

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, June 12, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(720)707-2699, Meeting ID: 873 5785 0771, Passcode: 475314

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Election of Officers**
- 4. Action: Approve June 12, 2023, NWCWD Board Meeting Agenda**
- 5. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 6. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from April 10, 2023, and May 16, 2023, Meetings**
 - b. Unaudited Financials for April and May 2023**
 - c. Invoices through June 12, 2023**
 - d. Scope of Services**
 - i. Tri-Hydro Corp. Scope of Services 36-inch Pipeline Lowering Timnath**
 - ii. Tri-Hydro Corp County Road 84 2-inch Replacement Project**
 - iii. Tri-Hydro Corp. Scope of Services Regulatory Compliance**
 - iv. Stantec Scope of Service Easement Acquisition Knox Pit**
 - v. GIS Server Update – Connecting Point (ratify)**
 - vi. Providence Infrastructure 1st Amendment NEWT 3 Professional Services**
 - vii. Ditesco Bellvue Pipeline Interconnect**
 - e. BPCCC Cross Connection Variance Requests**
 - i. Containment to Isolation Variances (31 Premises)**
 - f. Letter Agreement Town of Windsor Transfer of Four Taps**
 - g. Eaton Pipeline Phase 2 Change Order 1 Connell, Extended Warranty and Additional Pressure Testing**
 - h. Easement and Access Agreements**

- i. City of Thornton Farm 64 – Zone 1 Pipeline Project
 - ii. Houston – NEWT III (ratify)
 - iii. Citizen – NEWT III (ratify)
 - iv. Western Heritage – NEWT III (ratify)
 - v. Basiliere Easement – Woods Lake Waterline Relocation Project (Ratify)
 - vi. Bayshore Access Agreement – Longs Peak Recharge Site
- i. Grazing Lease Coalson
- 7. Discussion: North Weld County Water District 2023 Raw Water Operation Plan and Drought Determination
- 8. Action: Water and Plant Investment Reallocation – Longs Peak Dairy
- 9. Action: Consider Acceptance of Resolution of Necessity for NEWT III Alignment
- 10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to
- 11. District Manager’s Report: (enclosures)
 - a. Tap Sales
 - b. NWCWD Letter to Town of Ault, Town Not to Dedicate WSSC Share
 - c. Letter to Wild wing Development and Town of Timnath Non-Potable Operations
 - d. Larimer County 1041 Planning Commission and County Commissioners Hearings NEWT III Project
 - i. Larimer County Planning Commission Recommended Approval
 - ii. Larimer County Board of Commissioners Approved 1041 Application
 - e. City of Fort Collins 1041 Regulation Update
 - i. City of Fort Collins Approved 1041 Regulations
 - f. NWCWD and City of Greeley Harmony Interconnect Construction May 8, 2023
 - g. Stantec Analysis SCFP Expansion to 67 MGD
- 12. Other Business

ADJOURN _____ P.M.

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Monday, the 10th day of April, 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Matthew Pettinger, Assistant Secretary
Anne Hennen, Assistant Secretary
Brad Cook, Treasurer

Scott Cockroft, was absent and excused.

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; Richard Raines and Jan Sitterson, Water Resources; Loren Eldridge-Looker and Jade Gernant, Tri-Hydro Corporation.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Pettinger, seconded by Ms. Hennen, the Board unanimously approved the agenda.

**CONSENT AGENDA
MATTERS**

Mr. Reckentine presented the Board with the consent agenda items.

Upon motion of Mr. Pettinger, seconded by Ms. Hennen, the Board approved the following:

- a. - Removed
- b. Unaudited Financials for March 2023
- c. Invoices through April 10, 2023
- d. Water Supply and Storage 1 Share Lease to Mr. Donaldson, Revegetation of Myers Property
- e. Eaton Pipeline Project Phase 3 Scope of Services Tri-Hydro
- f. Eaton Pipeline Project Phase 2 Scope of Services Tri-Hydro
- g. Revised Waiver Valuations Woodlake Water Line Relocation
- h. City of Thornton Easement – Longs Peak WSSC Recharge Site
- i. NEWT III Pipeline Easement – Western Heritage Property Development LLC.
- j. Tanco Tank Repair Contract
- k. Western States Waiver Agreement with City of Thornton and NW
- l. Tap, PI and water Allocations Relocation Requests
 - i. Hauer
 - ii. Gray

Upon motion of Mr. Pettinger, seconded by Ms. Hennen, the Board approved the following, with Mr. Cook abstaining:

- a. Minutes from March 13, 2023, Regular Meeting

Smart Growth Policies

a. Consider Approval
Resolution No.
20230410-01: Resolution
Adopting a Residential
Meter Overuse Surcharge
Policy

Mr. Reckentine presented to the Board an updated Residential Meter Overuse Surcharge Policy for consideration. The Board discussed whether customers can easily identify whether they are considered residential or commercial customers, and the Board requested an amendment of the language to better clarify the types of taps the policy applies to. The Board also discussed whether the policy should take effect for the current water year, or the next water year and determined to have the policy effective starting the November 2023 water year. Upon a motion of Ms. Hennen, seconded by Mr. Pettinger, the Board approved the resolution subject to revisions discussed in the meeting.

b. Consider Approval of Notification Letter to Customers re Residential Meter Over use Surcharge Policy

The Board directed Staff to prepare a letter to customers notifying them of the policy change.

DISTRICT MANAGER REPORT

a. Tap Sales

Mr. Reckentine reported that zero taps were sold in February.

b. BPCCC Device Installation Non-Compliant Notification Letter

Mr. Reckentine reported to the Board regarding mailing of BPCCC Non-compliance letters.

c. City of Fort Collins 1041 Comments

Mr. Reckentine reported on the status of 1041 regulations in the City of Fort Collins. It is understood that as drafted, the regulations are not likely to impact NEWT III construction.

d. SCWTP Master Plan – HDR Selected Contractor

Mr. Reckentine reported on the status of the SCWTP Masterplan.

e. CORA Request from Fox Rothschild, LLP on behalf of Client

Mr. Reckentine reported that the District received a CORA request from Fox Rothschild, LLP, likely related to commercial property at The Ridge. He reported that pursuant to prior direction from the Board, staff is not reviewing new developments until the hydraulic model is completed and the masterplan is underway. The Board confirmed the direction to staff.

f. Tank 1, 5 complete and 7 to be completed mid-April.

Mr. Reckentine reported to the Board regarding the timing for completion of the tank repairs.

g. Larimer County 1041 Planning Commission and County Commissioners Hearings NEWT III

Mr. Reckentine reported to the Board regarding the upcoming hearings at Larimer County re 1041 permit for NEWT III.

h. 2022 CCR Submitted to Wholesale Accounts and Providers – No Violations

Mr. Reckentine reported to the Board regarding 2022 CCR submitted to wholesale accounts and providers.

OTHER BUSINESS

Mr. White updated the Board on the status of the election. Ballots will be returned by May 2, 2023 and counted. Following the count of the ballots, the results will be certified. Until the results are certified, only Directors Pettinger and Cockcroft will be serving on the Board. The Board agreed to postpone the May meeting until after the certification of the election results.

Mr. Stout addressed the Board regarding meeting conduct and decorum and encourage civil discourse with each other, consultants, and those attending meetings.

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: Tuesday, the 16th day of May, 2023, at 9:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Scott Cockroft, Secretary
Matthew Pettinger, Assistant Secretary
Anne Hennen, Assistant Secretary
Nels Nelson, Director

Tad Stout was absent and excused.

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; Jamie Cotter, Spencer Fane, District special counsel.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 9:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. All directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Pettinger, seconded by Ms. Hennen, the Board unanimously approved the agenda.

PUBLIC COMMENT

None.

Discussion of Order re Case No. 2022CV30072 Eagle View Farms, LLC v. North Weld County Water District and Consider Approval for Notice of Appeal

Ms. Cotter updated the Board regarding the Order Granting Plaintiff’s Motion for Summary Judgment Regarding Liability and Denying Defendant’s Motion received on May 12, 2023. She explained the current status of the litigation and discussed the upcoming trial date regarding damages. She discussed the option to appeal the Order.

EXECUTIVE SESSION

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously determined to enter into executive session for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Case No. 2022CV30072 Eagle View Farms, LLC v. North Weld County Water District.

Following the executive session, upon a motion by Mr. Pettinger, seconded by Mr. Cockroft, the Board directed Ms. Cotter to file a notice of appeal immediately and to pursue an appeal of the Order.

OTHER BUSINESS

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

Attorney Statement
Regarding Privileged Attorney-Client Communication

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that in my capacity as the attorney representing the North Weld County Water District (the “District”), I attended the Executive Session on May 16, 2023, for the sole purposes of conferencing with the District’s Board of Directors for the purpose of giving legal advice on specific legal questions and discussing negotiations with third parties as authorized by §§ 24-6-402(4)(b) and (e), C.R.S. I further attest that it is my opinion that all or a portion of the executive session discussion constituted attorney-client privileged communication as provided by § 24-6-402(4)(b), C.R.S., and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.
WHITE BEAR ANKELE TANAKA & WALDRON
General Counsel to the District

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
April 30, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,041,511.35
1015 - COLO TRUST - GENERAL		10,670,056.48
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,208,804.98
1020 - COLO TRUST - 2022 BOND		38,946,819.94
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,602,376.74
1105 - AR CONSTRUCTION METERS		45,745.28
1116 - ACCOUNTS RECEIVABLE		15,102.29
1230 - PREPAID INSURANCE		51,671.30
1300 - INVENTORY		1,930,623.30

Total Current Assets 57,778,474.91

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 240,937,130.23

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	382,195.82
2216 - CONST MTR DEPOSITS		124,124.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

April 30, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		892,249.38
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,453,488.38
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(11,653,380.35)	
	<u> </u>	
Total Capital		<u>216,483,641.85</u>
Total Liabilities & Capital	\$	<u><u>240,937,130.23</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 849,010.14	\$ 3,459,090.21	\$ 12,215,468.00	8,756,377.79	28.32
3111 - WATER ALLOC SURCHARGE	416,244.00	1,475,994.00	3,490,134.00	2,014,140.00	42.29
3112 - PLANT INVEST SURCHARGE	277,760.05	715,337.10	2,268,587.00	1,553,249.90	31.53
3113 - ADJUSTMENTS	750.65	(5,151.88)	0.00	5,151.88	0.00
3140 - CONST METER USAGE	19,874.93	43,273.52	209,100.00	165,826.48	20.70
3141 - CONSTR METER RENTAL	1,395.00	4,550.00	5,610.00	1,060.00	81.11
3142 - CONSTRUCT METER REPAIR	3,392.59	9,483.04	560.00	(8,923.04)	1,693.40
OPERATING	1,568,427.36	5,702,575.99	18,189,459.00	12,486,883.01	31.35
3210 INTEREST-COTRUST-GENERAL	202,959.64	812,349.88	130,384.00	(681,965.88)	623.04
3220 - PORT PARTONAGE AGFINITY	0.00	654.93	828.00	173.07	79.10
NON OPERATING	202,959.64	813,004.81	131,212.00	(681,792.81)	619.61
3310 - TAP (PI) FEES	40,500.00	40,500.00	3,000,000.00	2,959,500.00	1.35
3311 - DISTANCE FEES	4,200.00	4,200.00	176,653.00	172,453.00	2.38
3312 - WATER (ALLOCATION) FEE	0.00	0.00	300,000.00	300,000.00	0.00
3314 - INSTALLATION FEES	4,200.00	4,200.00	331,224.00	327,024.00	1.27
3315 - METER RELOCATION FEE	0.00	0.00	1,656.00	1,656.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	49,684.00	49,684.00	0.00
3321 - NON-POTABLE INSTALL	0.00	0.00	22,082.00	22,082.00	0.00
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	48,900.00	48,900.00	4,174,964.00	4,126,064.00	1.17
3410 - WATER RENTAL	0.00	0.00	18,207.00	18,207.00	0.00
AG WATER	0.00	0.00	18,207.00	18,207.00	0.00
3500 - MISCELLANEOUS	1,462.90	39,243.04	0.00	(39,243.04)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	300.00	1,725.00	5,520.00	3,795.00	31.25
3530 - RISE TOWER RENT	300.00	1,200.00	8,060.00	6,860.00	14.89
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	2,062.90	42,168.04	35,662.00	(6,506.04)	118.24
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(131,544.87)	(131,544.87)	(64,946.00)	66,598.87	202.54
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	131,544.87	131,544.87	74,883.00	(56,661.87)	175.67
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	1,953,894.77	6,738,193.71	22,624,387.00	15,886,193.29	29.78
OPERATING EXPENSE					
4110 - POTABLE WATER	305.17	974,537.93	3,224,486.36	2,249,948.43	30.22
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	58,055.63	490,479.81	463,615.14	(26,864.67)	105.79
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	520.00	3,695.00	14,000.00	10,305.00	26.39
WATER	(58,880.80)	(1,468,712.74)	(3,864,011.34)	(2,395,298.60)	38.01
4210 - SALARIES, FIELD	98,798.81	430,019.42	1,527,998.00	1,097,978.58	28.14
4220 - SALARIES, ENGINEERING	10,691.26	41,700.02	189,998.66	148,298.64	21.95
4240 - INSURANCE HEALTH	7,147.34	60,873.55	193,471.00	132,597.45	31.46
4250 - RETIREMENT	7,163.36	27,126.94	84,313.00	57,186.06	32.17
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	0.00	5,353.91	6,500.00	1,146.09	82.37
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	(123,800.77)	(565,073.84)	(2,014,952.66)	(1,449,878.82)	28.04
4410 - FIELD	3,277.22	14,510.45	0.00	(14,510.45)	0.00
4411 - LOCATES	0.00	2,912.82	15,501.00	12,588.18	18.79
4412 - FARM PROPERTIES	0.00	0.00	2,760.00	2,760.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,698.00	5,698.00	0.00
4414 - CONSTRUCTION METER	0.00	7,219.71	0.00	(7,219.71)	0.00
4415 - WATER LINES (REPAIRS)	18,291.46	146,037.38	50,000.00	(96,037.38)	292.07
4416 - APPURTENANCE(REPAIR)	258.12	4,851.03	0.00	(4,851.03)	0.00
4417 - METER SETTING	0.00	19,600.44	600,000.00	580,399.56	3.27
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	953.86	29,689.27	0.00	(29,689.27)	0.00
4420 - STORAGE TANKS (O & M)	131.44	11,348.44	0.00	(11,348.44)	0.00
4430 - PUMP STATIONS (O & M)	1,103.88	16,995.36	0.00	(16,995.36)	0.00
4435 - CHLORINE STATION	0.00	365.37	0.00	(365.37)	0.00
4440 - EQUIPMENT	679.23	12,053.20	205,000.00	192,946.80	5.88
4445 - SCADA EQUIPMENT	210.00	289.50	0.00	(289.50)	0.00
4450 - SHOP/YARD	5,198.74	45,572.71	0.00	(45,572.71)	0.00
4460 - VEHICLES	7,953.38	53,561.69	102,000.00	48,438.31	52.51
4470 - SAFETY	190.00	6,300.00	0.00	(6,300.00)	0.00
4480 - CONTROL VAULTS	0.00	1,173.80	29,226.00	28,052.20	4.02
4490 - MAPPING EXPENSE	4,514.25	16,614.25	39,968.00	23,353.75	41.57
OPERATION & MAINTENANCE	(42,761.58)	(407,341.32)	(1,055,153.00)	(647,811.68)	38.60
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4600 - ELECTRICITY	14,507.15	67,287.95	181,100.00	113,812.05	37.16
ELECTRICITY	(14,507.15)	(67,287.95)	(181,100.00)	(113,812.05)	37.16
4700 - COMMUNICATIONS	100.29	401.11	0.00	(401.11)	0.00
COMMUNICATIONS	(100.29)	(401.11)	0.00	401.11	0.00
4810 - GENERAL	2,943.51	11,774.04	0.00	(11,774.04)	0.00
4820 - AUTO	968.45	5,584.80	0.00	(5,584.80)	0.00
4830 - WORKER'S COMP	2,546.96	14,752.84	0.00	(14,752.84)	0.00
INSURANCE	(6,458.92)	(32,111.68)	0.00	32,111.68	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	246,509.51	2,540,928.64	7,165,217.00	4,624,288.36	35.46
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	41,395.17	163,690.93	932,658.00	768,967.07	17.55
SALARIES	41,395.17	163,690.93	932,658.00	768,967.07	17.55
5210 - FICA	11,627.06	50,359.63	130,000.00	79,640.37	38.74
5220 - UNEMPLOYMENT	0.00	1,134.35	4,968.00	3,833.65	22.83
PAYROLL TAXES	11,627.06	51,493.98	134,968.00	83,474.02	38.15
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	968.39	14,060.67	0.00	(14,060.67)	0.00
HEALTH INSURANCE	968.39	14,060.67	60,000.00	45,939.33	23.43
5400 - OFFICE UTILITIES	0.00	812.53	0.00	(812.53)	0.00
5401 - ELECTRICITY	753.76	2,452.25	10,000.00	7,547.75	24.52
5402 - PROPANE	0.00	6,094.62	7,000.00	905.38	87.07
5403 - TELEPHONE	2,032.02	8,062.91	23,000.00	14,937.09	35.06
5404 - CELL PHONE SERVICE	3,260.98	6,653.51	20,000.00	13,346.49	33.27
5405 - CELL PHONE ACCESSORIES	0.00	0.00	500.00	500.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	5,780.00	20,000.00	14,220.00	28.90
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	1,625.00	6,500.00	0.00	(6,500.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	670.35	1,149.40	0.00	(1,149.40)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,598.50	22,626.06	66,245.00	43,618.94	34.16
5443 - SOFTWARE	0.00	0.00	7,000.00	7,000.00	0.00
5444 - LICENSES (ANNUAL)	0.00	14,465.45	30,000.00	15,534.55	48.22
5445 - SENSUS METER SUPPORT	0.00	0.00	3,000.00	3,000.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OFFICE UTILITIES	15,300.61	74,732.18	191,105.00	116,372.82	39.11
5510 - OFFICE EXPENSES	9,932.60	57,629.35	175,107.00	117,477.65	32.91
5520 - POSTAGE	524.22	649.74	3,312.00	2,662.26	19.62
5530 - BANK / CREDIT CARD FEES	3,449.10	14,193.73	5,520.00	(8,673.73)	257.13
5540 - BUILDING MAINTENANCE	4,125.68	40,481.27	1,104.00	(39,377.27)	3,666.78
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	50.00	3,312.00	3,262.00	1.51
5590 - TRAINING	0.00	100.00	8,833.00	8,733.00	1.13
OFFICE EXPENSE	18,031.60	113,104.09	199,948.00	86,843.91	56.57
5610 - LEGAL	103,124.75	280,702.24	357,000.00	76,297.76	78.63
5620 - ACCOUNTING	1,900.00	27,975.00	50,000.00	22,025.00	55.95
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	0.00	12,510.00	204,000.00	191,490.00	6.13
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5680 - LAND ACQUISITION	5,647.51	47,295.82	0.00	(47,295.82)	0.00
PROFESSIONAL FEES	110,672.26	407,138.19	620,822.00	213,683.81	65.58
5900 - MISCELLANEOUS	0.00	0.00	7,729.00	7,729.00	0.00
5920 - FIRE MITIGATION GRANT	0.00	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	0.00	17,382.97	7,729.00	(9,653.97)	224.91
TOTAL ADMINISTRATIVE EXPENSE	197,995.09	841,603.01	2,147,230.00	1,305,626.99	39.19
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	274,480.00	573,150.48	1,600,000.00	1,026,849.52	35.82
STORAGE TANKS	274,480.00	573,150.48	1,600,000.00	1,026,849.52	35.82
6300 - PUMP STATIONS	36,544.00	96,868.01	0.00	(96,868.01)	0.00
PUMP STATIONS	36,544.00	96,868.01	0.00	(96,868.01)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
EQUIPMENT	0.00	144,549.44	167,700.00	23,150.56	86.20
6505 - ENGINEERING	178,075.73	551,940.00	300,000.00	(251,940.00)	183.98
6510 - WATER LINES	49,700.00	4,771,053.49	15,200,000.00	10,428,946.51	31.39

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	13,501.00	13,501.00	0.00	(13,501.00)	0.00
SYSTEM	241,276.73	5,336,494.49	16,090,000.00	10,753,505.51	33.17
6610 - WATER RESOURCE MANAGER	0.00	118,239.57	0.00	(118,239.57)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	4,312.50	16,299.12	310,000.00	293,700.88	5.26
6640 - STORAGE	31,639.05	78,715.66	0.00	(78,715.66)	0.00
WATER RIGHTS	35,951.55	7,203,254.35	9,710,000.00	2,506,745.65	74.18
6710 - EASEMENTS	0.00	244,194.05	165,000.00	(79,194.05)	148.00
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	1,324.00	8,361.50	5,000.00	(3,361.50)	167.23
LAND/EASEMENTS	1,324.00	252,555.55	360,000.00	107,444.45	70.15
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	589,576.28	13,606,872.32	28,239,700.00	14,632,827.68	48.18
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	39,375.00	39,375.00	1,590,000.00	1,550,625.00	2.48
7292 - TRANSFER TO ENTERPRISE	34,312.50	34,312.50	0.00	(34,312.50)	0.00
7295 - 2019 BOND - NORT519WERB	279,300.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	1,049,454.59	1,049,454.59	1,833,000.00	783,545.41	57.25
PRINCIPLE	1,402,442.09	1,402,442.09	5,127,288.00	3,724,845.91	27.35
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	(1,402,442.09)	(1,402,442.09)	(5,127,288.00)	(3,724,845.91)	27.35
DEPRECIATION & AMORT EXPENSES					

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FOUR MONTHS ENDING APRIL 30, 2023

	CURRENT MONTH 0.00	YTD 0.00	BUDGET 0.00	+ OR - BUDGET 0.00	% BUDGET 0.00
DEPRECIATION & AMORT EXPENSE					
TOTAL REVENUES	1,953,894.77	6,738,465.71	22,624,387.00	15,885,921.29	29.78
TOTAL EXPENSES	2,436,522.97	18,391,846.06	42,679,435.00	24,287,588.94	43.09
PROFIT/LOSS	(482,628.20)	(11,653,380.35)	(20,055,048.00)	(8,401,667.65)	58.11

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: April 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,022,503.80
Add: Cash Receipts		207,582.60
Less: Cash Disbursements		(1,361,860.07)
Add (Less) Other		1,173,285.02
Ending GL Balance		2,041,511.35
Ending Bank Balance		2,453,005.03
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jul 11, 2022	16682 (24,198.75)
	Nov 18, 2022	17106 (227.65)
	Feb 8, 2023	17343 (37,789.84)
	Mar 23, 2023	17495 (487.72)
	Mar 27, 2023	17515 (211.20)
	Mar 31, 2023	17536 (7,350.00)
	Apr 5, 2023	17541 (50.34)
	Apr 5, 2023	17545 (25.00)
	Apr 6, 2023	17556 (274,480.00)
	Apr 10, 2023	17565 (4,435.35)
	Apr 10, 2023	17567 (6,480.00)
	Apr 11, 2023	17576 (323.00)
	Apr 12, 2023	17582 (452.84)
	Apr 13, 2023	17586 (12,517.64)
	Apr 13, 2023	17588 (2,284.69)
	Apr 13, 2023	17592 (9,407.65)
	Apr 13, 2023	17595 (5,961.00)
	Apr 13, 2023	17597 (4,514.25)
	Apr 13, 2023	17602 (4,470.95)
	Apr 28, 2023	17606 (1,945.44)
	Apr 28, 2023	17607 (1,062.94)
	Apr 28, 2023	17608 (25,678.05)
Total outstanding checks		(424,354.30)
Add (Less) Other		
	Apr 27, 2023	CC0427 652.32
	Apr 28, 2023	CC0428 6,492.77
	Apr 29, 2023	CC0429 1,604.41
	Apr 30, 2023	CC0430 3,011.90
	Apr 27, 2023	CCIH0419 642.03
	Apr 28, 2023	CCIH0420 414.75
	Apr 28, 2023	MARS0419 42.44
Total other		12,860.62
Unreconciled difference		0.00
Ending GL Balance		2,041,511.35

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: April 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	12,027,484.11
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	(1,357,427.63)
Ending GL Balance	<u>10,670,056.48</u>
Ending Bank Balance	<u>10,670,056.48</u>
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>10,670,056.48</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: April 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,200,328.14
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>8,476.84</u>
Ending GL Balance	<u>2,208,804.98</u>
Ending Bank Balance	2,208,804.98
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,208,804.98</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Apr 30, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: April 30, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,797,351.60
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	149,468.34
Ending GL Balance	38,946,819.94
Ending Bank Balance	38,946,819.94
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	38,946,819.94

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
May 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,891,099.97
1015 - COLO TRUST - GENERAL		10,715,344.23
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,217,952.31
1020 - COLO TRUST - 2022 BOND		39,108,110.66
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,807,838.43
1105 - AR CONSTRUCTION METERS		42,257.90
1116 - ACCOUNTS RECEIVABLE		22,616.28
1230 - PREPAID INSURANCE		45,212.38
1300 - INVENTORY		1,928,742.11

Total Current Assets 59,044,937.52

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 242,203,592.84

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	45,329.46
2216 - CONST MTR DEPOSITS		125,224.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
May 31, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		556,483.02
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,117,722.02
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(10,051,151.38)	
	<u> </u>	
Total Capital		<u>218,085,870.82</u>
Total Liabilities & Capital		<u>\$ 242,203,592.84</u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 984,665.24	\$ 4,443,755.45	\$ 12,215,468.00	7,771,712.55	36.38
3111 - WATER ALLOC SURCHARGE	447,090.00	1,923,084.00	3,490,134.00	1,567,050.00	55.10
3112 - PLANT INVEST SURCHARGE	295,546.90	1,010,884.00	2,268,587.00	1,257,703.00	44.56
3113 - ADJUSTMENTS	(433.03)	(5,678.89)	0.00	5,678.89	0.00
3140 - CONST METER USAGE	28,774.62	72,048.14	209,100.00	137,051.86	34.46
3141 - CONSTR METER RENTAL	1,500.00	6,050.00	5,610.00	(440.00)	107.84
3142 - CONSTRUCT METER REPAIR	1,008.01	10,491.05	560.00	(9,931.05)	1,873.40
OPERATING	1,758,151.74	7,460,633.75	18,189,459.00	10,728,825.25	41.02
3210 INTEREST-COTRUST-GENERAL	215,725.80	1,028,075.68	130,384.00	(897,691.68)	788.50
3220 - PORT PARTONAGE AGFINITY	0.00	654.93	828.00	173.07	79.10
NON OPERATING	215,725.80	1,028,730.61	131,212.00	(897,518.61)	784.02
3310 - TAP (PI) FEES	846,750.00	887,250.00	3,000,000.00	2,112,750.00	29.58
3311 - DISTANCE FEES	103,650.00	107,850.00	176,653.00	68,803.00	61.05
3312 - WATER (ALLOCATION) FEE	78,000.00	78,000.00	300,000.00	222,000.00	26.00
3314 - INSTALLATION FEES	99,500.00	103,700.00	331,224.00	227,524.00	31.31
3315 - METER RELOCATION FEE	4,400.00	4,400.00	1,656.00	(2,744.00)	265.70
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	5,000.00	5,000.00	49,684.00	44,684.00	10.06
3321 - NON-POTABLE INSTALL	5,200.00	5,200.00	22,082.00	16,882.00	23.55
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	1,142,500.00	1,191,400.00	4,174,964.00	2,983,564.00	28.54
3410 - WATER RENTAL	15,898.50	15,898.50	18,207.00	2,308.50	87.32
AG WATER	15,898.50	15,898.50	18,207.00	2,308.50	87.32
3500 - MISCELLANEOUS	0.00	39,243.04	0.00	(39,243.04)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	675.00	2,400.00	5,520.00	3,120.00	43.48
3530 - RISE TOWER RENT	300.00	1,500.00	8,060.00	6,560.00	18.61
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	975.00	43,143.04	35,662.00	(7,481.04)	120.98
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(177.84)	(131,722.71)	(64,946.00)	66,776.71	202.82
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	177.84	131,722.71	74,883.00	(56,839.71)	175.90
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	3,133,428.88	9,871,528.61	22,624,387.00	12,752,858.39	43.63
OPERATING EXPENSE					
4110 - POTABLE WATER	259.55	1,361,734.96	3,224,486.36	1,862,751.40	42.23
4120 - RENTAL WATER	(11,375.00)	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	50.00	491,429.96	463,615.14	(27,814.82)	106.00
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	1,361.00	5,755.00	14,000.00	8,245.00	41.11
WATER	9,704.45	(1,847,544.92)	(3,864,011.34)	(2,016,466.42)	47.81
4210 - SALARIES, FIELD	110,525.34	540,544.76	1,527,998.00	987,453.24	35.38
4220 - SALARIES, ENGINEERING	10,038.36	51,738.38	189,998.66	138,260.28	27.23
4240 - INSURANCE HEALTH	17,236.03	78,109.58	193,471.00	115,361.42	40.37
4250 - RETIREMENT	7,163.36	34,290.30	84,313.00	50,022.70	40.67
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	(654.96)	4,698.95	6,500.00	1,801.05	72.29
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	(144,308.13)	(709,381.97)	(2,014,952.66)	(1,305,570.69)	35.21
4410 - FIELD	1,931.36	19,583.97	0.00	(19,583.97)	0.00
4411 - LOCATES	1,720.86	5,932.71	15,501.00	9,568.29	38.27
4412 - FARM PROPERTIES	14,761.36	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	3,090.64	3,090.64	5,698.00	2,607.36	54.24
4414 - CONSTRUCTION METER	0.00	10,421.32	0.00	(10,421.32)	0.00
4415 - WATER LINES (REPAIRS)	4,054.50	153,169.80	50,000.00	(103,169.80)	306.34
4416 - APPURTENANCE(REPAIR)	15,233.55	20,844.29	0.00	(20,844.29)	0.00
4417 - METER SETTING	0.00	27,780.42	600,000.00	572,219.58	4.63
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	0.00	42,890.54	0.00	(42,890.54)	0.00
4420 - STORAGE TANKS (O & M)	0.00	11,372.44	0.00	(11,372.44)	0.00
4430 - PUMP STATIONS (O & M)	7,429.46	24,424.82	0.00	(24,424.82)	0.00
4435 - CHLORINE STATION	0.00	365.37	0.00	(365.37)	0.00
4440 - EQUIPMENT	3,526.66	18,167.22	205,000.00	186,832.78	8.86
4445 - SCADA EQUIPMENT	0.00	289.50	0.00	(289.50)	0.00
4450 - SHOP/YARD	2,730.77	49,940.95	0.00	(49,940.95)	0.00
4460 - VEHICLES	7,101.16	70,718.01	102,000.00	31,281.99	69.33
4470 - SAFETY	685.57	6,985.57	0.00	(6,985.57)	0.00
4480 - CONTROL VAULTS	0.00	1,295.15	29,226.00	27,930.85	4.43
4490 - MAPPING EXPENSE	5,466.00	22,080.25	39,968.00	17,887.75	55.24
OPERATION & MAINTENANCE	(67,731.89)	(522,360.23)	(1,055,153.00)	(532,792.77)	49.51
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4600 - ELECTRICITY	14,452.66	81,740.61	181,100.00	99,359.39	45.14
4640 - METER VAULTS	9,009.75	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(23,462.41)	(90,750.36)	(181,100.00)	(90,349.64)	50.11
4700 - COMMUNICATIONS	100.26	501.37	0.00	(501.37)	0.00
COMMUNICATIONS	(100.26)	(501.37)	0.00	501.37	0.00
4810 - GENERAL	2,943.51	14,717.55	0.00	(14,717.55)	0.00
4820 - AUTO	968.45	6,553.25	0.00	(6,553.25)	0.00
4830 - WORKER'S COMP	2,546.96	17,299.80	0.00	(17,299.80)	0.00
INSURANCE	(6,458.92)	(38,570.60)	0.00	38,570.60	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	232,357.16	3,209,109.45	7,165,217.00	3,956,107.55	44.79
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	41,007.18	204,698.11	932,658.00	727,959.89	21.95
SALARIES	41,007.18	204,698.11	932,658.00	727,959.89	21.95
5210 - FICA	12,368.20	62,727.83	130,000.00	67,272.17	48.25
5220 - UNEMPLOYMENT	0.00	1,134.35	4,968.00	3,833.65	22.83
PAYROLL TAXES	12,368.20	63,862.18	134,968.00	71,105.82	47.32
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	18,419.06	0.00	(18,419.06)	0.00
HEALTH INSURANCE	4,358.39	18,419.06	60,000.00	41,580.94	30.70
5400 - OFFICE UTILITIES	264.23	1,343.34	0.00	(1,343.34)	0.00
5401 - ELECTRICITY	808.27	3,260.52	10,000.00	6,739.48	32.61
5402 - PROPANE	2,047.51	8,142.13	7,000.00	(1,142.13)	116.32
5403 - TELEPHONE	2,023.06	10,085.97	23,000.00	12,914.03	43.85
5404 - CELL PHONE SERVICE	1,665.86	8,319.37	20,000.00	11,680.63	41.60
5405 - CELL PHONE ACCESSORIES	0.00	0.00	500.00	500.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	7,140.00	20,000.00	12,860.00	35.70
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	1,625.00	8,125.00	0.00	(8,125.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	0.00	1,319.71	0.00	(1,319.71)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,694.50	28,320.56	66,245.00	37,924.44	42.75
5443 - SOFTWARE	71.00	71.00	7,000.00	6,929.00	1.01

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5444 - LICENSES (ANNUAL)	0.00	14,465.45	30,000.00	15,534.55	48.22
5445 - SENSUS METER SUPPORT	0.00	0.00	3,000.00	3,000.00	0.00
OFFICE UTILITIES	15,559.43	90,728.50	191,105.00	100,376.50	47.48
5510 - OFFICE EXPENSES	13,003.47	70,687.82	175,107.00	104,419.18	40.37
5520 - POSTAGE	0.00	649.74	3,312.00	2,662.26	19.62
5530 - BANK / CREDIT CARD FEES	3,155.87	17,349.60	5,520.00	(11,829.60)	314.30
5540 - BUILDING MAINTENANCE	1,175.25	41,656.52	1,104.00	(40,552.52)	3,773.24
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	50.00	3,312.00	3,262.00	1.51
5590 - TRAINING	0.00	100.00	8,833.00	8,733.00	1.13
OFFICE EXPENSE	17,334.59	130,493.68	199,948.00	69,454.32	65.26
5610 - LEGAL	19,053.74	299,755.98	357,000.00	57,244.02	83.97
5620 - ACCOUNTING	0.00	27,975.00	50,000.00	22,025.00	55.95
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	0.00	12,510.00	204,000.00	191,490.00	6.13
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5680 - LAND ACQUISITION	1,786.50	49,082.32	0.00	(49,082.32)	0.00
PROFESSIONAL FEES	20,840.24	427,978.43	620,822.00	192,843.57	68.94
5900 - MISCELLANEOUS	(406.94)	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	(406.94)	16,976.03	7,729.00	(9,247.03)	219.64
TOTAL ADMINISTRATIVE EXPENSE	111,061.09	953,155.99	2,147,230.00	1,194,074.01	44.39
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	573,150.48	1,600,000.00	1,026,849.52	35.82
STORAGE TANKS	0.00	573,150.48	1,600,000.00	1,026,849.52	35.82
6300 - PUMP STATIONS	20,249.56	117,117.57	0.00	(117,117.57)	0.00
PUMP STATIONS	20,249.56	117,117.57	0.00	(117,117.57)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
EQUIPMENT	0.00	144,549.44	167,700.00	23,150.56	86.20

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6505 - ENGINEERING	99,350.00	651,290.00	300,000.00	(351,290.00)	217.10
6510 - WATER LINES	27,235.00	5,335,128.80	15,200,000.00	9,864,871.20	35.10
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
SYSTEM	126,585.00	5,999,919.80	16,090,000.00	10,090,080.20	37.29
6610 - WATER RESOURCE MANAGER	0.00	120,491.24	0.00	(120,491.24)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	6,703.75	23,002.87	310,000.00	286,997.13	7.42
6640 - STORAGE	805.50	79,521.16	0.00	(79,521.16)	0.00
WATER RIGHTS	7,509.25	7,213,015.27	9,710,000.00	2,496,984.73	74.28
6710 - EASEMENTS	27,204.85	299,223.90	165,000.00	(134,223.90)	181.35
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	2,906.50	11,268.00	5,000.00	(6,268.00)	225.36
LAND/EASEMENTS	30,111.35	310,491.90	360,000.00	49,508.10	86.25
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	184,455.16	14,358,244.46	28,239,700.00	13,881,455.54	50.84
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	39,375.00	1,590,000.00	1,550,625.00	2.48
7292 - TRANSFER TO ENTERPRISE	0.00	34,312.50	0.00	(34,312.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	1,049,454.59	1,833,000.00	783,545.41	57.25
PRINCIPLE	0.00	1,402,442.09	5,127,288.00	3,724,845.91	27.35
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(1,402,442.09)	(5,127,288.00)	(3,724,845.91)	27.35

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
 INCOME STATEMENT
 DETAIL
 FOR THE FIVE MONTHS ENDING MAY 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,133,428.88	9,871,800.61	22,624,387.00	12,752,586.39	43.63
TOTAL EXPENSES	527,873.41	19,922,951.99	42,679,435.00	22,756,483.01	46.68
PROFIT/LOSS	2,605,555.47	(10,051,151.38)	(20,055,048.00)	(10,003,896.62)	50.12

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,041,511.35
Add: Cash Receipts		1,202,003.23
Less: Cash Disbursements		(1,709,988.47)
Add (Less) Other		1,357,573.86
Ending GL Balance		2,891,099.97
Ending Bank Balance		3,294,665.88
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jul 11, 2022	16682 (24,198.75)
	Nov 18, 2022	17106 (227.65)
	Feb 8, 2023	17343 (37,789.84)
	Mar 23, 2023	17495 (487.72)
	Apr 5, 2023	17541 (50.34)
	Apr 5, 2023	17545 (25.00)
	Apr 12, 2023	17582 (452.84)
	May 4, 2023	17619 (100.00)
	May 9, 2023	17623 (50.00)
	May 10, 2023	17629 (37,955.63)
	May 11, 2023	17631 (20,100.00)
	May 11, 2023	17636 (6,915.44)
	May 12, 2023	17639 (27,075.00)
	May 12, 2023	17640 (750.00)
	May 12, 2023	17644 (121.35)
	May 12, 2023	17646 (312.00)
	May 12, 2023	17652 (875.73)
	May 12, 2023	17655 (321.47)
	May 15, 2023	17663 (4,699.26)
	May 16, 2023	17674 (11,797.18)
	May 16, 2023	17677 (1,625.00)
	May 16, 2023	17678 (5,665.00)
	May 17, 2023	17682 (5,694.50)
	May 17, 2023	17683 (20,249.56)
	May 17, 2023	17684 (8,653.05)
	May 17, 2023	17685 (3,090.64)
	May 17, 2023	17687 (1,100.00)
	May 17, 2023	17689 (56,402.61)
	May 17, 2023	17690 (19,053.74)
	May 17, 2023	17693 (495.57)
	May 17, 2023	17694 (100.26)
	May 18, 2023	17695 (800.00)
	May 18, 2023	17696 (53.28)
	May 18, 2023	17699 (51,001.47)
	May 18, 2023	17702 (26.64)
	May 18, 2023	17703 (26.64)
	May 18, 2023	17704 (35.52)
	May 18, 2023	17705 (630.11)
	May 18, 2023	17707 (15,997.85)
	May 18, 2023	17708 (4,047.08)
	May 25, 2023	17709 (11,207.00)
	May 25, 2023	17710 (535.08)
	May 31, 2023	17711 (182.45)
	May 31, 2023	17712 (7.65)
	May 31, 2023	17713 (248.69)
	May 31, 2023	17714 (6,819.41)
	May 31, 2023	17715 (7,400.00)
	May 31, 2023	17716 (1,048.59)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

	May 31, 2023	17717	(2,047.51)	
	May 31, 2023	17718	(29.46)	
	May 31, 2023	17719	(26.00)	
	May 31, 2023	17720	(1,785.59)	
	May 31, 2023	17721	(1,361.00)	
	May 31, 2023	17722	(10,714.28)	
	May 30, 2023	OL-0530202	(2,023.06)	
Total outstanding checks				(414,489.49)
Add (Less) Other				
	May 30, 2023	CC0530	3,695.89	
	May 31, 2023	CC0531	5,474.11	
	May 30, 2023	CCIH0521	612.99	
	May 31, 2023	CCIH0522	748.36	
	May 19, 2023	GE0511	(26.64)	
	May 31, 2023	MARS0520	418.87	
Total other				10,923.58
Unreconciled difference				0.00
Ending GL Balance				2,891,099.97

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	10,670,056.48
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	45,287.75
Ending GL Balance	10,715,344.23
Ending Bank Balance	10,715,344.23
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	10,715,344.23

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,208,804.98
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,147.33
Ending GL Balance	2,217,952.31
Ending Bank Balance	2,217,952.31
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,217,952.31

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,208,804.98
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,147.33
Ending GL Balance	2,217,952.31
Ending Bank Balance	2,217,952.31
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,217,952.31

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of May 31, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: May 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,946,819.94
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>161,290.72</u>
Ending GL Balance	<u>39,108,110.66</u>
Ending Bank Balance	39,108,110.66
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>39,108,110.66</u></u>



May 22, 2023

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: Proposed Scope of Work and Fee Estimate
36-inch Water Line Adjustment Project – WCR 13

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) values the opportunity to provide professional engineering services to the North Weld County Water District (District) for design and construction of the 36-inch Water Line Adjustment Project – WCR 13 (Project). Trihydro understands the District, in collaboration with the Town of Timnath, CO, is interested in lowering the District's existing 36-inch ductile iron (DI) water line and replacing the District's 4-inch Asbestos Cement (AC) water line. The two water lines are located below and following the alignment of WCR 13/South County Line Road 1. The existing 36-inch DI water line will be lowered, and the 4-inch AC water line will be replaced to facilitate the replacement of an 18-inch diameter culvert, which crosses below the roadway approximately 0.43 miles south of the Hwy. 14 (E. Mulberry St.) intersection. The Town, who owns and maintains this portion of WCR 13, needs to replace the existing culvert. Based on information provided by the Town, the existing 18-inch culvert and the 36-inch water line are in conflict. The 36-inch water line will need to be lowered to accommodate the installation of a new 18-inch reinforced concrete pipe (RCP) culvert. The 4-inch AC water line will be removed and replaced within the project limits due to concerns about the ability to support the water line during construction activities. We anticipate approximately 100 to 200 linear feet (LF) of the 36-inch and 4-inch water lines will need to be lowered/replaced to accomplish the culvert replacement. Trihydro understands construction administration and observation services will also be required and that the Project will need to be completed in the fall of 2023.

We prepared the attached scope of services with the goal of providing a concise and detailed presentation of the individual tasks we believe are necessary to complete this project as efficiently and cost-effectively as possible. We have also included an itemized cost estimate with hours anticipated for each task. The following exhibits are attached:

- Exhibit A – Proposed Scope of Work
- Exhibit B – Fee Estimate



Mr. Eric Reckentine
May 22, 2023
Page 2

Trihydro would welcome a meeting with the District and the Town of Timnath to discuss the proposed scope of work and fee estimate and revise as needed to meet the Project objectives.

If selected, Trihydro proposes performing the work in accordance with the November 2022 Master Service Agreement. If approved, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____

We look forward to this opportunity to collaborate with the District and the Town of Timnath. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Handwritten signature of C. Jade Gernant in blue ink.

C. Jade Gernant, P.E.
Project Manager

Handwritten signature of Michelle L.D. Sell in blue ink.

Michelle L.D. Sell, P.E.
Project Director

999-75Q-006

Attachments

EXHIBIT A
PROPOSED SCOPE OF WORK

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

Trihydro Corporation (Trihydro) is pleased to submit our proposal for providing professional engineering and construction administration and observation services to the North Weld County Water District (District) for the 36-inch Water Line Adjustment Project – WCR 13 (Project). This proposal represents our understanding of the Scope of Work and is subject to change following future discussions. Trihydro welcomes a meeting with the District to discuss the proposed scope of work and revise it, as necessary, to clarify or refine the project objectives.

Trihydro understands the District, in partnership with the Town of Timnath, CO (Town), is interested in lowering the District's existing 36-inch ductile iron (DI) water line, which is currently in conflict with an existing, non-functional, 18-inch diameter vitrified clay pipe (VCP) culvert crossing Weld County Road (WCR) 13/South County Line Road 1 approximately 0.43 miles south of the Highway 14 (E. Mulberry St.) intersection. The Town, who owns and maintains this portion of WCR 13, would like to replace the existing culvert. Based on information provided by the Town, the existing 18-inch VCP culvert and the 36-inch water line are in conflict. The water line will need to be lowered to accommodate the installation of a new 18-inch reinforced concrete pipe (RCP) culvert. Additionally, there is an existing District-owned 4-inch asbestos-cement (AC) water line running parallel to the west of the 36-inch water line within the roadway. The 4-inch AC water line will need to be replaced within the project limits due to concerns about the ability to support the water line during construction activities. We anticipate approximately 100 to 200 linear feet (LF) of the 36-inch and 4-inch water lines will need to be lowered/replaced to accomplish the culvert replacement. Trihydro understands construction administration and observation will also be required and that the project will need to be completed in the fall of 2023.

General project work will involve design of approximately 200 LF of 36-inch DI water line and 4-inch polyvinyl chloride (PVC) water line to include valving, temporary shutdown and construction sequencing, water line bypass, and culvert installation. The final water line lengths will be determined as the design proceeds. The Town will provide final RCP culvert design information, including inlet and outlet invert elevations, length, and skew.

TASK 1: PROJECT MANAGEMENT

A. Task Goals

1. Achieve the budget and schedule constraints.
 - a. Begin design activities upon receipt of Notice to Proceed.
 - b. Complete design activities to facilitate completion of construction in the fall of 2023.
 - c. Coordinate with District and Town to identify bidding and construction timeline.
2. Manage scope variations to meet the budget and schedule constraints.
3. Communicate early and openly about issues impacting the budget, schedule, and scope.
4. Review monthly progress reports and invoices, ask questions, and process invoices.
5. District and Town to furnish required information and provide review comments and approvals in a timely manner, generally within two (2) weeks.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

B. Trihydro Scope

1. Project Management
 - a. Manage team member daily tasks and assignments.
 - b. Prepare client updates.
 - c. Monitor and track project schedule and budget.
 - d. Perform administrative duties.
 - e. Attend one (1) kickoff meeting to identify key project priorities, lines of communication, delivery schedules and overall project delivery.
 - f. Hold progress review meetings, as necessary, with District Project Manager (PM)/Team and Town (Assumes two (2) meetings during design and one (1) meeting during construction activities).
 - g. Submit monthly progress reports and invoices to District PM. Monthly progress reports will include:
 - i. Invoice from the prior month. Include labor costs in terms of hours charged by individual and hourly rates. Include itemized expenses. Include a cost breakdown for each project task.
 - ii. Cumulative percent complete by task with a brief narrative of significant scope items completed within each task.
 - iii. Schedule update.
 - iv. Identify and recommend resolution of budget, schedule, or scope issues.
 - v. Provide quality reviews on deliverables prior to submission to District PM.

C. Trihydro Deliverables

1. Meeting agendas and meeting minutes.
2. Monthly invoices and progress reports.
3. Electronic resource for sharing documents.

D. Assumptions

1. Kickoff meeting will be in-person at District's office. Kickoff meeting will be two (2) hours in duration, attended by two (2) Trihydro personnel. Meeting agenda and minutes will be prepared.
2. Progress review meetings will be one (1) hour in duration and attended by two (2) Trihydro personnel. Meeting agendas and minutes will be prepared (assume two (2) hours).
3. Assume two (2) progress review meetings will be held during design and one (1) progress review meeting will be held during construction activities.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

4. Construction will take place over a one (1) month period, during the fall of 2023 when water demand is low, at the District's discretion.
5. Project deliverables will be provided electronically in Portable Document Format (PDF). Distribution of electronic Bidding Documents may be achieved with a Trihydro-provided cloud-based sharing site.
6. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination are not included herein and will be conducted as a separate contract.
7. A geotechnical investigation/report will not be required to complete the work.

TASK 2: DATA COLLECTION

A. Task Goals

1. Transfer pertinent information from District and Town to Trihydro.
2. Elevate Trihydro's awareness and understanding of pertinent information.
3. Coordinate with District and Stantec to verify existing working pressure and flow.
4. Assist the District to confirm the existing utility locations and depths via potholing.

B. Trihydro Scope

1. Research and Investigation.
 - a. Request, obtain, and review pertinent information from District and Stantec.
 - b. Request, obtain, and review documents from utility owners.
 - c. Conduct a site visit during additional potholing activities to be coordinated and scheduled by the District to confirm existing utility locations and depths.
2. Review Water System Hydraulic Model Results and Data.
 - a. Trihydro understands the current District water system model is maintained by Stantec. Trihydro will request and review District/Stantec-provided model data related to pipeline hydraulics for anticipated bypass design, as necessary, including working/design pressures and flows. Trihydro will coordinate with the District and Stantec regarding questions and system modifications, if any, during design.
 - b. Review existing maps, drawings, plans, and reports related to proposed work. Conduct field investigations as necessary to verify existing conditions.

C. District Scope

1. Provide the following information and other documents as requested by Trihydro:
 - a. Relevant record drawings of Project corridor.
 - b. Previous studies, geotechnical investigation reports, design reports, and other applicable reports if available.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- c. Flow and pressure data relevant to project design.
 - d. Existing water system hydraulic model results.
 - e. Existing survey information for Project corridor.
2. Coordinate and schedule potholing activities to confirm existing utilities and depths.

D. Trihydro Deliverables

- 1. Data requests.
- 2. Data request tracking log.
- 3. Meeting agendas and meeting minutes.

E. Assumptions

- 1. All construction activities will be performed within existing WCR 13 Right-of-Way. Additional easements, permanent or temporary, will not be required.
- 2. Town will provide all previously obtained topographic survey and potholing data. Additional potholing (subsurface utility engineering) services will not be required.
- 3. District and Town will coordinate with all affected property owners.
- 4. Permitting through the Colorado Department of Public Health and Environment (CDPHE) for the project work will not be required.
- 5. The project area is located within the portion of WCR 13 owned by the Town.
- 6. The Contractor will be required to coordinate with the Town for construction and traffic control plan development/permitting and implementation necessary to complete the work.
- 7. Relocated franchise utility design is not included in this work scope.
- 8. A geotechnical investigation is not included in this work scope.
- 9. Environmental services are not included in this work scope.
- 10. Surveying services are not included in this work scope.

TASK 3: PRELIMINARY ENGINEERING – THROUGH 60% DESIGN

A. Task Goals

- 1. Evaluate and finalize water line vertical alignment.
- 2. Prepare 60% Design water line plans to include proposed tie-in locations, valves, fittings, profiles, and bypass line.
- 3. Develop a preliminary sequence of construction.
- 4. Prepare 60% Design Preliminary Opinion of Probable Construction Costs.
- 5. Perform quality assurance/quality control (QA/QC) reviews for documents prior to submittal.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

6. Deliver 60% Design documents.
7. Gather and document District staff and Town staff comments.
8. Hold preliminary meetings and coordinate design activities with District, Town, identified franchise utilities, and other stakeholders, if requested.

B. Trihydro Scope

1. Prepare 60% Design plans with proposed profiles for the lowering of the 36-inch DI water line and the 4-inch PVC water line, isolation valving, fittings, bypass piping, and preliminary connection details.
2. Prepare technical specifications to be included in the plan set using a combination of District and Trihydro documents.
3. Prepare Preliminary Opinion of Probable Construction Costs.
4. Trihydro will perform QA/QC reviews on design documents.
5. Trihydro will hold weekly internal project coordination meetings, as needed.
6. Progress review meetings with District and Town staff to coordinate and verify preliminary design concepts and components. Progress review meetings are also discussed in Task 1, above, and are included in the Project Management Task in the fee estimate.
7. Submit 60% Design documents electronically to District for review. Meet with District and Town staff to review and document comments. Agreed upon review comments from the District and Town will be incorporated into the 90% Design.

C. District Scope

1. Timely review of 60% Design and meeting materials.
2. Key decision makers to participate in review meetings.
3. Arrange for relevant site tours by Trihydro and subconsultants, if necessary.
4. Provide as-built information for existing water line within Project limits.

D. Trihydro Deliverables

1. Draft and final 60% Design plans and specifications for review.
2. 60% Design Preliminary Opinion of Probable Construction Costs.
3. Documented responses to District and Town comments.
4. Meeting agendas and meeting minutes.

E. Assumptions

1. District will review meeting minutes and submittals within two (2) weeks of receiving.
2. District standard specifications will be used, as applicable, and included in the plan set.
3. Preparation of a project manual is not included in this work scope.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

4. The drawings will follow Trihydro CADD standards. The latest version of AutoCAD Civil 3D will be used to develop the drawings. Copies of AutoCAD drawings will be provided as .dwg and PDF files.
5. Documents will be delivered in PDF and Excel format.
6. Drawing size will be scaled for 11- x 17-inch scale plan sheets.
7. Weekly internal project coordination meetings will be one (1) hour in duration.
8. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meetings will be two (2) hours in duration, and two (2) Trihydro personnel will attend.

TASK 4: 90% DESIGN

A. Task Goals

1. Incorporate 60% Design comments from District and Town into water line design.
2. Prepare and submit 90% Design construction documents.
3. Prepare 90% Design Opinion of Probable Construction Costs.
4. Gather and document District and Town comments.

B. Trihydro Scope

1. Prepare 90% Design construction documents including:
 - a. Plan and profile sheet(s), District Standard Plans, Details, and notes, and project-specific details.
 - b. Complete technical specifications to be included in the plan set.
 - c. Update the Opinion of Probable Construction Costs.
 - d. Trihydro will conduct weekly internal project coordination meetings, as needed.
2. Submit 90% Design construction documents.
 - a. Trihydro will perform QA/QC reviews on the construction documents.
 - b. Submit 90% Design construction documents electronically to District and Town for review. Meet with District and Town staff to review and document comments.

C. District Scope

1. Provide District approved front-end documents in Word format.
2. Timely review of submittals and meeting materials.
3. Key decision makers to participate in review meetings.
4. Facilitate internal legal review and approval for procurement documents.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

D. Trihydro Deliverables

1. Meeting agendas and minutes.
2. 90% Design construction documents (plan set) and cost estimate.
3. Documented comment responses on the 90% Design construction documents.

E. Assumptions

1. Reviews of 90% Design construction documents by District and Town will be considered as final review. All approved comments will be incorporated into a final bid set and ready for construction. Any reviews of 100% construction documents will be for completeness only. Trihydro may request additional services for technical comments and plan changes following completion of the 90% Design review process (i.e., during the 100% review).
2. District will review meeting minutes and submittals within two (2) weeks of receiving.
3. Weekly internal coordination meetings will be one (1) hour in duration.
4. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meeting will be two (2) hours in duration, and two (2) Trihydro personnel will attend.

TASK 5: CONSTRUCTION BIDDING AND CONTRACT AWARD

A. Task Goals

1. Prepare final bid-ready, 100% construction documents (Issue for Bid).
2. Assist in the selection and award of the construction contract.

B. Trihydro Scope

1. Trihydro will modify the construction documents to reflect the District's and Town's 90% review comments and Trihydro's quality control review team. The final 100% construction documents (Issue for Bid) will be submitted to the District.
2. Coordinate with the District to identify an online bidding platform.
3. Attend one (1) pre-bid meeting with qualified Contractors to present project details and expectations and address Contractor questions. Two (2) Trihydro personnel will attend the pre-bid meeting. Assume the pre-bid meeting will be three (3) hours to include the meeting and a site visit.
4. Respond to Contractor questions and requests for information (RFI).
5. Prepare and issue up to one (1) addendum.
6. Evaluate bids for compliance and completeness, prepare a bid tabulation, review apparent low bidder's qualifications and references and make a recommendation of award to the District.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

C. District Scope

1. Advertise the Project.
2. Issue notifications to contracting firms of pending bid.
3. Conduct the bid opening.
4. Review Trihydro's bid tabulation and recommendation of award.
5. Schedule and approve bid at District Board meeting.
6. Provide staff to prepare and administer construction contract.

D. Trihydro Deliverables

1. Written responses to questions from potential bidders.
2. Construction documents in PDF format along with three (3) 11- x 17-inch hard copy sets of plans and three set of construction documents for District and three (3) 11- x 17-inch hard copy sets of plans and three (3) sets of construction documents for the Contractor.

E. District Deliverables

1. Advertisement of the bid.
2. District approval of the bid award.
3. Preparation and execution of construction contract

F. Assumptions

1. Construction Bidding and Contract Award phase will be for one (1) bid.

TASK 6: CONSTRUCTION ADMINISTRATION

A. Task Goals

1. Complete construction to meet District and Town needs.

B. Trihydro Scope

Trihydro will provide construction administration and coordinate activities during construction. We assume construction will take place over a one (1) month period.

1. Attend the following meetings:
 - a. Attend and conduct a preconstruction meeting with the awarded Contractor, the District, and the Town to review construction project organization, roles and responsibilities associated with construction administration, construction related correspondence, observations and inspections, contract change orders, monthly progress estimates and payments, traffic control, material testing, schedule of values, schedule, disinfection and pressure testing, start up, project closeout, and record documents.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- vi. Coordinate responses to RFIs and assist District staff in overall administration of the construction contract.
 - vii. Perform site observations to monitor the quality of construction progress and conformity to the plans and specifications. Provide specific documentation for critical inspection points during the contract in construction logs. These construction logs will document the Contractor's work, labor force, equipment, weather conditions, and other pertinent information.
 - viii. Maintain a photographic log of the project. This work is expected to include brief descriptions of each photograph with a filename, time and date reference.
 - ix. Maintain project records including contracts, schedules, progress meeting minutes, inspection logs, correspondence, routine photographs, submittals, commissioning records and post construction close-out paperwork (punch lists, lien waivers, and final acceptance).
 - x. Conduct a final punch list walk through and final inspection of the completed items.
 - xi. RPR will be the primary point of contact for official communication with the Contractor.
- c. Final Inspection: Trihydro's PM and RPR will participate in the final inspection with the District, Town, and Contractor to review the work and document items for correction to be noted on the punch list. The RPR will meet with the Contractor to confirm all punch list items are complete, and that final payment may be released.
 - d. 2-Year Warranty Inspection: Trihydro's PM and RPR will participate in a 2-year warranty inspection with the District, Town, and Contractor and provide a written report with a list of items to be repaired. District and/or Town staff will confirm when Contractor has completed all repairs.
7. Prepare Record Documents: At the completion of construction work, Trihydro will review and comment on record drawing information supplied by the Contractor and will incorporate information on the drawings. Project construction documents will require the Contractor to provide a consolidated set of as-builts including changes, and clarifications issued during construction. Trihydro is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings. Trihydro will prepare electronic record drawings (PDF and AutoCAD format) for District.
8. Trihydro will provide closeout documentation.

C. District Scope

- 1. Issue change orders.
- 2. Attend meetings.
- 3. Review and approve progress payments.

**EXHIBIT A. PROPOSED SCOPE OF WORK
36-INCH WATER LINE ADJUSTMENT PROJECT – WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

D. Trihydro Deliverables


1. Project meeting agendas and minutes.
2. Communications with Contractor and District.
3. Field Observation Reports.
4. Field inspection reports and photos.
5. Final Record Drawings in PDF format and 11- x 17-inch hardcopies.
6. Project close out documentation.
7. Warranty Inspection Report.

E. Assumptions

1. The construction contract is anticipated to have a total duration of one (1) month.
2. Project manager or construction administrator will attend half (two [2]) of the weekly construction meetings in person and half (two [2]) virtually.
3. Assume hotel/motel accommodations (\$120.00/night – 2 nights/week) and per diem (3 days/week) for duration of construction (one [1] month).
4. Contractor will perform construction staking.
5. District will give prompt notice to Trihydro whenever District observes or becomes aware of any development that affects the scope or timing of Trihydro's services, or of any defect in the work of Trihydro or the Contractor.
6. District will examine information submitted by Trihydro and render in writing or otherwise provide decisions in a timely manner.
7. Trihydro's review of shop drawing submittals: Such review will not relieve the Contractor from its responsibility for performance in accordance with the construction documents, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies, or omissions.
8. The RPR will keep a copy of Contractor deliverables for District records. Contractor deliverables include shop drawings, samples, certificates, construction photos, record documents, releases from liens, claims, and agreements, Contractor design data, manufacturer's instructions, operation and maintenance data, schedules, special guarantees, permits, test and inspection reports, testing and startup data, and training data.
9. Soils testing and inspection to be performed by a third-party laboratory hired by the Contractor and approved by the District.
10. Concrete and material testing and inspection to be performed by a third-party laboratory hired by the Contractor and approved by the District.
11. Traffic control planning, permitting, and implementation to be performed by a subcontractor hired by the Contractor and approved by the District.


EXHIBIT B
FEE ESTIMATE

**EXHIBIT B. PROPOSED FEE ESTIMATE
36-INCH WATER LINE ADJUSTMENT PROJECT - WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation					
		Professional Level 10	Professional Level 7	Professional Level 6	Professional Level 4	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	MS \$186	JG/LEL \$142	TD/RJ/(RPR) \$127	RB/CADD \$105	Clerical \$74	
Task 1	Project Management						
a	Project Management	1	18		4		\$3,162
b	Kickoff Meeting		8		6	1	\$1,840
c	Progress review meetings and invoicing	2	24		30	4	\$7,226
	Task 1 Subtotal (hours)	3	50	0	40	5	98
	Task 1 Subtotal (\$)	\$558	\$7,100	\$0	\$4,200	\$370	\$12,228
Task 2	Data Collection						
2.01	Research and Investigation						
a	Request, obtain, and review pertinent information from District and Town		4		8		\$1,408
b	Site visit to observe potholing		8		4		\$1,556
2.02	Review Water System Hydraulic Model Results and Data						
a	Coordinate with District and Stantec regarding water model data related to pipeline hydraulics		2		6		\$914
b	Review existing maps, drawings, plans, and reports		2		5		\$809
	Task 2 Subtotal (hours)	0	16	0	23	0	39
	Task 2 Subtotal (\$)	\$0	\$2,272	\$0	\$2,415	\$0	\$4,687


Expenses								Task Total
Direct Reimbursables								
	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
	\$59.00	Cost	Cost	\$95.00	\$0.655	Cost + fuel		
	/day/person		\$120 / day	/day	/mile			
							\$0	\$3,162
			\$120	1	65		\$258	\$2,098
			\$360	3	195		\$773	\$7,999
Subtotal	0	\$0	\$480	4	260	\$0	\$1,030	--
Subtotal (\$)	\$0	\$0	\$480	\$380	\$170	\$0	\$1,030	\$13,258
							\$0	\$1,408
			\$120	1	65		\$258	\$1,814
							\$0	\$914
							\$0	\$809
Subtotal	0	\$0	\$120	1	65	\$0	\$258	--
Subtotal (\$)	\$0	\$0	\$120	\$95	\$43	\$0	\$258	\$4,945

**EXHIBIT B. PROPOSED FEE ESTIMATE
36-INCH WATER LINE ADJUSTMENT PROJECT - WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation					
		Professional Level 10	Professional Level 7	Professional Level 6	Professional Level 4	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	MS \$186	JG/LEL \$142	TD/RJ/(RPR) \$127	RB/CADD \$105	Clerical \$74	
Task 3	Preliminary Engineering – Through 60% Design						
a	Prepare 60% design plans with proposed profile, isolation valves, fittings, bypass piping, and prelim. connection details		8		60		\$7,436
b	Prepare Technical Specifications		12		24		\$4,224
c	Prepare Preliminary Opinion of Probable Construction Cost		3		6	1	\$1,130
d	Submit 60% plans and construction documents for review and comment and attend 60% design review meeting		12		16		\$3,384
	Task 3 Subtotal (hours)	0	35	0	106	1	142
	Task 3 Subtotal (\$)	\$0	\$4,970	\$0	\$11,130	\$74	\$16,174
Task 4	90% Design						
4.01	Prepare 90% Design Construction Documents Including:						
a	Incorporate comments from 60% plan review		2		8		\$1,124
b	Plan and profile, District Standard Plans, Details, and Notes, and project-specific details.		6		16		\$2,532
c	Technical Specifications		4		8		\$1,408
d	Update the Opinion of Probable Construction Cost		2		4		\$704
e	Submit 90% Design construction documents and attend 90% design review meeting, QA/QC		12		16		\$3,384
	Task 4 Subtotal (hours)	0	26	0	52	0	78
	Task 4 Subtotal (\$)	\$0	\$3,692	\$0	\$5,460	\$0	\$9,152


Expenses								Task Total
Direct Reimbursables								
	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
	\$59.00	Cost	Cost	\$95.00	\$0.655	Cost + fuel		
	/day/person		\$120 / day	/day	/mile			
							\$0	\$7,436
							\$0	\$4,224
							\$0	\$1,130
			\$120	1	65		\$258	\$3,642
Cost	0	\$0	\$120	1	65	\$0	\$258	--
Subtotal	\$0	\$0	\$120	\$95	\$43	\$0	\$258	\$16,432
							\$0	\$1,124
							\$0	\$2,532
							\$0	\$1,408
							\$0	\$704
			\$120	1	65		\$258	\$3,642
Cost	0	\$0	\$120	1	65	\$0	\$258	--
Subtotal	\$0	\$0	\$120	\$95	\$43	\$0	\$258	\$9,410

**EXHIBIT B. PROPOSED FEE ESTIMATE
36-INCH WATER LINE ADJUSTMENT PROJECT - WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation					Labor Subtotal
		Professional Level 10	Professional Level 7	Professional Level 6	Professional Level 4	Administrative 3	
TASK	DESCRIPTION	MS \$186	JG/LEL \$142	TD/RJ/(RPR) \$127	RB/CADD \$105	Clerical \$74	
Task 5	Construction Bidding and Contract Award						
a	Prepare and submit final 100% contract documents		4		8	2	\$1,556
b	Attend pre-bid meeting with qualified contractors, prepare meeting agenda and meeting minutes		10		14		\$2,890
c	Respond to bidder requests for information and prepare and issue 1 addendum		6		10		\$1,902
d	Evaluate bids, prepare bid tabulation, and prepare award recommendation		3		6		\$1,056
	Task 5 Subtotal (hours)	0	23	0	38	2	63
	Task 5 Subtotal (\$)	\$0	\$3,266	\$0	\$3,990	\$148	\$7,404

Expenses							Expenses Subtotal	Task Total
Direct Reimbursables								
	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)		
	\$59.00	Cost	Cost	\$95.00	\$0.655	Cost + fuel		
	/day/person		\$120 / day	/day	/mile			
							\$0	\$1,556
			\$120	1	65		\$258	\$3,148
							\$0	\$1,902
							\$0	\$1,056
Cost	0	\$0	\$120	1	65	\$0	\$258	--
Subtotal	\$0	\$0	\$120	\$95	\$43	\$0	\$258	\$7,662

**EXHIBIT B. PROPOSED FEE ESTIMATE
36-INCH WATER LINE ADJUSTMENT PROJECT - WCR 13
SOUTH COUNTY LINE ROAD 1/WELD COUNTY ROAD 13
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation					
		Professional Level 10	Professional Level 7	Professional Level 6	Professional Level 4	Administrative 3	Labor Subtotal
TASK	DESCRIPTION	MS \$186	JG/LEL \$142	TD/RJ/(RPR) \$127	RB/CADD \$105	Clerical \$74	
Task 6	Construction Administration						
6.01	Attend the following meetings:						
a	Attend Preconstruction Meeting		6		8		\$1,692
b	Attend 4 weekly construction progress meetings		16		16	1	\$4,026
6.02	Process 3 Contractor pay requests		6		12	2	\$2,260
6.03	Review 5 shop drawing submittals and 2 resubmittals		5		10		\$1,760
6.04	Review 3 Contractor submitted requests for information		3		6		\$1,056
6.05	Prepare 1 change order request	1	4		6	1	\$1,458
6.06	Construction Observation (1-month Duration, Part Time)						
a	Design team construction observation (2 people, 2 site visits)		12		12		\$2,964
b	Resident Project Representative (RPR) (3 days/week, month duration)	1		120		4	\$15,536
c	Final inspection		8		8	2	\$2,124
d	2-Year warranty inspection	1	8		8	1	\$2,236
6.07	Prepare Record Documents	1	4		8		\$1,594
6.08	Provide closeout documentation	1	2		4		\$890
	Task 6 Subtotal (hours)	4	74	120	98	11	307
	Task 6 Subtotal (\$)	\$744	\$10,508	\$15,240	\$10,290	\$814	\$37,596
	Total (hours)	7	224	120	357	19	727
	Total (\$)	\$1,302	\$31,808	\$15,240	\$37,485	\$1,406	\$87,241

Expenses								Task Total
Direct Reimbursables								
	Meal Per Diem (per day, per person)	Hotel/Motel	Rental Vehicle	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal	
	\$59.00	Cost	Cost	\$95.00	\$0.655	Cost + fuel		
	/day/person		\$120 / day	/day	/mile			
			\$120	1	65		\$258	\$1,950
			\$240	2	130		\$515	\$4,541
							\$0	\$2,260
							\$0	\$1,760
							\$0	\$1,056
							\$0	\$1,458
			\$240	2	130		\$515	\$3,479
	12	\$960				\$1,000	\$2,668	\$18,204
			\$120	1	65		\$258	\$2,382
			\$120	1	65		\$258	\$2,494
							\$0	\$1,594
							\$0	\$890
Cost	12	\$960	\$840	7	455	\$1,000	\$4,471	--
Subtotal	\$708	\$960	\$840	\$665	\$298	\$1,000	\$4,471	\$42,067
Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	--
Total	\$708	\$960	\$1,800	\$1,425	\$639	\$1,000	\$6,532	\$93,773

Note: 1. Fees are based on hourly rates, not to exceed, except upon approval by the District.



May 24, 2023

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: Proposed Scope of Work, Fee Estimate, and Project Schedule
CR 84 Small Diameter Water Line Project

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) is submitting this scope of work and fee estimate to provide professional services to the North Weld County Water District (NWCWD) for design and construction of the proposed CR 84 Small Diameter Water Line Project. We understand the project includes the design of approximately 0.9 miles of water line from the intersection of CR 84 and CR 15 to the intersection of CR 84 and North County Line Road.

We prepared the attached scope of services with the goal of providing a concise and detailed presentation of the individual tasks we believe are necessary to complete this project as efficiently and cost-effectively as possible. We have also included an itemized cost estimate with hours anticipated for each task. The following exhibits are attached:

- Exhibit A – Proposed Scope of Work
- Exhibit B – Fee Estimate

Trihydro would like to meet with NWCWD during a scoping meeting to discuss the proposed scope of work and fee estimate and revise as needed to verify project objectives are met.

If selected, Trihydro proposes performing the work in accordance with the November 2022 Master Service Agreement. If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____



Mr. Eric Reckentine
May 24, 2023
Page 2

We look forward to this opportunity to collaborate with NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink that reads "Jay Ligocki".

Jay Ligocki, P.E.
Project Manager

A handwritten signature in blue ink that reads "Michelle L.D. Sell".

Michelle L.D. Sell, P.E.
Project Director

999-75Q-008

Attachments

EXHIBIT A

PROPOSED SCOPE OF WORK

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

Trihydro Corporation (Trihydro) is submitting our proposal for providing professional engineering and surveying services to the North Weld County Water District (District) for the CR 84 Small Diameter Water Line Project. This proposal represents our understanding of the Scope of Work and is subject to change following future discussions. Trihydro is happy to meet with the District during a scoping meeting to discuss the proposed scope of work and revise as needed to verify objectives are met.

Trihydro understands the proposed water line is intended to replace an existing 2.5-inch water line. The new water line will connect to the existing 8-inch water line at the County Road (CR) 84/CR 15 intersection. The new water line will then extend west along CR 84 to the CR 84/North County Line Road intersection where it will connect to the existing 2.5-inch water line (Project).

General Project work will include design of approximately 4,900 linear feet (LF) of new water line. The final water line diameter will be verified during design but is assumed to be 6 inches for work scope purposes. Trihydro will review District-provided model data related to pipeline hydraulics and design pressures and flows. The existing water line is beneath the CR 84 roadway, and it is anticipated this water line will be abandoned in place. There is one known irrigation ditch crossing the new water line alignment, and coordination with the ditch owners will take place during design. The proposed project extents are included as Figure 1.

An overall project schedule will be discussed at the project kick-off meeting to review each phase of design and completion.

TASK 1: PROJECT MANAGEMENT

A. Task Goals

1. Achieve the budget and schedule constraints.
 - a. Begin design activities in June 2023.
 - b. Complete design and permitting activities within eight (8) months.
 - c. Coordinate with the District to identify construction timeline.
2. Manage scope variations to meet the budget and schedule constraints.
3. Communicate early and openly about issues impacting the budget, schedule, and scope.
4. Review monthly progress reports and invoices, ask questions, and process invoices.
5. District to furnish required information and provide review comments and approvals in a timely manner, generally within three (3) to four (4) weeks.

B. Trihydro Scope

1. Project Management
 - a. Conduct kickoff meeting.
 - b. Manage team member daily tasks and assignments.
 - c. Prepare client updates.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- d. Monitor and track project schedule and budget.
- e. Perform administrative duties.
- f. Manage subconsultants.
 - i. Monitor and manage subconsultants' scheduled activities.
 - ii. Review accuracy and quality of subconsultant deliverables.
 - iii. Review subconsultants' progress pay requests for accuracy and completeness and make payments as provided in the subconsultant's agreement.
- g. Attend one (1) kickoff meeting to identify key project priorities, lines of communication, delivery schedules and overall project delivery.
- h. Hold monthly progress review meetings with District Project Manager (PM)/Team (Assumes eight [8] monthly meetings during design activities). Submit monthly progress reports and invoices to District PM. Monthly progress reports will include:
 - i. Invoice from the prior month. Include labor costs in terms of hours charged by individual and hourly rates. Include itemized expenses. Include a cost breakdown for each project task.
 - ii. Cumulative percent complete by task with a brief narrative of significant scope items completed within each task.
 - iii. Schedule update.
 - iv. Identify and recommend resolution of budget, schedule, or scope issues.
 - v. Provide quality reviews on deliverables prior to submission to District PM.

C. Trihydro Deliverables

- 1. Meeting agendas and meeting minutes.
- 2. Monthly invoices and progress reports.
- 3. Electronic resource for sharing documents.

D. Assumptions

- 1. Kickoff meeting will be in person at District's office. Kickoff meeting will be two (2) hours in duration, attended by three (3) Trihydro personnel. Meeting agenda and minutes will be prepared.
- 2. Monthly meetings will be one (1) hour in duration and attended by two (2) Trihydro personnel. Meeting agendas and minutes will be prepared each month (assume two [2] hours). Project deliverables will be provided electronically in Portable Document Format (PDF).
- 3. Construction documents will be prepared for one phase/construction contract.
- 4. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination are not included herein and will be conducted as a separate contract.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

5. Contract bidding and construction services are not included in this contract. Construction services, including administration and observation, will be performed in-house by NWCWD. Construction assistance is discussed in Task 5.

TASK 2: DATA COLLECTION

A. Task Goals

1. Transfer pertinent information from District to Trihydro.
2. Elevate Trihydro's awareness and understanding of pertinent information.
3. Review existing water system hydraulic model data relevant to proposed water line.
4. Identify permanent and temporary construction easements. Perform boundary survey and provide easement descriptions.
5. Conduct topographic survey of proposed water line route.
6. Provide subsurface utility engineering.
7. Provide geotechnical investigation and engineering report.
8. Identify irrigation ditch crossings.
9. Identify potential project permit requirements from various agencies.

B. Trihydro Scope

1. Research and Investigation.
 - a. Prepare and maintain a data request tracking log.
 - b. Request, obtain, and review pertinent information from District.
 - c. Request, obtain, and review documents from utility owners.
 - d. Identify necessary temporary construction and permanent easements, access agreements, land ownership, and permits along the approximate 0.93-mile project length. Provide survey and prepare legal easement/access documents as needed for approximately three (3) property owners.
 - e. Identify potential irrigation ditch crossings and contacts for each ditch crossing.
 - f. Identify environmental surveys that may need to be completed (if needed).
 - g. Identify Colorado Department of Public Health and Environment (CDPHE) and Weld County permits and associated requirements.
2. Review Water System Hydraulic Model Results and Data.
 - a. Trihydro understands the current District water system model is maintained by Stantec. Trihydro will coordinate with the District and Stantec regarding questions and system modifications, if any, during design. Trihydro will also coordinate with the District and Stantec regarding data needed for CDPHE and Weld County permitting.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

real time kinematic (RTK) GPS will not be used. A differential level will be used to achieve accuracies of +/-0.01-foot.

- v. Digital Terrain Model (DTM) mapping data will be furnished by Trihydro's Surveyor. Data will be presented in layers conforming to Trihydro's Standards.
- vi. Topography will be processed in an AutoCAD platform at a 1-foot contour interval.

5. Subsurface Utility Engineering (SUE) and Utility Coordination.

- a. Trihydro will provide SUE and utility coordination along the proposed water line route. Trihydro's SUE Subconsultant will review utility record data and provide surface markings for identified utilities. The marking locations will be collected by Trihydro's Surveyor and incorporated into the design plans. Trihydro will correlate surveyed utilities to the proposed water line route to identify potential conflicts. Trihydro will then prepare a proposed potholing plan to identify precise vertical and horizontal utility locations. The potholing plan will be presented for the District's review and will include up to ten (10) potential conflict locations. Trihydro's SUE Subconsultant will complete potholing activities at the finalized locations, and Trihydro's Surveyor will collect horizontal and vertical utility data to include in the project design.

SUE investigations for this project will include QL A and B. QL A will consist of vacuum excavation of pipes by the SUE Subconsultant at up to ten (10) potential conflict locations identified by Trihydro during design.

- b. The goal of this project is to minimize the need to relocate District-owned or private utilities. Trihydro will provide utility coordination services to work with other utilities and identify non-relocation options wherever possible. Should relocation of utilities be required, Trihydro will assist in the negotiations of reimbursement costs for relocation. The design of relocated utilities is not part of this scope of work.

6. Geotechnical Investigation

- a. Trihydro's Geotechnical Subconsultant will gather geotechnical information necessary for the Project design. If available, existing geotechnical information for the Project corridor will be used as reference, but a geotechnical investigation and engineering report is assumed herein to verify subsurface conditions and earthwork requirements for water line installation and constructability. Laboratory testing for engineering properties will be conducted to support the final water line design effort.
- b. The Geotechnical Subconsultant will prepare a report summarizing field and laboratory results and present the analyses, opinions, conclusions, and recommendations including:
 - i. General Project description.
 - ii. Boring location map.
 - iii. Boring summary logs with descriptions of the soils/bedrock and groundwater levels.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- iv. Discussions regarding:
 - a) recommendations for compaction of engineered fill and utility trench backfill, as needed.
 - b) excavation considerations including excavation difficulties, side slopes, slope bracing and temporary dewatering recommendations, if needed.
 - c) the acceptability of on-site natural soils and existing fill for reuse as engineered fill.
 - d) seismicity recommendation based on the subsurface conditions and local knowledge.
 - e) groundwater effects on the proposed construction.
 - f) horizontal boring considerations.
 - g) surface and subsurface drainage recommendations; and
- v. The Geotechnical investigation will include:
 - a) One (1) boring approximately every 500 feet (ft) along the water line route (10 @ 10 ft deep).
 - b) Two (2) borings near irrigation ditch crossings (2 @ 25 ft deep).
 - c) One (1) boring near wetland crossing (1 @ 25 ft deep).
 - d) Laboratory testing and analyses will be conducted to evaluate the strength, compressibility, and swell characteristics and classification of the soils.

C. District Scope

- 1. Provide the following information and other documents as requested by Trihydro:
 - a. Relevant record drawings of Project corridor.
 - b. Previous studies, geotechnical investigation reports, design reports, and other applicable reports if available.
 - c. Flow and pressure data relevant to project, including current pressure zone map of the District's water system area.
 - d. Existing water system hydraulic model results and data in report format.

D. Trihydro Deliverables

- 1. Data requests.
- 2. Data request tracking log.
- 3. Easement surveys and property descriptions.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

4. Site topographic and feature survey.
5. Environmental review information.
6. Geotechnical Engineering Report.
7. Meeting agendas and meeting minutes.

E. Assumptions

1. District and Stantec will provide requested water model output data for review and permitting.
2. Trihydro will coordinate with property owners (assume three [3] property owners).
3. A Land Agent subconsultant not required for this project.
4. Cathodic protection subconsultant not required for this project.
5. All survey data will be provided in modified state plane.
6. Relocated utilities design is not included in this work scope.
7. Approvals from landowners for survey, geotechnical investigation, SUE, etc., will be provided by Trihydro.
8. Trihydro's Surveyor will work with the SUE Subconsultant to collect surface utility markings and potholing data.
9. One (1) survey mobilization is assumed to set project control.
10. One (1) survey mobilization is assumed during the UAS survey.
11. One (1) survey mobilization to collect additional data, including subsurface utility information, aboveground utility markings, geotechnical boring locations, and pothole locations.
12. Two (2) rounds of comments from District and property owners to address temporary and permanent easement comments/questions.
13. Geotechnical investigation will be performed along the proposed water line alignment.

TASK 3: PRELIMINARY ENGINEERING – 50% DESIGN

A. Task Goals

1. Evaluate and finalize water line alignment.
2. Prepare 50% design water line plans.
3. Prepare preliminary easement documents for landowner discussions.
4. Prepare 50% Design Preliminary Opinion of Probable Construction Costs.
5. Perform QA/QC for documents prior to submittal.
6. Deliver 50% Design documents.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

7. Gather and document District staff comments.
8. Hold preliminary meetings and coordinate design activities with CDPHE, identified franchise utilities, and stakeholders, if requested.

B. Trihydro Scope

1. Prepare 50% design plans, index of anticipated specifications, and design criteria for approximately 4,900 LF of water line including pipeline sizes and materials and preliminary alignment and profile. Identify preliminary water line horizontal boring locations.
2. Prepare 50% design plans and index of anticipated specifications.
3. Prepare draft and final easement documents. Identify extents of permanent easements, as well as proposed construction easements, if necessary.
4. Prepare Preliminary Opinion of Probable Construction Costs.
5. Prepare technical specifications using a combination of District and Trihydro documents.
6. Prepare draft engineering design report.
7. Begin coordinating with Weld County for the distribution main design.
8. Trihydro will perform quality assurance/quality control reviews on design documents.
9. Trihydro will hold weekly internal project coordination meetings, as needed.
10. Submit 50% design documents electronically to District for review. Meet with District staff to review and document comments. Agreed upon review comments from the District will be incorporated into the 90% design.

C. District Scope

1. Timely review of 50% Design and meeting materials.
2. Key decision makers to participate in review meetings.
3. Arrange for relevant site tours by Trihydro and subconsultants.
4. Provide as-built information for existing water line at proposed connection point.

D. Trihydro Deliverables

1. Draft and final 50% design plans and index of anticipated specifications for review.
2. Draft and final easement documents.
3. Draft engineering design report.
4. Final 50% Design Preliminary Opinion of Probable Construction Costs.
5. Documented responses to District comments.
6. Meeting agendas and meeting minutes.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

E. Assumptions

1. District will review meeting minutes within two (2) weeks of receiving and submittals within four (4) weeks of receiving.
2. District standard specifications will be used.
3. Easement documents will be revised up to two (2) times.
4. The drawings will follow Trihydro CADD standards. The latest version of AutoCAD Civil 3D will be used to develop the drawings. Copies of AutoCAD drawings will be provided as .dwg and .pdf files.
5. Water line material will be selected under Task 2 – Data Collection.
6. Documents will be delivered in PDF and Excel format.
7. Drawing size will be scaled for 22 x 34-inch full scale and 11 x 17-inch half scale plan sheets.
8. Weekly internal project coordination meetings will be one (1) hour in duration.
9. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meetings will be two (2) hours in duration, and two (2) Trihydro personnel will attend.

TASK 4: 90% DESIGN

A. Task Goals

1. Incorporate 50% design comments from District into distribution main design.
2. Prepare and submit 90% Design construction documents.
3. Prepare 90% Design Preliminary Opinion of Probable Construction Costs.
4. Gather and document District comments.
5. Prepare and submit permit applications to agencies.

B. Trihydro Scope

1. Prepare 90% Design construction documents including:
 - a. District standard plans, notes, and details and project-specific details.
 - b. Technical specifications.
 - c. Complete Division 0 front end documents and technical specifications.
 - d. Update the Opinion of Probable Construction Costs.
 - e. Prepare final engineering design report.
 - f. Trihydro will conduct weekly internal project coordination meetings, as needed.
2. Submit 90% Design transmission main construction documents.
 - a. Trihydro will perform QA/QC reviews on the construction documents.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

- b. Submit 90% Design construction documents electronically to District for review. Meet with District staff to review and document comments. Upon District approval, prepare and submit permit applications to agencies. All permitting fees will be paid by the District or reimbursed to Trihydro.

C. District Scope

1. Provide District approved front-end documents in Word format.
2. Timely review of submittals and meeting materials.
3. Key decision makers to participate in review meetings.
4. Facilitate internal legal review.

D. Trihydro Deliverables

1. Meeting agendas and minutes.
2. 90% Design distribution line construction documents and cost estimate.
3. Documented comment responses on the 90% Design distribution line construction documents.
4. Submit 90% Design drawings and specifications to CDPHE and Weld County for review.
5. Final engineering design report.
6. Submit draft and final permit applications to permitting agencies.

E. Assumptions

1. Reviews of 90% Design contract documents by District and agencies will be considered as final review. All approved comments will be incorporated into a construction set and ready for construction. Any reviews of 100% contract documents will be for completeness only. Trihydro may request additional services for technical comments and plan changes following completion of the 90% Design review process (i.e., during the 100% review).
2. District will review meeting minutes within two (2) weeks of receiving and submittals within four (4) weeks of receiving.
3. Internal weekly coordination meetings will be one (1) hour in duration.
4. Design review meeting will be in person at the District's office or Trihydro's Fort Collins conference room. Design review meeting will be two (2) hours in duration, and two (2) Trihydro personnel will attend.

TASK 5: CONSTRUCTION ASSISTANCE

A. Task Goals

1. Assist the District during construction activities.

**EXHIBIT A. PROPOSED SCOPE OF WORK
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

B. Trihydro Scope

1. Trihydro will be available for questions and clarification on project plans and specifications during construction.

C. District Scope

1. Perform construction activities.
2. Perform construction administration activities.
3. Perform submittal reviews

D. Trihydro Deliverables


1. Plan and specification clarifications as requested up to task budget.

E. Assumptions

1. District personnel will provide construction administration and observation services.
2. District will perform construction staking.
3. Soils testing and inspection to be performed by a third-party laboratory hired by the District.
4. Review of shop drawings/submittals will be performed by the District.
5. Weekly construction meetings will not be conducted.
6. Up to four (4) trips to the construction site are included in this task.

EXHIBIT B
FEE ESTIMATE

**EXHIBIT B. PROPOSED FEE ESTIMATE
CR 84 SMALL DIAMETER WATER LINE PROJECT
NORTH WELD COUNTY WATER DISTRICT, COLORADO**

		Trihydro Corporation							Labor Subtotal
		Professional Level 10	Professional Level 8	Professional Level 7	Professional Level 6	Professional Level 4	Technical Level 4	Administrative 3	
TASK	DESCRIPTION	\$186	\$156	\$142	\$127	\$105	\$90	\$74	
Task 3	50% Design								
3.01	Prepare 50% Construction Documents								
a	Internal Review Meetings (weekly / 1 hr each)	16				18			\$4,866
b	Prepare 50% Design Plans and Profiles	12		2	60	120	20		\$24,536
c	Coordinate with Utility Companies	2				6			\$1,002
d	Prepare Notes and Details	1				6	2		\$996
e	Prepare and Submit Permits to Agencies	2				38		2	\$4,510
f	50% Specifications Draft	12		4	50			2	\$9,298
g	Update Cost Estimate	2				8			\$1,212
h	Prepare Draft Engineering Report	5		2	40	80	6	2	\$15,382
i	Quality Assurance / Quality Control Analysis	12		2	2			2	\$2,918
	Task 3 Subtotal (hours)	64	0	10	152	276	28	8	538
	Task 3 Subtotal (\$)	\$11,904	\$0	\$1,420	\$19,304	\$28,980	\$2,520	\$592	\$64,720
Task 4	90% Design								
4.01	Prepare 90% construction documents including:								
a	Internal Review Meetings (weekly / 1 hr each)	20			20	25			\$8,885
b	Prepare 90% Design Plans and Profiles and Address 50% Comments	6		2	80	150	40	2	\$31,058
c	Prepare Final Technical Specifications	2		2	36			2	\$5,376
d	Update Cost Estimate	1				6			\$816
e	Final Engineering Report	2		4	10	50		2	\$7,608
f	Quality Assurance / Quality Control Analysis	14		2	8			2	\$4,052
	Task 4 Subtotal (hours)	45	0	10	154	231	40	8	488
	Task 4 Subtotal (\$)	\$8,370	\$0	\$1,420	\$19,558	\$24,255	\$3,600	\$592	\$57,795
Task 5	Construction Assistance								
5.01	Construction Assistance								
a	Construction Assistance	10			42				\$7,194
	Task 5 Subtotal (hours)	10	0	0	42	0	0	0	52
	Task 5 Subtotal (\$)	\$1,860	\$0	\$0	\$5,334	\$0	\$0	\$0	\$7,194
	Total (hours)	260	110	25	442	604	68	20	1529
	Total (\$)	\$48,360	\$17,160	\$3,550	\$56,134	\$63,420	\$6,120	\$1,480	\$196,224

Expenses Direct Reimbursables								Task Total
Subcontracts (Labor, Equipment and Services)	Company Field Equipment (See Equip Tab)	Consumable Field Supplies & PPE (See Equip Tab)	Company Vehicles (Daily)	Company Vehicles (Per Mile)	Company Vehicles (Monthly, Cost + Fuel)	Expenses Subtotal		
Cost + 10%	Cost	Cost	\$95.00 /day	\$0.655 /mile	Cost + fuel			
						\$0	\$4,866	
				630		\$413	\$24,949	
						\$0	\$1,002	
						\$0	\$996	
						\$0	\$4,510	
						\$0	\$9,298	
						\$0	\$1,212	
						\$0	\$15,382	
						\$0	\$2,918	
Cost	\$0	\$0	\$0	0	630	\$0	\$413	--
Subtotal	\$0	\$0	\$0	\$0	\$413	\$0	\$413	\$65,133
						\$0	\$8,885	
				420		\$275	\$31,333	
						\$0	\$5,376	
						\$0	\$816	
						\$0	\$7,608	
						\$0	\$4,052	
Cost	\$0	\$0	\$0	0	420	\$0	\$275	--
Subtotal	\$0	\$0	\$0	\$0	\$275	\$0	\$275	\$58,070
						\$537	\$7,731	
Cost	\$0	\$0	\$0	0	820	\$0	\$537	--
Subtotal	\$0	\$0	\$0	\$0	\$537	\$0	\$537	\$7,731
Cost	\$0	\$0	\$0	\$0	\$0	\$0	\$0	--
Total	\$35,970	\$3,360	\$0	\$570	\$2,702	\$0	\$42,602	\$238,826



May 17, 2023

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

Re: Proposed Scope of Work and Fee Estimate
Regulatory Compliance Services Phase II – On-Call Regulatory Compliance Services

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) is submitting this fee proposal to continue providing professional services to the North Weld County Water District (NWCWD) for work on the Regulatory Compliance Services Project (Project). Trihydro proposes continuing this project on a time and materials basis with a not-to-exceed budget unless otherwise approved.

Trihydro will continue transitioning regulatory compliance services from Providence. On-call services will also include creating and maintaining a water system monitoring, reporting and tracking plan, including public water system requirements, the Backflow Prevention Program, and Lead and Copper Rule Program. Additional on-call services may include the following:

- Updating the Public Water System Monitoring Plan Rule document
- Assisting with the Lead and Copper Revised Rule system inventory
- Assisting with Consumer Confidence Reports
- Developing a program workflow
- Evaluating database and GIS implementation into the Regulatory Compliance Services program

Project subtasks will be created for project tracking.



Mr. Eric Reckentine
May 17, 2023
Page 2

Trihydro proposes increasing the current budget \$30,000. Work will continue to be billed on a time and materials, not-to-exceed basis in accordance with the November 2022 Master Service agreement. A budget summary is provided below:

Current Budget – Phase I	\$39,591.00
<u>Proposed Increase – Phase II</u>	<u>\$30,000.00</u>
Total	\$69,591.00

If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____

We look forward to this opportunity to collaborate with NWCWD. Please call us at (307) 745-7474 if you have questions.

Sincerely,
Trihydro Corporation

Jay R. Ligocki, P.E.
Project Manager

Michelle L.D. Sell, P.E.
Project Director

75Q-003-001



Stantec Consulting Services Inc.
3325 South Timberline Road 2nd Floor, Fort Collins CO 80525-3681

April 19, 2023
File: 227704498

Attention: Mr. Eric Reckentine, District Manager
North Weld County Water District
32825 Weld County Road 39
PO Box 56
Lucerne, CO 80646
970-356-3020
ericr@nwcwd.org

Dear Mr. Eric Reckentine,

Reference: Easements for Concept Pipeline Alignment #1

Thank you for considering Stantec Consulting Services, Inc. (Stantec) to support the Knox Pit– Easements for Concept Pipeline Alignment #1. This letter is to confirm conversations about our firm providing Professional Services to North Weld County Water District (Client) for easement preparation for use in the negotiation and acquisition of easements (completed by Western States Land Services, LLC, Kerri Allison) along the Concept Pipeline Alignment #1 beginning at the inlet location located on the Cache La Poudre River, continuing north, then east, then running north along Eddy Lane to County Rd 54G, and finally crossing into the Loveland Ready Mix (LRM) parcel located in Section 28, Township 08 North, Range 69 West, 6th Principal Meridian, Larimer County, Laporte, Colorado (aka Knox Pit). Please let us know if you have questions on the scope, schedule and budget presented in this letter proposal.

Scope

Task 1: Boundary Support South of CR54G

Prepare Draft Exhibits

Stantec will prepare (2) draft exhibits based on 3/31/2023 meeting (see **Attachment A**) for each property owner. One exhibit will be black and white showing permanent and temporary easement dimensions, and only show the easements specific to the respective subject property. The black and white exhibit (legal size) will be prepared to resemble the final exhibit that would be filed with the County. The second exhibit will be a legal sized version of the first exhibit which incorporates an aerial photo, so each respective subject property owner can better visualize the easement locations. Field work will be required (locate benchmarks and property corners) to prepare the final documents.

Property owners may have unforeseen concerns that require easements to be modified, before preparation of final exhibits. Stantec will complete one revision of the black and white exhibits for WSLS to provide property owners review. This task assumes (6) property owners, bulleted below:

1. Stoner Exhibit;

Reference: Easements for Concept Pipeline Alignment #1

2. McNally Exhibit;
3. Hyde Living Trust Exhibit;
4. Eddy Lane Exhibit;
5. McAndrew Steele Parking Area Exhibit; and
6. County Rd 54G crossing.

On-site with WSLs

Stantec will be onsite with WSLs during initial landowner contact. We can explain the proposed project to the (6) property owners along with answering questions, including the possible construction impacts to each owner. Stantec will document property owner specific concerns related to access/impact along with any timing of construction concerns that need to be included on the construction drawings.

It is assumed that WSLs will:

- Be the first point of contact for the property owners;
- Obtain access for field work necessary to prepare draft/final exhibits and easement descriptions;
- Provide introductions to the project to the property owners;
- Provide property owners with electronic versions of the draft easement exhibits; and
- Arrange all property owner meetings.

Finalize Exhibits

After the property owners have confirmed the easement location and width, Stantec will prepare a legal description of the easement to accompany the black and white exhibit (legal size). These will be transmitted to WSLs for final presentation to property owners, execution and filing with the County.

Utility Crossing/Easement Coordination

At this phase, it is assumed that NWCWD does not need to complete any additional items related to easement encroachments or utility crossings (from entities such as Larimer County, City of Greeley, City of Fort Collins, Public Service Company, Platte River Power Authority, etc.). It is expected that some entities will require crossing/encroachment agreements and have specific engineering requirements (that may change in the future). This is not included in this scope/budget of Task 1 and would be required during advancement of the design for the pipeline.

Task 2: NWCWD Boundary Support

LRM has been working with Larimer County on boundary line adjustments and updating the plat (PLS Corporation providing surveying support). LRM shared the most recently recorded boundary line adjustment

Reference: Easements for Concept Pipeline Alignment #1

plat with NWCWD on March 16, 2023. **Attachment B** provides that document with markups pre phone conversation with LRM on March 28, 2023. On March 30, 2023, LRM shared with Stanfec the CAD file for the 2nd boundary line adjustment and communicated their intent to amend the Plat to remove the GMD 2 Director Parcel.

NWCWD will need easements from LRM that aren't shown on the 2nd boundary line adjustment.

This task will allow Stanfec to prepare an easement request to LRM to include the requested easements in their 3rd boundary line adjustment process.

1. **Waterline abandonment.** LRM's 2nd boundary line adjustment shows the original 10-ft easement (Larimer_1965_1284_345.pdf) – granted to West Fort Collins Water District (WFCWD).

⑪ 10' waterline right of way book 1284, page 345

LRM bought the property, and the 10-ft easement was still in effect. In the 20-ft easement document (Larimer_2019_75777.pdf), the 10-ft easement appears to have been abandoned (based on this alone – it may be able to be removed from the plat/boundary document).

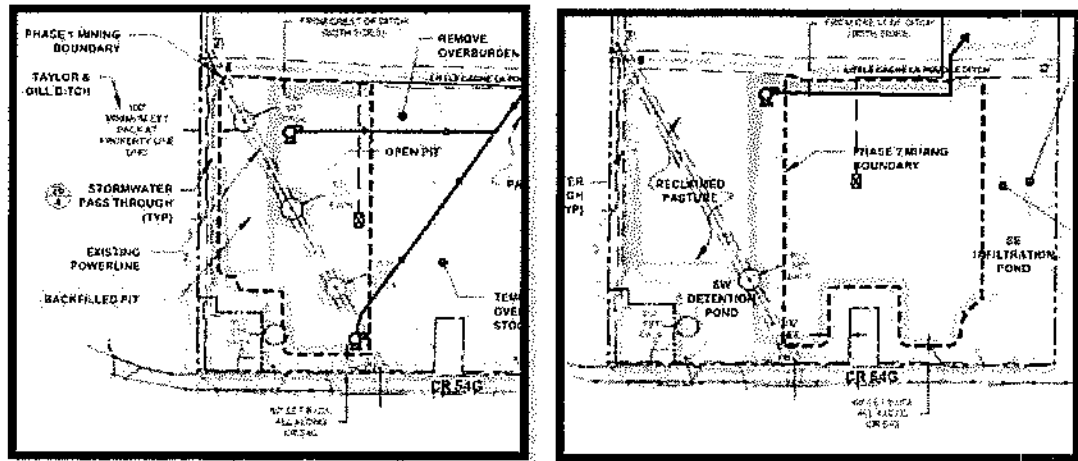
It is further mutually agreed that this Grant of Right of Way fully replaces that 10' Water Easement held in favor of West Fort Collins Water District and recorded in the real property records of Larimer County, Book 1284, Page 345 which is hereby abandoned and of no further effect.

⑥ 20' water line easement rec# 20190075777 rec# 20190075778

2. **Pipeline Alignment Easement.** Concept pipeline alignment #1 was prepared in 2020 before the LRM mine plan was revised (TR1), before NWCWD knew LRM's setbacks and before LRM commenced boundary line adjustments for various entities. Concept pipeline alignment #1 was a straight shot north from Eddy Lane that roughly paralleled the apparent abandoned water line easement. The concept provided the pipeline crossed the Little Cache La Poudre Ditch assuming there was space for Lift Station #2 north of the Ditch.

LRM mine plan (TR1) Phase 1 mining boundary (left, below) shows mining under the transmission line. The Phase 1 mining area appears to be proposed to be reclaimed as pasture in Phase 2 mining (right, below). LRM has proposed 100-ft boundary setbacks from the property lines, and 50-ft setbacks from the crest of the Little Cache La Poudre Ditch.

Reference: Easements for Concept Pipeline Alignment #1



It appears that LRM's plan is to backfill the Phase 1 mining area with overburden and fines (during Phase 2). It is assumed that the first reclaimed pasture will not be converted to water storage for NWCWD purchase, thus not lined and no subdrain installed.

It appears that LRM's plan is to install the subdrain and liner around ~73% of the Phase 2 mining area, then backfill with overburden and fines to final reclaimed pasture. It is assumed that the second reclaimed pasture will be converted to water storage for NWCWD purchase (South Pond). It appears that Phase 3 mining to Phase 4 will complete the remaining ~27% subdrain and liner around the South Pond.

As part of this Task 2, Stantec will prepare a revised concept pipeline alignment #2 and revise the concept location for Lift Station #2. Easement recommendations (as needed) associated with the revised infrastructure locations will be provided to LRM for easement granting purposes.

There may be a possibility that the NWCWD can negotiate installation of the concept pipeline within the Phase 1 mined area as the reclamation of the area is taking place during Phase 2. Geotechnical investigations will be required at the site of the lift stations to provide a suitable foundation recommendation. The geotechnical investigations are not included as part of this Scope of Work. An opportunity may exist to relocate Lift Station #2 to the Phase 1 reclaimed pasture area (south of the Ditch). This may be advantageous to permit its construction and operation of the South Pond prior to the north pond being completed and transferred.

3. **Subdrain Easements.** LRM (King Surveyors) prepared (2) preliminary subdrain easements included in the option agreement negotiations. These preliminary easements were prepared before the LRM mine plan was revised (TR1). LRM plans to mine within 100-ft of the property boundary and install the subdrain when the liner is being installed. No work is proposed in this scope/budget to work on subdrain easements.

Reference: Easements for Concept Pipeline Alignment #1

4. **Indigo Hill Access (ingress/egress).** LRM has subdivided Lot 4 to Poudre Fire but didn't include access off Indigo Hills. Stantec will request a copy of LRM's easement granted to Poudre Fire for access.
5. **CR54G Access (ingress/egress).** LRM has granted an easement (30-ft wide) to the Ditch Company to the south side of the Ditch easement (in Lot 1). LRM plans to grant Poudre Fire shared use of the Ditch Company Easement and extend the easement north (across the ditch) to loop around LRM's proposed concrete batch plant. Stantec will request a copy of LRM's easement granted to Poudre Fire for access.
6. **Cache La Poudre Irrigating Ditch Company (Ditch) Easement.** LRM negotiated an agreement and easement with the Ditch, without NWCWD review (**Attachments C and D**). The Ditch easement is a non-exclusive easement. Current Cache La Poudre Irrigating Ditch Company agreement Article 6 Section 6.06 Item 3 appears to restrict use along the Ditch. LRM confirmed by phone that this restriction wasn't intended. Clarification or modification will be needed to allow for East to West access of the Lot 3 parcels. The recorded easement states that the Grantor (LRM) may build an access road that crosses the Ditch easement. NWCWD will need easements from LRM that overlap the Ditch easement.

Task 3: Boundary Support North of CR54G

Stantec will prepare an easement exhibit that allows access for NWCWD outside of Lot 3. See below image that roughly highlights the following proposed easements:

1. From CR54G to the North and South Pond Parcels (Lot 3)
 - a. Stantec will create an easement exhibit and description (using existing easements from Task 2 Item 5 for NWCWD to access both pond parcels from CR54G. The easement will include the access road bridge use (to access both sides of the ditch) and end at a minimum approximately 200 feet north of the north Little Cache La Poudre Ditch easement boundary.
 - b. The easement may need to extend north (via Lot 1) in include ability to access the north-east side of the North Pond.
2. Use of LRM's access road (if/when constructed) that crosses Ditch easement (Task 2 Item 6)
 - a. The recorded easement and the CDRMS documents are unclear if this road must be reclaimed at the end of mining.
3. North and south sides of the Ditch
 - a. After LRM's reclamation, NWCWD will need access around the North and South Pond for O&M. Based on LRM's revised mine plan (TR1) and mining setbacks, Stantec will recommend a safe setback from the pond slopes for NWCWD access. Preliminarily it

Reference: Easements for Concept Pipeline Alignment #1

appears that NWCWD will require entering the Ditch easement. LRM granting of an easement would be preferred.

- b. Easement would include use of both existing bridges (west/PVREA and east bridge in Lot 1).
- 4. To Lift Station #2
 - a. Temporary and permanent easements are not required for construction because it is located within Lot 3. Same applies to connect South Pond to Lift Station #2.
 - b. NWCWD pipe crossing to connect North Pond to Lift Station #2.
- 5. Along the revised concept pipeline alignment #2 (portion that is located in Lot 2) (Task 2 Item 2)
- 6. To Indigo Hills Access (Task 2 Item 4)



Reference: Easements for Concept Pipeline Alignment #1

Stantec will prepare an exhibit for LRM for use to subdivide Lot 3 into Lots 3A and 3B with the recommendation that the Little Cache La Poudre Ditch remain fully in the northern parcel until conveyance of the North Pond to NWCWD.

It is our understanding that LRM will not construct subdrains or prepare easements for subdrains until after construction is completed. This Scope of Work and Fee Estimate does not include any subdrain work.

Schedule

It is anticipated that the work for this project will be completed based on the schedule outlined below.

Task	Commencement Date	Estimated Completion Date
Task 1: Boundary Support South of CR54G	Estimated May 1, 2023	Before end of 2023 (subject to WSLs schedule)
Task 2: NWCWD Boundary Support	Estimated May 1, 2023	Before end of 2023 (subject to LRM responsiveness)
Task 3: Boundary Support North of CR54G	Estimated May 1, 2023	Before end of 2023 (subject to LRM responsiveness)

Budget

It is anticipated that the work for this project will be completed on a Time & Materials basis with the estimated fee outlined below.

Descriptions/Task	Estimated Fee
Task 1: Boundary Support South of CR54G	\$ 22,350
Task 2: NWCWD Boundary Support	\$ 8,190
Task 3: Boundary Support North of CR54G	\$ 7,600
Task 4: Project Management	\$ 4,160
Total	\$ 42,300

Reference: Easements for Concept Pipeline Alignment #1

Assumptions

Stantec has given an estimate for the cost of Professional Services to complete the work scope associated with this Project based on the assumptions outlined in the above scope of work. If the scope of the services provided changes, the Client will be responsible to pay the fees associated with the work completed at that point in the project should the Client select not to complete further work on the Project. Stantec does not guarantee that completion of above Scope of Work will result in the desired outcome.

We appreciate the opportunity to work with you on this project. This proposal will be valid for 30 days from April 20, 2023. Should you have any questions, or need clarification of anything presented in the proposal, please do not hesitate to call Pamela Massaro at (970) 893-4807 or Ben Weaver at (307) 683-4160.

Regards,

Stantec Consulting Services Inc.

Massaro, Pamela

Digitally signed by Massaro, Pamela
DN: CN="Massaro, Pamela", OU=Internal,
OU=users, OU=stantec, DC=corp, DC=ads
Location: 3325 South Timberline Road, 2nd
Fl., Fort Collins CO
Reason: I agree to the terms defined by the
placement of my signature on this document
Contact Info:
pamela.massaro@stantec.com
Date: 2023.04.19 17:25:17 -0600

Pamela Massaro PE
Principal, Business Center Practice Leader
Phone: 970-893-4807
pamela.massaro@stantec.com

Benjamin Weaver PE, PLS, PTOE
Senior Transportation Engineer / Land Surveyor
Phone: 307-683-4160
ben.weaver@stantec.com

April 19, 2023
Mr. Eric Reckentine, District Manager
Page 9 of 13

Reference: Easements for Concept Pipeline Alignment #1

By signing this proposal, North Weld County Water District authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 19 day of April, 2023.

Per: North Weld County Water District

Eric Reckentine, District Manager

Print Name & Title

Signature

Attachment: Attachment A 20230331_Knox Landman Easement Support.pdf
Attachment B 20230328 LRM Knox PhoneCallExhibitsDiscussed.pdf
Attachment C Deed of Easement_Recorded_3_09_2022.pdf
Attachment D #33 CLP Agmt.pdf

April 19, 2023

Mr. Eric Reckentine, District Manager

Page 10 of 13

Reference: Easements for Concept Pipeline Alignment #1

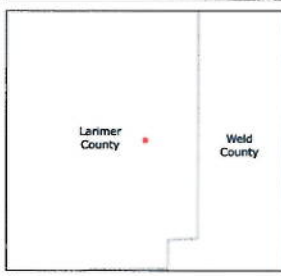
Attachment A 20230331_Knox Landman Easement Support.pdf

To:	North Weld County Water District -- Eric Reckentine, District Manager 32825 Weld County Road 39 Lucerne, CO 80646	From:	Stantec Consulting Services Inc Ben Weaver, PE, PLS, PTOE 7000 Yellowtail Road, Suite 230 Cheyenne, WY 82009
File:	227704498 Knox Pit	Date:	March 30, 2023

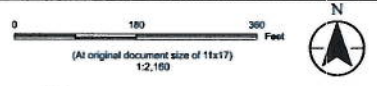
Reference: Knox Pit – Easements for Concept Pipeline Alignment #1

Easements will be required along the initial conceptual design pipeline alignment #1 (pipeline). The pipeline design isn't completed at this time and alignment changes could be required in the future. However, the permanent easement widths below and alignments shown will allow the initial conceptual design pipeline to be installed at the initial conceptual design depths.

Figure 1 shows the proposed easements on an aerial photo for discussion during the meeting scheduled with Kerri Allison kallison@ws-ls.net on Friday, March 31, 2023 2:00 PM. The table below documents the easement widths and types. Title Documents for they Hyde and Stoner properties obtained in 2020 will be transmitted to Kerri.



- Legend**
- Initial Conceptual Design Pipeline Alignment (Wenck, November 2020)
 - Permanent Easement
 - Temporary Easement
 - Initial Conceptual Design Lift Station #1 (Wenck, November 2020)
 - Sheet Piling



Project Location: TOWN, Hesperia, Larimer Co., CO
 Client/Project: Knox Pit, North Weld County Water District
 Prepared by JCS on 2023-03-30
 32770468

Figure No. **1**
 Title: **Proposed Easement Loveland Ready-Mix Concrete Inc. to River**

Draft Print
 03/30/2023 11:14:31 AM

Sheet
 1. Coordinate System: NAD 1983 StatePlane Colorado North FIPS 5001 Feet
 2. Data Source: ESRI
 3. Background: ESRI World Imagery

Disclaimer: This document has been prepared based on information provided by others as cited in the Notes section. Stantec has not verified the accuracy and/or completeness of this information and shall not be responsible for any errors or omissions which may be incorporated herein as a result. Stantec assumes no responsibility for data supplied in electronic format, and the recipient accepts full responsibility for verifying the accuracy and completeness of the data.

Draft Print

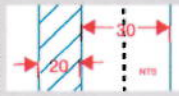

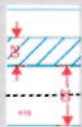
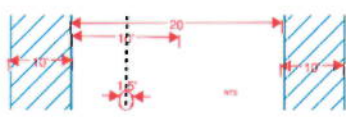


03/30/2023 11:33:00 AM

March 30, 2023

North Weld County Water District -- Eric Reckentine, District Manager

Page 2 of 3

Reference: Knox Pit – Easements for Concept Pipeline Alignment #1

		Permanent Easement Width (ft)	Additional Easement Width (ft)	Total Easement Width (ft)	Approx Length (ft)	Not to Scale (NTS) Sketch
1	Intake/outlet location to LS1	30	20	50	611	
	Intake/outlet location	Additional temporary easement width (variable as shown on figure) would be helpful for unanticipated construction needs. We are assuming We are assuming that the Tulloch exemption would be applicable for installation. Likely need easements to center of River, just in case.				
2	LS1 to Eddy Lane	30	20	50	1,174	
3	Eddy Lane to north of County Road 54G	20	10 (east) 10 (west)	40	1,456	
	North of County Road 54G	Additional temporary easement width (as shown on figure) is requested for construction north of CR54G. The (2) 50-ft x 50-ft areas start at the fence to be outside of the CR54G ROW. The permanent easement for the pipeline would continue north across LRM property.				
LS1	Lift Station #1	50 x 50	n/a	50	50	

March 30, 2023

North Weld County Water District -- Eric Reckentine, District Manager

Page 3 of 3

Reference: Knox Pit – Easements for Concept Pipeline Alignment #1

INITIAL CONCEPTUAL DESIGN PIPELINE ALIGNMENT #1

The following documents are from the Fatal Flaw Review for North Weld County Water District (NWCWD) (Wenck, November 2020) as **Attachment A**:

- Attachment A - **Figure 1** Site Location
- Attachment A - **Figure 2** Site Detail
- Attachment A - **Figure 3** Property Ownership
- Attachment A - **Figure 6** shows the plan view of the pipeline
- Attachment A - **Sheet 1** shows the plan and profile view of the pipeline
- Attachment A - **Figure 7** Eddy Lane Easements and Utilities and pipeline

These documents include some preliminary redlines to document updated understandings since the 2020 report.

The intake/outlet location (upstream of the existing sheet pile located along the Hyde Family living trust property). A single pipeline will divert water from the Cache la Poudre River, deliver it to the Knox pits for storage, and return water to the Cache la Poudre River. Two lift stations will be necessary to move water between the river and the pits, one near the intake and another between the two pits, north of the Little Cache Ditch. Both lift station locations are shown in Figure 6 and Sheet 1. Water returned to the river from the Knox Pit lift station can then travel approximately ~4,300 feet downstream to a new intake location from which water can be transferred into Treiber B. This intake will feed into a bidirectional pumping station allowing water to be transferred from Treiber B to the Cache la Poudre River and vice-versa.

SITE SURVEY FOR PIPELINE ALIGNMENT #1

Section 3.2 from the Fatal Flaw Review for North Weld County Water District (NWCWD) (Wenck, November 2020) that describes what was understood about the utilities at the time is included in **Attachment A**.

Stantec Consulting Services Inc.

Pamela Massaro

Principal, Senior Water Resources Engineer

Phone: 970 893 4807

pamela.massaro@stantec.com

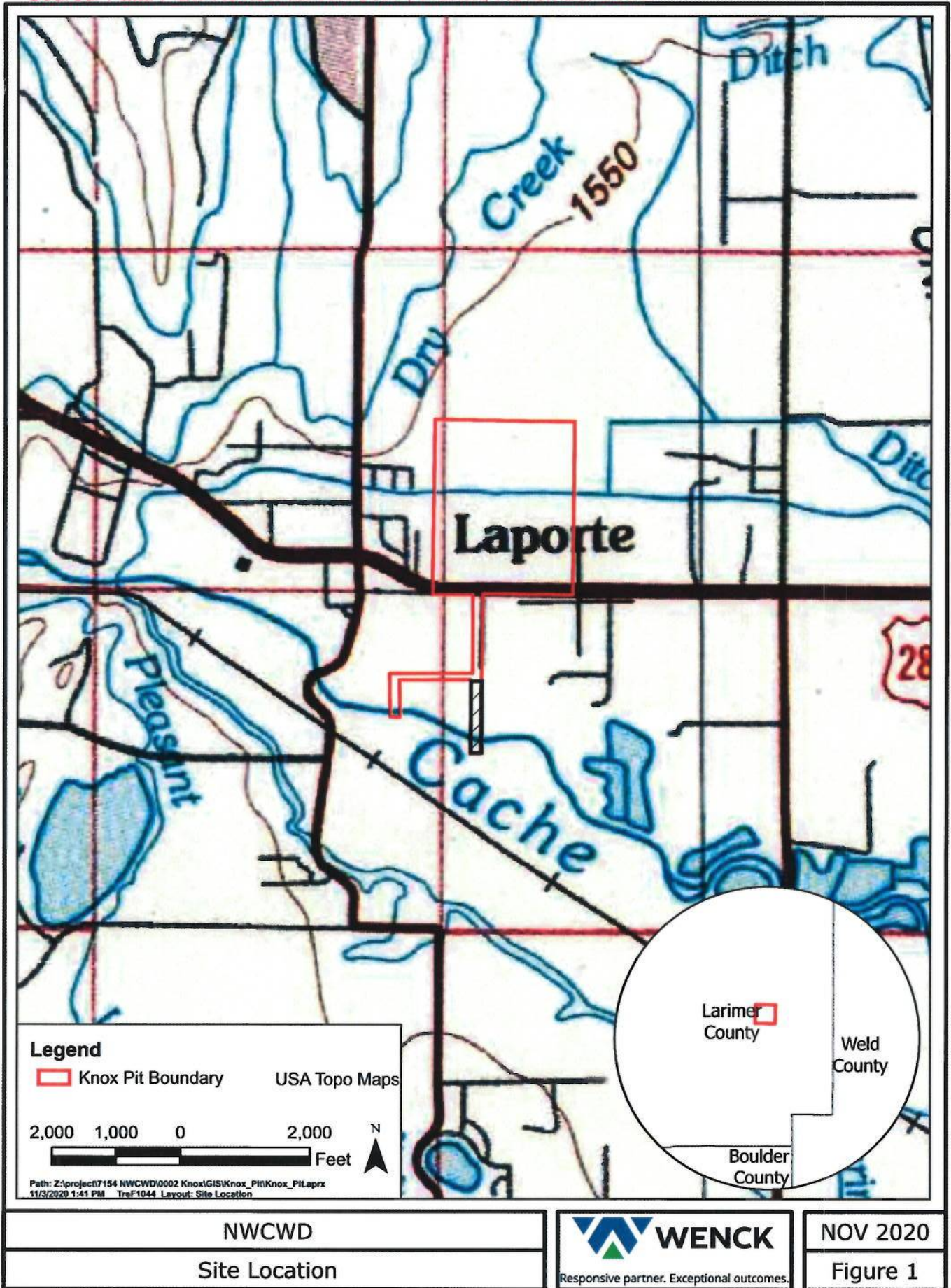
Attachment: Attachment

c. C.C.


Attachment A


Fatal Flaw Review for North Weld County Water District (NWCWD) (Wenck, November 2020):

- Figure 1 Site Location
- Figure 2 Site Detail
- Figure 3 Property Ownership
- Figure 6 shows the plan view of the pipeline
- Sheet 1 shows the plan and profile view of the pipeline
- Figure 7 Eddy Lane Easements and Utilities and pipeline



Legend

 Knox Pit Boundary USA Topo Maps

2,000 1,000 0 2,000
Feet 

Path: Z:\project\7154 NWCWD\0002 Knox\GIS\Knox_Pit\Knox_Pit.aprx
11/3/2020 1:41 PM TreF1044 Layout: Site Location

NWCWD
Site Location

 **WENCK**
Responsive partner. Exceptional outcomes.

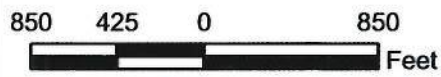
NOV 2020
Figure 1



Note: Treiber Pond A = 37.80 (exposed surface area)
 563 acre-ft storage with maximum water surface elevation of 5035 ft
 Berm Crest = 5037 ft
 Max Operating (fill) Elevation = 5035 ft
 Maximum Capacity at Elevation (5035 ft) = 563 surface-acres
 Water Surface Area at Elevation (5035 ft) = 36.1 surface-acres
 Treiber Pond A is normally filled to 5035-ft each year

Legend

- Knox Pit Boundary
- Pond Outline



Path: Z:\project\7154 NWCWD\0002 Knox\GIS\Knox_Pit\Knox_Pit.aprx
 11/4/2020 3:03 PM TreF1044 Layout: Site Detail

NWCWD
 Site Detail



NOV 2020
 Figure 2



NWCWD

Property Ownership

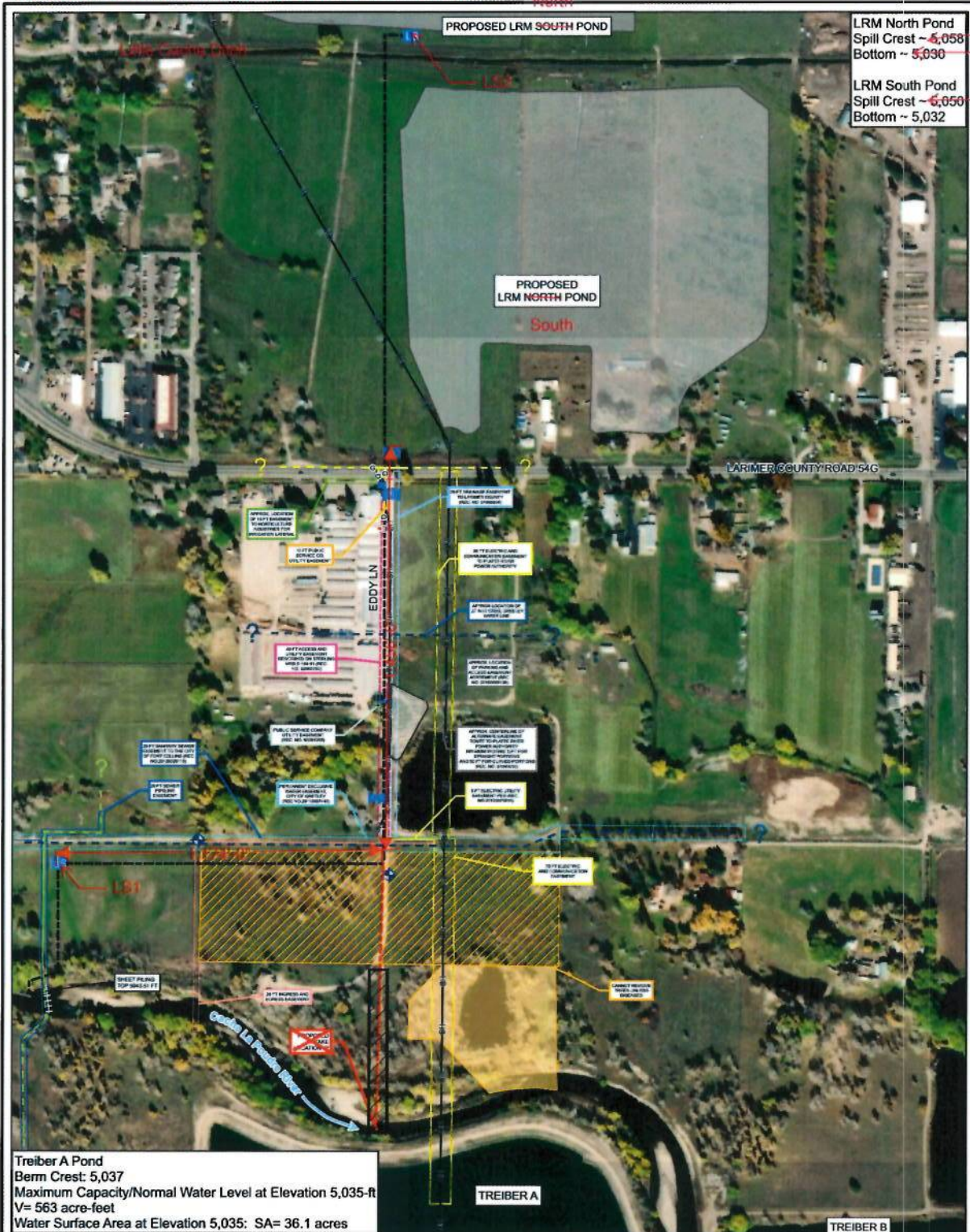


Responsive partner. Exceptional outcomes.

NOV 2020

Figure 3

North



LRM North Pond
Spill Crest ~ 5,058
Bottom ~ 5,030

LRM South Pond
Spill Crest ~ 6,050
Bottom ~ 5,032

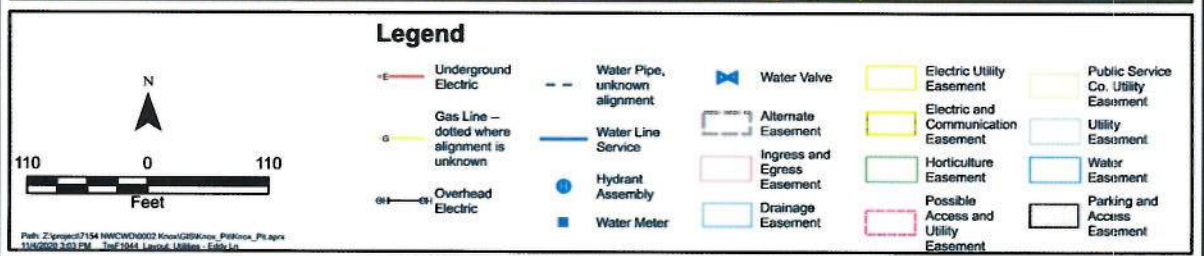
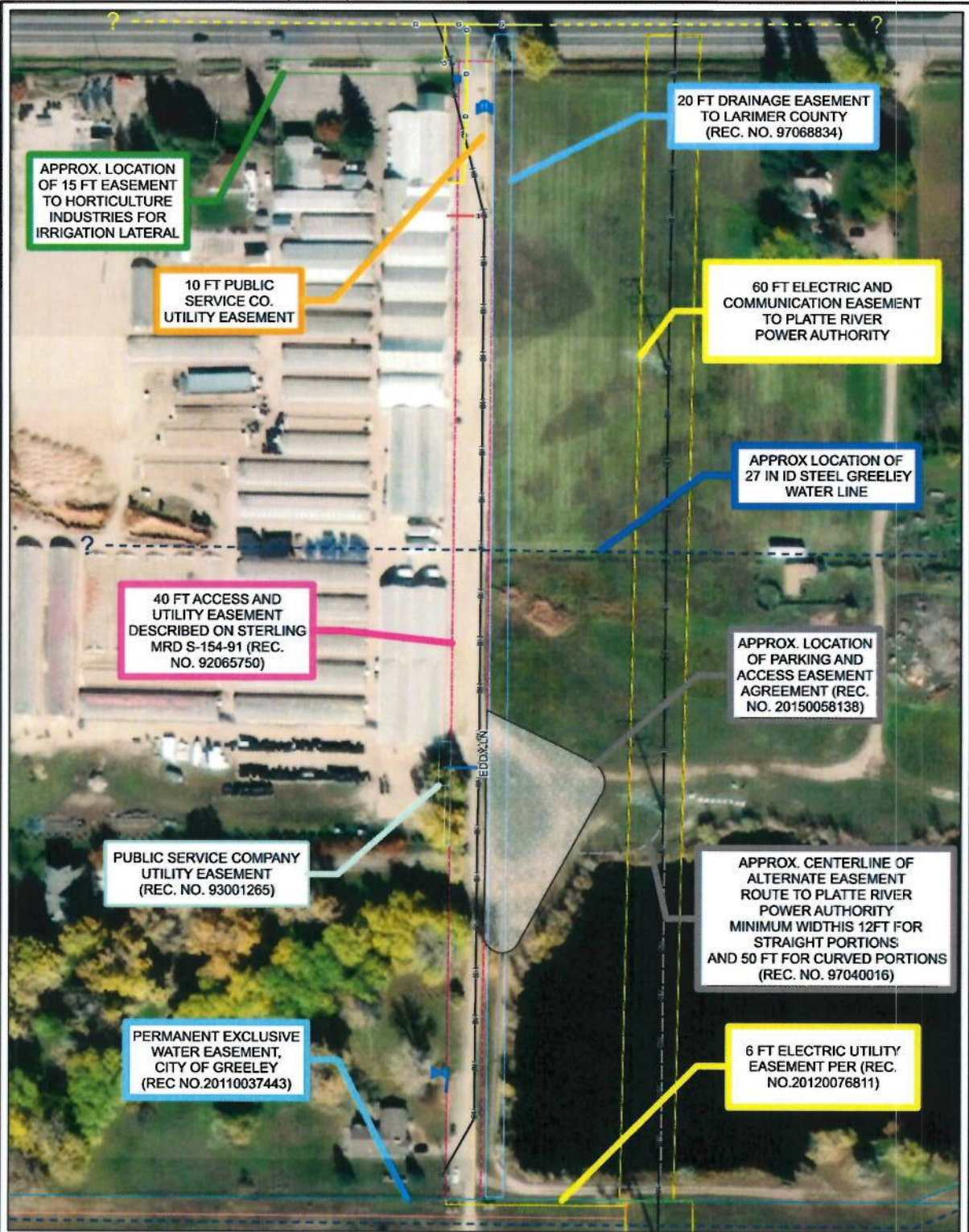
Treiber A Pond
Berm Crest: 5,037
Maximum Capacity/Normal Water Level at Elevation 5,035-ft
V= 563 acre-feet
Water Surface Area at Elevation 5,035: SA= 36.1 acres

Legend

Proposed Lift Station	Overhead Electric	Water Pipe, unknown alignment	Water Valve	Horticulture Easement	Utility Easement
Sheet Piling	Gas Line - dotted where alignment is unknown	Water Line Service	Alternate Easement	Ingress and Egress Easement	Water Easement
Pipeline Alignment 1	16 IN ID Sanitary Line - dotted where alignment is unknown	Hydrant Assembly	Drainage Easement	Possible Access and Utility Easement	Stoner 1 Conservation Easement
Pipeline Alignment 2	Underground Electric	Monitoring Well	Electric Utility Easement	Public Service Co. Utility Easement	Stoner 2 Conservation Easement
Water Meter		Water Meter	Electric and Communication Easement	Sanitary Sewer Easement	Parking and Access Easement

Scale: 0 to 350 Feet

Path: Z:\project\7104_NWCWD\0302_Knox\GIS\Knox_PIT\Knox_PIT.aprx
11/10/2020 10:32 AM - Top: 3504, Layer: 1000000.aprx



are shown in **Figure 6** and **Sheet 1**. Water returned to the river from the Knox Pit lift station can then travel approximately ~4,300 feet downstream to a new intake location from which water can be transferred into Treiber B. This intake will feed into a bidirectional pumping station allowing water to be transferred from Treiber B to the Cache la Poudre River and vice-versa.

3.2 SITE SURVEY AND UTILITIES

During the site survey, locations of several utilities were identified and are shown on **Figure 6** and **Figure 7**. A 16-inch sanitary sewer line parallels the proposed north-south pipeline alignment along the Hyde property. The City of Greeley has a waterline easement which runs along the proposed pipeline alignment from east to west across both the Hyde and Stoner properties. Along Eddy Lane the proposed alignment parallels the overhead electric lines and possibly a waterline (probably service line) of unknown diameter, as is indicated by the presence of a valve and hydrant. Near Larimer County Road 54G the pipeline alignment crosses an electric line and at County Road 56G a gas line. Based on the survey, it appears that a service gas line runs to the Plantorium property along Eddy Lane. The pipeline alignment also crosses a 27-inch steel waterline owned by the City of Greeley just south of the Plantorium; however, the exact location is unknown. The location shown on **Figure 6** is approximate based on field observations of the City of Greeley's Rectifier. Typical depths of these utilities and their locations with regards to both pipeline alignments are shown in **Sheet 1**. Prior to final design/construction Wenck recommends that utilities are field located and potholed to verify location and depth.

Title work was completed for Eddy Lane, the Hyde Living Trust property and Ed Stoner's property following field survey. Easement information from the title commitments was used to create a base map for the proposed pipeline alignment (**Attachment A**). It should be noted that (1) the 20-foot-wide sewer line easement on the Hyde property was not included in the title commitments; however, King Surveyors had previously mapped this easement and provided it to Wenck and (2) the record boundary for Parcel No. 9832100005 (Hyde Living Trust) per the legal descriptions do not close by nearly 10 feet. Therefore, King Surveyors adjusted the boundary lines in the base map to best fit the legal description. Section lines were surveyed by King Surveyors for a previous project.

Based on the base map, the north/south 20-foot sanitary sewer easement and the 50-foot City of Greeley east/west water pipeline easement were confirmed. Within the City of Greeley water pipeline easement is a 20-foot ingress and egress easement. Additional easements running alongside Eddy Lane were also identified such as a 20-foot Larimer County drainage easement outside the Eddy Lane access and utility easement and a 10-foot public service utility easement within the Eddy Lane access and utility easement. Additional easements outside of the proposed pipeline alignment identified by the title commitments are also shown in **Figure 6** and **Figure 7**.

While the pipeline alignment does cross a conservation easement on Ed Stoner's property, we believe that by staying within the existing waterline easement, this will not pose any obstacles to construction. The lift station would be constructed at the location shown in **Figure 6**, outside of the conservation easement. Additionally, North Weld has expressed interest in boring under the Poudre Ditch to avoid conflict with the owners. This has been reflected in the cost estimate in **Section 3.5**.

April 19, 2023
Mr. Eric Reckentine, District Manager
Page 11 of 13

Reference: Easements for Concept Pipeline Alignment #1

Attachment B 20230328 LRM Knox PhoneCallExhibitsDiscussed.pdf

Design: ATR 20230328 LRM Knox

Recorded Plat - 2023.02.08.pdf
 From: Stephanie Fancher-English <stephanie@irmconcrete.com>
 Sent: Thursday, March 16, 2023 10:36 AM

Loveland Ready Mix (2nd Phase) Boundary Line Adjustment, #22-LAND4290



Lot Area Summary

Lot #	Area (sq ft)
Lot 1	11,800
Lot 2	11,100
Lot 3	11,111
Lot 4	11,100

Lot Dimensions

Lot #	Side 1 (Bearing & Distance)	Side 2 (Bearing & Distance)	Side 3 (Bearing & Distance)	Side 4 (Bearing & Distance)
1	N 89°12'30" E 111.11' W	S 89°12'30" E 111.11' W	S 0°0'0" E 111.11' W	N 89°12'30" W 111.11' E
2	N 89°12'30" E 111.11' W	S 89°12'30" E 111.11' W	S 0°0'0" E 111.11' W	N 89°12'30" W 111.11' E
3	N 89°12'30" E 111.11' W	S 89°12'30" E 111.11' W	S 0°0'0" E 111.11' W	N 89°12'30" W 111.11' E
4	N 89°12'30" E 111.11' W	S 89°12'30" E 111.11' W	S 0°0'0" E 111.11' W	N 89°12'30" W 111.11' E

- LEGEND:**
- Existing Survey Points
 - Proposed Survey Points
 - Proposed 10' Easement
 - Proposed 5' Easement
 - Proposed 2' Easement
 - Proposed 1' Easement
 - Proposed 0.5' Easement
 - Proposed 0.25' Easement
 - Proposed 0.125' Easement
 - Proposed 0.0625' Easement
 - Proposed 0.03125' Easement
 - Proposed 0.015625' Easement
 - Proposed 0.0078125' Easement
 - Proposed 0.00390625' Easement
 - Proposed 0.001953125' Easement
 - Proposed 0.0009765625' Easement
 - Proposed 0.00048828125' Easement
 - Proposed 0.000244140625' Easement
 - Proposed 0.0001220703125' Easement
 - Proposed 0.00006103515625' Easement
 - Proposed 0.000030517578125' Easement
 - Proposed 0.0000152587890625' Easement
 - Proposed 0.00000762939453125' Easement
 - Proposed 0.000003814697265625' Easement
 - Proposed 0.0000019073486328125' Easement
 - Proposed 0.00000095367431640625' Easement
 - Proposed 0.000000476837158203125' Easement
 - Proposed 0.0000002384185791015625' Easement
 - Proposed 0.00000011920928955078125' Easement
 - Proposed 0.000000059604644775390625' Easement
 - Proposed 0.0000000298023223876953125' Easement
 - Proposed 0.00000001490116119384765625' Easement
 - Proposed 0.000000007450585596923828125' Easement
 - Proposed 0.0000000037252927984619140625' Easement
 - Proposed 0.00000000186264639923095703125' Easement
 - Proposed 0.000000000931323199615478515625' Easement
 - Proposed 0.0000000004656615998077392578125' Easement
 - Proposed 0.00000000023283079990386962890625' Easement
 - Proposed 0.000000000116415399951934814453125' Easement
 - Proposed 0.000000000058207699975967407171875' Easement
 - Proposed 0.000000000029103849987983703589375' Easement
 - Proposed 0.0000000000145519224949418685196875' Easement
 - Proposed 0.00000000000727596124747093429259375' Easement
 - Proposed 0.0000000000036379806237354671464646875' Easement
 - Proposed 0.00000000000181899031186773182323244375' Easement
 - Proposed 0.000000000000909495155388865911616161875' Easement
 - Proposed 0.000000000000454747577694427955808089375' Easement
 - Proposed 0.0000000000002273737888472137929040446875' Easement
 - Proposed 0.00000000000011368689442360689595473234375' Easement
 - Proposed 0.000000000000056843447180344797977167171875' Easement
 - Proposed 0.000000000000028421723590171998988883589375' Easement
 - Proposed 0.00000000000001421086179755094999442946875' Easement
 - Proposed 0.0000000000000071054308987759997214734375' Easement
 - Proposed 0.00000000000000355251544938799986071716875' Easement
 - Proposed 0.0000000000000017762577246939999303589375' Easement
 - Proposed 0.00000000000000088812886234719996517946875' Easement
 - Proposed 0.00000000000000044406443119499992709734375' Easement
 - Proposed 0.0000000000000002220322155974999635486875' Easement
 - Proposed 0.00000000000000011101610779874999817434375' Easement
 - Proposed 0.000000000000000055508053899374999635486875' Easement
 - Proposed 0.0000000000000000277540269496874999817434375' Easement
 - Proposed 0.000000000000000013877013474834374999635486875' Easement
 - Proposed 0.0000000000000000069385067391671999817434375' Easement
 - Proposed 0.0000000000000000034692533695835999635486875' Easement
 - Proposed 0.00000000000000000173462668479294999817434375' Easement
 - Proposed 0.0000000000000000008673133423964999635486875' Easement
 - Proposed 0.00000000000000000043365667119724999817434375' Easement
 - Proposed 0.000000000000000000216828335598624999635486875' Easement
 - Proposed 0.00000000000000000010841416779871999817434375' Easement
 - Proposed 0.000000000000000000054207083899374999635486875' Easement
 - Proposed 0.0000000000000000000271035419496874999817434375' Easement
 - Proposed 0.000000000000000000013551775974834374999635486875' Easement
 - Proposed 0.0000000000000000000067758879871999817434375' Easement
 - Proposed 0.00000000000000000000338794399374999635486875' Easement
 - Proposed 0.000000000000000000001693971996874999817434375' Easement
 - Proposed 0.000000000000000000000846985998374999635486875' Easement
 - Proposed 0.00000000000000000000042349299917434374999817434375' Easement
 - Proposed 0.0000000000000000000002117464995874999635486875' Easement
 - Proposed 0.00000000000000000000010587324979374999817434375' Easement
 - Proposed 0.000000000000000000000052936624896874999635486875' Easement
 - Proposed 0.000000000000000000000026468312448374999817434375' Easement
 - Proposed 0.000000000000000000000013234156224196874999635486875' Easement
 - Proposed 0.00000000000000000000000661707811209374999817434375' Easement
 - Proposed 0.000000000000000000000003308539056096874999635486875' Easement
 - Proposed 0.000000000000000000000001654269528048374999817434375' Easement
 - Proposed 0.0000000000000000000000008271347640196874999635486875' Easement
 - Proposed 0.0000000000000000000000004135673120096874999817434375' Easement
 - Proposed 0.0000000000000000000000002067836560048374999635486875' Easement
 - Proposed 0.0000000000000000000000001033918280024196874999817434375' Easement
 - Proposed 0.00000000000000000000000005169591400012096874999635486875' Easement
 - Proposed 0.00000000000000000000000002584795700006048374999817434375' Easement
 - Proposed 0.000000000000000000000000012923978500003024196874999635486875' Easement
 - Proposed 0.000000000000000000000000006461989250001512096874999817434375' Easement
 - Proposed 0.000000000000000000000000003230994625000756048374999635486875' Easement
 - Proposed 0.000000000000000000000000001615497312500378024196874999817434375' Easement
 - Proposed 0.0000000000000000000000000008077486562500189012096874999635486875' Easement
 - Proposed 0.0000000000000000000000000004038743281250094506048374999817434375' Easement
 - Proposed 0.000000000000000000000000000201937164062500472524196874999635486875' Easement
 - Proposed 0.000000000000000000000000000100968582031250023626096874999817434375' Easement
 - Proposed 0.0000000000000000000000000000504842910156250011813048374999635486875' Easement
 - Proposed 0.000000000000000000000000000025242145507812500590624196874999817434375' Easement
 - Proposed 0.000000000000000000000000000012621072753906250029531250029531250011813048374999635486875' Easement
 - Proposed 0.00000000000000000000000000000631053637695312500147656250014765625000590624196874999817434375' Easement
 - Proposed 0.00000000000000000000000000000315526818847695312500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000015776340924236953125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.00000000000000000000000000000078881704621184769531250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000003944085230723695312500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000001972042615363769531250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000000986021268184092423695312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000000493010634092423695312500001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000000246505317046211840924236953125000005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.000000000000000000000000000000012325265852307236953125000002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.000000000000000000000000000000006162632926153637695312500000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.00000000000000000000000000000000308131646329261536376953125000000720595703125000007205957031250000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.000000000000000000000000000000001540658231646329261536376953125000000360297851562500000360297851562500000720595703125000007205957031250000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000000007703291164632926153637695312500000180148925785156250000018014892578515625000036029785156250000360297851562500000720595703125000007205957031250000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.0000000000000000000000000000000003851645582316463292615363769531250000009007446289257851562500000900744628925785156250001801489257851562500018014892578515625000036029785156250000360297851562500000720595703125000007205957031250000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.000000000000000000000000000000000192582279116463292615363769531250000004503722644628925785156250000045037226446289257851562500090074462892578515625000900744628925785156250001801489257851562500018014892578515625000036029785156250000360297851562500000720595703125000007205957031250000144119140625000014411914062500002882382812500002882382812500005764765625000057647656250001152945312500001152945312500002305890625000023058906250000461178125000046117812500009228515625000092285156250001845703125000184570312500073828125000369140625000369140625001476562500073828125000738281250029531250011813048374999635486875' Easement
 - Proposed 0.00000000000000000000000000000000009629113958227911646329261536376953125000000225186113223644628925785156250000022518611322364462892578515625000450372264462892578515625000450372264462892578515625000900744628925785156250009007446289257851562500018014892578515625000180148925785156250000360297851562500003602978515625000007205957031250000072059570312500001441191406250000144119140625000028823828125000028823828125000057647656250000576476562500011529453125000011529453125000023058906250000230589062500004611781250000461178125000092285156250000922851562500018457031250001845703125000738281250003691406250003691406250014765625000738281250007

April 19, 2023

Mr. Eric Reckentine, District Manager

Page 12 of 13

Reference: Easements for Concept Pipeline Alignment #1

Attachment C Deed of Easement_Recorded_3_09_2022.pdf

DEED OF EASEMENT

LOVELAND READY-MIX CONCRETE, INC. TO THE CACHE LA POUFRE IRRIGATING DITCH COMPANY

This Deed of Easement ("this Deed") is granted this 3rd day of February, 2022, by Loveland Ready-Mix Concrete, Inc., a Colorado Corporation ("Grantor"), whose address is P.O. Box 299, Loveland, Colorado 80539-0299, to The Cache La Poudre Irrigating Ditch Company, a Colorado mutual irrigation company ("Grantee"), whose address is 106 Elm Avenue, Eaton, Colorado 80615.

RECITALS

- A. Grantor owns certain property located in Larimer County, Colorado, more particularly described on **Exhibit C-1** ("the LRM Property"). Grantee owns and operates a ditch known as the Little Cache La Poudre Ditch ("the Ditch"), along with associated real property, structures and facilities located on both sides of the Ditch pursuant to a prescriptive easement. **Exhibit C-1** shows both the LRM Property and the Ditch.
- B. Grantor desires to grant Grantee a written easement for the operation, maintenance, and repair of the Ditch.

DEED

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants, bargains, sells and conveys to Grantee and its successors and assigns, a perpetual, non-exclusive easement to access the Ditch from W CR 54 G and along the length of the Ditch through the LRM Property for the operation, maintenance, and repair of the Ditch on that portion of the LRM property, shown on **Exhibit C-1** and more particularly described in **Exhibit C-2** ("the Easement Area") subject to the terms and conditions contained in this Deed. Grantor, for itself, its successors and assigns, covenants and agrees that it shall and will warrant and defend title to the Easement Area in the quiet and peaceable possession of Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, excepting those matters of record.
2. **Scope of Easement.** Grantee's use of the Easement Area shall be dominant within the Easement Area. Grantee shall have the rights and privileges that are necessary or incidental to the reasonable and proper use of the Easement Area for accessing the Ditch from W CR 54 G and the operation, maintenance, and repair of the Ditch and the right and ability to take all actions that are necessary to achieve and maintain the current carrying capacity in the Ditch.

3. **Maintenance of Easement Area.** Grantee shall maintain the Ditch and the Easement Area. Grantor may not place any fence, gates, or other structures on the Easement Area without approval from Grantee provided that Grantee's approval may not be unreasonably withheld.

4. **Vehicular Access on the LRM Property.** Subject to the rights of the Grantee to operate, maintain, and repair the Ditch as set forth in Paragraph 2 above, in the development of the LRM Property, Grantor may build access roads that cross the Easement Area and the Ditch, subject to prior approval by the Grantee, which prior approval shall not be unreasonably withheld. Grantor may construct an all-weather access road thereon. Grantor's use of such access is intended to be for private truck traffic, employees, Grantor's consultants, and for emergency vehicular access to and from W CR 54 G to the LRM Property; and no general public vehicular access is to be allowed. Grantor assumes the responsibility for all maintenance and repair resulting from such vehicular access.

4.1 Indemnification.

4.1.1 By virtue of acceptance of this Deed of Easement, Grantee assumes no liability for the construction, operation, or use of the vehicular access roads constructed within the Easement Area

4.1.2 To the extent of the law or the limits of applicable liability insurance of Grantor, Grantor agrees to indemnify and to hold harmless Grantee from all claims and liability for damage or injury to property or persons arising or caused directly or indirectly by the construction, operation or use of Grantor's access roads

5. **Notices.** All notices and other communications under this Deed shall be in writing. All such notices and communications shall be deemed to have been duly given on the date of service, if delivered and served personally, or served via facsimile (with respect to notices and communications only) on the person to whom notice is given; on the next business day after deposit for overnight delivery by a courier service; or on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, postage prepaid, and properly addressed as follows:

GRANTOR:

Loveland Ready-Mix Concrete, Inc.
PO Box 299
Loveland, CO 80539-0299

GRANTEE:

The Cache La Poudre Irrigating Ditch Company
106 Elm Avenue
Eaton, CO 80615

Persons and addresses to which notices are to be sent may be changed by the same method.

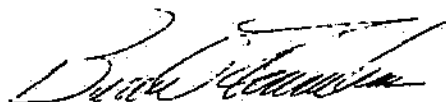
6. **Entire Agreement: Modifications.** This Deed constitutes the entire agreement relating to the subject matter hereof and may not be modified or amended except by written instrument executed by the parties.
7. **Captions for Convenience.** All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Deed.
8. **Exhibits.** All of the exhibits attached hereto are to be incorporated into this Deed by reference and made apart hereof.
9. **Binding Effect.** This Deed shall extend to and be binding upon the parties and their successors and assigns, and the terms and conditions of this Deed shall be construed as covenants running with and binding Grantor's Property and Grantee's Property, and shall be enforceable by any owner of said properties, or any portion thereof, at the time of enforcement. Grantor's obligations hereunder shall terminate (and successor(s) to Grantor's obligations hereunder shall commence) at the time and on the date that Grantor conveys Grantor's interest in the LRM Property to transferee(s) and or a subdivision owners association ("SOA"). Whenever a transfer of ownership of a lot or tract takes place to a bona fide purchase for value, liability of the transferor for breach of the terms of this Deed thereafter terminates, and the Grantor shall be liable only for breach(s) of the terms of this Deed arising prior to the date of conveyance. This paragraph shall apply to any property dedicated to or conveyed to a governmental entity or any other person or entity by Grantor as a public improvement or utility.
10. **Recording.** This Deed shall be recorded in the real property records of Larimer County at the expense of the Grantor.

IN WITNESS WHEREOF Grantor has executed this Deed as of the day and year first above written.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

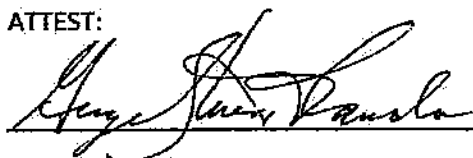
GRANTOR:

LOVELAND READY-MIX CONCRETE, INC.
PO Box 299, Loveland, Colorado 80539-0299



President—Brad Fancher

ATTEST:



Secretary

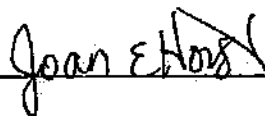
STATE OF Colorado)

COUNTY OF Larimer) ss.

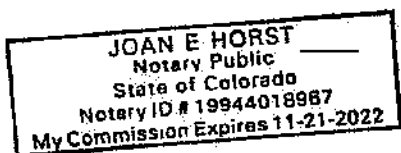
The foregoing was acknowledged before me this 3rd day of February, 2022, by
Brad Fancher, as President of Loveland Ready-Mix Concrete, Inc., as Landowner.

My Commission expires: Nov-21, 2022

Notary Public



SEAL



April 19, 2023

Mr. Eric Reckentline, District Manager

Page 13 of 13

Reference: Easements for Concept Pipeline Alignment #1

Attachment D #33 CLP Agrmt.pdf

AGREEMENT

This Agreement (the "Agreement"), is between **THE CACHE LA POUFRE IRRIGATING DITCH COMPANY**, a Colorado mutual irrigation company ("Ditch Company") and **LOVELAND READY-MIX CONCRETE, INC.** 644 Namaqua Avenue Loveland, Colorado 80537 ("Landowner"), and is upon the following terms:

1. Land Ownership. Landowner is the owner of all of the property known as Loveland Ready-Mix's Knox Pit at their LaPorte Operation. The Knox Pit property ("Development") consists of Larimer County, Colorado Assessor's parcel numbers 9828300001, 9828000014, 9828000013, 9828000012, 9828300020, 9828300017, and 9828300021, situated in the Southwest Quarter of Section 28, Township 8 North, Range 69 West of the 6th P.M. **Exhibit A** describes the boundary of the Development. Landowner represents and warrants that Landowner is, on the date of execution of this Agreement, the sole owner of the Development. Landowner has no lien(s) against the Development.

2. Background and Purpose. Landowner desires to obtain approval of the Ditch Company for certain matters required by the County of Larimer, Colorado, relating to the conditional approval of the plat of the Development. The parties acknowledge that valuable consideration exists for this Agreement among the parties. Landowner shall promptly reimburse or pay directly all of the Ditch Company's engineering and legal expenses incurred in the negotiation, administration and effectuation of this Agreement. Landowner agrees to pay all of the other fees and expenses provided for in this Agreement.

3. Ownership of Ditch Company Property Rights. The Ditch Company is the owner of that certain irrigation canal and ditch system known as the Cache La Poudre Irrigating Ditch (a.k.a. the Little Cache Ditch or the "Ditch"), and has a prescriptive easement and right-of-way for said Ditch and appurtenant facilities. The approximate location of the Ditch as it traverses the Development is shown in **Exhibit B**. Landowner recognizes and confirms said ownership of the Ditch Company. Landowner agrees to convey an easement to Ditch Company in the form of **Exhibit C** attached hereto to expressly convey to the Ditch Company an easement for the Ditch and appurtenant facilities within the Development. The easement shall be recorded at the expense of the Landowner along with this Agreement. Landowner grants and confirms to the Ditch Company an easement for the Ditch and appurtenant facilities as shown on the recorded survey plat of the Ditch Company's system together with rights of ingress and egress for Ditch Company purposes over and across the Development. The width of the ditch easement is approximately eighty-five feet, being twenty-five feet, more or less, on each side of the ditch bank crest.

4. Reservation of rights. Landowner hereby reserves the right to use the surface and subsurface area of the Ditch Easement Property that does not interfere with the Ditch Company rights granted in the Easement. Crossings, including the Facilities described in Section 9.01 below, by Landowner, subsequent owners of the Development, or other third parties under or over the Ditch shall be approved by the Ditch Company and nothing in this Agreement shall preapprove any

such crossings. The Ditch Company's approval of such crossings, including the Facilities, shall not be unreasonably withheld.

5. Drainage.

5.01 In accordance with Section 6.04, there shall be no change made in the flow rate, volume, amount or type of drainage into or out of the Ditch as a result of the Development. The Ditch banks are the high point of the Development and Landowner has no approval from the Ditch Company to discharge water to the Ditch (Exhibit D-1: Pre-Mining Stormwater Drainage Pattern). Landowner must present any plans or change in plans to discharge water into the Ditch to the Ditch Company, and the Ditch Company has the right to accept, reject, or require changes to the plans and proposed changes.

5.02 Landowner, nor its successors or assigns, shall not cause, suffer or permit any hazardous material, pollutant or other foreign material to be deposited or discharged from or through the Development into the Ditch or the water carried within the Ditch. Any person, including Landowner, having knowledge of such deposit or discharge shall immediately notify the appropriate governmental agencies and Ditch Company of any potential or actual such deposit or discharge by any person.

6. Plat or Covenant Notes. The following notes shall be inserted by the Landowner onto the perpetual covenants that run with the title to the Development:

6.01. The Ditch Company has an easement for its Ditch ("Ditch Easement") and has the authority to cut and remove trees within said Ditch Easement and it is acknowledged by the Landowner that the Ditch Company may, but does not have an obligation to, remove any and all such trees within the Ditch Easement. The Landowner acknowledges that successor owners may not plant or otherwise landscape the Ditch Easement, or otherwise interfere with the Ditch Easement or frustrate the purposes of such Easement. The Ditch Company also has the authority to install and maintain a road along each Ditch bank for its purposes.

6.02. The Landowner may not place any fence within or across the Ditch Easement; and Landowner shall not to install any gates or fences within the Ditch Easement without the prior written approval of the Ditch Company. Any fences approved by the Ditch Company along or across the Ditch Easement must be fireproof and stock-proof to prevent damage by ditch cleaning by burning, humans and livestock and other sources to the Ditch. There will not be permitted any livestock watering in the Ditch. There will not be permitted any pumps in the Ditch. Cattle guards instead of gates should be utilized.

6.03. The Landowners acknowledge and understand that there may be subsurface waters that arise in the area of this Development, and that portions of the property may receive significant amounts of subsurface water that is very near to the surface, or resides on the surface. Due to this, the utility of certain portions of the property for construction of structures could potentially be unavailable or impracticable. The Ditch Company has no requirement to alter its operations to mitigate such effects. Ditches may overflow and flood adjoining property and improvements. Property owners shall be solely responsible for all water that overflows the Ditch and the Ditch Company shall not be liable for damage caused to any property or improvements due to water overflowing the ditch or due to seepage from the Ditch.

6.04. The Ditch Company and Landowner acknowledge that mine dewatering on the

property can increase subsurface drainage loss from the Ditch in amounts above historical norms (Exhibit D-2). Therefore, prior to mining, Landowner will provide design documents for clay-lining the Ditch through the Knox Pit Property that meets an effective 1×10^{-6} cm/sec saturated hydraulic conductivity ("Clay Liner"). Once approved by the Ditch Company, and for which approval shall not be unreasonably withheld, Landowner will complete construction of the Clay Liner in the Ditch prior to any mining activity on the property. At any time during mining or anytime thereafter, should the Clay Liner fail to meet the standard for hydraulic conductivity described above, then Landowner or its successors, heirs, or assigns shall make such repairs to the Ditch Liner such that it again meets the hydraulic conductivity standard. If the Ditch Company suspects abnormal and unacceptable ditch loss, they will alert the Landowner, who will (within 3 days) measure ditch flow where the ditch enters and exits the property. Landowner will provide an interim plan to Ditch Company, for their approval, to reduce water loss from the Ditch (e.g., return dewatering water at the same rate as the loss to the ditch, pipe the ditch). Landowner will line mine pits (Department of Reclamation and Mine Safety Permit Number: M-2017-036) on either side of the Ditch at closure so that losses will be less than prior to mining (Exhibit D-2). Pits closest to the Ditch shall be prioritized for lining and reclamation of slopes, and lining and reclamation activities at such pits shall occur as soon as practicable prior to or upon completion of mining so as to mitigate losses from the Ditch. No activities will occur in the Ditch by the Landowner without prior written consent of the Ditch Company.

6.05. The Landowner shall maintain the irrigation and drainage patterns existing on the date of recording of the plat so that the quality of water entering the Ditch is maintained, and so that there is no change in rate, amount, point or type of drainage into the Ditch that will occur (Exhibit D-3). The Landowner shall monitor and identify any pollutants or other hazardous materials that enter the Ditch and should agree to stop any such deposit in the ditch system.

6.06. The Landowner acknowledges that: 1) No livestock watering, swimming, tubing, canoeing or other use of the Ditch or water in the Ditch is allowed; 2) No dumping of refuse, including but not limited to household garbage, waste materials, grass clippings, tree and shrub pruning debris, motor oil, chemicals, pesticides or herbicides is allowed; 3) No use of the Ditch Easement for hiking, biking, horseback, motorcycle, off road vehicles or other motorized or non-motorized vehicle shall be allowed.

6.07. No crossings of the Ditch are permitted without the prior written consent of the Ditch Company and compliance with the rules, regulations and requirements of the Ditch Company except for the bridges already approved through separate agreements (Section 9.01.01).

7. Miscellaneous

7.01 Attorney Fees, Law and Venue. In any action brought by the Ditch Company to enforce the provisions hereof, whether legal or equitable, and/or in any action involving Ditch Company and Landowner or any successor of Landowner whether to enforce the provisions of this Agreement or otherwise, the Ditch Company shall be entitled to reasonable attorneys' fees as fixed by the court. This Agreement shall be construed under the law of the State of Colorado. Venue for all actions shall be in the District Court of the Larimer County.

7.02 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

7.03 Successors and Assigns. The terms, covenants, and conditions herein contained shall be

binding upon and inure to the benefit of the successors and assigns of Landowner and the Ditch Company. Landowner's obligations hereunder shall terminate [and the successor(s) to Landowner shall arise] on the date that Landowner conveys all of Landowner's interest in the Development to transferee(s). Notwithstanding such transfer, if during the time the Development is being actively mined, seepage from the Ditch increases from those levels that existed prior to pre-dewatering of the pits in the Development, as measured by Ditch Company in October of 2017, then Landowner shall remain obligated to mitigate the effects of such increased seepage from the Ditch despite any transfer of title to the Development. This paragraph shall apply to any property dedicated to or conveyed to a governmental entity or any other person or entity by Landowner as a public improvement or utility. All amounts due by Landowner to the Ditch Company or to its stockholders, or otherwise under the Agreement shall be assessed against the Development under the terms of the covenants applicable to the Development; and the lien for such assessment against the Development shall inure to the benefit of the Ditch Company and its stockholders for any amount due under the terms of the Agreement or otherwise. Such lien may be foreclosed against the Development, or any portion thereof, by the Ditch Company or its stockholders as provided in the covenants applicable to the Development. The provisions hereof shall constitute covenants running with the land, burdening and benefiting each and every part of the properties and every interest therein. In addition, the provisions hereof shall be enforceable in equity as equitable servitudes upon the land and as covenants in an agreement between owners. This Agreement affects the property and title of the Development, and this Agreement shall be recorded at the expense of Landowner, and after recording, the terms, conditions and covenants of this Agreement shall become a covenant running with the land of the Development. This Agreement shall constitute a benefit and burden on the Development and this Agreement shall be enforceable by the Ditch Company or any of its shareholders, or both the Ditch Company and any of its shareholders.

7.04 Construction, Waiver, Gender, Time of Essence. The provisions hereof shall be liberally construed to effectuate their purpose of creating a uniform plan for the development and operation of the Development. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof. Whenever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders. Time is of the essence of this Agreement.

8. Liability and Indemnification.

8.01 Landowner and Landowner's successors and assigns, hereby specifically waive and release all known or unknown Claims, damages, rights of indemnity, rights of contribution or other rights of any kind or nature for claims, damages, actions, judgments or executions that have arisen or may arise out of the maintenance, operation or use of the Ditch and easement, including, but not limited to: flooding due to overflow or breach of the Ditch Company's ditch; washing or erosion of the ditch bank; cleaning of the ditch and easement by any means including but not limited to burning or chemical means; and excavation of the ditch and storage of residue.

8.02 As used in this Agreement, the term "Claims" means: (1) losses, liabilities, and expenses of any sort, including attorneys' fees; (2) fines and penalties; (3) environmental costs, including, but not limited to, investigation, removal, remedial, and restoration costs, and consultant and other fees and expenses; and (4) any and all other costs or expenses.

8.03 As used in this Agreement, the term "Injury" means: (1) death, personal injury, or property damage; (2) loss of profits or other economic injury; (3) disease or actual or threatened

health effect; and (4) any consequential or other damages.

8.04 Landowner covenants and agrees to at all times protect, indemnify, hold harmless, and defend the Ditch Company, its directors, officers, stockholders, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims arising from, alleged to arise from, or related to any Injury allegedly or actually occurring, imposed as a result of, arising from, or related to: (1) this Agreement; (2) the construction, existence, maintenance, operation, repair, inspection, removal, replacement, or relocation of the Facilities described in Section 9 on or adjacent to the Easement; or (3) Landowner's or any other person's presence at the Development as a result of or related to this Agreement.

8.05 Landowner's duty to protect, indemnify, hold harmless, and defend hereunder shall apply to any and all Claims and Injury, including, but not limited to:

- (1) Claims asserted by any person or entity, including, but not limited to, employees of Landowner or its contractors, subcontractors, or their employees;
- (2) Claims arising from, or alleged to be arising in any way from, the existence at or near the Development of water or the ditch or other associated facilities; or
- (3) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Landowner or its sub lessees, invitees, agents, members, or employees.

8.06 Landowner shall maintain adequate liability insurance with standard waiver of subrogation endorsement to insure the risks undertaken as a part of this Agreement in an amount not less than one million dollars or such other amount set from time to time by the Ditch Company naming the Ditch Company and the other indemnified parties as additional insureds. A certificate of such insurance shall be produced by the Landowner upon request by the Ditch Company.

8.07 To the maximum extent permitted by law and subject to Section 7 of this Agreement, the Ditch Company hereby covenants to indemnify, save, and hold harmless the Landowner from any and all claims, causes of action, costs, and attorney's fees to the extent arising from any negligent act or omission of the Ditch Company, its agents, and public and private users and invitees occurring within the Ditch or arising out of the Easement.

9. Authorized Crossings of Ditch.

9.01 Permitted Facilities.

9.01.01 Bridges. Existing bridges were upgraded under a separate agreement between Landowner and Ditch Company dated March 25, 2019 and filed with Larimer County, reception number 20190029391. If Landowner is otherwise in full compliance with the terms of the Agreement, Landowner, at its sole expense, shall be allowed to maintain and upgrade the two main access bridges across Ditch at any time with prior notification of the Ditch Company, provided such upgrades do not interfere with the Ditch Company's operations. Exhibit D-4 shows location of two main access bridges and 5 existing farm bridges. LRM agrees to remove the 5 existing farm bridges at the request of the Ditch Company.

9.01.02 Natural Gas Lines

Landowner plans to receive natural gas from Xcel natural gas pipeline to the south of the site. Landowner plans to cross the Ditch with one natural gas line on the main access bridge. The gas service will be underground through a 2-inch pipe and stub up at the south side of the

bridge. It will be supported with Unistrut and strut straps on the bridge and then stub back underground at the north end of the bridge. A qualified gas pipe contractor will install the gas line. (Exhibit D-4)

9.01.03 Electrical Power Lines

Landowner plans to receive electrical power to the batch plant from Xcel Energy. Landowner plans to cross the Ditch with the primary power cable on the main access bridge. The electric line will run underground to the bridge. A 3 pole, 3 phase, 3 tap PMH-3 tap box will be placed on either side of the bridge. The power line will span between the tap boxes through a 4-inch PVC schedule 80 conduit with Unistrut and strut straps on the bridge. Location of tap boxes will be coordinated with the Ditch Company so as not to impede Ditch operations and maintenance (Exhibit D-4).

9.01.04 Potable Water Lines. Landowner plans to parallel the Ditch easement with potable water lines from West Fort Collins Water District as shown in the Development Construction Plan Drawings and Exhibit D-4. While not in the Ditch easement, the water line and associated trench has the potential to increase Ditch seepage. Landowner will install concrete or clay cutoffs every 500' in the potable water line trench to limit the seepage pathway.

9.01.05 Gravel Conveyor. In order to mine the south side of the site, Landowner plans to convey mined material to its batch plant on the north side of the property utilizing a moveable conveyor. The conveyor will cross the ditch as shown in Exhibit D-2 and be a minimum of 12 vertical feet above the Ditch and Ditch access road(s) to maintain access for Ditch maintenance and operations. When crossing the Ditch, a rock shield placed beneath the conveyor will ensure no materials enter the Ditch. The conveyor crossing will also carry temporary electrical lines and water pipelines in its sub-structure. The electrical lines will power crushers and other equipment on the south side of the site, while water pipelines will carry dewatering water from the south mining areas to the water management pond.

9.02 Landowner shall indemnify and hold Ditch Company harmless from any liability of whatsoever nature whether by way of tort, contract or statutory lien rights arising as a result of any activities undertaken by Landowner under the provision of the Agreement. Any and all damage, injury or loss suffered by Ditch Company as a result of any faulty engineering, materials or construction of the Facility, and any necessary costs for repair or replacement of such Facilities, shall be accomplished promptly at the sole expense of Landowner. In addition to any other remedies that the Ditch Company or its stockholders may have under law, Landowner shall be responsible for payment of all consequential damages to the Ditch Company or its stockholders, or both, in the event of a breach of this Agreement by Landowner.

9.03 Ditch Company shall have the right (but not the duty) at all times during any construction or other activities on or near the Ditch to inspect the Facilities under construction. The Ditch Company shall have the right to order a cessation of work on any part of the construction that is not in accordance with the plans or that may threaten the Ditch or its facilities from normal operation.

9.04 Landowner shall make, execute and deliver to Ditch Company a deed, on the form as shown on Exhibit C, which shall grant to Ditch Company a perpetual, non-exclusive easement over and across Landowner's Property, for the purposes of ingress and egress to and from the Ditch off of CR 54 G for maintenance, operation and use of the Ditch or other Ditch Company facilities on Landowner's property.

9.05 Landowner shall undertake and perform all maintenance of the Facilities installed by

Landowner on, over, or under the Ditch.

9.06 In the event Landowner fails to properly repair or maintain the Facility or its appurtenant facilities on the easement or in the Ditch as set forth above, then Landowner shall be in default under the Agreement, and in addition to any other remedy available under the Agreement or under law, the Ditch Company shall have the right to so notify the Landowner in writing. Said notice shall be given by first class mailed at the last known address of the Landowner. Said notice shall be deemed received three days after deposit in the U.S. Mails. In the event proper maintenance has not been commenced within thirty days after its receipt of such notice or, once commenced, is not diligently pursued until completion, Ditch Company may perform or have a third person perform the required repairs or maintenance. The actual costs incurred by Ditch Company for such repair or maintenance shall be paid by Landowner to Ditch Company or to the third person upon demand.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the 3rd day of February, 2022 even though the parties may sign the Agreement on a different date.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

THE CACHE LA POUFRE IRRIGATING
DITCH COMPANY, a Colorado mutual
irrigation company

By: [Signature]
President—Dan Haythorn

STATE OF COLORADO)
) *WELD*) ss.
COUNTY OF LARIMER)

The foregoing was acknowledged before me this 4th day of March, 2022, by Dan Haythorn, as President of The Cache la Poudre Irrigating Ditch Company, a Colorado mutual irrigation company.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 8/15/2025

AUTUMN L PENFOLD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014022034
MY COMMISSION EXPIRES AUGUST 15, 2025

EXHIBIT "A"
Description Exhibit

Description - Overall:

A parcel of land situated in the Southwest 1/4 of Section 28, Township 8 North, Range 69 West of the 6th P.M., Larimer County, State of Colorado, being more particularly described as follows:

Considering the South line of the Southwest 1/4 of Section 28, Township 8 North, Range 69 West of the 6th P.M., Larimer County, State of Colorado as bearing N 89°47'35" with all bearings herein relative thereto.

COMMENCE at the Southwest Corner of Section 28, Township 8 North, Range 69 West of the 6th P.M., Larimer County, State of Colorado;
thence N 00°28'38" E for a distance of 50.00 feet along the West line of the Southwest 1/4, of said Section 28 to the POINT OF BEGINNING;
thence continue N 00°28'38" E for a distance of 2596.39 feet along said West line to the Northwest corner of said Southwest 1/4, aka the West 1/4 Corner of Section 28;
thence S 89°43'49" E for a distance of 1154.76 feet along the North line of said Southwest 1/4;
thence S 00°32'37" W for a distance of 0.55 feet;
thence S 89°44'28" E for a distance of 490.46 feet;
thence S 89° 4 7'06" E for a distance of 495. 00 feet;
thence S 00°30'56" W for a distance of 2594.07 feet to the aforesaid North right of way line of County Road 54G;
thence N 89°47'35" W for a distance of 852.94 feet along said North right of way line;
thence N 00°50'35" E for a distance of 282.28 feet;
thence S 89°31'45" W for a distance of 135.28 feet;
thence S 00°32'37" W for a distance of 280.67 feet to said North right of way line of County Road 54;
thence N 89' 47'35" W for a distance of 1151.77 feet along said North right of way line to the Point of Beginning.

Containing 126.580 acres more or less.

Written by M. Bryan Short, Colorado PLS 32444

NOTICE:



PointCare Professional Services
Technology Design, Implementation, Project Management & Support

Connecting Point Project Summary

Server and Switching Replacement

Presented To:



May 2023

Project Summary: Server Replacement & Switch update

Project Concept: The current GIS system is going to be replaced. This will require an upgrade to the existing GIS servers to a fully supported operating system. These servers will be created virtually on the existing VMware host and the current ones will be removed.

Proposed Deliverables

- Decommission existing GIS VMs
- Install new Windows OS VM and apply all necessary Windows Updates
- Clone new VM to 2 additional VMs
- Setup AV, management and backup for new VMs
- Setup VMs in DMZ network with open ports based on ArcGIS software requirements
- Install existing wildcard SSL certificate onto new servers for secure web access (ArcGIS WebAdaptor)
- Install SQL Express and SQL Management Studio on DB server
- Create DNS hostname records as provided by Client (2)
- Provide remote access to Vendor and assist in migration (1 HR)
- Remove old GIS database components from NWCWD-APP1 once data is migrated to new VMs (?)

Project Assumptions

- Resource sizing of the new VMs are based on ArcGIS requirements and existing servers. Some unknowns, including degree of increase in resource usage on new system, GIS Datastore types (some of which ArcGIS requirements suggest may require large amounts additional memory/disk space), may require additional resources. Some additional CPU/Memory/Disk space is available on the ESX host for assignment in required.
- It is assumed that the existing database is utilizing SQL Express, and the new instance will not have issue with the performance limitations of Express and will continue to use that version. Licensing for the Standard would be required to provide additional performance of the SQL database.
- The existing GIS databases is on NWCWD-APP1. If the database exists elsewhere, additional adjustments may be needed.
- The existing wildcard certificate can be acquired and installed on the new GIS servers. This also assumes that the client will provide the required DNS names (2) that will be used for the new system so they can be added in DNS.
- The new GIS system will be installed with all VMs in single, isolated subnet. This will protect all other NWCWD systems from potential compromise via the GIS systems. The systems will not be specifically isolated from each other, and it is assumed that this additional risk (Test being used to compromise Production) is not high enough to justify the additional technical work needed for full isolation.
- It is assumed that external (non-NWCWD) users will be accessing the GIS systems. To properly license for this scenario, Microsoft requires an External Connector
- We have assumed that only a limited number of NWCWD users will need to access the GIS systems. We guesstimated 4 users and have included the CALs for those users. This number can be adjusted to the actual number of NWCWD users who will access the GIS system. Alternatively, these licenses can be shared with other systems, and purchasing the newer licenses for all users now may mean they would not need to be purchased at the next server upgrade.
- We assume that the migration from the old GIS systems to the new systems will be complete in a fixed timeframe (a couple of weeks). This will allow time for scheduling of resources to decommission the old GIS systems.

Solution Pricing

Software			
Qty	Description	Unit Sell	Extended Sell
4	Windows Server 2022 Standard - 16 Core License Pack (Perpetual) [Commercial]	\$ 1,247.00	\$ 4,988.00
4	Windows Server 2022 - 1 User CAL (Perpetual) [Commercial]	\$ 54.00	\$ 216.00
1	Windows Server 2022 External Connector (Perpetual) [Commercial]	\$ 2,591.00	\$ 2,591.00
Total			\$ 7,795.00

Project Summary Info	
Connecting Point Professional Services	\$ 5,835.00
Misc BoM Items	\$ 7,795.00
Total	\$ 13,630.00

Solution Pricing

- Microsoft Licensing\$7,795.00
- Connecting Point Professional Services\$5,835.00
- **Total\$13,630.00**

***Upon acceptance of this proposal a deposit of 33% is required to initiate equipment ordering and project scheduling. The remaining balance plus applicable taxes is due (net 30) upon receipt of the equipment by either Connecting Point (for project staging) or the client, or upon the start of project work.

Billing & Payment Terms

Client will be billed for all associated project costs (labor & materials) two weeks in advance of the start of the project which will be due Net 30. Client has the right to hold up to 10 percent of the total cost of the project until formal project close.

Acknowledgement

I have read this Project Summary in its entirety and agree to its scope, as well as the Connecting Point approach. I understand that the pricing listed is a FINAL PROPOSAL. I authorize Connecting Point to deliver product and services and to provide an invoice for these services as established in this Project Summary. I have the authority to authorize these services and payment and will provide payment to Connecting Point based upon the agreed payment terms. I understand that a signature below indicates proposal acceptance.

Signed: Eric Reckentine Date: _____

Printed Name: Eric Reckentine General Manager

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This FIRST AMENDMENT, effective the 7th day of June, 2023 by and between the East Larimer County Water District, and the North Weld County Water District, acting jointly and severally and collectively as further defined in an Intergovernmental Agreement (IGA) dated June 14, 2021, hereinafter called "OWNER" (each being a quasi-municipal corporation and political subdivision of the State of Colorado) and Providence Infrastructure Consultants, Inc. a Colorado corporation, hereinafter called "CONSULTANT",witnesseth that,

WHEREAS, the OWNER and the CONSULTANT previously entered into an Agreement for Professional Services as of the 15th day of November, 2022, ("EXISTING AGREEMENT") whereby CONSULTANT agreed to perform professional services for a project known and described as the NEWT 3 WATER PIPELINE PROJECT, hereinafter called the "PROJECT"; and

WHEREAS, the parties desire to amend the EXISTING AGREEMENT as herein below provided.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the mutual receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Engineering Services During Construction: The EXISTING AGREEMENT is hereby amended to include services from the CONSULTANT in the manner set forth in the attached Amendment Summary Memorandum and the scope of work for Engineering Services During Construction from the CONSULTANT, dated June 07, 2022, attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference.

This FIRST AMENDMENT will be deemed a part of, and be subject to, all terms and conditions of the EXISTING AGREEMENT. Except as modified above, the EXISTING AGREEMENT will remain in full force and effect.

Exhibit A: Amendment Summary Memo

Exhibit B: June 07, 2023, PIC Engineering Services During Construction Scope of Work

[SEPARATE SIGNATURE PAGE]

**First Amendment to Agreement for Professional Service
NEWT 3 WATER PIPELINE PROJECT**

In witness thereof, CONSULTANT and OWNER hereby execute this FIRST AMENDMENT.

OWNER: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado:

OWNER: NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado:

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONSULTANT:

Providence Infrastructure Consultants, Inc.

Signature _____

Name: _____

Title: _____

Date: _____

**First Amendment to Agreement for Professional Service
NEWT 3 WATER PIPELINE PROJECT**

Exhibit A

Amendment Summary Memorandum



FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES SUPPORTING SUMMARY MEMO

DATE: June 07, 2023
TO: Randy Siddens, P.E.
District Engineer
East Larimer County Water District
Eric Reckentine
General Manager
North Weld County Water District
FROM: Andrew West – Ditesco
RE: NEWT Pipeline Project, Phase 3
First Amendment to Providence Infrastructure Consultant's Agreement for Professional Services

The information shown below summarizes items contained within the First Amendment to the Professional Services Agreement for the NEWT Pipeline Project, Phase 3, between East Larimer County Water District and North Weld County Water District (The Districts) and Providence Infrastructure Consultants, Inc. (PIC) dated November 15th, 2022.

Reason for Change

This amendment formally adds Services During Construction to the scope of work for the Professional Services Agreement between the Districts and PIC.

Description of Change

The services included in this amendment include seven Phase 5 tasks from PIC's Engineering Services During Construction (SDC) scope of work. The tasks included are described as follows:

- Task No. 5000:** Project Management, Coordination, and Invoicing
- Task No. 5100:** Weekly Construction Meetings
- Task No. 5200:** Contractor Shop Drawing and Submittal Reviews
- Task No. 5300:** Request for Information Responses
- Task No. 5400:** Engineering Supplemental Information
- Task No. 5500:** Field Visits
- Task No. 5600:** Record Drawings

Each task is further described in **Exhibit B**.

Change in Contract Amount

This Amendment shall include an increase to the original Contract value of \$150,203.00 (One-hundred fifty thousand, two-hundred three dollars and zero cents). The adjusted Contract value is summarized below:

Original Contract Cost:	\$658,947.00
Total Approved Amendments:	\$0.00
Total Pending Amendments:	\$0.00
Total This Amendment:	\$150,203.00
Total % Of Original Contract, This Amendment:	23%
Total % Of Original Contract, All Amendments:	23%
Adjusted Contract Cost:	\$809,150.00

Change in Contract Time:

No change in contract time.

**First Amendment to Agreement for Professional Service
NEWT 3 WATER PIPELINE PROJECT**

Exhibit B

Consultant's Scope of Work

EXHIBIT B.1
SCOPE OF WORK
NEWT 3 PIPELINE PROJECT
ENGINEERING SERVICES DURING CONSTRUCTION
JUNE 2023

INTRODUCTION / OVERVIEW

This document covers the Scope of Work (Scope) for Providence Infrastructure Consultants (PIC) to provide engineering services during the construction of the 3rd Phase of the **N**orth Weld County Water District and **E**ast Larimer Water District **W**ater **T**ransmission Pipeline Project (Project). Once complete, the Project will allow the North Weld County and East Larimer County Water Districts (Districts) to convey additional water from the Solider Canyon Filter Plant to their respective distribution systems. This Scope describes the efforts and assumptions associated with PIC supporting the construction of the Project's Work Package No. 2 which involves:

- 1) The installation of approximately 5.5 miles of 42-inch diameter welded steel water transmission pipe and associated appurtenances (air release valves, isolation valves, and blow offs) between Timberline Road in Fort Collins and County Line Road.
- 2) Two trenchless (tunneled) crossings of a Burlington Northern & Santa Fe Railroad and Interstate 25.
- 3) The installation of three (3) flow metering and control vaults including electrical, instrumentation, and controls improvements.

Services under this amendment specifically exclude support of Work Package No. 1 construction which has been completed and involved the trenchless (tunneled) installation of a casing pipe under Timberline Road in Fort Collins.

PIC services covered by this Amendment involve:

- 1) Weekly Construction Meeting Attendance and Participation
- 2) Contractor Submittal and Shop Drawing Reviews
- 3) Request for Information (RFI) Responses
- 4) Engineering Supplemental Information (ESI) Development
- 5) Construction Site Visits
- 6) Record Drawing Preparation

A detailed description of these services is included below. Work under this amendment will be organized and tracked as Phase 5 Services.

PHASE 5 – SERVICES DURING CONSTRUCTION

TASK 5000 – PROJECT MANAGEMENT, COORDINATION, AND INVOICING

PIC will support coordination and communications during the Project's construction phase. While these coordination activities are difficult to precisely define, they will generally involve phone, email, and written communications with Ditesco, PIC's staff, and select outside entities.

In addition to project management and coordination, PIC will prepare and submit to Ditesco construction phase monthly invoices and a supporting monthly progress summaries similar to the design phase. For Task 5000, PIC's efforts are based on the following:

- 1) Management and coordination will not require more than two (2) hours of staff time per week over the Project's scheduled construction phase duration (12 months, 52 weeks, 7/3/2023 – 7/1/2024).
- 2) All of PIC's construction phase coordination will be with the Districts' Construction Manager. PIC will have no direct coordination with the Construction Contractor or any other outside entities.
- 3) Invoicing will not require more than two (2) hours of staff time per month throughout the project's construction phase duration (12 months).

TASK 5100 – WEEKLY CONSTRUCTION MEETINGS

PIC will attend and participate in weekly construction meetings. PIC's efforts are based on the following:

- 1) No more than 52 weekly construction meetings will take place based on construction starting 7/3/2023 and ending 7/1/2024.
- 2) The Districts' Construction Manager or CMAR Contractor will prepare the necessary meeting materials (agenda and notes).
- 3) One to two (1-2) PIC staff member will attend each meeting.
- 4) Each construction meeting will take no more than an average of 1/2 hour over the course of construction and PIC will attend by remote means.

TASK 5200 – CONTRACTOR SUBMITTALS AND SHOP DRAWING REVIEWS

PIC will review submittals provided by the District's CMAR Contractor through the Construction Manager's cloud-based construction management software (Procore). Over the course of construction, PIC assumes that no more than 100 submittals reviews (80 original, 20 re-submittals) will be required.

TASK 5300 – REQUEST FOR INFORMATION (RFI) RESPONSES

During the course of the construction, PIC anticipates that the CMAR Contractor or Construction Manager will need clarification or direction related to project requirements and/or help with interpretations. Over the course of construction, PIC assumes no more than fifteen (15) RFI reviews will be required.

TASK 5400 – ENGINEERING SUPPLEMENTAL INFORMATION (ESI) DEVELOPMENT

During the course of the Project's construction, PIC anticipates the need to occasionally issue an Engineering Supplemental Information (ESI). ESIs are typically used to make adjustments to the design or may be issued if additional project information is uncovered that needs to be conveyed to the CMAR Contractor or Construction Manager. PIC assumes that no more than ten (10) ESIs will be developed.

TASK 5500 – CONSTRUCTION SITE VISITS

PIC's Scope includes providing site visits approximately every three (3) weeks during active construction (10 months, 40 weeks, 8/14/2023 – 5/13/2024). As a part of this task, PIC will be available to visit the site and help answer any questions the CMAR Contractor or Construction

Manager have in the field. PIC's assumes no more than 16 site visits will take place, each site visit will only involve one (1) PIC staff member and each site visit will take no more than 8 hours.

TASK 5600 – RECORD DRAWING PREPRATION

PIC will prepare Record Drawings based on red-line drawings from the CMAR Contractor, site visits, and any input from the Construction Manager. PIC's Scope is based producing a record drawing set of no more than 130 pages, the drawings will be delivered in electronic format, and no formal review meetings will be necessary.

PROJECT BUDGET AND FEE

Attached to this Contract Amendment is PIC's Fee Estimate (Exhibit B.2) and a 2023/2024 'Blended' Labor Rate Sheet (Exhibit C). PIC will provide monthly invoices for the services described above. Invoices will be separate from PIC's design-phase invoices to allow for better management and tracking of these services.

EXHIBIT B.2**WORK BREAKDOWN STRUCTURE AND FEE ESTIMATE
NEWT Pipeline Project, Phase 3
Construction Work Package No. 2
Engineering Services During Construction**Prepared by Providence Infrastructure Consultants, Inc.
06/07/2023

PIC Task No.	Activities and Deliverable Description	PIC FEE		TOTAL FEES
		Labor Fees	Expenses	
PHASE 5 - Engineering Services During Construction				
5000	Project Management, Coordination, and Invoicing (12 months, 52 weeks)	\$ 22,703		\$ 22,703
5100	Weekly Construction Meetings (52 Meetings)	\$ 11,417		\$ 11,417
5200	Contractor Shop Drawing and Submittal Reviews (100 Reviews)	\$ 54,328		\$ 54,328
5300	Request for Information Responses (15 RFI Responses)	\$ 12,224		\$ 12,224
5400	Engineering Supplemental Information (10 ESIs)	\$ 11,693		\$ 11,693
5500	Field Visits (16)	\$ 20,103	\$ 1,213	\$ 21,316
5600	Record Drawings (130 Drawings)	\$ 16,522		\$ 16,522
Phase 5 Subtotals		\$ 148,990	\$ 1,213	\$ 150,203

EXHIBIT B.3
2023/2024 Blended
Providence Infrastructure
Schedule of Billing Rates

<u>Position</u> <u>Classification</u>	<u>Hourly</u> <u>Billing</u> <u>Rate</u>
Administration I	\$86.19
Administration II	\$113.30
Administration III	\$154.50
CADD I	\$84.43
CADD II	\$121.67
Senior Designer I	\$145.59
Senior Designer II	\$160.84
Resident Project Representative I	\$115.88
Resident Project Representative II	\$142.81
Data Analyst	\$76.75
Asset Management Specialist I	\$112.90
Asset Management Specialist II	\$147.07
GIS Specialist	\$139.64
Engineering Intern	\$71.31
Staff Engineer I	\$103.99
Staff Engineer II	\$126.27
Staff Engineer III	\$144.30
Staff Engineer IV	\$158.59
Senior Engineer I	\$171.58
Senior Engineer II	\$188.74
Senior Engineer III	\$203.52
Senior Engineer IV	\$218.28
Principal I	\$235.59
Principal II	\$244.97

Notes:

1. Position classifications listed above refer to PROVIDENCE's standardized classification system for employee compensation.
2. The hourly rates shown above are for services through June 3, 2024 and are subject to revision after that date.
3. Non-exempt personnel will be billed at 1.5 times hourly rate and exempt personnel will be billed at the standard hourly rate for any overtime.
4. Expenses will be billed at actual cost and business mileage will be billed at the current Federal mileage reimbursement rate.



2133 South Timberline, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email to:
Eric Reckentine eric@nwcwd.org

June 7, 2023

Mr. Eric Reckentine
General Manager
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

RE: Greeley Interconnect at Harmony
Temporary and Permanent Pump Station - Scope of Services Proposal

Dear Eric:

This scope of work proposal follows on our recent meetings discussing the Terry Ranch Pipeline project and Greeley Interconnect. We are very excited at the opportunity to provide engineering and construction management services to North Weld County Water District to make this water supply infrastructure plan a reality! We based this proposal on the District's needs for temporary pumping this summer of 2023, and permanent pumping infrastructure installation and startup in summer/fall of 2024.

We understand the project will provide needed potable water service redundancy to a currently capacity-constrained area of the water district in order to reduce supply risk, especially in summer months. Thank you for giving Ditesco the opportunity to provide Design and CM services for this project. Ditesco is built on relationships and we appreciate our continued relationship with North Weld!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.820.0175 and email bill.renz@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Renz".

Bill Renz, P.E. – Senior Project Manager
Ditesco

Cc: Keith Meyer, P.E.
file

Exhibit A

Harmony Pump Station at Greeley Interconnect Design & Construction Management Scope of Services

Project Understanding

North Weld County Water District (NWCWD) currently plans to construct an interconnect between the City of Greeley's 60" potable supply line and NWCWD's 24" transmission main. The interconnect will be located south of Harmony and in between Lantham Parkway and County Road 15. The pump station serves to provide increased head pressure to supply the 24" main near CR 80 at a higher elevation. NWCWD plans to install a temporary potable pumping system in summer/fall of 2023 to pump during peak summer supply season when required. A permanent pre-packaged pump station has largely been designed and coordinated prior to Ditesco's work with EFI-Solutions, a pre-manufactured pump system supplier. The pre-packaged pump station has not been ordered yet.

Ditesco's services include design and coordination with a temporary pump skid supply firm, coordination with other entities as needed, including the City of Greeley, the Town of Windsor, CDPHE, and Timber Line Electric and Controls for installation of the pump station, startup, and controls. Portions of the supply and installation of the 24" interconnect between the City of Greeley's 60" line and NWCWD's 24" line are contracted to be constructed through the Terry Ranch Project through an Intergovernmental Agreement (IGA) between the City of Greeley and NWCWD. This proposal includes only design and construction management scope not currently contracted for through the IGA.

Our proposed scope is broken into three parts:

1. Temporary Pump Skid design, coordination, and management.
2. Permanent Pump Station site design, connection, plans of operation, bid package assembly, and CDPHE coordination.
3. Permanent Pump Station bid assistance, construction management, and startup assistance.

Temporary Pump Station Design and Management

Our scope includes design, coordination with Stantec and the pump skid supplier, and coordination with CDPHE as necessary. We have included part time field assistance for site checks, startup assistance and general coordination. We have assumed that general operation of the pump skid is by either NWCWD or other general contractor during use. Portions of the controls and pump design will be by the pump supplier. We anticipate a pump skid of two lead and one backup pump capable of pumping 9MGD and controlled via variable frequency drives (VFDs). Ideally, cellular or radio backup communication will be supplied by the skid provider.

- Ditesco will work with Stantec to understand the existing hydraulic conditions for operation of the connecting pipe to confirm temporary pump station operating and head conditions.
- We will provide an overall site layout and piping configuration for use in positioning and hooking up the temporary pump skid.
- We will participate in regular design and coordination meetings at NWCWD and will provide agendas and tracked meeting action items from each meeting.
- We will provide operating parameters and requirements, including performance specifications for the temporary potable pump skid supplier.
- We will review information submitted and provided by the pump skid supplier to confirm components and operating conditions in advance of pump supply.
- Ditesco staff will provide startup assistance and site checks on an as-needed part-time basis.

- At this time, it is assumed that the operator of the skid will be a general contractor currently contracted by NWCWD or one that can be contracted through an on-call contract. If pumping is intermittent or of lower duration, NWCWD may decide to operate it internally with current staff.

Permanent Pump Station Design

Our scope for permanent design includes site civil design including layout, pipe plan and profile for connecting pipelines, design for spread foundation underneath the pump station, general site integration of the pump station, blowoffs, venting, and electrical service to the station. We are assuming that permanent power can be brought to the station by the area service provider, Xcel Energy, within a calendar year, based on the existing nearby infrastructure. Design of the permanent pre-packaged pump station, supplied by EFI-Solutions, has been performed by others to date. Ditesco will confirm the station operation with NWCWD's existing 24" supply infrastructure, and integrate the station into the site. Limited site feature layout has been included in scope but no landscaping is currently planned pending completion of easement language and execution of permanent easements. Site electrical service design and provider coordination is included in our scope. We have included coordination time, but we anticipate SCADA integration, programming, and telemetry to be performed by others.

- Ditesco will work with Stantec to understand the existing hydraulic conditions for operation of the connecting pipe to confirm permanent pump station operating and head conditions. We expect hydraulic calculations needed under this contract to be limited to verifying existing conditions and prior pump station design and that no modeling is to be performed.
- We estimate the following plan set will be needed to construct the pump station:
 - Cover, general notes, existing site conditions, erosion control, and civil site layout (5-6 sheets)
 - Mechanical and site piping, plan and profile, general details and connection details (3-4 sheets)
 - Site electrical and details (3 sheets)
 - Total (11-13 sheets)
- We will provide a Project Manual and technical specifications including Div 0- Div 44 or as required. We plan to use NWCWD standard construction contract documents or can adapt from 2018 EJCDC documents.
- We will provide a bid package including instructions to bidders, bid form, and necessary qualifying documents for bidding purposes.
- We will participate in regular design and coordination meetings at NWCWD and will provide agendas and tracked meeting action items from each meeting.
- We will provide review sets at approximately 50% and 90% design for NWCWD review and will issue a final For Bid set.
- We will update and include any changes during the bidding process and provide a conformed For Construction PE stamped plan and specification set.

Permanent Pump Bid and Construction Management

Our scope for construction management of the permanent pump station includes bid assistance and general contractor and construction management. We have included regular progress meeting management, part-time field inspection and oversight of construction as well as materials testing for essential soils and concrete testing. We have also included, startup assistance, coordination with CDPHE and SCADA integrator as needed. We will provide as-built and job files to NWCWD upon completion of the work.

- Ditesco personnel will coordinate and manage one preconstruction meeting and several pre-activity meetings for the various phases of work as required by the specifications.

- We will conduct weekly progress meetings on site or virtually with NWCWD, the general contractor and critical subcontractors. We will provide meeting minutes for all meetings and distribute these via email or a Procore document management system provided and maintained by Ditesco.
- We will review and recommend approval of pay applications, review and manage pending issues, coordinate responses to RFIs and submittals, and provide for overall administration of the construction contract. Document control will be through a project specific Procore site.
- Our staff will perform periodic site inspections to ensure quality construction and conformity to the plans and specifications. We will provide key coordination with NWCWD operations and the general contractor; provide daily logs; and coordinate testing and specialty inspections. Inspections and onsite presence will be part time.
- Ditesco will review all material test reports. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- We will maintain progress photos of the project. Photos will include preconstruction, construction and post construction phases and will be housed on Procore during construction. Photos during construction will mainly be associated with daily log observations and will be part of the daily log.
- We will maintain project records including contracts, schedules (overall job and three week look-ahead), progress meeting minutes, material test results, inspection logs, correspondence, pay applications, pending issues logs, routine photographs, submittals, O&Ms, commissioning records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- We will conduct a final punch list walk through and final inspection of the completed items.
- Ditesco personnel will ensure that an as-built plan set is maintained and transmitted to NWCWD upon completion of the project. This will be a redlined drawing set maintained by our staff and will be coordinated with plan changes that may be documented by the general contractor.

Schedule

The anticipated schedule is as follows.

Temporary Pump Station Design / Management	June 2023 to September 2023
Permanent Pump Station Design	August 2023 to December 2023
Bidding	January 2024 to February 2024
Construction	May/June 2024

Fee Estimate

We have based our fee estimate on the following assumptions of the project schedule.

- Fees associated for permits are not included in this scope of work and assumed by others.
- Survey of area provided by NWCWD from prior work.
- Electrical design is included. SCADA design and integration is assumed by others. Coordination with SCADA and integration is included.
- Permanent Pump Station design by supplier, EFI-Solutions. Coordination for supply of station is in-scope.
- Portions of temporary pump skid and controls by supplier.

<i>Temporary Pump Station Design and Management:</i>	\$ 26,298.00
<i>Permanent Pump Station Design:</i>	\$ 44,258.00
<i>Bidding and Construction Management:</i>	\$ 36,143.00
<i>ODCs:</i>	\$ <u>3,720.00</u>
<i>Total:</i>	\$ 111,049.00

A detailed task breakdown is included. Please find this on page 7 and 8 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 7-8 of this proposal. All reimbursable expenses will be billed at direct cost.

Exhibit B

Ditesco 2023 Rates

Role	Rate
Principal:	\$158.00 - \$185.00 per hour
Senior Project Manager:	\$123.00 - \$152.00 per hour
Project Manager	\$118.00 - \$135.00 per hour
Project Engineer:	\$115.00 - \$130.00 per hour
Engineer:	\$95.00 - \$122.00 per hour
Senior Construction Manager:	\$120.00 - \$148.00 per hour
Construction Manager/Resident Engineer:	\$97.00 - \$128.00 per hour
Inspector:	\$75.00 - \$124.00 per hour
CAD Design	\$79.00 - \$123.00 per hour
GIS Technician:	\$72.00 - \$118.00 per hour
Administrative:	\$58.00 - \$71.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate (if needed):	\$105.00 per day
Subconsultant Markup*:	None
All other costs at direct expense*	
Terms	30 days net



NWCWD
Harmony Pump Station at Greeley Interconnect

6/7/2023

Phase/Task Description	Classification				Subcontractor	Task Total	Comments
	Keith Meyer	Bill Renz	Dan Egger / Trent Cooper	Whitney Crawford			
	Principal (hrs)	Sr. Project Manager (hrs)	Project Engineer (hrs)	Admin (hrs)			
	\$185	\$150	\$130	\$72			
Task 1: Temporary Pump Station Design and Management						\$24,688	
2.03 Contract Management	4	6	4	4		\$2,448	
1.02 Meetings	0	10	10	0		\$2,800	Bi-weekly August/Sept
1.01 Design							
Pump Skid Performance Specification	0	2	6	0		\$1,080	Confirm Performance Parameters
Skid supplier coordination	0	4	2	0		\$860	Coord. Pumps, VFDs, Local Controls
Power and Controls Coordination	0	4	4	0	\$ 3,500.00	\$4,620	Electrical review Included, Telemetry by supplier
1.05 Site Investigation	0	2	8	0		\$1,340	Access Coordination
1.09 Permitting	0	8	10	0		\$2,500	CDPHE Coord for temporary pumping
1.04 Bid Assistance							CMAr, On-Call, or Bid Out
Contracting Package and Coord	2	8	10	0		\$2,870	
2.1 Resident Engineering	0	14	25	0		\$5,350	Coordination, Installation Management
2.6 Startup & Testing	0	2	4	0		\$820	
Work Effort Subtotal	6	60	83	4		\$ 24,688	
Cost per labor category	\$1,110.00	\$9,000.00	\$10,790.00	\$288.00			
Subconsultants Cost					\$3,500.00		
Effort (days)	0.8	7.5	10.4	0.5			
Task 2: Permanent Pump Station Design						\$44,258	
2.03 Contract Management	4	10	0	4		\$2,528	
1.02 Meetings	0	16	20	0		\$5,000	Bi weekly - 4 mos
1.01 Design							
Site Civil, Foundation, Layout, Access Plans	0	10	20	0		\$4,100	
Electrical Design and Supply Coordination	0	10	10	0	\$ 7,500	\$10,300	Site Elec Design, Power Source Coord.
Mechanical, Piping, Connections and Phasing	0	8	16	0		\$3,280	Telemetry and SCADA under separate contract
Telemetry, SCADA Coordination	0	10	10	0		\$2,800	
Develop SOP for operation	4	10	8	0		\$3,280	
1.06 Technical Specifications	0	6	8	0	\$ 4,500.00	\$6,440	Geotech for Foundation Design
1.09 Permitting (CDPHE Permit)	0	8	12	0		\$2,760	
1.04 Bid Assistance							Assumed Bid Out
Contracting Package and Coord	2	14	10	0		\$3,770	
Work Effort Subtotal	10	102	114	4		\$ 44,258	
Cost per labor category	\$1,850.00	\$15,300.00	\$14,820.00	\$288.00			
Subconsultants Cost					\$12,000.00		
Effort (days)	1.3	12.8	14.3	0.5			
Task 3: Permanent Pump Station Bid and Construction Management						\$36,143	
1.04 Bid Assistance	0	10	12	4		\$3,348	Bid Out and Manage Bid Process
2.3 Contract Management	4	10	0	0		\$2,240	Change Management, Pay Apps
1.05 Geotech and Materials Testing	0	2	4	0	\$ 2,500	\$3,320	Concrete and Soils Testing
2.1 Resident Engineering							Weekly During Construction
Site Inspection	0	18	44	0		\$8,420	Part Time, Periodic
Windsor/Greeley Coordination	0	6	4	0		\$1,420	Coordination and Permitting Exhibits
Site Power Installation	0	4	8	0		\$1,640	Coordination During Construction
1.02 Meetings	0	22	28	0		\$6,875	Weekly During Construction



NWCWD
Harmony Pump Station at Greeley Interconnect

6/7/2023

Phase/Task Description	Classification				Subcontractor	Task Total	Comments
	Keith Meyer	Bill Renz	Dan Egger / Trent Cooper	Whitney Crawford			
	Principal (hrs)	Sr. Project Manager (hrs)	Project Engineer (hrs)	Admin (hrs)			
	\$185	\$150	\$130	\$72			
2.2 Submittal Review	0	4	8	0		\$1,640	
2.4 RFI Response	0	4	8	0		\$1,640	
2.5 Schedule Review	0	6	2	0		\$1,160	
2.6 Startup & Testing	0	8	10	0		\$2,500	
2.7 Project Close Out	0	6	8	0		\$1,940	
Other direct costs at 2%						\$2,102	
Mileage Reimbursement (Fed Rate)						\$1,345	
Work Effort Subtotal	4	100	136	4		\$36,143	
ODCs						\$3,447	
Cost per labor category	\$740.00	\$15,000.00	\$17,615.00	\$288.00			
Subconsultants Cost					\$2,500.00		
Effort (days)	0.5	12.5	16.9	0.5			
Total Work Effort	20	262	333	12		\$105,089	
Total Work Effort (days)	3	33	42	2			
Total ODCs						\$3,447	
Total Cost per labor category	\$3,700.00	\$39,300.00	\$43,225.00	\$864.00			

Total Fee Estimate: \$108,536

Assumptions:

- 5.5 Month Preconstruction (Bi-weekly Meetings)
- 4 Month Construction (Weekly Meetings)
- Initial pump station design by others, site design, piping and pump station connections by Ditesco
- Portions of temporary pump skid design by supplier, other GC or NWCWD to maintain operation during use
- Integration of permanent station to NWCWD SCADA system by others under separate contract.

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into on the 12th day of June 2023, by and between the North Weld County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado, hereinafter called "OWNER" and Ditesco LLC, a Colorado corporation, hereinafter called "CONSULTANT", as follows:

CONSULTANT will perform professional services for a project known and described as the Greeley Interconnect at Harmony Pump Station Project, hereinafter called the "PROJECT." OWNER and CONSULTANT for mutual consideration, agree as follows:

1. Services of CONSULTANT: CONSULTANT agrees to provide and perform certain professional services for OWNER in connection with the PROJECT per the CONSULTANT'S letter proposal dated June 7, 2023, attached as Exhibit A. Exhibit A is hereby incorporated by reference and made a part of this AGREEMENT.
2. OWNER's Responsibilities: OWNER shall provide CONSULTANT with OWNER's requirements for the PROJECT, including, but not limited to, design objectives, capacity and performance requirements, flexibility, expandability and budgetary limitations. OWNER shall furnish to CONSULTANT all studies, reports and other data in OWNER's possession or control which Owner believes is pertinent to the services to be provided by Consultant. OWNER shall arrange for access by CONSULTANT to the facilities which are required by CONSULTANT to perform its services under this Agreement.
3. Schedule: CONSULTANT shall perform its services in accordance with the schedule set forth in Exhibit A and complete the services by December 31, 2024. OWNER agrees that CONSULTANT shall not be responsible for delays, which are due to causes beyond CONSULTANT'S reasonable control. In the case of any such delay the time for completion of CONSULTANT'S services hereunder shall be extended accordingly.
4. Compensation:
 - a. Fees: OWNER agrees to pay CONSULTANT compensation for its services satisfactorily completed in accordance with the CONSULTANTS's fee schedule and project budget worksheet as attached to Exhibit A. The CONSULTANT shall not exceed the estimated amount without the prior written approval of OWNER. This AGREEMENT is not a lump sum contract.
 - b. Billing: Fees and all other charges will be billed monthly, on a time and materials basis, and per the CONSULTANT'S tasks as delineated in the CONSULTANT'S project budget worksheet as attached to Exhibit A. CONSULTANT shall bill the OWNER as the work progresses and the net amount shall be due in 30 days. Should OWNER dispute in good faith any portion of an invoice OWNER shall pay the undisputed portion as provided herein. Interest of 1% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount.
 - c. Project Delay: In the event that CONSULTANT'S services hereunder are delayed for a period in excess of six (6) months due to causes beyond CONSULTANT'S reasonable control, CONSULTANT'S compensation shall be subject to renegotiation.
 - d. Partial Services: In the event any portion of the work prepared or partially prepared by CONSULTANT is suspended, abandoned, or terminated at the request of OWNER, OWNER shall pay CONSULTANT for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein for the designated portion of the work.
 - e. Changes in Scope of Work: In the event the Project's Scope of Work changes, either as necessitated by project conditions, discovery, OWNER direction or any other cause, the

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

CONSULTANT shall immediately notify the OWNER of the change and request an amendment to this AGREEMENT. OWNER shall not be obligated to pay the CONSULTANT for any work, subcontracted work or other charges incurred outside of the original Scope of Work which may have been performed prior to execution of an amendment.

5. Standard of Care: In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of CONSULTANT'S proposals, contracts or reports. CONSULTANT shall be entitled to rely upon the accuracy of data and information provided by OWNER or others without independent review or evaluation unless provided on such data and information or otherwise in Exhibit A. CONSULTANT shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this AGREEMENT. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this AGREEMENT, CONSULTANT'S compensation shall be renegotiated accordingly.
6. Subconsultants: CONSULTANT may employ such subconsultants as it deems necessary to assist CONSULTANT in the performance or furnishing of the services hereunder, subject to reasonable, timely and substantial objections by OWNER.
7. Construction Safety and Methods: OWNER agrees that in accordance with generally accepted practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. CONSULTANT shall not have control over or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. CONSULTANT shall not have the authority to stop or reject the work of the construction contractor but shall promptly notify OWNER if CONSULTANT actually observes any work performed by the construction contractor and its subcontractors which is not in compliance with the CONSULTANT'S work.
8. Opinion of Construction Cost: Any Opinion of the Construction Cost prepared by CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of OWNER. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to OWNER.
9. Governmental Immunity: In performing the services required under this AGREEMENT, CONSULTANT is acting as an agent of OWNER, subject to the general supervision and control of OWNER. As such, to the fullest extent permitted by law, CONSULTANT shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and administrative precedent. Notwithstanding the foregoing, CONSULTANT shall not be entitled to receive any other employee benefits from OWNER and shall not have the authority to independently authorize the expenditure of OWNER'S funds or otherwise undertake any other action on behalf of OWNER except as expressly authorized herein.
10. Insurance Requirement: CONSULTANT will maintain workmen's compensation, general liability, professional liability, automobile liability and such other insurance as required by OWNER, all in accordance with the insurance requirements set forth on the attached Exhibit B and will promptly provide certificates of insurance to OWNER evidencing the maintenance

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

of such insurance.

11. Limitation of Liability: In recognition of the relative risks and benefits of the PROJECT to the parties, OWNER agrees to limit CONSULTANT'S liability for damages to OWNER arising out of services performed by CONSULTANT and caused by CONSULTANT'S negligence or intentional acts hereunder to a sum not to exceed CONSULTANT'S professional liability limits as set forth in the attached Exhibit B.
12. Instruments of Service: All drawings, sketches, survey notes, calculations (hard copy and electronic), data (survey, field notes, electronic data, CADD info, etc.), email, and any and all other documents created as part of this PROJECT, excluding Consultant's computer software and pre-existing proprietary information, are instruments of service and shall become the joint property of the CONSULTANT and the OWNER. OWNER shall have rights to full use of any and all instruments of service. CONSULTANT shall have no rights or authority to limit OWNER'S use of the instruments of service. CONSULTANT shall deliver instruments of service to the OWNER in a format as requested by OWNER and within seven (7) days of written request by OWNER.
13. Reuse of Documents: Documents, including drawings, specifications and instruments of service, prepared by CONSULTANT pursuant to this AGREEMENT are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from CONSULTANT will be at OWNER'S sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT'S deliverables under this AGREEMENT by OWNER or persons other than CONSULTANT is waived as against CONSULTANT and the OWNER assumes full responsibility for such changes unless OWNER has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.
14. CADD and GIS Data: CADD and GIS data delivered to OWNER shall not include the professional stamp or signature of an engineer or architect. OWNER agrees that CONSULTANT shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by OWNER, or anyone authorized by OWNER, of CADD or GIS data; (b) the decline of accuracy or readability of CADD or GIS data due to inappropriate storage conditions or duration; or (c) any use by OWNER, or anyone authorized by OWNER, of CADD or GIS data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by CONSULTANT. By acceptance of CADD or GIS data, OWNER agrees to release CONSULTANT from damages and liability resulting from the modification, use or misuse of such data.
15. Fees and Permits: OWNER shall pay the cost of all fees, permits, bond premiums, title company charges and reproductions in connection with the PROJECT and CONSULTANT'S services hereunder.
16. Asbestos or Hazardous Materials: CONSULTANT is not licensed to provide services involving the identification or handling of asbestos or hazardous materials. Therefore, in providing its services hereunder, CONSULTANT shall not be responsible for the identification, handling, containment or abatement of any asbestos or other hazardous material present in connection with the PROJECT. In the event that OWNER or CONSULTANT becomes aware of the presence of asbestos or any other hazardous material at the jobsite, such party shall immediately notify the other party. CONSULTANT shall be entitled to cease any of its services that may be affected by the asbestos or other hazardous material and shall not be liable for

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

damages in connection with such termination of services. OWNER shall be responsible for complying with all applicable federal and state rules and regulations in connection with the asbestos or other hazardous material. Further, OWNER shall release CONSULTANT, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, (collectively "the Liabilities"), which Liabilities are related to asbestos or other hazardous materials and arise out of work performed on the PROJECT by others.

17. Termination of AGREEMENT: In the event OWNER fails to pay CONSULTANT within thirty days after an invoice is rendered, then OWNER agrees that CONSULTANT shall have the right to terminate this AGREEMENT upon ten days' written notice. Except as otherwise provided in the preceding sentence this AGREEMENT may be terminated by either OWNER or CONSULTANT upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this AGREEMENT. OWNER expressly agrees to release CONSULTANT from any liability arising out of CONSULTANT'S termination of its services hereunder due to OWNER'S failure to perform and/or pay in accordance with the provisions of this AGREEMENT. In the event of termination of this AGREEMENT as a result of default by OWNER, OWNER shall promptly pay CONSULTANT for all of the fees, charges and services performed by CONSULTANT in accordance with the compensation arrangements under this AGREEMENT or on an agreed hourly basis.
18. Dispute Resolution: The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this AGREEMENT. In the event that a dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide a nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation within thirty (30) days following demand for mediation, the matter may thereafter be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.
19. Assignment: Services provided under this AGREEMENT are for the exclusive use of OWNER. Neither OWNER nor CONSULTANT shall assign its interest in this AGREEMENT without the written consent of the other.
20. Severability: Shall any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this AGREEMENT are declared to be severable.
21. Other Agreements: There are no understandings or agreements except as herein expressly stated. This AGREEMENT may only be modified by a written amendment signed by both parties.
22. Acceptance Not Waiver: OWNER'S acceptance or approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished under this AGREEMENT shall not in any way relieve CONSULTANT of responsibility for the quality or technical accuracy of the work. OWNER'S approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to OWNER under this AGREEMENT.
23. Counterparts: This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

24. Notices: Written notices required under this AGREEMENT and all other correspondence between the parties shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested.
25. Governing Law: This AGREEMENT shall be governed by and construed in accordance with the laws of the state of Colorado.
26. Unlawful Employees, Consultants and Subconsultants: The CONSULTANT hereby represents, warrants, certifies and agrees to and with the OWNER as follows:
- a. It does not and shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subconsultant that knowingly employs or contracts with an illegal alien to perform work under this AGREEMENT.
 - b. It will not enter into a contract with a subconsultant that fails to certify to the CONSULTANT that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this AGREEMENT.
 - c. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the AGREEMENT through participation in either the e-verify program jointly administered by the United States Department of Homeland Security and the Social Security Administration ("E-Verify Program") or the Colorado Department of Labor and Employment employment verification program ("Department Program").
 - d. It shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
 - e. If the CONSULTANT obtains actual knowledge that a subconsultant performing work under the AGREEMENT knowingly employs or contracts with an illegal alien, the CONSULTANT shall:
 - 1) Notify the subconsultant and the OWNER within three (3) days that the CONSULTANT has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - 2) Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to Subsection 5.A above, the subconsultant does not stop employing or contracting with the illegal alien; except that the CONSULTANT shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
 - f. The CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established pursuant to C.R.S. 8-17.5-102(5)(a).
 - g. In addition to any remedies which may exist under the AGREEMENT, if the CONSULTANT violates any of the provisions of this Section, the OWNER may terminate the AGREEMENT for a breach of the AGREEMENT and the CONSULTANT shall be liable for actual and consequential damages to the OWNER.
 - h. It shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under the AGREEMENT, affirm that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. Sec. 1324a, and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written, notarized copy of the affirmation to the OWNER.
 - i. It shall in all respects comply with the provisions of C.R.S. 8-17.5-101, et seq. with regard to the employment of illegal aliens.
27. CONSULTANT'S Certifications: CONSULTANT certifies that it has not engaged in corrupt,

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

fraudulent or coercive practices in competing for or in executing this Agreement. For the purposes of this Section:

- a. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the AGREEMENT execution;
 - b. "fraudulent practice" means an intentional misrepresentation of facts made (i) to influence the selection process or the execution of this AGREEMENT to the detriment of OWNER or (ii) to deprive OWNER of the benefits of free and open competition;
 - c. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of this AGREEMENT.
28. Priority for Conflicts or Inconsistencies: If there is any conflict or inconsistency between the terms and conditions of this AGREEMENT, the Exhibits attached hereto and any directives or change orders issued by OWNER which describe the scope of the services to be provided by CONSULTANT to OWNER, the terms and conditions of such AGREEMENT, Exhibits, directives and change orders shall control in the following order of priority:
- a. This AGREEMENT.
 - b. Directives or change orders issued during the course of work.
 - c. CONSULTANT'S proposal attached hereto as Exhibit A.

[SEPARATE SIGNATURE PAGE]

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

In witness thereof, CONSULTANT and OWNER hereby execute this AGREEMENT.

NORTH WELD COUNTY WATER DISTRICT,
a quasi-municipal corporation
and a political subdivision of the State of
Colorado:

CONSULTANT: Ditesco LLC

Signature _____

Signature _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

List of Exhibits:

Exhibit A: CONSULTANT'S Proposal Letter of June 7, 2023

Exhibit B: Insurance Requirements

Exhibit A

Consultant's Proposal



2133 South Timberline, Suite 110
Fort Collins, CO 80525
ditescoservices.com

Delivery by email to:
Eric Reckentine eric@nwcwd.org

June 7, 2023

Mr. Eric Reckentine
General Manager
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

RE: Greeley Interconnect at Harmony
Temporary and Permanent Pump Station - Scope of Services Proposal

Dear Eric:

This scope of work proposal follows on our recent meetings discussing the Terry Ranch Pipeline project and Greeley Interconnect. We are very excited at the opportunity to provide engineering and construction management services to North Weld County Water District to make this water supply infrastructure plan a reality! We based this proposal on the District's needs for temporary pumping this summer of 2023, and permanent pumping infrastructure installation and startup in summer/fall of 2024.

We understand the project will provide needed potable water service redundancy to a currently capacity-constrained area of the water district in order to reduce supply risk, especially in summer months. Thank you for giving Ditesco the opportunity to provide Design and CM services for this project. Ditesco is built on relationships and we appreciate our continued relationship with North Weld!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.820.0175 and email bill.renz@ditescoservices.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill Renz".

Bill Renz, P.E. – Senior Project Manager
Ditesco

Cc: Keith Meyer, P.E.
file

Exhibit A

Harmony Pump Station at Greeley Interconnect Design & Construction Management Scope of Services

Project Understanding

North Weld County Water District (NWCWD) currently plans to construct an interconnect between the City of Greeley's 60" potable supply line and NWCWD's 24" transmission main. The interconnect will be located south of Harmony and in between Lantham Parkway and County Road 15. The pump station serves to provide increased head pressure to supply the 24" main near CR 80 at a higher elevation. NWCWD plans to install a temporary potable pumping system in summer/fall of 2023 to pump during peak summer supply season when required. A permanent pre-packaged pump station has largely been designed and coordinated prior to Ditesco's work with EFI-Solutions, a pre-manufactured pump system supplier. The pre-packaged pump station has not been ordered yet.

Ditesco's services include design and coordination with a temporary pump skid supply firm, coordination with other entities as needed, including the City of Greeley, the Town of Windsor, CDPHE, and Timber Line Electric and Controls for installation of the pump station, startup, and controls. Portions of the supply and installation of the 24" interconnect between the City of Greeley's 60" line and NWCWD's 24" line are contracted to be constructed through the Terry Ranch Project through an Intergovernmental Agreement (IGA) between the City of Greeley and NWCWD. This proposal includes only design and construction management scope not currently contracted for through the IGA.

Our proposed scope is broken into three parts:

1. Temporary Pump Skid design, coordination, and management.
2. Permanent Pump Station site design, connection, plans of operation, bid package assembly, and CDPHE coordination.
3. Permanent Pump Station bid assistance, construction management, and startup assistance.

Temporary Pump Station Design and Management

Our scope includes design, coordination with Stantec and the pump skid supplier, and coordination with CDPHE as necessary. We have included part time field assistance for site checks, startup assistance and general coordination. We have assumed that general operation of the pump skid is by either NWCWD or other general contractor during use. Portions of the controls and pump design will be by the pump supplier. We anticipate a pump skid of two lead and one backup pump capable of pumping 9MGD and controlled via variable frequency drives (VFDs). Ideally, cellular or radio backup communication will be supplied by the skid provider.

- Ditesco will work with Stantec to understand the existing hydraulic conditions for operation of the connecting pipe to confirm temporary pump station operating and head conditions.
- We will provide an overall site layout and piping configuration for use in positioning and hooking up the temporary pump skid.
- We will participate in regular design and coordination meetings at NWCWD and will provide agendas and tracked meeting action items from each meeting.
- We will provide operating parameters and requirements, including performance specifications for the temporary potable pump skid supplier.
- We will review information submitted and provided by the pump skid supplier to confirm components and operating conditions in advance of pump supply.
- Ditesco staff will provide startup assistance and site checks on an as-needed part-time basis.

- At this time, it is assumed that the operator of the skid will be a general contractor currently contracted by NWCWD or one that can be contracted through an on-call contract. If pumping is intermittent or of lower duration, NWCWD may decide to operate it internally with current staff.

Permanent Pump Station Design

Our scope for permanent design includes site civil design including layout, pipe plan and profile for connecting pipelines, design for spread foundation underneath the pump station, general site integration of the pump station, blowoffs, venting, and electrical service to the station. We are assuming that permanent power can be brought to the station by the area service provider, Xcel Energy, within a calendar year, based on the existing nearby infrastructure. Design of the permanent pre-packaged pump station, supplied by EFI-Solutions, has been performed by others to date. Ditesco will confirm the station operation with NWCWD's existing 24" supply infrastructure, and integrate the station into the site. Limited site feature layout has been included in scope but no landscaping is currently planned pending completion of easement language and execution of permanent easements. Site electrical service design and provider coordination is included in our scope. We have included coordination time, but we anticipate SCADA integration, programming, and telemetry to be performed by others.

- Ditesco will work with Stantec to understand the existing hydraulic conditions for operation of the connecting pipe to confirm permanent pump station operating and head conditions. We expect hydraulic calculations needed under this contract to be limited to verifying existing conditions and prior pump station design and that no modeling is to be performed.
- We estimate the following plan set will be needed to construct the pump station:
 - Cover, general notes, existing site conditions, erosion control, and civil site layout (5-6 sheets)
 - Mechanical and site piping, plan and profile, general details and connection details (3-4 sheets)
 - Site electrical and details (3 sheets)
 - Total (11-13 sheets)
- We will provide a Project Manual and technical specifications including Div 0- Div 44 or as required. We plan to use NWCWD standard construction contract documents or can adapt from 2018 EJCDC documents.
- We will provide a bid package including instructions to bidders, bid form, and necessary qualifying documents for bidding purposes.
- We will participate in regular design and coordination meetings at NWCWD and will provide agendas and tracked meeting action items from each meeting.
- We will provide review sets at approximately 50% and 90% design for NWCWD review and will issue a final For Bid set.
- We will update and include any changes during the bidding process and provide a conformed For Construction PE stamped plan and specification set.

Permanent Pump Bid and Construction Management

Our scope for construction management of the permanent pump station includes bid assistance and general contractor and construction management. We have included regular progress meeting management, part-time field inspection and oversight of construction as well as materials testing for essential soils and concrete testing. We have also included, startup assistance, coordination with CDPHE and SCADA integrator as needed. We will provide as-built and job files to NWCWD upon completion of the work.

- Ditesco personnel will coordinate and manage one preconstruction meeting and several pre-activity meetings for the various phases of work as required by the specifications.

- We will conduct weekly progress meetings on site or virtually with NWCWD, the general contractor and critical subcontractors. We will provide meeting minutes for all meetings and distribute these via email or a Procore document management system provided and maintained by Ditesco.
- We will review and recommend approval of pay applications, review and manage pending issues, coordinate responses to RFIs and submittals, and provide for overall administration of the construction contract. Document control will be through a project specific Procore site.
- Our staff will perform periodic site inspections to ensure quality construction and conformity to the plans and specifications. We will provide key coordination with NWCWD operations and the general contractor; provide daily logs; and coordinate testing and specialty inspections. Inspections and onsite presence will be part time.
- Ditesco will review all material test reports. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications.
- We will maintain progress photos of the project. Photos will include preconstruction, construction and post construction phases and will be housed on Procore during construction. Photos during construction will mainly be associated with daily log observations and will be part of the daily log.
- We will maintain project records including contracts, schedules (overall job and three week look-ahead), progress meeting minutes, material test results, inspection logs, correspondence, pay applications, pending issues logs, routine photographs, submittals, O&Ms, commissioning records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).
- We will conduct a final punch list walk through and final inspection of the completed items.
- Ditesco personnel will ensure that an as-built plan set is maintained and transmitted to NWCWD upon completion of the project. This will be a redlined drawing set maintained by our staff and will be coordinated with plan changes that may be documented by the general contractor.

Schedule

The anticipated schedule is as follows.

Temporary Pump Station Design / Management	June 2023 to September 2023
Permanent Pump Station Design	August 2023 to December 2023
Bidding	January 2024 to February 2024
Construction	May/June 2024

Fee Estimate

We have based our fee estimate on the following assumptions of the project schedule.

- Fees associated for permits are not included in this scope of work and assumed by others.
- Survey of area provided by NWCWD from prior work.
- Electrical design is included. SCADA design and integration is assumed by others. Coordination with SCADA and integration is included.
- Permanent Pump Station design by supplier, EFI-Solutions. Coordination for supply of station is in-scope.
- Portions of temporary pump skid and controls by supplier.

<i>Temporary Pump Station Design and Management:</i>	\$ 26,298.00
<i>Permanent Pump Station Design:</i>	\$ 44,258.00
<i>Bidding and Construction Management:</i>	\$ 36,143.00
<i>ODCs:</i>	\$ <u>3,720.00</u>
<i>Total:</i>	\$ 111,049.00

A detailed task breakdown is included. Please find this on page 7 and 8 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 7-8 of this proposal. All reimbursable expenses will be billed at direct cost.

Exhibit B

Ditesco 2023 Rates

Role	Rate
Principal:	\$158.00 - \$185.00 per hour
Senior Project Manager:	\$123.00 - \$152.00 per hour
Project Manager	\$118.00 - \$135.00 per hour
Project Engineer:	\$115.00 - \$130.00 per hour
Engineer:	\$95.00 - \$122.00 per hour
Senior Construction Manager:	\$120.00 - \$148.00 per hour
Construction Manager/Resident Engineer:	\$97.00 - \$128.00 per hour
Inspector:	\$75.00 - \$124.00 per hour
CAD Design	\$79.00 - \$123.00 per hour
GIS Technician:	\$72.00 - \$118.00 per hour
Administrative:	\$58.00 - \$71.00 per hour
Reimbursable Expenses	
Mileage Reimbursement:	IRS Rate
Daily Truck Rate (if needed):	\$105.00 per day
Subconsultant Markup*:	None
All other costs at direct expense*	
Terms	30 days net



NWCWD
Harmony Pump Station at Greeley Interconnect

6/7/2023

Phase/Task Description	Classification				Subcontractor	Task Total	Comments
	Keith Meyer	Bill Renz	Dan Egger / Trent Cooper	Whitney Crawford			
	Principal (hrs)	Sr. Project Manager (hrs)	Project Engineer (hrs)	Admin (hrs)			
	\$185	\$150	\$130	\$72			
Task 1: Temporary Pump Station Design and Management						\$24,688	
2.03 Contract Management	4	6	4	4		\$2,448	
1.02 Meetings	0	10	10	0		\$2,800	Bi-weekly August/Sept
1.01 Design							
Pump Skid Performance Specification	0	2	6	0		\$1,080	Confirm Performance Parameters
Skid supplier coordination	0	4	2	0		\$860	Coord. Pumps, VFDs, Local Controls
Power and Controls Coordination	0	4	4	0	\$ 3,500.00	\$4,620	Electrical review Included, Telemetry by supplier
1.05 Site Investigation	0	2	8	0		\$1,340	Access Coordination
1.09 Permitting	0	8	10	0		\$2,500	CDPHE Coord for temporary pumping
1.04 Bid Assistance							CMAr, On-Call, or Bid Out
Contracting Package and Coord	2	8	10	0		\$2,870	
2.1 Resident Engineering	0	14	25	0		\$5,350	Coordination, Installation Management
2.6 Startup & Testing	0	2	4	0		\$820	
Work Effort Subtotal	6	60	83	4		\$ 24,688	
Cost per labor category	\$1,110.00	\$9,000.00	\$10,790.00	\$288.00			
Subconsultants Cost					\$3,500.00		
Effort (days)	0.8	7.5	10.4	0.5			
Task 2: Permanent Pump Station Design						\$44,258	
2.03 Contract Management	4	10	0	4		\$2,528	
1.02 Meetings	0	16	20	0		\$5,000	Bi weekly - 4 mos
1.01 Design							
Site Civil, Foundation, Layout, Access Plans	0	10	20	0		\$4,100	
Electrical Design and Supply Coordination	0	10	10	0	\$ 7,500	\$10,300	Site Elec Design, Power Source Coord.
Mechanical, Piping, Connections and Phasing	0	8	16	0		\$3,280	Telemetry and SCADA under separate contract
Telemetry, SCADA Coordination	0	10	10	0		\$2,800	
Develop SOP for operation	4	10	8	0		\$3,280	
1.06 Technical Specifications	0	6	8	0	\$ 4,500.00	\$6,440	Geotech for Foundation Design
1.09 Permitting (CDPHE Permit)	0	8	12	0		\$2,760	
1.04 Bid Assistance							Assumed Bid Out
Contracting Package and Coord	2	14	10	0		\$3,770	
Work Effort Subtotal	10	102	114	4		\$ 44,258	
Cost per labor category	\$1,850.00	\$15,300.00	\$14,820.00	\$288.00			
Subconsultants Cost					\$12,000.00		
Effort (days)	1.3	12.8	14.3	0.5			
Task 3: Permanent Pump Station Bid and Construction Management						\$36,143	
1.04 Bid Assistance	0	10	12	4		\$3,348	Bid Out and Manage Bid Process
2.3 Contract Management	4	10	0	0		\$2,240	Change Management, Pay Apps
1.05 Geotech and Materials Testing	0	2	4	0	\$ 2,500	\$3,320	Concrete and Soils Testing
2.1 Resident Engineering							Weekly During Construction
Site Inspection	0	18	44	0		\$8,420	Part Time, Periodic
Windsor/Greeley Coordination	0	6	4	0		\$1,420	Coordination and Permitting Exhibits
Site Power Installation	0	4	8	0		\$1,640	Coordination During Construction
1.02 Meetings	0	22	28	0		\$6,875	Weekly During Construction



NWCWD
Harmony Pump Station at Greeley Interconnect

6/7/2023

Phase/Task Description	Classification				Subcontractor	Task Total	Comments
	Keith Meyer	Bill Renz	Dan Egger / Trent Cooper	Whitney Crawford			
	Principal (hrs)	Sr. Project Manager (hrs)	Project Engineer (hrs)	Admin (hrs)			
	\$185	\$150	\$130	\$72			
2.2 Submittal Review	0	4	8	0		\$1,640	
2.4 RFI Response	0	4	8	0		\$1,640	
2.5 Schedule Review	0	6	2	0		\$1,160	
2.6 Startup & Testing	0	8	10	0		\$2,500	
2.7 Project Close Out	0	6	8	0		\$1,940	
Other direct costs at 2%						\$2,102	
Mileage Reimbursement (Fed Rate)						\$1,345	
Work Effort Subtotal	4	100	136	4		\$36,143	
ODCs						\$3,447	
Cost per labor category	\$740.00	\$15,000.00	\$17,615.00	\$288.00			
Subconsultants Cost					\$2,500.00		
Effort (days)	0.5	12.5	16.9	0.5			
Total Work Effort	20	262	333	12		\$105,089	
Total Work Effort (days)	3	33	42	2			
Total ODCs						\$3,447	
Total Cost per labor category	\$3,700.00	\$39,300.00	\$43,225.00	\$864.00			

Total Fee Estimate: \$108,536

Assumptions:

- 5.5 Month Preconstruction (Bi-weekly Meetings)
- 4 Month Construction (Weekly Meetings)
- Initial pump station design by others, site design, piping and pump station connections by Ditesco
- Portions of temporary pump skid design by supplier, other GC or NWCWD to maintain operation during use
- Integration of permanent station to NWCWD SCADA system by others under separate contract.

EXHIBIT B

INSURANCE REQUIREMENTS

1. The Consultant shall carry and pay for the following insurance coverage with limits equal to or greater than the highest limits specified in the Contract or those specified in Section 2 below. In the event any work is performed by a subcontractor, the Consultant shall be responsible for any liability directly or indirectly arising out of the work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance. Consultant's insurance shall have no Exclusion of Subcontractor's Work (Consultant's insurance not to include Form CG 22 94-Exclusion-Damage to Work Performed by Subcontractors on Your Behalf). Before commencing work, the Consultant shall furnish the District with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by North Weld County Water District."

In case of breach of any provision of the Insurance Requirements, the District, at their option, may take out and maintain, at the expense of the Consultant, such insurance as the District may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Consultant under this Agreement.

The District and Consultant waive all rights of subrogation against each other, the District and all other Consultants to the extent of any property insurance recovery obtained by the waiving party for loss or damages caused by fire or other perils, except such rights as such party may have to insurance proceeds held by any other person as trustee or otherwise on behalf of such party.

2. Insurance coverage shall be as follows:

A. Workers' Compensation Insurance for the protection of the Consultant's partners and employees as required by law, and Employer's Liability with minimum limits of:

\$100,000 Each Accident

\$100,000 Each Occupational Disease

\$500,000 Occupational Disease Aggregate

B. Commercial General Liability Insurance shall include premises/operations, contractual, products/completed operations, explosion, collapse, and underground hazard. Minimum limits of liability shall be:

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations

\$1,000,000 Personal and Advertising Injury

\$1,000,000 Each Occurrence

\$50,000 Fire Damage (Any one fire)

\$5,000 Medical Expense (Any one person)

**Agreement for Professional Service
Greeley Interconnect at Harmony
Project, Design, and Construction Management Services**

The Consultant's policy shall be primary to any other insurance policies held by District or any other additional insured, and no other insurance of District will be called on to contribute to a loss. Limits will apply on a Per Project basis.

C. Automobile Liability Insurance covering the use, operation and maintenance of any automobile, truck, trailer or other vehicles used by the Consultant shall include coverage for owned, hired and non-owned liability. Consultant shall be certain coverage is provided which complies with all provisions of the law.

\$1,000,000 Combined Single Limit

D. Excess Liability

\$1,000,000 Each Occurrence

E. Professional Liability

\$1,000,000 Each Claim

\$1,000,000 Aggregate

F. Additional Insured's

a. None required

NWCWD Variance Request Containment to Isolation

Premise Number	Premise Address	Comments/Assumptions
110	33244 W CR 31	Can be protected with ISOLATION
331	12945 CR 80	Can be protected with ISOLATION
678	14489 CR 66	Can be protected with ISOLATION
494	28236 CR 58 1/2	Can be protected with ISOLATION
1740	6501 CR 86	Can be protected with ISOLATION
1779	840 Helena Ct	Can be protected with ISOLATION
1369	3519 Holman Court	Can be protected with ISOLATION
1406	28545 CR 72	Can be protected with ISOLATION
1492	28970 CR 72	Can be protected with ISOLATION
1610	9509 Hwy 392	Can be protected with ISOLATION
1887	37353 HWY 85	Can be protected with ISOLATION
1957	17945 CR 76	Can be protected with ISOLATION
712	1312 N 7th Ave	Can be protected with ISOLATION
750	31306 CR 57	Can be protected with ISOLATION
1207	39450 CR 33	Can be protected with ISOLATION
29	12404 CR 64 1/2	Can be protected with ISOLATION
152	5600 East County Road 52	Can be protected with ISOLATION
161	34645 County Road 31	Can be protected with ISOLATION
195	38981 West County Road 19	Can be protected with ISOLATION
368	14219 Highway 14	Can be protected with ISOLATION
912	42492 WCR 41	Can be protected with ISOLATION
1130	25471 WCR 76	Can be protected with ISOLATION
1226	33899 W CR 55	Can be protected with ISOLATION
1335	10545 Highway 14	Can be protected with ISOLATION
1718	14540 W CR 64	Can be protected with ISOLATION
1893	34499 W CR 31	Can be protected with ISOLATION
464	30930 CR 45	Can be protected with ISOLATION
522	34018 CR 55	Can be protected with ISOLATION

565
2053
3509
4447

31386 W CR 51
30500 CR 388
4321 West O Street
12336 CR 64 1/2

Can be protected with ISOLATION
Can be protected with ISOLATION
Can be protected with ISOLATION
Can be protected with ISOLATION

SECTION 00 63 63

CHANGE ORDER

Project: Eaton Pipeline Project (Phase 2)

Date of Issuance: ___/___/2023

Owner: North Weld County Water District
Address: 32825 WCR 39
Lucerne, CO 80646

Change Order No.: 02

Contractor: Connell Resources

Construction Manager: Roland Tremble

You are directed to make the following changes in the Contract Documents:

- 1) Provide an additional 5-year warranty on the mechanical joints installed between approximately Sta. 273+56 and Sta. 312+36.
- 2) Provide one additional field hydrostatic test after crews remobilize to the Site in late 2023.

Description:

Upon installation of the eastern ±3,880-feet of 30-inch PVC pipe along the Project's alignment, leaks at the installed mechanical joints were discovered during hydrostatic field testing. The Contractor promptly addressed the issue, and this segment of pipeline was re-tested. Upon re-testing, this segment of the pipeline definitively passed the field hydrostatic test. To provide the Owner with assurance for the future regarding the integrity of the installed mechanical joints, the 5-year warranty and additional hydrostatic pressure test are proposed.

Purpose of Change Order:

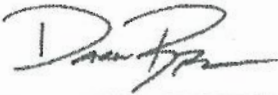

To provide documentation regarding the aforementioned warranty and additional test to be performed.

Attachments (List Documents Supporting Change):

- 1) N/A.

No appropriations have been made for this Change Order as it does not affect the current Contract Price nor the current Contract Time.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
<i>Original Contract Price:</i> \$7,136,142.60	<i>Original Contract Time:</i> Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024
<i>Previous Change Orders:</i> No. 1 to No. 1 \$19,588.00	<i>Net Change from Previous Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Contract Price Prior to this Change Order:</i> \$7,155,730.60	<i>Contract Time Prior to this Change Order:</i> Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024
<i>Net Increase of this Change Order:</i> \$0.00	<i>Net Increase of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Net Decrease of this Change Order:</i> \$0.00	<i>Net Decrease of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Net Change of this Change Order:</i> \$0.00	<i>Net Change of this Change Order:</i> Substantial Completion: Zero (0) Days Ready for Final Payment: Zero (0) Days
<i>Contract Price with all Approved Change Orders:</i> \$7,155,730.60	<i>Contract Time with all Approved Change Orders:</i> Substantial Completion: 03/31/2024 Ready for Final Payment: 04/30/2024

RECOMMENDED: By: 	APPROVED: By:	APPROVED: By: 
Engineer	Owner	Contractor

END OF SECTION

From: Darin Pytlik <dpytlik@providenceic.com>

Sent: Wednesday, April 26, 2023 8:52 AM

To: Eric Reckentine <ericr@nwcwd.org>

Cc: Garret Mick <garretm@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>

Subject: RE: Connell - 30 inch Pipeline materials issues and remedy

Eric,

In reviewing the records of the pressure test that was conducted on 3/29/23, the eastern $\pm 3,880$ feet of pipe was tested in accordance with NWCWD's Standard Specification Section 33 05 06 which requires a 2-hour test with a minimum pressure of 150 psi. Furthermore, the Specification allows for a small amount of leakage in gallons-per-hour based on a leakage formula that considers length of pipe tested, the diameter of the pipe, and the test pressure. The leakage is tracked using makeup water that the Contractor has to put into the pipe to maintain pressure.

Using the given formula, the maximum allowable leakage for the test section over the 2-hour test duration calculates to be 19.2 gallons or 9.6 gallons-per-hour. After reviewing the test records from 3/29/23, Connell used ± 1 gallon of total makeup water to maintain the abovementioned test pressure. These records show that they definitively passed the test, which is very encouraging. However, I encourage NWCWD to take Connell up on their offer to retest this segment of one more time later this year to ensure nothing has changed. In talking with Connell this week, I was able to confirm their willingness and intent to retest this section of pipeline.

In addition to reviewing the test records and allowable leakage, I've also researched mechanical joint (MJ) leakage issue and consulted with several industry experts and other contractors on this issue. None of these contacts have experienced these issues with leaking mechanical joints. Below are a variety of notes for your files that cover my questions and thoughts on the matter:

- 1) Is it possible that Connell installed the gaskets backwards? If they did, the geometry of the gasket sitting in the joint may not have engaged to provide full sealing until the extra torque was applied to the nuts on the joints' T-bolts. In order to definitively answer this, a complete disassembly of the joints would be required. However, if the gaskets were installed backwards, I don't think Connell could have achieved sealed joints like they have. I also think that a backward gasket would have been very evident at the time the restraining gland (Mega-Lug) was butted up against the gasket prior to tightening. In speaking with independent contractors, the installation of a backward MJ gasket would be very unlikely.
- 2) Is it possible that Connell tightened the radial bolts on the Mega-Lugs prior to tightening the nuts on the T-bolts which is required to compress the gasket and create a seal? By doing this, the radial bolts in the Mega-Lug gland ring would have likely prevented adequate compression of the gasket at the point T-bolt nut torque was reached. Combining the experience of Connell's crew, and oversight provided by NWCWD and TriHydro, this possibility seems minimal. In either case, the passing hydro test indicates that this issue was inherently remedied during the retorquing process after the joints were re-excavated.
- 3) Did Connell use lubricate ("soap") to facilitate the assembly of the mechanical joints? The Ductile Iron Pipe Research Association (DIPRA) provides guidance on the installation of ductile iron fittings with mechanical joints. DIPRA's Installation Guide mentions the use of lubricant to facilitate the assembly of mechanical joints. However, DIPRA does not mention that lubricant is necessary to achieve a sealed joint. If Connell was using gaskets that were either old or had

been exposed to the elements for a long period and the rubber had dried out, lubricant may have helped with sealing to some extent. Connell confirmed during the meeting at NWCWD's office on 3/15/23 that they did not use lubricant while assembling the joints. I also confirmed with Connell on 4/24/23 that the gaskets did not appear to be dried-out, unpliable, or suspect in any way.

- 4) Did installation during winter conditions contribute challenges with joint sealing? My initial suspicion that installing cold gaskets may have contributed to the sealing issues is 'loosely' confirmed by DIPRA. DIPRA recommends warming gaskets prior to installation in cold weather as a preferred practice; not a requirement. One contractor I spoke to said they keep gaskets in their pickups with the heater on them, and I've observed contractors doing this on past projects. I communicated this to Connell, and I would also recommend that NWCWD make this a best practice going forward.
- 5) Is it uncommon to torque the joint bolts above specification? One contractor I spoke to said they regularly over-torque T-bolt nuts upon assembly of mechanical joints to prevent any potential for leakage and to allow for post-installation settlement of the thick gaskets. This contractor also stated that "over-torquing" a mechanical joint is very hard to do. This contractor feels comfortable applying additional torque as the gaskets have considerable elasticity and settle in the joint; and the steel T-Bolts also have inherent elasticity. Considering this independent conversation, I don't believe Connell's follow up efforts to apply additional torque to the joints was unreasonable or abnormal.
- 6) Should there be any concern related to the integrity of the T-bolts and nuts based on Connell applying additional torque? In re-reviewing Connell's submittal, the T-bolts used on the job were manufactured in accordance with AWWA Standard C111 (*Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings*). This Standard describes the required bolt diameters, nut dimensions, and steel properties of the bolts. Based on a specified proof strength of the 1-inch T-bolts that were installed, a maximum torque of 268 ft-lbs was calculated, and a recommended torque of 201 ft-lbs was calculated, for normal fastening. This translates into a tensile load on the bolts of 16,068 pounds (max) and 12,051 pounds (normal), respectively. Tensile loads on the T-Bolts were also calculated for 120-, 140-, and 160 foot-pounds of torque and were determined to be 7,200 pounds, 8,400 pounds, and 9,600 pounds, respectively. Based on the calculations, I don't feel that NWCWD should be concerned with the additional torque that was applied to the T-bolts.

Regarding an extended warranty, I was able to speak to Connell and they are agreeable to providing a 5-year warranty on the mechanical joints in this section of pipeline. Based on common warranties included in normal construction contracts which are typically two years, I would recommend that NWCWD accept this extended warranty. If there are issues with these mechanical joint installations, I believe it will become evident within this 5-year window. If this extended warranty is acceptable to NWCWD, Connell offered to draft a warranty letter which will also include an agreement to perform the additional pressure test to be performed later this year.

Please note that in my conversations with Connell, I understand that they were not able to obtain any type of product certification from the PVC pipe manufacturer (Diamond) or from the gasket manufacturer (Star). In Connell's conversations with Diamond, they foresee no issues with the integrity of their pipe by torquing bolts beyond 120 ft-lbs, as it pertains to their pipe. Related to Star, Connell said

that a product representative contacted them after performing materials testing on the sample gaskets that were taken from the site and found no issues. As such, Star will not agree to providing a certification or guarantee.

Based on all of the follow up efforts that I was able to perform, below are my next step recommendations for NWCWD:

- 1) Accept Connell's offer of an additional warranty and follow up pressure testing. If the additional warranty and testing is not acceptable to NWCWD, I recommend another meeting take place between NWCWD and Connell to discuss what other measures could potentially be taken. If the additional warranting and testing is acceptable, I will request that Connell draft a letter for NWCWD's review and approval.
- 2) In line with recommendation 1, oversee the second pressure test later this year. I would recommend that this test be performed in cold weather to try to mimic the same climate conditions experienced during the initial installation. Furthermore, because Josh Matthews oversaw the first test, I recommend NWCWD have him oversee the second test for consistency and evaluate whether any discrepancies exist between the test procedures/results.
- 3) Remove Star components from NWCWD's specifications for pipe sizes 24-inches, and larger. Please note that I understand that other water providers in Colorado exclude Star components from their specifications/approved supplier lists.
- 4) Add requirements to NWCWD specifications:
 - a. Use lubricant to assemble mechanical joints.
 - b. Provide the means to keep gaskets warm prior to installation in cold temperatures.

Darin

From: Darin Pytlik

Sent: Tuesday, April 18, 2023 3:51 PM

To: 'Eric Reckentine' <eric@nwcwd.org>

Cc: Garret Mick <garretm@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>

Subject: RE: Connell - 30 inch Pipeline materials issues and remedy

Eric,

Okay – I have a call into Connell regarding these items.

I'll follow-up after I've had a chance to discuss with them.

Darin

From: Eric Reckentine <eric@nwcwd.org>

Sent: Tuesday, April 18, 2023 2:00 PM

To: Darin Pytlik <dpytlik@providenceic.com>

Cc: Garret Mick <garretm@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>

Subject: Connell - 30 inch Pipeline materials issues and remedy

Darin

NW met with Connell and PIC to discuss the material issues, the resulting leaks along the ¾ mile segment of the 30 inch PVC installed pipeline. The contractor methodology to remedy the leaks was to overtighten the lugs above manufacturer recommendations and conduct a pressurization retest.

Currently the contractors pay aps are on hold until we determine the next course of action for the district.

We discussed with the contractor

1. Additional warranty period
2. Additional pressure testing
3. Certification from both the pipe company and gasket manufacturer

Prior to finalizing pay applications the district needs to understand the best remedy to eliminate any risk to district up to including reinstallation of the gaskets

Please provide a recommendation of nest steps for district

Eric

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by **Mimecast Ltd**, an innovator in Software as a Service (SaaS) for business. Providing a **safer** and **more useful** place for your human generated data. Specializing in; Security, archiving and compliance. To find out more [Click Here](#).

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

LICENSE TO ENTER CITY OF THORNTON PROPERTY

The CITY OF THORNTON, a Colorado home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 (hereinafter “Licensor” or “Thornton”), the owner of property in Weld County Colorado, as more particularly described on the attached Exhibit A incorporated herein by this reference (the “Property”), does hereby grant this License to Enter (“License”) to allow North Weld County Water District, a Colorado political subdivision, whose address is 32825 CR 39, Lucerne, CO 80646 (hereinafter “Licensee”), its employees, authorized agents and contractors (“Crews”), to enter upon the Property for the purpose of: surveying, environmental and geotechnical investigations, and other necessary field work and data gathering in connection with the construction of a 42” water pipeline (the “Work”).

This License is subject to the following conditions and limitations:

1. This License shall commence on the date set forth below for a term of one (1) year.
2. Licensee’s crews will not enter fields that have crops or that are being prepared for crop planting with vehicles or ATV’s.
3. Crews will coordinate Licensee’s access to the Property with Thornton by contacting Brian Foss at (303) 538-7568, Brian.Foss@ThorntonCO.gov or Mike Flowers at (720) 977-7565, Mike.Flowers@ThorntonCO.gov at least 24 hours prior to entry.
4. All Work allowed under this License shall be performed in compliance with any and all applicable laws, codes or regulations by state, federal, or local requirements.
5. This License does not provide Licensee with any right to construct any permanent structures or above-ground appurtenances on the Property.
6. All Work allowed under this License shall be conducted in a manner that will not permanently damage the Licensor’s Property or interfere with Licensor’s or its tenant or agent’s use and occupancy of the Property and Licensee shall leave the Property in the same condition found.
7. Licensee will be responsible for any injury or damage to any of the infrastructure or facilities or any of the operations being conducted on the Property, resulting from the Work, as a condition of Licensee’s access to the Property.
8. Licensee affirms that by entering into this License, Thornton will require Licensee, and Licensee agrees to design, locate and place any resulting infrastructure on the Property so as to locate such infrastructure as close to existing property lines as possible so that such infrastructure causes the minimum possible inconvenience and damage to Thornton and/or the Property.
9. Licensee shall be responsible for securing the Property while conducting all Work allowed under this License, using temporary fencing and/or signage, if necessary for the protection of livestock, personnel and/or the public. Any such fencing shall be constructed in a way so as not

to prevent access to the Property by Licensor and/or the Landowner in the event of an emergency.

10. Licensee hereby agrees to promptly pay for any damages, including but not limited to damages of growing crops, pasture, fences, livestock, drain tile or buildings of Licensor, its tenants, or agents, resulting from Licensee's exercise of the rights granted herein.

11. Licensee hereby releases Licensor, its tenants and agents from and against any claims for injury or damages, including court costs and attorney's fees, arising from the exercise of this grant herein, except for claims arising from the negligence or willful misconduct of Licensor, its tenants, or agents.

12. Licensee, its agents, contractors, or affiliates agree to obtain and maintain in force during the term of this License, at its own cost, the following insurance coverages:

a) Workers Compensation and Employer's Liability Insurance as required by the Labor Code of the State of Colorado.

b) Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate naming Licensor as an additional insured.

13. Licensor does not guarantee that any markers or stakes will remain on the Property for any length of time. No metal markers or flags are to be used, only wooden stakes and only if necessary.

14. Licensee agrees to furnish Licensor, at no cost to Licensor, copies of any and all study and survey results and reports produced by or for Licensee as a result of the Work done under this License.

15. Licensee and Licensor understand and agree that they and their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this License, 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 it is from time to time amended, or otherwise available to Licensor and Licensee and their respective officers and employees.

16. Licensor or Licensee may terminate this License to Enter without cause by providing 30 days written notice the intent to terminate.

17. The parties hereby warrant that each party signing below has full and lawful authority to execute this License to Enter on behalf of said party.

APPROVED AND AGREED TO this _____ day of _____, 2023.

Signature pages follow.

LICENSOR:

CITY OF THORNTON
a Colorado home rule municipality

By: _____
Brett E. Henry, Executive Director-Infrastructure

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

Kara Godbehere, Senior Assistant City Attorney - Water

Exhibit A
Property Description
Thornton Farm 64

Legal Description per County Assessor: PT SW4 7-7-67 LOT B, REC EXEMPT RE-946

Location Address: VACANT LAND

Assessor Parcel Number: 070507000046

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 27 day of April, 2023, by and between HOUSTON TRANSPORTATION LLC, A COLORADO LIMITED LIABILITY COMPANY, whose address is P.O. Box 270922, Fort Collins, CO 80527 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement ("Permanent Easement" or "Easement") on, under, and across the real property legally described and depicted on Exhibit A ("Easement Area") attached hereto and incorporated herein by this reference, located in Larimer County, Colorado. The Permanent Easement shall be exclusive to Grantor except that the use will be non-exclusive to the use of the Larimer and Weld Irrigation Company ("LWIC") of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC. The Easement granted is for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE's activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE's purposes. GRANTEE shall have the right to install access roads if determined necessary

by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement or GRANTEE'S use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement;
11. Impound water or other substance in, on or over the Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the

purposes described in this Agreement;

15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service and the water pipeline and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in

the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Houston Transportation, LLC, a Colorado Limited Liability Company

By: [Signature]

Title: MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 27 day of April, 2023, by Jason Dingee as managing member of Houston Transportation, LLC, a Colorado Limited Liability Company.

My Commission Expires:

12-15-2025

[Signature]
Notary Public

Witness my hand and official seal.

**STACY LEE FARMER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214048620
MY COMMISSION EXPIRES 12/15/2025**

GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 3rd day of May, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

06/24/2024

Jodi L. Moran
Notary Public

**JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024**

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT AND APPROVAL BY LIENHOLDER

The undersigned, being the owner of a Deed of Trust encumbering the above-described property, hereby approves, ratifies, confirms, consents and subordinates its lien to the foregoing Permanent Exclusive Water Easement.

Dated this _____ day of _____, 2023

Firstbank
12345 West Colfax Avenue
Lakewood, CO 80215

By: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of Firstbank.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

North Parcel

A parcel of land, being part of Lot 2A, Amended Plat of Lot 2, K-2 Industrial Park, P.U.D., recorded February 14, 1989 as Reception No. 89006747 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the Northeast corner of that parcel of land described in that Special Warranty Deed recorded January 11, 2018 as Reception No. 20180002354 of the records of the Larimer County Clerk and Recorder;

THENCE South 15°32'19" East along the Northeasterly line of that parcel of land described in said Special Warranty Deed a distance of 243.43 feet to an Easterly corner of that parcel of land described in said Special Warranty Deed, said point also being the most Northerly corner of said Lot 2A, said point being the **POINT OF BEGINNING**;

THENCE continuing South 15°32'19" East along a Northeasterly line of said Lot 2A, a distance of 63.06 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line, said point hereinafter referred to as Point "A;"

THENCE departing from said Northeasterly line of said Lot 2A and along the arc of said curve, which is concave to the Northeast, a distance of 32.07 feet to a Northerly line of said Lot 2A, said curve having a radius of 348.23 feet, a central angle of 05°16'34" and a long chord bearing North 32°12'46" West a distance of 32.05 feet;

THENCE North 00°19'48" East, non-tangent to aforesaid curve and along said Northerly line of said Lot 2A, a distance of 33.64 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 298 sq. ft. or 0.007 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

South Parcel

COMMENCING at said Point "A;"

THENCE continuing South 15°32'19" East along said Northeasterly line of said Lot 2A, a distance of 11.51 feet to a Northerly corner of said Lot 2A;

THENCE South 63°37'19" East along a different Northeasterly line of said Lot 2A, a distance of 8.95 feet to the **POINT OF BEGINNING**;

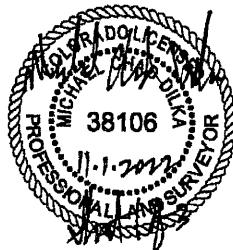


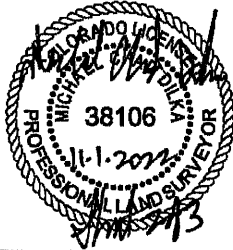
EXHIBIT A
(2 of 3)
PROPERTY DESCRIPTION

THENCE continuing South 63°37'19" East along said different Northeasterly line of said Lot 2A, a distance of 331.05 to the Northeast corner of said Lot 2A;
THENCE South 00°19'48" West along the East line of said Lot 2A, a distance of 26.00 feet;
THENCE North 67°34'00" West a distance of 54.79 feet;
THENCE North 66°54'14" West a distance of 120.61 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;
THENCE along the arc of said curve, which is concave to the Northeast, a distance of 172.57 feet to the **POINT OF BEGINNING**, said curve having a radius of 348.23 feet, a central angle of 28°23'38" and a long chord bearing North 52°07'39" West a distance of 170.81 feet;

Said described parcel of land contains 8,993 sq. ft. or 0.206 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

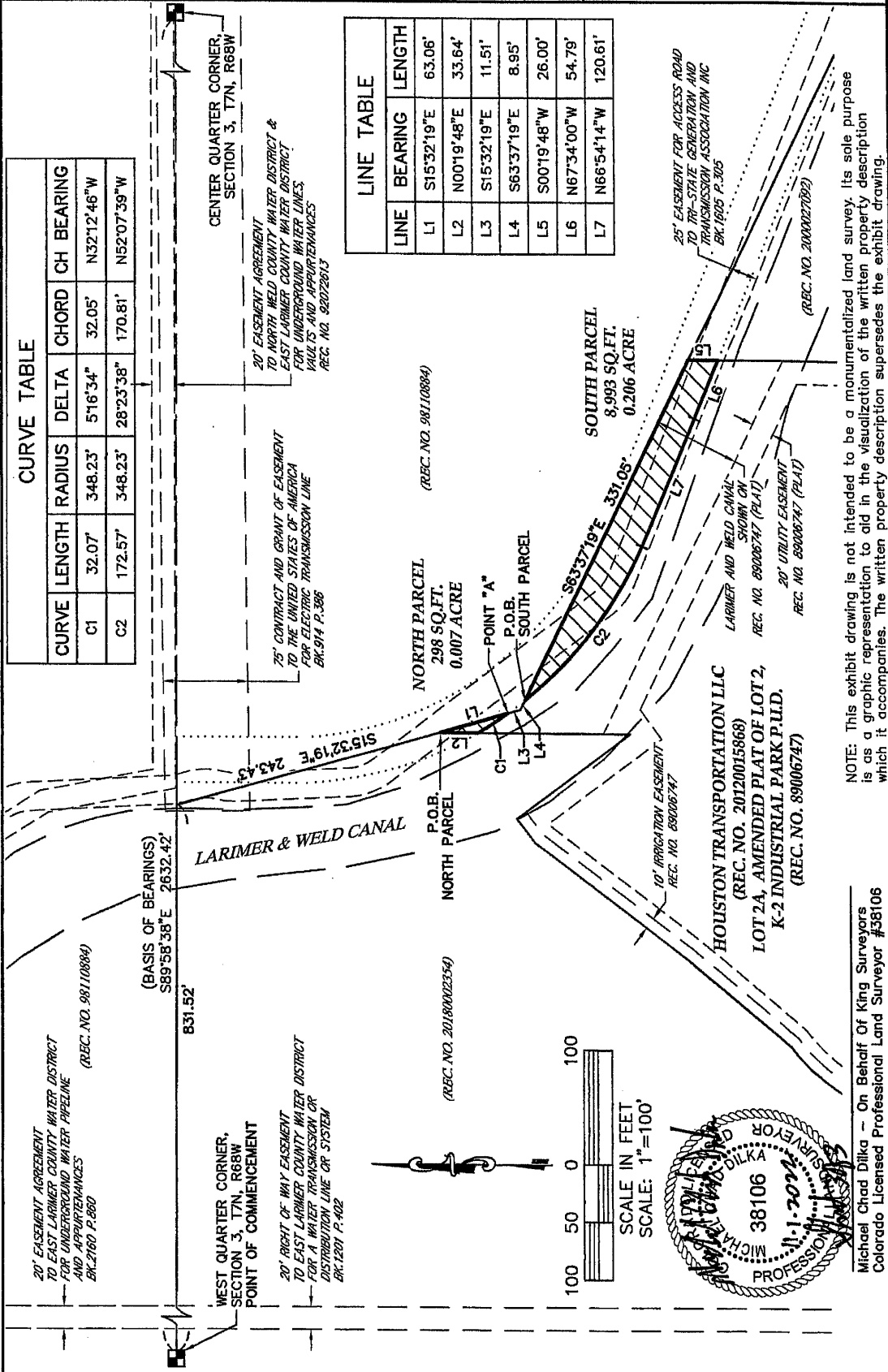
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

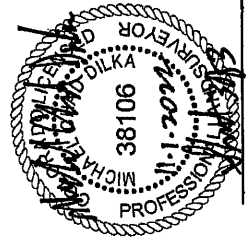


NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
 DATE: 11/1/2022
 CLIENT: NWCWD
 DWG: ESMT-HOUSTON TRANS LLC-PE
 DRAWN: SMF CHECKED: MCD



PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 2 day of May, 2023, by and between CITIZEN PRINTING CO., A COLORADO CORPORATION, whose address is 1309 Webster Avenue, Fort Collins, Colorado, 80524 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement (“Permanent Easement” or “Easement”) on, under, and across the real property legally described and depicted on Exhibit A (“Easement Area”) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado. The Permanent Easement shall be exclusive to Grantor except that the use will be non-exclusive to the use of the Larimer and Weld Irrigation Company (“LWIC”) of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC. The Easement granted is for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE’s activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE’s purposes. GRANTEE shall have the right to install access roads if determined necessary

by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement or GRANTEE'S use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement;
11. Impound water or other substance in, on or over the Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the

purposes described in this Agreement;

15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service and the water pipeline and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in

the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
CITIZEN PRINTING CO., A
COLORADO CORPORATION

By: David W. Shafer
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023, by David W. Shafer as President of Citizen Printing CO., a Colorado Corporation.

Witness my hand and official seal.

My Commission Expires:

06/24/2024

[Signature]
Notary Public

JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024

GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 3rd day of May, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

My Commission Expires:

06/24/2024

Jodi L. Moran
Notary Public

**JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024**

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

CONSENT BY LARIMER AND WELD IRRIGATION COMPANY

The undersigned, being the claimant of a prescriptive easement owner of a Deed of Trust encumbering a portion of the above-described property, hereby consents to the granting of the easements as described in the foregoing Permanent Exclusive Water Pipeline Easement.

Dated this ____ day of _____, 2023

LARIMER AND WELD IRRIGATION
COMPANY
106 ELM AVENUE
EATON, COLORADO 80615

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____ as _____ of LARIMER AND WELD IRRIGATION COMPANY.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of the East Half (E1/2) of Section Ten (10), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 185.23 feet;

THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING** of said centerline;

THENCE continuing South 19°32'12" East a distance of 158.42 feet;

THENCE South 14°01'59" East a distance of 105.96 feet;

THENCE South 09°46'41" East a distance of 273.86 feet;

THENCE South 06°03'20" East a distance of 155.21 feet;

THENCE South 03°30'54" East a distance of 295.71 feet;

THENCE South 01°04'17" East a distance of 244.12 feet;

THENCE South 20°58'05" West a distance of 179.12 feet;

THENCE South 34°42'02" West a distance of 112.96 feet;

THENCE South 24°09'28" West a distance of 176.96 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the East, a distance of 100.00 feet to a Point of Tangency (PT), said curve having a radius of 280.00 feet, a central angle of 20°27'42" and a long chord bearing South 13°55'37" West a distance of 99.46 feet;

THENCE South 03°41'45" West a distance of 89.78 to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the Northeast, a distance of 323.04 feet to a Point of Tangency (PT), said curve having a radius of 405.00 feet, a central angle of 45°42'00" and a long chord bearing South 19°09'15" East a distance of 314.54 feet;

THENCE South 42°00'15" East a distance of 33.54 feet;

THENCE South 46°03'29" East a distance of 95.19 feet;

THENCE South 48°56'17" East a distance of 198.62 feet;

THENCE South 47°23'50" East a distance of 302.15 feet;

THENCE South 45°23'55" East a distance of 98.50 feet;

THENCE South 89°25'45" East a distance of 516.99 feet to a point being Twenty (20) feet, as measured at a right angle, West of the West Right-of-way line of Larimer County Road 5, said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 10;

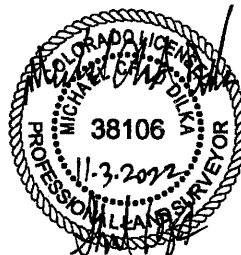


EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

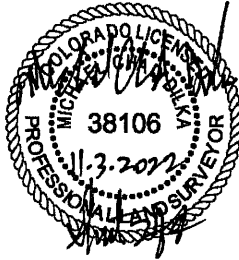
THENCE North 00°23'12" West along a line being Twenty (20) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 60.01 feet to the **POINT OF TERMINATION** of said centerline, said point bearing North 36°26'53" West a distance of 84.94 feet from the East Quarter (E1/4) corner of said Section 10;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and curves and so as to terminate on said South Right-of-way line of East Vine Street near the point of beginning and on a line that bears South 89°25'45" East near the point of termination.

Said described strip of land contains 140,805 sq. ft. or 3.232 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

EAST SIXTEENTH CORNER,
SECTIONS 3+10, T7N, R68W
POINT OF COMMENCEMENT

NORTHEAST CORNER,
SECTION 10, T7N, R68W

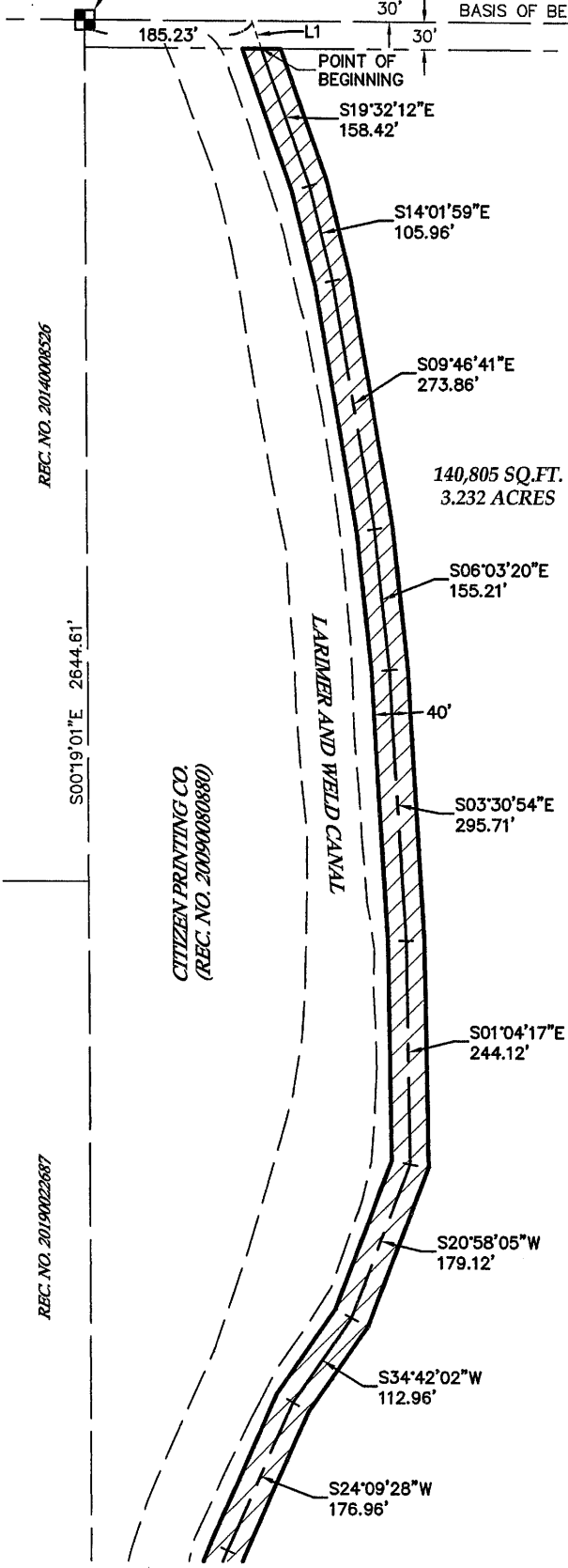
REC. NO. 20080016261

REC. NO. 20080016260

BASIS OF BEARINGS: S89°45'29"E 1315.18'

LCR 48 / EAST VINE DRIVE

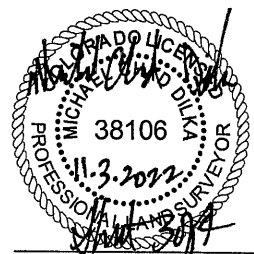
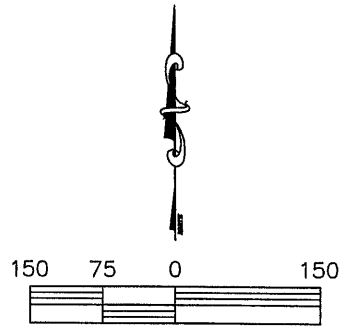
60' RIGHT-OF-WAY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°32'12"E	31.88'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

CITIZEN PRINTING CO.
(REC. NO. 20090080880)



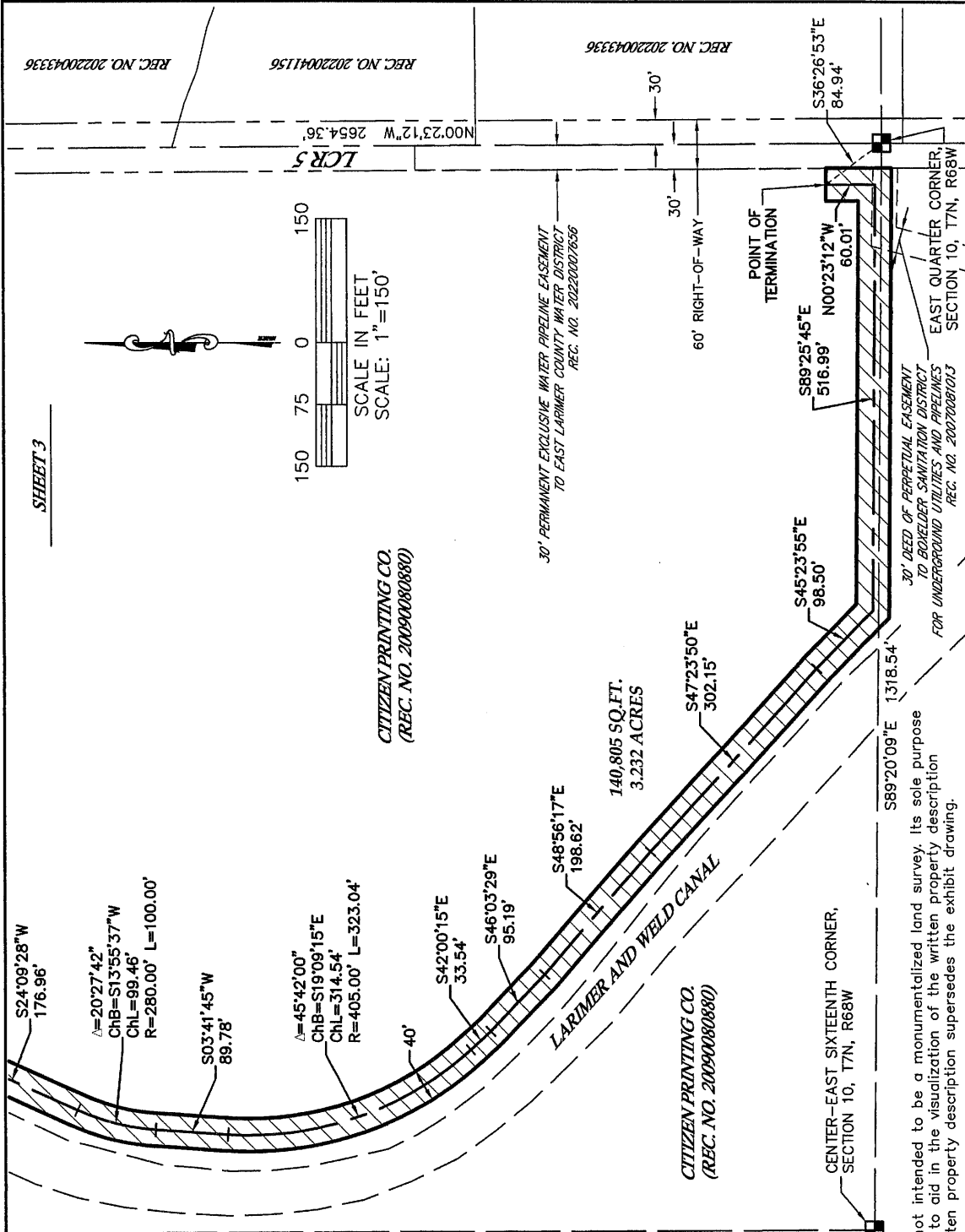
Michael Chad Dilka -
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106

SHEET 4



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20200030
DATE: 11/3/2022
CLIENT:NWCWD
DWG:ESMT-CITIZEN PRINTING-PE
DRAWN: SMF CHECKED: MCD



SHEET 3



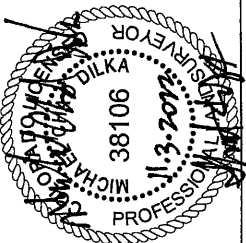
SCALE IN FEET
SCALE: 1"=150'

REC. NO. 20220041156
REC. NO. 20220043336
N00°23'12"W 2654.36'

30' PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT TO EAST LARIMER COUNTY WATER DISTRICT (REC. NO. 2022007656)

POINT OF TERMINATION

30' DEED OF PERPETUAL EASEMENT TO BOVELDER SANITATION DISTRICT EAST QUARTER CORNER, SECTION 10, T7N, R68W FOR UNDERGROUND UTILITIES AND PIPELINES (REC. NO. 20070081013)



Michael Chad Dilka -
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20200030
DATE: 11/3/2022
CLIENT:NWCWD
DWG:ESMT-CITIZEN PRINTING-PE
DRAWN:SMF CHECKED:MCD

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this 2nd day of May, 2023, by and between CITIZEN PRINTING CO., A COLORADO CORPORATION, whose address is 1309 Webster Avenue, Fort Collins, Colorado, 80524 (“GRANTOR”), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, “GRANTEE”).

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by this Temporary Construction Easement does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a temporary construction easement on, under and across the property described and depicted on Exhibit A (Property Description and Exhibit Map) attached hereto and incorporated herein by this reference, located in Larimer County, Colorado (“Easement”); for the purposes of :

1. Surveying, locating, installing and constructing a buried water pipeline on lands adjacent to the Easement, in whole or in part;
2. Cutting and clearing trees, brush, debris and other obstructions on the Easement that might interfere with GRANTEE’S activities on the Property; and
3. Access for purposes of surveying, locating, installing and constructing a buried water pipeline across property owned by the GRANTOR that is contiguous to the Easement with the GRANTOR’S consent, which consent shall not be unreasonably withheld.

Temporary Construction Easement shall begin on the first day construction activities for the water pipeline within the Easement begins. The Temporary Construction Easement ends on the last day construction activities for the water pipeline within the Easement occur, but no later than three (3) years after the first day construction activities for the water pipeline within the Easement begin.

During the term of this Temporary Construction Easement GRANTOR shall not place, erect, install or permit any above or below ground building, structure or other obstruction on the Easement that may interfere with the GRANTEE'S activities on the Property hereunder.

The GRANTEE shall:

4. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
5. Insofar as practicable, restore fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to GRANTEE'S activities on the Easement;
6. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement;

GRANTOR warrants and will forever defend the title to the Easement property. The easements and covenants contained herein shall run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
CITIZEN PRINTING CO., A
COLORADO CORPORATION


By: David W. Shafer
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023, by David W. Shafer as President of Citizen Printing CO., a Colorado Corporation.

Witness my hand and official seal.

My Commission Expires:
06/24/2024



Notary Public

JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024

GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 2nd day of May, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 06/24/2024

**JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024**

[Signature]
Notary Public

EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

West Parcel

A strip of land, Fourteen (14) feet in width, being part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section Ten (10), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 163.97 feet;

THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING**;

THENCE continuing South 19°32'12" East a distance of 59.97 feet;

THENCE South 70°27'48" West a distance of 14.00 feet;

THENCE North 19°32'12" West a distance of 65.00 feet to said South Right-of-way line;

THENCE South 89°45'29" East along said South Right-of-way line a distance of 14.88 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 875 sq. ft. or 0.020 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

East Parcel

A strip of land, Sixty (60) feet in width for most of it's length, being part of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Ten (10), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Sixteenth (E1/16) corner between said Section 10 and Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) and assuming the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 33642, 2007" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10855, 1995" in a monument box at the East end, as bearing South 89°45'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 1315.18 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'29" East along the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10 a distance of 270.24 feet;

THENCE South 19°32'12" East a distance of 31.88 feet to the South Right-of-way line of East Vine Drive, said South Right-of-way line being Thirty (30) feet, as measured at a right angle, South of and parallel with the North line of Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING**;

THENCE continuing South 19°32'12" East a distance of 133.49 feet;

THENCE South 14°01'59" East a distance of 112.78 feet;

THENCE South 09°46'41" East a distance of 279.43 feet;

THENCE South 06°03'20" East a distance of 159.59 feet;

THENCE South 03°30'54" East a distance of 299.19 feet;

THENCE South 01°04'17" East a distance of 261.41 feet;

THENCE South 20°58'05" West a distance of 204.33 feet;

THENCE South 34°42'02" West a distance of 115.21 feet;

THENCE South 24°09'28" West a distance of 169.58 feet to a Point of Curvature (PC);

THENCE along the arc of a curve, which is concave to the East, a distance of 71.43 feet to a Point of Tangency (PT), said curve having a radius of 200.00 feet, a central angle of 20°27'42" and a long chord bearing South 13°55'37" West a distance of 71.05 feet;

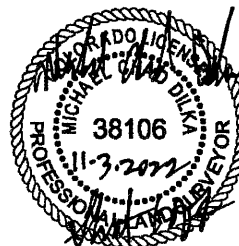


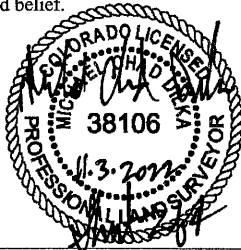
EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

THENCE South 03°41'45" West a distance of 89.78 to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northeast, a distance of 259.23 feet to a Point of Tangency (PT), said curve having a radius of 325.00 feet, a central angle of 45°42'00" and a long chord bearing South 19°09'15" East a distance of 252.41 feet;
THENCE South 42°00'15" East a distance of 30.70 feet;
THENCE South 46°03'29" East a distance of 90.35 feet;
THENCE South 48°56'17" East a distance of 197.68 feet;
THENCE South 47°23'50" East a distance of 304.62 feet;
THENCE South 45°23'55" East a distance of 67.55 feet;
THENCE South 89°25'45" East a distance of 503.31 feet to the West Right-of-way line of Larimer County Road 5, said West Right-of-way line being Thirty (30) feet, as measured at a right angle, West of and parallel with the East line of the Northeast Quarter (NE1/4) of said Section 10;
THENCE South 00°23'12" East along said West Right-of-way line a distance of 20.00 feet;
THENCE North 89°25'45" West a distance of 40.01 feet a point being Forty (40) feet, as measured at a right angle, West of said West Right-of-way line;
THENCE South 00°23'12" East along a line being Forty (40) feet, as measured at a right angle, West of and parallel with said West Right-of-way line a distance of 40.01 feet;
THENCE North 89°25'45" West a distance of 488.57 feet;
THENCE North 45°23'55" West a distance of 90.76 feet;
THENCE North 47°23'50" West a distance of 302.76 feet;
THENCE North 48°56'17" West a distance of 198.38 feet;
THENCE North 46°03'29" West a distance of 93.98 feet;
THENCE North 42°00'15" West a distance of 32.83 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northeast, a distance of 307.08 feet to a Point of Tangency (PT), said curve having a radius of 385.00 feet, a central angle of 45°42'00" and a long chord bearing North 19°09'15" West a distance of 299.01 feet;
THENCE North 03°41'45" East a distance of 89.78 to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the East, a distance of 92.85 feet to a Point of Tangency (PT), said curve having a radius of 260.00 feet, a central angle of 20°27'42" and a long chord bearing North 13°55'37" East a distance of 92.36 feet;
THENCE North 24°09'28" East a distance of 175.12 feet;
THENCE North 34°42'02" East a distance of 113.52 feet;
THENCE North 20°58'05" East a distance of 185.42 feet;
THENCE North 01°04'17" West a distance of 248.44 feet;
THENCE North 03°30'54" West a distance of 296.58 feet;
THENCE North 06°03'20" West a distance of 156.31 feet;
THENCE North 09°46'41" West a distance of 275.26 feet;
THENCE North 14°01'59" West a distance of 107.67 feet;
THENCE North 19°32'12" West a distance of 152.19 feet to said South Right-of-way line;
THENCE North 89°45'29" East along said South Right-of-way line a distance of 63.76 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 202,315 sq. ft. or 4.645 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

EAST SIXTEENTH CORNER,
SECTIONS 3-10, T7N, R68W
POINT OF COMMENCEMENT

REC. NO. 20080016261

REC. NO. 20080016260

NORTHEAST CORNER,
SECTION 10, T7N, R68W

BASIS OF BEARINGS: S89°45'29"E 1315.18'

LCR 48/EAST VINE DRIVE

60' RIGHT-OF-WAY

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

REC. NO. 20140005226

S00°19'01"E 2644.61'

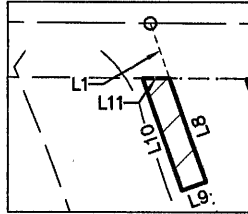
REC. NO. 20190022687

WEST PARCEL
(SEE DETAIL)
875 SQ.FT.
0.020 ACRE

CITIZEN PRINTING CO.
(REC. NO. 20090080880)

LARIMER AND WELD CANAL

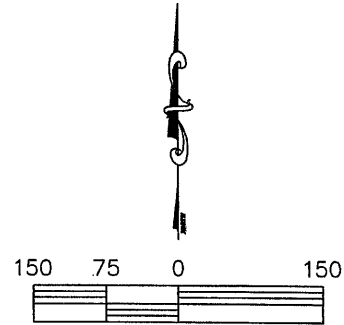
EAST PARCEL
202,315 SQ.FT.
4.645 ACRES



WEST PARCEL DETAIL
SCALE: 1"=80'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S19°32'12"E	31.88'
L2	S19°32'12"E	31.88'
L4	S00°23'12"E	20.00'
L5	N89°25'45"W	40.01'
L6	S00°23'12"E	40.01'
L7	S89°45'29"E	63.76'
L8	S19°32'12"E	59.97'
L9	S70°27'48"W	14.00'
L10	N19°32'12"W	65.00'
L11	S89°45'29"E	14.88'

CITIZEN PRINTING CO.
(REC. NO. 20090080880)



SCALE IN FEET
SCALE: 1"=150'



Michael Chad Dilka -
On Behalf Of King Surveyors
Colorado Licensed Professional
Land Surveyor #38106

SHEET 4



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 11/3/2022
CLIENT: NWCWD
DWG: ESMT-CITIZEN PRINTING-TCE
DRAWN: SMF CHECKED: MCD

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 22 day of March, 2023, by and between WESTERN HERITAGE PROPERTY DEVELOPMENT, INC., A COLORADO CORPORATION, whose address is 13540 Meadowgrass Drive Ste 100, Colorado Springs, CO 80921 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Exclusive Water Pipeline Easement ("Permanent Easement" or "Easement") on, under, and across the real property legally described and depicted on Exhibit A ("Easement Area") attached hereto and incorporated herein by this reference, located in Larimer County, Colorado. The Permanent Easement shall be exclusive to Grantor except that the use will be non-exclusive to the use of the Larimer and Weld Irrigation Company ("LWIC") of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC. The Easement granted is for the purposes of:

1. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities;
2. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the Permanent Easement under the terms of this Permanent Easement;
3. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE's activities and facilities within the Permanent Easement; and
4. Access for purposes of maintaining, inspecting, repairing, altering, removing and replacing one (1) or more buried water pipelines across property owned by the GRANTOR that is contiguous to the Permanent Easement. Access shall be limited to existing or future public and private roads located thereon where such roads are adequate for GRANTEE's

purposes. GRANTEE shall have the right to install access roads if determined necessary by GRANTEE.

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;
6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable, restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement.

The GRANTOR reserves the right to use and occupy the surface of the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE'S facilities on or under the Easement or GRANTEE'S use thereof, provided that in no event, without the prior written consent of the GRANTEE which shall be solely at the discretion of the GRANTEE, shall GRANTOR:

10. Construct or allow the construction of any buildings or other structures on or under the Easement;
11. Impound water or other substance in, on or over the Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent

Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement;

15. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
16. Install, alter or replace any fence on the Easement, except at near right angles to the water pipeline(s) and provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
18. Use the Easement for any purpose except agriculture or open areas without the prior written consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:
 - a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
 - b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - c. Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
 - e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
 - f. Granting subsurface or surface easements within the Easement Area to other utility and cable service crossings at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility/cable service and the water pipeline and further subject to industry standards for crossings that may be applicable.

No Termination: The Easement shall not be terminated or extinguished by nonuse or abandonment.

Governing Law; Enforcement: This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

No Rights to the Public: This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

Modifications to Agreement: This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area, and recorded in the real property records of Larimer County, Colorado.

Entire Agreement: This Agreement, subject to the GRANTEE'S rules, regulations, standards and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

Obligations to Run with the Land: The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions and limitations of this Agreement, shall run with and burden the GRANTOR'S Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

Western Heritage Property Development, INC., A Colorado Corporation

By: Larry Dozier VP

Title: Trustee

ATTEST:

By: [Signature]

Title: TRUSTEE

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

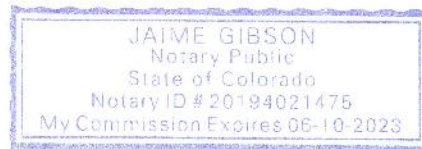
The foregoing instrument was acknowledged before me this 22 day of March, 2023, by Larry Dozier as trustee of Western Heritage Property Development, INC., A Colorado Corporation.

My Commission Expires:

06/10/2023

[Signature]
Notary Public

Witness my hand and official seal.



GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.


Witness my hand and official seal.


My Commission Expires:

Notary Public

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:


Scott Cockroft, Secretary

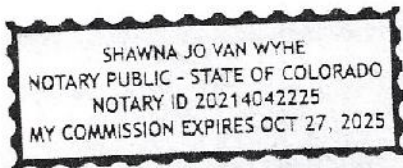

Tad Stout, President

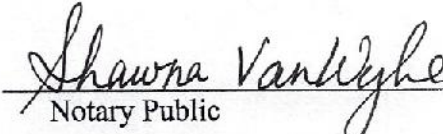
STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 10th day of April, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025




Notary Public

CONSENT BY LARIMER AND WELD IRRIGATION COMPANY

The undersigned, being the claimant of a prescriptive easement owner of a Deed of Trust encumbering a portion of the above-described property, hereby consents to the granting of the easements as described in the foregoing Permanent Exclusive Water Pipeline Easement.

Dated this _____ day of _____, 2023

LARIMER AND WELD IRRIGATION
COMPANY
106 ELM AVENUE
EATON, COLORADO 80615

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of LARIMER AND WELD IRRIGATION COMPANY.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of that parcel of land described in that Special Warranty Deed recorded April 26, 2000 as Reception No. 2000027092 of the records of the Larimer County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in that Trustee's Deed recorded December 17, 1998 as Reception No. 98110884 of the records of the Larimer County Clerk and Recorder;

THENCE South 15°32'19" East along said Southwesterly line of those parcels of land described in said Trustee's Deed and along a Northeasterly line of that parcel of land described in said Special Warranty Deed and along a Northeasterly line of Lot 2A, Amended Plat of Lot 2, K-2 Industrial Park, P.U.D., recorded February 14, 1989 as Reception No. 89006747 of the records of the Larimer County Clerk and Recorder, a distance of 318.00 feet;

THENCE South 63°37'19" East along a different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along a different Northeasterly line of that parcel of land described in said Special Warranty Deed, also being along a different Northeasterly line of said Lot 2A, a distance of 340.00 feet to the Northeast corner of said Lot 2A, said point being the **POINT OF BEGINNING**;

THENCE continuing South 63°37'19" East along said different Southwesterly line of those parcels of land described in said Trustee's Deed, also being along said different Northeasterly line of that parcel of land described in said Special Warranty Deed, a distance of 350.21 feet;

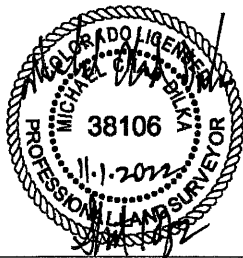
THENCE North 67°34'00" West a distance of 339.60 feet to the East line of said Lot 2A;

THENCE North 00°19'48" East along the East line of said Lot 2A, a distance of 26.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 4,091 sq. ft. or 0.094 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

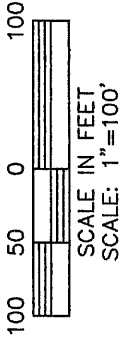
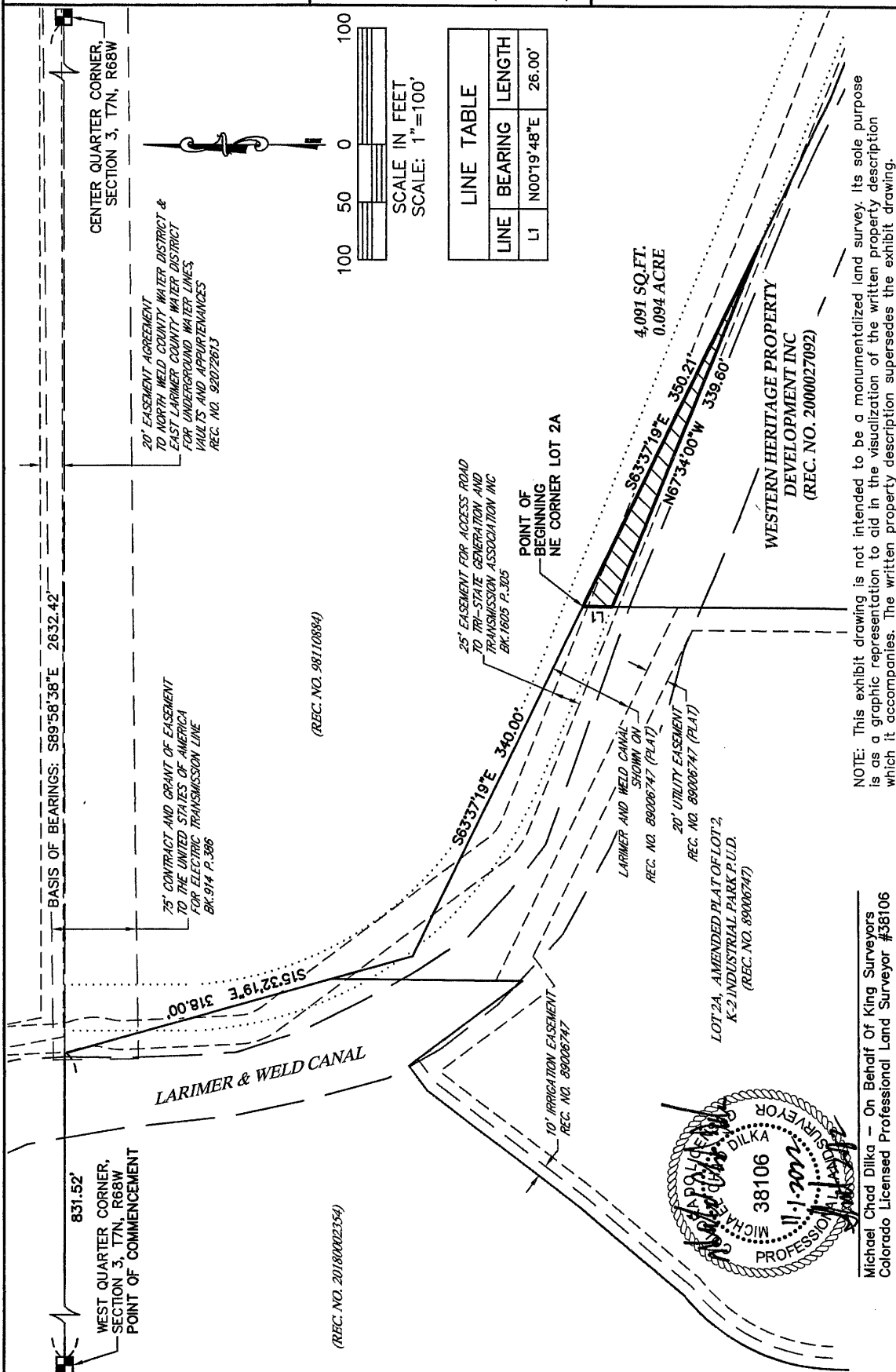
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

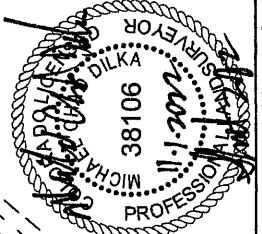
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



LINE	BEARING	LENGTH
L1	N00°19'48"E	26.00'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 11/1/2022
CLIENT: NWCWD
DWG: ESMT-WESTERN HERITAGE-PE
DRAWN: SMF CHECKED: MCD

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2023 (“Effective Date”), by and between Shaun Amelia Basiliere and Wesley Jay Basiliere, whose address is 13813 County Road 74, Eaton CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the “Temporary Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Temporary Easement Area”).

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the “Improvements”), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District’s activities on the Temporary Easement Area;
- (c) Allowing the District’s contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposed set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area.
In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal

representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

DISTRICT:

NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PT E2SE4 32-7-66 AMEND SUB EXEMPT AMDSE-1030

EXHIBIT B

Legal Description of Temporary Easement Area

EXHIBIT A
PROPERTY DESCRIPTION

Two parcels of land situate within that parcel of land described in Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County, situate within the Southeast Quarter (SE1/4) of Section Thirty-two (32) Township Seven North (T.7N.), Range 66 West (R.66W.), of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows:

PARCEL #1 -TEMPORARY CONSTRUCTION EASEMENT

The North 40 feet of the South 115 feet of said Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County.

Said described parcel of land contains a total of 26,701 sq. ft. or 0.613 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

PARCEL #2- TEMPORARY CONSTRUCTION EASEMENT

COMMENCING at the Southeast Corner of said Section 32, and considering the South line of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 32, as bearing South 88°49'14" West a distance of 1327.10 feet with all other bearings contained herein relative thereto;

THENCE South 88°49'14" West along said South line a distance of 632.79 feet to the East line of said Amended Subdivision Exemption No. 1030;

THENCE North 14°32'11" West along said East line a distance of 30.83 feet to the Northerly right-of-way line of County Road 74;

THENCE South 88°49'14" West along said Northerly right-of-way line a distance of 40.18 feet to the **POINT OF BEGINNING**;

THENCE continuing South 88°49'14" West along said Northerly right-of-way line a distance of 25.00 feet;

THENCE North 01°10'46" West a distance of 15.00 feet;

THENCE North 88°49'14" East a distance of 25.00 feet;

THENCE South 01°10'46" East a distance of 15.00 feet to said Northerly right-of-way line and the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 375 sq. ft. or 0.009 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

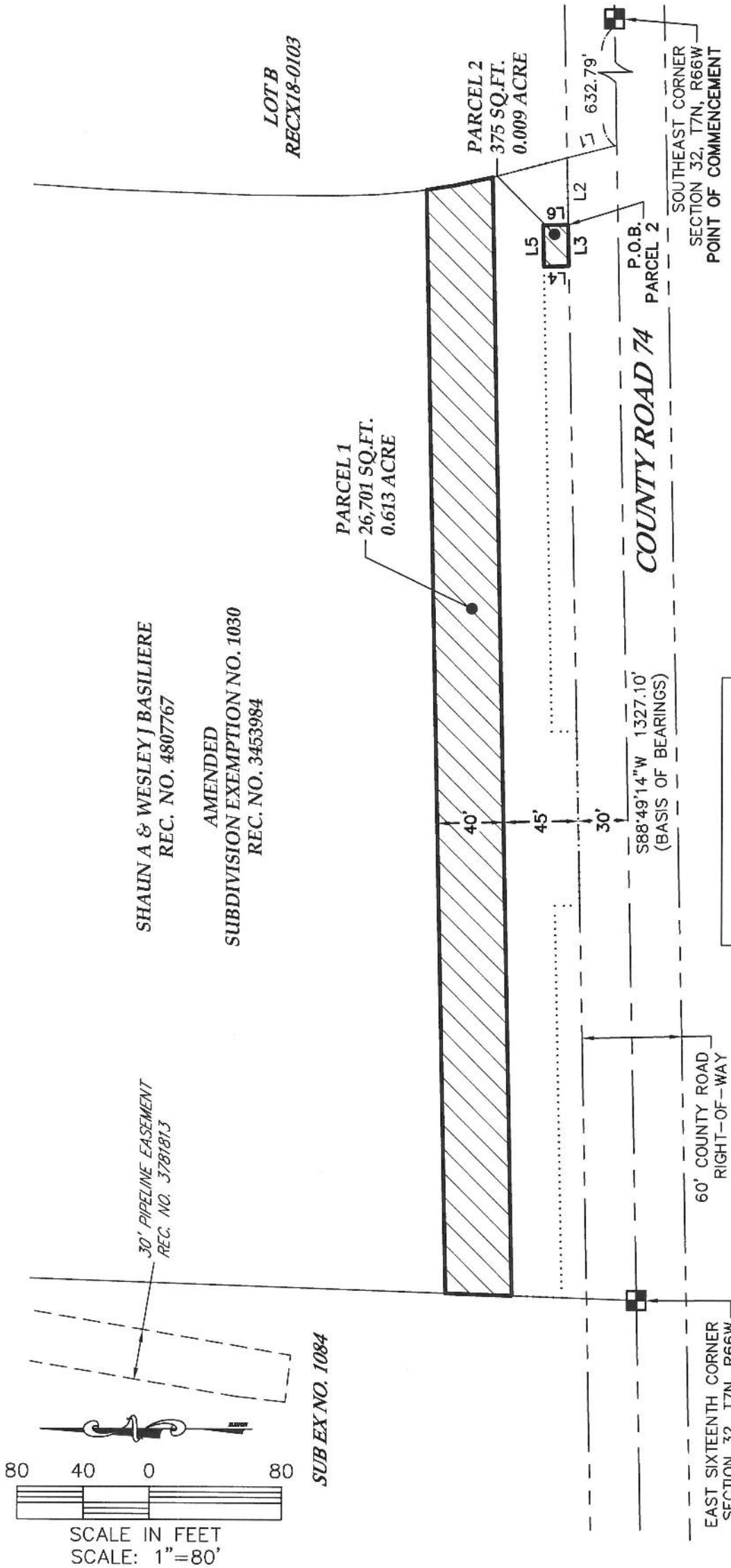
SURVEYOR'S CERTIFICATE

I, Roy Moesser, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



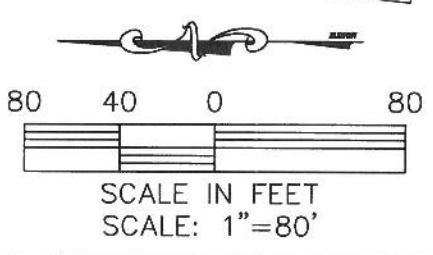
Roy Moesser - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #30110

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

LINE TABLE		
LINE	BEARING	LENGTH
L1	N14°32'11"W	30.83'
L2	S88°49'14"W	40.18'
L3	S88°49'14"W	25.00'
L4	N01°10'46"W	15.00'
L5	N88°49'14"E	25.00'
L6	S01°10'46"E	15.00'



NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO:20210474
DATE: 2/6/2023
CLIENT: PROVIDENCE
DWG: 20210474_TCE_BASILIERE_R1
DRAWN: SMF CHECKED: RM

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this _____ day of _____, 2023, by and between Shaun Amelia Basiliere and Wesley Jay Basiliere, whose address is 13813 WCR 74, Eaton CO 80615 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the “Easement Area”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “Improvements”) including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;

- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level,

without the prior written consent of Grantee;

- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and

authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

THE DISTRICT:

NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

PT E2SE4 32-7-66 AMEND SUB EXEMPT AMDSE-1030

EXHIBIT B

Legal Description of Easement Area

EXHIBIT A
PROPERTY DESCRIPTION

A parcel of land situate within that parcel of land described in Amended Subdivision Exemption No. 1030 recorded February 8, 2007 as Reception No. 3453984 of the Records of Weld County, situate within the Southeast Quarter (SE1/4) of Section Thirty-two (32) Township Seven North (T.7N.), Range 66 West (R.66W.), of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado being more particularly described as follows:

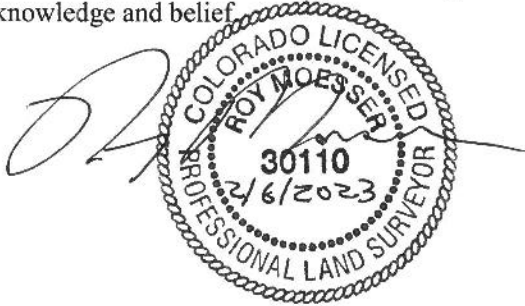
COMMENCING at the East Sixteenth Corner (E1/16) of said Section 32 and Section Five (5) Township Six North (T.6N.), Range 66 West (R.66W.), and considering the South line of the Southeast Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 32, as bearing North 88°49'14" East a distance of 1327.10 feet with all other bearings contained herein relative thereto;

THENCE North 01°56'09" East along the West line of said Amended Subdivision Exemption No. 1030, a distance of 45.10 feet to the **POINT OF BEGINNING**;
THENCE continuing North 01°56'09" East along said West line a distance of 30.04 feet;
THENCE North 88°49'14" East a distance of 672.42 feet to the East line of said Amended Subdivision Exemption No. 1030;
THENCE South 14°32'11" East along said East line a distance of 46.25 feet to the Northerly right-of-way line of County Road 74;
THENCE South 88°49'14" West along said right-of-way line a distance of 40.18 feet;
THENCE North 01°10'46" West a distance of 15.00 feet;
THENCE South 88°49'14" West a distance of 303.88 feet;
THENCE South 00°54'58" East a distance of 15.00 feet to said right-of-way line;
THENCE South 88°49'14" West along said right-of-way line a distance of 105.03 feet;
THENCE North 00°54'58" West a distance of 15.00 feet
THENCE South 88°49'14" West a distance of 235.65 feet to the East line of said Amended Subdivision Exemption No. 1030 and the **POINT OF BEGINNING**;

Said described parcel of land contains a total of 22,455 sq. ft. or 0.516 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

SURVEYOR'S CERTIFICATE

I, Roy Moesser, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief



Roy Moesser - on behalf of King Surveyors, Inc.
Colorado Registered Professional
Land Surveyor #30110

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011

LOT B
REC X18-0103

LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°49'14"W	40.18'
L2	N01°10'46"W	15.00'
L3	S00°54'58"E	15.00'
L4	N00°54'58"W	15.00'

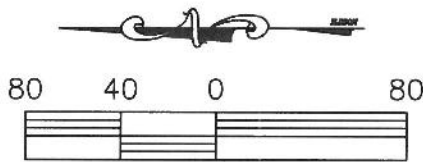
SHAUN A & WESLEY J BASILIERE
REC. NO. 4807767

AMENDED
SUBDIVISION EXEMPTION
NO. 1030
REC. NO. 3453984

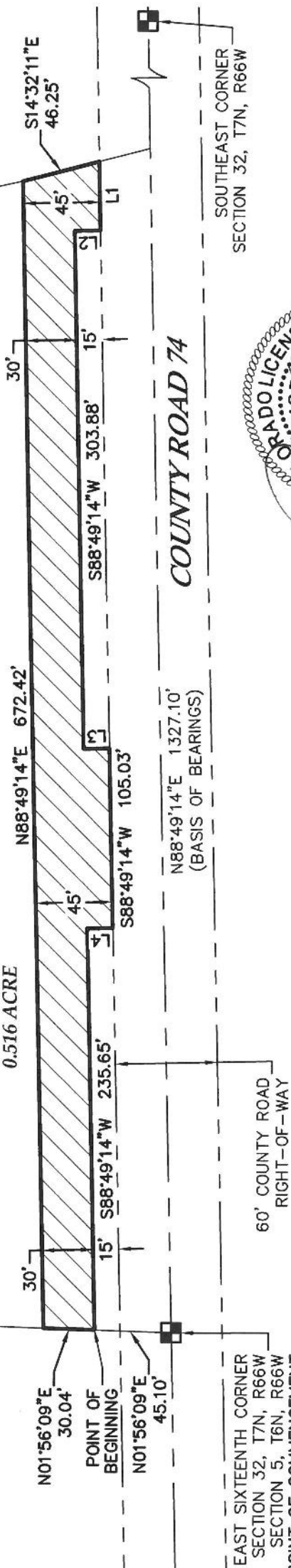
22,455 SQ.FT.
0.516 ACRE

30' PIPELINE EASEMENT
REC. NO. J781813

SUB EX NO. 1084



SCALE IN FEET
SCALE: 1"=80'



COUNTY ROAD 74

SOUTHEAST CORNER
SECTION 32, T7N, R66W

EAST SIXTEENTH CORNER
SECTION 32, T7N, R66W
SECTION 5, T6N, R66W
POINT OF COMMENCEMENT



Roy Moesser - On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #30110

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20210474
DATE: 2/6/2023
CLIENT: PROVIDENCE
DWG: 20210474_PE_BASILIERE_R1
DRAWN: SMF CHECKED: RM

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "**License**") is entered into to be effective as of _____, 2023, between **Bayswater Exploration & Production, LLC**, a Colorado limited liability company ("**Bayswater**" or "**Grantor**"), and **North Weld County Water District**, a Colorado special district ("**Grantee**").

Recitals

A. The City of Thornton is the owner of certain property (the "**Property**") described in that certain Surface Use Agreement dated April 17, 2020 (the "**SUA**"), attached as **Exhibit A**, made by and between Bayswater and Thornton.

B. In accordance with the SUA, Bayswater has built an access road (the "**Access Road**") as described in the SUA. Bayswater's responsibilities to Thornton regarding the maintenance and use of the Access Road are further described within the SUA.

C. Pursuant to Section 8(B) of the SUA, Bayswater is required to reclaim the surface of the Property after Bayswater's use of the Access Road is completed (the "**Surface Restoration**").

D. Grantee has constructed a Recharge Pond (the "**Recharge Pond**") on property identified in a Recharge Pond Easement Agreement, dated October 24, 2022 and recorded on November 23, 2022 at Reception No. 4868649 in the Records of the Weld County Clerk and Recorder (the "**Pond Easement**").

E. Grantor now desire to grant to Grantee a nonexclusive access license to use the Access Road to access the Recharge Pond, subject to the terms and conditions set forth herein.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, the parties hereto agree as follows:

1. **Grant of License.** Subject to the terms and conditions of this License, Grantor hereby grant to Grantee a nonexclusive Access License (the "**License**") for pedestrian and vehicular access on, over and across the Access Road for the purpose of:

- (a) access to the Recharge Pond; and
- (b) the repair, operation and maintenance of the Recharge Pond.

In connection with the exercise of its rights pursuant to the License, Grantee may permit its contractors, subcontractors, employees and agents to use the Access Road for the purposes set forth above.

2. **Reserved Rights.** The License is subject to the following rights reserved by Grantor:

(a) Grantee shall have no right to limit Grantor' use of the Access Road, as set forth in the SUA;

(b) Grantee shall provide twenty-four hour (24) notice via email or text message to: _____ (name) at _____ (phone) or _____ (email) a phone number or email address, or another individual with information to be provided by Grantor prior to any use of the Access Road, and, during such access, shall make reasonable efforts not to interfere with any traffic or operation of Grantor upon the Access Road. Grantee shall access the Access Road using safe driving behaviors and following applicable instructions on posted signage.

(c) Bayswater operates an active oil and gas operation with Health, Safety, Environmental and Regulatory requirements to comply with. Grantee shall complete Bayswater site-specific hazard prevention training (topics shall include vehicle collision prevention, emergency planning, etc.) and comply with safety procedures covered in training.

3. **Maintenance and Repair.** Grantee shall have no affirmative obligation to repair, improve, or maintain the Access Road so long as Grantee's use of the Access Road causes only normal wear and tear thereto. Nothing in this Section 3 shall limit Grantee's indemnity obligations set forth in Section 5 of this License with respect to any damage caused by the negligence or intentional misconduct of Grantee.

4. **Insurance.**

(a) Grantee shall maintain, at its cost, commercial general liability insurance, with a primary limit of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate per policy period. This insurance must include premises operations, personal injury, contractual liability, and broad form property damage coverages. In addition, Grantee shall cause all of its independent contractors and its subcontractors that it permits to use the Access Road pursuant to this License to carry similar insurance in amounts equal to or greater than those set forth above.

(b) All insurance policies maintained or caused to be maintained by Grantee shall provide that (i) each such policy shall be primary without right of contribution from any other insurance that may be carried by Grantee or Grantor, and all of the provisions thereof, except the limits of liability, shall operate in the same manner as if there were a separate policy covering each insured, (ii) the insurance company will have no right of subrogation against Grantor or a Relevant Person (as defined below); (iii) all Grantor shall be listed as additional insureds thereunder.

5. **Release and Indemnification.**

(a) To the fullest extent permitted by law, Grantee hereby releases Grantor and all of their directors, officers, employees and agents (each, a "**Relevant Person**"), and no Relevant Person shall be liable in any manner to Grantee or any other person claiming through Grantee for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Access Road relating to the use of the License, except to the extent that the same results from the negligence or willful misconduct of Grantor' Relevant Person.

(b) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless each of Grantor' Relevant Persons from any claim, suit, proceeding, loss, damage, cost or expense, including, without limitation, attorneys' fees and consultants' fees, asserted against or incurred by such Relevant Person as a result of or in connection with:

(i) any act or omission occurring in, on or about Grantor's Property related to the purposes for which the License is granted, except to the extent that the act or omission results from the gross negligence or willful misconduct of Grantor's Relevant Person, and aside from any act or omission causing only normal wear and tear to the Access Road; or

(ii) Grantee's failure to perform or observe any obligation or condition to be performed or observed by Grantee under this License; or

(iii) any act or omission on the part of Grantee that would constitute a default or violation under the terms of the SUA.

(c) To the fullest extent permitted by law, Grantor hereby release Grantee and all of its Relevant Persons, and no Relevant Person shall be liable in any manner to Grantor or any other person claiming through Grantor for any death, injury, loss, damage, cost or expense of any nature whatsoever resulting from any act or omission occurring on or about the Access Road or surrounding property relating to the use of the License, except to the extent that the same results from the gross negligence or willful misconduct of Grantee's Relevant Person.

(d) To the fullest extent permitted by law, Bayswater shall indemnify, defend and hold harmless each of Grantee's Relevant Persons from any claim, suit, proceeding, loss, damage, cost or expense, including, without limitation, attorneys' fees and consultants' fees, asserted against or incurred by such Relevant Person as a result of or in connection with:

(i) any act or omission occurring in, on or about the Access Road related to the purposes for which the License is granted, except to the extent that the act or omission results from the negligence or willful misconduct of Grantee's Relevant Person; or

(ii) Grantor's failure to perform or observe any obligation or condition to be performed or observed by Grantor under this License.

6. Amendment; Termination.

(a) This License may be amended only by a written instrument duly executed, delivered by Grantee (or its successors or assigns, as appropriate) and Grantor.

(b) This License shall terminate upon the termination or expiration of the SUA.

7. License Appurtenant. The burdens of the License and covenants herein with respect to Grantor shall run with and be appurtenant to the Access Road and the property that the Access Road sits upon, such that a transfer of legal title to all or a portion of Grantor's Property shall automatically transfer an interest in such burdens.

8. Compliance with Law. Grantee shall, at its sole cost and expense, comply with all codes, laws, ordinances, orders, rules, regulations, statutes and other governmental requirements regarding the use and operation of the Access Road for purposes of the License.

9. Governing Law. This License shall be construed in accordance with and governed by the laws of the State of Colorado.

10. **Entire Agreement.** This License constitutes the entire agreement among Grantor and Grantee concerning the subject matter hereof and supersedes any prior or contemporaneous agreements among Grantor and Grantee concerning the subject matter hereof.

11. **Counterparts.** This License may be executed in two or more counterparts, each of which, when executed, shall be deemed an original and both of which together shall be deemed one and the same instrument.

[Remainder of Page Intentionally Left Blank]

GRANTEE:

North Weld County Water District, a Colorado special district

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ as _____ of North Weld County Water District, a Colorado special district.

Witness my hand and official seal.

My commission expires _____. _____
Notary Public

GRAZING LEASE
(2023-2024)
(Farm #1 and #2)

THIS GRAZING LEASE ("this Lease") is made and entered into effective as of May 18th, 2023, by and between NORTH WELD COUNTY WATER DISTRICT, a special district and a political subdivision of the State of Colorado ("Landlord"), and Brandon Carlson ("Tenant").

RECITALS

A. Landlord is the owner of two (2) separate farms described and depicted on Exhibit A attached hereto and incorporated herein by reference and identified as "Farm #1" and "Farm #2" (collectively, the "Leased Premises").

B. Tenant desires to lease the Leased Premises for the purpose of grazing cattle upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Lease of Leased Premises. Landlord hereby leases the Leased Premises to Tenant for the grazing of cattle and related purposes and for no other purpose. Landlord shall have the right to use the Leased Premises for any purposes that do not materially interfere with the grazing rights herein leased to Tenant during the Term (defined below) of this Lease.

2. Term of Lease. The "Term" of this Lease shall be three (3) years consisting of the grazing season in the years 2020, 2021 and 2022, subject to early termination as set forth below.

3. Withdrawal of Property. Notwithstanding the terms of this Lease, Landlord reserves the right to remove from the Leased Premises that portion of Farm #2 generally consisting of a corridor from the Good Lateral westerly to the small pond located on Farm #2, the width of which shall be determined by Landlord in its sole discretion.

4. Early Termination. In the event of the sale of any part of the Leased Premises by Landlord to a third party and following the completion of the grazing season during the year in which such part of the Leased Premises is sold, Landlord shall have the right upon written notice to Tenant to terminate this Lease as to that part of the Leased Premises sold by Landlord.

5. Grazing Rent. The rent to be paid by Tenant to Landlord for the grazing of Animal Units upon the Leased Premises shall be the greater of the following sums: (i) \$ 1000 per

year or (ii) an amount equal to Seventy-Five Cents (\$.75) per Animal Unit per day grazing on any part of the Leased Premises payable on or before November 30 of each applicable year during the Term of this Lease. For purposes of this Lease, Landlord and Tenant agree that the term "Animal Unit" shall consist of the following:

Animal	Number of Animal Units
Bull	1.25
Cow	1.00
Yearling Steer or Heifer	.75
Calf Six Months to One Year	.50
Calf Three Months to Six Months	.30

Within fifteen (15) days following the end of each calendar month during the Term of this Lease, Tenant shall provide written verification to Landlord of the total number of Animal Units that grazed on the Leased Premises each day of the calendar month immediately preceding such verification.

6. Water Provided by Landlord. Landlord shall provide water without additional charges or fees to each of the Farms constituting the Leased Premises as follows, which water may be used by Tenant solely and exclusively for the watering of Tenant's cattle on the Leased Premises:

- A. Farm #1: A frost-free hydrant installed near the vicinity of the water depot.
- B. Fann #2: A frost-free hydrant installed along the southeast border of Fann#2.

Landlord shall be under no obligation to provide any other services or facilities to or for the benefit of Tenant in connection with this Lease.

7. Grazing Practices. In connection with his grazing activities on the Leased Premises, Tenant shall, at its sole expense, provide all water tanks, feed bunks, salt or mineral licks, fences (to supplement the pre-existing fences) and other supplies and equipment customarily used in connection with the pasturing of cattle. Tenant shall use prudence and care in transporting, storing, handling and applying any fertilizers, herbicides and other chemicals and similar substances which are required for proper and appropriate use of the Leased Premises for grazing purposes, provided that no such materials shall be applied to the Leased Premises without prior consultation and written consent of Landlord. Upon approval by Landlord, Tenant shall read and follow instructions on the labels for the use of such materials in order to avoid injury or damages to persons or property on the Leased Premises and adjoining areas. Any chemicals for weed control when used should be applied at levels not to exceed the manufacturer's recommendation. Tenant shall be solely responsible for all employer obligations on hired labor with respect to any safety requirements.

Grazing practices of Tenant shall be conducted in a good and workmanlike manner. Tenant shall not pasture livestock that continue to break through fences. Should any animals be found

outside the pasture on at least three (3) occasions, Landlord may request their removal from the Leased Premises. The number of cattle and extent of grazing shall be reasonably determined based upon the amount of rain and growing conditions. Under no circumstances shall the Leased Premises be overgrazed causing damage to the pasture.

In the event that Landlord shall, in its sole but good faith discretion, determine that the Leased Premises are being overgrazed or misused in any manner, Landlord shall notify Tenant in writing and Tenant must take immediate steps to correct such condition. In the event Landlord, in its sole but good faith discretion, believes that remedial action has not been promptly taken in a satisfactory manner, Landlord may, upon ten (10) days' prior written notice, terminate this Lease and Tenant shall thereafter promptly cause the removal of all cattle from the Leased Premises or the Farm constituting a part thereof designated by Landlord.

8. Additional Covenants of Tenant. Tenant agrees as follows:

A. To take appropriate action to maintain the health and safety of all cattle located upon the Leased Premises in a good and husbandlike manner.

B. To furnish, at Tenant's sole cost and expense, all labor, tools, machinery, and supplies required for grazing of cattle upon the Leased Premises during the Term of this Lease.

C. To not install any improvements on the Leased Premises without the prior written approval of Landlord.

D. To keep all fences and other improvements on the Leased Premises in good condition and repair and in a manner sufficient to turn cattle so as to avoid cattle escaping from the Leased Premises. All fence maintenance and repairs shall be made promptly and in a good and workmanlike manner by Tenant at his expense.

E. To maintain and repair all damages caused by Tenant and his employees, agents or invitees in connection with the grazing of cattle upon the Leased Premises, which damages may include, but are not limited to, damages to the roads, fences and frost-free hydrants on the Leased Premises.

F. To diligently exclude trespassers from the Leased Premises and to reasonably assist Landlord in prosecuting any trespassers.

G. To maintain all licenses and permits required for the conduct of its operations on the Leased Premises by any governmental or quasi-governmental authority with jurisdiction over such operations.

H. To comply with all applicable federal, state, and local laws, rules, and regulations regarding the Leased Premises.

9. Insurance.

9.1 Tenant, at its sole cost and expense, shall, during the Lease Term, procure, pay for, and keep in full force and effect a comprehensive policy of general liability insurance reasonably approved by Landlord covering the Leased Premises and insuring Tenant in an amount not less than One Million Dollars (\$1,000,000.00) covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, the insureds' liability for property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the Leased Premises (including acts or omissions of Tenant or of his employees or agents), and protection against liability for non-owned and hired automobiles.

9.2 All policies of insurance carried by Tenant shall name Tenant as an insured and shall name Landlord as an additional insured on the policy. The policy or policies shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days' prior written notice thereof is given to Landlord. Upon issuance or renewal of any such insurance policy, Tenant shall furnish a certified copy or duplicate original of such policy or renewal thereof with proof of premium payment to Landlord.

9.3 All insurance policies may be reviewed at least annually by Landlord and Tenant to ascertain that the coverage as provided by such policies adequately cover those risks required by this Section 9 to be insured.

10. "AS-IS" Nature of Leased Premises. Tenant acknowledges and agrees that Landlord has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present, or future, of, as to, concerning or with respect to the Leased Premises and (a) the nature, quality, or condition of the Leased Premises, including, without limitation, the water, soil, and geology of the Leased Premises; (b) the suitability of the Leased Premises for any and all activities and uses which Tenant may conduct thereon in connection with the grazing of livestock; (c) the profitability or fitness for a particular purpose of the Leased Premises; or (d) any other matter with respect to the Leased Premises and, specifically, that Landlord has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements.

11. Hazardous Materials.

11.1 As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material, or waste which is, or becomes, regulated by any local government authority, the State of Colorado, or the United States Government.

11.2 During the Term of this Lease, Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Leased Premises by Tenant, his agents, employees, contractors, licensees, or invitees, without the prior written consent of Landlord (which Landlord shall not unreasonably withhold as long as Tenant demonstrates to

Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's operation and that it will be used, kept, and stored in the manner which complies with all laws regulating any such Hazardous Material).

12. Tenant to Hold Landlord Harmless. Tenant covenants that it will indemnify and hold Landlord, and its officers, directors and employees, harmless from all claims, demands, judgments, costs, and expenses, including attorneys' fees, arising out of any accident or occurrence causing injury to any person or property whomsoever or whatsoever due directly or indirectly to the use or neglect of the Leased Premises or any part thereof by Tenant and his agents or employees, including, but not limited to, damage caused by any cattle which escape from the Leased Premises, unless such accident or occurrence results solely from the tortious misconduct or negligent act or omission on the part of Landlord, or its officers, directors and employees; and Tenant will indemnify and hold harmless Landlord, and its officers, directors and employees, from all damages and all penalties arising out of any failure of Tenant, in any respect, to comply with all of the requirements and provisions of this Lease; and Tenant covenants that Tenant shall keep and hold harmless Landlord, and its officers, directors and employees, and Landlord's interest in and to the Leased Premises forever from any penalty, damage, or charge imposed by any violation of any laws, whether occasioned by an act or omission of Tenant. In addition, Landlord, and its officers, directors and employees, shall not be liable to Tenant for any livestock injuries or deaths, regardless of cause, incurred in connection with such livestock grazing upon the Leased Premises under this Lease, unless such injuries or deaths result from a negligent act or omission of Landlord.

13. Default.

13.1 Tenant's Default.

A. Each of the following events shall be a "Default" by Tenant under this Lease:

(i) If Tenant shall fail to pay any installment of rent or any other sums due hereunder and such failure continues for ten (10) days from the date upon which Landlord provides written notice to Tenant advising of such failure.

(ii) If Tenant shall fail to observe or perform any other covenants and/or agreements for which it is responsible hereunder, and such failure continues for ten (10) days from the date upon which Landlord provides written notice to Tenant advising of such failure (provided that if Tenant commences to cure the default within the initial ten [10] day period and diligently prosecutes the same to completion, Tenant shall be afforded such additional time as is reasonably necessary to effect such cure if such failure cannot reasonably be cured within the initial ten [10] day period), provided, however, in no event shall such cure period extend for more than thirty (30) days.

(iii) If any petition is filed by or against Tenant (a) in any bankruptcy or other insolvency proceeding, or (b) seeking any relief under any state or federal debtor relief law, or

(c) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease, and any such action is not dismissed within thirty (30) days of said filing or appointment.

B. Upon the occurrence of any such Default, Landlord shall have the option to pursue either one (1) or both of the following remedies in addition to all other rights and remedies available to Landlord at law or in equity, all of such rights and remedies being cumulative:

(i) Terminate this Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender the Leased Premises to Landlord; and if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have, enter upon and take possession of the Leased Premises and expel or remove Tenant and his cattle and any other person who may be occupying the Leased Premises without being liable for any claim of damages.

If Landlord terminates this Lease under this provision, then Tenant shall pay to Landlord (a) an amount equal to all rent accrued through the date of termination, and (b) all amounts due under Section 13.1.C below.

(ii) Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Leased Premises in connection therewith if necessary) without being liable for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in performing Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the rate of twelve percent (12%) per annum.

C. Upon any event of Default, Tenant shall pay to Landlord, as additional rent, all reasonable costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (a) obtaining possession of the Leased Premises, (b) removing and storing Tenant's cattle and property, and (c) performing Tenant's obligations which Tenant failed to perform.

13.2 Landlord's Default. If Landlord shall fail to perform any of the conditions or covenants hereof on its part to be performed, Tenant shall give written notice of such default to Landlord; and if Landlord shall not within ten (10) days thereafter cure such default (or if the default cannot be cured within ten [10] days, if Landlord shall not within such period commence such cure and thereafter diligently complete the same), then Tenant shall have the right, at its option, to terminate this Lease without penalty or default on the part of Tenant and cease paying rent which accrues from and after termination of this Lease by Tenant.

14. Subletting and Assignment. Tenant may not assign this Lease or sublet the Leased Premises or any part thereof.

15. Notices. Any notice required or desired to be given by the parties hereto shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by a nationally recognized receipted overnight delivery service, including, by example and not limitation, United Parcel Service, Federal Express, or Airborne Express for earliest delivery the next

business day; or sent by electronic mail with a hard copy sent by regular mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail, postage prepaid; if sent by electronic mail, on the day sent if sent on a business day during regular business hours (8:00 am. to 5:00 p.m.) of the recipient, otherwise on the next business day, provided in each case, receipt of such electronic mail is acknowledged by the intended recipient thereof; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service. The addresses, telephone numbers, and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

If to Landlord:

North Weld County Water District
Attention: District Manager
32825 Weld CR 39
P.O. Box 56
Lucerne, CO 80646
Telephone: (970) 356-3020
E-mail: ericr@nwcwd.org

If to Tenant:

Brandon Coalson
35735 CR 59
Gill, CO 80624
(970)539-0436
bcoalson@alliedfsllc.com

16. Attorneys' Fees. Tenant shall pay and indemnify Landlord against all legal costs and charges, including attorneys' fees, lawfully and reasonably incurred in obtaining possession of the Leased Premises after default of Tenant or termination of this Lease, incurred in enforcing any covenant of Tenant herein contained or any right granted to Landlord, and incurred in collecting any grazing rent, monies, or other damages owed by Tenant to Landlord under this Lease.

17. Miscellaneous.

17.1 This Lease shall be construed according to its fair meaning and as if prepared by both parties hereto and shall be deemed to be and contain the entire understanding and agreement between the parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, express or implied, concerning this Lease unless set forth in writing and signed by both of the parties hereto.

17.2 Subject to the provisions hereof, the benefits of this Lease and the burdens hereunder shall inure to and be binding upon the parties hereto and their respective heirs, administrators, successors, and permitted assigns.

17.3 The parties hereto agree that this Lease shall be governed by and its terms construed under the laws of the State of Colorado. The parties further agree that any judicial proceedings commenced by either of them to enforce any of the obligations, covenants, and agreements contained herein, shall be commenced in the Weld County District or County Courts.

17.4 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being agreed that none of the provisions set forth herein nor any acts of the parties herein shall be deemed to create a relationship between the parties hereto other than the relationship of Landlord and Tenant.

17.5 Failure of Landlord to exercise any right or rights accruing to it by virtue of Tenant's breach of any covenant, condition, or agreement herein shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by Tenant, nor shall Tenant be relieved thereby from its obligations under the terms of this Lease.

17.6 The remedies of Landlord under this Lease shall be cumulative, no one of them shall be construed as exclusive of any other or of any other remedy provided by law.

17.7 Landlord reserves the right to grant to any third party such easements and rights-of-way as it desires over, across, and under portions of the Leased Premises so long as such easements and rights-of-way do not unreasonably interfere with Tenant's continuing use of the Leased Premises as provided in this Lease.

17.8 Tenant, upon the expiration or termination of this Lease, either by lapse of term or otherwise, agrees to peacefully surrender to Landlord the Leased Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

NORTH WELD COUNTY WATER
DISTRICT, a special district and a political
subdivision
of the State of Colorado

By _____
Name: _____
Title: _____

"Landlord"



Branch Coalson

"Tenant"

EXHIBIT A

DESCRIPTION AND DEPICTION
OF LEASED PREMISES

Farm#1

Lot B of Recorded Exemption No. 0553-35-1 RECXI 1-0049 recorded January 11, 2012 as Reception No. 3817451, being part of the Northeast Quarter (NE 1/4) of Section Thirty-five (35), Township Eight (8) North, Range Sixty-Six (66) West of the 6th P.M, County of Weld, State of Colorado.

Farm#2

Lot B of Amended Recoded Exemption No. 0553-25-1-AMR.E-858, recorded October 11, 2000 as Reception No. 2799388, being part of the Southeast Quarter (SE 1/4) of Section 24, and a part of the Northeast Quarter (NE1/4) of Section 25, all in Township 8 North, Range 66 West of the 5th P.M, County of Weld, State of Colorado.



NWCWD

water supply, operation plan and
drought projections

2023

2023 Supply & Demand

- ▶ Northern Water 70% C-BT quota
- ▶ North Poudre 2.5 acre-feet per share
- ▶ 2,463 acre-feet in carryover storage
- ▶ CSU trade of 600 acre-feet
- ▶ Cache la Poudre River at 104%
- ▶ Demand in water year 2023 Nov-May is 2,669 acre-feet which is down from last year
- ▶ No projected demand increase for the rest of 2023
- ▶ **Adequate water supply for 2023.**

	Total North Weld Demand only (AF)	Change from Previous Year
2020	7,050.1	5.0%
2021	7,290.8	3.4%
2022	7,223.9	-0.9%
2023 Projected	7,041.4	-2.5%

*Details in Projections Packet

Supply and Drought Model

Assumes the 2000's drought begins next year.

1. How resilient is the District's water supply?
 2. What if the C-BT quotas are reduced?
- ▶ Shows existing vulnerability during a multi-year drought
 - ▶ Small percent reductions in quota significantly impact yield and drought deficit

System Deficits	Historical Drought	Moderate Drought	Severe Drought
Total (acre-ft)	1,525	2,166	4,918
% increase		42%	222%

*Details in Projections Packet
Appendix C

Change one Variable

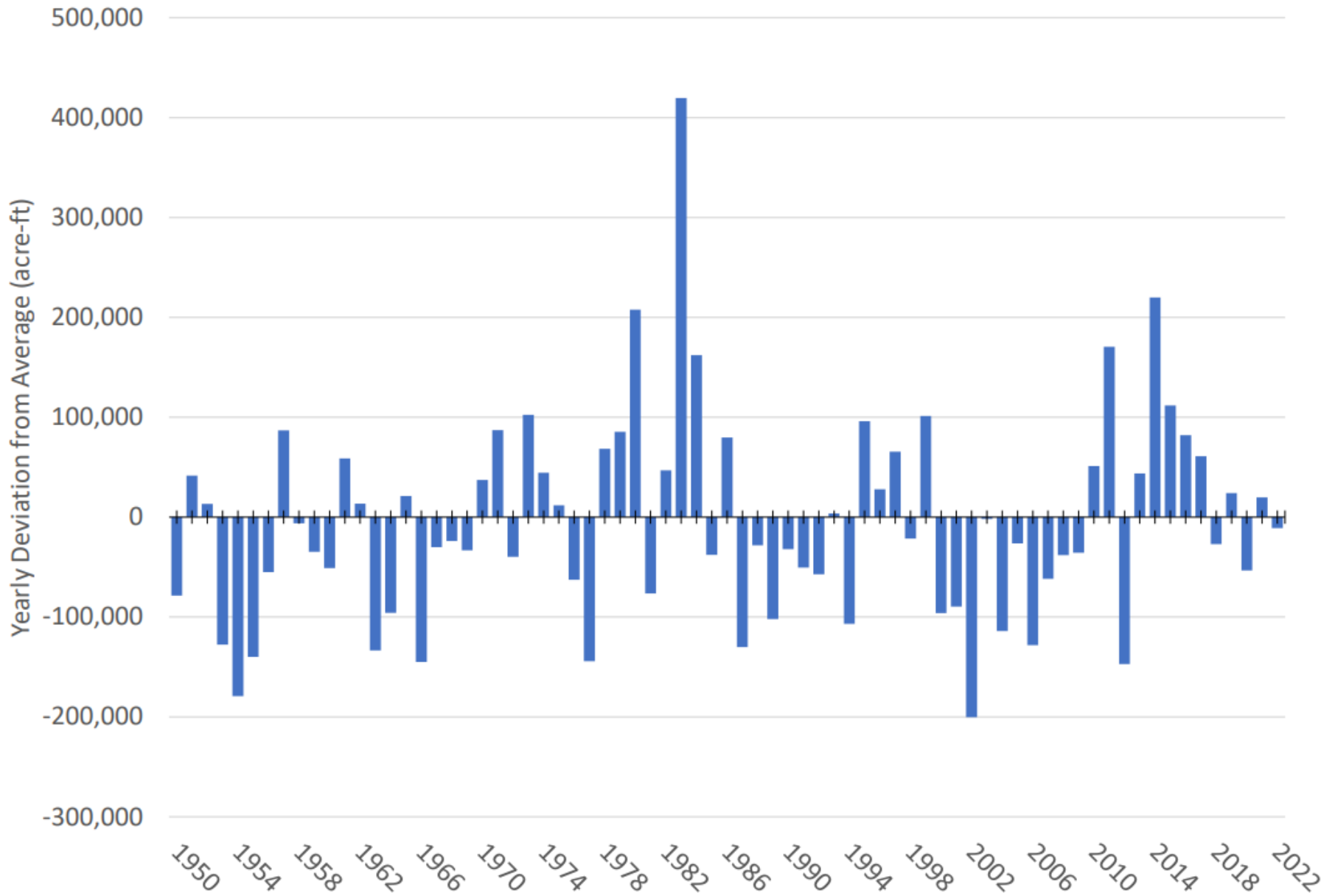
What if Northern Water allocates 60% C-BT quota?

Decreases supply by 1,100-acre feet

North Weld goes from surplus in 2023 to slight deficit
in 2024:

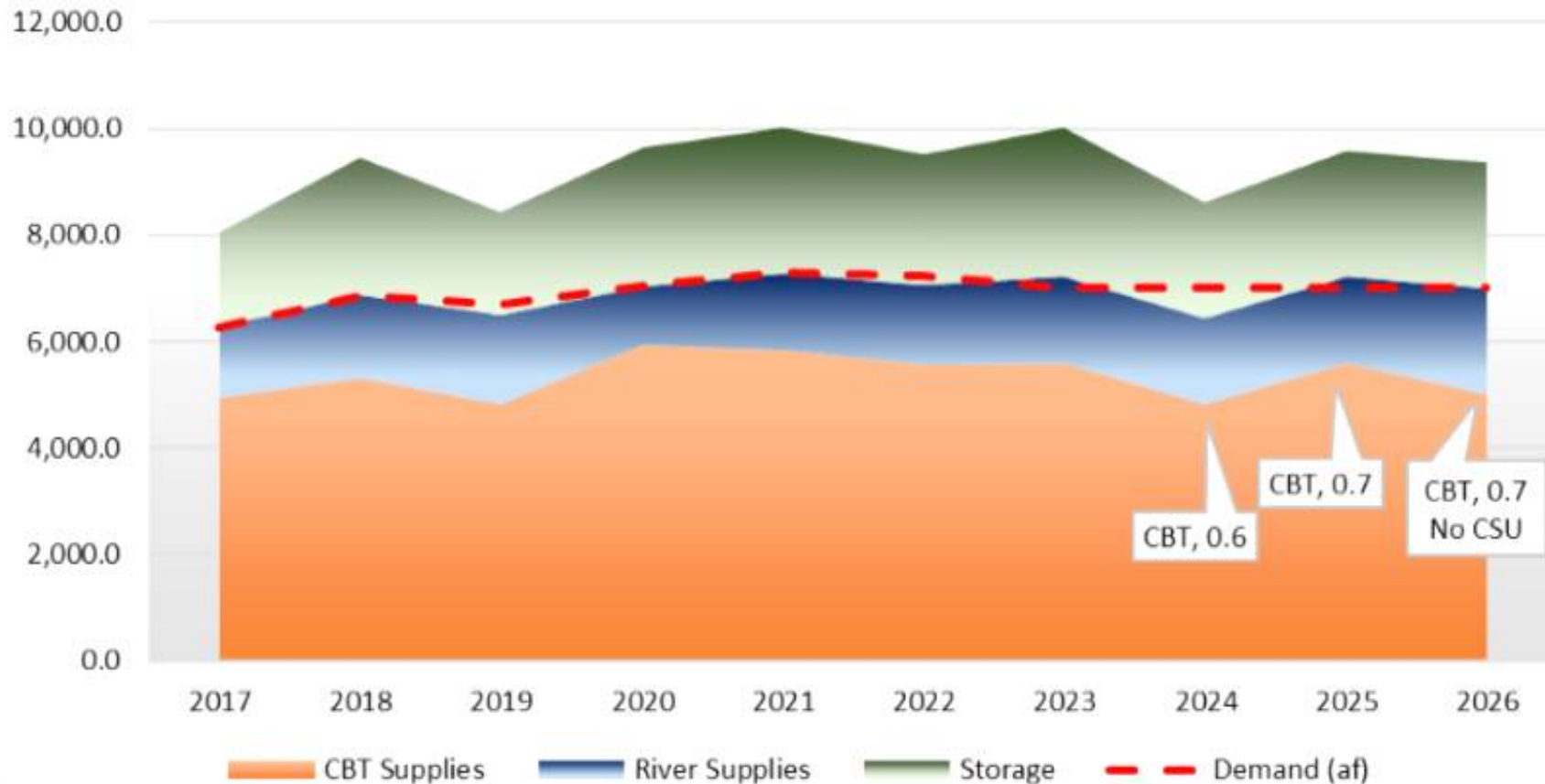
supply – demand = **Will not meet demand**

Naturalized Poudre River Streamflow - Deviation from Average



Water Supply
Variability

North Weld Supplies, Storage, and Demand Projections



projections

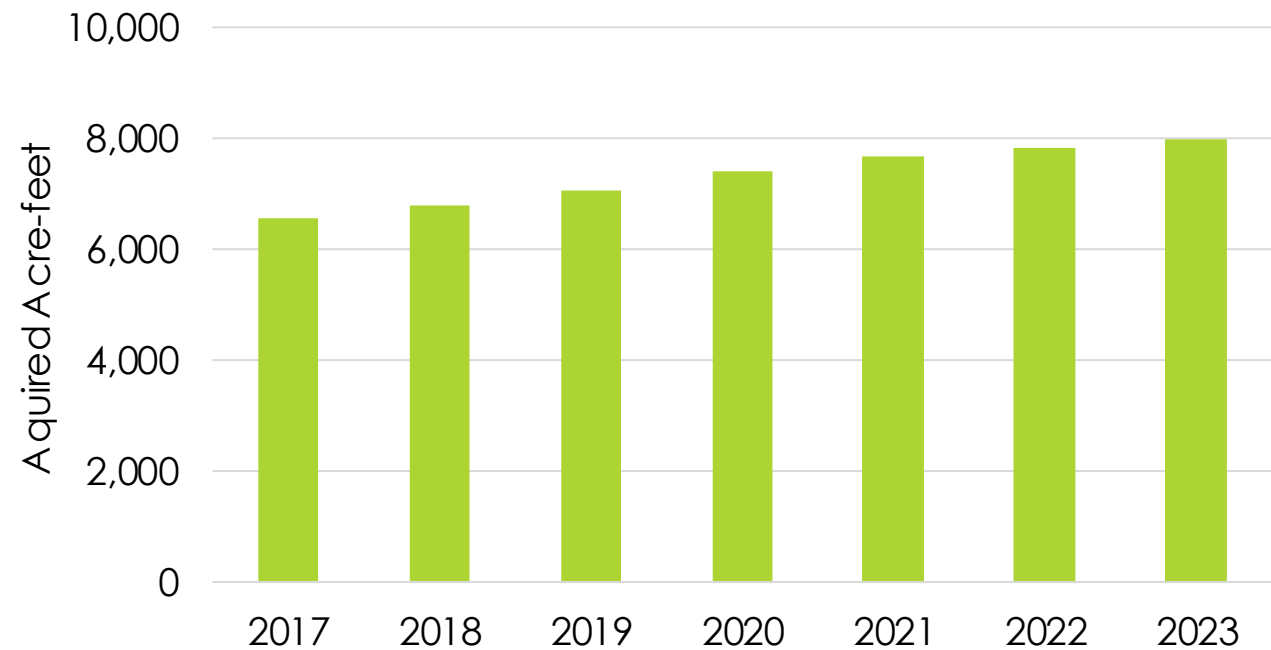
- ▶ 2024 Dip into storage reserves
- ▶ 2026 No additional C-BT from CSU but all acquired WSSC is changed and keeps us out of storage reserves.

Water Acquisitions

1,500 AF or 21% increase in supplies since 2017

Major increases in C-BT and WSSC

North Weld's Water Right Ownership

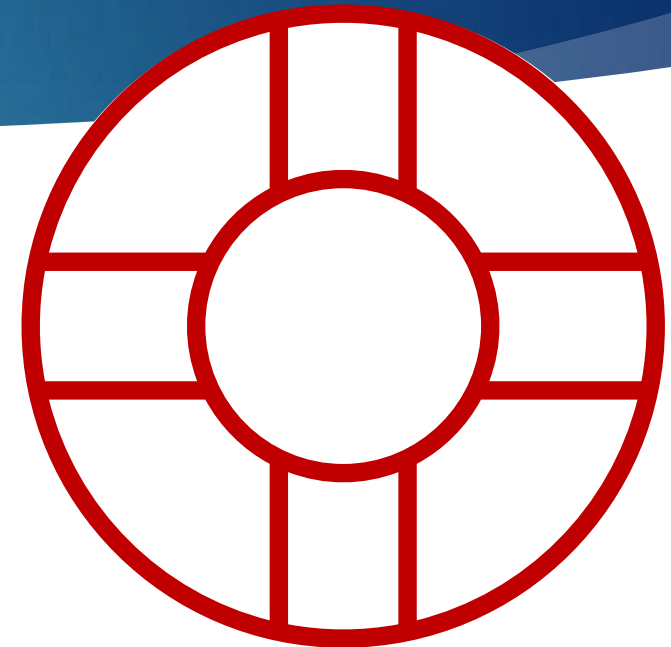


Closing the Gap and Proposed resolutions

Resolutions to Adjust Demand – Demand Management

1. Smart growth policy – Restrict Annual usage projected reduction in demand by 10% or 150 acre-feet
2. Restrict commercial usage of residential meters saves 80 acre-feet

Saves 230 acre-feet and Creates a slight Surplus instead of Deficit



Conclusions

- ▶ 2023 Adequate supplies to meet demand.
- ▶ 6.4% Demand decrease in 2023 YTD.
- ▶ North Weld has acquired 1,500 acre-feet since 2017.
- ▶ Future river supplies and C-BT quotas are variable which impact operations.
- ▶ CSU Lease Water could be replaced through WSSC adjudicated shares by 2025/26
- ▶ However, Water System Still Vulnerable – Drought and Quota
 - ▶ 1,500 AF – Commercial Sector Usage Over Allocation and NW Drought Water at Risk with Historic Drought Levels – Significantly Higher at Severe Drought levels.
 - ▶ Continue Smart Growth Demand Management Policies and Water Acquisition

To: Eric Reckentine, North Weld County Water District Manager
From: Tri-Districts Water Resources and Paul Weiss
Date: June 12, 2023

Re: **2023 Water Supply Projection and Operation Plan**

Background Reference Information

The projection for North Weld’s 2023 water supply is based on the following known data and assumptions.

Supply

- Northern Water allocated a 70% quota, which is near the long-term average.
- North Poudre allocated 2.5 acre-feet per share, which is near the long-term average.
- North Weld started the 2023 Water Year on November 1st with 2,463 acre-feet in Carryover Storage.
- North Weld expects to receive 600 acre-feet of C-BT through its trade agreement with CSU.
- The May 1st Northern Water streamflow forecast for the Poudre Basin is 104%.

Demand

- North Weld’s total demand is shown for the last three water years in the table below.
- In Water Year 2023, North Weld’s demand from November through April has been 2,690 acre-feet which is a decrease of 6.4% from the same six-month period last year.
- North Weld’s demand is projected to not increase over 2022 levels for the remainder of the water year.

	Total North Weld Demand only (af)	Change from Previous Year
2020	7,050.1	5.0%
2021	7,290.8	3.4%
2022	7,223.9	-0.9%
2023 Projected	7,041.4	-2.5%

PVP Diversion Limitation

- During the WY 2021 and 2022 seasons, the Pleasant Valley Pipeline (PVP) was unavailable due to infrastructure reasons for and for diminished water quality from turbidity in the Poudre River.
- Losses of 15% of the reusable supplies are projected from infrastructure and water quality issues at the PVP in 2023.

	2022	2021
Infrastructure Issues	19	25
Water Quality	23	19
Total Days Off	38	44

Projection

- North Weld is estimated to have approximately 1,009 acre-feet of supplies remaining at the end of Water Year 2023.

2023 North Weld Projection	
1 Carryover Storage	2,463
2 Single Use Supplies	5,672
3 CSU C-BT Trade	600
4 Reusable Supplies	1,615
5 Total Projected Supplies	10,350
6 Projected total 2023 Demand at SCFP	-7,041
7 (Commercial Usage Over Allocation 1500)	
8 Projected Diversions to Carryover Storage	-2,299
9 Estimated Supplies Remaining	1,009

Table 1: North Weld Projected 2023 Water Supplies (values in acre-feet)

The attached Appendix A provides the details for each of the categories of water supplies and the demands during 2023. Appendix B gives a planning scenario for next year if Northern Water sets a C-BT quota of 0.6 in 2024. Appendix C provides details on North Weld’s water supplies modeled for a multi-year drought.

Summary

- North Weld will carefully manage its supplies in 2023 to reach the end of the water year and store a sufficient volume in Carryover Storage to prepare for 2024.

Water Supply-Drought Formula

*Ratio = (Carryover Supply + Projected WY Supply * 0.95) / (Normalized ATP Demand * 1.10 + RFO)*

Where:

Carryover Supply = stored water from previous water year

Projected WY Supply = expected yield on CBT plus native rights for current water year

0.95 = safety factor on supply

Normalized ATP Demand = expected at-the-plant demand under normal conditions

1.10 = dry year demand multiplier

RFO = return flow obligations associated with converted native supplies

1. North Weld's Water Supply Ratio for 2023 is **1.19**.

Resolution No. 20220314-02: Residential Drought Policy

- North Weld approved a Residential Drought Policy which allows residential outdoor watering restrictions to be applied its customers depending on the stage of drought.
- Based on the Water Supply Formula, North Weld's 2022 water supply is considered **Adequate** with a Ratio of **1.19**.
- There is no staff recommendation for residential outdoor watering restrictions.

Appendix A - 2023 North Weld Water Supply Projection

	<u>Beginning of Year Storage Accounts</u>	<u>Shares/Units</u>	<u>Allocation</u>	<u>AF</u>	<u>Comments</u>
1	Carryover CBT			1,297.0	
2	Gravel Pit Storage			531	
3	Horsetooth Account			400	
4	Chambers Lake Reservoir			<u>235.2</u>	
5		Subtotal		2,463	Start of Water Year Goal is 2,400 acre-feet
	<u>Single Use Supplies</u>				
6	Quota CBT	5,130	70%	3,499	Includes new purchases
7	North Poudre MU	835.5	2.50	2,089	
8	CSU Trade			600	Projected transfer of excess C-BT at end of water year
9	Divide A	47	1.8	85	2020-2022 average
10	North Weld Rental Pool for Commercial Accounts				
11		Subtotal		6,272	
	<u>Reusable Supplies</u>				
11	Arthur			243	All values based on 2020-2022 average
12	JR Brown			70	
13	Jackson			107	
14	Sand Creek			92	
15	Tunnel			437	This is the amount of WSSC when fully converted
16	WSSC			950	1,338
17		Subtotal		1,900	
18	Loss from PVP Infrastructure & WQ Shutdowns			-285	Assume a loss of 15%
19		Updated Reusable Subtotal		1,615	
20	Total Projected Supplies			10,350	Line 4 + Line 10 + Line 19
	<u>Demand at SCFP</u>				
21	Actual 2023 Demand Nov to April			-2,690	Currently down -6.4% from 2022
22	Projected 2023 Demand May to Oct			-4,351	Actual values from 2022
23	Projected total 2023 Demand at SCFP			-7,041	2022 demand was 7,223.9 af
	<u>Diversions to Storage</u>				
24	C-BT Carryover for 2024			-1,477	NW Carryover plus rental from CSU
25	Gravel Pit Storage for RFs, Exchange, and Evap			-410	Includes refill of Pond 3
26	Horsetooth Account			-412	Replace releases and evap
27	Projected Diversions to Storage			-2,299	
28		Estimated Supplies Remaining		1,009	Line 18 - Line 22 - Line 26
	<u>End of Year Storage Goals</u>				
29	C-BT Carryover for 2024	1,343			
30	Gravel Pit Storage	674			
31	Horsetooth Account	400			
32	Chambers Lake Reservoir				Request approval at May 2023 WSSC Board meeting
		Subtotal	2,417		Need to meet target of 2,400 acre-feet

To: Eric Reckentine, North Weld County Water District Manager
From: Tri-Districts Water Resources
Date: June 12, 2023

Re: **Appendix B to 2023 Water Supply Projection and Operation Plan**

Appendix B: What If the Next C-BT Quota in 2024 is 0.6?

Based on the 2023 North Weld water supply projections and operations plan, an additional year was added so this appendix can be used as a scenario planning tool for the next year. All North Weld’s water supplies are subject to variability each year. Figure 1 below shows the yearly variation of the Poudre River streamflow from the long-term average during the study period. Amounts below average are defined as a deficit. This figure also illustrates the degree of variability over the study period and shows the sustained, multi-year periods of deficit conditions. Table 1 compares the Poudre River streamflow to allocated C-BT quotas. Scenario planning is vital for preparing for the variability in North Weld’s water sources.

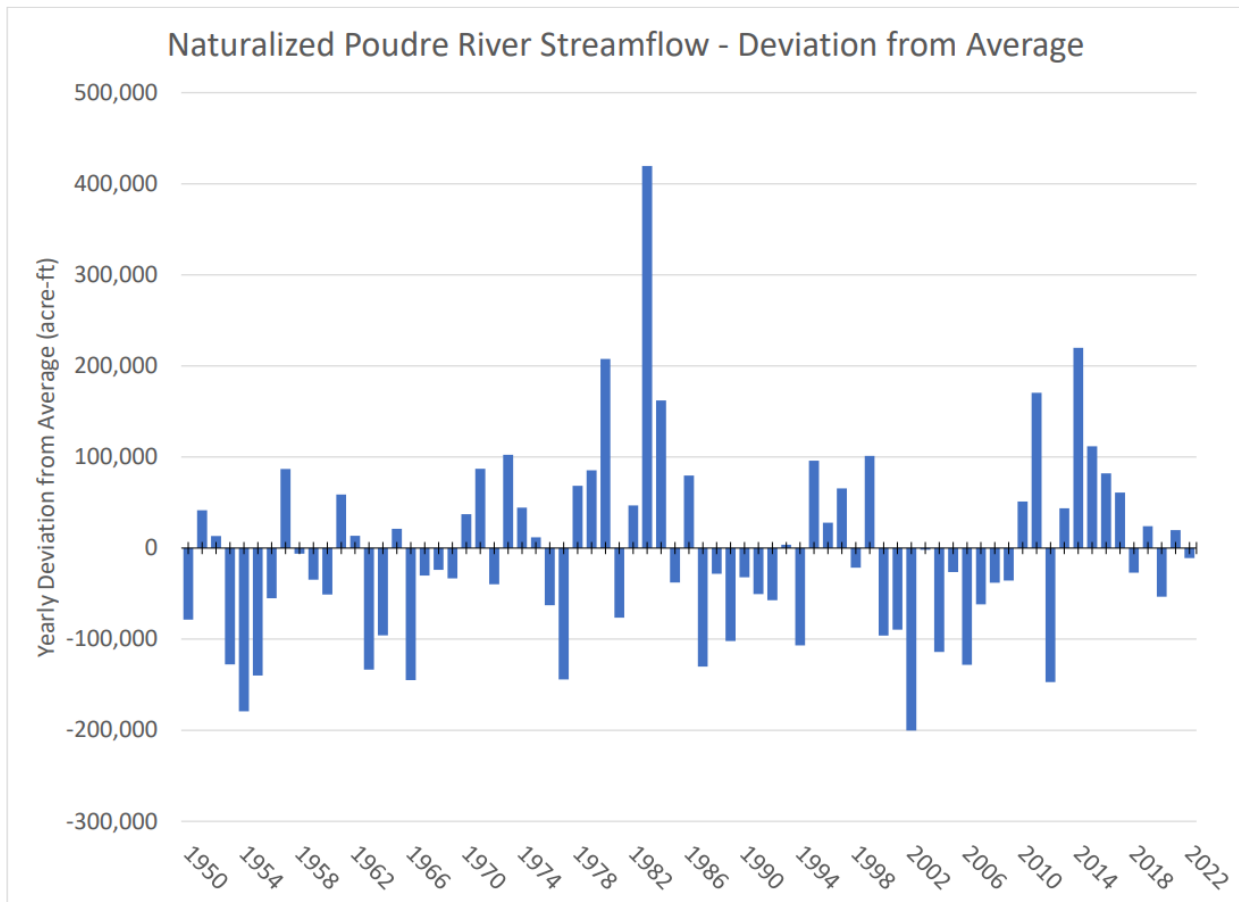


Figure 1. Poudre River Streamflow Deviations from Average.

Table 1. Poudre River deviations from average and corresponding C-BT Quotas.

Water Year	Drought Deficit	Quota
2022	-11,000	0.8
2021	19,790	0.7
2020	-53,275	0.8
2019	24,000	0.7
2018	-27,000	0.8
2017	61,000	0.8
2016	82,083	0.7
2015	111,832	0.7
2014	219,984	0.6
2013	43,765	0.6
2012	-147,187	1
2011	170,429	0.8
2010	51,196	0.8
2009	-35,594	0.8
2008	-38,117	0.8
2007	-61,840	0.8
2006	-128,268	0.8
2005	-26,381	0.7
2004	-114,009	0.6
2003	-1,825	0.5
2002	-200,333	0.7

By changing one variable, the C-BT quota, North Weld’s projection for 2024 could change significantly. The assumption is all operations went as planned for WY 2023, leaving 2,417 acre-feet in storage and no more water rights were acquired or converted. Appendix C goes into detail about a modeled multi-year drought starting in 2024 and the effect on North Weld’s water supply system.

Supply

- Northern Water allocated a 60% quota.
- North Poudre allocated 2.0 acre-feet per share.
- North Weld enters the 2024 Water Year with 2,417 acre-feet in Carryover Storage.
- North Weld to receive 400 acre-feet of C-BT through its trade agreement with CSU. This is lower than WY 2023 due to the decreased C-BT quota.

Demand

- Demand would stay the same as 2023 at 7,041 AF.
- Of this demand is 1,500 AF of commercial usage over allocation.

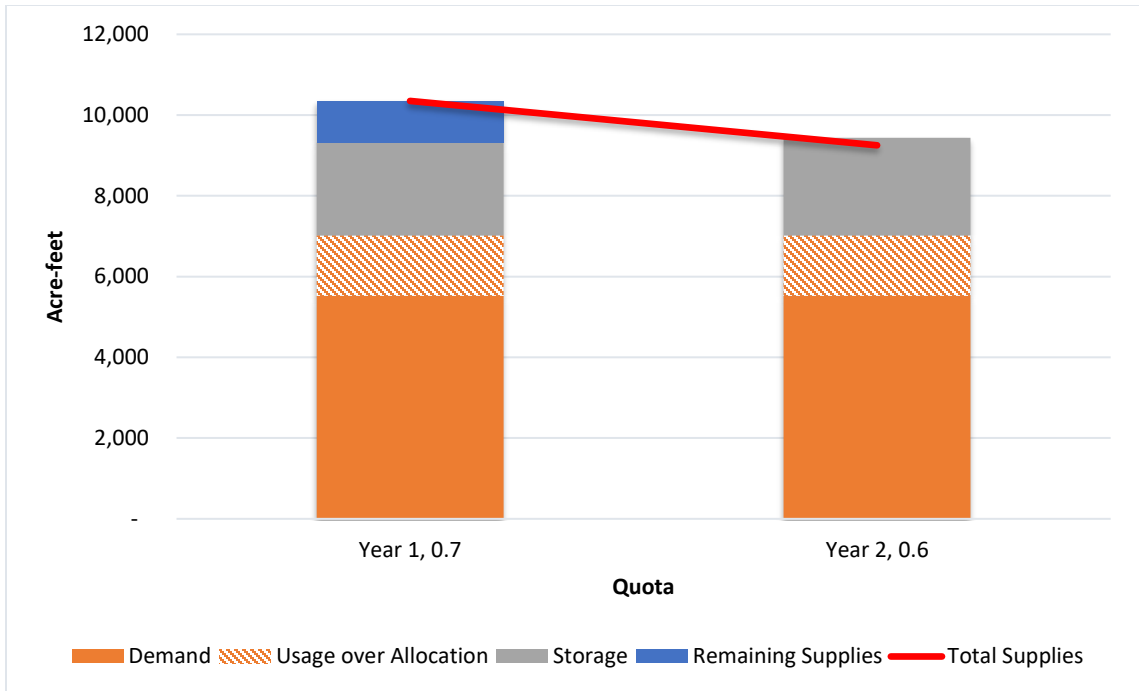
Limitations

- Losses of 15% of the reusable supplies are projected from infrastructure and water quality issues at the PVP.

Projection

- North Weld would be approximately **89 acre-feet short** of meeting demands. See Table 1.
- Storage for the next year would decrease and the Water Supply-Drought Ratio would decrease.

2024 North Weld Projection if 0.6 quota		
1	Carryover Storage	2,417
2	Single Use Supplies	4,820
3	CSU C-BT Trade	400
4	Updated Reusable Supplies	1,615
5	Total Projected Supplies	9,251
6	Projected total 2024 Demand at SCFP	-7,041
7	(Commercial Usage Over Allocation 1,500)	
8	Projected Diversions to Carryover Storage	-2,299
9	Estimated Supplies Remaining	-89



- Figure 2 shows demand exceeding total supplies in a year with a C-BT quota of 0.7 followed by a 0.6 quota or one change in North Weld’s water supplies. This change in quota results in a decrease in supply by 1,100 acre-feet.

Resolution No. 20230410-01

- The Smart Growth Policy (Resolution No. 20230410-01) puts a \$22.00 per thousand-gallon surcharge on meters that exceed their water usage allotment. This may reduce usage by 10%.
- The result could be a 150-acre-foot reduction in demand from the commercial sector.
- A new policy specific to commercial usage of residential meters will start in Water Year 2024. This policy intends to restrict commercial accounts from using residential meters.
- Starting November 1st, this would save approximately 80 acre-feet.
- By adding the two recommended resolutions, this would leave North Weld with **141 acre-foot of supplies remaining** or a slight surplus.

2024 North Weld Projection if 0.6 quota		
1	Carryover Storage	2,417
2	Single Use Supplies	4,820
3	CSU C-BT Trade	400
4	Updated Reusable Supplies	1,615
5	Total Projected Supplies	9,251
6	Projected total 2024 Demand at SCFP	-6,891
7	(Commercial Usage Over Allocation 1,350)	
8	Projected Diversions to Carryover Storage	-2,299
9	Restrict residential meters from Commercial accounts	79.8
10	Estimated Supplies Remaining	141

Summary

- North Weld will not be able to meet demand for all its customers in 2024 if the C-BT quota is 0.6 without using water supplies from storage.
- Staff recommends North Weld to continue Resolution No. 20230410-01 and implement the policy specific to commercial usage of residential meters.
- With reduction policies in place, North Weld will have adequate supplies to meet all demands in 2024 if the C-BT quota is 0.6.

Tech Memo:

To: Eric Reckentine, NWCWD General Manager
From: Paul Weiss, WWC
Date: May 22, 2023
Re: Updates to the Water Supply Planning Model

Introduction

WWC has developed a computer simulation model to evaluate the North Weld District water supply system. The model simulates the performance of the water supply system over a 50-year period of record, using historical water supply and river flow data derived from 1970 to 2019. This 50-year period contains a wide range of hydrological conditions, most notably the 2000's drought.

In the fall of 2021 the simulation model was used to evaluate the District's water supply and the system's ability to meet customer demands during a critical drought sequence. For the 2000's drought, the model projected water supply shortages for the District based upon the water rights portfolio and demand levels which existed at that time.

This May 2023 model update incorporates the current demand levels and water rights portfolio. Relative to 2022, the District's demands have shown a slight decrease. This update also evaluates the District's system response to reductions in C-BT quotas during a drought sequence such as the 2000's drought.

Model Updates

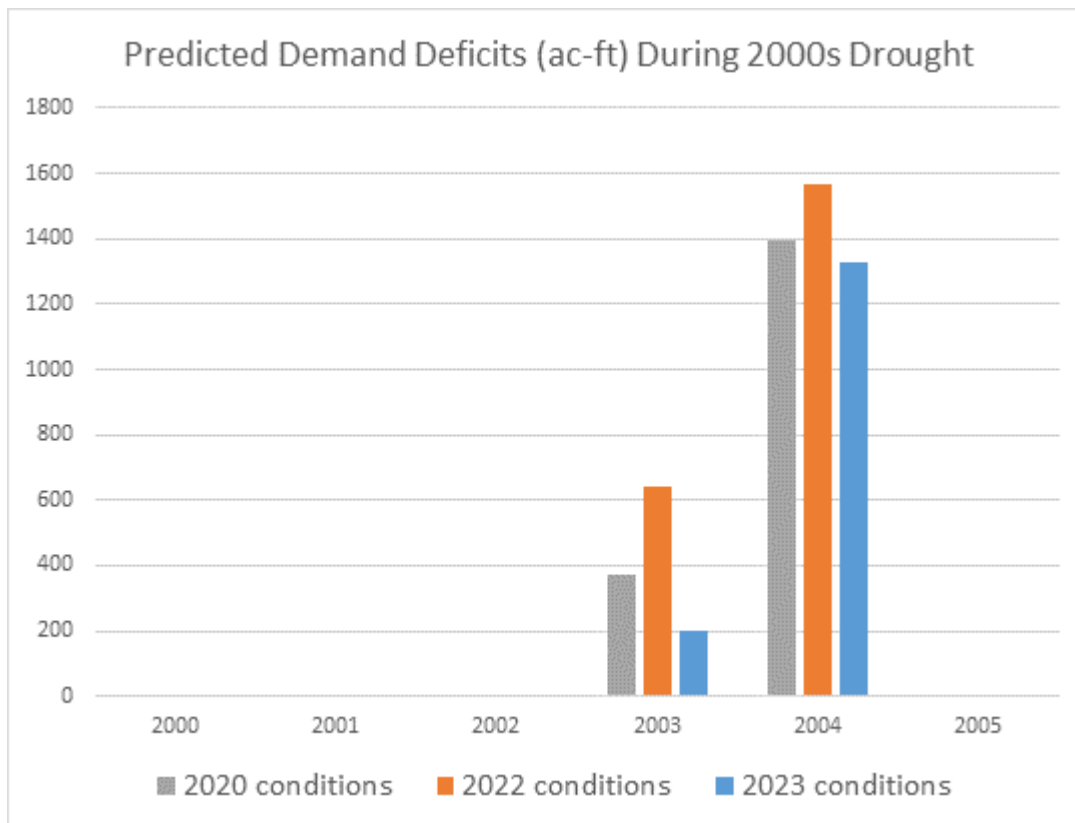
District staff have identified a reduction in demands for the winter of 2023, and using this information the forecasted demand for 2023 is expected to drop by 2.5% compared to 2022.

	Total North Weld Demand only (AF)	Change from Previous Year
2020	7,050.1	5.0%
2021	7,290.8	3.4%
2022	7,223.9	-0.9%
2023 Projected	7,041.4	-2.5%

On the water supply side, the District has acquired additional units of C-BT for a total of 5130 units.

Model Simulation Results

The following graph identifies the projected system deficits which are expected to occur should this region experience a drought identical to the historical 2000’s drought. The 2000’s drought was a multi-year drought with a recurrence interval of approximately 100 years. Other local water providers (cities of Fort Collins and Greeley) use a drought of this intensity and duration for appraising their water supply systems and evaluate its resilience to drought.



As shown in the graph, the combination of additional supplies and reduced demand has resulted in decreased deficit projections.

Impact of Reduced C-BT System Yields

The drought sequence simulated in the planning model uses historical C-BT quota levels for computing the District’s annual C-BT allotments. The actual quota setting by Northern is a function of the projected streamflows for the upcoming year as well as the C-BT reservoir system’s carryover conditions from the previous year. It should be noted that prior to the 2000’s drought, both the State’s river basins and the regional Colorado River Basin had experienced a cycle of good water years in the

late 1990's and reservoir levels were at or above normal operating levels. Today, the C-BT west slope storage facilities (primarily Granby and Green Mountain reservoirs) are only slightly below 1999 storage levels. But the Colorado River Basin reservoir system is at historic low levels. The largest storage facilities (Lake Mead and Lake Powell) are critically low. The two large upper Colorado River Basin storage reservoirs, (Blue Mesa and Flaming Gorge) are nearly 1.5 million acre-feet below their 1999 storage levels. This is important as these facilities are used to make obligated deliveries to lower basin States during drought years. Without these supplemental reservoir releases there is the possibility for water right curtailment within individual states. The C-BT west slope water rights are junior in the Colorado River basin and could potentially be called out.

From a planning perspective, the antecedent conditions which could affect C-BT quotas during a drought sequence should be evaluated to better understand the potential impacts to local water systems. Considering the historic low levels in the Colorado River Basin, it can be assumed that should another severe drought affect Colorado, the C-BT system storage rights may have reduced yields on the west slope and this would lead to reduced C-BT quotas for the east slope participants. To test the impacts to the District, two additional modeling scenarios were considered. One scenario has a moderate reduction (8%) in C-BT quotas, while the other has a more severe reduction (18%). The following table identifies the annual quotas used in the model under the baseline planning scenario, the moderate reduction scenario, and the severe reduction scenario:

CBT QUOTA			
Year	Historical	Moderate	Severe
2000	1	0.8	0.8
2001	0.9	0.7	0.7
2002	0.7	0.6	0.5
2003	0.5	0.5	0.4
2004	0.6	0.6	0.5
2005	0.7	0.7	0.6
2006	0.8	0.8	0.7
2007	0.8	0.8	0.7
total	6	5.5	4.9
% red.		8%	18%

The next table identifies the annual demand deficits under for the three corresponding scenarios. An additional scenario was developed, considering reduced CSU lease deliveries (from 500 AFY to 400 AFY) for years 2002 to 2007.

SYSTEM DEFICITS (acre-feet)				
Year	Historical	Moderate	Severe	Severe & Reduced CSU
2000	0	0	0	0
2001	0	0	0	0
2002	0	0	508	599
2003	199	840	1686	1777
2004	1326	1326	1960	2051
2005	0	0	207	285
2006	0	0	557	641
2007	0	0	0	75
total	1525	2166	4918	5428
% inc.		42%	222%	256%

When simulated through the planning model it is shown that these relatively small reductions in C-BT quotas translate to significant increases in the District's drought deficits. This highlights the exposure that the District has to C-BT quota cuts and is a result of having a water rights portfolio heavily weighted to the C-BT system.

Conclusion

While the District's water supply system is trending in a good direction with reduced demands and increasing supplies, the drought analysis does raise some concerns on the high dependency of the C-BT system. It is recommended that the District continue to diversify its portfolio, acquiring native water rights (WSSC) and local storage.

EMAIL

From: Rick Podtburg <Rick@LPDairy.com>
Sent: Wednesday, May 24, 2023 11:14 AM
To: Eric Reckentine <ericr@nwcwd.org>
Cc: Wade Podtburg <wadepodtburg@gmail.com>
Subject: RE: Tucker Dairy - Meter verification

Longs Peak Dairy is requesting to transfer 6 AF of water and 8 PI's from tap #1331001 to tap #34004. We have 15 taps in the water district with 318 AF of water. Two are at our dairies and 5 others are at locations where we have some young stock. All locations are partially serviced with wells. Tap #1331001 is at the former Wacker dairy which we have a large number of heifers at and has 19AF of water and 30 PI's. Tap #34004 is the former Tucker Dairy which has some bred heifers and calves and has 3AF of water and 1 PI. With a well upgrade we have reduced our tap water needs a large amount from #1331001. The location with tap 34004 needs about 9AF of water annually to supplement the wells. Transferring 6AF of water and 8 PI's will prevent us from paying unnecessary surcharges and still leave a lot of unused at tap 1331001. This would have no impact on other tap holders as these taps are only 2 miles apart and tap 34004, even though it is a ¾ inch tap is providing the water needed as you can see by the attached water bills.

Your approval of this would be greatly appreciated. I would hope that it is not the policy of this board to collect surcharges from a tap holder with a large amount of water in the system simply because the tap is just around the corner from a tap that has a large amount of excess.

Longs Peak Dairy
Rick Podtburg

From: Eric Reckentine <ericr@nwcwd.org>
Sent: Wednesday, May 24, 2023 10:10 AM
To: Rick Podtburg <Rick@LPDairy.com>
Cc: Jared Rauch <jaredr@nwcwd.org>; Garret Mick <garretm@nwcwd.org>; Zachary P. White <zwhite@wbapc.com>; Tad Stout <tads@nwcwd.org>
Subject: Tucker Dairy - Meter verification

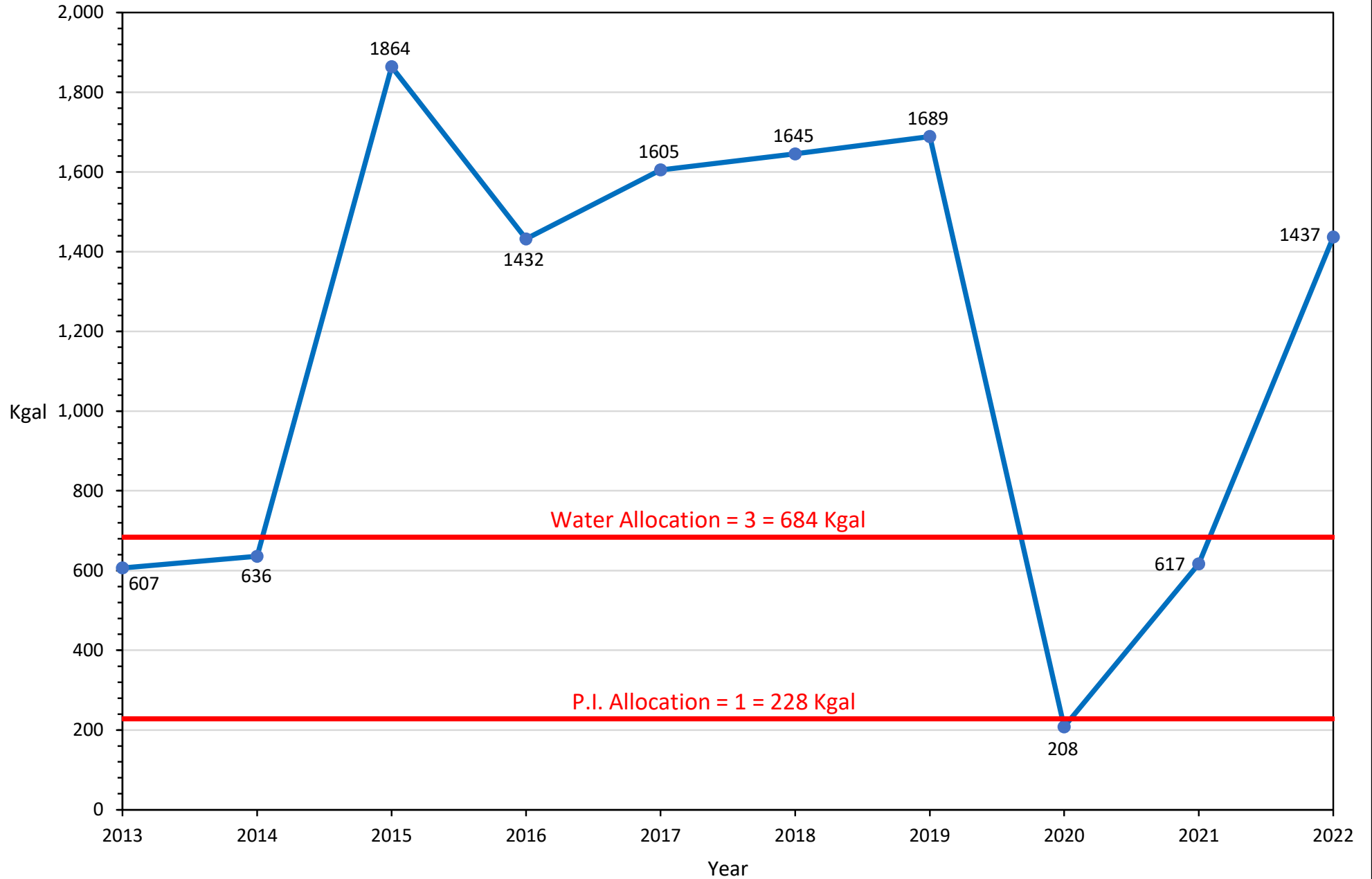
Rick

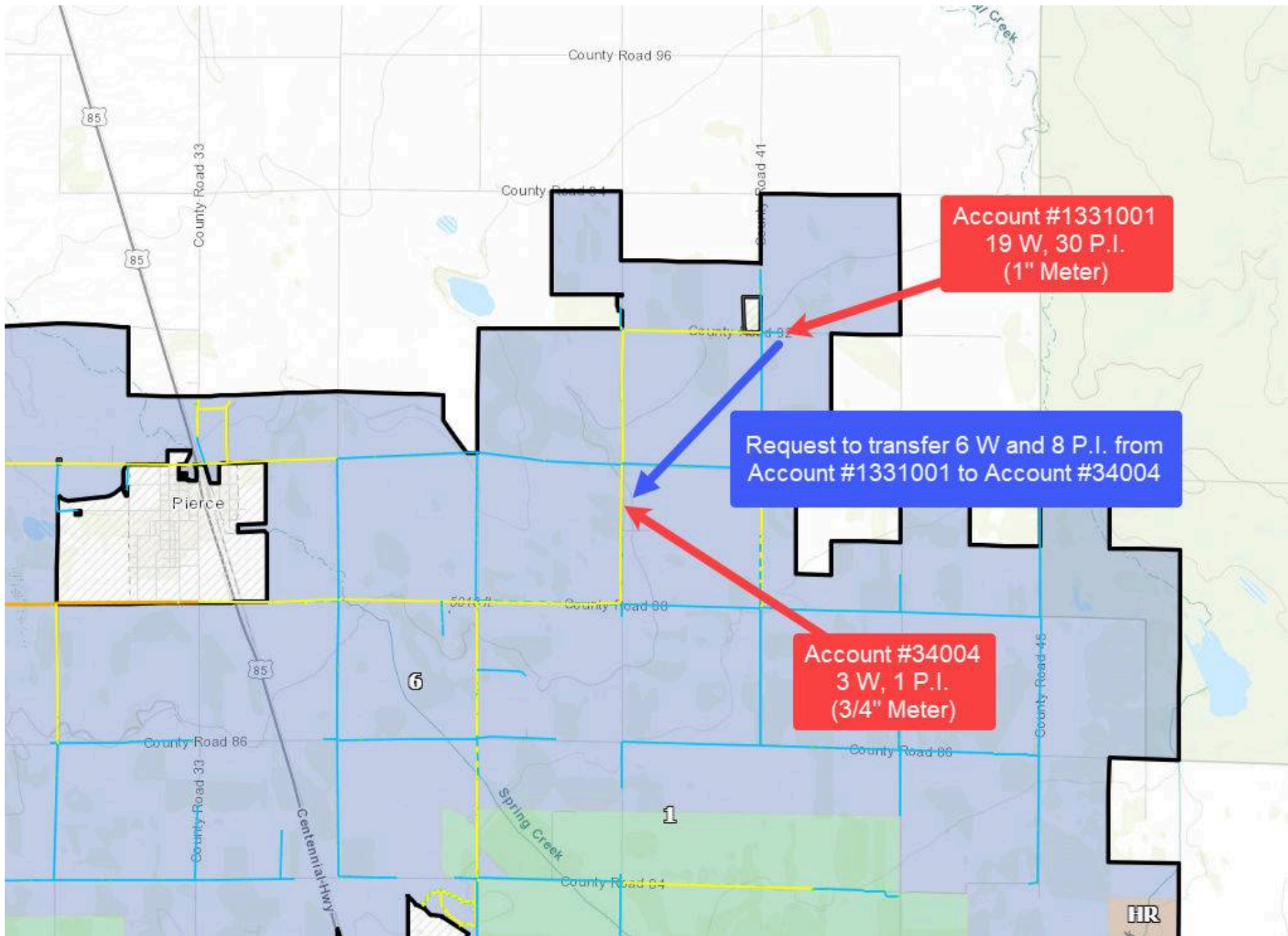
I will put you on the board agenda for June 12th

Please provide a letter to myself or the BOD directly

Eric

Account #34004 Yearly Usage





RESOLUTION 20230612-01

**RESOLUTION OF NECESSITY OF THE BOARD OF DIRECTORS OF THE
NORTH WELD COUNTY WATER DISTRICT**

WHEREAS, the North Weld County Water District (“District”) has determined that it is necessary to construct the Newt III Water Line Project (“Project”) for the health, safety and welfare of the persons for whom the District provides services; and

WHEREAS, the construction of the Project will require the acquisition of the permanent and/or temporary construction easements (“Easements”) over, under, on and across the properties described and depicted in Attachment A-1 through A-25 (collectively, the “Properties,”) attached hereto and incorporated herein by reference); and

WHEREAS, the District has previously contacted the owners of the Properties to negotiate in good faith for the acquisition of the Easements from the interested property owners; and

WHEREAS, time is of the essence and the acquisition of the Easements is desirable and necessary for the construction of the Project, and is necessary to protect and promote public health, safety and welfare; and

WHEREAS, the District has the power, right and authority to acquire the Easements by the power of eminent domain granted to it, including the rights granted to it by C.R.S. § 32-1-1006(1)(f).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. The Board of Directors of the District (“Board”) hereby finds, determines and declares that it is necessary in the public interest and for public health, safety and welfare to acquire the Easements for the public use and purpose of constructing the Project.
2. The Board hereby authorizes Spencer Fane LLP to negotiate and commence condemnation proceedings as authorized by the Colorado Constitution and statutes for the purpose of exercising eminent domain over the Properties.
3. The legal descriptions of the Properties and the property interests necessary to complete the Project are subject to review by the District’s legal and engineering consultants and are subject to change.
4. The Board hereby authorizes the District’s consultants and legal counsel to proceed in accordance with this Resolution.
5. The Board expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time.
6. This Resolution shall be effective immediately and shall remain in full force and effect until such time as such processes is repealed by the Board.
7. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or

constitutionality of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, READ, AND ADOPTED this 12th day of June, 2023.

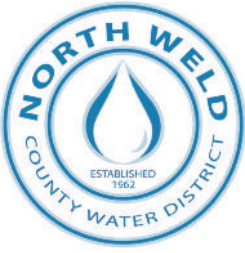
NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

President

ATTEST

Secretary

10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

April 18, 2023

VIA EMAIL

Town Board of Trustees
201 1st Street
Ault, Colorado 80610
butchw@townofault.org

RE: North Weld County Water Dedication Agreement – Huntman Share

Dear Board of Trustees:

North Weld County Water District (the “District”) was made aware of the Board of Trustees decision on April 12, 2023 not to proceed with the proposed water dedication agreement between the Town of Ault (the “Town”) and the District regarding one share of Capital Stock of the Water Supply and Storage Company (“WSSC”) commonly referred to between the Town and the District as the “Huntman Share”.

By this letter, please be advised that by not approving the proposed water dedication agreement and dedicating the Huntman Share to the District, the Town has lost the opportunity to enter into the District’s pending WSSC change application (Case No. 21CW3199). The District will not amend its application past the time we have previously stated to the Town.

If in the future the Town decides to dedicate the Huntman Share to the District, such dedication will be subject to approval by the Board of Directors of a new water dedication agreement including the District’s then current terms and conditions regarding water dedications. The terms and conditions of the proposed water service agreement may no longer apply. If such future dedication occurs, the Huntman Share may be included into a future change case. The District does not know the timing of its next WSSC change application.

If you have any questions, please feel free to contact me.

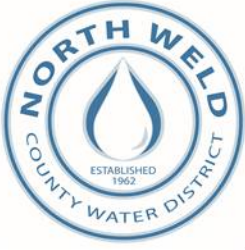
Sincerely,

NORTH WELD COUNTY WATER DISTRICT

Eric Reckentine

Eric Reckentine, District Manager

Cc: Board of Directors, North Weld County Water District



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

April 27, 2023

Wildwing Metropolitan District
c/o Pinnacle Consulting Group, Inc.
550 W Eisenhower Boulevard
Loveland, CO 80537
Attn: Doug Campbell
Mobile # 719-439-8692
Email: dougc@pcgi.com

Town of Timnath
4750 Signal Tree Drive
Timnath, CO 80547
Attn: Steve Humann
Mobile # 970-226-0557
Email: shumann@tstinc.com
Attn: Nick Scharffbillig
Mobile #970-297-8782
Email: nscharffbillig@timnathgov.com

Hartford Homes
4801 Goodman Street
Timnath, CO 80547
Attn: Patrick McMeekin
Mobile # 970-301-0076
Email: patrick@hartfordco.com

Re: 2023 Operations Plan for Wildwing Non-potable System

Dear Doug, Steve, Nick, and Patrick,

North Weld County Water District (North Weld) is providing an Operations Plan for 2023 for the non-potable irrigation system and water supply for the irrigation of the greenspace areas within the Wildwing Development, LLC (Wildwing) and the Town of Timnath's Wildwing fields/park ("Non-Potable System"). The purpose of this Operations Plan is to improve coordination between North Weld, Wildwing, and the

Town of Timnath (Town), and ensure that the water supplies available for use in the Non-Potable System are efficiently used.

Water Supplies

The primary sources to be delivered to the Non-Potable System intake in 2023 are identified below.

1. Larimer and Weld Irrigation Company (LWIC) – 7 Shares
 - a. Deliveries begin when the ditch company starts operations, normally in May. In 2022, the Larimer and Weld Companies delivery season was from May 25 to September 16.
2. Larimer and Weld Reservoir Company (LWRC) - 4 Shares
 - a. Deliveries normally begin in July and last to early September.
3. Becker Pumping Plant – Case No. W-7925-75
 - a. North Weld will track the calculated inflows (groundwater and seepage) into the pond and may pump that amount of water into the Non-Potable System under the Becker Pumping Plant water right.
4. Clyde Smith Reservoir -
 - a. 35 acre-feet owned by the Town of Timnath for the non-potable water supply through its Weld facilities to the Timnath Wildwing Park (Park).
 - b. 25 acre-feet owned by Wildwing.

North Weld will have the sole responsibility for the day-to-day operations of the Non-Potable System, including regulating any deliveries into the pond and selecting the source of water used within the Non-Potable System. North Weld retains sole discretion to use additional or alternative supplies, and is not obligated to deliver Clyde Smith Reservoir water to the Town or Wildwing .

Operations

This Operations Plan does not commit North Weld to begin or end water deliveries through the Non-Potable System on any particular date or timeline. However, subject to water availability, North Weld currently intends to operate the Non-Potable System during the 2023 irrigation season generally as follows:

1. *System Start*: North Weld plans to begin Non-Potable System deliveries under the following conditions:
 - a. North Weld will begin delivering water to the Town at the Town’s meter within seven days of receiving notice from the Town that it is prepared to deliver Clyde-Smith Reservoir supplies to the pond.
 - b. North Weld will begin delivering water to Wildwing at Wildwing’s meter on the date on which the Larimer and Weld Ditch commences deliveries to LWIC shareholders.

2. *During System Operation:* Once North Weld begins taking delivery of its LWIC share water, North Weld will prioritize use of the LWIC share water, LWRC share water, and the Becker Pumping Plant water right. To avoid overtopping and to ensure accurate water rights accounting, the Town and Wildwing¹ should not deliver their Clyde-Smith Reservoir water into the pond without prior authorization from North Weld.

3. *End of Season:*
 - a. North Weld will cease delivering water to Wildwing when at least one of the following conditions is met:
 - i. The Larimer and Weld Ditch ceases deliveries for the season, and Wildwing cannot deliver its Clyde-Smith Reservoir water to the pond in an amount and rate that, in North Weld's sole discretion, is sufficient to reliably and safely operate the Non-Potable System; or
 - ii. When deliveries to Wildwing at Wildwing's meter have reached 180 acre-feet.

 - b. North Weld will cease delivering water to the Town when at least one of the following conditions is met:
 - i. When deliveries to the Town at the Town's meter have reached 35 acre-feet;
 - ii. When deliveries to the Town at the Town's meter equal the amount of Clyde-Smith Reservoir water that was measured into the pond, less evaporative and other carriage losses, not to exceed 35 acre-feet; or
 - iii. When there is not available carriage in the system and/or if, at North Weld's sole discretion, other operational factors prevent further delivery.

Operation of Clyde-Smith Reservoir Supplies

The Town, in coordination with Wildwing, will be responsible for delivery of the Town's and Wildwing's Clyde-Smith Reservoir water into the pond. All deliveries of the Clyde-Smith Reservoir water must comply with the following conditions:

1. The Town must notify North Weld (Garret Mick at 970-301-0979) at least 24 hours before delivering water into the pond.
2. North Weld may limit deliveries of water into the pond to the amount/rate necessary to supply the Town's water demands at the Town's master meter and/or to avoid overtopping.
3. During deliveries, the Town will provide to North Weld any measurement or other data tracking the inflow of Clyde-Smith Reservoir water into the pond and any meter data for outflows at the Town's meter.
4. The Town and Wildwing will be assessed their pro-rata share of evaporation and other losses accruing to any Clyde-Smith Reservoir water stored in the pond.

¹ At this time, North Weld does not intend to authorize any deliveries of Wildwing's Clyde-Smith Reservoir water to the pond until late in the 2023 irrigation season.

North Weld reserves the right to revise this plan without further notice to the Town and Wildwing. This plan assumes that the 2023 irrigation season is a hydrologically average or wet year. If 2023 is a dry year, North Weld will limit deliveries through the Non-Potable System based on the reduction in available water supplies. North Weld will coordinate with Wildwing and the Town if it anticipates that a reduction in deliveries may be necessary.

North Weld requests that the Town and Wildwing each identify a person who will be the primary contact on behalf of your entity regarding day-to-day operations of the Non-Potable System. North Weld's primary contact for day-to-day operations is: Garret Mick (Phone # 970-301-0979; garretm@nwcwd.org). All other communications should be sent via email to me (ericr@nwcwd.org), Garret, and the individuals listed on the first page of this letter.

Let me know if you need any additional information.

Sincerely,

Eric Reckentine

Eric Reckentine
District Manager
North Weld County Water District