

St. Vrain Water Authority
DLG I.D. No. 67144
Board of Directors Meeting
Agenda
April 17, 2023
4:00 PM at the Firestone Town Hall

- 1) **Roll Call**
- 2) **Consent Agenda**
 - a. Approval of March 13, 2023, Regular Meeting Minutes
- 3) **Public Comment – Please limit comments to 3 minutes**
- 4) **Action Items**
 - a. Payment of Bills
 - b. Review and Acceptance of Financials, if available
 - c. Authorization to Bind Insurance
- 5) **Discussion Items**
 - a. Website Update
- 6) **Reports**
 - a. Ramey Environmental – Plant Operations
 - b. Water Treatment Plant Construction Update
 - c. Auditor RFP Update
- 7) **Next Meeting**
 - a. May 8, 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
March 13, 2023
4:00 PM @ Firestone Town Hall

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

The following Directors were in attendance, to-wit:

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

Also, in attendance was Amber Kauffman (Little Thompson Water District), Rusti Roberto (Town of Firestone) and Brett Gracely (LRE Water). Wayne Ramey (Ramey Environmental), and 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 February 13, 2023 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:

There were no public comments.

Agenda Item 4a:

Director Lindsay reported to the board that there were several invoices that needed to be paid, including Sanctified Communications, CorKat Data Solutions, Ramey Environmental, Comcast, Black Hills Energy and Legal Counsel.

Director Lindsay mentioned he would be working with Jessica Clanton, Budget Director for the Authority, to get a summary of bills/invoices instead of copies of all the bills, as there will be many more invoices in the future.

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

Roll-Call Vote

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

Motion was passed unanimously.

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 Walker and Second by Director Svaldi.

Roll-Call Vote

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

Motion was passed unanimously.

Agenda Item 4c:

Director Lindsay referred the board to the packet to see the RFP for Administrative Management Services. He explained that there are many companies that provide this service that are specific to Special Districts and Authorities. He also reiterated to the board that this was budgeted in 2023.

Director Lindsay also mentioned that these companies would help assemble Board Packets, Meeting Notices, Board Meeting, Agendas, Financials, and essentially be the Keeper of the Records. He also mentioned that the RFP does not include Accounts Receivable Services at this time and the Town of Firestone would continue to do this.

Director Pasillas posed the idea of adding more information to Item #6 of the RFP to include AP/AR services so that when selecting the Management Service provider that the Authority would know the cost. Director Lindsay explained he would tidy a few items up within the RFP and put together a list of 6 companies to have at the next meeting.

Motion to approve the RFP for Authority Management Services was made by Director Pasillas and Second by Director Walker.

Roll-Call Vote

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

Motion was passed unanimously.

Agenda Item 4d:

Director Lindsay referred the board to the packet to see the RFP for Financial Audit Services. Director Lindsay reported that the Authority is required to submit the 2022 audit to the State by June but that we can request an extension out to October. This would allow the Authority to still have a CPA on board and perform an independent audit this year. The safety net is that Firestone will still be including the Authority finances in their audit.

Tim Flynn and Amber Kauffman will provide Director Lindsay with a list of company names to add to the list he will work on to solicit proposals from.

Motion to approve the RFP for Financial Audit Services was made by Director Pasillas and Second by Director Svaldi.

Roll-Call Vote

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

Agenda Item 4e:

Director Lindsay directed the board to the packet for the Insurance Proposals. Director Lindsay reported that he had previously sent out some initial insurance information to the Board as confidential information. These were insurance coverage quotes provided by the Colorado Special Districts Property and Liability Pool insurance carrier.

Director Lindsay explained that the packet included 4 proposals which included \$1,000 and \$5,000 deductibles. Two of the proposals provide for a fixed deductible for wind and hail damage coverage while two of them used the sliding scale deductible for that coverage. Director Lindsay explained that he has worked with companies that provided coverage under both deductible amounts.

Director Lindsay recommended proposal option number 3, the \$5,000 deductible without the wind and hail damage coverage fixed deductible. Director Svaldi and Director Pasillas also agreed. Director Lindsay will bring back a final copy of the proposal to the April meeting.

Motion to approve the Insurance Proposals was made by Director Walker and Second by Director Svaldi.

Roll-Call Vote

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

Agenda Item 5a:

Director Lindsay wanted to discuss with the Board the need to hire a company to come in and review the security measures at the Water Treatment Plant. He stated that the facility is secure now with a fenced perimeter, access-controlled gates, and door locks. Director Lindsay believes it would be prudent to have a security expert examine the site and the access to make recommendations on enhanced security measures such as cameras, entry alarms, and controlled access logging.

Director Lindsay explained he needed direction from the board. He explained that putting out an RFP to solicit for the site assessment work would help get the costs of improvements understood and it could be something that gets budgeted for next year.

Director Lindsay will put something together and present it at the next meeting.

Agenda Item 6a:

Director Lindsay handed out a summary report provided by Mr. Ramey articulating the work his team has been engaged in during the past month. Mr. Ramey then reviewed the report with the Board, there were no questions or comments from the Board.

Agenda Item 6b:

All chemicals have been delivered to the plant and formal Start Up and Testing plan has commenced. The plan involves starting at the front end of the plant and working through each of the three treatment process systems sequentially to ensure all equipment, controls, and monitoring function correctly.

Agenda Item 6c:

Director Lindsay reported that most of the work for phone and IT services are on hold until Start Up is complete and the furniture for the facility is brought in. At that time both will be remobilized to complete system installation, establish access controls with the Operators, and provide Operator training.

Agenda Item 6d:

Director Svaldi reported that Frank Jimenez had an appointment this week with Streamline Web Design Services and that he would report back to her with information. She explained that there would be a possible RFP coming soon.

Agenda Item 7a:

Several of the regular participants of the Board of Directors meetings had identified a scheduling conflict for the regular meeting date of April 10. The Northern Colorado Water Conservancy District would be holding their Spring Water Users event the same day. The Directors were all amenable to a special meeting on April 17. Next Meeting will be April 17, 2023, at Firestone Town Hall, starting at 4:00 PM.

Agenda Item 8:

Director Svaldi inquired about the CorKat training and when that might take place. She wanted to make sure that the training does get provided.

Brett Gracely, LRE Water, had questions for Wayne Ramey regarding new EPA notice regarding Cyber Security and wanted to know thoughts. Wayne was aware there were new guidelines and is going to investigate it more.

Agenda Item 9:

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

Agenda Item 4(a)

Approval of Bills

CURRENT LIST OF BILLS

Ramey Environmental Compliance	\$11,642.40
CorKat	\$ 69.00
Black Hills Energy	\$ 27.92
Comcast	\$ 25.14
CSD Property and Liability Pool	\$35,440.00
CSD Property and Liability Pool (Workers Comp)	\$ 317.00
Collins Cole Flynn Winn Ulmer, PLLC	\$ 1,175.00
Ramey Environmental Compliance	\$ 1,188.96
St Vrain Sanitation District	\$ 1,280.00

Agenda Item 4(b)

Balance Sheet

St. Vrain Water Authority

Balance Sheet

As of April 14, 2023

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10.1010 - Checking	42,464.80
Total Bank Accounts	\$42,464.80
Accounts Receivable	
Accounts Receivable (A/R)	0.00
Total Accounts Receivable	\$0.00
Total Current Assets	\$42,464.80
TOTAL ASSETS	\$42,464.80
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	0.00
Total Accounts Payable	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Retained Earnings	56,325.89
Net Income	-13,861.09
Total Equity	\$42,464.80
TOTAL LIABILITIES AND EQUITY	\$42,464.80

Profit and Loss

St. Vrain Water Authority

Profit and Loss

January 1 - April 14, 2023

	TOTAL
Income	
10.5000 - Cash Contributions	
10-5001 - Cash Contributions - Firestone	25,000.00
10.5002 - Cash Contributions - LTWD	5,000.00
Total 10.5000 - Cash Contributions	30,000.00
Total Income	\$30,000.00
GROSS PROFIT	\$30,000.00
Expenses	
10.6010 - Office Supplies	72.00
10.6110 - Legal Fees	3,865.50
10.6115 - Contract Operations	31,289.99
10.6140 - Bank Charges & Fees	-80.00
10.6220 - Liability Insurance	317.00
10.6300 - Dues and Fees	673.05
Chemicals	0.00
Telephone System	3,459.65
Utilities	4,263.90
Total Expenses	\$43,861.09
NET OPERATING INCOME	\$ -13,861.09
NET INCOME	\$ -13,861.09

Agenda Item 4(c)



Pool Administration
McGriff
1800 SW First Avenue, Suite 400
Portland, OR 97201
Phone: (800) 318-8870
Fax: (503) 943-6622

**INSTRUCTIONS AND CHECKLIST TO JOIN THE POOL BY PROPERLY EXECUTING
THE RESOLUTION AND INTERGOVERNMENTAL AGREEMENT (IGA)**

- ___ Please use the provided copies of the Resolution and IGA without alteration. When changes are warranted, please submit the modified draft Resolution (prior to Board action and signature) for review by the Pool Counsel for acceptance by the Pool Board of Directors.
- ___ The Board Chair must sign both the Resolution and IGA.
- ___ The Board's Secretary or other Board Director must attest to the Chair's signature on both the Resolution and IGA. If this attestation is not made by the Secretary, please indicate the name and position on the Board (if applicable) of the Director making the attestation.
- ___ Enter the current date on both the Resolution and IGA signature pages.
- ___ Enter the coverages and the effective dates on the second page of the Resolution. Subsequent renewal coverages or additions will be automatically recognized in the agreement.
- ___ Each District must designate on the Resolution specific individuals (not necessarily Board Directors) to be the Primary and Alternative Pool Representatives. These individuals may not be a company, and a single person may not serve as both the Primary and Alternative Representative.
- ___ Please enter a current email and mailing address for the Primary and Alternative Representatives. You may specify the individual's mailing address as being in care of a company.
- ___ Groups of related Districts must each provide separate signed documents if each is a separate legal entity. Each legal entity will have their own separate policy in the Pool.
- ___ Please indicate adoption of the Resolution by two Directors on Page 2 of the Resolution.
- ___ A copy of the Resolution and one original IGA document must be returned to McGriff Insurance Services, Inc., the Pool Administrator. If the District wishes to retain an original copy, please have duplicate originals signed at the same time.

**PLEASE NOTE IT IS IMPORTANT THAT CURRENT REPRESENTATIVE AND/OR
ALTERNATE INFORMATION BE MAINTAINED WITH THE POOL ADMINISTRATOR.
WE REQUEST ANY CHANGES BE SUBMITTED IN WRITING AS SOON AS POSSIBLE.**

RESOLUTION 2023-04

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

A RESOLUTION OF THE ST. VRAIN WATER AUTHORITY MAKING A DETERMINATION TO BECOME A MEMBER OF THE COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL

WHEREAS, the Board of Directors of the St. Vrain Water Authority (hereafter referred to as “the Authority”) has authority under Article XIV, Section 18(2)(a) of the Colorado Constitution, and §§ 24-10-115.5, 29-13-102, 29-1-201, et seq., and 8-44-204 of the Colorado Revised Statutes, as amended, to participate in a self-insurance pool for property and liability and/or workers’ compensation coverages;

WHEREAS, the Board of Directors has reviewed a contract to cooperate with other Colorado Special Districts by participating in a self-insurance pool for property and liability and/or workers’ compensation coverages entitled “Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool”, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution; and,

WHEREAS, the Board of Directors finds that participation in such a pool would be in the best interest of the Authority, its employees, if any, and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors Authority hereby:

Section 1. Approves the contract entitled Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool, a copy of which is attached hereto as Exhibit A and incorporated into this Resolution by this reference.

Section 2. Authorizes and directs the President of the Board of Directors to execute Exhibit A on behalf of the Authority.

Section 3. Directs the Secretary of the Board of Directors to transmit to the Colorado Special Districts Property and Liability Pool (hereafter referred to as “Pool”), McGriff Insurance Services, Inc., PO Box 1539, Portland, OR 97207-1539, an executed and attested copy of this Resolution and one original of Exhibit A.

Section 4. Designates David Lindsay as Authority’s initial Representative to the Pool and designates Julie Svaldi as the Authority’s Alternate Representative.

Section 5. Provides the following contact information for the Representative and Alternate Representative:

Representative Email Address: david.lindsay@stvrainwaterauthority.com

Representative Mailing Address: PO Box 70, Firestone, CO 80520

Representative Phone Number: 970-290-1092

Representative Email Address: julie.svaldi@stvrainwaterauthority.com

Representative Mailing Address: PO Box 70, Firestone, CO 80520

Representative Phone Number: 303-915-1203

Section 6. Understands that, with the adoption of this Resolution, the Authority becomes a member of the Pool, with coverage to be provided by or through the Pool on such date as determined by the Authority and Pool.

Director _____ moved the adoption of the above Resolution.

Director _____ seconded the adoption of the above Resolution.

This Resolution was adopted by a majority vote of the Board of Directors of the Authority on the 17th day of April, 2023.

ST. VRAIN WATER AUTHORITY

By: _____
Julie Svaldi, President

Attest:

David Lindsay, Secretary

**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS
PROPERTY AND LIABILITY POOL**

As Amended
SEPTEMBER 14, 2022

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**INTERGOVERNMENTAL AGREEMENT FOR THE
COLORADO SPECIAL DISTRICTS PROPERTY AND LIABILITY POOL**

ARTICLE 1. Definitions

As used in this Pool Agreement, the following terms shall have the meaning hereinafter set out:

- 1.1 **BOARD**: Board of Directors of the Pool.
- 1.2 **CLAIM YEAR**: Any twelve consecutive month period established by the Board. The "initial" claim year is the first claim year established for the Pool.
- 1.3 **DIRECTOR**: A person serving on the Board.
- 1.4 **MEMBER**: A Special District which enters into this Pool Agreement. An "initial" member of the Pool is a member which obtains coverage through the Pool during the initial claim year.
- 1.5 **MEMBER REPRESENTATIVE**: That person who is an elected official, employee, or other person designated in writing by a Member as its representative or alternate to the Pool.
- 1.6 **POOL**: The Colorado Special Districts Property and Liability Pool established pursuant to the Constitution and the statutes of this state by this Pool Agreement.
- 1.7 **POOL AGREEMENT**: This Intergovernmental Agreement for the Colorado Special Districts Property and Liability Pool.
- 1.8 **PUBLIC ENTITY**: A public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 1.9 **SPECIAL DISTRICT**: A political subdivision of the State of Colorado that is a unit of local government pursuant to Article 13, Title 29, C.R.S., as amended, or an authority organized pursuant to Part 8, Article 25, Title 31, C.R.S., as amended, that is a public entity pursuant to Section 24-10-103(5), C.R.S., as amended, and that is eligible for membership in the Special District Association of Colorado according to the Association's bylaws as amended and in effect from time to time. "Special District" also includes any separate entity created by intergovernmental agreement authorized by Part 2, Article 1, Title 29, C.R.S., as amended, if at least one of the contracting entities is a special district and if all of the contracting entities are units of a local government pursuant to Article 13, Title 29,

C.R.S., as amended, and are public entities pursuant to Section 24-10-103(5), C.R.S., as amended.

- 1.10 SDA BOARD: The Board of Directors of the Special District Association of Colorado.

ARTICLE 2. Creation of Pool

- 2.1 The Colorado Special Districts Property and Liability Pool is hereby formed by this Pool Agreement by Member Special Districts as a separate and independent governmental and legal entity pursuant to the provisions of Article XIV, Section 18(2) of the Colorado Constitution and Sections 29-1-201 et. seq., 8-44-101(1)(C) and (3), 8-44-204, 24-10-115.5, and 29-13-102, C.R.S., as amended.
- 2.2 Each Special District entering into this Pool Agreement has the power under Colorado law to make provision for the property and liability coverages, workers' compensation benefits, and risk management, claims handling, and other functions and services which constitute the specific functions and services jointly provided by means of the Pool.

ARTICLE 3. Purposes

- 3.1 The purposes of the Pool are to provide defined property, liability, workers' compensation and associated coverages, and claims and risk management services related thereto, for Member Special Districts through a self-insurance pool.
- 3.2 It is the intent of the Members to use Member contributions to defend and indemnify, in accordance with this Pool Agreement, any Member against stated liability or loss to the extent of the coverage provided by or through the Pool.
- 3.3 All income and assets of the Pool shall be at all times dedicated to the exclusive benefit of its Members.

ARTICLE 4. Non-Waiver of Governmental or Other Immunity

- 4.1 All Pool money, plus earned interest, is money derived from its Members which consist solely of Special Districts and a Public Entity within the State of Colorado. It is the intent of the Members and the Public Entity that, by entering into this Pool Agreement, they do not waive and are not waiving any immunity provided by any law to the Public Entity, Members or their public employees, as defined in Section 24-10-103(4), C.R.S., as amended.

ARTICLE 5. Participation

- 5.1 The Board shall have the authority to limit the Members of the Pool to those Colorado Special Districts which are members of the Special District Association of Colorado and

which properly enter into and adopt this Pool Agreement.

- 5.2 New Members, including special districts which have previously withdrawn or been expelled from the Pool, shall be admitted only upon approval by the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.3 A Member may participate in the Pool for either or both of the following purposes:
 1. The property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and risk management, claims handling and other functions and services related to such coverages;
 2. The workers' compensation coverages authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended, and risk management, claims handling, and other functions and services related to such coverages.
- 5.4 A Member who is participating in the Pool for one of the purposes set forth in Paragraph 5.3 may be authorized to participate in the Pool for the other of those purposes upon further compliance, as necessary, with Paragraph 5.1 and approval of the Board, subject to the payment of such sums and under such conditions as the Board in each case or from time-to-time establishes.
- 5.5 Upon a vote of the Directors, the Board shall have the authority to approve a Public Entity to participate in the Pool for one of the purposes set forth in Paragraph 5.3. If a Public Entity is allowed to participate in the Pool, the Board must adopt rules, pursuant to Subparagraph 14 of Paragraph 8.2, to ensure that participation by the Public Entity will not interfere or conflict with the Board's obligations to its Members or impair the financial condition of the Pool. The Board shall also have the authority, upon a vote of the Directors, to remove the Public Entity from participation in the Pool. A Public Entity approved by the Board to participate in the Pool is not a Member, does not have powers of a Member under Article 9, and may not request binding arbitration under Paragraph 16.11.

ARTICLE 6. Board of Directors and Officers

- 6.1 The Pool Board of Directors shall be composed of nine persons to be appointed by the SDA Board. Directors shall be appointed from among the Member Representatives, each from a different Member. At least one (1) Pool Director shall be appointed by the SDA Board from among the SDA directors. Pool Directors who are not SDA directors shall be appointed by the SDA Board from nominations received from Members. In no event may more than three Pool Directors be appointed from any one of the following types of special districts: Ambulance, Fire, Metropolitan, Park and Recreation, Sanitation, Water, Water and Sanitation, Hospital, or Library Districts. Nominations from the Members shall be submitted to the SDA Board at such time as the SDA Board may provide, and any

nomination must be approved by the Board of Directors of the Member submitting the nomination.

- 6.2 The Executive Director of the SDA shall serve as an ex-officio, non-voting Director on the Board. Additionally, an employee of the SDA, as designated by the Executive Director of the SDA, shall serve as a non-voting Director on the Board in the role of Pool Liaison, to act as an intermediary between the Pool Board and its vendors for the purpose of coordinating services.
- 6.3 Terms of the Directors shall be two-year, overlapping terms or until their successors have been appointed, except as provided herein. The term of office shall begin on a January 1, and end at midnight on a December 31, except that the Directors appointed to the first Board following the formation of the Pool shall begin their term prior to a January 1 if the SDA Board so directs. Directors may serve successive terms. The SDA Board shall appoint to the first Board following formation of the Pool, three Directors to serve one-year terms and four Directors to serve two year terms, with the successors of each appointed for two-year terms. Of the two additional persons to be appointed to the Board upon expansion of the Board from seven to nine persons, one shall be appointed to serve a one-year term and one shall be appointed to serve a two-year term, with the successors of each appointed for two-year terms; the terms of office of the two additional persons initially appointed may begin prior to a January 1 if the SDA Board so directs.
- 6.4 The officers of the Pool shall be: president, one or more vice presidents, secretary, one or more assistant secretaries, and comptroller. The officers shall be elected annually by and from among the Directors at the first meeting of the Board following each December 31.
- 6.5 A vacancy shall occur on the Board when a Director:
 1. Submits a written resignation to the Board;
 2. Dies;
 3. Ceases to be a Member Representative;
 4. Fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness; or
 5. Is convicted of a felony.
- 6.6 A change in which Member has designated a Director as its Member Representative, including alternates, does not cause a vacancy on the Board unless the change causes there to be more than three Directors appointed from the types of special districts listed in

Paragraph 6.1.

- 6.7 Any vacancy on the Board shall be filled by appointment by the SDA Board for the unexpired portion of the term.

ARTICLE 7. Meetings of the Board of Directors

- 7.1 The Board may set a time and place for regular meetings which may be held without further notice. The Members shall be notified of the time and place set for regular meetings.
- 7.2 Special meetings may be called by the President or by a majority of the Directors by mailing written notice at least ten (10) days in advance to all Directors or by unanimously executed waiver of notice.
- 7.3 Five Directors shall constitute a quorum to do business. All acts of the Board shall require approval of a majority of the Directors present, except as otherwise specifically provided in this Pool Agreement.
- 7.4 One or more or all Directors may participate in any meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence at the meeting.
- 7.5 Any action of the Board may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all Directors appointed to the Board. Such consent shall have the same effect as a unanimous vote. The consent may be executed in counterparts.

ARTICLE 8. Powers and Duties of the Board of Directors

- 8.1 The business and affairs of the Pool shall be managed by the Board which shall exercise all the authority and powers and discharge all the duties of the Pool, except as is otherwise provided in this Pool Agreement.
- 8.2 In addition to all other powers of the Board set out in this Pool Agreement, the Board shall have the power to:
1. Exercise all powers necessary to carry out the purposes of the Pool.
 2. Retain agents, independent contractors and employees necessary to administer and achieve the purposes of the Pool, including, but not limited to, attorneys, accountants, investigators, experts, consultants, and others.
 3. Purchase, sell, encumber, and lease real property, and purchase, sell, encumber or

lease equipment, machinery, and personal property.

4. Invest money as allowed for the Pool by Colorado statutes or by lawful regulations adopted pursuant to Colorado statutes, as from time-to-time amended.
 5. Purchase excess insurance, stop-loss insurance, and reinsurance as the Board deems prudent.
 6. Adopt and adjust the coverages provided through the Pool.
 7. Adopt and adjust contributions to the Pool.
 8. Enter into contracts including, but not limited to, contracts for risk management, claim adjustment, and brokerage services.
 9. Reimburse Directors for reasonable and approved expenses, including expenses incurred in attending Board meetings, and pay compensation to each Director for his or her services in a sum not to exceed the maximum sum which may by statute be paid as compensation for services of directors on Colorado special district boards of directors.
 10. Purchase fidelity bonds from an insurance company approved by the Insurance Commissioner of the State of Colorado to do business in Colorado.
 11. Establish reasonable and necessary loss reduction, prevention and risk management policies and procedures to be followed by the Members.
 12. Appoint committees from time to time as the Board considers desirable.
 13. Provide for claims and loss control procedures, and establish conditions to be met prior to the payment or defense of claims.
 14. Establish rules governing its own conduct and procedure, and the authority of its officers, not inconsistent with this Pool Agreement.
 15. Approve attorneys or firms of attorneys to represent Members in claims covered through the Pool.
 16. Delegate in writing fiduciary responsibilities or ministerial powers and duties to individual Directors or committees of the Board or to such agents, employees, and independent contractors as the Board considers desirable.
- 8.3 In addition to all other duties of the Board set out in this Pool Agreement, the Board shall have the duty to:

1. Have an audit of the financial affairs of the Pool be made annually by a certified public accountant in accordance with applicable laws and regulations, and provide a copy thereof to each Member.
2. Select a qualified actuary to conduct periodic reviews of the Pool's funds and any reviews required by the Insurance Commissioner of Colorado, and make recommendations to the Board based on such reviews.
3. Designate one or more persons or entities to administer the Pool.
4. Adopt a budget annually and report the budget to the Members.
5. Three persons shall be appointed annually to an expulsion committee to serve until January 1 of the year following the appointment. One person, to be appointed by the Board, shall be a director on the board, one person, to be appointed by the Board, shall be a representative of the person(s) or entity(ies) providing general administrative services to the Pool, and one person, to be appointed by the SDA Board, shall be a member of the SDA Board.

ARTICLE 9. Members' Powers and Meetings

9.1 The Members shall have the power to:

- a. Amend the Pool Agreement by a two thirds (2/3) vote of the Members present at a meeting. Written notice of any proposed amendment shall be provided to each Member at least forty-five (45) days in advance of any vote on the amendment.
- b. Dissolve the Pool and disburse its assets by a two thirds (2/3) vote of the Members present at a meeting, pursuant to such notice and in keeping with such procedure as shall be established by the Board, and upon which question proxy voting shall not be allowed. Notice of the dissolution and plan for disbursement of assets and payment of the remaining obligations of the Pool shall be mailed to the Insurance Commissioner of Colorado at least ninety (90) days prior to the effective date of the dissolution. The plan for disbursement of assets and payment of the remaining obligations of the Pool shall not take effect until approved by the Insurance Commissioner of Colorado. Upon dissolution of the Pool, the assets of the Pool not used or needed for the purposes of the Pool, as determined by the Board and subject to approval by the Insurance Commissioner of Colorado, shall be distributed exclusively to Special Districts which are members of the Pool prior to dissolution to be used for one or more public purposes.

9.2 Meetings of the Members shall be held as follows:

- a. Members shall meet at least once annually at a time and place to be set by the Board, with notice mailed to each Member at least thirty (30) days in advance.
- b. Special meetings may be called by the Board upon its own motion and shall be called by the Board upon written request of thirty (30) percent of the Members, with notice mailed to each Member at least thirty (30) days in advance.
- c. The president of the Pool shall preside at the meetings; a vice president of the Pool shall preside in the absence of the president.
- d. Twenty (20) percent of the Members shall constitute a quorum to do business.
- e. Except for action to dissolve the Pool, proxy voting shall be allowed, pursuant to such procedures as the Board may determine.
- f. Each Member shall be entitled to one vote on each issue, to be cast by its Member Representative. No Director may cast a vote for a Member under Article 9.
- g. Notwithstanding any other provision of the Pool Agreement, any amendment to the Pool Agreement, except an amendment relating to dissolution of the Pool, may be adopted without a meeting if an approval in writing, setting forth the amendment approved, is signed by the Member Representatives of at least two thirds (2/3) of the Members. The approval may be executed in counterparts.

ARTICLE 10. Obligations of Members

- 10.1 Each Member and any Public Entity participating in the Pool shall have the obligation to:
- a. Pay all contributions or other payments to the Pool at such times and in such amounts as shall be established by the Board. Any delinquent payments shall be paid with interest pursuant to a policy established by the Board and uniformly applied.
 - b. Designate in writing, a Member Representative and one or more alternates for the Members' meetings. The Representative and any alternate shall be an elected official, employee, or other designee of the Member, and may be changed from time-to-time. Any alternate may exercise all the powers of the Representative during a Member meeting in the absence of the Member Representative. No Public Entity Member may have a Member Representative or any alternates.
 - c. Allow the Pool and its agents, contractors, employees and officers reasonable access to all facilities and records of the Member as required for the administration of the Pool.

- d. Cooperate fully with the Pool and all agents, contractors, employees and officers thereof in matters relating to the Pool.
- e. Provide information requested by the Pool, and all agents, contractors, employees, and officers thereof, as reasonably required for the administration of the Pool.
- f. Allow the Pool to make decisions regarding, and to designate attorneys to represent the Member in, the investigation, settlement and litigation of any claim within the scope of coverage furnished through the Pool.
- g. Comply with the claims, loss reduction, prevention and risk management policies and procedures established by the Board.
- h. Promptly report to the Pool all incidents or occurrences which could reasonably be expected to result in the Pool being required to consider a claim, in any form required by the Board and in compliance with any applicable excess insurance or reinsurance.
- i. Promptly report to the Pool the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts, as directed by the Board and in compliance with any applicable excess insurance or reinsurance.

ARTICLE 11. Contributions

- 11.1 The Board shall establish Member and Public Entity contributions pursuant to guidelines established by the Board from time-to-time. The contributions may include an annual contribution and any additional contributions at such times and in such amounts as the Board deems necessary to insure the solvency and avoid impairment of the Pool or which the Board otherwise deems beneficial to protect the financial condition of the Pool. The Board may provide for disbursement of non-surplus credit balances which are, pursuant to guidelines adopted by the Board from time to time, due a Member, and such disbursements shall not be subject to the provisions of Paragraphs 11.2 or 15.1.
- 11.2 Any excess funds which the Board determines are not needed for the purposes of the Pool, may be distributed among the Members and former Members, subject to Paragraph 15.1, pursuant to the following:
 - 1. Any such distribution may be in the form of credits against future contributions or in the form of payments, or a combination thereof, as the Board may determine.
 - 2. Money distributed for any claim year shall be distributed only to those Members and former Members which were Members during that claim year and shall be distributed in order of claim year contribution, with Members and former Members

of the initial claim year to receive the initial credits.

3. The amount which may be distributed for any claim year shall be established by the Board which shall have discretion as to the amount and timing of any distribution. That amount may not exceed the net sum of (i) the net income of the Pool for that claim year less (ii) the portion of the Pool's net income which equals the amount of the excess loss reserve of the claim year prior to the claim year (which is subject to the distribution) which was taken into income in that claim year plus (iii) the excess loss reserve for the claim year which is subject to the distribution.
 4. For the purpose of this Paragraph 11.2, the term "excess loss reserves" means the amount by which the amounts credited to loss reserves and charged to operating expenses in any claim year exceed the actual losses (including loss adjustment expenses) for that claim year.
 5. The amount established by the Board for a claim year pursuant to Subparagraph 3 of this Paragraph 11.2, shall be distributed among each Member and former Member which was a Member during that claim year based on the ratio which each Member's and former Member's contribution (excluding any surplus contribution) for the claim year bears to the total contributions (excluding surplus contributions) for the claim year and less the contributions of former Members which are not eligible for a distribution pursuant to Paragraph 15.1.
 6. Excess surplus funds contributed by Members and former Members may be distributed only among such contributing Members or former Members, subject to the five year membership requirement of Paragraph 15.1. The Board has discretion to determine, from time to time, the amount and timing of any distribution of such funds. The amount established by the Board shall be distributed among each Member and eligible former Member based on the ratio which each Member's and former Member's surplus contribution bears to the total amount of surplus funds contributed to the Pool by Members and former Members.
 7. No distribution of excess funds, including excess surplus funds contributed by Members, shall be made to any Member or former Member which owes any amount to the Pool until the amount so owed is paid, and any amount so owed may be deducted from the distribution to the Member or former Member.
 8. No distribution of excess funds, including excess surplus funds contributed by Members, shall cause the Pool to become impaired or insolvent.
- 11.3 The total amount of surplus shall be determined by the Board from time-to-time, but in no event shall be less than that required by the Insurance Commissioner of Colorado, and the Board may require all Members to make additional contributions to surplus as the Board deem necessary, or the Insurance Commissioner of Colorado may require.

- 11.4 The Pool shall account separately for contributions made for the property and liability coverages authorized by Sections 24-10-115.5 and 29-13-102, C.R.S., as amended, and for contributions made for the workers' compensation coverage authorized by Sections 8-44-101(1)(C) and (3) and 8-44-204, C.R.S., as amended.
- 11.5 Notwithstanding any provision of this Agreement to the contrary, the Pool Board may establish from any contributions or other assets of the Pool the initial minimum surplus for workers' compensation coverage required by the Insurance Commissioner of Colorado; provided that contributions or other assets derived from coverages other than workers' compensation shall not be used to establish such minimum surplus unless and until the Board first determines that workers' compensation contributions are or will be insufficient to fund such surplus in the amounts and within the time required by the Insurance Commissioner of Colorado; and provided further, that such minimum surplus shall be established from contributions for workers' compensation coverage as soon as the Board determines practicable consistent with ensuring the solvency and avoiding the impairment of the Pool. The Board may issue subordinated debt to establish such minimum surplus consistent with applicable requirements of the Insurance Commissioner of Colorado.
- 11.6 The Pool shall repay the Special District Association of Colorado for its ongoing services to the Pool, provided subsequent to the creation of the Pool, within such time and in such amount as the SDA Board and Pool Board may agree.

ARTICLE 12. Liability of Directors, Officers and Employees

- 12.1 No Director, officer, committee member, Pool Liaison, or employee of the Pool shall be personally liable for any acts performed or omitted in good faith. The Pool shall indemnify each Director, officer, committee member, Pool Liaison, and employee of the Pool against any and all expense including attorney fees and liability expenses sustained by them, or any of them in connection with any suit or suits which may be brought against them involving or pertaining to any of their acts or duties performed for this Pool or omitted in good faith. This provision shall not be deemed to prevent compromises of any such litigation where the compromise is deemed advisable in order to prevent greater expense or cost in the defense or prosecution of such litigation.
- 12.2 The Pool shall obtain a fidelity bond or other bond to guarantee the faithful performance of each Director's, officer's Pool Liaison's, and employee's duties hereunder, and shall make reasonable effort to obtain errors and omissions coverage for each Director, officer, committee member, Pool Liaison, and employee of the Pool. The Pool shall obtain bonds for all Directors, officers, committee members, Pool Liaison, and employees who handle or have access to Pool funds, in an amount which the Board deems appropriate but no less than the minimum amount deemed necessary by the Insurance Commissioner of Colorado.

ARTICLE 13. Withdrawal of Members

- 13.1 Any Member may withdraw from the Pool by giving written notice to the Board of its intent to withdraw at least sixty (60) days prior to the Member's coverage renewal date. A Member which has different renewal dates for different coverages must give such written notice at least sixty (60) days prior to the first renewal date following any January 1. Unless a different date is agreed to by the Board and the Member, the withdrawal shall be effective on the Member's coverage renewal date but, if the Member has different renewal dates for different coverages, the withdrawal shall be effective the latest renewal date following the written notice of withdrawal. After the notice of withdrawal is given, no coverage will be renewed but all coverages will remain in effect only until their respective expiration dates.
- 13.2 Except as otherwise provided in this Paragraph, any Member which dissolves or which is consolidated with another Special District shall be considered a withdrawn Member with the same rights and obligations under this agreement as any other withdrawn Member, such withdrawal to be effective on the date of dissolution or consolidation, as the case may be. Notwithstanding Paragraph 15.1 and under the following circumstances only, a Special District shall receive the credits against its future contributions to the Pool otherwise allocable to a dissolved or consolidated Member pursuant to Paragraph 11.2:
1. If the Special District was formed by a consolidation which included such a Member, the Special District assumed all rights of that Member under this agreement, and the Special District is a Member no later than one year after the effective date of the consolidation; or,
 2. If the Special District assumed all rights of a dissolved Member under this agreement, and the Special District is a Member no later than one year after the effective date of the dissolution.

A Special District entitled to receive such credits of a dissolved or consolidated Member shall not be obligated for any liabilities to the Pool of the dissolved or consolidated Member in excess of the amount of such credits.

ARTICLE 14. Expulsion of Members

- 14.1 A Member which fails to make a contribution or other payment due to the Pool shall be automatically expelled from the Pool on the sixtieth (60) day following the due date, unless time for payment is extended by the Board and payment is made within any extended period. A notice of failure to make a contribution or other payment due to the Pool shall be mailed to the Member at least thirty (30) days prior to the date of automatic expulsion. If payment is not made within any extended period, the automatic expulsion shall occur on a date, no later than twenty (20) days after the last day of the extended period, set by the Board. An expulsion under this Paragraph 14.1 shall not be subject to the provisions of Paragraph 14.2.

- 14.2 A Member may be expelled by the Board for failure to carry out any other obligation of the Member, or for failure to maintain its membership in the Special District Association of Colorado if such membership was required by the Board at the time the Member was admitted to the Pool, subject to the following:
1. The Member shall receive notice from the Board of the alleged failure and not less than thirty (30) days in which to cure the alleged failure, along with notice that expulsion may result if the failure is not so cured.
 2. The Member shall receive at least thirty (30) days prior notice from the Board, of the date, place and time when the Board will consider expelling the Member from the Pool, and the Member shall be entitled to be present at that meeting and to present evidence and reasons why it should not be expelled. The decision of the Board shall be effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies and otherwise specified by the Board, except as provided in Subparagraph 3 of this Paragraph 14.2.
 3. The Member may appeal the Board's decision to the expulsion committee, which shall schedule a hearing thereon. The Member and the Board shall be provided at least ten (10) days prior written notice of the date, time and place of the hearing. The appealing Member shall be entitled to be present at that hearing and to present evidence and reasons why it should not be expelled and the Board may present evidence and reasons why expulsion is proper. The decision of the expulsion committee shall be final and any expulsion effective as of the date and upon the terms and conditions set forth in the Pool Agreement and applicable excess or reinsurance policies, and otherwise specified by the Board.

ARTICLE 15. Effect of Withdrawal or Expulsion

- 15.1 No withdrawn or expelled Member shall be entitled to any reimbursement of contributions or distribution or excess funds, including excess surplus funds contributed by Members, unless the Member was a Member for at least five consecutive years.
- 15.2 A withdrawn or expelled Member shall remain obligated for all amounts owing at the time of withdrawal or expulsion for the years during which the member was an active member of the Pool and for all amounts which thereafter become owing for such years pursuant to the Pool Agreement and any other Pool documents which are in effect at the time of withdrawal.
- 15.3 A withdrawn or expelled Member shall be considered a Member of the Pool for the purpose of payment of the Member's claims and expenses related thereto which remain covered under the terms of coverage existing at the time of withdrawal. A withdrawn or expelled

Member shall remain subject to all conditions of coverage and obligations of a Member which are in effect at the time of withdrawal. A withdrawn or expelled Member shall have no right to vote on any matter pending before the Pool membership.

- 15.4 No withdrawn or expelled Member may be adversely affected by any change in the Pool Agreement or other Pool documents adopted subsequent to the effective date of the Member's withdrawal or expulsion.
- 15.5 Unless disapproved by an affected excess carrier or reinsurer, the Pool shall offer a withdrawing or expelled Member, no later than forty-five (45) days after the expulsion or Board's receipt of the written notice of withdrawal, at least twenty-four (24) months extended reporting period on any claims-made coverage provided through the Pool, at a cost reasonably calculated by the Board and subject to any contracts existing at the time of withdrawal or expulsion.

ARTICLE 16. Miscellaneous

- 16.1 This document constitutes an intergovernmental agreement among those Special Districts which become Members of the Pool. The terms of this agreement may be enforced in court by the Pool or by any of its Members. The consideration for the duties herewith imposed on the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein.
- 16.2 A certified or attested copy of the resolution of approval for each Member shall be attached to the Member's Pool Agreement on file with the Pool.
- 16.3 Except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Pool Agreement, the contracting parties intend in the creation of the Pool to establish an organization to operate only within the scope herein set out and have not otherwise created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any other Member.
- 16.4 The provisions of this Pool Agreement and of the other documents referred to herein, and the assets of the Pool, are for the benefit of the Members of the Pool only, and no other persons or entities shall have any rights or interest in this Pool Agreement or in any of the other documents referred to herein, or in any such assets, as a third party beneficiary or otherwise. The assets of the Pool shall not be subject to attachment, garnishment, or any equitable proceeding.
- 16.5 It is the intention of the Members that the Pool and any income of the Pool not be subject to taxation, and the Members shall cooperate in such respects, including amending this Pool Agreement, as reasonably necessary to establish and maintain the non-taxable status of the Pool.

- 16.6 The Insurance Commissioner of Colorado shall have such authority with respect to the formation and operation of the Pool as is provided by applicable Colorado law.
- 16.7 Except as permitted in this Pool Agreement, and amendments hereto, neither the Board nor any other person or entity is authorized to incur liabilities or obligations or enter into contracts on behalf of the Members.
- 16.8 "Insolvency" as applied to the Pool shall have the meaning as defined in Section 10-3-212, C.R.S., as amended, or as the Insurance Commissioner of Colorado may otherwise provide.
- 16.9 The statutory reporting period for the Pool shall be the calendar year or such other period as the Insurance Commissioner of Colorado may provide.
- 16.10 If any provision of this Pool Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other provisions, and this Pool Agreement is expressly declared to be severable.
- 16.11 If the Board or its authorized representative and a Member disagree on whether a loss is covered through the Pool or on the amount of a covered loss, the Board or its authorized representative or the Member may request that the disagreement be submitted to binding arbitration as follows:
1. Unless otherwise agreed by the Board or its authorized representative and the Member, three persons shall be selected for the arbitration panel, one by the Board or its authorized representative, one by the Member, and one by the two so selected to act as umpire to decide the items upon which the other two disagree. If the two so selected fail for fifteen days to agree upon the umpire, the umpire shall be selected by a judge of a court of record agreed to by the Board or its authorized representative and the Member.
 2. The decision of the panel shall be binding on the Board or its authorized representative and the Member.
 3. The Pool shall pay the fees and expenses of the panelist selected by the Board or its authorized representative, the Member shall pay the fees and expenses of the panelist selected by it, and the fees and expenses of the umpire shall be shared equally by the Pool and the Member.

Dated: _____

By: _____

Title: Chairman, Board of Directors and President

Special District [name]: _____

By: _____

Title: Chairman, Board of Directors and President

Date: _____

Attest:

By: _____

Title: District Secretary

Property / Liability Coverage Proposal Invoice

Named Member:
St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:
NO BROKER

Proposal No.	Entity ID	Effective Date	Expiration Date	Invoice Date
43941	270	4/15/2023	EOD 12/31/2023	3/28/2023

Coverage	Contribution
Crime	\$ 571.00
Equipment Breakdown	\$6,599.00
Excess	\$ 408.00
General Liability	\$1,190.00
Hired Auto Physical Damage	\$ 46.00
No-Fault Water Intrusion & Sewer Backup	\$ 96.00
Non-Owned Auto Liability	\$ 94.00
Pollution	\$ 72.00
Property	\$26,016.00
Public Officials Liability	\$ 348.00

Total Estimated Contribution	\$35,440
Estimated Annualized Contribution (for budgeting purposes only) \$49,563	

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

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

- 10% Direct Discount
- 8% Multi Program Discount for WC Program Participation

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

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

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



2023 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

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

Named Member: St. Vrain Water Authority

Certificate Number: 43941

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	-\$78
\$2,000,000*	\$570	\$162
\$3,000,000	\$810	\$402
\$4,000,000	\$1,020	\$612
\$5,000,000	\$1,250	\$842
\$6,000,000	\$1,500	\$1,092
\$7,000,000	\$1,750	\$1,342
\$8,000,000	\$2,000	\$1,592

* This is your current excess limit.

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

3/28/2023



Public Entity Liability and Auto Physical Damage Proposal

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

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:

NO BROKER

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

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	\$5,000	\$1,190
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$5,000	Included
Public Officials Liability	Included	None	\$5,000	\$348
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$5,000	\$96
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements A,B,C,D	\$2,000,000	None	None	\$408
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$94
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$46
Auto Physical Damage - Employee Deductible Reimbursement	\$2,500	N/A	None	Included

Total Contribution \$2,182

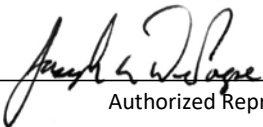
*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of *\$100,000 each occurrence.

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

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

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

Additional Endorsements applicable to Member:

Countersigned by:  _____
Authorized Representative

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.**



Property Proposal

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

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:

NO BROKER

Limit of Coverage per Occurrence:

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

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.

\$80,546 Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

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

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

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

Perils Covered: Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

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

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

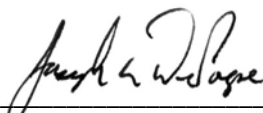
Contribution: \$26,016

Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion

Wind and Hail Deductible Endorsement

Countersigned by:



Authorized Representative

This proposal does not bind coverage.

Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.



**PROPERTY ENDORSEMENT
THIS PROPOSAL DOES NOT BIND COVERAGE**

Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/15/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

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

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

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

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

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

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

Named Member: St. Vrain Water Authority	Property Form No: CSD Pool Property 01 01 23
Proposal Number: 43941	Effective Date of Endorsement: 4/15/2023
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

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

The following is added to Section 7 PERILS EXCLUDED:

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

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

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

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

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

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



Equipment Breakdown Proposal

Master Coverage Document Number: CSD Pool EB 01 01 21

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:

NO BROKER

Covered Equipment:

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

Locations:

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

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

Sub Limits:

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

Deductible: \$5,000 per Occurrence

Contribution: \$6,599

Countersigned by: _____

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

This proposal does not bind coverage.

Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Crime Proposal

Master Coverage Document Number: J05931794

Insurer: Federal Insurance Company (Chubb)

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:

NO BROKER

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$250,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$250,000
Client Theft:	\$250,000
Forgery or Alteration:	\$250,000
On Premises:	\$250,000
In Transit:	\$250,000
Computer System Fraud:	\$250,000
Funds Transfer Fraud:	\$250,000
Debit, Credit or Charge Card Fraud:	\$250,000
Money Orders and Counterfeit Paper Currency Fraud:	\$250,000
Social Engineering Fraud:	\$250,000

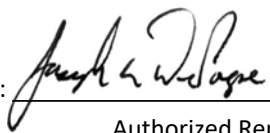
Deductible(s):

All Crime except Social Engineer Fraud:	\$1,000
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

Contribution: \$571

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

Countersigned by:  _____
Authorized Representative



Identity Recovery Proposal

Master Coverage Policy Number:
CSD Pool IDR Form 01 01 21

Insurer:
The Hartford Steam Boiler Inspection
and Insurance Company

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:
St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:
NO BROKER

Member:

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

Coverage:

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

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

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

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

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

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

Countersigned by: _____

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.**

Environmental Legal Liability Proposal

Master Policy Number: ER00A9V23

Proposal Number: 43941

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Insurer: Aspen Specialty Insurance Company

Coverage Period: 4/15/2023 to EOD 12/31/2023

Broker of Record:

NO BROKER

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
\$5,000,000 Total Policy and Program Aggregate – Shared All Members
Sublimits: \$500,000 Environmental Crisis Aggregate
\$250,000 Business Interruption Aggregate
\$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

This proposal does not bind coverage.

Coverage is effective upon receipt of payment, which is considered “acceptance” of coverage.



**Colorado Special Districts
Property and Liability Pool**

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

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

Partial List of Exclusions:

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

Policy Forms:

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

Additional Endorsements Applicable to Named Member:

Countersigned by:  _____
Authorized Representative

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered “acceptance” of coverage.**

Terrorism, Sabotage and Malicious Attack Proposal

Master Coverage Policy Number:

TER P 004 CW (06/11) physical loss or damage
33HIS00151 Terrorism Combined Liability
TER P0027CW (05/17) Malicious Attack
10/17 Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Proposal Number: 43941

Coverage Period: 4/15/2023 to EOD 12/31/2023

Named Member:

St. Vrain Water Authority
P.O. Box 70
Firestone, CO 80520

Broker of Record:

NO BROKER

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

Report all Claims to: Phone: (800) 318-8870, ext. 1
Email: claims@csdpool.org

Countersigned by:  _____
Authorized Representative

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered “acceptance” of coverage.

**General Liability Schedule
Water District**

Proposal Number: 43941

Coverage Period: 4/15/2023 - EOD 12/31/2023

Named Member: St. Vrain Water Authority

Broker:

Code	Description	Unit	Amount	Effective Date	Expiration Date
36	36-Pipe Line - Water	Miles	1.00	4/15/2023	12/31/2023
139	139-Total Operating Expenses - Water	Dollars	547,199.00	4/15/2023	12/31/2023
215	215-Buildings & Premises Occupied by District	Sq. Ft.	366,923.00	4/15/2023	12/31/2023
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	1.00	4/15/2023	12/31/2023
348	348-Number of Board Members	Total	5.00	4/15/2023	12/31/2023
420	420-Vacant Land	Acres	3.00	4/15/2023	12/31/2023
522	522-Number of Ponds, Lakes & Reservoirs	Total	1.00	4/15/2023	12/31/2023
900	900-Services Contracted out to Others	Dollars	269,720.00	4/15/2023	12/31/2023

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

Property Schedule

Proposal Number: 43941

Coverage Period: 4/15/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

Broker:
NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description			Construction Class	Prot. Class	Valuation			Values	Property Contrib.	Quake Contrib.	Flood Contrib.	
Location / Premise#	001-001	Unique#	PROP-00116117	Noncombustible	2	Replacement		Buildings:	\$10,615,000.00	\$20,959		
Water Treatment Plant (Includes Offices, Control Room, Lab, Restrooms, Process Floor)		Year Built:	2023	Term:	4/15/2023 to 12/31/2023			Contents:	\$3,385,000.00			
6211 Zinnia Avenue		Sq. Feet:	19587	County:	Weld	Ded:	\$5,000.00	EDP:	\$783,000.00			
Firestone, CO 80504		# Stories	1.00	Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes		Excess Quake Applies:	No	Excess Flood Applies: No				Otherwise Classified:	\$2,167,000.00			
Location / Premise#	002-001	Unique#	PROP-00116118	Noncombustible	2	Replacement		Buildings:	\$75,000.00	\$111		
Warehouse for Limestone		Year Built:	2023	Term:	4/15/2023 to 12/31/2023			Contents:	\$ 0.00			
6211 Zinnia Avenue		Sq. Feet:	1295	County:	Weld	Ded:	\$5,000.00	EDP:	\$ 0.00			
Firestone, CO 80504		# Stories	1.00	Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No		Excess Quake Applies:	No	Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			
Location / Premise#	003-001	Unique#	PROP-00116119	Noncombustible	2	Replacement		Buildings:	\$728,315.00	\$4,162		
Pump Station Building		Year Built:	2023	Term:	4/15/2023 to 12/31/2023			Contents:	\$1,483,480.00			
6211 Zinnia Avenue		Sq. Feet:	1008	County:	Weld	Ded:	\$5,000.00	EDP:	\$75,000.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 43941

Coverage Period: 4/15/2023-EOD 12/31/2023

Named Member:
St. Vrain Water Authority

Broker:
NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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						Business Inc:	\$ 0.00
Firestone, CO 80504	# Stories	1.00	Flood Zone:	Zone AE		UG Pipes:	\$225,340.00
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No			Otherwise Classified:	\$ 0.00

Location / Premise#	001-002	Unique#	PROP-00116120	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$ 54		
Gravel Roads	Year Built:		Term:	4/15/2023 to 12/31/2023			Contents:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$22,000.00			

Location / Premise#	001-003	Unique#	PROP-00116121	Not Assigned	2	Replacement	Buildings:	\$ 0.00	\$320		
Asphalt Access/Parking Lot	Year Built:		Term:	4/15/2023 to 12/31/2023			Contents:	\$ 0.00			
6211 Zinnia Avenue	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$131,000.00			

This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.

Property Schedule

Proposal Number: 43941

Coverage Period: 4/15/2023-EOD 12/31/2023

Named Member:

St. Vrain Water Authority

Broker:

NO BROKER

Per Occurrence Deductible: \$5,000.00

Location/Premise Address / Description			Construction Class	Prot. Class	Valuation		Values	Property Contrib.	Quake Contrib.	Flood Contrib.
Location / Premise#	Unique#	PROP-00116122	Not Assigned	2	Replacement		Buildings:	\$ 0.00	\$257	
Perimeter Fence/Gates	Year Built:		Term:	4/15/2023 to 12/31/2023		Contents:	\$ 0.00			
All Locations	Sq. Feet:		County:	Weld	Ded:	\$5,000.00	EDP:	\$ 0.00		
							Business Inc:	\$ 0.00		
Firestone, CO 80504	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00		
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$105,000.00		

Totals:	Buildings:	\$11,418,315.00	\$25,863.00	\$0.00	\$0.00
	Contents:	\$4,868,480.00			
	EDP:	\$858,000.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$1,006,340.00			
	Otherwise Classified:	\$2,425,000.00			

Minimum Property Contribution: \$425



Inland Marine Schedule

Coverage Period: 4/15/2023-EOD 12/31/2023

Proposal Number: 43941

Broker:

Named Member:

St. Vrain Water Authority

NO BROKER

Per Occurrence Deductible: \$5,000.00

Code	Description	Serial Number	Model Number	Ded:	Effective	Expiration	Value	Inland Mar. Contribution
	Tools & Equipment (per schedule on file)			\$5,000.00	4/15/2023	12/31/2023	\$80,546.00	\$154
Minimum Combined Property and Inland Marine Contribution:				\$425	Totals:	\$80,546.00	\$154.00	

**This proposal does not bind coverage.
Coverage is effective upon receipt of payment, which is considered "acceptance" of coverage.**



Workers' Compensation Coverage Proposal

District: St. Vrain Water Authority
Colorado Civil Group, Inc
2204 Hoffman Drive
Loveland, CO 80538

Broker: NO BROKER

Proposal No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
43940		270		4/15/2023		EOD 12/31/2023		3/28/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2023 Rate	2023 Estimated Employee Payroll	2023 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75	\$0.00	\$6,000.00	\$45.00	

Manual Contribution:			\$45.00
Experience Modification:	×	1.00	
Modified Contribution:	=	\$45.00	
Minimum Contribution:		\$450.00	
Contribution Volume Credit:	-	\$0.00	
Designated Provider Discount:	-	\$0.00	
Cost Containment Credit:	×	1.00	
Manual Adjustment:	×		
Multi-Program Discount:	×	0.99	
Direct Discount:	-	\$5.00	
Estimated Annual Contribution:			= \$445.00
Pro Rata Factor:			× 0.72
Total Estimated Contribution:			= \$317.00

Total Amount Due: **\$317.00**

Estimated payroll is subject to yearend audit.

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

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

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3

Payment Instructions

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

We accept the following payment methods:

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

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

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

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

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

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

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

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

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

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

Agenda Item 5(a)



STREAMLINE

The Special District Website Engine

Response to Proposed Website

Streamline introduction

Streamline is a website development system built specifically for special districts and local agencies. Our intention is to provide a product that lets district staff focus on what they do best: deliver services to their customers. We know many special districts don't have IT staff, and our vision is to empower them with web technology that makes their lives easier, not harder.

Platform overview: key features

- **Meeting dashboard.** The meeting dashboard is designed to help special districts keep up to date with posting requirements, including the recent requirement for virtual meeting access.
- **Agenda reminders.** Use the agenda reminder functionality to send an email to your Board Secretary before the 48 posting deadline, so you never forget to post your agenda online.
- **Transparency dashboard** helps track for transparency best practices, such as budgets, audits, and public records requests. See what content is suggested to be considered a transparent organization, or filter to see only your state requirements.
- **Clear indication of State compliance.** The transparency dashboard clearly indicates the website content required by the State and allows you to create and publish this content with ease.
- **Compliance with all current and upcoming government requirements** (for example, the recently-passed law in CA requiring posting of most recent agenda to the home page).
- **Full ADA / Section 508 compliance** for visitors with disabilities, as required by the federal government.
- **Responsive and mobile friendly**
- **Easily embed anything:** MailChimp, Constant Contact, Survey Monkey, Google Maps, PayPal, social media feeds , and even calendars into any page in seconds.

The Process

1. **Site set-up:** Streamline builds your new website (*~15 minutes*)
2. **Content migration (if applicable):** District staff or Streamline transfers content from the old website to the new, Streamline website (*Time TBD*)
3. **Training:** District staff members complete an online training session with our Customer Success Manager (*1 hour*)
4. **Go-Live:** Take your new website live to the world using our free, or your custom, domain

What your Streamline subscription includes

Technology	Setup and training	Ongoing support
Easy-to-use website tool allows you to control your content - no more waiting on a vendor or IT.	Initial website setup is free, and done before we meet - including information architecture (menu) best practices.	Unlimited support is included for anyone on your staff responsible for updating the website.
Built-in ADA compliance (the platform is fully accessible out of the “box”).	Introduction to your state requirements so you know what needs to be posted.	Support system is built into your website - get help with the click of a button.
State-specific transparency dashboard with checkpoints for all posting requirements.	Training for your anyone on your staff via remote meeting to help you learn the system.	Unlimited hosting of content and files so you never have to “upgrade” your account.
Meeting dashboard with agenda reminders, one-click agenda and minute upload that takes seconds.	Free domain included (acmemud.specialdistrict.org) or connect your own custom domain / web address.	Extensive knowledge base of how-to articles and getting started guides are available 24/7.
Ongoing improvements to existing features included at no cost - your software will never be out of date.	Free SSL security certificate so that your site is served over https and visitors are protected.	Can't figure out how to send your question? That's ok, you'll have our technical support number, too.
<p><i>And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.</i></p>		



STREAMLINE

Streamline's Unlimited Training and Support

Small things, big things, and anywhere in between. Our US-based support team is always here to jump on a call, address your support ticket, or train that new staff member. We've got your back!

Free training and support from a real human whenever you need it

Training

We'll teach you how to use your website

- 1-hour start-up training for all users
- New staff member training as needed
- Hundreds of on-demand tutorials
- Monthly Masterclass webinars

Support

We'll jump in if you need help getting it done

- Dedicated phone support hotline
- Request help through your website
- One-on-one Zoom session
- Email support

*When you reach out, a real-human will get back to you in **less than 1 hour***

Unlimited support is one of the things our customers love most

94% of all support issues receive a "positive" or "perfect" resolution rating by customers



"Streamline has made my life so much easier! I don't procrastinate because I'm intimidated and I know that if I need help, I can ask. Thank you for taking a daunting task and making it easy, even fun, so that our patrons can find the information they need when they need it."

- Su Liudahl, Creswell Library District



"When I needed help getting more detailed work done on the website, I was able to schedule a one-on-one with Chris in no time. During our meeting, he showed me some cool tricks and got our website looking outstanding! Plus he's just friendly and great to work with. Definitely recommend Streamline to everyone who needs it."

- Taylor Gullikson, Los Olivos Community Services District



STREAMLINE

How special districts stay safe from ADA website risks

It's the law, and it's the right thing to do. We're committed to the best user experience for users with disabilities.

Just as buildings must have wheelchair ramps, public websites must have special provisions for users with disabilities. The number of lawsuits rose 56% in 2021¹, and the penalties for noncompliance are rising fast—averaging \$4,000 for an ADA claim in 2019² to \$39,000 in 2022. It's a situation that *The Wall Street Journal* calls “very perilous” in a [recent article](#).

The most appalling development is that the majority of new actions are targeting organizations smaller than 30 million in revenue, as they are often not aware of or prepared to meet web accessibility standards.

Quantifying the risk

Districts often ask themselves, “What is the actual risk that an ADA claim will affect us?” The results are both surprising and unpredictable.

The overwhelming majority of ADA-related claims never make it to court. They are quietly settled, usually forced by insurance pools who want to manage risk without admitting to any wrongdoing or panicked districts who realize their EPLI insurance doesn't cover *website*-related ADA issues (the majority do not).

More than 2,403

districts affected

(about 6% of all districts in the US, including county-dependent districts) have been fined, received demand letters, or gotten Department of Justice Office of Civil Rights (OCR) letters for website ADA violations in the US.

That number is expected to **exceed 4,000** (10%) by the end of 2024.

Very few

if any, special district insurance policies even partially cover the costs of web accessibility issues

Most insurance carriers, including district statewide insurance pools, do not cover website-specific ADA claims in their EPLI policies. ADA is *not* covered by cyber, either.

Median deductible: **\$5,200**

Median settlement: **\$25,000³**

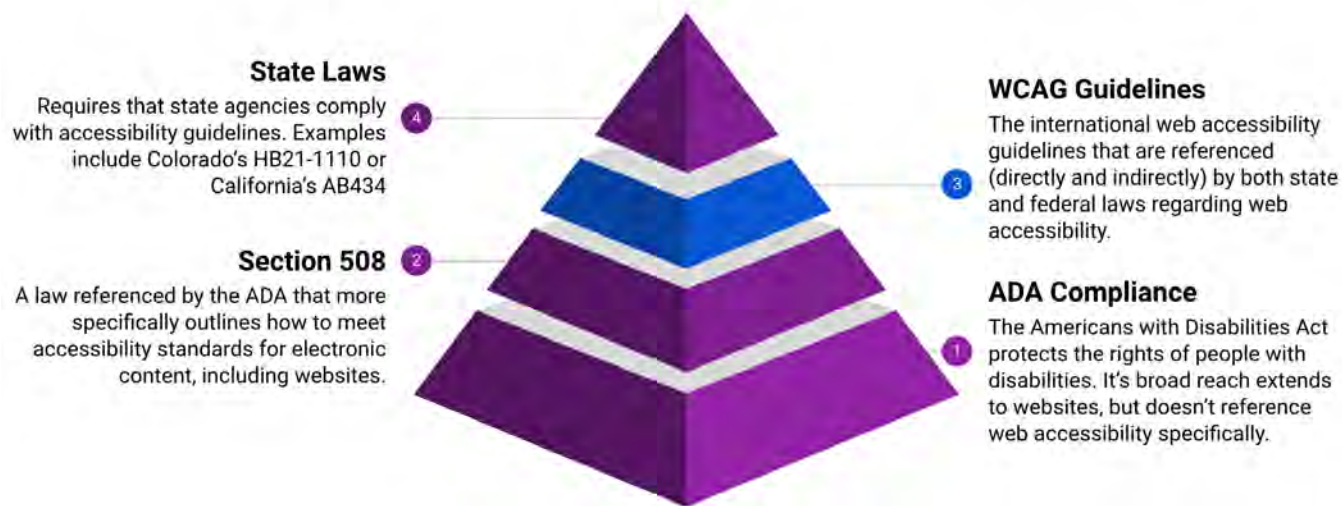
¹ <https://www.wsj.com/articles/lawsuits-over-digital-accessibility-for-people-with-disabilities-are-rising-11626369056>

² <https://ada.jmbm.com/ada-website-accessibility-lawsuits-wont-go-away-in-2020-part-1-how-we-got-here/>

³ <https://www.boia.org/blog/did-u-s-businesses-spend-billions-on-legal-fees-for-inaccessible-websites-in-2020>

Accessibility Laws

The laws surrounding accessibility are both disjointed and nuanced. There are a few layers of federal regulations further augmented by state regulations. *While more and more state laws are emerging with their own timelines and penalties, most districts do not realize that they are already liable for violations of federal laws, which comprise the majority of current actions.*

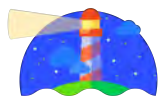


Understanding website accessibility

Districts are required to have not only a website that is technically accessible but policies and procedures for reporting and remediation.

What is my district's risk now?

One way to assess risk is to scan your homepage. Learn how to use Lighthouse or run a free scan at getstreamline.com/accessibility-scanner



What is Google Lighthouse?

A free tool that anyone can use to scan your webpage to check for accessibility. It is available in the Chrome browser by hitting F12.

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Accessibility

Lighthouse tests basic webpage conformance to standards such as WCAG, which is one of many requirements for web accessibility. Districts must also scan all pages, PDF documents, maintain an accessibility policy, check for closed captioning on videos, and more to meet federal standards.

Streamline will protect you

Streamline cares about accessibility

The Streamline team has a long history of working on accessible websites. At the California Capital, Streamline’s CEO was presented with the “Vision Award” from Disability Rights California, the nation’s largest disability rights advocacy group, for their work on making websites more accessible to the public.

The award was presented by Jeffrey Thom, a board member, Stanford-trained attorney, and long-time champion of disability rights. In presenting the award, Jeffrey, who is blind, challenged the audience.

“Consider how frustrated you would be if you went to your favorite website and you got just a blue screen with nothing on it,” he said. “This is the reality for many users with disabilities.”



Meet our legal team

Streamline has partnered with two of the most recognized ADA defense attorneys in the United States—Martin Orlick and Stuart Tubis of Jeffer Mangels Butler & Mitchell LLP. They are intimately familiar with your website, the Streamline platform, and understand the unique nature of public sector Title II ADA complaints.



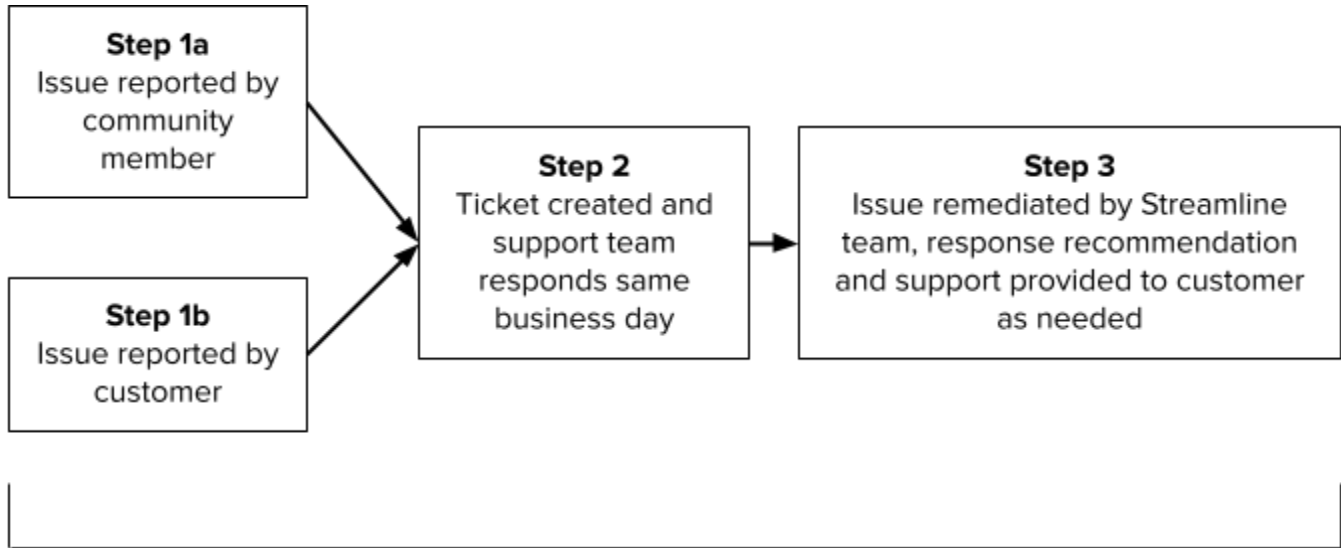
Our accessibility review process

Streamline conducts rigorous audits of its own platform in partnership with LevelAccess, one of the leading providers of web accessibility testing. This includes numerous real users with real disabilities on various accessible technologies (ATs) testing the site for issues.

Any identified issues are immediately addressed by our engineering team. Since accessibility best practices are constantly evolving, our work is never complete. If we find a widespread issue affecting multiple sites, we will work with those customers directly to resolve the issue in a timely manner.

Our rapid response process

Streamline is committed to a speed response when either you or a member of your community finds an issue. Also, all communication is carefully documented in case the request for accommodation leads to a legal action or demand letter.



within one business day

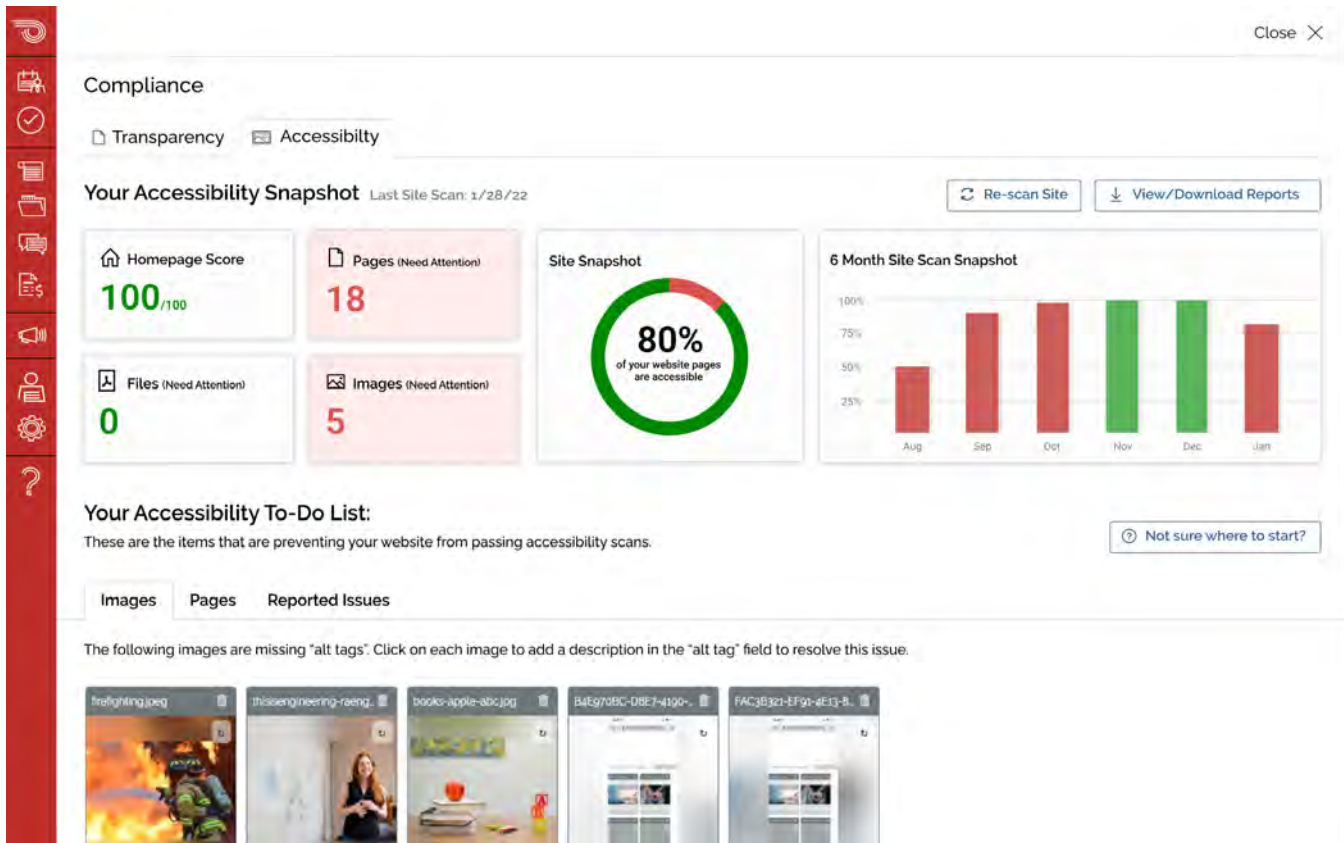
Ongoing training

Streamline offers CE-credit eligible ongoing accessibility training for special districts. Learn more or sign up for a class at getstreamline.com/accessibility.

How Streamline can help you

Streamline Accessibility Shield™

Streamline is the first and only company to offer ADA scanning built into its product for special districts.



What AccessibilityShield can do for your board members and management:

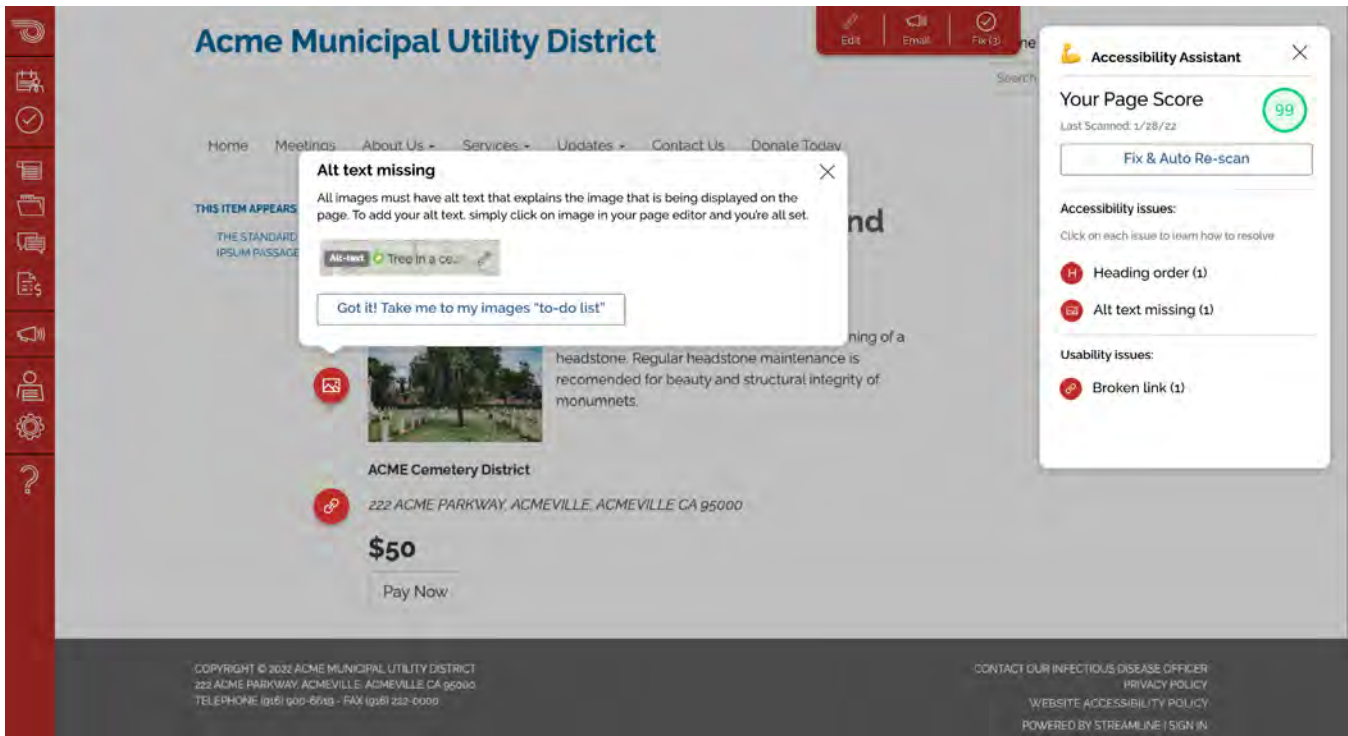
- Monthly comprehensive site scans
- Public accessibility policy landing page with up-to-date best practices for your state
- Website issue reporting form
- Scan results and remediation action reports
- Monthly board-ready compliance reports

Why the person editing your website (e.g. a board secretary or communications director) will love it:

- AI-driven alt-text will automatically tag your images
- Color contrast boundaries, correctly-formatted headers, specific ADA-friendly fonts selected
- Mobile responsive designs that maintain ADA compliance for the 40% of people not on a desktop

What AccessibilityShield doesn't do (yet) that you will need to check manually:

- Check your PDFs for potential accessibility issues (coming soon)
- Check your images to make sure they don't have text in them that you should also have on your page, such as a flyer (coming soon)
- Check your videos for closed captioning (this is something you will want to have in place)
- Check third-party content or linked content, such as an embedded map or widget, so please place custom HTML with care, or just ask us for help!



Streamline’s accessibility assistant will guide you through specific fixes right on the page, without having to go to another system. With other systems, it can take a few hours to go through all the identified items and fix them on your site. With Streamline, remediation is right at your fingertips, with most identified problems being automatically resolved by the tool. Because Streamline is so easy to use, you can do the fixes yourself, or with help from our responsive team.

Acme Municipal Utility District

Website Accessibility Compliance Report

Reporting Period: April 2022

[Download or Share](#)

Compliance Snapshot:

Overall Website Score: 80

At the time of this report, 80% of the pages on your website meet accessibility requirements

Number of pages scanned: 56

Your website currently has 56 pages that are accessible to the public. All of these pages were scanned and evaluated in preparation of this report.

Pages in the process of remediation: 11

Your website currently has 11 pages that require remediation to meet full compliance.

[View your list of pages that require remediation](#)

Page	Score
About Us	98
Something Else	99
Another Page	99

Comprehensive reports, policies, and workflows will be developed for your organization, bringing you into full compliance.

ADA Legal Shield™ Coming Soon

We won't just stand by our product, we'll stand by you in court.

Streamline is the first and only company to offer a robust legal defense as part of its offering.

We will indemnify your district against website ADA claims. Our Harvard and MIT-trained attorneys will defend your district against website accessibility claims and demand letters at no cost to you. We'll strike fear into the hearts of trial attorneys looking to make a quick buck off your district, and more importantly, we will make users with genuine disability-related issues get the respect and support they deserve.

Note that ADA Legal Shield™ requires having the accessibility shield criteria met, as well as the district agreeing to reasonable provisions, such as giving Streamline and its legal team strategic control of litigation and waivers/exclusion of claims against physical property matters (such as wheelchair ramps), class action lawsuits, and third-party content. We'll explain all of this in detail, if you're interested in learning more.

All offerings are subject to the terms and conditions of the contract. The Streamline Accessibility Shield is in Beta and developed in active collaboration with districts, attorneys, district associations, and state and local government officials. Pricing and features are subject to change over time.

