

Norwood Sanitation District  
March 14th, 2024 - Regular Meeting  
Norwood Town Hall 6:30 P.M.

**Call to Order:**

Bernice White called the regular meeting of the Norwood Sanitation District to order at 6:31pm.

**Present: Chairman** – Bernice White, Tom Kyle and Mike Grafmyer

**Staff:** Deana Sheriff, Randy Harris and Shawntel Darby

**Absent: Vice Chairman** –Brad Campbell, Kerry Welch

**Additions:** Megan Eno

**Consent Agenda:**

The directors were presented with the February 14<sup>th</sup>, 2023 minutes as well as the March 2024 Bills and Accounts for their consideration. **Motion** was made by Mike Grafmyer to approve the March 2024 Bills and Accounts with additions. Tom Kyle seconded the **motion. Motion** Carried Unanimously.

**New Business:**

**Old Business:**

*a) Forest Service Discussion Regarding Pump Station*

Megan Eno states the owner is still good with everything. She would like to build a contingency plan with the dollar amount. They are closing for purchase in 2025 by the Forest Service. Randy Harris is still waiting on when to inspect as Jimmy Poole has not contacted him for that and it may need to be pumped again. Megan will ask the owner if \$15,000.00 is still ok.

**Operation/Administrative Reports:**

Randy Harris states that they had a sewer line plugged from Aspen Street to Lincoln Street from wipes, primarily. It has now been jetted. Per NSD Board Direction, we should send a letter to the customers when we clearly know the wipes are coming from them. The wipes issue has quadrupled. The NSD Board suggested we put a notice in the newspaper. If this problem continues, we may need to raise the rates. They performed preventative maintenance on motors, etc. They had to redo the chlorine feed system as it is past its life. The transfer station at Pioneer Village had a power converter that shorted out and burned. It will be costly to replace at around \$15,000.00 but it is a necessity and hopefully happening next week.

Deana Sheriff states that the Town of Norwood has hired David Reed as their new attorney, and he is working on the Intergovernmental Agreement. We are taking a look at wages for the Norwood Sanitation District which she is hoping to have by the next meeting. She will get it to the NSD Board for review.

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**Adjourn:**

**Motion** was made by Mike Grafmyer to adjourn the meeting at 6:47pm. Tom Kyle seconded the **motion. Motion** Carried Unanimously.

**APPROVED:** \_\_\_\_\_

**APPROVED AS CORRECTED:** \_\_\_\_\_

**DATE:** \_\_\_\_ / \_\_\_\_ /2024

Norwood Water Commission  
Norwood Sanitation District  
Tuesday April 2nd, 2024- Joint Special Meeting  
Norwood Community Center 6:30 P.M.

**Call to Order Joint Special Meeting:**

**NWC** - Tony Daranyi called the joint special meeting of the Norwood Water Commission to order at 6:30P.M. The Norwood Water Commission of San Miguel County, State of Colorado, met in joint special session at the Norwood Community Center, 1670 Naturita Street, Norwood, Colorado. Those being present were as follows:

**Present:**        **Chairman** – Tony Daranyi, **Vice Chairman** – Finn Kjome, Brad Campbell, Mike Grafmyer, and Ray Cossey

**NSD** - Bernice White called the joint special meeting of the Norwood Sanitation District to order at 6:31pm.

**Present:** **Chairman** – Bernice White, **Vice Chairman** –Brad Campbell, Kerry Welch, Tom Kyle and Mike Grafmyer

**Staff:**     Deana Sheriff, Randy Harris and Shawntel Darby

**Absent:**

**Others:**

**Via Zoom** – NWC Board Member - Richard Nelson

**Joint Executive Session:**

**NWC** – Finn Kjome made a **motion** to go into executive session at this time for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiation; and instruction to negotiators under C.R.S. Section 24-6-402(4)e) and for Personnel Discussion under C.R.S. 24-6-402(4)(f). Mike Grafmyer seconded the **motion**. **All** voted **yes**.

***Motion passed.***

**NSD** – Brad Campbell made a **motion** to go into executive session at this time for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiation; and instruction to negotiators under C.R.S. Section 24-6-402(4)e) and for Personnel Discussion under C.R.S. 24-6-402(4)(f). Kerry Welch seconded the **motion**. **All** voted **yes**. ***Motion passed.***

**Board Business:**

**NWC** – Tony Daranyi states that the time is now 7:30pm and the executive session has been concluded. For the record if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into executive session

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Norwood Community Center 6:30 P.M.

occurred during the session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

There were no concerns stated.

**NSD** – Bernice White states that the time is now 7:31pm and the executive session has been concluded. For the record if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into executive session occurred during the session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record.

There were no concerns stated.

#### **a) Intergovernmental Agreement and Future Plans**

**NWC** – Mike Grafmyer made a **motion** to vote no on the proposed draft of the IGA as it does not represent the best interest of the Norwood Water Commission. Richard Nelson seconded the **motion**. All voted **yes** to **vote no**. **Motion passed**.

**NSD** – Kerry Welch made a **motion** to vote no on the proposed draft of the IGA as it does not represent the best interest of the Norwood Sanitation District. Brad Campbell seconded the **motion**. All voted **yes** to **vote no**. **Motion passed**.

#### **b) Town Manager Salary**

**NWC** – Ray Cossey made a **motion** to receive and review a draft of a Letter of Agreement that includes the percentages all on one document for the Town Manager’s salary. Finn Kjome seconded the **motion**. All voted **yes**. **Motion passed**.

**NSD** – Brad Campbell made a **motion** to receive and review a draft of a Letter of Agreement that includes the percentages all on one document for the Town Manager’s salary. Tom Kyle seconded the **motion**. All voted **yes**. **Motion passed**.

#### **Adjourn:**

**NWC** – **Motion** was made by Mike Grafmyer to adjourn the meeting at 7:39pm. Brad Campbell seconded the **motion**. All voted **yes**. **Motion passed**.

**NSD** – **Motion** was made by Brad Campbell to adjourn the meeting at 7:39pm. Mike Grafmyer seconded the **motion**. All voted **yes**. **Motion passed**.

**Approved:**

**Approved As Corrected:**

**Date:**

NORWOOD SANITATION DISTRICT				
ACCOUNTS PAYABLE				
Mar-24				

PD	1147	1040110	Brad Campbell	Director	\$ 10.00
PD	1142	1040110	Mike Grafmyer	Director	\$ 10.00
PD	1097	1040110	Kerry Welch	Director	\$ 10.00
PD	1144	1040110	Tom Kyle	Director	\$ 10.00
PD	1103	1040110	Bernice White	Director	\$ 10.00
PD	22	1040290	AT&T	Monthly Service	\$ 88.41
PD	990	1040630	City of Grand Junction	Nutrients Lab Tests	\$ 117.90
PD	1192	1040520	CEBT	Employee Health Insurance	\$ 1,136.99
PD	123	1040660	Coach's Mother	Freight	\$ 108.26
PD	1183	1040310	Codeworx	System Upgrades/Support	\$ 105.41
PD	1213	1040620	IONOS	Email Services	\$ 25.45
PD	350	1040240	Quill	Office Supplies	\$ 4.00
PD	400	1040255	Sam's Service	Fuel	\$ 360.24
PD	430	1040270	San Miquel Power	Aerator	\$ 2,003.44
PD	430	1040270	San Miquel Power	Pioneer Village Pump	\$ 98.29
PD	1290	1040640	Streamline	Website Migration Service	\$ 500.00
PD	485	1040310	Southwestern Systems	Jet Clean Aspen Street to Lincoln Street	\$ 1,701.00
PD	1015	1040250	Timberline Ace Hardware	Hardware Supplies	\$ 60.85
PD	510	1040125	Town of Norwood	Salary Reimbursement	\$ 8,791.30
PD	510	1040125	Town of Norwood	FICA Reimbursement	\$ 672.53
PD	510	1040240	Town of Norwood - Reimbursement	Amazon.com - Office Supplies	\$ 85.97
PD	510	1040280	Town of Norwood	Postage Reimbursement	\$ 150.00
PD	508	1040630	Town of Telluride	E. Coli Samples	\$ 42.00
PD	583	1040520	United Life Insurance	Employee Life Insurance	\$ 5.19
PD	543	1040490	USA Blue Book	Latex Gloves/Service Box Wrench	\$ 392.28
PD	DEBIT		Xpress Bill Pay	Monthly Service and Support	\$ 77.25
PD	1160	1040255	West End Wash	Car Washes	\$ 6.59
TOTAL					\$ 16,583.35

NORWOOD SANITATION DISTRICT				
ACCOUNTS PAYABLE				
Apr-24				

PD	1147	1040110	Brad Campbell	Director	\$ 10.00
PD	1142	1040110	Mike Grafmyer	Director	\$ 10.00
PD	1097	1040110	Kerry Welch	Director	\$ 10.00
PD	1144	1040110	Tom Kyle	Director	\$ 10.00
PD	1103	1040110	Bernice White	Director	\$ 10.00
	22	1040290	AT&T	Monthly Service	
	990	1040630	City of Grand Junction	Nutrients Lab Tests	
PD	1192	1040520	CEBT	Employee Health Insurance	\$ 1,136.99
	123	1040660	Coach's Mother	Freight	
	1183	1040310	Codeworx	System Upgrades/Support	
PD	1012	1040640	FP Mailing Solutions	Meter Rental	\$ 74.99
	1213	1040620	IONOS	Email Services	
PD	1170	1040255	Norwood Pit Stop	22 Onyx	\$ 45.98
PD	350	1040240	Quill	Office Supplies	\$ 71.28
PD	400	1040255	Sam's Service	Fuel	\$ 282.58
	430	1040270	San Miquel Power	Aerator	
	430	1040270	San Miquel Power	Pioneer Village Pump	
PD	1290	1040640	Streamline	Annual Website Fee	\$ 1,600.00
	485	1040310	Southwestern Systems	Jet Clean Aspen Street to Lincoln Street	
PD	1015	1040250	Timberline Ace Hardware	Hardware Supplies - Town Account	\$ 51.62
PD	1015	1040250	Timberline Ace Hardware	Hardware Supplies	\$ 249.87
	510	1040125	Town of Norwood	Salary Reimbursement	
	510	1040125	Town of Norwood	FICA Reimbursement	
	510	1040240	Town of Norwood - Reimbursement	IONOS Feb/Mar Reimbursement	\$ 50.90
	510	1040240	Town of Norwood - Reimbursement	Amazon.com - Office Supplies	\$ 34.28
	510	1040280	Town of Norwood	Postage Reimbursement	\$ 284.00
	508	1040630	Town of Telluride	E. Coli Samples	
PD	583	1040520	United Life Insurance	Employee Life Insurance	\$ 5.19
PD	543	1040490	USA Blue Book	Superior CL-1 Chlorinator	\$ 2,450.00
PD	1209	1040310	VYANET Security	Video Security	\$ 73.42
	DEBIT		Xpress Bill Pay	Monthly Service and Support	
	1160	1040255	West End Wash	Car Washes	

	TOTAL	\$ 6,461.10	\$ -
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# Appendix A-1: New Account/Change in Authorized Account Signer(s)

## Customer information

Customer name: NORWOOD WATER COMMISSION Tax identification number: 84-1309729  
 New account Norwood Sanitation District  
 Change in authorized account signers

## Account information

Account name	Account number	Tax identification number
NORWOOD SANITATION DISTRICT	1-591-0100-0283	84-6010035

## Authorized account signers

### Add authorized account signer(s)

Name	Title	Email address	Specimen signature
Deana Sheriff			

### Delete authorized account signer(s)

List names only.

PATTI L GRAFMYER		

### Existing authorized account signer(s)

Provide the names and email addresses of existing authorized signer(s), other than those new authorized signers listed above. No specimen signatures are needed.

Authorized signer	Email address	Authorized signer	Email address
SHAWNTEL DARBY	<u>darby@norwoodtown.com</u>	BERNICE WHITE p	



**Appendix A-1  
New Account/Change in Authorized Account Signer(s)**

The Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the additional Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the additional Authorized Account Signer(s) and to delete any Existing Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A-1 for each Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Account Signer may execute this Appendix A-1 to add an account(s) for Customer if the Existing Authorized Signers remain the same. Otherwise, this Appendix A-1 must be executed by a Contract signer. This Appendix A 1 becomes effective only after U.S. Bank receives and has time to modify its records to reflect the changes noted herein.

Signature: \_\_\_\_\_ Email address: \_\_\_\_\_  
Print name: \_\_\_\_\_ Date: \_\_\_\_\_  
Print title: \_\_\_\_\_

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*For Internal Use Only*

Authorized signers are related to the Master Services Agreement dated: \_\_\_\_\_

Review \_\_\_\_\_ Validation method \_\_\_\_\_ TL review \_\_\_\_\_ Imaged \_\_\_\_\_





## U.S. Bank Master Services Agreement

Customer Tax Identification Number: 84-6010035

I, Enter Name, HEREBY CERTIFY that I am Enter Title of NORWOOD SANITATION DISTRICT (“Customer”), an entity organized under the laws of the State of If applicable enter State

I further certify that I have full power and lawful authority to execute this Master Services Agreement (“MSA”) on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

### **DEPOSIT ACCOUNTS:**

1. U.S. Bank National Association (“Bank”) is hereby designated as Customer’s banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer’s accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an “Account Signer”) are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

### **TREASURY MANAGEMENT SERVICES:**

5. Bank’s treasury management services (“Treasury Management Service(s)”) are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and

other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

**MONEY CENTER AND SAFEKEEPING SERVICES:**

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

**FOREIGN EXCHANGE:**

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

**FOREIGN CURRENCY ACCOUNTS:**

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or

otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

**OTHER SERVICES:**

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

**GENERAL:**

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

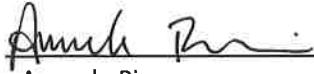
Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a

digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature:   
Print name: Amanda Pierce  
Print title: TOWN CLERK  
Email address: Pierce@norwoodtown.com  
Date: 1/31/24

Signature: \_\_\_\_\_  
Print name: Deana Sheriff  
Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Print title: \_\_\_\_\_  
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Print title: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Date: \_\_\_\_\_

For U.S. Bank internal use only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____

