

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, April 8, 2024, 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: Approve April 8, 2024, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. 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 March 11, 2024, Regular Meeting**
 - b. February Unaudited Financials**
 - c. Invoices through April 8, 2024**
 - d. Eaton Pipeline Phase 2 Connell Resources Change Order #3**
 - e. Easement Agreement – Heckman Property Zone 1 Water Line**
 - f. Variance Request Water and Plant Investment Reallocations and Water Tap Request Variance**
 - i. Podtburg Dairy**
 - ii. Schrepel**
 - iii. Bethel Family Praise Center – Fire Meter Tap Request**
- 6. Action: Consider Approval Variance Request Transfer of Grandfathered Plant Investments, Mr. Lynn Ottoson (enclosures)**
- 7. Action: Consider and Approve Fact Sheet Town of Severance (enclosures)**
- 8. Action: Consider Approval of NWCWD Policy (enclosures)**
 - a. Resolution No. 20240408-01: Resolution Adopting an Amended Residential Meter Overuse Surcharge Policy**
 - b. Resolution No. 20240408-02: Resolution Amending Amended and Restated Water Dedication Policy**

9. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. Town of Windsor Executed 2024 Amended Water Service Agreement**
- c. 40 Letters on Communication Protocol to Northern Colorado Entities**
- d. Stakeholder Meeting Town of Severance April 1, 2024**
- e. FCLWD Buss Grove Emergency Interconnect Negotiations of New Terms**
- f. SCWTP Rating Report Sent to CDPHE – upgrade plant to 68 MGD.**
- g. Amended Water Service Agreement Negotiations**
 - i. Town of Eaton**
 - ii. Town of Nunn**

10. 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 11th day of March, 2024, 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
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Director Cockroft, Secretary

Also present were Eric Reckentine, General Manager and Garrett Mick Operations Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District General Counsel; Jamie Cotter, Esq., SPENCER FANE, LLP, Special Counsel; Richard Raines, Water Resources; Angeal Thompson, Slate Communications; Keith Meyer, Ditesco; Dave Wiggins, Stantec; and members of the public including, Todd Bean, Lindsey Radcliff-Coombs and Dave Bruin, of the Town of Severance.

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 and suggested the removal of the Connel Resources Change Order – Eaton Pipeline Phase II from the consent agenda, and the addition of recognition of former employee Mr. Scott Kerr for his dedication. Upon motion of Mr. Nelson, seconded by Mr. Cockroft, the Board unanimously approved the agenda as amended.

PUBLIC COMMENT

Mr. Bruin from the Town of Severance Town Council addressed the Board regarding the letter from the District to the Town Council and stated he will be serving as the new liaison to the District and will be moving forward with open communication.

Mr. Bean addressed the Board regarding his comments made about the District and noted he sent a letter to the Board and legal counsel related to the same.

RECOGNITION OF FORMER EMPLOYEE SCOTT KERR

The Board acknowledged the valuable service of former employee Scott Kerr, who passed away after a difficult battle with cancer.

CONSENT AGENDA MATTERS

Upon a motion of Ms. Hennen, seconded by Mr. Nelson, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from February 12, 2024 Regular Meeting and February 26, 2024 Work Session
- b. Invoices through March 11, 2024
- c. Kimberly Horn Work Order Amendment – Endor NEWT III
- d. Work Change Order Directive No 014 – Harmony Interconnect
- e. Larimer #2 Lateral Change Order 1
- f. Variance Request Tap Relocation and Divestment
 - I. BAE LLC – Divest 2 Water Allocations
 - II. Chad Woodrum – Allocation Transfer Request
- g. Easement Agreements
 - I. Waag Easement Agreements – NEWT III
 - II. K&M Possession for #8 Crossing

Discussion Regarding NEWT III Construction Update

Mr. Meyer presented an update to the Board regarding the NEWT III Construction. He noted the project is progressing on schedule despite delays related to the pipe being delivered.

Consider Adoption of Resolution 20240311-01:

Mr. Reckentine presented to the Board the Resolution Adopting a Second Amendment to the Amended and Restated Water

Resolution Adopting a Dedication Policy. He noted that the purpose for the resolution is to allow commercial tap holders who have not dedicated enough water to start dedicating water to the District in order to reduce their surcharge costs. Following discussion, upon a motion of Mr. Cockroft and seconded by Mr. Nelson, the Board unanimously adopted the resolution as permissive rather than mandatory.

Discussion Regarding The Board engaged in a general discussion from the prior work session regarding the Regional Master Plan in executive session.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Upon a motion of Mr. Nelson, seconded by Mr. Pettinger, followed by an affirmative vote of at least two-thirds of the quorum present, the Board enter into executive session at 9:08 AM for the purpose of receiving legal advice on and discussion matters subject to negotiation and strategy pursuant to Section 24-6-402(4)(e), C.R.S. related to Regional Master Plan.

Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(e), C.R.S. Related to Regional Master Plan Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(e), C.R.S.

Following the Executive Session the Board took the following action:

The Board directed staff and legal counsel to discuss plant investment allocations to each of the Towns receiving service from the District and begin working on new water service agreements with each of the Towns. The Town will be offered the following plant investments:

- Ault – 22
- Eaton – 120
- Nunn – 6 or greater if needed
- Pierce – 35
- Severance – 120
- Windsor – 0
- NCWA – 3 or greater if needed

DISTRICT MANAGER’S REPORT

Tap Sales Mr. Reckentine reported to the Board there were 5 taps sold in February, and individual tap sales have opened up as of March 11, 2024. It is anticipated that all 25 available taps will be sold for this quarter.

Letter to Northern Colorado Water Utility Managers and Elected Officials Mr. Reckentine reported to the Board that the letter to the Northern Colorado Water Utility Managers and their Elected Officials have been prepared by Slate Communications and will be mailed on March 11, 2024.

Letter to Town of Severance Mr. Reckentine reported to the Board that the letter to the Town of Severance regarding communication will be mailed on March 11, 2024.

CWCB Grant Approved for Conservation Plan Mr. Reckentine reported to the Board that the grant has been approved and the conservation plan is currently being updated.

Customer Survey Lead and Copper Lines Mr. Reckentine reported to the Board that customers are being invited in their next water bill to participate in a survey regarding lead and copper water lines.

OTHER BUSINESS None.

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 Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session meeting of the North Weld County Water District convened at 9:08 A.M. on March 11, 2024 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(e), C.R.S. related to Regional Master Plan. I further attest it is my opinion that a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 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 Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
February 29, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,415,446.74
1015 - COLO TRUST - GENERAL		16,939,582.47
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,305,251.26
1020 - COLO TRUST - 2022 BOND		37,002,352.05
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)		1,418,838.76
1105 - AR CONSTRUCTION METERS		520,089.50
1116 - ACCOUNTS RECEIVABLE		12,027.68
1230 - PREPAID INSURANCE		86,765.10
1300 - INVENTORY		2,117,842.08

Total Current Assets 62,083,958.89

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,440,118.09
1405 - WATER RIGHTS OWNED		102,112,451.44
1407 - WATER STORAGE		6,572,497.14
1415 - MACHINERY & EQUIPMENT		2,600,943.63
1416 - DEPREC - MACH & EQUIP		(2,007,120.85)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		76,865,500.90
1426 - DEPREC - PIPELINES		(26,502,452.05)
1430 - STORAGE TANKS		3,626,714.18
1431 - DEPREC - STORAGE TANKS		(1,642,003.81)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(82,279.68)
1435 - PUMP STATIONS		5,974,705.89
1436 - DEPREC - PUMP STATIONS		(2,826,752.24)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(568,176.17)
1454 - CONSTRUCT IN PROGRESS		8,278,217.77

Total Property and Equipment 178,781,162.48

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		170,061.37

Total Other Assets 23,019,672.07

Total Assets \$ 263,884,793.44

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	594,733.61
2216 - CONST MTR DEPOSITS		92,224.94
2231 - ACCRUED COMP ABSENCES		162,037.28

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
February 29, 2024

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
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Total Current Liabilities		1,929,654.86
Long-Term Liabilities		
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,640,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	3,374,785.12	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
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Total Long-Term Liabilities		57,532,740.41
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Total Liabilities		59,462,395.27
Capital		
2800 - RETAINED EARNINGS	204,073,655.22	
Net Income	348,742.95	
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Total Capital		204,422,398.17
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Total Liabilities & Capital		\$ 263,884,793.44
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NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Two Months Ending February 29, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,609,309.56	\$ 1,609,309.56	\$ 0.00	(1,609,309.56)	0.00
3111 - WATER ALLOC SURCHARGE	696,294.00	696,294.00	0.00	(696,294.00)	0.00
3112 - PLANT INVEST SURCHARGE	207,301.50	207,301.50	0.00	(207,301.50)	0.00
3113 - ADJUSTMENTS	155,694.21	155,694.21	0.00	(155,694.21)	0.00
3140 - CONST METER USAGE	16,558.46	16,558.46	0.00	(16,558.46)	0.00
3141 - CONSTR METER RENTAL	1,565.00	1,565.00	0.00	(1,565.00)	0.00
3142 - CONSTRUCT METER REPAIR	262.38	262.38	0.00	(262.38)	0.00
OPERATING	2,686,985.11	2,686,985.11	0.00	(2,686,985.11)	0.00
3210 INTEREST-COTRUST-GENERAL	499,651.71	499,651.71	0.00	(499,651.71)	0.00
NON OPERATING	499,651.71	499,651.71	0.00	(499,651.71)	0.00
3310 - TAP (PI) FEES	175,200.00	175,200.00	0.00	(175,200.00)	0.00
3311 - DISTANCE FEES	24,000.00	24,000.00	0.00	(24,000.00)	0.00
3312 - WATER (ALLOCATION) FEE	73,500.00	73,500.00	0.00	(73,500.00)	0.00
3314 - INSTALLATION FEES	16,800.00	16,800.00	0.00	(16,800.00)	0.00
3320 - NON-POTABLE TAP FEE	10,000.00	10,000.00	0.00	(10,000.00)	0.00
3321 - NON-POTABLE INSTALL	21,515.00	21,515.00	0.00	(21,515.00)	0.00
3360 - OFFSITE INFRASTRUCTURE	73,260.11	73,260.11	0.00	(73,260.11)	0.00
NEW SERVICE	394,275.11	394,275.11	0.00	(394,275.11)	0.00
AG WATER	0.00	0.00	0.00	0.00	0.00
3500 - MISCELLANEOUS	4,973.14	4,973.14	0.00	(4,973.14)	0.00
3520 - TRANSFER FEES	1,075.00	1,075.00	0.00	(1,075.00)	0.00
3530 - RISE TOWER RENT	600.00	600.00	0.00	(600.00)	0.00
MISCELLANEOUS	6,648.14	6,648.14	0.00	(6,648.14)	0.00
TOTAL REVENUES	3,587,560.07	3,587,560.07	0.00	(3,587,560.07)	0.00
OPERATING EXPENSE					
4110 - POTABLE WATER	843,727.75	843,727.75	0.00	(843,727.75)	0.00
4150 - ASSESSMENTS	440,227.78	440,227.78	0.00	(440,227.78)	0.00
4170 - WATER QUALITY - TESTING	2,775.00	2,775.00	0.00	(2,775.00)	0.00
WATER	(1,286,730.53)	(1,286,730.53)	0.00	1,286,730.53	0.00
4210 - SALARIES, FIELD	219,595.56	219,595.56	0.00	(219,595.56)	0.00
4220 - SALARIES, ENGINEERING	21,882.95	21,882.95	0.00	(21,882.95)	0.00
4240 - INSURANCE HEALTH	29,454.95	29,454.95	0.00	(29,454.95)	0.00
4250 - RETIREMENT	14,670.28	14,670.28	0.00	(14,670.28)	0.00
EMPLOYEES	(285,603.74)	(285,603.74)	0.00	285,603.74	0.00
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	10,484.04	10,484.04	0.00	(10,484.04)	0.00
4411 - LOCATES	1,745.37	1,745.37	0.00	(1,745.37)	0.00
4414 - CONSTRUCTION METER	6,660.91	6,660.91	0.00	(6,660.91)	0.00
4415 - WATER LINES (REPAIRS)	18,238.04	18,238.04	0.00	(18,238.04)	0.00
4416 - APPURTENANCE (REPAIR)	3,328.22	3,328.22	0.00	(3,328.22)	0.00
4417 - METER SETTING	19,437.32	19,437.32	0.00	(19,437.32)	0.00
4419 - SERVICE WORK	42,325.65	42,325.65	0.00	(42,325.65)	0.00
4420 - STORAGE TANKS (O & M)	8,869.12	8,869.12	0.00	(8,869.12)	0.00
4430 - PUMP STATIONS (O & M)	9,490.69	9,490.69	0.00	(9,490.69)	0.00
4435 - CHLORINE STATION	561.05	561.05	0.00	(561.05)	0.00
4440 - EQUIPMENT	8,637.48	8,637.48	0.00	(8,637.48)	0.00
4450 - SHOP/YARD	8,409.93	8,409.93	0.00	(8,409.93)	0.00
4460 - VEHICLES	27,426.88	27,426.88	0.00	(27,426.88)	0.00
4470 - SAFETY	3,132.30	3,132.30	0.00	(3,132.30)	0.00
OPERATION & MAINTENANCE	(168,747.00)	(168,747.00)	0.00	168,747.00	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Two Months Ending February 29, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	25,273.64	25,273.64	0.00	(25,273.64)	0.00
4640 - METER VAULTS	15,405.25	15,405.25	0.00	(15,405.25)	0.00
ELECTRICITY	(40,678.89)	(40,678.89)	0.00	40,678.89	0.00
4700 - COMMUNICATIONS	200.45	200.45	0.00	(200.45)	0.00
COMMUNICATIONS	(200.45)	(200.45)	0.00	200.45	0.00
4810 - GENERAL	5,887.02	5,887.02	0.00	(5,887.02)	0.00
4820 - AUTO	1,936.90	1,936.90	0.00	(1,936.90)	0.00
4830 - WORKER'S COMP	12,492.04	12,492.04	0.00	(12,492.04)	0.00
INSURANCE	(20,315.96)	(20,315.96)	0.00	20,315.96	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	1,802,276.57	1,802,276.57	0.00	(1,802,276.57)	0.00
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	90,307.19	90,307.19	0.00	(90,307.19)	0.00
SALARIES	90,307.19	90,307.19	0.00	(90,307.19)	0.00
5210 - FICA	25,987.44	25,987.44	0.00	(25,987.44)	0.00
PAYROLL TAXES	25,987.44	25,987.44	0.00	(25,987.44)	0.00
5310 - ADMIN HEALTH INSURANCE	8,801.62	8,801.62	0.00	(8,801.62)	0.00
HEALTH INSURANCE	8,801.62	8,801.62	0.00	(8,801.62)	0.00
5400 - OFFICE UTILITIES	647.52	647.52	0.00	(647.52)	0.00
5401 - ELECTRICITY	1,507.63	1,507.63	0.00	(1,507.63)	0.00
5402 - PROPANE	6,650.06	6,650.06	0.00	(6,650.06)	0.00
5403 - TELEPHONE	9,367.78	9,367.78	0.00	(9,367.78)	0.00
5404 - CELL PHONE SERVICE	3,221.93	3,221.93	0.00	(3,221.93)	0.00
5406 - OFFICE CLEANING SERVICE	2,720.00	2,720.00	0.00	(2,720.00)	0.00
5407 - INTERNET	296.64	296.64	0.00	(296.64)	0.00
5409 - SECURITY CAMERAS	1,690.00	1,690.00	0.00	(1,690.00)	0.00
5412 - PRINTERS	366.18	366.18	0.00	(366.18)	0.00
5441 - COMPUTER SUPPORT	11,553.96	11,553.96	0.00	(11,553.96)	0.00
5442 - HARDWARE (COMPUTERS)	2,786.28	2,786.28	0.00	(2,786.28)	0.00
5444 - LICENSES (ANNUAL)	1,281.90	1,281.90	0.00	(1,281.90)	0.00
OFFICE UTILITIES	42,089.88	42,089.88	0.00	(42,089.88)	0.00
5510 - OFFICE EXPENSES	45,525.64	45,525.64	0.00	(45,525.64)	0.00
5520 - POSTAGE	29.90	29.90	0.00	(29.90)	0.00
5530 - BANK / CREDIT CARD FEES	7,844.15	7,844.15	0.00	(7,844.15)	0.00
5540 - BUILDING MAINTENANCE	300.00	300.00	0.00	(300.00)	0.00
OFFICE EXPENSE	53,699.69	53,699.69	0.00	(53,699.69)	0.00
5610 - LEGAL	62,995.03	62,995.03	0.00	(62,995.03)	0.00
5620 - ACCOUNTING	14,000.00	14,000.00	0.00	(14,000.00)	0.00
5625 - EASEMENT FEES	800.00	800.00	0.00	(800.00)	0.00
5630 - WATER TRANSFER FEES	3,443.50	3,443.50	0.00	(3,443.50)	0.00
5650 - CONSULTANT FEES	49,103.25	49,103.25	0.00	(49,103.25)	0.00
5660 - MEMBERSHIP FEES	18,758.60	18,758.60	0.00	(18,758.60)	0.00
5680 - LAND ACQUISITION	9,760.50	9,760.50	0.00	(9,760.50)	0.00
PROFESSIONAL FEES	158,860.88	158,860.88	0.00	(158,860.88)	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Two Months Ending February 29, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
VEHICLES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	379,746.70	379,746.70	0.00	(379,746.70)	0.00
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
STORAGE TANKS	0.00	0.00	0.00	0.00	0.00
6300 - PUMP STATIONS	19,257.61	19,257.61	0.00	(19,257.61)	0.00
PUMP STATIONS	19,257.61	19,257.61	0.00	(19,257.61)	0.00
EQUIPMENT	0.00	0.00	0.00	0.00	0.00
6505 - ENGINEERING	224,168.40	224,168.40	0.00	(224,168.40)	0.00
6510 - WATER LINES	607,860.33	607,860.33	0.00	(607,860.33)	0.00
6545 - SCADA EQUIPMENT	13,250.00	13,250.00	0.00	(13,250.00)	0.00
SYSTEM	845,278.73	845,278.73	0.00	(845,278.73)	0.00
6610 - WATER RESOURCE MANAGER	851.33	851.33	0.00	(851.33)	0.00
6620 - WATER RIGHTS	50,000.00	50,000.00	0.00	(50,000.00)	0.00
6630 - LEGAL (WRM)	11,656.62	11,656.62	0.00	(11,656.62)	0.00
6640 - STORAGE	65,874.85	65,874.85	0.00	(65,874.85)	0.00
WATER RIGHTS	128,382.80	128,382.80	0.00	(128,382.80)	0.00
6710 - EASEMENTS	58,201.00	58,201.00	0.00	(58,201.00)	0.00
6730 - SURVEYING	175.00	175.00	0.00	(175.00)	0.00
LAND/EASEMENTS	58,376.00	58,376.00	0.00	(58,376.00)	0.00
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	1,051,295.14	1,051,295.14	0.00	(1,051,295.14)	0.00
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
PRINCIPLE	0.00	0.00	0.00	0.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	0.00	0.00	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	3,587,774.95	3,587,774.95	0.00	(3,587,774.95)	0.00

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the Two Months Ending February 29, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL EXPENSES	3,239,032.00	3,239,032.00	0.00	(3,239,032.00)	0.00
PROFIT/LOSS	348,742.95	348,742.95	0.00	(348,742.95)	0.00

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 29, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: February 29, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			1,989,940.92
Add: Cash Receipts			300,919.90
Less: Cash Disbursements			(3,860,619.79)
Add (Less) Other			2,985,205.71
Ending GL Balance			<u>1,415,446.74</u>
Ending Bank Balance			<u>3,560,143.90</u>
Add back deposits in transit	Feb 28, 2024	CJ022824	<u>1,100.00</u>
Total deposits in transit			1,100.00
(Less) outstanding checks			
	Nov 18, 2022	17106	(227.65)
	Nov 30, 2023	18286	(1,100.00)
	Nov 30, 2023	18288	(1,100.00)
	Nov 30, 2023	18299	(1,100.00)
	Nov 30, 2023	18302	(1,100.00)
	Nov 30, 2023	18305	(1,100.00)
	Dec 14, 2023	18361	(26.64)
	Jan 25, 2024	18485	(800.00)
	Jan 26, 2024	18490	(198.24)
	Jan 30, 2024	18494	(8,000.00)
	Feb 7, 2024	18524	(7,925.00)
	Feb 9, 2024	18529	(14.43)
	Feb 9, 2024	18533	(26.64)
	Feb 9, 2024	18534	(76.21)
	Feb 12, 2024	18545	(14,205.75)
	Feb 14, 2024	18553	(8,528.40)
	Feb 14, 2024	18556	(1,481.90)
	Feb 14, 2024	18564	(17,521.10)
	Feb 14, 2024	18566	(385.00)
	Feb 16, 2024	18569	(51.42)
	Feb 16, 2024	18571	(1,304.38)
	Feb 16, 2024	18580	(9,033.89)
	Feb 16, 2024	18582	(100.08)
	Feb 16, 2024	18583	(36,165.00)
	Feb 16, 2024	18584	(26.64)
	Feb 21, 2024	18585	(62.82)
	Feb 21, 2024	18587	(650.00)
	Feb 26, 2024	18588	(10,000.00)
	Feb 28, 2024	18589	(500.00)
	Feb 28, 2024	18590	(7,583.24)
	Feb 28, 2024	18591	(5,736.00)
	Feb 28, 2024	18592	(4,587.92)
	Feb 28, 2024	18593	(246.08)
	Feb 28, 2024	18594	(287.96)
	Feb 28, 2024	18595	(135.06)
	Feb 28, 2024	18596	(291.18)
	Feb 28, 2024	18597	(67.04)
	Feb 28, 2024	18598	(400.00)
	Feb 28, 2024	18599	(296.64)
	Feb 28, 2024	18600	(28.00)
	Feb 28, 2024	18601	(16,975.00)
	Feb 28, 2024	18602	(1,301.00)
	Feb 29, 2024	18603	(100.00)
	Feb 29, 2024	18604	(4,766.35)
	Feb 29, 2024	18605	(21,384.50)
	Feb 29, 2024	18606	(265.03)
	Feb 29, 2024	18607	(1,966,425.10)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 29, 2024
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: February 29, 2024

Filter Criteria includes: Report is printed in Detail Format.

Total outstanding checks			(2,153,687.29)
Add (Less) Other			
	Feb 28, 2024	CC0228	4,193.37
	Feb 29, 2024	CC0229	1,988.00
	Feb 28, 2024	CCIH0219	531.28
	Feb 29, 2024	CCIH0220	454.58
	Feb 29, 2024	MARS0220	722.90
Total other			7,890.13
Unreconciled difference			0.00
Ending GL Balance			<u>1,415,446.74</u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 29, 2024
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: February 29, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,197,173.98
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>1,742,408.49</u>
Ending GL Balance	<u>16,939,582.47</u>
Ending Bank Balance	16,939,582.47
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>16,939,582.47</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 29, 2024
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: February 29, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,295,699.19
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>9,552.07</u>
Ending GL Balance	<u>2,305,251.26</u>
Ending Bank Balance	2,305,251.26
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>2,305,251.26</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Feb 29, 2024
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: February 29, 2024

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	40,478,983.76
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(3,476,631.71)</u>
Ending GL Balance	<u>37,002,352.05</u>
Ending Bank Balance	37,002,352.05
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>37,002,352.05</u></u>

CHANGE ORDER NO.: 3

Owner:	North Weld County Water District	Owner's Project No.:	
Engineer:	Trihydro Corporation (Construction Administration)	Engineer's Project No.:	0075Q-003-0010, Task 0008
Contractor:	Connell Resources, Inc.	Contractor's Project No.:	2221045
Project:	Eaton Pipeline Project (Phase 2)		
Contract Name:	Agreement between North Weld County Water District and Connell Resources, Inc. for construction of the Eaton Pipeline Project (Phase 2)		
Date Issued:	March 28, 2024	Effective Date of Change Order:	April 8, 2024

The Contract is modified as follows upon execution of this Change Order:


Description:

Approval of Change Order Request (COR) Nos. 2, 3, 5, 6, 9, and 10 as outlined in Work Change Directive No. 1, attached, resulting in a net increase to the contract price of \$55,720.00.

Attachments:

Work Change Directive No. 1, dated March 28, 2024

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>7,136,142.60</u>	Original Contract Times: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Increase from previously approved Change Orders No. 1 to No. 2: \$ <u>19,588.00</u>	No Change from previously approved Change Orders No. 1 to No. 2: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Contract Price prior to this Change Order: \$ <u>7,155,730.60</u>	Contract Times prior to this Change Order: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Increase this Change Order: \$ <u>55,720.00</u>	No Change this Change Order: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>
Contract Price incorporating this Change Order: \$ <u>7,211,450.60</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>March 31, 2024</u> Ready for final payment: <u>April 30, 2024</u>

Recommended by Engineer	Accepted by Contractor
By: <u></u>	_____
Title: <u>Project Manager</u>	_____
Date: <u>3/28/2024</u>	_____
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 1

Owner: North Weld County Water District
Owner's Project No.:
Engineer: Trihydro Corporation (Construction Admin.)
Engineer's Project No.: 0075Q-003-0010
Contractor: Connell Resources, Inc.
Contractor's Project No.: 2221045
Project: NWCWD Eaton Pipeline Project (Phase 2)
Contract Name: Agreement between North Weld County Water District and Connell Resources, Inc. for construction of the Eaton Pipeline Project (Phase 2)
Date Issued: March 28, 2024
Effective Date of Work Change Directive: April 8, 2024

Contractor is directed to proceed promptly with the following change(s):

Description(s): Presented in the order listed on the Change Order Quotation, attached.

Change Order Request 10 (COR 10): Install trench stabilization rock within the bottom of the trench to provide support for the water line between Sta. 215+00 and Sta. 226+00, per the PVC Pipe Bedding Details on Sheet C-502. Soft and saturated soil conditions were encountered at trench bottom elevations within the station range outlined above and it was necessary to install trench stabilization material to provide support for the pipe envelope. Although trench stabilization material is called out in the details, it was not specifically accounted for in the Project bid items and the Contractor did not include it in the bid. Trihydro recommends approving this change order request which will result in an increase to the Contract Price of **\$12,200.00**.

Change Order Request 2 (COR 2): Per direction from Providence Infrastructure Consultants (PIC) and NWCWD during the 2022-2023 construction season, via the response to RFI No. 002A, the Contractor proceeded with raising the existing 3-inch diameter water line found to be in conflict with the new 30-inch PVC water line within the WCR 33 crossing at the Project's east terminus, between Sta. 311+13 and Sta. 312+30. This work included labor to complete the 3-inch water line adjustment and two additional utility line crossings: one for the 3-inch water line and one for a gas line discovered during the work, resulting in an increase to the Contract Price of **\$10,350.00**. (Note: This amount was included in Pay Application No. 2 and approved for payment by PIC without an approved change order but was deducted from the contract amount in Pay Application No. 8.)

Change Order Request 3 (COR 3): Proceed with alignment changes between ~Sta. 257+01 and ~Sta. 284+44, as directed during the 2022-2023 construction season and in the response to RFI No. 003, to move the water line alignment approximately 10-ft. north and away from the edge of the south easement boundary. Revisions to the Contract bid item quantities to complete the alignment adjustment result in a decrease to the Contract Price of **(\$33,460.00)**. (Note: An amount of \$18,000 from this request for the restocking fee for six (6) 30-inch 45° fittings was included in Pay Application No. 2 and approved for payment by PIC without an approved change order. This amount (\$18,000) was deducted from the contract amount in Pay Application No. 8.)

Change Order Request 5 (COR 5): Adjust the bid item quantities for Asphalt-Remove and Replace (WCR-33, Sta. 312+12) and Flow Fill (WCR-33/East Lucas Lateral Crossing) to reflect actual quantities installed, resulting in a decrease to the Contract Price of **(\$5,920.00)**.

Change Order Request 6 (COR 6): Adjust the lump sum bid item price for Mobilization to account for the demobilization and remobilization due to delays caused by the ongoing Weld County Roundabout project located at the intersection of WCR 74 and WCR 33, which prevented Weld County from

approving road closures within the project limits required to complete the county road crossings. The Mobilization bid item adjustment will result in an increase to the Contract Price of **\$24,870.00**.

Change Order Request 9 (COR 9): Adjust the associated pipe bid item quantities to account for an increase of 298 linear feet of restrained joint pipe required on the west side of the butterfly valve installed at ~Sta. 274+12 (moved from Sta. 254+01). This adjustment of pipe bid item quantities will result in an increase to the Contract Price of **\$47,680.00**.

Attachments:

- Change Order Quotation, dated 1/18/2024
- Change Order Request Log
- RFI Response (RFI No. 002A, dated 12/29/2022)
- RFI Response (RFI No. 003, dated 12/14/2023)

Purpose for the Work Change Directive:

The purpose for this Work Change Directive is to document the unresolved change order requests recommended for approval to date. Pending authorization from NWCWD, these changes to the Contract Price will be included in Change Order No. 3.

Note: Change Order Requests COR 04, COR 6, COR 6.1, COR 6.2, COR 7, and COR 8 have been rejected, as noted on the Change Order Request Log, attached.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Non-agreement on pricing of proposed change. Necessity to proceed for schedule or other reasons.

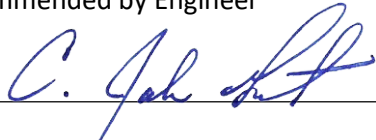
Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$55,720.00 increase.

Contract Time: 0 days

Basis of estimated change in Contract Price:

Lump Sum Unit Price Cost of the Work Other

	Recommended by Engineer	Authorized by Owner
By:		
Title:	<u>Project Manager</u>	
Date:	<u>3/28/2024</u>	

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191



Estimator: Roland Tremble

CHANGE ORDER QUOTATION

Date: 1/18/2024

Submitted To: North Weld County Water District Address: PO Box 56 Lucerne, CO 80646 USA Contact: Eric Reckentine Phone: Fax:	Bid Title Eaton Pipeline Phase 2 Changes To 1/18/24 Bid Number: COR 2-10 Project Location: WCR 72 Between WCR 29 And 33 Project City, State: Eaton, CO Engineer/Architect:
--	---

We offer for your consideration the following Change Order Quotation which, if accepted, shall constitute a modification to the contract between us.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10. COR 10					
	Stabilization Rock, Quantity Based On Assumption That Only Area Requiring Stabilization Rock Will Be From Station 215+00 To Station 226+00, Actual Tonnage From Tickets Will Be Charged.	305.00	TON	\$40.00	\$12,200.00
Total Price for above 10. COR 10 Items:					\$12,200.00
2. COR 2 For Utilities On East Terminus					
201	Waterline Lowering / Raising For 3" Waterline At 311+80	1.00	LS	\$5,750.00	\$5,750.00
202	Waterline Crossing (Sta. 311+80±)	1.00	LS	\$2,300.00	\$2,300.00
203	Gas Line Crossing (Sta. 312+31±)	1.00	LS	\$2,300.00	\$2,300.00
Total Price for above 2. COR 2 For Utilities On East Terminus Items:					\$10,350.00
3. COR 3 Alignment Changes On Hardesty Property					
301	Pipe - 30-Inch PVC Pressure Class 200 With Push-On Joints	91.00	LF	\$400.00	\$36,400.00
302	Pipe - 30-Inch PVC Pressure Class 200 With Restrained Joints	-91.00	LF	\$560.00	(\$50,960.00)
303	Fitting - 30-Inch - 45° DI Elbow With MJs	-6.00	EACH	\$10,000.00	(\$60,000.00)
304	Fitting - 30-Inch - 45° DI Elbow With MJs (Restocking Fee)	6.00	EACH	\$3,000.00	\$18,000.00
306	Fitting - 30-Inch - Solid Sleeve For Phasing And Coordination	2.00	EACH	\$9,600.00	\$19,200.00
307	Road Crossing, Gravel Open Cut at WCR 72 (Sta. 284+52± to Sta. 285+56±) with 54" FRPM Casing	6.00	LF	\$650.00	\$3,900.00
Total Price for above 3. COR 3 Alignment Changes On Hardesty Property Items:					(\$33,460.00)
5. COR 5 Quantity Over And Under Runs From WCR 33 Crossing					
501	Asphalt - Remove and Replace (WCR-33, Sta. 312+12)	11.00	CY	\$900.00	\$9,900.00
502	Flow Fill (WCR-33 / East Lucas Lateral Crossing)	-113.00	CY	\$140.00	(\$15,820.00)
Total Price for above 5. COR 5 Quantity Over And Under Runs From WCR 33 Crossing Items:					(\$5,920.00)
6. COR 6 Road Crossing Delay					
	Additional Mobilization	1.00	LS	\$24,870.00	\$24,870.00
Total Price for above 6. COR 6 Road Crossing Delay Items:					\$24,870.00
9. COR 9					
301	Pipe - 30-Inch PVC Pressure Class 200 With Push-On Joints	-298.00	LF	\$400.00	(\$119,200.00)
302	Pipe - 30-Inch PVC Pressure Class 200 With Restrained Joints	298.00	LF	\$560.00	\$166,880.00
Total Price for above 9. COR 9 Items:					\$47,680.00
Total Bid Price:					\$55,720.00

Notes: • Change order request based on Field Changes as discussed in weekly meetings

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Sponsor: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Connell Resources, Inc.

Authorized Signature: _____

Estimator: Roland Tremble
(970) 215-8897 rtremble@connellresources.com

Change Order Request Log

Project:

CRI Job Number:



ITEM NO.	DESCRIPTION	QUOTE Date	C.O N.O.	C.O. Date	C.O. \$	Status	Budget Date	COMMENTS
COR 01	Change to 30" PVC		1		\$19,588.00	Acc		
COR 02	Gas and waterlines at East terminus				\$10,350.00	Pend		Recommended for Approval under WCD No. 1
COR 03	changes at Hardesty revocable, remove bends add valve and adjust restraint				(\$33,460.00)	Pend		Recommended for Approval under WCD No. 1
COR 04	Haul cost for anderson dirt				\$20,625.00	Rej		Hauled by anderson, no cost
COR 5	Quantity over runs and under runs WCR 33 crossing				(\$5,920.00)	Pend		Recommended for Approval under WCD No. 1
COR 6	Pea gravel delivery for farmer				\$4,725.00	Rej		did not deliver.
COR 6.1	Road crossings as bore	10/26/23			\$302,665.00	Rej		
COR 6.2	Road crossings wait for schedule	10/26/23			\$59,700.00	Rej		
COR 6.3	Road crossings wait for schedule, without extra testing	10/26/23			\$24,870.00	Pend		Recommended for Approval under WCD No. 1
COR 7	Shoe Fly for CR 72 Crossing	12/21/23			\$58,170.00	Rej		
COR 8	Valve and restrained pipe WCR 31	12/21/23			\$59,400.00	Rej		
COR 9	restraint west of valve	12/21/23			\$47,680.00	Pend		Recommended for Approval under WCD No. 1
COR 10	Stabilization gravel	12/21/23			\$12,200.00	Pend		Recommended for Approval under WCD No. 1



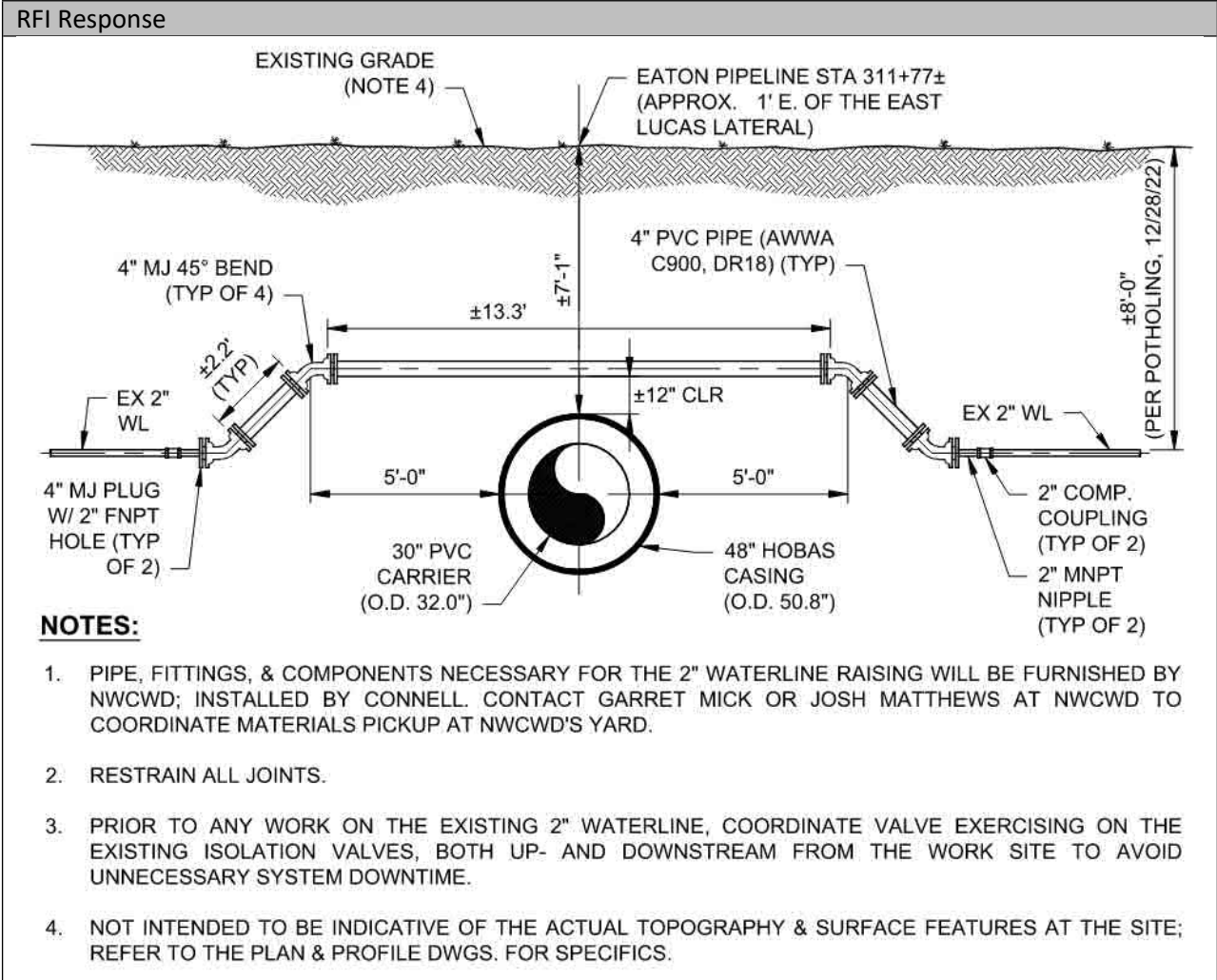
REQUEST FOR INFORMATION (RFI) RESPONSE

NWCWD EATON PIPELINE PROJECT (PHASE 2)	PIC PROJECT NO: 171016.12-002/171016.16-141
RFI NO.: 002A	
ESI DESCRIPTION: NWCWD WATERLINE RAISING BETWEEN E. LUCAS LATERAL & WCR 33	

RFI Information	
Type: <input checked="" type="checkbox"/> Clarification <input type="checkbox"/> Material Substitution <input type="checkbox"/> Value <input type="checkbox"/> Manufacturing Procedure Engineering <input type="checkbox"/> Other Specification Number: n/a Drawing Number: C-229 Date Submitted: 12/29/2022 Response Date: 12/29/2022	RFI was reviewed and responded to for clarification and general conformance with the design concept of the Project and the information provided in the Contract Documents. The Contractor is responsible for confirming the correlating dimensions at the jobsite for tolerance, clearance, quantities, fabrication processes, and means and methods of construction; coordination of the work with other trades; performing the work in a safe and satisfactory manner; and full compliance with the Contract Documents.

RFI Response
<ul style="list-style-type: none"> • <i>The original RFI is attached to this response, for reference.</i> <ol style="list-style-type: none"> 1. The waterline to be raised is a 2-inch, per NWCWD. If, upon excavation, it is discovered that it is a 3-inch, contact Darin Pytlik ASAP. 2. Based on information provided by Connell, and coordination with NWCWD, raise the existing NWCWD waterline in accordance with the following:

REQUEST FOR INFORMATION (RFI) RESPONSE





REQUEST FOR INFORMATION (RFI) RESPONSE

RFI Response

Connell Resources, Inc.
7785 Highland Meadows Parkway Suite 100
Fort Collins, CO 80528
Phone: 970/223-3151
Fax: 970/223-3191
Email: mroberts@connellresources.com



To: Providence Infrastructure Consultants Project: Eaton Pipeline Phase 2 RFI No.: 002
Attn: Darin Pytlik CRI Job No: 2221045 Attachment: Yes

Specifications: 33-05-20 Section: - Page/Paragraph: -

Plan Set Providence Sheet Name/ C-229 Issue/Rev. Date: 10/10/2022
By: Infrastructure Number: Sheet 13
Consultants

Work Phase: 48" Encasement Location: 30" Main Station: 311+74

RFI Request: 002 RFI Request Date: 12/29/2022 Required Reply Date: 01/05/2022
After potholing the north weld county water district 3" watermain at station 311+74, we found the water main to conflict with the proposed 30" watermain at STA 311+74.
We propose that we should raise the 3" watermain over the proposed 48" encasement.
Response Probable Cost Effect: Probable Schedule Effect:
Requested By: Providence Infrastructure Consultants Yes No Unknown Yes No Unknown
RFI Request Distributed To: D. Pytlik and R. Tremble
RFI's submitted by Connell Resources, Inc with attachments do not constitute design, architectural or engineering services.

RFI Reply: RFI Reply Date:
Reply Prepared By:
RFI Reply Distributed To:

This RFI Reply is provided as an interpretation of the Contract Documents for implementation. The RFI Reply shall not serve as an authorization for change to the Contract Sum or Contract Time. Should this RFI Reply result in a request for a change in the Contract Sum or Contract Time, Connell Resources, Inc. shall notify the appropriate entity prior to implementation.



REQUEST FOR INFORMATION (RFI) RESPONSE

NWCWD EATON PIPELINE PROJECT (PHASE 2)	TRIHYRO PROJECT NO: 0075Q-003-0010, TASK 0008
RFI NO.: 003	
DESCRIPTION: Alignment Adjustment between Sta 257+00 and Sta 273+00	

RFI Information	RFI was reviewed and responded to for clarification and general conformance with the design concept of the Project and the information provided in the Contract Documents. The Contractor is responsible for confirming the correlating dimensions at the job site for tolerance, clearance, quantities, fabrication processes, and means and methods of construction; coordination of the work with other trades; performing the work in a safe and satisfactory manner; and full compliance with the Contract Documents.
Type: <input checked="" type="checkbox"/> Clarification <input type="checkbox"/> Material Substitution <input type="checkbox"/> Value Engineering <input type="checkbox"/> Manufacturing Procedure <input type="checkbox"/> Other Specification Number: N/A Drawing Number: C-225 – C-226 Date Submitted: 12/08/2023 Response Date: 12/14/2023	

RFI Response
<ul style="list-style-type: none"> • <i>The original RFI is attached to this response, for reference.</i> <ol style="list-style-type: none"> 1. Trihydro agrees with the proposed water line alignment adjustment between Sta 257+00 and Sta 273+00 to shift the current alignment located on the south edge of the permanent easement approximately 10-ft. north, per the attached RFI. Please proceed as proposed.

Connell Resources, Inc.
7785 Highland Meadows Pkwy #100
Fort Collins, CO 80528
Phone: 970/223-3151
Fax: 970/223-3191
Email:



Request For Information

To: North Weld County Water D
Project: Eaton Pipeline
RFI No.: 003

Attn: Eric Reckentine
CRI Job No: 2221045
Attachment: Yes

Specifications: no	Section:	Page/Paragraph:
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Plan Set By: Providence	Sheet Name/ Number: C-225 & 226	Issue/Rev. Date: 10/10/22
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Work Phase: waterline	Location:	Station: 257+00 to 273+00
------------------------------	------------------	----------------------------------

RFI Request:

Can the alignment of the waterline from station 257+00 to 273+00 be adjusted to be 10 ft north of the edge of the easement, per the attached sketch?

RFI Request Date: 12/08/23

Probable Cost Impact: **Probable Schedule Impact:**

Response Requested By: Roland Tremble

No

No

RFI Request Distributed To:
NWCWD, Trihydro

RFI's submitted by Connell Resources, Inc with attachments do not constitute design, architectural or engineering services.

RFI Reply:

Trihydro agrees with the proposed water line alignment adjustment between Sta 257+00 and Sta 273+00 to shift the current alignment located on the south edge of the permanent easement approximately 10-ft. north, per the attached RFI. Please proceed as proposed.

RFI Reply Date: 12/14/2023

Reply Prepared By: Jade Gernant

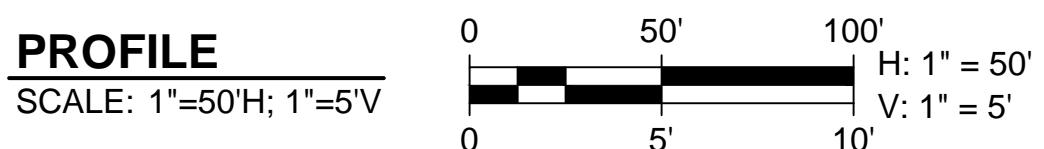
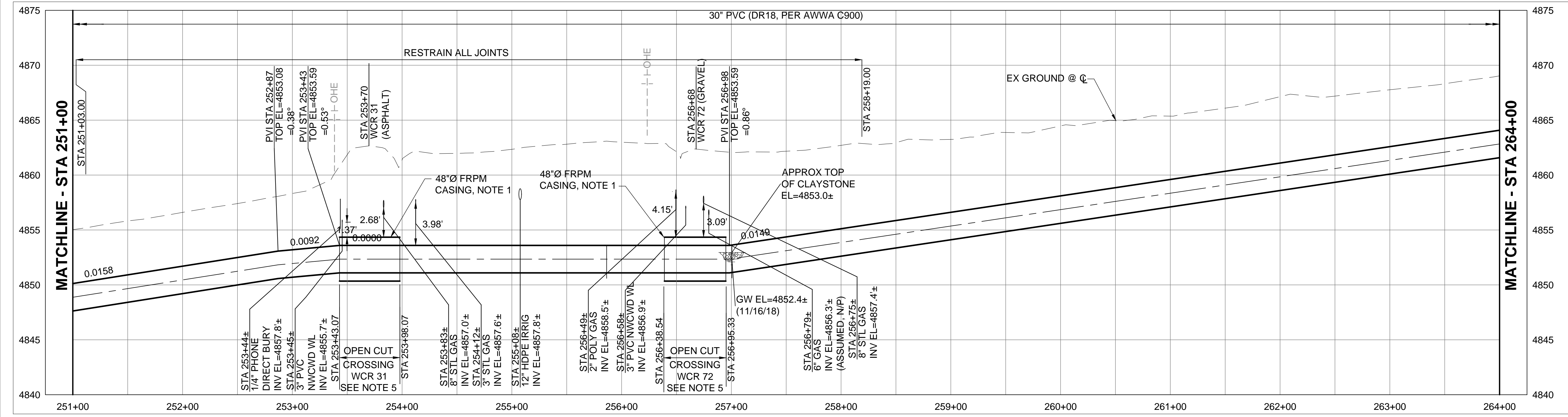
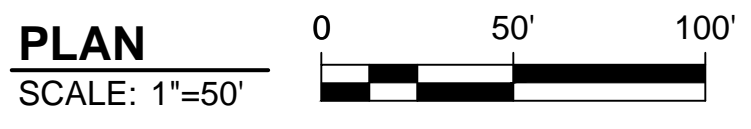
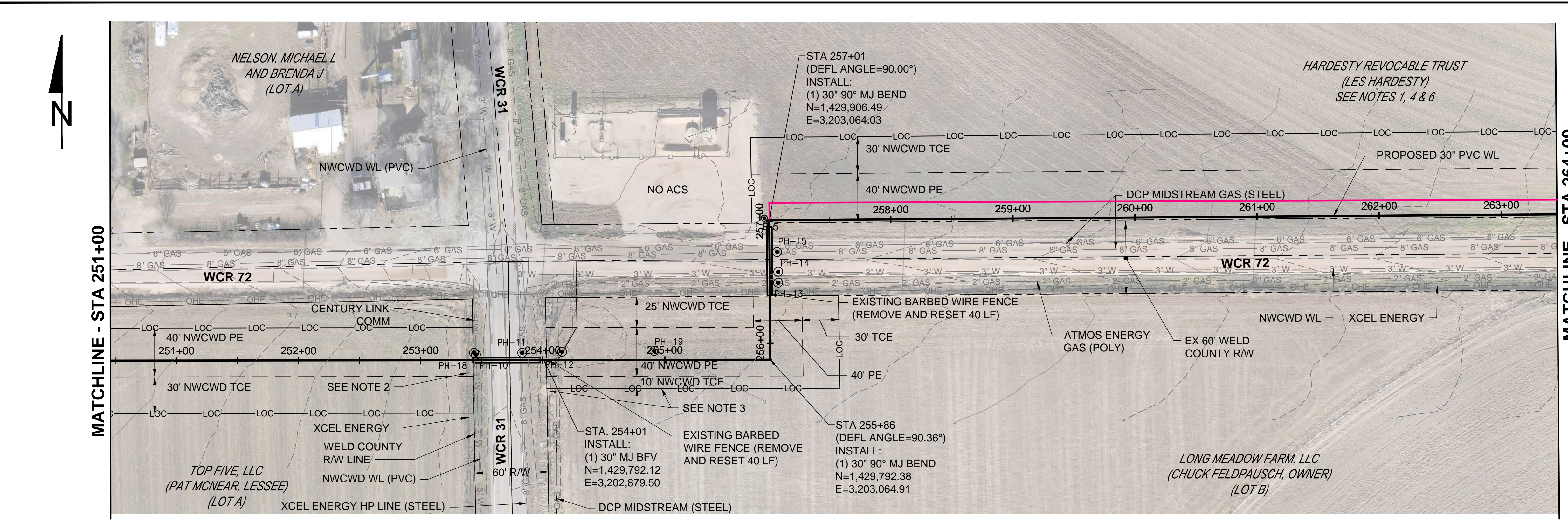
RFI Reply Distributed To: Connell Resources, NWCWD

This RFI Reply is provided as an interpretation of the Contract Documents for implementation. The RFI Reply shall not serve as an authorization for change to the Contract Sum or Contract Time. Should this RFI Reply result in a request for a change in the Contract Sum or Contract Time, Connell Resources, Inc. shall notify the appropriate entity prior to implementation.

PH #	STA	UTILITY TYPE	SIZE (IN)	MATERIAL	UTILITY OWNER	DEPTH TO T.O.P. (FT)
10	253+45	Water	3.00	Steel	NWCWD	5.25
11	253+83	HP Gas	8.00	Steel	Xcel	4.75
12	254+12	Gas	3.00	Steel	DCP	4.40
13	256+49	Gas	2.00	Steel	Atmos	3.50
14	256+58	Water	3.00	PVC	NWCWD	4.90
15	256+75	Gas	8.00	PVC	DCP	4.20
18	253+44	Phone	0.25	Direct Bury	Century Link	3.10
19	255-08	Irrigation	12.00	Direct Bury	Private	3.70


NOTES:

- REFER TO SECTION 33 05 07 FOR FRPM CASING PIPE REQUIREMENTS. SIX FEET MIN. COVER REQUIRED BENEATH ROADWAY. BACKFILL WITH FLOWFILL, PER WELD COUNTY REQUIREMENTS.
- COORDINATE WITH XCEL ENERGY TO REMOVE/RESET GUY WIRE AND/OR SUPPORT UTILITY POLE AS NECESSARY TO FACILITATE CONSTRUCTION.
- A SPECIFIC FENCING PLAN IS REQUIRED FOR THE LONG MEADOW FARM, LLC PROPERTY; REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
- LANDOWNER REQUIRES TRENCH TO BE "WATER-PACKED," PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVIATED, OR REMOVED.
- CONTRACTOR SHALL OBTAIN R/W PERMIT FROM WELD CO. PRIOR TO CONSTRUCTION. SUBMIT PERMIT APPLICATION ASAP DUE TO LEAD TIMES.
- PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



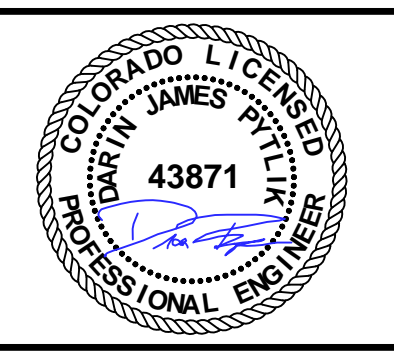
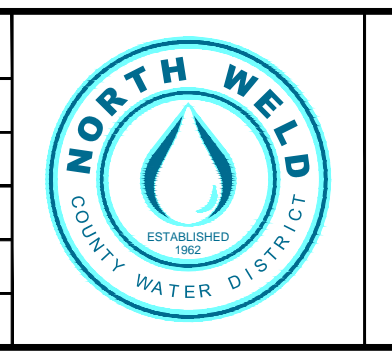
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PROVIDENCE INFRASTRUCTURE CONSULTANTS
 300 PLAZA DRIVE, SUITE 320
 HIGHLANDS RANCH, CO 80129
 (303) 997-5035
 www.providenceic.com



**ESI NO. 01A
 FOR CONSTRUCTION
 10/10/2022**

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY
10/10/22	ESI 01A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTLIK

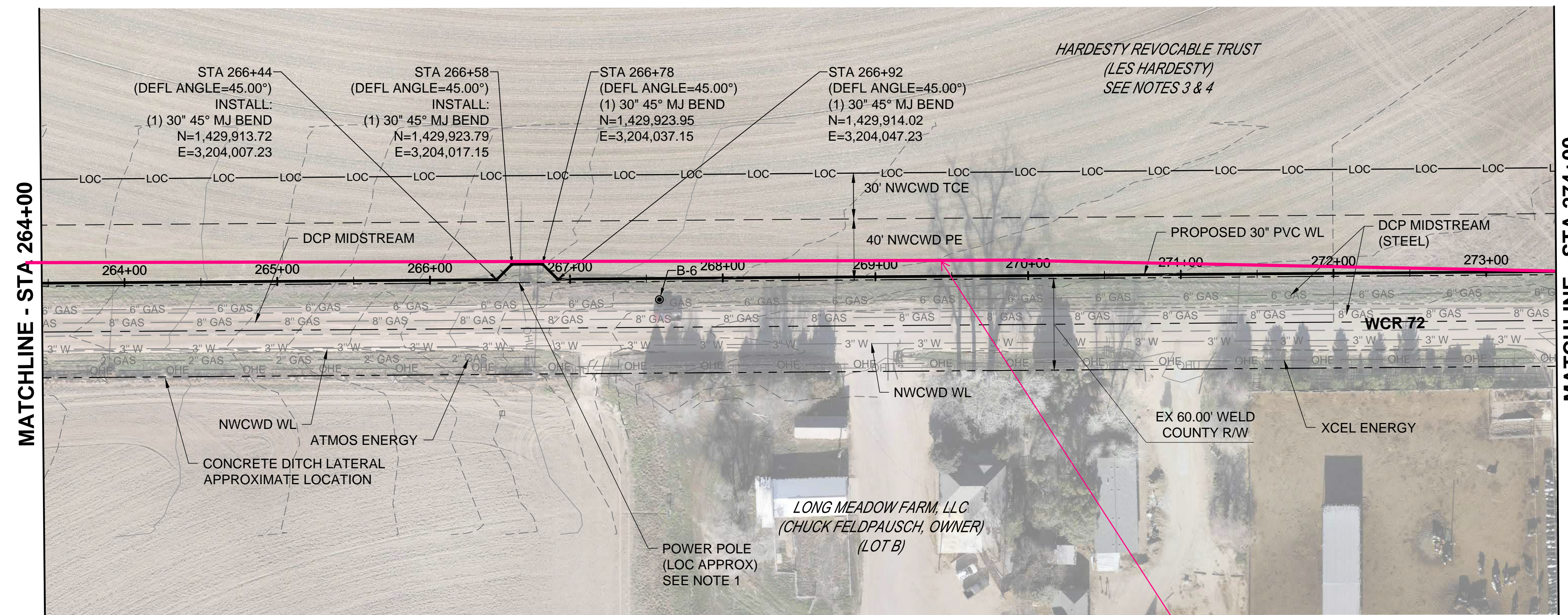


VERIFY SCALE
 BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**NORTH WELD COUNTY
 WATER DISTRICT
 EATON PIPELINE PROJECT
 (PHASE 2)**

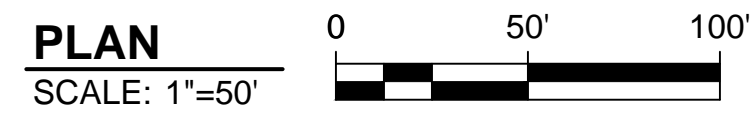
**PLAN AND PROFILE - WATERLINE
 STA 251+00 TO STA 264+00**

PROJECT: 171016.16-141-020
DRAWN BY: R.TURNER
DESIGNER: N.CAMPBELL
APPROVED BY: D. PYTLIK
SHEET: 9 OF 17
DRAWING: C-225

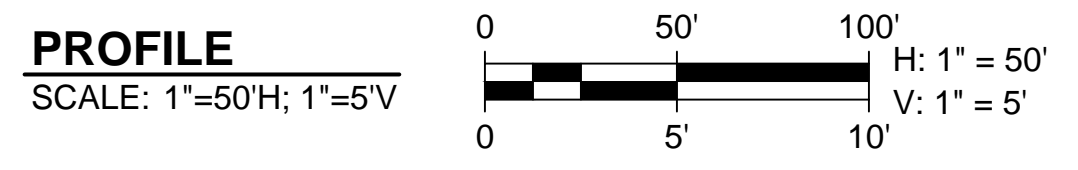
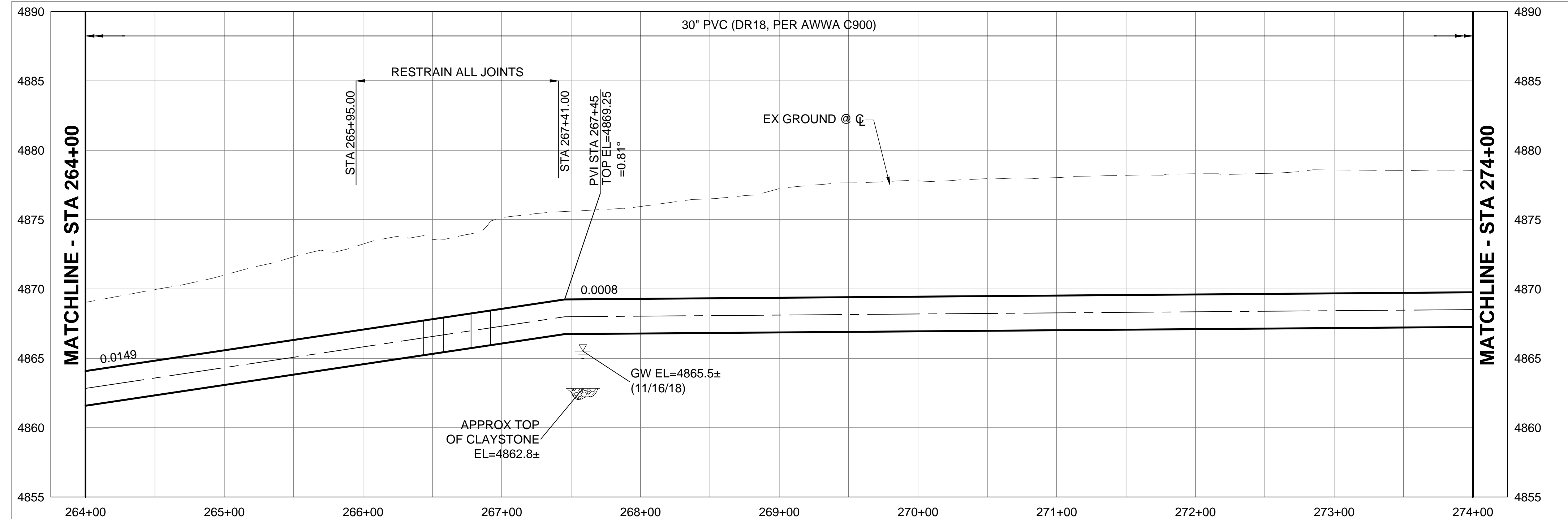


MATCHLINE - STA 264+00

- NOTES:**
1. MAINTAIN MINIMUM 12-FT CLEARANCE AROUND POWER POLE. COORDINATE SUPPLEMENTARY SUPPORT WITH POWER COMPANY, AS REQUIRED.
 2. REFER TO SECTION 31 01 01 FOR PROPERTY OWNER REQUIREMENTS.
 3. LANDOWNER REQUIRES TRENCH TO BE "WATER-PACKED," PER SECTION 31 01 01. CONTRACTOR SHALL NOT EXPECT THIS REQUIREMENT TO BE DIMINISHED, ALLEVIATED, OR REMOVED.
 4. PARCEL HAS BEEN SOLD TO CHUCK FELDPAUSCH OF LONG MEADOW FARM.



Begin deflection at station 273+00 Appx, once centerline reaches appx 10 ft north of the easment line continue to parallel the easment west to the 90 bend at station 257+00

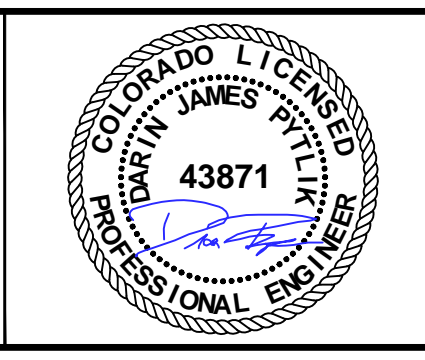
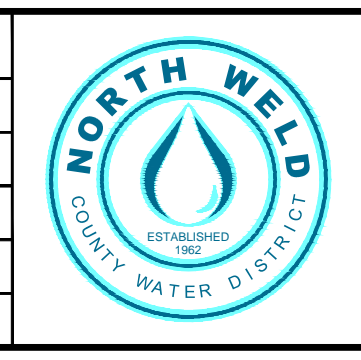


DATE: Oct 17, 2022 1:03pm
DWS: S:\2020 Projects\171016-141-020\Drawings\171016-141-020 SHEETS\C-C-226.dwg USER: imarimaz

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
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**ESI NO. 01A
FOR CONSTRUCTION
10/10/2022**

REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY
10/10/22	ESI 01A - REDUCE FROM 36" DIP TO 30" PVC	D. PYTLIK



VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**NORTH WELD COUNTY
WATER DISTRICT
EATON PIPELINE PROJECT
(PHASE 2)**

**PLAN AND PROFILE - WATERLINE
STA 264+00 TO STA 274+00**

PROJECT: 171016.16-141-020
DRAWN BY: R. TURNER
DESIGNER: N. CAMPBELL
APPROVED BY: D. PYTLIK
SHEET: 10 OF 17
DRAWING: C-226

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made this 27th day of March, 2024 (“**Effective Date**”), by and between MARVIN L. HECKMAN, SR. AND DOROTHY A. HECKMAN whose address is 38105 State Highway 257, Fort Collins, CO 80524 (“**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, electric lines, system communication lines, 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 and invitees to enter over, through and upon the Temporary Easement Area with personnel, 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 Ten (10) days after Grantor received written notice from Grantee of the start of construction 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 Commencement Date, whichever shall first occur ("Term"). The expiration of the Term shall have no effect on the District's permanent easement or other right, if any, within or over which said utility improvements are to be constructed or installed.

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 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Temporary Easement Area.

- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Temporary Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (b) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to the initial installation of the Improvements within the Temporary Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures.

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 so long as the same does not interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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, except to the extent caused by Grantor's negligence or intentional misconduct, 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 use commercially reasonable efforts to make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to as near a condition as existed prior to the District's work under this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas, 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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Temporary Easement Area ("**Pre-Existing Wastes**"), and any other information that would help the District assess the risks of working in the Temporary Easement Area. The District shall have the right to perform environmental sampling in the Temporary Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (c) Binding Effect. All of the covenants herein contained shall run with, be binding on and burden the Temporary Easement Area, and shall be 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 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.

- (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) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

- (i) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Temporary Construction Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B-1 containing a legal description of the Temporary Easement Area, an Exhibit B-2 containing a depiction of the Temporary Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "**Addendum**") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:

Marvin L. Heckman Sr
MARVIN L. HECKMAN, SR.

GRANTOR:

Dorothy A. Heckman
DOROTHY A. HECKMAN

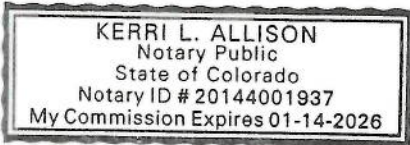
STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 27th day of March, 2024, by Marvin L. Heckman, Sr., and Dorothy A. Heckman.

WITNESS my hand and official seal.

My commission expires: 1-14-26

Kerri L. Allison
Notary Public

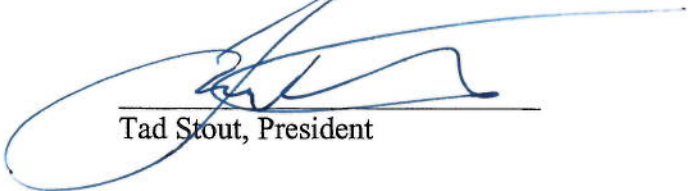


THE DISTRICT:

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 _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2024, 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

EXHIBIT A

Legal Description of Grantor's Property

EXHIBIT B

Legal Description of Temporary Easement Area

Exhibit A

Property Description

Legal Description per County Assessor: E2NE4 20 7 67 BEG AT SE COR W2NE4 W175.5' N 16D55'E 136' N25D05'E 215.5' TO E LN OF W2NE4 S ON SAID E LN 535' TO BEG (1.06A) EXC BEG AT NW COR E2NE4 S645' TO CEN MAIN LAT DITCH NELY ALONG C/L OF DITCH TO N LN OF SEC W107' TO BEG AND E2NE 4 PT W2NE4 20 7 67 BEG AT SE COR W2NE4 W175.5' N16D55'E 136' N25D05'E 215'N11D30'W 212.5' TO LN OF W2NE 4 S ON SAID E LN 535' TO BEG (1.06A) EXC BEG AT NW COR E2NE4 S645' E 166' TO CEN MAIN LAT DITCH NELY ALONG C/L OF DITCH TO N LN OF SEC W107' TO BEG

Location Address: VACANT LAND and 38105 HIGHWAY 257

Assessor Parcel Number 070520000020 AND 070520000019

Exhibit "B"

PARCEL DESCRIPTION

Heckman Temporary Construction Easement

A tract of land, being part of that parcel of land described in Quitclaim Deed as recorded September 21, 2021 as Reception No. 4757973 of the Records of the Weld County Clerk and Recorder, situate in the East Half (E1/2) of Section Twenty (20), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 20 and assuming the east line of the Northeast Quarter as bearing North 01°06'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,638.94 feet, monumented by a #6 rebar with 3.25" aluminum cap (illegible) on the south end and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 10855 on the north end and with all other bearings contained herein relative thereto;

PARCEL A:

THENCE South 89°52'05" West, along the north line of Section 20, a distance of 182.97 feet;
THENCE South 00°17'43" East a distance of 30.00 feet to the south Right-of-Way line of Weld County Road 80, and the POINT OF BEGINNING;
THENCE South 00°17'43" East a distance of 86.76 feet;
THENCE South 15°17'43" East a distance of 68.90 feet;
THENCE South 00°29'17" East a distance of 1,540.46 feet;
THENCE South 45°00'00" West a distance of 373.91 feet;
THENCE South 00°00'00" East a distance of 1,494.10 feet;
THENCE South 64°26'00" East a distance of 181.11 feet to a point on the southeasterly line of pipeline easement and Right-of-Way grant recorded October 18, 2019 as reception number 4533502 of the WCCR, said point herein referred to as POINT A;
THENCE South 25°34'00" West, along said southeasterly line, a distance of 40.00 feet;
THENCE North 64°26'00" West a distance of 206.31 feet;
THENCE North 00°00'00" East a distance of 1,535.88 feet;
THENCE North 45°00'00" East a distance of 373.71 feet;
THENCE North 00°29'17" West a distance of 1,518.49 feet;
THENCE North 15°17'43" West a distance of 68.97 feet;
THENCE North 00°17'43" West a distance of 92.14 feet to the south Right-of-Way line of Weld County Road 80;
THENCE North 89°52'05" East, along said south line, a distance of 40.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 150,815 Square Feet or 3.462 Acres, more or less (±).

TOGETHER WITH:

PARCEL B:

COMMENCING at aforementioned POINT A;
THENCE North 25°34'00" East, along the southeasterly line of Reception Number 4533502, a distance of 45.00 feet to the POINT OF BEGINNING;
THENCE North 25°34'00" East, continuing along said southeasterly line, a distance of 40.00 feet;
THENCE South 64°26'00" East a distance of 85.00 feet;
THENCE South 25°34'00" West a distance of 125.00 feet;
THENCE North 64°26'00" West a distance of 15.00 feet;
THENCE South 25°34'00" West a distance of 913.09 feet;
THENCE North 89°29'52" West a distance of 129.91 feet;
THENCE South 01°50'04" West a distance of 30.01 feet;
THENCE North 89°29'52" West a distance of 30.01 feet;
THENCE South 01°50'04" West a distance of 650.47 feet;
THENCE North 89°42'59" East a distance of 30.02 feet;

THENCE South 01°50'04" West a distance of 30.02 feet;
THENCE North 89°47'22" East a distance of 746.34 feet to the west Right-of-Way line of State Highway 257 and the beginning Point of a Curve (PC), non-tangent to the aforesaid line;
THENCE along the arc of a curve concave to the east a distance of 40.01 feet, having a Radius of 1,509.99 feet, a Delta of 00°11'57" and is subtended by a Chord that bears South 01°24'26" East a distance of 40.01 feet;
THENCE South 89°47'22" West, along said north line, a distance of 788.62 feet;
THENCE North 01°50'04" East a distance of 30.02 feet;
THENCE South 89°42'59" West a distance of 30.02 feet;
THENCE North 01°50'04" East a distance of 731.00 feet;
THENCE South 89°29'52" East a distance of 30.01 feet;
THENCE North 01°50'04" East a distance of 30.01 feet;
THENCE South 89°29'52" East a distance of 143.54 feet;
THENCE North 25°34'00" East a distance of 927.64 feet;
THENCE South 64°26'00" East a distance of 15.00 feet;
THENCE North 25°34'00" East a distance of 45.00 feet;
THENCE North 64°26'00" West a distance of 45.00 feet to the POINT OF BEGINNING.

Said described parcel of land contains 112,012 Square Feet or 2.571 Acres, more or less (±).

SURVEYORS STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°52'05"W	182.97'
L2	S00°17'43"E	30.00'
L3	S00°17'43"E	86.76'
L4	S15°17'43"E	68.90'
L5	S64°26'00"E	181.11'
L6	S25°34'00"W	40.00'
L7	S25°34'00"W	45.00'
L8	N25°34'00"E	40.00'
L9	S64°26'00"E	85.00'
L10	S25°34'00"W	125.00'
L11	N64°26'00"W	15.00'
L12	N89°29'52"W	129.91'
L13	S01°50'04"W	30.01'
L14	N89°29'52"W	30.01'
L15	N65°42'59"E	30.02'
L16	S01°50'04"W	30.02'
L17	N01°50'04"E	30.02'
L18	S89°42'59"W	30.02'
L19	S89°29'52"E	30.01'
L20	N01°50'04"E	30.01'
L21	S89°29'52"E	143.54'
L22	S64°26'00"E	15.00'
L23	N25°34'00"E	45.00'
L24	N64°26'00"W	45.00'
L25	N64°26'00"W	206.31'
L26	N15°17'43"W	68.97'
L27	N00°17'43"W	92.14'
L28	N89°52'05"E	40.00'
L29	N89°52'05"E	40.00'

PARCEL NO. 07062000020
OWNER: MARVIN L. HECKMAN SR.



MATCHLINE A

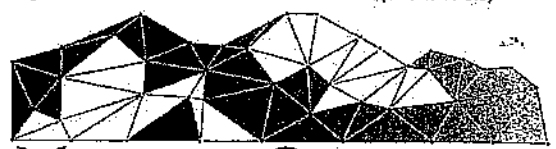
TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (CRS 13-80-105)

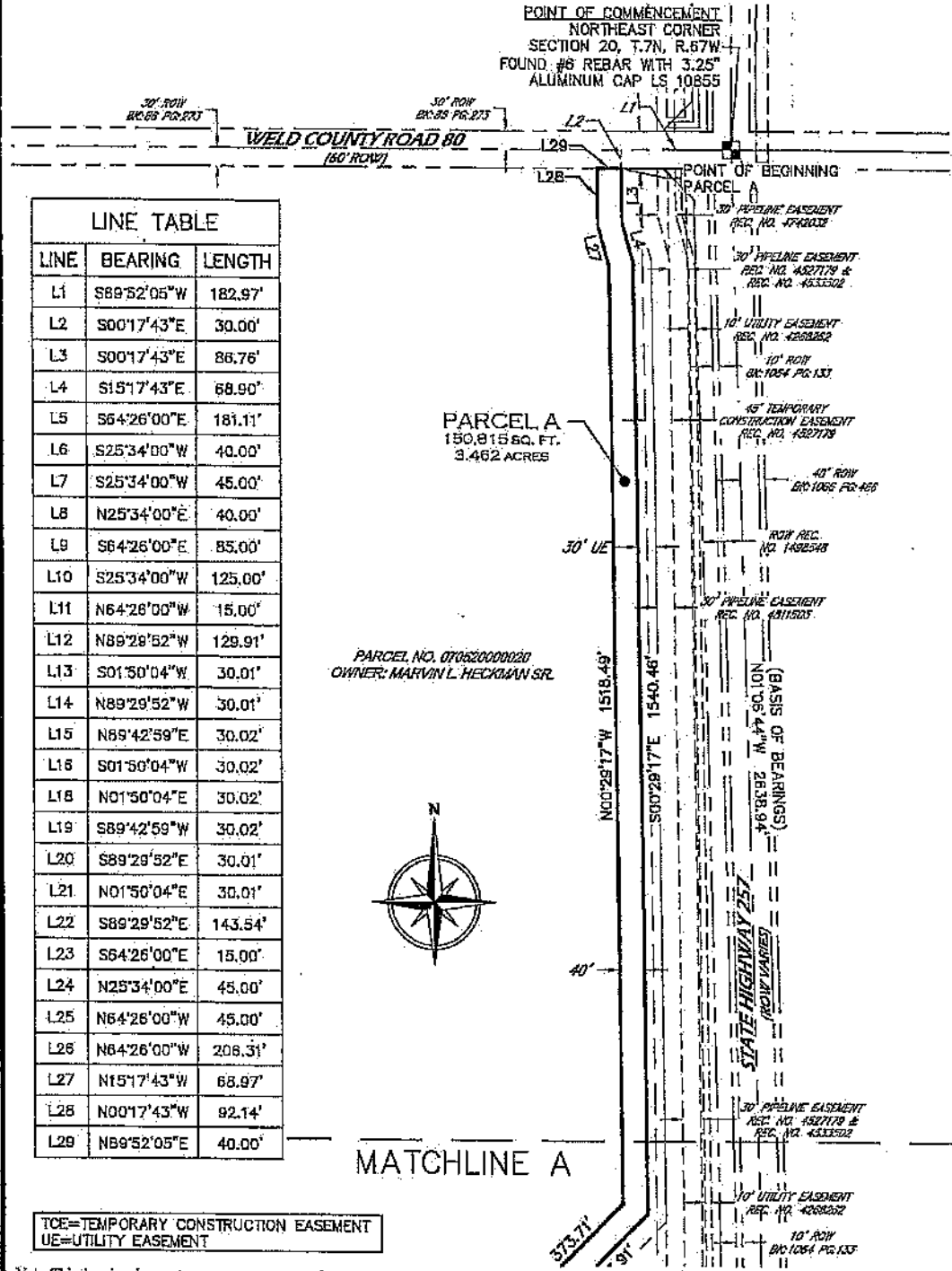


Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



MAJESTIC SURVEYING

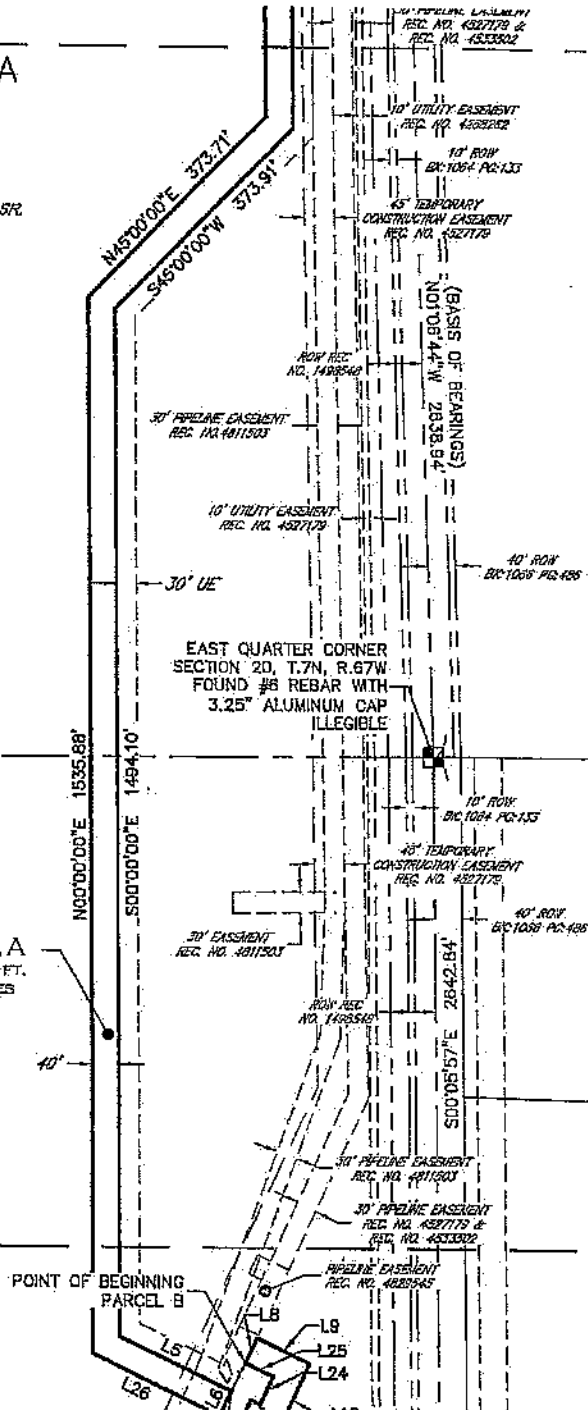
PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-15-2023 SCALE: 1"=200'



MATCHLINE A

PARCEL NO. 07052000020
OWNER: MARVIN L. HECKMAN SR.

LINE TABLE		
LINE	BEARING	LENGTH
L5	S64°26'00"E	181.11'
L6	S25°34'00"W	40.00'
L7	S25°34'00"W	45.00'
L8	N25°34'00"E	40.00'
L9	S64°26'00"E	85.00'
L10	S25°34'00"W	125.00'
L11	N64°26'00"W	15.00'
L23	S64°26'00"E	15.00'
L24	N25°34'00"E	45.00'
L25	N64°26'00"W	45.00'
L26	N64°26'00"W	208.31'



PARCELA
150,815 SQ. FT.
3.462 ACRES

38105 HIGHWAY 257
OWNER: MARVIN L. HECKMAN SR.

MATCHLINE B

TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-60-105)



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC



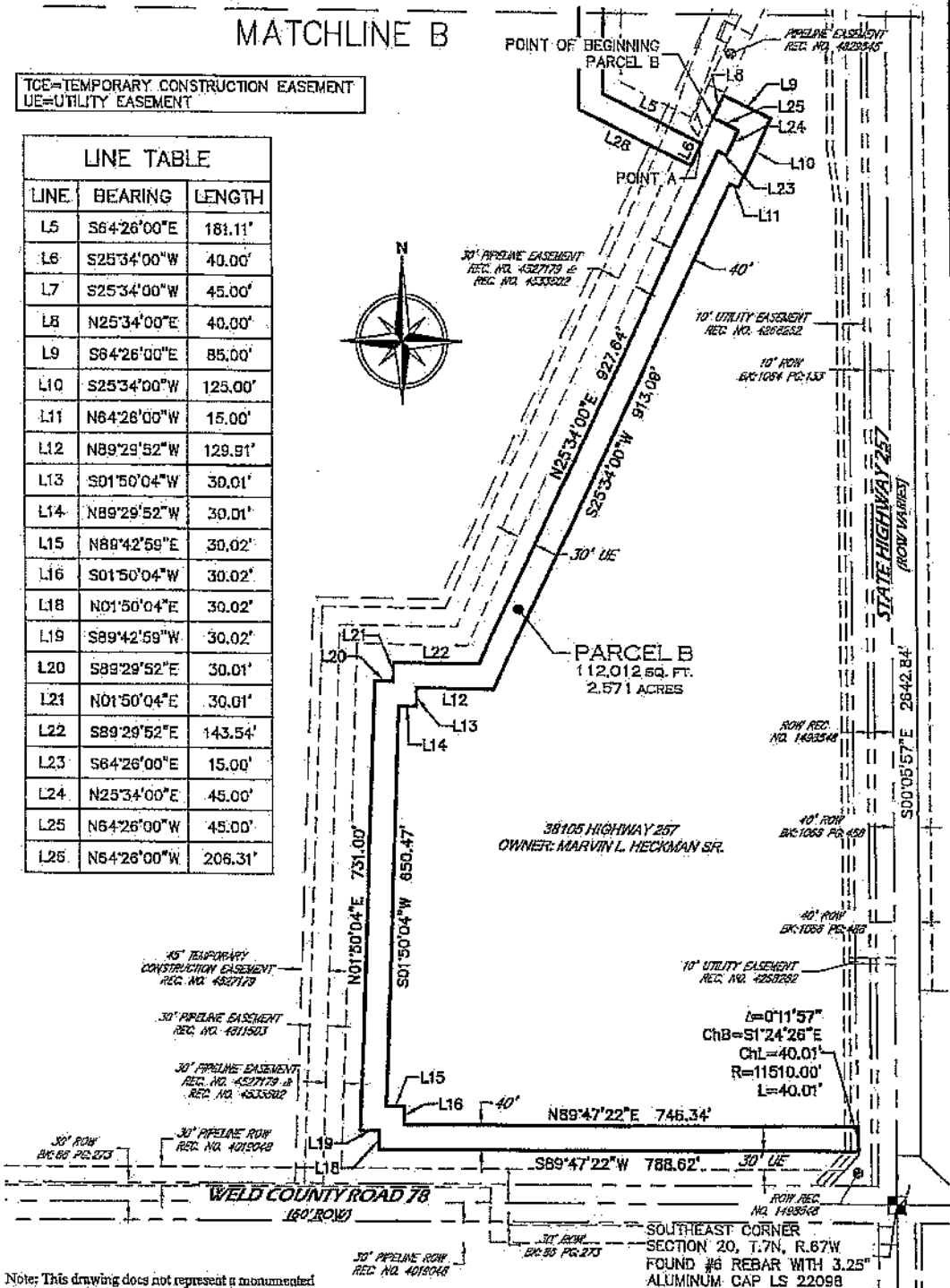
MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-15-2023 SCALE: 1"=200'

MATCHLINE B

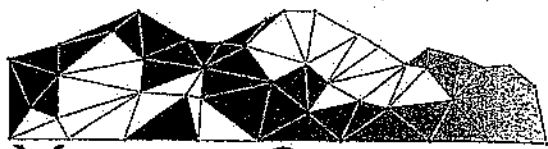
TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L5	S64°26'00"E	181.11'
L6	S25°34'00"W	40.00'
L7	S25°34'00"W	45.00'
L8	N25°34'00"E	40.00'
L9	S84°26'00"E	85.00'
L10	S25°34'00"W	125.00'
L11	N64°26'00"W	15.00'
L12	N89°29'52"W	129.91'
L13	S01°50'04"W	30.01'
L14	N89°29'52"W	30.01'
L15	N88°42'58"E	30.02'
L16	S01°50'04"W	30.02'
L18	N01°50'04"E	30.02'
L19	S89°42'59"W	30.02'
L20	S89°29'52"E	30.01'
L21	N01°50'04"E	30.01'
L22	S89°29'52"E	143.54'
L23	S64°26'00"E	15.00'
L24	N25°34'00"E	45.00'
L25	N64°26'00"W	45.00'
L25	N64°26'00"W	206.31'



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-15-2023 SCALE: 1"=200'

PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“**Agreement**”) is made this 27th day of March, 2024, by and between MARVIN L. HECKMAN, SR. AND DOROTHY A. HECKMAN, whose address is 38105 State Highway 257, Fort Collins, CO 80524 (“**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 and its agents, employees and contractors 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, electric lines, system communication lines, 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) Reasonable access for District’s personnel, equipment and vehicles to and from the Improvements.
- (c) 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
- (d) 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 Agreement, 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 use commercially reasonable efforts to 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 during the initial installation of the Improvements within the Easement Area.
- (f) No delay or omission in the exercise of any right or remedy accruing to the District upon any breach shall impair such right or remedy or be construed

as a waiver of any such breach or of a subsequent breach of the same or any other term, covenant or condition herein contained. No failure by the District to remove or otherwise raise an objection to any objects or improvements located or installed on the Easement Area by Grantor, shall be deemed to constitute consent on the part of the District to such improvements or objects, nor a waiver of the District's rights regarding removal of any such improvements or objects.

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 as near a condition as existed prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto, taking into account, among other things, the existence of the Improvements and the restrictions stated herein, including prohibitions or limitations on structures, trees, shrubs, and other objects;
- (c) Insofar as practicable, restore existing fences, existing drain tile, existing irrigation systems, existing landscaping, existing private roads and other existing improvements, to as near a condition as existed prior to the District's activities related to the Improvements within the Easement Area;
- (d) Promptly pay when due the entire cost of any work on or about the Easement Area undertaken by the District, so that the Easement Area shall remain free of liens for labor and materials supplied at the request of the District.
- (e) Pay Grantor for any growing crops, livestock and other items which are damaged by the District's activities related to initial installation of the Improvements within the Easement Area in accordance with, whichever is greater: (i) applicable law; or (ii) the District's then-current policies and procedures; and
- (f) 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 and so long as the same does not

interfere with or endanger the Improvements, 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, as determined by the District in its reasonable discretion. 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 Improvements, or 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, over, 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.

No failure by the District to remove any interference or otherwise object to any use by Grantor in violation of these terms shall be deemed to constitute consent on the part of the District to such interference nor shall it be deemed a waiver of the District's right to remove any such interference without further notice or compensation to Grantor. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.

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. This Agreement is binding on Grantor, is not conditioned upon obtaining the consent of any third party, and is not subject to any leases, mortgages or liens, except those for which Grantor has provided the District with a consent and subordination agreement, executed by such tenant, mortgagee or lienholder in the form attached hereto.

10. Hazardous Materials. Grantor shall disclose to the District any pre-existing waste materials that Grantor knows or reasonably suspects to be present in soils, water (surface or groundwater), vapors or air, whether on, in, above, migrating to or from, or under the Easement

Area (“Pre-Existing Wastes”), and any other information that would help the District assess the risks of working in the Easement Area. The District shall have the right to perform environmental sampling in the Easement Area at its discretion. If the District encounters any Pre-Existing Wastes, the District may stop work. Grantor shall retain its obligations to comply with all applicable laws and regulations related to such wastes. Grantor shall release the District from any claims or responsibilities related to such Pre-Existing Wastes.

11. 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. No amendment, modification or supplement to this Agreement shall be binding on the District unless made in writing and executed by an authorized representative of the District. No waiver by the District of any provision hereof, nor any approval of the District required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the District.
- (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 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.
- (j) Sovereign Immunity. The District does not waive shall not be deemed to have waived the District's sovereign immunity or any of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the District under common law or pursuant to statute, including, but not limited to, the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
- (k) Entire Agreement. This Agreement incorporates all agreements and stipulations between Grantor and the District as to the subject matter of this Agreement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Agreement. This Agreement consists of the document titled "Permanent Water Easement Agreement", an Exhibit A containing a legal description of the Grantor's Property, an Exhibit B containing a legal description of the Easement Area and, if attached, any Consent and Subordination. No other exhibit, addendum, schedule or other attachment (collectively, "Addendum") is authorized, and no Addendum shall be effective and binding upon either party unless executed by an authorized representative of the District and Grantor. This Agreement has been drafted as a joint effort between the District and Grantor, after negotiations, consultations, and approval as to form. Accordingly, neither the District nor Grantor may hereafter be entitled to a presumption that any portion of this Agreement should be construed either for or against a particular party or contend that this Agreement was drafted by a particular party.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:

Marvin Heckman, Sr.
MARVIN L. HECKMAN, SR.

GRANTOR:

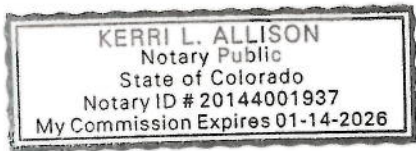
Dorothy A. Heckman
DOROTHY A. HECKMAN

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 27th day of March, 2024, by Marvin L. Heckman, Sr. and Dorothy A. Heckman.

WITNESS my hand and official seal.

My commission expires: 1-14-26



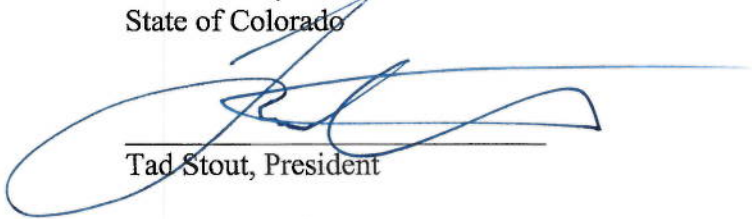
Kerri L. Allison
Notary Public

THE DISTRICT:

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 _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, 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

EXHIBIT A

Legal Description of Grantor's Property

EXHIBIT B

Legal Description of Easement Area

Exhibit A

Property Description

Legal Description per County Assessor: E2NE4 20 7 67 BEG AT SE COR W2NE4 W175.5' N 16D55'E 136' N25D05'E 215.5' TO E LN OF W2NE4 S ON SAID E LN 535' TO BEG (1.06A) EXC BEG AT NW COR E2NE4 S645' TO CEN MAIN LAT DITCH NELY ALONG C/L OF DITCH TO N LN OF SEC W107' TO BEG AND E2NE 4 PT W2NE4 20 7 67 BEG AT SE COR W2NE4 W175.5' N16D55'E 136' N25D05'E 215'N11D30'W 212.5' TO LN OF W2NE 4 S ON SAID E LN 535' TO BEG (1.06A) EXC BEG AT NW COR E2NE4 S645' E 166' TO CEN MAIN LAT DITCH NELY ALONG C/L OF DITCH TO N LN OF SEC W107' TO BEG

Location Address: VACANT LAND and 38105 HIGHWAY 257

Assessor Parcel Number 070520000020 AND 070520000019

Exhibit "B"

PARCEL DESCRIPTION Heckman Waterline Easement

A tract of land, being part of that parcel of land described in Quitclaim Deed as recorded September 21, 2021 as Reception No. 4757973 of the Records of the Weld County Clerk and Recorder, situate in the East Half (E1/2) of Section Twenty (20), Township Seven North (T.7N.), Range Sixty-seven West (R.67W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 20 and assuming the east line of the Northeast Quarter as bearing North $01^{\circ}06'44''$ West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,638.94 feet, monumented by a #6 rebar with 3.25" aluminum cap (illegible) on the south end and monumented by a #6 rebar with a 3.25" aluminum cap stamped LS 10855 on the north end and with all other bearings contained herein relative thereto;

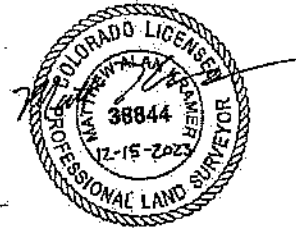
THENCE South $89^{\circ}52'05''$ West, along the north line of Section 20, a distance of 152.97 feet;
THENCE South $00^{\circ}17'43''$ East a distance of 30.00 feet to the south Right-of-Way line of Weld County Road 80, and the POINT OF BEGINNING;
THENCE along the westerly line of that parcel described in Right-of-Way grant as recorded March 21, 2022 as reception number 4811503 of the records of the Weld County Clerk and Recorder (WCCR) the following three courses;
THENCE South $00^{\circ}17'43''$ East a distance of 82.72 feet;
THENCE South $15^{\circ}17'43''$ East a distance of 68.85 feet;
THENCE South $00^{\circ}29'17''$ East a distance of 1,556.93 feet;
THENCE South $45^{\circ}00'00''$ West a distance of 374.06 feet;
THENCE South $00^{\circ}00'00''$ East a distance of 1,462.77 feet;
THENCE South $64^{\circ}26'00''$ East a distance of 162.20 feet to the southeasterly line of pipeline easement and Right-of-Way grant recorded October 18, 2019 as reception number 4533502 of the WCCR;
THENCE North $25^{\circ}34'00''$ East, along said southeasterly line, a distance of 15.00 feet;
THENCE South $64^{\circ}26'00''$ East a distance of 45.00 feet;
THENCE South $25^{\circ}34'00''$ West a distance of 45.00 feet;
THENCE North $64^{\circ}26'00''$ West a distance of 15.00 feet;
THENCE South $25^{\circ}34'00''$ West a distance of 927.64 feet;
THENCE North $89^{\circ}29'52''$ West a distance of 143.54 feet;
THENCE South $01^{\circ}50'04''$ West a distance of 30.01 feet;
THENCE North $89^{\circ}29'52''$ West a distance of 30.01 feet;
THENCE South $01^{\circ}50'04''$ West a distance of 730.96 feet;
THENCE North $89^{\circ}47'22''$ East a distance of 30.02 feet;
THENCE South $01^{\circ}50'04''$ West a distance of 30.02 feet;
THENCE North $89^{\circ}47'22''$ East a distance of 788.62 feet to the west Right-of-Way line of State Highway 257 and the beginning Point of a Curve (PC), non-tangent to the aforesaid line;
THENCE along said westerly Right-of-Way the following two courses;
THENCE along the arc of a curve concave to the east a distance of 5.20 feet, having a Radius of 1,509.99 feet, a Delta of $00^{\circ}01'33''$ and is subtended by a Chord that bears South $01^{\circ}31'11''$ East a distance of 5.20 feet;
THENCE South $44^{\circ}15'14''$ West along a line non-tangent to the aforesaid curve a distance of 34.75 feet to the north line of pipeline Right-of-Way Grant as recorded May 28, 2014 as reception number 4019078 of the WCCR;
THENCE South $89^{\circ}47'22''$ West, along said north line, a distance of 825.51 feet to the east line of reception number 4533502;
THENCE along the easterly line of reception number 4533502 the following three courses;
THENCE North $01^{\circ}50'04''$ East a distance of 851.39 feet;
THENCE South $89^{\circ}29'52''$ East a distance of 183.76 feet;
THENCE North $25^{\circ}34'00''$ East a distance of 908.35 feet;
THENCE North $64^{\circ}26'00''$ West a distance of 181.11 feet;
THENCE North $00^{\circ}00'00''$ East a distance of 1,494.10 feet;

THENCE North 45°00'00" East a distance of 373.91 feet;
THENCE North 00°29'17" West a distance of 1,540.46 feet;
THENCE North 15°17'43" West a distance of 68.90 feet;
THENCE North 00°17'43" West a distance of 86.76 feet to the south Right-of-Way line of Weld
County Road 80;
THENCE North 89°52'05" East, along said south line, a distance of 30.00 feet to the POINT OF
BEGINNING.

Said described parcel of land contains 197,883 Square Feet or 4.543 Acres, more or less (±).

SURVEYORS STATEMENT

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



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844

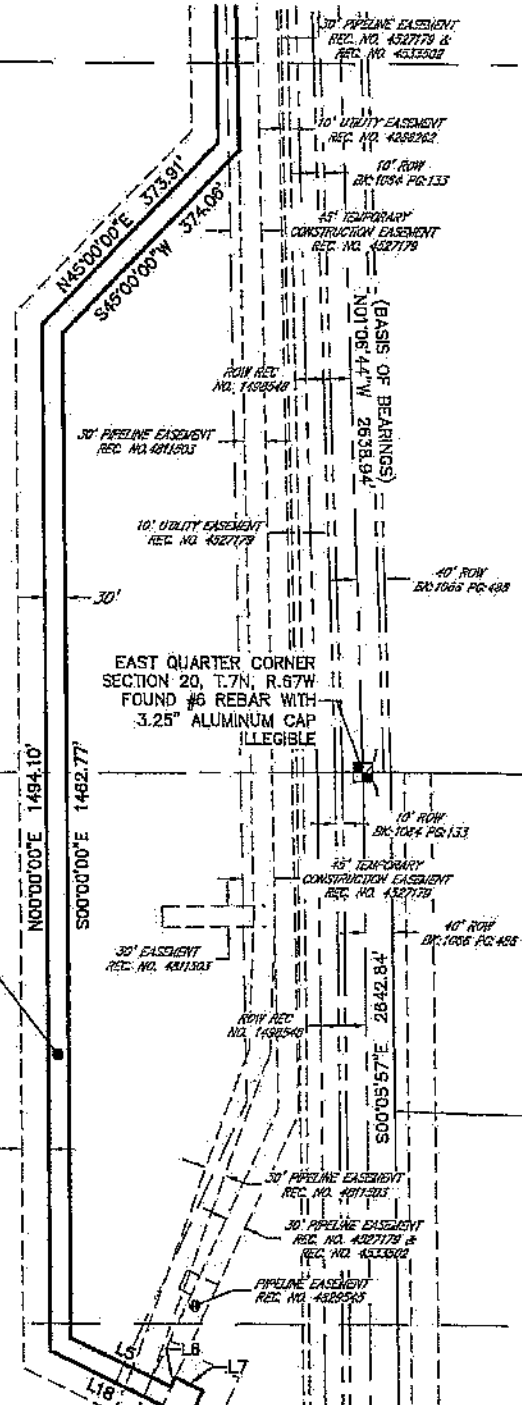




MATCHLINE A

PARCEL NO. 07062000020
OWNER: MARVIN L. HECKMAN SR.

LINE	BEARING	LENGTH
L5	S64°26'00"E	162.20'
L6	N25°34'00"E	15.00'
L7	S64°26'00"E	45.00'
L8	S25°34'00"W	45.00'
L9	N64°26'00"W	15.00'
L18	N64°26'00"W	181.11'



SUBJECT PARCEL
197,883 SQ. FT.
4.543 ACRES

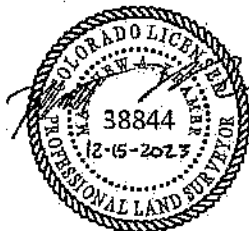
38105 HIGHWAY 257
OWNER: MARVIN L. HECKMAN SR.

TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

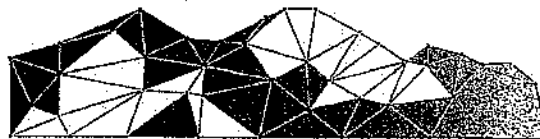
MATCHLINE B

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

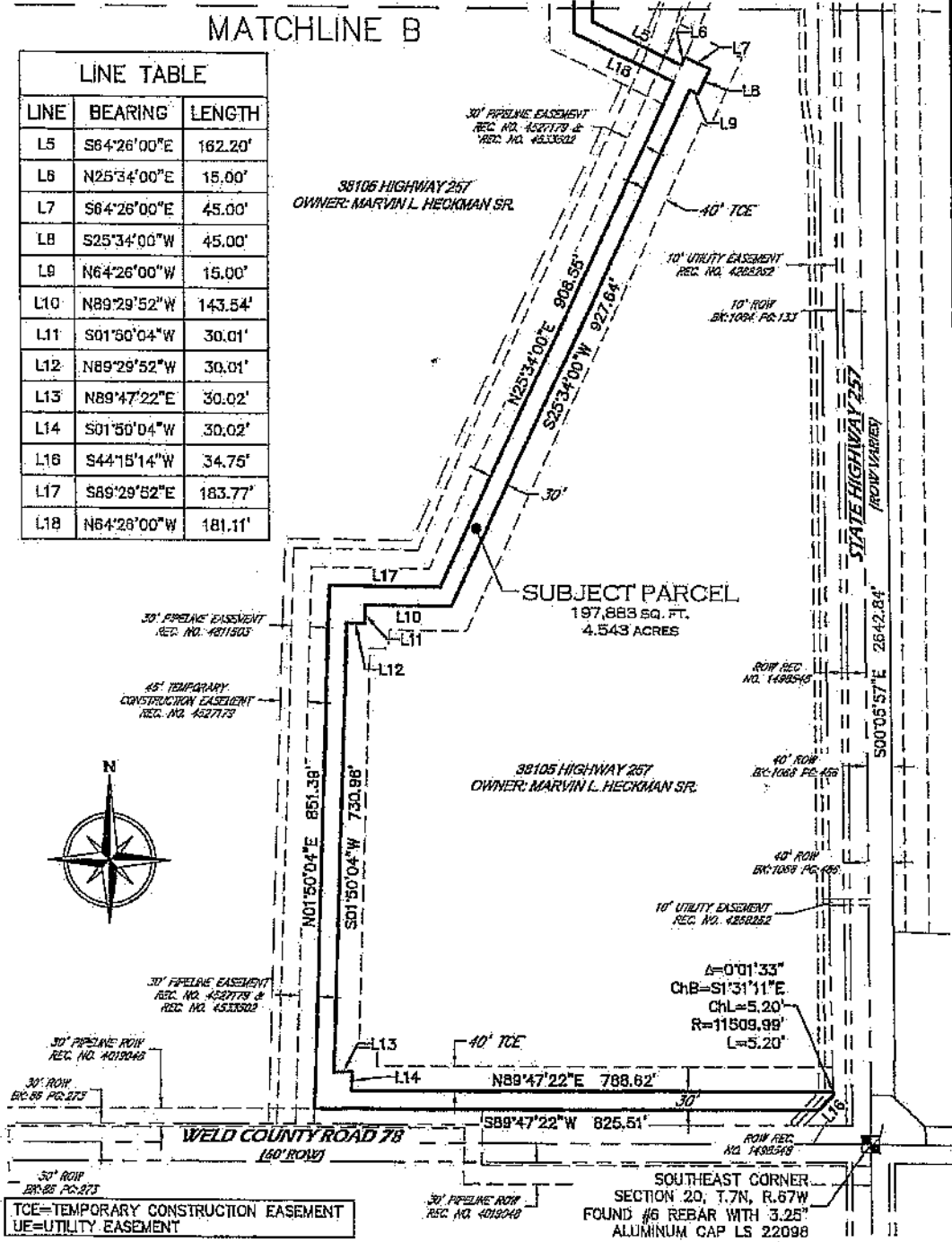


MAJESTIC SURVEYING

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-15-2023 SCALE: 1"=200'

MATCHLINE B

LINE TABLE		
LINE	BEARING	LENGTH
L5	S84°26'00"E	162.20'
L6	N25°34'00"E	15.00'
L7	S64°26'00"E	45.00'
L8	S25°34'00"W	45.00'
L9	N64°26'00"W	15.00'
L10	N89°29'52"W	143.54'
L11	S01°50'04"W	30.01'
L12	N89°29'52"W	30.01'
L13	N89°47'22"E	30.02'
L14	S01°50'04"W	30.02'
L16	S44°15'14"W	34.75'
L17	S89°29'52"E	183.77'
L18	N64°26'00"W	181.11'



TCE=TEMPORARY CONSTRUCTION EASEMENT
UE=UTILITY EASEMENT

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein. (CRS 13-80-105)



MAJESTIC SURVEYING

Matthew A. Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023030 CLIENT: DITESCO
DATE: 12-15-2023 SCALE: 1"=200'

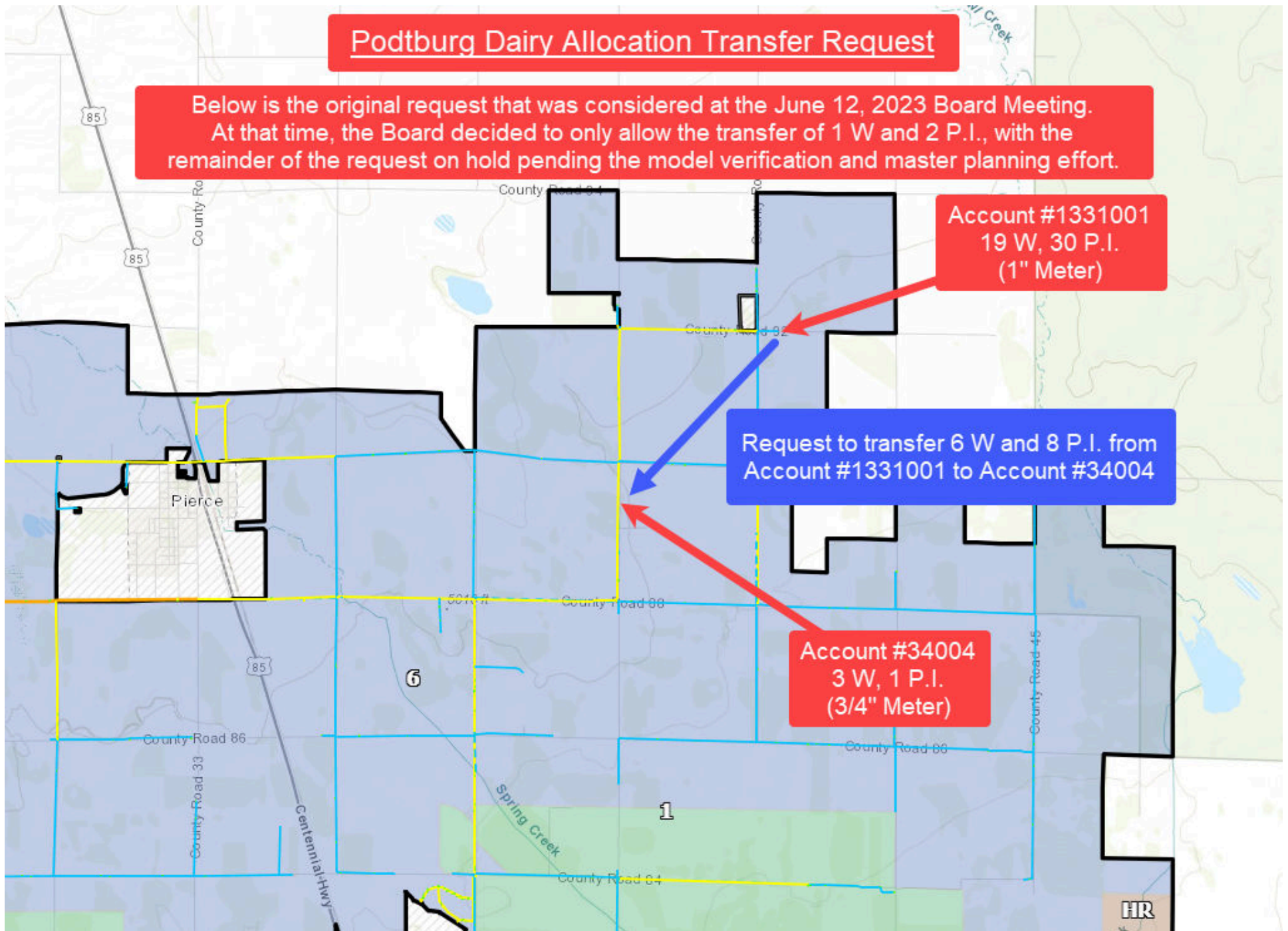
Podtburg Dairy Allocation Transfer Request

Below is the original request that was considered at the June 12, 2023 Board Meeting.
At that time, the Board decided to only allow the transfer of 1 W and 2 P.I., with the remainder of the request on hold pending the model verification and master planning effort.

Account #1331001
19 W, 30 P.I.
(1" Meter)

Request to transfer 6 W and 8 P.I. from
Account #1331001 to Account #34004

Account #34004
3 W, 1 P.I.
(3/4" Meter)



**AMENDED
WATER SERVICE AGREEMENT
(LONGS PEAK DAIRY)**

THIS AMENDED WATER SERVICE AGREEMENT (“**Agreement**”) is made and entered into by and between the North Weld County Water District, (“**District**”) acting by and through the North Weld County Water District Enterprise (“**District Enterprise**”) and Longs Peak Dairy, LLC, a Colorado limited liability company with a mailing address of 45490 County Road 39, Pierce, CO 80650 (“**Developer**”). The District and the Developer are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the District exists pursuant to and in accordance with the provisions of §§32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its residents, and users;

WHEREAS, pursuant to §32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District;

WHEREAS, the District owns, maintains, and operates a system for the storage and distribution of potable water within Weld and Larimer Counties, Colorado;

WHEREAS, the Developer is party to that certain Water Service Agreement dated September 30, 2020 (the “**Prior Agreement**”), serving the property comprised of seven parcels, which are more specifically described as follows (collectively, the “**Development**”):

PARCEL 1:

All of Section 23, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071123000005 for the South ½ and Weld County Parcel Number 071123000004 for the North ½

Address: None Assigned

PARCEL 2:

Lot B of Recorded Exemption No. 0711-24-03 RECX15-0026, recorded November 19, 2015, at Reception No. 4159270, in the records of the Weld County Clerk and Recorder, being a part of the South ½ of Section 24, Township 7 North,, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071124300002

PARCEL 3:

The Northwest ¼ of Section 24, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071124000011

Address: None Assigned

PARCEL 4:

Lot A of Recorded Exemption No. 0711-01-03 RECX18-0135, recorded February 13, 2019, at Reception No. 4466801, in the records of the Weld County Clerk and Recorder, being a part of the South ½ of Section 13, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071113400005

Address: None Assigned

PARCEL 5:

Lot B of Recorded Exemption No. 0711-01-03 RECX18-0135, recorded February 13, 2019, at Reception No. 4466801, in the records of the Weld County Clerk and Recorder, being a part of the South ½ of Section 13, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071113400006

Address: None Assigned

PARCEL 6:

The Southeast ¼ of Section 14, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071114000003

Address: None Assigned

PARCEL 7:

The North ½ of Section 13, Township 7 North, Range 64 West of the 6th P.M., County of Weld, State of Colorado.

Also known as Weld County Parcel Number 071113000013

Address: None Assigned

WHEREAS, pursuant to the Prior Agreement, the Developer previously dedicated certain water supplies and paid certain fees to the District associated with tap #5933 ("**Tap**");

WHEREAS, pursuant to approval from the District's Board of Directors, on April 11, 2022, the Developer transferred five (5) Water Allocations and five (5) Plant Investment Fees and assigned them to the Tap, as shown in **Exhibit A** ("**Assignment**");

WHEREAS, the Developer and District desire to amend the Prior Agreement and the Assignment to memorialize the transfer of an additional two (2) Plant Investment Fees and two (2) acre-feet of water from tap #1331001 to the Tap, and to memorialize a corresponding increase in the flow rate available to the Tap.

NOW, THEREFORE, in consideration of the premises and the covenants and agreement hereinafter set forth, it is agreed by and between the District and Developer as follows:

AGREEMENT

1. *Flow Rate*. Article 1, Section 1.1 of the Prior Agreement is amended and restated as follows: The Tap consists of one (1), flow-maintained, 1.5-inch (1 ½”) tap for delivery of a water at a rate of up to 50 gallons per minute. The District shall furnish a customary supply of water for the Tap. The District shall furnish 70% of an acre-foot (228,000 gallons) of water per full equivalent Tap per annual water year, if the allotment for the Colorado-Big Thompson (CBT) project water, which is determined by the Northern Colorado Water Conservancy District is 50% or greater. Whenever the CBT allotment is less than 50% for any annual water year, the District will reduce or restrict the delivery of the amount of water per equivalent Tap as deemed proper and necessary by the District to assure water supply.
2. *No Other Amendments*. Except as expressly provided herein, this Agreement does not modify the terms and conditions of either the Prior Agreement or of the Assignment, and each and both of the Prior Agreement and the Assignment continue to be in full force and effect.
3. *Defined Terms*. Any capitalized terms used but not specifically defined herein have the same meaning as set forth in either the Prior Agreement or the Assignment or both.
4. *No Waiver*. Nothing in this Agreement is intended to constitute either party’s waiver or acceptance of any instance of default that occurred or began prior to the date of this Agreement. The Parties reserve all rights and remedies as may be available under the terms of each and both of the Prior Agreement and Assignment.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below.

DEVELOPER:

By:
Title:
Longs Peak Dairy.

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, as _____, Longs Peak Dairy, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Schrepel Allocation Transfer Request

**Account # 3236003
(1.5 W, 14 PI)**

**Abandon Account # 3236003 and
transfer W and PI to Account # 3235003**

**Account # 3235003
(1 W, 11 PI)**

36" Ductile Iron
8" Ductile Iron

County Road 13

County Road 13





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

ABANDON METER REQUEST FORM

Account Number: 3236003

Premise Address: 3309 South County Line Road

Legal Description: BEG AT PT 1208 FT N OF SE COR 25-7-68, N 87 10' W 1807 FT, N 55 15' W 1044 FT, N 27 E 88 FT, N 60 10' E 210 FT, S 62 E 673 FT, N 26 E 511 FT, N 50 40' W 515 FT, N 16 E 279 FT, N 9 40' W 360 FT, N 59

Owner Name: Schrepel Inc.

I/We request that North Weld County Water District abandon the above referenced account and meter. The request to abandon the meter will be effective on the date listed below. I/We understand that abandoning the meter removes the physical meter and appurtenances and water service to the property through the above-mentioned meter is terminated.

In the event that water service is desired again at the above-mentioned property, the owner will be required to follow the District's steps for obtaining a new water meter and pay for the meter and allocations at the then current cost.

Water and Plant Investment units can be transferred upon board review and approval to an existing water tap in the district.

Transfer units: Water 1.5 Plant Investment 14

Receiving Account Number: 3235003

Premise Address: 3309 South County Line Road

Alternate water source for property if applicable: _____

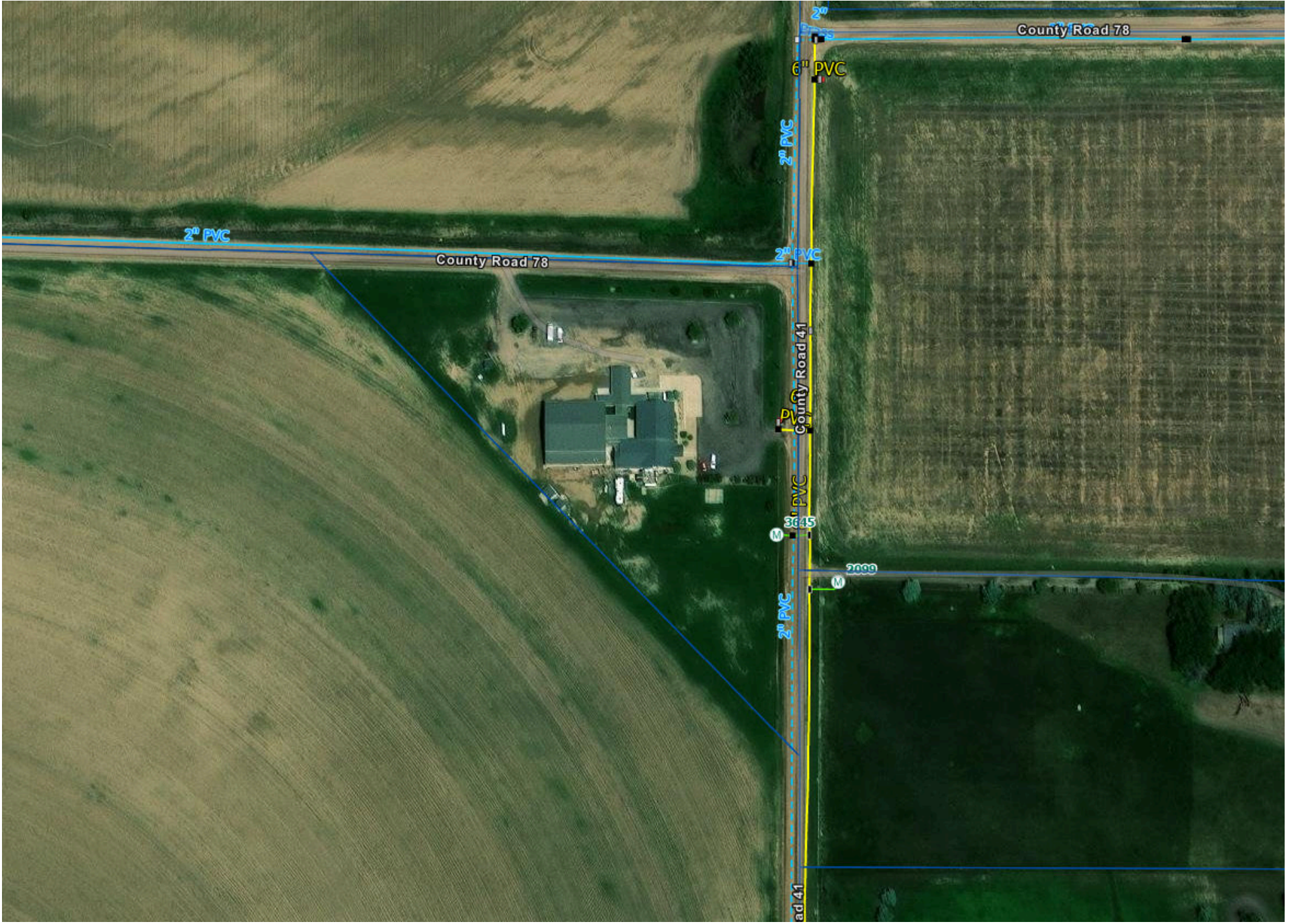
Agreed to by _____

Owner or Agent for Glenn C Schrepel

Date 3/27/24

Eric Reckentine
District Manager, North Weld County Water District

Date



County Road 78

6" PVC

2" PVC

2" PVC

County Road 78

2" PVC

County Road 41

6" PVC

3645

7099

2" PVC

ad 41

WTR-24001

RECEIVED
MAR 11 2024
BY: jpr, 8:00 am



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

PAID
Check # 7262

WATER TAP REQUEST FORM

Review Fee: \$40.00 per lot up to a maximum of \$800.00.

Commitment Letter Fee: \$100.00 per equivalent tap for all lots which an "intent to provide service" is denoted in a Commitment Letter (CL). For such CL, the District shall reserve capacity for the applied water service in the delivery system for a period of one year. By submitting this completed form to the District, along with payment of the applicable fees, the applicant agrees to have their tap request placed on a waiting list which will be posted on the District's website and updated weekly. Per the District's Second Amended Tap Sale Criteria Policy, twenty five (25) single lot/single meter tap requests will be reviewed per quarter, with an additional twenty five (25) requests becoming eligible for review every 3 months thereafter. Once the tap request is eligible for review, expect a minimum 8 – 10 weeks for CL review and processing.

Contact Information

Owner Name:	<u>Bethel Family Praise Cer</u>	Agent's Name:	<u>David Alvarez</u>
Owner Address:	<u>19950 CR 78</u>	Agent's Address:	<u>same</u>
Owner Phone:	<u>970-454-3910</u>	Agent's Phone:	<u>970-673-3899</u>
Owner Email:	<u>bethelfamilypcg@gmail.c</u>	Agent's Email:	<u>eatonpas@aol.com</u>

Property Location

Please Include a Sketch of the Area and Any Proposed Separation of the Parcel in Question.

Physical Address: 19950 CR 78
(If Known)

Distance from Nearest Intersection: _____
Include County Road Numbers. CR 78 & CR 41

Parcel No.: 070929000052 Half & Quarter: _____
Section: _____
Weld County: <https://www.co.weld.co.us/maps/propertyportal/> Township: _____
Larimer County: <http://maps1.larimer.org/gvh/?Viewer=LIL> Range: _____

What Is Your Intent for The Request?

Vacant Land	<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>
Family Farm Division	<input type="checkbox"/>	Minor Subdivision	<input type="checkbox"/>
Subdivision/PUD (Municipality)	<input type="checkbox"/>	Resubdivision	<input type="checkbox"/>
2nd Residence USR	<input type="checkbox"/>	Zoning Permit for a Second Single Family Dwelling	<input type="checkbox"/>
Well Replacement	<input type="checkbox"/>	Zoning Permit for Manufactured Home/Structures	<input type="checkbox"/>
		Other <u>fire sprinkler system</u>	<input checked="" type="checkbox"/>

of Taps Requested 1

Are Fire Flows Required? Yes No

David Alvarez for Bethel Family Praise Center

Printed Name of Person Requesting Tap - If Agent, Note Client Name & Agent Name Separately

David Alvarez
Signature

03/11/2024
Date

How would you like the Commitment Letter returned to you? Mail Pick-Up in Person Email



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

WATER CONSUMPTION SURVEY

To aid in the determination of water consumption for the water service you requested, it is of considerable importance to know as much as possible about how the water will be consumed. Please answer all questions as accurately as possible. If you have questions please call (970) 356-3020.

Contact Information

Owner Name: <u>Bethel Family Praise Cer</u>	Agent's Name: <u>David Alvarez</u>
Owner Address: <u>19950 CR 78</u>	Agent's Address: <u>Same</u>
<u>Eaton, CO 8015</u>	
Owner Phone: <u>970-454-3910</u>	Agent's Phone: <u>970-673-3899</u>
Owner Email: <u>bethelfamilypcg@gmail.c</u>	Agent's Email: <u>eatonpas@aol.com</u>

Which best describes your water service needs:

- Residential Only
No. of Family Members: _____
- Industrial / Commercial
Usage Hours: Church ≈ 250 people
- No. of Employees: _____
- Livestock Operation

How do you plan on irrigating your lawn?

- North Weld County Water District
- Water from Irrigation Ditch
- Water from Well
- Other (Specify) fire sprinkler system

No. of Livestock:

_____ Cattle	_____ Hogs
_____ Horses	_____ Chickens
_____ Sheep	_____ Other (Specify) _____
_____ Dairy Cows	

What is the present source of water for your livestock? NA

Would you anticipate using the proposed water tap for watering livestock? Yes No

If you are unable to complete the above, please complete one or more of the below:

Please base your design for our tap on a maximum usage of:

200 _____ Gallons per minute

_____ Gallons per day

_____ Gallons per month

David Alvarez for Bethel Family Praise Center

Printed Name of Person Requesting Tap - If Agent, Note Client Name & Agent Name Separately

	<u>03/11/24</u>
Signature	Date

How would you like the Commitment Letter returned to you? Mail Pick-Up in Person Email

March 7, 2024

North Weld County Water District
P. O. Box 56
32825 County Road 39
Lucerne, Colorado 80646

North Weld County Water District:

I, Lynn Ottoson, hereby request the Board to approve the transfer of my grandfathered one acre foot of water listed under number 228 from my property located at 17348 County Road 70, Eaton, Colorado, where it currently exists, to another parcel I own at 16645 County Road 70, Greeley, Colorado, to the water tap I already have on that property. I am requesting this transfer of my grandfathered one acre foot of water to my other property so I can build a home on the new property for a family member so they can assist with the care of my wife. If the Board does not approve this request, then please provide me with a written explanation of why it cannot be transferred. If it is approved, then please provide me with a list of fees and costs that I will be required to pay for the transfer. If I need to appear before the Board to complete this transfer, then please indicate when and where I need to appear. Thank you for your prompt response to this request.

Respectfully yours,

A handwritten signature in blue ink that reads "Lynn Ottoson". The signature is written in a cursive style with a large, sweeping initial "L".

Lynn Ottoson

Town Fact Sheet
 Comparison Matrix - Version

Initial Language	Suggested Revisions 1	Suggested Revisions 2
	<p><i>If you live within the limits of the Town of Severance, your water is part of a larger system in North Weld County. At North Weld County Water District (NWCWD) we deliver exceptional quality water to residents, businesses and local municipalities.</i></p>	<p><i>If you live within the limits of the Town of Severance, your water is part of a larger system in North Weld County. At North Weld County Water District (NWCWD) we deliver exceptional quality water to residents, businesses and local municipalities.</i></p>
<p><i>The Town of Severance purchases treated water wholesale from NWCWD under a water service agreement between Severance and NWCWD. The water service agreement specifies the amount of water NWCWD will treat and provide back to Severance. But that's only part of the story. The process looks like this:</i></p>	<p><i>The Town of Severance purchases treated water wholesale from NWCWD under a water service agreement between Severance and NWCWD. The water service agreement specifies the amount of water NWCWD will treat and provide back to Severance. But that's only part of the story. The process looks like this:</i></p>	<p><i>The Town of Severance purchases treated water wholesale from NWCWD under a water service agreement between Severance and NWCWD. The water service agreement specifies the amount of water NWCWD will treat and provide back to Severance. But that's only part of the story. The process looks like this:</i></p>
<p>1. Severance provides untreated water to NWCWD for treatment at NWCWD's Solider Canyon Treatment Plant, a joint operation with East Larimer County Water District and Ft. Collins-Loveland Water District.</p>	<p>1. Severance provides untreated water to NWCWD for treatment at NWCWD's Solider Canyon Treatment Plant, a joint operation with East Larimer County Water District and Ft. Collins-Loveland Water District.</p>	<p>1. Severance provides untreated water to NWCWD for treatment at NWCWD's Solider Canyon Treatment Plant, a joint operation with East Larimer County Water District and Ft. Collins-Loveland Water District.</p>
<p>2. NWCWD supplies treated water back to Severance through two master meters and collects wholesale rates from Severance. Once treated water passes through the master meters Severance manages water distribution and sets customer rates within its service area.</p>	<p>2. NWCWD supplies treated water to Severance through two master meters and collects wholesale rates. Once treated water passes through the master meters, Severance manages water distribution service, rates, and billing within its service area.</p>	<p>2. NWCWD supplies treated water to Severance through two master meters and collects wholesale rates. Once treated water passes through the master meters, Severance manages water distribution service, rates, and billing within its service area.</p>
<p>3. Severance decides its water use and development whether commercial or residential not NWCWD. Severance must manage water use and development within the capacity limits of the water service agreement with NWCWD. NWCWD does not sell treated water directly to developers or homeowners within Severance.</p>	<p>3. Severance decides its water use and development, whether commercial or residential, not NWCWD. Severance must manage water use and development within the capacity limits of the water service agreement with NWCWD. NWCWD does not sell treated water directly to developers or homeowners within the Severance service area.</p>	<p>3. Severance decides its water use and development, whether commercial or residential, not NWCWD. Severance must manage water use and development within the capacity limits of the water service agreement with NWCWD. NWCWD does not sell treated water directly to developers or homeowners within the Severance service area.</p>
<p>4. Severance must not exceed its agreed upon capacity without renegotiation and execution of a new water service agreement. Under current agreements, NWCWD has no obligation to increase the amount of water it treats and sells to Severance.</p>	<p>4. Severance must not exceed its agreed upon capacity without renegotiation and execution of a new water service agreement. Under the current water service agreement, NWCWD has no obligation to increase the amount of water it treats and sells to Severance.</p>	<p>4. Severance must not exceed its agreed upon capacity without renegotiation and execution of a new water service agreement. Under the current water service agreement, NWCWD has no obligation to increase the amount of water it treats and sells to Severance.</p>
<p>5. NWCWD has allowed Severance water usage to increase 41% over the last 10 years, over double any other town NWCWD serves.</p>	<p>5. Over the past 10 years, NWCWD has increased wholesale water usage to Severance by over 40%, enabling growth. This capacity increase is over double any other town served by the NWCWD.</p>	<p>5. Over the past 10 years, wholesale water usage in Severance has increased by over 40%, NWCWD has provided this additional capacity through plant investment sales, enabling growth. This capacity increase is over double any other town served by the NWCWD.</p>
<p>6. Severance has been asked by NWCWD to participate in a regional master planning effort to determine potential future capacity sales.</p>	<p>6. Severance has been asked by NWCWD to participate in a regional master planning effort to determine potential future capacity needs and sales.</p>	<p>6. Severance has been asked by NWCWD to participate in a regional master planning effort to determine potential future capacity needs and sales.</p>
<p><i>How do NWCWD Rates Impact Severance Water Customers? NWCWD had no significant rate increase for approximately 10 years prior to 2017. Starting in 2017, population growth, inflation rates, supply chain and material costs issues resulted in small rate increases every year. When NWCWD raises rates, it gives that information to customers, including Severance, holds public meetings, and works with Severance officials to communicate the changes. Severance then determines how it wants to determine rate increases for its customers.</i></p>	<p><i>How do NWCWD Rates Impact Severance Water Customers? NWCWD had no significant rate increase for approximately 10 years prior to 2017. Starting in 2017, population growth, inflation rates, supply chain and material costs issues resulted in small rate increases every year. When NWCWD raises rates, it gives that information to NWCWD customers, including Severance, holds public meetings, and works with Severance officials to communicate the changes. Severance then determines rate increases for its customers.</i></p>	<p><i>How do NWCWD Rates Impact Severance Water Customers? NWCWD had no significant rate increase for approximately 10 years prior to 2017. Starting in 2017, population growth, inflation rates, supply chain and material costs issues resulted in small rate increases every year. When NWCWD raises rates, it gives that information to NWCWD customers, including Severance, holds public meetings, and works with Severance officials to communicate the changes. Severance then determines rate increases for its customers.</i></p>
<p>IMPORTANT FACTS</p>	<p>IMPORTANT FACTS</p>	<p>IMPORTANT FACTS</p>
<ul style="list-style-type: none"> NWCWD shared a draft Cost of Service Study with Severance and discussed the proposed rate structure at several meetings but hasn't applied the suggested rates, which might not happen for years. 	<ul style="list-style-type: none"> NWCWD shared a draft Cost of Service Study with Severance leadership teams and discussed the proposed rate structure at several meetings since 2019. The Cost of Service rate structure has not been applied and this change might not happen for years. 	<ul style="list-style-type: none"> NWCWD shared a draft Cost of Service Study with Severance leadership teams and discussed the proposed rate structure at several meetings since 2019. The Cost of Service rate structure has not been applied and this change might not happen for years.
<ul style="list-style-type: none"> NWCWD raised all customer class rates by 7% in 2024, qualified Towns receive a 25% discount on these rates reducing the rate increase to 5% 	<ul style="list-style-type: none"> NWCWD raised all customer class rates by 7% in 2024. Qualified Towns receive a 25% discount on these rates reducing the rate increase to 5% by meeting storage requirements in the water service agreement. 	<ul style="list-style-type: none"> NWCWD raised all customer class rates by 7% in 2024. Qualified Towns receive a 25% discount on these rates reducing the rate increase to 5% by meeting treated water storage requirements in the water service agreement. Severance did not meet the storage requirement in 2023 and 2024
<ul style="list-style-type: none"> Severance lost its 25% discount in 2023 and 2024 for not meeting storage requirements in the water service agreement. 	<ul style="list-style-type: none"> Severance manages its service area and sets the water rates; the proposed rates discussed in the Cost-of-Service Study have not been implemented by NWCWD. 	<p>NWCWD understands Severance raised water rates 30%, please keep in mind the following:</p>
<ul style="list-style-type: none"> If Severance raised rates prematurely, it wasn't due to NWCWD's increase; a 30% hike by Severance isn't tied to NWCWD's actions. 	<ul style="list-style-type: none"> Infrastructure is costly for NWCWD and Severance, infrastructure plans or impact fees can be reviewed to help explain rates and fees. 	<ul style="list-style-type: none"> Severance manages its service area and sets the water rates; the proposed rates discussed in the Cost-of-Service Study have not been implemented by NWCWD.
<ul style="list-style-type: none"> Severance's future infrastructure plans or impact fees need to be reviewed to explain the rate hikes. 		<ul style="list-style-type: none"> Infrastructure is costly, infrastructure plans or impact fees can be reviewed to help explain rates and fees for your service area .

RESOLUTION NO. 2020408-01

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
NORTH WELD COUNTY WATER DISTRICT**

**ADOPTING AN AMENDED RESIDENTIAL METER OVERUSE SURCHARGE
POLICY**

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, in order to preserve the health, safety, and welfare of the District’s water distribution system and water resources, the District has undertaken measures to reduce demand on the District’s water system including the implementation of water surcharges for exceeding water allocations; and

WHEREAS, the Board previously adopted Resolution No. 20230410-01 Adopting a Residential Meter Overuse Surcharge Policy which adopted the Residential Meter Overuse Surcharge Policy (the “Policy”); and

WHEREAS, the District expressly reserved the right to amend the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects and affairs of the District; and

WHEREAS, the Board desires to amend the Policy in order to clarify the classification of a residential water tap; and

WHEREAS, the Board finds that the adoption of this Amended Residential Meter Overuse Surcharge Policy to be in the best interest of the public health, safety, and welfare within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Adoption. The Board hereby adopts the Amended Residential Meter Overuse Surcharge Policy (the “Policy”), attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the policy set forth herein.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Conflict. If any part of the Regulation is in conflict or inconsistent with any other District policy, procedure, or practice currently in effect, this Regulation shall trump such other District policy, procedure or practice.

5. Severability. If any term or provision of the Regulation is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Regulation as a whole but shall be severed from the Regulation, leaving the remaining terms or provisions in full force and effect.

6. Effective Date. This Regulation shall be effective immediately and shall remain in full force and effect until such time as such policy is repealed by the Board.

[Remainder of the page intentionally left blank. Signature page follows.]

ADOPTED THIS 8th DAY OF APRIL, 2024.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Adopting an Amended Residential Meter Overuse Surcharge Policy

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

AMENDED RESIDENTIAL METER OVERUSE SURCHARGE POLICY

- 1. Residential Meter Overuse Surcharge Policy:** The District hereby establishes that in order to reduce demand on the District's water distribution system and to deter water overuse by residential customers, any customer with a residential water tap that exceeds their water usage allotment amount by three (3) acre-feet shall be required to pay an enhanced surcharge in the amount of \$22.00 per thousand gallons, or as otherwise may be set forth on the District's Fee Schedule, as may be amended from time to time. In general, a residential water tap is classified as a water tap with an allocation of less than four (4) allocations of water.
- 2. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

Proposed North Weld Policy on System-wide WSSC Shares

Issue

North Weld is likely to restart accepting the dedication of Water Supply and Storage Company (WSSC) shares in 2024. Based on recent experience in North Weld's pending WSSC Case No. 21CW3199, there is a question whether North Weld should accept "system-wide" shares in future dedications.

Background

During the pending Case No. 21CW3199, a dispute arose between the Division of Water Resources (DWR) and North Weld regarding North Weld's reliance on certain findings of fact and conclusions of law from prior Water Court decrees approving changes of WSSC water rights and the Colorado Supreme Court's opinion in *City of Thornton v. Bijou Irrigation Company*, 926 P.2d 1 (Colo. 1996).

In Case No. 21CW3199, North Weld seeks to change the use of 5.0 WSSC shares to municipal uses. Of the 5.0 shares in the case, only one-half (0.5) of a share is referred to as a "system-wide" share because its historic use was not tied to a specific irrigated parcel (but rather was used on more than one irrigated parcel under the WSSC system). Because its use was not tied to a specific irrigated parcel, dry-up of the historically irrigated parcel was not and cannot be obtained.

For context, North Weld owns 17.5 WSSC shares and only this 0.5 share is considered a system-wide share. North Weld is currently diverting the yield of the 0.5 systemwide share for municipal use with a substitute water supply plan (SWSP) until the final decree is completed.

The DWR initially disputed North Weld's assertion (which was based on seven previous water court decrees and an analysis that North Weld's engineering consultant provided to confirm that the WSSC system is still water short) that the WSSC system is water short, and also initially disputed the prevailing legal conclusion (based on the same seven previous decrees) that dry-up associated with the 0.5 system-wide share is not necessary. Among other issues raised, DWR asserted that the irrigation practices under the WSSC system have changed substantially since Thornton's first change of use application and the 1996 Supreme Court decision affirming it, that the "water short" determination may no longer be valid, and that unless there is dry-up identified for the 0.5 "system-wide" share, then there could be an expansion of use from unchanged shares under the WSSC system irrigating additional lands, which would injure other water rights.

The Supreme Court concluded as a matter of fact and law in the first Thornton case, after hearing testimony and taking evidence on the matter, that "complete dry-up of all land on which the water has been used is not always necessary to prevent injury, and is therefore not a legal requirement." See ¶ 43 of the Thornton Decree; *Thornton v. Bijou*, 926 P.2d at 89.

To resolve the pending Case No. 21CW3199, North Weld’s engineering consultant documented that over 3,000 acres under the WSSC system that had been irrigated in 1956, and are currently not owned by water providers who have previously changed WSSC shares, were no longer irrigated as of 2020.

For additional context, there are 600 total shares in the WSSC system, of which 416.763 shares have either been changed to municipal use or included in pending water court cases. Of the 416.763 changed or pending shares, only 64.917 shares are considered system-wide without dry-up covenants. An additional 23.917 shares that are considered system-wide have dry-up covenants. It is not known how many of the remaining unchanged shares are considered “system-wide” shares.

It is unknown how many system-wide shares may be offered to North Weld for dedication in the future.

Case No. 21CW3199 and Future Applications by North Weld

During settlement discussions with the DWR in the pending case, three possible options for a future change of system-wide shares to address the question of dry-up were identified.

North Weld may seek to quantify the historical consumptive use of said shares as systemwide shares, in which case North Weld may (1) secure sufficient dry-up of acres under the WSSC system either through a written dry-up covenant or showing that the land where the systemwide shares were historically used have been developed and no longer irrigable; or (2) North Weld may perform a similar analysis to that described in paragraph 2.3.2, comparing available CDSS irrigated acreage data to the number of then converted changed shares, to demonstrate there has not been an expansion caused by not designating dry-up for systemwide shares; or (3) North Weld may present any other evidence to show that there will not be an expansion of use of the WSSC water rights due to its change of systemwide shares.

Although two potential alternatives to requiring dry-up in all situations were discussed, North Weld’s experience in the pending case indicates that at this time, there is significant risk associated with any alternative that does not include dry-up.

Recommendation

At this time, North Weld’s legal counsel, outside engineering consulting, and Water Resources staff recommend that North Weld only accept WSSC shares for dedication with dry-up from either documentable, parcel-specific urbanization or a dry-up covenant recorded against the historically irrigated acreage and recommend that North Weld does not accept system-wide shares without such dry-up.

RESOLUTION NO. 20240408-02

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
NORTH WELD COUNTY WATER
DISTRICT**

**AMENDING AMENDED AND RESTATED WATER DEDICATION POLICY
(re: CAPITOL STOCK OF THE WATER SUPPLY & STORAGE COMPANY)**

WHEREAS, the North Weld County Water District (the “District”) was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the “Special District Act”), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, in order to preserve the health, safety, and welfare of the District’s water distribution system and water resources, the District has undertaken measures to reduce demand on the District’s water system including the implementation of water surcharges for exceeding water allocations; and

WHEREAS, on July 13, 2020, the Board adopted Resolution No. 20200713-01, A Resolution Adopting an Amended and Restated Water Dedication Policy (“Resolution”), which adopted the North Weld County Water District Amended and Restated Water Dedication Policy (“Policy”); and

WHEREAS, under the Resolution the District expressly reserved the right to amend the Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects and affairs of the District; and

WHEREAS, in Case Nos. 03CW421 and 17CW3057, the District adjudicated two water court applications in which it changed the use of a total of 12.5 shares of capitol stock in the Water Supply & Storage Company (“WSSC”) to be used for municipal use; and

WHEREAS, in pending Case No. 21CW3199, the District seeks to change the use of 5.0 additional WSSC shares to be used for municipal use, one-half of a share which is

considered as a “systemwide share” because its historic place of use was not tied to a specific irrigated parcel (but rather was used on more than one irrigated parcel under the WSSC system); and

WHEREAS, in Case No. 21CW3199, a dispute arose related to whether the 0.5 systemwide share can be changed for such municipal use; and

WHEREAS, despite the fact that the dispute in Case No. 21CW3199 has been resolved, there is an ongoing risk to the District of acquiring or accepting systemwide WSSC shares as they may not serve their purpose of increasing the firm yield of the District’s potable water supply; and

WHEREAS, the Board of Directors of the District (“Board”) has determined that it is necessary and in the best interest of the District to amend the Policy to address the potential future acquisition or dedication of WSSC shares.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Pursuant to the findings set forth above, the Board hereby amends the Policy so that from this date forward, the District may only accept WSSC shares for dedication with dry-up from either documentable, parcel-specific urbanization or a dry-up covenant recorded against the historically irrigated acreage and shall not accept systemwide shares without such dry-up, unless and until the Board is presented with facts supporting the termination of this amendment and acts through a future Resolution to terminate the same.

2. This amendment relates specifically to Section II.A., of the existing Policy, which shall be henceforth construed to nullify the acceptance of systemwide WSSC shares for dedication unless the conditions set forth in Paragraph 1, above, are met.

3. The entire Policy, as amended by this Resolution, is attached hereto and incorporated herein as **Exhibit A**.

4. This Resolution and the amendment to the Policy shall be effective immediately. Except as specifically amended hereby, all the terms and provisions of the Policy shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

ADOPTED THIS 8th DAY OF APRIL, 2024.

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

President

ATTEST:

Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Amending Amended and Restated Water Dedication Policy

EXHIBIT A
NORTH WELD COUNTY WATER DISTRICT
FIRST AMENDMENT TO AMENDED AND RESTATED WATER DEDICATION
POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be

charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash- in-lieu payment to the District in lieu of making a raw water dedication, which cash- in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one- hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.