

NOTICE OF REGULAR MEETING OF SPRING CANYON WATER AND SANITATION DISTRICT

This meeting is being held via telephone and video conference and may be joined the following ways:

Join Via Web Browser:

<https://bit.ly/2024RegularMeeting>

Or call in (audio only)

[+1 323-694-0227,,981014694#](tel:+13236940227981014694)

Phone Conference ID: 981 014 694#

NOTICE IS HEREBY GIVEN that a Regular Meeting of the Board of Directors of the Spring Canyon Water and Sanitation District, Larimer County, Colorado, has been scheduled for Wednesday, July 24, 2024 at 6:00 p.m. via teleconference.

Board of Directors

Tim Schmitt, President/Chairman

Term Expires: May 2027

Richard Emery, Vice President/Vice Chairman

Term Expires: May 2025

Tim Mather, Director

Term Expires: May 2025

James Gerard, Treasurer

Term Expires: May 2027

Chris Goemans, Director

Term Expires: May 2027

AGENDA

A. ADMINISTRATIVE MATTERS

- A. Call to Order
- B. Declaration of Quorum/Director Qualifications/Conflicts of Interest
- C. Approval of Agenda
- D. Approval of Minutes June 24, 2024, Regular Meeting
- E. Public Comments, limited to three minutes per person.

B. MANAGEMENT MATTERS

- A. Review and Consideration of Resolution 24-07-01 Equivalency Re-Appropriation
5521 W County Road 38E
- B. Larimer County Request for Consideration of Sewer Tap Contract Edits for South
Bay Boat Wash
- C. Request for Exception from Water/Sewer Tap Purchases and Mainline Extensions
4348 Edith Dr.
- D. Manager's Report

C. FINANCIAL MATTERS

- A. Consideration of June 2024 Disbursements
- B. Presentation Of Q2 Financials

D. OPERATIONS AND MAINTENANCE MATTERS

- A. Engineer's Report
 - I. Review and Consideration of Task Order 2024-03 - Water System Relief,
Additional Valving, and Sewer Bypass
- B. Operations Report

E. OTHER MATTERS

*The next regular meeting is scheduled for August 28, 2024 at 6:00 p.m.

By/s/ David Cobb, District Administrator

MINUTES OF THE REGULAR MEETING OF
SPRING CANYON WATER AND SANITATION DISTRICT
HELD
June 26, 2024

The Regular Meeting of the Board of Directors of Spring Canyon Water and Sanitation District was held via teleconference on Wednesday, June 26, 2024, at 6:00 p.m.

ATTENDANCE

Directors in Attendance

Tim Schmitt, President
Rick Emery, Vice President
JJ Gerard, Treasurer

Excused Absences

Chris Goemans, Director
Tim Mather, Director

Also, In Attendance

Chris Olson, Darla Howard, Tayler Pelletier, David Cobb, SCWSD
Others: Justin Beckner, CivilWorx

**ADMINISTRATIVE
MATTERS**

Call to Order -The Regular Meeting of the Board of Directors of Spring Canyon Water & Sanitation District was called to order by Chairman Schmitt 6:03 p.m. He noted that a quorum was present. All Directors also confirmed their qualifications to serve on the Board, and that prior to the meeting they had been notified of the meeting.

Agenda - Upon motion duly made by Director Gerard, seconded by Director Emery, it was unanimously

RESOLVED to approve the June 26, 2024 agenda as presented.

Approval of Minutes - Upon motion duly made by Director Gerard, seconded by Director Emery, it was unanimously

RESOLVED to approve the Minutes of the May 22, 2024 Regular Meeting.

Public Comments – There were no public comments.

**FINANCIAL
MATTERS**

Disbursements – The Directors reviewed the May 2024 Disbursements. Upon motion duly made by Director Gerard, seconded by Director Emery, it was unanimously

RESOLVED to ratify May 2024 Disbursements identified by check number 4143-4150, and 4157 - 4186 in the amount of \$47,733.80.

**OPERATIONS
AND
MAINTENANCE
MATTERS**

Engineer's Report – Mr. Beckner stated the Sewer Over Inlet Canal application process with the Bureau of Reclamation has started; due to the daunting application process it is unlikely construction will begin in 2024. In answer to Director Gerard, once started construction is estimated at 45 days dependent upon any rock excavation needed. An environmental consultant is working to complete the required assessment by next month. Mr. Beckner said the process and design of the project is approximately 50% complete. He also advised the Directors that the Sandstone Tank final design is approximately 60% complete. Supply quotes have been requested and this project should be easily done in 2024. In the event Sewer Over Inlet Canal can't be done in 2024, alternate projects were

discussed. These included W3.1 Arrowhead to Sandstone Pipe Upsize and W4.1 Water System Air Relief & Valving Air-relief. Manager Olson suggested the best option would be W4.1 as W3.1 is a much more expensive project and would impact the CIP schedule, extending Sewer Over Inlet Canal out until 2026 due to availability of funding. Mr. Beckner also suggested another possibility would be to install bypasses at Lift Stations 1 and 4 to address concern of catastrophic failure in the future. Mr. Beckner provided the Directors with an estimate of what would be involved and the cost of a catastrophic failure at Lift Station 4 for consideration in determining a Capital Reserve policy.

After consideration and review, upon motion duly made by Director Gerard, seconded by Director Emery, it was unanimously

RESOLVED to approve Civil Worx Task Order No. 2024-02 General Services not to exceed \$10,000.

Operations Report – The Directors reviewed the Operations Report prepared by Mr. Pelletier.

**MANAGEMENT
MATTERS**

Manager's Report – Manager Olson reviewed his report with the Directors. He stated a large portion of the GIS expense was spent on the transition to ArcPro Online which will go a long way to improve efficiency and accuracy in Operations. He advised the Directors that the Arrowhead tank recoating is now scheduled for August 1st. Director Gerard asked if the newsletter would be mailed or posted on the website only. Per previous board discussion, newsletters will be direct mailed once annually and subsequent newsletters will be posted online. The Winter 2024 newsletter was mailed by USPS so the next one will be posted to the website only. Customers can obtain a hard copy upon request in the office.

NEXT MEETING

The next Regular Board Meeting is scheduled for Wednesday, July 24, 2024. Ms. Howard stated she will not be in attendance at the July meeting.

ADJOURNMENT

Upon motion duly made by Director Gerard, seconded by Director Emery, and it was unanimously

RESOLVED to adjourn the meeting at 7:00 p.m.

Respectfully submitted,

Darla Howard, Secretary

Spring Canyon Water and Sanitation District

**4908 Shoreline Drive
Fort Collins, Colorado 80526
Phone: (970)226-5605**

**Brian & Brittany Hathaway
5521 W County Road 38E
Fort Collins, CO 80526**

SUBJECT: 5521 W County Road 38E Fort Collins, CO 80526 RE-ASSESSMENT

Dear Brian & Birttany Hathaway,

This letter is to inform you the Spring Canyon Water and Sanitation District has completed a field survey and online property search via Larimer County online property search for 5521 W County Road 38E Fort Collins, CO 80526.

Pursuant to Article XI of the District's Rules and Regulations, the District may, from time to time, survey and inspect individual taps and the properties served by such taps to determine the number of fixtures served and the service demands at the same property.

The enclosed Resolution will be reviewed by the Spring Canyon Water and Sanitation District Board of Directors at the July 24th, 2024 District Board Meeting.

You are formally invited to attend this meeting. Meeting information and agenda are found on the District website: www.springcanyonwsd.com

Sincerely,

Chris Olson
District Manager
Spring Canyon WSD
4908 Shoreline Drive Ft. Collins, CO 80526
Office: (970) 226-5605
Cell: (970) 217-2456
chriso@springcanyonwsd.com

SPRING CANYON WATER AND SANITATION DISTRICT

RESOLUTION # 24-07-01

**RESOLUTION AUTHORIZING RE-DETERMINATION OF THE
EQUIVALENCY AT
5521 W COUNTY ROAD 38E FORT COLLINS, CO 80526**

WHEREAS, the Spring Canyon Water and Sanitation District (“District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, Colorado Revised Statutes; and

WHEREAS, the District Board of Directors (“Board”) has the authority to fix and, from time to time, increase or decrease fees, rates, and charges, and to manage, control and supervise all the business and affairs of the District; and

WHEREAS, pursuant to Article XI of the District’s Rules and Regulations, the District may, from time to time, survey and inspect individual taps and the properties served by such taps to determine the number of fixtures served and the service demands at the same property; and

WHEREAS, if the demands exceed the allocated tap equivalency or if the existing tap size is insufficient to provide adequate service to the property, the Board may reassess and charge additional tap fees and/or require installation of larger service line connections as necessary; and

WHEREAS, the District has re-surveyed the property served by the District and located at **5521 W County Road 38E Fort Collins, CO 80526** (the “Property”), and determined that it is appropriate and in the best interests of the District and its residents and customers to re-determine the tap size or tap fee equivalency at the Property in accordance with this Resolution; and

WHEREAS, the owner of the Property has been provided advance written notice of the proposed re-determination and the opportunity to provide comments to the Board prior to its adoption of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Spring Canyon Water and Sanitation District as follows:

1. The Property's current service consists of a Single-Family Residence and one additional **detached unit dwelling**. **The detached unit dwelling** is currently used as an artist studio and under application with Larimer County for an 833.5 SQFT Accessory Living Area located above the detached garage for extended family use. The detached unit dwelling currently has a bathroom and a standalone sink. These two separate unit dwellings are currently served by **one** ¾" water tap. The property is on a septic system. Current Billing assigns **one** equivalency base unit for water.

<https://www.larimer.gov/assessor/search#/property/?fromAddrNum=5521&toAddrNum=5521&city=FO RT%20COLLINS&sales=any&accountid=R1290002>

2. Based upon the recent survey and inspection of the Property, as further described in Exhibit A attached hereto, the District hereby:

(a) Determines that the existing service line tap serving the Property exceeds the allocated tap equivalency units at the Property and orders to re-allocate tap equivalency units at the Property as follows: **The Property will be charged 2 equivalency units for water upon 60 days written notice from the District.**

(b) Determines that the existing service line tap serving the Property is insufficient to serve the demands at the Property and orders to reassess an additional tap fee for service to the Property consistent with the re-determined demand at the Property in the following amount: **N/A.**

(c) Determines that the existing service line and tap serving the Property is insufficient to serve the demands at the Property and orders that a new tap be re-installed at the Property as follows: **N/A.**

3. This Resolution will take effect and be enforced immediately upon its approval by the District Board.

ADOPTED this **24th** day of **July 2024**.

SPRING CANYON WATER AND SANITATION DISTRICT

Tim Schmitt, Chairman

Attest:

David Cobb, District Administrator

Exhibit A

The Spring Canyon Water and Sanitation District completed a survey of 5521 W County Road 38E FortCollins, CO 80526 after receiving the following emails regarding the property from the Larimer County Planning Department and property owner:

From: Planning CIRT <planningcirt@co.larimer.co.us>

Sent: Tuesday, July 2, 2024 11:55 AM

To: lc addressing <lcaddressing@co.larimer.co.us>; Meagan deRoin <mderoin@larimer.org>; Megan Harrity <mharrity@larimer.org>; Cheryl Smith (Assessor) <smithcl@co.larimer.co.us>; Rodney Rivera <riverard@co.larimer.co.us>; Juan Mancha <manchajf@co.larimer.co.us>; Eric Fried <friedeb@co.larimer.co.us>; Amy White <awhite@larimer.org>; Hannah Suppes <suppeshl@co.larimer.co.us>; Traci Shambo <shambotl@co.larimer.co.us>; Steven Rothwell <rothwesc@co.larimer.co.us>; Lea Schneider <schneils@co.larimer.co.us>; Raina Eshleman <eshlemrf@co.larimer.co.us>; Derek Rosenquist <rosenqdc@co.larimer.co.us>; David Cobb <david@springcanyonwsd.com>; Mark Fairchild <Mark.fairchild@centurylink.com>; Nicole Trupp <Nicole.trupp@centurylink.com>; Todd Brown <todd.brown@lumen.com>; Randy Booth <randy.booth@lumen.com>; Norman Miller <norman.miller@lumen.com>; BDRCO@xcelenergy.com; Tony Pietras <Tony.Pietras@xcelenergy.com>

Subject: Larimer County Planning Referral: #24-ZONE3647, Hathaway ALA

Below is a link to details about an application that has been submitted to Larimer County Planning Services for review. Please send any applicable comments about this application to the applicant and planner listed below.

Link: https://onlineportal.larimer.org/EnerGov_Prod/SelfService#/plan/3eddd7a3-5b52-4cc4-b71c-4e0294060af5

Plan #: 24-ZONE3647

Request: Request for a 833.5 SQFT Accessory Living Area to be located above a detached garage for extended family use.

Comments Due: 08/01/2024

Planner Contact:

Jared Seay, Planner I

970-498-7689

seayjk@co.larimer.co.us

Applicant(s):

Brittany Hathaway, bmhathaway86@gmail.com

Owner(s):

Brian Hathaway, bmhathaway86@gmail.com

Brittany Hathaway, bmhathaway86@gmail.com

INSTRUCTIONS TO VIEW DOCUMENTS: To view documents on the portal please follow the link then scroll to the middle of the web page. You will see a box named: Attachment Details

You will find the name of the document type and the date it was created. This will help you find the most recent document for your review.

Thank You

Cynthia



CIRT Team | Planning Division

Community Development Department
200 W Oak St, 3rd Floor, Fort Collins
W: (970) 498-7683 | www.Larimer.gov/Planning
PlanningCIRT@co.larimer.co.us

Spring Canyon Water and Sanitation District

7/05/2024

Commitment Letter - Request from Larimer County for 5521 W County Road 38 E



Brian Hathaway <bmhathaway86@g

To Chris Olson; David Cobb; Tayler Pelletier

Cc Brittany Hathaway



Tue 2:04 PM

Good Afternoon,

I am currently in the process of applying for an Accessory Living Area permit through Larimer County for my address at 5521 W County Road 38 E. We have an existing shop/garage and loft above it that was previously used as an artist studio that we are looking to convert into a small living area for my parents. The loft already has water service to it. Currently it has a bathroom and a stand alone sink in the studio area. We are on a septic system, so there would not be increased flows to the treatment facility. In total there will be five people residing on the property.

The County is requesting a Commitment Letter from Spring Canyon Water District to state that water will continue to be provided to our property, even though the service is already there and will not change any sort of configuration.

Is this something you can assist with?

Thank you,

Brian Hathaway

Spring Canyon Water and Sanitation District

4908 Shoreline Drive
Fort Collins, Colorado 80526
Phone: (970)226-5605

SUBJECT: 5521 W County Road 38E Fort Collins, CO 80526 SURVEY

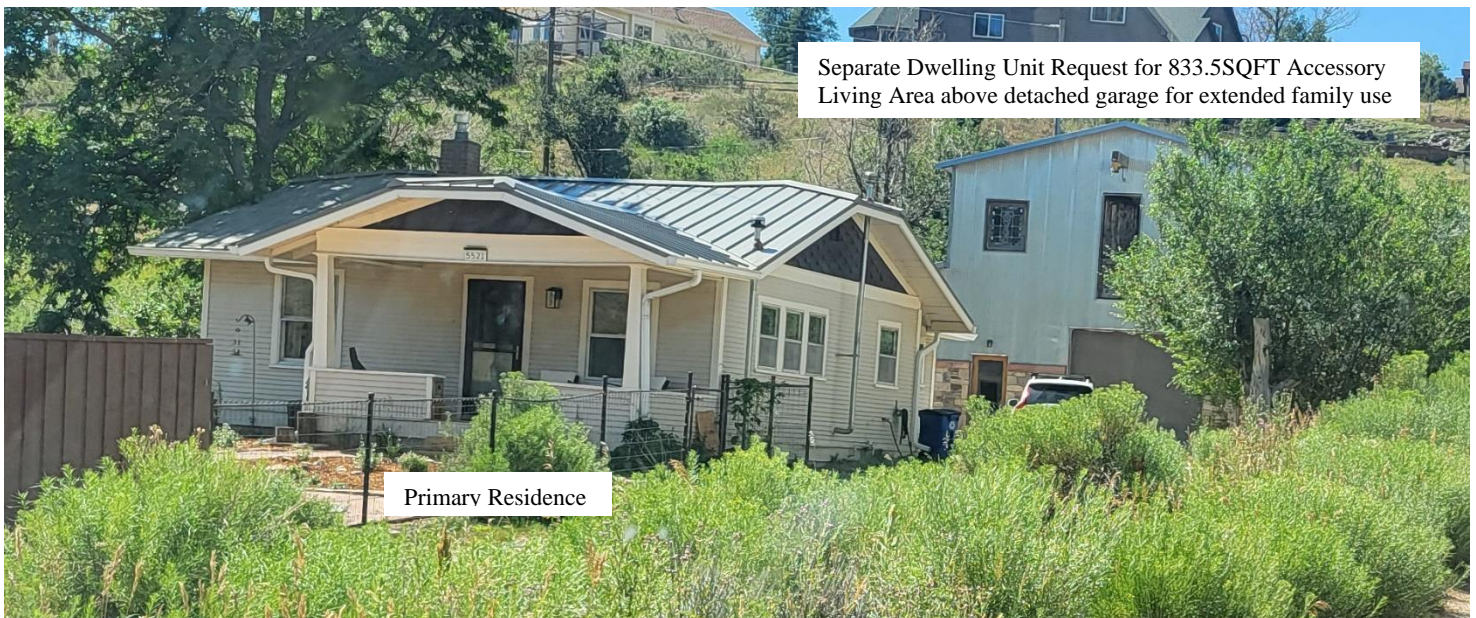
SCWSD Board of Directors,

The Spring Canyon Water and Sanitation District has completed a field survey and online property search via Larimer County online property search for 5521 W County Road 38E Fort Collins, CO 80526. The District received notice from the Larimer County Planning Department during the Application Process requesting a commitment to serve letter from the District.

It was determined that the Property’s current service consists of a Single-Family Residence and one additional **detached unit dwelling**. **The detached unit dwelling** is currently used as an artist studio and under application with Larimer County for an 833.5 SQFT Accessory Living Area located above the detached garage for extended family use. The detached unit dwelling currently has a bathroom and a standalone sink. These two separate **unit dwellings** are currently served by **one ¾”** water tap. The property is on a septic system. Current Billing assigns **one** equivalency base unit for water.

[Property Search | Larimer County](https://www.larimer.gov/assessor/search#/property/?fromAddrNum=5521&toAddrNum=5521&city=FORT%20COLLINS&sales=any&accountid=R1290002)

<https://www.larimer.gov/assessor/search#/property/?fromAddrNum=5521&toAddrNum=5521&city=FORT%20COLLINS&sales=any&accountid=R1290002>





SPRING CANYON WATER AND SANITATION DISTRICT
4908 Shoreline Drive
Fort Collins, Colorado
(970) 226-5605

SEWER CONTRACT

THIS AGREEMENT, made and entered into by and between the SPRING CANYON SEWER AND SANITATION DISTRICT, a political subdivision of the State of Colorado, Larimer County, Colorado, hereinafter referred to as District, and

Larimer County Recreation

hereinafter referred to as User-Owner, is upon the following terms and conditions:

WITNESSETH:

WHEREAS, the District is constructing or has constructed facilities for the purpose of furnishing domestic sewer facilities to the users within said District; and

WHEREAS, the User-Owner desires the right to tap into the District's sewer system for the purpose of acquiring domestic sewer service, said tap to service the following property, to-wit:

4200 W County Road 38E, Fort Collins, CO 80526 Larimer County Parcel No. 96064-00907

NOW, THEREFORE, for good and valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. That the User-Owner purchases hereby (1) (number), 4" (size of tap) tap right from the District.

That the User-Owner shall have the right to tap into the District domestic sewer system at a point or points to be designated by the District, and under the control and supervision of the District or its representatives, said tap to serve the above described location. One tap shall be allowed for each tap right purchased as hereinabove designated.

The District reserves the right for itself or its representative to inspect and approve the lines connecting the User-Owner's premises and the District's system and reserves the right to require compliance with its rules, regulations and by-laws with respect to any labor or materials incurred or incorporated in the said lines connected with the District's sewer system.

The expense of such tap, including additional trunk lines, the connection, the tap and service line, and all other expenses thereof shall be paid by the User-Owner.

2. All taps shall be in such size as the District may permit and all service lines and trunk lines shall be of such construction and material as the District and its representatives may require and shall be constructed, maintained, repaired and replaced at the expense of the User-Owner or property owner. The District reserves the right to impose reasonable rules, regulations or by-laws with respect to the use of said sewer system. User-Owner agrees to be bound by the rules, regulations or by-laws established from time to time by the District. Anything herein to the contrary notwithstanding, the District shall install (at the User-Owner's expense) all sewer facilities within the public right of way, unless District authorizes in writing the installation by third party or parties, subject to inspection and approval by District or its representatives.
3. User-Owner has in addition to other expenses herein set forth, paid the sum of \$15,853 for each tap right, as Tap Purchase Price to the District, for each commercial or multiple family improvement under construction or to be constructed. It is mutually agreed that said purchase price covers sewer plant investment and sewer collection system investment. All expenses related to the installation and hookup of said tap to the existing mainline shall be borne entirely by the User-Owner and shall be in addition to all other charges and fees set forth herein.
4. User-Owner agrees to pay the District for the use of said sewer system the current rate per month per each commercial unit or multiple family dwelling units irrespective of whether said property is occupied or vacant commencing no later than 90 days following the execution of this contract by User-Owner and ratification by the District, provided, however, that if active service is requested and initiated prior to said 90 days then said monthly fee shall commence on said date and shall be prorated to the date of commencement of service. In the event that the User-Owner fails to initiate active use of said tap right within one year of the date of the ratification of this Agreement by the District, the District shall have the first right to repurchase said tap right at the same tap purchase price paid to the District for such tap right less a \$50.00 administrative charge and less any unpaid monthly service fees or charges, or late fees.

Commented [JC1]: Typically this would be "the Board of County Commissioners of Larimer County, Colorado" but if you want the contract to state your department name, you can have it state something like "the Board of County Commissioners of Larimer County, Colorado, for the Larimer County Natural Resources Department"

5. The District expressly reserves the right to increase or decrease the monthly rates at any time upon reasonable notice to its users and in compliance with all applicable laws, rules and regulations of the State of Colorado affecting the same.
6. The District expressly reserves the right to collect late charges for late payments of any charges. Due dates shall be designated by the District.
7. The tap purchased or conveyed under this Agreement, if uninstalled, may not be transferred or conveyed without the express prior written consent of the Board of Directors of the District. In the event that the User-Owner desires to sell any sewer tap right purchased from the District, the District shall have the first right to repurchase said tap right at the same tap purchase price paid to the District for such tap right. No sewer tap shall be transferred or conveyed by User-Owner to any other party until all amounts due in regards thereto, including but not limited to, tap fees, service charges and late fees, shall be paid in full, prior to such transfer.
8. User-Owner will execute and deliver to District, at such time and in such manner as requested by District, without further cost to District, such easement or easements in and over any property in which User-Owner has an ownership interest as the District may deem necessary for the construction, utilization and maintenance of the District's sewer system and facilities. The obligations shall also be binding upon subsequent grantees or owners of above described property or other property within the bounds of the District in which User-Owner has a present or acquires a future ownership interest.
9. User-Owner agrees that all trunk lines and other portions of the sewer system and facilities constructed or acquired by the District (excepting service lines) shall be and remain the sole property and in the sole ownership of the District, unless hereinafter agreed by the District in writing.
10. The District shall not be responsible for damage or other liability whatsoever due to the malfunction of the District sewer system or termination of service to the User-Owner by reason of such malfunction or failure of the District sewer system.
11. It is expressly understood and agreed that the time of payment of the monthly charges provided for herein is of the essence of this Agreement and that in default of any payment for the use of said sewer system or upon default or failure of the User-Owner to abide by any other terms or conditions hereof, the District may, upon reasonable notice, immediately discontinue its service and cancel and terminate this agreement, provided, however, that any such actions shall be in full compliance with the laws and administrative rules and regulations of the State of Colorado, its agencies or political subdivisions; and further provided that if it shall become necessary for the District to file suit for the collection of any such charges imposed by this Agreement or by the District that the User-Owner, for himself, his heirs, successors and assigns, agrees to pay all costs of any such suit, including a reasonable attorney's fee for the District's attorney upon a finding by a court of law that User-Owner owes such charges to District.

That this Agreement and all of the terms and conditions hereof shall extend to and be binding upon the heirs, assigns legal representatives and successors in interest of the parties hereto.

Upon ratification by the Board of Directors, this Agreement shall be binding between User-Owner and the District.

12. User-Owner reserves the right to terminate this Contract as well as any tap right granted hereunder.

13. The Larimer County Special Provisions attached hereto are incorporated herein by reference and shall control in the event of a conflict with other applicable terms, conditions or provisions.

IN WITNESS WHEREOF, the District has caused these presents to be subscribed by its President and attested by its Secretary and the Corporate Seal affixed thereto, and the party of the second part has caused his signature to be affixed thereto

this ____ day of _____, 20____.

User-Owner

User-Owner

APPROVED THIS _____ day of _____, 20____.

ATTEST:

SPRING CANYON WATER
AND SANITATION DISTRICT

By: _____
Secretary

By: _____
President

Commented [JC2]: Do they already have an easement for this? If not, work of the County Attorney's office when the easement is needed

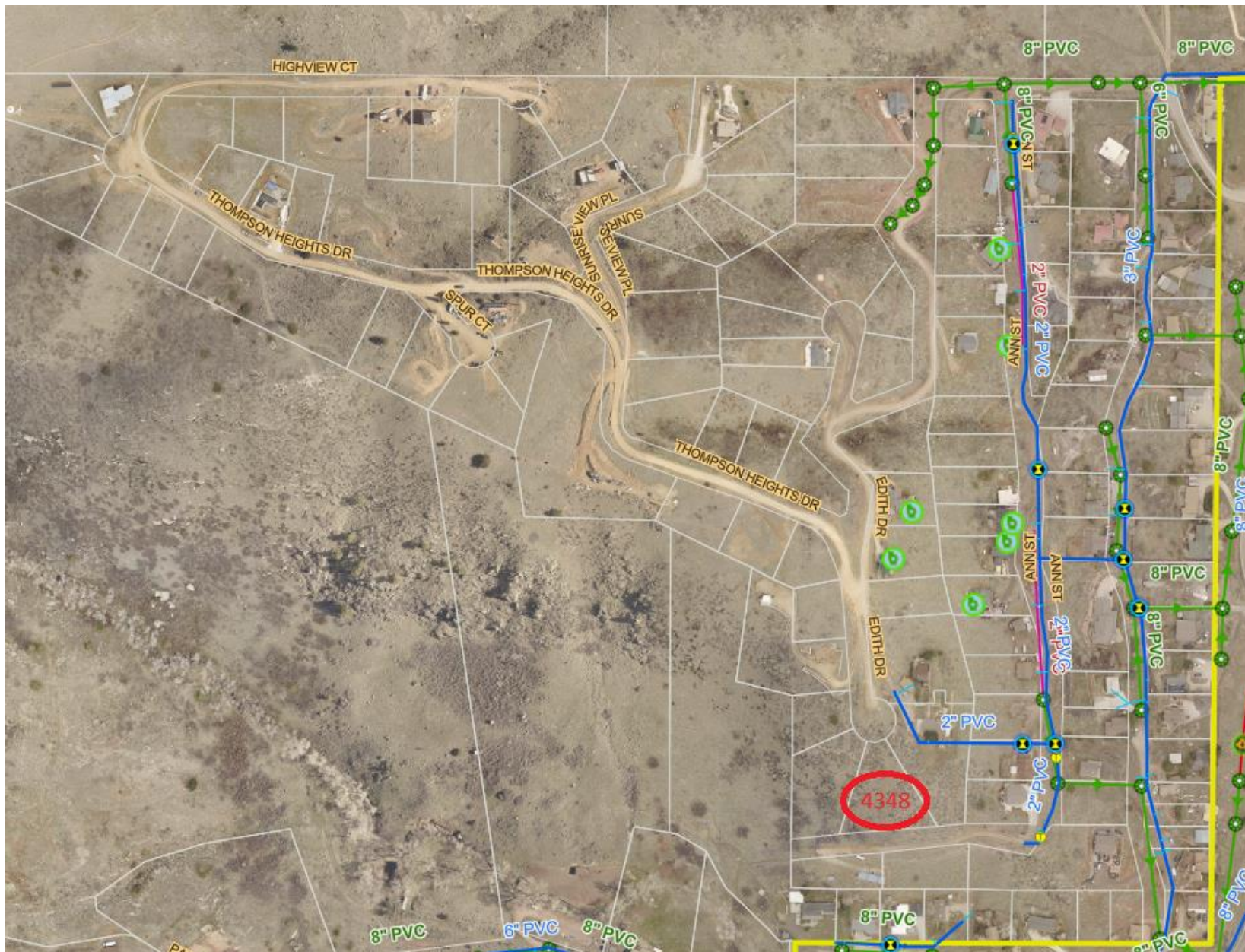
Larimer County Special Provisions

The party contracting with the County is referred to herein as "Contractor" and may be referred to by name, Vendor, or otherwise in other related documents. These Special Provisions have been agreed upon by the parties and are incorporated into the contract/agreement between Larimer County ("County") and Contractor. In the event of any conflict with any other term of the contract, referenced document, or incorporated term or condition (including embedded links), these Special Provisions shall control.

1. **Signature Authority.** The County is only bound by contracts approved and signed by someone authorized by Larimer County Administrative Policy and Procedure. This Contract may be executed in two or more counterparts, each of which shall be deemed an original. The parties approve the use of electronic signatures, which shall be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101 et seq. If this Contract is electronically signed it (a) is considered a "writing" or "in writing," (b) is deemed for all purposes as physically "signed," (c) is deemed an "original" when printed or copied from electronic files or records established and maintained in the normal course of business, and (d) satisfies any legal formalities requiring that agreements be in writing. Neither party will contest the admissibility of copies (or printed versions) of this Agreement under either the business records exception to the hearsay rule, the best evidence rule or otherwise on the basis that the Agreement was originated, signed, or maintained in electronic form.
2. **Fund Availability.** Pursuant to C.R.S. § 30-25-103 financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If funds are not appropriated, budgeted, or made available, this Contract shall immediately terminate without further County obligation.
3. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from negligence of the County, including without limitation its employees, departments, boards, offices, and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as applicable now or hereafter amended. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes.
4. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any employee of Contractor shall be deemed to be an employee or agent of the County. Contractor and its employees are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage. Contractor shall be responsible for all employment taxes, income taxes or other taxes incurred in performing this Contract. Contractor shall provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, and provide proof thereof when requested, and to be solely responsible for its acts and those of its employees and agents.
5. **Compliance With Law.** Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, Title II of the Americans with Disabilities Act of 1990, as amended, as well as laws applicable to discrimination and unfair employment practices.
6. **Choice of Law, Jurisdiction, and Venue.** Colorado law shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein which conflicts with said laws shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and venue shall be in Larimer County, Colorado, or Colorado Federal District Court. See also C.R.S. § 24-106-109
7. **Prohibited Terms.** Any term included in the Contract that requires Larimer County to indemnify or hold Contractor or any other party harmless; requires Larimer County to agree to binding arbitration; limits Contractor's liability for damages to anything other than actual and direct damages; or that conflicts with this provision in any way shall be void ab initio. Any provision included or incorporated herein by reference which purports to negate any Special Provision in whole or in part shall not be valid or enforceable in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Contract. See also C.R.S. § 24-106-109; Colorado Constitution Article XI, Sections 1 and 2 and Article X, Section 20.
8. **Conflict of Interest.** The Contractor avers that to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
9. **Insurance.** Contractor shall obtain and maintain at all times during the duration of this Contract, insurance as described in the County's solicitation, or as otherwise required by the County, and shall provide proof of such coverage.
10. **Changes & Order of Precedence.** Contractor shall furnish goods or services in strict accordance with the specifications and price set forth for each item. This Contract shall not be modified, superseded, or otherwise altered, except in writing signed by the County and accepted by Contractor. Any additional terms or conditions included in a Contractor form(s) or part(s) thereof, incorporated into any Contractor response to a solicitation, or transmitted to County by any other means, SHALL HAVE NO EFFECT and are DEEMED REJECTED unless expressly agreed to in writing by County.
11. **Assignment & Subcontracting.** No part of the Contract may be assigned or subcontracted without the prior written consent of the County.

12. **Tax Exemption.** The County is exempt from State, County, and Local sales and use taxes under Colorado Tax Exempt Number 98-04270, and no sales or use taxes shall be charged.
13. **Termination.** The County, by written notice, may terminate the Contract in whole or in part with or without cause. In the event of termination, the County shall be liable only for acceptably completed services and acceptable goods received; however, the County may withhold amounts due to the Contractor as the County deems necessary because of Contractor's breach and to reimburse the County for damages, costs and expenses incurred in curing, completing, or procuring similar goods and services.
14. **Non-Waiver of Rights.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
15. **Data Breach.** If at any time Contractor has access to, stores, or controls the transmission of electronic data or information provided to Contractor by County ("County Data"), the following obligations shall apply:
 - a. Contractor shall implement safeguards and take all reasonable precautions to ensure County Data is accessed, stored, and transmitted securely and to prevent unauthorized access, use, loss, or disclosure, including without limitation industry-accepted firewalls, up-to-date anti-virus software, and controlled access to the physical location of the hardware containing County Data;
 - b. Contractor's collection, access, use, storage, disposal, and disclosure of County Data shall comply with all applicable data protection laws, as well as all other applicable regulations and directives;
 - c. Contractor shall notify County of any actual or suspected incident that compromises or is suspected to compromise the security, confidentiality, or integrity of County Data as soon as possible, but no later than 24 hours after it becomes aware, including but not limited to breaches of Contractor's computer, information, email, financial, or other systems;
 - d. In the event of an incident, Contractor shall cooperate with the County's investigation of the incident, including making available all relevant records, logs, files, data reporting, and other materials necessary to comply with all applicable law or as otherwise reasonably required by County;
 - e. If the incident involves personal information of any kind or nature, at the option of County, Contractor shall satisfy any notification or other obligations imposed by law or reasonably imposed by County, or reimburse County for any costs it incurs in satisfying all such requirements and best practices;
 - f. Contractor shall promptly return or destroy any County Data upon request from the County; and
 - g. Contractor shall indemnify and defend County for any breach of the obligations in this Paragraph.
16. **Warranty.** The Contractor warrants and represents that it shall perform services in a timely, competent, and professional manner, and that all products and/or services furnished hereunder: (1) will conform in all respects to the terms of the contract documents, including any drawings, specifications or standards incorporated herein; (2) are in good working order and condition; (3) are free from defects in design, materials, and workmanship; and (4) are merchantable and fit for their particular purpose. All provisions and remedies of the Colorado Uniform Commercial Code, C.R.S. Title 4, relating to implied and express warranties are incorporated herein, in addition to any warranties contained in the contract documents.
17. **Right of Removal.** The County retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the County, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the County to be contrary to the public interest or the County's best interest.
18. **Digital Accessibility.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), as amended (42 U.S.C. Sec. 1201 et seq.), programs, services and other activities provided by a public entity to the public, whether directly or through a vendor, must be accessible to people with disabilities. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation at all times and at no additional cost to County, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C § 701 et. seq.; and the Colorado Anti-Discrimination Act, C.R.S. 24-34-401 et. seq., as amended; and the Colorado Accessibility Standards for Individuals with a Disability, C.R.S. 24-85-101 et. seq., C.R.S. § 24-34-802 and C.R.S. § 24-85-103. Such compliance may include, but not be limited to supporting assistive software or devices such as large print interfaces, text-to-speech output, voice activated input, refreshable braille displays, and alternative keyboard or pointer interfaces, in a manner that, at minimum, is consistent with 8 CCR 1501-11, and version 2.1 Level AA of the Web Content Accessibility Guidelines (<https://www.w3.org/TR/WCAG21/#background-on-wcag-2>) or its successor standard as updated and adopted by any regulatory entity of competent jurisdiction. Contractor shall ensure that product maintenance and upgrades are implemented in a manner that does not compromise product accessibility at any time. The only exception to the WCAG 2.1 Level AA compliance requirement is if making such modifications would fundamentally alter the nature of the service, program, or activity or present an undue financial, technical, or administrative burden.
19. **Invoices.** Unless a shorter time period is stated in another provision of the Contract, all invoices from the Contractor to County requesting payment for services/goods provided must be received by County sixty (60) days following the month in which such services/goods were provided or conducted. Failure to ensure that the County receives such invoices within this period of time shall result in all payment obligations associated with such services/goods identified in the delinquent invoice(s), even if reinserted or reclaimed in another invoice, being waived and County shall have no obligation to pay for such services/goods.

Item C - Request for Exception from Water/Sewer Tap Purchases and Mainline Extensions 4348 Edith Dr.



Spring Canyon Water & Sanitation District

District Manager's Report

July 18, 2024

Prepared by: Chris Olson

Sanitary Sewer Mainline Extension for 4210 Evensong Ct. – The Mainline Extension Agreements have all been executed. Given the start date of construction, the District is requiring the Developer to escrow the funds outlined in the construction contract no later than July 31, 2024. The escrowed funds will be held in a separate Colotrust account. Management of the project will consist of daily work being documented and photographed for District record, milestones requiring District staff to witness, and milestones requiring approval of SCWSD District engineer. Upon acceptance of the improvements by SCWSD District engineer and receipt of as-built drawings signed and sealed by contractor and engineer, final payment will be issued. At that time, title to all work, materials, and equipment furnished under the contract will pass to the District free and clear of all liens and other title defects, and a two-year warranty period will begin.

Old Arrowhead Tank Recoating

The coatings have been ordered by USG Water Solutions and direct shipped to the District maintenance shop. We are still on schedule for the recoating to take place near the beginning of August and awaiting a specific start date.

Newsletter – The draft of the second newsletter is near completion and will be sent to the board soon. We optimistically planned to send a newsletter quarterly this year but may only get three out in 2024. The third/final 2024 newsletter's timing and topics will fit very well around the budget and rate discussions and decisions. We will aim for quarterly newsletters again in 2025 and will plan for the first newsletter of the year to be a hardcopy mailed out.

2025 SCWSD Annual Budget – As we continue to work toward a Reserve Fund Policy and its adoption in line with the 2025 budget, there are a few additional matters/resolutions that I will soon present to the board for discussion and consideration prior to adoption of the 2025 budget. The most pertinent include:

- Additional language in SCWSD Schedule of Rates and Fees to include ADUs, if sqft, part time, or full-time use is taken into consideration for ADUs, and how the CIP surcharge is applied.
- Repurchase of uninstalled water/sewer taps
- Assessing CIP surcharges differently on equivalent units and tap size.
- District Reserve Fund

Calendar of Deadlines for SCWSD 2025 Budget

- i. September 25, 2024 SCWSD Board Meeting – Elect Budget Officer (from Board) to work with District Staff
- ii. On or Before October 15, 2024 – Draft Budget presented to SCWSD Board of Directors (copy in office for public review)
- iii. October 23, 2024 Board Meeting – Draft Budget Presentation and Discussion
- iv. October 28, 2024 - 30-day Notice of December 4, 2024 Rate Hearing posted on all customer bills
- v. November 1, 2024 – One time publication of notice of December 4th Budget hearing published in the Coloradoan
- vi. November 20, 2024 – Board Meeting - Continue Budget Discussion
- vii. December 4, 2024 – SCWSD Board of Directors adopt 2025 Budget & Public and Rate Hearing
- viii. December 15, 2024 – Mill Levy Certification Provided to County by SCWSD District Staff
- ix. December 31, 2024 – Annual Budget Filing due to DLG – Filed by SCWSD District Staff

WECO Water Fluency Program 2024 - Session 3 & 4 – In person sessions July 31/August 1 Winter Park, Colorado. Agenda TBD.

Water Loss Tracking

Billing Cycle	Trilby Pump Station Consumption (Gal.)	SCWSD Sold (Gal.)	Non-Revenue Water (Gal.)	Non-Revenue Water (\$3.39/1,000Gal)2022 (\$3.66/1,000Gal)2023 (\$3.84/1,000Gal)2024	Non-Revenue Water (%)
4/20/22-5/20/22	3,053,500	2,263,298	790,202	\$2,678.78	25.88%
5/20/22-6/20/22	3,416,700	2,638,857	777,843	\$2,636.88	22.77%
6/20/22-7/20/22	4,727,000	3,769,422	957,578	\$3,246.19	20.26%
7/20/22-8/20/22	4,537,100	3,460,398	1,076,702	\$3,650.02	23.73%
8/20/22-9/20/22	4,419,600	3,277,624	1,141,976	\$3,871.30	25.84%
9/20/22-10/20/22	3,789,900	2,704,244	1,085,656	\$3,680.37	28.65%
10/20/22-11/20/22	2,681,700	1,999,952	681,748	\$2,311.13	25.42%
11/20/22-12/20/22	2,249,600	1,595,820	653,780	\$2,216.31	29.06%
12/20/23-1/20/23	2,724,600	1,993,388	731,212	\$2,676.23	26.83%
1/20/23-2/20/23	2,692,700	1,878,653	814,047	\$2,979.41	30.23%
2/20/23-3/20/23	2,240,500	1,519,155	721,345	\$2,640.12	32.20%
3/20/23-4/20/23	2,602,200	1,803,786	798,414	\$2,922.19	30.68%
4/20/23-5/20/23	2,547,300	1,875,900	671,400	\$2,457.32	26.36%
5/20/23-6/20/23	2,987,300	2,258,096	729,204	\$2,668.89	24.44%
6/20/23-7/20/23	3,529,400	2,897,018	632,382	\$2,314.52	17.92%
7/20/23-8/20/23	3,601,700	2,915,815	685,885	\$2,510.34	19.04%
8/20/23-9/20/23	3,224,800	2,444,121	780,679	\$2,857.29	24.21%
9/20/23-10/20/23	3,204,000	2,373,049	830,951	\$3,041.28	25.93%
10/20/23-11/20/23	2,610,100	2,007,648	602,452	\$2,204.98	23.08%
11/20/23-12/20/23	2,159,000	1,568,899	590,101	\$2,159.77	27.33%
12/20/23-01/20/24	2,275,600	1,659,277	616,323	\$2,366.68	27.08%
01/20/24-02/20/24	2,430,200	1,809,121	621,079	\$2,384.94	25.56%
02/20/24-03/20/24	1,952,600	1,435,439	517,161	\$1,985.90	26.49%
03/20/24-04/20/24	2,042,200	1,499,623	542,577	\$2,083.49	26.57%
04/20/24-05/20/24	2,536,200	1,839,911	696,289	\$2,673.75	27.45%
5/20/24-06/21/24	3,436,300	2,793,278	643,022	\$2,469.20	18.71%
06/20/24-07/20/24	3,830,000	TBD			

Spring Canyon Water Sanitation District Disbursements

June 2024

Check No.	Name	Description	Paid Amount
4176-4184	Board and Staff Payroll 6/1	Payroll	\$9,491.93
4185	Voided Misprint		-
4186	Darla N. Howard	Darla Howard - May Meeting, Paid in May Disbursements	-
4187-4189	Voided Errant Liabilities	QB Tax Miscalculation, Duplicate of Voided Misprint	-
4190	Aamco Inc.	Airflow Sensor Replacement	\$223.37
4191	Amazon Capital Services	Lawn Aerator, Cable Tie Mounts Nitrile Gloves, Replacement Blinds	\$214.57
4192	CEBT Payments	Insurance Premiums	\$4,796.67
4193	Civil Worx	General Engineering Planning, S.O.I.C Planning and Utilities Sandstone Planning and Utilities	\$5,530.00
4194	Colorado Analytical Labs Inc.	Water Lab Analysis	\$283.00
4195	Comcast	Internet Bill	\$224.93
4196	First Bank	Software Subscriptions, Vehicle Expenses, Tools, Training and Travel, Admin Maintnence	\$1,290.26
4197	Fort Collins Loveland Water District	Water Contract	\$7,680.38
4198	Great West Life & Annuity	Retirement Contributions	\$405.03
4199	Horsetooth Lake Estates HOA	Annual HOA Dues	\$150.00
4200	RJS Engineering LLC	Arc Flash Final Bill	\$6,000.00
4201	Verizon	Phone Bill	\$233.10
4202	Arvada Pump Company	PM for 8 Pumps	\$2,550.00
4203	4Rivers Equipment LLC	Skid Steer Repair	\$2,309.08
4204 - 4207	Payroll 6/16	Payroll	\$8,153.00
4208	Aamco Inc.	Vehicle Maintnence	\$71.76
4209	Amazon Capital Services	Air Filters, Hard Hats, Ear Plugs Gloves, File Holder	\$283.43
4210	CEGR Law	Legal Services	\$288.00
4211	Dana Kepner	Hydrant Parts	\$1,363.83
4212	Great West Life & Annuity	Retirement Contributions	\$405.03
4213	InvisionGIS	GIS Mapping, Training and Updates	\$1,995.00
4214	Larimer Emergency Telephone Authority	LETA Annual Renewal	\$499.00
4215	Nathan Webb	IT Support	\$340.00
4216	Timber Line Electric & Control Corp.	SCADA Support Renewal	\$748.00
4217	USA Bluebook	Pipe Locator	\$90.18
4218	Verizon	Desk Phone	\$130.00
4219	Darla N. Howard	Consulting Fees	\$70.05
4220	Poudre Valley REA	Electric Bill	\$4,092.91
4221	USPS	Billing Postage	\$212.00
		Total	\$60,124.51

SPRING CANYON WATER SANITATION DISTRICT

PREPARED FINANCIAL STATEMENTS

**For the one month and six months ended
June 30, 2024**

Rodahl & Company, LLC CPAs



To the Board of Directors
Spring Canyon Water Sanitation District
4908 Shoreline Drive
Fort Collins, CO 80526

We have prepared from information provided to us by management the accompanying Statement of Net Position of Spring Canyon Water Sanitation District as of June 30, 2024, and the related Statement of Revenues and Expenses for the one month and six months ended June 30, 2024. These financial statements were not subjected to any audit, review, or compilation standards nor did we verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any form of assurance on these financial statements.

We draw attention to Note 1 of the financial statements that management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our preparation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Respectfully submitted,

Rodahl & Company CPAs, LLC

July 11, 2024

Phone: 970-207-0747
Fax: 970-207-0753
2038 Vermont Drive, Suite 101
Fort Collins, CO 80525

Spring Canyon Water Sanitation District
Statement of Net Position
As of June 30, 2024

	Jun 30, 24
ASSETS	
Current Assets	
Checking/Savings	
1001 · First Bank	153,986.56
1002 · Colotrust-CDT General Account	3,779,296.83
1004 · Colotrust Water Tap Reserve	418,402.25
1009 · Petty Cash	115.00
Total Checking/Savings	4,351,800.64
Accounts Receivable	
1020 · Accounts Receivable	150.72
Total Accounts Receivable	150.72
Other Current Assets	
1030 · Property Taxes Receivable	20,726.58
1040 · Utility Accounts Receivable	
1041 · System Improvements Receivable	39,713.24
1040 · Utility Accounts Receivable - Other	98,159.35
Total 1040 · Utility Accounts Receivable	137,872.59
1050 · Prepaid Insurance	8,809.57
Total Other Current Assets	167,408.74
Total Current Assets	4,519,360.10
Other Assets	
1510 · Water Treatment Plant	-0.50
1511 · Water Distribution System	5,245,701.97
1512 · Water Laboratory	1,167.59
1514 · Water Meter System	272,226.27
1515 · Holiday Drive Bypass Improvmnt	319,539.70
1519 · Water Accumulated Depreciation	-1,295,456.27
1520 · Sewer Treatment Improvements	611,296.31
1521 · Sewer Collection Asset	1,386,536.69
1522 · Sewer - Improve in Progress	1,050.14
1529 · Sewer Accumulated Depreciation	-1,583,536.09
1530 · Buildings and Improvements	47,200.00
1540 · Transportation Equipment	92,781.00
1550 · Software Asset	17,484.00
1560 · Tools and Equipment	7,967.00
1569 · Gen Accumulated Depreciation	-115,210.49
Total Other Assets	5,008,747.32
TOTAL ASSETS	9,528,107.42

No assurance provided on the financial statements.

Spring Canyon Water Sanitation District
Statement of Net Position
As of June 30, 2024

	Jun 30, 24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	39,774.21
Total Accounts Payable	39,774.21
Other Current Liabilities	
2100 · Payroll Liabilities	
2101 · Federal Withholding	821.00
2102 · Colorado Withholding	2,734.00
2103 · Medicare Withholding	299.84
2104 · Social Security Withholding	1,282.06
2105 · Deferred Compensation Payable	6.11
2107 · Fed & State Unemployment Payable	68.55
2108 · CO FAMILI LEAVE Payable	204.76
Total 2100 · Payroll Liabilities	5,416.32
2150 · Current Portion-Long Term Debt	140,349.00
2200 · Deferred Revenue-Property Tax	20,726.58
2301 · Interconnect Interest Payable	3,069.10
2305 · Interconnect Retainage Payable	0.03
Total Other Current Liabilities	169,561.03
Total Current Liabilities	209,335.24
Long Term Liabilities	
2500 · Accrued Vacation and Sick Leave	14,210.99
2600 · Interconnect Loan Payable	1,841,372.31
2699 · Less Curr Prtn-Lng Term Debt	-140,349.00
Total Long Term Liabilities	1,715,234.30
Total Liabilities	1,924,569.54
Equity	
3000.1 · Net Invested in Capital Assets	3,044,877.00
3000.2 · Restricted	267,144.00
3000.3 · Unrestricted	4,291,516.88
TOTAL NET POSITION	7,603,537.88

No assurance provided on the financial statements.

Spring Canyon Water Sanitation District Statement of Revenues and Expenses

For the one month ended June 30, 2024

	Jun 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · Active Installed Water	55,434.71	49,891.92	5,542.79	111.1%
4001 · Active Uninstalled Water	487.04	360.17	126.87	135.2%
4100 · Active Installed Sewer	38,722.56	38,581.50	141.06	100.4%
4101 · Active Uninstalled Sewer	782.30	1,208.33	-426.03	64.7%
4200 · General Property Tax	2,883.70	6,538.83	-3,655.13	44.1%
4205 · Specific Ownership	396.12	457.75	-61.63	86.5%
4300 · Interest Income	18,212.07	11,250.00	6,962.07	161.9%
4310 · Miscellaneous Income	145.72	750.00	-604.28	19.4%
4320 · Penalties and Interest	1,040.00	916.67	123.33	113.5%
4330 · Transfer Fees	0.00	41.67	-41.67	0.0%
4340 · System Improvement Surcharge	37,424.82	37,117.67	307.15	100.8%
Total Income	155,529.04	147,114.51	8,414.53	105.7%
Gross Profit	155,529.04	147,114.51	8,414.53	105.7%
Expense				
5000 · Payroll Expenses				
5001 · Salaries and Wages	21,429.28	22,447.33	-1,018.05	95.5%
5001.1 · Salaries & Wages-On Call	885.67	866.67	19.00	102.2%
5002 · Directors Fees	375.00	450.00	-75.00	83.3%
5004 · Employer Deferred Comp	246.06	550.42	-304.36	44.7%
5005 · Employer Unemployment	9.55	41.67	-32.12	22.9%
5006 · Medicare Expense	327.51			
5007 · Social Security Expense	1,400.37	1,666.67	-266.30	84.0%
5008 · Employer CO FMLI LEAVE Tax	78.25	116.67	-38.42	67.1%
Total 5000 · Payroll Expenses	24,751.69	26,139.43	-1,387.74	94.7%
5009 · Health Insurance	4,410.53	4,458.33	-47.80	98.9%
5012 · Utilities	695.53	1,000.00	-304.47	69.6%
5013 · Repairs and Maintenance - Admin	0.00	1,666.67	-1,666.67	0.0%
5014 · Audit	0.00	708.33	-708.33	0.0%
5015 · Liability Insurance	1,761.92	1,761.92	0.00	100.0%
5016 · Workers Comp Insurance	0.00	365.00	-365.00	0.0%
5018 · Legal	576.00	833.33	-257.33	69.1%
5019 · Uniforms & Safety Equipment				
5019.1 · Arc Flash Assessment	0.00	1,625.00	-1,625.00	0.0%
5019 · Uniforms & Safety Equipment - Other	101.57	625.00	-523.43	16.3%
Total 5019 · Uniforms & Safety Equipment	101.57	2,250.00	-2,148.43	4.5%
5020 · Dues and Publications	499.00	291.67	207.33	171.1%
5021 · Training and Travel	0.00	375.00	-375.00	0.0%
5022 · Vehicle Maintenance	258.24	500.00	-241.76	51.6%
5023 · Collection Fees - admin	57.79	125.00	-67.21	46.2%
5025 · Computer Software & Support	2,387.99	1,250.00	1,137.99	191.0%
5026 · Office Supplies	823.32	875.00	-51.68	94.1%
5028 · Miscellaneous Expense	63.58	154.17	-90.59	41.2%
5028.1 · Consulting Fees	100.00			
5029 · Accounting	987.00	1,000.00	-13.00	98.7%
5030 · GIS Mapping	1,995.00	625.00	1,370.00	319.2%
5035 · General Engineering	6,046.21	1,666.67	4,379.54	362.8%
5036 · Tools	69.38	333.33	-263.95	20.8%
5037 · Parts Inventory	0.00	208.33	-208.33	0.0%
5110 · FCLWD Water Treatment-Contract	10,626.43	12,310.33	-1,683.90	86.3%
5113 · Water Lab Analysis	0.00	208.33	-208.33	0.0%
5114 · Water Treatment Materials	0.00	83.33	-83.33	0.0%
5120 · Water Transmiss Repair & Maint	61.05	5,416.67	-5,355.62	1.1%
5121 · Water Transmission Utilities	3,656.75	2,083.33	1,573.42	175.5%
5123 · Water Transmission Materials	0.00	833.33	-833.33	0.0%
5200 · Sewer Collection Repair & Maint	61.05	3,333.33	-3,272.28	1.8%
5201 · Sewer Collection Utilities	2,098.15	2,083.33	14.82	100.7%
5203 · Sewer Collection Materials	0.00	833.33	-833.33	0.0%
5210 · Sewer Treatment (Contract)	7,631.25	7,666.67	-35.42	99.5%
5402 · Arrowhead Tank Project	0.00	3,664.25	-3,664.25	0.0%
5408 · Sewer Over Inlet, Shoreline Dr	2,440.00	44,075.00	-41,635.00	5.5%
5409 · Sandstone Tank Replacement	725.00	14,368.50	-13,643.50	5.0%
5410 · Shoreline Drive	0.00	21,927.17	-21,927.17	0.0%
5411 · Minuteman Drive	0.00	14,131.17	-14,131.17	0.0%
5506 · General Depreciation	924.86			

No assurance provided on the financial statements

Spring Canyon Water Sanitation District Statement of Revenues and Expenses

For the one month ended June 30, 2024

	Jun 24	Budget	\$ Over Budget	% of Budget
5508 · Water Distribution Depreciation	10,166.72			
5509 · Sewer Depreciation	2,671.92			
Total Expense	86,647.93	179,605.25	-92,957.32	48.2%
Net Ordinary Income	68,881.11	-32,490.74	101,371.85	-212.0%
Change in Net Position	68,881.11	-32,490.74	101,371.85	-212.0%

No assurance provided on the financial statements

Spring Canyon Water Sanitation District Statement of Revenues and Expenses

For the six months ended June 30, 2024

	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4000 · Active Installed Water	290,071.79	299,351.52	-9,279.73	96.9%
4001 · Active Uninstalled Water	2,619.87	2,161.02	458.85	121.2%
4002 · Materials Income - Water	250.00			
4100 · Active Installed Sewer	232,880.35	231,489.00	1,391.35	100.6%
4101 · Active Uninstalled Sewer	4,203.56	7,249.98	-3,046.42	58.0%
4200 · General Property Tax	55,787.32	39,232.98	16,554.34	142.2%
4205 · Specific Ownership	1,946.11	2,746.50	-800.39	70.9%
4300 · Interest Income	107,285.92	67,500.00	39,785.92	158.9%
4310 · Miscellaneous Income	1,387.56	4,500.00	-3,112.44	30.8%
4320 · Penalties and Interest	6,825.00	5,500.02	1,324.98	124.1%
4330 · Transfer Fees	300.00	250.02	49.98	120.0%
4340 · System Improvement Surcharge	224,778.69	222,706.02	2,072.67	100.9%
Total Income	928,336.17	882,687.06	45,649.11	105.2%
Gross Profit	928,336.17	882,687.06	45,649.11	105.2%
Expense				
5000 · Payroll Expenses				
5001 · Salaries and Wages	131,369.87	134,683.98	-3,314.11	97.5%
5001.1 · Salaries & Wages-On Call	5,199.74	5,200.02	-0.28	100.0%
5002 · Directors Fees	2,400.00	2,700.00	-300.00	88.9%
5004 · Employer Deferred Comp	2,400.11	3,302.52	-902.41	72.7%
5005 · Employer Unemployment	245.66	250.02	-4.36	98.3%
5006 · Medicare Expense	2,168.62			
5007 · Social Security Expense	9,272.65	10,000.02	-727.37	92.7%
5008 · Employer CO FMLI LEAVE Tax	554.46	700.02	-145.56	79.2%
Total 5000 · Payroll Expenses	153,611.11	156,836.58	-3,225.47	97.9%
5009 · Health Insurance	27,299.24	26,749.98	549.26	102.1%
5012 · Utilities	5,737.18	6,000.00	-262.82	95.6%
5013 · Repairs and Maintenance - Admin	502.47	10,000.02	-9,497.55	5.0%
5014 · Audit	8,250.00	4,249.98	4,000.02	194.1%
5015 · Liability Insurance	12,333.43	10,571.52	1,761.91	116.7%
5016 · Workers Comp Insurance	290.00	2,190.00	-1,900.00	13.2%
5018 · Legal	1,832.50	4,999.98	-3,167.48	36.7%
5019 · Uniforms & Safety Equipment				
5019.1 · Arc Flash Assessment	12,000.00	9,750.00	2,250.00	123.1%
5019 · Uniforms & Safety Equipment - Other	827.57	3,750.00	-2,922.43	22.1%
Total 5019 · Uniforms & Safety Equipment	12,827.57	13,500.00	-672.43	95.0%
5020 · Dues and Publications	2,187.54	1,750.02	437.52	125.0%
5021 · Training and Travel	2,269.01	2,250.00	19.01	100.8%
5022 · Vehicle Maintenance	5,381.99	3,000.00	2,381.99	179.4%
5023 · Collection Fees - admin	1,133.50	750.00	383.50	151.1%
5025 · Computer Software & Support	7,689.21	7,500.00	189.21	102.5%
5026 · Office Supplies	7,930.52	5,250.00	2,680.52	151.1%
5028 · Miscellaneous Expense	719.67	925.02	-205.35	77.8%
5028.1 · Consulting Fees	370.05			
5029 · Accounting	5,922.00	6,000.00	-78.00	98.7%
5030 · GIS Mapping	7,994.68	3,750.00	4,244.68	213.2%
5035 · General Engineering	6,513.84	10,000.02	-3,486.18	65.1%
5036 · Tools	1,280.35	1,999.98	-719.63	64.0%
5037 · Parts Inventory	0.00	1,249.98	-1,249.98	0.0%
5110 · FCLWD Water Treatment-Contract	44,133.18	73,861.98	-29,728.80	59.8%
5113 · Water Lab Analysis	1,191.77	1,249.98	-58.21	95.3%
5114 · Water Treatment Materials	186.00	499.98	-313.98	37.2%
5120 · Water Transmiss Repair & Maint	3,318.43	32,500.02	-29,181.59	10.2%
5121 · Water Transmission Utilities	11,494.20	12,499.98	-1,005.78	92.0%
5123 · Water Transmission Materials	1,835.69	4,999.98	-3,164.29	36.7%
5200 · Sewer Collection Repair & Maint	5,575.31	19,999.98	-14,424.67	27.9%
5201 · Sewer Collection Utilities	11,463.10	12,499.98	-1,036.88	91.7%
5203 · Sewer Collection Materials	650.76	4,999.98	-4,349.22	13.0%
5210 · Sewer Treatment (Contract)	45,787.50	46,000.02	-212.52	99.5%
5300 · Interest Outlay	18,413.72			
5301 · Principal Outlay	69,825.86			
5402 · Arrowhead Tank Project	0.00	21,985.50	-21,985.50	0.0%
5405 · Holiday Drive ByPass	14,498.80			
5408 · Sewer Over Inlet, Shoreline Dr	27,392.50	264,450.00	-237,057.50	10.4%
5409 · Sandstone Tank Replacement	2,808.50	86,211.00	-83,402.50	3.3%
5410 · Shoreline Drive	0.00	131,563.02	-131,563.02	0.0%
5411 · Minuteman Drive	0.00	84,787.02	-84,787.02	0.0%
5506 · General Depreciation	5,549.16			

No assurance provided on the financial statements

Spring Canyon Water Sanitation District Statement of Revenues and Expenses

For the six months ended June 30, 2024

	Jan - Jun 24	Budget	\$ Over Budget	% of Budget
5508 · Water Distribution Depreciation	61,000.32			
5509 · Sewer Depreciation	16,031.52			
Total Expense	613,232.18	1,077,631.50	-464,399.32	56.9%
Net Ordinary Income	315,103.99	-194,944.44	510,048.43	-161.6%
Change in Net Position	315,103.99	-194,944.44	510,048.43	-161.6%

No assurance provided on the financial statements

SPRING CANYON WATER SANITATION

DISTRICT Notes to the Financial Statements

June 30, 2024

1. Management has elected to omit substantially all the disclosures and the statement of cash flows ordinarily included in financial statements prepared in accordance with the accrual basis of accounting. If the omitted disclosures and statement of cash flows were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

SUPPLEMENTARY INFORMATION

Spring Canyon Water Sanitation District
Statement of Activity
For the six months ended June 30, 2024
As compared to the 2024 Annual Budget

	<u>Jan-June 24</u>	<u>2024 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4000 · Active Installed Water	290,071.79	598,703.04	-308,631.25	48.45%
4001 · Active Uninstalled Water	2,619.87	4,322.04	-1,702.17	60.62%
4002 · Materials Income - Water	250.00	0.00	250.00	100.0%
4100 · Active Installed Sewer	232,880.35	462,978.00	-230,097.65	50.3%
4101 · Active Uninstalled Sewer	4,203.56	14,499.96	-10,296.40	28.99%
4200 · General Property Tax	55,787.32	78,465.96	-22,678.64	71.1%
4205 · Specific Ownership	1,946.11	5,493.00	-3,546.89	35.43%
4300 · Interest Income	107,285.92	135,000.00	-27,714.08	79.47%
4310 · Miscellaneous Income	1,387.56	9,000.00	-7,612.44	15.42%
4320 · Penalties and Interest	6,825.00	11,000.04	-4,175.04	62.05%
4330 · Transfer Fees	300.00	500.04	-200.04	60.0%
4340 · System Improvement Surcharge	224,778.69	445,412.04	-220,633.35	50.47%
Total Income	<u>928,336.17</u>	<u>1,765,374.12</u>	<u>-837,037.95</u>	<u>52.59%</u>
Expense				
5000 · Payroll Expenses				
5001 · Salaries and Wages	131,369.87	269,367.96	-137,998.09	48.77%
5001.1 · Salaries & Wages-On Call	5,199.74	10,400.04	-5,200.30	50.0%
5002 · Directors Fees	2,400.00	5,400.00	-3,000.00	44.44%
5004 · Employer Deferred Comp	2,400.11	6,605.04	-4,204.93	36.34%
5005 · Employer Unemployment	245.66	500.04	-254.38	49.13%
5006 · Medicare Expense	2,168.62	3,299.22	-1,130.60	65.73%
5007 · Social Security Expense	9,272.65	16,700.82	-7,428.17	55.52%
5008 · Employer CO FAML I LEAVE Tax	554.46	1,400.04	-845.58	39.6%
Total 5000 · Payroll Expenses	<u>153,611.11</u>	<u>313,673.16</u>	<u>-160,062.05</u>	<u>48.97%</u>
5009 · Health Insurance	27,299.24	53,499.96	-26,200.72	51.03%
5012 · Utilities	5,737.18	12,000.00	-6,262.82	47.81%
5013 · Repairs and Maintenance - Admin	502.47	20,000.04	-19,497.57	2.51%
5014 · Audit	8,250.00	8,499.96	-249.96	97.06%
5015 · Liability Insurance	12,333.43	21,143.04	-8,809.61	58.33%
5016 · Workers Comp Insurance	290.00	4,380.00	-4,090.00	6.62%
5017 · Surety Bond Insurance	0.00	0.00	0.00	0.0%
5018 · Legal	1,832.50	9,999.96	-8,167.46	18.33%
5019 · Uniforms & Safety Equipment	827.57	7,500.00	-6,672.43	11.03%
5019.1 Arc Flash Assessment	12,000.00	19,500.00	-7,500.00	61.54%
5020 · Dues and Publications	2,187.54	3,500.04	-1,312.50	62.5%
5021 · Training and Travel	2,269.01	4,500.00	-2,230.99	50.42%
5022 · Vehicle Maintenance	5,381.99	6,000.00	-618.01	89.7%
5023 · Collection Fees - admin	1,133.50	1,500.00	-366.50	75.57%
5025 · Computer Software & Support	7,689.21	15,000.00	-7,310.79	51.26%

Spring Canyon Water Sanitation District
Statement of Activity
For the six months ended June 30, 2024
As compared to the 2024 Annual Budget

	<u>Jan-June 24</u>	<u>2024 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5026 · Office Supplies	7,930.52	10,500.00	-2,569.48	75.53%
5028 · Miscellaneous Expense	719.67	1,850.04	-1,130.37	38.9%
5028.1 · Consulting Fees	370.05	0.00	370.05	100.0%
5029 · Accounting	5,922.00	12,000.00	-6,078.00	49.35%
5030 · GIS Mapping	7,994.68	7,500.00	494.68	106.6%
5035 · General Engineering	6,513.84	20,000.04	-13,486.20	32.57%
5036 · Tools	1,280.35	3,999.96	-2,719.61	32.01%
5037 · Parts Inventory	0.00	2,499.96	-2,499.96	0.0%
5040 · General Capital Services	0.00	0.00	0.00	0.0%
5110 · FCLWD Water Treatment-Contract	44,133.18	147,723.96	-103,590.78	29.88%
5113 · Water Lab Analysis	1,191.77	2,499.96	-1,308.19	47.67%
5114 · Water Treatment Materials	186.00	999.96	-813.96	18.6%
5120 · Water Transmiss Repair & Maint	3,318.43	65,000.04	-61,681.61	5.11%
5121 · Water Transmission Utilities	11,494.20	24,999.96	-13,505.76	45.98%
5123 · Water Transmission Materials	1,835.69	9,999.96	-8,164.27	18.36%
5200 · Sewer Collection Repair & Maint	5,575.31	39,999.96	-34,424.65	13.94%
5201 · Sewer Collection Utilities	11,463.10	24,999.96	-13,536.86	45.85%
5203 · Sewer Collection Materials	650.76	9,999.96	-9,349.20	6.51%
5210 · Sewer Treatment (Contract)	45,787.50	92,000.04	-46,212.54	49.77%
5300 · Interest Outlay	18,413.72	0.00	18,413.72	100.0%
5301 · Principal Outlay	69,825.86	0.00	69,825.86	100.0%
5402 · Arrowhead Tank Project	0.00	43,971.00	-43,971.00	0.0%
5405 · Holiday Drive ByPass	14,498.80	0.00	14,498.80	100.0%
5408 · Sewer Over Inlet, Shoreline Dr	27,392.50	528,900.00	-501,507.50	5.18%
5409 · Sandstone Tank Replacement	2,808.50	172,422.00	-169,613.50	1.63%
5410 · Shoreline Drive	0.00	263,126.04	-263,126.04	0.0%
5411 · Minuteman Drive	0.00	169,574.04	-169,574.04	0.0%
5506 · General Depreciation	5,549.16	0.00	5,549.16	100.0%
5508 · Water Distribution Depreciation	61,000.32	0.00	61,000.32	100.0%
5509 · Sewer Depreciation	16,031.52	0.00	16,031.52	100.0%
Total Expense	<u>613,232.18</u>	<u>2,155,263.00</u>	<u>-1,542,030.82</u>	<u>28.45%</u>
Net Ordinary Income	<u>315,103.99</u>	<u>-389,888.88</u>	<u>704,992.87</u>	<u>-80.82%</u>
Change in Net Position	<u><u>315,103.99</u></u>	<u><u>-389,888.88</u></u>	<u><u>704,992.87</u></u>	<u><u>-80.82%</u></u>

Engineer's Report – July 18, 2024

Sewer Over Inlet Canal

Per our discussion at the last meeting and based on the continued slow response from the Bureau of Reclamation we are not likely to get the Sewer over inlet canal project constructed this year. We are still waiting for a response from the Bureau, so we can finalize the Environmental assessment that we need to submit with the application to the Bureau which needs to be approved to submit the site plan to CDPHE. We will continue to move the design forward with the idea of constructing the lift station early next year.

Sandstone Tanks

We are proceeding with the design that will include one fiberglass underground tank. Based on the sizing of the tanks and the minimize the chlorine residual concerns with the site we will replacing the two tanks with one 15,000 gallon tank. We met onsite with the district staff to discuss the orientation of the tank and the replacement of the existing pump station as well as the placement of a new sampling station and are continuing with the final design of the plans based on that meeting.

General Engineering Services

We met with the County and the customer on the Evensong sewer extension and did a field walk of the site as one of the last items for the right-of-way permit. They are looking at starting that extension in mid to late August.

Per our discussion last month and knowing that we will be constructing sewer over inlet canal next year we have prepared a task order for the design of the combined project of the water system air relief and additional valving project and the lift station bypass project. The goal is to get them both bid and constructed this year along with the Sandstone tank project and the recoating of the Arrowhead tank.

As a reminder the lift station bypass project would assist in lowering the worst case scenario for the capital reserves budget from approximately \$1,075,000 to approximately \$225,000.

Thank you for continuing to allow us to serve the district,



Justin C. Beckner, PE
Project Manager

**EXHIBIT A
TASK ORDER**

Task Order No. 2024-03

Effective Date: July 19, 2024

**Task Order Amendment to the
CivilWorx, LLC
Master Agreement for Professional Services**

Civilworx, LLC (Consultant) agrees to provide to: Spring Canyon Water and Sanitation District (Client), the professional services described below for the Project identified below. The professional services shall be performed in accordance with and shall be subject to the terms and conditions of the Master Agreement for Professional Services executed by and between Consultant and Client on the 26th day of September 2018.

TASK ORDER PROJECT NAME: 2024-03

TASK ORDER PROJECT DESCRIPTION: Water System Air Relief, Additional Valving, and Sewer Bypass

CONSULTANT CONTACT PERSON: Justin C. Beckner (970) 698-6046

CLIENT CONTACT PERSON: Chris Olson (970) 217-2456

SCOPE OF WORK: Preparation of construction documents for Water System Air Relief, Additional Valving, and Sewer Bypass refer to attached scope.

FEE ARRANGEMENT: Time and Materials Not to Exceed \$12,500.00

SPECIAL TERMS AND CONDITIONS: none

(Client)

CivilWorx, LLC

(Consultant)

By: _____

By: 
Justin C. Beckner

Title: _____
(Authorized signature and Title)

Title: Principal
(Authorized signature and Title)

Date: _____

Date: July 19, 2024

Address: _____

Address: 4025 Automation Way, Ste B2

City: _____

City: Fort Collins, Colorado 80525

Spring Canyon Water and Sanitation District Water System Air Relief, Additional Valving, and Sewer Bypass CivilWorx Engineering Proposal

PROJECT OBJECTIVE:

The water system air relief portion of the project is to assist with air entrapment in the system caused by the multiple high and low points. Air in the water system can damage pumps and stop water from flowing through the pipeline. This project will place approximately 20 air valves throughout Spring Canyon to help the trapped air escape. In turn, pumps should last longer, transmission efficiency should be increased, and money will be saved.

The additional valving portion of the project is to address the lack of valving at junctions between waterlines and to replace valves that have seized that were identified in the recent valve exercising that the district underwent. Valving problems limit the ability to isolate sections of the line when emergencies occur. This project will focus on the critical areas and provide additional valving to assist in the isolation of sections of line by adding and/or replacing approximately 20 gate valves to the system.

The bypass

CivilWorx and our subconsultants will provide professional engineering services, including survey, utility investigation, and contract documents for construction.

PROPOSED SCOPE OF WORK

Final Design

The Final Design effort will gather field and utility mapping information and establish the limits and requirements for construction. The detailed scope is below.

Task 1.1: CivilWorx will coordinate with District staff to review water and sanitary system GIS mapping and utility records to gather as-built information on the existing system. CivilWorx or our Survey subconsultant will call the Utility Notification Center of Colorado – 811 to request locates within the project corridor. We will also contact Tier Two agencies, including Spring Canyon, to request locates. Field locates will supplement the map and records information to confirm the tank location. We will research the easements for the tanks and coordinate with the effected owners/agencies on the need for new easements.

Task 1.2: Land use and topographic information will likely be provided through a combination of ground survey and aerial mapping. Any utility or surface features not visible from the aerial photogrammetry will be collected using ground survey methods. This information will be compiled to form the existing utility mapping.

Task 1.3: The locations for the air relief and the valves will be identified through a combination of discussions with the district staff and review and analysis of the existing utility mapping. The bypass for lift stations 1 and 4 will be designed based off the existing utility mapping and the survey, The design will be in accordance with the Spring Canyon Water and Sanitation District Rules and Regulations (Resolution No. 09-06-01) and in accordance with Fort Collins – Loveland Water District and South Fort Collins Sanitation District Standard Construction Specifications and Typical Details. Construction documents provided by CivilWorx will include construction drawings, notes and details. Technical Specifications will be provided on special items otherwise the Fort Collins – Loveland and South Fort Collins specifications will be utilized. The construction contract will be prepared by a combination of Civilworx and Spring Canyon Water and Sewer District.

Task 1.5: CivilWorx will prepare an Engineer’s Opinion of Probable Construction Cost for the work described in the construction documents. Quantities and materials will be based off the construction plans. Unit costs will be based on a combination of available cost data references, current material costs provided by vendors, contractor review and engineering judgement. If the anticipated construction cost is greater than the budgeted funds (approximately \$105,000), CivilWorx will identify portions of the project that can be bid as an additive alternate and will adjust the Bid Schedule accordingly. Minor callouts may be added to the construction drawings to delineate the alternate work.

Task 1.6: CivilWorx will coordinate progress meetings with District staff, including providing a meeting agenda and preparing meeting notes. Meetings are expected to be approximately an hour long. The first meeting is anticipated to be a project kickoff meeting. The second meeting will be to review existing utility mapping and the third will be to provide a review of the draft construction documents.

Task 1.7: CivilWorx has anticipated that this project will go through the IDP process, and we will work directly with the contractor as we work through the design on the details.

Exclusion: Construction Phase Services

CivilWorx is available to provide full construction services as needed, ranging from submittal and schedule review to full-time on-site resident engineering. We also recognize that the district has staff that can perform a portion of this role as well. This work is generally tied to the contractor’s schedule and is based on a time and materials rate for the services requested. We would be more than happy to provide construction phase services for this project and can discuss the specific scope and level of effort desired as we work through the design process. For this proposal, Construction Phase Services will be considered Additional Services and outside of the proposed scope and fee.

SCHEDULE

CivilWorx is ready to begin upon notice to proceed and anticipates a 6–8-week design schedule, depending on when notice to proceed is given and surveyor availability at that time.

FEE ESTIMATE

CivilWorx proposes to complete the above-described scope of work for an estimated fee of \$12,500, not to be exceeded without authorization from the Spring Canyon Water and Sanitation District. Any apparent or requested changes to the proposed scope or significant changes to the required level of effort will be discussed with the district prior to additional costs being incurred. Any alterations of scope

or fee will be documented with an update to the CivilWorx contract that requires mutual agreement by the district and CivilWorx.



Spring Canyon WSD Monthly Operations Report

Prepared by: Tayler Pelletier

Date: 7/18/2024

Valve Exercising:

We have begun valve exercising and are a bit less than halfway done. In the process we are also raising them all to be accessible going forward and noting all of them that need to be cleaned or replaced.

Annual Lead and Copper Sampling:

Lead and copper testing has begun for the calendar year.

Miscellaneous Tasks:

While prioritizing the valve exercising program, we have also been performing smaller tasks. These include repainting the shop building doors and applying new signage, replacing the water heater in the office, and continuing to build our PPE inventory for arc flash safety.