

ROUND MOUNTAIN WATER AND SANITATION

BOARD OF DIRECTORS MEETING

THURSDAY, May 16, 2024

2:00 P.M. – 3rd Street Gallery Building Conference Room

NOTICE IS HEREBY GIVEN that the Board of Directors of the ROUND MOUNTAIN WATER AND SANITATION DISTRICT of Westcliffe/Silver Cliff Colorado, will hold a meeting for the purpose of conducting such business as may come before the Board. This meeting is open to the Public.

Call to Order

Roll Call

Pledge of Allegiance

Public input for those not on the agenda will be limited to 3 minutes.

Additions to the June 20, 2024, Board of Directors Meeting Agenda

Administrative Reports

1. Assistant District Manager – Peggy Quint
2. ORC – Steven Koch
3. District Manager – Dave Schneider

Consent Agenda

1. Approval of the Minutes of the April 18, 2024, Regular Board Meeting
2. Financial Report and Approval of Checks for April 2024

New Business

1. Excess Water Lease with Upper Arkansas Water Conservation District (UAWCD)
2. Town of Westcliffe request for grant matching funds.
3. Consider quit claim deed of RMWSD owned Little May Mine Lode property to Town of Silver Cliff.
4. Bulk Water issues

OLD BUSINESS

1. Resolution approving amendment to Personnel Manual (5.9) addressing evaluations.
2. Resolution approving new evaluation forms.
3. Update on job descriptions and reviews – Connie Thompson

***Adjourn Regular Session - Motion and Second required for Executive Session**

Review results and recommendation - Connie Thompson & Steve Lasswell
Executive Session: §24-6-402 (4) (f), C.R.S. Personnel Matters
Peggy Quint, Dave Schneider, and Steven Koch

***Adjourn Executive Session and return to Regular Session**

Old Business (Continued)

1. Discussion of recommendation and consideration of suggestions – Connie Thompson

Adjourn

ORC Report

May 14, 2024

Projects completed and in progress are Smith Well Microscopic Particulate Analysis (MPA) sampling, Tank inspections, Pressure reducing valve distribution project, meeting with the Fire Department, lift station grinder pump replacement, relocation of meter and shut off on 111 Fist St Westcliffe, fire hydrant replacement near intersection of Main St. And North Adams Blvd and hiring of summer help.

For the Smith well this month we did a Microscopic Particulate Analysis (MPA), and this required us to run a 1 gallon a minute 8-hour filter run test. We have completed this and sent it back to the lab and are awaiting results. This test was quite involved, and we had to drop our water tanks so that we could run our test without overflowing the tanks. The time involved for this test was about two days.

At the beginning of this month the grinder at the lift station quit working so we replaced the grinder with our standby and sent the broken grinder to Royal Electric for repairs.

The pressure reducing valve project has been interesting. Jackson has been working with John Tedder and will be going through our system May 15th. Jackson has already gone through each assembly and set the pressure of each valve to lower the psi which was 110 psi in our lower 3rd zone to now 90 psi. But while testing each pressure reducing valve we have found when opening a fire hydrant in our lower 3rd zone (where the bluff is located) it drops our upper 2nd zone in silver cliff. We have concluded is undersized distribution mains and Dave is thinking it may be in the best interest to re-structure zone 3 and include some of zone 2 into zone 3 to increase pressure. I have also met with the Fire Department and let them know of our problem and possible solutions that may help just in case if a fire where to break out. If they do help us with fire hydrant flushing this year, I want them to be aware that they could create a backflow event.

The Town of Westcliffe is going to be installing/ replacing sidewalks and repairing streets at some point this year. In preparation, we have looked through potential infrastructure replacements and so far, I am planning on replacing a fire hydrant near Main St. and N Adams Blvd. This fire hydrant is one that is outdated and cannot be repaired.

111 1ST St. Westcliffe - we have had several issues with end points reporting and not being able to shut off the meter because of this meter and shut off is in the crawlspace and no outside shut off. We will be relocating the meter and installing a pit outside of the building.

I am also planning to do one of our biannual tank inspections completed this month that is required by the state. If any issues are found it will be dealt with promptly.

We have interviewed a person of Full-time summer help and have offered him the job. He will be starting May 28th and will begin training and start jetting. After jetting is completed, we will then start video logging our collection mains to see how they are holding up.

On May 9th we had a power outage and sterling did go out around 3 am in the morning to start our lift station backup generator. Then around 7 am I checked our SCADA system to see if our backup generator had started for our smith well. I discovered that it was not and had Jackson go down to the well and manually transfer the well over to our backup generator. We will be contacting the service technician about this problem and resolving this issue.

All monthly sampling has been completed.

ORC Steven Koch

830 Fourth St.
Silver Cliff, CO 81252-8795

April 22, 2024

Wet Mountain Tribune
P.O. Box 300
Westcliffe, CO 81252

ATTN: Editor and Staff

RE: Support of RMWSD and Dave Schneider

Dear Editor:

I am writing this letter today to publicly express my confidence in and support for Round Mountain Water and Sanitation District (RMWSD) and District Manager Dave Schneider.

Over many months, the public has read and discussed the problem of inadequate facilities to process the sewage of the growing RMWSD. A cursory look would make one think that there has been no progress, and no real address of the problems. Nothing could be further from the truth.

In my professional career, I was involved in several projects to address the same issues as now confronting RMWSD, though in a much smaller scale. I can attest that for those of us who have had to deal with larger-than-household amounts of waste, the research and course taken by Dave Schneider and RMWSD make perfect sense especially given the current milieu of regulatory constraints and the limits of available resources.

Dave Schneider is not just doing the best he can. In my opinion, he's doing what it takes to find a better way, and make it happen. Please support Dave and RMWSD in making a better tomorrow in the district.

Sincerely,



Jerold L. Peterson

(916) 749-2776 mobile

Email: jeroldpeterson@gmail.com

Cc: RMWSD Board

ROUND MOUNTAIN WATER AND SANITATION

BOARD OF DIRECTORS MEETING

THURSDAY, April 18, 2024
2:00 P.M. – 3rd Street Gallery Building Conference Room

Call to Order at 2:00 p.m.

Roll Call: Charles Bogle, Steve Lasswell, Randy Wilhelm, Connie Thompson, and Mark Dembosky
Dave Schneider, Peggy Quint, Steven Koch and Carlan Cardenas (via zoom)
Public: Talia Goldson (via zoom) and Adi (via zoom)

Pledge of Allegiance led by Steve Lasswell

Public input for those not on the agenda will be limited to 3 minutes. There were no public comments.

Additions to the May 16, 2024, Board of Directors Meeting Agenda

1. Resolution approving amendment to Personnel Manual (5.9) addressing evaluations.
2. Resolution approving new evaluation forms.

*Steve Lasswell will not be in town for the May 16, 2024, Meeting

Administrative Reports

1. Assistant District Manager – Peggy Quint – Report was included in the Board Packet. Peggy did want to highlight that Audit preparation has begun! Communication with Fromm and Company will be weekly so that the audit can be completed earlier than in past years. Peggy also wanted to point out that 480 customers have signed up for Express Bill Pay. This is almost half of our active customers both within the district and bulk water customers! Dave wanted to highlight the website form that is for customers to submit a form for a visual inspection of LCRR. Peggy was able to put this letter and form on the website in a short time due to Streamline website!
2. ORC – Steven Koch – Report was in the Board Packet – Steven’s highlight was that the field techs are busy. We have not sold any new taps so far this year. A few new taps are on hold because they need an excavation permit. Trucks are being worked on under the new Maintenance Contract with Boss Pro.
3. District Manager – Dave Schneider
 - Well/Meter Project Backup generator is installed and operating. Sampling began the first week of April and will run through October. Well has been consistent. Temperature and conductivity are tested.
 - Solar array – has been fixed and working great!
 - Reservoir – Dave is working with Silver Cliff and Dan McGuire to purchase land to the south. Silver Cliff owns a 16-foot strip of land. The fencing on our property line is correct. Mr. McGuire stated that he will check with his children to see if they are interested in selling us 100 X 940 feet (2+ acres) more to the south. Roughly \$5K - \$8K an acre or \$16K - \$17K total. That will give us 159-acre feet in the reservoir. Kit Shy has been asked to help clean up the paperwork for the properties with a legal document on the section. Mr. Shy said that we do not need to go to the county for approval since it is a boundary dispute. Dave has asked Silver Cliff to Quit Claim that strip of land to Mr. McGuire. The Valley’s pond problems will be addressed and put into categories by Division II of Water Resources in Pueblo; Ponds will either be drained, be adjudicated by the owners, or multiple pond owners apply for a single augmentation decree. Dave would recommend that Mr. McGuire participate in the latter because he has three ponds. Rachel Zancanella, Lead Engineer, Division II of Water Resources, is addressing these illegal ponds. She is a rule keeper but flexible. She is also working on Futile Calls, which are semi legal – illegal calls. RMWSD has one of the most senior rights on Macey Creek. However, we have one of the lowest headgates on the creek. If the junior users take water before it gets to our headgate, it significantly lengthens the time before the water is available. Water has come

down to our headgate (earlier than normal) so he put a call on the creek which holds the junior rights holders off.

- **WWTP – GMS will have an agreement draft by the end of the week. Dave met with Randi Snead, DOLA, and she is excited to partner with RMWSD. We have applied for a \$400k grant with DOLA. Dave and Randi will team up and present a power point presentation to the DOLA Board in June in Montrose, CO. EPIC, the potential engineering grant company, is looking forward to hearing from GMS to get going on the pilot plant project. The lagoon sludge has been sampled. It was sent off for inspection. The next thing is to find potential ground to surface. If that is found, then ground samples will need to be collected. This will allow how much sludge that we can do per acre. It will be taken out of the pond and spread on some rancher's acreage. As soon as the agreement is completed, our attorney will look it over and then the demonstration application can be started. Dave thought he had overestimated the amount of sludge in the ponds. That means the cost to remove it will be less. It costs about .26 per gallon to remove.**
- **Bulk Water – customers have complained that they are being shorted on their bulk water. The bulk water has a meter that the water runs through. That sends an electrical signal to the controller unit and that tells it to shut it off. When tested, it was 4% short of what it should be. Once run through the unit, it was about 8 gallons short for every 200 gallons. We were shorting them about 4 gallons every 100 gallons. Dave has a call in to Brian at Elemec to see what he suggests. Initially, we will see if the time can be changed to correct the difference. If this does not work, we have a quote for a new unit without the meter. Dave would like an ultrasonic meter. Peggy has talked to them about connecting via cloud. We have a quote for cloud hosting of \$1100.00, which is \$400 less than what we pay now for support. Dave will update the board regarding the outcome of the adjustments. The new machine is \$11,050.00 to replace. The old machine has been running for almost 10 years and the parts for the machine are not available. The accuracy of the machine is checked regularly. Dave will see what he can do to get it as close as possible, then we can look at replacing it.**
- **The field techs are falling behind on projects and would like to hire someone for the Summer of 2024. This would be a full-time, temporary position. No benefits would be offered. The board agreed that someone should be hired as soon as possible. Next year's budget will need to reflect this need for 2025.**
- **DeWeese is still getting bids for the repair of the discharge pipes. Dave will contact them to see if there will be that expense this year. The estimated cost for our portion will be about \$10k.**
- **Using the new Smith Well has caused a dramatic decrease in the need for augmentation water and we have only used 50 acre/feet over the winter months. We only have 50 acre/feet of storage available in DeWeese. We do not have anywhere else to store the surplus water. Dave is talking to Upper Ark and BLM to see where there might be possibilities to lease that water. We do not have storage in the Pueblo Reservoir. We have decrees that we could use to shepherd water down to Pueblo. We could purchase some storage rights in Pueblo but leasing it to someone else would be more beneficial.**

Consent Agenda

1. Approval of the Minutes of the March 21, 2024, Regular Board Meeting
2. Approval of the Minutes of the March 29, 2024, Regular Board Meeting
3. Financial Report and Approval of Checks for March 2024

Motion to approve Consent Agenda was made by Randy Wilhelm and seconded by Mark Dembosky. Motion carried with a 5-0 Vote.

New Business

1. Consideration of a salary increase for Sterling Hinson – Steven Koch, ORC, reported that Sterling has been doing a great job! He has taken on Backflow Prevention, streamlined inventory, is now a D-1 in Wastewater Certification and D-2 in Water. Motion to increase Sterling's hourly wage from \$29.70 to \$32.00 was made by Mark Dembosky, seconded by Randy Wilhelm. Motion carried with a 5-0 Vote.

OLD BUSINESS

3. Resolution approving amendment to Personnel Manual (5.9) addressing evaluations. – Tabled
4. Resolution approving new evaluation forms. - Tabled
5. Steve Lasswell and Connie Thompson – suggestions and recommendations regarding personnel

***Adjourn Regular Session - Motion and Second required for Executive Session**

The motion to move to Executive Session at 3:14 p.m. was made by Connie Thompson and seconded by Steve Lasswell. Motion carried with a unanimous vote.

Review results and recommendation - Connie Thompson & Steve Lasswell
Executive Session: §24-6-402 (4) (f), C.R.S. Personnel Matters
Peggy Quint, Assistant District Manager.

***Adjourn Executive Session and return to Regular Session at 4:22 p.m.**

OLD BUSINESS CONTINUED at 4:23 p.m.

6. Discussion of recommendations and considerations of suggestions regarding personnel by Connie Thompson and Steve Lasswell – after discussion and clarification, Connie Thompson made a motion to increase Peggy Quint's salary to \$87,547.20/year which is 80% of Dave Schneider's salary, effective immediately. The motion was seconded by Randy Wilhelm. Motion carried with a 5-0 Vote.

Dave has been asked to attend the Stakeholder's meetings at the upper level of CDPHE. This will require 1 to 2 days away from the office per month to attend the meetings. Dave would represent the smaller wastewater systems to the state of Colorado and CEDPHE. Dave is very interested in participating in these meetings with board approval. This will be on paid time with mileage reimbursement. The board has given Dave their full support.

Steve Lasswell will not be in town for the May meeting. He will not be within service range and will not be attending via zoom.

Adjourn at 4:50 p.m.

ROUND MOUNTAIN WATER & SANITATION DISTRICT

Financial Statements

April 30, 2024

Unaudited

TREASURER'S REPORT

**ROUND MOUNTAIN WATER AND SANITATION DISTRICT
TREASURER'S REPORT**

April 30, 2024

Unaudited

Cash Balance at 4/30/24- C Safe	\$	2,337,185.70
Cash Balance at 4/30/24- UBB MMKT	\$	100,420.03
Cash Balance at 4/30/24-United Business Bank	\$	139,340.30
	\$	2,576,946.03
Beginning Balance - 4/1/24	\$	2,565,761.46
Plus: Deposits	\$	110,792.85
Less: Disbursements	\$	(110,496.61)
Interest	\$	10,888.33
	\$	2,576,946.03
Ending Cash Balance at 4/30/24	\$	2,576,946.03
Earmarked:		
Unearned Revenue-Tap Fees	\$	(134,300.00)
Funds Available for Capital Improvements	\$	(700,949.00)
Tabor - Emergency Reserve	\$	(56,000.00)
Reservoir	\$	(1,000,000.00)
	\$	685,697.03
Net Cash Available*	\$	685,697.03
Cash Flow -		
January - Net Incoming	\$	3,422
February - Net Incoming	\$	19,444
March - Net Incoming	\$	38,266
April - Net Incoming	\$	11,185
YTD - thru 4/30/24	\$	72,317

BANK RECONCILIATION

Report Criteria:

Print Outstanding Checks and Deposits and Bank and Book adjustments

First State Bank (Checking) (1)
April 30, 2024

Account: 102

Bank Account Number:

Bank Statement Balance:	139,340.30	Book Balance Previous Month:	140,558.37
Outstanding Deposits:	18,311.90	Total Receipts:	121,060.10
Outstanding Checks:	15,409.17	Total Disbursements:	119,375.44
Bank Adjustments:	.00	Book Adjustments:	.00
Bank Balance:	142,243.03	Book Balance:	142,243.03
		Proof (Bank balance less book balance):	.00

Outstanding Deposits Section

Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount	Deposit Number	Deposit Amount
7	10,592.50	1188	2,412.90	1207	5,306.50		
Grand Totals:							<u>18,311.90</u>

Deposits cleared: 53 items Deposits Outstanding: 3 items

Outstanding Checks Section

Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
7320	31.20	7387	12.06	7394	15.00	7428	3.40
7429	15.00	7439	15.00	7452	15.00	7467	7.12
7472	11.60	7473	5.27	7476	6.87	7648	148.90
7779	11.17	7780	5.51	7825	90.00	7832	1.87
7837	.99	7844	6.40	7956	15.00	8126	100.00
8255	68.80	8298	1.87	8302	15.00	8305	11.06
8308	6.26	8309	15.00	8316	15.25	8317	10.19
8328	.39	8505	63.80	8665	200.00	8705	100.00
8708	95.00	8713	100.00	8718	100.00	8724	90.00
8729	100.00	8740	300.00	8741	100.00	8742	5,176.66
8743	145.00	8744	449.00	8745	750.32	8746	3,250.70
8747	100.00	8748	27.73	8749	100.00	8750	80.53
8751	60.00	8752	335.35	8753	165.00	8754	100.00
8755	1,985.44	8757	773.46				
Grand Totals:							<u>15,409.17</u>

Checks cleared: 93 items Checks Outstanding: 54 items

Bank Adjustments Section

Book Adjustments Section

500 Ygnacio Valley Road • Suite 130
Walnut Creek, CA 94596

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

Page 1 of 13
Account Number: 900176
Period: 04/01/24 - 04/30/24
Images: 37

Open a new account today in LIVE Banking
a Live, Interactive, Virtual, Experience!
LIVE Banking is available on our website at
www.unitedbusinessbank.com, Monday-Friday 9am-4pm

BUSINESS INTEREST CKG	900176
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Summary of Activity Since Your Last Statement

Beginning Balance	4/01/24	\$139,030.62
Deposits / Misc Credits	53	\$110,806.29
Withdrawals / Misc Debits	70	\$110,496.61
Ending Balance	4/30/24	\$139,340.30
Service Charge		.00
Interest Paid Thru 4/30/24		13.44
Interest Paid Year To Date		103.52
Annual Percentage Yield Earned		.10 %
Number of Days for A.P.Y.E.		30
Average Balance for A.P.Y.E.		163,935.11
Average Collected Balance		163,935
Minimum Balance		139,326
Enclosures		37

DEPOSITS AND OTHER CREDITS

Date	Amount	Activity Description
4/01	120.00	Deposit
4/01	75.00	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/01	2,040.40	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/01	4,979.99	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/01	842.70	Scan-A-Check Deposit

Account Number: 900176

Period: 04/01/24 - 04/30/24

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

DEPOSITS AND OTHER CREDITS

Date	Amount	Activity Description
4/03	110.00	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/04	788.45	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/04	11,904.05	ROUND MTN WSD/CREDITS 216049802 Round Mountain WSD
4/05	156.40	Deposit
4/05	837.50	BANKCARD 1018/MTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/05	1,311.20	Scan-A-Check Deposit
4/05	10,950.00	Scan-A-Check Deposit
4/08	215.00	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/08	1,023.80	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/08	4,502.20	Scan-A-Check Deposit
4/09	212.75	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/10	1,057.00	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/10	2,253.15	Scan-A-Check Deposit
4/11	384.20	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/11	1,075.50	Scan-A-Check Deposit
4/12	286.00	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/15	376.30	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/15	8,437.80	ROUND MTN WSD/CREDITS 216513705 Round Mountain WSD
4/15	3,773.40	Scan-A-Check Deposit
4/16	382.50	Deposit
4/16	1,109.60	Scan-A-Check Deposit
4/17	1,171.45	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/18	278.40	BANKCARD 1018/BTOT DEP 529808020403358 ROUND MOUNTAIN WATER &
4/18	2,220.50	Scan-A-Check Deposit
4/19	56.50	BANKCARD 1018/BTOT DEP 529808020403358

Account Number: 900176

Period: 04/01/24 - 04/30/24

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

DEPOSITS AND OTHER CREDITS

Date	Amount	Activity Description
4/19	1,953.55	ROUND MOUNTAIN WATER & PIVOT ENERGY INC/113023 DEV RENT 10
4/22	277.50	ROUND MOUNTAIN WATER & BANKCARD 1018/BTOT DEP 529808020403358
4/22	405.20	ROUND MOUNTAIN WATER & BANKCARD 1018/MTOT DEP 529808020403358
4/22	735.01	ROUND MOUNTAIN WATER & BANKCARD 1018/BTOT DEP 529808020403358
4/23	82.50	ROUND MOUNTAIN WATER & BANKCARD 1018/BTOT DEP 529808020403358
4/23	6,315.60	Scan-A-Check Deposit
4/24	600.30	Deposit
4/24	5,231.15	Deposit
4/24	442.40	BANKCARD 1018/BTOT DEP 529808020403358
4/25	377.30	ROUND MOUNTAIN WATER & BANKCARD 1018/BTOT DEP 529808020403358
4/26	384.30	ROUND MOUNTAIN WATER & BANKCARD 1018/BTOT DEP 529808020403358
4/26	4,397.65	ROUND MOUNTAIN WATER & ROUND MTN WSD/CREDITS 217319444 Round Mountain WSD
4/29	200.00	BANKCARD 1018/MTOT DEP 529808020403358
4/29	372.50	ROUND MOUNTAIN WATER & BANKCARD 1018/MTOT DEP 529808020403358
4/29	8,320.40	ROUND MOUNTAIN WATER & BANKCARD 1018/MTOT DEP 529808020403358
4/30	400.00	Deposit
4/30	1,102.25	Deposit
4/30	10,566.00	Deposit
4/30	701.90	BANKCARD 1018/BTOT DEP 529808020403358
4/30	747.70	ROUND MOUNTAIN WATER & Scan-A-Check Deposit
4/30	779.60	Scan-A-Check Deposit
4/30	3,468.30	Scan-A-Check Deposit
4/30	13.44	Interest Paid

Account Number: 900176

Period: 04/01/24 - 04/30/24

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

CHECKS

Date	Check No	Amount	Date	Check No	Amount	Date	Check No	Amount
4/11	8689	90.00	4/04	8712	261.03	4/17	8730*	551.76
4/02	8696*	227.29	4/16	8714*	128.74	4/22	8731	755.19
4/02	8697	100.00	4/17	8715	1,528.59	4/24	8732	8.50
4/18	8699*	500.00	4/16	8717*	5,828.95	4/16	8733	90.00
4/19	8700	274.00	4/17	8719*	955.97	4/11	8734	90.00
4/17	8702*	300.00	4/18	8720	43.04	4/15	8735	1,518.58
4/30	8703	3.20	4/18	8721	3,910.84	4/16	8736	100.00
4/04	8704	100.00	4/22	8722	329.24	4/17	8737	12.90
4/15	8706*	169.55	4/19	8723	1,751.50	4/17	8738	281.43
4/22	8707	161.86	4/11	8725*	90.00	4/10	8739	100.00
4/24	8709*	44.00	4/23	8726	301.20	4/26	8756*	100.00
4/18	8710	982.58	4/16	8727	100.00			
4/11	8711	439.52	4/12	8728	567.19			

* indicates a break in check number sequence

OTHER DEBITS AND WITHDRAWALS

Date	Amount	Activity Description
4/01	3.00	CBS of Colorado/WEB PAY RM37 Round Mountain Water a
4/01	379.00	CBS of Colorado/WEB PAY RM37 Round Mountain Water a
4/02	448.10	BANKCARD 1018/MTOT DISC 52980802040335 ROUND MOUNTAIN WATER &
4/05	469.82	Xpress Bill Pay/Billing 10923 Round Mountain WSD
4/08	588.44	WRIGHT EXPRESS/FLEET DEBI 910000809623 ROUND MOUNTAIN WATER S
4/12	101.77	ATT/Payment 793052003EPAYE Round Mountain Water a
4/12	2,734.03	BLACK HILLS ENRG/UTIL BILL 4954955135 ROUND MTN WATER
4/12	4,422.26	IRS/USATAXPYMT *****0373640855 ROUND MOUNTAIN WATER &
4/15	357.61	HILLTOP BROADBAN/PURCHASE 970 344 9541 Round Mountain Water a
4/15	1,137.50	EMPOWER/EMPOWER 130028096222 Round Mountain W

Account Number: 900176

Period: 04/01/24 - 04/30/24

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

OTHER DEBITS AND WITHDRAWALS

Date	Amount	Activity Description
4/15	1,185.86	EMPOWER/EMPOWER 130028096256 Round Mountain W
4/15	13,515.94	ACH Batch Offset Debit Round Mountain W/Payroll 840680525 Round Mountain Water a
4/23	952.00	CASELLE INC./DEBITS 217098386 RMWSD
4/23	980.00	INFINITY LEASING/AUTO DEBIT ROUND MOUNTIAN ROUND MOUNTAIN WATER
4/25	4,578.93	IRS/USATAXPYMT *****1692353843 ROUND MOUNTAIN WATER &
4/26	1,186.24	EMPOWER/EMPOWER 700490002022 Round Mountain W
4/30	38,431.21	BENE:USBANK TRUST NA TRN:P202404300078960
4/30	3.00	CBS of Colorado/WEB PAY RM37 Round Mountain Water a
4/30	379.00	CBS of Colorado/WEB PAY RM37 Round Mountain Water a
4/30	1,165.02	EMPOWER/EMPOWER 705154679471 Round Mountain W
4/30	13,819.11	ACH Batch Offset Debit Round Mountain W/Payroll 840680525 Round Mountain Water a
4/30	30.00	OUTGOING WIRE FEE-P202404300078960

ATM/POS TRANSACTIONS

Date	Deposits	Withdrawals	Location
4/05		29.69	POS Purchase Non-PIN AMAZON.COM SEATTL WA 000001 *****7010 04/05 11:05
4/08		55.58	POS Purchase Non-PIN AMAZON.COM SEATTL WA 000001 *****3765 04/06 13:12
4/08		26.98	POS Purchase Non-PIN DOLLAR GENERAL #19371 SILVER CLIFF CO 319371 *****376 04/08 08:33
4/09		353.65	POS Purchase Non-PIN BIG R OF PUEBLO WEST PUEBLO WEST 0386 *****3765 04/08 09:30
4/10		15.80	POS Purchase Non-PIN CHICK-FIL-A #0191

Account Number: 900176

Period: 04/01/24 - 04/30/24

Round Mountain Water and
Sanitation Dist
Operating Account
PO Box 86
Westcliffe CO 81252-0086

ATM/POS TRANSACTIONS

Date	Deposits	Withdrawals	Location
4/10		43.55	PUEBLO 0004 *****3765 04/08 03:05 POS Purchase Non-PIN AMAZON.COM SEATTL WA 000001 *****3765 04/10 07:22
4/15		75.00	POS Purchase Non-PIN 320 COUNTY ROAD 241 320 COUNTY RO CO 003 *****7010 04/15 10:55
4/17		119.95	POS Purchase Non-PIN Park Avenue,345 San Jose CA 000000 *****7010 04/17 08:41
4/25		43.16	POS Purchase Non-PIN SALTY PINE FLORAL WESTCLIFFE 000000 *****7010 04/24 09:2
4/29		67.76	POS Purchase Non-PIN WAVE - *MRS SHRED AMER PUEBLO 000010 *****7010 04/26 09:42
4/29		1.00	POS Purchase With PIN VALLEY ACE HARDWARE WESTCLIFFE CO 083474 *****701 04/27 11:53

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/01	146,706.71	4/11	179,958.46	4/23	161,095.24
4/02	145,931.32	4/12	172,419.21	4/24	167,316.59
4/03	146,041.32	4/15	167,046.67	4/25	163,071.80
4/04	158,372.79	4/16	162,291.08	4/26	166,567.51
4/05	171,128.38	4/17	159,711.93	4/29	175,391.65
4/08	176,198.38	4/18	156,774.37	4/30	139,340.30
4/09	176,057.48	4/19	156,758.92		
4/10	179,208.28	4/22	156,930.34		

900176

500 Ygnacio Valley Road • Suite 130
Walnut Creek, CA 94596

Round Mountain Water and
Sanitation Dist
MMKT
PO Box 86
Westcliffe CO 81252-0086

Page 1 of 1

Account Number: 12072377
Period: 04/01/24 - 04/30/24
Images: 0

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a Live, Interactive, Virtual, Experience!
LIVE Banking is available on our website at
www.unitedbusinessbank.com, Monday-Friday 9am-4pm

BUS MMA SPECIAL RATES	12072377
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Summary of Activity Since Your Last Statement

Beginning Balance	4/01/24	\$100,049.32
Deposits / Misc Credits	1	\$370.71
Withdrawals / Misc Debits	0	\$0.00
Ending Balance	4/30/24	\$100,420.03
Service Charge		.00
Interest Paid Thru 4/30/24		370.71
Interest Paid Year To Date		420.03
Annual Percentage Yield Earned		4.62 %
Number of Days for A.P.Y.E.		30
Average Balance for A.P.Y.E.		100,049.32
Average Collected Balance		100,049
Minimum Balance		100,049

DEPOSITS AND OTHER CREDITS

Date	Amount	Activity Description
4/30	370.71	Interest Paid

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/30	100,420.03				



Statement Period: 04/01/2024 To 04/30/2024
 Account Number: CORE XX-XXXXX25-02

5975 S. Quebec St, Suite 330
 Centennial, CO 80111

(303) 296-6340
 (800) 541-2953
 FAX: (303) 658-3136
www.csafe.org/

ROUND MOUNTAIN WATER & SANITATION DISTRICT - CORE

59000 HWY 69 NORTH
 Westcliffe, CO 81252
 U.S.A.

Statement Summary

Beginning Balance	\$2,326,681.52		
Purchases	\$0.00	7 Day Average	5.46 %
Shares Purchased		Monthly Average	5.48 %
Redemptions	\$0.00	YTD Interest	\$42,488.20
Shares Redeemed			
Interest Distributed	\$10,504.18		
Month End Balance	\$2,337,185.70		
Month End Shares Owned	1,168,592.85		

Transaction Summary

Date	Type	Amount	Shares	Market Value
------	------	--------	--------	--------------

Net Transactions: \$0.00

STATEMENT OF NET POSITION

Round Mountain Water and Sanitation District

STATEMENT OF NET POSITION

April 30, 2024

Unaudited

ASSETS

Current Assets

Cash and Cash Equivalents	\$	2,580,099
Restricted Cash		33,372
Property Taxes Receivable		26,795
Accounts Receivable		106,209
Project Loan Fund Receivable		341,553
Prepaid Expenses		23,576
Inventory		92,982
Total Current Assets	\$	3,204,586

Long Term Assets

Property, Plant & Equipment	\$	7,350,419
Land, Rights of Way, etc.		1,002,024
Water Source of Supply		1,252,402
Accumulated Depreciation		(4,348,224)
Total Long Term Assets	\$	5,256,621

TOTAL ASSETS

\$ 8,461,207

LIABILITIES AND NET POSITION

Current Liabilities

Accounts Payable	\$	4,178
Warranty Deposits		33,372
Customer Deposits		312,200
Accrued Expenses		16,330
Total Current Liabilities	\$	366,080

Noncurrent Liabilities

Project Loan	\$	1,179,172
Long-term Debt		35,935
Total Noncurrent Liabilities	\$	1,215,107

Total Liabilities

\$ 1,581,187

Deferred Inflows of Resources

Deferred Revenue - Property Taxes	\$	26,795
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NET POSITION

Net Position - 1/1/24 (estimated)	\$	6,746,492
Revenue Over (Under) Expenditures at 4/30/24		106,733

TOTAL LIABILITIES AND NET POSITION

\$ 8,461,207

BUDGET VS ACTUAL

Round Mountain Water and Sanitation District

BUDGET VS ACTUAL - GAAP Basis

For the Four Months Ended April 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 33%)
REVENUE				
<u>Tax Revenue</u>				
General Property Taxes	\$ 61,000	\$ 34,205	\$ (26,795)	56%
Specific Ownership Taxes	5,500	2,262	(3,238)	41%
Total Tax Revenue	<u>\$ 66,500</u>	<u>\$ 36,467</u>	<u>\$ (30,033)</u>	<u>55%</u>
<u>Enterprise Revenue</u>				
<u>Water Revenue</u>				
Metered Sales to General Customers	\$ 504,000	\$ 138,963	\$ (365,037)	28%
Sales of Raw Water	-	-	-	0%
Water Vendor Sales	85,000	24,900	(60,100)	29%
Late Charges	7,800	1,402	(6,398)	18%
Total Water Revenue	<u>\$ 596,800</u>	<u>\$ 165,265</u>	<u>\$ (431,535)</u>	<u>28%</u>
<u>Sewer Revenue</u>				
Sales to Customers	\$ 578,000	\$ 187,109	\$ (390,891)	32%
Late Charges	-	1,403	1,403	0%
Total Sewer Revenue	<u>\$ 578,000</u>	<u>\$ 188,512</u>	<u>\$ (389,488)</u>	<u>33%</u>
<u>Connection Charges</u>				
Water Tap Connection Charges	\$ 12,000	\$ 400	\$ (11,600)	3%
Sewer Tap Connection Charges	8,000	-	(8,000)	0%
Total Connection Charges	<u>\$ 20,000</u>	<u>\$ 400</u>	<u>\$ (19,600)</u>	<u>2%</u>
<u>Contributed Capital</u>				
Water Tap/ System Development Fee	\$ 280,000	\$ 5,500	\$ (274,500)	2%
Sewer Tap/ System Development Fee	270,000	5,000	(265,000)	2%
Total Contributed Capital	<u>\$ 550,000</u>	<u>\$ 10,500</u>	<u>\$ (539,500)</u>	<u>2%</u>
<u>Miscellaneous Revenue</u>				
Fines and Forfeits	\$ 3,500	\$ 615	\$ (2,885)	18%
Earnings on Deposits and Investments	50,000	43,017	(6,983)	86%
Gain/ Loss Assets	-	-	-	0%
IGA Revenue	-	6,191	6,191	0%
Administrative Services (Other)	2,500	4,672	2,172	187%
Total Miscellaneous Revenue	<u>\$ 56,000</u>	<u>\$ 54,495</u>	<u>\$ (1,505)</u>	<u>97%</u>
Total Enterprise Revenue	<u>\$ 1,800,800</u>	<u>\$ 419,172</u>	<u>\$ (1,381,628)</u>	<u>23%</u>
<u>Grants and Loans</u>				
Grant Proceeds	\$ -	\$ -	\$ -	0%
Loan Proceeds	-	-	-	0%
Total Grants and Loans	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0%</u>
Total Revenue	<u>\$ 1,867,300</u>	<u>\$ 455,639</u>	<u>\$ (1,411,661)</u>	<u>24%</u>
EXPENDITURES				
<u>RMWSD District Expenditures</u>				
<u>Salaries and Benefits</u>				
Salaries and Wages	\$ 36,611	\$ 16,417	\$ 20,194	45%
Employee Health Insurance Premiums	5,300	2,342	2,958	44%
Employer Contributions	2,200	1,289	911	59%
Total Salaries and Benefits	<u>\$ 44,110</u>	<u>\$ 20,048</u>	<u>\$ 24,063</u>	<u>45%</u>
<u>Professional Services</u>				
Legal and Clerical, etc.	\$ 1,000	\$ -	\$ 1,000	0%
Engineering	-	-	-	0%
Total Professional Services	<u>\$ 1,000</u>	<u>\$ -</u>	<u>\$ 1,000</u>	<u>0%</u>
<u>General Administration</u>				
Professional Development	\$ 1,500	\$ -	\$ 1,500	0%
Director Fees	12,000	3,000	9,000	25%
Auditing	25,000	375	24,625	2%
Election Expenses	2,000	-	2,000	0%
Postage	500	-	500	0%
Publicity, Subscription and Dues	200	-	200	0%
Printing, Duplicating, etc.	250	-	250	0%
County Treasurer's Collection Fee	2,500	1,182	1,318	47%
Travel Meetings	3,000	-	3,000	0%
Supplies	500	-	500	0%
Total General Administration	<u>\$ 47,450</u>	<u>\$ 4,557</u>	<u>\$ 42,893</u>	<u>10%</u>
Total RMWSD District Expenditures	<u>\$ 92,560</u>	<u>\$ 24,605</u>	<u>\$ 67,956</u>	<u>27%</u>

Round Mountain Water and Sanitation District

BUDGET VS ACTUAL - GAAP Basis

For the Four Months Ended April 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 33%)
<u>Administration and General Expenditures</u>				
<u>Salaries and Benefits</u>				
Salaries and Wages	\$ 207,461	\$ 65,669	\$ 141,792	32%
Employee Health Insurance Premiums	30,032	9,367	20,665	31%
Employer Contributions	16,950	5,155	11,795	30%
Total Salaries and Benefits	<u>\$ 254,443</u>	<u>\$ 80,191</u>	<u>\$ 174,252</u>	<u>32%</u>
<u>Professional Services</u>				
Purchased Services	\$ 5,000	\$ 3,943	\$ 1,057	79%
Legal Services	2,000	375	1,625	19%
Other Professional Services	60,000	18,243	41,757	30%
Total Professional Services	<u>\$ 67,000</u>	<u>\$ 22,561</u>	<u>\$ 44,439</u>	<u>34%</u>
<u>General Administration</u>				
Professional Development	\$ 5,000	\$ -	\$ 5,000	0%
Utility Services	20,000	6,301	13,699	32%
Building Rents	18,000	4,500	13,500	25%
Insurance- Workers Comp and P&L	27,500	10,726	16,774	39%
Postage	1,500	556	944	37%
Publicity, Subscription and Dues	6,000	1,324	4,676	22%
Printing, Duplicating, etc.	3,600	2,097	1,503	58%
Travel and Meetings	7,500	2,442	5,058	33%
Supplies	10,000	2,346	7,654	23%
Office Equipment	5,000	190	4,810	4%
Miscellaneous Expense	3,000	1,035	1,965	35%
Total General Administration	<u>\$ 107,100</u>	<u>\$ 31,517</u>	<u>\$ 75,583</u>	<u>29%</u>
Total Administration and General Expenditures	<u>\$ 428,543</u>	<u>\$ 134,269</u>	<u>\$ 294,274</u>	<u>31%</u>
<u>Water Enterprise Expenditures</u>				
<u>Transmission and Distribution</u>				
Salaries and Wages	\$ 42,411	\$ 13,990	\$ 28,421	33%
Employee Health Insurance Premiums	6,999	2,321	4,678	33%
Employer Contributions	3,305	1,098	2,207	33%
Purchased Services	4,000	1,256	2,744	31%
Engineering	10,000	-	10,000	0%
Repair and Maintenance Supplies	30,000	17,290	12,710	58%
Operating Supplies	6,000	4,584	1,416	76%
Operating Fuel	-	361	(361)	0%
Water Vendor	1,800	-	1,800	0%
Other Improvements and Construction	5,000	-	5,000	0%
Bad Debt Expense Water	-	629	(629)	0%
Machinery and Equipment	10,000	2,728	7,272	27%
Total Transmission and Distribution Expenditures	<u>\$ 119,515</u>	<u>\$ 44,257</u>	<u>\$ 75,258</u>	<u>37%</u>
<u>Source of Supply</u>				
Salaries and Wages	\$ 42,441	\$ 13,990	\$ 28,451	33%
Employee Health Insurance Premiums	6,999	2,321	4,678	33%
Employer Contributions	3,305	1,098	2,207	33%
Purchased Services	4,000	476	3,524	12%
Administrative and Legal	10,000	633	9,367	6%
Engineering	25,000	18,593	6,407	74%
Repair and Maintenance Supplies	5,000	2,500	2,500	50%
Operating Supplies	4,000	868	3,132	22%
Operating Fuel	-	361	(361)	0%
Fuel or Power for Pumping	25,000	4,422	20,578	18%
Land, Easements, Rights-of-Way	-	-	-	0%
Other Improvements and Construction	4,000	-	4,000	0%
Machinery and Equipment	10,000	2,728	7,272	27%
Total Professional Services- Source of Supply	<u>\$ 139,745</u>	<u>\$ 47,990</u>	<u>\$ 91,755</u>	<u>34%</u>
<u>Water Treatment</u>				
Salaries and Wages	\$ 42,441	\$ 13,990	\$ 28,451	33%
Employee Health Insurance Premiums	6,999	2,321	4,678	33%
Employer Contributions	3,305	1,098	2,207	33%
Professional Development	2,000	2,075	(75)	104%
Purchased Services	4,000	1,541	2,459	39%
Repair and Maintenance Supplies	3,000	4,650	(1,650)	155%

Round Mountain Water and Sanitation District

BUDGET VS ACTUAL - GAAP Basis

For the Four Months Ended April 30, 2024

Unaudited

	2024 Budget	YTD Actual	Variance Favorable (Unfavorable)	Percent of Budget (YTD 33%)
Operating Supplies	3,500	876	2,624	25%
Operating Fuel	-	361	(361)	0%
Employee Clothing Allowance	1,000	795	205	80%
Other Improvements and Construction	-	-	-	0%
Machinery and Equipment	10,000	2,728	7,272	27%
Total Water Treatment	\$ 76,245	\$ 30,435	\$ 45,810	40%
Total Water Enterprise Expenditures	\$ 335,505	\$ 122,682	\$ 212,823	37%
<u>Wastewater Enterprise Expenditures</u>				
<u>Collection and Transmission</u>				
Salaries and Wages	\$ 42,441	\$ 13,990	\$ 28,451	33%
Employee Health Insurance Premiums	6,999	2,321	4,678	33%
Employer Contributions	3,305	1,098	2,207	33%
Purchased Service	4,000	646	3,354	16%
Repair and Maintenance Supplies	8,000	2,478	5,522	31%
Operating Supplies	3,500	683	2,817	20%
Operating Fuel	-	361	(361)	0%
Fuel or Power for Pumping	2,500	817	1,683	33%
Bad Debt Expense Sewer	-	-	-	0%
Other Improvements and Construction	4,000	-	4,000	0%
Machinery and Equipment	10,000	2,728	7,272	27%
Total Collection and Transmission	\$ 84,745	\$ 25,122	\$ 59,623	30%
<u>Treatment</u>				
Salaries and Wages	\$ 42,441	\$ 13,989	\$ 28,452	33%
Employee Health Insurance Premiums	6,999	2,321	4,678	33%
Employer Contributions	3,305	1,098	2,207	33%
Professional Development	2,500	85	2,415	3%
Purchased Service	4,000	900	3,100	23%
Administrative and Legal	2,000	-	2,000	0%
Engineering	10,000	-	10,000	0%
Repair and Maintenance Supplies	8,000	3,072	4,928	38%
Operating Supplies	3,500	984	2,516	28%
Operating Fuel	-	361	(361)	0%
Fuel or Power for Pumping	20,000	6,831	13,169	34%
Employee Clothing Allowance	1,000	795	205	80%
Other Improvements and Construction	4,000	-	4,000	0%
Machinery and Equipment	10,000	2,728	7,272	27%
Total Treatment	\$ 117,745	\$ 33,164	\$ 84,581	28%
Total Wastewater Enterprise Expenditures	\$ 202,491	\$ 58,286	\$ 144,204	29%
<u>System Maintenance Agreements Expenditures</u>				
Water Tank Inspection Services	\$ -	\$ -	\$ -	0%
Total Water Tank Inspection Services	\$ -	\$ -	\$ -	0%
<u>Debt Service Revenue Expenditures</u>				
<u>DOLA</u>				
DOLA - Principal (Water System)	\$ 5,283	\$ -	\$ 5,283	0%
DOLA - Interest (Water System)	1,797	-	1,797	0%
Total DOLA - Debt Service	\$ 7,080	\$ -	\$ 7,080	0%
<u>CWRPDA</u>				
CWRPDA - Principal	\$ 58,955	\$ 29,367	\$ 29,588	50%
CWRPDA - Interest	17,908	9,064	8,844	51%
Total CWRPDA - Debt Service	\$ 76,863	\$ 38,431	\$ 38,432	50%
Total System Maintenance Agreement and Debt Service	\$ 83,943	\$ 38,431	\$ 45,512	46%
Total Expenditures	\$ 1,143,042	\$ 378,273	\$ 764,769	33%
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 724,258	\$ 77,366	\$ (646,892)	
Add Back: Principal Payments on Debt		\$ 29,367		
NET EXCESS OF REVENUE OVER (UNDER) EXPENDITURES		\$ 106,733		

CHECK/DISBURSEMENT REGISTER

Report Criteria:

Print Sequence Detail

Journal Code.Journal code = "CDA","CDP","CDPT"

Journal	Payee or Description	Date	Check Number	Check Amount
CDPT	CEBT	04/08/2024	8717	5,828.95
CDA	Bogle, Charles	04/10/2024	8718	100.00
CDA	Canyon Systems Inc	04/10/2024	8719	955.97
CDA	Colorado Springs Windustrial	04/10/2024	8720	43.04
CDA	Core & Main	04/10/2024	8721	3,910.84
CDA	Freedom Mailing Services Inc	04/10/2024	8722	329.24
CDA	Fromm & Company LLC	04/10/2024	8723	1,751.50
CDA	Hinson, Sterling	04/10/2024	8724	90.00
CDA	Koch, Steven	04/10/2024	8725	90.00
CDA	Krassa & Miller LLC	04/10/2024	8726	301.20
CDA	Lasswell, Steve	04/10/2024	8727	100.00
CDA	Malcolm, Jackson	04/10/2024	8728	567.19
CDA	Mark Dembosky	04/10/2024	8729	100.00
CDA	Napa Auto Parts	04/10/2024	8730	551.76
CDA	ODP Business Solutions LLC	04/10/2024	8731	755.19
CDA	Pueblo Dept of Public Health & Envr	04/10/2024	8732	8.50
CDA	Quint, Peggy	04/10/2024	8733	90.00
CDA	Schneider, Dave	04/10/2024	8734	90.00
CDA	Stermer Family Investment LLLP	04/10/2024	8735	1,518.58
CDA	Thompson, Connie	04/10/2024	8736	100.00
CDA	UNCC	04/10/2024	8737	12.90
CDA	USA Bluebook	04/10/2024	8738	281.43
CDA	Wilhelm, Randy	04/10/2024	8739	100.00
CDA	Archuleta, Chris	04/26/2024	8740	300.00
CDA	Bogle, Charles	04/26/2024	8741	100.00
CDA	BossPro Diesel LLC	04/26/2024	8742	5,176.66
CDA	Boughton's Precast, Inc.	04/26/2024	8743	145.00
CDA	Colorado Analytical Lab	04/26/2024	8744	449.00
CDA	Colorado Springs Windustrial	04/26/2024	8745	750.32
CDA	Core & Main	04/26/2024	8746	3,250.70
CDA	Lasswell, Steve	04/26/2024	8747	100.00
CDA	Lowe's Pay and Save Inc.	04/26/2024	8748	27.73
CDA	Mark Dembosky	04/26/2024	8749	100.00
CDA	ODP Business Solutions LLC	04/26/2024	8750	80.53
CDA	PVS DX Inc.	04/26/2024	8751	60.00
CDA	Seifert Enterprises	04/26/2024	8752	335.35
CDA	Southern Colorado Surveying & Mapping	04/26/2024	8753	165.00
CDA	Thompson, Connie	04/26/2024	8754	100.00
CDA	Valley Ace Hardware-Accounting	04/26/2024	8755	1,985.44
CDA	Wilhelm, Randy	04/26/2024	8756	100.00
CDA	Williams Equipment	04/26/2024	8757	773.46
CDP	Cardenas, Carlan	04/15/2024	2404151	1,476.91
CDP	Hinson, Sterling Jeshua Lee	04/15/2024	2404152	1,980.07
CDP	Koch, Steven C	04/15/2024	2404153	2,446.06
CDP	Malcolm, Jackson L	04/15/2024	2404154	2,197.43
CDP	Quint, Peggy J	04/15/2024	2404155	2,403.26
CDP	Schneider, David D	04/15/2024	2404156	3,012.21
CDPT	CRA	04/08/2024	2404159	2,323.36
CDPT	EFTPS-FW&FICA	04/08/2024	2404160	2,350.82
CDPT	EFTPS-FW&FICA	04/08/2024	2404160	549.80
CDPT	EFTPS-FW&FICA	04/08/2024	2404160	1,521.64
CDPT	CRA	04/22/2024	24043001	2,351.26
CDPT	EFTPS-FW&FICA	04/22/2024	24043002	2,407.74
CDPT	EFTPS-FW&FICA	04/22/2024	24043002	563.10
CDPT	EFTPS-FW&FICA	04/22/2024	24043002	1,608.09

Journal	Payee or Description	Date	Check Number	Check Amount
CDP	Cardenas, Carlan	04/30/2024	24043091	1,476.91
CDP	Hinson, Sterling Jeshua Lee	04/30/2024	24043092	2,124.98
CDP	Koch, Steven C	04/30/2024	24043093	2,387.79
CDP	Malcolm, Jackson L	04/30/2024	24043094	2,197.43
CDP	Quint, Peggy J	04/30/2024	24043095	2,619.79
CDP	Schneider, David D	04/30/2024	24043096	3,012.21
Grand Totals:				<u>72,686.34</u>



Date: 03/25/2024 - 04/23/2024

No. Trips: 476

Volume (Gallons): 166,850

Revenue: \$8,342.50

Revenue by Customer - Summary

Customer Name	Total Trips	Total Volume	Total Revenue
Adam McSwain	2	350	\$17.50
Adam Weaver	2	555	\$27.75
Aden Troyer	1	120	\$6.00
Allen Brunke	1	280	\$14.00
Andreas Scherer	9	3,150	\$157.50
Anthony Wheeler	4	2,160	\$108.00
Auden Aranda	6	1,715	\$85.75
Benjamin Worley	2	665	\$33.25
Brady Johnson	1	275	\$13.75
Brian Hammer	7	1,750	\$87.50
Bruce Allen Dannels	3	855	\$42.75
Bryce Roscoe	29	4,200	\$210.00
Bud Layman	3	620	\$31.00
C. D. Hibbard	3	235	\$11.75
Cecil McDonald	7	665	\$33.25
Chad Weimer	3	580	\$29.00
Chris Bryson	4	1,800	\$90.00
Chris LeCuyer	5	1,000	\$50.00
Clyde Kendzora	1	265	\$13.25
Cory Gouldner	2	1,085	\$54.25
Dan Lukschander	1	280	\$14.00
Daryl Burks	5	1,160	\$58.00
Dave Cruickshank	6	6,091	\$304.55
David Barnett	13	6,202	\$310.10
David Quade	7	1,655	\$82.75
David Salyers	2	650	\$32.50
Debra Whiteing	1	200	\$10.00
Donald Byerly	2	600	\$30.00
Doug Bayer	2	565	\$28.25
Douglas Craker	2	696	\$34.80
Duane Miller	2	858	\$42.90
Dwayne Johnson	1	195	\$9.75
Francis Graham	1	280	\$14.00
Frank Hughes	2	220	\$11.00
Galen Murray	1	200	\$10.00

Customer Name	Total Trips	Total Volume	Total Revenue
Glenn Haffly	6	1,600	\$80.00
Howard Unrein	3	985	\$49.25
Ian Schaul	3	885	\$44.25
James Patterson	2	195	\$9.75
Jason Mast	11	2,800	\$140.00
Jeannie Lighthouse	1	308	\$15.40
Jeff Jennings	2	280	\$14.00
Jeremiah Huelsman	10	2,500	\$125.00
Jeremy Baxley	7	1,955	\$97.75
Jerry Gomez	2	565	\$28.25
Jim Fox	3	580	\$29.00
Jim Luman	2	640	\$32.00
Jim Wilde	12	1,683	\$84.15
Jimmy Whitehead	4	1,050	\$52.50
Joe Swanson	3	375	\$18.75
John Sears	1	300	\$15.00
Johnnie Gates	6	2,405	\$120.25
Jon Oldfield	9	2,700	\$135.00
Jonathan Sargent	1	250	\$12.50
Joseph Delo	4	1,120	\$56.00
Joseph Hammas	1	250	\$12.50
Kagan and Son LLC	1	390	\$19.50
Kay Booth	2	420	\$21.00
Kelly Newman	1	265	\$13.25
Kristi Rodeback	1	280	\$14.00
Larea Oldaker	2	400	\$20.00
Larry Barnes	7	852	\$42.60
Lisa Monday	11	3,288	\$164.40
Lisa Trujillo	10	3,900	\$195.00
Lorena Brown	6	1,780	\$89.00
Luke Hauf	2	440	\$22.00
Margaret Stipanovic-Taylor	4	1,100	\$55.00
Mark Downey	3	1,250	\$62.50
Mark Inness	3	3,800	\$190.00
Mark Medina	3	1,035	\$51.75
Martin MacNeilage	2	390	\$19.50
Matthew Berry	3	414	\$20.70
Maynard Mast	14	3,774	\$188.70
Michael Anthony	11	3,200	\$160.00

Customer Name	Total Trips	Total Volume	Total Revenue
Michael Bowman	2	605	\$30.25
Mike Dennis	1	85	\$4.25
Mike Foulk	2	360	\$18.00
Mike Heuss	4	1,175	\$58.75
Pat Hines	8	1,540	\$77.00
Paul Cruzen	2	320	\$16.00
Peter Tunnell	1	200	\$10.00
Phil Dunkel	2	390	\$19.50
Phillip Desmond	10	2,885	\$144.25
Richard Daniels	2	850	\$42.50
Rob & Reba Ziarnick	1	480	\$24.00
Robert Covey	1	200	\$10.00
Robert Riffle	4	788	\$39.40
Rory Cooke	2	840	\$42.00
Round Mountain	11	2,562	\$128.10
Seifert Enterprises	1	1,000	\$50.00
Serena Rocksund	2	560	\$28.00
Shane O'Neil	6	260	\$13.00
Shannon McLanis	2	580	\$29.00
Shawn Gaide	2	800	\$40.00
Shawn Shannon	5	2,540	\$127.00
Stephen Michael	13	3,125	\$156.25
Steve Peterman	5	562	\$28.10
Steve Piburn	1	825	\$41.25
Steve Shugart	8	2,650	\$132.50
Sue Roberson	1	870	\$43.50
Susan Van Matre	3	900	\$45.00
Taylor McVitty	2	360	\$18.00
Town of Westcliffe	5	5,000	\$250.00
Trish Rodeback	1	285	\$14.25
Valerie Jennings	7	1,865	\$93.25
Westcliffe Meats	30	35,975	\$1,798.75
Yoanny Santos Martin	4	2,262	\$113.10
Zared Vaclavicek	3	570	\$28.50

2024 DELINQUENT ACCOUNT ACTIVITY

	30 DAYS		60 DAYS	90 DAYS
JANUARY	\$ 9,828.88		\$ 930.59	\$ 538.76
FEBRUARY	\$ 6,547.57		\$ 844.21	\$ 630.58
MARCH	\$ 6,462.93		\$ 799.21	\$ 579.14
APRIL	\$ 5,753.70		\$ 1,002.35	\$ 661.30
MAY				
JUNE				
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				

DIFFICULT DELINQUENT ACCOUNTS			NOTES
NAME	ACCT #	BALANCE	
Clayton Wynne	85002	\$ 142.52	Charged Off Account
Barbara Madden	21202	\$ 337.50	Barbara is habitually late in paying her account and has had services disconnected multiple times. Last payment was Jan 23rd.
Aimee Carnes	808002	\$ 387.52	Charged Off Account
Judith Hicks	39501	\$ 2,149.80	Has never made a payment on her account since it opened in 2022. Her water is shut off and she cannot be located.
Zachary Kay	802020	\$ 281.61	Last payment was made 7/3/2019. His account has been shut-off for several months. \$240.00 of this balance is late fees. \$41.61 is his original balance owed.
Jody Miller	811600	\$ 318.76	Charged Off Account
Elevation Meat	50800	\$ 388.30	\$174.50 of this balance is delinquent. This account is habitually late in paying their account balance.
Vanessa Cruz	42001	\$ 307.10	Vanessa has taken over the Courtyard Inn from John Johnston. She is habitually late and refuses to pay her full bill. She will only pay the delinquent amount due which makes her paying 2 months in arrears at all times.
Vanessa Cruz	42101	\$ 416.00	
Michael Barwick (Chappy's)	26502	\$ 378.60	Michael is habitually late in paying his account and has been on the shutoff list frequently.
Ruth Mitchell	44400	\$ 187.50	Ruth was current while there was LIWAP funds on her account but as soon as those funds were depleted, she has stopped paying her bill again.

Peggy Quint

From: Dave Schneider
Sent: Thursday, May 9, 2024 12:03 PM
To: Charles Bogle; Steve Lasswell; Connie Thompson; Mark Dembosky; Peggy Quint
Subject: Grumpy bulk water user
Attachments: Jerry gomez complaint.pdf

I have attached email correspondence, the complaint letter to the board, his invoice, and our legal terms of agreement for bulk water use. He has used the bulk water system for several years and made the mistake of not taking the top cap off his tank before filling and is blaming us for his tank bursting. He has been pretty irrational in his responses, so you are in for a treat. Contrary to his assumption on page two of his complaint letter to the Board, we did no repairs to the display screen that he claims became clear for two weeks after his first complaint.

Please review the attached documents and contact me separately if you have any questions or need clarification. Let me know if you want this to be on the agenda for the next Board meeting. Thanks!

Peggy, please print off a hard copy for Randy. Thanks!

David Schneider, CWP
District Manager
Round Mountain Water and Sanitation District

Fwd: My Tote Exploded

Peggy Quint <peggy.quint@rmwsd.com>

Sat 3/2/2024 4:23 PM

To: Dave Schneider <dschneider@rmwsd.com>; Steven Koch <skoch@rmwsd.com>; Sterling Hinson <shinson@rmwsd.com>; Jackson Malcolm <jmalcolm@rmwsd.com>

 1 attachments (4 MB)

IMG_20240302_110242_917.jpg;

Sent via the Samsung Galaxy S22+ 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

From: Jerry Gomez <jerryg.seven@gmail.com>

Sent: Saturday, March 2, 2024 1:39:01 PM

To: Peggy Quint <peggy.quint@rmwsd.com>

Subject: My Tote Exploded

Today, the water meter would not turn off and it destroyed my 275-gallon water tank for hauling. It ripped a 3-foot tear in the side of my water tank (see pic). With no other way to haul water, I'll have to pay another \$150 to buy another tank. Obviously, I am not new to this and have been doing fine until today.

The meter is difficult to read and to make sense of it, which didn't seem to work, anyway. The sun blackened out the bottom of the screen so you can't see or read the options. It used to be I could enter the number of gallons, but for the last six months, I couldn't figure out a way to enter the number of gallons, no matter what I tried. I don't have the meter instructions memorized as I don't use it but once every 6 weeks. Besides, the instructions seem to have changed without notice and now I am confused.

It gives me the option of 'Auto or Manual' shut off, but I have no idea what it means as there are no manual control valves. Auto if I could enter the gallons, Auto would be good; otherwise, I don't know what that means. If manual mean to press a button to pause or turn it off, it didn't work. When it was close to filled, I tried to pause it, but when it didn't pause then I tried to turn it off., but that didn't work either. I was hitting every button over and over for 30 seconds with no results. The water kept flowing to the point it budged out bending the frame before it burst, spilling about 350 gallons.

We need proven, clear, and *concise* instructions explaining all the options. This can be printed and attached to the meter, but having a copy in my possession would be best. If there is a way to compensate me for the new take, that would be great.

Let me know what you find.

Bulk water issues

Dave Schneider <dschneider@rmwsd.com>

Mon 3/4/2024 4:30 PM

To: jerryg.seven@gmail.com <jerryg.seven@gmail.com>

Cc: Peggy Quint <peggy.quint@rmwsd.com>

Jerry,

We have researched your concerns brought up to us in your email dated 3/2/2024.

Concerning water tank damage: We have seen this happen a handful of times and in all previous cases, it was caused by insufficient tank venting, usually from not removing the top cap of the tank before filling. We have never observed tank damage from overflow coming over the top of the tank.

Concerning the function of the system controls, we ran the bulk water system this morning through several fill cycles including several stop/start cycles with no malfunctions. We have scores of people use the system each week and have not had any other complaints.

Concerning your confusion in system operations, no operational changes have taken place since May of 2022. You have used the bulk water dispenser 16 times since May of 2022 without issues and you now are confused as to how to use it? Likely, you kept cycling the system back on as you were repeatedly pushing buttons.

The following "concise" instructions may prove helpful to keep in your possession:

Step 1: Press the **green** button when ready.

Step 2: Enter **access number**

Step 3: Enter **pin number**

Step 4: Select auto or manual. Press **green** to keep in **Auto**

Step 5: Enter **number** of gallons desired, then press **enter**.

Step 6: Confirmation if you are ready. If so, press **enter**.

- Water flow will shut off when the number of gallons is reached.
- If water discharge needs to be stopped, **press far right button to pause** and again to cancel.
- To resume, press the **enter (middle button)**.

Step 7: After water has dispensed, request receipt if desired. Take receipt from side of unit.

David Schneider, CWP

District Manager

Round Mountain Water and Sanitation District

Re: Bulk water issues

Jerry Gomez <jerryg.seven@gmail.com>

Mon 3/4/2024 7:08 PM

To: Dave Schneider <dschneider@rmwsd.com>

Commissioners: I am sending this copy of an exchange of emails between me and Dave Schneider. It appears he has chosen to exacerbate a problem by spending his time and energy arguing the matter, rather than solving it. Frankly, he has chosen a negative attitude to a simple problem, and I may need your help.

Schneider, I am simply inquiring as to **Why the water meter did not shut off??** Right off, you have a very bad contentious attitude about this issue. If I recall correctly, you're mal-content and addicted to conflict: you like to argue and bitch about every little thing. Agruementinly, you, yourself said you haven't made any changes since 22. Yet you never told us about those changes, yet, you expect us to read your mind. WHAT CHANGES????

You'll use whatever I say against me! Blame Blame Blame. You have no interest whatsoever in solving the problem. I told you, in my letter, I don't use that meter so much so I remembered the sequence so that I can do it blindly. I depend on the screen to guide me. Nor would I want to remember something that is defective, unreliable, or changed without the consumer being notified. The meter screen is blacked out due to sun damage and you can't read it. Sharing anything else with you toward solving this problem would leave me waiting for you to find a way to use it against me. So blaming me for not remembering the sequence when I can not even see the screen due to it being blackened out is what everyone else would call argumentiive! So here I am wasting my time expaining and defending myself instead of working toward a solution (and a very weak offense at that.) And again, you avoid the main issue: T

You are a problem-maker, not a solver. I do not want to be pulled into your dark world. Someone else needs to be in charge of this! Since you don't seem to want to resolve this intelligently, I will be keeping the commissioner up to date with the issue.

On Mon, Mar 4, 2024 at 2:30PM Dave Schneider <dschneider@rmwsd.com> wrote:

Jerry,

We have researched your concerns brought up to us in your email dated 3/2/2024.

Concerning water tank damage: We have seen this happen a handful of times and in all previous cases, it was caused by insufficient tank venting, usually from not removing the top cap of the tank before filling. We have never observed tank damage from overflow coming over the top of the tank.

Concerning the function of the system controls, we ran the bulk water system this morning through several fill cycles including several stop/start cycles with no malfunctions. We have scores of people use the system each week and have not had any other complaints.

Concerning your confusion in system operations, no operational changes have taken place since May of 2022. You have used the bulk water dispenser 16 times since May of 2022 without issues and you now are confused as to how to use it? Likely, you kept cycling the system back on as you were repeatedly pushing buttons.

The following "concise" instructions may prove helpful to keep in your possession:

Step 1: Press the **green** button when ready.

Re: Bulk water issues

Dave Schneider <dschneider@rmwsd.com>

Wed 3/13/2024 6:39 PM

To: Jerry Gomez <jerryg.seven@gmail.com>

Cc: Peggy Quint <peggy.quint@rmwsd.com>

Mr. Gomez,

We have researched the cost of replacing or upgrading the display. Unfortunately, the display module is no longer available and the company we purchased the system from is requiring us to replace the entire discharge control system and related software programs at an estimated cost of \$7- \$8000. We do not have the money in this year's budget to address that expense. We will assess the possibility of upgrading the system in next year's budget.

Please realize that the Round Mountain Water and Sanitation District was formed in 1969 to provide water and sanitation services to residents living within the District's boundaries. The District boundary primarily includes the boundaries of the towns of Westcliffe and Silver Cliff.

The District has no state or federal legal mandate to provide water or wastewater services to anyone living outside of the District, including the provision of bulk water service to residents living outside of the District. Currently, the District has sufficient water rights and resources to provide bulk water services to outside customers, but the District will only continue to provide that service as long as it remains operationally and financially feasible. RMWSD is governed by a board of directors and is not governed by the Custer County commissioners.

The use of the District's bulk water service is a privilege and not a right. The District does not force anyone to become a customer and they have the ability to close their account at any time if they are not satisfied with the service. The District also has the ability to suspend a customer's account at any time if deemed necessary. There are bulk water services available in both Florence and Canon City that may offer better service and prices.

I am not sure why my response to your email elicited such an inflammatory reaction. I had no intent to insult but was only addressing concerns stemming from your email. I am willing to address concerns in a mature manner but will not tolerate incendiary responses. Continued inflammatory responses will lead to the permanent suspension of your account.

The District will credit your account \$18.15 for the 363 gallons lost on 3/2/24.

David Schneider, CWP
District Manager
Round Mountain Water and Sanitation District

From: Jerry Gomez <jerryg.seven@gmail.com>

Sent: Thursday, March 7, 2024 9:35 AM

To: Dave Schneider <dschneider@rmwsd.com>

Subject: Re: Bulk water issues

After elaborating on the tank explosion in an email to Peggy, she said all correspondence should go through you.

May 7th, 2024

Written Notice of Claim.

To whom This May Concern

BOARD OF DIRECTORS - ROUND MOUNTAIN WATER SANITATION DISTRICT
59000 Hwy 69 North / PO Box 86
Westcliffe, CO 81252-0086

Jerry Gomez
136 Grouse Cir
Westcliffe, CO 81252
719-820-0878
JerryG.Seven@Gmail.com

RE: Invoice - Property damage due to neglected maintenance by Dave Schneider, District Manager Round Mountain Water and Sanitary District. This is my third and last attempt to address this matter. Unable to communicate and resolve my problem with Dave Schneider, I present it to you for a resolution. I want to go on record describing the problem from my point of view of what transpired concerning the damage to my property. I am looking for a fair and quick solution to this problem unless I am given no other choice. I want to address the potential solutions to the problem and avoid the legal ones involving attorneys, if possible. This letter also serves as my version of what happened, as a supplement to compare to the version Dave would have you believe.

The Issue: When building my house, I had to put off affording a water well and hauled my water. In the first week of March 2024, I was filling my 275 gallon water tank for household use at Round Mountain Water. When it was halfway filled, I noticed the air-vented cap was still on the tank, and I decided to turn off the water before it filled the tank so it wouldn't overflow or cause any damage to the tank. When the water level was about 3 inches (about 15 gallons) from the top, I tried to locate the button to turn off the water, but I could not see thru the blackened bottom half of the meter's screen. The meter's photosensitive screen had been blackened opaque by exposure to direct sunlight. No one could have seen through the screen to read the menu. My tank over filled, bursting, and ruining my IBC water tank. I hit all the buttons on the keypad until the water shut off. Over three hundred gallons spilled. A safety manual shutoff valve is needed here should a similar error happen after hours. Gardner has their meter behind a metal door. Florence has their meter away from the sun. The shade from a partition would solve the problem, but solutions were not welcomed.

Six months earlier, I incorrectly presumed RMWSD had removed the option to select the number of gallons that our tanks hold. They often make changes without telling us. Entering the *number of gallons* seemed to be most practical, but I didn't want to complain, only to end up in an argument. I was unfamiliar with turning off the water manually (via the meter); I only used it a few times. Because maintaining a readable screen was ignored over the six months, the bottom of the meter's screen had become completely blackened and illegible. RMWSD did not eliminate the option to select the number of gallons as I thought; worse, they let meter's screen become so blackened; it prevented me from seeing the number of gallons option.

I understand that RMWSD is required to serve only those within its district. But Why was the meter set up in the first place?? County residents are the ones who use it – and, primarily, it was set up for them! And now you are saying you can take it away whenever you want? In terms of legality, that could cause a lot of problems. You need to get your priorities straight! Is it for everyone or not? You all come off as threatening when you constantly remind customers that you are not obligated to serve non-district residents. That, in itself, reveals a contentious attitude toward us. So far, you certainly have not impressed me as friendly. On the other hand, I think you should receive a subsidy from the county, since county residents are your primary consumer base.

Like any retail business that I receive services from, I paid Round Mountain Water & Sanitation District hundreds of dollars for receiving bulk water. That makes RMWSD liable for damages caused by neglect in providing adequate service and maintenance for money received. For months at a time, there was no protection or replacement of the photo-sensitive menu screen on the water meter when it became illegible. However, Dave was quick to replace the blackened screen within a day of receiving my complaint. It appeared Dave did this to remove the evidence that he neglected his duties and to avoid liability for my water tank's damage. Within a week, the bottom of that screen began to turn dark and obscure the shut off button as direct sunlight continued to fall onto the screen. More research should have been employed before purchasing this particular meter. Could this recurring blackening be a contributing factor for past customers' tanks exploding?

When I wrote to RMWSD about the unreadable meter screen, I asked that the screen be replaced, and inform Dave of the destruction of my water tank, which cost me \$350 to replace. At the time, I proposed to Dave to receive part of the payment as a water credit, but the remaining amount would have to be in cash. That \$350 I initially spent on replacing the tank consumed half of my monthly social security income. While I have a limited income, the amount of money in question is not my primary motive for pursuing this claim. When a government official is hostile, deceptive and maliciously violates my or anyone's human rights, I'll become adamant about exposing and correcting it. Otherwise, I am just a sleeping dog and would prefer to be left alone.

Living up to Round Mountain's reputation in treating customers as the enemy, Dave was quick to initiate offensive and false accusations by blaming me for the meter's failure before he had the facts. He irrationally implied, I should have not only memorized the multiple options and digits on the screen but also the sequence in which they need to be entered... so I can operate the meter blindfolded when Dave neglects to change the sun-burned screen? Huh? I mocked him with the same irrational accusations and tone in which he attacked me. I did this to get him to see how ridiculous his approach to the problem is and told him so. I suggested we do away with the personal insults. Failing to realize how offensive he is with others, Dave wondered why I was so offensive to him. He acts like a clueless, antisocial child of 7-years-old who ruthlessly attacks others, but when they retaliate, he plays the innocent victim. Twice, Dave Schneider has neglected to acknowledge my property damage and is incapable of resolving this professionally. Instead, he implied RMWSD can and will terminate my account and deprive me of essential water any time it wishes – like when RMWSD causes property damage. Dave already had me thinking of the need for a lawsuit due to his inability to communicate or resolve issues intelligently. However, when Dave maliciously made that threat to cut off my only water source because I complained about his

neglect to provide adequate service, I realized how skewed and immoral his thinking is. I may need an attorney to represent me in this matter.

You see, Dave is incapable of acting socially, professionally or with diplomacy. As a malcontent personality, this is how Dave consciously maintains and escalates problems, setting issues afire, rather than trying to solve the problem. *It was a highly crude experience for me to abandon intelligence and stoop to a such a childish argument with Dave in order to be heard.* He will cost the city a lawsuit or two if you let him remain the spokesperson in charge of customer satisfaction. With a chip on his shoulder, he is not just un-social, worse; Dave is anti-social. You need to get him to stop *initiating* such hostile behavior toward customers trying to resolve matters. Firing him would be an acceptable and effective solution. But replacing him may not be.

Closing my account and cutting off my only water source is a bit medieval as a punitive response to my appealing for compensation for property damage, isn't it? Especially as you continue to provide water for farmers to water their cattle and remote trees. I have documentation showing Dave initiated the hostilities, evidence suggesting RMWSD's responsibility for the damage. It will also show Dave's malicious intent to intimidate me into withdrawing my complaint. This has got to be a civil right violation of some sort. Either way, Colorado Law (C.R.S. § 24-10-109) states a government department is responsible when they're the cause of property damage. Threatening to deprive me of vital household water is a cruel, unusual, and, of all, an unwarranted punishment. This is no different than a city employee who is responsible for wrecking into my car. It is the city's responsibility to compensate the victim.

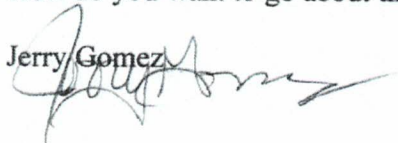
If you wish to see and confirm what was stated in the emails between Dave and I, or see pictures of the tank or any other documents (i.e., income, tank etc.) I will provide them upon request. Water receipts could be a problem since there is no available record of water receipts.

Initially, I tried to compromise and proposed a minimal monetary compensation for the damages of \$350, but it was ignored twice. That initial offer is no longer available. My basic expenses have increased to \$583.75 (see enclosed invoice). However, I have enclosed a comparative invoice for my actual total time and monetary investment of \$1188.75 for replacing the tank and accessories, my time and labor (researching law, writing letters, driving, etc.), gas and travel expenses to drive around the state looking for a food grade and (RMWSD) compatible type of water tank.

At this time, if you wish to resolve this problem, I ask that you pay me \$583.75 for the water tank replacement, related expenses and I will agree in writing not to pursue this matter any further. Also, provide me a letter or statement of intent not to terminate my account with Round Mountain Water District without just cause, and that RMWSD continue to provide me with access to water. On the other hand, an attorney may wish to for-go the letter of retraction instead, pursue the case for damages and malicious intent and violation of my civil and vital rights to access water. Please, communicate your intent in a timely manner. If not, I will assume I should go ahead with the lawsuit.

How do you want to go about this? Do you want to do it the hard, costly way, or end it ASAP?

Jerry Gomez



FYI: When RMWSD doubled the price of water per gallon, everything went downhill. Twice, I got final notices of overdue balances and was fined for half the balance owed, while I never received an initial invoice in the first place. I couldn't get access to my internet account to pay my bill for several months. I finally went to the office and paid in advance for upcoming bills. Their operations are slowly coming together. When I try to access the RMWSD site, I get a warning saying this site is corrupt as it will not provide a certificate. For 4 to 6 months, I have not been able to access RMWSD when I try to access any of its pages. Whatever is going on, it is defeating RMWSD having a website. Knowing RMWSD was having these and other difficulties, I compromised on my initial offer. That gesture was not acknowledged, much less was it appreciated or accepted.

AGREEMENT FOR SALE OF BULK WATER

This Agreement for the Sale of Bulk Water (the "Agreement") is made and entered into **this ___ day of _____ 2024**, by and between the Round Mountain Water and Sanitation District, a Colorado special district and political subdivision of the State of Colorado with an address of PO Box 86 - 59000 Highway 69N Westcliffe, CO 81252 (the "District"), and _____, with an address of _____ (the "Purchaser") (individually, a "Party" and collectively the "Parties").

WHEREAS, the District owns and operates a water supply and distribution system with a bulk water delivery facility located at 7th and Rosita, Westcliffe, CO 81252 (the "Bulk Water Station"); and

WHEREAS, the Purchaser desires to receive and pay for bulk water and the District desires to deliver and sell bulk water in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. POINT OF DELIVERY

The Purchaser shall accept delivery of water from the District at the Bulk Water Station.

II. WATER DELIVERY

A. Quality. Water furnished at the Delivery Point shall meet quality standards of State, Federal, and other regulatory agencies applicable to the District's system. The District shall not be responsible for water quality beyond the Bulk Water Station. Ownership of the water shall be deemed to transfer to the Purchaser upon receipt by the Purchaser.

B. Quantity. The quantity of water deemed delivered shall be as measured at the Bulk Water Station. The quantity of water provided to the Purchaser at the Bulk Water Station may be limited at any time by the District.

C. Availability. The District's obligation to deliver water pursuant to the terms of this Agreement shall be subject to availability, which the District may determine in its sole and absolute discretion. The Purchaser acknowledges that the District's primary obligation is to deliver water to District customers permanently connected via dedicated taps to the District's water system. Demands from permanent customers, system maintenance, priority of water rights, changes to existing laws and enforcement of existing laws, stream flows, water shortages, emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire, and the use of water to fight fires, earthquake, other catastrophe or other circumstances may impact water availability.

D. Transport. The Purchaser shall ensure the trucks used by the Purchaser to transport the water are in good working order, carry insurance as set forth for automobiles in Section VI of this Agreement, and all drivers possess all required licenses and certifications. All local ordinances must be complied with including but not limited to noise and hours of operation. The Purchaser may delegate/contract hauling of the water to others as long as they comply with Section VI (INSURANCE) of this Agreement.

III. RATES AND PAYMENT PROCEDURES

A. Payments. Fees, rates, and other charges for the delivery of water from the District's Bulk Water Station shall be determined by the District's Board of Directors by resolution from time-to-time.

IV. TERM AND TERMINATION

This Agreement shall commence on the date first set forth above, and shall continue in force until terminated. This Agreement may be terminated by either Party at will upon the delivery of written notice to the other Party. Termination shall not excuse any payment obligations of the Purchaser outstanding as of the date of termination.

V. DISCLAIMER, WAIVER OF RIGHTS, AND INDEMNIFICATION

A. Waiver of Claims. The Purchaser acknowledges that the District, in the District's sole discretion, may determine that it is no longer in the District's best interest to delivery water to the Purchaser. The Purchaser hereby disclaims and waives all rights it may have now or in the future against the District for the District's decision to suspend, reduce, limit, or terminate the delivery of water to the Purchaser, regardless of the District's reason for such decision.

B. Indemnification and Hold Harmless. The Purchaser agrees to indemnify and hold harmless the District and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, mistake, negligence, or other fault of the Purchaser, any subcontractor of the Purchaser, or any officer, employee, representative, or agent of the Purchaser, or which arise out of a worker's compensation claim of any employee of the Purchaser or of any employee of any subcontractor of the Purchaser.

VI. INSURANCE

A. The Purchaser agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Purchaser pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each accident, One Million Dollars (\$1,000,000) disease – policy limit, and One Million Dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision and shall be endorsed to include the District and the District's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Commercial Automobile Liability Insurance with combined single limits for bodily injury and property Damage of Two Million Dollars (\$ 2,000,000) for each occurrence.

B. At request of the District, the Purchaser shall provide to the District a certificate of insurance, completed by the Purchaser's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the District. The District reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

VII. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, any legal action concerning the provisions hereof shall be brought in Custer County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The District, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers or employees.

J. Rights and Remedies. The rights and remedies of the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Any financial obligations of the District not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the District hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

ROUND MOUNTAIN WATER AND SANITATION DISTRICT, COLORADO

Peggy J Quint, Assistant District Manager

PURCHASER

By: _____