

NORTHWEST LAKEWOOD SANITATION DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

NOTICE OF REGULAR MEETING AND AGENDA OF THE BOARD OF DIRECTORS OF THE DISTRICT AND OF THE WASTE WATER UTILITY ENTERPRISE

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregory A. "Greg" Fabisiak	President	2023/May 2023
Catherine "CiCi" Kesler	Vice President/Treasurer	2023/May 2023
James D. "Jim" Zimmerman	Secretary	2025/May 2025
Anthony M. Dursey	Assistant Secretary	2025/May 2025
George C. Davenport	Assistant Secretary	2025/May 2025

DATE: August 24, 2022

TIME: 4:00 P.M.

PLACE: VIA Zoom

If you experience technical difficulties, email Steve Beck at sbeck@sdmsi.com.

Join Zoom Meeting

<https://us02web.zoom.us/j/86297629830?pwd=UDJuUjRwN2lNMmVBT2N3elpEaTg2dz09>

Meeting ID: 862 9762 9830

Passcode: 764969

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

- A. Review and approve Minutes of the July 27, 2022 special meeting (enclosure).
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II. PUBLIC COMMENT

- A. _____

III. FINANCIAL MATTERS

- A. Review and approve the payment of claims through the period ending August 31, 2022 as follows (enclosure):

General Fund	\$	24,250.01
Enterprise Fund	\$	59,308.18
Total:	\$	<u>83,558.19</u>

and accept the schedule of cash position as of July 31, 2022 (enclosure); and the unaudited financial statements for the period ending July 31, 2022; and a report on collections for the facilities renovation fees, grease trap inspection fee collections, commercial billing and any other fees imposed and collected by the District (enclosure).

IV. LEGAL MATTERS

- A. Discuss an update to the Rules and Regulations.

- B. Status of Agreements for 11324 W 38th Avenue.

- C. Discuss status of CRL Campaign Project progress.

- D. Status of Reciprocal Agreement with Westridge Sanitation.

- E. Discuss November 2022 Election. Consider approval of Coordinated IGA with Jefferson County (enclosure).

V. OPERATIONS MATTERS

- A. Operations Monthly Report (enclosure).
 - 1. _____

- B. Engineer's Report (enclosure).
 - 1. Status of 2022 Capital Improvements.

VI. OTHER BUSINESS

- A. Metro Water Recovery Update (to be distributed).

- B. Website update.

Northwest Lakewood Sanitation District
August 24, 2022 Agenda
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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
SEPTEMBER 28, 2022.**

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
NORTHWEST LAKEWOOD SANITATION DISTRICT
AND THE BOARD OF DIRECTORS OF THE
WASTEWATER UTILITY ENTERPRISE
HELD
JULY 27, 2022**

In part due to COVID-19 concerns, the Regular Meeting of the Board of Directors of the Northwest Lakewood Sanitation District and the Board of Directors of its Wastewater Utility Enterprise (collectively referred to hereafter as “Board”) convened by Zoom video conference and teleconference call on Wednesday, July 27, 2022, at 4:00 PM. The Zoom Meeting and call-in information were listed in the meeting notice posted by the District, and the public was able to attend the meeting by telephone, if they so desired.

ATTENDANCE

Directors In Attendance Were:

Anthony M. Dursey
Greg Fabisiak
Jim Zimmerman
Cici Kesler
Clark Davenport

Also In Attendance Were:

Steve Beck; Special District Management Services, Inc.

Tim Flynn, Esq.; Collins Cole Flynn Winn & Ulmer, PLLC

Bill Willis; Martin/Martin Consulting Engineers

Wayne Ramey; Ramey Environmental Compliance

Russ Frankland

**ADMINISTRATIVE
MATTERS**

Minutes: The Board reviewed the minutes of the June 22, 2022 Regular Meeting.

Following discussion, upon motion duly made by Director Davenport, seconded by Director Kesler, and upon vote, unanimously carried, the minutes of the June 22, 2022, Regular Meeting were approved, as amended.

The Board reviewed the minutes of the June 28, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Zimmerman, and upon vote, unanimously carried, the minutes of the June 28, 2022, Special Meeting were approved, as presented.

RECORD OF PROCEEDINGS

The Board reviewed the minutes of the July 20, 2022 Special Meeting.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Zimmerman, and upon vote, unanimously carried, the minutes of the July 20, 2022, Special Meeting were approved, as presented.

Agenda: Mr. Beck discussed the need to amend the agenda to include additional claims for the month, the Perpetual Lien on 2100 Youngfield and the 2650 Simms Street Agreement.

Following discussion, upon motion duly made by Director Zimmerman, seconded by Director Davenport, and upon vote, unanimously carried, the Agenda was approved as amended.

None.

**PUBLIC
COMMENTS**

**FINANCIAL
MATTERS**

Claims: Mr. Beck reviewed the claims for July with the Board and noted that the invoice for the retainer fee for CRL Associates and the Q3 Invoice from Metro Wastewater had been added. The revised claims discussed with the Board for the period ending July 26, 2022, are as follows:

General Fund	\$ 323,853.29
Enterprise Fund	\$ 61,056.64
Total	<u>\$ 384,909.93</u>

Following discussion, upon motion duly made by Director Davenport, seconded by Director Kesler and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending July 26, 2022.

Unaudited Financial Statement: Mr. Beck reviewed with the Board the unaudited financial statements of the District setting forth the cash deposits, investments, and budget analysis, accounts payable vouchers for the month and quarter ending June 30, 2022, the schedule of cash position dated June 30, 2022, and the Accounts Receivable reports on collections of fees, the past due accounts and collection efforts.

Following discussion, upon motion duly made by Director Davenport, seconded by Director Kesler, and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, accounts payable vouchers and accounts receivables reports for the period ending June 30, 2022, and the schedule of cash position dated June 30, 2022, as presented.

RECORD OF PROCEEDINGS

LEGAL MATTERS **Common sewer line agreement for 2650 Simms Street:** Attorney Flynn reported that the revised agreement has been approved and signed by Mr. Bauer and that he would hold onto the agreement and not record it pending action by Mr. Bauer to proceed with construction of the additional dwelling unit on his property.

Discuss update to Rules & Regulations: Attorney Flynn reported that a review of the District's rules and regulations is ongoing, and that staff will keep the Board updated.

Status of Agreements to provide service to 11324 W. 38th Avenue: Attorney Flynn reported that he received a revised deed from the Osborne's and that soon he would review the deed to determine if it corrected the ownership issue that previously had been identified.

Discuss Agreement with CRL Associates, Inc.: Attorney Flynn discussed the agreement with the Board.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Davenport, and, upon vote, unanimously carried, the Board accepted the agreement as amended to correct the spelling of Mr. Sherman's first name.

Discuss Status of the CRL Campaign Project progress: Mr. Beck updated the Board on the progress of the project and kickoff meeting. Recommendations for the new logo are to include a "W" in the logo to be more specific for the District. The Board also recommended the scheduling of regularly held Special Meetings to keep up with the progress.

Discuss November 8, 2022 Election and consider the Adoption of Resolution 2022-7-1 Calling for the November 8, 2022 Election, Designation of the Designated Election Official and the Certification of the Ballot Question: Attorney Flynn discussed with the Board the election and reviewed Resolution No. 2022-7-1; Calling for a November 8, 2022 Special Election. Mr. Beck reported that the coordination with Jefferson County had been done.

Following discussion, upon motion duly made by Director Kesler, seconded by Director Davenport, and, upon vote, unanimously carried, the Board adopted Resolution 2022-7-1; Calling for a November 8, 2022 Special Election, as amended.

Perpetual Lien for 2100 Youngfield: Attorney Flynn, Mr. Willis and Mr. Beck discussed the lien with the Board. It was noted that previous action by the Board had authorized staff to proceed with the filing of the lien.

RECORD OF PROCEEDINGS

OPERATIONS MATTERS

Operations Monthly Report: Mr. Ramey reviewed the monthly report (June 1-30) with the Board. A copy of the report is attached hereto and incorporated herein by this reference.

Engineer's Report: Mr. Willis reviewed with the Board the engineering report dated July 27, 2022. Mr. Willis and Mr. Beck discussed the invoicing to Consolidated Mutual for prior years services and the request by Consolidated to delay the payment until 2023 due to budget constraints.

Following discussion, upon motion duly made by Director Davenport, seconded by Director Zimmerman, and, upon vote, unanimously carried, the Board approved the request to delay the Consolidated Mutual payment until 2023.

Mr. Willis discussed the status of the billing for the 2021 CIP from Insituform and noted that they were holding Pay App #7 until they complete the project. At that time the invoice will be paid and we will advertise for the final payment before releasing the retainage.

OTHER BUSINESS

Metro Wastewater Update: Director Davenport updated the Board on the board meetings for Metro Water Recovery District and the EPA actions regarding PFAS carcinogens.

Website Update: Mr. Frankland reported that the website is updated and current and that there are no problems. He stated that he is working on the development of the new website platform and hoped to have it ready for review in August.

Consider the Resumption of In-Person or Hybrid Meetings: Mr. Beck and Attorney Flynn asked the Board if they wanted to consider going back to regular in-person meetings or hybrid meetings. The Board decided to continue the current Zoom Meetings with no changes.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Kesler, seconded by Director Davenport and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2522						
08/15/2022	Collins Cole Flynn Winn & Ulmer,	1201	Legal	1-675	3,587.00-	3,587.00-
Total 2522:						<u>3,587.00-</u> V
2588						
08/15/2022	Collins Cole Flynn Winn & Ulmer,	1201	Legal	1-675	3,587.00	3,587.00
08/15/2022	Collins Cole Flynn Winn & Ulmer,	2165	Legal	1-675	6,263.00	6,263.00
Total 2588:						<u>9,850.00</u>
2589						
08/15/2022	Consolidated Mutual Water Co	3174 08/2022	Utilities	4-765	23.40	23.40
Total 2589:						<u>23.40</u>
2590						
08/15/2022	Edward Walters	08082022	Transfer Service Fee	4-570	85.00	85.00
Total 2590:						<u>85.00</u>
2591						
08/15/2022	Frankland, Walter	AUG 2022	Website	1-677	100.00	100.00
Total 2591:						<u>100.00</u>
2592						
08/15/2022	Isaac Kaiser	08082022	Transfer Service Fee	4-570	100.00	100.00
Total 2592:						<u>100.00</u>
2593						
08/15/2022	James Friesen	08082022	Transfer Service Fee	4-570	50.00	50.00
Total 2593:						<u>50.00</u>
2594						
08/15/2022	Laura Samuelson	08082022	Transfer Service Fee	4-570	345.00	345.00
Total 2594:						<u>345.00</u>
2595						
08/15/2022	Martin/Martin	17.0638-00214	Sewer Lines/Eng./Observ.	4-810	1,015.00	1,015.00
08/15/2022	Martin/Martin	17.0638-00215	2022 CIP	4-884	11,410.00	11,410.00
08/15/2022	Martin/Martin	17.0638-00216	Sewer Lines/Eng./Observ.	4-810	2,505.00	2,505.00
08/15/2022	Martin/Martin	17.0638-00218	2021 CIP	4-883	15,732.50	15,732.50
Total 2595:						<u>30,662.50</u>
2596						
08/15/2022	Ramey Enviromental Compliance	24275	COS-Collection System	4-746	6,266.83	6,266.83
08/15/2022	Ramey Enviromental Compliance	24275	COS-Emergency Service	4-748	383.55	383.55
08/15/2022	Ramey Enviromental Compliance	24275	COS-Locates	4-742	6,718.00	6,718.00
08/15/2022	Ramey Enviromental Compliance	24275	COS-Maintenance	4-749	12,876.00	12,876.00
Total 2596:						<u>26,244.38</u>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2597						
08/15/2022	Robert Mangelsdorf	08082022	Transfer Service Fee	4-570	100.00	100.00
Total 2597:						100.00
2598						
08/15/2022	S & J LLC	08082022	Transfer Service Fee	4-570	1,330.00	1,330.00
Total 2598:						1,330.00
2599						
08/15/2022	Special Dist Management Serv	07/2022	Office Supplies	1-690	135.81	135.81
08/15/2022	Special Dist Management Serv	07/2022	Accounting	1-612	3,270.80	3,270.80
08/15/2022	Special Dist Management Serv	07/2022	Election and Publication	1-635	133.20	133.20
08/15/2022	Special Dist Management Serv	07/2022	Administration	1-614	8,051.20	8,051.20
08/15/2022	Special Dist Management Serv	07/2022	Billing	1-616	2,709.00	2,709.00
Total 2599:						14,300.01
2600						
08/15/2022	UNCC	222071016	Repairs & Maintenance-L	4-740	367.90	367.90
Total 2600:						367.90
Grand Totals:						79,971.19
						83,558.19

Northwest Lakewood Sanitation District
August-22

	General	Enterprise	Totals
Disbursements	\$ 24,250.01	\$ 59,308.18	\$ 83,558.19
Payroll			\$ -
			\$ -
Payroll Taxes (Quarterly)	\$ -		\$ -
Direct Pay -- Consolidated Mutual Water	\$ -		\$ -
Total Disbursements from Checking Account	\$ 24,250.01	\$ 59,308.18	\$ 83,558.19

NORTHWEST LAKEWOOD SANITATION DISTRICT

Schedule of Cash Position

July 31, 2022

	<u>Rate</u>	<u>Operating</u>	<u>Enterprise</u>	<u>Total</u>
Checking:				
Checking Acct 1st Bank		\$ 1,588.61	\$ 73,507.37	\$ 75,095.98
Investments:				
Cash in Bank-ColoTrust	1.6547%	1,357,512.99	3,858,106.02	5,215,619.01
1st Bank Liquid Asset Account	0.0500%	65.50	4,033,015.36	4,033,080.86
Xpress Bill Pay		-	141,020.00	141,020.00
TOTAL FUNDS:		<u>\$ 1,359,167.10</u>	<u>\$ 8,105,648.75</u>	<u>\$ 9,464,815.85</u>

2022 Mill Levy Information

Certified General Fund Mill Levy	7.696
Refunds/Abatements	0.011
Temporary Mill Levy Reduction	<u>-2.046</u>
Total Certified Mill Levy	<u>5.661</u>

Board of Directors

- * Anthony Dursey
- * Gregory Fabisiak
- * James Zimmerman
- * Catherine Kesler
- George Clark Davenport

* Authorized signer on the Checking Account

NORTHWEST LAKEWOOD SANITATION DISTRICT

FINANCIAL STATEMENTS

July 31, 2022

NORTHWEST LAKEWOOD SANITATION DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 July 31, 2022

	GENERAL	ENTERPRISE	TOTAL
Assets			
Checking Acct 1st Bank	\$ 1,588.61	\$ 73,507.37	\$ 75,095.98
1st Bank Liquid Asset Account	65.50	4,033,015.36	4,033,080.86
Xpress Bill Pay	-	141,020.00	141,020.00
Cash in Bank-ColoTrust	1,357,512.99	3,858,106.02	5,215,619.01
Property Taxes Receivable	23,252.12	-	23,252.12
Accounts Receivable-Commercial	-	1,151.73	1,151.73
Accounts Rec-Fac Renovation Fee	-	348,047.02	348,047.02
A/R Fee Cert to Cty Treasurer	-	23,673.00	23,673.00
Account Rec-Grease Trap Insp	-	745.00	745.00
Prepaid Expenditures	12,994.15	-	12,994.15
Total Current Assets	<u>1,395,413.37</u>	<u>8,479,265.50</u>	<u>9,874,678.87</u>
Capital Assets			
Land	-	7,584.33	7,584.33
Sewer Lines	-	15,946,084.72	15,946,084.72
Accumulated Depreciation	-	(5,036,441.57)	(5,036,441.57)
Construction in Progress	-	442,754.17	442,754.17
Total Capital Assets	<u>-</u>	<u>11,359,981.65</u>	<u>11,359,981.65</u>
Total Assets	<u>\$ 1,395,413.37</u>	<u>\$ 19,839,247.15</u>	<u>\$ 21,234,660.52</u>
Liabilities			
Accounts Payable	\$ 20,663.01	\$ 59,308.18	\$ 79,971.19
Payroll Liabilities	596.70	-	596.70
Expense Reimbursement Deposit	21,734.51	-	21,734.51
Retainage	-	55,164.17	55,164.17
2021 Encumbrances Payable	-	442,754.17	442,754.17
Total Liabilities	<u>42,994.22</u>	<u>557,226.52</u>	<u>600,220.74</u>
Deferred Inflows of Resources			
Deferred Property Taxes	23,252.12	-	23,252.12
Total Deferred Inflows of Resources	<u>23,252.12</u>	<u>-</u>	<u>23,252.12</u>
Fund Balance			
Contributed Capital-Sewer Line	-	6,250,713.25	6,250,713.25
Contributed Capital-Inclusions	-	1,752,454.13	1,752,454.13
Fund Balance	768,486.06	10,966,654.02	11,735,140.08
Fund Balance-Restricted	42,100.00	-	42,100.00
Current Year Earnings	518,580.97	311,999.23	830,580.20
Total Fund Balances	<u>1,329,167.03</u>	<u>19,281,820.63</u>	<u>20,610,987.66</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 1,395,413.37</u>	<u>\$ 19,839,047.15</u>	<u>\$ 21,234,460.52</u>

NORTHWEST LAKEWOOD SANITATION DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 7 Months Ending,
July 31, 2022
General Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Property Tax	\$ 370,426.09	\$ 1,509,245.20	\$ 1,537,826.00	\$ 28,580.80	98.1%
Specific Ownership Tax	7,403.67	51,836.07	108,000.00	56,163.93	48.0%
Interest & Misc. Income	1,895.13	13,078.85	12,000.00	(1,078.85)	109.0%
Total Revenues	<u>379,724.89</u>	<u>1,574,160.12</u>	<u>1,657,826.00</u>	<u>83,665.88</u>	<u>95.0%</u>
Expenditures					
Accounting	3,270.80	19,876.40	30,000.00	10,123.60	66.3%
Administration	8,051.20	46,842.00	48,000.00	1,158.00	97.6%
Audit	-	-	6,500.00	6,500.00	0.0%
Billing	2,709.00	21,367.57	32,000.00	10,632.43	66.8%
Bank Charges	-	15.00	120.00	105.00	12.5%
Consultant	-	5,000.00	-	(5,000.00)	0.0%
Director's Fees	-	3,900.00	6,000.00	2,100.00	65.0%
Dues & Subscriptions	-	1,237.50	1,250.00	12.50	99.0%
Election and Publication	133.20	581.96	25,000.00	24,418.04	2.3%
Insurance and Bonds	2,457.83	17,459.85	45,000.00	27,540.15	38.8%
Legal	6,263.00	27,165.00	48,000.00	20,835.00	56.6%
Website	100.00	700.00	2,000.00	1,300.00	35.0%
Miscellaneous Expenses	-	-	1,000.00	1,000.00	0.0%
Office Supplies	135.81	1,182.61	5,000.00	3,817.39	23.7%
Payroll Taxes-Directors	-	298.35	459.00	160.65	65.0%
Treasurer's Fees	5,512.44	22,528.16	23,067.00	538.84	97.7%
Treatment Charges	-	887,424.75	1,183,233.00	295,808.25	75.0%
Engineering	-	-	60,000.00	60,000.00	0.0%
Utilities	-	-	4,000.00	4,000.00	0.0%
Contingency	-	-	150,000.00	150,000.00	0.0%
Emergency Reserve	-	-	49,735.00	49,735.00	0.0%
Total Expenditures	<u>28,633.28</u>	<u>1,055,579.15</u>	<u>1,720,364.00</u>	<u>664,784.85</u>	<u>61.4%</u>
Transfers and Other Sources (Uses)					
Transfer to Enterprise Fund	-	-	-	-	
Total Transfers and Other Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	351,091.61	518,580.97	(62,538.00)	(581,118.97)	
Beginning Fund Balance	978,075.42	810,586.06	870,415.00	59,828.94	
Ending Fund Balance	<u>\$ 1,329,167.03</u>	<u>\$ 1,329,167.03</u>	<u>\$ 807,877.00</u>	<u>\$ (521,290.03)</u>	

NORTHWEST LAKEWOOD SANITATION DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 7 Months Ending,
July 31, 2022
Enterprise Fund

<u>Account Description</u>	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over)</u> <u>Budget</u>	<u>% of</u> <u>Budget</u>
Revenues					
Service Agreement-Westridge	\$ -	\$ -	\$ 2,350.00	\$ 2,350.00	0.0%
Service Agreement-Applewood	-	-	8,000.00	8,000.00	0.0%
Treatment Chgs-College Park	52,358.06	104,716.12	209,432.00	104,715.88	50.0%
Facilities Renovation Fees	656.09	1,666,256.76	2,250,000.00	583,743.24	74.1%
Tap Fees	-	9,420.00	38,000.00	28,580.00	24.8%
Grease Trap Inspection	-	4,655.00	12,000.00	7,345.00	38.8%
Interest Income	6,407.00	16,245.93	4,000.00	(12,245.93)	406.1%
Transfer Service Fee	(1,210.00)	1,555.00	6,000.00	4,445.00	25.9%
Inspection Fees	300.00	1,950.00	6,000.00	4,050.00	32.5%
Permit Fees	-	225.00	400.00	175.00	56.3%
Denver Water Service Agreement	-	-	37,000.00	37,000.00	0.0%
Transfer from General Fund	-	-	-	-	0.0%
Total Revenues	79,690.06	1,832,979.65	2,573,182.00	740,202.35	71.2%
Expenditures					
Administrative					
Billing	73.51	12,196.75	24,000.00	11,803.25	50.8%
Legal	-	-	750.00	750.00	0.0%
Miscellaneous Expenses	-	-	500.00	500.00	0.0%
Treasurer's Fees	-	-	450.00	450.00	0.0%
Total Administrative	73.51	12,196.75	25,700.00	13,503.25	47.5%
Operations and Maintenance					
Treatment Charges-Westridge	-	-	16,500.00	16,500.00	0.0%
Tap Fees-Metro's Portion	-	4,710.00	18,500.00	13,790.00	25.5%
Repairs & Maintenance-Lines	367.90	36,314.50	10,000.00	(26,314.50)	363.1%
COS-Grease Trap	-	-	9,500.00	9,500.00	0.0%
COS-Locates	6,718.00	46,736.50	60,000.00	13,263.50	77.9%
COS-Collection System Oversight	6,266.83	55,131.74	95,000.00	39,868.26	58.0%
COS-Daily Operations	-	-	16,000.00	16,000.00	0.0%
COS-Emergency Service	383.55	2,684.85	12,000.00	9,315.15	22.4%
COS-Maintenance	12,876.00	65,270.45	175,000.00	109,729.55	37.3%
Utilities	23.40	186.50	250.00	63.50	74.6%
Total Operations and Maintenance	26,635.68	211,034.54	412,750.00	201,715.46	51.1%
Capital Outlay					
Sewer Lines/Eng./Observ.	3,520.00	40,424.89	400,000.00	359,575.11	10.1%
2020 CIP	-	-	-	-	0.0%
2021 CIP	15,732.50	1,129,218.74	-	(1,129,218.74)	0.0%
2022 CIP	11,410.00	128,105.50	2,100,000.00	1,971,894.50	6.1%
Total Capital	30,662.50	1,297,749.13	2,500,000.00	1,202,250.87	51.9%
Total Expenditures	57,371.69	1,520,980.42	2,938,450.00	1,417,469.58	51.8%
Excess (Deficiency) of Revenues Over Expenditures	22,318.37	311,999.23	(365,268.00)	(677,267.23)	
Beginning Fund Balance	11,256,334.88	10,966,654.02	6,070,313.00	(4,896,341.02)	
Ending Fund Balance	\$ 11,278,653.25	\$ 11,278,653.25	\$ 5,705,045.00	\$ (5,573,608.25)	

FRF

Customer Number	Name	Balance	07/31/2022	06/30/2022	05/31/2022	04/30/2022	Last Pmt Date	Last Pmt Amount	Msg	Final Bill Date
19230.01	Zinke, Sally	100.00	.00	100.00	.00	.00	08/02/22	100.00-		
28960.03	Zoellner, Andrew & Cas	100.00	.00	100.00	.00	.00	08/01/22	100.00-		
5720.02	Zoesch, Eric and Alexa	100.00	15.00-	100.00	.00	15.00	08/02/22	100.00-		
35690.03	Zoldak, Frank & Daria	100.00	.00	100.00	.00	.00	08/05/22	100.00-		
1820.02	Zustak, Frederick & Chri	100.00	.00	100.00	.00	.00	05/05/22	100.00-		
Total None:		333,462.02	28,414.77-	264,209.98	3,795.00	93,871.81				
Grand Totals:		348,047.02	30,279.77-	269,059.98	4,155.00	105,111.81				

COMMERCIAL

Report Criteria:

- Include inactive customers
- Include active customers
- Include customers with a credit balance
- Aged using billing periods
- Customer.Customer number = 8001001-9000000

Customer Number	Name	Balance	07/31/2022	06/30/2022	05/31/2022	04/30/2022	Last Pmt Date	Last Pmt Amount	Msg	Final Bill Date
None										
80210.02	2201 Management LLC	98.08-	98.08-	.00	.00	.00	04/12/22	98.08-		
80940.01	Abrusci's Fire and Wine	15.00-	30.00-	.00	.00	15.00	04/08/22	298.43-		
80500.01	Applewood Swim & Ten	430.30	.00	.00	.00	430.30	08/02/21	2,700.00-		
80460.01	Apro LLC dba United P	1,108.27-	1,108.27-	.00	.00	.00	04/28/22	1,108.27-		
80820.01	Atria Applewood Senior	1,716.29	49.50-	.00	.00	1,765.79	01/12/21	525.39-		
80830.01	Bink M Company LLC	15.00-	15.00-	.00	.00	.00	04/19/22	543.21-		
81000.01	Chili's	1,895.95	.00	.00	15.00	1,880.95		.00		
80090.01	Family Assisted Living	505.31-	1,198.99-	.00	.00	693.68	08/01/19	305.00-		
80270.01	Jefferson County Schoo	129.76	.00	.00	.00	129.76	09/24/14	9.52-		
80560.01	La Quinta Inn's Inc. #63	1,328.95-	1,328.95-	.00	.00	.00	04/12/22	1,328.95-		
80900.01	M&T Properties Jellison	15.00-	15.00-	.00	.00	.00	05/26/22	71.69-		
80840.01	Newton C Jennings Livi	93.17-	93.17-	.00	.00	.00	05/02/22	93.17-		
80430.01	Palo Alto Inc - Taco Bell	375.15-	375.15-	.00	.00	.00	04/27/22	375.15-		
80020.01	Youngfield Cleaners	533.36	124.86-	.00	.00	658.22	04/18/19	86.42-		
Total None:		1,151.73	4,436.97-	.00	15.00	5,573.70				
Grand Totals:		1,151.73	4,436.97-	.00	15.00	5,573.70				

GREASE TRAP

Report Criteria:

- Include inactive customers
- Include active customers
- Include customers with a credit balance
- Aged using billing periods
- Customer.Customer number = 9000001-9999999

Customer Number	Name	Balance	07/31/2022	06/30/2022	05/31/2022	04/30/2022	Last Pmt Date	Last Pmt Amount	Msg	Final Bill Date
None										
90030.01	Chili's	1,235.00-	1,235.00-	.00	.00	.00	09/24/21	845.00-		
90060.01	Davie's Chuck Wagon D	130.00	15.00-	.00	.00	145.00	04/13/21	200.00-		
90100.01	KPS LLC	430.00	.00	.00	.00	430.00	07/22/22	200.00-		
90110.01	KPS LLC	630.00	185.00-	.00	.00	815.00	06/30/20	100.00-		
90200.01	Mountain Tap Bar & Gril	100.00	15.00-	.00	.00	115.00	02/23/22	215.00-		
90210.01	Noodles and Company	15.00-	15.00-	.00	.00	.00	04/15/22	115.00-		
90230.01	Pizza Hut/Wing Street	115.00	.00	.00	.00	115.00	02/04/21	100.00-		
90260.01	Senor Burritos	15.00	.00	.00	.00	15.00	06/03/22	100.00-		
90270.01	Smashburger	115.00	.00	.00	.00	115.00	04/27/22	115.00-		
90310.01	Tafolino's Mexican Rest	330.00	115.00-	.00	.00	445.00	10/12/21	715.00-		
90320.01	Teller's Taproom & Kitch	200.00-	200.00-	.00	.00	.00	03/31/22	315.00-		
90370.01	Uncle Julio's Corporatio	330.00	.00	.00	.00	330.00	09/08/21	300.00-		
Total None:		<u>745.00</u>	<u>1,780.00-</u>	<u>.00</u>	<u>.00</u>	<u>2,525.00</u>				
Grand Totals:		<u>745.00</u>	<u>1,780.00-</u>	<u>.00</u>	<u>.00</u>	<u>2,525.00</u>				

Past Due Accounts > \$500

Northwest Lakewood Sanitation District

Aug 18, 2022 10:56AM

CustomerNumber	Name	Balance	07/31/2022	06/30/2022	05/31/2022	04/30/2022
2150001.	Wood, Richard A	510.00	.00	100.00	15.00	395.00
8002001.	Youngfield Cleaners	533.36	124.86-	.00	.00	658.22
2280002.	Goodside, Brittany and Geoffrey	545.00	.00	100.00	15.00	430.00
1816003.	Peak Gardens Assisted Living	545.00	.00	100.00	15.00	430.00
1230002.	Saueressig, Chuck	545.00	.00	100.00	15.00	430.00
2091001.	Downing, Kevin J	560.00	.00	100.00	15.00	445.00
2015002.	Amato Family Trust, Frank C	560.00	.00	100.00	15.00	445.00
60003.	Dirksen, Thomas Turse and Maribeth	560.00	.00	100.00	15.00	445.00
3901001.	Elkin, Donald	560.00	.00	100.00	15.00	445.00
1269002.	Foster, Michael	560.00	.00	100.00	15.00	445.00
2276001.	Grigsby, Dorothy B.	560.00	.00	100.00	15.00	445.00
3788002.	Hardi, Shannon	560.00	.00	100.00	15.00	445.00
561002.	Hume, Bryan and Amanda	560.00	.00	100.00	15.00	445.00
3437004.	JDI Contractor and Supply Inc	560.00	.00	100.00	15.00	445.00
3818002.	Kunz, Terry and Nancy	560.00	.00	100.00	15.00	445.00
1238003.	Lamson, Bethany	560.00	.00	100.00	15.00	445.00
2289001.	Lodwig, Kern S. & Wendi	560.00	.00	100.00	15.00	445.00
1936002.	Meyer, Jesse	560.00	.00	100.00	15.00	445.00
38003.	More, Kevin Lichtenstein and Emily	560.00	.00	100.00	15.00	445.00
433002.	Rainalter, William & Lindsie	560.00	.00	100.00	15.00	445.00
2533003.	Richardson, Joshua & Brittany	560.00	.00	100.00	15.00	445.00
3736001.	Roberts, James & Karen	560.00	.00	100.00	15.00	445.00
3491003.	Schmitz, Luke and Kristen	560.00	.00	100.00	15.00	445.00
3124003.	Stano, Damon	560.00	.00	100.00	15.00	445.00
874002.	Steph Schooley & Paul Denning	560.00	.00	100.00	15.00	445.00
3434002.	Voss, Matthew	560.00	.00	100.00	15.00	445.00
4123004.	Eight Jellison Properties LLC	600.00	.00	190.00	15.00	395.00
1122003.	Perozzi, Dante and Daniel	610.00	.00	100.00	15.00	495.00
9011001.	KPS LLC	630.00	185.00-	.00	.00	815.00
3556002.	Malik, Norman and Amy	635.00	.00	100.00	.00	535.00
1408002.	Bonn, Kenlyn	645.00	260.00-	100.00	15.00	790.00
1203001.	Buckendahl, Shawn & Tamara	660.00	.00	100.00	15.00	545.00
2687001.	Dewys, Mark	660.00	.00	100.00	15.00	545.00
770001.	Dokken, Joni	660.00	160.00-	100.00	15.00	705.00
3174001.	Herrera, Michael & Catherine	660.00	.00	100.00	15.00	545.00
1263001.	Johnson, Marcia	660.00	160.00-	100.00	15.00	705.00
1477001.	Kanger, Ryan	660.00	.00	100.00	15.00	545.00
2936001.	Mishkin, Marc P	660.00	.00	100.00	15.00	545.00
435001.	O'Brien, Daniel	660.00	160.00-	100.00	15.00	705.00
4124001.	O'Leary, Adrian & Erika	660.00	.00	100.00	15.00	545.00
3778001.	Payea II, Norman	660.00	160.00-	100.00	15.00	705.00
2172001.	Skwarek, Leszek & Elizabeth	660.00	.00	100.00	15.00	545.00
2909002.	Apicella, Candice	660.00	160.00-	100.00	15.00	705.00
495002.	Battaglia, Paul and Catherine	660.00	.00	100.00	15.00	545.00
1945002.	Belk, Brett Haberstick & Denise	660.00	.00	100.00	15.00	545.00
2126003.	Bougher, Joseph	660.00	.00	100.00	15.00	545.00
804001.	Campbell, Beau Allen	660.00	.00	100.00	15.00	545.00
2904002.	Cromwell, James and Anna	660.00	.00	100.00	15.00	545.00
2080001.	Culter, Chad	660.00	.00	100.00	15.00	545.00

2396001. Daley Residuary Trust, Lisa	660.00	160.00-	100.00	15.00	705.00
1057002. Deane, Randall and Debra	660.00	.00	100.00	15.00	545.00
1834001. DeRose, Louis & Susan	660.00	.00	100.00	15.00	545.00
1012001. Diegel, Siegfried & Annette	660.00	160.00-	100.00	15.00	705.00
1896005. El Merendero LLC	660.00	160.00-	100.00	15.00	705.00
941003. Espinosa, Edward	660.00	.00	100.00	15.00	545.00
1297001. Farmer, Colleen M	660.00	160.00-	100.00	15.00	705.00
3845001. Garrett, Doug Lemons & Geneva	660.00	.00	100.00	15.00	545.00
2060001. Hanne, Albert W	660.00	.00	100.00	15.00	545.00
1969001. Hillsten, Timothy W	660.00	.00	100.00	15.00	545.00
3728001. Hollis, Larry D	660.00	80.00-	100.00	15.00	625.00
1075001. Horton, Michelle	660.00	60.00-	100.00	15.00	605.00
39001. Johnson, Dorothy	660.00	.00	100.00	15.00	545.00
1918001. Jones, Dale A	660.00	.00	100.00	15.00	545.00
2410001. Jones, Dale A	660.00	.00	100.00	15.00	545.00
401001. Jones, Rodney M	660.00	.00	100.00	15.00	545.00
1216001. Kerzon, Paula	660.00	.00	100.00	15.00	545.00
2800003. Knapp, Caine	660.00	.00	100.00	15.00	545.00
2579002. Linn-Jeffrey, Sharon	660.00	.00	100.00	15.00	545.00
190002. Mackey, John Joseph	660.00	.00	100.00	15.00	545.00
3245001. Marks, Curtis	660.00	250.00-	100.00	15.00	795.00
1136001. McKay, Troy & Jesse	660.00	160.00-	100.00	15.00	705.00
3791002. Messick, Beulah	660.00	.00	100.00	15.00	545.00
3567001. Moisey Sr., Eugene A	660.00	.00	100.00	15.00	545.00
3631003. Moore, Kenneth Christopher & Kelsi	660.00	250.00-	100.00	15.00	795.00
1331001. Nestor, Irene A	660.00	160.00-	100.00	15.00	705.00
3864001. Pfenneberger, Dolly	660.00	260.00-	100.00	15.00	805.00
1073001. Pine, Lance & Nicki	660.00	.00	100.00	15.00	545.00
1634002. Polanco, Scott Streeb and Danilda	660.00	.00	100.00	15.00	545.00
3816002. Pomponio, Annie L	660.00	.00	100.00	15.00	545.00
2077001. Ruxton Jr, Jerold N	660.00	.00	100.00	15.00	545.00
1166003. Sanders, Maggie	660.00	160.00-	100.00	15.00	705.00
440001. Senger, David	660.00	.00	100.00	15.00	545.00
3020001. Skrbina, Cassidy	660.00	160.00-	100.00	15.00	705.00
815002. Skulavik, Jarrod	660.00	.00	100.00	15.00	545.00
2580001. Storm, Russell Scott	660.00	160.00-	100.00	15.00	705.00
3016002. Taber, Britney Helmers & Ben	660.00	.00	100.00	15.00	545.00
2115001. The Richard & Cathy Page Revokable Trust	660.00	.00	100.00	15.00	545.00
2565001. TOD Properties	660.00	250.00-	100.00	15.00	795.00
2959001. Tompkins, Beverly	660.00	.00	100.00	15.00	545.00
18002. Walker, David & Elizabeth	660.00	.00	100.00	15.00	545.00
2972003. Wells, Jonathan	660.00	.00	100.00	15.00	545.00
4086001. Volzke, Carolyn	710.00	.00	190.00	15.00	505.00
1505001. 4717 Jason LLC	760.00	.00	100.00	15.00	645.00
998002. Allen, Trevor	760.00	170.00-	100.00	15.00	815.00
1656003. Bagherdaei, Cameron Hoffman and Ailar	760.00	.00	100.00	15.00	645.00
3560002. Birdsey, Kelly	760.00	.00	100.00	15.00	645.00
3220003. Burrow, Graham and Sarah	760.00	.00	100.00	15.00	645.00
388001. Carlisle, Jason and Kelly	760.00	.00	100.00	15.00	645.00
2793002. Conard, Warren	760.00	170.00-	100.00	15.00	815.00
2795001. Diegel, Kurt C	760.00	.00	100.00	15.00	645.00
636003. Jorgensen, Kirk and Megan	760.00	.00	100.00	15.00	645.00
3287002. Laventure, Michael	760.00	.00	100.00	15.00	645.00
1300002. McCaslin, Jordan and Jocelyn	760.00	.00	100.00	15.00	645.00

2118001. Mullen, Tim and Teresa	760.00	260.00-	100.00	15.00	905.00
1283001. Noller, Benny L. & Erin M	760.00	.00	100.00	15.00	645.00
111003. Reyes, Brady Balls & Jillarae	760.00	.00	100.00	15.00	645.00
513001. Seeton, James	760.00	.00	100.00	15.00	645.00
264001. Strong, Rosemary	760.00	.00	100.00	15.00	645.00
3863003. Wagner, Ryan	760.00	.00	100.00	15.00	645.00
4220003. Radek, Scott & Tracey	805.00	.00	190.00	15.00	600.00
424001. Haschenburger, Roy & Karen	815.00	.00	100.00	15.00	700.00
4080001. Adobe Properties LLC	830.00	.00	190.00	15.00	625.00
4108002. Wadsworth, James Harley	900.00	.00	190.00	15.00	695.00
2152002. Seto, Michelle	1,160.00	.00	100.00	15.00	1,045.00
8082001. Atria Applewood Senior Living	1,716.29	49.50-	.00	.00	1,765.79
8100001. Chili's	1,895.95	.00	.00	15.00	1,880.95
TOTAL PAST DUE >\$500.00	78,910.60	4,609.36-	11,650.00	1,680.00	70,189.96

INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION COORDINATION (this “Agreement”), dated for reference purposes only this day of , 2022, is by and between the CLERK AND RECORDER FOR THE COUNTY OF JEFFERSON, STATE OF COLORADO (“County Clerk”) and the (the “Jurisdiction,” and together with the County Clerk, the “Parties.”)

RECITALS

- A. The County Clerk and the Jurisdiction are authorized to conduct elections under Colorado law;
- B. The Parties wish to coordinate the administration of their respective election matters at the upcoming election to be held on November 8, 2022 (the “Election”); and
- C. This Agreement sets forth the Parties’ respective duties and responsibilities in connection with the preparation for, and conduct of, the Election.

AGREEMENT

In consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings set forth below:
 - a. “Applicable Law” means all law applicable to the Election, including, without limitation, the Colorado Constitution, the Uniform Election Code (as defined below), UOCAVA (as defined below) and the Rules (as defined below).
 - b. “Ballot Box” means a locked and secured container meeting the requirements of Applicable Law in which ballots may be deposited.
 - c. “Ballot Issue” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.3).
 - d. “Ballot Issue Notice” shall have the meaning ascribed to that term in C.R.S. § 1-1-104(2.5).
 - e. “Ballot Measure” means any Ballot Issue or Ballot Question.
 - f. “Ballot Question” shall the meaning ascribed to that term in C.R.S. § 1-1-104(2.7).
 - g. “Election Audit” means a risk-limiting audit performed in accordance with the requirements of C.R.S. § 1-7-515.

- h. “Election Canvass” means the process of reconciling the ballots cast in the Election to the ballots counted, which is performed in accordance with the requirements of C.R.S. § 1-10-101, et seq.
 - i. “Notice Packet” means a packet containing Ballot Issue Notices prepared and mailed to eligible voters in accordance with Applicable Law and the terms of this Agreement.
 - j. “Precinct” means an area with established boundaries within the Jurisdiction used to establish election districts.
 - k. “Rules” means the current rules and regulations governing election procedures adopted by the Colorado Secretary of State, including any amendments adopted after execution of this Agreement.
 - l. “Shared Election Costs” means all costs incurred by the County Clerk in connection with the Election that are eligible to be shared between the County Clerk and the Jurisdiction. Shared Election Costs include, without limitation, all costs incurred by the County related to temporary election staff (such as election judges), including training and onboarding costs, regular County Clerk employee overtime costs related to the Election, costs for support, maintenance, handling and delivery of Election equipment, hardware and software, costs of preparing minority language sample ballots and Notice Packets, costs of Election forms, materials, supplies and postage, and costs of Election Day meals.
 - m. “Uniform Election Code” means Articles 1 to 13 of Title 1 of the Colorado Revised Statutes.
 - n. “UOCAVA” means the Uniformed and Overseas Citizens Absentee Voting Act, 52 U.S.C. § 20301, et seq., as incorporated in Colorado pursuant to C.R.S. 1-8.3-101, et seq.
2. **Term.** The term of this Agreement shall commence on the date it is validly executed by both Parties and shall continue until all obligations of both Parties under the Agreement have been completed.
3. **Designation of Coordinated Election Official.** The Parties agree that the County Clerk shall serve as the “Coordinated Election Official” for the Election. As the Coordinated Election Official, the County Clerk shall conduct the Election on behalf of the Jurisdiction and shall be responsible for performing such duties as are assigned to a Coordinated Election Official under Applicable Law, except to the extent specifically modified herein.

4. Designation of Liaisons.

- a. Each Party designates the individuals listed below as its liaison and alternate liaison hereunder.

County Clerk Liaison

Cynthia Rasor
Jefferson County Elections Division
3500 Illinois Street, Suite 1100
Golden, CO 80401
Direct Phone: (303) 271-8115
Office Phone: (303) 271-8111
Email: logistics@jeffco.us

Alternate County Clerk Liaison

Director of Elections
Jefferson County Elections Division
3500 Illinois Street, Suite 1100
Golden, CO 80401
Office Phone: (303) 271-8111
Email: gmurphy@jeffco.us

Jurisdiction Liaison

Alternate Jurisdiction Liaison

Name

Name

Title/Office

Title/Office

Address

Address

City, State, Zip Code

City, State, Zip Code

Direct Phone Number

Direct Phone Number

Office Phone Number

Office Phone Number

Email

Email

- b. The County Clerk Liaison shall act as the County Clerk’s primary liaison with the Jurisdiction for the Election and shall have primary responsibility for performance of the County Clerk’s obligations hereunder. In the event the Jurisdiction needs immediate assistance and the Election Liaison is unavailable, the Jurisdiction shall contact the Alternate County Clerk Liaison.
- c. The Jurisdiction Liaison shall act as the Jurisdiction’s primary liaison with the County Clerk for the Election and shall have primary responsibility for the performance of the Jurisdiction’s obligations hereunder. In the event the County Clerk needs immediate assistance and the Jurisdiction Liaison is unavailable, the County Clerk shall contact the Alternate Jurisdiction Liaison.

5. **Notices.** All correspondence and notices required to be given under this Agreement shall be delivered to the Parties' respective liaisons identified above at the addresses listed above and shall be deemed received: (1) three days after the same is mailed by first class, certified mail; (2) immediately upon hand delivery; or (3) immediately upon email transmission, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission.
6. **Mail Ballot Election.** The Election shall be held on November 8, 2022 ("Election Day") and shall be conducted as a mail ballot election in accordance with the procedures of the Mail Ballot Election Act, C.R.S. § 1-7.5-101, et seq.
7. **Jurisdictional Limitation.** If the Jurisdiction encompasses territory outside of Jefferson County, Colorado, this Agreement shall be construed to apply only to that portion of the Jurisdiction that falls within Jefferson County.
8. **Responsibilities of the Parties.** The Jurisdiction and County Clerk shall perform the following responsibilities in connection with the preparation for, and conduct of, the Election, in accordance with the terms of this Agreement and Applicable Law:
 - a. **Execution and Documentation of Authority.** On or before August 30, 2022, the Jurisdiction shall email the County Clerk:
 - i. a PDF of this Agreement validly executed by the Jurisdiction; and
 - ii. a copy of a duly-passed resolution stating that the Jurisdiction will coordinate with the County Clerk in the Election in accordance with the terms of this Agreement and Applicable Law and authorizing the Jurisdiction to enter into this Agreement. The email shall be sent to logistics@jeffco.us.
 - b. **Maps and Legal Descriptions.**
 - i. Promptly upon execution of this Agreement, the Jurisdiction shall provide the County Clerk with the Jurisdiction's current shapefiles (point-to-point geometry using points, lines and area features to define the Jurisdiction's boundaries) or updated address library files, including each Precinct, district/ward and the voting jurisdiction, if there were any changes to the boundaries of the Jurisdiction after January 1, 2022.
 - c. **Election Preparation and Support**
 - i. VSPCs. The County Clerk shall establish, staff, equip and operate all Voter Service Polling Centers.
 - ii. Election Judges. The County Clerk shall engage, train and coordinate the scheduling of all election judges.

- iii. Equipment and Supplies. The County Clerk shall obtain all necessary equipment and supplies to conduct the Election, including all voting equipment, ballots and forms.
- iv. Ballot Boxes. The County Clerk shall establish, maintain, and collect ballots from all Ballot Boxes.
 - 1) The Jurisdiction shall not take any action that would prevent voters from accessing any Ballot Box twenty-four hours per day during the period beginning October 17, 2022 through and including Election Day.
- v. Ballot Counting Process. The County Clerk shall (1) establish, staff, equip and operate a centralized ballot counting location for the Election, (2) establish ballot counting procedures for the Election; and (3) establish backup ballot counting procedures and sites for ballot counting in the event its ballot counting equipment fails during the Election.
- vi. Voter Support. The County Clerk shall provide telephone and in-person support to voters during the early voting period and from 7:00 a.m. to 7:00 p.m. on Election Day.
- vii. Election Notices. The County Clerk shall publish all Election notices required by Applicable Law.
 - 1) The Jurisdiction shall not publish any notice related to the Election without first obtaining the approval of the County Clerk. To request approval to publish a notice the Jurisdiction shall provide the County Clerk with all relevant information related to the proposed publication, including a copy of the proposed notice, at least one (1) week prior to the Jurisdiction's deadline for submitting the proposed notice to the publisher. The Jurisdiction shall bear full responsibility for any Election notices published without the County Clerk's approval and shall comply with all instructions issued by the County Clerk to remedy any incorrect or improper notices.
- d. Logic and Accuracy Test. The County Clerk shall prepare for and conduct the Logic and Accuracy Test ("LAT").
 - 1) If the Jurisdiction chooses to attend and witness the LAT for the Election, the Jurisdiction Liaison shall submit the name of the Jurisdiction's attendee in writing to the County Clerk on or before 3:00 p.m. on September 9, 2022. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the LAT and will act on behalf of the Jurisdiction, as appropriate.

e. Voter Lists

i. Jurisdiction and Statewide UOCAVA Lists

- 1) On or before September 5, 2022, the Jurisdiction shall provide the County Clerk with a completed Data Request List, in a form approved by the County Clerk, requesting (a) Jurisdiction and (b) Statewide UOCAVA voter lists from the County Clerk.
 - a) Upon receipt of a valid Data Request List, the County Clerk shall provide the Jurisdiction with its Jurisdiction and Statewide UOCAVA voter lists on or before September 14, 2022, if any UOCAVA-registered voters exist in the Jurisdiction.

ii. Additional Voter Lists

- 1) On or before September 29, 2022, the Jurisdiction shall provide the County Clerk with a completed Data Request List, in a form approved by the County Clerk, requesting (a) a non-UOCAVA Jurisdiction voter list; (b) a supplemental list of all Jurisdiction voters; and (c) a Statewide UOCAVA voter list from the County Clerk.
 - a) Upon receipt of a valid Data Request List, the County Clerk shall provide the Jurisdiction the following:
 - i) A non-UOCAVA Jurisdiction voter list on or before October 7, 2022, if any registered voters exist in the Jurisdiction; and
 - ii) A supplemental list of all Jurisdiction voters and a Statewide UOCAVA voter list on or before October 19, 2022, if such voters exist in the Jurisdiction.

iii. Property Owner Lists

- 1) On or before 3:00 p.m. on September 19, 2022, the Jurisdiction shall provide the County Clerk with a list of UOCAVA-eligible property owners in the Jurisdiction, if any exist. This list shall contain all property owners in the Jurisdiction who reside outside of the Jurisdiction and are covered by UOCAVA.
- 2) On or before 3:00 p.m. on October 10, 2022, the Jurisdiction shall provide the County Clerk with a non-UOCAVA Jurisdiction property owners list, if any exist. This list shall contain all property owners in the Jurisdiction who reside outside of the Jurisdiction but are not UOCAVA-eligible.
- 3) On or before 3:00 p.m. on October 24, 2022, the Jurisdiction shall provide the County Clerk with a Jurisdiction property owners list that contain all

property owners in the Jurisdiction who reside outside of the Jurisdiction, whether eligible under UOCAVA or not.

a) All property owner lists shall be provided to the County Clerk in either Microsoft Excel or CSV (Comma-separated values) file. Each row of the list shall address a single eligible property owner and contain the following separate fields for such owner:

- (1) First Name;
- (2) Middle Name;
- (3) Last Name;
- (4) Colorado Voter Registration ID;
- (5) UOCAVA flag;
- (6) UOCAVA Ballot Delivery Method;
- (7) Mailing Address;
- (8) Mailing City;
- (9) Mailing State;
- (10) Mailing Zip Code; and
- (11) Country.

iv. Miscellaneous Jurisdiction Responsibilities

- 1) The Jurisdiction shall be responsible for requesting DEO voter lookup access from the Colorado Secretary of State.
- 2) The Jurisdiction shall be responsible for ordering a list of all property owners in the Jurisdiction from the Jefferson County Assessor's office. The Jurisdiction is solely responsible for any other obligations arising under C.R.S § 1-5-304 with respect to property owners list.

f. Certification of Jurisdiction Ballot Measures. The Jurisdiction shall be responsible for certifying, and for taking all actions required by Applicable Law to certify, any Ballot Measures included on the Jurisdiction's ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction).

g. Ballot Preparation

- i. No later than 3:00 p.m. on September 9, 2022 the Jurisdiction shall electronically submit its ballot certification to the County Clerk via text document (preferably Microsoft Word – no PDF). If the Jurisdiction fails to submit the ballot

certification by the above deadline, the ballot certification may not be accepted by the County Clerk.

- 1) The Jurisdiction's ballot certification shall include all of the races, candidates and contests that will be presented to the Jurisdiction's voters in the Election, including the text of all Ballot Measures, in the exact order that they need to appear on the ballot.
 - 2) The ballot certification shall not be embedded in an email and shall not contain any extraordinary (unique) formatting. Examples of extraordinary (unique) formatting not permitted in the ballot certification include, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.
 - 3) The Jurisdiction shall proofread the language of any Ballot Measures that appear in the ballot certification prior to sending it to the County Clerk for initial text lay out. The Jurisdiction shall be solely responsible for ensuring the legality and accuracy of all Ballot Measure language.
 - 4) The Jurisdiction shall ensure the correct spelling of the name of each candidate running for Jurisdiction office, if applicable.
 - 5) The Jurisdiction shall not assign a ballot number to any Ballot Measure. The County Clerk shall determine the numbering of all Ballot Measures and will provide the Jurisdiction with the ballot number after ballot certification.
- ii. Upon receipt of the ballot certification from the Jurisdiction, the County Clerk will:
- 1) Consolidate the ballot certification content received from all Jurisdictions and organize it into the structure in which it will appear on the printed ballot(s);
 - 2) Determine the numbering of all Ballot Measures; and
 - 3) Provide a document containing the Jurisdiction's final draft ballot printing layout and text to the Jurisdiction, with instructions to perform a final review and provide final approval by a date set forth in the instructions.
 - 4) The County Clerk reserves the right to change the content of the Jurisdiction's ballot certification (other than candidate name/ballot question content) in order to ensure ballot consistency.
- iii. Upon receipt of the final draft ballot layout from the County Clerk, the Jurisdiction's liaison or alternate liaison shall be available to perform a final review and proofread of the ballot layout and provide final approval to the

County Clerk by the deadline included in the instructions sent to the Jurisdiction. Once approved, the ballot layout cannot be changed.

- iv. Between October 17, 2022 and October 21, 2022 , the County Clerk shall print and mail ballots to each eligible Jefferson County voter, together with voter instructions, outgoing envelope, return envelope and any other items required by Applicable Law.
- v. From October 18, 2022 through the 8-day mailing cutoff, the County Clerk shall mail supplemental ballots to eligible Jefferson County voters who were not included in the initial mailing.

h. Preparation of Spanish Language Ballot

- i. In accordance with Applicable Law, the County Clerk will prepare an in-person Spanish language ballot containing all of the same content that is on the English language ballot and make the Spanish language ballot accessible to Jefferson County voters on the County Clerk’s public website, at Voter Service Polling Centers, and at such other locations as the County Clerk determines.
- ii. The Jurisdiction shall be responsible for preparing a Spanish language translation of the title and text of all Ballot Measures included on the Jurisdiction’s ballot certification (including both Ballot Measures referred by the Jurisdiction itself and citizen-initiated Ballot Measures affecting the Jurisdiction) and all Jurisdiction offices on the ballot.
 - 1) The Jurisdiction’s Spanish language ballot translation shall be prepared in accordance with Applicable Law including, without limitation, all applicable requirements of the Ballot Access for All Citizens Act, C.R.S. §§ 1-5-901 et seq., and the Secretary of State’s rules promulgated thereunder. Without limiting the generality of the foregoing, the Jurisdiction (a) shall have the Spanish language ballot translation prepared by a “qualified translator or interpreter,” as that term is defined in C.R.S. § 1-5-903(4) and Secretary of State Rule 4.8.9; and (b) shall provide a Spanish language ballot translation that is linguistically accurate, culturally appropriate, and technically consistent with the original documents.
- iii. On or before September 9, 2022, the Jurisdiction shall electronically submit its Spanish language ballot translation to the County Clerk via text document (preferably Microsoft Word – no PDF).
 - 1) The Jurisdiction’s Spanish language ballot translation shall include the text of all Ballot Measures on the Jurisdiction’s ballot certification, in the exact order that they will appear on the ballot.

iv. The County Clerk shall be responsible for providing Spanish language translations of all voter instructions and other ballot content not required to be provided by the Jurisdiction or other participating jurisdictions. The Jurisdiction agrees to release the County Clerk from all claims it may have relating to the County Clerk's translation of such content (including, without limitation, all claims relating to the accuracy of the translation) provided that the County Clerk (a) has the translation performed by a qualified translator or interpreter; and (b) otherwise complies with Applicable Law.

i. Ballot Issue Notice Preparation

i. On or before 3:00 p.m. on September 26, 2022, the Jurisdiction shall provide the County Clerk with the full text of the Ballot Issue Notice covering all of the Jurisdiction's Ballot Issue(s). The Ballot Issue Notice shall include all information required by Applicable Law, including without limitation the following:

- 1) The name of the Jurisdiction;
- 2) The identity and contact information of the Jurisdiction contact person;
- 3) The text of each Ballot Issue;
- 4) All other required Ballot Issue language, including but not limited to:
 - a) A fiscal impact statement, if required; and
 - b) Summaries of all comments for and against each Ballot Issue validly received by the Jurisdiction, or a statement that no comments were filed by the constitutional deadline.
 - i) The Jurisdiction shall be responsible for accepting, filing, summarizing and retaining comments concerning the Jurisdiction's Ballot Issues and shall ensure that all requirements of Applicable Law are complied with, including, without limitation, ensuring that all comments submitted to the Jurisdiction include a signature and a physical address where the signor is registered to vote.

ii. Delivery and Formatting Requirements

- 1) The Jurisdiction shall electronically deliver the Ballot Issue Notice to the County Clerk via text document (preferably Microsoft Word – no PDF).
- 2) The text of the Ballot Issue shall be in all UPPERCASE.
- 3) All other text in the Ballot Issue Notice (including the identity and contact information of the Jurisdiction contact person, the fiscal impact statement,

if required, and the summaries of comments for and against each Ballot Issue), shall be in upper and lower case.

- 4) The Ballot Issue Notice shall not be embedded in an email and shall not contain any extraordinary (unique) formatting.
 - a) Examples of extraordinary (unique) formatting not permitted in the Ballot Issue Notice includes, but are not limited to: (a) text boxes; (b) charts; (c) spreadsheets; (d) strikeouts; (e) bolding; and (f) symbols.
 - 5) The Jurisdiction shall be solely responsible for ensuring the legality and accuracy of all Ballot Issue Notice language.
- iii. Ballot Issue Notice Layout. Upon receipt of the Ballot Issue Notice from the Jurisdiction, the County Clerk shall:
- 1) Consolidate the Ballot Issue Notice content received from all Jurisdictions and organize it into the structure in which it will appear in the Notice Packet;
 - 2) Add a list of County VSPCs and Ballot Boxes, and any other information required by Applicable Law, to the Notice Packet; and
 - 3) Provide a final draft layout of the Notice Packet to the Jurisdiction with instructions to perform a final review of their portion of the Notice Packet and provide final approval by a date set forth in the instructions.
 - 4) The County Clerk reserves the right to change the content of the Jurisdiction's Ballot Issue Notice content (other than the ballot question content) in order to ensure consistency.
- iv. Final Review and Proofread. The Jurisdiction's liaison or alternate liaison shall be available to perform a final review and proofread of the Jurisdiction's portion of the Notice Packet and provide final approval of such portion to the County Clerk by the deadline included in the instructions sent to the Jurisdiction. Upon completion of the Jurisdiction's review and proofread of their portion of the Notice Packet, the Jurisdiction Liaison shall send approval of its content via electronic transmission to the County Clerk. Once approved, Ballot Issue Notice text cannot be changed.
- 1) The Jurisdiction's liaison or alternative liaison shall have no more than 2 hours from the time the County Clerk sends the Notice Packet to perform the final review and proofread.
- v. Printing and Mailing. On or before October 7, 2022, the County Clerk shall print and mail the Notice Packets to each address in Jefferson County at which one or more active, registered Jefferson County voter resides.

- 1) Nothing herein shall preclude the County Clerk from including ballot issue notices for more than one jurisdiction in the Notice Packet if doing so arises from the County Clerk's efforts to mail the Notice Packet at "least cost" and such mailing conforms with Applicable Law.
- vi. Notice Packets for Non-Jefferson County Voters. The Jurisdiction shall be solely responsible for preparing and mailing Notice Packets to voters who reside outside of Jefferson County.
- 1) Notwithstanding the foregoing, the County Clerk may agree to print extra Notice Packets for voters who reside outside of Jefferson County upon request by the Jurisdiction. If the Jurisdiction desires to have the County Clerk print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall notify the County Clerk no later than 3:00 p.m. on September 26, 2022 of the quantity of extra Notice Packets the Jurisdiction needs for non-Jefferson County residents.
 - 2) If the County Clerk agrees to print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall be responsible for all costs associated with their printing, which costs shall be invoiced to the Jurisdiction, together with any Shared Election Costs.
 - 3) If the County Clerk agrees to print extra Notice Packets for non-Jefferson County residents, the Jurisdiction shall be responsible for addressing, affixing adequate postage to, and mailing these Notice Packets to its eligible voters. The extra Notice Packets will contain the same content as the Notice Packets prepared for and mailed to Jefferson County residents and, therefore, may contain Ballot Issue Notices that are not applicable to non-Jefferson County residents. The County Clerk will not agree to print special Notice Packets for non-Jefferson County residents.

j. Ballot Counting / Result Reporting

- i. The County Clerk shall count all ballots received during the Election voting period.
- ii. Between 7:00 p.m. and 8:00 p.m., and between 8:00 p.m. and 9:00 p.m., on Election Day, the County Clerk shall upload unofficial Election results to the Election Night Reporting ("ENR") system (unless the Secretary of State waives or modifies these deadlines).
- iii. Upon completion of the Election Canvass on November 30, 2022, the County Clerk shall upload a Jurisdiction-wide summary of the official Election results to the ENR system.

- iv. On December 16, 2022 if there is a recount affecting the County, or on December 9, 2022 if there is not a recount affecting the County, the County Clerk shall upload official Precinct or District-level Election results to its public website and make these results available to the Jurisdiction upon request.
 - k. **Election Audit.** On or before November 29, 2022, the County Clerk, in collaboration with the Election audit board(s), shall conduct, assist and oversee the Election Audit.
 - i. If the Jurisdiction chooses to attend and witness the Election Audit, the Jurisdiction shall submit the name of the Jurisdiction’s attendee to the County Clerk on or before 3:00 p.m. on October 18, 2022. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Audit and will act on behalf of the Jurisdiction, as appropriate.
 - l. **Election Canvass.** On or before November 30, 2022, the County Clerk shall instruct and oversee the board of canvassers, who are responsible for conducting an Election Canvass and certifying the official abstract of votes cast for all candidates and Ballot Measures in the Election.
 - i. If the Jurisdiction chooses to attend and witness the Election Canvass, the Jurisdiction shall submit the name of the Jurisdiction’s attendee to the County Clerk on or before 3:00p.m. on October 18, 2022. If the Jurisdiction fails to meet this deadline, the County Clerk shall deem the failure to be a decision by the Jurisdiction not to witness the Election Canvass and will act on behalf of the Jurisdiction, as appropriate.
 - m. **Election Recount.** The County Clerk shall conduct an Election recount, if required by Applicable Law.
9. **Duties Subject to Jurisdiction Performance.** The responsibility of the County Clerk to perform the duties set forth above are contingent upon the Jurisdiction’s performance of its own duties hereunder. The County Clerk shall not be responsible for failing to meet any deadlines for mailing the Notice Packet if such failure was caused by the Jurisdiction’s failure to timely submit the required information in a form required by this Agreement and Applicable Law.
10. **Compliance with Deadlines.** The County Clerk may provide the Jurisdiction with a schedule of Election-related dates and deadlines. If the County Clerk provides such a schedule, the Jurisdiction shall comply with the deadlines included therein.

11. Withdrawal/Cancellation

- a. The Jurisdiction may cancel an election of persons to office or withdraw a Ballot Measure only as permitted by Applicable Law.
- b. If the Jurisdiction resolves to cancel an election to office or withdraw a Ballot Measure, the Jurisdiction shall do the following:
 - i. Provide the County Clerk with written notice of such determination immediately;
 - ii. Provide public notice by publication of such cancellation or withdrawal as required by Applicable Law; and
 - iii. Pay the County Clerk its actual costs incurred in connection with the cancelled election or withdrawn Ballot Measure, which may include costs incurred by the County Clerk both before and after receipt of the Jurisdiction's notice of cancellation or withdrawal. Such payment shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment.
- c. The Jurisdiction must provide written notice of a cancelled election or withdrawn Ballot Measure no later than September 11, 2022 in order to have such election or Ballot Measure removed from the ballot.

12. Recordkeeping. The County Clerk shall store all Election records, including but not limited to all voted and unvoted ballots, voter affidavits, and Election Canvass and results reports.

13. Use and Confidentiality of Voter Records. The Jurisdiction shall be responsible for ensuring that any voter records received by the Jurisdiction are used for the sole purpose of performing its duties described herein. The Jurisdiction shall ensure that all voter records are maintained in accordance with the requirements of Applicable Law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq.

14. Payment of Shared Election Costs. The Jurisdiction shall reimburse the County Clerk for the Jurisdiction's pro-rated share of the Shared Election Costs. The Jurisdiction's share of the Shared Election Costs shall be calculated in accordance with the formulas set forth in Exhibit A to this Agreement. The Jurisdiction's payment of its share of the Shared Election Costs shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.

15. Payment of Recount Costs. In the event of a required or requested Election recount, responsibility for the costs incurred by the County Clerk in connection with such recount shall be determined in accordance with C.R.S. §§ 1-10.5-101 and 1-10.5-106. If the

Jurisdiction is responsible for any portion of such costs, payment of such portion shall be due within thirty (30) days after the Jurisdiction's receipt of an invoice from the County Clerk for such payment. Any amount not paid by the above-referenced deadline will be subject to an interest charge equal to (a) 1.5% per month; or (b) the highest rate permitted by law, whichever is lower.

16. Miscellaneous Provisions

- a. Amendment. This Agreement may not be modified or amended except in writing signed by the Parties.
- b. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties as to the subject matter hereof and supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the Parties.
- c. Indemnification. The Parties understand and agree that liability for claims for injuries to persons or property arising out of the acts or omissions of either party is controlled and limited by the Colorado Constitution, the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et seq.) and the Risk Management Act (C.R.S. § 24-30-1501, et seq.). Each party shall be responsible for any and all claims incurred as a result of any alleged act or omission of the said party and its employees, which occurred or is alleged to have occurred during the performance of their duties within the scope of their employment, except where such acts or omissions are willful and wonton.
- d. Conflict with Law. In the event that any provision in this Agreement conflicts with Applicable Law, this Agreement shall be modified to conform thereto.
- e. Time of Essence. Time is of the essence in the performance of this Agreement. Any deadlines or other time limits set forth in Applicable Law shall apply to completion of the tasks required by this Agreement.
- f. No Third-Party Beneficiaries. Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity not a party to this Agreement.
- g. Further Assurances. The Parties shall execute any other documents and to take any other action necessary to carry out the intent of this Agreement.
- h. Governing Law; Jurisdiction & Venue. This Agreement and the rights of the Parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado, without regard to the conflicts of laws and rules of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or

litigation arising under this Agreement. Venue for any and all legal actions arising under this Agreement shall lie in the District Court in and for the County of Jefferson, State of Colorado.

- i. Headings. The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.
- j. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
- k. Immunities Preserved. It is the intention of the Parties that this Agreement shall not be construed as a contractual waiver of any immunities or defenses provided by the Colorado Governmental Immunities Act, § 24-10-101, C.R.S., et seq.
- l. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Acts, C.R.S. §§ 24-71.3-101 to -121.

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The Parties hereto have signed this Agreement as of the date indicated below.

JURISDICTION:

By:

Name/Title:

Date:

JURISDICTION LEGAL COUNSEL – OPTIONAL

By:

Name/Title:

Date:

COUNTY CLERK:

CLERK AND RECORDER FOR THE
COUNTY OF JEFFERSON,
STATE OF COLORADO

By:

George Stern, Jefferson County Clerk & Recorder

Date:

APPROVED AS TO FORM:

Jean R. Biondi

Assistant County Attorney

EXHIBIT A

Shared Election Costs are divided into “TABOR Election Costs” and “Non-TABOR Election Costs.” TABOR Election Costs are the costs of printing and mailing Notice Packets and are allocated among only those jurisdictions that have Ballot Issues subject to TABOR, in accordance with Section I below. Non-TABOR Election Costs are all other Shared Election Costs and are allocated among all coordinating jurisdictions in accordance with Section II below.

Please note that the dollar amounts used in this Exhibit A are for illustration purposes only and do not reflect actual or estimated costs of the Election.

I. Allocation of TABOR Election Costs

This section only applies to Jurisdictions with Ballot Issues subject to TABOR.

The costs incurred by County Clerk during the Election for printing and mailing Notice Packets (the “TABOR Election Costs”) are allocated among jurisdictions that have Ballot Issues subject to TABOR as follows:

1. First, the County Clerk ascertains the total printing and mailing costs for each unique Notice Packet version.
 - a. Example: The County Clerk incurred costs of \$400 to print and mail Notice Packet Version 1.
2. Next, the County Clerk divides the printing and mailing costs for each unique Notice Packet version by the total number of jurisdictions that used that version.
 - a. Example: Notice Packet Version 1 was used by four jurisdictions, so each of these jurisdictions is allocated one-quarter ($\frac{1}{4}$) of the costs for Version 1, or \$100 each.
3. Finally, the County Clerk calculates each jurisdiction’s total share of the TABOR Election Costs by adding up its allocated costs for each Notice Packet version that the jurisdiction used.
 - a. Example: Jurisdiction C used three unique Notice Packet versions in the Election, and was allocated costs of \$100, \$250 and \$350 for each version, respectively, so Jurisdiction C’s total share of the TABOR Election Costs equals \$700.

II. Allocation of Non-TABOR Election Costs

All Shared Election Costs besides the costs of printing and mailing Notice Packets (the “Non-TABOR Election Costs”) are allocated among all coordinating jurisdictions as follows:

1. First, the County Clerk ascertains the total Non-TABOR Election Costs incurred during the Election.
 - a. Example: The County Clerk incurred Shared Election Costs of \$12,500 to administer the Election, of which \$2,500 was incurred to print and mail Notice Packets, leaving a balance of \$10,000 in Non-TABOR Election Costs.

2. Next, the County Clerk subtracts from the Non-TABOR Election Costs all reimbursements received by the County from the State of Colorado and other Election participants whose reimbursements are determined by law.
 - a. Example: The County Clerk receives a reimbursement of \$2,000 from the State of Colorado for the Election. The County Clerk subtracts this amount from the \$10,000 in Non-TABOR Election Costs, leaving a balance of \$8,000 in Non-TABOR Election Costs to be allocated among coordinating jurisdictions.
3. Next, the County Clerk ascertains the number of voters who received each unique ballot style used in the Election.
 - a. Example: Utilizing a computer program, the County Clerk ascertains that Ballot Style 2 was delivered to 99 total voters.
4. Next, the County Clerk divides the number of voters who received each unique ballot style by the number of jurisdictions that used that ballot style. Election participants whose reimbursements are determined by law, such as the State of Colorado and the Scientific and Cultural Facilities District, are disregarded for purposes of this calculation.
 - a. Example: Ballot Style 2 included content from the County, the State, Jurisdiction B and Jurisdiction C. The State's content is disregarded because its reimbursement is calculated by statute, leaving the County, Jurisdiction B, and Jurisdiction C, who are each allocated 33 voters for Ballot Style 2 (99 divided by 3).
5. Next, the County Clerk calculates each jurisdiction's total number of voters by adding up the total number of voters allocated to the jurisdiction for all ballot styles.
 - a. Example: Jurisdiction C had content on Ballot Styles 1, 2 and 3, and was allocated 50, 33 and 17 voters on each style, respectively, so Jurisdiction C is allocated a total of 100 voters (50 plus 33 plus 17) for all ballot styles.
6. Next, the County Clerk calculates the percentage of Non-TABOR Election Costs that each jurisdiction is responsible for by dividing that jurisdiction's total voter allocation by the total number of voters who were provided ballots by the County Clerk in the Election.
 - a. Example: The County Clerk provided ballots to a total of 10,000 voters in the Election, of which Jurisdiction C was allocated 100 total voters, so Jurisdiction C is responsible for 1% (100 divided by 10,000) of the balance of Non-TABOR Election Costs remaining after subtracting out reimbursements from the State of Colorado and other Election participants whose reimbursements are determined by law.
7. Finally, the County Clerk calculates each jurisdiction's share of the Non-TABOR Election Costs by multiplying its percentage responsibility by the total amount of Non-TABOR Election Costs incurred by the County minus all reimbursements from the State of Colorado and other Election participants whose reimbursements are determined by law.

- a. Example: Jurisdiction C's share of the Non-TABOR Election Costs is 1% of the \$8,000 balance of Non-TABOR Election Costs, or \$80 (\$8,000 multiplied by .01).

III. Calculation of Total Amount Due

1. The County calculates the total amount due from each coordinating jurisdiction by adding the Jurisdiction's share of the Non-TABOR Election Costs to the Jurisdiction's share of the TABOR Election costs (if the Jurisdiction had a Ballot Issue subject to TABOR). Each jurisdiction is assessed a minimum of \$1,000, so if this total is less than \$1,000, the jurisdiction would be assessed \$1,000.
 - a. Example: Jurisdiction C owes \$700 in TABOR Election Costs and \$80 in Non-TABOR Election Costs, which totals \$780. Because this amount is less than the \$1000 minimum, Jurisdiction C would be assessed a total of \$1,000 in Shared Election Costs.



Northwest Lakewood Sanitation District

Monthly Report

July 1-31, 2022

Tues	7/5	Performed 3 locates.
Wed	7/6	Performed 3 locates.
Thurs	7/7	Performed 2 bore meet locates.
Fri	7/8	Performed 2 locates.
Sat	7/9	Responded on site outside of normal business hours to 1 emergency locate for an electric main repair at 12903 W. 20 th Ave.
Mon	7/11	Responded to a possible back-up at 1222 Yank St.
Tues	7/12	Performed 5 locates. Performed 1 bore meet locate.
Wed	7/13	Responded on site during normal business hours to 1 emergency locate for an H2O Main repair at 11714 W. 33 rd Ave. Performed 1 tap replacement inspection at 2300 Willow Ln. Performed 1 bore meet locate.
Thurs	7/14	Performed 1 tap replacement inspection at 2500 Kipling St. Removed roots from a manhole at 1570 Youngfield St.
Fri	7/15	Performed 5 locates.
Sun	7/17	Responded to a possible back-up at 11858 W. 36 th Ave. outside of normal business hours.
Mon	7/18	Performed 1 tap replacement inspection at 1222 Yank St. Performed 3 locates.
Tues	7/19	Performed 3 locates. Performed 1 bore meet locate.
Thurs	7/21	Performed 3 locates.
Fri	7/22	Performed 1 tap inspection at 2500 Kipling St.
Wed	7/27	Responded to a possible back-up at 12410 W. 26 th Pl. Performed 1 locate. Performed 1 bore meet locate.
Thurs	7/28	Performed 5 locates.
Fri	7/29	Performed 1 tap inspection at 1235 Orchard Rd. Performed 36 locates.

Task #3 - Maintenance Services

	Projected 2022 Footage	YTD Actual 2022 Footage	Current Monthly 2022 Footage	YTD Percentage 2022
	Zone A			
Jetting				
14" or Less		99,471.0	26,015.0	
15 or More"		2,627.0	810.0	
Easement		712.0		
Total Jetting	112,098.0	102,810.0	26,825.0	92%
Televising				
14" or Less				
15 or More"				
Total Televising	0.0	0.0	0.0	0%
Accelerated Maintenance				
Non-Routine Jetting		2,240.0		
Non-Routine Televising		1,174.0		
Hot Spot Jetting				0%
Hot Spot Televising				0%
Accelerated Jetting		2,137.0		0%
Annual Root Televising				0%
Annual Root Cut				0%
Annual Mineral Cleaning				0%
Annual Mineral Televising				0%
Total Accelerated Maintenance	0.0	5,551.0	0.0	0%
Total Length of Cleaning	112,098.0	104,947.0	26,825.0	94%
Total Length of Televising	0.0	1,174.0	0.0	0%
Total Task #3	112,098.0	111,672.0	26,825.0	100%

Northwest Lakewood Sanitation District
Summary for July 1-31, 2022

July 9, 2022

12903 W. 20th Ave.

Emergency Locate

On Saturday, July 9, 2022, at 10:45am, Mark Doody of REC. Inc. was contacted by Colo811 regarding an emergency locate for an electric main repair at 12903 W. 20th Ave. Mark contacted Eduardo Velazquez (720-338-7948) of PSC to obtain more information about the work to be performed and the work area and determined a site visit was necessary. Mark arrived on site, marked the District mains and appropriate taps, went over the locate marks with Mr. Velazquez, and departed the site. No further action is needed at this time.

Total time on this issue: Mark Doody – 2.50hrs.

July 11, 2022

1222 Yank St.

Possible Back-Up

On Monday, July 11, 2022, at 9:45am, Mark Doody and Robert LaBarge both of REC. Inc. were dispatched by Ismael Gomez also of REC. Inc. to investigate a possible back-up at 1222 Yank St. Mark and Robert arrived on site, opened upstream and downstream manholes B-86, B-86A, BX-1, BX-1-1, and found no signs of a back-up. Mark and Robert contacted the homeowner, Geroge Meyer (303-237-2319), informed him of the findings, and departed the site. No further action is needed at this time.

Total time on this issue: Mark Doody -- .50hrs.

Robert LaBarge -- .50hrs.

July 14, 2022

1570 Youngfield St.

Remove Roots From Manhole

On Thursday, July 14, 2022, at 1:30pm, Ismael Gomez of REC. Inc. was contacted by Steve Beck, the District manager for Northwest Lakewood Sanitation District, regarding a root ball in the District main at 1570 Youngfield St. The homeowner George Tsoupakis had a plumber on site cleaning the service and needed to cut roots and push the root ball into the District main. Ismael arrived on site and met with Mr. Tsoupakis and proceeded to set up a catch basket on MH B-67-1. The plumber began to cut the roots with a snake from inside the house, he ran 104ft. of the snake, the root ball was cut free and pushed into the District main. Ismael was then able to catch it, remove it and dispose of it. Ismael cleared Northwest Lakewood Sanitation District and departed the site. No further action is needed at this time.

Total time on this issue: Ismael Gomez – 1.0hrs.

July 17, 2022

11858 W. 36th Ave.

Possible Back-Up

On Sunday, July 17, 2022, at 11:50am, Andrew George of REC. Inc. was contacted by the After-Hours Service regarding a possible back-up at 11858 W. 36th Ave. Andrew contacted Brian Thomas (303-868-2210), the homeowner, and informed him he would be onsite momentarily. Andrew arrived on site and opened both upstream and downstream manholes B-2A-4-1 and B-2A-4 and observed normal flows with no indication of a back-up. Andrew contacted Mr. Thomas and informed him of the findings and stated the issue was in the service lateral. Mr. Thomas informed Andrew he had a plumber snake the service 2 days ago and the plumber stated he could not get through the lateral. Andrew stated Mr. Thomas should have the plumber back on site to snake it again. With the District main clear, Andrew departed the site. No further action is needed at this time.

Total time on this issue: Andrew George – 2.25hrs.

July 27, 2022
12410 W. 16th Pl.
Possible Back-Up

On Wednesday, July 27, 2022, at 2:30pm, Mark Doody of REC. Inc. was contacted by Steve Beck of Special District Management Services, for Northwest Lakewood Sanitation District, regarding a possible back-up at 12410 W. 16th Pl. Mark, David Moore, Jeff LeBeck and Andrew George, all also of REC. Inc. arrived on site and proceeded to check both the upstream and the downstream manholes, BH-1-9-3 and BH-1-9-2, and observed normal flows with no signs of a back-up. Mark met with the homeowner, Bill Smith, informed him of the findings and told him there was most likely roots in the service. The crew departed the site. No further action is needed at this time.

Total time on this issue: Mark Doody – 1.00hrs.
David Moore – 1.00hrs.
Jeff LeBeck – 1.00hrs.
Andrew George – 1.00hrs.

**Northwest Lakewood Sanitation District
Engineering Report
August 25, 2022**

2021 - Approximate Linear Footage

- 112,097 LF Total in Zone A.
- 36,550 LF Hot Spots which include Accelerated Maintenance, Mineral Cleaning, and Root Cut in all zones. Signed contracts were received from Insituform on September 9, 2021, and the District has execute them. Pay request No. 6 is attached for review and payment based on work completed the past two months on the 2021 CIP. 07/27/2022 – Ramey provided current maintenance pricing for CIP which will be implemented into the 2022 report. The 2021 Improvements are close to complete with some minor final paving to take place. A final pay request will be submitted by next Board Meeting.

UPDATE: 08/25/2022 – the project for 2021 improvements is complete and a final pay request will be provided in September. Final payment of retainage will be advertised so the payment in September will be final.

3291 Youngfield Service Road - Vacant lot adjacent to Denny's (Samir Jupic) 7/27/2022

Update: 08/25/2022 - Samir with a firm in Houston wanted further information on the Vacant lot at 3291 Youngfield, M/M called to discuss. M/M received a Concept Site Plan for a Car Wash, and sent a referral letter for the project. It appears they may be thinking a 4" – 6" water meter.

3190 Youngfield St. (FirstBank Conversion) Logan Raukar (6/23/2022)

07/27/2022 - Logan Raukar inquired on connection fees for the conversion of the FirstBank to a Fast-Food Restaurant. M/M gave information on the estimated fees, and requested a concept plan, PE stamped calculation for the grease interceptor, contact info for the property owner, developer, and engineers. M/M also stated a flow study might be required.

Update: 08/25/2022 – M/M received the requested Concept Site Plan. The Bank is simply being renovated. We are verifying if other tenants will have any need for grease interceptor but this appears to be a simple project with no effect on the sanitary.

3400 Pierson St. – Prospect Valley Elementary

The Districts 10" mainline that runs across the School's property within and easement, needs to be relocated to accommodate plans for a new school. A 12" will be required from the point of intercept north on Quail to the end of the Cul-de Sac. We have addressed all questions to date asked by the School with exception of existing taps which we have the information available. An acceptance letter was sent to JVA on July 8, 2021. A pre-con meeting was held on September 2, 2021. A relocation agreement was also sent to the Developer for this effort. 1) The temporary easement was sent to the District on October 19th and appears acceptable. The District's Attorney has drafted the easement agreement allowing a temporary line realignment. As part of the temp easement, the vacation of the existing easement will take place. Temporary construction began on January 8, 2022. Jeffco was desiring to leave the temp line in place and were told this would not work due to long term maintenance. MM gave comments on sanitary plans on 4/20/22. A revision was received 5/17 and final review provided 5/18. Plans are acceptable and work is anticipated to go forward in the next couple of weeks. 06/22/2022 - Neighbor on the north end of the cul de sac has retaining walls and plantings in the right of way. COWR needs to reach out to neighbor to explain the work and how it may impact them. Also recommended taking preconstruction pictures. Sent out Sanitary Submittals and the reviewed concrete mix submittal for the MH bases. Waiting on Flow Fill Submittal. 07/27/2022 - Additional submittals were reviewed for flow-fill and MH base. The School District hired a



new contractor for the construction of the Sanitary main and a preconstruction meeting was held. Work is commencing this month.

UPDATE: 08/25/2022 – M/M received an RFI for review from GH Phipps, M/M responded that we are only handling the Sanitary aspect and the RFI will need to go through the jurisdiction for the storm portion. A differing concrete mix design was brought to the field and M/M requested and received the mix design with a new supplier. A resident contacted Steve regarding the inspection of sewer line improvement work – he was concerned that he had not seen anyone inspecting the work being done. M/M confirmed that Joe Valdez has been on site to witness each service connection to the mainline and is on-site twice a day normally.

2100 Youngfield – Land Use

M/M received plans for a proposed Long-Term Temporary Use for surface parking development on December 7, 2018. A list of all required items for conditional approval was conveyed to the Developer on May 13, 2021. MM visited the sight and spoke with the Superintendent on June 2, 2021 reminding them about the need to abandon the center MH and cap the abandoned service line at the property line. MM inspected the air testing on July 9, 2021. Construction continues. Work has picked back up and air testing is being re-tested and connections are being completed. The site passed air testing on September 17, 2021. Outstanding items include: PLS stamped as-built drawings, tracer wire testing, M/M to witness the abandonment of existing lines, and CCTV of the sanitary lines after jetting. Taps should not be sold until conditional acceptance of the sanitary extension. Compaction reports and photos of the abandoned manhole and capped sanitary line still need to be received from the Contractor to initiate conditional acceptance. Received documentation of completed tracer wire testing. Still needing as-built survey and documentation of abandonment of old mainline which can take place at the MH in the street. Coordination related to tap fee payment is on-going. Service line observation will be accomplished using CCTV. 05/25/2022 - Meeting on 5/10/22 to discuss tap fees for SFRE's based on water meter sizing. The Developer (Guy Brazell) was informed of the connection fees for the five buildings. Taps were made and extended to the building but had not been observed. The developer will CCTV the service lines and we will review for acceptability. A request to delay connection fee payment on the 3 buildings not currently under construction was made by the developer. Option have been discussed and a recommendation to the Board will be made. 06/22/2022 - Options on how to proceed were discussed by The Board. We are waiting on CCTV footage of each service. Sent out current fees. 07/27/2022 – CCTV was reviewed and there is heavy debris in some of the taps, these will need to be flushed before receiving Conditional Acceptance. JBC Ent. Inc stated the lines have already been cleaned and flushed. Re-televising the lines will begin once the Exterior Contractor is done working on Building 1 & 2. The District's Attorney has created the lien document to phase connection fees. This has been reviewed by M/M and the Manager.

UPDATE: 08/25/2022 – M/M received the Notice of Lien and coordinated the correct amount needed to cover tap and connection costs. As of 08/01/2022 Randy Craven will be the new GC.

3123 and 3143 O'Hayre Court, Lakewood CO – Combined Lot Project - Tim and Donna O'Hayre (05/25/2022)

06/22/2022 – Combing 2 Lots into one. Requested a Will Serve Letter. M/M sent out referral letter. A Submittal of the residence fixtures and Barn/Loft details were requested.

Update: 08/28/2022 – M/M received notice that Formal Development Application and related docs were submitted to City of Lakewood. M/M sent a referral letter.

12601 W. 32nd Ave. (Valvoline Instant Oil Change) 4-4-22

Proposed Valvoline Oil Change development. Availability letter sent out. Received the next submittal along with the Comment Response Letter. 06/12/2022 – A resubmittal was sent, however, a few items appeared to be missing. This has been coordinated and a final submittal is pending.

UPDATE: 0/25/2022 – M/M received signed MEP plans, oil interceptor sizing calculations, and plumbing plans for review, M/M reviewed and noticed that the interceptor is below the minimum required. An acceptance letter was not yet sent.



1991 Youngfield St. (Applewood Beer Garden) Juan Sanchez 4-14-22

Proposed bar and restaurant. MM in review for initial referral and plans. 06/22/2022 – Sent referral along with a signed 1001 Form. Sent location of manholes for easier locating. They will need to open manholes to get the elevation and inverts of the manholes.

UPDATE: 08/25/2022 – Juan Sanchez requested Construction Details for the District, M/M sent him the information he was looking for. Juan is wanting an update on the sanitary proposal, M/M responded with a letter, and feedback, along with proof of submission. Juan asked for specific details for tracer wires and associated test stations and the Sampling Manhole, M/M responded with the information Juan was looking for.

10490 W. 23rd Ave

07/27/2022 - M/M sent out referral letter for ADU for second kitchen in the basement of the residence. A connection fee would be required

Update: M/M received updated plans and sent an edited referral letter. M/M sent out fees for the connection of the additional ADU.

12700 W. Colfax Ave – Senior Living

7/27/2022 - A Sanitary will-serve letter from NWLSD has been requested for 12700 W Colfax Ave. 155 units are proposed.

Update: M/M sent a referral letter for this project.

2070 Willow Lane (Residential Accessory Dwelling Unit (Kiplund Kolkmeier) 7/18/2022

07/27/2022 - Kiplund asked what is needed to get approval from NWLSD to add an accessory dwelling unit to his residence. Information required includes full set of plans with plumbing. The ADU wishes to connect through the current home sewer line. A connection fee and unification agreement would be required if allowed to connect to the existing service line.

Update: 08/25/2022 - None

12599 W 27th Ave – New Dewatering Building – Consolidated Mutual Water

M/M received plans for a new proposed dewatering building on November 15, 2018. Tap application for ¾" service to new solids building. Flow data and lab results were received from REC on July 29, 2021. M/M is in process of evaluating the data to translate the information into a single family equivalent SFE in order for billing to take place. Options are complete and being final coordinate with Consolidated. 06/22/2022 – Meeting to discuss options for going forward relating to past fees and giving a final recommendation to the NWLSD Board took place with Consolidated. MM sent a final letter of recommendation so an invoice can be generated. 07/27/2022 – Owner asked if we could defer additional payments until early 2023 based on their budget restrictions. This is reasonable, but is a board decision to make.

UPDATE: 08/25/2022 - None

1570 Youngfield St. (George Tsoupakis) 7/8/2022

07/27/2022 – The owner of the property informed us there is a root problem in the line at the connection point with the main. After discussions with the Team, Steve informed the owner that the root ball is inside their service and needs to be removed from inside the house out toward the main. Elite Pipe MD was noted as having this capability for removal of the root ball. The Owner was told that REC needs to be on site when the roots are removed to catch the debris.

Update 08/25/2022 - None

23 Skyline Dr

07/27/2022 - M/M sent out a referral letter for 23 Skyline Drive regarding a lot consolidation. No modifications to the existing residential structure or new proposed buildings at this time.



Update: 08/25/2022 - None

9755 W. 25th Ave

07/27/2022 - Received signed forms for the sewer availability at 9755 W. 25th Ave. The owner stated Lakewood changed the address, and the plans have not changed since October. A proof of submission was provided.

Update: 08/25/2022 – None

20th Ave Oak to Nelson – City of Lakewood Storm and Road Improvements: (Ray) 3/3/22

M/M provide FIR comments and attended the FIR meeting to provide comments. There is a line that is anticipated to need lowering the crosses 20th near Nelson St. 05/25/2022 - Double R Excavating received contract from City of Lakewood for improvements. Would like to start improvements 5/31/22. A pre-construction meeting was held and attended by M/M.

UPDATE: 08/25/2022 - None

11324 West 38th Ave – Osborne (Westridge) Connection to NWLSD

11324 W. 38th will need to work with Westridge to obtain service instead of Northwest Lakewood. 05/25/2022 - A deposit and tap fee has been made to the District office. Agreements are in process to incorporate conditions needed for completion of the service connection. 06/22/2022 – Waiting on documentation, and information from the original surveyor in 2018. Additionally, the design for connection is still needed.

UPDATE: 08/25/2022 - None

2479 Alkire St. new Construction 4/29/22

An inquiry was made and the owner was told by the District manager to submit appropriate plans for review.

Update: 08/25/2022 - None

2650 Simms Street – Single Family with desire to add an ADU on the property – John Bauer

M/M provided Mr. Bauer with the process to accommodate an ADU. GIS mapping was provided to show potential mains they can connect to. A variance request was accepted by the Board on October 27th and the District's Attorney will prepare a common service line agreement for this property. A draft of the common service line agreement was sent to the District and M/M for review. Comments were sent back to the District's Attorney on February 2, 2022. The agreement has been sent to the Owner. 05/25/2022 - On-going coordination with the Owner to execute an agreement for the ADU is taking place.

UPDATE: 08/25/2022 - None

1325 Normandy – Jim Skeen (303-809-0027) ADU addition to Single Family

Coordination took place as to needed plan review and ADU requiring an additional tap connection fee. The proof of submission was received on October 22 and returned to the Owner with an availability letter on October 25th.

UPDATE: 08/25/2022 - None

2419 Ward – Dave Coggeshall (303) 917-5230 (Cell) Or (303) 777-0894 (Office)

Coordination took place as to plan review and ADU requiring an additional tap connection fee was coordinated by District manager. 05/25/2022 - An inquiry related to an RV dump at the site was made. Coordination on if the Dump station is allowable and if a tap fee is required.

UPDATE: 08/25/2022 - None



Miscellaneous

- 07/27/2022 –Jessie Waldon is purchasing 5 Parcels that make the Loevile property. There is apparently a ditch where a road is going to be placed and that’s where our sanitary line is located. Steve responded saying that NWLWSD we don’t own the “ditch” but our line is buried 8’ to 10’ deep. We will need to review the plans to be sure proper cover over the main is maintained.
- 07/27/2022 - M/M is working on getting Proposals for surveying 650 Manholes for NWLWSD Flow Study.**08/25/2022 – M/M adjusted the number of manholes to approx. 468 – a revised scope was sent.**
- 07/27/2022 – M/M is providing some information to Roger Sherman for the District. A summary will be provided to the Board.
- 07/27/2022 – Ed Rogers with Aegis Surveying asked for a map with locations of lines for a portion of the district and elevations of MH’s servicing 2459 Ward Dr. Elevations are unknown and require them to survey.
- **08/25/2022 - SDMSI asked how much of the system has been repaired – M/M responded with an estimate and is putting together information to help with the PR work being completed.**