally bound to these terms. The documents are available at <http://www.corkatdata.com/terms>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Agenda Item 4(i)**

**RESOLUTION 2023-03**

**ST. VRAIN WATER AUTHORITY**

**BOULDER, LARIMER, AND WELD COUNTIES, COLORADO**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ST. VRAIN WATER AUTHORITY APPROVING A PHONE SYSTEM SERVICES AGREEMENT BETWEEN THE ST. VRAIN WATER AUTHORITY AND SANCTIFIED COMMUNICATION LLC**

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**WHEREAS**, the Board of Directors (“Board”) of the St. Vrain Water Authority (“Authority”) has the power and authority pursuant to its Establishing Agreement and C.R.S. 29-1-204.2 *et. seq.*, to enter into contracts and agreements effecting the affairs of the Authority; and

**WHEREAS**, the Authority has requested and received a proposal from Sanctified Communication LLC, a Colorado limited liability company (“Sanctified Communication”) to design and install a telephone system for the Authority’s water treatment plant; and

**WHEREAS**, the Authority has been presented with an Agreement for Phone System Services whereby Sanctified Communication will design and install a telephone system within the Authority’s water treatment plant which is acceptable to the Authority; and

**WHEREAS**, the Authority’s Board, after reviewing Sanctified Communications proposal and the Agreement, desires to enter into the Agreement with Sanctified Communication for the design and installation of a telephone system in the Authority’s water treatment plant.

**NOW, THEREFORE, BE IT RESOLVED BY** the Board of Directors of the St. Vrain Water Authority that:

1. **Approval of Agreement.** The Agreement between the Authority and Sanctified Communications in substantially the form attached hereto as Exhibit 1 is hereby approved. The Authority’s President and Secretary, or if one or both of them are unavailable, any other appropriate officer of the Authority is hereby authorized to execute the Agreement by and on behalf of the Authority.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of February, 2023 by the Board of Directors of the St. Vrain Water Authority by a vote of \_\_\_\_\_ FOR and \_\_\_\_\_ AGAINST.

**ST. VRAIN WATER AUTHORITY**

By: \_\_\_\_\_  
Julie Svaldi, President

**Attest:**

\_\_\_\_\_  
Dave Lindsay, Secretary

## AGREEMENT FOR PHONE SYSTEM SERVICES

**THIS AGREEMENT FOR PHONE SYSTEM 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 9950 Park Avenue, Firestone, Colorado 80504 and Sanctified Communication LLC a Colorado limited liability company, (“Contractor”), whose address is 6420 Seaside Drive, Loveland, Colorado 80538. Authority and Contractor 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 is in the process of acquiring and will thereafter operate a reverse osmosis water treatment plant, deep injection well, and related facilities; and

**WHEREAS**, the Authority is in need of obtaining services for the design and installation of a telephone system for the St. Vrain Water Treatment Plant (“Project”); and

**WHEREAS**, at the request of Authority, Contractor submitted a proposal for the Project; and

**WHEREAS**, Contractor 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 Contractor’s proposal, has decided to retain Contractor 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 Contractor agree as follows:

1. **Scope of Work**. Contractor shall perform the work, as more particularly described in **Exhibit A** (consisting of 3 pages) 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 Contractor by this Agreement (collectively the “Services” or the “Project”).

2. **Notice to Proceed.** As soon as practical, after Authority has executed this Agreement, Contractor shall proceed with the work.

3. **Completion Date.** Contractor 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 Contractor 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 Contractor, 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 no later than **December 31, 2023.**

3.1 **Deliverables.** Without in any way limiting the deliverables as described in the Scope of Work, Contractor shall provide the Authority with an electronic and a hard copy of all final product documents and reports prepared by Contractor pursuant to this Agreement. In addition, all deliverables shall comply with such reasonable requirements as the Authority’s manager may establish from time to time, provided those requirements are communicated in writing to Contractor no later than twenty (20) days following the execution of this Agreement by both Parties.

4. **Responsibility for Services.** The Authority shall not supervise the work of Contractor or instruct Contractor on how to perform the Services. Contractor 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 Contractor or by any subcontractor hired by Contractor and approved by Authority in accordance with paragraph 12 below. Without entitling Contractor to additional compensation and without limiting Authority’s remedies, Contractor shall promptly remedy and correct any errors, omissions or other deficiencies in the Services. Contractor warrants that all Services provided under this Agreement shall be performed with competence and in accordance with the standard of care of Contractor’s profession prevailing in Colorado.

5. **Compensation.** Authority shall compensate Contractor in accordance with Contractor’s hourly rates and reimbursable costs as set forth on **Exhibit A** as attached hereto and incorporated herein by this reference; provided, however, that the total amount of compensation that Contractor shall receive under this Agreement, including the cost for Contractor’s approved subcontractors, shall not exceed **\$ .00** without Authority’s prior express written consent.

The compensation to be paid Contractor 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 A**. Contractor further represents and agrees that except as set forth on **Exhibit A** the reimbursable costs to Contractor together with any approved subcontractor costs are at Contractor's actual cost and do not include any additional mark-up whatsoever. It is understood and agreed that Contractor will contract with and pay directly any and all approved subcontractors retained by Contractor for any Services or portion thereof provided under this Agreement.

(a) **Rates and Employee Categories.** **Exhibit A** sets forth the projected man hours for the work, and the hourly rates and category of Contractor's employees that are expected to perform the work under this Agreement. Contractor agrees that all labor performed hereunder shall be performed for an hourly rate and by the category of employee identified on **Exhibit A**, except that if any work is performed by an employee whose hourly rate is less than the rate described on **Exhibit A**, 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.

6. **Method of Payment.** Contractor 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. Contractor shall submit with each invoice such supporting documentation as Authority may reasonably request. Each invoice submitted by Contractor shall constitute a representation to Authority that the Services are completed to the point as represented in the billing invoice. Unless Contractor 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 Contractor regarding an invoice.

7. **Conflict of Interest.** Contractor 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 Contractor or otherwise interferes with the ability of Contractor to perform the Services required by this Agreement.

8. **Records and Audits.** Contractor 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. Contractor shall make available for audit and reproduction by Authority all

records, in whatever form, related to the Services. Contractor shall provide such availability during the term of this Agreement and for two (2) years after final payment. Contractor shall refund to Authority any charges determined by Authority's audit to be inconsistent with this Agreement.

9. **Confidentiality of Information.** Except as required by law or as is necessary for the performance of the Services, Contractor 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. Contractor shall not disclose such information to others without the prior written consent of Authority's representative. Notwithstanding the foregoing, Contractor 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 Contractor or its agents or employees; (ii) was available to Contractor on a non-confidential basis prior to its disclosure by Authority; and (iii) becomes available to Contractor from a third party who is not, to the knowledge of Contractor, bound to retain such information in confidence.

10. **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 Contractor 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 Contractor from and after the date Contractor has been paid in full all monies due Contractor hereunder. Notwithstanding the foregoing, Contractor may retain a copy of all printed material, electronic or other documents prepared under this Agreement.

11. **Changes in Services.** 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 Contractor to proceed with the material change, Contractor shall be paid for the change as agreed to by the Parties.

12. **Approval of Subcontractors.** Contractor shall not employ any subcontractor without the prior written approval of Authority's representative, nor shall Contractor 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. Contractor shall be responsible for the coordination, accuracy, and completeness of all



Services in accordance with generally accepted principles and practices of Contractor's profession, regardless of whether the Services are performed by Contractor or one or more subcontractors. Contractor shall endeavor to bind any of its approved subcontractors, if any, to the terms of this Agreement. In the event that any subcontractor is unwilling or unable to comply with any term or provision of this Agreement, Contractor 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 subcontractor or may request that a different subcontractor be retained. This Agreement may be terminated by Authority if subcontracted or assigned, either in whole or in part, by Contractor without the express written consent of Authority's representative.

13. **Independent Contractor.** In the performance of the Services, Contractor shall be, for all purposes, an independent contractor and not an employee or agent of Authority. Contractor and its employees and subcontractors shall in no way represent themselves to third parties as agents or employees of Authority.

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

15. **Payment of Taxes.** Contractor 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. Contractor shall indemnify Authority for any liability resulting from nonpayment of such taxes and sums. Authority is exempt from State and Local sales taxes and a copy of the Tax Exempt Certification will be provided to Contractor.

16. **Insurance.** Neither Contractor nor any subcontractor, agent or employee thereof, shall continue work on any Services until the following minimum insurance coverages have been obtained:

(a) **Workers' Compensation Insurance.** Contractor and each subcontractor, 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. Contractor and each subcontractor shall carry separate policies.

(b) **Commercial General Liability Insurance.** Contractor and each subcontractor, 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.

(c) **Automobile Liability Insurance.** Contractor and each subcontractor, 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.

The required commercial general liability and automobile policies shall: (1) name the Authority as an additional insured for coverage only, with no premium payment obligation; (2) provide a cross-liability/severability of interest clause; and (3) provide that the coverage for the Authority will not be impaired by Contractor's or any subcontractor's failure to comply with any of the terms or conditions of the policy.

Contractor and each subcontractor, if any, shall provide certificates of insurance (and renewals thereof) identifying this Agreement and demonstrating that the required coverages have been obtained. Contractor shall not allow any subcontractor, agent, or employee to commence work until appropriate certificates of insurance have been obtained and approved by the Authority. The coverages specified in each certificate of insurance shall not be terminated, reduced, or modified without providing at least thirty (30) days prior written notice to the Authority.

17. **Compliance with Laws and Workers Without Authorization.** In performing this Agreement, Contractor 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, Contractor certifies that Contractor shall comply with the provisions of § 8-17.5-101, *et seq.*, C.R.S. Contractor shall not knowingly employ or contract with a worker without authorization to perform Services under this Agreement or enter into a contract with a subcontractor that knowingly employs or contracts with a worker without authorization. Contractor 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. Contractor 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 Contractor obtains actual knowledge that a subcontractor performing Services under this Agreement knowingly employs or contracts with a worker without authorization, Contractor shall: (i) notify the subcontractor and Authority within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the worker without authorization, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. Contractor shall comply with all reasonable requests made in the course of

an investigation by the Colorado Department of Labor and Employment. If Contractor fails to comply with any requirement of § 8-17.5-102(2), C.R.S., the Authority may terminate this Agreement for breach, and Contractor shall be liable for actual damages to Authority. If Contractor participates in the Department Program, Contractor shall provide the affirmation required under § 8-17.5-102(5)(e)(III), C.R.S. to the Authority.

18. **Communications.** It is understood by Authority and Contractor that successful progress under this Agreement requires frequent, concise, and documented communication between the Party's representatives. Authority hereby designates **David Lindsay**, as Authority's representative, who may give information to and receive information from Contractor. Authority may change its designated representative or add additional representatives from time to time.

Contractor hereby designates **James Sprague**, as Contractor's representatives who may give information to and receive information from Authority and may separately bind Contractor. Contractor 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.

19. **Liability.** Contractor 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 Contractor, or Contractor's officers, agents or employees, or any of Contractor's Subcontractors, or their officers, agents or employees. This paragraph 19 shall survive termination of this Agreement.

20. **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 Contractor 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.

21. **Termination or Suspension.** 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 Contractor. If any portion of the Services shall be terminated or suspended, the Authority shall pay Contractor equitably for all services properly performed pursuant to this Agreement. If the work is suspended and Contractor 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, Contractor shall immediately deliver to the Board any documents then in existence, that have been prepared by Contractor pursuant to this Agreement.

22. **Default.** 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.

23. **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 Contractor fails or neglects to perform the Services in accordance with this Agreement, the Authority may elect to correct such deficiencies and charge Contractor for the full cost of the corrections.

24. **Term.** Unless sooner terminated in accordance with the provisions of paragraph 21 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, including but not limited to paragraphs 8, 9, 10, and 19.

25. **Force Majeure.** 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 Contractor's instruments of service within a reasonable period of time.

26. **Assignment.** Subject to the provisions of paragraph 12, 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 subcontractors nor suppliers of Contractor nor any other person or entity is intended by the Parties to be a third-party beneficiary of this Agreement.

27. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Colorado.

28. **Notice.** 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 Contractor:

James Sprague  
Sanctified Communications LLC  
6420 Seaside Drive  
Loveland, CO 80538

With a copy to: Not applicable at this time.

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.

29. **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.

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

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

**AUTHORITY:**

**ST. VRAIN WATER AUTHORITY**, a political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
Julie Svaldi, President

This Agreement is accepted by:

**CONTRACTOR:**

Sanctified Communications LLC, a Colorado  
limited liability company

By: \_\_\_\_\_

Name: James Sprague

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**EXHIBIT A**

**SCOPE OF WORK**

(following 3 pages)