

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

**NORTH WELD COUNTY WATER DISTRICT**

**Notice of Meeting**

**Monday, October 11, 2022, 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 October 10, 2022, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Mr. Ronald Buxman Recognition of Service to the District**
- 6. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (Enclosures)**
  - a. Minutes from September 12, 2022, Regular Meeting**
  - b. Approve Unaudited Financials for September 2022**
  - c. Approve Invoices through October 10, 2022**
  - d. Garney Companies Inc. Preconstruction and CMAR Service Agreement for NEWT III**
  - e. Tri-Hydro Consulting Scope of Services**
  - f. Element Consulting Amendment #2 to Task Order #1**
  - g. Colorado State University Research Foundation 2022 Carry Over Storage Rental**
  - h. Boxelder Agreement**
  - i. Waive Valuations Woods Lake Pipeline Relocation**
    - i. Basiliere**
    - ii. Nelson**
- 7. Action: Conduct Public Hearing on Resolution No. 20221011-01: Resolution Opting Out-of-FAMILI Paid Medical Leave Insurance**
  - a. Consider Adoption of Resolution No. 20221011-01: Resolution Opting Out-of-FAMILI Paid Medical Leave Insurance (Enclosure)**

8. **Action: Consider Adoption of Resolution No. 20221011-02: Resolution In Support of Ballot Issue 7A (Enclosure)**
9. **Discussion: Appointment of Director to Fill Vacancy**
10. **Discussion: Draft North Weld County Water District 2023 Budget (Enclosure)**
11. **Discussion: Commercial Sector Demand Analysis (Enclosure Privileged and Confidential)**
12. **Action: Consider Approval of Water Rights and Gravel Pit Reservoir Storage Aquations (Enclosure Privileged and Confidential)**
  - a. **Acquisition of 92 Units C-BT**
  - b. **Acquisition of 100 Units C-BT**
  - c. **Extension of Knox Pit Diligence Period**
13. **Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to water rights acquisition, gravel pit storage inspection period extension, and commercial sector usage and demand, and appointment of directors to fill vacancies.**
14. **District Manager's Report:**
  - a. **SCWTP Expansion Study Update – Authority Project**
  - b. **Tap Sales**
15. **Other Business**
  - a. **Election of Officers**

**ADJOURN\_\_\_\_\_ P.M.**

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

Held: Monday, the 12<sup>th</sup> day of September, 2022, 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  
Scott Cockroft, Secretary  
Matthew Pettinger, Assistant Secretary  
Brad Cook, Assistant Secretary

Ron Buxman was absent and excused.

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Garrett Mick, North Weld County Water District; Scott Holwick, Lyons Gaddis, special counsel; Kyle Whitaker, Northern Water Conservancy District; members of the public.

**ADMINISTRATIVE MATTERS**

Call to Order

The meeting was called to order at 8:35 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

Approval of Agenda Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the agenda.

**PUBLIC COMMENT** None

**CONSENT AGENDA MATTERS** Mr. Reckentine presented the Board with the consent agenda items.

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

- a. Minutes from August 8, 2022, Regular Meeting
- b. Minutes from August 29, 2022, Special Meeting
- c. Approve Unaudited Financials for July 2022 and August 2022
- d. Approve Invoices through September 12, 2022
- e. Anderson Easement – Eaton Pipeline
- f. Ditesco Service Agreement – CMAR Management NEWT III
- g. Stantec Regional Master Plan Scope and Fees
- h. BPCCC Variance Request - Mrs. Isbell
- i. Western Plains Aviation Meter Abandon Premise 1803
- j. Crossing Agreement New Cache La Poudre Irrigation Co.

Presentation: Colorado River Presentation from Northern Colorado Water Conservancy District Mr. Kyle Whitaker from the Northern Water Conservancy District presented to the Board regarding the health of the Colorado River. Mr. Whitaker discussed issues surrounding water compact states and impacts of the compact states on the Colorado River. No action was taken.

Consider Approval Purchase and Sale Agreement for Recharge Site Longs Peak Dairy LLC Mr. Reckentine presented to the Board a purchase and sale agreement for the Longs Peak Dairy Recharge Site. Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the purchase and sale agreement.

Consider Acquisition of 31 Units C-BT Mr. Reckentine presented to the Board a proposal to purchase 31 units of C-BT from Foss Dairy.

Letter of Intent to Purchase 2 ¼ Shares of Water Supply and Storage Company Mr. Reckentine presented to the Board a letter of intent to acquire 2 ¼ Shares of Water Storage and Supply Company (WSSC).

Review Bids for Contractor Selection for Capital Improvement Projects

Mr. Reckentine presented the bids for the Eaton Pipeline, Phase 2 construction project and the County Road 74/33 construction project.

a. Consider Approval of Bid and Award of Construction Agreement for Eaton Pipeline Project Phase 2 Bid

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board approved awarding the contract to Connell Resources. Director Cook abstained.

b. Consider Approval of Bid and Award of Construction Agreement for County Road 74/33 Project Bid

Upon a motion my Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved awarding the contract to American West.

**WATER TAP SALE MATTERS**

Update Regarding Water Taps

Mr. Reckentine noted that to date 150 taps have been sold year-to-date, and tap sales are slowing down.

**EXECUTIVE SESSION**

Executive Session pursuant to § 24-6-402(4)(e), C.R.S. related to:

Upon motion of Mr. Cockroft, seconded by Mr. Pettinger, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session for the purpose of determining positions relative to matters that are subject to negotiation water acquisitions to §§ 24-6-402(4)(e), C.R.S.

Water Acquisition Matters

Pursuant to § 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during execution session.

Following discussion, the Board reconvened in regular session.

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board unanimously approved the purchase of 31 units of C-BT from Foss Dairy and authorized Mr. Reckentine to finalize the agreement.

Upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board authorized Mr. Reckentine to negotiate a purchase of 2 ¼ Shares of WSSC for a not to exceed amount of up to \$3,000,000 per share.

**DISTRICT MANAGER'S  
REPORT**

- Mill Levy Status Update            Mr. Reckentine the Slate Consulting is working on PR materials that can be provided to voters. Mr. White reported to the Board regarding the type of materials and information the Board can present.
- Bond Sale Update                    Mr. Reckentine reported on the successful bond sale closing in August.
- Tank 7 Site Purchased              Mr. Reckentine reported to the Board regarding finalizing the acquisition of the Tank 7 site.
- Tank 1 B Update                      Mr. Reckentine reported to the Board that divers will be installing a new seal in the tank to stop the leak.
- City of Fort Collins 1041 Update    Mr. Reckentine reported to the Board that staff and consultants have submitted comments to the City regarding the proposed regulations, and is planning to meeting with City staff in October to discuss the same.

**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

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Secretary for the District

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet  
September 30, 2022

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	6,284,400.12
1015 - COLO TRUST - GENERAL		27,894,215.95
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,158,728.38
1020 - COLO TRUST - 2022 BOND		38,063,841.35
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)		3,027,885.35
1105 - AR CONSTRUCTION METERS		51,097.69
1116 - ACCOUNTS RECEIVABLE		11,302.86
1230 - PREPAID INSURANCE		27,505.99
1300 - INVENTORY		1,777,363.16

Total Current Assets 79,562,104.10

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,450,483.51
1405 - WATER RIGHTS OWNED		86,180,451.44
1407 - WATER STORAGE		5,726,726.97
1415 - MACHINERY & EQUIPMENT		2,204,383.04
1416 - DEPREC - MACH & EQUIP		(1,645,643.61)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		70,160,785.21
1426 - DEPREC - PIPELINES		(23,726,280.62)
1430 - STORAGE TANKS		2,367,776.75
1431 - DEPREC - STORAGE TANKS		(1,470,427.76)
1432 - MASTER METERS		684,914.94
1433 - DEPREC MASTER METERS		(27,157.18)
1435 - PUMP STATIONS		5,636,955.14
1436 - DEPREC - PUMP STATIONS		(2,411,788.84)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,111.00)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,644,152.98
1446 - DEPREC - BUILDING		(485,334.42)
1454 - CONSTRUCT IN PROGRESS		2,836,180.16

Total Property and Equipment 150,709,109.51

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		5,098.00
1466 - Bond Cst of Issue '19		206,078.00

Total Other Assets 23,060,786.70

Total Assets \$ 253,332,000.31

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	1,340.00
2216 - CONST MTR DEPOSITS		111,200.00

Unaudited - For Management Purposes Only



NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

September 30, 2022

2230 - ACCRUED WAGES	61,575.66	
2231 - ACCRUED COMP ABSENCES	130,587.76	
2232 - ACCRUED INTEREST	129,262.50	
	<u>                    </u>	
Total Current Liabilities		433,965.92
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	851,447.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	73,293.00	
2229 - PREMIUM ON 2009A LOAN	66,472.00	
	<u>                    </u>	
Total Long-Term Liabilities		<u>23,696,212.00</u>
Total Liabilities		24,130,177.92
Capital		
2800 - RETAINED EARNINGS	174,683,499.39	
Net Income	54,518,323.00	
	<u>                    </u>	
Total Capital		<u>229,201,822.39</u>
Total Liabilities & Capital		<u>\$ 253,332,000.31</u>

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>REVENUES</b>					
3110 - METERED SALES	\$ 1,381,246.66	\$ 10,095,510.58	\$ 11,484,447.00	1,388,936.42	87.91
3111 - WATER ALLOC SURCHARGE	896,874.00	4,244,966.00	2,625,016.00	(1,619,950.00)	161.71
3112 - PLANT INVEST SURCHARGE	556,649.80	3,064,903.15	2,132,826.00	(932,077.15)	143.70
3113 - ADJUSTMENTS	(2,389.06)	(15,436.32)	(20,000.00)	(4,563.68)	77.18
3140 - CONST METER USAGE	33,493.00	212,161.72	205,000.00	(7,161.72)	103.49
3141 - CONSTR METER RENTAL	1,215.00	8,945.00	5,500.00	(3,445.00)	162.64
3142 - CONSTRUCT METER REPAIR	419.13	11,006.20	550.00	(10,456.20)	2,001.13
	<b>2,867,508.53</b>	<b>17,622,056.33</b>	<b>16,433,339.00</b>	<b>(1,188,717.33)</b>	<b>107.23</b>
<b>OPERATING</b>					
3210 INTEREST-COTRUST-GENERAL	110,797.93	216,196.60	130,384.00	(85,812.60)	165.82
3220 - PORT PARTONAGE AGFINITY	0.00	393.59	812.00	418.41	48.47
	<b>110,797.93</b>	<b>216,590.19</b>	<b>131,196.00</b>	<b>(85,394.19)</b>	<b>165.09</b>
<b>NON OPERATING</b>					
3310 - TAP (PI) FEES	547,150.00	3,383,350.00	1,000,000.00	(2,383,350.00)	338.34
3311 - DISTANCE FEES	65,100.00	397,725.00	173,189.00	(224,536.00)	229.65
3312 - WATER (ALLOCATION) FEE	31,250.00	2,179,750.00	300,000.00	(1,879,750.00)	726.58
3314 - INSTALLATION FEES	59,200.00	786,257.45	324,730.00	(461,527.45)	242.13
3315 - METER RELOCATION FEE	0.00	0.00	1,624.00	1,624.00	0.00
3316 - LINE EXTENSION FEE	750.00	(56,041.85)	150,000.00	206,041.85	(37.36)
3320 - NON-POTABLE TAP FEE	0.00	107,000.00	48,709.00	(58,291.00)	219.67
3321 - NON-POTABLE INSTALL	2,478.00	62,405.00	21,649.00	(40,756.00)	288.26
3330 - COMMITMENT LETTER FEE	0.00	0.00	796.00	796.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,706.00	2,706.00	0.00
3332 - REVIEW DEPOSIT	0.00	(4,250.00)	0.00	4,250.00	0.00
3340 - INSPECTION FEE	0.00	0.00	134,389.00	134,389.00	0.00
	<b>705,928.00</b>	<b>6,856,195.60</b>	<b>2,157,792.00</b>	<b>(4,698,403.60)</b>	<b>317.74</b>
<b>NEW SERVICE</b>					
3410 - WATER RENTAL	0.00	36,144.00	17,850.00	(18,294.00)	202.49
3415 - WSSC RETURN FLOW RENTAL	0.00	1,574.00	0.00	(1,574.00)	0.00
	<b>0.00</b>	<b>37,718.00</b>	<b>17,850.00</b>	<b>(19,868.00)</b>	<b>211.31</b>
<b>AG WATER</b>					
3500 - MISCELLANEOUS	11,193.74	45,762.66	0.00	(45,762.66)	0.00
3510 - CAR TIME	0.00	0.00	9,742.00	9,742.00	0.00
3520 - TRANSFER FEES	250.00	8,075.00	5,412.00	(2,663.00)	149.21
3530 - RISE TOWER RENT	300.00	2,700.00	7,902.00	5,202.00	34.17
3540 - SAFETY GRANT (CSD)	0.00	0.00	11,907.00	11,907.00	0.00
	<b>11,743.74</b>	<b>56,537.66</b>	<b>34,963.00</b>	<b>(21,574.66)</b>	<b>161.71</b>
<b>MISCELLANEOUS</b>					
3600 - FARM INCOME	0.00	0.00	(9,201.00)	(9,201.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	0.00	0.00	(63,672.00)	(63,672.00)	0.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(541.00)	(541.00)	0.00
	<b>0.00</b>	<b>0.00</b>	<b>73,414.00</b>	<b>73,414.00</b>	<b>0.00</b>
<b>FARM INCOME</b>					
3700 - BOND PROCEEDS	0.00	34,615,000.00	38,000,000.00	3,385,000.00	91.09

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>DEBT PROCEEDS</b>	<b>0.00</b>	<b>(34,615,000.00)</b>	<b>(38,000,000.00)</b>	<b>(3,385,000.00)</b>	<b>91.09</b>
<b>TOTAL REVENUES</b>	<b>3,695,978.20</b>	<b>59,404,097.78</b>	<b>56,848,554.00</b>	<b>(2,555,543.78)</b>	<b>104.50</b>
<b>OPERATING EXPENSE</b>					
4110 - POTABLE WATER	0.00	1,745,585.42	2,536,484.52	790,899.10	68.82
4120 - RENTAL WATER	0.00	7,950.00	0.00	(7,950.00)	0.00
4130 - CARRYOVER	0.00	0.00	89,450.03	89,450.03	0.00
4140 - WINTER WATER	0.00	0.00	5,520.40	5,520.40	0.00
4150 - ASSESSMENTS	0.00	562,114.38	1,443,962.24	881,847.86	38.93
4160 - RULE 11 FEES	0.00	27,200.00	63,765.00	36,565.00	42.66
4170 - WATER QUALITY - TESTING	912.00	11,214.50	6,072.44	(5,142.06)	184.68
4175 - BACKFLOW SURVEYING	0.00	4,506.96	0.00	(4,506.96)	0.00
<b>WATER</b>	<b>(912.00)</b>	<b>(2,358,571.26)</b>	<b>(4,145,254.63)</b>	<b>(1,786,683.37)</b>	<b>56.90</b>
4210 - SALARIES, FIELD	96,591.74	840,634.24	1,056,784.98	216,150.74	79.55
4220 - SALARIES, ENGINEERING	8,934.06	80,833.56	225,284.46	144,450.90	35.88
4240 - INSURANCE HEALTH	16,828.64	133,968.24	188,752.00	54,783.76	70.98
4250 - RETIREMENT	5,660.78	57,219.79	82,256.14	25,036.35	69.56
4260 - AWARDS	0.00	0.00	1,324.58	1,324.58	0.00
4270 - UNIFORMS	0.00	3,992.99	6,500.00	2,507.01	61.43
4280 - MISCELLANEOUS	0.00	(26.27)	1,103.81	1,130.08	(2.38)
4290 - CAR TIME	0.00	0.00	9,934.32	9,934.32	0.00
<b>PERSONNEL OPERATIONS</b>	<b>(128,015.22)</b>	<b>(1,116,622.55)</b>	<b>(1,571,940.29)</b>	<b>(455,317.74)</b>	<b>71.03</b>
4410 - FIELD	0.00	39,243.57	0.00	(39,243.57)	0.00
4411 - UNCC LOCATES	0.00	8,903.70	15,197.35	6,293.65	58.59
4412 - FARM PROPERTIES	0.00	0.00	2,706.08	2,706.08	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,586.20	5,586.20	0.00
4414 - CONSTRUCTION METER	0.00	8,486.68	0.00	(8,486.68)	0.00
4415 - WATER LINES (REPAIRS)	12,682.35	163,842.42	50,000.00	(113,842.42)	327.68
4416 - APPURTENANCE(REPAIR)	0.00	23,977.18	0.00	(23,977.18)	0.00
4417 - METER SETTING	1,468.26	107,651.12	108,243.00	591.88	99.45
4418 - MASTER METERS	0.00	14,789.20	159,181.20	144,392.00	9.29
4419 - SERVICE WORK	1,500.00	117,251.68	0.00	(117,251.68)	0.00
4420 - STORAGE TANKS (O & M)	0.00	69,624.53	22,500.00	(47,124.53)	309.44
4430 - PUMP STATIONS (O & M)	(18,294.34)	30,682.81	10,612.08	(20,070.73)	289.13
4435 - CHLORINE STATION	0.00	4,762.94	5,306.04	543.10	89.76
4440 - EQUIPMENT	1,860.41	72,355.23	42,335.83	(30,019.40)	170.91
4445 - SCADA EQUIPMENT	0.00	14,658.70	5,412.16	(9,246.54)	270.85
4446 - LOCATING EQUIPMENT	1,021.36	2,817.26	5,412.16	2,594.90	52.05
4447 - GPS EQUIPMENT	0.00	3,912.41	25,978.37	22,065.96	15.06
4450 - SHOP/YARD	129.00	23,966.90	27,060.80	3,093.90	88.57
4460 - VEHICLES	664.40	94,445.30	100,000.00	5,554.70	94.45
4470 - SAFETY	584.87	7,316.89	65,000.00	57,683.11	11.26
4480 - CONTROL VAULTS	0.00	708.68	28,652.62	27,943.94	2.47
4490 - MAPPING EXPENSE	3,953.25	19,265.75	39,184.04	19,918.29	49.17

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>OPERATION &amp; MAINTENANCE</b>	<b>(5,569.56)</b>	<b>(828,662.95)</b>	<b>(718,367.93)</b>	<b>110,295.02</b>	<b>115.35</b>
4500 - ENGINEERING	0.00	0.00	250,000.00	250,000.00	0.00
<b>ENGINEERING</b>	<b>0.00</b>	<b>0.00</b>	<b>(250,000.00)</b>	<b>(250,000.00)</b>	<b>0.00</b>
4600 - ELECTRICITY	6,812.07	116,803.19	0.00	(116,803.19)	0.00
4610 - PRV'S	0.00	0.00	50,000.00	50,000.00	0.00
4620 - STORAGE TANKS	0.00	0.00	50,000.00	50,000.00	0.00
4630 - PUMP STATIONS	0.00	18,815.88	170,000.00	151,184.12	11.07
4640 - METER VAULTS	0.00	0.00	38,000.00	38,000.00	0.00
4650 - FILL STATION	0.00	0.00	5,000.00	5,000.00	0.00
<b>ELECTRICITY</b>	<b>(6,812.07)</b>	<b>(135,619.07)</b>	<b>(313,000.00)</b>	<b>(177,380.93)</b>	<b>43.33</b>
4700 - COMMUNICATIONS	125.40	1,002.09	50,000.00	48,997.91	2.00
<b>COMMUNICATIONS</b>	<b>(125.40)</b>	<b>(1,002.09)</b>	<b>(50,000.00)</b>	<b>(48,997.91)</b>	<b>2.00</b>
4810 - GENERAL	4,178.42	37,292.76	40,738.42	3,445.66	91.54
4820 - AUTO	1,374.75	12,372.75	7,347.55	(5,025.20)	168.39
4830 - WORKER'S COMP	3,615.50	41,213.50	34,374.80	(6,838.70)	119.89
<b>INSURANCE</b>	<b>(9,168.67)</b>	<b>(90,879.01)</b>	<b>(82,460.77)</b>	<b>8,418.24</b>	<b>110.21</b>
4930 - BAD DEBT EXPENSE	0.00	113,406.00	3,714.23	(109,691.77)	3,053.28
<b>MISCELLANEOUS</b>	<b>0.00</b>	<b>(113,406.00)</b>	<b>(3,714.23)</b>	<b>109,691.77</b>	<b>3,053.28</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>150,602.92</b>	<b>4,644,762.93</b>	<b>7,134,737.85</b>	<b>2,489,974.92</b>	<b>65.10</b>
<b>ADMINISTRATIVE EXPENSE</b>					
5110 - OFFICE	36,268.86	403,757.73	511,192.34	107,434.61	78.98
5150 - DIRECTORS' FEES	0.00	400.00	0.00	(400.00)	0.00
<b>SALARIES</b>	<b>36,268.86</b>	<b>404,157.73</b>	<b>511,192.34</b>	<b>107,034.61</b>	<b>79.06</b>
5210 - FICA	10,728.36	99,878.14	102,831.06	2,952.92	97.13
5220 - UNEMPLOYMENT	0.00	2,475.48	4,870.94	2,395.46	50.82
<b>PAYROLL TAXES</b>	<b>10,728.36</b>	<b>102,353.62</b>	<b>107,702.00</b>	<b>5,348.38</b>	<b>95.03</b>
5310 - ADMIN HEALTH INSURANCE	3,640.17	39,113.16	49,358.91	10,245.75	79.24
<b>HEALTH INSURANCE</b>	<b>3,640.17</b>	<b>39,113.16</b>	<b>49,358.91</b>	<b>10,245.75</b>	<b>79.24</b>
5400 - OFFICE UTILITIES	0.00	2,184.31	0.00	(2,184.31)	0.00
5401 - ELECTRICITY	0.00	5,454.44	27,060.80	21,606.36	20.16
5402 - PROPANE	0.00	8,143.86	0.00	(8,143.86)	0.00
5403 - TELEPHONE	1,949.83	17,556.57	21,648.64	4,092.07	81.10

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5404 - CELL PHONE SERVICE	0.00	10,903.32	0.00	(10,903.32)	0.00
5405 - CELL PHONE ACCESSORIES	0.00	150.87	2,706.08	2,555.21	5.58
5406 - OFFICE CLEANING SERVICE	1,360.00	13,260.00	0.00	(13,260.00)	0.00
5409 - SECURITY CAMERAS	1,625.00	5,975.81	0.00	(5,975.81)	0.00
5410 - OFFICE EQUIPMENT	0.00	1,886.53	0.00	(1,886.53)	0.00
5412 - PRINTERS	348.01	3,126.49	0.00	(3,126.49)	0.00
5413 - FURNITURE	0.00	0.00	2,706.08	2,706.08	0.00
5440 - COMPUTER	0.00	0.00	140,716.18	140,716.18	0.00
5441 - COMPUTER SUPPORT	5,700.08	48,886.29	64,945.93	16,059.64	75.27
5442 - HARDWARE (COMPUTERS)	0.00	0.00	43,297.29	43,297.29	0.00
5443 - SOFTWARE	0.00	3,212.50	5,412.16	2,199.66	59.36
5444 - LICENSES (ANNUAL)	0.00	23,979.54	27,060.80	3,081.26	88.61
5445 - SENSUS METER SUPPORT	0.00	2,051.00	2,164.86	113.86	94.74
5449 - INTERNET/EMAIL	0.00	0.00	21,648.64	21,648.64	0.00
<b>OFFICE UTILITIES</b>	<b>10,982.92</b>	<b>146,771.53</b>	<b>359,367.46</b>	<b>212,595.93</b>	<b>40.84</b>
5510 - OFFICE EXPENSES	9,880.37	130,106.66	171,673.74	41,567.08	75.79
5520 - POSTAGE	120.00	1,036.18	3,247.30	2,211.12	31.91
5530 - BANK / CREDIT CARD FEES	6,549.54	34,412.43	5,412.16	(29,000.27)	635.84
5540 - BUILDING MAINTENANCE	912.86	18,512.16	1,082.43	(17,429.73)	1,710.24
5550 - PUBLICATIONS	0.00	0.00	541.22	541.22	0.00
5560 - PRINTING	0.00	0.00	2,706.08	2,706.08	0.00
5580 - DUES & REGISTRATION	0.00	3,907.50	3,247.30	(660.20)	120.33
5590 - TRAINING	0.00	1,809.39	8,659.46	6,850.07	20.89
<b>OFFICE EXPENSE</b>	<b>17,462.77</b>	<b>189,784.32</b>	<b>196,569.69</b>	<b>6,785.37</b>	<b>96.55</b>
5610 - LEGAL	4,412.00	291,746.50	350,000.00	58,253.50	83.36
5620 - ACCOUNTING	950.00	30,550.00	26,010.00	(4,540.00)	117.45
5625 - EASEMENT FEES	0.00	665.00	0.00	(665.00)	0.00
5626 - RECORDING FEES	0.00	58.00	0.00	(58.00)	0.00
5630 - WATER TRANSFER FEES	500.00	2,909.26	0.00	(2,909.26)	0.00
5650 - CONSULTANT FEES	7,167.92	103,339.32	200,000.00	96,660.68	51.67
5660 - MEMBERSHIP FEES	0.00	0.00	8,843.40	8,843.40	0.00
5670 - APPRAISALS	0.00	2,015.00	0.00	(2,015.00)	0.00
5680 - LAND ACQUISITION	3,426.75	98,027.09	0.00	(98,027.09)	0.00
<b>PROFESSIONAL FEES</b>	<b>16,456.67</b>	<b>529,310.17</b>	<b>584,853.40</b>	<b>55,543.23</b>	<b>90.50</b>
5900 - MISCELLANEOUS	0.00	0.00	7,577.03	7,577.03	0.00
5920 - FIRE MITIGATION GRANT	0.00	69,758.25	0.00	(69,758.25)	0.00
<b>MISCELLANEOUS</b>	<b>0.00</b>	<b>69,758.25</b>	<b>7,577.03</b>	<b>(62,181.22)</b>	<b>920.65</b>
<b>TOTAL ADMINISTRATIVE EXPENSE</b>	<b>95,539.75</b>	<b>1,481,248.78</b>	<b>1,816,620.83</b>	<b>335,372.05</b>	<b>81.54</b>
<b>CAPITAL IMPROVEMENTS</b>					
<b>SOLDIER CANYON</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6200 - STORAGE TANKS	0.00	0.00	5,900,000.00	5,900,000.00	0.00
<b>STORAGE TANKS</b>	<b>0.00</b>	<b>0.00</b>	<b>5,900,000.00</b>	<b>5,900,000.00</b>	<b>0.00</b>
6300 - PUMP STATIONS	0.00	46,861.20	0.00	(46,861.20)	0.00
<b>PUMP STATIONS</b>	<b>0.00</b>	<b>46,861.20</b>	<b>0.00</b>	<b>(46,861.20)</b>	<b>0.00</b>
6410 - VEHICLES	0.00	39,616.17	6,410.00	(33,206.17)	618.04
6420 - TRENCH BOX	0.00	0.00	6,420.00	6,420.00	0.00
6430 - BACKHOES	0.00	0.00	6,430.00	6,430.00	0.00
6440 - OTHER EQUIPMENT	0.00	110,872.30	90,000.00	(20,872.30)	123.19
<b>EQUIPMENT</b>	<b>0.00</b>	<b>150,488.47</b>	<b>109,260.00</b>	<b>(41,228.47)</b>	<b>137.73</b>
6505 - ENGINEERING	90,473.32	951,985.09	0.00	(951,985.09)	0.00
6510 - WATER LINES	0.00	142,287.62	13,550,000.00	13,407,712.38	1.05
6515 - METER UPGRADES	0.00	0.00	600,000.00	600,000.00	0.00
6525 - MASTER METER	0.00	4,939.59	0.00	(4,939.59)	0.00
6540 - AWIA & GENERATORS	0.00	0.00	276,440.00	276,440.00	0.00
6547 - GPS EQUIPMENT	0.00	1,650.00	0.00	(1,650.00)	0.00
<b>SYSTEM</b>	<b>90,473.32</b>	<b>1,100,862.30</b>	<b>14,426,440.00</b>	<b>13,325,577.70</b>	<b>7.63</b>
6610 - WATER RESOURCE MANAGER	0.00	56,618.04	0.00	(56,618.04)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	5,000,000.00	5,000,000.00	0.00
6630 - LEGAL (WRM)	361.25	62,754.59	600,000.00	537,245.41	10.46
6640 - STORAGE	1,421.75	99,842.24	0.00	(99,842.24)	0.00
<b>WATER RIGHTS</b>	<b>1,783.00</b>	<b>219,214.87</b>	<b>6,000,000.00</b>	<b>5,780,785.13</b>	<b>3.65</b>
6710 - EASEMENTS	66,575.00	85,557.86	75,000.00	(10,557.86)	114.08
6720 - LAND	0.00	41,343.00	100,000.00	58,657.00	41.34
6730 - SURVEYING	7,062.00	113,427.87	5,000.00	(108,427.87)	2,268.56
<b>LAND/EASEMENTS</b>	<b>73,637.00</b>	<b>240,328.73</b>	<b>180,000.00</b>	<b>(60,328.73)</b>	<b>133.52</b>
<b>BUILDING/PAVING</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>OFFICE EQUIPMENT/MISC</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>165,893.32</b>	<b>1,757,755.57</b>	<b>26,615,700.00</b>	<b>24,857,944.43</b>	<b>6.60</b>
<b>BONDS</b>					
7000 - BOND ISSUE PREMIUM	0.00	(3,738,291.45)	0.00	3,738,291.45	0.00
7100 - BOND ISSUANCE COSTS	0.00	231,245.71	0.00	(231,245.71)	0.00
7110 - BOND DISCOUNT	0.00	122,045.74	0.00	(122,045.74)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT  
INCOME STATEMENT  
DETAIL  
FOR THE NINE MONTHS ENDING SEPTEMBER 30, 2022

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
<b>BOND ISSUE</b>	<b>0.00</b>	<b>(3,385,000.00)</b>	<b>0.00</b>	<b>3,385,000.00</b>	<b>0.00</b>
<b>INTEREST</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	69,675.00	1,530,000.00	1,460,325.00	4.55
7292 - TRANSFER TO ENTERPRISE	0.00	38,812.50	0.00	(38,812.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	477,288.00	477,288.00	0.00
<b>PRINCIPLE</b>	<b>0.00</b>	<b>387,787.50</b>	<b>3,238,288.00</b>	<b>2,850,500.50</b>	<b>11.98</b>
<b>INTEREST EXPENSE OTHER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL BONDS</b>	<b>0.00</b>	<b>2,997,212.50</b>	<b>(3,238,288.00)</b>	<b>(6,235,500.50)</b>	<b>(92.56)</b>
<b>DEPRECIATION &amp; AMORT EXPENSES</b>					
<b>DEPRECIATION &amp; AMORT EXPENSE</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
TOTAL REVENUES	3,695,978.20	59,404,877.78	56,848,554.00	(2,556,323.78)	104.50
TOTAL EXPENSES	412,035.99	4,886,554.78	38,805,346.68	33,918,791.90	12.59
<b>PROFIT/LOSS</b>	<b>3,283,942.21</b>	<b>54,518,323.00</b>	<b>18,043,207.32</b>	<b>(36,475,115.68)</b>	<b>302.15</b>

FOR MANAGEMENT PURPOSES ONLY

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Sep 30, 2022**  
**1014 - 1014 - BANK OF COLORADO**  
**Bank Statement Date: September 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			3,887,791.39
Add: Cash Receipts			776,430.53
Less: Cash Disbursements			(819,978.20)
Add (Less) Other			2,440,156.40
Ending GL Balance			<u>6,284,400.12</u>
Ending Bank Balance			<u>6,013,910.30</u>
Add back deposits in transit	Sep 30, 2022	CJ093022	<u>403,457.86</u>
Total deposits in transit			403,457.86
(Less) outstanding checks			
	Sep 9, 2021	15687	(29.74)
	Sep 9, 2021	15689	(23.28)
	Sep 9, 2021	15694	(97.05)
	Oct 20, 2021	15819	(1,100.00)
	Oct 22, 2021	15851	(19.24)
	Nov 30, 2021	15955	(25.00)
	Dec 15, 2021	16008	(85.00)
	Dec 15, 2021	16012	(12.72)
	Dec 15, 2021	16020	(271.26)
	Dec 30, 2021	16056	(31.04)
	Feb 2, 2022	16157	(60.00)
	Feb 2, 2022	16162	(23.28)
	Feb 3, 2022	16171	(1,006.15)
	May 27, 2022	16548	(36.75)
	Jun 24, 2022	16617	(8.70)
	Jun 24, 2022	16621	(30.00)
	Jun 24, 2022	16623	(36.75)
	Jun 24, 2022	16625	(271.45)
	Jul 11, 2022	16682	(24,198.75)
	Jul 27, 2022	16732	(25.00)
	Aug 30, 2022	16822	(97.20)
	Aug 30, 2022	16825	(72.19)
	Aug 30, 2022	16826	(211.60)
	Aug 31, 2022	16835	(30.00)
	Sep 8, 2022	16869	(1,500.00)
	Sep 19, 2022	16893	(1,000.00)
	Sep 21, 2022	16894	(182.45)
	Sep 21, 2022	16896	(24.90)
	Sep 21, 2022	16897	(568.83)
	Sep 21, 2022	16898	(114.12)
	Sep 21, 2022	16899	(6.65)
	Sep 21, 2022	16902	(3,133.02)
	Sep 21, 2022	16904	(538.38)
	Sep 21, 2022	16906	(12,437.59)
	Sep 21, 2022	16908	(4,412.00)
	Sep 21, 2022	16914	(8.30)
	Sep 22, 2022	16915	(221.19)
	Sep 22, 2022	16919	(1,500.00)
	Sep 22, 2022	16920	(5,000.00)
	Sep 22, 2022	16923	(109.15)
	Sep 30, 2022	16925	(500.00)
	Sep 30, 2022	16926	(1,949.83)
	Sep 30, 2022	16927	(1,095.00)
	Sep 30, 2022	16928	(7,062.00)
	Sep 30, 2022	16929	(200.00)
	Sep 30, 2022	16930	(23.40)
	Sep 30, 2022	16931	(90,473.32)



**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Sep 30, 2022**  
**1014 - 1014 - BANK OF COLORADO**  
**Bank Statement Date: September 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

	Sep 30, 2022	16932	(3,303.75)	
	Sep 30, 2022	16933	(348.01)	
Total outstanding checks				(163,514.04)
Add (Less) Other				
	Sep 30, 2022	0930-01	2,319.60	
	Sep 29, 2022	CC0929	16,736.90	
	Sep 30, 2022	CC0930	5,876.15	
	Sep 29, 2022	CCIH0920	1,877.35	
	Sep 30, 2022	CCIH0921	3,295.95	
	Sep 30, 2022	MARS0921	440.05	
Total other				30,546.00
Unreconciled difference				0.00
Ending GL Balance				6,284,400.12

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Sep 30, 2022**  
**1015 - 1015 - COLO TRUST - GENERAL**  
**Bank Statement Date: September 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	27,848,589.47
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	45,626.48
Ending GL Balance	27,894,215.95
Ending Bank Balance	27,894,215.95
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	27,894,215.95

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Sep 30, 2022**  
**1019 - 1019 - COLO TRUST - 2019 BOND**  
**Bank Statement Date: September 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,155,230.66
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	3,497.72
Ending GL Balance	2,158,728.38
Ending Bank Balance	2,158,728.38
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,158,728.38

**NORTH WELD COUNTY WATER DISTRICT**  
**Account Reconciliation**  
**As of Sep 30, 2022**  
**1020 - 1020 - COLO TRUST - 2022 BOND**  
**Bank Statement Date: September 30, 2022**

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,002,167.62
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	61,673.73
Ending GL Balance	38,063,841.35
Ending Bank Balance	38,063,841.35
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	38,063,841.35

**North Weld County Water District  
East Larimer County Water District**

**AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT  
CONTRACTOR**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between North Weld County Water District, a quasi-municipal corporation and a political subdivision of the State of Colorado, with a physical address of 32825 County Road 39, Lucerne, Colorado 80646 ("North Weld") and East Larimer County Water District, a quasi-municipal corporation and a political subdivision of the State of Colorado, with a physical address of 232 South Link Lane, Fort Collins, Colorado 80524 (hereinafter referred to as the "Districts") and Garney Companies, Inc. (hereinafter referred to as "Construction Manager at Risk (CMaR) Contractor").

**RECITALS:**

- A. The Districts require professional services.
- B. The Districts desire to pursue a pipeline project known as the NEWT 3 project comprising approximately 5.3 miles of 42" pipeline. This pipeline is herein referred to as the "Project".
- C. CMaR Contractor has held itself out to the Districts as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that CMaR Contractor shall provide the Districts preconstruction services for the Project.

**I. SCOPE OF SERVICES**

CMaR Contractor shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**II. THE DISTRICTS OBLIGATIONS/CONFIDENTIALITY**

The Districts shall provide CMaR Contractor with reports and such other data as may be available to the Districts and reasonably required by CMaR Contractor to perform hereunder. No project information shall be disclosed by CMaR Contractor to third parties without prior written consent of the Districts or pursuant to a lawful court order directing such disclosure. All documents provided by the Districts to the CMaR Contractor shall be returned to the Districts. CMaR Contractor is authorized by the Districts to retain copies of such data and materials at CMaR Contractor's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The Districts acknowledges that the CMaR Contractor's documents are an instrument of service. Nevertheless, the documents prepared under this Agreement shall become property of the Districts upon completion of the services. Any reuse of the CMaR Contractor's documents is at the Districts's own risk.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by the CMAr Contractor, the Districts shall pay the CMAr Contractor for services furnished at the hourly rates and reimbursed expenses as contained in **Exhibit B**, which is attached hereto and incorporated herein by this reference. The not-to-exceed fee for preconstruction services is \$100,032.00. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by CMAr Contractor in performing all services hereunder.

B. CMAr Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by CMAr Contractor under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the Districts.

1. All invoices, including CMAr Contractor's verified payment request, shall be submitted by CMAr Contractor to the Districts, pursuant to the terms of this Agreement.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. Cost actually incurred shall not exceed the total scope of services as outlined in **Exhibit B** for Preconstruction Services.

C. The Districts have the right to ask for clarification on any CMAr Contractor invoice after receipt of the invoice by the Districts.

D. Final payment shall be made within sixty (60) calendar days after all data, information and documents (which are suitable for reproduction and distribution by the Districts) required by this Agreement have been turned over to and approved by the Districts and upon receipt by the Districts of CMAr Contractor's written notification that services required herein by CMAr Contractor have been fully completed in accordance with this Agreement.

## **V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the Districts of a Notice to Proceed, CMAr Contractor shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the Districts, the Project shall be complete and CMAr Contractor shall furnish the Districts the specified deliverables, as provided in **Exhibit A**.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the Districts. If CMAr Contractor proceeds without such written authorization, then CMAr Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the Districts shall have the Districts to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. CMAr Contractor hereby warrants that it is qualified to assume the responsibilities to render the services described herein and has all requisite corporate Districts, as required by law.

B. The services performed by CMAr Contractor shall be in accordance with generally accepted design assist practices and the level of competency presently maintained by other practicing firms in the same or similar type of services in the applicable community.

C. CMAr Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all design review, constructability review, cost estimating, scheduling, and other services furnished by CMAr Contractor under this Agreement. CMAr Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in his work and other services, which fall below the standard of professional practice, and reimburse the Districts construction related costs caused by errors and omissions of which the CMAr Contractor could influence or control throughout the design assist phase, which fall below the standard of professional practice.

D. Acceptance by the Districts of services or materials furnished hereunder shall not in any way relieve CMAr Contractor of responsibility for technical adequacy of the services. Neither the Districts' review or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CMAr Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the Districts provided for under this Agreement are in addition to any other rights and remedies provided by law.

## **VIII. COMPLIANCE WITH LAW**

The services to be performed by CMAr Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **IX. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The Districts cannot, and by this Agreement do not, agree to indemnify, hold harmless, exonerate or assume the defense of the CMAr Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the CMAr Contractor shall defend, indemnify and hold harmless the Districts, their Boards of Directors, officials, officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by CMAr Contractor, its employees, agents or subcontractors, or others for whom the CMAr Contractor is legally liable, under this Agreement; provided, however, that the CMAr Contractor need not indemnify or save harmless the Districts, their Boards of Directors, their officers, agents and employees from damages to the extent caused by the negligence of the Districts' Boards of Directors, officials, officers, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The CMAr Contractor shall indemnify and hold harmless the Districts, their Boards of Directors, their officials, officers, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's

fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the CMAr Contractor, its employees, subcontractors, or others for whom the CMAr Contractor is legally liable, in the performance of professional services under this Agreement. The CMAr Contractor is not obligated under this subparagraph IX.B. to indemnify the Districts for the negligent acts of the Districts, their Boards of Directors, or any of their officials, officers, agents and employees.

C. INDEMNIFICATION – COSTS: CMAr Contractor agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of CMAr Contractor, for actions caused by CMAr Contractor, or, at the option of the Districts, agrees to pay the Districts or reimburse the Districts for the defense costs incurred by the Districts in connection with any such liability, claims or demands for actions caused by CMAr Contractor. CMAr Contractor also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the Districts, their Boards of Directors, officials, officers, agents and employees, the Districts shall reimburse CMAr Contractor for the portion of the judgment attributable to such act, omission or other fault of the Districts, their Boards of Directors, officials, officers, agents and employees.

## X. INSURANCE

A. CMAr Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by CMAr Contractor, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. CMAr Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Insurance Requirements are attached hereto as **Exhibit C** and incorporated by this reference are made a part of the Agreement. CMAr Contractor shall procure and maintain, and shall cause any subcontractor of CMAr Contractor to procure and maintain, the minimum insurance coverages as described in **Exhibit C**. Such coverages shall be procured and maintained with forms and insurers acceptable to the Districts. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by CMAr Contractor, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance – See **Exhibit C** for coverage requirements.
2. Commercial general liability insurance – See **Exhibit C** for coverage requirements.
3. Professional liability insurance - See **Exhibit C** for coverage requirements.
4. The policy required by Paragraph 2, above shall be endorsed to include the Districts and the Districts' officers, employees and Consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the Districts, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by CMAr Contractor. No additional insured endorsement to the policy required by



Paragraph 1, above shall contain any exclusion for bodily injury or property damage arising from completed operations. CMaR Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the Districts shall be completed by CMaR Contractor's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be reviewed and approved by the Districts prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the Districts. The completed certificate of insurance shall be sent to:

East Larimer County Water District  
North Weld County Water District  
c/o Randy Siddens, District Engineer  
232 South Link Lane  
P.O. Box 2044  
Fort Collins, Colorado 80522

6. Failure on the part of CMaR Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the Districts may immediately terminate this Agreement or, at its discretion, the Districts may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Districts shall be repaid by CMaR Contractor to the Districts upon demand, or the Districts may offset the cost of the premiums against any monies due to CMaR Contractor from the Districts.
7. The Districts reserve the right to request and receive a certified copy of any policy and any endorsement thereto.

## **XI. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

## **XII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the Districts' providing CMaR Contractor with seven (7) days' advance written notice, whichever occurs first. The CMaR Contractor shall also have the ability to terminate this agreement by providing Districts with forty-five (45) days' advance written notice. In the event the Agreement is terminated by the Districts issuance of said written notice of intent to terminate, the Districts shall pay CMaR Contractor for all services previously authorized and completed prior to the date of termination. If, however, CMaR Contractor has substantially or materially breached the standards and terms of this Agreement, the Districts shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the Districts thereafter shall be at the Districts' sole risk, unless otherwise consented to by CMaR Contractor.

**XIII. CONFLICT OF INTEREST**

The CMaR Contractor shall disclose any personal or private interest related to property or business within the Districts. Upon disclosure of any such personal or private interest, the Districts shall determine if the interest constitutes a conflict of interest. If the Districts determines that a conflict of interest exists, the Districts may treat such conflict of interest as a default and terminate this Agreement.

**XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Larimer, State of Colorado.

**XV. INDEPENDENT CONTRACTOR**

A. CMaR Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by CMaR Contractor to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of CMaR Contractor for all purposes. CMaR Contractor shall make no representation that it is the employee of the Districts for any purposes.

B. Disclosure: CMaR Contractor is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the CMaR Contractor or some other entity, and CMaR Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

**XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Districts shall not constitute a waiver of any of the other terms or obligations of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached **Exhibit A**, **Exhibit B**, and **Exhibit C** is the entire Agreement between CMaR Contractor and the Districts, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

**XVIII. NOTICE**

Any notice or communication between CMaR Contractor and the Districts which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The Districts: East Larimer County Water District  
c/o Randy Siddens, District Engineer  
232 South Link Lane  
P.O. Box 2044  
Fort Collins, Colorado 80522

North Weld County Water District  
c/o Eric Reckentine, General Manager  
32825 County Road 39  
Lucerne, Colorado 80646

CMAr Contractor: Garney Companies Inc.  
c/o Gary Hass  
7911 Shaffer Parkway  
Littleton, CO 80127

**XIX. EFFECTIVE DATE AND EXECUTION**

This Agreement shall become effective following execution by both CMAr Contractor and Districts. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute an instrument.

**XX. SPECIAL PROVISIONS**

CMAr Contractor understands and agrees that this Agreement is solely for preconstruction consulting. Any further agreement for construction services for the Project will be a separate agreement. The Districts reserve their unique right to suspend services of the CMAr Contractor at any time and procure construction services through alternate means such as competitive bidding or negotiations with other CMAr Contractors.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

North Weld County Water District

By: \_\_\_\_\_  
Eric Reckentine, General Manager

East Larimer County Water District

By: \_\_\_\_\_  
Mike Scheid, General Manager

CMAR CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### NEWT 3 Pipeline Project

#### Preconstruction Scope of Services

#### PROJECT DESCRIPTION

North Weld County Water District (NWCWD) and the East Larimer County Water District (ELCO) (Districts) are sponsoring a joint project to extend a 42” pipeline east from Timberline Road to approximately 5.3 miles east. The acronym NEWT refers to the multi-year, multi-phase North Weld County and East Larimer County Water Districts Water Transmission Pipeline Project. The NEWT 3 Pipeline is needed to connect the previously constructed NEWT 1 (2010) and NEWT 2 (2015) Pipelines to the Districts’ water distribution systems. Once complete, the NEWT 3 Pipeline Project will provide the Districts with a much-needed increase in transmission capacity to convey additional treated water from the Soldier Canyon Filter Plant (SCFP) to the Districts’ distribution systems. In addition, the fully-operational NEWT Pipeline Project will provide the Districts’ with additional redundancy that will help mitigate risks associated with operating their existing and aging transmission lines.

#### NARRATIVE

Garney Companies, Inc. (CMaR Contractor) will provide Pre-Construction Services as described in the CMaR Request for Proposal and Proposal response.

#### PRECONSTRUCTION SERVICES

- CMaR participation in design review providing comments on progressively completed construction drawings and specifications. Constructability review of drawings is expected to be performed by the CMaR Contractor staff assigned to the project. CMaR Contractor shall provide design comments in Word or as redlines to progressively completed drawings.
- CMaR participation in design meetings, review of design drawings, constructability input and providing lead time estimates of various materials or equipment incorporated into the work. Phasing recommendations of construction including contents of each work package.
- The CMaR Contractor is expected to attend approximately 16 meetings throughout the design phase plus special meetings/workshops focused on particular elements of the work. The CMaR Contractor is not expected to attend every design meeting.
- The CMaR Contractor is expected to provide cost estimating and Guaranteed Maximum Price (GMP) development services at the 30, 60 and 90% levels of contract document completion. A final GMP for each work package is expected at the 90% completion level. The CMaR Contractor is expected to provide cost estimates to accurate market conditions at the 60 and 90% stages.
- Up to two value engineering sessions will be held during the development of each work package. CMaR participation in these sessions is expected.
- The CMaR Contractor is to review the geotechnical report(s) and recommend any further investigations necessary to properly inform construction means and methods (e.g. shoring, excavation design, lay back, tunnel or boring design).

**EXHIBIT B**

**NEWT 3 Pipeline Project**

**CMaR Contractor Hourly Rates  
And  
Not-to-Exceed Preconstruction Phase Cost**

CRITERIA 9

# RFP PRICING AND DELIVERY



09

## 3.9 RFP PRICING AND DELIVERY

### 3.9.1 Pre-Construction Phase Maximum Not-to-Exceed Cost

The pre-construction level of effort represents what we have found to be successful on past CMAR projects. It is important to understand your expectation of the CMAR involvement during pre-construction to help us better define this scope and this will be one of our first actions after award. **Please reference the separate sealed envelope to view our proposed pre-construction work breakdown and fee.**

### 3.9.2 Estimated Cost of Work

The cost of work found in the sealed envelope is detailed per Criteria 9 and Article 6 of the RFP. A schedule of values (SOV) was developed from the cost table along with our detailed project quantity takeoff. Moving forward, the SOV will act as the baseline to measure cost changes in the project as the design progresses.

First, we completed a thorough analysis of the pipe material. With the global commodity crisis, the cost of scrap iron is at an all-time high which drives up the cost of ductile iron pipe. You will see the unit price per foot for ductile iron is significantly higher than steel. This caused a \$3.5M delta between materials. Because of this, we decided to move forward with steel in our estimate.

Since the pipe purchase will be the highest cost item on the project, it is important as your CMAR we do a thorough market study in different materials and even help select a pipe material early to design specifically around one product. This does a few things for the Districts:

- » **IT REDUCES THE COST OF DESIGN AS YOU DO NOT HAVE TO HAVE MULTIPLE DETAILS AND SPECIFICATIONS FOR BOTH STEEL AND DIP PRODUCTS**
- » **WE CAN GENERATE MORE INTEREST FROM SUPPLIERS, NARROWING DOWN THE PIPE MATERIALS**

We have already started this process of a market survey for our non-binding cost estimate for your project. Due to current instabilities in the global market and

skyrocketing cost of pig iron, DIP's raw material, DIP is not a competitive pipe material for your project. We do not see the cost of DIP pipe tapering during the duration of this project. In our analysis of both steel mortar lined pipe and DIP, steel pipe has a \$3.5M cost saving advantage over DIP. This is just one example of the kind of market analysis we will bring to the project as your CMAR. **We reached out to vendors in order to hear their analysis of the current volatile market. We attached their responses following the Pipe Material Selection Analysis portion of the sealed envelope.**

The RFP required a non-binding cost estimate of the project. To complete the cost estimate, we made a handful of assumptions. You will find a list of these assumptions below that are built into our cost.

- » **WITH PROXIMITY TO THE 100-YEAR FLOODPLAIN, WE CARRIED THE COST OF BUILDER'S RISK FLOOD COVERAGE**
- » **100% FULLY RESTRAINED/WELDED PIPELINE INCLUDING CERTIFIED WELD INSPECTION**
- » **11,000' OF TRENCH STABILIZATION**
- » **FIBERGLASS CASING PIPE FOR TUNNELS IN PROXIMITY TO THE HIGH VOLTAGE OVERHEAD POWER**
- » **\$1,000,000 OF DEWATERING PER ADDENDUM #1**

### 3.9.3 Proposed Construction Contingency

The proposed contingency that we are carrying in the estimate is 2% of the total contract amount, assuming that the GMP will be set at the 95% design deliverable. This contingency will be owned by the Districts. **Whatever contingency is not needed for contract changes, 100% of it will be returned to the Districts, similar to how we were able to return money on Phase 2 of NEWT.** We do not have any intent of creating a shared savings with the contingency. We have seen a shared savings agreement not work in the best interest of the Owner/project and specifically the project budget. Our philosophy is to estimate a project as accurately as the plans and specifications will allow. The purpose of the contingency is to cover any cost escalations in materials and fuel from the start of construction.



### 3.9.4 Construction Manager Fee

The construction manager fee that we're carrying in the estimate is 9% of the total contract amount.

### 3.9.5 Cost Table

The cost breakdown for all components is listed below in the cost table provided in the RFP.

<b>Cost Component</b>	<b>Cost Breakdown</b>
9.1.1 Pre-Construction Phase Maximum Not-To-Exceed (Non-Binding)	\$ 100,032.00
9.1.2 Estimated Cost of Work (Non-Binding, Preliminary Construction Cost) (Sum of 9.1.2.1 and 9.1.2.2, below)	\$ 21,750,292.00
9.1.2.1 General Conditions Cost	\$ 1,957,501.00
9.1.2.2 Cost of Work	\$ 19,792,791.00
9.1.3 Estimated Construction Contingency (Non-Binding)	\$ 437,007.00 ( <u>2</u> %)
9.1.4 Construction Manager Cost (Non-Binding) and Percentage (Binding)	\$ 1,966,530.00 ( <u>9</u> %)
<b>TOTAL ESTIMATED COST (Non-Binding)</b>	<b>\$ 24,253,861.00</b>



100% EMPLOYEE OWNED

**NEWT Pipeline, Phase 3**

Preconstruction Level of Effort Breakdown

NEWT Pipeline, Phase 3	Number of Meetings/Task	Gary Haas	Total Hours per Task	Jarrold Webber	Total Hours per Task	Keith Lemaster	Total Hours per Task	Sr. Superintendent	Total Hours per Task	Estimator	Total Hours per Task
		Hours Per Meeting/Task		Hours Per Meeting/Task		Hours Per Meeting/Task		Hours Per Meeting/Task		Hours Per Meeting/Task	
<b>General Activities</b>											
Kickoff Meeting	1	2	2	2	2	2	2	2	2	2	2
Procurement	1	10	10	80	80	0	0	0	0	0	0
Prequalifying Bidders	1	10	10	40	40	5	5	0	0	0	0
Permitting Assistance	1	2	2	10	10	0	0	0	0	0	0
Land Acquisition Assistance	1	2	2	10	10	0	0	0	0	0	0
Risk Management - Create Register	1	1	1	3	3	0	0	0	0	0	0
Risk Register Updates	10	0.5	5	1	10	0	0	0	0	0	0
Segment 1 & 2 60% Estimate	2	50	100	15	30	1.5	3	0	0	15	30
Segment 1 & 2 GMP Estimate	2	50	100	15	30	1.5	3	0	0	15	30
<b>Segment 1 - 3 Months</b>											
Segment 1 - Design Progress Meetings	6	1	6	1	6	0	0	0	0	0	0
Segment 1 - 60% Design/VE Workshop	1	2	2	2	2	2	2	0	0	0	0
Segment 1 - 95% Design/VE Workshop	1	2	2	2	2	2	2	0	0	0	0
Segment 1 - 60% Cost Est Meeting	1	4	4	4	4	0	0	0	0	4	4
Segment 1 - GMP Cost Est Meeting	1	4	4	5	5	1	1	1	1	5	5
Segment 1 - Preliminary Schedule	1	1	1	4	4	0	0	0	0	0	0
Segment 1 - Schedule Monthly Updates	3	0.5	1.5	1	3	0	0	0	0	0	0
<b>Segment 2 - 7 Months</b>											
Segment 2 - Design Progress Meetings	14	1	14	1	14	0	0	0	0	0	0
Segment 2 - 60% Design/VE Workshop	1	2	2	2	2	2	2	0	0	0	0
Segment 2 - 95% Design/VE Workshop	1	2	2	2	2	2	2	0	0	0	0
Segment 2 - 60% Cost Est Meeting	1	4	4	4	4	0	0	0	0	4	4
Segment 2 - GMP Cost Est Meeting	1	4	4	4	4	1	1	1	1	4	4
Segment 2 - Preliminary Schedule	1	1	1	4	4	0	0	0	0	0	0
Segment 2 - Schedule Monthly Updates	7	0.5	3.5	1	7	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
<b>Total Man Hours:</b>	<b>667</b>		<b>283</b>		<b>278</b>		<b>23</b>		<b>4</b>		<b>79</b>
		<b>Rate Input:</b>	<b>\$ 164.00</b>		<b>\$ 141.00</b>		<b>\$ 204.00</b>		<b>\$ 181.00</b>		<b>\$ 114.00</b>
<b>Total CMAR Fee:</b>	<b>\$ 100,032.00</b>		<b>\$ 46,412.00</b>		<b>\$ 39,198.00</b>		<b>\$ 4,692.00</b>		<b>\$ 724.00</b>		<b>\$ 9,006.00</b>

SCHEDULE OF VALUES

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
9.1.1	Pre-Construction Phase Maximum Not-To-Exceed	1.0	Lump Sum	\$ 100,032.00	\$ 100,032.00
					\$ -
9.1.2.1	General Conditions	1.0	Lump Sum	\$ 1,957,501.00	\$ 1,957,501.00
9.1.2.2	Mobilization	1.0	Lump Sum	\$ 239,473.00	\$ 239,473.00
9.1.2.2	Clearing & Grubbing	28,300.0	Linear Feet	\$ 2.68	\$ 75,844.00
9.1.2.2	42" Waterline - Sprial Welded Steel	28,300.0	Linear Feet	\$ 476.70	\$ 13,490,610.00
9.1.2.2	Trench Stabilization	11,000.0	Linear Feet	\$ 29.40	\$ 323,400.00
9.1.2.2	Combination Air Release Valve	8.0	Each	\$ 39,857.00	\$ 318,856.00
9.1.2.2	Blowoff Valves	8.0	Each	\$ 34,720.00	\$ 277,760.00
9.1.2.2	Isolation Valves	5.0	Each	\$ 64,956.00	\$ 324,780.00
9.1.2.2	Protective Canal / Creek Crossings	2.0	Each	\$ 109,734.00	\$ 219,468.00
9.1.2.2	Tunnels	950.0	Linear Feet	\$ 3,708.00	\$ 3,522,600.00
9.1.2.2	Dewatering	1.0	Lump Sum	\$ 1,000,000.00	\$ 1,000,000.00
					\$ -
	<b>CONTRACT SUBTOTAL - Items 9.1.1, 9.1.2.1 &amp; 9.1.2.2</b>			<b>\$ 21,850,324.00</b>	\$ -
					\$ -
9.1.3	Contingency @ Final GMP - 95% Design		2%	\$ 437,007.00	\$ -
9.1.4	Construction Manager Cost		9%	\$ 1,966,530.00	\$ -
					\$ -
	<b>CONTRACT TOTAL - Including Preconstruction</b>			<b>\$ 24,253,861.00</b>	\$ -

PIPE MATERIAL SELECTION - ANALYSIS

42" Waterline - Sprial Welded Steel				28,300	Linear Feet		Unit \$		Total	\$ 13,488,397.51
Garney	Crew	CMAR Crew 02	140.0	Units Per Shift	28,300.00	202.14	Shifts	\$ 20,914.75	\$ 4,230,173.78	
Pipe	Pipe	AWWA C200 Sprial Welded Steel - 50' Joints	1		28,300.00	28,300.00	Linear Feet	\$ 245.00	\$ 6,933,500.00	
Pipe	Pipe	Weld-O-Lets	1		20.00	20.00	EA	\$ 600.00	\$ 12,000.00	
AGGREGATE	Material	Bedding	1.4		28,300.00	38,366.62	TON	\$ 23.55	\$ 903,534.01	
Concrete	Material	Controlled Low Strength Material	250.00		1.00	250.00	CY	\$ 130.00	\$ 32,500.00	
SHORING	Material	Trench Box Rental	12		2.00	23.04	MOUTHS	\$ 3,500.00	\$ 87,693.28	
Supply House	Material	12GAX500' BLUE SOLID TW	1		28,300.00	28,300.00	Linear Feet	\$ 0.23	\$ 6,509.00	
Supply House	Material	3M DBR/Y 600V SPLICE KIT	1		26.00	26.00	EA	\$ 1.75	\$ 45.50	
Supply House	Material	10 MIL POLY TAPE 2"X 100'	1		150.00	150.00	EA	\$ 5.00	\$ 750.00	
Supply House	Material	6X1000' DETECTO TAPE-WATER	1		29.00	29.00	ROLL	\$ 67.20	\$ 1,948.80	
CATHODIC	Material	Cathodic Protection	1		28,300.00	28,300.00	Linear Feet	\$ 2.00	\$ 56,600.00	
AGGREGATE	Material	Roadbase Replacement	250		1.00	250.00	Tons	\$ 30.00	\$ 7,500.00	
FLOWFILL	Material	Flowfill Cut Off Walls - Every 1,000'	29		6.00	174.00	CUBIC YARDS	\$ 150.00	\$ 26,100.00	
RAILROAD	Material	Railroad Flagging	15		1.00	15.00	DAYS	\$ 1,500.00	\$ 22,500.00	
Welding	Subcontract	Single Lap Weld .188 Wall	1		809.00	809.00	EACH	\$ 150.00	\$ 121,350.00	
Welding	Subcontract	Double Weld Butt Strap	1		10.00	10.00	EACH	\$ 700.00	\$ 7,000.00	
Welding	Subcontract	Air Test	1		10.00	10.00	EACH	\$ 75.00	\$ 750.00	
Welding	Subcontract	Pass Hole	1		20.00	20.00	EACH	\$ 100.00	\$ 2,000.00	
Welding	Subcontract	Hourly Standby Time	1		1.00	1.00	LUMP SUM	\$ 26,220.00	\$ 26,220.00	
Welding	Subcontract	Hourly Fit Up Time	1		25.00	25.00	HOURS	\$ 115.00	\$ 2,875.00	
Joint Grout	Subcontract	Single Lap Weld	1		809.00	809.00	EACH	\$ 175.00	\$ 141,575.00	
Joint Grout	Subcontract	Double Weld Butt Strap	1		10.00	10.00	EACH	\$ 225.00	\$ 2,250.00	
Joint Grout	Subcontract	Pass Hole	1		20.00	20.00	EACH	\$ 30.00	\$ 600.00	
Material Testing	Subcontract	Material Testing - Geotech	1		28,300.00	28,300.00	HOURS	\$ 1.00	\$ 28,300.00	
Survey	Subcontract	Survey	1		28,300.00	28,300.00	Lump Sum	\$ 2.00	\$ 56,600.00	
Welding Inspection	Subcontract	CWI	1		230.39	230.39	SHIFTS	\$ 700.00	\$ 161,275.00	
Trucking	Subcontract	Haul Off Excess	1.20		28,300.00	34,064.81	CUBIC YARDS	\$ 10.00	\$ 340,648.15	
EROSION CONTROL	Subcontract	Erosion Control Sub	1		28,300.00	28,300.00	Linear Feet	\$ 2.50	\$ 70,750.00	
RESTORATION	Subcontract	Restoration Sub - 67 Acres	1		28,300.00	28,300.00	Linear Feet	\$ 6.00	\$ 169,800.00	
ASPHALT	Subcontract	Asphalt Replacement - CR3	30		1.00	30.00	SQUARE YARDS	\$ 225.00	\$ 6,750.00	
FENCE	Subcontract	Misc Fence Replacement	1		28,300.00	28,300.00	Linear Feet	\$ 1.00	\$ 28,300.00	

42" Waterline - Ductile Iron Pipe				28,300	Linear Feet		Unit \$		Total	\$ 17,114,002.51
Garney	Crew	CMAR Crew 02	140.0	Units Per Shift	28,300.00	202.14	Shifts	\$ 20,914.75	\$ 4,230,174.00	
Pipe	Pipe	Ductile Iron Pipe - Unrestrained	1		21,225.00	21,225.00	Linear Feet	\$ 365.00	\$ 7,747,125.00	
Pipe	Pipe	Ductile Iron Pipe - Restrained - Assume 25%	1		7,075.00	7,075.00	Linear Feet	\$ 465.00	\$ 3,289,875.00	
AGGREGATE	Material	Bedding	1.4		28,300.00	38,366.62	TON	\$ 23.55	\$ 903,534.01	
Concrete	Material	Controlled Low Strength Material	250		1.00	250.00	CY	\$ 130.00	\$ 32,500.00	
SHORING	Material	Trench Box Rental	12		2.00	23.04	MOUTHS	\$ 3,500.00	\$ 87,693.28	
Supply House	Material	12GAX500' BLUE SOLID TW	1		28,300.00	28,300.00	Linear Feet	\$ 0.23	\$ 6,509.00	
Supply House	Material	3M DBR/Y 600V SPLICE KIT	1		26.00	26.00	EA	\$ 1.75	\$ 45.50	
Supply House	Material	10 MIL POLY TAPE 2"X 100'	1		150.00	150.00	EA	\$ 5.00	\$ 750.00	
Supply House	Material	6X1000' DETECTO TAPE-WATER	1		29.00	29.00	ROLL	\$ 67.20	\$ 1,948.80	
CATHODIC	Material	Cathodic Protection	1		28,300.00	28,300.00	Linear Feet	\$ 2.00	\$ 56,600.00	
AGGREGATE	Material	Roadbase Replacement	250		1.00	250.00	Tons	\$ 30.00	\$ 7,500.00	
FLOWFILL	Material	Flowfill Cut Off Walls - Every 1,000'	29		6.00	174.00	CUBIC YARDS	\$ 150.00	\$ 26,100.00	
RAILROAD	Material	Railroad Flagging	15		1.00	15.00	DAYS	\$ 1,500.00	\$ 22,500.00	
Welding	Subcontract	Single Lap Weld .188 Wall	-		28,300.00	-	Linear Feet		\$ -	
Welding	Subcontract	Double Weld Butt Strap	-		28,300.00	-	Linear Feet		\$ -	
Welding	Subcontract	Air Test	-		28,300.00	-	Linear Feet		\$ -	
Welding	Subcontract	Pass Hole	-		28,300.00	-	Linear Feet		\$ -	
Welding	Subcontract	Hourly Standby Time	-		28,300.00	-	Linear Feet		\$ -	
Welding	Subcontract	Hourly Fit Up Time	-		28,300.00	-	Linear Feet		\$ -	
Joint Grout	Subcontract	Single Lap Weld	-		28,300.00	-	Linear Feet		\$ -	
Joint Grout	Subcontract	Double Weld Butt Strap	-		28,300.00	-	Linear Feet		\$ -	
Joint Grout	Subcontract	Pass Hole	-		28,300.00	-	Linear Feet		\$ -	
Material Testing	Subcontract	Material Testing - Geotech	1		28,300.00	28,300.00	HOURS	\$ 1.00	\$ 28,300.00	
Survey	Subcontract	Survey	1		28,300.00	28,300.00	Lump Sum	\$ 2.00	\$ 56,600.00	
Welding Inspection	Subcontract	CWI	-		28,300.00	-	Linear Feet		\$ -	
Trucking	Subcontract	Haul Off Excess	1.20		28,300.00	34,064.81	CUBIC YARDS	\$ 10.00	\$ 340,648.15	
EROSION CONTROL	Subcontract	Erosion Control Sub	1		28,300.00	28,300.00	Linear Feet	\$ 2.50	\$ 70,750.00	
RESTORATION	Subcontract	Restoration Sub - 67 Acres	1		28,300.00	28,300.00	Linear Feet	\$ 6.00	\$ 169,800.00	
ASPHALT	Subcontract	Asphalt Replacement - CR3	30		1.00	30.00	SQUARE YARDS	\$ 225.00	\$ 6,750.00	
FENCE	Subcontract	Misc Fence Replacement	1		28,300.00	28,300.00	Linear Feet	\$ 1.00	\$ 28,300.00	



Core & Main  
1830 Craig Park Court  
St. Louis, MO 63146

April 12, 2022

Dear Valued Customer,

The supply chain disruption for ductile iron products continues in part due to the conflict between Russia and Ukraine, and the escalated prices on scrap metal. Our vendors have imposed new surcharges and/or price increases on shipments of ductile iron pipe. Our vendors continue to evaluate increases monthly, based on the scrap price at the time.

As a result, the invoice you receive for ductile iron products may differ from the original quotation that Core & Main provided. We will continue to base our quotes on pricing we receive at the time of bid, but these prices are subject to change as our vendors reevaluate each month.

We hope this is a not a prolonged market condition, but we continue to believe this disruption will persist as long as the Russia-Ukraine war continues, sanctions remain in place, demand continues to be strong and supply chain issues do not dissipate. Russia and Ukraine are leading exporters of pig iron which is a key ingredient in steel. Although pig iron is not primarily used in ductile iron production, the steel producers are now buying up scrap, a primary component in the production of ductile iron, to substitute for their lack of pig iron, causing scrap prices to escalate. Other key elements like nickel and magnesium are also in short supply with escalated pricing that is being passed on by our vendor partners.

Please continue to communicate with your local sales rep and Core & Main branch for any updates regarding this supply chain disruption. We will share updates as soon as we get notification from our vendor partners.

We value the trust you have placed in Core & Main and we will work diligently to service your material needs in this challenging environment.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink that reads "Jack Schaller".

Jack Schaller  
President  
Core & Main

**Local Knowledge**  
**Local Experience**  
**Local Service, Nationwide®**



ESTIMATE

BID ITEM	CATEGORY	TYPE	DESCRIPTION	QUANTITY PER INSTALL	INSTALL MEASURE	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
<b>9.1.2.2</b>			<b>Isolation Valves</b>				<b>5</b>	<b>Each</b>			\$ 324,777.00
9.1.2.2	Garney	Crew	CMAR Crew 02	0.3	Shifts Per Unit	5.00	1.25	Shifts	\$ 20,914.75	\$ 26,158.32	
9.1.2.2	Garney	Crew	CMAR Crew 03	0.5	Shifts Per Unit	5.00	2.50	Shifts	\$ 8,036.49	\$ 20,091.23	
9.1.2.2	PIPE	Pipe	42" BFV Assembly - Per Detail 33040	1		5.00	5.00	Each	\$ 9,300.00	\$ 46,500.00	
9.1.2.2	Aggregate	Material	1.5" Crushed Trench Stabilization	10		5.00	50.00	TON	\$ 33.45	\$ 1,672.50	
9.1.2.2	Concrete	Material	Concrete for Valve Box	2		5.00	10.00	CY	\$ 166.19	\$ 1,661.90	
9.1.2.2	Concrete	Material	Non-Shrink Grout on Floor	1		5.00	5.00	Each	\$ 250.00	\$ 1,250.00	
9.1.2.2	Precast	Material	Butterfly Valve Manhole - 9' Average	1		5.00	5.00	Each	\$ 3,550.00	\$ 17,750.00	
9.1.2.2	Supply House	Material	42 FLG BUTTERFLY VALVE W/21" WORM GEAR OPERATOR	1		5.00	5.00	Each	\$ 26,136.37	\$ 130,681.85	
9.1.2.2	Supply House	Material	42" BFV FLG STUD KIT w/ PTFE STUDS/WASHERS	2		5.00	10.00	Each	\$ 2,215.58	\$ 22,155.80	
9.1.2.2	Supply House	Material	42" EVOLUTION ISO KIT	2		5.00	10.00	Each	\$ 3,435.95	\$ 34,359.50	
9.1.2.2	Supply House	Material	6" VALVE EXT STEM F/2" NUT	1		5.00	5.00	Each	\$ 108.28	\$ 541.40	
9.1.2.2	Supply House	Material	OPERATOR EXTENSION STEM GUIDE	2		5.00	10.00	Each	\$ 82.22	\$ 822.20	
9.1.2.2	Supply House	Material	VALVE BOX SUPPORT PLATE	1		5.00	5.00	Each	\$ 72.97	\$ 364.85	
9.1.2.2	Supply House	Material	16 6850 VALVE BOX TOP SECTION	1		5.00	5.00	Each	\$ 78.00	\$ 390.00	
9.1.2.2	Supply House	Material	5-1/4 VLV BOX LID M/WATER	1		5.00	5.00	Each	\$ 33.00	\$ 165.00	
9.1.2.2	Supply House	Material	DEN STD 304SS PIP SUP 16"-24"	3		5.00	15.00	Each	\$ 376.29	\$ 5,644.35	
9.1.2.2	Supply House	Material	DEN STD 304SS PIP SUP 10"-15"	1		5.00	5.00	Each	\$ 304.16	\$ 1,520.80	
9.1.2.2	Supply House	Material	B25025N 1-1/2 BALL CORP MIPXCF AWWA IP X COP FLARE NO LEAD	2		5.00	10.00	Each	\$ 443.77	\$ 4,437.70	
9.1.2.2	Supply House	Material	1-1/2 SOFT K COPPER TUBE 20'	20		5.00	100.00	LF	\$ 20.64	\$ 2,064.00	
9.1.2.2	Supply House	Material	H15025N 1-1/2 CORP STOP MIPXCF	2		5.00	10.00	Each	\$ 355.08	\$ 3,550.80	
9.1.2.2	Supply House	Material	1-1/2 R&W F/P BALL VLV 5544AB	2		5.00	10.00	Each	\$ 49.48	\$ 494.80	
9.1.2.2	Coating	Subcontract	Appurtenance Poly Coating	1		5.00	5.00	Each	\$ 500.00	\$ 2,500.00	
<b>9.1.2.2</b>			<b>Protective Canal / Creek Crossings</b>				<b>2</b>	<b>Each</b>			\$ 219,466.55
9.1.2.2	Garney	Crew	CMAR Crew 02	5.0	Shifts Per Unit	2.00	10.00	Shifts	\$ 20,914.75	\$ 209,266.55	
9.1.2.2	MISC SUPPLY HOUSE	Material	Culvert Pipe	60		2.00	120.00	Linear Feet	\$ 85.00	\$ 10,200.00	
<b>9.1.2.2</b>			<b>Tunnels</b>				<b>950</b>	<b>Linear Feet</b>			\$ 3,522,114.93
9.1.2.2	Garney	Crew	CMAR Crew 03	2.0	Shifts Per Unit	5.00	10.00	Shifts	\$ 8,036.49	\$ 80,364.93	
9.1.2.2	FIBERGLASS	Material	54" Casing Pipe	1		950.00	950.00	Linear Feet	\$ 400.00	\$ 380,000.00	
9.1.2.2	Supply House	Material	Casing Spacers	1		950.00	950.00	Linear Feet	included	Included	
9.1.2.2	Supply House	Material	End Seals	1		950.00	950.00	Linear Feet	included	Included	
9.1.2.2	SHORING	Material	Trench Box Rental - 2 Boxes	4		2.00	8.00	MOUTHS	\$ 2,500.00	\$ 21,750.00	
9.1.2.2	BORE	Subcontract	Bore Package	1		950.00	950.00	Linear Feet	\$ 3,200.00	\$ 3,040,000.00	
<b>9.1.2.2</b>			<b>Dewatering</b>				<b>1</b>	<b>Lump Sum</b>			\$ 1,000,000.00
9.1.2.2	DEWATERING	Subcontract	Dewatering Plug	1		1.00	1.00	Lump Sum	\$ 1,000,000.00	\$ 1,000,000.00	

<b>Classification</b>	<b>Billing Rate</b>	<b>Hourly OT Rate</b>
Principle-In-Charge	\$ 295.00	
Regional Manager	\$ 204.00	
Sr. Project Manager	\$ 164.00	
Project Manager	\$ 141.00	
Asst Project Manager	\$ 118.00	
Project Engineer	\$ 94.00	
Sr. Superintendent	\$ 181.00	
Superintendent	\$ 147.00	
Assist. Superintendent	\$ 109.00	
Field Engineer	\$ 94.00	
Clerk / Secretary (Jobsite)	\$ 58.00	
Project Coordinator	\$ 69.00	
Safety Manager	\$ 130.00	
QA/QC Support	\$ 136.00	
Chief Estimator	\$ 153.00	
Sr. Estimator	\$ 135.00	
Estimator	\$ 114.00	
Foreman (Job Foreman)	\$ 90.00	\$ 135.00
Lead Excavator Operator	\$ 83.00	\$ 124.50
Backfill Excavator Operator	\$ 70.00	\$ 105.00
Pipe Layer	\$ 62.00	\$ 93.00
Top Man	\$ 60.00	\$ 90.00
Laborer	\$ 56.00	\$ 84.00
General Operator	\$ 69.00	\$ 103.50
Intern / Co-Op	\$ 54.00	\$ 81.00



**EXHIBIT C**

**NEWT 3 Pipeline**

**Insurance Requirements**

**Workers' Compensation**

State:	<u>Statutory</u>
Federal, if applicable (e.g., Longshoreman's):	<u>Statutory</u>
Employer's Liability:	
Bodily injury, each accident	\$ <u>500,000</u>
Bodily injury by disease, each employee	\$ <u>500,000</u>
Bodily injury/disease aggregate	\$ <u>1,000,000</u>
Foreign voluntary worker compensation	<u>Statutory</u>

**Contractor's Commercial General Liability**

General Aggregate	\$ <u>5,000,000</u>
Products - Completed Operations Aggregate	\$ <u>2,000,000</u>
Personal and Advertising Injury	\$ <u>1,000,000</u>
Each Occurrence (Bodily Injury and Property Damage)	\$ <u>2,000,000</u>

**Professional Liability**

Occurrence	\$ <u>1,000,000</u>
General Aggregate	\$ <u>2,000,000</u>



September 30, 2022

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

RE: On-Call Engineering, Surveying, and Regulatory Compliance Services – Proposed Scope of Work and Statement of Qualifications

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) is submitting our proposed Scope of Service and Statement of Qualifications (SOQ) to provide professional On-Call Engineering, Surveying, and Regulatory Compliance Services for the North Weld County Water District (NWCWD). This proposed scope of services is based on recent discussions with NWCWD.

Trihydro is a well-established, Rockies-based engineering and environmental consulting firm that has been in the business of providing infrastructure, surveying, regulatory compliance, and environmental services for over 37 years. Our professional staff have the experience and technical knowledge to successfully manage and deliver projects within the scope of the NWCWD's anticipated future work.

We understand the importance of having nearby consultants involved with projects, as well as available to be onsite to discuss various project components. We have over 200 employees based out of offices in Fort Collins and Golden, Colorado and Cheyenne and Laramie, Wyoming. Trihydro also has an additional 335 personnel in our nationwide offices to assist with project needs if required.

Trihydro is providing this general scope of services for professional On-Call Engineering, Surveying, and Regulatory Compliance Services for the NWCWD. We will be available to NWCWD staff to generally, but not limited to, address engineering, surveying, and regulatory compliance questions; document and prepare reviews; provide agency coordination; and attend NWCWD Board meetings. Trihydro will also be available for construction administration, observation and reporting services. General scope of service activities include:

- Water Distribution and Sanitary Sewer Collection
- Wastewater Treatment
- Water Treatment and Supply
- Plan and Development Reviews
- Construction Administration, Observation and Reporting
- Environmental Clearance, Compliance, Remediation, Permitting and Planning
- Stormwater Engineering
- Land Surveying
- Roadway Schematic Planning and Design
- Water and Wastewater System Regulatory Compliance Assistance
- Computer-Aided Design and Drafting (CADD) and Geographic Information Systems (GIS) Assistance

Personnel biographies are included in our attached SOQ. Detailed resumes can be provided upon request.

Trihydro looks forward to building a successful and long-standing working relationship with NWCWD. We welcome the opportunity to meet and discuss our SOQ in more detail.

Sincerely,  
Trihydro Corporation



**Trihydro Corporation**  
1252 Commerce Drive  
Laramie, WY 82070  
(307) 745-7474  
www.trihydro.com



*Michelle L.D. Sell*  
**Michelle L.D. Sell, PE**  
Project Manager



*Tammy Reed*  
**Tammy Reed, PE**  
Senior Vice President



**Proposed Scope of Work and Statement of Qualifications**

September 30, 2022

**On-Call Engineering, Surveying, and Regulatory  
Compliance Services**

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



2400 Midpoint, Suite 170 | Fort Collins, CO | 970/492.6022  
15000 W. 6th Ave. Service Road, Unit 100 | Golden, CO | 303/679.3143  
1252 Commerce Drive | Laramie, WY | 307/745.7474  
3001 E. Pershing Blvd., Ste. 110 | Cheyenne, WY | 307/635.3616

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- APPENDIX B ..... TRIHYDRO MARKET PROFILES
- APPENDIX C ..... TRIHYDRO PROJECT CASE STUDIES



## 1.0 GENERAL SCOPE OF SERVICES

Trihydro Corporation (Trihydro) is providing this general scope of services for professional On-Call Engineering, Surveying, and Regulatory Compliance Services for the North Weld County Water District (NWCWD). Trihydro will be available to NWCWD staff to generally, but not limited to, address engineering, surveying, and regulatory compliance questions; document and prepare reviews; provide agency coordination; and attend NWCWD Board meetings. Trihydro will also be available for construction administration, observation, and reporting services.

Trihydro proposes billing labor hours and expenses on a time and material basis. Our 2023 Schedule of Charges is included as Appendix A. Trihydro understands there may be projects NWCWD requests a detailed scope and fee estimate prior to commencing activities.

General Trihydro scope of service categories include:

- Water Distribution and Sanitary Sewer Collection
- Wastewater Treatment
- Water Treatment and Supply
- Plan and Development Reviews
- Construction Administration, Observation and Reporting
- Environmental Clearance, Compliance, Remediation, Permitting and Planning
- Stormwater Engineering
- Land Surveying
- Roadway Schematic Planning and Design
- Water System Regulatory Compliance Assistance
- Computer-Aided Drafting (CADD) and Geographic Information System (GIS) Assistance

Additional information is provided in Appendix B regarding experience and qualifications in these categories.

## 2.0 GENERAL FIRM QUALIFICATIONS

Trihydro is an engineering and environmental consulting firm that has been headquartered in Laramie, Wyoming, for over 37 years. We are a mid-sized company with 28 branch and field offices in 11 states, including nearby offices in Fort Collins and Golden, Colorado and Cheyenne and Laramie, Wyoming. We are submitting this Statement of Qualifications (SOQ) to provide the NWCWD professional consulting services and serve as an extension of your staff. We have extensive experience with civil, transportation, and utility engineering design; environmental, surveying, public works, and plan and development services. We employ experienced civil and environmental engineers, software developers, geologists, ecologists, and surveyors who have expertise with projects including utility evaluation and design (water distribution/treatment and sanitary sewer collection/treatment), water storage tank evaluation and design, hydrologic and hydraulic modeling and design of stormwater facilities, professional land surveying, dam and levee design and permitting, environmental assessments, and CADD and information system services. As civil engineers for local communities, utility, and water districts, we have completed similar scope projects for clients in the Rockies and in Central Texas, including but not limited to the Cheyenne Board of Public Utilities, City of Laramie, City of Sundance, Albany County, Larimer County, Green Valley Special Utility District, Travis County Water Control and Improvement District No. 17, and Canyon Regional Water Authority. Select project case studies are provided in Appendix C, and additional project case studies can be provided, if requested.

Trihydro understands the importance of consistency; therefore, we strive to maintain key team members on a project from start to finish. For future NWCWD work, Trihydro will assemble a team of professionals with the experience, individual expertise, and previous applicable design experience. Through a professional and personal commitment to our engineering, environmental, planning, and survey projects, we have established long-term relationships with clients in the private and public sectors. Trihydro's professional staff of civil/environmental engineers, land surveyors, and technical specialists work as a unified team to develop and refine plans and designs that are in sync with our clients' business objectives and goals.

Trihydro is committed to providing our clients with design excellence, cost effectiveness, and timely project delivery. Our staff of professionals possess broad training and experience in project evaluation, engineering design development, cost estimating, permitting through federal, state, regional and local agencies, contract administration, construction observation services, land surveying, technical analysis, and complete project management. Our comprehensive services cover engineering and environmental aspects including engineering, design, project management, construction management, environmental consulting, technical data acquisition and analysis, quality assurance/quality control (QA/QC), and operation and maintenance. Throughout each project, Trihydro's CADD and information systems resources provide innovative and cost-effective support integral to the project team.

Our project team(s) offer the following:

**Experience.** Trihydro and members of our team have been working on local government, municipal, and other public entities projects, since the early 1980's. We are familiar with working with various design standards and specifications and through our experience are able to develop special provisions and supplementary specifications for comprehensive project delivery.

**Resources.** Trihydro currently has 205 professional and support personnel based in our Fort Collins, Golden, Cheyenne, and Laramie offices, and will allocate resources to achieve project milestones in accordance with established time schedules. We continue to actively recruit and hire local professionals and plan to expand our local resources by three to five in 2023.

Specific advantages our project team offers the NWCWD include:

**Technical Expertise.** Trihydro is a mid-sized, fully-integrated firm with a diverse staff of engineers, geologists, surveyors, construction managers, software developers, and communication specialists who manage various types of technical and/or regulatory issues that a project may present. We have relevant, recent, and successful experience with complex engineering and environmental services for local government-related projects and committed senior management and technical leadership to actively direct, manage, and complete the NWCWD's projects.

**Communication Success.** Trihydro uses Microsoft SharePoint to communicate with project team members. The cloud-based Microsoft SharePoint site will be used to store project documents such as meeting minutes, schedules, and other shared data and reports between our team members and NWCWD.

**Technical Studies and Data Integration.** Trihydro employs technical staff capable of conducting various types of technical studies, analyzing data from a variety of sources, and developing software tools that result in higher quality services and work products. Trihydro's Technology Services Business Unit provides the development, management, implementation and support of intuitive software data solutions that are powerful, yet easy to use.

**Local Personnel.** Trihydro's has a local "next door" presence – our offices in Fort Collins, Golden, Cheyenne, and Laramie are well situated to assist the NWCWD on a variety of technical tasks. Our local offices allow us to be highly responsive and have the right people in the right place at the right time. Our offices also have modern technology-equipped meeting facilities for online, interactive meetings, which we offer for efficient and effective project forums.


**Strong Ethics.** Trihydro brings a strong code of professional ethics to its projects and can be counted on to "do the right thing." Trihydro exemplifies this commitment in our day-to-day interactions with clients, stakeholders, regulatory personnel, and the public. We will bring this level of commitment to the NWCWD.

**Health and Safety.** Trihydro is committed to the health and safety of all its employees, team members, and clients. Maintaining a safe work environment is a primary concern of Trihydro's management, and our company's philosophy that all incidents are preventable. We recognize that most projects present health and safety challenges, and we will proactively address those items before we conduct field activities.

**Big Picture Approach.** We understand there is no “magic bullet” or “one-size-fits-all” solution to every project. We evaluate alternative approaches that address the full scope of work and include cost-saving ideas and green technologies. We recognize the NWCWD will ultimately decide how the tasks are completed, and we believe one of our responsibilities will be to provide realistic, goal-oriented options for the NWCWD’s consideration. We will work with the NWCWD project managers to carefully consider the complex priorities associated with project activities, including cost, time to complete activities, technical applicability, regulatory acceptance, possible human health exposure, and overall net sustainability.

**Timely and Effective Communication.** Successful projects are rooted in high-quality communication. Our goal is to continue to maintain a strong, cooperative, effective relationship with the NWCWD to ensure successful projects that ultimately benefit the community.

In summary, our multi-disciplinary project team has the expertise, local resources, and strong commitment to assist the NWCWD. We are fully prepared to address the variety of technical, engineering, and regulatory challenges required to successfully complete the NWCWD’s engineering, environmental, technological, and surveying projects.



“Trihydro has proven themselves to be a true partner to our operation; invested in our long-term success, our staff, and the community. There are very few others as knowledgeable in regulatory and technical waste issues.”

- Andrew Frey, Superintendent of Operations, Fremont County Solid Waste Disposal District

### 3.0 QUALIFICATIONS OF KEY PERSONNEL



**Michelle Sell, P.E., Project Manager**, has 23 years of experience in civil infrastructure and water resources engineering. She is knowledgeable in the evaluation and design of civil site projects, as well as the design of gravity sanitary sewer lines, water lines, and stormwater lines. Her background includes a variety of experience on civil site and building projects, including performing condition assessments, evaluating stormwater conveyance, evaluating traffic patterns, preparing permitting documents, and preparing phasing options. Ms. Sell has been managing projects for over 15 years and is recognized by her peers for her organization and collaboration skills. She is experienced with managing scope, schedule, and budget for a variety of civil engineering projects. As Trihydro's Rocky Mountain Infrastructure and Water/Wastewater Team Leader, she manages resources and provides resource allocation to best serve our clients and projects. Michelle is based in our Laramie, Wyoming office.



**Tammy Reed, P.E., Principal-In-Charge**, serves as Trihydro's Infrastructure & Natural Resources Business Unit Leader and Senior Vice President. Ms. Reed has practiced engineering consulting for over 30 years. Her background includes civil, water resources, and transportation engineering. Her experience includes managing projects and personnel, permitting, performing water and wastewater system evaluations, public involvement, developing construction plans and specifications, providing bidding assistance, construction administration and monitoring, and QA/QC reviews. She has worked on many multi-agency projects, some that included several stakeholders, and understands the value of public involvement, relations, and education. Tammy is based in our Laramie, Wyoming office.



**Jade Gernant, P.E., Senior Project Engineer**, has more than 27 years of experience in civil design and construction projects, including water and wastewater systems and roadways. His experience includes preparation of preliminary engineering reports for project funding, construction cost estimating, feasibility studies, design reports for project permitting, pipe material selection matrices, and preparation of construction plans and specifications. Jade's water system experience includes design and construction of pipeline projects ranging in size from 8-inch diameter distribution pipelines to 36-inch diameter transmission mains with exposure to the design and installation of various materials including PVC, high-density polyethylene (HDPE), ductile iron, mortar lined and coated steel, and pre-stressed concrete cylinder pipe (PCCP). Jade is based in our Laramie, Wyoming office.



**Jay Ligocki, P.E., Senior Engineer**, has over 28 years of experience in design and construction administration for site, urban streets, water, sewer and storm drainage facilities. He possesses a wealth of technical knowledge and expertise demonstrating innovative and cost-effective solutions and strong client relationships. Jay stays in close contact with the project team and is known to be both responsive and creative in his approach to design and construction oversight. Jay has worked extensively with various standard specifications and details and has been involved with many projects ranging from project inspection to project management. Jay is based in our Cheyenne, Wyoming office.



**Loren Eldridge-Looker, P.E., Lead Project Engineer**, serves as a Lead Project Manager/Engineer and Group Manager for Trihydro's Infrastructure and Water/Wastewater Rocky Mountain Team. Mr. Eldridge-Looker has 13 years of experience in civil engineering, water resources, and environmental monitoring. His experience includes project management; design, reporting, permitting, and construction management for water supply, storage, and distribution infrastructure; wastewater infrastructure and treatment; transportation infrastructure; hydraulic and hydrologic design; and dam permitting and rehabilitation. His technical background includes design and modeling of civil infrastructure and hydraulic structures. He has been responsible for stakeholder coordination and public outreach; project management/coordination; contractor management; bid document preparation, technical specifications, and construction drawings; as well as developing budgets, cost estimates, and project schedules. Loren is based in our Laramie, Wyoming office.





**Karla Greaser, P.E., Lead Project Engineer**, has 16 years of civil engineering consulting experience. Karla serves as a Lead Project Manager/Engineer and Group Manager for Trihydro Infrastructure and Water/Wastewater Rocky Mountain Team. Her experience includes project management and civil site design, including architectural building team coordination, site layout and paving design, mass grading, specific spot grading, surface water management, and utility system design. She is also experienced in infrastructure design, including design of new water and sanitary sewer line installations, as well as replacement of existing water and sanitary sewer lines. Her project management experience includes preparation of design plans and specifications, QA/QC, managing project budgets, and scheduling. Karla is based in our Laramie, Wyoming office.



**Richard Jacobson, E.I.T., Staff Engineer**, is an Engineer in Training (E.I.T) with over 6 years of civil engineering, civil design, and drafting experience. He is the Trihydro GIS and CADD Services Team Leader, a team of 12 GIS and CADD experts. Mr. Jacobson is an AutoCAD certified professional, and his engineering software expertise includes Autodesk Civil 3D and Bentley's WaterGEMS, FlowMaster, MicroStation, and OpenRoads Designer programs. He also serves as a Trihydro project manager and project lead, successfully managing projects from proposal to final completion and has experience in construction observation and documentation. Additionally, he provides company-wide AutoCAD and Civil 3D training and assists Trihydro IT staff with Autodesk software installations and configurations. During his career Mr. Jacobson has worked on projects throughout the country, and beyond, utilizing and adapting to many different design guidelines and CADD standards. Richard is based in our Fort Collins, Colorado office.



**Mark Kronberg, Project Engineer and Construction Administrator/Observer**, has over 10 years of experience as a Construction Engineer and Project Management Professional. He holds a degree in Construction Engineering Technology, as well as a Master of Business Administration and a successful track record of leading projects valued at up to \$90M. His professional experience includes overseeing, motivating, and directing a multifaceted staff of project professionals, including subcontractors. He is well-versed in all aspects of construction administration, implementation process management, process strategy development, short- and long-term project planning, budget management, and cost-effectiveness. Mr. Kronberg is recognized and respected for facilitating, executing, planning, and delivering projects on time, within scope, and under/within budget. He is an effective communicator with strong interpersonal skills and works cohesively with key stakeholders to define project scope and objectives. Mark is based in our Laramie, Wyoming office.



**Reed Meriwether, P.E., Senior Technical Advisor**, serves as a Senior Engineer and Technical Advisor for a variety of water and wastewater projects. Mr. Meriwether has over 30 years of experience in water, wastewater, reclaimed water and stormwater projects. He possesses a wealth of technical knowledge and expertise demonstrating innovative and cost-effective solutions and strong client relationships. Reed is currently working on the Cheyenne Board of Public Utilities North Tank Project in Cheyenne, Wyoming. This project is a 6 MG water storage tank. Reed is based in our Fort Collins, Colorado office.



**Phil Burkhalter, Ph.D., P.E., C.F.M., Senior Water Resources Engineer**, is a Certified Floodplain Manager and has over 25 years of experience working in water resources and environmental consulting and research. With an emphasis on Water Resources Planning and Management, his work has included decision support system development and implementation, flood forecasting model development, groundwater flow and quality modeling, water allocation studies, water rights, and application of several hydrologic and hydraulic models. Additionally, he has served for many years as a Program and Project Manager for several clients including the U.S. Army Corps of Engineers and the National Weather Service. Phil is based in our Fort Collins, Colorado office.



**Paul Klemperer, P.L.S., CFedS**, is Trihydro’s Team Leader for survey and Unmanned Aircraft System (UAS) services, is a project manager for all phases of survey work, is professionally licensed in several States including Colorado, and has a CFedS certification. He has over 30 years of professional land surveying experience that includes boundary, American Land Title Association (ALTA), annexation, right-of-way, topographic and hydrologic surveys; preparation of subdivision, annexation, boundary line adjustment, and rezone plats; and has been in responsible charge for engineering surveys and construction staking of numerous subdivision, highway, pipeline, water resources, and reclamation projects. Mr. Klemperer has been a Project Manager on a wide variety of projects in the Rocky Mountain Region, surveying and performing research and title review for these same projects. Mr. Klemperer is proficient with Trimble GPS equipment, TBC software, and AutoCAD. Prior to joining Trihydro 13 years ago, Mr. Klemperer worked for 16 years surveying numerous land development projects primarily along the Front Range of Colorado. Mr. Klemperer is experienced in the re-survey of the Public Land System, specializes in boundary resolution and is a trained UAS observer providing support for our UAS program. Paul is based in our Fort Collins, Colorado office.



**Dan Kricken, P.L.S., Project Surveyor and UAS Specialist**, has over 21 years of professional land surveying experience that includes control and boundary, right-of-way, topographic, planimetric, and hydrologic surveys, and construction staking. His areas of expertise include land surveying, drafting, and construction staking. Mr. Kricken’s experience includes road rights-of-way projects throughout Wyoming. He has worked on numerous projects for municipalities including retracing urban road rights-of-way, establishing control for aerial mapping, and topographic and planimetric surveys of multiple municipal building sites and road construction. Mr. Kricken is proficient with Trimble GPS equipment and software, Total Stations, Levels, and AutoCAD Civil 3D. He is also a Federal Aviation Administration (FAA) Certified Part 107 Remote Pilot. Dan is based in our Laramie, Wyoming office.

Trihydro adopted the “Code of the West” in 2005 as our corporate code of conduct, and we use it to guide our services to clients each day.

1. Live each day with courage
2. Take pride in your work
3. Always finish what you start
4. Do what has to be done
5. Be tough, but fair
6. When you make a promise, keep it
7. Ride for the brand
8. Talk less and say more
9. Remember that some things aren’t for sale
10. Know where to draw the line

*Code of the West*

Over a decade ago, we came across a book titled ‘Cowboy Ethics, What Wall Street Can Learn from the Code of the West’. As a company born in the Rocky Mountain West, we felt the core message of the book closely matched the way we operate our business, and reflects our corporate culture. Therefore, the Code of the West was memorialized as part of our corporate code of conduct in 2005. We are proud to bring these values to each project we work on.

## 4.0 ABILITY TO PERFORM REQUESTED SERVICES

Trihydro understands project management is, first and foremost, crucial to completing a project on time and within budget. Good communication is critical between NWCWD Staff and Trihydro's Project Manager. Upon individual project award, Ms. Michelle Sell will identify the NWCWD's specific point of contact and provide frequent updates and regular communication. With engineers and surveyors staffed in Fort Collins, Golden, Cheyenne and Laramie, Trihydro is well positioned to meet the NWCWD's requests. Moreover, Trihydro has other professional teams including CADD, GIS, and environmental services that could be beneficial to the NWCWD depending on specific project needs.

We recognize there is no "magic bullet" or "one-size-fits-all" solution to every project or site. If selected, we will recommend optimal project approaches to address the NWCWD's required tasks. The NWCWD will ultimately decide how tasks are completed, but we believe one of our responsibilities will be to provide feasible, goal-oriented options for consideration. We will actively coordinate with the NWCWD to define project priorities including timing and scheduling of task goals, cost, technical solutions, regulatory acceptance, public acceptance, and overall net sustainability.

### 4.1 Project Communication

Trihydro believes communication is one of our best tools in meeting project objectives, managing budget, and completing work as scheduled. Effective communication is critical to keeping a project on course, and Trihydro continually strives for clear and consistent communication with our clients, project team, and other stakeholders. Trihydro's Project Manager will:

- Establish a communication list at the scoping/kick-off meeting for effective communication of project objectives, budget, work plan, reporting, schedule, and deliverables.
- If requested, develop a written communication plan identifying the methods and lines of communication for the project team, and maintain an internal communication plan that is clearly articulated even without required written plans.
- Routinely provide updates on work progress and communication relating to the project (often weekly).
- Return communication in a timely manner.
- Maintain accurate records of discussions and decisions on project issues, including meeting notes for discussions between Trihydro and the NWCWD, especially when other stakeholders are participating.
- Employ an "open door" policy to encourage the NWCWD to communicate ideas and feedback at all stages of a project and communicate issues on the day they arise.

### 4.2 Meeting Project Schedules

Completing awarded assignments on schedule is critically important. Ms. Sell is accustomed to managing a broad range of projects, from relatively simple, short-term projects to complex, multi-year endeavors. She can quickly identify and foresee project issues and concerns, provide mitigation measures and options, and bring these to the NWCWD's attention, allowing for timely resolution. Trihydro's project schedule approach includes:

- Establish a detailed schedule with clearly defined tasks and deliverables
- Monitor task progress daily
- Make schedule review a part of the project management plan
- Meet regularly with NWCWD project managers regarding project progress
- Establish hard completion dates throughout the project planning process

These factors help maintain project schedule, but more importantly, reduce elements that typically cause schedule delays. Through our past project experience, our team has demonstrated its ability to define and maintain project schedules and sustain project momentum.

### 4.3 Quality Assurance/Quality Control (QA/QC)

We take pride in our work and build quality and value into everything we do. Client satisfaction is of utmost importance, be it a report, drawing package, submittal review, or complex data files. To foster a culture of outstanding quality, we are committed to a rigorous quality management system that make quality a basic business principle. This operating philosophy focuses on client satisfaction achieved through meeting clients' expectations and requirements in a timely manner. Conformance to client requirements and meeting their expectations are the responsibility of each Trihydro employee. Our goal is to continue providing high-quality services for the mutual benefit of our clients and employees.

Our culture principles are documented in (1) our corporate Quality-Management System (QMS) Manual; (2) written procedures for field, laboratory, engineering/ design, site operations, and reporting; (3) assigned responsibilities for compliance and verification; and (4) feedback/corrective action procedures to continually improve quality. Our approach for using these four elements has evolved over decades of fieldwork expertise, subcontractor management, and engineering work.

## 5.0 TRIHYDRO'S AREAS OF SPECIALTY

### 5.1 Who We Are

Founded and headquartered in Laramie, Wyoming in 1984, Trihydro is an engineering and environmental consulting firm started by 3 individuals with a vision and a passion for developing sustainable solutions. In the early years, Trihydro was known and named for its technical expertise in geology, chemistry, and engineering. Since that time, we have advanced purposefully – in environmental science, engineering, surveying, technology, and regulatory compliance – to help our clients achieve their objectives.

Today, Trihydro has approximately 500 employees and 28 branch and field offices throughout the nation, and we continue to challenge ourselves to provide effective, responsive, and safe solutions. We are dedicated to upholding a company-wide culture reflecting our core principles of integrity, honesty, and respect. The quality of our work, the value of our brand, and the dedication of our employees is carried into every project we take on.

### 5.2 Core Service Areas

Trihydro's core service offerings include:

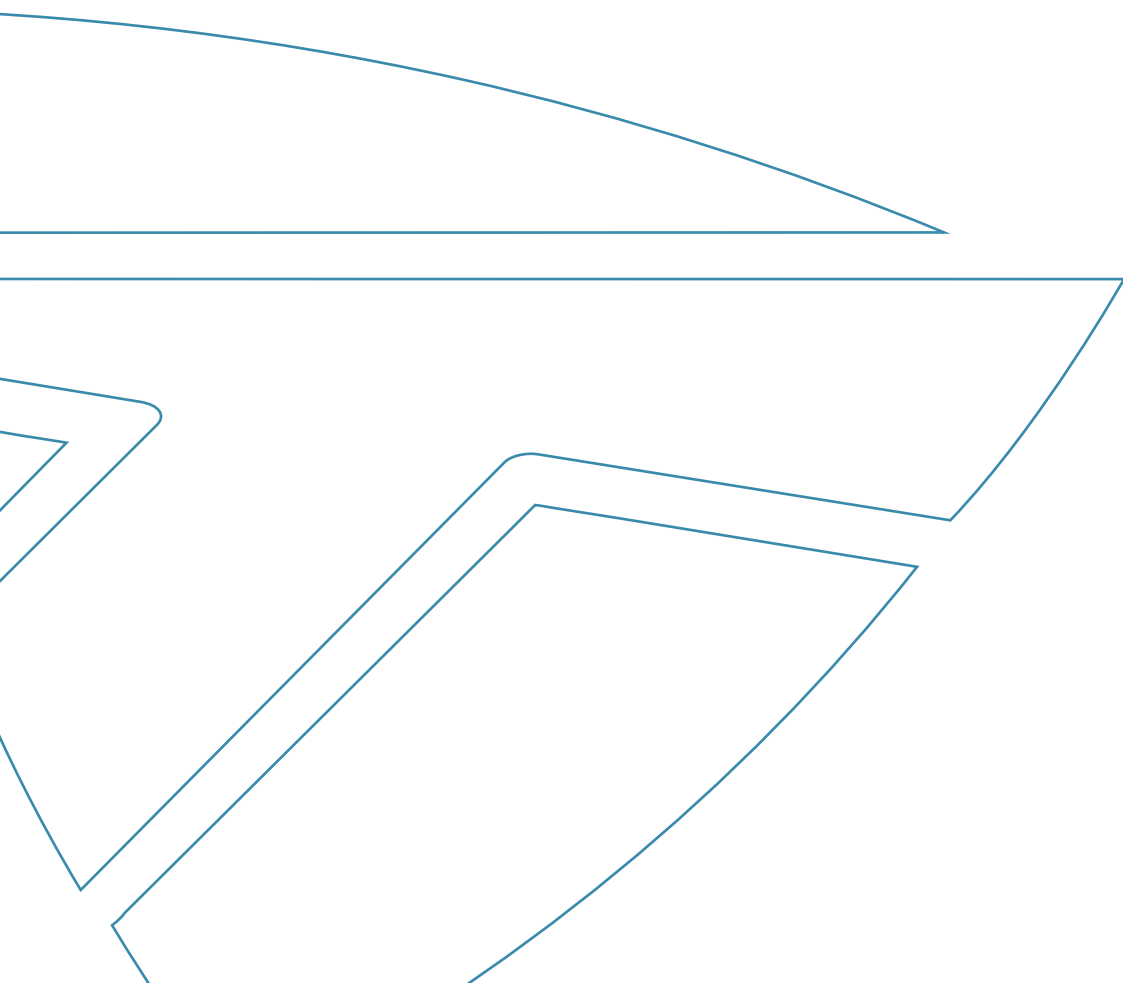
- Air Consulting
- Decommissioning and Reconfiguration
- Ecological Services
- Emerging Contaminants
- Planning, Permitting, Management, and Regulatory Compliance
- Environmental Remediation
- Site Assessment, Characterization, and Modeling
- Human Health and Ecological Risk Assessment
- Infrastructure
- Land Reclamation
- Natural Resource Management and Resilience
- Solid Waste Management
- Stormwater Management
- Surveying and UAS Services
- Technology Consulting
- Water Resources
- Water and Wastewater Treatment

### 5.3 Commitment to Working Safely

Trihydro is rooted in a strong safety culture that emphasizes personal responsibility and hazard avoidance or mitigation. "Our Safety is My Responsibility" is a foundation of Trihydro's safety culture, and supported from Trihydro's President, Kurt Tuggle, down to our field technicians. Our goal is to implement project activities with zero incidents. In 2021, Trihydro surpassed two million hours of work without an Occupational Safety and Health Administration (OSHA) recordable incident or injury. We believe every safety incident is preventable and that the "Goal of Zero" is achievable. We are proud to celebrate this recent safety milestone and are committed to delivering trusted solutions safely.

## Appendix A

# Trihydro Schedule of Charges



# TRIHYDRO STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2023 - DECEMBER 31, 2023 <sup>2, 3, 4</sup>

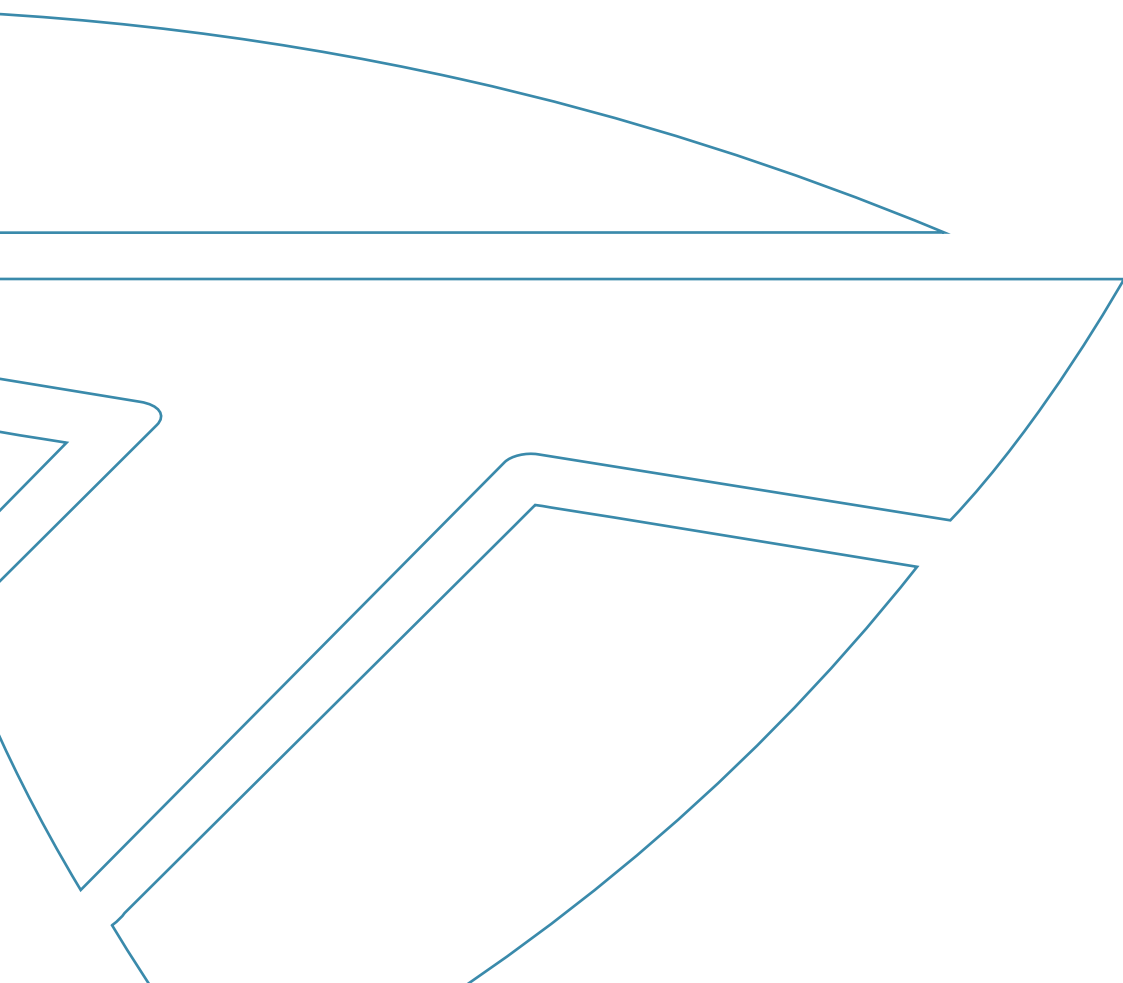
<u>PERSONNEL</u>	<u>UNIT RATE</u> <sup>1, 7</sup>
Senior Principal-----	250.00/hour
Principal-----	228.00/hour
Project Principal-----	208.00/hour
Technical Specialist 4-----	263.00/hour
Technical Specialist 3-----	246.00/hour
Technical Specialist 2-----	231.00/hour
Technical Specialist 1-----	220.00/hour
Professional Level 12-----	215.00/hour
Professional Level 11-----	200.00/hour
Professional Level 10-----	186.00/hour
Professional Level 9-----	173.00/hour
Professional Level 8-----	155.00/hour
Professional Level 7-----	142.00/hour
Professional Level 6-----	127.00/hour
Professional Level 5-----	115.00/hour
Professional Level 4-----	105.00/hour
Professional Level 3-----	96.00/hour
Professional Level 2-----	87.00/hour
Professional Level 1-----	80.00/hour
Technician Level 8-----	128.00/hour
Technician Level 7-----	118.00/hour
Technician Level 6-----	109.00/hour
Technician Level 5-----	101.00/hour
Technician Level 4-----	90.00/hour
Technician Level 3-----	81.00/hour
Technician Level 2-----	73.00/hour
Technician Level 1-----	64.00/hour
Administrative 4-----	84.00/hour
Administrative 3-----	74.00/hour
Administrative 2-----	65.00/hour
Administrative 1-----	54.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem <sup>6</sup> -----	\$59/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Project-Specific Cost Estimate
Consumable Field Supplies and PPE-----	See Project-Specific Cost Estimate
Company Vehicles (daily) <sup>5</sup> -----	\$95/day min or 62.5 cents/mile
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2023.
5. Minimum charge of \$95/day. Daily mileage exceeding 152 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to review and preparation of documents, preparation for and time spent in depositions, and preparation for and time spent during arbitration or trial testimony, as well as related research and evaluation, shall be charged at 2.0 times the individual's billing level.



## Appendix B

# Trihydro Market Profiles





## INFRASTRUCTURE

Trihydro understands how critical civil engineering and design services are to the public and private sectors. We provide sustainable civil engineering, transportation planning, site development, infrastructure, and environmental services to address community needs nationwide.

Our infrastructure team members are engineers and geologists who specialize in civil, structural, water resources, and environmental engineering. Additionally, Trihydro has specialty services that provide project value including route surveys, ecological assessments, wetland delineations, and environmental compliance support.

We offer Computer Aided Design (CAD) and Geographic Information System (GIS) technology services, as well as hydraulic and hydrologic modeling to generate, manage, and analyze data. It is our experienced and skilled technical staff's goal to provide efficient, cost-effective services that solve our clients' complex engineering challenges.

We also recognize that stakeholder and/or public engagement is often vital for infrastructure project success. We develop participation plans with the goal of finding common ground among divergent interests. We capture and address input; provide visual aids for a shared understanding of ideas and concerns; and develop action items to address and balance needs. Our participation process garners stakeholder and public support.

Trihydro's approach to project management is to function as an extension of our client's staff. Our project managers and technical staff communicate regularly outlining objectives, developing plans, implementing cost-effective solutions, and communicating results. Each project manager at Trihydro attends our in-house Project Management (PM) Training Program. Our PM Training Program provides consistency in how projects are managed and our approach to meeting our client's expectations.

We combine our experience, thorough project planning, and innovative approaches helping you plan for the future. We can help you achieve your project goals, while maintaining safety and keeping your bottom line a priority.

### Contact



**Tammy Reed, P.E.**  
Team Leader,  
Infrastructure

307.745.7474  
treed@trihydro.com

### Market Segments Served

- Transportation
- Power
- Developments

### Services

- Air Quality and Process Management
- Engineering and Surveying
- Environmental
- IT Resources
- Water and Natural Resources

*In-house Project Management Training Program – Trihydro has invested over 1800 hours in the talent and expertise of our employees, which provides value and consistency to our clients.*





## MINING & NATURAL RESOURCES

Trihydro was founded in Wyoming, the leading mining employment and coal producing state, as well as a leading bentonite, uranium, trona, natural gas, coal bed methane, and crude oil producer. Wyoming also is a headwaters state for numerous river systems. Accordingly, one of Trihydro's core business services is providing technical and professional support to the Mining and Natural Resources markets. Mining and Natural Resources projects take place in our staff's back yards. As such, we not only understand the importance of mineral commodities and natural resources to everyday life, but also the positive influence these projects have on the economy and the importance of developing and managing these resources in a fiscally and environmentally sound manner.

Whether you are looking to develop a surface water or groundwater source, develop a new mineral property, or manage project liabilities, Trihydro has the expertise to support your company goals, environmental needs, and regulatory needs. Trihydro's mining experience spans most project phases; our services include baseline water, soil, overburden, and mineral sampling and National Environmental Policy Act (NEPA) permitting, mine permitting, annual reporting and renewals, land surveying (including FAA-compliant unmanned aerial vehicle (UAV) capabilities), design, operations support, reclamation, monitoring and maintenance, and closure. Our team has worked on a variety of mining commodities covering hard and soft rock, and have assisted with surface, underground, and in-situ operations.

Trihydro offers a diverse array of natural resources consulting services and has assisted clients through all project phases, including site investigations, permitting, sampling, reclamation, design, construction, and compliance. We are recognized as specialists in water resources with extensive experience in identifying and developing water sources, as well as in managing and protecting existing water resources. Our demonstrated technical and regulatory expertise enables us to offer timely and economical solutions to our clients in order to achieve and maintain environmental compliance.

Trihydro has a long-standing commitment to balancing the needs of commerce and industry with environmental protection. Our understanding of the reclamation process is an advantage in developing mine or project plans that optimize project footprints and minimize both reclamation efforts and environmental risk. Historically and today, our consulting practice embraces a focus of helping our clients achieve critical mining and natural resource planning, development, and protection goals safely and effectively.

### Contact



**Mark Donner, P.E.**  
Civil/Environmental  
Engineer

307.745.7474  
mdonner@trihydro.com

### Market Segments Served

Abandoned Mine Land  
Operating Mines  
Water Resources & Supply

### Services

Air Quality and Process Management  
Engineering and Surveying  
Environmental  
IT Resources  
Water and Natural Resources

*Our well-rounded team can provide cradle to grave services that include due diligence, NEPA permitting, permit administration, design, construction administration, operations support, reclamation, monitoring and maintenance, and closure for most mining operations.*



## INFRASTRUCTURE & CIVIL SITE DESIGN ENGINEERING & SURVEYING

Trihydro understands that site conditions vary by project and there is not a “one size fits all” approach to civil site and infrastructure design. Our experience ranges from preparing site grading plans and designing water and wastewater systems through preparing plans, specifications, and design reports.

Trihydro’s pipeline design experience includes raw water, treated water, wastewater, and stormwater conveyance projects in a variety of settings (including municipalities, refining facilities, urban and rural street corridors, mining facilities, and water and wastewater treatment facilities). Our designers stay abreast of the latest professional practices and state-of-the-art software for modeling and designing water, sanitary sewer, and stormwater systems. Trihydro’s project team is also experienced with the preparation and filing of right-of-way and construction easement documents. Easement concerns are addressed as a part of the design process. The collective experience of our engineering team gives us an extensive knowledge base of design tools and procedures that we apply to various projects to deliver on our commitment to produce a design that meets or exceeds our client’s expectations and project goals.

Our site design experience includes the design of well pads, parking lots, community buildings, and subdivisions. Each site brings its challenges to manage stormwater, as well as to have the grading meet the client’s goals. Trihydro coordinates closely with the project team to design a site that meets regulatory and client objectives.

### Services

- Evaluation and design of water systems, water distribution, and services lines
- Evaluation and design of sanitary sewer systems, collection, and service lines
- Evaluation and design of stormwater management systems
- Preparation of design reports and permitting
- Preparation of easement documents
- Site grading design

### Contact



**Michelle Sell, P.E.**

Team Leader,  
Infrastructure &  
Water/Wastewater

307.745.7474  
msell@trihydro.com

*Continued on back*

## INFRASTRUCTURE & CIVIL SITE DESIGN

Trihydro incorporates a stringent quality control review into the design and construction process. Our experience has been that this extra effort up front pays large dividends in cost savings during construction. Our quality control process allows us to verify that information is consistent throughout the plan documents and that the project is constructible. Trihydro understands that successful construction projects begin with quality design plans and specifications.

Detailed construction observation and record keeping is invaluable to the long-term maintenance and operation of a utility system. As-constructed drawings are a significant tool to utility crews when maintenance and repair activities are required. As-constructed drawings, when paired with photo logs, provide the reference information to quickly determine the tools and materials required to make repairs and modifications.

Trihydro has been involved in a wide range of regulatory permitting for over 25 years. We have long-standing working relationships with the various local, state and federal agencies that are involved with various projects. We interact with regulatory personnel in a positive, productive manner to best serve the long-term interests of our clients. We also prepare and submit regulatory documents and permit applications that are complete, well-organized, and comprehensive. Close coordination with regulatory agencies prior to submittal of an application is key to presenting the correct information the first time. Continued communication with appropriate regulatory agencies during preliminary through final phases of a project minimizes the likelihood of misunderstandings or disagreements that can be costly to the project.



Serving public and private clients, Trihydro's civil engineers manage the permitting and design processes necessary to get projects approved and implemented.



In today's regulatory world, we understand that compliance with environmental rules is a critical component of doing business economically, effectively, and sustainably. Additionally, we are aware of the significant potential impacts of violations in terms of fines and company reputation. Whether it is the proper storage of chemicals, the reporting of waste materials disposed off-site, air emissions, or the discharge of materials through a permitted operation, nearly all companies and facilities are impacted with environmental regulations. With the frequent regulatory changes and overlapping of responsibilities by agencies, maintaining compliance is more challenging and important than ever.

Trihydro's staff of technical professionals have decades of experience conducting audit and compliance services for small sites, large facilities, and company-wide operations. Our project teams have experience in dealing with local, state, and federal agencies in areas such as the Clean Air Act, Clean Water Act, RCRA, CERCLA, Endangered Species Act, Oil Pollution Act, Department of Transportation, and Department of Homeland Security.

**Trihydro has 30 years of experience assisting companies with environmental compliance and auditing.**

We also understand that different companies may have different levels of sophistication and/or needs regarding environmental compliance. Whether you need assistance in developing programs from the ground up or simply need a third party audit to confirm compliance, Trihydro has the ability to serve as an extension of your staff and provide the "right" level of integration with regard to identifying issues, developing recommendations, and providing follow-up support.

### Services

- Corrective action
- Wastewater
- RCRA
- Environmental assessment
- Facility auditing
- Permitting

### Contact



**Gary Risse, P.E.**

Business Unit Leader,  
Industrial, Commercial, and  
Energy (ICE) Services

307.745.7474  
grisse@trihydro.com



Geographic Information Systems (GIS) are the go-to technology for making better decisions about real world locations. Project examples include sensitive receptor proximity maps, subsurface modeling and mapping, re-vegetation plans, groundwater potentiometric surfaces, asset management and field data collection. Making smart, informed decisions about project site features and locations are critical to the success of a project.

Since 1999, Trihydro has created and used GIS technologies to manage and evaluate spatial information for environmental and engineering projects. Our team of GIS consultants lead our clients in collecting, analyzing, managing, and reporting data with the ultimate goal of enhancing project decision making and more efficiently managing risk.

*“We have been working with Trihydro on a GIS asset management project for the last 20 years They have been true partners in making sure that our data is accurately displayed and current with available technology.”*

*- Kathy Ahelius, P.G., Wyoming Department of Transportation*

In addition to our modeling, cartographic design and data management expertise, we interface with our internal software development team to collaborate on custom GIS solutions. These solutions range from web enabled spatial analysis and searching of abandoned mine lands to automated predictive snow fence models. We have also developed mobile GIS applications to support our field teams and fulfil their data collection, navigation, and inspection requirements.

### Services

- Predictive modeling
- Spatial and 3-D analysis
- Geodatabase design
- Web mapping applications
- Asset Management

### Contact

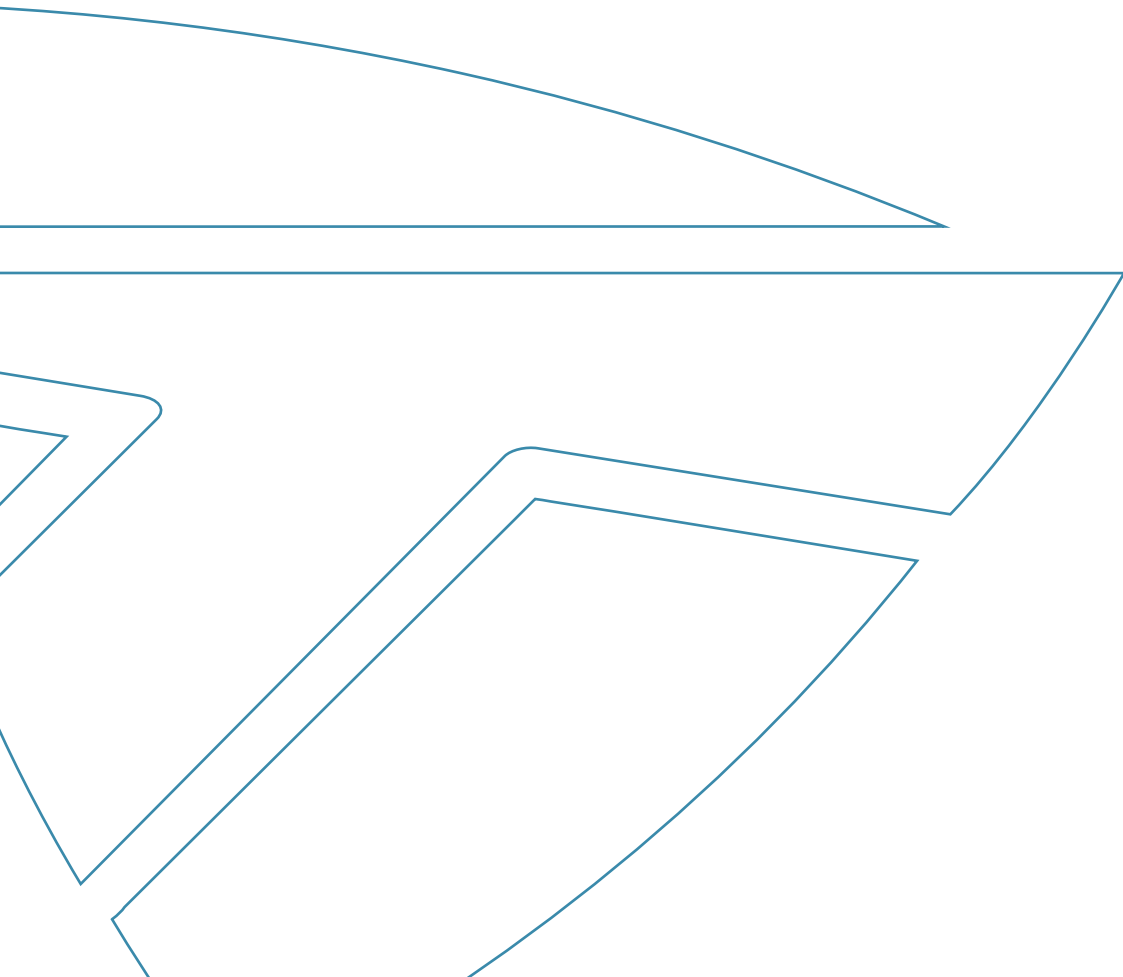


**Brian Robeson**  
Senior GIS Analyst

307.745.7474  
brobeson@trihydro.com

# Appendix C

## Trihydro Project Case Studies





## CASE STUDY

### Services Provided

Infrastructure and Civil Site Design  
Surveying and Mapping  
Data Management  
Water Resource Planning and Management

*The inventory team prepared a five-phase implementation plan which prioritized the locations that had been consuming a good portion of the City staff's time and uses existing SCADA equipment owned by the City as well as proposed standard components that are easily maintained and replaced.*

## SCADA SYSTEM IMPLEMENTATION

### City of Sundance, Wyoming

Trihydro, as the City Engineer for the City of Sundance, Wyoming, was asked to conduct an inventory and review of the City's water system for automation control. The information gathered during the water system inventory was used to develop a proposed implementation plan, including estimated costs, to help the City implement a system-wide Supervisory Control and Data Acquisition (SCADA) system. The SCADA implementation would allow the city staff to measure, control, and monitor the water system components such as water tank levels, pump controls, and pressure relief valves from within City Hall. Prior to implementing SCADA, however, it was necessary for the city staff to visit each city water system component to measure and operate the manual controls.

The project team performed the water system inventory and inspection, which included a visit to 18 water system locations in Sundance. An inventory was performed at each location, which included photographs, documentation of the water system configuration for SCADA components integration, electrical panel inspection, telephone dry pair inspection, global-positioning system (GPS) location, and a short range radio signal test back to City Hall for a line of site and communication evaluation.

The inventory team prepared a five-phase implementation plan which prioritized the locations that had been consuming a good portion of the City staff's time. This implementation plan uses existing SCADA equipment owned by the City and proposed standard components that are easily maintained and replaced. This approach reduces the overall SCADA system implementation and future maintenance costs. The plan phased approach includes the cost to furnish

*Continued on back*



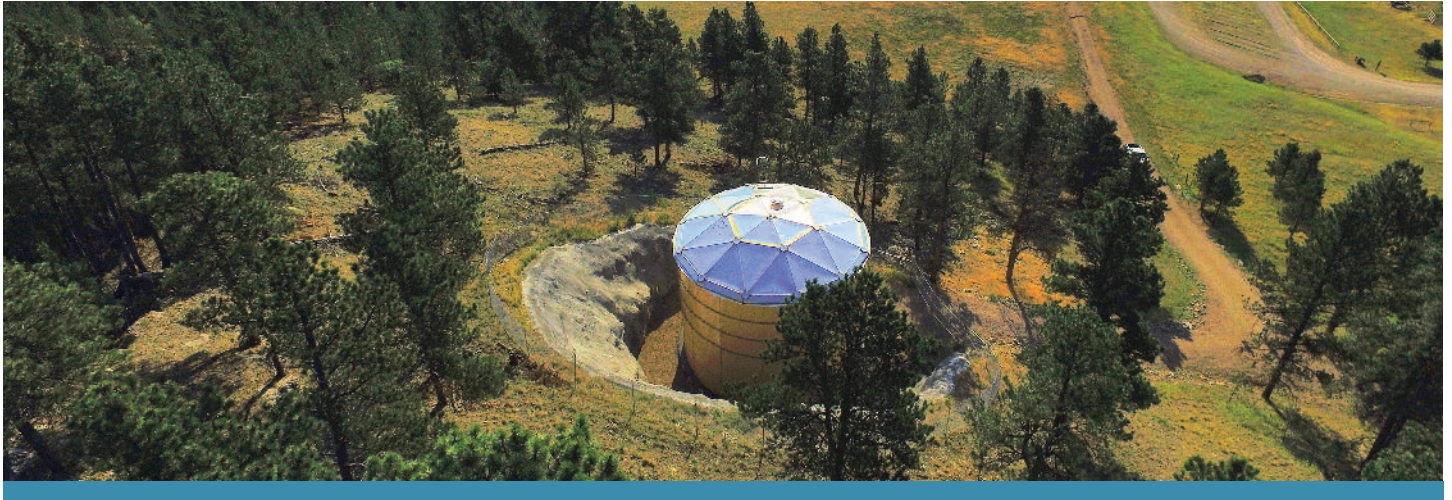
SCADA system components, estimated engineering design fees for water system modifications (mechanical and electrical) necessary to install SCADA components, and the SCADA communication network.

The phased approach was kicked off by moving and installing existing city-owned SCADA panels and components to the City's highest priority locations bringing the first tank levels online. This immediately benefitted the City by providing real-time tank level information directly into the Public Works Director's office, thus saving staff travel time to measure the tank manually. The next phase brought on a new supply tank and controls for the main water supply well field. This phase of the plan brought automated controls to the most distant water system components, allowing water system component control from City Hall. Upcoming phases of the project will bring on an additional four water tanks and controls to manage supply of over 1.1 million gallons. The touchscreen Programmable Logic Controller (PLC) cabinets that Trihydro is installing at various locations around the City water system allow the Public Works Director to control water system components from any of those locations up to a distance of 5 miles away.



Trihydro has worked directly alongside the City Mayor and City Clerk to assist them in budgeting for the full implementation. Trihydro has completed the first full phase of implementation, bringing the tank levels and well controls online. The additional phases will be implemented as additional funding becomes available.





## CASE STUDY

### Services Provided

Infrastructure & Civil Site Design  
Surveying & Mapping  
Solid Waste Management  
GIS Design & Analysis

### Governing Regulations

City of Sundance, Wyoming  
Wyoming Department of Environmental Quality (WDEQ)  
Wyoming Department of Transportation (WYDOT)  
Wyoming Water Development Commission

*“The City of Sundance considers hiring Trihydro as our engineering firm one of the best decisions we have ever made. They have always been responsive to our every need from water tanks falling off the hill to managing contractors on bid jobs. Trihydro is not just our engineering firm, they are our friends.”*

–Kathy Lenz

Special Projects Coordinator/Clerk  
Treasurer, City of Sundance

## GENERAL ENGINEERING SERVICES

### City of Sundance, Wyoming

Trihydro began working with the City of Sundance (City) in 2007 providing solid waste assistance with landfill monitoring and a new transfer station design. Our solid waste group continues to actively work with the City and keeps City staff abreast of potential regulatory revisions and upcoming legislation affecting funding opportunities. Receiving this type of information early allows the City to position itself for timely funding requests.

Trihydro provides a full range of engineering services supplementing our solid waste involvement, through our role as City Engineer and through separately contracted projects. We employ several technological tools to communicate and collaborate with City staff, and help overcome the physical distance that separates us. Upon commencement of our City Engineer role, our information technology (IT) group outfitted the City’s council chambers with audio and visual equipment allowing for remote attendance at monthly City Council meetings. This technology allows for virtual “face to face” interaction and document sharing, while saving on travel time and expenses. We also host and manage a document sharing website helping facilitate collaboration.

As the City Engineer, we conduct plan reviews for new developments, which have included a new industrial subdivision, a new elementary school, WYDOT Port of Entry upgrades, and a new high school football field. Our reviews have provided the City long-term benefits by providing comments related to poor stormwater drainage, water-system connection capacity/pressure concerns, and adherence to WDEQ, City and Wyoming Public Work Standards. These comments have resulted in updates to plans and specifications prior to bidding and construction, saving the City money in future maintenance and repairs. We have a team of engineers familiar with city and state standards, allowing limited City staff more time to do other important tasks while our team perform reviews for them.

*Continued on back*



Primarily through our design review work, we have identified several deficiencies in current City ordinances and requirements, and have worked with City staff and the Land Use Planning Committee addressing these items. Specific examples include adoption of the Wyoming Public Works Standard Specifications, a Floodplain Development Permit Application, and establishing fire flow requirements. As a result, developers, consultants, and City staff have guidelines for future project developments, maintaining consistency for design and reviews.

We actively engage with City staff on a weekly basis to understand the City's long- and short-term goals and visions. We have initiated annual strategic planning sessions to assist the City in preparing for the year ahead. We evaluate the feasibility of potential new projects and prepare conceptual level cost estimates assisting the City with funding requests. We provide the City with depth of professional knowledge and experience from our staff of over 60 licensed civil and environmental engineers, over 45 geologists, and 3 surveyors. We also staff software developers, computer aided drafting and design technicians, and IT professionals. The City recognizes that it has access to all our professionals. Consequently, City staff have stated that they feel secure knowing their City Engineer's budget provides tremendous value, not only paying for the expertise of a City Engineer, but an entire corporation with over 400 employees to help solve its problems.

Additionally, we assist the City with day to day operations and asset management. We host and manage the City's hydraulic water model, which we use to assist the City in troubleshooting water system operations; providing fire hydrant information to the local fire department; and providing existing pressures and flow available to new project developments. This allows the City to operate cost effectively without having to purchase expensive software.

Our services also provide City assistance on an as needed basis. Various tasks include answering questions or responding to informational requests from outside agencies, such as the Environmental Protection Agency, the International Organization for Standardization, and grant funding sources. We have also assisted the City with construction projects they have managed internally, by reviewing bidding and contract documents. These small extras provide big value and comfort to City staff.

Trihydro has provided engineering services for multiple standalone, separately contracted projects. These include water and sanitary sewer line extensions, a new chlorination facility, and water system valve upgrades. Moreover, we developed a system-wide supervisory control and data acquisition (SCADA) implementation plan and have worked implementing the first phases. Our involvement with these projects have allowed our team to become extremely knowledgeable of the City's water and sanitary sewer systems. This knowledge provides the City Public Works Director and the Public Works maintenance crew with a team of professionals to bounce ideas, troubleshoot, and plan.



## CASE STUDY

### Services Provided

Engineering & Surveying  
Infrastructure & Civil Site Design  
Surveying & Mapping  
Construction Administration

### Governing Regulations

Wyoming Department of Transportation  
Wyoming Department of Environmental Quality

*The construction sequencing for this project was critical so that water services to approximately one-third of Laramie's population, including UW were not disrupted.*

## WATERLINE REPLACEMENT PHASE I

### GRAND AVENUE Laramie, Wyoming

Trihydro was contracted by the City of Laramie (City) to prepare design plans and specifications for the removal and replacement of two water transmission lines located on Grand Avenue in Laramie, Wyoming. This project was completed in conjunction with the Wyoming Department of Transportation's reconstruction of Grand Avenue. The project included obtaining extensive subsurface information to identify unknown utilities, survey existing utilities locations, and provide updated utility mapping. There are numerous existing utilities along this corridor, which required communication and coordination with the local utility companies, the City, and the University of Wyoming (UW). Trihydro was also responsible for preparing the application for the Permit to Construct to the Wyoming Department of Environmental Quality (WDEQ). Design plans and specifications for this project were completed on schedule for the fall 2013 bid letting.

These subject water transmission lines service approximately one-third of the City of Laramie's population including UW. The construction sequencing for this project was critical so that UW water services were not disrupted. This project included providing temporary water services to UW facilities during construction. Trihydro performed the construction administration and observation for the installation of the waterlines. Construction of this project was completed in August 2014. The design budget was approximately \$210,000 and construction costs for the project were approximately \$1.1 million.



## CASE STUDY

### Services Provided

Environmental  
Water Resource Planning  
& Management

### Governing Regulations

Canyon Regional Water Authority

*The successful expansion of the well field resulted in increased groundwater production and delivery from the initial phase of 5,200 acre-feet per year (AFY) to the final phase of 13,000 AFY. The water treatment plant's capacity was increased from 5 million gallons per day (MGD) to 11.75 MGD.*

## PHASE TWO: GROUNDWATER PRODUCTION AND DELIVERY

### WELLS RANCH New Braunfels, Texas

Since 1998, Trihydro (and its predecessor River City Engineering, acquired in 2017) has served as the Canyon Regional Water Authority's (Canyon Regional) Engineer. In this role, Trihydro regularly provides planning, design, and project management services to Canyon Regional for numerous projects, which to-date have totalled more than \$120 million in construction costs. In 2015, Canyon Regional contracted Trihydro's predecessor, River City Engineering, to complete the Wells Ranch Phase 2 Project. The goal of the project was to finalize the build-out of groundwater production and delivery from the Wells Ranch well field to Canyon Regional's water treatment plant, requiring an expansion of the existing well field and an increase in the water treatment plant's capacity. Trihydro was responsible for preliminary planning and engineering, completing the Texas Water Development Board (TWDB) SWIFT funding application, permitting, and final design. The preliminary planning and engineering included identifying the project components necessary for final build-out and developing preliminary site layouts and project cost estimates. Trihydro also prepared, submitted, and assisted in obtaining a TWDB Bond issuance for project funding. With plans and funding secured, Trihydro prepared final designs and provided construction administration services for new wells in the well field, as well as a new raw water storage tank and clearwell, elevated storage tank, two booster pump stations, and two transmission mains in the water treatment plant. Trihydro obtained approvals from the Texas Commission on Environmental Quality (TCEQ) and other local, state, and federal agencies for each stage of the project work. The successful expansion of the well field resulted in increased groundwater production and delivery from the initial phase of 5,200 acre-feet per year (AFY) to the final phase of 13,000 AFY. The water treatment plant's capacity was increased from 5 million gallons per day (MGD) to 11.75 MGD. Final construction costs for the project totaled approximately \$42,000,000.



## CASE STUDY

### Services Provided

- Engineering and design
- Regulatory permitting and compliance
- Stormwater management
- Surveying and mapping
- Water resource planning and management

## WORKFORCE FACILITY WATER AND WASTE-WATER SYSTEM DESIGN AND PERMITTING

### Sublette County, Wyoming

Trihydro completed an infrastructure project for a workforce facility (facility) in Sublette County, Wyoming for a large oil and gas firm. The facility provides housing and amenities to employees and subcontractors working in the Jonah Field. It consists of dormitory-style housing, a dining and kitchen facility, recreational facilities, enclosed designated smoking area, equipment maintenance facility, and offices for operations and security personnel.

As consultants on the project, Trihydro designed the water and wastewater systems for the facility. The potable water system consists of a water supply well, a reverse osmosis water treatment facility, a finished water storage tank, and a water distribution system. The wastewater system consists of a sanitary sewer collection system, an Aerocell treatment system, chlorine tablet feeders, wastewater storage tanks, and an off-loading system.

Trihydro prepared the necessary permit applications for each aspect of the project for the Wyoming Department of Environmental Quality and Wyoming State Engineer's Office. Trihydro worked closely with the permitting agencies to ensure adequate information was provided for successful permitting. As part of the project, Trihydro also conducted weekly progress meetings, provided surveying services, provided construction observation, performed water and wastewater sampling, and assisted with coordinating construction activities.

## Attachment A

### Amendment No. 2 to Task Order No. 1 General Water Resources-Related Services July 12, 2022

This Task Order sets forth the terms and conditions of services to be completed pursuant to communications between ELEMENT and CLIENT and serves to amend Attachment A to the Master Consulting Agreement between our firms dated October 21, 2019.

#### Scope of Services

ELEMENT will provide general water resources-related services to CLIENT for the purpose of its water acquisition and dedication program. The following list provides an example of the types of services that will be completed under this Task Order:

- Diligence review of potential new supplies in ditch systems.
- Reviewing CLIENT's water dedication policies and working with CLIENT to develop recommendations for potential program changes or updates.
- Other water-related services assigned by CLIENT.

#### Deliverables and Project Schedule

The deliverables and the date for delivery of each task under this Task Order will be established as the task is defined by CLIENT. All deliverables, as well as participation in phone/conference calls, meetings, and communication via email will be provided in a timely manner to meet critical deadlines and mutually agreed-upon schedules. We are available to begin working on this project upon execution of the Agreement.

#### Fee Schedule

The budget estimate for the tasks described in the Scope of Services section above is \$25,000, based on the hourly rates described below. This budget estimate will include the period from July 2022 through December 2023.

Payments for our services are based on the actual time spent on CLIENT's behalf and are measured by standard hourly rates based upon a 40-hour work week. Our current hourly rates are as follows:

Professional Services	Hourly Rate
Administrative	\$ 70.00
Staff Engineer/Hydrologist	\$130.00
Senior Engineer/Hydrologist	\$175.00
Project Manager	\$187.00
Senior Project Manager	\$195.00

Overtime, rush, and holiday work necessitated by CLIENT's directive is billed at an additional \$55 per hour. Sub-consultants to ELEMENT are billed at cost plus five percent. ELEMENT reserves the right to adjust the hourly rates annually.

If scope changes or project specifications cause an increase or decrease in services, an equitable adjustment shall be made to ELEMENT's compensation and this Agreement shall be modified by change order accordingly. ELEMENT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which requests changes in the services. ELEMENT will provide CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes part of this Agreement. If during the term of this Agreement material circumstances or conditions come to exist that were not originally contemplated by or known to a party, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, either party may call for renegotiation of appropriate portions of this Agreement. Each party shall notify the other party of the changed conditions necessitating renegotiation, and the parties shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, either party may then terminate this Agreement.

**CLIENT**

**ELEMENT Water Consulting, Inc.**

By: \_\_\_\_\_  
Eric Reckentine, District Manager

By: \_\_\_\_\_  
Beorn A. Courtney, P.E., President

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## 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](http://WWW.NWCWD.ORG) • EMAIL: [WATER@NWCWD.ORG](mailto:WATER@NWCWD.ORG)

September 26, 2022

Mr. Brian Hood  
Managing Director  
Real Estate Services  
Colorado State University Research Foundation  
2537 Research Blvd.  
Fort Collins, CO 80526

### **RE: 2022 Rental of C-BT Carryover Capacity**

Dear Brian,

North Weld County Water District (North Weld) appreciates the opportunity to rent C-BT Carryover Capacity from CSURF again in 2022. CSURF will transfer 317 acre-feet of C-BT Carryover Capacity to North Weld prior to October 20, 2022. As we agreed last year, the rental rate will be the same as the irrigation C-BT assessment set by Northern Water. For consideration, North Weld will pay CSURF a rental fee of \$30.55 per acre-foot of C-BT Carryover Capacity for a total of **\$9,719.22**.

If you have questions, please contact Richard Raines at (970) 218-2738 or [rraines@scwtp.org](mailto:rraines@scwtp.org).

Sincerely,

Eric Reckentine  
District Manager  
North Weld County Water District



AGREEMENT REGARDING JOINT USE OF  
EASEMENT

THIS AGREEMENT REGARDING JOINT USE OF EASEMENT ("Agreement") is made and entered into on \_\_\_\_\_, 2022 by and between BOXELDER SANITATION DISTRICT, a statutory Colorado special district, whose address is 3201 East Mulberry, Unit Q, Post Office Box 1518, Fort Collins, Colorado 80522 ("Boxelder"), and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, whose address is 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "DISTRICTS").

RECITALS

1. Boxelder is a statutory Colorado special district whose primary purpose is to provide sanitary sewer service within and outside of its district boundaries.
2. Districts are statutory Colorado special districts, which have a primary purpose to provide potable water service within and outside of their District boundaries.
3. Boxelder is the owner of a non-exclusive easement granted pursuant to a Deed of Perpetual Easement (Underground Utility) dated May 8, 2007, and recorded May 31, 2007, at Reception No. 20070041030 of the Larimer County, Colorado records ("Utility Easement").
4. Districts desire to obtain a non-exclusive water pipeline easement (Districts Easement), which will overlap a portion of the Utility Easement ("Overlapping Area").
5. Districts intend to obtain an exclusive water pipeline easement (Districts Exclusive Easement) adjacent to the Utility Easement for installation of a water pipeline.
6. Districts intend to install a water pipeline generally within the area of the Districts Exclusive Easement, but it may also be partially within the Overlapping Area in certain locations for crossing the Utility Easement or where property or other constraints require the water pipeline to be within the Overlapping Area.
7. Boxelder desires to evidence its consent to the granting of the Districts Easement and the use thereof by the Districts pursuant to the terms of the Districts Easement, including the Overlapping Area, the location of which is generally depicted on Exhibit A.
8. As of the date of this Agreement Boxelder has installed infrastructure in the Utility Easement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the

mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent by Boxelder. Boxelder does hereby consent to the Districts Easement and the non-exclusive joint use of the Overlapping Area by the Districts for the access, installation, construction, operation, maintenance, repair, reconstruction, replacement, inspection, survey and removal of an underground water pipeline and related appurtenances, together with access over, across and upon the Utility Easement.

2. Pipeline Separation. Notwithstanding Boxelder's consent as set forth in Section 1 above, the parties hereby agree that the Districts shall install the water line with at least 20 feet separation from the existing Boxelder infrastructure. Any needed appurtenances associated with the Districts' water line within the Districts Easement that would be located closer than 20 feet of the existing Boxelder infrastructure must be approved by Boxelder in writing prior to installation. Such approval shall not be unreasonably withheld. The Parties shall cooperate to ensure as is feasible that the operations they each conduct within the Overlapping Area do not damage or unreasonably interfere with the other or the other's non-exclusive easement.

3. Miscellaneous Provisions.

3.1 Notices. Any notice or other communication given by either of the parties hereto to the other relating to this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified below; or (ii) on the date and at the time of delivery or refusal of acceptance of delivery if delivered or attempted to be delivered by an overnight courier service to the party to whom notice is given at the address specified below; or (iii) on the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified below; or (iv) on the date and at the time shown on the facsimile if telecopied to the number specified below and receipt of such telecopy is acknowledged in writing by the intended recipient:

If to Boxelder:

Boxelder Sanitation  
Attention: General Manager  
3201 E. Mulberry, Unit Q (Zip Code: 80524)  
P.O. Box 1518  
Fort Collins, CO 80522  
Telephone: (970) 498-0604  
Facsimile: (970) 498-0701

If to ELCO:

East Larimer County Water District  
Attention: General Manager  
232 S. Link Lane  
Fort Collins, CO 80524  
Telephone: (970) 493-2044  
Facsimile: (970) 493-1801

If to North Weld County Water District:

North Weld County Water District  
Attention: General Manager  
33247 Highway 85  
Lucerne, CO 80646  
Telephone: (970) 356-3020  
Facsimile: (970) 395-0997

3.2 Further Assurances. Each of the parties agrees to execute, with acknowledgment and affidavit if required, any and all documents and to take all actions that may be reasonably required in furtherance of the provisions of this Agreement.

3.3 Governing Law. This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Colorado.

3.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

3.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original as against the party signing such counterpart, but which together shall constitute one (1) and the same instrument.

3.6 Venue; Attorney Fees. Sole venue for any civil action brought to enforce the provisions hereof shall be the State court of Larimer County, Colorado. In the event of breach hereof by either party, the non-breaching party shall be entitled to the award of its costs and reasonable attorney fees incurred by reason of such breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

[SEPARATE SIGNATURE PAGES FOLLOW]

BOXELDER SANITATION DISTRICT,  
A statutory Colorado Special District

By: *Brian Zilk*

Title: *District Manager*

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF LARIMER    )

The foregoing instrument was acknowledged before me this *29<sup>th</sup>* day of *September*, 2022, by *Brian Zilk* as *District Manager* for Boxelder Sanitation District, a statutory Colorado Special District.

Witness my hand and official seal.



*Heidi Jenson*  
Notary Public

My Commission Expires:  
*2/14/2023*

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

By Loren R Maxey  
Loren Maxey, President

STATE OF COLORADO )  
  ) ss.  
COUNTY OF LARIMER )

The foregoing instrument was acknowledged before me this 5 day of October, 2022, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.  
My Commission Expires: 6/18/25

[Signature]  
Notary Public

**ALEXANDER AINSWORTH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214023706  
MY COMMISSION EXPIRES 06/18/2025**

~~**ALEXANDER AINSWORTH  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214023706  
MY COMMISSION EXPIRES 06/18/2025**~~ [Signature]

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

ATTEST:

\_\_\_\_\_  
Robert Arnbrecht, Secretary

\_\_\_\_\_  
Charles Achziger, President

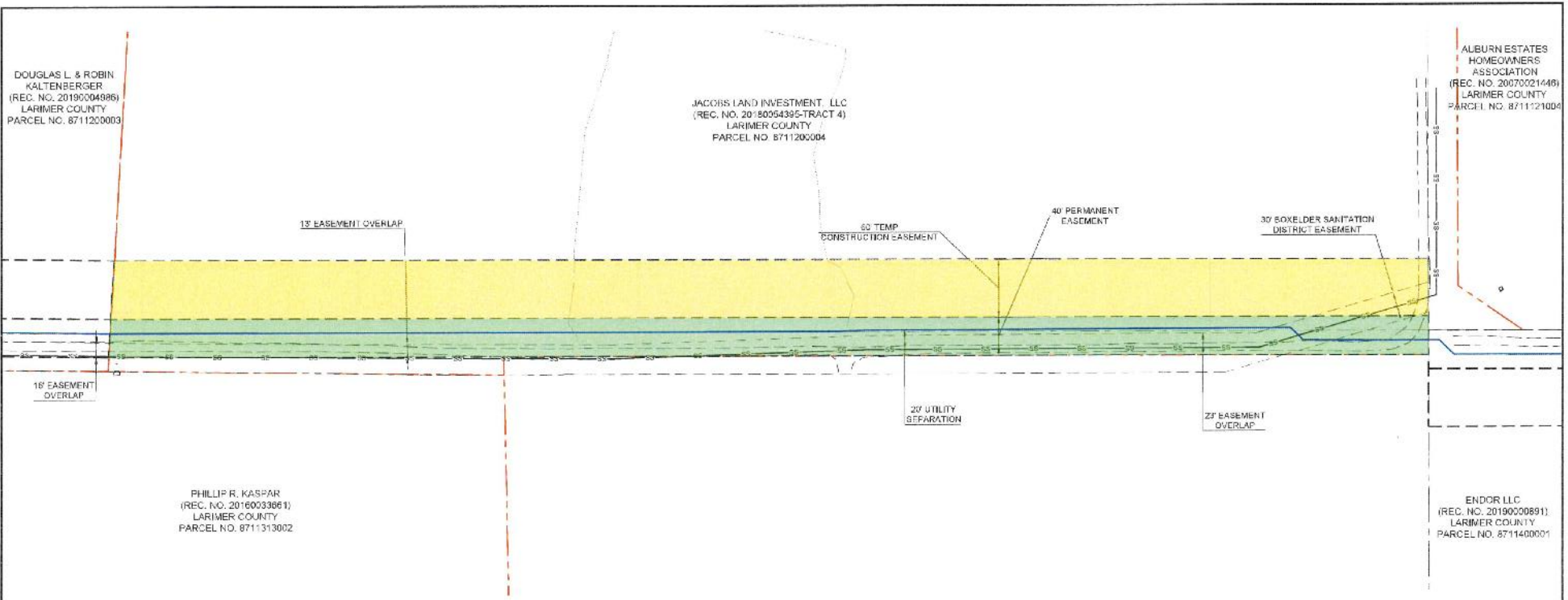
STATE OF COLORADO  
                                ) ss.  
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by Charles Achziger, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

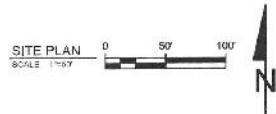
WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

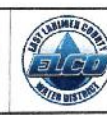
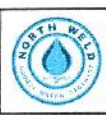
\_\_\_\_\_  
Notary Public



LEGEND:		APPROXIMATE EASEMENT AREAS:	
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	..... 11.88 AC
	PROPOSED PERMANENT WATERLINE EASEMENT	PERMANENT WATERLINE EASEMENT	..... 11.24 AC
	PROPERTY LINE		
	PROPOSED EASEMENT		
	SECTION LINE		
	PROPOSED WATERLINE		



PROVIDENCE INFRASTRUCTURE CONSULTANTS  
300 N. 225th DRIVE, SUITE 200  
80 LANDS PARCEL CO. 80120  
(303) 967-9000  
www.providenceic.com



REVISION	DESCRIPTION OF REVISION	REVIEWED BY

PROJECT NO. 17101513-903  
DRAWN BY: A. JIMENEZ  
CHECKED BY: D. PRICE  
APPROVED BY: G. HALL  
DATE: 10A OF 10

# NEWT 3 PIPELINE

EASEMENT PLAN - JACOBS LAND INVESTMENT LLC  
PROJECT NO. 17101513-903  
DRAWN BY: A. JIMENEZ  
CHECKED BY: D. PRICE  
APPROVED BY: G. HALL  
DATE: 10A OF 10  
PROJECT NO. EX-107A

DOUGLAS L. & ROBIN KALTENBERGER  
 (REC. NO. 2019004886)  
 LARIMER COUNTY  
 PARCEL NO. 8711200003

40' PERMANENT  
 EASEMENT

157' TEMP  
 CONSTRUCTION EASEMENT

23' UTILITY SEPARATION

21' EASEMENT OVERLAP

JESSICA L. BARADELL  
 LARIMER COUNTY  
 PARCEL NO. 8711300020

30' BOXELDER SANITATION  
 DISTRICT EASEMENT

30' BOXELDER SANITATION  
 DISTRICT EASEMENT

15' EASEMENT  
 OVERLAP

JESSICA L. BARADELL  
 (REC. NO. 20210082837)  
 LARIMER COUNTY  
 PARCEL NO. 8711300020

JEFFREY MICHAEL/REBECCA LYNN HILL  
 LARIMER COUNTY  
 PARCEL NO. 8711309002

**LEGEND:**

- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- PROPOSED PERMANENT WATERLINE EASEMENT
- PROPERTY LINE
- PROPOSED EASEMENT
- SECTION LINE
- PROPOSED WATERLINE

**APPROXIMATE EASEMENT AREAS:**

TEMPORARY CONSTRUCTION EASEMENT ..... ±1.72 AC  
 PERMANENT WATERLINE EASEMENT ..... ±1.14 AC

SITE PLAN  
 SCALE: 1"=40'



PROVIDENCE INFRASTRUCTURE CONSULTANTS

300 W. 7th Avenue, Suite 320  
 Fort Collins, CO 80526  
 (970) 225-1000  
 www.providenceinc.com



REV	DESCRIPTION OF ISSUE / REVISION	DATE

NEWT 3 PIPELINE

EASEMENT PLAN - DOUGLAS  
 L/ROBIN KALTENBERGER

PROJECT:	171918-13-000
DRAWN BY:	A. JENSEN
DESIGNED BY:	D. REED
APPROVED BY:	D. REED
DATE:	6/20/23
DRAWING:	EX-106A



<b>North Weld County Water District</b>  <b>FAIR MARKET VALUE</b> <b>WAIVER VALUATION</b>	Owner Name: Shaun Amelia and Wesley Jay Basiliere
	Location: 13813 County Road 74
	County: Weld

**Brief description of subject and taking:**

The subject property is a 14.99 acre flood irrigated agricultural lot, used as a single family residence with a farm support building. North Weld County Water District (NWCWD) intends to replace a segment of an existing waterline that runs parallel to WCR 74 on the subject property. The project is necessary to minimize outages, and to improve delivery and quality of water service in your area. NWCWD plans to replace the existing segment of the existing waterline with new fused joint PVC pipe, largely using horizontal directional drilling (HDD) or boring methods. Permanent and Temporary construction easements are necessary for the relocation and work associated.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
Parcel	.590 AC	\$35,000/AC	50%	\$ 10,325.00
				\$
				\$
				\$
				\$
Total Land				\$10,325.00
<b>Improvements Value Part Taken:</b>		<b>Contributory Value: Per Unit Basis or Lump Sum Basis</b>		
<b>Describe Below</b>				
N/A				
+ Total Improvements				\$
				\$N/A

TCE	Purpose	Area SF or AC	\$/Unit	x % rate of return x duration	
TCE-1	String pipe and bore pit	.216 AC	\$35,000/AC	10% x 1 yrs	\$ 756.00
TCE-2	String pipe and bore pit	.280 AC	\$35,000/AC	10% x 1 yrs	\$ 980.00
					\$
Damages (Cost to Cure). Describe and quantify: N/A					
					\$ 0
+Total Temporary Easements and Damages (Cost to Cure)					+ \$1,736.00
<b>= Total Compensation Estimate</b>					<b>= \$12,100.00 (R)</b>

Has the owner or designated representative accompanied the Department's representative during inspection of the property?

Yes      Date

No      Describe efforts made: Land Agent is familiar with the area and has spoken with the landowner over the phone regarding the project needs and any concerns they have with the project.

Signed (Waiver Valuation Preparer): <i>Courtney Wallace</i>	Date: 9/13/2022
The dollar amount above is approved as Just Compensation by: North Weld County Water District	Date:

# 1777 AA St Lot A Greeley, CO 80631



1 of 5



**\$599,000**

Est. Payment: \$2,720.69

*Pending*  
IRES MLS# 967439

14.46 Acres  
629,878 SqFt Lot  
Ag Zoning

### Vacant Land/Lots

Rare opportunity to own this prime location with 14+ acres located West of Highway 85 and south of Highway 392. Within 5 minutes to downtown Greeley, and 10 minutes to the center of Greeley. Welded pipe fence located around the property, and surrounds a full size roping arena with corrals/barns on the north side. Endless opportunity to build a custom home with beautiful mountain views right from your doorstep. Pastures are newly seeded. NO HOA!

### Land Information

Usage	Single Family, Farm/Ranch
Irrigation Water	False Rights
Ditches	True
Mineral Rights	Water Rights Excluded
Horses Allowed	Zoning Appropriate for 4+ Horses, Barn with 3+ Stalls, Pasture, Arena
Fences	Metal Post Fence
Development Status	Undeveloped
Utilities	Electricity more than 100 ft., Natural Gas more than 100 ft.
Water/Sewer	No Water/Sewer

### Neighborhood

- [WalkScore®](#)

### Taxes & Fees

Taxes	\$358
Tax Year	2021
Metro District	No

### Schools

School District	Eaton RE-2
Elementary	Eaton
Middle/Jr High	Eaton
Senior High	Eaton

### Commission Information

Buyer Agency Compensation	2.00%
Transaction Broker Compensation	2.00%

Note: Compensation information displayed on listing details is only applicable to other participants and subscribers of the source MLS.

Listing Agent



[Tyler Weber](#)

(970) 397-6722

Listing Office

[Oneway.realty](#)

(970) 515-5004

[VIEW OUR INVENTORY](#)

[View this property on Google Maps](#)



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State Documentary Fee  
Date: March 02, 2022  
\$48.50

**Special Warranty Deed**

(Pursuant to C.R.S. 38-30-113(1)(b))

Grantor(s), **DISCOVERY HOMES OF WINDSOR, LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **1625 PELICAN LAKES POINT SUITE 201, Windsor, CO 80550**, City or Town of **Windsor**, County of **Weld** and State of **Colorado**, for the consideration of **(\$485,000.00) \*\*\*Four Hundred Eighty Five Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **EVAN STEWART AND JESSICA STEWART**, as Joint Tenants whose street address is **2149 PELICAN FARM, Windsor, CO 80550**, City or Town of **Windsor**, County of **Weld** and State of **Colorado**, the following real property in the County of **Weld** and State of **Colorado**, to wit:

**LOT 3, SVETLOV MINOR SUBDIVISION, 2ND REPLAT, CITY OF GREELEY, COUNTY OF WELD, STATE OF COLORADO**

**SELLER RESERVES 100% OF SELLERS MINERAL RIGHTS**

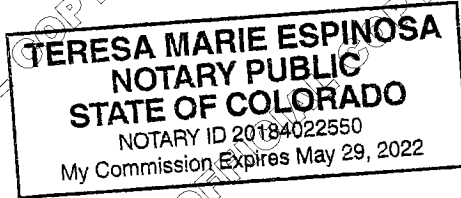
also known by street and number as: **0 NORTH 47 AVENUE, GREELEY, CO 80631**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us) subject to Statutory Exceptions.

Signed this day of **March 02, 2022**.

**DISCOVERY HOMES OF WINDSOR, LLC, A COLORADO LIMITED LIABILITY COMPANY**

By: *Ryan Scallon*  
**RYAN SCALLON, MANAGER**



State of **Colorado**

County of **Weld**

The foregoing instrument was acknowledged before me on this day of **March 2nd, 2022** by **RYAN SCALLON, AS MANAGER OF DISCOVERY HOMES OF WINDSOR, LLC, A COLORADO LIMITED LIABILITY COMPANY**

Witness my hand and official seal

My Commission expires: *5/29/2022*  
Notary Public

When recorded return to: **EVAN STEWART AND JESSICA STEWART**  
**2149 PELICAN FARM, Windsor, CO 80550**



<b>North Weld County Water District</b>  <b>FAIR MARKET VALUE</b>  <b>WAIVER VALUATION</b>	Owner Name: Rodney L. and Kathy L. Nelson
	Location: 13329 County Road 74
	County: Weld

**Brief description of subject and taking:**  
The subject property is a 176 acres, used for cattle grazing and owners' residence. North Weld County Water District (NWCWD) intends to replace a segment of an existing waterline that runs parallel to WCR 74 on the subject property. The project is necessary to minimize outages, and to improve delivery and quality of water service in your area. NWCWD plans to replace the existing segment of the existing waterline with new fused joint PVC pipe, largely using horizontal directional drilling (HDD) or boring methods. Permanent and Temporary construction easements are necessary for the relocation and work associated. Comparable sales, researched by West Foster, on a neighboring project to the subject were used to establish a good faith offer of \$11,500/acre.

Land/Site Value Part Taken Parcel or Easement # (except TE)	Area SF or AC	\$/Unit	Easement Burden %	
Parcel	1.201 AC	\$11,500/AC	50%	\$ 6,905.75
				\$
				\$
				\$
				\$
Total Land				\$ 6,905.75.00
<b>Improvements Value Part Taken:</b>		<b>Contributory Value: Per Unit Basis or Lump Sum Basis</b>		
<b>Describe Below</b>				
N/A				
+ Total Improvements				\$N/A

TCE	Purpose	Area SF or AC	\$/Unit	x % rate of return x duration	
TCE-1	String pipe and bore pit	.122 AC	\$11,500/AC	10% x 1 yrs	\$ 140.30
TCE-2	String pipe and bore pit	1.032 AC	\$11,500/AC	10% x 1 yrs	\$ 1,186.80
					\$
Damages (Cost to Cure). Describe and quantify: N/A					
					\$ 0
+Total Temporary Easements and Damages (Cost to Cure)					+ \$1,327.10
<b>= Total Compensation Estimate</b>					<b>= \$ 8,250.00(R)</b>

Has the owner or designated representative accompanied the Department's representative during inspection of the property?  
 Yes    Date \_\_\_\_\_  
 No    Describe efforts made: Land Agent is familiar with the area and has spoken with the landowner over the phone regarding the project needs and any concerns they have with the project.

Signed (Waiver Valuation Preparer): <i>Courtney Wallace</i>	Date: 9/19/2022
The dollar amount above is approved as Just Compensation by: North Weld County Water District	Date:

Land Sale No. 1



View:	Looking westerly from Weld County Road 33. Weld County Assessor aerial.		
Date Inspected/Photo by:	March 16, 2022/W. West Foster		
Location/Address:	41555 County Road 33, Ault, CO		
Tax Schedule No.:	0707-03-1-00-004		
Legal Description:	Part of the NE¼ of Section 3, T7N, R66W of the 6 <sup>th</sup> P.M., Weld County, CO		
Grantor:	Dustin J. Winter and Sandra L. Winter		
Grantee:	Fort Collins Farm, LLC		
Sale Confirmed with/Date:	Mark Reifenrath (buyer)/March 4, 2022		
Appraiser Confirming:	W. West Foster		
Recordation/Sale Deed:	Reception No. 4786557 Weld County/Special Warranty Deed		
Property Rights Conveyed:	Fee simple estate		
Conditions of Sale:	Arms-length		
Financing Source and Terms:	Cash	Date of Sale:	November 30, 2021
Post-Sale Expense:	None	Selling Price:	\$1,344,000
Project Influence:	None	Unit Price:	\$9,797 per acre (overall)
<b>Physical Characteristics – Legal Aspects</b>			
Land Area:	137.180 acres	Access:	Paved County Road 33
Shape:	Fairly regular	Utilities:	All but sewer
Topography:	Moderate slope	Zoning:	A (Agricultural) by Weld County
Drainage/Flood Plain:	Minimal risk	Platted:	RE plat
Surrounding Properties:	Vacant farmland & rural residences	Stage of Development:	Undeveloped
Use at time of sale:	Irrigated farmland		
Highest and Best Use:	Irrigated farmland with potential for rural residential development		
Remarks:	The farm had three coffin wells that were not valued. The buyer reported that a two-year-old Valley sprinkler was included in the price paid that contributed \$75,000.		

Land Sale No. 2



<b>View:</b>	Looking easterly from State Highway 14. Weld County Assessor aerial.		
<b>Date Inspected/Photo by:</b>	May 24, 2021/W. West Foster		
<b>Location/Address:</b>	SWQ Weld County Road 37 and State Highway 14, Ault, CO		
<b>Tax Schedule Nos.:</b>	0707-13-0-00-033		
<b>Legal Description:</b>	NE¼ of Section 13, T7N, R66W of the 6th P.M., Weld County, CO		
<b>Grantor:</b>	Hartford Investments, LLC		
<b>Grantee:</b>	D-Dart Ranch		
<b>Sale Confirmed with/Date:</b>	Landon Hoover (seller)/July 24, 2021		
<b>Appraiser Confirming:</b>	W. West Foster		
<b>Recordation/Sale Deed:</b>	Reception No. 4733336, Weld County/Special Warranty Deed		
<b>Property Rights Conveyed:</b>	Fee simple estate		
<b>Conditions of Sale:</b>	Arms-length		
<b>Financing:</b>	Cash	<b>Date of Sale:</b>	June 30, 2021
<b>Post-Sale Expense:</b>	None	<b>Selling Price:</b>	\$1,700,000
<b>Project Influence:</b>	None	<b>Unit Price:</b>	\$11,021 per acre (overall)
<b>Physical Characteristics – Legal Aspects</b>			
<b>Land Area:</b>	154.250 acres	<b>Access:</b>	Paved state highway and county road
<b>Shape:</b>	Square	<b>Utilities:</b>	All municipal but sewer
<b>Topography:</b>	Moderate slope	<b>Zoning:</b>	A (Agricultural) by Weld County
<b>Drainage/Flood Plain:</b>	Minimal risk	<b>Platted:</b>	Not platted
<b>Surrounding Properties:</b>	Adjacent to Town of Ault	<b>Stage of Development:</b>	Undeveloped
<b>Use at time of sale:</b>	Irrigated farming		
<b>Highest and Best Use:</b>	Irrigated farming with potential for rural residential development		
<b>Remarks:</b>	Improvements consist of a 1,344-square-foot ranch-style residence constructed in 1972, a 1,376-square-foot residence constructed in 1904, four small utility sheds built from 1909 through 1976, and a Valley center-pivot sprinkler were estimated to have contributed \$200,000. The two irrigation wells on the farm were not given separate value allocations.		

Land Sale No. 3



View:	Looking southeasterly from State Highway 14 toward the sale. Weld County Assessor aerial.		
Date Inspected/Photo by:	May 24, 2021/W. West Foster		
Location/Address:	South of Colorado State Highway 14 and east of Weld County Road 41, Ault, Weld County, CO		
Tax Schedule No.:	0709-16-0-00-044		
Legal Description:	Part of the North Half of Section 16, T7N, R65W of the 6 <sup>th</sup> P.M., Weld County, CO		
Grantor:	DJAYR Holdings, LP		
Grantee:	Greenberg Farms LLC		
Sale Confirmed with/Date:	Darrell Reynolds (American AgCredit)/May 24, 2021		
Appraiser Confirming:	W. West Foster		
Recordation/Sale Deed:	Reception No. 4580990, Weld County/Warranty Deed		
Property Rights Conveyed:	Fee Simple Estate		
Conditions of Sale:	Arms-Length		
Financing Source and Terms:	American AgCredit	Date of Sale:	April 2, 2020
Post-Sale Expense:	None	Selling Price:	\$2,800,000
Project Influence:	None	Unit Price:	\$14,338 per acre
<b>Physical Characteristics – Legal Aspects</b>			
Land Area:	195.280 acres	Access:	Paved state highway
Shape:	Fairly regular	Utilities:	All municipal but sewer
Topography:	Moderate slope	Zoning:	A (Agricultural) by Weld County
Drainage/Flood Plain:	Minimal risk	Platted:	Yes
Surrounding Properties:	Irrigated farmland & a dairy	Stage of Development:	Platted recorded exemption lot
Use at time of sale:	Irrigated farmland		
Highest and Best Use:	Irrigated farmland with the potential to be developed for rural residential use		
Remarks:	Water rights included 1.5 shares of stock in The Windsor Reservoir & Canal to which \$450,000 was allocated. The water rights in the 4 shares of stock in The Larimer & Weld Irrigation Company, 8 shares of stock in Larimer & Weld Reservoir Company, and 8 irrigation wells were reported to be tied to the land, and no allocation was made. The contributory value of the buildings, corrals, and Valley center-pivot sprinkler were allocated at \$250,000.		

Land Sale No. 4



<b>View:</b>	Looking easterly from Weld County Road 43 across the site. Weld County Assessor aerial.		
<b>Date Inspected/Photo by:</b>	May 16, 2021/W. West Foster		
<b>Location/Address:</b>	35600 Block of Weld County Road 43 in unincorporated Weld County		
<b>Tax Schedule No.:</b>	0803-03-2-00-010		
<b>Legal Description:</b>	Part of the NW¼ of Section 3, T6N, R65W of the 6 <sup>th</sup> P.M., Weld County, CO		
<b>Grantor:</b>	Scott L. Vermilyea and Nancy M. Vermilyea		
<b>Grantee:</b>	Jay Ryan Wiedeman and Emily Anne Wiedeman		
<b>Sale Confirmed with/Date:</b>	Jay Ryan Wiedeman/March 4, 2022		
<b>Appraiser Confirming:</b>	W. West Foster		
<b>Recordation/Sale Deed:</b>	Reception No. 4723784, Weld County/Special Warranty Deed		
<b>Property Rights Conveyed:</b>	Fee Simple Estate		
<b>Conditions of Sale:</b>	Arms-length		
<b>Financing:</b>	Farm Credit of Southern CO	<b>Date of Sale:</b>	May 28, 2021
<b>Post-Sale Expense:</b>	None	<b>Selling Price:</b>	\$1,700,000
<b>Project Influence:</b>	None	<b>Unit Price:</b>	\$12,268 per acre
<b>Physical Characteristics – Legal Aspects</b>			
<b>Land Area:</b>	138.570 acres	<b>Access:</b>	Paved County Road 43
<b>Shape:</b>	Fairly regular	<b>Utilities:</b>	All municipal but sewer
<b>Topography:</b>	Moderately sloping	<b>Zoning:</b>	A (Agriculture) by Weld County
<b>Drainage/Flood Plain:</b>	Good/Minimal flood influence	<b>Platted:</b>	No
<b>Surrounding Properties:</b>	Farmland and rural residences	<b>Stage of Development:</b>	Undeveloped
<b>Use at time of sale:</b>	Irrigated farmland		
<b>Highest and Best Use:</b>	Irrigated farming with the potential for rural residential development		
<b>Remarks:</b>	Improvements consist of a center-pivot sprinkler that contributed \$44,100. Water rights include four shares of Larimer and Weld Irrigation Company stock that contributed \$240,000 and eight shares of Owl Creek Supply an Irrigation that contributed \$4,000, for a total water allocation of \$244,000.		





COLORADO  
MUNICIPAL  
LEAGUE

# Knowledge

KNOWLEDGE NOW – PRACTICAL RESEARCH ON TIMELY TOPICS

## Briefing

- The FAML I program provides employees with 12 weeks of paid leave to take care of themselves or a family member
- Participation in FAML I is automatic for municipalities unless they formally opt out
- Opt-out votes and notice to the FAML I Division should occur before the end of 2022 to avoid premium assessments in 2023
- Employees can take part in FAML I even if their municipality declines to participate

### COLORADO'S PAID FAMILY MEDICAL LEAVE INSURANCE (FAML I) PROGRAM



## FAML I: WHAT'S RIGHT FOR YOUR CITY OR TOWN?

**U**RGENT ACTION IS NEEDED. Colorado municipalities must make immediate decisions regarding their participation in Colorado's

Paid Family Medical Leave Insurance (FAML I) program. Participation will have a substantial impact on your municipal budget, operations, and employee relations. **Participation is automatic for any municipality unless your council or board formally votes to decline participation or opt out. The FAML I**

**Division must be notified by the end of 2022 to avoid premium liability.** CML is not encouraging municipalities to participate or to decline participation in the program. Each municipality should assess the program for themselves. Opting out now does not prevent later participation, and employees can still participate individually and should receive the full benefit of the program.

Continued on page 2

Colorado Municipal League  
1144 Sherman St. • Denver, CO • 80203  
303 831 6411 / 866 578 0936  
[www.cml.org](http://www.cml.org)



Empowered cities and towns, united for a strong Colorado

## What is FAMLI?

In November 2020, Colorado voters approved Proposition 118, which paved the way for a state-run Paid Family Medical Leave Insurance (FAMLI) program. FAMLI is codified at C.R.S. §§ 8-13.3-501 to -524, and is administered through the Colorado Department of Labor and Employment, Division of Family and Medical Leave Insurance ([famli.colorado.gov](http://famli.colorado.gov)). Premiums will be collected (including employer and employee shares) starting **Jan. 1, 2023**, and benefits will be available starting **Jan. 1, 2024**.

FAMLI provides covered employees with 12 weeks of paid leave to take care of themselves or a family member during life events like injury, serious illness, or pregnancy. An additional 4 weeks are available to employees who experience pregnancy or childbirth complications. Payments would be a rate below the employee's weekly rate, as described below. Leave can be taken together or intermittently. FAMLI benefits are portable between jobs.

FAMLI also provides job protection for employees who were employed for at least 180 days before the protected leave occurs. This means that an employer must return the employee to the same or an equivalent position with equivalent benefits, pay, and other terms and conditions following the leave. Employers must also maintain healthcare benefits during the leave, but the employee would have to continue to pay their share of the cost. Accrual of seniority and other benefits are not protected.

FAMLI is a separate program from the paid sick leave requirements of the Healthy Families and Healthy Workplaces Act and the Federal Family and Medical Leave Act (FMLA).

## What will participation in FAMLI cost my city or town?

Participating employers and employees will contribute to premiums for FAMLI, and municipalities will bear the administrative costs of compliance. Premiums will be 0.9% of an employee's wage (HB22-1305 is pending in the General Assembly and

would reduce this to 0.81% for the first six months of the program). Wages and exempt items are determined under administrative rules (7 CCR 1107-1:1.5.3 and 1.5.4). A municipality can expect to contribute an amount equal to at least 0.45% of its current employee "wages" on an annual basis and possibly up to 0.90% of that figure. The FAMLI Division will provide notice of expected premiums and publish due dates and guidance on premium remittance.

A participating municipality (unless it has fewer than 10 employees) must remit 100% of the premium for each employee. The employer must directly contribute at least 50% of that amount (i.e., 0.45% of the employee's wage) and may require the employee to deduct the remaining 50% from their paycheck (i.e., employees would see a deduction of about 0.45% from their pay). An employer can choose to contribute part or all of the employee portion of the premium. For a municipality with fewer than 10 employees there is no "employer share"; the municipality can require the employee to deduct up to 50% but can also choose to contribute part or all of the employee portion.

An employer is responsible for any error it makes in calculating, deducting, and remitting premiums, including the employee portion.

If a municipality does not participate in FAMLI, the employee would be solely responsible for 50% of the premium if the employee elects to participate individually. The municipality can, but need not, deduct the employee portion from payroll and remit it to the state. If the municipality is involved in deducting or remitting the employee portion, any error would be the municipality's responsibility.

## Why would my city or town not participate in FAMLI?

Declining participation in the FAMLI program is a significant decision, but it must be made quickly to meet FAMLI's initial deadlines. If a municipality does not opt out now, it must wait three years to decline participation. If a municipality opts out now, it can opt in any future year. It must renew its decision to decline participation at least every eight years.

The cost of the FAMLI program may outweigh the benefits to the municipality and its employees. FAMLI program participation will increase municipal budgets by at least 0.45% of its employees' wages annually and potentially more. FAMLI also includes additional administrative work for finance and human resources staff and raises employer liability concerns. Employees who want the paid benefits of FAMLI can participate individually at no greater personal cost and without imposing a cost on the municipality and other employees who do not want to participate.

Municipalities may want to make a local decision as to how to provide employee benefits and protections. Participation in the FAMLI program could conflict with existing employer benefits plans or collective bargaining agreements. Alternatives, like a private plan pursuant to C.R.S. § 8-13.3-521 (or adopted independently after opting out of FAMLI by a vote) or a supplemental insurance program, could be a better fit for your organization.

Because FAMLI is a new program and the program rules have not been fully established, a municipality may choose to be cautious and opt out initially so it can evaluate the program in operation to determine if it is the best choice for the municipality. By opting out, a municipality can determine budgetary and employment impacts locally. Because FAMLI assigns the costs of errors in calculating and remitting premiums to employers, a municipality may wish to wait until procedures can be developed to ensure compliance. Finally, the FAMLI Division has yet to issue all necessary administrative rules, including explaining the interplay between the program and other federal and state laws.

## What is best for our employees?

Employees can still participate individually (C.R.S. § 8-13.3-514) and should receive the same benefits, even if the municipality declines participation. Benefits rules to be issued this year will hopefully confirm that benefits will apply equally. The cost to the employee who wants FAMLI coverage is the same whether the employer



## **Employees can participate in FAMLI individually and should receive the same benefits, even if their municipality declines participation.**

participates or not; employees who do not want this coverage would not have to pay any premium.

Employees who choose to participate individually when the municipality opts out would be required to remit their premium share directly to the FAMLI Division unless the municipality chooses to handle this payment by deducting the premium from the employee's pay or paying it on the employee's behalf.

Employees may benefit from a municipality opting out because the municipality would have no financial responsibility for 50% of the premium. The municipality could choose to use that savings to benefit employees directly, such as by paying for some or all of the 50% premium for employees who participate individually.

Employment protections under the statute do not apply if a municipality declines participation in FAMLI, but the

Federal Family and Medical Leave Act (for employers with 50 or more employees in the current or prior year) and any local standards would still apply.

### **What are the costs and benefits for employees?**

Employees bear up to 50% of the premium (or 0.45% of their weekly wage) if the municipality participates or the employee chooses to participate individually.

Employees who do not want to participate must still pay a premium if the municipality does not decline participation. Job protections defined in C.R.S. § 8-13.3-509, apply only if a municipality participates in the program.

By statute, an employee would receive a weekly benefit under FAMLI in the amount of 90% of their weekly wage that is equal to or less than 50% of the state average weekly wage, and 50% of their weekly wage that is more than 50% of the state

average weekly wage. Weekly benefits are capped at 90% of the state average weekly wage until 2025, when the maximum weekly benefit is limited to \$1,100 per week. The FAMLI Division suggests that an employee would receive benefits between 37% (\$1,100 based on a weekly wage of \$3,000 or more), 55% (\$1,100 based on a weekly wage of \$2,000), 68% (\$1,018 based on a weekly wage of \$1,500), 77% (\$768 based on a weekly wage of \$1,000), and 90% (\$450 based on a weekly wage of \$500) of the employee's weekly wage.

Benefits rules have not been finalized. The FAMLI Division provides a premium and benefits calculator on its website. Federal income tax may apply to benefits, but benefits are exempt from state income taxes.

### **How do we opt out?**

All municipalities are included in FAMLI by default, regardless of size. A municipality

may opt out and avoid the employer portion of premiums by a vote of a governing body. The opt-out procedure is governed by C.R.S. § 8-13.3-514 and administrative rules at 7 CCR 1107-2. Declination takes effect 180 days after the vote so employees can elect to individually participate in the FAMLI program if they choose. A municipality cannot decline part of FAMLI's provisions.

**Pre-vote notices:** The municipality must give prior notice of the vote in the same manner it notices other public business. Under the Colorado Open Meetings Law, this means at least 24 hours advance notice must be posted. Local requirements may apply.

Special notice must be provided to employees in writing before the vote indicating the voting process and providing an opportunity to submit comments to the governing body. Information about individual opt-in may also be required (see 7 CCR 1107-2: 2.6.A.4), although those standards likely apply only to post-vote notices. The rules do not indicate that email communication is not appropriate (7 CCR 1107-2: 2.6.A.2). Municipalities might consider both email and written communications to employees.

A description of the voting process could identify the local requirements for the governing body to approve an action, including the potential to make a motion, council or board deliberation, and vote requirements. Municipalities could also consider allowing both oral testimony at the meeting and a written comment option.

**Hearing and vote:** The vote must occur at least 180 days before the declination will be effective (This deadline appears to apply to an initial declination before the program even begins in 2023, but the rules are not clear). While a formal hearing is not required, the rules require the governing body to take testimony before voting. This could include both verbal and written comments from any interested person.

The rules require that the vote follow the entity's procedures for formal votes and be a "decision by an affirmative vote of the local government's governing body



to decline participation in the [FAMLI] program" (7 CCR 1107-2: 2.6.A). The rules do not indicate that any formal approval mechanism is required, unless one is required by local standards. A motion, resolution, or ordinance may suffice but could modify the "voting process" that needs to be detailed to employees in the advance notice. At a minimum, the document should probably include language indicating that notice was given to employees and the public as required, testimony was taken, and that the body voted affirmatively to decline participation in the FAMLI program.

**Post-vote actions:** After a vote to decline participation, the municipality must provide several notices. First, the municipality must provide written notice to the FAMLI Division "memorializing the decision" and identifying the date of the vote. The rules are silent on the timing of notice to the FAMLI Division; prompt action is advised. The FAMLI Division has suggested that a letter would be sufficient and expects to have an electronic portal for submissions ready in late 2022. A certified record of the meeting (e.g., minutes showing the motion, vote, and date; resolution; ordinance) with a cover letter would provide a more concrete explanation of the vote and demonstrate compliance with other requirements (7 CCR 1107-2: 2.5.A and, 2.6.A).

Second, the municipality must provide written, individual notices to employees within 30 days after the vote. This notice must indicate the vote to decline coverage and "the impact toward FAMLI, or other paid family and leave insurance coverage" (7 CCR 1107-2: 2.6.A.3). The notice must explain the difference between the FAMLI program and any private plan offered by the local government and identify FMLA eligibility and other local benefits.

The employee notice (and possibly the pre-vote notice) must also provide information on the right of the employee to voluntarily opt in to FAMLI pursuant to C.R.S. § 8-13.3-514, and FAMLI Division contact information (7 CCR 1107-2: 2.6.A.4).

Third, the municipality must post the post-vote notice in a "conspicuous and accessible place in each establishment where employees are employed" (7 CCR 1107-2: 2.6.A.4). Email notice or posting on a web- or app-based platform is recommended and is required for employers with no physical workplace and for employees who work through a web- or app-based platform or work remotely.

**Continued on page 5**

**CML Knowledge Now**



**Special Notice Standards:** The post-vote notice, at a minimum, and potentially all notices must be provided in English and any language representing the first language spoken by at least 5% of the municipality's workforce.

The FAMLI Division will make posters and notices available, but municipalities must request the materials and should expect to pay printing and mailing costs. Notices and posters in languages other than English or Spanish must be specially ordered.

**Declination renewal:** The declination must be renewed every eight years or the municipality is automatically added back in to FAMLI (7 CCR 1107-2: 2.5.C). The rules require "a similar vote process and margin." That likely means the same number of votes needed to approve an action, not passage by the exact same number of votes as the prior declination.

### **How do we opt back in to the FAMLI program?**

A municipality that previously opted out of the FAMLI program may opt back in by affirmative vote "of a quorum of the governing body" at the beginning of the annual local budgeting cycle, as determined by the municipality (7 CCR 1107-2: 2.5 and 2.6). Coverage would begin no later than the quarter after the vote and submission of one quarter's premium. Municipalities who opt into FAMLI must stay in the program for at least three fiscal years.

Opting back in also involves employee notice requirements. No more than 90 days after the vote, individual employees who opted in must be personally notified in writing that the municipality has opted back into FAMLI. The notice must include the date for the municipality's first submittal of quarterly premiums and any potential lapses or changes in benefits eligibility. The local government must publicly post a notice of the date the employer will begin paying FAMLI premiums and when coverage is expected to start. Employees who did

not opt in must also be notified in writing, both publicly and personally, no later than 180 days after the vote to opt back into FAMLI. The notice must contain a detailed explanation of employee rights under the FAMLI program, including program requirements, benefits, claims processes, payroll deductions, premiums, and employee protections like the right to job protection and benefit continuation and protection against retaliatory or discriminatory information, among other things.

### **Anticipate updates to FAMLI program.**

Municipalities must act now to determine if they want to participate in the FAMLI program, but they should expect updates throughout 2022. Several administrative regulations have yet to be finalized, including benefits rules and the interaction between FAMLI and other federal and state leave laws. The Colorado Supreme Court is also considering a court challenge to the premium requirement that might be decided this year.



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# Knowledge

KNOWLEDGE NOW – PRACTICAL RESEARCH ON TIMELY TOPICS

Colorado's Paid Family Medical Leave Insurance (FAMLI) program

**RESOLUTION NO. 20221011-01**

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

**DECLINING ANY AND ALL EMPLOYER PARTICIPATION IN THE COLORADO  
PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM**

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

WHEREAS, in November of 2020, Colorado voters approved Proposition 118, codified in Part 5, Article 13.3 of Title 8, Colorado Revised Statutes (C.R.S.), establishing the Family and Medical Leave Insurance (“FAMLI”) Program, a state insurance plan providing paid leave for Colorado workers during certain life circumstances; and

WHEREAS, the premiums required for FAMLI will be collected starting January 1, 2023, and benefits will begin January 1, 2024; and

WHEREAS, the FAMLI Act allows any employee of a local government that has declined participation in the FAMLI program to elect coverage individually under the FAMLI program and remit quarterly premiums into the system; and

WHEREAS, the Board of Directors of the District (the “Board”) desires to allow the FAMLI program to further develop before opting into participation; and

WHEREAS, benefits program offers employee income replacement and job protection that equals coverage provided by the FAMLI program, and the FAMLI program requires additional taxes paid by both the employee and the employer; and

WHEREAS, pursuant to Regulation 2.6 of 7 C.C.R. 1107-2 public notice of the vote on this Resolution has been given in the same manner as other business coming before the Board, the Board has provided opportunity to give testimony prior to the vote, and District employees have previously been notified in writing of the vote process on this Resolution and have had an opportunity to submit comments through a public process to the Board; and

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

1. The Board of Directors finds and determines that, with regard to the public hearing on the decision of whether to decline participation in FAML I, notice was given and the hearing was conducted in accordance with the regulations adopted by the Colorado Department of Labor and Employment and codified at 7 CCR 1107-2.

2. The Board, acting by and on behalf of the District, declines any and all participation in the FAML I Program.

3. The Board of Directors further directs its staff to bring the matter of revisiting the decision to decline participation in FAML I before a future Board by no later than eight years from the date of the vote on this Resolution 20221011-01.

*[Remainder of page intentionally left blank, signature page follows.]*



**RESOLVED AND ADOPTED** this 11<sup>th</sup> day of October, 2022.

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

---

President

ATTEST:

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Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

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General Counsel to North Weld

**RESOLUTION NO. 20221011-02**

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

**RESOLUTION IN SUPPORT OF BALLOT ISSUE 7A**

---

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

WHEREAS, the District was organized for the purpose of providing certain improvements, facilities and services to and for the use and benefit of the District, its residents, customer, users, property owners, and the public at large; and

WHEREAS, by Resolution 20220829-01, the Board referred to the voters an issue that would allow the District to impose an ad valorem property tax of 5 mills in order to pay for operations and maintenance expenses of the District; and

WHEREAS, both Larimer and Weld counties have designated the measure Ballot Issue 7A (the “Ballot Issue”); and

WHEREAS, the District has only ever had the ability to generate revenues for operations and maintenance of the District’s water system and for capital improvements from customer fees, including water rates; and

WHEREAS, in order to ensure that current customers continue to receive high-quality water services, the District needs to make significant investments in infrastructure; and

WHEREAS, the Board anticipates needing to increase water rates by a minimum of 7% each year for the next 10 years in order to finance the necessary improvements in infrastructure; and

WHEREAS, the Ballot Issue is intended to allow the District to generate revenues that will make funds available to make immediate investments in infrastructure to help avoid breakdown in the water system; and

WHEREAS, the Board believes that the additional revenues generated by the Ballot Issue would allow the District to keep water rates at a lower rate; and

WHEREAS, the Board of Directors believes voting in favor of the Ballot Issue is in the best interest of the District, its customers, users, and property owners; and

WHEREAS, the District desires to encourage all registered electors to vote in favor of Ballot Issue 7A at the coordinated election held on Tuesday, November 8, 2022.

NOW, THEREFORE, be it resolved by the Board of Directors of North Weld County Water District as follows:

The Board of Directors of the District encourages all registered electors to vote in favor of Ballot Issue 7A the coordinated election scheduled for November 8, 2022.

*[Remainder of page intentionally left blank, signature page follows.]*

**RESOLVED AND ADOPTED** this 11<sup>th</sup> day of October, 2022.

**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

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General Counsel to the District

To: Board of Directors North Weld County Water District

From: Eric Reckentine

October 10, 2023

### **Preliminary and Draft North Weld County Water District 2023 Budget Memo**

Total district water usage growth is projected to increase at approximately 0.5% for the next 3 years and at approximately 1% starting in 2027.

- Commercial water usage is projected as flat to 2021 volumes for next 5 years
- Wholesale Water Accounts are projected at approximately 0.5% water usage increases for the next 5 years and the three towns associated with the Group treatment plant usage volumes are projected as flat starting in 2027.
- District residential water usage is projected at approximately 0.5% water usage increase annually for the next three years.

#### *Revenue*

Meter sale revenue is anticipated to increase from approximately \$16.5 million in 2022 budget to \$18 million in 2023. The 2022 forecast projects approximately \$18 million in metered revenues.

- Rate increase projections for all customer classes is at 7% for next ten years
- Towns out of compliance with storage requirements are projected at residential rates for next two years
- Water allocation surcharges are projected at \$6.00/K
- Plant investment surcharges are projected at \$3.95/K
- Plant Investment sales are projected at 150 PI's annually for 5 years
- Cash in Lieu sales are projected at 10 units at \$62,500, recommend raising cost to \$73,000 per unit
- Plant Investment Fee is currently projected at \$17,650 per PI not counting distance fee. Recommend Honey Creek Consulting review and recommend appropriate rate based upon revised CIP

#### *Expenses*

Operations Maintenance, Administration 2023 budget is projected at approximately \$9.4 million which is approximately \$400,000 increase to 2022 budget and flat to 2022 forecast.

Labor costs are projected to increase from 2022 to 2023 by 10% that includes a 5% employee cost of living increase

District anticipates acquiring two replacement fleet vehicles in 2023 and an additional backhoe, John Deere 135p for \$200,000 in total.

Solider Canyon Filter Plant treatment costs rate increase of \$500,000 for 2023, see attached SCWTA budget memo

Capital improvement project costs for 2023 are projected at approximately \$28.2 million compared to 2022 budget of \$26.5 million. Forecast for 2022 is capital improvement projects is projected at \$10 million to date. This is a reflection on supply chain issues in relation to potential NEWT III pipeline project and Eaton Pipeline project starts and reflects only potential material orders and water rights acquisition. This number may be adjusted prior to final budget if materials are acquired, and two Tank rehab projects start.

Capital Improvements projects costs have been projected at 30% cost increase for the duration of the projects based upon rapid increase in material costs. The anticipated capital improvement ten-year forecast is approximately \$200 million that includes approximately \$ 60 million in water rights acquisition.

#### System

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of \$ 8 million for 2023 and \$8 million for 2024
- Eaton Pipeline Phase 2 two mile 30-inch distribution construction projected cost of \$3.5 million for 2023, anticipating fall of 2022 construction costs of \$3.5 million
- Emergency generator power at Pump Station 1 and Nunn pump Station projects cost of \$250,000
- Greeley and North Weld Interconnect projected cost of \$3 Million
- AWIA additional security and SCADA power upgrades projected cost \$100,000
- Tank Rehabilitation Projects Tank 5 and Tank 7 projected cost of \$1.6 million
- Tank 1C Design and Construction project cost of \$7 million with 2025 construction
- Tank 1 16-inch distribution pipeline upsizing project projected start 2024 total project cost of approximately \$20 million
- Weld County Transmission Line to Tank 1 Site project start 2024 project cost of \$8 million
- Summit View Pump Station Upgrade project start 2026 projected cost of \$4 million

#### Raw Water Projects for 2023

- Raw water district drought supply acquisition project projected at \$9 million
- Water Supply and Storage Company Structures projected cost of \$50,000
- Larimer #2 Headgate Project Overland Ponds projected cost of \$200,000
- Pleasant Valley Pipeline sedimentation basin project projected cost of \$312,000
- Reservoir Pumping Costs of \$200,000
- Legal and Engineering cost of approximately \$200,000

## Master Planning and Policy

- Regional Master Plan
  - Capacity Sale Caps for Wholesale Accounts, Evaluate and Revise Water Service Agreements
  - Capacity Limits for Commercial Accounts, Evaluate and Revise Water Service Agreements
  - Tap Sale Limits on Residential Taps, Evaluate and Revise Water Service Agreements
  - Revised Capital Improvement Projects Program
- Cost of Service Study finalized 2023 dependent on Revised Water Service Agreement
- System Pressurization Study for analyses pressurization of the transmission system at the treatment plant to be managed by SCWTA
- Soldier Canyon Filter Plant Expansion Study to be managed by SCWTA projected at \$50,000 for 2023
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at \$500,000 for 2023

The district completed the following capital improvement projects in 2022:

- Solider Canyon Treatment Plant Upgrade to 60 MGD
- Line 1 replacement project and upsizing
- Pump Station 1 upgrade
- Old Eaton Pipeline bypass, line replacement and upsizing
- Emergency Backup Power Summit View
- Emergency Power SCADA
- Start Buss Grove Interconnect
- Start Greeley NW Interconnect
- Start Construction NEWT III Transmission Line
- Start Construction Eaton Pipeline Project Phase 2
- Acquisition of Knox Pit Reservoir Project - Overland Ponds
- Acquisition of Water Rights

Over the course of the previous 4 years the District has acquired over 1,300 acre-feet of new water supplies at a cost of approximately \$49,000,000, averaging \$41,000 per acre-foot, constructed approximately \$41,000,000 of system improvements, averaging about \$8.2 million annually to serve growth and maintain reliable service, has spent \$47,000,000 in operations and maintenance (O&M), or about \$9.4 million per year, has received \$80,000,000 in operational revenue, has received \$65,000,000 in non-operation revenue and has maintained approximately \$10,000,000 in operational and replacement reserve funds. Specific projects include:

- Eaton Pipeline Project Phase 1
- Pump Station Rebuild Summit View
- Pump Station Upgrade Station 4

- Pump Station Upgrade Station 6
- Mason Street Interconnect City of Greeley
- Horse tooth Operation Project Hansen Pump Back Station
- Master Meters to Severance
- Master Meter to Windsor
- Nunn Pump Station Upsize and Replacement
- Wild wing Irrigation Raw Water Line
- Acquisition of River Bluffs Reservoir Storage Project
- Acquisition of Overland Ponds – Cell 5
- Adjudication and Development of Return Flow Structures for Native Rights
- 5- year CDPHE Sanitary Survey
- American Water Infrastructure Act Survey and Implemented the Response Recommendations
- Mill Levy Ballot Initiative

The district over the course of 4 years has developed or modified approximately 20 policies, and updated manuals and protocols related to updated design criteria, maintenance program, safety, employment manuals and polices, development review procedures, drought triggers, finance and reserve fund policies, board of director manual and plant investment and water dedication policies.

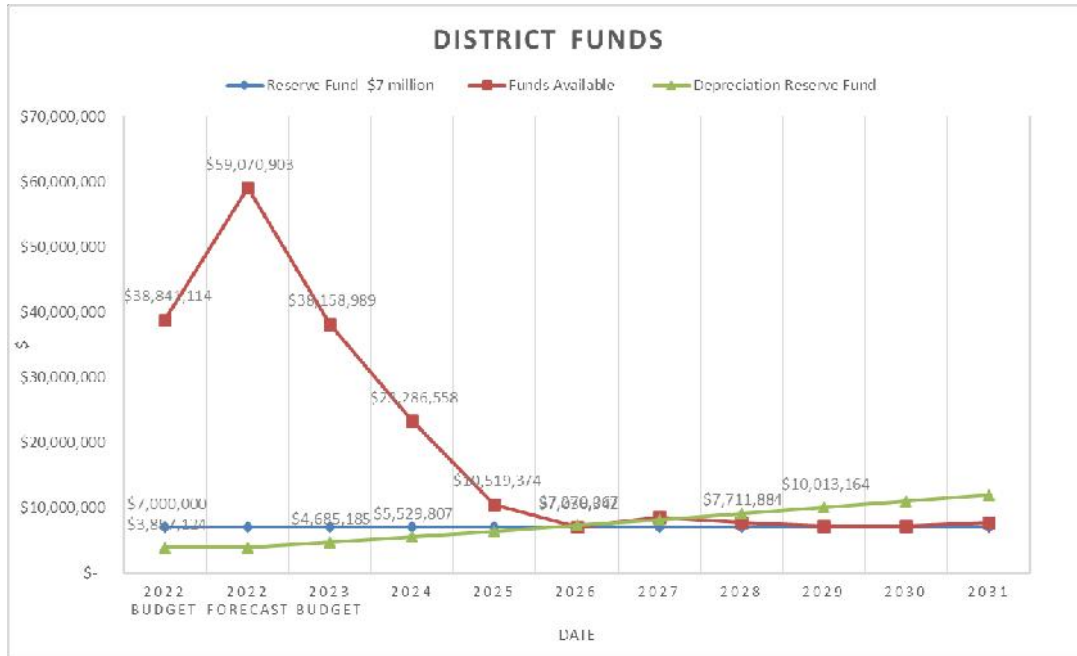
The following are considered by district management to be key policy changes that have had significant impact on maintaining district solvency:

- Finance Policies for Reserve and Depreciation Funds
- Elimination of the Conservation Blue Tap Program
- Raw Water Dedication Policy Change from 100% Cash in Lieu to 100% Raw Water Dedication
- Drought Trigger Policies and Surcharges
- Flow Control Program for Commercial Customers
- Mortarium Policies Temporarily Limiting New Growth
- Elimination of the Water Allocation and Plant Investment Reinvestment Program



**2023 Budget and Forecast  
North Weld County Water District**

	2022 budget	2022 Forecast	2023 Budget	Forecasts			
				2024	2025	2026	2027
<b>Revenues</b>							
Total Operating Revenue	\$ 16,433,340	\$ 18,500,000	\$ 18,189,459	\$ 19,512,823	\$ 20,932,868	\$ 22,456,656	\$ 24,091,762
Debt Proceeds	\$ 38,000,000	\$ 34,615,000	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 184,009	\$ 150,000	\$ 185,081	\$ 186,175	\$ 187,291	\$ 188,429	\$ 189,590
Total Contributions	\$ 2,157,808	\$ 7,500,000	\$ 4,174,964	\$ 4,492,463	\$ 4,510,313	\$ 4,528,519	\$ 4,547,089
<b>Total Revenues</b>	<b>\$ 56,848,570</b>	<b>\$ 60,765,000</b>	<b>\$ 22,624,387</b>	<b>\$ 24,267,842</b>	<b>\$ 25,708,380</b>	<b>\$ 27,253,069</b>	<b>\$ 28,909,496</b>
<b>Expenditures</b>							
Administrative	\$ 1,816,621	\$ 1,950,000	\$ 2,147,230	\$ 2,300,300	\$ 2,355,912	\$ 2,412,925	\$ 2,471,375
Operational	\$ 7,134,738	\$ 7,500,000	\$ 7,177,462	\$ 7,197,133	\$ 7,004,022	\$ 7,189,542	\$ 7,290,626
Debt Service	\$ 3,238,288	\$ 3,300,000	\$ 5,127,288	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250
Water Enterprise Fund 2020 Bond	\$ 477,288	\$ 477,288	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600
Capital Improvements	\$ 26,615,700	\$ 10,000,000	\$ 28,239,700	\$ 24,360,500	\$ 23,815,396	\$ 15,820,390	\$ 12,325,484
<b>Total Expenditures</b>	<b>\$ 38,805,347</b>	<b>\$ 23,227,288</b>	<b>\$ 42,691,679</b>	<b>\$ 38,278,758</b>	<b>\$ 37,596,818</b>	<b>\$ 29,839,782</b>	<b>\$ 26,509,734</b>
Earnings	\$ 18,043,223	\$ 37,537,712	\$ (20,067,292)	\$ (14,010,916)	\$ (11,888,439)	\$ (2,586,712)	\$ 2,399,762
Funds Available (carry over prior to depreciation)	\$ 36,669,174	\$ 59,898,964	\$ 39,003,611	\$ 24,148,072	\$ 11,398,119	\$ 7,932,662	\$ 9,436,104
<b>Depreciation</b>	<b>\$ 828,061</b>	<b>\$ 828,061</b>	<b>\$ 844,622</b>	<b>\$ 861,515</b>	<b>\$ 878,745</b>	<b>\$ 896,320</b>	<b>\$ 914,246</b>
Funds Available	\$ 38,841,114	\$ 59,070,903	\$ 38,158,989	\$ 23,286,558	\$ 10,519,374	\$ 7,036,342	\$ 8,521,858
<b>Reserve Fund -\$7 million</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 7,000,000</b>
<b>Fund Available minus reserve fund</b>	<b>\$ 31,841,114</b>	<b>\$ 52,070,903</b>	<b>\$ 31,158,989</b>	<b>\$ 16,286,558</b>	<b>\$ 3,519,374</b>	<b>\$ 36,342</b>	<b>\$ 1,521,858</b>
<b>Depreciation Reserve Fund</b>	<b>\$ 3,857,124</b>	<b>\$ 3,857,124</b>	<b>\$ 4,685,185</b>	<b>\$ 5,529,807</b>	<b>\$ 6,391,322</b>	<b>\$ 7,270,067</b>	<b>\$ 8,166,387</b>



North Weld County Water District  
2023 Budget

	BREAKDOWN		2023 Budget	2024	2025	2026	2027
<b>3000</b>	<b>Revenue</b>		<b>\$ 22,624,387</b>	<b>\$ 24,267,842</b>	<b>\$ 25,708,380</b>	<b>\$ 27,253,069</b>	<b>\$ 28,909,496</b>
	3100	Operating	\$ 18,189,459	\$ 19,512,823	\$ 20,932,868	\$ 22,456,656	\$ 24,091,762
	3200	Non-Operating	\$ 131,212	\$ 131,229	\$ 131,246	\$ 131,263	\$ 131,281
	3300	New Service	\$ 4,174,964	\$ 4,492,463	\$ 4,510,313	\$ 4,528,519	\$ 4,547,089
	3400	Aq-Water Income (Non-Op)	\$ 18,207	\$ 18,571	\$ 18,943	\$ 19,321	\$ 19,708
	3500	Miscellaneous (Non-Op)	\$ 35,662	\$ 36,375	\$ 37,103	\$ 37,845	\$ 38,601
	3700	Debt Proceeds					
		2009 Bond Revenue (included in operating revenue)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>4000</b>	<b>Operational Expense</b>		<b>\$ 7,177,462</b>	<b>\$ 7,197,133</b>	<b>\$ 7,004,022</b>	<b>\$ 7,189,542</b>	<b>\$ 7,290,626</b>
	4100	Water	\$ 3,864,012	\$ 3,943,491	\$ 3,677,054	\$ 3,787,548	\$ 3,811,864
	4200	Personnel Operations	\$ 1,837,197	\$ 1,882,965	\$ 1,929,876	\$ 1,977,961	\$ 2,027,247
	4400	Operation & Maintenance	\$ 1,055,153	\$ 941,156	\$ 958,979	\$ 977,159	\$ 995,702
	4500	Engineering	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
	4600	Electricity	\$ 181,100	\$ 184,722	\$ 188,416	\$ 192,185	\$ 196,028
	4700	Communications	\$ 50,000	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122
	4800	Insurance	\$ 140,000	\$ 142,800	\$ 145,656	\$ 148,569	\$ 151,541
	4900	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -
<b>5000</b>	<b>Administrative</b>		<b>\$ 2,147,230</b>	<b>\$ 2,300,300</b>	<b>\$ 2,355,912</b>	<b>\$ 2,412,925</b>	<b>\$ 2,471,375</b>
	5100	Personnel - Administrative	\$ 932,658	\$ 960,638	\$ 989,457	\$ 1,019,141	\$ 1,049,715
	5200	Payroll Taxes	\$ 134,968	\$ 137,668	\$ 140,421	\$ 143,230	\$ 146,094
	5300	Health Insurance	\$ 60,000	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946
	5400	Office Utilities	\$ 191,105	\$ 194,927	\$ 198,826	\$ 202,802	\$ 206,858
	5500	Office Expenses	\$ 199,949	\$ 203,948	\$ 208,027	\$ 212,188	\$ 216,431
	5600	Professional Fees	\$ 620,820	\$ 734,036	\$ 748,717	\$ 763,691	\$ 778,965
	5900	Miscellaneous	\$ 7,729	\$ 7,883	\$ 8,041	\$ 8,202	\$ 8,366
<b>6000</b>	<b>Capital Improvements</b>		<b>\$ 28,239,700</b>	<b>\$ 24,360,500</b>	<b>\$ 23,815,396</b>	<b>\$ 15,820,390</b>	<b>\$ 12,325,484</b>
	6200	Storage Tanks	\$1,600,000.00	\$ -	\$ 7,000,000.00	\$ -	\$ -
	6300	Pump Stations	\$ -	\$ -	\$ -	\$4,000,000.00	\$ -
	6400	Equipment	\$ 25,700	\$ 25,700	\$ 25,700	\$ 25,700	\$ 25,700
	6500	System	\$ 15,740,000	\$ 17,594,800	\$ 10,049,696	\$ 5,054,690	\$ 5,559,784
	6600	Water Rights/Storage	\$ 10,070,000	\$ 6,560,000	\$ 6,560,000	\$ 6,560,000	\$ 6,560,000
	6700	Land / Easements	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
	6900	Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
<b>7000</b>	<b>Bond Issue</b>		<b>\$ 5,127,288</b>	<b>\$ 4,420,825</b>	<b>\$ 4,421,488</b>	<b>\$ 4,416,925</b>	<b>\$ 4,422,250</b>
	7200	Interest / Principle	\$ 5,127,288	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250
	7400	Interest Expense Other					
	7800	Depreciation					
	7900	Amortization					
		Water Enterprise Fund	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600
		<b>Total Expense</b>	<b>\$ 42,691,679</b>	<b>\$ 38,278,758</b>	<b>\$ 37,596,818</b>	<b>\$ 29,839,782</b>	<b>\$ 26,509,734</b>