

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, November 13, 2023, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

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

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve November 13, 2023, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from October 9, 2023, Meeting**
 - b. Unaudited Financials for October 2023**
 - c. Invoices through November 13, 2023**
 - d. Stantec Change Order Longs Peak Dairy WSSC Augmentation Structure**
 - e. Early Procurement Ductile Iron 36-inch Pipe – Timnath Line Lowering**
 - f. Kimberly Horn Engineering Agreement – Endor Acquisition NEWT III (ratify)**
 - g. Ditesco Contract Amendment Zone 1 East Transmission Line**
 - h. Easement Agreements**
 - i. Freedom Storage – NEWT III (ratify)**
 - ii. K&M West Easement – NEWT III (ratify)**
 - i. North Weld Water Efficiency Plan**
- 6. Action: Consider Approval of Honey Creek Resources Revised Cost of Service and Fees Study (enclosures)**
- 7. Discussion: North Weld County Water District Draft 2024 Annual Budget (enclosures)**
- 8. Action: Consider Approval of Commercial Meter Overuse Surcharge Policy (enclosures)**

9. Action: Selection Third Party State Compliance Audit Accounting Firm (enclosures)
- a. Plante Moran – Web Page - <https://www.plantemoran.com/>
 - b. Baker Tilly – Web Page - <https://www.bakertilly.com/>

10. Intergovernmental Agreements (Privileged and Confidential, Separate Cover)

- a. Action: Consider Approval of Revised 1st Amendment to 2013 City of Greeley IGA

11. Discussion: Regional Master Plan Update (Privileged and Confidential)

12. 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 Commercial Meter Overuse Surcharge Policy, Regional Master Plan Update, and Revised 1st Amendment to 2013 City of Greeley IGA

13. District Manager's Report: (enclosures)

- a. Tap Sales
- b. NEWT III
 - i. Pre-Construction Meeting Held October 16, 2023
 - ii. Change Order 2 Ditesco Construction Management Services
 - iii. Executed Work Order 2 Garney Construction NEWT III Project
 - iv. Century Link Demand Letter
 - v. Larimer County NEWT III 1041 Resolution
- c. CDPHE Sanitary Survey October 24, 2023
- d. BDO NWCWD 2023 Audit Submitted to State of Colorado
- e. Master Plan Stakeholder Meeting Schedule
 - i. Town of Ault October 20, 2023
 - ii. Great Western Dairy October 23, 2023
 - iii. Longs Peak Dairy November 2, 2023
 - iv. Severance South Development Group October 31, 2023
 - v. Town of Pierce November 2, 2023
 - vi. NCWA November 6, 2023
 - vii. Monte Vista Dairy, November TBD, 2023
 - viii. Town of Severance, November 16, 2023
- f. Greeley Interconnect Construction Started October 26, 2023
- g. Lead and Copper Rule
- h. BPCCC November 1 Deadline – Meter Shutoffs

14. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 9th day of October 2023, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

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

Tad Stout, President
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary

Director Cockroft was absent and excused.

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; George Oamek, Honey Creek Consulting. Garret Mick, operations manager, Richard Raines; Jan Sitterson Water Resources, Representatives Town of Severance; Wes Levanachy, Town of Eaton; Members of District Staff; and Members of the Public.

ADMINISTRATIVE MATTERS

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications

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

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

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

Approval of Agenda

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

PUBLIC COMMENT

Members of the public addressed the Board. Mr. Zenzen discussed a PI to Walter allocation discrepancy and Mr. and Mrs. Steele discussed a second meter. The district manager stated they should set up a meeting time to discuss their issues once their files are reviewed.

CONSENT AGENDA MATTERS

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

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

- a. Minutes from September 11, 2023, Meetings
- b. Unaudited Financials for August & September 2023
- c. Invoices through October 9, 2023, Kimberly Horn Consulting Services K&M Property Possession NEWT III (ratify)
- d. Employee Reimbursement Agreement CDL
- e. Silver peaks CPA Engagement Letter
 - a. Easement Agreements Redmond – NEWT III (ratify)
 - b. Larimer & Weld Irrigation Co Ditch Agreement – NEWT III

Honey Creek Resources
Revised Cost of Service and
Fees Study

Mr. Oamek presented to the Board the revised Cost of Service and Fee Study, included in the October 9, board package.

The Board discussed the study and the findings presented.

Direction was given to Honey Creek to re- evaluate Town PI discount fees and fixed rates vs. variable rates.

North Weld County Water
District Preliminary Draft
2024 Budget

Mr. Reckentine presented the Board with proposed changes to the preliminary 2024 budget reflecting discussion from the September 2023 meeting. Following discussion and input from the Board, Mr. Reckentine will revise the proposed budget.

Consider Approval of 2nd
Amendment to the Soldier
Canyon Water Treatment
Authority 2017 Creation
Agreement

Mr. Reckentine presented the Board is a proposed 2nd Amendment to the Soldier Canyon Water Treatment Authority 2017 Creation Agreement and described the purpose for the proposed amendment. Mr. Reckentine reminded the Board of the prior history of the agreement and of prior discussions with the Board about the proposed amendment. Following discussion related to

inflows to the Soldier Canyon Water Treatment Plant, upon a motion by Mr. Nelson, seconded by Ms. Hennen, the Board approved the agreement, in part, but not as it relates to inflows to the Soldier Canyon Water Treatment Plant.

Consider Approval of Commercial Meter Overuse Surcharge Policy

Mr. Reckentine presented the proposed Commercial Meter Overuse Surcharge Policy. The Board discussed at length the impact the policy will have on commercial users and a desire to make sure commercial customers know about the proposed policy. Following discussion, the Board directed staff to have additional discussions with stakeholders that will be impacted by the policy and to bring the proposed policy back to a future meeting following additional stakeholder discussions.

Discussion NEWT III Acquisition and Construction Schedule

Mr. Reckentine discussed with the Board the status of NEWT III easement acquisitions. The District is going to take over a leading role to acquire the necessary easements in an effort to move things along sooner.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes:

Not needed.

Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Commercial Meter Overuse Surcharge Policy and NEWT III Acquisition and Construction Schedule

DISTRICT MANAGER'S REPORT

Tap Sales

Mr. Reckentine reported that 110 taps have been sold to date and that the District is on track to meet its budget for the year.

CDPHE Sanitary Survey October 24, 2023

Mr. Reckentine reported to the Board regarding the sanitary survey to take place on October 24, 2023.

BDO NWCWD 2023 Audit Not Submitted to State of Colorado

Mr. Reckentine reported to the Board that the District's auditor failed to complete the audit for filing by September 30. Mr. White indicated that his office would file the final audit as soon as it is received. Mr. Reckentine recommended looking for new auditors.

Water Efficiency Plan
Update 2024, Clearwater

Mr. Reckentine reported to the Board regarding the Water Efficiency Plan update.

Master Plan Stakeholder
Meeting Schedule

Mr. Reckentine reported to the Board about prior and upcoming schedule for master planning stakeholder meetings:

Held With Town of Eaton September 20, 2023

Held With Town of Nunn October 4, 2023

Town of Windsor October 10, 2023

Wolf Creek Dairy October 18, 2023

Hillside Commercial Group October 19, 2023

Residential Meter Overuse
Surcharge Policy
Notifications

Mr. Reckentine reported to the Board regarding providing notice to residential users regarding the meter overuse surcharge policy.

BPCCC RPZ Compliance
Letter

Mr. Reckentine reported to the Board regarding properties out of compliance with backflow prevention and cross connection compliance policies. Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Pettinger, the Board authorized staff to send notices to shut off water to properties out of compliance with the backflow prevention and cross connection policies.

Greeley Interconnect
Construction Update

Mr. Reckentine reported to the Board regarding the status of the Greeley Interconnect Construction project.

OTHER BUSINESS

ADJOURNMENT

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

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

Secretary for the District

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
October 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,627,213.50
1015 - COLO TRUST - GENERAL		14,994,931.41
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,265,672.91
1020 - COLO TRUST - 2022 BOND		39,949,545.02
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)		2,544,449.52
1105 - AR CONSTRUCTION METERS		118,757.78
1116 - ACCOUNTS RECEIVABLE		34,796.10
1230 - PREPAID INSURANCE		12,917.78
1300 - INVENTORY		1,833,912.22

Total Current Assets 63,647,959.49

Property and Equipment

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

Total Property and Equipment 160,119,133.62

Other Assets

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

Total Other Assets 23,039,521.70

Total Assets \$ 246,806,614.81

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	949.50
2216 - CONST MTR DEPOSITS		136,224.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
October 31, 2023

2230 - ACCRUED WAGES	196,372.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		601,222.06
Long-Term Liabilities		
2221 - 2012 BONDS PAYABLE	1,575,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,050,000.00	
2226 - 01A BOND	34,615,000.00	
2227 - CURT PORT LONGTERM DEBT	3,738,291.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>59,994,530.00</u>
Total Liabilities		60,595,752.06
Capital		
2800 - RETAINED EARNINGS	191,625,612.20	
Net Income	(5,414,749.45)	
	<u> </u>	
Total Capital		<u>186,210,862.75</u>
Total Liabilities & Capital		<u><u>\$ 246,806,614.81</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,170,253.65	\$ 10,731,382.67	\$ 12,215,468.00	1,484,085.33	87.85
3111 - WATER ALLOC SURCHARGE	645,954.00	4,799,394.00	3,490,134.00	(1,309,260.00)	137.51
3112 - PLANT INVEST SURCHARGE	412,091.65	2,926,397.00	2,268,587.00	(657,810.00)	129.00
3113 - ADJUSTMENTS	3,183.08	(70,863.28)	0.00	70,863.28	0.00
3140 - CONST METER USAGE	71,968.41	214,964.01	209,100.00	(5,864.01)	102.80
3141 - CONSTR METER RENTAL	1,220.00	11,555.00	5,610.00	(5,945.00)	205.97
3142 - CONSTRUCT METER REPAIR	3,963.93	19,206.86	560.00	(18,646.86)	3,429.80
OPERATING	2,308,634.72	18,632,036.26	18,189,459.00	(442,577.26)	102.43
3210 INTEREST-COTRUST-GENERAL	252,709.34	2,196,817.82	130,384.00	(2,066,433.82)	1,684.88
3220 - PORT PARTONAGE AGFINITY	0.00	1,739.02	828.00	(911.02)	210.03
NON OPERATING	252,709.34	2,198,556.84	131,212.00	(2,067,344.84)	1,675.58
3310 - TAP (PI) FEES	0.00	2,102,250.00	3,000,000.00	897,750.00	70.08
3311 - DISTANCE FEES	0.00	233,250.00	176,653.00	(56,597.00)	132.04
3312 - WATER (ALLOCATION) FEE	0.00	(32,250.00)	300,000.00	332,250.00	(10.75)
3314 - INSTALLATION FEES	0.00	231,800.00	331,224.00	99,424.00	69.98
3315 - METER RELOCATION FEE	29,100.00	33,500.00	1,656.00	(31,844.00)	2,022.95
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	13,000.00	49,684.00	36,684.00	26.17
3321 - NON-POTABLE INSTALL	0.00	30,405.00	22,082.00	(8,323.00)	137.69
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	29,100.00	2,611,955.00	4,174,964.00	1,563,009.00	62.56
3410 - WATER RENTAL	0.00	15,898.50	18,207.00	2,308.50	87.32
AG WATER	0.00	15,898.50	18,207.00	2,308.50	87.32
3500 - MISCELLANEOUS	0.00	50,461.23	0.00	(50,461.23)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	450.00	6,200.00	5,520.00	(680.00)	112.32
3530 - RISE TOWER RENT	300.00	3,000.00	8,060.00	5,060.00	37.22
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	750.00	59,661.23	35,662.00	(23,999.23)	167.30
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(135.00)	(132,489.72)	(64,946.00)	67,543.72	204.00
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	135.00	132,489.72	74,883.00	(57,606.72)	176.93
DEBT PROCEEDS	0.00	0.00	0.00	0.00	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	<u>2,591,329.06</u>	<u>23,650,597.55</u>	<u>22,624,387.00</u>	<u>(1,026,210.55)</u>	104.54
OPERATING EXPENSE					
4110 - POTABLE WATER	536.94	2,582,576.37	3,224,486.36	641,909.99	80.09
4120 - RENTAL WATER	0.00	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	0.00	10,461.00	91,239.03	80,778.03	11.47
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	18,939.38	629,110.37	463,615.14	(165,495.23)	135.70
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	156.00	10,636.00	14,000.00	3,364.00	75.97
WATER	<u>(19,632.32)</u>	<u>(3,221,408.74)</u>	<u>(3,864,011.34)</u>	<u>(642,602.60)</u>	83.37
4210 - SALARIES, FIELD	93,859.54	1,091,459.98	1,527,998.00	436,538.02	71.43
4220 - SALARIES, ENGINEERING	9,755.59	108,221.81	189,998.66	81,776.85	56.96
4240 - INSURANCE HEALTH	15,304.49	155,395.35	193,471.00	38,075.65	80.32
4250 - RETIREMENT	0.00	51,483.76	84,313.00	32,829.24	61.06
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	949.50	9,041.02	6,500.00	(2,541.02)	139.09
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
4290 - CAR TIME	0.00	0.00	10,183.00	10,183.00	0.00
PERSONNEL OPERATIONS	<u>(119,869.12)</u>	<u>(1,415,601.92)</u>	<u>(2,014,952.66)</u>	<u>(599,350.74)</u>	70.25
4410 - FIELD	319.00	41,163.62	0.00	(41,163.62)	0.00
4411 - LOCATES	0.00	10,442.55	15,501.00	5,058.45	67.37
4412 - FARM PROPERTIES	0.00	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	0.00	4,053.74	5,698.00	1,644.26	71.14
4414 - CONSTRUCTION METER	0.00	14,788.84	0.00	(14,788.84)	0.00
4415 - WATER LINES (REPAIRS)	9,297.20	(107,954.56)	50,000.00	157,954.56	(215.91)
4416 - APPURTENANCE(REPAIR)	0.00	33,704.27	0.00	(33,704.27)	0.00
4417 - METER SETTING	0.00	185,491.86	600,000.00	414,508.14	30.92
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	(305.00)	74,436.61	0.00	(74,436.61)	0.00
4420 - STORAGE TANKS (O & M)	9,460.00	40,101.84	0.00	(40,101.84)	0.00
4430 - PUMP STATIONS (O & M)	3,775.27	234,470.77	0.00	(234,470.77)	0.00
4435 - CHLORINE STATION	1,849.00	2,854.07	0.00	(2,854.07)	0.00
4440 - EQUIPMENT	4,119.69	34,827.74	205,000.00	170,172.26	16.99
4445 - SCADA EQUIPMENT	5,585.27	5,874.77	0.00	(5,874.77)	0.00
4446 - LOCATING EQUIPMENT	0.00	1,551.56	0.00	(1,551.56)	0.00
4450 - SHOP/YARD	1,631.69	77,342.52	0.00	(77,342.52)	0.00
4460 - VEHICLES	10,350.85	164,240.75	102,000.00	(62,240.75)	161.02
4470 - SAFETY	190.00	8,973.60	0.00	(8,973.60)	0.00
4480 - CONTROL VAULTS	0.00	1,305.15	29,226.00	27,920.85	4.47
4490 - MAPPING EXPENSE	7,265.85	110,936.83	39,968.00	(70,968.83)	277.56
OPERATION & MAINTENANCE	<u>(53,538.82)</u>	<u>(971,613.79)</u>	<u>(1,055,153.00)</u>	<u>(83,539.21)</u>	92.08
4500 - ENGINEERING	6,944.21	21,321.35	50,000.00	28,678.65	42.64

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
ENGINEERING	(6,944.21)	(21,321.35)	(50,000.00)	(28,678.65)	42.64
4600 - ELECTRICITY	11,958.88	158,909.48	181,100.00	22,190.52	87.75
4640 - METER VAULTS	0.00	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(11,958.88)	(167,919.23)	(181,100.00)	(13,180.77)	92.72
4700 - COMMUNICATIONS	100.20	1,002.49	0.00	(1,002.49)	0.00
COMMUNICATIONS	(100.20)	(1,002.49)	0.00	1,002.49	0.00
4810 - GENERAL	2,943.51	29,435.10	0.00	(29,435.10)	0.00
4820 - AUTO	968.45	11,395.50	0.00	(11,395.50)	0.00
4830 - WORKER'S COMP	2,546.96	30,034.60	0.00	(30,034.60)	0.00
INSURANCE	(6,458.92)	(70,865.20)	0.00	70,865.20	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	218,502.47	5,869,732.72	7,165,217.00	1,295,484.28	81.92
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	41,843.40	435,603.70	932,658.00	497,054.30	46.71
SALARIES	41,843.40	435,603.70	932,658.00	497,054.30	46.71
5210 - FICA	11,184.86	127,119.08	130,000.00	2,880.92	97.78
5220 - UNEMPLOYMENT	0.00	2,291.82	4,968.00	2,676.18	46.13
PAYROLL TAXES	11,184.86	129,410.90	134,968.00	5,557.10	95.88
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	40,211.01	0.00	(40,211.01)	0.00
HEALTH INSURANCE	4,358.39	40,211.01	60,000.00	19,788.99	67.02
5400 - OFFICE UTILITIES	0.00	2,422.03	0.00	(2,422.03)	0.00
5401 - ELECTRICITY	1,146.44	8,264.47	10,000.00	1,735.53	82.64
5402 - PROPANE	0.00	8,142.13	7,000.00	(1,142.13)	116.32
5403 - TELEPHONE	0.00	20,144.06	23,000.00	2,855.94	87.58
5404 - CELL PHONE SERVICE	3,313.35	16,448.76	20,000.00	3,551.24	82.24
5405 - CELL PHONE ACCESSORIES	0.00	9.77	500.00	490.23	1.95
5406 - OFFICE CLEANING SERVICE	1,360.00	14,620.00	20,000.00	5,380.00	73.10
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	1,690.00	16,575.00	0.00	(16,575.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	183.09	2,784.71	0.00	(2,784.71)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,551.00	64,652.84	66,245.00	1,592.16	97.60

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5442 - HARDWARE (COMPUTERS)	0.00	7,795.00	0.00	(7,795.00)	0.00
5443 - SOFTWARE	0.00	71.00	7,000.00	6,929.00	1.01
5444 - LICENSES (ANNUAL)	1,785.00	29,726.45	30,000.00	273.55	99.09
5445 - SENSUS METER SUPPORT	0.00	4,876.00	3,000.00	(1,876.00)	162.53
OFFICE UTILITIES	15,028.88	196,667.67	191,105.00	(5,562.67)	102.91
5510 - OFFICE EXPENSES	13,800.41	152,308.67	175,107.00	22,798.33	86.98
5520 - POSTAGE	0.00	698.56	3,312.00	2,613.44	21.09
5530 - BANK / CREDIT CARD FEES	5,525.88	41,259.78	5,520.00	(35,739.78)	747.46
5540 - BUILDING MAINTENANCE	0.00	42,520.42	1,104.00	(41,416.42)	3,851.49
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	3,150.00	3,312.00	162.00	95.11
5590 - TRAINING	3,900.00	19,100.00	8,833.00	(10,267.00)	216.23
OFFICE EXPENSE	23,226.29	259,037.43	199,948.00	(59,089.43)	129.55
5610 - LEGAL	31,646.00	530,362.97	357,000.00	(173,362.97)	148.56
5620 - ACCOUNTING	10,321.42	43,046.42	50,000.00	6,953.58	86.09
5625 - EASEMENT FEES	0.00	9,465.00	0.00	(9,465.00)	0.00
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	8,167.48	40,899.45	204,000.00	163,100.55	20.05
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5670 - APPRAISALS	0.00	33,500.00	0.00	(33,500.00)	0.00
5680 - LAND ACQUISITION	26,677.98	109,431.64	0.00	(109,431.64)	0.00
PROFESSIONAL FEES	76,812.88	805,360.61	620,822.00	(184,538.61)	129.72
5900 - MISCELLANEOUS	0.00	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	19,928.05	0.00	(19,928.05)	0.00
MISCELLANEOUS	0.00	19,521.11	7,729.00	(11,792.11)	252.57
TOTAL ADMINISTRATIVE EXPENSE	172,454.70	1,885,812.43	2,147,230.00	261,417.57	87.83
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
6300 - PUMP STATIONS	17,564.08	256,507.05	0.00	(256,507.05)	0.00
PUMP STATIONS	17,564.08	256,507.05	0.00	(256,507.05)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
6440 - OTHER EQUIPMENT	0.00	24,198.75	0.00	(24,198.75)	0.00
EQUIPMENT	0.00	168,748.19	167,700.00	(1,048.19)	100.63
6505 - ENGINEERING	43,118.90	1,042,051.49	300,000.00	(742,051.49)	347.35
6510 - WATER LINES	0.00	6,295,801.09	15,200,000.00	8,904,198.91	41.42
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
6547 - GPS EQUIPMENT	0.00	43,771.00	0.00	(43,771.00)	0.00
6548 - MAPPING/GPS	0.00	10,277.70	0.00	(10,277.70)	0.00
SYSTEM	43,118.90	7,405,402.28	16,090,000.00	8,684,597.72	46.02
6610 - WATER RESOURCE MANAGER	0.00	131,444.67	0.00	(131,444.67)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	11,423.75	51,670.96	310,000.00	258,329.04	16.67
6640 - STORAGE	0.00	116,301.66	0.00	(116,301.66)	0.00
WATER RIGHTS	11,423.75	7,289,417.29	9,710,000.00	2,420,582.71	75.07
6710 - EASEMENTS	140,821.00	700,057.90	165,000.00	(535,057.90)	424.28
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	3,591.00	29,132.50	5,000.00	(24,132.50)	582.65
LAND/EASEMENTS	144,412.00	729,190.40	360,000.00	(369,190.40)	202.55
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	216,518.73	16,786,641.26	28,239,700.00	11,453,058.74	59.44
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	1,614,375.00	1,653,750.00	1,590,000.00	(63,750.00)	104.01
7292 - TRANSFER TO ENTERPRISE	444,312.50	478,625.00	0.00	(478,625.00)	0.00
7295 - 2019 BOND - NORT519WERB	279,300.00	558,600.00	0.00	(558,600.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	783,825.00	1,833,279.59	1,833,000.00	(279.59)	100.02

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE TEN MONTHS ENDING OCTOBER 31, 2023

PRINCIPLE	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
	3,121,812.50	4,524,254.59	5,127,288.00	603,033.41	88.24
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	(3,121,812.50)	(4,524,254.59)	(5,127,288.00)	(603,033.41)	88.24
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,592,151.06	23,651,691.55	22,624,387.00	(1,027,304.55)	104.54
TOTAL EXPENSES	3,729,288.40	29,066,441.00	42,679,435.00	13,612,994.00	68.10
PROFIT/LOSS	(1,137,137.34)	(5,414,749.45)	(20,055,048.00)	(14,640,298.55)	27.00

FOR MANAGEMENT PURPOSES ONLY

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		3,641,284.05
Add: Cash Receipts		43,767.41
Less: Cash Disbursements		(1,257,539.25)
Add (Less) Other		(800,298.71)
Ending GL Balance		1,627,213.50
Ending Bank Balance		1,867,069.35
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022	17106 (227.65)
	May 12, 2023	17640 (750.00)
	Jul 24, 2023	17898 (2,400.00)
	Aug 11, 2023	17963 (52.00)
	Aug 31, 2023	18008 (15,000.00)
	Sep 21, 2023	18069 (10,461.00)
	Sep 21, 2023	18082 (21.00)
	Oct 16, 2023	18138 (724.00)
	Oct 17, 2023	18145 (8,930.16)
	Oct 17, 2023	18148 (17,564.08)
	Oct 17, 2023	18150 (11,423.75)
	Oct 17, 2023	18151 (611.78)
	Oct 17, 2023	18156 (7,265.85)
	Oct 17, 2023	18157 (3,900.00)
	Oct 17, 2023	18158 (100.20)
	Oct 20, 2023	18161 (10,321.42)
	Oct 20, 2023	18162 (1,100.00)
	Oct 20, 2023	18163 (9,460.00)
	Oct 20, 2023	18165 (199.80)
	Oct 20, 2023	18166 (511.84)
	Oct 20, 2023	18167 (7,370.27)
	Oct 20, 2023	18168 (1,315.57)
	Oct 20, 2023	18169 (26.64)
	Oct 24, 2023	18170 (182.45)
	Oct 24, 2023	18171 (5,551.00)
	Oct 24, 2023	18172 (4,245.50)
	Oct 24, 2023	18173 (34,042.72)
	Oct 24, 2023	18175 (9,076.18)
	Oct 24, 2023	18176 (8,500.00)
	Oct 24, 2023	18177 (30,922.00)
	Oct 24, 2023	18178 (300.00)
	Oct 31, 2023	18179 (7.65)
	Oct 31, 2023	18180 (319.00)
	Oct 31, 2023	18181 (225.00)
	Oct 31, 2023	18182 (1,996.27)
	Oct 31, 2023	18183 (2,050.83)
	Oct 31, 2023	18184 (3,591.00)
	Oct 31, 2023	18185 (1,779.00)
	Oct 31, 2023	18186 (25,932.28)
	Oct 31, 2023	18187 (183.09)
	Jul 17, 2023	VOID 16682 (24,198.75)
Total outstanding checks		(262,839.73)
Add (Less) Other		
	Oct 30, 2023	CC1030 10,715.27
	Oct 31, 2023	CC1031 8,478.53
	Oct 30, 2023	CCIH1021 470.40

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

Filter Criteria includes: Report is printed in Detail Format.

Oct 31, 2023	CCIH1022	723.74
Oct 31, 2023	MARS1020	<u>2,595.94</u>

Total other	22,983.88
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>1,627,213.50</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	14,927,834.03
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	67,097.38
Ending GL Balance	14,994,931.41
Ending Bank Balance	14,994,931.41
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	14,994,931.41

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,255,711.19
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,961.72
Ending GL Balance	2,265,672.91
Ending Bank Balance	2,265,672.91
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	2,265,672.91

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	39,773,894.78
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	175,650.24
Ending GL Balance	39,949,545.02
Ending Bank Balance	39,949,545.02
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	39,949,545.02



November 8, 2023

Attention: Eric Reckentine
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Dear Mr. Reckentine,

Reference: **Hwy 14 Recharge Basin – aka Longs Peak Farm 2023-24 Support**
File: 227704354

In our letter dated November 10, 2021, Stantec proposed “Phase 2” services which included construction support tasks based on the assumption that construction would take ~5-weeks total – and occur in April/May 2022. We also assumed that there would be no more than five (5) site visits during construction.

Below is a summary of construction related milestones, where several have yet to be realized by the Contractor. The Contractor for this project is Quality Well and Pump (QW&P).

	Proposal Assumption	Actual	Days Behind Schedule
RFB sent to Selected Contractors (NWCWD list)	3/8/2022	8/9/2022	154
Pre-bid meeting/site visit, Q&A,	3/8/2022	10/6/2022	212
Bid Opening	4/5/2022	10/12/2022	190
Recommendation	4/7/2022	10/14/2022	190
Issue Notice of Award	4/8/2022	10/27/2022	202
Issue Notice to Proceed	4/25/2022	10/27/2022	185
Construction Commencement	4/25/2022	11/30/2022	219
Site Visits	5	8 ¹	
Construction Completed	5/30/2022	not achieved yet	
Submittals and Materials Procurement	4/25/2022	waiting on QW&P	
Restoration - final seed install	5/30/2022	~spring 2024	
Final Completion	6/3/2022	not achieved yet	

The bidding process occurred much later in 2022 due to site access and purchase agreement delays. Due to site access easements, the recharge basin location was moved to the west (where we don't have site specific infiltration testing at the bottom of the recharge basin). QW&P potholed the WSSC Crosscut Lateral and determined that the pipe was clay tile not RCP (as design assumed). The clay tile pipe was at a lower elevation than the design assumed. Due to rainfall in April – June 2023, the WSSC Crosscut Lateral didn't

¹ Marty Jones January 31, February 3, 13, 14, March 3, April 20 and July 26. Pamela and Donovan on September 13, 2023.

Reference: Hwy 14 – aka Longs Peak Farm 2023-24 Support. File: 227704354

start making deliveries until June 28, 2023. The recharge basin was damaged on June 29, 2023, and QW&P made emergency repairs. The recharge basin didn't operate properly in 2023. Stantec has met with QW&P and outlined a plan for repairs to better meet the design intent.

Stantec has completed the additional scope (described above) within the approved budget, but in order to complete this project additional budget is required. Stantec has adjusted the scope to account for the project running behind the proposed schedule. Stantec has been responsive to design changes and emergency repairs. Our last invoice was issued for period ending August 11, 2023.

This proposal is an estimate of professional fees to complete the construction support.

Scope of Work & Schedule:

Stantec proposes the following scope of work:

TASK 1: Remaining 2023 Construction Support

Stantec will:

- Prepare contract documents for construction
 - work change directives #1-3
 - change order #1
 - granting the contractor additional time to complete work
 - review construction progress and issue payment request #1 and #2
- Conduct on-site infiltrometer testing at the revised recharge basin location.
 - Stantec will provide email notice to Wade and Bayswater (days using Bayswater Access Road).
 - NWCWD will provide the labor, operators and equipment necessary to conduct the testing scheduled for October 20, 2023. NWCWD expenses related to this are not included in our proposal.
 - If the infiltration testing results will not meet the recharge requirements, then Stantec will issue a notice of work suspension to Quality Well & Pump.
- Prepare a technical memorandum summarizing infiltration testing results and next steps (present a minimum of two alternatives).
- Assuming that NWCWD board approves change order #1.

TASK 2: Drilling and Oversight

Stantec will:

- Prepare a request for quotation document for driller
- Send RFQ to (2) Stantec pre-qualified drillers to provide bids
 - Assuming the driller bid does not exceed \$40,000
- Provide onsite support for drilling subcontractor to complete eight (8) soil borings.

Reference: Hwy 14 – aka Longs Peak Farm 2023-24 Support. File: 227704354

- Stantec will provide email notice to Wade and Bayswater (days using Bayswater Access Road).
- Assuming drilling can be completed by driller in 8 days or less.
- Conduct no more than eleven (11) site visits for drilling support.
 - Assuming Stantec stakes the preliminary boring locations for utility locates
- Prepare a technical memorandum summarizing drilling results and next steps

TASK 3: Recharge Basin Design Modification

Stantec will:

- Proceed with preparing a plan sheet to show the recommended recharge basin design alternative.
 - Assuming Alternative C is selected (addition of a filtration berm, (2) perc holes and additional grading).
 - Assuming that all modifications are within the easement limits.
 - Stantec will prepare an opinion of probable construction cost (OPCC) for NWCWD
- Prepare the contract documents to complete construction (work change directive #4.)
 - Assuming that Quality Well & Pump provides reasonable pricing promptly (within 10-days of issuance of work change directive #4).
 - Assuming that Quality Well & Pump will subcontract the perc hole drilling to the awarded driller from Task 2.
 - Stantec will issue change order #2 and a notice to resume work to Quality Well & Pump
 - Assuming that NWCWD board approves change order #2.

TASK 4: Construction Oversight for Recharge Basin Design Modification

Stantec will:

- Prepare contract documents for construction
 - review construction progress and issue payment request #3 and #4
 - Prepare substantial completion notice, when applicable (after operational testing)
 - Prepare final completion notice
- Conduct no more than 15 additional site visits during construction.
 - Stantec will provide email notice to Wade and Bayswater (days using Bayswater Access Road).
 - Be on-site during construction of the perc holes (as applicable)
 - Included are the operational water testing with QW&P outside of WSSC Crosscut Lateral delivery season.
 - Stantec assumes that Tri Districts will complete a minimum of (2) site visits and share photos to confirm seeding in 2024.

Project Team

The Stantec project team will be led by Pamela Massaro.

Reference: Hwy 14 – aka Longs Peak Farm 2023-24 Support. File: 227704354

FEES AND CONDITIONS

Stantec proposes to perform the stated scope of work on a time and materials basis with a not to exceed amount for work performed. Our current fee schedule is included as **Attachment A**. Subcontractor costs are included at cost with no markups.

For this proposal, we have developed the following costs to complete the outlined scope:

Task #	Scope of Work	Subcontractor Costs	Stantec Professional Fee Estimate	Respective Task Cost
1	Remaining 2023 Construction Support		\$14,895.50	\$14,895.50
2	Drilling and Oversight	\$42,000 ²	\$27,116.00	\$69,116.00
3	Recharge Basin Design Modification		\$16,648.10	\$16,648.10
4	Construction Oversight for Recharge Basin Design Modification		\$17,786.40	\$17,786.40
	<i>Subtotals</i>	<i>\$42,000</i>	<i>\$76,446.00</i>	
			Total	\$118,446.00

Our costs to complete this work will be billed on a Time and Materials basis Not to Exceed **\$118,446.00**. A detailed hours table is provided as **Attachment B**.

Should the stated level of effort be less than anticipated, NWCWD will only be charged for the work and time expended. Work that may be beyond the stated scope in this proposal will promptly be brought to NWCWD's attention prior to initiation of the work.

On behalf of Stantec, thank you for the opportunity to provide you this proposal. If you have questions or need additional information regarding the information provided in this proposal, please do not hesitate to contact me at (970) 893-4807 or pamela.massaro@stantec.com.

Regards,

Stantec Consulting Services Inc.

Pamela Massaro, PE
Project Manager
Phone: (970) 893-4807
pamela.massaro@stantec.com

² Driller and Lab estimate

Reference: Hwy 14 – aka Longs Peak Farm 2023-24 Support. File: 227704354

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

This proposal is accepted and agreed on the 13 day of November, 2023.

Per: North Weld County Water District

Mr. Eric Reckentine, Manager

Print Name & Title

Signature



ATTACHMENT – STANDARD RATE TABLE

BC2277_2023-0

HOURLY RATES

Stantec Billing Level	2023 Hourly Rate*
3	\$98
4	\$104
5	\$115
6	\$119
7	\$127
8	\$133
9	\$142
10	\$149
11	\$157
12	\$161
13	\$172
14	\$183
15	\$202
16	\$225
17	\$237
18	\$242
19	\$260
20	\$270
21	\$285

*Rates subject to annual increase.

OTHER EXPENSES / MATERIALS

~~Stantec's standard mark-up on expenses is 10%. Unless prescribed differently within the proposal or other contract paperwork, this mark-up is used in all areas as indicated below:~~

- ~~• **Sub Consultants**~~
- ~~• **Subcontracted Commodity Services**
e.g., analytical laboratory services, drilling contractors, etc.~~
- ~~• **Meals**
May be billed at cost or daily per diem.~~
- ~~• **Lodging**~~
- ~~• **Mileage**
Stantec uses the U.S. Internal Revenue Service standard mileage rate.~~
- ~~• **External Equipment and Supplies.**
e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.~~

Company-owned equipment will be billed on unit rate basis (e.g., daily; weekly); the expense markup does not apply to these rates. A separate Stantec Equipment Rate Schedule* is available upon request. If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

FEE ESTIMATE - Hwy 14 Recharge Basin

Attachment B

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	491.50	\$ 75,587.93	\$ 858.07	\$ 42,000.00	\$ 118,446.00
Total	491.50	75,587.93	858.07	42,000.00	\$118,446.00

Task	Task Name	Task Type	Hours	Labour	Expense	Subs	Total
1	Task 1: Thru Nov 6	Time & Material	89.50	\$ 14,835.50	\$ 60.00	\$ -	\$ 14,895.50
1.1	WCD001 - Change in Design (lower SideCut)	Time & Material	0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.2	WCD002 - June 29 Repairs	Time & Material	0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.3	Sept 11 Meeting with TriD	Time & Material	0.00	\$0.00	\$0.00	\$0.00	\$0.00
1.4	Sept 13 Onsite Level Measurements	Time & Material	16.00	\$2,680.00	\$30.00	\$0.00	\$2,710.00
1.5	Oct 3 Meeting w QW&P & Meeting Minutes/Action	Time & Material	4.00	\$900.00	\$0.00	\$0.00	\$900.00
1.6	WCD 1-3, CO 1	Time & Material	8.00	\$1,616.00	\$0.00	\$0.00	\$1,616.00
1.7	Pay Claim 1 and 2	Time & Material	4.00	\$900.00	\$0.00	\$0.00	\$900.00
1.8	Submittals	Time & Material	3.50	\$511.50	\$0.00	\$0.00	\$511.50
1.9	Oct 20 onsite Testing	Time & Material	26.00	\$3,934.00	\$30.00	\$0.00	\$3,964.00
1.10	Tech memo and Alternatives	Time & Material	28.00	\$4,294.00	\$0.00	\$0.00	\$4,294.00
2	Task 2: Soil Borings	Time & Material	185.00	\$26,791.72	\$ 324.28	\$ 42,000.00	\$ 69,116.00
2.1	RFQ development/Bidding	Time & Material	25.00	\$3,702.00	\$0.00	\$0.00	\$3,702.00
2.2	Drilling sub contractor & Testing	Time & Material	8.00	\$1,473.77	\$30.00	\$42,000.00	\$43,503.77
2.3	Drilling oversight	Time & Material	134.00	\$18,906.00	\$294.28	\$0.00	\$19,200.28
2.4	Drilling Summary TM	Time & Material	18.00	\$2,709.95	\$0.00	\$0.00	\$2,709.95
3	Task 3: Design Revisions	Time & Material	110.00	\$ 16,648.10	\$ -	\$ -	\$ 16,648.10
3.1	Concept, 60% 90%	Time & Material	98.00	\$14,743.50	\$0.00	\$0.00	\$14,743.50
3.2	WCD 4, CO 4	Time & Material	12.00	\$1,904.60	\$0.00	\$0.00	\$1,904.60
4	Task 4: Construction Oversight	Time & Material	107.00	\$ 17,312.61	\$ 473.79	\$ -	\$ 17,786.40
4.1	NTP to QW&P	Time & Material	3.00	\$623.81	\$0.00	\$0.00	\$623.81
4.2	QW&P Repairs - Onsite	Time & Material	16.00	\$2,670.72	\$118.00	\$0.00	\$2,788.72
4.3	Driller Sub Per Hole Construction	Time & Material	50.00	\$7,597.00	\$147.79	\$0.00	\$7,744.79
4.4	QW&P Testing - Onsite	Time & Material	9.50	\$1,430.06	\$59.00	\$0.00	\$1,489.06
4.5	Issue Sub Compl. Cert	Time & Material	10.00	\$1,423.10	\$59.00	\$0.00	\$1,482.10
4.6	April '24 final walk	Time & Material	4.00	\$667.68	\$30.00	\$0.00	\$697.68
4.7	Payment Reviews 3 & 4, Completion Notice	Time & Material	7.00	\$1,685.25	\$0.00	\$0.00	\$1,685.25
4.8	May Seeding QW&P - Onsite	Time & Material	3.00	\$426.93	\$30.00	\$0.00	\$456.93
4.9	Aug Seeding QW&P - Onsite, retainage release	Time & Material	4.50	\$788.06	\$30.00	\$0.00	\$818.06



November 6, 2023

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

RE: Early Materials Procurement Recommendation
36-inch Water Line Adjustment – WCR 13 Project

Dear Mr. Reckentine:

The subject project is scheduled for construction beginning in March 2024, with an April 30, 2024 substantial completion date. The project includes lowering a short portion of 36-inch ductile iron (DI) water line, located in Weld County Road (WCR) 13/South County Line Road 1, to accommodate the replacement of an existing 18-inch diameter culvert. The existing 18-inch diameter culvert crosses below the roadway approximately 0.43 miles south of the Highway 14 intersection. This portion of WCR 13 is owned and maintained by the Town of Timnath. Construction plans and specifications development is currently in progress. The project schedule is on a fast track with the goal to replace the culvert prior to spring run-off. The main concern with the short schedule is the procurement and fabrication lead time of the 36-inch DI pipe, the 36-inch DI fittings, and associated accessories required to complete the water line lowering. Based on recent experience with project delays caused by supply chain issues, we believe it would be prudent for the North Weld County Water District (District) to purchase the 36-inch water line materials as soon as possible, before the project is bid and awarded to a contractor to maintain the project schedule. All other materials required to complete the project will be supplied by the contractor under the construction contract.

Construction plans and specifications preparation has progressed to a point where a conservative estimate of material quantities required to complete the 36-inch water line lowering has been developed. Based on the quantity estimate provided by Trihydro Corporation, District staff obtained the attached material quote of \$94,350.47 (not including taxes) from Dana Kepner Co., including:

- 7 joints of 36-inch DI pipe
- 4 - 45° 36-inch DI fittings
- 2 – 36-inch DI solid sleeves



Mr. Eric Reckentine
November 6, 2023
Page 2

- 12 – 36-inch mechanical joint restraints and gaskets required to complete the DI fitting connections
- 288 bolts

Trihydro reviewed the price quote and believe the materials quoted are consistent with current industry pricing. Trihydro recommends the District approve the direct purchase of the materials outlined above in the amount of \$94,350.47, plus taxes.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "C. Jade Gernant".

C. Jade Gernant, P.E.
Project Manager

0075Q-003-0010

Attachment



TIMNATH LOWERING

Bid Date:

Project Location:

Due to world conditions and supply chain issues, Dana Kepner Co. quotes are based on the manufacturers' pricing and availability at time of shipment. We urge that pricing be confirmed before delivery.

Quote: DP102423A

TakeOff Name: TakeOff 1

Customer: NORTH WELD COUNTY WATER DIST

Sales Rep: Jon Wheeler

Phone: 406.370.7652

eMail: jwheeler@danakepner.com

Ft. Collins

3701 Canal Drive

Ft. Collins, CO 80524

Standard Hours: 7:00a to 5:00p Monday through Friday

Phone: 970.482.3311

On Call: 970.222.0093

Assumptions

Per Plan/Customer specifications will prevail in this proposal.

Terms and Conditions

Due to the extreme volatility of raw material, energy, and transportation costs, the prices shown in this quotation are subject to the Manufacturers' price in effect at the time of shipment.

Totals are for estimating purposes only. Unit prices prevail.

Dana Kepner Company, Inc. is not responsible for manufacturers ability to ship material or hold prices.

Due to volatility in the copper commodity market, copper tubing pricing will be determined at time of shipment.

Quoted totals do not include taxes.

PVC and HDPE pricing is based on manufacturer's ability to direct ship to the jobsite.

This quote is for the supply of material only.

The materials specifications, sizes, and quantities listed are the interpretations of Dana Kepner Company, Inc. and are believed to be correct, but are not guaranteed.

Connecting hardware for Non-DK supplied material is not included in bid, unless otherwise noted.

PVC Sewer Pipe may come in 13', 14', 20', & 22' lengths, based on availability. Regardless of product description in this proposal.

Clay Pipe and Fittings are Non-Returnable.

PVC and HDPE material are considered Freight-On-Board from the manufacturer.

Terms are net 30, and Quote is based on award of complete project.

All returns must be approved by management and will have a minimum 15% restock charge. Nonstocks are not returnable, and are shaded gray within this quote.

Manufacturer standard warranty applies.

Thank you for the opportunity to bid this project.

LINE LOWERING

36"LINE LOWERING

Qty	Unit	Description	Price	Total Price
1	126.9 FT	36"X18'1-1/2" PC-250 TYTON JOINT DIP	\$333.81	\$42,350.47
2	4.0 EA	36" MJ 45 BEND,SSB DI LESS ACC	\$5,268.00	\$21,072.00
3	2.0 EA	36" MJ SOLID SLEEVE, SSB DI LESS ACC	\$3,638.00	\$7,276.00
4	12.0 EA	36" DI PIPE MECHANICAL RESTRAINT FOR DUCTILE IRON PIPE (COLOR CODED BLACK)	\$1,695.00	\$20,340.00
5	12.0 EA	36" MJ P R GASKET	\$72.00	\$864.00
6	288.0 EA	1 X 6" COR-TEN TEE HEAD BOLT, WITH NUT	\$8.50	\$2,448.00
				\$94,350.47

Quote Summary

LINE LOWERING	36"LINE LOWERING	\$94,350.47
	LINE LOWERING Total:	\$94,350.47
Total Quote before Taxes:		\$94,350.47

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This FIRST AMENDMENT, effective the 27th day of October, 2023 by and between the **East Larimer County Water District and North Weld County Water District**, hereinafter called "OWNER" and **Kimley-Horn and Associates, Inc.**, a Colorado corporation, hereinafter called "CONSULTANT",witnesseth that,

WHEREAS, the OWNER and the CONSULTANT previously entered into an Agreement for Professional Services as of September 26th, 2023 ("EXISTING AGREEMENT") whereby CONSULTANT agreed to perform professional services for a project known and described as the NEWT 3 Easement Acquisition Assistance – K&M Company Property, hereinafter called the "PROJECT"; and

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

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

1. Engineering Design Services: The EXISTING AGREEMENT is hereby amended to include services from the CONSULTANT in the manner set forth in the letter and fee schedule from the CONSULTANT, dated October 27th, 2023, attached hereto as Exhibit A and incorporated herein by this reference.

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

Exhibit A: NEWT 3 Easement Acquisition Assistance – K&M Company Property
Contract Amendment 01 – Dark Horse Assistance

[SEPARATE SIGNATURE PAGE]

**First Amendment to Agreement for Professional Service
NEWT 3 Easement Acquisition Assistance – K&M Company Property**

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

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

Signature  _____

Name: Mike Scheid

Title: General Manager

Date: 10/31/23

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

Signature  _____

Name: **Tad R. Stout**

Title: **Board President**

Date: **11/01/2023**

CONSULTANT: Kimley-Horn and Associates, Inc.

Signature  _____

Name: Kory Andryscik

Title: Vice President

Date: 10/27/2023

**First Amendment to Agreement for Professional Service
NEWT 3 Easement Acquisition Assistance – K&M Company Property**

Exhibit A



October 27, 2023

Randy Siddens
East Larimer County Water District
232 South Link Lane, P.O. Box 2044
Fort Collins, Colorado 80522

**RE: *NEWT 3 Easement Acquisition Assistance – K&M Company Property
Contract Amendment 01 – Dark Horse Assistance***

Mr. Siddens,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this Scope of Services to **East Larimer County Water District and North Weld County Water District** (“Client”) to amend the NEWT 3 Easement Acquisition Assistance – K&M Company Property (“NEWT 3” or “Water Line Project”), project name to NEWT 3 Easement Acquisition Assistance. The original contract will also be amended to include services associated with the Dark Horse Estates Development plan.

Scope of Services

Kimley-Horn will provide the services specifically set forth below upon receiving a signed contract.

New Task 4 – Dark Horse Assistance

Kimley-Horn will review the Dark Horse Development Plan as presented by JR Engineering and provide an opinion on the feasibility to provide future dry utility and water connections from Cordhaven Drive into the Dark Horse Estates Development (aka – Endor Property). The future connections in Cordhaven Drive will be assumed to be located within the roadway right-of-way and at horizontal and vertical locations typical to the industry. This information shall be presented in a technical memorandum report and include a narrative of the evaluation that includes assumptions and criteria used for items such as dry utility horizontal locations and depths as required by typical dry utility providers, road slopes and standards, and other relevant assumptions and criteria.

Kimley-Horn will also prepare a Plan & Profile drawing to show future road centerline elevations and future utility locations as they relate to the NEWT 3 waterline. This plan will consist of one Plan and Profile sheet. This plan will not be signed and sealed, and will be used to show design intent, not constructability.

Should it be needed, Kimley-Horn will participate in discussions and/or correspondence with District staff and legal counsel. Meetings with the Endor property owner, their legal counsel and their engineering consultant may also be provided upon request and will be billed at our then current hourly rates.

The property in question is private property, and Kimley-Horn is not conducting any site visits.

A budget for this task has been provided based on twenty-four (24) hours of effort. Actual time spent will be billed at our then current hourly rates.

Schedule

The schedule shall be as mutually agreed upon between the Client and the Consultant.

Fee and Billing

Kimley-Horn will provide the design and consulting services described within the Scope of Services for the following fee:

Task	Task Description	Fee	Fee Type
Tasks approved by Prior Contract			
Task 1	Document Review	\$13,500	HR, Est
Task 2	Expert Report	\$21,250	HR, Est
Task 3	Expert Testimony	\$14,500	HR, Est
Total Fee Previously Approved		\$49,250	
Base Tasks Proposed by this Amendment			
Task 4	Dark Horse Assistance	\$8,000	HR, Est
Summary			
	Previously Approved IPO's	\$49,250	
	Currently Proposed IPO's	\$8,000	
New Total Contract Amount		\$57,250	

**All fees assume continuous Project progression. Delays or stoppages will impact fees required. Reimbursable expenses are not included and will be billed separately.*

Hourly Fee - Services indicated by "HR, Est" will be provided on an Hourly Basis and are estimates for these tasks. Budgets are provided based on the maximum hours noted in the Scope of Services for reference only. Labor fee will be billed based on actual hours spent according to our Standard Hourly Rate Schedule, which is subject to periodic adjustment. An amount equal to 5% of the labor effort will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. All actual time spent will be billed. Kimley-Horn will not exceed the total maximum labor fee shown without providing notice to the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Reimbursable Expenses - For all tasks, direct reimbursable expenses such as express mail or delivery, air travel, out-of-town mileage, plan reproduction and other direct expenses will be billed, as incurred, at 1.15 times cost. All permitting, application, and similar Project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

These services will be provided based upon the terms and conditions contained within this document and are subject to the Agreement for Professional Services between the Client and Consultant dated September 26th, 2023. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Andy Reese
Project Manager

By: 
Emily Felton, P.E.
Associate

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

November 8, 2023

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

RE: North Weld Zone 1 – East Waterline
Scope of Services Proposal

Dear Eric:

This scope of work proposal follows on our recent design meeting discussions and discovery process for the North Weld County Water District (North Weld) Zone 1 Pressure Zone. Through a collaborative effort, the Zone 1 pressure zone has been modeled and an additional waterline need was identified to extend from HWY 257/CR80.5 to the intersection of CR80/CR23. We appreciate the opportunity to provide additional design services for this critical infrastructure project.

We understand the project will provide needed potable water to a currently capacity-constrained area of the water district. Thank you for giving Ditesco the opportunity to provide Design and CM services for this project. Ditesco is built on relationships and we appreciate our continued relationship with North Weld!

Please let me know if you have any questions or require further information regarding this proposal, I can be reached by phone at 970.690.1889 and email jill.burrell@ditescoservices.com.

Sincerely,



Jill Burrell, P.E.

Enc. scope of services

Cc: Keith Meyer, PE
file

Exhibit A

North Weld Zone 1 East

Design & Construction Phase

Scope of Services

Project Understanding

Design & Bidding Phase

North Weld County Water District (NWCWD) currently has potable water pipelines routed from Soldier Canyon Filter Plant (SCFP) to the east, into the distribution system. NWCWD is currently improving the infrastructure for a portion of the potable water transmission system, in tandem with East Larimer County Water District (ELCO), called the NEWT 3 pipeline. This waterline extends potable water distribution through primarily private property from east Fort Collins, to the intersection of Highway 14 and Weld County Road 13.

The NEWT line will connect into NWCWD 36-inch pipeline that travels to the south, along County Line Road (CR13). As part of the first phase of the project (Zone 1 West), NWCWD will extend the design and installation of a variety of pipelines towards the existing HWY14/HWY257 tanks. Based on modeling requirements, an additional pipeline is required to meet capacity needs between CR80.5/HWY 257 and CR80/CR23. This pipeline will be known as Zone 1 East. The proposed pipeline is anticipated to be 36-inch steel pipeline. The full pipeline replacement extents are shown in Figure 1 and include approximately 18,900-lineal feet of pipe.



Figure 1. North Weld Approximate Limits of Zone 1 East Pipeline Replacement

All Zone 1 East waterline is planned to be welded steel pipe, designed to AWWA M-11 Standards. The waterline will be cathodically protected and designed and installed to allow for future pump station addition and increase in pressure.

NWCWD desires to contract with an Engineering team to complete the survey, design, property acquisition, and project management for this pipeline. Ditesco has prepared the following scope of work, based upon the information provided during multiple design meetings for the Zone 1 West project. NWCWD desires for the waterline design and permitting to be complete, allowing the construction of the waterline to occur in approximately 18-months (anticipated May 2025).

Construction Phase

Following completed design and permitting for Zone 1 East pipeline, the pipeline construction is anticipated to be advertised for construction in the 2nd Quarter 2025. It is anticipated this work would be completed through a Construction Manager at Risk (CMAR) procurement method and single pipe heading over an 14-month duration. It is assumed that Quality Control (QC) construction testing will be provided by the Owner, under a separate contract.

For this work, Ditesco is anticipating utilizing our Construction Management group that has robust large diameter steel pipeline experience. Ditesco will continue to act as Engineer during the Construction Phase, providing Engineering Services During Construction, and coordinate additional construction oversight with our Construction Management team.

Our proposed scope includes Preconstruction, Construction, and Post Construction services as described below. We anticipate final restoration of property and close out of temporary construction easements to occur over a longer period and have included part time effort to assist with close out in Post Construction services.

Project Approach – Design

Design Development Phase

General Design Services

- Our team will develop a preliminary horizontal alignment for the waterline, complete to a 30% design level, during this phase of the work. The waterline routing will evaluate constructability concerns, property availability/acquisition needs, and construction phasing of the waterline. These drawings will include topographic survey, property boundary information, existing utilities.
- Our team will complete full topographic survey of the corridor. This topographic survey will include survey grade to 1-ft contours. The survey will include title work for adjacent properties to understand existing easements and property ownership. Topographic survey will be collected on State Plane and NAVD 88 and will include the collection of utilities along the corridor.
- Our team will complete geotechnical sample collection and geotechnical testing. It is anticipated that we will complete twenty eight (28) borings along the corridor to a depth of 15 to 30 feet, or auger drill refusal. We will collect samples in 5-foot intervals and monitor groundwater levels upon boring completion and several days following the boring.
- Soils samples will be collected and sampled in the laboratory and a geotechnical report will be generated to discuss sample results, geologic hazards, trenchless construction recommendations, excavation considerations, assessment of on-site natural soils and existing fill for reuse as engineered fill, groundwater effects on proposed construction, and resistivity results to inform cathodic protection.
- We have anticipated utilizing Procore for all project documentation. Ditesco will utilize the same Zone 1 Waterline Procore site for the west and east waterlines. This service is provided for the project at no additional cost to the Owner.
- For all drawing and specification reviews, we have anticipated utilizing a BlueBeam studio session. This approach allows collaborative real-time review of project documents, drawings, and specifications.
- For the selected horizontal alignment and private property crossings of the pipeline, our team will develop temporary and permanent easement exhibits to support the acquisition of property.
- Our team will stake property boundaries and proposed temporary and permanent construction easements to support the property acquisition efforts. Each property will be staked one time, after general consensus has been reached with the property owner.
- We will collect utility crossing information for all existing utilities within the pipeline alignments. We have anticipated 175 potholes across this alignment. These potholes are primarily anticipated to be completed in soft-surface areas. This effort will include all traffic control plans and permitting, core drilling, if applicable, and restoration with squeegee backfill. Flow fill backfill has not been included for these potholes. These pothole locations will be surveyed and added to the base drawings.
- Our team will develop a Subsurface Utility Engineering (SUE) Drawing to a quality Level A, including all pothole investigation, photographs of potholes, and documentation of all utilities. The pothole log will be included in the drawing set. Photographs documenting the existing utility information will be included as an exhibit to the specifications.

- Ditesco will work with Stantec to develop the final hydraulic conditions for operation of this pipe. Our scope does not include detailed hydraulic analysis of the District's system for addition of this pipeline. The pipeline will be designed to AWWA M-11 standards.
- We will evaluate the location of new meter vaults in the system. It is anticipated two (2) additional meter vaults may be installed along the Zone 1 East pipeline corridor. It is anticipated these meter vaults will include:
 - Subsurface vault – either cast in place concrete or pre-fabricated structure
 - Metering system – magnetic meter or similar
 - Isolation valves
 - Cathodic protection system
 - Water quality panel including testing for chlorine residual, pH, and temperature
- Following geotechnical sampling and testing, our team will develop recommendations and design for cathodic protection along the pipeline. Cathodic protection design will be completed by a NACE Certified CP4 and the design will include:
 - Basis of CP design and calculations
 - Soil resistivity analysis
 - Detail design drawings and specifications and cathodic protection bill of products
- Our team will develop a design development drawing set, complete to a 60% design level, for the waterline, during this phase of the work. This drawing set is anticipated to include the following sheets:
 - Cover (1 sheet)
 - General Notes (3-4 sheets)
 - Existing Conditions (3-4 sheets)
 - Overall Site Plan (3-4 sheets)
 - Plan and Profile drawings (30-33 sheets)
 - Ditch Crossing sheets (2-3 sheets)
 - Cathodic Protection Drawings (3-4 sheets)
 - P&ID Drawings (3-4 sheets)
 - Electrical Drawings (3-4 sheets)
 - Details (5-6 sheets)
 - SUE Plan (3-4 sheets)
 - **Total Sheets: 59-71 sheets**
- Our team will develop a Division 01-48 CSI-formatted technical specifications set for North Weld during the design development phase.
- We will coordinate with the ditch company for the one (1) crossing anticipated with this waterline. We will complete initial outreach for horizontal and vertical alignment requirements, and discuss crossing review and approval process. We will utilize the design development package to present the proposed utility crossings.
- For the Design Development Phase we have anticipated the following meetings:
 - Bi-weekly meetings with the project team and Owner. For this effort, approximately twelve (12) meetings have been anticipated. For efficiency purposes, it is anticipated that Zone 1 East and Zone 1 West waterline meetings will be held simultaneously. Fewer meetings were added to this scope of work due to the existing Zone 1 West scope of work.
 - Design meeting with Weld County to discuss utility crossings and permitting. Anticipate two (2) meetings.
 - Design coordination with the ditch company is anticipated to include one (1) meeting.
 - Bi-weekly internal design coordination meetings with design team. This effort is anticipated at thirteen (13) meetings. For efficiency purposes, it is anticipated that Zone 1 East and Zone 1 West

waterline meetings will be held simultaneously. Fewer meetings were added to this scope of work due to the existing Zone 1 West scope of work.

- One (1) 60-percent Design Development Package Review meeting. This design review meeting is anticipated to be on a similar path with Zone 1 West, but may require a separate meeting.

Environmental Services

- Following the preliminary horizontal alignment of the pipeline, our team will complete an environmental survey to provide environmental clearances along the corridor. Our team will provide the following surveys:
 - Wetland & Waterbody Delineation – this effort will include delineation of location, boundaries, and aerial extent of jurisdictional Waters of the United States (WOTUS) and potential waters of the State. Results will be documented in a report and extents coordinated with the project survey.
 - Migratory Bird and Raptor Nesting Surveys/Sensitive Species Survey – this effort will include a field survey and summary technical memorandum.
 - Nationwide Permit Preconstruction Notification – this effort will include coordination with US Army Corps of Engineers (USACE) on jurisdictional status of water bodies, Nationwide Permits, preconstruction notification to be submitted to the USACE and CDPHE, if required.
- These efforts are not anticipated to include Individual 404 Permits, 401 Water Quality Certifications, or other state permits.

Property Acquisition

- Our Team will complete property valuations and collect any necessary additional title work for the affected properties.
- For each of the fourteen properties with which the waterline crosses, it is recommended that appraisals are obtained for each property. We have anticipated fourteen (14) appraisals within this scope of work.
- All conveyance documents will be completed on North Weld standard forms and will be reviewed and approved by the North Weld prior to distribution.
- Upon the development of initial project drawings, our team will meet with each property owner or their representatives in an effort to establish “good faith” negotiations and resolve the acquisition by voluntary settlement. It is anticipated that these negotiations remain open for at least 30-days, based on CDOT and federal policies, to allow for the property owner to consider and negotiate North Weld offer. During these negotiations, North Weld will be kept apprised of the situation. At the completion of the 30-day window, we will inform North Weld of the ability to negotiate a voluntary settlement. If agreement is not able to be reached, our team will discuss remaining options with North Weld.
- Our team will develop and complete final documentation upon agreement with a property owner. This information will be provided to NWCWD for review and approval. Upon acceptance of this agreement, our team, through Western States, will act as the District’s Agent for final closings, if desired.
- In the case that the North Weld must seek acquisition through condemnation, Western States will support NWCWD’s legal counsel and testimony in District Court relative to the negotiations with the property owners. If eminent domain is necessary, additional fees will apply as these costs are not included within our proposal.

SCADA and Electrical Design Services

- Our team will complete a preliminary design for the extension of power to the proposed tank location and any proposed meter vaults and/or interconnects. For this Zone 1 East project, we have anticipated two (2) additional meter vaults are included.
- Our team will develop a network diagram for the entire new system and Process and Instrumentation Drawings (P&IDs) for the tank and meter vault sites.

- Our team will conduct a site visit with our Electrical and instrumentation subcontractor, Browns Hill, to evaluate site utilization and utility availability at each location.
- The two (2) additional meter vaults will be designed with electrical power to accommodate lights, fans, instruments, and the PLC panel. All electrical vaults will be designed to the same standard across the project.
- EI&C design will include design of the communications system for the new infrastructure and all components of the SCADA system for design.
- For this study, we have not included a scope of work or cost to complete a radio path analysis and survey.

Construction Documents Phase

- In the Construction Documents Phase, our team will work to respond to NWCWD comments on the drawings and specifications prior to beginning this phase of the work. This effort will include development of a comment response log to address all open comments.
- Our team will rapidly advance the right-of-way crossing drawings. These areas are anticipated to trigger a Use by Special Review (USR) process with Weld County. We will support NWCWD in the development of all documents required for the permitting process. We will submit these drawings, coordinate with Weld County during their review, and respond to all comments from Weld County. This effort is anticipated to be completed concurrently with the remainder of the construction documents design phase.
- We will finalize the design of the new meter vaults in the system.
- Our team will advance the electrical and instrumentation and controls design to meet NWCWD needs for final installation.
- Our team will advance the design drawings to a final issue for construction document set, complete to a 90% level, during this phase of the work. This drawing set is anticipated to include the following sheets and may be combined with the Zone 1 West Drawings or act as a stand-alone drawing set:
 - Cover (1 sheet)
 - General Notes (3-4 sheets)
 - Existing Conditions (10 sheets)
 - Overall Site Plan (10 sheets)
 - Phasing drawings (3-4 sheets)
 - Traffic Control drawings (2-3 sheets)
 - Plan and Profile drawings (30-35 sheets)
 - Site restoration drawings (10-15 sheets)
 - Ditch Crossing sheets (3-4 sheets)
 - Cathodic Protection Drawings (3-4 sheets)
 - P&ID Drawings (3-4 sheets)
 - Electrical Drawings (3-4 sheets)
 - Details (5-6 sheets)
 - SUE Plan (3-4 sheets)
 - **Total Sheets: 89-108 sheets**
- Our team will develop an Engineer's Opinion of Probable Cost to AAEC Class 5 for the pipeline alignment construction.
- Our team will finalize Division 01-48 CSI-formatted technical specifications. These specifications will include references to the final geotechnical report, and any other pertinent information.
- We will finalize the ditch crossings with the ditch company. We will complete coordination for the final approval process. We will submit final construction documents to the ditch company to finalize review and approval of the crossings.

- For the Construction Development Phase we have anticipated the following meetings:
 - Bi-weekly meetings with the project team and Owner. For this effort, approximately five (5) meetings have been anticipated. Coordination with Zone 1 West waterline design process is anticipated and these meetings are anticipated to be limited/more efficient in review.
 - Design review meetings with Weld County including:
 - Pre-submission meeting (anticipate one (1) meeting)
 - Design review meetings after submission (anticipate two (2) meetings)
 - Final reconciliation meeting to close out all comments (anticipate one (1) meeting)
 - Design coordination with the ditch company is anticipated to include three (3) meetings.
 - Bi-weekly internal design coordination meetings with design team. This effort is anticipated at five (5) meetings.
 - One 90-percent Construction Documents Package Review meeting.
- Following the 90-percent documents meeting, our team will finalize the design drawings and specifications. These documents will be utilized as the basis for bid.

Bidding Phase

- Ditesco will develop front-end bid documents to support the project advertisement.
- Our team will attend one (1) preproposal meeting. This meeting is anticipated to be held in person at NWCWD. This meeting will be coordinated with the Zone 1 West project. We have not included additional time for a separate Zone 1 East preproposal meeting.

Our team will respond to questions generated during the bidding process. Responses will be developed and posted via Addendum. We have anticipated development of two (2) addenda for this process.

Design-Phase Deliverables:

- Deliverables will include full project documentation including:
 - Meeting Agendas & Minutes
 - Design-phase correspondence
 - Schedules
 - Reports – Environmental Surveys, Geotech, etc.
 - Topographic Survey, easement exhibits, easement descriptions
 - Title work and property binders
 - Photographs
 - Design Drawings
 - CSI-Formatted Technical Specifications
 - And other relevant information produced throughout the design phase

All documents will be provided in an electronic form on external drives for North Weld use (as duplicated from the Procore site).

Project Approach – Construction

Preconstruction Phase

- Prior to construction, we will establish a document management site for design team, owner and contractor access. This site will house all pre-construction phase communications including submittal reviews, RFIs, meeting minutes, and reports. Ditesco staff will establish the required tracking logs within Procore to manage the RFI, submittal and change tracking processes for use in Quality Assurance inspection and QA and QC result review. Ditesco will provide training and access for an unlimited number of users to this cloud-based application.

- Ditesco staff will prepare a quality assurance plan (QAP) establishing all of the necessary testing and inspection protocols for the project. This will be provided to the contractor and District staff for use and based on the contract documents and technical specifications. The approach assumes all construction Quality Control material testing is being provided by the contractor.
- We will attend individual landowner meetings for finalization of utility easement and temporary easement conditions as desired the by the District.
- We will assist in reviewing and optimizing a Risk Register for use during preconstruction, construction, and post-construction. The Risk Register will require buy-in and understanding from all parties and Ditesco will work to ensure a proper balance of risk between NWCWD, Ditesco, and the selected Contractor.
- Our team will review the contractor's construction schedule and provide comments in order to ensure a logical and achievable project schedule.
- Our team will provide review and provide comments for Contractor's Guaranteed Maximum Price (GMP), and serve as the manager for comment resolution, pricing adjustments, value engineering discussions, and final negotiations of the GMP.

Construction Management Phase

For the purposes of this scope of work, it is anticipated that the Zone 1 East and Zone 1 West waterlines will be completed consecutively, thus resulting in a similar overall effort for engineering services during construction and construction management services.

Engineering Services During Construction

- During Construction, Ditesco will provide Engineering Services During Construction, in coordination with our Construction Management team. Ditesco will provide Engineering Submittal review. For this effort, we have anticipated 250 additional Zone-1 East-specific submittals will be reviewed.
- For the construction of this project, our team will has anticipated 75 additional Zone-1 East-specific RFIs will be reviewed.
- Our engineering design team will attend the construction progress meetings on a bi-weekly basis. We have anticipated 36 meetings for this effort. Meeting preparation, documentation, and management will be managed by our construction management team.

Construction Management

- During this phase Ditesco will provide full-time Construction Management and Resident Engineering services to assist in work coordination and ensure compliance with contract documents/specifications.

Meetings

- Our staff will attend and document one (1) pre-construction meeting.
- We will schedule, manage, and document weekly construction progress meetings on site with the contractor and their subcontractors. We will provide meeting minutes for all meetings, track action items and ensure follow-through by the assigned party. We have anticipated 72 meetings for this effort.
- Ditesco staff will conduct special project meetings as necessary for work planning, method of procedure (MOP) review and sequencing events as may be required by the construction process.

Document & Process Management

- During the construction phase, we will manage a document management site. This site will house construction phase communications including, meeting minutes, test results, correspondence, daily logs and reports, submittals, RFIs, photographs, and other construction-related items.
- Our team will ensure work does not occur until approved submittals are provided to the contractor. As part of our normal inspection procedures, our staff will ensure all materials received on the jobsite conform to approved submittals and shop drawings.

- Our staff will manage the quality control program through NWCWD contracted material testing firm. Ditesco staff will review all material test reports provided by the testing firm. We will comment on reports not meeting specifications and recommend remediation measures if necessary. We will ensure the appropriate numbers of tests are taken and that they are sampled according to industry standards and the project specifications/QAP.
- We will maintain a photographic log of the project documenting construction and post construction conditions. This work is expected to include brief descriptions of each photograph with a filename, time and date reference, incorporated within the daily log. This work will be within the Procore document management site.
- We will maintain project records including contracts, schedules (overall job and three/six week look-ahead), progress meeting minutes, material test results, weekly reports, correspondence, pay applications, change orders, routine photographs, testing records and post construction close-out paperwork (punch lists, lien waivers, substantial completion/final acceptance).

Contract Administration

- We will review and recommend approval of pay applications to NWCWD, review and manage contract changes for approval by NWCWD and provide for overall administration of the construction contract. This work includes verification of quantities and cost backup, review and audit of all change order requests and performing independent cost estimates as necessary to support change order audits.
- We will implement change control procedures for a CMaR construction contract. This will include daily; weekly and monthly tracking of contractor progress items. We will establish these procedures with the contractor from the onset of construction.
- Ditesco will act as the main contact for NWCWD and Contractor throughout the construction phase, managing all aspects of the project delivery.

Quality Assurance

- Our staff will perform daily site inspection and observation (full time) to ensure quality construction and conformity to the plans and specifications. Inspections will include pipeline installation, excavation, dewatering, trench stabilization, shoring, pipe bedding, interior and exterior coatings, backfill and site restoration. Additional inspection will include structural concrete, reinforcing steel, bore/tunnel/shaft, roadway reconstruction and asphalt paving. We will provide field engineering support addressing field changes quickly to avoid construction delays.
- Our team will ensure the project is built to a high degree of quality. Nonconformance reports will be issued as necessary to document quality issues and bring issues to final closure.
- We will coordinate construction activities with all stakeholders including NWCWD, private property owners, and others as necessary.
- We will ensure the material testing firm is appropriately managed and quality control reporting is accurate.

Reports & Record Keeping

- We will provide NWCWD with weekly and monthly reports documenting the contractors work progress, contract times and other pertinent information.
- We will document daily work progress in the form of daily construction reports through the Procore site for each day that Ditesco is onsite for inspection and quality assurance. Daily reports will include work activities, production, photos, crew and equipment allocation, communications, testing, materials received, traffic management, changes in conditions, weather, any outside visitors, and hours worked.
- Our team will assist with startup and testing including coordination with the Contractor to develop Method of Procedure Plans for testing, documentation of startup activities, collection of Certificate of Proper Installation (COPI) forms from vendors, records of disinfection, and general coordination for startup activities associated with the pipeline, tank, and potential meter vaults.

- We routinely manage a “pending issues” log that tracks pending changes and issues related to the construction contract.
- Ditesco will ensure accurate record drawings are maintained through collection of Contractor provided redlines and information we may collect.
- Ditesco staff will document record locations of the as-built pipeline through use of survey and GPS grade equipment as a supplement to the contractor’s work.

Schedule Management

- Our team will monitor the contractor’s schedule regularly and expect monthly updates to the project CPM. We will endeavor to share project scheduling software files with the contractor to review logic, float and activity durations in detail. We will report on any discrepancies in the schedule to the expected delivery through terms in the construction contract.

Post Construction Phase

- We will conduct a final punch list walk-through for various stages of the work.
- Ditesco personnel will ensure that an as-built plan set is maintained by the Contractor and reviewed by Ditesco, upon completion of the project. This will be redlined drawings in Bluebeam or electronic drawings (CAD) maintained by our staff and will be coordinated with plan changes that may be documented by the contractor. We expect redlined drawings will be maintained through Procore or a Bluebeam Studio session. Upon completion of this set, final AutoCAD Civil3D record drawings will be developed by Ditesco.
- We will ensure accurate O&M manuals are transmitted to the City upon completion of the project (as applicable).
- Ditesco staff will assist NWCWD to compile, execute and collect all necessary close out paperwork including substantial completion, final acceptance, lien waivers, consent of surety, warranty letters and other close out forms as necessary.
- We will provide written Certificate of Completion to NWCWD and a final letter of certification that the construction was performed in accordance with the approved plans/specifications relative to Ditesco’s onsite observations.
- We will conduct warranty walk-through inspections at designated times after final project acceptance.
- Our team will monitor property restoration through monthly site visits for a period of 12 months following construction completion. This work will culminate with the 11-month warranty walk through of the project.

Construction-Phase Deliverables

- Deliverables will include full project documentation including:
 - Quality Assurance Plan (QAP)
 - Construction correspondence
 - Pay applications, change orders, field orders, work change directives
 - Schedules
 - Reports
 - Photographs
 - Meeting notes
 - Record drawings
 - And other relevant information produced throughout the preconstruction and construction phase

All documents will be provided in an electronic form on external drives for North Weld use (as duplicated from the Procore site).

Schedule

The anticipated schedule is as follows.

Design Phase	January 2024 to March 2025
Bidding/Pre-Construction Phase	March 2025 to June 2025
Construction Phase	July 2025 to December 2026
Post-Construction Phase	January to December 2027

Fee Estimate

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

- Fees associated for permits are not included in this scope of work and assumed by others
- Survey will be limited to half the right of way and 50-ft outside of right-of-way, following the alignment of the pipeline. If the pipeline is not within the right-of-way, the survey will review approximately 100-ft of property along the proposed alignment.
- We have anticipated utility potholing limited to approximately 175 potholes along the corridor.
- Survey exhibits and property acquisition limited to the fourteen (14) properties bordering the alignment.
- The Work will be designed/completed in private easements and is not anticipated to include extensive permitting with Weld County.
- Environmental surveys are limited to the initial Survey anticipated within this scope of work.
- Electrical and SCADA design is anticipated to support two (2) additional meter vaults
- Design for Zone 1 East is expected to be completed concurrently with design for Zone 1 West. Efficiencies for this effort have been documented within this scope of work.
- We have anticipated approximately twenty-eight (28) additional geotechnical bores across the proposed alignment.
- Other assumptions, as noted in the attached proposed fee.

<i>Design Development Phase:</i>	\$ 684,123.00
<i>Construction Document Phase:</i>	\$ 214,794.00
<i>Bidding Phase:</i>	\$ 8,044.00
<i>Pre-Construction Phase:</i>	\$ 23,854.00
<i>Construction Phase:</i>	\$1,295,017.00
<i>Post-Construction Phase:</i>	\$ 99,708.00
<i>ODCs:</i>	<u>\$ 124,790.00</u>
<i>Total:</i>	\$2,450,330.00

A detailed task breakdown is included. Please find this on page 13 & 14 of this scope of work proposal.

The fee shown above is to be billed on a time and material basis based on the rates shown in the table on page 12-14 of this proposal. All reimbursable expenses will be billed at direct cost.

Exhibit B

Ditesco 2023-2024 Rates

President:	\$240.00 per hour
Principal:	\$185.00 per hour
Department Manager:	\$165.00 per hour
Senior Project Manager:	\$155.00 per hour
Project Manager:	\$145.00 per hour
Design Engineer	\$141.00 per hour
Associate Project Manager:	\$125.00 per hour
Engineer:	\$120.00 per hour
Associate Engineer:	\$115.00 per hour
Project Engineer:	\$110.00 per hour
Senior Construction Manager:	\$152.00 per hour
Construction Manager:	\$136.00 per hour
Inspector:	\$106.00 per hour
Senior CAD Designer:	\$141.00 per hour
CAD Designer:	\$85.00 per hour
GIS Technician:	\$82.00 per hour
Administrative:	\$70.00 per hour
Mileage Reimbursement:	IRS Rate
Daily Truck Rate:	\$105.00 per day
Subconsultant Markup	none
All other costs at direct expense	
Terms	30 days net

Phase/Task Description	Personnel								Subcontractor	Task Total
	Keith Meyer	Jill Burrell	Dan Egger / Andrew West	Rhonda Bunner	Leslie Brantner	Matt Jardine	Justin Zandt	Eric Kitscher		
	Principal (hrs)	Sr Project Manager (hrs)	Design Engineer (hrs)	Senior CAD Designer (hrs)	Admin (hrs)	Senior Construction Manager (hrs)	Construction Manager (hrs)	Inspector (hrs)		
2.03 Contract Management - GMP Management										
- CMAA - GMP and Risk Register Review and Coordination	0	15	0	0	0	24	8	0		\$7,061
- Final GMP Resolution Meetings	0	15	0	0	0	30	24	0		\$10,149
Other direct costs (mileage, reproduction, etc)										\$478
Work Effort Subtotal	0	30	0	0	4	71	52	10		
Cost per labor category	\$0	\$4,650	\$0	\$0	\$280	\$10,792	\$7,072	\$1,060	\$0	\$24,332
Hours per day	0.0	0.5	0.0	0.0	0.1	1.1	0.8	0.2		
Hours per Month	0.0	7.5	0.0	0.0	1.0	17.8	13.0	2.5		
Construction Phase										\$1,295,017
2.03 Contract Management										
- Create and compile job files/Procure Management	0	0	0	0	28	42	35	0		\$13,104
- Contract Management	0	14	0	0	21	28	0	0		\$7,896
- Contractor Contract Management (Pay App, Change Orders, etc.)	10	14	10	0	0	56	28	0		\$17,750
1.02 Meetings										
- Preconstruction Meeting (minutes, contact lists, etc.)	0	3	3	0	0	8	3	3		\$2,830
- Progress meetings	0	92	42	0	0	183	122	122		\$77,522
2.01 Construction Management										
- Construction Quality Oversight (CM/RE)	20	20	140	0	0	1427	1690	1922		\$677,016
- Weekly & Monthly Reports	0	0	0	0	150	150	0	0		\$33,300
- Daily Construction Logs	0	0	0	0	0	122	305	305		\$92,354
2.02 Submittal Review/Coordination (Assume 250 submittals)	40	250	750	0	0	120	114	40	\$18,000	\$207,884
2.04 RFI Response (Assume 75 RFIs)	10	75	225	30	60	32	10	0	\$8,000	\$67,764
2.05 Schedule Management	0	14	0	0	0	42	28	0		\$12,362
2.06 Startup & Testing	0	60	75	0	0	90	150	0		\$53,955
2.07 Project Close Out										
- Record Drawing Documentation	0	0	0	50	0	40	80	70		\$31,280
Other direct costs (mileage, reproduction, etc)										\$109,025
- Vehicle Cost at \$105/day; 3 vehicles										\$96,075
- Other Direct Costs as % of labor at 1.0%										\$12,950
Work Effort Subtotal	80	542	1245	80	259	2340	2565	2462		
Cost per labor category	\$14,800	\$84,010	\$175,545	\$11,040	\$18,130	\$355,680	\$348,840	\$260,972	\$26,000	\$1,404,042
Hours per day	0.3	1.8	4.1	0.3	0.8	7.7	8.4	8.1		
Hours per Month	5.7	38.7	88.9	5.7	18.5	167.1	183.2	175.9		
Post-construction Phase										\$99,708
2.07 Project Close Out										
- Punch List Walk Through	0	0	0	0	0	20	10	0		\$4,400
- Record Drawing Compilation	0	20	60	200	0	20	10	20	\$3,600	\$49,280
- Close out paperwork (substantial and final completion, etc.)	0	0	0	0	0	10	6	0		\$2,336
- Compilation of files, photos, job records, etc	0	0	0	0	16	8	10	6		\$4,332
- Warranty walkthrough (11th month)	0	0	0	0	0	8	8	0		\$2,304
- Post Construction Restoration Monitoring - 12 mos	0	0	0	0	0	72	192	0		\$37,056
Other direct costs (mileage, reproduction, etc)										\$3,988
Work Effort Subtotal	0	20	60	200	16	138	236	26		
Cost per labor category	\$0	\$3,100	\$8,460	\$27,600	\$1,120	\$20,976	\$32,096	\$2,756	\$0	\$103,696
Hours per day	0.0	0.1	0.2	0.8	0.1	0.5	0.9	0.1		
Hours per Month	0.0	1.5	4.6	15.4	1.2	10.6	18.2	2.0		
Total Work Effort	186	1209	2432	1145	297	2549	2853	2528		\$2,325,540
ODCs										\$124,790
Cost per labor category	\$34,410	\$187,395	\$342,912	\$158,010	\$20,790	\$387,448	\$388,008	\$267,968	\$534,999	

Total Fee Estimate: \$2,450,330

Assumptions:

- DD Phase January to December 2024
- CD Phase January to March 2025
- Bidding/ Preconstruction Phase March to June 2025
- Construction Phase June 2025 to December 2026
- Post-Construction Phase January to December 2027 (12 months)
- Design and Construction to be completed concurrently with Zone 1 West Project
- Design anticipates efficiencies in design through combination of Zone 1 West and Zone 1 East projects.
- Fees associated for permits are not included in this scope of work and assumed by others
- Design for approximately 3.6-miles of additional 36-inch waterline from HWY 257/CR80.5 to CR23/CR80
- Survey will be limited to half the right of way and 50-ft outside of right-of-way, following the alignment of the pipeline.
- We have anticipated utility potholing limited to approximately 175 potholes along the corridor.
- We have anticipated approximately twenty eight (28) additional geotechnical bores as part of this alignment.
- Survey exhibits and property acquisition limited to the fourteen (14) properties bordering the alignment.
- The Work will be designed/completed in private easements and is not anticipated to include extensive permitting with Weld County.
- Environmental surveys are limited to the initial Survey anticipated within this scope of work.
- Electrical and SCADA design is anticipated to support two (2) additional meter vaults

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT FOR POSSESSION AND USE (“Agreement”) is entered into this 13th day of October, 2023, by and between FREEDOM STORAGE, LLC, a Colorado limited liability company (“Owner”), which has an address for purposes of this Agreement of 4920 Saddlewood Circle, Johnstown, CO 80534; and EAST LARIMER COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, CO 80524; and NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado, which has an address of 32825 County Road 39, Lucerne, CO 80646 (jointly, “Districts”).

RECITALS

A. Districts intend to construct a waterline for the NEWT III Water Pipeline Project (the “Project”). A portion of the waterline will run over, under, on and across certain property of Owner (the “Property”) that is within the Northwest 1/4 and West 1/2 of Section 3, Township 7 North, Range 68 West of the 6th P.M., and is more particularly described in the Special Warranty Deed dated December 30, 2022 and recorded on January 3, 2023 under Reception No. 20230000165 of the records of Larimer County, Colorado.

B. In connection with the construction of the Project, Districts desire to acquire from Owner the following easements as described in the Petition in Condemnation (the “Petition”) filed in the within action (the “Action”): (i) the permanent easement (the “Permanent Easement”), on and over the portion of the Property that is described and depicted on Exhibit A (the “Permanent Easement Areas”) and (ii) the temporary construction easement (the “Temporary Easement”) on and over the portion of the Property that is described and depicted on Exhibit B (the “Temporary Easement Areas”), which exhibits are attached hereto and incorporated herein by reference. The Permanent Easement and Temporary Easement are referred to jointly herein as the “Easements.”

C. Owner has agreed to grant Districts possession of the Permanent Easement Areas and the Temporary Easement Areas (jointly, the “Easement Areas”) in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of Districts’ payment to Owner of the Compensation provided in paragraph 2 below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Possession. Upon tender of the payment of the Compensation provided in paragraph 2 below, Owner hereby grants Districts and their contractors, agents, servants, employees and all other persons acting at the request of Districts, all the rights of Owner to enter upon and take and retain possession of the Easement Areas to access, install, lay, construct, relocate, alter, replace, repair, inspect, maintain, remove and operate a water pipeline and all appurtenances thereto, and for all purposes necessary and incidental thereto, subject to the following requirements:

1.1 The right to possess and use the Temporary Easement Areas will terminate on the last day of construction activities for the portion of the Project that is within the Temporary Easement Areas or the Permanent Easement Areas, but in no event later than one year after the first day of construction activities for the Project within the Temporary Easement Areas or Permanent Easement Areas, which construction activities must commence within one year of the payment of the Compensation; and

1.2 Prior to the termination of the Temporary Easement, Districts, at their sole cost and expense, shall restore the surface of the Temporary Easement Areas to a condition that is at least equal to the condition that existed prior to any disturbance by Districts, subject to Owner's reclamation of crop land obligations provided in Section 1.3 below.

1.3 Districts will reimburse Owner for reclamation of crop land within the Easement Areas at the rate of \$250.00 an acre. This reimbursement is the full and final amount the Districts shall be required to pay for all costs of Owner to fully reclaim the cropland to its preconstruction condition, subject only to Districts' obligation to regrade the surface of the land within the Easement Areas to its preconstruction grade. The Districts shall not be liable for any other costs associated with the crop land restoration, regardless of the actual cost to Owner for such work.

1.4 Districts will reimburse upon receipt of an invoice the sum of 980.00 for the additional attorney fees Owner incurs in the negotiation and completion of this Agreement. Districts shall not be liable for any other attorney fees of Owner, except as provided in Section 10 below.

1.5 Owner has requested, and Districts agree, that Districts will instruct Districts' contractor ("Contractor") to place excess dirt that is excavated from the Easement Areas and would otherwise be hauled off the Property in two stockpiles, at the general locations shown on Exhibit C located on the east and west ends of the Property, immediately adjacent to but not within the Temporary Easement and in a manner that will not interfere with, delay or impair the construction of the pipeline as the Project proceeds across the Easement Areas. In consideration thereof Owner acknowledges and agrees that: (i) the dirt will be placed in "as is" condition as excavated and that Districts or Contractor make no representation as to, and shall have no responsibility for, the quality, consistency, water saturation level, condition or suitability for use of the dirt as excavated or stockpiled; (ii) title to and all responsibility for the dirt placed shall transfer to Owner upon placement, and Owner from such time shall be solely responsible for any movement or disposal of the dirt, regardless of whether Owner determines the dirt is not suitable for Owner's use; (iii) Districts or Contractor shall have no responsibility to transport or haul from the Property any dirt once placed as stated above for any reason whatsoever; (iv) Districts shall have no obligation to reimburse Owner for crop loss, or any reclamation payment under Section 1.3 above for any areas where the dirt is placed or where trucks drive to and from the Easement Areas to the stockpiles to place the dirt or to restore, seed, grade, regrade or otherwise reclaim any such portion of the Property outside the Easement Areas; ; (v) Districts shall have no responsibility to spread, separate or otherwise improve the condition of the dirt

from the condition as excavated; (vii) Owner grants the Districts and the Contractor a license as necessary to haul the dirt from the Easement Areas to the stockpiles, without any additional compensation by the Districts being required; (viii) Owner acknowledges that the stockpiles will be over 10-feet high, Owner accepts any site or other impairment to the Property due to the presence of the stockpiles (ix) Owner shall be solely responsible to obtain and comply with the terms of a stormwater management permit and all other required permits prior to commencement of excavation and placement of the dirt and, upon request, to provide a copy of such to Districts or Contractor; and (vii) Owner hereby releases and forever waives any claim for damages or other relief against Districts or Contractor relating to or arising from the placement of the dirt as provided above.

2. Compensation. Districts shall pay to Owner the sum of Ninety-Two Thousand Four Hundred Fifty and 00/100 Dollars (\$92,450.00) within three business days of the full execution of this Agreement. Owner's receipt of the Compensation shall be deemed equivalent to Districts depositing the Compensation into the court registry under an order for immediate possession entered by the Court and Owner's withdrawal of the full amount of the Compensation from the court registry as provided in § 38-1-105(6)(b), C.R.S., and shall also be applied as a credit against the payment of the amount of total compensation that Districts are required to pay to Owner and any other persons having any interest in the Easement Areas for the acquisition of the Permanent Easement and Temporary Easement described in the Petition filed in this action. The Compensation and the reimbursement provided in Section 1.3 above are a full and final payment to Owner for the acquisition of all of Owner's interest in the Easement Areas and will not be reduced by the claims of any other respondent who may claim an interest in the Easement Areas. The Districts shall not be responsible to pay any additional compensation to Owner, or to any person claiming by or through owner, beyond the Compensation provided in this Agreement. Nor shall Owner be required to refund or pay any portion of the Compensation to any other respondent. If another respondent claims and is awarded any compensation for such respondent's interest in the Easement Areas, the Districts shall be responsible to pay such compensation separate and apart from the Compensation paid to Owner.

3. Eminent Domain Proceeding. The parties have been and will proceed to diligently agree on all the terms for the entry of a Rule and Order in the Action, granting and conveying the Easements to Districts. Effective upon receipt of the Compensation, Owner waives any right to contest Districts' right to possession of the Easement Areas, subject to the terms of this Agreement, and grants Districts authorization in the filing of any motion for possession filed in the Action to advise the Court of this Agreement and that Owner does not contest Districts' right to possession of the Easement Areas.

4. Valuation Dates. In the event Owner and Districts are not able to agree upon the terms for a proposed Rule and Order and a valuation hearing is required in the Action, the date of value to determine the amount of compensation required to be paid by Districts for the acquisition of the Easements, including damages and benefits, if any, shall be the date that Districts deliver the Compensation to Owner.

5. Applicability of Agreement. This Agreement shall apply only to immediate

possession of the Easement Areas by Districts for the purpose of constructing a portion of the Project. This Agreement shall have no application or relevancy to the determination of the value of the Easement Areas, or the amount to be paid by Districts for acquisition of the Easements, except that the delivery of the Compensation shall be treated as though a court had determined that the Compensation is a sufficient sum to pay the compensation when ascertained under § 38-1-105(6)(a), C.R.S., and Districts had deposited the Compensation into the court registry under § 38-1-105(6)(a), C.R.S., and Owner had withdrawn the full amount of the Compensation under § 38-1-105(6)(b), C.R.S. The Compensation may not be used in the Action as evidence of the value of the Property, the Easement Areas or damages or for any other purpose, except for the purpose of enforcing the terms of this Agreement or any motion and order for immediate possession.

6. Binding Effect/Appurtenances/Recordation. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall be deemed to be appurtenant to the Property and may be recorded in the Larimer County records.

7. Notices. All notices which may be given to the parties hereto shall be in writing and shall be sent to the parties' addresses as specified below:

Owner: Freedom Storage, LLC
Attn: Eric Kelley
4920 Saddlewood Circle
Johnstown, CO 80534

With a copy to:
Claire N. L. Havelda, Esq.
Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202

Districts: East Larimer County Water District
Attn: Mr. Randy Siddens, P.E.
P.O. Box 2044
Fort Collins, CO 80522

North Weld County Water District
Attn: Mr. Eric Reckentine
P.O. Box 56
Lucerne, CO 80646

With copies to:
Timothy L. Goddard, Esq.
Goddard Law Office, PLLC
210 East 29th Street
Loveland, CO 80522

Zachary P. White, Esq.
White Bear Ankele Tanaka & Waldron Professional Corporation
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122

Any party may direct the other party in writing to send any notices to such addresses as are subsequently designated by that party in writing.

8. Governing Law/Venue. This Agreement shall be governed by, and its terms construed under, the laws of Colorado. The parties agree that venue for any legal or other proceeding arising out of or relating to this Agreement, including enforcing any terms of this Agreement, shall be in Larimer County, Colorado.

9. Default. If any party fails to perform according to the terms of this Agreement, such party may be declared in default. If a party claims another party is in default of this Agreement, such party shall provide written notice to the other party specifying such default and allowing a period of ten (10) days within which to cure said default. If the default is not timely cured, the party not in default may elect to: (a) terminate this Agreement and seek damages; (b) treat this Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity.

10. Counterpart Signatures. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties to this Agreement, on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. In addition, this Agreement may be executed initially by facsimile counterpart copies, and upon receipt of the same, shall be deemed legally enforceable. Thereafter, original signatures shall be obtained and substituted for facsimiles.

11. Construction. This Agreement shall be construed according to its fair and plain meaning as though all its terms were fairly negotiated between parties of equal bargaining power acting under the advice of their counsel and shall not be construed against any party as the draftsman of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

OWNER:

FREEDOM STORAGE, LLC,
a Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

Subscribed and sworn to before me this _____ day of October, 2023, by
_____, as _____ of FREEDOM STORAGE, LLC, a
Colorado limited liability company.

WITNESS my hand and official seal.

Notary Public

DISTRICTS:

EAST LARIMER COUNTY WATER DISTRICT,
a political subdivision of the State of Colorado

By: _____
Loren Maxey, President

ATTEST:

Mike Scheid, Secretary

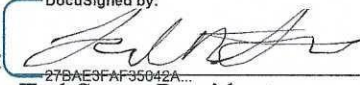
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

Notary Public

NORTH WELD COUNTY WATER DISTRICT,
a political subdivision of the State of Colorado

DocuSigned by:
By: 
27BAE3FAF35042A...
Tad Stout, President

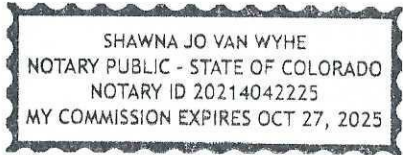
ATTEST:


Scott Cockroft, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 18th day of October, 2023,
by Tad Stout, as President of NORTH WELD COUNTY WATER DISTRICT, a political
subdivision of the State of Colorado.

WITNESS my hand and official seal.




Notary Public

EXHIBIT "A" TO AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN FREEDOM STORAGE, LLC (OWNER) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (JOINTLY, DISTRICTS)

EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

North Parcel

A strip of land, Forty (40) feet in width, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in Lot No. 1 of the Northwest Quarter (NW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the South end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10710, 1992" at the North end, as bearing North 00°15'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2642.26 feet, with all other bearings contained herein relative thereto;

THENCE North 00°15'44" West along the West line of the Northwest Quarter (NW1/4) of said Section 3 a distance of 604.52 feet;

THENCE North 89°44'16" East a distance of 32.09 feet to the intersection of the East Right-of-way line of Interstate 25 with a Northerly line of that 20' waterline easement described in that Easement Agreement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder, said point being the **POINT OF BEGINNING**;

The following Seven (7) courses and distances are along Northerly lines of said waterline easement:

THENCE South 75°40'28" East a distance of 280.91 feet;

THENCE South 73°22'32" East a distance of 136.90 feet;

THENCE South 54°48'05" East a distance of 267.01 feet;

THENCE South 47°03'41" East a distance of 179.60 feet;

THENCE South 31°42'49" East a distance of 117.15 feet;

THENCE South 10°38'27" East a distance of 101.16 feet;

THENCE North 89°57'32" East a distance of 40.70 feet;

The following Six (6) courses and distances are along lines being Forty (40) feet, as measured at a right angle, Northerly of and parallel with said Northerly lines of said waterline easement:

THENCE departing from said Northerly lines of said waterline easement North 10°38'27" West a distance of 116.09 feet;

THENCE North 31°42'49" West a distance of 129.98 feet;

THENCE North 47°03'41" West a distance of 187.70 feet;

THENCE North 54°48'05" West a distance of 276.26 feet;

THENCE North 73°22'32" West a distance of 144.04 feet;

THENCE North 75°40'28" West a distance of 251.06 feet;

THENCE departing from said parallel lines North 00°22'39" West a distance of 10.51 feet;

THENCE South 89°37'21" West a distance of 40.00 feet to said East Right-of-way line of Interstate 25;

THENCE South 00°22'39" East along said East Right-of-way line of Interstate 25 a distance of 41.37 feet to the **POINT OF BEGINNING**.

Said described North Parcel contains 44,800 sq. ft. or 1.028 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

South Parcel

A strip of land, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;



EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in said Special Warranty Deed;

The following Two (2) courses and distances are along Southwesterly lines of those parcels of land described in said Special Warranty Deed:

THENCE South 15°32'19" East a distance of 75.21 feet to the **POINT OF BEGINNING**;

THENCE continuing South 15°32'19" East a distance of 231.29 feet to the intersection with a curve being Fifty (50) feet Northerly of and concentric with the approximate centerline of the Larimer and Weld Canal, said curve being non-tangent to aforesaid line;

THENCE departing from said Southwesterly lines of those parcels of land described in said Special Warranty Deed and along the arc of said curve a distance of 18.72 feet to intersect again with said Southwesterly lines of those parcels of land described in said Special Warranty Deed, said curve having a radius of 348.23 feet, a central angle of 03°04'47" and a long chord bearing South 36°23'26" East a distance of 18.72 feet;

THENCE South 63°37'19" East along said Southwesterly lines of those parcels of land described in said Special Warranty Deed and non-tangent to aforesaid curve a distance of 681.41 feet;

THENCE departing from said Southwesterly lines of those parcels of land described in said Special Warranty Deed South 67°34'00" East a distance of 1191.20 feet to the intersection with East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3;

THENCE North 00°12'20" West along the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 a distance of 65.23 feet;

THENCE departing from the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 South 89°54'13" West a distance of 52.71 feet;

THENCE North 67°34'00" West a distance of 1511.71 feet;

THENCE North 66°54'14" West a distance of 120.18 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, a distance of 338.56 feet, said curve having a radius of 308.23 feet, a central angle of 62°56'04" and a long chord bearing North 34°49'12" West a distance of 321.80 feet;

THENCE North 00°02'28" West, Non-tangent to aforesaid curve, a distance of 115.34 feet to the intersection with a South line of that 20' waterline easement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder;

THENCE South 89°57'32" West along said South line of said waterline easement a distance of 40.00 feet;

THENCE South 00°02'28" East a distance of 73.44 feet to the **POINT OF BEGINNING**;

Said described South Parcel contains 71,483 sq. ft. or 1.641 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

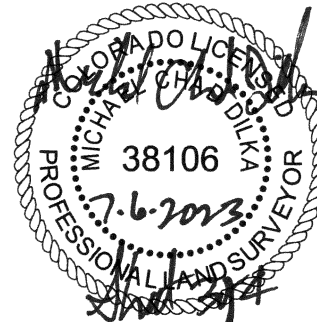
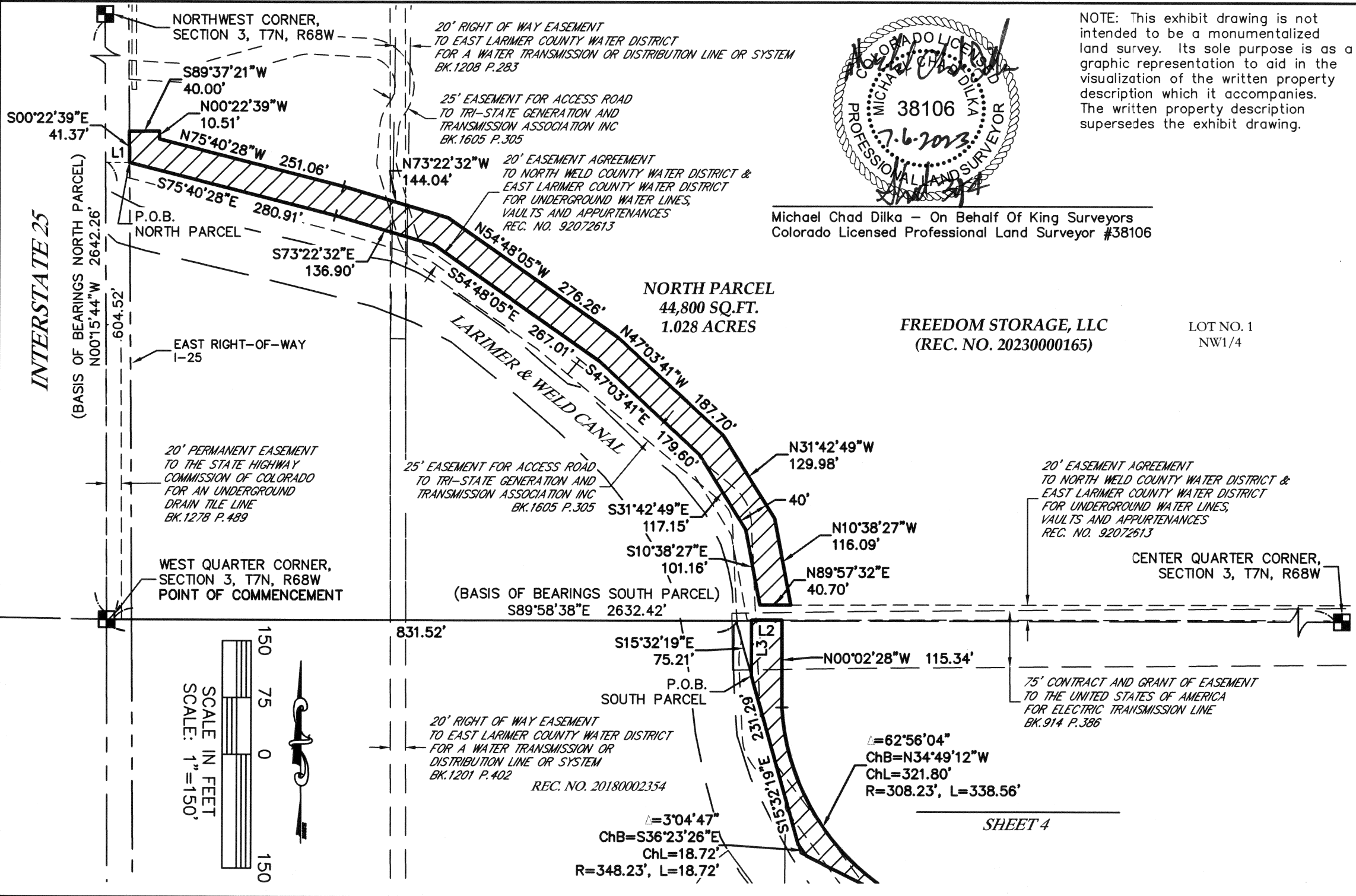
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



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

PROJECT NO: 20200030
 DATE: 7/6/2023
 CLIENT: NWCWD
 DWG: ESMT-FREEDOM STORAGE-PE-R1
 DRAWN: SMF CHECKED: MCD



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

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

SHEET 4

PROPERTY DEPICTION

EXHIBIT A

(3 of 4)

W1/2 SEC. 3, T7N, R68W



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

PROJECT NO: 202000030
DATE: 7/6/2023
CLIENT: NWCWD
DWG: ESMT-FREEDOM STORAGE-PE-R1
DRAWN: SMF CHECKED: MCD

SHEET 3

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

N1/2 SW1/4

FREEDOM STORAGE, LLC
 (REC. NO. 20230000165)

SOUTH PARCEL
 71,483 SQ.FT.
 1.641 ACRES

REC. NO. 200027092

CENTER QUARTER CORNER,
 SECTION 3, T7N, R68W

ACCESS ROAD EASEMENT
 TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 REC. NO. 20040102958
 ALSO DEED TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 REC. NO. 20050034330

60' RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION AND
 TRANSMISSION ASSOCIATION INC
 FOR AND ELECTRIC TRANSMISSION LINE
 BK.1605 P.303

10' UTILITY EASEMENT
 TO PUBLIC SERVICE COMPANY OF COLORADO
 BK.1791 P.732

RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 FOR ELECTRICAL TRANSMISSION LINE
 BK.1612 P.971

RIGHT OF WAY EASEMENT
 TO TRI-STATE GENERATION
 AND TRANSMISSION ASSOCIATION, INC.
 FOR ELECTRICAL TRANSMISSION LINE
 BK.1612 P.972

SOUTH QUARTER CORNER,
 SECTION 3, T7N, R68W

REC. NO. 9608309

REC. NO. 86042147

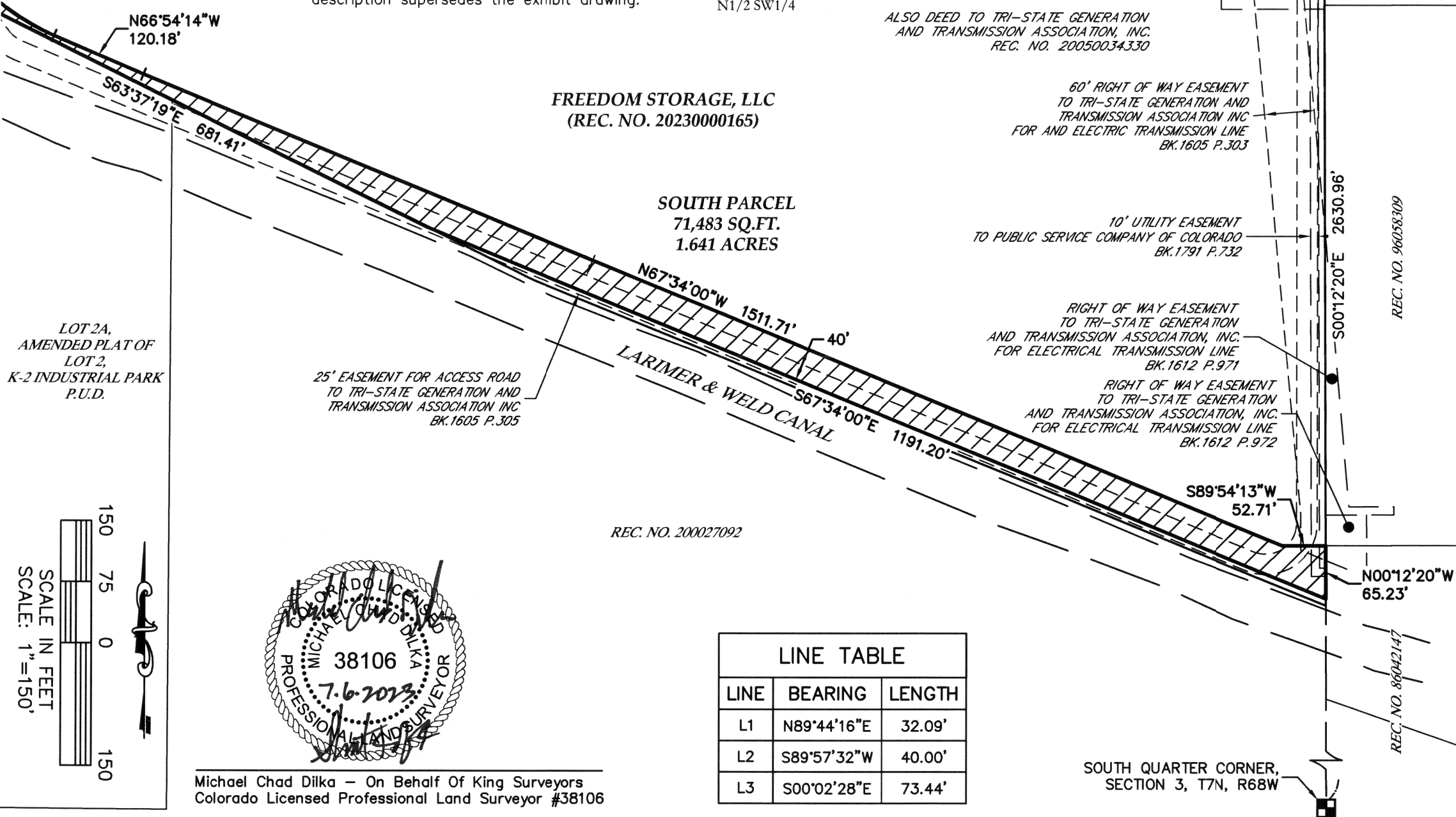
PROPERTY DEPICTION

EXHIBIT A

(4 OF 4)

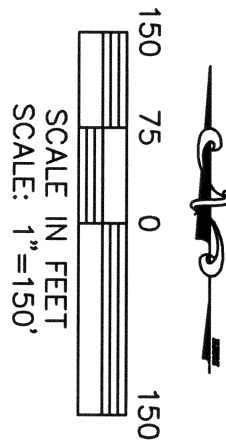
W1/2 SEC. 3, T7N, R68W

DocuSign Envelope ID: 6F2B8E08-542D-4F24-9D31-757E4F07E8B7



LOT 2A,
 AMENDED PLAT OF
 LOT 2,
 K-2 INDUSTRIAL PARK
 P.U.D.

25' EASEMENT FOR ACCESS ROAD
 TO TRI-STATE GENERATION AND
 TRANSMISSION ASSOCIATION INC
 BK.1605 P.305



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

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°44'16\"E	32.09'
L2	S89°57'32\"W	40.00'
L3	S00°02'28\"E	73.44'

EXHIBIT "B" TO AGREEMENT FOR POSSESSION AND USE BY AND BETWEEN FREEDOM STORAGE, LLC (OWNER) AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT (JOINTLY, DISTRICTS)

EXHIBIT B
(1 of 4)
PROPERTY DESCRIPTION

North Parcel

A strip of land, Forty (40) feet in width for most of its length, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in Lot No. 1 of the Northwest Quarter (NW1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the West line of the Northwest Quarter (NW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the South end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 10710, 1992" at the North end, as bearing North 00°15'44" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2642.26 feet, with all other bearings contained herein relative thereto;

THENCE North 00°15'44" West along the West line of the Northwest Quarter (NW1/4) of said Section 3 a distance of 645.89 feet;

THENCE North 89°44'16" East a distance of 32.00 feet to the East Right-of-way line of Interstate 25, said point being the **POINT OF BEGINNING**;

THENCE North 00°22'39" West along said East Right-of-way line of Interstate 25 a distance of 94.11 feet;

THENCE North 89°37'21" East a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, East of said East Right-of-way line of Interstate 25;

THENCE South 00°22'39" East along a line being Forty (40) feet, as measured at a right angle, East of and parallel with said East Right-of-way line of Interstate 25 a distance of 63.26 feet to a point being Eighty (80) feet, as measured at a right angle Northerly of a Northerly line of that 20' waterline easement described in that Easement Agreement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder; The following Six (6) courses and distances are along lines being Eighty (80) feet, as measured at a right angle Northerly of and parallel with Northerly lines of said waterline easement:

THENCE South 75°40'28" East a distance of 262.62 feet;

THENCE South 73°22'32" East a distance of 151.12 feet;

THENCE South 54°48'05" East a distance of 285.51 feet;

THENCE South 47°03'41" East a distance of 195.80 feet;

THENCE South 31°42'49" East a distance of 142.81 feet;

THENCE South 10°38'27" East a distance of 131.01 feet to a Northerly line of said waterline easement;

THENCE South 89°57'32" West along said Northerly line of said waterline easement a distance of 40.71 feet to a point being Forty (40) feet, as measured at a right angle, Northerly of a Northerly line of said waterline easement;

The following Six (6) courses and distances are along lines being Forty (40) feet, as measured at a right angle, Northerly of and parallel with Northerly lines of said waterline easement:

THENCE departing from said Northerly line of said waterline easement North 10°38'27" West a distance of 116.09 feet;

THENCE North 31°42'49" West a distance of 129.98 feet;

THENCE North 47°03'41" West a distance of 187.70 feet;

THENCE North 54°48'05" West a distance of 276.26 feet;

THENCE North 73°22'32" West a distance of 144.04 feet;

THENCE North 75°40'28" West a distance of 251.06 feet to a point being Forty (40) feet, as measured at a right angle, East of said East Right-of-way line of Interstate 25;

THENCE North 00°22'39" West along a line being Forty (40) feet, as measured at a right angle, East of and parallel with said East Right-of-way line of Interstate 25 a distance of 10.51 feet;

THENCE South 89°37'21" West a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said described North Parcel contains 49,253 sq. ft. or 1.131 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

South Parcel

A strip of land, Sixty (60) feet in width, being part of those parcels of land described in that Special Warranty Deed recorded January 3, 2023 as Reception No. 20230000165 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:



EXHIBIT B
(2 of 4)
PROPERTY DESCRIPTION

COMMENCING at the West Quarter (W1/4) corner of said Section 3 and assuming the North line of the Southwest Quarter (SW1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 31938, 1997" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 34995, 2005" at the East end, as bearing South 89°58'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2632.42 feet, with all other bearings contained herein relative thereto;

THENCE South 89°58'38" East along the North line of the Southwest Quarter (SW1/4) of said Section 3 a distance of 831.52 feet to the intersection with a Southwesterly line of those parcels of land described in said Special Warranty Deed;

THENCE South 15°32'19" East along said Southwesterly line of those parcels of land described in said Special Warranty Deed a distance of 67.10 feet to the intersection with the South line of that 75' electric easement described in that *Contract and Grant of Easement* recorded July 2, 1951 in Book 914 at Page 386 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°11'06" East along the South line of said electric easement a distance of 42.17 feet to the **POINT OF BEGINNING**;

THENCE departing from the South line of said electric easement North 00°02'28" West a distance of 65.06 feet to the intersection with the South line of that 20' waterline easement recorded November 13, 1992 as Reception No. 92072613 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°57'32" East along said South line of said waterline easement a distance of 60.00 feet;

THENCE departing from said South line of said waterline easement South 00°02'28" East a distance of 113.51 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, a distance of 271.02 feet, said curve having a radius of 248.23 feet, a central angle of 62°33'23" and a long chord bearing South 35°00'35" East a distance of 257.76 feet;

THENCE South 66°54'14" East, non-tangent to aforesaid curve, a distance of 120.18 feet;

THENCE South 67°34'00" East a distance of 1498.39 feet;

THENCE North 89°54'13" East a distance of 40.69 feet to the intersection with East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3;

THENCE South 00°12'20" East along the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 a distance of 60.00 feet;

THENCE departing from the East line of the North Half of the Southwest Quarter (N1/2 SW1/4) of said Section 3 South 89°54'13" West a distance of 52.71 feet;

THENCE North 67°34'00" West a distance of 1511.71 feet;

THENCE North 66°54'14" West a distance of 120.18 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, which is concave to the Northeast, a distance of 338.56 feet, said curve having a radius of 308.23 feet, a central angle of 62°56'04" and a long chord bearing North 34°49'12" West a distance of 321.80 feet;

THENCE North 00°02'28" West, Non-tangent to aforesaid curve, a distance of 50.28 feet to the **POINT OF BEGINNING**.

Said described South Parcel contains 125,446 sq. ft. or 2.880 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

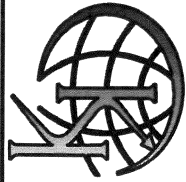
SURVEYORS STATEMENT

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



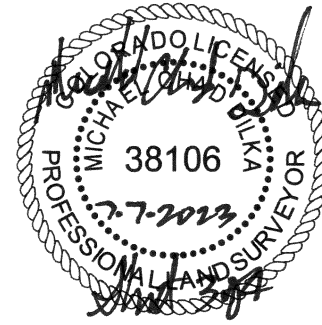
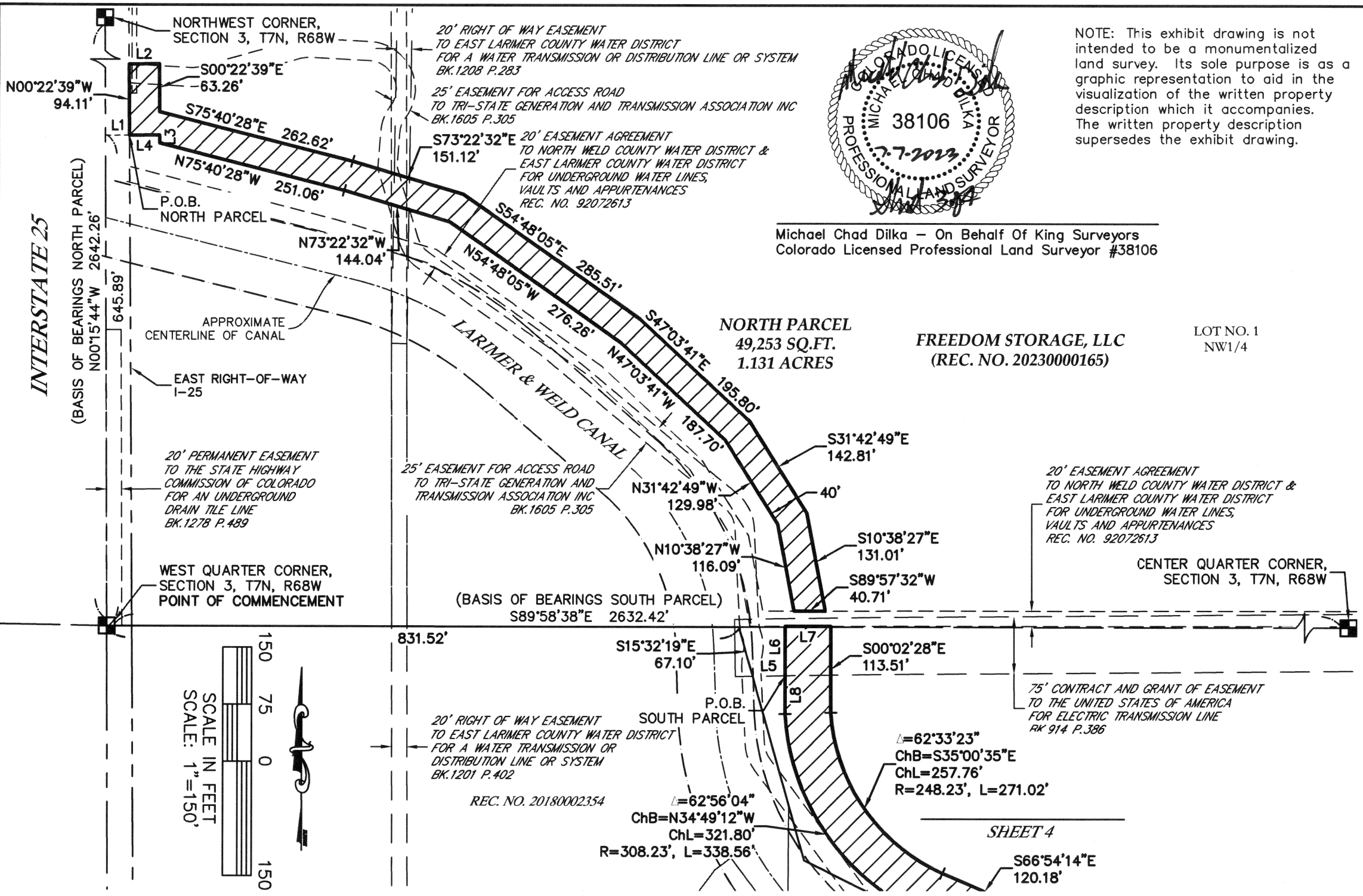
Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011
JN: 20200030



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

PROJECT NO: 20200030
DATE: 7/7/2023
CLIENT: NWCWD
DWG: ESMT-FREEDOM STORAGE-TCE
DRAWN: SMF CHECKED: MCD



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

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

FREEDOM STORAGE, LLC
 (REC. NO. 20230000165)

LOT NO. 1
 NW1/4

PROPERTY DEPICTION

EXHIBIT B (3 of 4)

W1/2 SEC. 3, T7N, R68W

SHEET 4

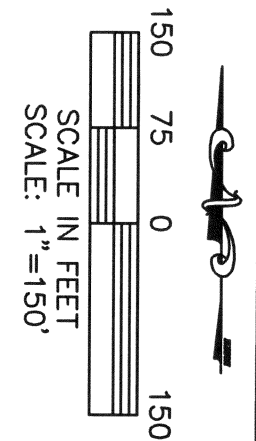
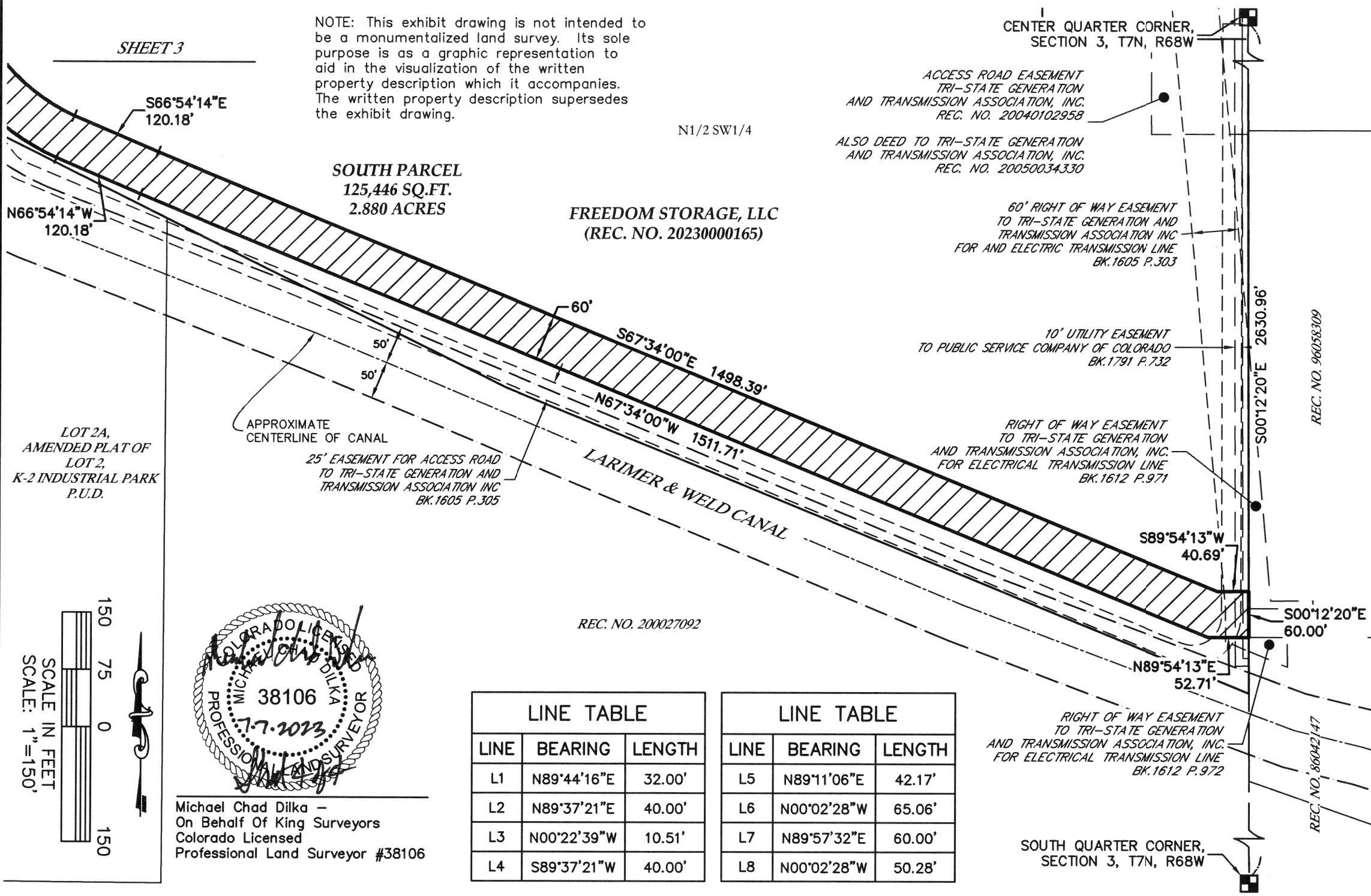


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PROJECT NO: 202000030
 DATE: 7/7/2023
 CLIENT: NWCWD
 DWG: ESMT - FREEDOM STORAGE - TCE
 DRAWN: SMF CHECKED: MCD

SHEET 3

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



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

REC. NO. 200027092

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°44'16"E	32.00'
L2	N89°37'21"E	40.00'
L3	N00°22'39"W	10.51'
L4	S89°37'21"W	40.00'

LINE TABLE		
LINE	BEARING	LENGTH
L5	N89°11'06"E	42.17'
L6	N00°02'28"W	65.06'
L7	N89°57'32"E	60.00'
L8	N00°02'28"W	50.28'

PROPERTY DEPICTION

EXHIBIT B (4 OF 4)

W1/2 SEC. 3, T7N, R68W

NEWT 3 Water Pipeline

Freedom Storage Excess Dirt Stockpile Locations

Legend

 NEWT 3

Stockpile Locations

EXHIBIT C

Dwight D. Eisenhower Hwy

Bewick Ct

Google Earth

1000 ft



PERMANENT WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this 13th day of October, 2023, by and between **K & M COMPANY, LLLP**, a Colorado limited liability limited partnership, which has a mailing address of P.O. BOX 449, Fort Collins, CO 80522 ("**GRANTOR**"), and the **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, CO 80524 ("**GRANTEE**").

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Water Pipeline Easement ("Permanent Easement" or "Easement") on, under, and across the real property legally described and depicted on Exhibit A ("Easement Area") attached hereto and incorporated herein by this reference, located in Larimer County, Colorado, for the purposes of :

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

The GRANTEE shall:

5. Insofar as practicable, bury all pipe and communication and control cables to a sufficient depth at the time of construction so as not to interfere unreasonably with the uses of the Easement Area reserved to GRANTOR below;

6. Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
7. Insofar as practicable restore existing fences, drain tile, irrigation systems, private roads and other improvements to substantially the conditions existing prior to GRANTEE'S activities within the Permanent Easement;
8. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities within the Permanent Easement; and
9. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement with written consent by the GRANTEE, should those improvements be disturbed by the GRANTEE or GRANTEE'S water pipeline, on the condition that the GRANTOR pays the costs for such restoration or replacement;

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

10. Construct or allow the construction of any buildings or other structures on or under the Permanent Easement;
11. Impound water or other substance in, on or over the Permanent Easement;
12. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement;
13. Alter the ground level;
14. Store or allow the storage of any equipment, materials or any other items on or across the Permanent Easement that unreasonably interferes with GRANTEE'S use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement.
15. Store or dispose of any dangerous, toxic, or hazardous substance in, on or under the Easement;
16. Install, alter or replace any fence on the Permanent Easement at near right angles to the water pipeline provided that GRANTEE shall have the right to request and the GRANTOR shall install gates in any fences that cross the Easement;
17. Use the Easement for any purpose except agriculture or open areas without the prior written

consent of GRANTEE; provided, however, the written consent of the GRANTEE will not be unreasonably withheld, delayed, or conditioned for the following uses:

- a. Open space areas with or without landscaping but excluding fences (other than along property lines or as allowed elsewhere herein), retaining walls, and trees;
- b. Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
- c. Paved, gravel-surfaced or unsurfaced parking areas except, except use involving long-term storage;
- d. Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails and bike paths;
- e. Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage;
- f. Granting of subsurface or surface easements within the Easement Area to other utility and cable service providers with the following provisions:
 - i. For utilities and cable services running parallel to GRANTEE's water pipeline(s) those other utility or cable services shall maintain a minimum ten (10) feet of horizontal separation from GRANTEE's water pipeline(s)
 - ii. For utilities and cable services crossing the GRANTEE's water pipeline(s) the crossings shall be at near right angles to the water pipeline with minimum two (2) feet of clearance between the utility and/or cable services and the water pipeline and further subject to industry standards for crossings that may be applicable

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

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

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

NWCWD Prior Easement: North Weld County Water District ("NWCWD") has an interest in the Easement Area by virtue of an Easement and Right-of-Way Agreement dated January 22, 2001 and recorded March 27, 2002 at Reception No. 20020033460 in the Larimer County, Colorado records (the "NWCWD Easement"). The Easement granted by this Agreement is subject

to all permitted uses and rights of the NWCWD Easement by NWCWD. Except as otherwise required in the NWCWD Easement agreement, NWCWD shall not be required to seek approval or consent of any party to use any portion of its interest in the Easement Area included in the NWCWD Easement. GRANTEE and NWCWD acknowledge their respective easements are necessary for a public use, and GRANTEE and NWCWD will consider the existence of the respective utility facilities and improvements in future construction projects within the Easement Area and work in good faith to try and resolve any engineering conflicts or concerns which may arise. NWCWD agrees not to seek to extinguish, impact or impair the Easement being acquired under this Agreement and, by its signature below, consents to the granting and use of the Easement as provided in this Agreement. GRANTEE and NWCWD commit to replace or repair any existing improvements and to design and construct future improvements in, on, under or across the Easement Area, or any portion thereof, in a manner so as to protect in place and minimize any impact or interference with the easement of the other.

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

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

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:

K & M COMPANY, LLLP,
a Colorado limited liability limited partnership

By: Thomas K Moran
Name: Thomas E Moran
Title: General Partner

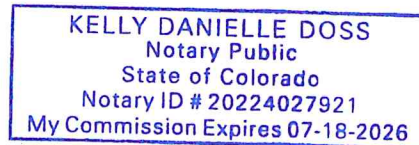
STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 13th day of October, 2023, by Kelly DOSS, as Notary of K & M COMPANY, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 07-18-2026

Kelly Doss
Notary Public



GRANTEE:

EAST LARIMER COUNTY WATER DISTRICT,
a quasi-municipal corporation and 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 17th day of October,
2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-
municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 01/05/2024

Melissa M. Tremelling
Notary Public

**MELISSA M. TREMELLING
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984015362
MY COMMISSION EXPIRES 01/05/2024**

CONSENTING TO THE GRANTING AND USE OF THE EASEMENT AS PROVIDED IN THIS AGREEMENT

NWCWD:

NORTH WELD COUNTY WATER DISTRICT,
a political subdivision of the State of Colorado

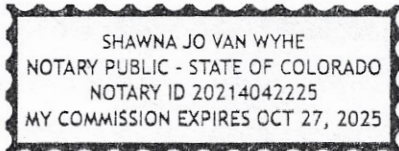
DocuSigned by:
By 
278483FAF33042A
Tad R. Stout, President

STATE OF COLORADO)
) SS.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 18th day of October 2023, by Tad Stout, as President of NORTH WELD COUNTY WATER DISTRICT, a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



Shawna Van Wyhe
Notary Public

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

A parcel of land, being part of the Southwest Quarter (SW1/4) of Section Five (5), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Fort Collins, County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 5 and assuming the East line of the Southwest Quarter (SW1/4) of said Section 5, being monumentalized by a 3" diameter aluminum cap stamped "LS 20123, 1990" and set in concrete in a monument box at both ends, as bearing South 00°00'15" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2580.14 feet, with all other bearings contained herein relative thereto;

THENCE South 00°00'15" East along the East line of the Southwest Quarter (SW1/4) of said Section 5 a distance of 341.18 feet;

THENCE South 89°59'45" West a distance of 57.50 feet to the West Right-of-way line of North Timberline Road established by that *Deed of Dedication For Right-of-Way* recorded October 9, 2001 as Reception No. 2001090656 of the records of the Larimer County Clerk and Recorder, said West Right-of-way line being Fifty-seven and one-half (57.50) feet, as measured at a right angle, West of and parallel with the East line of the Southwest Quarter (SW1/4) of said Section 5, said point being the **POINT OF BEGINNING**;

THENCE South 00°00'15" East along said West Right-of-way line a distance of 51.90 feet to a point being Thirty-five (35) feet, as measured at a right angle, Northerly of the Easterly extension of the Southerly line of that waterline and appurtenance easement described in Exhibit H in that *Easement and Right-of-Way Agreement* recorded March 27, 2002 as Reception No. 2002033460 of the records of the Larimer County Clerk and Recorder;

THENCE South 74°27'24" West along a line being Thirty-five (35) feet, as measured at a right angle, Northerly of and parallel with said Easterly extension and with the Southerly line of said waterline and appurtenance easement a distance of 58.92 feet;

THENCE South 00°00'15" East, parallel with said West Right-of-way line, a distance of 10.38 feet to a point being Twenty-five (25) feet, as measured at a right angle, Northerly of the Southerly line of said waterline and appurtenance easement;

THENCE South 74°27'24" West along a line being Twenty-five (25) feet, as measured at a right angle, Northerly of and parallel with the Southerly line of said waterline and appurtenance easement a distance of 87.95 feet to the West line of said waterline and appurtenance easement;

THENCE North 00°00'15" West along the West line of said waterline and appurtenance easement, and the Northerly extension thereof, a distance of 216.34 feet to the Northeast corner of that water easement described in that *Permanent Exclusive Water Easement* recorded September 3, 2008 as Reception No. 20080056596 of the records of the Larimer County Clerk and Recorder;

THENCE North 89°22'22" East along the Easterly extension of the North line of said water easement a distance of 40.00 feet;

THENCE South 00°00'15" East along a line being Forty (40) feet, as measured at a right angle, East of and parallel with the West line of said waterline and appurtenance easement a distance of 143.38 feet to a point being Eighty-five (85) feet, as measured at a right angle, Northerly of the Southerly line of said waterline and appurtenance easement;

THENCE North 74°27'24" East along a line being Eighty-five (85) feet, as measured at a right angle, Northerly of and parallel with the Southerly line of said waterline and appurtenance easement, and the Easterly extension thereof, a distance of 105.35 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 14,172 sq. ft. or 0.325 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

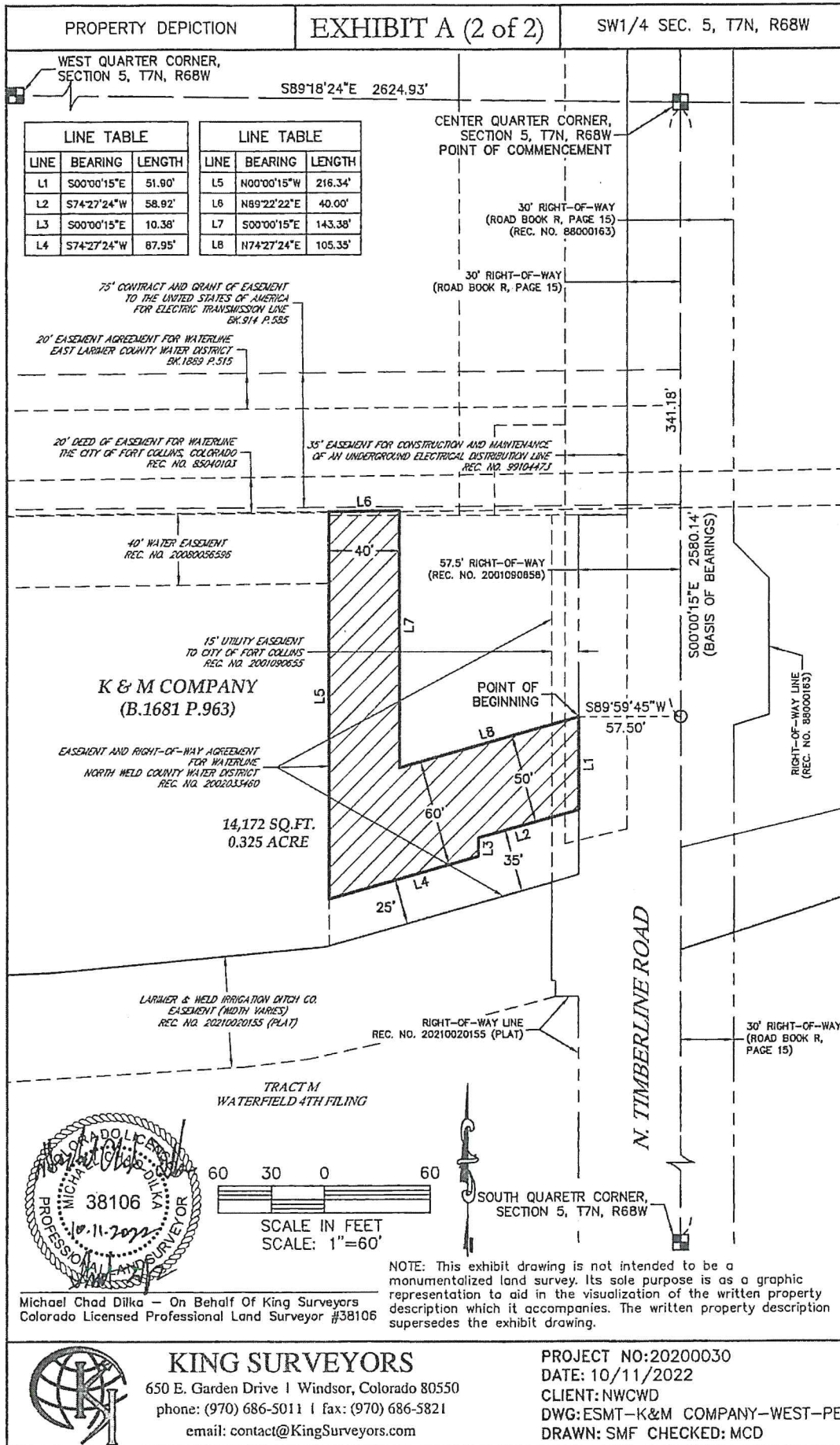
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



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

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

JN: 20200030



75' CONTRACT AND GRANT OF EASEMENT TO THE UNITED STATES OF AMERICA FOR ELECTRIC TRANSMISSION LINE BK:914 P.585

20' EASEMENT AGREEMENT FOR WATERLINE EAST LARIMER COUNTY WATER DISTRICT BK:1889 P.515

20' DEED OF EASEMENT FOR WATERLINE THE CITY OF FORT COLLINS, COLORADO REC. NO. 85040103

35' EASEMENT FOR CONSTRUCTION AND MAINTENANCE OF AN UNDERGROUND ELECTRICAL DISTRIBUTION LINE REC. NO. 99104473

40' WATER EASEMENT REC. NO. 20080036596

15' UTILITY EASEMENT TO CITY OF FORT COLLINS REC. NO. 2001090655

EASEMENT AND RIGHT-OF-WAY AGREEMENT FOR WATERLINE NORTH WELD COUNTY WATER DISTRICT REC. NO. 2002033460

LARIMER & WELD IRRIGATION DITCH CO. EASEMENT (WIDTH VARIES) REC. NO. 20210020155 (PLAT)

30' RIGHT-OF-WAY (ROAD BOOK R, PAGE 15) (REC. NO. 88000163)

30' RIGHT-OF-WAY (ROAD BOOK R, PAGE 15)

57.5' RIGHT-OF-WAY (REC. NO. 2001090656)

30' RIGHT-OF-WAY (ROAD BOOK R, PAGE 15)

30' RIGHT-OF-WAY (ROAD BOOK R, PAGE 15)

341.18'

300°00'15"E 2580.14' (BASIS OF BEARINGS)

RIGHT-OF-WAY LINE (REC. NO. 88000163)

N. TIMBERLINE ROAD

POINT OF BEGINNING

S89°59'45"W 57.50'

40' 40' 60' 50' 35' 25'

14,172 SQ.FT. 0.325 ACRE

TRACT M
WATERFIELD 4TH FILING

SOUTH QUARETR CORNER,
SECTION 5, T7N, R68W

60 30 0 60

SCALE IN FEET
SCALE: 1"=60'

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

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

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

PROJECT NO:20200030
DATE: 10/11/2022
CLIENT: NWCWD
DWG: ESMT-K&M COMPANY-WEST-PE
DRAWN: SMF CHECKED: MCD



*clear***WATER**solutions
water rights • planning • engineering

August 3, 2023

Mr. Eric Reckentine, General Manager
32825 CR 39
Lucerne, CO 80646

RE: Proposal – Water Efficiency Plan Update

Dear Mr. Reckentine:

We have prepared this proposal for the completion of North Weld County Water District's Water Efficiency Plan (WEP) update. We last completed the District's plan update in 2018. The Colorado Water Conservation Board (CWCB) requires water providers that deliver 2,000 acre-feet or more per year to maintain a State-approved WEP in order to access low-interest loan funding through CWCB or the Colorado Water Resources and Power Development Authority.

Project Objective

The goal of the project will be to obtain a CWCB grant first and then to use that grant to fund a portion of the plan update. Clear Water Solutions, Inc. (CWS) has been successful in obtaining grants for these plan updates for the District in the past, as well as obtaining final approval of the WEP update.

Scope of Services and Fees

Similar to the previous effort, there are two phases for this project. Phase I will be the completion of the grant application. Phase II will be the completion of the WEP update. Below is the anticipated scope of services and fees for each phase:

Phase I – Grant Application

- 1. Obtain information from the District for application.** This information includes population data, water use data, system information, staff expertise,

conservation efforts, etc. This information will be used to complete the application.

- 2. Complete grant application.** CWS would draft the application to meet CWCB's standards, which includes a project schedule, fee schedule and a detailed scope of work to successfully complete the WEP update once the grant is approved.

For CWS to complete the grant application, the cost is \$5,200. CWCB will not cover the cost of the grant application as part of the grant itself. The final cost of the WEP update will be determined during completion of the grant application, but is estimated below. We will outline District staff's involvement and quantify the in-kind hours staff will contribute. We will not start the WEP update until the grant is approved.

Phase II – WEP update

The scope of services below follows CWCB's Guidance Document for completion of WEP updates.

1. Profiling of Existing Water Supply System
2. Profile Water Demand and Historical Demand Management
3. Integrated Planning and Water Efficiency Benefits and Goals
4. Selection of Water Efficiency Activities
5. Implementation and Monitoring Plans
6. Adoptions of New Policy, Public Review, and Formal Approval

The above scope of work includes all required project meetings, progress reporting, public-review period, and District Board meetings as required by CWCB.

The total cost of the WEP update is estimated at \$53,800. This final amount will be outlined in detail when completing the grant application. We anticipate the grant will cover \$20,000-\$30,000 as this amount depends on CWCB's budget and available funds for planning grants. The remaining portion of \$23,800-\$33,800 will be met by the District.

Desired Outcome

Successfully obtain a CWCB grant to complete the WEP update as well as complete and obtain final State approval of the WEP update.

Deliverables

We will provide a grant application package ready to sign and submit to CWCB for approval. Once the grant is approved, we would begin the WEP update and complete that plan so the District can remain in compliance with CWCB.

*Mr. Eric Reckentine
August 3, 2023
Proposal for WEP Update
Page 3 of 3*

Timeline

The grant application takes about a month to complete. Once submitted, CWCB generally takes two months to approve the application and issue the PO to commence work. There are two deadlines annually to submit grant applications – July 1st and December 1st. If the District wants to complete the WEP update in 2024, we will need to complete and submit the grant application by December 1, 2023.

Thank you for the opportunity to serve the District again. We believe the completion of previous plans went well, and we were successful in obtaining State approval. If you have any questions or need further information, please do not hesitate to call me at (970) 223-3706.

Cordially,
Clear Water Solutions, Inc.

A handwritten signature in blue ink that reads "Steve Nguyen".

Steve Nguyen, P.E.
President



NWCWD COST OF SERVICE STUDY: RESULTS AND IMPLEMENTATION

GEORGE OAMEK, HONEY CREEK RESOURCES, INC.

NOVEMBER 13, 2023

REMAINING TASKS

- CONFIRMATION OF ASSUMPTIONS USED IN THE STUDY
- PLANT INVESTMENT FEE; WHETHER TOWNS RECEIVE A REDUCED PI
- EXAMINE ALTERNATIVE RATE DESIGNS
- RATE IMPLEMENTATION ALTERNATIVES
 - PATH TO COST-OF-SERVICE
 - MAINTAIN ADEQUATE RESERVES
- RATE OF RETURN
- RECOMMENDATIONS
- DELIVERY OF FINAL REPORT

ASSUMPTIONS MOVING FORWARD

- INCREASING WATER ALLOCATION SURCHARGE WITH INFLATION; RAMPING-UP PI SURCHARGE TO \$6.25/TAP (IN 2023 DOLLARS) OVER THE PLANNING PERIOD
- SPLITTING SURCHARGE REVENUES 50-50 BETWEEN EXISTING RATEPAYERS AND NEW CUSTOMERS.
- ASSUMING SOME SUCCESS WITH THE DAIRY OVER-USAGE PROGRAM
 - ASSOCIATED REDUCTIONS IN SURCHARGE REVENUES
 - RESULTING IN A 50 PERCENT REDUCTION IN PLANNED WATER PURCHASES PRIMARILY REALIZED IN 2026-3032
- RATEPAYERS CONTRIBUTE TO WATER RIGHTS PURCHASES
 - DROUGHT PROTECTION
 - \$6 MILLION/YEAR IN INITIAL YEARS, REDUCING OVER TIME WITH SUCCESS OF DAIRY PROGRAM
 - WATER RATE STAYS THE SAME

PLANT INVESTMENT FEES

- TWO METHODS WERE USED CONSIDERED TO EXAMINE PI FEES
 1. ANTICIPATED CAPACITY UTILIZATION BY NEW CUSTOMERS 2023-2032
 - \$20,300/TAP, DISTRICT
 - \$18,600/TAP, TOWNS
 2. ANNUAL EQUIVALENT GROWTH AND EXPENDITURES
 - \$23,600/TAP, DISTRICT
 - 18,800/TAP, TOWNS

WHETHER TO SEPARATE DISTRICT AND TOWNS FOR PI FEE

- YES, DISTINGUISH
 - THERE ARE ITEMS IN THE CIP IN WHICH THE TOWNS RECEIVE NO DIRECT BENEFIT, INC. PEAK HOUR STORAGE AND ASSETS TO SERVE DISTRICT'S EASTERN PORTION
- NO, DON'T DISTINGUISH
 - IT'S A SINGLE SYSTEM
 - CAPACITY-WISE, SERVING TOWNS IS NO LESS EXPENSIVE THAN DISTRICT COMMERCIAL CUSTOMERS
 - UNTIL MORE CAPACITY IS DEVELOPED, SERVING NEW TOWN CUSTOMERS MAY PRECLUDE SERVING DISTRICT CUSTOMERS
- RISK TO THE DISTRICT

ALTERNATIVE RATE DESIGN

- A MORE DELIBERATE USE OF FIXED AND VARIABLE COMPONENTS IN THE WATER RATE
- (THE DISTRICT ALREADY USES A FORM OF FIXED AND VARIABLE COMPONENTS)
- FIXED, OR BASE, COMPONENTS FOCUS ON RECOVERING COSTS INVARIANT TO WATER USAGE, OFTEN INCLUDING BILLING, ADMINISTRATIVE, AND DEBT SERVICE
 - THE BASE COMPONENT IS TYPICALLY RECOVERED ON EITHER ON A PER CUSTOMER OR ON A METER EQUIVALENT BASIS
 - THE DISTRICT CURRENTLY USES TAPS AS A MEASURE OF CAPACITY, NOT METER EQUIVALENTS

ALTERNATIVE RATE DESIGN

- AN EXAMPLE: ALL OF THE DISTRICT'S ADMINISTRATIVE, PLANNING AND ENGINEERING, AND DEBT SERVICE COSTS ARE ALLOCATED SEPARATELY AND RECOVERED ON A PER TAP BASIS; ALL OTHER COSTS RECOVERED THROUGH VOLUME CHARGES
 - \$38.70/MONTH/TAP (ACTUAL TAPS FOR DISTRICT; TAPS BASED ON USAGE FOR TOWNS)
 - RESIDENTIAL VOLUME CHARGE: \$4.56/1,000
 - COMMERCIAL CHARGE: \$2.84/1,000
 - TOWNS: \$3.00/1,000

ALTERNATIVE RATE DESIGN, RESULTING RATE CALCS

	Cost of service, all charges recovered through volume charges	Administration and debt service recovered through fixed monthly charge
Residential	\$39.00/month, plus \$6.50/1,000 gals beyond 6,000 gallons	\$38.70/month/tap, plus \$4.56/1,000 gallons
Commercial	\$25.80/month, plus \$4.30/1,000 gallons beyond 6,000 gallons	\$38.70/month/tap, plus \$2.84/1,000 gallons
Towns	\$4.72/1,000 gallons	\$38.70/month/tap, plus \$2.93/1,000 gallons

ALTERNATIVE RATE DESIGN, RESULTING MONTHLY BILLS

	Cost of service, all charges recovered through volume charges	Administration and debt service recovered through fixed monthly charge
Residential, 1/2 tap customer, 0.32 acre-feet annual usage	\$56.49/month	\$70.30/month; \$58.95 if the customer is only charged at 1/2 tap rate
Residential, full tap customer, 0.64 acre-feet annual usage	\$112.98/month	\$117.96/month
Commercial, 0.64 acre-feet annual usage	\$74.74/month	\$88.07/month
Commercial usage, 3.00 acre-feet annual usage	\$358/month	\$271/month
Towns, full tap equivalent	\$76.48/month	\$89.63/month

ALTERNATIVE RATE DESIGN, RESULTING MONTHLY BILLS

- FOR DISTRICT RESIDENTIAL CUSTOMERS AND SOME COMMERCIAL CUSTOMERS, NOT A MAJOR DIFFERENCE IN MONTHLY BILLS
 - USERS WHO TEND TO USE LESS THAN THEIR FULL ALLOCATIONS TEND TO PAY MORE UNDER THE ALTERNATIVE THAN UNDER A PURELY VOLUMETRIC RATE BASIS
 - COMMERCIAL USERS EXCEEDING THEIR ALLOCATIONS WOULD BENEFIT THE MOST
 - DOES NOT APPEAR TO BE A LARGE BENEFIT TO USING AN ALTERNATIVE RATE DESIGN
- INCREASING BLOCK PRICING FOR RESIDENTIAL CUSTOMERS
 - ESTIMATE COS RATE IS AS HIGH AS MANY COMMUNITIES' UPPER BLOCKS

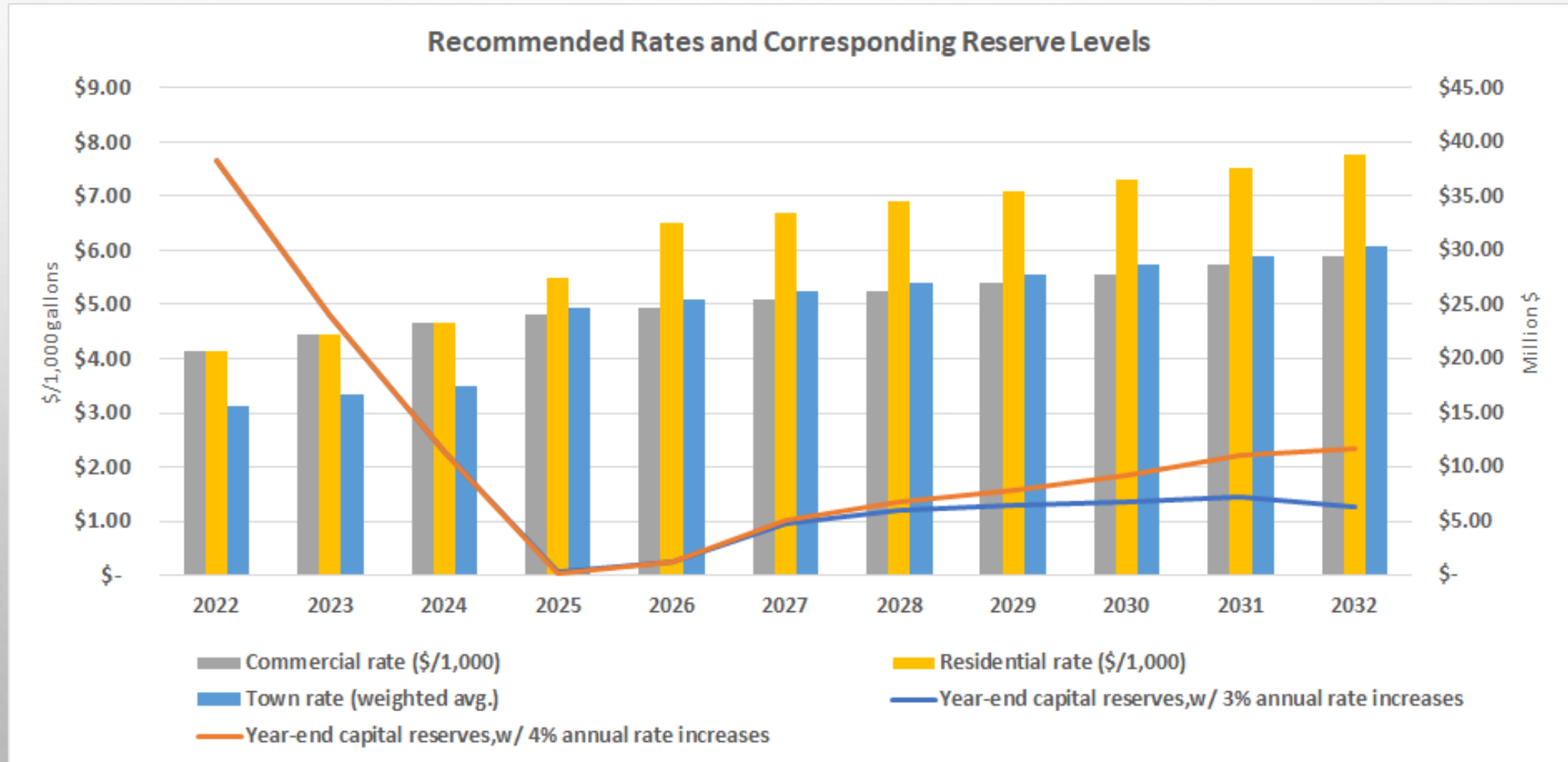
CALCULATED COST OF SERVICE RATES

	Current water charges	Baseline cost-of-service water rates, 2022	Baseline cost-of-service water rates, 2023 update
Residential customers	\$4.44/1,000 gal	\$6.15/1,000 gal	\$6.50/1,000 gal
Commercial and industrial	\$4.44/1,000 gal	\$4.45/1,000 gal	\$4.30/1,000 gal
Towns (average)	\$3.33/1,000 gal	\$3.72/1,000 gal average	\$4.72/1,000 gal average
Plant Investment fee	\$20,250/tap District \$15,100/tap Town	\$20,250/tap District-wide	\$23,000/tap District \$19,600/tap Town

CALCULATED VOLUME CHARGE FOR TOWNS, BASED ON THEIR HISTORIC PEAKING FACTORS (\$/1000 GAL)

Town of Windsor	\$	4.38
Town of Eaton	\$	5.03
Town of Severance	\$	4.70
Town of Ault	\$	5.19
Town of Pierce	\$	4.38
N. Colo Water Assoc #A-2110	\$	5.03
Town of Nunn	\$	5.03
Weighted average	\$	4.72

RATE SCENARIO: PHASED TRANSITION TO COST OF SERVICE



PHASED TRANSITION TO COST-OF-SERVICE

- BRIEF TRANSITION PERIOD BECAUSE THE DISTRICT IS BURNING THROUGH RESERVES QUICKLY
- NEED TO GET TO COST-OF-SERVICE
- RESERVES NEARLY DEPLETED AT THE END OF 2025
- NEED TO RAISE RATES BY 3% TO 4% ANNUALLY AFTER 2036 TO KEEP PACE WITH INFLATION AND BUILD RESERVES
- EVEN WITH 4% ANNUAL INCREASES, RESERVE LEVELS ARE RELATIVELY LOW

RATE OF RETURN

- THERE ARE A RANGE OF DISTRICT FACILITIES PROVIDING BENEFIT TO THE TOWNS IN WHICH THEY DID NOT FULLY PAY FOR
 - HISTORIC TOWN CONTRIBUTIONS DO NOT COVER THE FULL BENEFIT THEY RECEIVED; TAP FEES WERE INSUFFICIENT TO COVER ALL COSTS
- HOW MUCH MONEY ARE WE TALKING ABOUT?
 - FROM DISTRICT ASSET DATA, 2022 BOOK VALUE OF THE SHARED PORTION OF THE SYSTEM IS ABOUT \$73 MILLION
 - THE TOWNS' SHARE OF THIS SHOULD BE \$26.2 MILLION, BASED ON FACILITY UTILIZATION
 - TO DATE, THE BOOK VALUE OF THE TOWNS' HISTORIC CONTRIBUTIONS HAVE BEEN \$10.2 MILLION
 - REMAINING \$16.0 MILLION (\$26.2-\$10.2 MIL) WAS FINANCED OVER TIME BY DISTRICT CUSTOMERS
- THE DISTRICT CAN POTENTIALLY CHARGE A RATE OF RETURN ON THIS UNPAID BALANCE

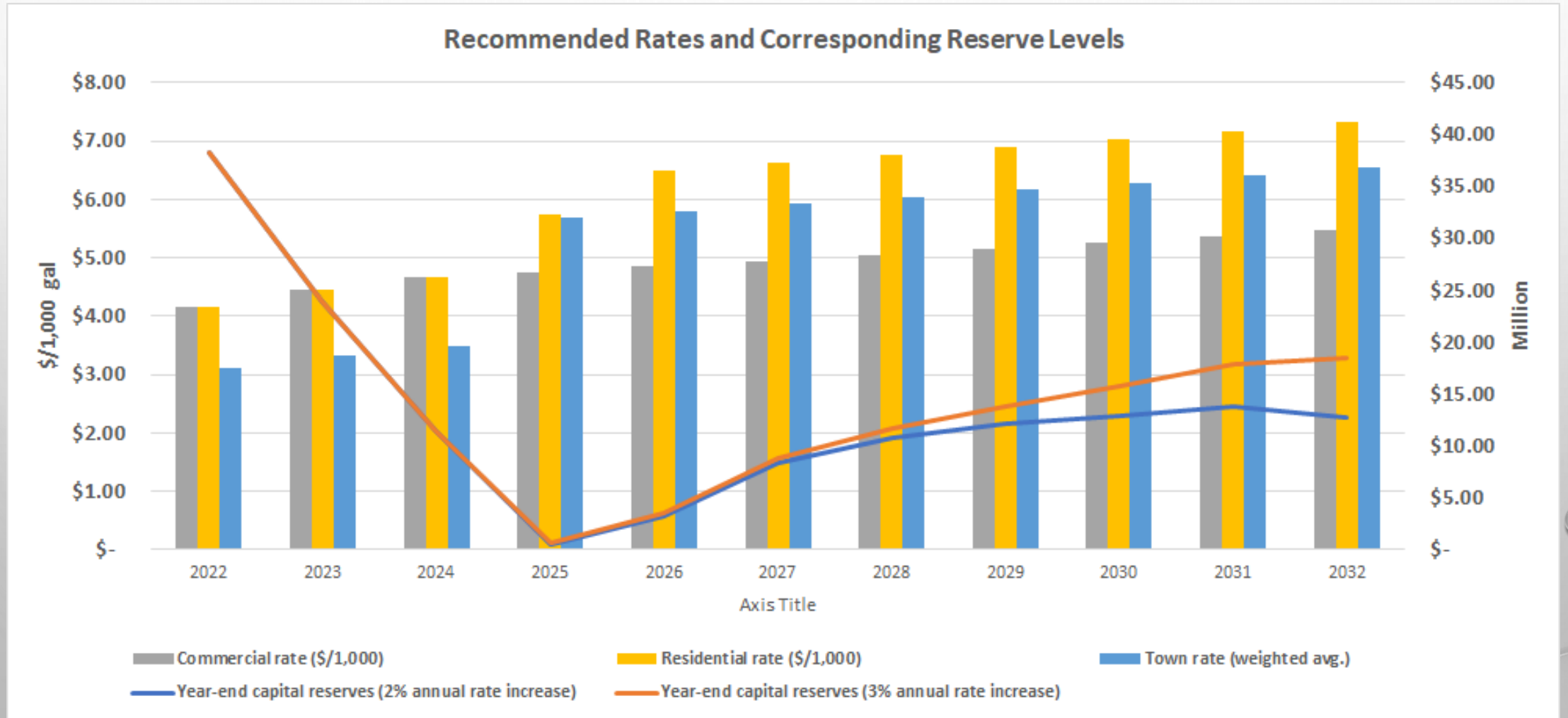
RATE OF RETURN

- ACKNOWLEDGES THE FINANCIAL OPPORTUNITY COST AND RISK THE DISTRICT TAKES IN PROVIDING WHOLESAL SERVICE
- COMMON PRACTICE FOR “OUTSIDE” WHOLESAL CUSTOMERS, PARTICULARLY FOR PRIVATE UTILITIES
 - AURORA CHARGES A ROR TO “WISE” PROJECT PARTICIPANTS IN SOUTH METRO
- A RATE OF RETURN IN THE 4% - 6% RANGE CHARGED AGAINST THE BOOK VALUE OF THE SHARE OF ASSETS USED BY THE WHOLESAL CUSTOMER, SUCH AS TRANSMISSION LINES, PUMP STATIONS, STORAGE FACILITIES IS PROPOSED
- A 5% RATE OF RETURN WOULD GENERATE ABOUT \$800,000/YEAR OF ADDITIONAL REVENUE FROM THE TOWNS

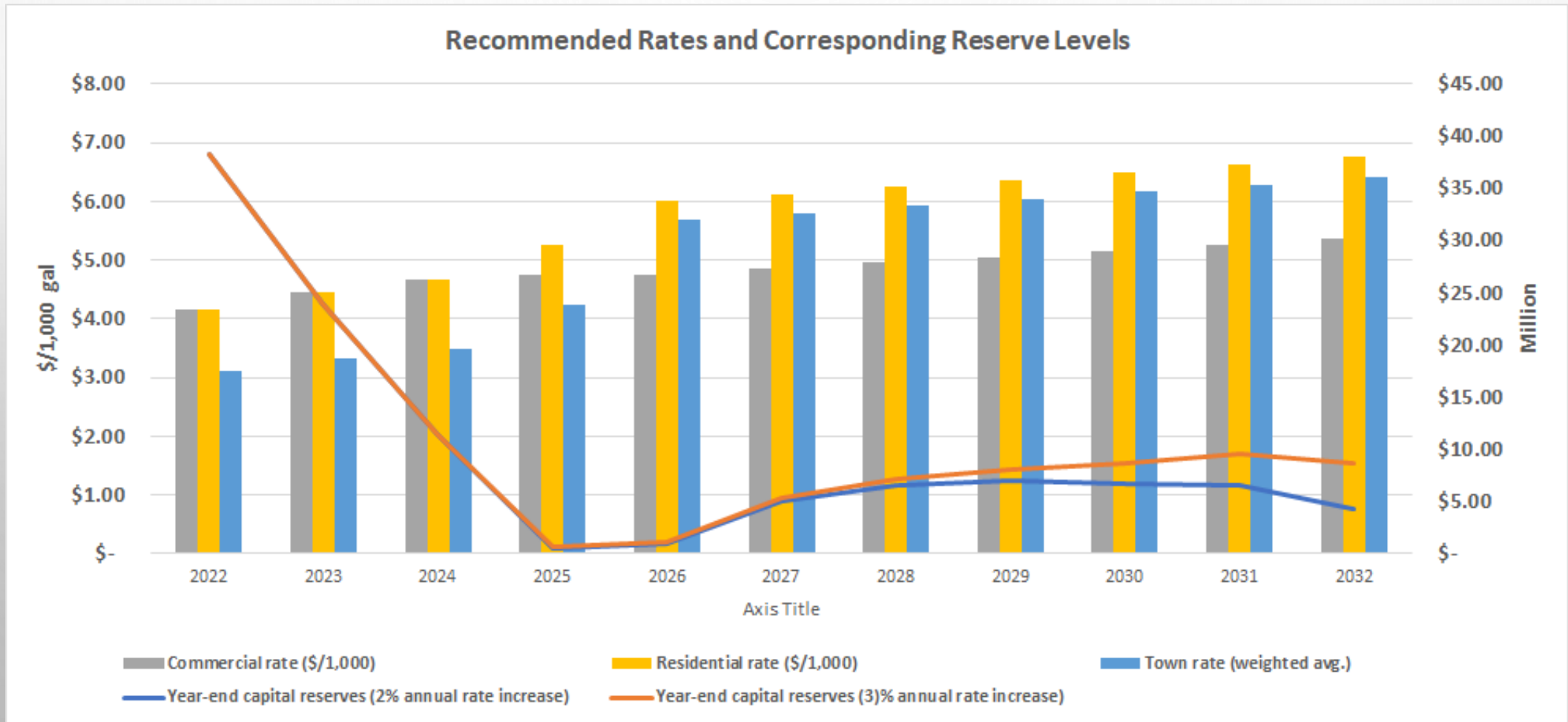
RATE OF RETURN

- A RATE OF RETURN COMPONENT POTENTIALLY ADDED TO TOWNS' VOLUME CHARGE
 - BASED ON USAGE, A \$0.75/1,000 GALLON INCREASE IN TOWNS' VOLUME CHARGE BEYOND THE COST OF SERVICE RATE WOULD GENERATE \$800,000 PER YEAR.
 - AVERAGE COST OF SERVICE COST FOR TOWNS WOULD INCREASE FROM \$4.72 TO \$5.46
- HOW THESE ADDITIONAL REVENUES COULD BE USED, EITHER:
 - REDUCE DISTRICT VOLUME CHARGES BY \$0.36/1,000 GAL, OR
 - CONTRIBUTE TO THE CAPITAL RESERVE
- THIS REVENUE SOURCE SHOULD DECLINE SLOWLY OVER TIME AS FACILITIES DEPRECIATE AND TOWNS RELATIVE CONTRIBUTIONS INCREASE; PERIODIC UPDATING IS NEEDED

RATE OF RETURN SCENARIO: TOWNS PAY ADDITIONAL \$0.75/1,000 GALLONS AND REVENUES ACCRUE TO CAPITAL FUND



RATE OF RETURN SCENARIO: TOWNS PAY ADDITIONAL \$0.75/1,000 GALLONS AND REVENUES ARE USED TO OFFSET DISTRICT RATE INCREASES



RECOMMENDATIONS?

- STAY WITH VOLUMETRIC RATE RATHER THAN ALTERNATIVE RATE DESIGN ... AT LEAST UNTIL COMMERCIAL ISSUES ARE PAST
 - VOLUMETRIC RATE DESIGN AS IMPLEMENTED BY DISTRICT ALREADY HAS A FIXED COMPONENT AND APPEARS NO MORE RISKY THAN A COMBINATION OF FIXED CHARGES AND VOLUMETRIC CHARGES
- USE A PHASED APPROACH TO IMPLEMENT COST OF SERVICE – ALTERNATIVE 2
- INCLUDE A RATE OF RETURN IN TOWN CHARGES, USING ROR REVENUE FOR THE CAPITAL FUND FUND
- IMPLEMENT NEW RATES ASAP BECAUSE THE DISTRICT IS BURNING THROUGH RESERVES

NEXT STEPS

- INCORPORATE RECOMMENDATIONS INTO WATER RATE STUDY DRAFT REPORT
- INCLUDE A SENSITIVITY ANALYSIS WITH RESPECT TO SYSTEM GROWTH RATES AND SURCHARGE REVENUES
- PRODUCE A FINAL REPORT FOR REVIEW

Draft - North Weld County Water District 2024 Budget Memo
To: Board of Directors North Weld County Water District
From: Eric Reckentine
October 9, 2023

Revenue

Total district water usage for North weld County Water District (District) is projected to increase 0.5% annually for the next 5 years from 2022 water usage.

- Commercial water usage is projected as flat to 2022 volumes for the next 5 years.
- Wholesale Water Accounts are projected at an approximate .25% water usage increase annually for the next 5 years from 2022 usages and
- The three towns associated with the Group treatment plant usage volumes are projected as flat perpetually starting in 2028.
- District residential water usage is projected at an approximate 1.5% annual water usage increase for the next 5 years from 2022 usages.

Total meter sale revenue is budgeted to increase from approximately \$18.1 million in the 2023 budget to \$20.8 million in 2024 budget and \$.85 million less to 2022 actual revenues. The 2023 forecast projects approximately \$17.2 million in metered revenues. Water allocation and plant investment surcharges are budgeted at \$6 million annually for the next five years. The district is projected to see approximately \$4 million in total contributions which is flat to 2023 forecast with budgeted sales of approximately 150 meters, \$1.5 million in interest and miscellaneous revenues with a total revenue projection of \$26.3 million.

- The rate increase projections for all customer classes are at 5% for the next five years.
- Towns out of compliance with storage requirements are projected at residential rates for 2024.
- Water allocation surcharges are projected at \$6.00/1000 gallons. Recommend raising water allocation surcharge to Honey Creek Consulting Recommendations.
- Plant investment surcharges are projected at \$3.85/1000 gallons. Recommend increasing PI surcharge to Honey Creek Consulting Recommendations.
- Plant Investment sales are projected at 150 meters sold for 2024- and 175-meter sales annually for the following 5 years.
- Cash in Lieu sales are projected at 3 units in 2024 and at 10 units for the following five years at \$73,500.
- Plant Investment Fee is currently projected at \$20,500 per PI not counting distance fee. Recommend increasing PI surcharge to Honey Creek Consulting Recommendations.

Expenses

Operations Maintenance and Administration 2024 budget is projected at approximately \$10.7 million which is approximately \$1 million increase from 2023 budget and forecast.

- Labor costs are projected to increase approximately \$0.5 million from 2023 to 2024 which equates to approximately 20%, that includes a proposed 5% employee cost of living increase, insurance increases and mid-year increases 2023.
- The District anticipates acquiring two replacement fleet vehicles in 2024 and dump truck.

- The District has budgeted \$30,000 for Web Site Design.
- Repaving Project for Home Office Budgeted at \$100,000
- Fiber Optic Line Installation Budgeted at \$125,000
- Solider Canyon Filter Plant treatment costs rate increase of \$100,000 for 2024, SCWTA budget memo is attached as draft final to be attached for October meeting.
- Increase in material costs projected at double for 2024 from 2023-line replacement and repair and meter repairs O&M costs increase of \$0.5 million dollars.

Capital improvement project costs for 2024 are projected at approximately \$29.5 million compared to 2023 budget of \$27.8 million. Forecast for 2023 is capital improvement projects is projected at \$25.5 million to date. Capital Improvements project costs for 2023 and 2024 are approximately 30% greater than original engineering projections 2021/2022 due to 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.

The District is forecasted to complete the following capital improvement projects in 2023:

- Constructed approximately 1.5 of 2 miles Eaton Pipeline Phase II at \$5.3 million dollars.
- Construction of the Greeley/ NW Harmony Interconnect 24- inch Pipeline at \$1.5 million dollars
- Construction NEWT III Transmission Line- Timberline Crossing and Permitting, Pipe and Property Acquisition, and 1st Phase of Construction at \$8.5 million dollars.
- Acquisition of Water Rights at \$7 million dollars
- Rehabilitation Project for Tanks 1A, 5B and 7 at \$1 million dollars CIP and O&M
- Larimer #2 Headgate Construction Project Overland Ponds
- Longs Peak WSSC Recharge Structure
- Emergency Generator Backup Power, Nunn PS, PS-1 and Summit View
- These costs do not reflect reimbursement from ELCO for NEWT III and City of Greeley for Interconnect materials as per the IGA – approximately \$1.5 million dollars.

Capital Improvement System Projects for 2024

- North Weld East Larimer County (NEWT) III transmission line permitting, and construction projected cost of \$8.5 million for 2023 and \$13.5 million for 2024.
- Eaton Pipeline Phase 2 two mile 30-inch distribution construction projected cost of \$5.3 million for 2023, anticipating winter of 2024 construction costs of \$2.5 million.
- Greeley and North Weld Interconnect projected cost of \$1.5 million for pump station acquisition and construction in 2024
- Tank Rehabilitation Program for Tank 4 and Tank 5 at \$1 million
- Tank 1 to CR 78, 16-inch distribution pipeline upsizing project projected start 2024 total project cost of approximately \$9 million with \$2 million dollars in 2024
- Weld County Zone 1 Transmission Line to Tank 1 Site project starts in 2024 and project cost of \$9 million with \$ 2 million dollars budgeted for 2024.
- Tank 1C Design and Construction project cost \$7 million with 2025 construction. Engineering and Design in 2024
- Line 1 Interconnect Project at \$500,000
- Timnath 36-inch Line Lowering projected cost \$1 million with ½ to be paid by Timnath.

- Line replacement projects – Highway 85, Woods Lake, County RD 84

Capital Improvement Raw Water Projects for 2024

- Raw water district drought supply acquisition project projected at \$6 million.
- Water Supply and Storage Company Structures projected cost of \$100,000
- Reservoir Pumping Costs of \$200,000.
- Legal and Engineering cost of approximately \$200,000 Change Case and Oppositions

Master Planning

- Finalize Regional Master Plan
- Cost of Service Study Update 2023 dependent on Revised Water Service Agreement.
- System Pressurization Study for analyses of pressurization of the transmission system at the treatment plant to be managed by SCWTA.
- Soldier Canyon Filter Plant Rating Expansion to 65 to 67 MGD be managed by SCWTA projected at \$60,000 for 2024.
- Soldier Canyon Filter Plant Master Plan to be managed by SCWTA projected at \$250,000 for 2024.

Total expenditures for 2024 are projected at \$44.6 million dollars. Funds available at end of 2024 are projected at \$16.9 million dollars of which \$5.5 million dollars is depreciation reserve fund with an additional \$7 million in operational reserve fund.

Previous Five-Year Financial Summary 2018 to 2022

From 2018 to 2022, the District has received in approximate figures \$74 million dollars in operational revenue, has received \$61 million in non-operation revenue, has obtained debt proceeds in total of \$51 million dollars with approximately 6 million in miscellaneous incomes, and has maintained approximately \$10 million dollars in operational and replacement reserve funds for a total revenue of \$192 million dollars (\$141 million dollars without debt proceeds),

From 2018 to 2022, the District has acquired approximately 1,300 acre-feet of new water supplies at a cost of approximately \$49 million dollars, averaging \$38,000 per acre-foot and averaging approximately \$10 million annually in water acquisitions investment, constructed approximately \$38 million dollars of system improvements, averaging about \$8 million dollars annually to serve growth and maintain reliable service for a total capital improvement expenditure of \$86 million dollars, has spent \$40 million dollars in operations and maintenance (O&M), or about \$8 million per year, has paid \$16 million in debt service, for total expenditures of approximately \$143 million. Specific projects include:

- Solider Canyon Treatment Plant Expansion from 45 to 60 MGD.
- Line 1 replacement project and 48-inch upsizing.
- Pump Station 1 upgrade.
- Old Eaton Pipeline, 16-inch line replacement and 20-inch upsizing.
- Emergency Backup Power Summit View.
- Eaton Pipeline Project 2 miles Phase 1.
- Pump Station Rebuild Summit View.
- Pump Station Upgrade Station 4.

- Pump Station Upgrade Station 6.
- Mason Street Interconnect City of Greeley 60-inch to NEWT III.
- Horse tooth Operation Project Hansen Pump Back Station.
- 2nd Master Meters to Severance.
- 2nd Master Meter to Windsor.
- Master Meter City of Greeley
- Town of Nunn Pump Station Upsize and Replacement.
- Wild wing Irrigation Raw Water Line.
- Purchase Contract for Knox Pit Reservoir Project - Overland Ponds
- Acquisition of River Bluffs Reservoir Storage Project.
- Acquisition of Overland Ponds – Cells 4 and 5.
- Development of two Return Flow Structures for Native Rights.
- 5- year CDPHE Sanitary Survey.
- American Water Infrastructure Act Survey and Emergency Response System Upgrades.
- Mill Levy Ballot Initiative.
- Emergency Power SCADA.

Policies

The District over the course of 5 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, regulatory compliance manual and policies related to back flow and cross connection devices, board of director manual and plant investment and water dedication policies.

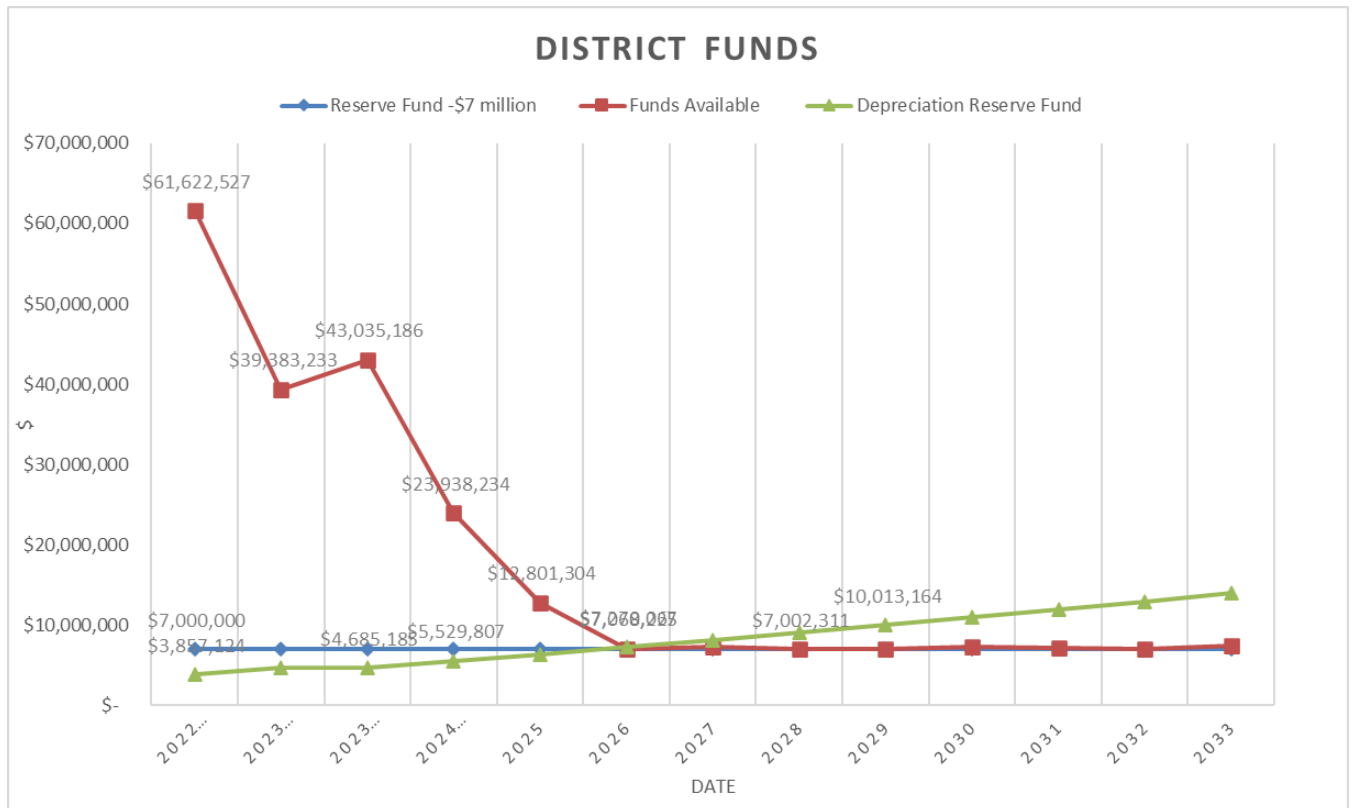
The following are considered by District Management to be key policy changes that have had significant impact on maintaining district solvency:

- 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.
- Residential Meter Over Usage Policy and Surcharge

Management Recommendations:

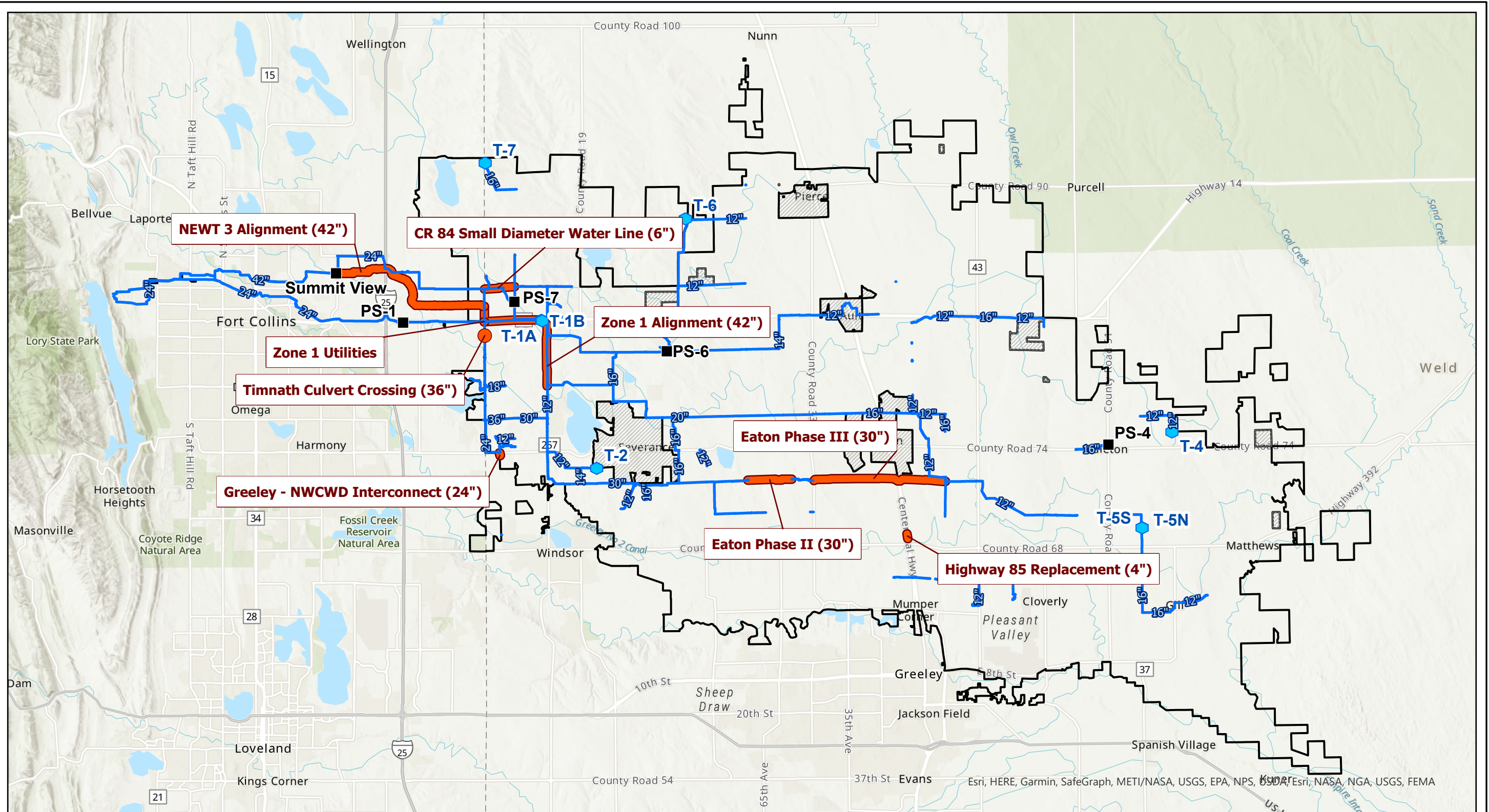
1. A 5% rate increase
2. Increasing the plant investment fee to reflect the Honey Creek recommendation per PI not including distance fee.
3. Increasing CIL to \$73,500
4. Increasing the Plant Investment and Water Allocation Surcharge to Honey Creek recommendation.

	2022 Actual	2023 Budget	2023 Forecast	2024 Budget	Forecast				
					2025	2026	2027	2028	2029
Revenues									
Total Operating Revenue	\$ 21,708,287	\$ 18,189,459	\$ 17,193,431	\$ 20,867,804	\$ 21,642,563	\$ 22,451,083	\$ 23,302,799	\$ 23,700,015	\$ 24,636,199
Debt Proceeds	\$ 34,615,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Non-Operating Revenue	\$ 1,026,000	\$ 185,081	\$ 1,502,000	\$ 1,537,637	\$ 738,390	\$ 739,157	\$ 739,941	\$ 740,739	\$ 741,554
Total Contributions	\$ 7,134,545	\$ 4,174,964	\$ 3,986,224	\$ 3,895,784	\$ 5,299,500	\$ 5,313,490	\$ 5,327,759	\$ 5,342,315	\$ 5,357,161
Total Revenues	\$ 64,483,832	\$ 22,624,387	\$ 22,681,655	\$ 26,377,605	\$ 27,758,361	\$ 28,583,196	\$ 29,451,554	\$ 29,865,745	\$ 30,819,244
Expenditures									
Administrative	\$ 2,163,522	\$ 2,147,230	\$ 2,065,250	\$ 2,058,589	\$ 2,105,146	\$ 2,152,796	\$ 2,201,565	\$ 2,251,481	\$ 2,302,572
Operational	\$ 6,622,341	\$ 7,165,217	\$ 7,642,136	\$ 8,628,628	\$ 8,829,912	\$ 8,390,234	\$ 8,583,077	\$ 8,985,824	\$ 8,760,815
Debt Service	\$ 2,907,375	\$ 5,127,288	\$ 4,654,000	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
Water Enterprise Fund 2020 Bond	\$ 477,288	\$ 473,288	\$ 473,288	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350
Capital Improvements	\$ 12,223,970	\$ 28,239,700	\$ 25,589,700	\$ 29,505,000	\$ 22,660,000	\$ 18,460,000	\$ 13,060,000	\$ 13,610,000	\$ 14,310,000
Total Expenditures	\$ 24,394,496	\$ 42,679,435	\$ 40,424,374	\$ 44,613,042	\$ 38,016,546	\$ 33,419,955	\$ 28,266,892	\$ 29,269,544	\$ 29,790,387
Earnings	\$ 40,089,336	\$ (20,055,048)	\$ (17,742,719)	\$ (18,235,437)	\$ (10,258,185)	\$ (4,836,759)	\$ 1,184,662	\$ 596,202	\$ 1,028,857
Funds Available (carry over prior to depreciation)	\$ 62,450,588	\$ 40,227,855	\$ 43,879,808	\$ 24,799,749	\$ 13,680,049	\$ 7,964,545	\$ 8,252,887	\$ 7,934,842	\$ 8,031,168
Depreciation	\$ 828,061	\$ 844,622	\$ 844,622	\$ 861,515	\$ 878,745	\$ 896,320	\$ 914,246	\$ 932,531	\$ 951,182
Funds Available	\$ 61,622,527	\$ 39,383,233	\$ 43,035,186	\$ 23,938,234	\$ 12,801,304	\$ 7,068,225	\$ 7,338,641	\$ 7,002,311	\$ 7,079,987
Reserve Fund -\$7 million	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000	\$ 7,000,000
Fund Available minus reserve fund	\$ 54,622,527	\$ 32,383,233	\$ 36,035,186	\$ 16,938,234	\$ 5,801,304	\$ 68,225	\$ 338,641	\$ 2,311	\$ 79,987
Depreciation Reserve Fund	\$ 3,857,124	\$ 4,685,185	\$ 4,685,185	\$ 5,529,807	\$ 6,391,322	\$ 7,270,067	\$ 8,166,387	\$ 9,080,633	\$ 10,013,164






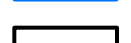



North Weld County Water District
2024 Budget

	BREAKDOWN		2024 Budget	2025	2026	2027	2028	2029
3000	Revenue		\$ 26,377,605	\$ 27,758,361	\$ 28,583,196	\$ 29,451,554	\$ 29,865,745	\$ 30,819,244
	3100	Operating	\$ 20,867,804	\$ 21,642,563	\$ 22,451,083	\$ 23,302,799	\$ 23,700,015	\$ 24,636,199
	3200	Non-Operating	\$ 1,500,845	\$ 700,862	\$ 700,879	\$ 700,897	\$ 700,914	\$ 700,933
	3300	New Service	\$ 3,895,784	\$ 5,299,500	\$ 5,313,490	\$ 5,327,759	\$ 5,342,315	\$ 5,357,161
	3400	Ag-Water Income (Non-Op)	\$ 18,571	\$ 18,943	\$ 19,321	\$ 19,708	\$ 20,102	\$ 20,504
	3500	Miscellaneous (Non-Op)	\$ 18,221	\$ 18,585	\$ 18,957	\$ 19,336	\$ 19,723	\$ 20,117
	3700	Debt Proceeds						
		2009 Bond Revenue (included in operating revenue)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4000	Operational Expense		\$ 8,628,628	\$ 8,829,912	\$ 8,390,234	\$ 8,583,077	\$ 8,985,824	\$ 8,760,815
	4100	Water	\$ 3,994,485	\$ 4,139,214	\$ 3,844,576	\$ 3,955,598	\$ 4,274,622	\$ 3,963,940
	4200	Personnel Operations	\$ 2,042,823	\$ 2,093,731	\$ 2,145,912	\$ 2,199,398	\$ 2,254,220	\$ 2,310,413
	4400	Operation & Maintenance	\$ 2,183,198	\$ 2,180,682	\$ 1,975,136	\$ 1,994,979	\$ 2,015,218	\$ 2,035,863
	4500	Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	4600	Electricity	\$ 184,722	\$ 188,416	\$ 192,185	\$ 196,028	\$ 199,949	\$ 203,948
	4700	Communications	\$ 51,000	\$ 52,020	\$ 53,060	\$ 54,122	\$ 55,204	\$ 56,308
	4800	Insurance	\$ 172,400	\$ 175,848	\$ 179,365	\$ 182,952	\$ 186,611	\$ 190,344
	4900	Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000	Administrative		\$ 2,058,589	\$ 2,105,146	\$ 2,152,796	\$ 2,201,565	\$ 2,251,481	\$ 2,302,572
	5100	Personnel - Administrative	\$ 538,541	\$ 554,697	\$ 571,338	\$ 588,479	\$ 606,133	\$ 624,317
	5200	Payroll Taxes	\$ 144,068	\$ 146,949	\$ 149,888	\$ 152,886	\$ 155,944	\$ 159,062
	5300	Health Insurance	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946	\$ 66,245	\$ 67,570
	5400	Office Utilities	\$ 211,907	\$ 216,145	\$ 220,468	\$ 224,878	\$ 229,375	\$ 233,963
	5500	Office Expenses	\$ 204,939	\$ 209,037	\$ 213,218	\$ 217,483	\$ 221,832	\$ 226,269
	5600	Professional Fees	\$ 787,934	\$ 803,693	\$ 819,767	\$ 836,162	\$ 852,885	\$ 869,943
	5900	Miscellaneous	\$ 110,000	\$ 112,200	\$ 114,444	\$ 116,733	\$ 119,068	\$ 121,449
6000	Capital Improvements		\$ 29,505,000	\$ 22,660,000	\$ 18,460,000	\$ 13,060,000	\$ 13,610,000	\$ 14,310,000
	6200	Storage Tanks	\$ 1,000,000.00	\$ 7,000,000.00	\$ 750,000.00	\$ 1,000,000.00	\$ -	\$ -
	6300	Pump Stations	\$ 75,000.00	\$ -	\$ -	\$ 1,500,000.00	\$ 2,250,000.00	\$ 4,000,000.00
	6400	Equipment	\$ 220,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -
	6500	System	\$ 21,700,000	\$ 9,000,000	\$ 11,200,000	\$ 4,000,000	\$ 4,800,000	\$ 4,750,000
	6600	Water Rights/Storage	\$ 6,330,000	\$ 6,380,000	\$ 6,330,000	\$ 6,380,000	\$ 6,380,000	\$ 5,380,000
	6700	Land / Easements	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000
	6900	Office Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Bond Issue		\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
	7200	Interest / Principle	\$ 4,420,825	\$ 4,421,488	\$ 4,416,925	\$ 4,422,250	\$ 4,422,238	\$ 4,417,000
	7400	Interest Expense Other						
	7800	Depreciation						
	7900	Amortization						
		Water Enterprise Fund	\$ 474,175	\$ 474,838	\$ 470,275	\$ 475,600	\$ 475,588	\$ 470,350
		Total Expense	\$ 44,613,042	\$ 38,016,546	\$ 33,419,955	\$ 28,266,892	\$ 29,269,544	\$ 29,790,387



EXPLANATION

- | | | | |
|---|--|---|--|
|  | STORAGE TANK |  | CAPITAL IMPROVEMENT PROJECT (CIP) EXTENT |
|  | PUMP STATION |  | 12" OR LARGER WATER LINE |
|  | CAPITAL IMPROVEMENT PROJECT (CIP) LOCATION |  | DISTRICT BOUNDARY |
| | |  | EXCLUDED FROM DISTRICT |

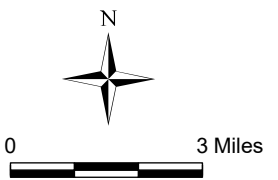


FIGURE 2

CAPITAL IMPROVEMENT PROJECTS

NORTH WELD COUNTY WATER DISTRICT
LUCERNE, COLORADO

Drawn By: BR | Checked By: JG | Scale: 1" = 3 Miles | Date: 8/1/23 | File: 2_CIP_2023

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SOLDIER CANYON WATER TREATMENT AUTHORITY

To: Soldier Canyon Water Treatment Authority Board of Directors

From: Mark Kempton, P.E., CWP - SCWTA Manager

Date: October 5th, 2023

RE: FINAL - 2024 Budget for the Soldier Canyon Water Treatment Authority

The intent of this memo is to present the proposed draft Operational & Maintenance and Renewal & Replacement expenditure budgets for the Soldier Canyon Water Treatment Authority (SCWTA) for the fiscal year 2024. In addition to treatment plant expenses, the SCWTA budget includes funding for the Tri-District’s Water Resources personnel. Due to the unusual summer weather and subsequent lower water demands in 2023, the calculations used for 2024 District per gallon cost contributions are based on the assumed increase over 2022 actual water production, as detailed in Table 1 below. The fiscal year for the SCWTA budget is January 1 through December 31.

Table 1 – Historic and projected water usage (MG)

<u>District</u>	<u>2021 Actual</u>	<u>2022 Actual</u>	<u>2023* Projected Actual</u>	<u>2024 Projected</u>	<u>Assumed 2024 increase/(decrease) over 2022</u>
East Larimer County	1,449	1,540	1,232	1,638	6.3%
Fort Collins Loveland	3,167	3,336	2,668	3,610	8.2%
North Weld County	3,683	3,514	2,811	3,531	0.5%
Tri-Districts Totals	8,299	8,391	6,712	8,779	4.6%

*Assumed 20% decrease in summer demands

The following documents are included to provide details for the 2024 Budget.

- A. **2024 Budget** – The budget summarizes the proposed revenues, expenditures, and reserve account fund projections. It also summarizes the funding responsibility for each District.
- B. **Operations & Maintenance (O&M) Summary** – The attached worksheet lists the major categories in the O&M Budget. The operations and maintenance summary is divided into six major categories.
 - a. Personnel Services
 - b. Professional Services
 - c. Utilities
 - d. Contractual Services
 - e. Commodities

f. Repair and Maintenance

- C. **O&M Expense Detail Worksheet** – The attached worksheet provides additional detail about planned O&M Expenses for 2024.
- D. **Renewal & Replacement Fund Summary** – This worksheet lists the upcoming Renewal and Replacement (R&R) Fund projects planned for 2024.

General Review of 2023**Treated Water Production**

The annual plant production for 2023 is projected to be 6.7 billion gallons. To date, the peak daily plant production in 2023 was 46.55 million gallons, recorded on July 26, 2023. For comparison, the annual plant production and peak daily production for 2022 were 8.39 billion gallons and 49.76 MGD, respectively.

Water Quality

Treated water produced at Soldier Canyon Filter Plant continues to be rated as very high-quality water. All Environmental Protection Agency, (EPA) and Colorado Department of Public Health and Environment, (CDPHE), Safe Drinking Water regulations were met, with the exception of one external lab reporting error. In most cases, water quality far exceeded regulatory requirements.

Water Quality / Regulatory / Watershed

SCWTA continues to support monitoring of the Poudre River watershed in conjunction with regional partners.

2024 Proposed Budget**Operations & Maintenance Budget**

The proposed O&M budget for 2024 is \$6,426,851. This is an increase of 4.5% from the 2023 O&M budget of \$6,151,833.

Details of expense categories, proposed 2024 costs, and 2024 over 2023 budget % changes are listed below.

1. Personnel Services (\$3,347,631) – 2.0% increase.
An assumed wage increase of 5% is included in the 2024 budget. Increases are primarily due to health insurance and personnel costs.
2. Professional Services (\$73,465) – 37% decrease.
Decreases in legal and engineering services.
3. Utilities (\$167,937)– 46.7% increase.
Increase due to higher electricity and natural gas costs.
4. Contractual Services (\$572,483) – 12.2% increase.
Increases in liability insurance, and PVP Enterprise indirect costs/capital projects.

5. Commodities (\$1,515,619) – 8.7% increase.
Increased cost of water treatment chemicals.
6. Facilities Repair and Maintenance (\$749,716) – 2.0% increase.
Increase due to project selection. Proposed projects for 2024 include:
 - PLC Controls improvements.
 - Painting Pipes.
 - Replace House Water PVC Piping.
 - Replace Surface Wash Pipes.
 - Replace Filter Actuators.
 - Upgrade Filter Consoles.
 - Replace Redwood Floc Walls - Annual Program.
 - Replace filters 1-20 surface wash PVC - Annual Program.
 - Filter Air Solenoid Valve replacement program - Annual Program.
 - Tank 2 - Spot coating repairs.
 - Yard Butterfly Valve Actuator Replacement - Annual Program.

Renewal and Replacement (R&R) Fund Budget

The proposed R&R Fund budget for 2024 is \$1,936,738. This is a decrease of 3.4% from the 2023 R&R budget. Proposed 2024 R&R projects are listed below:

1. New Hydrocarbon Analyzer for Poudre River and new Lab TOC Analyzer - \$95,000.
New analyzer at the PVP Sed Basin to detect gasoline spills in the Poudre River.
2. Upgrade SCADA operating system - \$260,000.
Upgrade the iFix SCADA operating interface.
3. Upgrade Chlorine Dioxide system - \$400,000.
Replace the older, smaller 195-gallon tank with a new 800-gallon tank, install new generators, and piping.
4. Replace MCC - \$568,000.
Replace the main Plant Motor Control Center.
5. Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program- \$100,000.
Replace sludge collectors – phase over several years until complete.
6. Vehicle replacement - \$85,000.
Replace two 15-year-old maintenance trucks.
7. Replace Mud Valves - Floc Basin Drains - \$32,000.
Replace original mud valves.
8. Replace NWCWD 20-inch meter - \$280,000.

Table 2 – Summary of 2024 District costs

	<u>East Larimer County</u>	<u>Fort Collins Loveland</u>	<u>North Weld County</u>
Fixed O&M	\$1,124,350	\$1,888,504	\$1,904,485
Variable O&M	\$281,247	\$620,724	\$607,141
Renewal and Replacement	\$442,835	\$743,804	\$750,099
Total	\$1,848,832	\$3,253,032	\$3,261,724
Increase/(Decrease) from 2023 Budget	2.77%	3.34%	1.69%

Soldier Canyon Water Treatment Authority
Water Enterprise Fund
FINAL 2024 Budget
 Prepared 9/28/2022

O&M Revenue Requirement	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 3,080,145	\$ 3,711,820		\$ 3,599,030	\$ 3,597,840	\$ 3,597,840	\$ 4,813,114	\$ 4,296,166	\$ 4,917,339	\$ 4,852,389	\$ 4,997,961	\$ 5,147,900	\$ 5,302,337	\$ 5,461,407	\$ 5,625,249	\$ 5,794,007
Fixed O&M Rate per MG Capacity Owned		Jan. - June \$6,663														
	\$ 5,716	June - Dec. \$4,997			\$ 4,997	\$ 4,997	6,684.88	5,966.90	\$6,829.64	\$ 6,739	\$ 6,942	\$ 7,150	\$ 7,364	\$ 7,585	\$ 7,813	\$ 8,047
Variable O&M	\$ 875,199	\$ 992,378		\$ 962,663	\$ 1,035,314	\$ 1,003,407	\$ 1,338,719	\$ 1,246,279	\$ 1,509,512	\$ 1,554,797	\$ 1,601,441	\$ 1,649,485	\$ 1,698,969	\$ 1,749,938	\$ 1,802,436	\$ 1,856,509
Variable O&M Rate per 1,000 gallons	\$ 0.173	\$ 0.116			\$ 0.1197	\$ 0.1160	0.1469	0.1367	\$ 0.172	\$ 0.170	\$ 0.172	\$ 0.174	\$ 0.176	\$ 0.178	\$ 0.180	\$ 0.184

R&R Revenue Requirement	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
R&R Revenue	\$ 650,790	\$ 2,115,714		\$ 1,227,583	\$ 1,770,734	\$ 1,770,732	\$ 2,004,000	\$ 1,133,047	\$ 1,936,738	\$ 2,115,000	\$ 1,090,001	\$ 1,101,845	\$ 1,642,113	\$ 547,428	\$ -	\$ -
R&R Rate per Month per MG of Capacity		Jan. - June \$2,273														
	\$ 207	June - Dec. \$1,705			\$ 2,459.35	\$ 2,459.35	2,783.33	1,573.68	\$2,689.91	\$ 2,938	\$ 1,514	\$ 1,530	\$ 2,281	\$ 760	\$ -	\$ -

Funding Breakout For Each District

NWCWD	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 1,114,997	\$ 1,345,619	\$ 1,345,619	\$ 1,346,984	\$ 1,393,443	\$ 1,393,443	\$ 1,864,119	\$ 1,663,905	\$ 1,904,485	\$ 1,879,330	\$ 1,935,710	\$ 1,993,782	\$ 2,053,595	\$ 2,115,203	\$ 2,178,659	\$ 2,244,019
Projected Flow (in 1,000 gallons)	3655	3549	3549		3679	3679	3867	3867	3531	4076	4210	4357	4509	4666	4823	4823
Variable O&M	\$ 632,232	\$ 413,277	\$ 413,277	\$ 427,256	\$ 440,236	\$ 420,617	\$ 567,946	\$ 528,729	\$ 607,141	\$ 693,668	\$ 725,031	\$ 758,502	\$ 793,274	\$ 829,461	\$ 866,542	\$ 889,789
Capital -Renewal and Replacement	\$ 91,777	\$ 449,977	\$ 449,977	\$ 459,205	\$ 685,805	\$ 685,805	\$ 776,149	\$ 438,829	\$ 750,099	\$ 819,140	\$ 422,157	\$ 426,745	\$ 635,990	\$ 212,019	\$ -	\$ -
Capital -Plant Expansion	\$ 8,395,062	\$ 4,119,519	\$ 3,508,665	\$ 3,716,713	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,234,068	\$ 6,337,620	\$ 6,337,620	\$ 5,950,158	\$ 2,519,485	\$ 2,499,865	\$ 3,208,214	\$ 2,631,463	\$ 3,261,724	\$ 3,392,138	\$ 3,082,899	\$ 3,179,028	\$ 3,482,860	\$ 3,156,683	\$ 3,045,201	\$ 3,133,808

FCLWD	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 1,100,421	\$ 1,331,985	\$ 1,331,985	\$ 1,332,242	\$ 1,381,750	\$ 1,381,750	\$ 1,848,476	\$ 1,649,942	\$ 1,888,504	\$ 1,863,560	\$ 1,919,467	\$ 1,977,051	\$ 2,036,363	\$ 2,097,453	\$ 2,160,377	\$ 2,225,188
Projected Flow (in 1,000 gallons)	3209	3431	3431		3431	3431	3610	3610	3610	3431	3431	3431	3431	3431	3431	3431
Variable O&M	\$ 555,185	\$ 399,536	\$ 399,536	\$ 367,328	\$ 410,560	\$ 399,369	\$ 530,200	\$ 493,589	\$ 620,724	\$ 583,900	\$ 590,875	\$ 597,296	\$ 603,620	\$ 609,918	\$ 616,443	\$ 632,981
Capital -Renewal and Replacement	\$ 90,675	\$ 445,434	\$ 445,434	\$ 454,550	\$ 680,050	\$ 680,050	\$ 769,636	\$ 435,147	\$ 743,804	\$ 812,266	\$ 418,615	\$ 423,164	\$ 630,653	\$ 210,240	\$ -	\$ -
Capital -Plant Expansion	\$ 8,369,991	\$ 4,107,216	\$ 3,498,187	\$ 3,705,613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 10,116,272	\$ 6,293,288	\$ 6,293,288	\$ 5,859,734	\$ 2,472,361	\$ 2,461,169	\$ 3,148,313	\$ 2,578,679	\$ 3,253,032	\$ 3,259,726	\$ 2,928,957	\$ 2,997,511	\$ 3,270,636	\$ 2,917,612	\$ 2,776,820	\$ 2,858,169

ELCO	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Fixed O&M	\$ 872,422	\$ 919,617	\$ 919,617	\$ 919,803	\$ 822,646	\$ 822,646	\$ 1,100,519	\$ 982,318	\$ 1,124,350	\$ 1,109,499	\$ 1,142,784	\$ 1,177,067	\$ 1,212,379	\$ 1,248,751	\$ 1,286,213	\$ 1,324,800
Projected Flow (in 1,000 gallons)	1442	1542	1542		1542	1542	1638	1638	1638	1629	1658	1687	1717	1747	1778	1809
Variable O&M	\$ 249,547	\$ 179,564	\$ 179,564	\$ 168,080	\$ 184,519	\$ 183,421	\$ 240,573	\$ 223,961	\$ 281,647	\$ 277,229	\$ 285,535	\$ 293,687	\$ 302,074	\$ 310,559	\$ 319,451	\$ 333,740
Capital -Renewal and Replacement	\$ 71,888	\$ 306,600	\$ 306,600	\$ 313,828	\$ 404,878	\$ 404,878	\$ 458,215	\$ 259,071	\$ 442,835	\$ 483,595	\$ 249,229	\$ 251,937	\$ 375,469	\$ 125,169	\$ -	\$ -
Capital -Plant Expansion	\$ 2,520,640	\$ 1,236,897	\$ 1,053,486	\$ 1,115,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 3,714,497	\$ 2,649,906	\$ 2,649,906	\$ 2,517,664	\$ 1,412,043	\$ 1,410,945	\$ 1,799,306	\$ 1,465,351	\$ 1,848,832	\$ 1,870,323	\$ 1,677,548	\$ 1,722,691	\$ 1,889,923	\$ 1,684,479	\$ 1,605,664	\$ 1,658,540

Earned Interest

Misc. / Interest Income	2020 Actual	2021 Budget	2021 Projected	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
Proj. O&M Fund Interest and Misc Income	\$ 67,326	\$ 4,800	\$ 300	\$ 6,204	\$ 234	\$ 75,961	\$ 250	\$ 5,000	\$ 5,000	\$ 12,048	\$ 12,121	\$ 12,193	\$ 12,267	\$ 12,341	\$ 12,415	\$ 11,762
Projected Income from R&R Fund Interest		\$ 4,800	\$ 881		\$ 234		\$ 250	\$ 250	\$ 500	\$ 7,575	\$ 7,786	\$ 8,027	\$ 8,269	\$ 8,510	\$ 8,782	\$ 6,716

From
Brenda's 2023
Projected

From O&M
Expense Detail
Worksheet

O&M Expense Summary

Fixed O&M

	2020 Actual	2021 Actual	2021 Budget	2021 Actual	2022 Budget	2022 Actual	2023 Budget	2023 Projected	2024 Proposed	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	2030 Proposed	2031 Proposed
Personnel Services																
Wages	1,749,287	2,037,465	1,894,413	1,925,206	\$2,081,189	\$1,971,282	\$2,432,853	\$2,372,780	\$ 2,446,610	2,520,008	2,595,609	2,673,477	2,753,681	2,836,292	2,921,380	3,009,022
Taxes	31,226	36,667	32,579	31,990	35,576	32,468	38,972	38,363	\$ 41,078	42,311	43,580	44,887	46,234	47,621	49,050	50,521
Pension	270,807	344,334	319,431	308,900	337,372	334,585	383,175	406,355	\$ 422,333	435,003	448,053	461,494	475,339	489,599	504,287	519,416
Insurance	201,125	238,858	317,696	238,805	318,808	277,173	360,424	357,377	\$ 374,663	385,903	397,480	409,404	421,687	434,337	447,367	460,788
Misc.	31,987	30,139	51,613	27,108	63,135	33,559	67,257	54,300	\$ 62,947	64,835	66,780	68,784	70,847	72,973	75,162	77,417
	2,284,433	2,687,463	2,615,732	2,532,009	2,836,080	2,649,067	3,282,681	3,229,175	\$ 3,347,631	3,448,060	3,551,502	3,658,047	3,767,788	3,880,822	3,997,246	4,117,164
Professional Services																
Directors Expenses	191	921	3,296	1,500	3,296	4,234	3,465	753	\$ 3,465	3,569	3,676	3,786	3,900	4,017	4,137	4,262
Legal Services	9,366	13,400	20,600	20,600	20,600	4,469	21,630	9,849	\$ 15,000	15,450	15,914	16,391	16,883	17,389	17,911	18,448
Audit Services	54,140	42,791	17,510	31,228	31,000	25,947	31,000	32,944	\$ 35,000	36,050	37,132	38,245	39,393	40,575	41,792	43,046
Engineering Services	16,897	120,330	120,000	120,000	50,000	15,590	60,000	-	\$ 20,000	20,600	21,218	21,855	22,510	23,185	23,881	24,597
	80,594	177,443	161,406	173,328	104,896	50,240	116,095	43,547	\$ 73,465	75,669	77,939	80,277	82,686	85,166	87,721	90,353
Utilities																
Trash Service	8,094	6,323	9,200	9,200	\$9,200	\$6,944	\$8,500	\$8,229	\$ 8,925	9,193	9,469	9,753	10,045	10,347	10,657	10,977
	8,094	6,323	9,200	9,200	9,200	6,944	8,500	8,229	\$ 8,925	9,193	9,469	9,753	10,045	10,347	10,657	10,977
Contractual Services																
Telephone & Internet	18,647	17,163	23,340	23,340	\$10,410	\$12,380	\$9,800	\$8,171	\$ 9,800	10,094	10,397	10,709	11,030	11,361	11,702	12,053
Outside Services	85,633	97,429	139,855	139,855	151,304	138,784	171,959	118,785	\$ 160,709	165,530	170,496	175,611	180,879	186,306	191,895	197,652
Source of Supply	47,299	91,903	106,998	106,998	107,321	71,239	116,321	145,955	\$ 180,000	185,400	190,962	196,691	202,592	208,669	214,929	221,377
Dues, Publications	10,007	11,058	7,003	11,241	11,241	6,875	11,974	7,505	\$ 11,974	12,333	12,703	13,084	13,477	13,881	14,298	14,727
Liability Insurance	73,421	78,642	76,385	78,642	100,000	167,582	200,000	190,305	\$ 210,000	216,300	222,789	229,473	236,357	243,448	250,751	258,274
	235,007	296,196	353,581	360,076	380,276	396,860	510,054	470,721	\$ 572,483	589,657	607,347	625,568	644,335	663,665	683,575	704,082
Commodities																
Supplies	105,079	124,283	122,082	117,890	122,082	122,945	143,142	106,832	\$ 147,449	151,872	156,429	161,122	165,955	170,934	176,062	181,344
Fuel & Oil	9,154	14,456	12,772	14,057	12,772	13,298	15,100	12,239	\$ 15,100	15,553	16,020	16,500	16,995	17,505	18,030	18,571
Miscellaneous	1,180	1,993	2,396	1,200	\$2,396	\$1,673	\$2,570	\$1,546	\$ 2,570	2,647	2,727	2,808	2,893	2,979	3,069	3,161
	115,413	140,732	137,250	133,147	137,250	137,916	160,812	120,616	\$ 165,119	170,073	175,175	180,430	185,843	191,418	197,161	203,076
Repair and Maintenance																
Plant Equipment	65,156	64,757	60,557	165,000	60,557	108,779	70,000	143,456	\$ 150,000	154,500	159,135	163,909	168,826	173,891	179,108	184,481
Facilities Repair	267,329	313,496	302,000	330,000	302,000	131,085	592,000	263,649	\$ 546,087	350,000	360,500	371,315	382,454	393,928	405,746	417,918
Lab Equipment Maint.	8,877	8,937	30,000	15,383	30,000	11,161	30,000	7,495	\$ 30,000	30,900	31,827	32,782	33,765	34,778	35,822	36,896
Vehicles	15,242	33,592	42,094	44,952	42,094	11,204	42,972	9,280	\$ 23,629	24,338	25,068	25,820	26,595	27,392	28,214	29,061
	356,604	420,783	434,651	555,335	434,651	262,229	734,972	423,879	\$ 749,716	559,738	576,530	593,826	611,641	629,990	648,890	668,356
Variable O&M																
Utilities																
Electricity	30,346	64,504	38,028	59,000	39,168	90,626	79,412	108,270	\$ 114,517	117,953	121,491	125,136	128,890	132,757	136,739	140,841
Natural Gas	7,714	17,895	15,093	19,359	15,546	33,695	26,557	41,882	\$ 44,495	45,830	47,205	48,621	50,080	51,582	53,129	54,723
	38,060	82,399	53,121	78,359	54,714	124,321	105,969	150,152	\$ 159,012	163,782	168,696	173,757	178,969	184,338	189,869	195,565
Commodities																
Treatment Chemicals	837,139	908,756	939,257	862,416	980,600	1,068,205	1,232,750	1,096,127	\$ 1,350,500	1,391,015	1,432,745	1,475,728	1,520,000	1,565,600	1,612,568	1,660,945
Total O&M Expense	3,955,344	4,720,094	4,704,198	4,703,870	4,937,667	4,695,782	6,151,833	5,542,445	\$ 6,426,851	6,407,187	6,599,402	6,797,384	7,001,306	7,211,345	7,427,686	7,650,516

O&M Expense Detail Worksheet

	Administration	Lab / Regulatory	Water Resources	Operations	Maintenance	Line Total	Total
5100 -Personnel Services							\$3,347,631
5110 Wages							\$2,446,610
5111 Wages (Permanent)	\$273,441	\$203,246	\$351,085	\$999,228	\$544,610	\$2,371,610	
Wages (Contingency for Operators 5112 advancing through Licensing)				\$15,000		\$15,000	
5113 Overtime / Temporary				\$26,000	\$12,000	\$38,000	
On Call				\$22,000		\$22,000	
5120 Taxes							\$41,078
5121 Unemployment Tax	\$680	\$410	\$1,000	\$3,000	\$1,600	\$6,690	
5122 Medicare Tax	\$3,965	\$2,947	\$5,091	\$14,489	\$7,897	\$34,388	
5130 Pension							\$422,333
5131 P.E.R.A.	\$41,434	\$29,066	\$50,762	\$150,042	\$81,196	\$352,500	
5132 ICMA matchmaker - Employer	\$8,038	\$5,920	\$0	\$26,484	\$16,538	\$56,979	
5133 401K matchmaker - Employer			\$10,338	\$2,515		\$12,853	
5140 Insurance							\$374,663
5141 Health Insurance	\$23,576	\$23,576	\$35,364	\$117,882	\$70,741	\$271,139	
5142 Life Insurance P.E.R.A.	\$372	\$372	\$558	\$700	\$700	\$2,702	
5143 Workers Comp. Insurance	\$3,418	\$1,668	\$5,041	\$12,695	\$8,000	\$30,822	
5144 Health Savings Account	\$6,000	\$6,000	\$9,000	\$28,000	\$21,000	\$70,000	
5150 Misc.							\$62,947
5151 Conferences, Education	\$4,244	\$4,244	\$6,365	\$10,540	\$6,954	\$32,347	
5152 Uniforms	\$1,050	\$1,050	\$1,600	\$5,250	\$3,150	\$12,100	
5153 Safety	\$1,000	\$1,000	\$1,000	\$6,500	\$9,000	\$18,500	
5200 - Professional Services							\$73,465
Board, Legal Audit							\$73,465
5211 Directors Expenses	\$3,465					\$3,465	
5212 Legal Services	\$15,000					\$15,000	
5213 Audit Services	\$35,000					\$35,000	
5214 Engineering Services				\$20,000		\$20,000	
5300 Utilities							\$167,937
5310 Electrical Utilities							\$114,517
5311 Plant Electrical				\$52,000		\$52,000	
5312 Pump Station Electrical				\$61,117		\$61,117	
5313 Tie Pump Station Electrical				\$1,400		\$1,400	
5320 Natural Gas							\$44,495
5321 Plant Natural Gas				\$40,000		\$40,000	
5322 Pump Station Natural Gas				\$2,200		\$2,200	
5323 De-Watering bldg. Nat. Gas				\$2,295		\$2,295	
5330 Misc.							\$8,925
5331 Trash Removal				\$8,925		\$8,925	

O&M Expense Detail Worksheet

	Administration	Lab / Regulatory	Water Resources	Operations	Maintenance	Line Total	Total
5400 - Contractual Services							\$572,483
5410 Telephone & Internet							\$9,800
5411 Telephone & Internet	\$8,200		\$1,600			\$9,800	
5420 Outside Services							\$160,709
5421 HVAC Service					\$2,000	\$2,000	
5422 Contract Lab		\$16,714				\$16,714	
5423 IT & SCADA Support	\$32,000			\$54,995		\$86,995	
5424 Solids Removal				\$40,000		\$40,000	
5426 Administrative Support	\$15,000					\$15,000	
5430 Source of Supply							\$180,000
5431 CBT Winter Delivery						\$0	
5432 PVP Maintenance Est. Cost					\$160,000	\$160,000	
5433 HT/Big T Watershed Monitoring		\$0				\$0	
5434 Poudre Watershed Monitoring		\$20,000				\$20,000	
5440 Dues, Publications							\$11,974
5441 Memberships and Publications	\$5,739	\$225	\$100	\$1,230	\$4,680	\$11,974	
5450 Liability Insurance							\$210,000
5451 Insurance, Property, Liability	\$210,000					\$210,000	
5500 - Commodities							\$1,515,619
5510 Supplies							\$147,449
5505 Admin. / Oper. Misc.	\$7,235					\$7,235	
5511 Office Supplies	\$20,100		\$6,884	\$8,058		\$35,042	
5512 Operational Supplies			\$3,000	\$53,300		\$56,300	
5513 Lab Supplies		\$40,150				\$40,150	
5514 Shop Supplies					\$7,424	\$7,424	
5516 Janitorial Supplies				\$1,298		\$1,298	
5520 Treatment Chemicals							\$1,350,500
5521 Coagulants				\$520,000		\$520,000	
5522 Disinfectants				\$175,000		\$175,000	
5523 Corrosion Control				\$292,000		\$292,000	
5524 Pre Treatment (Chlorite)				\$165,000		\$165,000	
5525 Floc/Filter Aid				\$54,500		\$54,500	
5526 Dewatering Flocculants				\$36,000		\$36,000	
5527 Fluoride				\$90,000		\$90,000	
PAC				\$15,000		\$15,000	
5528 Misc. Chemicals				\$3,000		\$3,000	
5530 Fuel & Oil							\$15,100
5531 Fuel & Oil	\$1,500	\$2,200	\$2,700	\$5,200	\$3,500	\$15,100	
5540 Miscellaneous							\$2,570
5541 Miscellaneous	\$1,700		\$630	\$240		\$2,570	
5600 - Repair & Maintenance							\$749,716
5610 Plant Equipment		\$30,000			\$120,000	\$150,000	
5620 Facilities Repair					\$546,087	\$546,087	
5630 Lab Equipment Maint.		\$30,000				\$30,000	
5640 Vehicles		\$2,142	\$3,000	\$8,487	\$10,000	\$23,629	
Totals	\$722,157	\$420,930	\$495,118	\$3,151,570	\$1,637,076	\$6,426,851	\$6,426,851

Renewal and Replacement Summary

2020 Actual			2021 Budget		2021 Estimated		2022 Budget			2023 Budget			2024 Proposed		2025 Proposed		2026 Proposed		2027 Proposed		2028 Proposed		2029 Proposed		2030 Proposed		2031 Proposed	
Projects & Proj Number	Cost \$ (2019)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)		Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2023)	Complete (Y/N)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)	Projects & Proj Number	Cost \$ (2019)
Sleeve Valve	\$292,463	Yes	Filter Improvements 1-4 - 0600-04	\$935,714	\$500,000	Yes	Filter Improvements 5-8 - 0600-04	\$700,000	No	Floc Sed Heaters - 1000-13	\$180,000	No	Chlorine Dioxide System - General Upgrade	\$400,000	PVP meter Upgrades	\$290,000	Compressed Air System Upgrades	\$180,000	Replace Filter Media 9-12	\$547,428	Paint Clearwell Tank 2	\$1,192,113	Replace Filter Media 12-20	\$547,428				
Scrubber	\$269,292	Yes	Floc Sed Heaters - 1000-13	\$700,000		No	Emergency Back Up Generator - 0100-02	\$400,000	No	(50%) Filter Improvements 5-8 - 0600-04	\$700,000	No	Mud Valves - Floc Basin Drains 0400-02	\$32,000	Paint BW Tanks 1 and 2	\$225,000	Yard Valve Repair	\$200,000	Horsetooth Meter Replacement	\$329,510	Soda ash grinders	200,000						
Plant Improvements	\$46,539	Yes	Paint Clearwell Tank 1 - 0900-01	\$360,000	\$800,000	Yes	Compressed Air System Upgrades	\$140,000	No	Emergency Back Up Generator - 0100-02	\$220,000	No	Hydrocarbon Analyzer for Poudre River and new TOC Analyzer	\$95,000	Clearwell Tank 4 - Repaint	\$1,300,000	Repair raw water valves	\$610,000	Yard Valve Repair	\$224,907	Soda ask dehumidifier	250,000						
Controls Improvements	\$42,495	Yes	Emergency Back Up Generator - 0100-02		\$200,000	Ongoing	Controls Improvements - PLC Replacement 0100-07	\$120,000	No	Compressed Air System Upgrades	\$180,000	No	Replace Plant MCC	\$568,260	Yard Valve Repair	\$200,000												
			Controls Master Plan	\$120,000	\$120,000	Contracted and Ongoing				Controls Improvements - PLC Replacement 0100-07	\$140,000	No	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,000	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,000	Replace Sedimentation Sludge collectors - Basins 1-4 - Annual Program	\$100,001										
													Vehicle replacement - 2 Maint trucks	\$85,000														
										Comprehensive Master Plan	\$500,000	No	NWCWD 20" Meter	\$376,478														
										Replace 195 Gal CLO2 tank with new 800 Gal tank - 0200-09	\$84,000	No	SCADA iFix upgrade	\$280,000														
	\$650,789			\$2,115,714	\$1,620,000			\$1,360,000			\$2,004,000			\$1,936,738		\$2,115,000		\$1,090,001		\$1,101,845		\$1,642,113		\$547,428		\$0		\$0

O&M Facilities Repair Project List

2020	2020 Budgeted	2020 Actual	Completed (Y/N?)	2021 Budgeted	2021 Estimated	Completed (Y/N?)	2022 Budgeted	Completed (Y/N?)	2023 Budget	2023 Cost	2024 Budget	2025	2026	2027	2028	2029	2030									
Projects				Projects			Projects		Projects		Projects	Projects	Projects	Projects	Projects	Projects	Projects									
Controls Improvements	\$62,400	\$66,220	Yes	Controls Improvements	64,896	64,896	Yes	Coagulant Pump Upgrades - skids	90,000	No	Controls Improvements	\$75,000	PLC Controls Improvements	\$75,000	Soda Ash De-Lumper	77,468	HT 42" Pipe Assessment	83,170	Controls Improvements	82,114	Controls Improvements	85,399	Controls Improvements	85,399	Controls Improvements	88,815
Plant Intercom	\$59,587		No	Chlorine Hoist	55,597	33,477	Yes	Chlorine Dioxide Pump Upgrades	50,000	No	Surface Wash Pumps 1&2 - 0600-10	\$65,000	Replace House Water PVC Piping - Annual Program	\$30,000	Controls Improvements	75,919	HT 36" Pipe Assessment	83,170			Caulk Decant Pond 3	290,000				
Replace Fluoride Feeder	\$51,110		Yes	Water Quality Analyzer	50,000		Yes	Paint Pipes	45,000	No	Backwash Pump 2 - 0600-01	\$65,000			Vehicle Replacement	50,613	Controls Improvements	78,956								
Sed Basin Wall Repair	\$48,057		No	Paint Pipes	43,264		Yes	Knock Out Wall to Install New Tank - Part of 0200-09 CLO2 project	30,000	No	Paint Pipes	\$25,000	Paint Pipes - Annual Program	\$47,000	Replace House Water PVC Piping - Annual Program	30,000	Replace House Water PVC Piping - Annual Program	30,001	Replace House Water PVC Piping - Annual Program	30,002			Paint building exterior	150,000		
Gate Lighting & Camera	\$40,675	\$6,832	Yes	Floc Chains & Sprockets	33,951	70,600	Yes				Vehicle Replacement	\$46,000			Paint Pipes - Annual Program	47,000	Paint Pipes - Annual Program	47,001	Paint Pipes - Annual Program	47,002	Paint Pipes - Annual Program	47,003	Paint Pipes - Annual Program	47,004	Paint Pipes - Annual Program	47,005
Floc Chains & Sprockets 2	\$36,678	\$32,646	Yes	Filter Valves	32,448		No				Upgrade Filter Consoles - 0100-08	\$50,000	Filter Actuators - Annual program	\$24,400	Filter Actuators - Annual program	\$24,400	Paint Interior Walls	39,000	Paint Interior Walls	39,001	Paint Interior Walls	39,002	Paint Interior Walls	39,003	Paint Interior Walls	39,004
House Water System	\$31,229	\$12,708	Yes	Filter Actuators	21,632		No				Filter Valves	\$40,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,000	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,001	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,002	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,003	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,004	Replace Green Plastic Airline throughout Plant - Annual Program	\$30,005
Caulk Decant Pond 2	\$20,000		No	Chlorine Dioxide Batch Tank	39,012		No				Surface Wash Pipes	\$36,000					Surface Wash Flow Meter	22,000								
House Roof	\$19,238	\$19,656	Yes	Surface Wash Piping 1-4	29,266		Yes				Mud Valves - Floc Basin Drains 0400-02	\$35,000	Upgrade Filter Consoles	\$52,967												
				Paint Filter Piping 1-4	20,067		No				Filter Actuators	\$25,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000	Replace Redwood Floc Walls - Annual Program	\$30,000						
				Dewatering Piping Modifications	10,000		Yes				Surface Wash Flow Meter	\$22,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,000	Replace filters 1-20 surface wash PVC - Annual Program	\$15,001				
				Replace Fluoride Feeder		39,436	Yes				Office/Control Room upgrades	\$30,000	Filter Air Solenoid Valve replacement program - Annual Program	\$25,000	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001	Filter Air Solenoid Valve replacement program - Annual Program	\$25,001						
				Fencing		50,380	Yes				Sed Basin Wall Repair	\$55,000	Tank 2 - Spot coating repairs	\$16,720												
											Abandon unused Chemical feeds - 0200-02	\$3,000	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,000	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,001	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,002	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,003	Yard Butterfly Valve Actuator Replacement - Annual Program	\$200,004				
				Gate Camera		6,832	Yes				Caulk Decant Pond 2	\$20,000														
	\$368,974	\$138,062		400,133	265,621		215,000				\$592,000		\$546,087		605,402		683,302		498,125		706,412		351,410		204,829	

Soldier Canyon Water Treatment Authority

FINAL 2024 Budget

Unit Cost

Operations & Maintenance Fund Unit Cost Per 1,000 Gallons	2020 Actual	2021 Budget	2021 Projected	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
NWCWD	\$ 0.478	\$ 0.496	\$ 0.496	\$ 0.498	\$ 0.629	\$ 0.711	\$ 0.631	\$ 0.632	\$ 0.632	\$ 0.631	\$ 0.631	\$ 0.631	\$ 0.650
FCLWD	\$ 0.516	\$ 0.505	\$ 0.505	\$ 0.522	\$ 0.659	\$ 0.695	\$ 0.713	\$ 0.732	\$ 0.750	\$ 0.769	\$ 0.789	\$ 0.809	\$ 0.833
ELCO	\$ 0.778	\$ 0.713	\$ 0.713	\$ 0.653	\$ 0.819	\$ 0.858	\$ 0.851	\$ 0.861	\$ 0.872	\$ 0.882	\$ 0.893	\$ 0.903	\$ 0.917

Renewal And Replacement Fund Unit Cost Per 1,000 Gallons	2020 Actual	2021 Budget	2021 Projected	2022 Budget	2023 Budget	2024 Budget	2025 Budget	2026 Budget	2027 Budget	2028 Budget	2029 Budget	2030 Budget	2031 Budget
NWCWD	\$ 0.025	\$ 0.127	\$ 0.127	\$ 0.186	\$ 0.201	\$ 0.212	\$ 0.201	\$ 0.100	\$ 0.098	\$ 0.141	\$ 0.045	\$ -	\$ -
FCLWD	\$ 0.028	\$ 0.130	\$ 0.130	\$ 0.198	\$ 0.213	\$ 0.206	\$ 0.237	\$ 0.122	\$ 0.123	\$ 0.184	\$ 0.061	\$ -	\$ -
ELCO	\$ 0.050	\$ 0.199	\$ 0.199	\$ 0.263	\$ 0.280	\$ 0.270	\$ 0.297	\$ 0.150	\$ 0.149	\$ 0.219	\$ 0.072	\$ -	\$ -

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

COMMERCIAL METER OVERUSE SURCHARGE POLICY

- 1. Commercial Meter Overuse Surcharge Policy:** The District hereby establishes that in order to reduce demand on the District's water distribution system and to deter water overuse by commercial customers, any customer with a commercial water tap that exceeds the maximum annual usage establish pursuant to this Policy (the "Maximum Annual Usage") shall be required to pay a surcharge in the amount set forth on the District's Fee Schedule, as may be amended from time to time.
- 2. Establishment of Maximum Annual Usage:** The Maximum Annual Usage for each commercial tap shall be established by averaging the use of such tap over the previous five (5) years, less ten percent (10%). In the event a commercial tap has been owned by a customer for less than five (5) years, the Maximum Annual Usage shall be the average use of all previous years the commercial tap is owned by such customer, less ten percent (10%).
- 3. Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future.

North Weld County Water District

Proposal for Independent Professional Auditing Services

November 3, 2023



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November 3, 2023

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

Re: Audit Proposal

Dear Eric

I enjoyed speaking with you recently to discuss your needs and priorities and am delighted by the opportunity to submit our proposal to provide audit services to North Weld County Water District. Specifically, we will audit the financial statements of North Weld County Water District (the District) as of and for the year ended December 31, 2023.

Based on our conversation, I am certain we have the best team of qualified professionals who will collaborate to fulfil your needs and provide you with a positive and high-level client service experience. We know that we'll hit the ground running by finding ways to provide value beyond your expectations. We want to be your first call when you need an expert perspective on the District's goals and challenges.

Your engagement will feature significant involvement from multiple Colorado and Michigan professionals who have made serving government clients a focus of their careers. The partner and senior-level leaders we identified for the engagement team each bring their own career-focused expertise in serving municipalities and public utilities, including in Colorado.

We are aware that the expertise we bring to the table is only one half of the equation: the other half is how we'll work with you throughout the year. That's why we'll also deliver continuous communication, regular updates on changes within the government industry nationwide, and proactive guidance to help you achieve your strategic and financial goals. We are heavily involved in the public utility professional organizations. We pass-on what we learn from this involvement to our clients through our webinars, whitepapers, and toolkits because we view it as our duty to keep our clients ahead of the curve. We'll also tailor our audit approach to your preferences to give your internal staff and resources a smooth, pain-free experience. Finally, whether internal controls, financial processes, or fiscal policies, we are always looking for opportunities to offer perspective that helps our clients achieve their goals of continual improvement.

In addition, we place a high focus on audit quality and client service. Our commitment to quality service often means that we are not the lowest cost firm. We recognize the balance between fees and value and are always striving to provide fair and competitive fees to our clients while never compromising the quality of our work or the overall value of our service model. We have estimated our fees and assumptions on page 14.

We are excited to redefine the level of service that you should expect from a professional services provider. I will follow up promptly to answer any additional questions you might have. I look forward to it.

Sincerely,

A handwritten signature in blue ink that reads "Alisha M. Watkins". The signature is written in a cursive, professional style.

Alisha Watkins, CPA
Engagement Partner

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Executive summary

The District needs a partner to perform the independent professional auditing services. We use the word “partner” rather than “service provider,” because that’s what you deserve from a professional advisor: a true partnership that’s committed not just to the success of your audit, but also to the District’s long-term success.

Value proposition for the Districts:



We are experts in serving government entities

We’re a top U.S. audit, tax, and consulting firm with a significant, dedicated governmental industry practice.

Our 450+ person public sector team serves more than 1,700 clients across the U.S. More than 250 of these professionals serve 500+ governmental clients, including 200+ municipal audits with distinct water and wastewater systems. Many of these clients are in the Denver Metropolitan area and throughout Colorado. We will bring in new and broader perspectives to the table due to our broader base of knowledge gained from serving not just public utilities, cities, and agencies within Colorado, but also nationwide.



Our presence in Colorado

With 600+ employees calling Colorado home, Plante Moran is one of the second largest accounting firm in the state. We currently serve several of your peers along the Front Range, including the Cities of Longmont and Loveland, Town of Parker, Denver Regional Transportation District, Northern Colorado Water Conservancy District, and Municipal Subdistrict (of Northern Water). We’re dedicated to the communities in which we live and work. You can rest easy knowing that the Districts will be an important client to our firm and will reside in good company with the neighboring cities, towns, and component units we serve.



Industry leadership at the national and state levels

Our professionals are recognized as industry leaders. We participate in the American Water Works Association (AWWA), the American Public Works Association (APWA), the Special District Association of Colorado (SDA), along with the AICPA (including the Governmental Audit Quality Center and State and Local Government Expert Panel), the Government Finance Officers Association (at the national and state levels). You’ll receive advance notice of upcoming legislative changes and guidance, quick answers to difficult questions, and help resolving federal compliance issues.



Building a long-term relationship

We want to be your first call when you need an expert perspective on the Districts' goals and challenges. We understand the importance of providing a holistic service to our clients, and we will go above and beyond to provide you the same. Following are some of the ways we help our government clients in addition to performing their audit services:

- We monitor the impact of GASB standards, create practical tools to assist our clients with implementation, and provide feedback to the GASB on proposed standards on behalf of our clients.
- Our CPE-approved webinars, complimentary trainings, and toolkits will help you analyze how recent changes in regulations, legislation, and economic conditions could impact the Districts. Please see page 9 for examples of the thought leadership and training we provide our clients.



Our “one-firm” firm philosophy

Our “one-firm” firm approach is like no other in the market, and our clients reap the benefits. Unlike other firms, we are organized by industry focus, not by location-specific profit centers. We provide the collective power of our entire firm, regardless of location. Our professionals frequently collaborate and consult with other team members from across the firm's 23 offices to provide the most well-rounded guidance and expertise possible for our clients.



The ability to serve you holistically

We are different from other firms in that our consultants are experts in public sector entities, just as our auditors are. We are cognizant of the growing needs of cybersecurity services for our government clients, and how important this is to the Districts. As demonstrated later in the proposal, we have in-house resources who can help.



Client service

Our client satisfaction scores bear out our commitment to our clients:

- 100% of clients say our staff provides sound business advice
- 98% of clients say our staff has deep industry knowledge
- 98% of clients say our staff matches the right people and resources to their specialized needs
- 98% of clients say our solutions demonstrate technical expertise
- 98% of clients say our staff is focused on clients' future and long-term success

- 97% of clients say our staff invests the time to build a relationship



Client service (continued)

Plante Moran is proud of the value-add services we provide to our clients, whether it's on matters pertaining to entrenchment in the industry, evolving accounting and reporting standards, funding or regulatory matters, compliance topics, operations/strategy, and more, our clients can lend more credibility to this topic and are very much open to you speaking with them directly and are happy to provide references upon request. In the meantime, I have included a testimonial from the general manager of Northern Colorado Water Conservancy District, who we have been working with since 2019.

Don't just take our word for it, here is what our clients are saying:



Northern Water consists of numerous water activity enterprises that, collectively, allow us to advance our mission. In short order, Plante Moran was able to grasp the notable intricacy of each enterprise and how they ultimately work in tandem. In less than one year's time, Plante Moran has greatly assisted us in identifying several business practices that will provide additional internal financial control and heightened accountability to our board and its constituents.

Because of Plante Moran's breadth of experience, they're extremely helpful in sharing ideas and practices that have known and demonstrated value. From COVID-19 to succession planning, Plante Moran's prompting to memorialize our operating procedures in greater detail will pay quick dividends. As we grow in size and complexity, we feel confident that we have a proactive partner that provides value beyond the audit."

— **Bradley D. Wind, General Manager
Northern Water**

Firm overview



Firm overview

We are the 15th largest certified public accounting and management consulting firm in the nation. With **a history spanning nearly 100 years**, our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, and wealth management services.

Fast facts



Year founded



Staff



Partners



Offices worldwide



States with clients



Countries where we've served clients



Services available



Industries served

Plante Moran in Colorado

With three offices in Denver, Fort Collins, and Broomfield, Plante Moran is **the second largest accounting firm in the state**. We're dedicated to the community in which we live and work. **Our professionals are actively involved with the Colorado, Denver Metro, South Metro Denver, Aurora, Boulder, Fort Collins, Greeley, and Loveland chambers of commerce, the Downtown Denver Partnership, and other associations**, so we can stay apprised of the issues our clients face in Colorado, and we bring innovative ideas to the table. We serve every industry in the state, including government, energy, healthcare, manufacturing, not-for-profits, and technology.



Best Accounting Firm

As ranked by Colorado Biz magazine in its 2021 Best of Colorado Business Choice awards

600+

staff call Colorado home

66

partners in Colorado

40+ years

serving Colorado businesses and individuals

7,600+

clients served in Colorado

Government experience

When we serve governmental entities, ensuring compliance is just the first step. As the District's partner, we'll translate our expertise into solutions, helping you streamline operations, contain costs, and stay ahead of the curve. Investing in our clients means investing in the future of our communities. We are more than just auditors; we are fully committed to supporting your strategic objectives.

Our dedicated national utilities team specializes in serving entities like the District, as well as other governmental entities of all sizes and complexities. We provide support with ACFRs, single audits, grants management, regulatory and compliance assessments and attestation, systems implementation, management consulting, internal controls assessments, budget preparation, and project management. Our expertise within the water and sewer utility and government sectors makes us well-positioned to meet and exceed the District's needs.

What our practice looks like

<p>500+</p> <p>1,700+</p> <p>1,300+</p> <p>\$9B</p> <p>750+</p>	<p>Governmental clients served, including utilities, local government, authorities, airports, transportation organizations, airports, pension systems, special districts, state agencies</p> <p>Public sector clients served</p> <p>GASB entities served</p> <p>Federal expenditures audited per year</p> <p>Annual Comprehensive Financial Report (ACFR) audits conducted in the past 25 years whereby the ACFRs have received the GFOA's Certificate of Achievement for Excellence in Financial Reporting</p>	<p>250+</p> <p>75</p> <p>40+</p> <p>35+</p> <p>200+</p> <p>600+</p> <p>45</p>	<p>Professionals who specialize in government, including 25 partners</p> <p>Years serving government entities</p> <p>Years serving utility clients</p> <p>The numbers of states with current or past municipal water and wastewater utility clients</p> <p>Municipal audits with distinct water and wastewater systems audited by our team, including several organized as special districts and authorities</p> <p>Single audits performed annually</p> <p>States with public sector clients</p>
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How we stand apart from the competition

The Plante Moran difference can be boiled down to two key factors:



1 **Our governmental clients are served by professionals who have made the public sector a focus of their careers.**

Because our firm is organized by industry (not by office or region), you'll always be served by specialists who have already served many governmental entities, including cities and counties, municipal operations, water and sewer authorities, transit authorities, state government agencies, and public library systems.



2 **Our firm is unmatched in the level of research we conduct on challenges facing governmental leaders.**

Our active involvement in government associations – along with our firsthand experience serving a large, diverse client base – is at the heart of our technical expertise. We pass on what we learn to our staff in the form of internal training seminars and to our clients through our webinars, white papers, and toolkits.

We don't just participate – we lead

The auditors and consultants within our governmental practice meet all Government Accountability Office and continuing education requirements. But we've also taken our industry commitment to the next level. We're heavily involved in government professional associations so that we can stay ahead of

emerging issues and shape the practical application of standards and regulations. We do this not just to maintain our expertise, but to act as an advocate for our clients and keep them informed.



- Founding member of the Governmental Audit Quality Center (GAQC)
- Serve on the State and Local Government Expert Panel, which meets annually with the GASB and helps shape their agenda, as well as responding to each exposure document
- Participate in federal single audit roundtable with invited members from GAO, OMB, and various federal agencies
- Past Chair of the American Institute of CPAs (AICPA) in 2008, and a partner currently serves on the Council



- Propose changes to Governmental Accounting Standards Board (GASB) Implementation Guides
- Actively respond to significant proposals for new governmental accounting rules
- Testified before GASB and participated in some of their research projects



Government Finance Officers Association



- Involved in national and state-level associations including Colorado (CGFOA), Florida (FGFOA), Georgia (GGFOA), Illinois (IGFOA), Michigan (MGFOA), New York (NYSGFOA), and Ohio (OHGFOA)
- Facilitate training sessions at the annual conference



U.S. GOVERNMENT ACCOUNTABILITY OFFICE

- Serve on the Comptroller General's Advisory Council on Standards for Internal Control in the Federal Government



NASACT

National Association of State Auditors, Comptrollers and Treasurers

- Active membership, attend NASC and NASACT conferences
- Facilitated conference training sessions



National Association of State Chief Information Officers (NASCIO)

- Active membership, attend conferences



American Public Works Association (APWA)

- Active membership, attend conferences



American Water Works Association

Dedicated to the World's Most Important Resource®

American Water Works Association (AWWA)

- Active membership, attend conferences

Additional industry involvement:

- Colorado Municipal League (CML)
- International City/County Management Association (ICMA)
- Public Technology Institute (PTI)

Our involvement in Colorado Government Finance Officers Association

Our staff attend and present year-round at Colorado Government Finance Officers Association (CGFOA) events and annual conferences, and stay up-to-date on other CGFOA happenings. Some of our recent CGFOA activities and presentation topics include:



- Accounting Financial Reporting – GASB Accounting Updates
- CGFOA Annual Conference sponsor and presenter
- Optimize Your ERP Software or Replace It?
- Uniform Guidance - Federal ARP and State CVRS
- Internal Control Best Practices for Smaller Organizations
- Personal Financial Planning Considerations – How to Navigate an Uncertain Economy
- Mid-Summer Mini Conference sponsor

Public utility industry association involvement and leadership

We are members of the American Water Works Association (AWWA), the American Public Works Association (APWA), and the Special District Association of Colorado (SDA) and have been involved with CS Week for many years.



We actively participate in associations specifically affecting your operations. As an example, your engagement partner, Alisha Watkins, served as the sole public accounting firm representative to discuss “Navigating the waters through a pandemic” at an AWWA conference, while also serving as a member of one of the AWWA programming committees.

We also serve as universal advisors to many municipal wastewater entities and have done so for many years. In these roles, we function as part of these clients’ executive teams, working with their operators, system managers, engineers, financial advisors, and other professionals on matters such as asset management planning, industry compliance (including PFAS regulations and legislation), capital project planning, financing, rate setting, and more.







For some of these wastewater entities, as well as some water utilities, we have served as part of the core strategy teams that worked through the entire process to incorporate as entirely new or separately created authorities or districts.

These experiences have and continue to provide our team with the industry depth and expertise that enables us to serve you above and beyond compliance. We understand your business and tailor our audit approach and advisory services accordingly.

Deeper insights, delivered year-round

We'll provide frequent updates throughout the year to help you analyze how recent changes in regulations, legislation, economic conditions, and trends could impact the District. We deliver this thought leadership via CPE-approved webinars and publications at **no additional cost**. Our Government Perspectives quarterly e-newsletter provides clients with updates on finance, technology, and operational issues and includes ideas for maximizing limited resources.

A few examples of our thought leadership include:

<p>Broadband for all: Harnessing the collective power of the public sector</p> <p>READ MORE </p>	<p>Employee retention credit refunds subject to lengthy processing time</p> <p>READ MORE </p>	<p>New approaches for managing risk in the public sector</p> <p>READ MORE </p>	<p>GASB accounting standard update: Spring 2023</p> <p>READ MORE </p>
<p>2023 Compliance Supplement and single audit update</p> <p>WATCH NOW </p>	<p>Making better decisions with data in the public sector: A simple guide to modernization</p> <p>READ MORE </p>	<p>GASB 94 & 96: Preparing to implement new guidance for P3s & SBITAs</p> <p>WATCH NOW </p>	<p>Understanding GASB 96, Subscription-Based Information Technology Arrangements</p> <p>READ MORE </p>



[View on-demand our webinar on the Inflation Reduction Act](#)
The Inflation Reduction Act contains some tax credits with incentives that NFPs and governments can take advantage of, including a “direct pay” feature. Viewers can expect to leave with an idea of their focus areas and next steps.

Please visit plantemoran.com/subscribe to sign up for insights.

Our use of technology

Technology is a tool. Our people make it your advantage.

As you evaluate potential firms to partner with, the technology used by those firms is a factor you should consider. After all, technology-powered insights are essential to helping you understand the past, present, and future of your business. But the best insights aren't uncovered by technology alone. It's the experienced professionals who use it — analysts, data scientists, and audit and tax experts — who can deliver the true advantage.



As our client, the Districts will receive both: industry-leading audit and tax technologies, plus the right people to help you understand your business in ways you never could before. We'll make your financial trends more obvious and verify your risk is recognizable and healthy — all in a secure digital environment. Here's how:



Automation

We use advanced audit technologies (incorporating machine learning and intelligent automation) combined with our proprietary audit methodology. Our approach **reduces repetitive processes, identifies anomalies in your data, flags areas for further review, and scans your documents in ways human eyes can't**. Our tax technologies automate preparation, review, processing, delivery, and authorization of tax returns.



Collaboration

Our award-winning Client Collaboration Center is a HIPAA-compliant, full-service portal to **communicate and securely exchange data in a centralized location**. As a repository for project information, it allows us to collaborate with you remotely and provide transparency into engagement progress 24/7.



Security

Our cybersecurity policies and controls protect your data both in transit and at rest. At no point is your data ever unencrypted. **Our most recent third-party audit of our security controls resulted in an unqualified SOC 2 Type 1 report, meaning we do not have any gaps in our security controls**. We request all our audit software vendors provide a SOC 2 report as well. These efforts are in addition to regular security trainings and phishing tests, and the use of AI to detect malicious or unauthorized activities on our network.

Strategic relationships and resources

Our culture of ongoing innovation drives better results for our clients. That's why we've partnered with these leading technology providers to enhance your experience — and your outcomes:

MindBridge	Kira	Microsoft (PowerBI, SQL)	Bloomberg
Safesend	Wolters Kluwer	Caseware IDEA	UiPath
Datasnipper	Alteryx	Tableau	Thomson Reuters

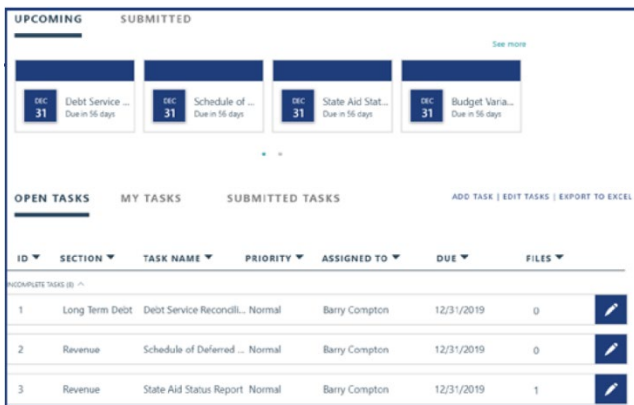
Client Collaboration Center

Contributing to our ability to balance cost and quality are our attention collaboration sites that track project status in real time, among other technologies. For example, we will submit transition- and audit-related requests to you using our Collaboration Center, a digital portal that allows us to communicate and exchange information with you in a centralized and secure location. The Collaboration Center acts as a repository for information and provides a mechanism for sharing data, allowing us to review data remotely before we arrive on site. You will decide who has access to this data and the level of access afforded to each user.

The Collaboration Center also has a built-in app called **EZ Track**, which allows our clients to easily respond to “prepared by client” document requests and track engagement status. With EZ Track, you will be able to:

- Organize tasks based on priority and due date
- Communicate with your Plante Moran audit team
- Securely upload documents
- Access prior-year information
- Delegate tasks to someone else

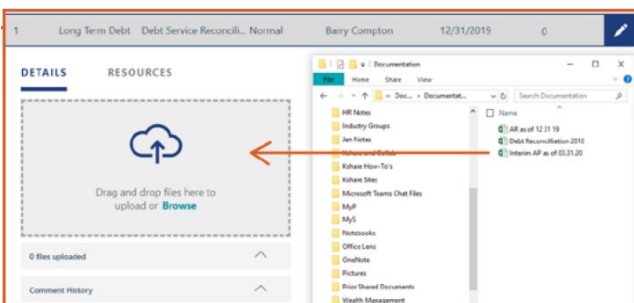
Below are screenshots of what EZ Track looks like within our Collaboration Center site. We’d be more than happy to perform a demo of this tool for you at your convenience, or as part of our oral presentation to the Districts if we are selected as a finalist.



Tasks can be viewed and sorted based on priority level and due date via the EZ Track Dashboard.



The user can drag and drop multiple files at once into the file drop-off area for easy submittal.



Users can add comments to submitted documents and export task lists to Excel.

We’d be happy to perform a demo of EZ Track for you at your convenience or as part of our oral presentation to the Districts.

Other technology tools in action

We've been recognized by **InformationWeek, CIO Magazine, and Microsoft** for our ability to design and deploy cutting-edge technology to empower our staff and serve our clients. However, we also know that further change is just around the corner. With Plante Moran, you'll have peace of mind that we're continually researching how AI, robotic process automation, blockchain, and other emerging technologies will continue to impact our work, and how we can use them to increase efficiency and provide deeper insights for our clients.

Today, we're using the following technology to perform sophisticated, insightful audit and tax engagements.



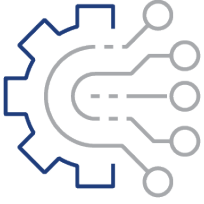
AI-driven insights

- **MindBridge Ai Auditor** – Powered by machine learning, this advanced data analytics tool:
 - ◆ Analyzes data sets by simultaneously applying multiple rules-based, statistical, and AI algorithms to uncover anomalies.
 - ◆ Analyzes and visualizes historical trends to uncover patterns.
 - ◆ Translates your financial data into a fuller picture of what has happened over the periods analyzed.

This functionality results in improved risk identification and visualization, which contributes to a high-quality, tailored audit.

Plante Moran received the **Innovator Award** at the [2021 MindBridge Community Awards](#) for our advanced use of the platform.

- **Kira** – This AI-powered contract review software makes it easy to get a quick picture of contract terms. It does this by using natural language processing to “learn” about a type of contract (lease agreement, debt agreement, software agreement, etc.), and then extract the key information during future reviews of similar contracts. Kira will identify issues in contract reviews earlier in the process, reduce the time needed to complete contract reviews, and increase accuracy.
- **UiPath Robotic Process Automation (RPA)** – We're exploring how UiPath RPA bots can reduce manual or repetitive process steps during our engagements, which provides consistency, reduces the risk of human error, and frees up our time to serve you at a more meaningful, strategic level as your advisor.
- **Tax services + AI** – Our tax teams are adopting AI tools to identify and auto-populate data from client-provided source documents, eliminating manual input. These updates will allow our staff to turn their focus to data analysis, where we can provide the most value.



Increased efficiency

- **Alteryx** – This tool combines data preparation, blending, and analytics (predictive, statistical, and spatial) into one simple, self-service user interface. This tool provides deeper insights in hours, not the weeks typical of traditional approaches.
- **Caseware audit software** – We use Caseware to access supporting documentation during an audit (using the software’s drill-down functionality) and then efficiently organize the data. The ability to synchronize information with our servers allows the team to view and update documents in real-time and work in the most efficient manner. Furthermore, we use Caseware’s IDEA tool for data analysis during our audits. This tool helps our teams identify and select samples for clerical audit testing, identify and report exceptions and unusual items, perform mechanical tests such as footing and recalculating of fields and values, conduct journal entry testing, and perform trend, variance, or other statistical analysis.
- **Enhanced audit methodology** – Rather than subscribe to an audit methodology created by a third party, we’ve designed our own proprietary audit platform that features audit process automation, better risk identification and meaningful responses, faster response time to changing technology and audit standards, an improved user interface for client-facing tools, and best practices for quality and efficiency. Our audit tools are always customized to our clients’ industries, which enables us to continue providing the industry-focused audit methodology we’re known for.

Proposed fee

We understand fair fees are a priority for the District. Our fees are primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be \$58,000, inclusive of reasonable and necessary travel and out-of-pocket costs incurred.

As noted in the cover letter, we place a high focus on audit quality and client service. Our commitment to quality service often means that we are not the lowest cost firm. We recognize the balance between fees and value and are always striving to provide fair and competitive fees to our clients while never compromising the quality of our work or the overall value of our service model. We would be happy to discuss our fees with you in more detail.

Notes:

- Our fees assume books, records, and all supporting schedules will be prepared accurately by your staff and we receive accurate and complete beginning depreciation schedules.
- Our estimates include the preparation of financial statements and footnotes using our Caseware audit software.
- Our estimates do not include any costs associated with assisting management in implementing any new accounting standards, including GASB 96, *Subscription-Based Information Technology Arrangements*
- Our fees do not include the performance of a single audit, should one be required during the years included in this proposal
- You will not be billed for routine calls or consultation.
- Any services provided outside of the scope of this proposal will be discussed and determined before any billing takes place.
- Our fees will be invoiced monthly as the work is performed and are payable within 30 days.

Appendix



Service capabilities

We have developed a comprehensive menu of services for our governmental clients. Our experienced, independent consultants can complement the expertise and skills of your in-house team.



Financial

- Financial statement audit
- Public pension system audit
- Single audit
- Accounting & financial services
- Long-range planning



Enterprise risk

- Enterprise risk management assessments
- Environmental, social, and governance (ESG) consulting
- Internal audit
- Internal control reviews
- Application controls
- Forensic, investigative services, & litigation support



Operations & process

- Needs assessment
- Process redesign
- Operations review
- Rightsizing/cost containment
- Shared services/collaboration



Technology strategy

- IT assessment
- Strategic planning
- Acquisition management
- Contract negotiations
- Project management
- Sourcing
- Cloud strategy



Infrastructure

- Network assessment
- Design & acquisition
- Implementation management
- Video surveillance/door access control
- Enterprise wired/wireless design & selection
- Independent verification & validation



Cybersecurity

- HIPAA/HITECH compliance
- Disaster planning
- SAS70/SSAE16/SOC assessment
- IT audit
- IT risk assessment
- PCI DSS assessment
- Network security assessment



ERP

- Assessment & gap analysis
- Requirements definition
- Solution selection
- Contract negotiations
- Implementation management
- Independent verification & validation



Facilities*

- Facility analysis & rationalization
- Project & financial feasibility
- Owner's representation – design management & construction oversight
- Lease, buy, build, monetize, & sale/leaseback
- Bond strategy, planning, & campaign



Human capital

- Employee benefit strategies
- Personnel assessment
- Early retirement incentive plan, design, & consulting

*These services are provided by affiliates of Plante Moran.

Additional ways we're innovating with technology

Disruptive Technology Resource Center

Disruptive technologies are rapidly maturing and are anticipated to have a profound impact on our clients. These disruptive technologies, along with advanced analytics, form the basis for new operating models, acceleration of insights, and transformed industries. In response to these changes, our management consulting team established the Disruptive Technology Resource Center (DTRC). This virtual team of consulting professionals and research analysts has the following goals:

- Share expertise, research, data, and market intelligence
- Develop thought leadership for our clients
- Use case identification (by industry)
- Proof-of-concept development

Plante Moran Analytics Center of Excellence

We know organizations have access to more data than ever before, and it can be incredibly challenging to convert that data into actionable insights that inform important business decisions. With advanced analytics capabilities and business intelligence experience, Plante Moran's Analytics Center of Excellence can help:

- Build an internal data analytics capability, business case, and roadmap
- Identify analytics opportunities, challenges (including their root causes), and risks around people, process, and technology
- Evaluate the effectiveness of data management processes and analytics capabilities
- Foster a data-driven organizational culture

Vendor Liaison Program

Our management consulting practice has a 30-year history of delivering technology and operations consulting to public sector organizations, including government entities and educational institutions. Clients select our firm to provide them with an accurate, unbiased, and comprehensive understanding of vendor solution capabilities and services.

Our Vendor Liaison Program (VLP) accelerates our organizational awareness of the capabilities that competitively differentiate software vendor offerings. Armed with this knowledge, our team is more prepared to articulate the value proposition of these offerings to our clients. Through the VLP, we develop relationships with vendors that offer services to public sector clients in the following areas:

- Analytics and business intelligence
- Robotic process automation
- Enterprise content management
- Enterprise resource planning
- Other public sector enterprise solutions, such as asset management and cash receipting

Plante Moran in Denver

With more than 520 staff in our Denver office, Plante Moran is one of the largest accounting firm in the state. We're dedicated to the community in which we live and work. **Our professionals are actively involved with the Colorado, Denver Metro, South Metro Denver, and Aurora chambers of commerce, the Downtown Denver Partnership, and other associations**, so we can stay apprised of the issues our clients face in Colorado, and we bring innovative ideas to the table. We serve every industry in the state, including energy, healthcare, manufacturing and distribution, not-for-profits, and technology.

40+

years proudly serving Colorado businesses and organizations

5,200+

clients currently served in Denver and surrounding areas

530+

staff members in our Denver office

54

partners in our Denver office

We actively recruit from **Colorado Mesa University, Metropolitan State University of Denver, Regis University, the University of Colorado Denver, and the University of Denver.**



Dedicated to the community

Giving time, talent, and funding to the community is part of our DNA. Our staff actively support numerous organizations and initiatives in Denver and the state, including:

- ACE Scholarships
- American Heart Association
- **Easterseals Colorado's Rocky Mountain Village Camp**
- Children's Hospital
- Colorado Public Radio
- Court Appointed Special Advocates (CASA)
- Denver Art Museum
- Denver Botanic Gardens
- Denver Center for the Performing Arts
- Denver Museum of Nature & Science
- Denver Zoo
- Dumb Friends League
- Easter Seals Rocky Mountain Village
- Food Bank of the Rockies
- Goodwill Industries of Denver
- Habitat for Humanity of Metro Denver, Inc.
- Make-A-Wish
- Mile High United Way
- Rocky Mountain Public Media
- **Urban Peak**
- Vitalant (formerly Bonfils Blood Center)
- Volunteers for Outdoor Colorado

Not-for-profits in teal above were selected for the firm's PM Cares initiative for the 2022-2023 fiscal year.

Local and national honors we're proud to have earned

- Named among the "100 Best Companies to Work For" by Fortune magazine every year since 1998
- Best Accounting Firm in 2021 on ColoradoBiz magazine's Best of Colorado Business Choice awards
- Selected by the Denver Business Journal as one of their Best Places to Work in Denver for 2023.



**We look forward to working with you.
Please contact us with any questions.**



Alisha Watkins, CPA
Engagement Partner
248-223-3398
alisha.watkins@plantemoran.com

According to our recent client satisfaction survey,

98%

of clients say they

**would recommend
Plante Moran.**

DRAFT

Contract language: Below is our sample engagement letter and professional services agreement, which serve as templates for many of our governmental engagements. We are open to negotiating certain modifications that may be suggested by the District. We are confident that we will be able to reach mutually agreeable terms.

November 6, 2023

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

Dear Eric:

Thank you for selecting Plante & Moran, PLLC (“PM”) to assist you. We are sending this letter and the accompanying Professional Services Agreement, the terms of which are incorporated into this engagement letter, to confirm the nature, limitations, and terms of the services we will provide to North Weld County Water District (“Client” or the “District”).

Scope of Services

We will audit Client’s financial statements as of and for the year ended December 31, 2023.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services.

Alisha Watkins is the engagement partner for the services specified in this letter and is responsible for supervising PM’s services performed as part of this engagement.

If you determine that you need additional services, including accounting, consulting, or tax assistance, PM may be available to provide them under the terms of separate engagement letters and for additional fees.

Timing of Services

We expect to conduct interim procedures by January 2024, with year-end fieldwork for this engagement to occur in April and May, and anticipate that our report will be issued by June 30, 2024.

Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates. We estimate that our fee for this engagement will be approximately \$58,000 inclusive of all reasonable and necessary travel and out-of-pocket costs incurred.

Our fee estimate does not include time associated with assisting management in implementing GASB 96, *Subscription-Based Information Technology Arrangements*. Our fee for any such services, if requested, will be based on the value of the services provided, which is primarily a function of the time that PM staff expend at our current hourly rates.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC

Alisha M. Watkins, CPA
Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between North Weld County Water District and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

North Weld County Water District

Eric Reckentine

District Manager

DRAFT

Professional Services Agreement – Audit Services Addendum to Plante & Moran, PLLC Engagement Letter

The terms of this Professional Services Agreement are incorporated into the accompanying engagement letter, (collectively, the Professional Services Agreement and the accompanying engagement letter are referred to herein as “Agreement”) for audit services dated November 6, 2023 between Plante & Moran, PLLC (referred to herein and in such letter as “PM”) and North Weld County Water District (referred to as “Client”). Any work performed in connection with the engagement before the date of this letter will also be governed by the terms and conditions of this Agreement.

- 1. Financial Statements** – The financial statements of Client being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).

PM has determined, based on representations Client has made to PM, that the applicable independence rules for the services contemplated hereunder are those specified by the American Institute of Public Accountants (AICPA) Code of Professional Conduct. Client represents and warrants that it agrees with that determination.

- 2. Management Responsibilities** – Client management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of Client personnel responsible for Client’s underlying accounting and financial records.

Client personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that PM may request from management for the purpose of the audit.

This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM’s audit. In addition, Client will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. Client will allow PM unrestricted access to personnel within Client from whom PM determines it necessary to obtain audit evidence.

Client represents and warrants that any and all information that it transmits, or otherwise makes available, to PM will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. Client has designated Bernie Frias to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting Client involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management’s responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Management is responsible for providing PM with complete, accurate, and timely information that could bear on PM’s independence under applicable professional standards, including, but not limited to, information and representations regarding affiliates of Client, business or personal relationships between Client and PM, and

business, personal and employment relationships between those in a financial reporting oversight role, including members of governance, and PM (collectively, Independence Information). Client represents and warrants (a) that it has provided PM any and all Independence Information existing as of the date of this Agreement; (b) that such Independence Information is accurate and complete as of the date of this Agreement; (c) that it will notify PM of any changes to Independence Information that has been provided as of the date of this Agreement; and (d) that, after the date of this Agreement, it will provide any new Independence Information to PM as soon as it becomes known to Client.

3. **Objective of an Audit of Financial Statements** – The objective of PM’s audit is the expression of an opinion on the Client’s financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that Client’s internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM’s opinion is to be modified, PM will discuss the reasons with Client management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor’s report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by Client of the supplementary information and the auditor’s report thereon.
5. **Internal Controls** – Client is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to Client’s preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM’s audit will not be designed to provide assurance on the design or operating effectiveness of Client’s internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM’s attention.
6. **Audit Procedures and Limitations** – PM’s audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Client financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM’s audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, Client acknowledges that PM’s audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of Client, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of Client’s governing board, and Client acknowledges and agrees that communication in this manner is sufficient for Client’s purposes.
8. **Communication to Group Auditor** – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. Client permits such communication. PM will discuss matters being communicated with those responsible for governance of Client.
9. **Accounting and Financial Records** – Client agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all Client financial records and related information available to PM for purposes of PM’s audit, whether obtained from within or outside of the general ledger and subsidiary ledgers. Where PM has provided estimates of the timing of its work and completion of PM’s engagement and issuance of PM’s report, those estimates are dependent on Client providing PM with all

such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of Client's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to Client's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

10. Audit Adjustments – PM will recommend adjustments to Client's accounting records that PM believes are appropriate. Client management is responsible for adjusting Client accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Client's financial statements specified in this Agreement.

11. Management Representations – Client is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from Client officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, Client acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this Agreement. In addition, as a condition of its audit engagement, Client agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in Client's financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

12. Use of Report – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. Client may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. Client agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if Client intends to make reference to PM in a publication of any type, Client agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. Client acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this Agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on Client's Internet website, Client understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

13. Securities Offerings – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event Client elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and requests PM's consent to such incorporation or reference, Client understands that additional procedures will need to be performed. In the event PM agrees in writing to perform such additional procedures, the nature and extent of which will be at PM's sole discretion, it is agreed and acknowledged that PM's performance of such additional procedures will be subject to all of the terms and conditions of this Agreement. Additional fees for such work will be determined

based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.

If Client incorporates or makes reference to PM's report in connection with any offering of debt or equity securities without obtaining consent from PM as described above, Client agrees to include the following provision in the offering document:

Plante & Moran, PLLC, our independent auditor, has not performed or been engaged to perform any services in connection with the offering of securities. Nor has Plante & Moran, PLLC performed or been engaged to perform any procedures on the financial statements of Client since the date of the Plante & Moran, PLLC report included herein. Plante & Moran, PLLC also has not performed any procedures relating to this offering document.

14. Tax Return Preparation – This engagement does not include preparation of any tax returns or filings. If Client requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

15. Confidentiality, Ownership, and Retention of Workpapers – During the course of this engagement, PM and PM staff may have access to Client's confidential, proprietary information, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

Both Client and PM acknowledge that upon completion of the audit PM is required to send an electronic copy of Client's financial report, PM's official letter of comments and recommendations, and auditing procedures report directly to the State of Michigan pursuant to Michigan Department of Treasury Regulations. Client authorizes and directs PM to provide such information and disclosure of such information shall not constitute a breach of the provisions of this Agreement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

16. Data Access Management and Consent – PM has operations both in and outside the United States and may, from time to time and at its reasonable discretion, use third-party service providers both in and outside the United States in support of its operations and the services for Client (individually and collectively “Third-Party Provider(s)”). Third-Party Providers may include, for example and without limitation, PM’s international affiliates that support PM’s domestic operations, cloud service providers that support PM’s infrastructure in general, or independent contractors that serve to supplement a particular engagement team’s services for specific engagements. In such circumstances, PM will be solely responsible for the provision of any services by such Third-Party Providers and, where such Third-Party Providers’ services involve the accessing or processing of Client data, PM will require Third-Party Providers to maintain the confidentiality of any such data and not use such data for any purpose unrelated to assisting with PM’s services for Client. In turn, Client, by its duly authorized signature on the accompanying engagement letter, consents to PM disclosing or otherwise allowing access to Client’s data to such Third-Party Providers for such purposes. Client further acknowledges that, from time to time, PM representatives may have occasion to access Client data from outside the United States, for example and without limitation, when such PM representative(s) reside in or travel to another country. In such instances, PM agrees to use data access and storage protocols designed to reasonably safeguard data and Client consents to PM accessing Client data from outside of the United States under such circumstances.

17. Fee Quotes – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees (“Fee Quotes”), these Fee Quotes are based on information provided by Client regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. Client acknowledges that the following circumstances may result in an increase in fees:

- Client’s failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Client’s failure to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by Client causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will use best efforts to advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quotes may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.

18. Payment Terms – PM’s invoices for professional services are due upon receipt unless otherwise specified in the engagement letter. In the event any of PM’s invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM’s sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM’s services or issuance of PM’s report upon resumption of PM’s work, whether imposed by agreement or by law. Client agrees that in the event PM stops work or terminates this Agreement as a result of Client’s failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

19. Fee Adjustments – Any fee adjustments for reasons described in this Agreement will be determined based on the actual time expended by PM staff at PM’s current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM’s invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

20. Conditions of PM Visit to Client Facilities – Client agrees that some or all of PM’s services may be provided remotely. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement. In the event in-person visits to Client’s facility(ies) are requested by Client or otherwise determined by PM to be necessary for the performance of the engaged services,

Client agrees, upon PM's request, to provide to PM Client's policies and procedures that Client has implemented relating to workplace safety and the prevention of the transmission of disease at its facility(ies). In addition, Client affirms that it is in compliance with applicable Centers for Disease Control and Prevention and OSHA guidance pertaining to the prevention of the transmission of disease (collectively, "Applicable Preventative Guidance") and agrees that it shall continue to comply with Applicable Preventative Guidance throughout any in-person visits by PM to Client's facility(ies). Notwithstanding the foregoing, PM reserves the right to suspend or refrain from any in-person visit by PM to Client's facility(ies) or impose further conditions on any such in-person visit if and as PM deems necessary. Client agrees and acknowledges that any determination by PM to visit Client's facility(ies) is not and shall not be construed to be or relied on by Client as a determination by PM of Client's compliance with Applicable Preventative Guidance.

21. **Release for Biological Agent Liability** – Client acknowledges that there is an inherent risk of exposure to infectious diseases associated with any in-person interaction or in-person visit to property. Accordingly, Client, for itself and its successors and assigns, hereby releases PM and each of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved third-party service providers (collectively, "PM Persons") from any and all claims or causes of action that the Client has, or hereafter may or shall have, against any of them in connection with, related to, or arising out of infectious diseases or the transmission thereof associated with a visit by one or more of the PM Persons to any Client facility(ies) or other in-person interaction with Client personnel.
22. **Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
23. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
24. **Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with Client and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and Client acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this Agreement.
25. **Termination of Engagement** – This engagement may be terminated by either party upon written notice. Upon notification of termination of this engagement, PM will cease providing services under the engagement. Client shall compensate PM for all time expended and reimburse PM for all out-of-pocket expenditures incurred by PM through the date of termination of this engagement.
26. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.
27. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
28. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic or other public health emergency or government mandated shut down (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

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29. **Electronic Signatures** – The parties intend that any electronic signature shall be given full legal effect as if it were a handwritten signature.
30. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Colorado.

End of Professional Services Agreement – Audit Services



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bakertilly.com

October 17, 2023

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

Dear Mr. Reckentine:

Thank you for using Baker Tilly US, LLP (Baker Tilly, we, our) as your auditors.

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the North Weld County Water District (Client, you, your).

Service and Related Report

We will audit the financial statements of the North Weld County Water District as of and for the years ended December 31, 2023 (with an option for December 31, 2024 and 2025), and the related notes to the financial statements. Upon completion of our audit, we will provide the North Weld County Water District with our audit report on the financial statements and supplemental information referred to below. If, for any reasons caused by or relating to the affairs or management of the North Weld County Water District, we are unable to complete the audit or are unable to or have not formed an opinion, or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement.

The following supplementary information accompanying the financial statements will also be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditors' report will provide an opinion on it in relation to the financial statements as a whole.

- > Schedule of Revenues and Expenditures - Budget and Actual (Budgetary Basis)

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis, to supplement the North Weld County Water District's financial statements. Such information, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the North Weld County Water District's RSI in accordance with auditing standards generally accepted in the United States of America.

These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- > Management's Discussion and Analysis

Our report does not include reporting on key audit matters.

Our Responsibilities and Limitations

The objective of a financial statement audit is the expression of an opinion on the financial statements. We will be responsible for performing that audit in accordance with auditing standards generally accepted in the United States of America (GAAS). These standards require that we plan and perform our audit to obtain reasonable, rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements. The audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. Our audit does not relieve management and those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the North Weld County Water District and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal controls or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control matters that are required to be communicated under professional standards.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including (i) our responsibility under GAAS, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

The audit will not be planned or conducted in contemplation of reliance of any specific third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be addressed differently by a third party, possibly in connection with a specific transaction.

Management's Responsibilities

Our audit will be conducted on the basis that the Organization's management and, when appropriate, those charged with governance, acknowledge, and understand that they have responsibility:

- > For the preparation and fair presentation of the financial statements and supplementary information in accordance with accounting principles generally accepted in the United States of America;
- > For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements and supplementary information that are free from material misstatement, whether due to fraud or error; and
- > To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements and supplementary information such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit; and
 - Unrestricted access to persons within your organization from whom we determine it necessary to obtain audit evidence.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the supplementary information in accordance with GAAP; (b) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (c) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with GAAP. Management is also responsible for identifying and ensuring that the North Weld County Water District complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management and, when appropriate, those charge with governance written confirmation concerning representations made to us in connection with the audit.

Baker Tilly is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 15B of the Securities Exchange Act of 1934 (the Act). Baker Tilly is not recommending an action to the North Weld County Water District; is not acting as an advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Act to you with respect to the information and material contained in the deliverables issued under this engagement. Any municipal advisory services would only be performed by Baker Tilly Municipal Advisors LLC (BTMA) pursuant to a separate engagement letter between you and BTMA. You should discuss any information and material contained in the deliverables with any and all internal and external advisors and experts that you deem appropriate before acting on this information or material.

Eric Reckentine, General Manager
North Weld County Water District

October 17, 2023
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Nonattest Services

Prior to or as part of our audit engagement, it may be necessary for us to perform certain nonattest services.

Nonattest services that we will be providing are as follows:

- > Proposal of journal entries (if needed)

None of these nonattest services constitute an audit under generally accepted auditing standards.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters that we believe you should be aware of and will meet with you upon request.

Other Documents

If you intend to reproduce or publish the financial statements in an annual report or other information (excluding official statements), and make reference to our firm name in connection therewith, you agree to publish the financial statements in their entirety. In addition, you agree to provide us, for our approval and consent, proofs before printing and final materials before distribution.

If you intend to reproduce or publish the financial statements in an official statement, unless we establish a separate agreement to be involved in the issuance, any official statements issued by the North Weld County Water District must contain a statement that Baker Tilly is not associated with the official statement, which shall read "Baker Tilly US, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Baker Tilly US, LLP, has also not performed any procedures relating to this official statement."

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Eric Reckentine, General Manager
North Weld County Water District

October 17, 2023
Page 5

The documentation for this engagement, including the workpapers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. Baker Tilly does not retain any original client records and we will return such records to you at the completion of the services rendered under this engagement. When such records are returned to you, it is the North Weld County Water District's responsibility to retain and protect its accounting and other business records for future use, including potential review by any government or other regulatory agencies. By your signature below, you acknowledge and agree that, upon the expiration of the documentation retention period, Baker Tilly shall be free to destroy our workpapers related to this engagement. If we are required by law, regulation or professional standards to make certain documentation available to regulators, the North Weld County Water District hereby authorizes us to do so.

Timing and Fees

While we have completed certain client acceptance procedures, we have not yet completed our preacceptance inquiries of BDO USA, LLP. These inquiries are required by auditing standards generally accepted in the United States of America. Accordingly, our final acceptance of this engagement remains subject to your authorizing BDO USA, LLP to respond fully to our inquiries regarding matters that will assist us in determining whether to accept this engagement, and our evaluation of the results of those inquiries. We will inform you promptly in the event we determine we cannot accept this engagement.

Additionally, you agree to authorize BDO USA, LLP to allow a review of their audit documentation and respond to additional inquiries we consider relevant to our planning and performing of this engagement.

Any fees charged by BDO USA, LLP in connection with the preceding paragraphs are your responsibility.

Completion of our work is subject to, among other things, (i) appropriate cooperation from the North Weld County Water District's personnel, including timely preparation of necessary schedules, (ii) timely responses to our inquiries, and (iii) timely communication of all significant accounting and financial reporting matters. When and if for any reason the North Weld County Water District is unable to provide such schedules, information, and assistance, Baker Tilly and you may mutually revise the fee to reflect additional services, if any, required of us to complete the audit. Delays in the issuance of our audit report beyond the date that was originally contemplated may require us to perform additional auditing procedures which will likely result in additional fees.

Certain changes in the North Weld County Water District's business or within its accounting department may result in additional fees not contemplated as part of the original engagement quote provided below. Examples of such changes include but are not limited to: implementation of new general ledger software or a new chart of accounts; the creation of new funds, departments or component units; other significant changes in operations; new financing arrangements or modifications to existing financing arrangements; significant new federal or state funding; government combinations; significant new employment agreements; complex research matters; and significant subsequent events. Any additional fees associated with these business or accounting changes would not be expected to be recurring in nature.

For certain transactions or changes in operations or conditions, financial reporting and/or auditing standards may require us to utilize the services of internal or external valuation specialists. This includes matters such as government combinations, impairment evaluations, and going concern evaluation, among other potential needs for specialists. The time and cost of such services are not included in the fee estimate provided below.

Revisions to the scope of our work will be communicated to you and may be set forth in the form of an "Amendment to Existing Engagement Letter." In addition, if we discover compliance issues that require us to perform additional procedures and/or provide assistance with these matters, fees at our standard hourly rates apply.

Our fees for the December 31, 2023 audit will be \$32,000. If a three year option is selected, the fees are as noted in the table below. Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In addition to professional fees, our invoices will include our standard administrative charge, plus travel and subsistence and other out-of-pocket expenses related to the engagement. A charge of 1.5 percent per month shall be imposed on accounts not paid within thirty (30) days of receipt of our statement for services provided. In accordance with our firm policies, work may be suspended if your account becomes thirty (30) days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notice of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. In the event that collection procedures are required, the North Weld County Water District agrees to be responsible for all expenses of collection including related attorneys' fees.

Year	Fees
2023	\$32,000
2024	30,500
2025	30,000

We may use temporary contract staff to perform certain tasks on your engagement and will bill for that time at the rate that corresponds to Baker Tilly staff providing a similar level of service. Upon request, we will be happy to provide details on training, supervision and billing arrangements we use in connection with these professionals. Additionally, we may from time to time, and depending on the circumstances, use service providers (e.g., to act as a specialist or audit an element of the financial statements) in serving your account. We may share confidential information about you with these contract staff and service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all contract staff and service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the contract staff or third-party service provider. Furthermore, the firm will remain responsible for the work provided by any such contract staff or third-party service providers.

To the extent the Services require Baker Tilly to receive personal data or personal information from Client, Baker Tilly may process, and engage subcontractors to assist with processing, any personal data or personal information, as those terms are defined in applicable privacy laws. Baker Tilly's processing shall be in accordance with the requirements of the applicable privacy laws relevant to the processing in providing Services hereunder, including Services performed to meet the business purposes of the Client, such as Baker Tilly's tax, advisory, and other consulting services. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Baker Tilly or its Clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Baker Tilly is acting as a Service Provider/Data Processor, as those terms are defined respectively under the CCPA/GDPR, in relation to Client personal data and personal information. As a Service Provider/Data Processor processing personal data or personal information on behalf of Client, Baker Tilly shall, unless otherwise permitted by applicable privacy law, (a) follow Client instructions; (b) not sell personal data or personal information collected from the Client or share the personal data or personal information for purposes of targeted advertising; (c) process personal data or personal information solely for purposes related to the Client's engagement and not for Baker Tilly's own commercial purposes; and (d) cooperate with and provide reasonable assistance to Client to ensure compliance with applicable privacy laws. Client is responsible for notifying Baker Tilly of any applicable privacy laws the personal data or personal information provided to Baker Tilly is subject to, and Client represents and warrants it has all necessary authority (including any legally required consent from individuals) to transfer such information and authorize Baker Tilly to process such information in connection with the Services described herein. Baker Tilly is responsible for notifying Client if Baker Tilly becomes aware that it can no longer comply with any applicable privacy law and, upon such notice, shall permit Client to take reasonable and appropriate steps to remediate personal data or personal information processing. Client agrees that Baker Tilly has the right to generate aggregated/de-identified data from the accounting and financial data provided by Client to be used for Baker Tilly business purposes and with the outputs owned by Baker Tilly. For clarity, Baker Tilly will only disclose aggregated/de-identified data in a form that does not identify Client, Client employees, or any other individual or business entity and that is stripped of all persistent identifiers. Client is not responsible for Baker Tilly's use of aggregated/de-identified data.

Baker Tilly has established information security related operational requirements that support the achievement of our information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Baker Tilly's policies and procedures, system design documentation and contracts with customers. Information security policies have been implemented that define our approach to how systems and data are protected. Client is responsible for providing timely written notification to Baker Tilly of any additions, changes or removals of access for Client personnel to Baker Tilly provided systems or applications. If Client becomes aware of any known or suspected information security or privacy related incidents or breaches related to this agreement, Client should timely notify Baker Tilly via email at dataprotectionofficer@bakertilly.com.

Any additional services that may be requested, and we agree to provide, may be the subject of a separate engagement letter.

We may be required to disclose confidential information to federal, state and international regulatory bodies or a court in criminal or other civil litigation. In the event that we receive a request from a third party (including a subpoena, summons or discovery demand in litigation) calling for the production of information, we will promptly notify the North Weld County Water District, unless otherwise prohibited. In the event we are requested by the North Weld County Water District or required by government regulation, subpoena or other legal process to produce our engagement working papers or our personnel as witnesses with respect to services rendered to the North Weld County Water District, so long as we are not a party to the proceeding in which the information is sought, we may seek reimbursement for our professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Eric Reckentine, General Manager
North Weld County Water District

October 17, 2023
Page 8

We may be required to disclose confidential information with respect to complying with certain professional obligations, such as peer review programs. All participants in such peer review programs are bound by the same confidentiality requirements as Baker Tilly and its employees. Baker Tilly will not be required to notify the North Weld County Water District if disclosure of confidential information is necessary for peer review purposes.

Our fees are based on known circumstances at the time of this Engagement Letter. Should circumstances change significantly during the course of this engagement, we will discuss with you the need for any revised audit fees. This can result from changes at the North Weld County Water District, such as the turnover of key accounting staff, the addition of new funds or significant federal or state programs or changes that affect the amount of audit effort from external sources, such as new accounting and auditing standards that become effective that increase the scope of our audit procedures. This Engagement Letter currently includes all auditing and accounting standards and the current single audit guidance in effect as of December 31, 2022.

We would expect to continue to perform our services under the arrangements discussed above from year to year, unless for some reason you or we find that some change is necessary. We will, of course, be happy to provide the North Weld County Water District with any other services you may find necessary or desirable.

Resolution of Disagreements

In the unlikely event that differences concerning services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (AAA) under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation.

If mediation does not settle the dispute or claim, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Baker Tilly office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (FAA) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that no prehearing discovery shall be permitted unless specifically authorized by the arbitrator. The arbitrator will be selected from Judicate West, AAA, Judicial Arbitration & Mediation Services (JAMS), the Center for Public Resources or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within fifteen (15) days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. Any issue concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of these procedures, shall be governed by the FAA and resolved by the arbitrators. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award nonmonetary or equitable relief and will not have the right to award punitive damages or statutory awards. Furthermore, in no event shall the arbitrator have power to make an award that would be inconsistent with the Engagement Letter or any amount that could not be made or imposed by a court deciding the matter in the same jurisdiction. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Discovery shall be permitted in arbitration only to the extent, if any, expressly authorized by the arbitrator(s) upon a showing of substantial need. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. Both parties agree and acknowledge that they are each giving up the right to have any dispute heard in a court of law before a judge and a jury, as well as any appeal. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. The arbitrator(s) shall apply the limitations period that would be applied by a court deciding the matter in the same jurisdiction, including the contractual limitations set forth in this Engagement Letter, and shall have no power to decide the dispute in any manner not consistent with such limitations period. The arbitrator(s) shall be empowered to interpret the applicable statutes of limitations.

Eric Reckentine, General Manager
North Weld County Water District

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Our services shall be evaluated solely on our substantial conformance with the terms expressly set forth herein, including all applicable professional standards. Any claim of nonconformance must be clearly and convincingly shown.

Limitation on Damages and Indemnification

The liability (including attorney's fees and all other costs) of Baker Tilly and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Engagement Letter shall not exceed the fees paid to Baker Tilly for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Baker Tilly relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter even if the other party has been advised of the possibility of such damages.

As Baker Tilly is performing the services solely for your benefit, you will indemnify Baker Tilly, its subsidiaries and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the services, or this Engagement Letter.

Because of the importance of the information that you provide to Baker Tilly with respect to Baker Tilly's ability to perform the services, you hereby release Baker Tilly and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services, that arise from or relate to any information, including representations by management, provided by you, its personnel or agents, that is not complete, accurate or current, whether or not management knew or should have known that such information was not complete, accurate or current.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim or any other statutes of limitations or repose.

Eric Reckentine, General Manager
North Weld County Water District

October 17, 2023
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Other Matters

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

Our dedication to client service is carried out through our employees who are integral in meeting this objective. In recognition of the importance of our employees, it is hereby agreed that the North Weld County Water District will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Baker Tilly for a period of twelve (12) months following the date of the conclusion of this engagement. If the North Weld County Water District violates this nonsolicitation clause, the North Weld County Water District agrees to pay to Baker Tilly a fee equal to the hired person's annual salary at the time of the violation so as to reimburse Baker Tilly for the costs of hiring and training a replacement.

The services performed under this Agreement do not include the provision of legal advice and Baker Tilly makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state or other type of law or regulation.

Baker Tilly US, LLP, trading as Baker Tilly, is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

This Engagement Letter and any applicable online terms and conditions or terms of use ("Online Terms") related to online products or services made available to North Weld County Water District by Baker Tilly ("Online Offering") constitute the entire agreement between the North Weld County Water District and Baker Tilly regarding the services described in this Engagement Letter and supersedes and incorporates all prior or contemporaneous representations, understandings or agreements, and may not be modified or amended except by an agreement in writing signed between the parties hereto. For clarity and avoidance of doubt, the terms of this Engagement Letter govern Baker Tilly's provision of the services described herein, and the Online Terms govern North Weld County Water District's use of the Online Offering. This Engagement Letter's provisions shall not be deemed modified or amended by the conduct of the parties.

The provisions of this Engagement Letter, which expressly or by implication are intended to survive its termination or expiration, will survive and continue to bind both parties, including any successors or assignees. If any provision of this Engagement Letter is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, but if the remainder of this Engagement Letter shall not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected shall be enforced to the extent permitted by law or applicable professional standards.

If because of a change in the North Weld County Water District's status or due to any other reason, any provision in this Engagement Letter would be prohibited by, or would impair our independence under laws, regulations or published interpretations by governmental bodies, commissions or other regulatory agencies, such provision shall, to that extent, be of no further force and effect and this agreement shall consist of the remaining portions.

Eric Reckentine, General Manager
North Weld County Water District

October 17, 2023
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This agreement shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to the provisions relating to conflict of laws.

We appreciate the opportunity to be of service to you.

If there are any questions regarding this Engagement Letter, please contact Aaron Worthman, the engagement partner on this engagement who is responsible for the overall supervision and review of the engagement and determining that the engagement has been completed in accordance with professional standards. Aaron Worthman is available at 512 975 7281, or at aaron.worthman@bakertilly.com.

Sincerely,

BAKER TILLY US, LLP



The services and terms as set forth in this Engagement Letter are agreed to by:

Official's Name

Official's Signature

Title

Date

10. Intergovernmental Agreements (Privileged and Confidential, Separate Cover)

a. Action: Consider Approval of Revised 1st Amendment to 2013 City of Greeley IGA

11. Discussion: Regional Master Plan Update (Privileged and Confidential)

12. 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 Commercial Meter Overuse Surcharge Policy, Regional Master Plan Update, and Revised 1st Amendment to 2013 City of Greeley IGA

CHANGE ORDER NO. 2

PROJECT TITLE: NEWT 3 Pipeline
 CONSULTANT: Ditesco
 PROJECT NUMBER: 22-01-43
 PURCHASE ORDER NO.: N/A
 DESCRIPTION: (See below)

1. Reason for change:

Construction of the NEWT Pipeline Phase 3 project is scheduled to begin fall of 2023 and extend through December of 2024. This Change Order is the continuation of Ditesco's current contract to provide services throughout construction.

2. Description of Change:

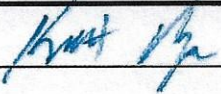
Services provided under this Change Order are generally expected to include construction management, contract administration, inspection, and document management. A detailed description of this work is available as Exhibit A. Also included in this Change Order is the cost to hire subconsultants to perform materials testing and Non-Destructive weld Testing, at no additional markup. Subconsultant fee estimates are available as Exhibit C to this Change Order.

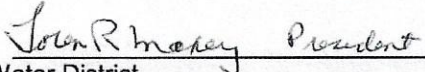
Additional Ditesco Cost = \$1,440,784.00
 Additional Subconsultant Cost = \$222,100.00
 Subconsultant Markup = \$0.00
 Total Additional Cost = \$1,662,884.00


3. Change in Contract Cost: \$1,662,884.00
 4. Change in Contract Time: See Exhibit A

ORIGINAL CONTRACT COST	\$ 205,363
TOTAL APPROVED CHANGE ORDER	\$ 43,300
TOTAL PENDING CHANGE ORDER	\$0.00
TOTAL THIS CHANGE ORDER	\$ 1,662,884
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	810%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	831%
ADJUSTED CONTRACT COST	\$1,911,547.00

(Assuming all change orders approved)

ACCEPTED BY:  DATE: 10-16-23
 Ditesco

APPROVED BY:  President DATE: Oct 17, 2023
 East Larimer County Water District

APPROVED BY:  Eric Reckentine (Oct 19, 2023 10:07 MDT) DATE: Oct 19, 2023
 North Weld County Water District

cc: Project File
 Ditesco

CHANGE ORDER NO.2

PROJECT TITLE: NEWT Pipeline - Phase 3
 CONTRACTOR: Garney Companies, Inc.
 PROJECT NUMBER: N/A
 PURCHASE ORDER NO.: N/A
 DESCRIPTION: (See below)

1. Reason for change:

The NEWT Pipeline - Phase 3 project is being packaged into separate parts to control schedule and procure steel materials early ensuring proper delivery of welded steel pipeline according to the project schedule set to begin fall of 2023. This change order adds pipeline installation, meter vault and various other permanent facility installations, and material procurement to the NEWT Pipeline Phase 3 base contract (Work Package 1). The work covered by this change order shall be referred to as Work Package 2.

2. Description of Change:

This Change Order covers all work associated with Work Package 2 to the contract. A detailed description of this work is available as Exhibit A to this Change Order.


The Guaranteed Maximum Price bid by Garney Companies was developed from the 100%, IFC design drawings produced by the Engineer - Providence Infrastructure Consultants. Garney Company's GMP bid is available as Exhibit B to this Change Order.

3. Change in Contract Cost: \$20,500,499.09

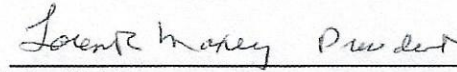
4. Change in Contract Time: See Exhibit A


ORIGINAL CONTRACT COST	\$ 887,407.18
TOTAL APPROVED CHANGE ORDERS	\$ 4,943,135.00
TOTAL PENDING CHANGE ORDERS	\$ -
TOTAL THIS CHANGE ORDER	\$20,500,499.09
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	2310%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	2867%
ADJUSTED CONTRACT COST	\$26,331,041.27

(Assuming all change orders approved)

ACCEPTED BY:  DATE: 9/7/23
 Garney Companies, Inc.

RECOMMENDED BY: _____ DATE: _____
 Ditesco

APPROVED BY:  DATE: 10/17/2023
 East Larimer County Water District

APPROVED BY:  DATE: Oct 19, 2023
Eric Reckentine (Oct 19, 2023 10:07 MDT)
 North Weld County Water District

cc: Owner Project File
 Ditesco Contractor






NEWT3 Construction Management - Signatures Needed

Final Audit Report

2023-10-19

Created:	2023-10-18
By:	Ditesco Services (info@ditescoservices.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAARq7nXMWAAQhpr_0dZe7Dh03sPVQU-b8c

"NEWT3 Construction Management - Signatures Needed" History

-  Document created by Ditesco Services (info@ditescoservices.com)
2023-10-18 - 5:31:37 PM GMT- IP address: 162.142.62.180
-  Document emailed to Eric Reckentine (eric@nwcwd.org) for signature
2023-10-18 - 5:35:23 PM GMT
-  Email viewed by Eric Reckentine (eric@nwcwd.org)
2023-10-19 - 4:05:43 PM GMT- IP address: 188.241.207.51
-  Document e-signed by Eric Reckentine (eric@nwcwd.org)
Signature Date: 2023-10-19 - 4:07:03 PM GMT - Time Source: server- IP address: 208.187.183.218
-  Agreement completed.
2023-10-19 - 4:07:03 PM GMT

CHANGE ORDER NO.2

PROJECT TITLE: NEWT Pipeline - Phase 3
CONTRACTOR: Garney Companies, Inc.
PROJECT NUMBER: N/A
PURCHASE ORDER NO.: N/A
DESCRIPTION: (See below)

1. Reason for change:

The NEWT Pipeline - Phase 3 project is being packaged into separate parts to control schedule and procure steel materials early ensuring proper delivery of welded steel pipeline according to the project schedule set to begin fall of 2023. This change order adds pipeline installation, meter vault and various other permanent facility installations, and material procurement to the NEWT Pipeline Phase 3 base contract (Work Package 1). The work covered by this change order shall be referred to as Work Package 2.

2. Description of Change:

This Change Order covers all work associated with Work Package 2 to the contract. A detailed description of this work is available as Exhibit A to this Change Order.

The Guaranteed Maximum Price bid by Garney Companies was developed from the 100%, IFC design drawings produced by the Engineer - Providence Infrastructure Consultants. Garney Company's GMP bid is available as Exhibit B to this Change Order.

3. Change in Contract Cost: \$20,500,499.09

4. Change in Contract Time: See Exhibit A

Table with 2 columns: Description and Amount. Rows include ORIGINAL CONTRACT COST (\$ 887,407.18), TOTAL APPROVED CHANGE ORDERS (\$ 4,943,135.00), TOTAL PENDING CHANGE ORDERS (\$ -), TOTAL THIS CHANGE ORDER (\$20,500,499.09), TOTAL % OF ORIGINAL CONTRACT, THIS C.O. (2310%), TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S (2867%), and ADJUSTED CONTRACT COST (\$26,331,041.27).

(Assuming all change orders approved)

ACCEPTED BY: [Signature]
Garney Companies, Inc.

DATE: 9/7/23

RECOMMENDED BY: [Signature]
Ditesco

DATE: 10-22-2023

APPROVED BY: [Signature] President
East Larimer County Water District

DATE: 10/17/2023

APPROVED BY: Eric Reckentine
North Weld County Water District

DATE: Oct 19, 2023

cc: Owner Project File
Ditesco Contractor

Evan Singleton
Direct Dial: 303-839-3750
esingleton@spencerfane.com

RULE 408 CONFIDENTIAL SETTLEMENT COMMUNICATION

October 23, 2023

**VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CenturyLink Communications, LLC
ATTN: Nolan Snyder and Andrea Stainback
100 CenturyLink Drive
Monroe, LA 71203

CT Corporation System
7700 East Arapahoe Road, Ste. 220
Centennial, CO 80112

**Re: North Weld County Water District's Demand for Payment of Costs and Damages
Caused by Failure to Locate Fiber-Optic Cable**

To whom it may concern,

Our firm represents the North Weld County Water District ("North Weld"). We are writing on North Weld's behalf to demand compensation for damages and costs caused by CenturyLink Communications, LLC's ("CenturyLink") failure to locate its fiber-optic cable in the vicinity of 1106 North Timberline Road, Fort Collins, CO 80524.

Last winter North Weld was in the process of installing a water pipeline known as the CO-NEWT Pipeline Project Phase 3 ("NEWT III"). North Weld contracted Garney Construction Company, Inc. ("Garney") to install the pipeline. Garney subcontracted BT Construction, Inc. d/b/a BTrenchless to install a portion of NEWT III near the above-referenced address and complete the associated horizontal borings.

Prior to boring in the area of the fiber cable, on January 30, 2023, BTrenchless opened a locate ticket, Ticket No. A303000586, with Colorado 811. CenturyLink's utility locator, USIC Locating Services, LLC, responded to the ticket on February 1, 2023 with Code 023 – Ongoing Ticket and noted they could not find the fiber line, they would come back to finish, and BTrenchless was not clear to dig. On February 3, 2023, CenturyLink's response to Ticket

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October 23, 2023
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A303000586 was updated to Code 001 – Locate Area Marked, indicating BTrenchless was clear to proceed.

After receiving the all-clear and potholing to locate the marked utilities, BTrenchless began horizontal boring. On the morning of March 3, 2023, BTrenchless' supervisor noticed high pressures on the boring machine. Shortly after, a representative of CenturyLink informed BTrenchless that CenturyLink customers were experiencing service outages in the area. The work was halted, and the subsequent investigation determined the auger encountered an unmarked CenturyLink fiber line and approximately 1,000 feet of black plastic conduit was entangled around the cutting head.

As you know, BTrenchless submitted a complaint to the Colorado Division of Oil and Public Safety Underground Damage Prevention Safety Commission (“UDPSC”) asserting CenturyLink failed to comply with Colorado’s requirements regarding underground utility locates and was thus liable for the resulting damages and service outages. After holding a public hearing at which CenturyLink was given the opportunity to testify and present its defense, the UDPSC determined: (1) BTrenchless’ locate request was still valid at the time of the incident; (2) BTrenchless properly interpreted the change in response from Code 023 to Code 001 to indicate they were clear to dig; and (3) CenturyLink was at fault for the incident because it failed to exercise reasonable care and advise BTrenchless of the location, number, and size of CenturyLink’s underground facilities in the excavation area. The UDPSC fined CenturyLink \$1,000.00 in relation to the same. A copy of the UDPSC’s Final Determination is enclosed for reference.

Based on the foregoing and pursuant to C.R.S § 9-1.5-104.5(1)(d), CenturyLink is liable for the costs and damages caused by its failure to use reasonable care in the marking of the subject fiber-optic cable and responses to the locate ticket. CenturyLink’s liability expressly extends to the costs and damages incurred because of delay to the NEWT III project and property damage caused by CenturyLink’s failure to comply with Colorado’s underground utility locate requirements. *See* C.R.S. §§ 9-1.5-104.5(1)(d)(I) and (II).

North Weld incurred at least \$29,296.80 in costs and damages because of CenturyLink’s failure to locate the fiber-optic cable. This is the amount North Weld paid to Garney and BTrenchless for labor, material, and equipment utilized in removing the entangled fiber line and repairing the boring machine. It took approximately two working days to detangle the fiber line and clean and repair the equipment. The associated material, labor, and equipment expenses are documented in the enclosed change order, which has been processed and paid by North Weld.

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Accordingly, we hereby demand payment to North Weld in the amount of \$29,296.80 as compensation for the damages and costs caused by CenturyLink's failure to locate its fiber line. Please respond to this letter no later than Monday, November 6, 2023, with your assurance of payment and to arrange making the same.

Please note that North Weld's recoverable damages and costs likely exceed the amount claimed and the demand made herein is made for purposes of reaching a prompt settlement. In the event CenturyLink denies liability or otherwise contests the demanded amount, nothing in this letter should be construed to waive or release any claims or rights, or categories of costs and damages, allowed by law. Please also note C.R.S. § 9-1.5-104.5(1)(d) entitles injured parties to recoup their reasonable costs and expenses of suit, including reasonable attorney fees, in the event a lawsuit must be filed.

We appreciate your prompt attention to this demand and look forward to receiving your response. Please direct all future correspondence regarding this matter to my attention.

Very truly yours,

SPENCER FANE LLP



Evan Singleton

Enclosures

**FINDINGS AND RESOLUTION APPROVING
NEWT WATER TRANSMISSION PROJECT PHASE 3 1041 PERMIT**

The Petition of Daniel Rice, Leslie Fansworth-Lee and Providence Infrastructure Consultants for a 1041 permit application for an activity of state interest pursuant to Article 10 of the Land Use Code for a 3.4-mile stretch of 42-inch water transmission pipeline line within a 40-foot-wide permanent easement upon the property described on Exhibit "A" attached hereto has been filed with the Board of County Commissioners of the County of Larimer.

The Planning Commission reviewed the proposed 1041 permit on April 19, 2023 and having duly considered the same recommended that it be approved subject to certain conditions, which conditions are contained in the agenda for the April 24, 2023, meeting of the Board of County Commissioners.

On April 24, 2023, via video conference and in the County Board Hearing Room of the Larimer County Administrative Services Building, Fort Collins, Colorado, the Board of County Commissioners of the County of Larimer conducted a public hearing on said request. The Board of County Commissioners having heard the testimony and evidence adduced at said hearing, and having considered and carefully weighed the same, and having received the recommendations of the County Planning Staff, now makes the following findings:

1. The request for a 1041 permit upon the property described on Exhibit "A" was advertised in a local newspaper of general circulation.
2. Notice of this hearing was advertised by posting in the officially designated area of the Larimer County Courthouse Offices and on Larimer.org no less than twenty-four hours in advance of the hearing.
3. Written notice of this hearing has been delivered or mailed, first class, postage prepaid, to adjoining landowners within 500 feet.
4. The general characteristics of the property are as follows:
 - a. Location: The pipeline is proposed from approximately one-half mile east of I-25 to the Larimer/Weld County line within a corridor approximately one-half mile north and on-half mile south of E. Vine Street/E. County Road 48
 - b. Total Development Area: Approximately 16.5 acres – 40-footwide

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- | | | |
|----|-----------------------------|--|
| | | easement for approximately 18,00 linear feet (3.4 miles) of pipeline |
| c. | Existing Land Use: | Primarily agricultural and rural residential |
| d. | Proposed Land Use: | 42-inch water transmission line |
| e. | Existing Zoning: | RR-2 – Rural Residential |
| f. | Adjacent Zoning: | RR-2 – Rural Residential |
| g. | Adjacent Land Uses: | Primarily agricultural and rural Residential |
| h. | Services: | |
| | Access: | Easements on private property with right-of-way crossings at E. Vine Drive/County Road 48, County Road 5, County Road 3, and County Road 1 |
| | Water: | N/A |
| | Sewer: | N/A |
| | Fire Protection: | Poudre Fire Authority |
| i. | No. Trips Generated by Use: | Approximately 60 trips per day during construction, less than 1 trip per day average after construction |

5. The NEWT Pipeline is jointly owned by North Weld County Water District (NWCWD) and the Eastern Larimer County Water District (ELCO).

6. This Phase 3 of the project is a 5.4-mile stretch of 42-inch water transmission pipeline line within a 40-foot-wide permanent easement. The western two miles of the project is located within the City of Fort Collins.

7. In unincorporated Larimer County, the pipeline is proposed from approximately one-half mile east of I-25 to the Larimer/Weld County line within a corridor approximately one-half mile north and one-half mile south of E. Vine Street/E. County Road 48.

8. This Phase 3 of the NEWT Project is proposed to connect the previously constructed Phase 1 (2010) and Phase 2 (2015) pipelines to the districts' water distribution systems and is being review as a 1041 permit under Article 10 of the Larimer County Land Use Code. A 1041 permit is required for new or extended domestic water transmission lines within new permanent easements greater than 30 feet.

9. According to the applicants' project description, the NEWT Pipeline Project (including this third phase) is needed to supply potable water to the service areas of both

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water districts to meet current and future water demands based on local and regional land use planning and subsequent 30-year utility master planning work completed in 2019 and 2020. Further, the line is intended to provide redundancy for the existing pipelines.

10. The completed project will provide the districts with an increase in transmission capacity to convey treated water from the Soldier Canyon Filter Plant (SCFP) to the districts' distribution systems. The completed project will also provide redundancy that will help mitigate risks associated with operating the existing and aging transmission lines. The applicants' project description includes additional details regarding the project's history and purpose.

11. Per Section 10.8.2.G.2 of the Land Use Code, a 1041 permit application may be approved only when the applicant has satisfactorily demonstrated that the proposed project, including all mitigation measures proposed by the applicant, complies with all of the applicable criteria set forth in Article 10. If the proposal does not comply with all the applicable criteria, the permit shall be denied, unless the County Commissioners determine that reasonable conditions can be imposed on the permit which will enable the permit to comply with the criteria.

12. Notice of this application was sent to property owners within 500 feet of the proposed pipeline route. To date, two property owners have contacted the Planning office to ask questions, but no property owners have objected to the request.

13. The applicable review criteria for 1041 Permits have been met as follows:

A. The project will mitigate impacts to property held by others.

The primary potential impacts of the proposed pipeline would be during construction where there will be disruptions to normal traffic flow, noise and dust. The applicants' project description includes descriptions of mitigation measures proposed including traffic control by the construction contractor, compliance with Larimer County's noise ordinance, and dust mitigation measures. Many of the proposed conditions of approval are intended to mitigate impacts associated with construction of the proposed pipeline.

Given that impacts to surrounding properties would be limited to the construction phase, and given the mitigation measures proposed, the Development Services Team concludes that the project will mitigate impacts to property held by others.

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B. The proposed project is consistent with any applicable intergovernmental agreements affecting land use and development.

The portion of the NEWT Phase 3 pipeline that is in unincorporated Larimer County is entirely within the area covered by Larimer County's intergovernmental agreement (IGA) with the Town of Timnath. The intergovernmental agreement calls for a referral to be sent to Timnath for all development applications in the Growth Management Area, but the IGA does not specifically address 1041 applications.

A referral was sent to the Town of Timnath. Town of Timnath staff has acknowledged receiving the application, but as of the date of the writing of this report, no comments have been received.

Given the lack of specific requirements in the IGA for this type of application and the lack of concern from Town of Timnath staff, the Development Services Team finds that the request is consistent with Larimer County's intergovernmental agreement with the Town of Timnath.

C. The applicant has adequately considered reasonable siting and design alternatives, including co-location when requested by Larimer County, or shown why such alternatives are not available or not feasible, and the proposed project is the best alternative available based on consideration of consistency with the Comprehensive Plan, Land Use Code, need, existing technology, cost, and impact on the site and surrounding property.

The applicants' project description (see Attachment C) includes a description of the alignment selection process and the five alignments that were considered.

According to the applicants' project description, the alignment selected best meets the project's primary goals which considered engineering, operation, and maintenance considerations; property right-of-way and access; public and environmental impacts, and overall project cost. One of the primary goals of the evaluation was to select a location that could avoid negative environmental impacts to the maximum extent possible.

Table 4 within the project description cites several Comprehensive Plan Policies that support the pipeline. The Development Services Team finds that the pipeline in general, and the proposed alignment in particular comply with the following Comprehensive Plan policies:

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C1. REGIONAL CONVENER AND FACILITATOR

Larimer County serves as a regional convener, facilitator and collaborator to build relationships and increase intergovernmental cooperation, partnerships, and proactive, long-range planning.

C1.2. Facilitate planning efforts between cities, utility districts/providers, and unincorporated residents to ensure all interests are represented.

I2. UTILITY AND COMMUNICATION SERVICES

Larimer County facilitates the provision of utility and communication services to keep pace with demand and meet the needs of residents.

I2.2. Collaborate with and promote coordination of utility providers to deliver affordable and reliable services, share resources, and increase efficiency.

I2.3. Promote the resiliency and redundancy of critical infrastructure systems to minimize disruptions and failures in lifeline services, such as water and energy delivery and wastewater management.

I3. ADEQUATE PUBLIC FACILITIES AND SERVICES

Larimer County requires the provision of adequate public and/or private facilities and services concurrent with new development.

I3.5. Foster partnerships with appropriate agencies at a local, state, and federal level to ensure that adequate infrastructure is available for development

W&NR1. NATURAL RESOURCES, WILDLIFE HABITAT, AND ECOSYSTEMS Larimer County supports and encourages the conservation, stewardship, and resiliency of our natural resources, wildlife habitat and ecosystems.

W&NR1.3. All new development shall be located to minimize impacts to unique, distinctive, and/or sensitive natural and cultural features.

1.8. Minimize fragmentation and ensure connectivity of native habitats and movement corridors to protect ecosystems and native species when designing and constructing development and infrastructure projects.

The Development Services Team finds that the applicant has adequately considered reasonable siting and design alternatives and the proposed project is the best alternative available based on the avoidance of impacts to the natural

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environment, consistency with the Comprehensive Plan, and lack of concern from the public with the proposed alignment.

D. The proposal is technically and financially feasible. The applicant has the necessary expertise and financial capability to develop and operate the proposed project for its intended design and functional lifespan in a manner consistent with all requirements and conditions.

The applicants represent that the proposed NEWT Phase 3 pipeline is technically and financially feasible. The project description notes that completion of Phases 1 and 2 of the Project demonstrate that the North Weld County Water District (NWCWD) and the Eastern Larimer County Water District (ELCO) have the necessary expertise and financial capability to develop and operate the proposed project for its intended design and functional lifespan in a manner consistent with all requirements and conditions.

The Development Services Team accepts the representation and finds that the request complies with this criterion.

E. The proposed project incorporates and reflects the growth, development, and environmental and mitigation policies in the Larimer County Comprehensive Plan and regulations in Article 4.0, Development Standards to ensure that the development, to the greatest extent possible, has mitigated any impacts to the environment and natural resources, and will not significantly degrade the environment or natural resources, or exacerbate or worsen climate change. The mitigation shall follow a hierarchy to first avoid impacts to resources of highest value, second minimize the impacts that are unavoidable and finally mitigate the impacts that occur. For purposes of this section, the term environment shall include:

- 1. Air quality,**
- 2. Surface water quality and stream and river health,**
- 3. Groundwater quality,**
- 4. The ecological and functional health of wetlands and riparian areas,**
- 5. Terrestrial and aquatic animal life,**
- 6. Terrestrial and aquatic plant life,**
- 7. Soils and geologic conditions, and**
- 8. Visual quality.**

As previously noted, the applicants represent that one of the primary goals in selecting the proposed alignment was to avoid negative environmental impacts to the

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maximum extent possible. The applicants submitted a Wetland Mitigation Report which can be found in the April 24, 2023 Board of County Commissioners' Agenda. The report notes that the pipeline alignment was selected in large part because it will have limited crossings of areas with potential wetlands.

The Project's contract documents will require that all disturbed areas be fully restored to their pre-construction condition. A detailed restoration plan and specifications will be developed, in consultation with ERO and Larimer County, during the project's design phase.

The Planning Division's environmental specialist's comments note no concern with the proposed request and recommends the following condition of approval, "Any disturbed wetlands shall be re-established according to the provided Wetland Mitigation Plan."

The applicants provided a Threatened and Endangered Species Habitat Assessment which is included as Attachment D. The Migratory Bird Treaty Act (MBTA) protects migratory birds, their eggs, and active nests. Figure 2 in the assessment identifies several actual and potential raptor and osprey nests observed during a 2021 site visit within one-third of a mile and one quarter of a mile from the proposed pipeline.

The applicants propose performing construction work outside of the breeding season (undefined in the report) as much as possible, conducting a raptor nest survey in spring 2023 before trees leaf out, and conducting a songbird survey within one week prior to the start of construction.

A proposed condition of approval is that the applicants shall consult with the Colorado Department of Parks and Wildlife prior to commencement of construction and shall follow their recommendations for minimizing disturbance to any species protected by the Migratory Treaty Act.

Given the route selected, the mitigations proposed, and assuming compliance with all conditions of approval, the Development Services Team finds that the proposed project complies with this criterion.

F. The proposed project demonstrates how it mitigates impacts on rivers, streams and wetlands to the greatest extent possible, including following a mitigation hierarchy to first avoid impacts to resources of highest value, second minimize the impacts that are unavoidable and finally mitigate the impacts that occur.

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As noted above and in the Wetland Mitigation Report, the pipeline alignment was selected in large part because it will have limited crossings of areas with potential wetlands and disturbed areas are proposed to be fully restored to their pre-construction condition. The pipeline would cross Dry Creek once on the east end of the project that crossing is in an area with wetlands that would be restored.

Given the route selected and the mitigation proposed, the Development Services Team finds that the project complies with this criterion.

G. The proposed project will not result in unreasonable risk of releases of or exposure to hazardous materials.

The project's buried water pipeline would not produce or expose others to hazardous materials.

H. The proposed project will not have a significant adverse effect on or will adequately mitigate significant adverse effects on any adjacent existing land use and development patterns, such as neighborhoods or rural development, or adjacent natural resources.

The proposed pipeline is not anticipated to have significant adverse effect on any adjacent existing land use and development patterns, such as neighborhoods or rural development, or adjacent natural resources.

Notice of this application was sent to property owners within 500 feet of the proposed pipeline route. To date, two property owners have contacted the Planning office to ask questions, but no property owners have objected to the request.

I. The proposed project will not have significant impact on natural resources of statewide importance, including critical habitat for threatened and endangered species.

The Threatened and Endangered Species Habitat Assessment concludes that no suitable habitat for threatened or endangered species occurs in the project area. The report does not identify any natural resources of statewide importance.

J. The proposed project will not adversely affect any sites and structures listed on the State or National Registers of Historic Places or identified through a Class 1 Cultural Resource Survey, when required.

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The proposed pipeline would not affect any sites or structures listed on the State or National Register of Historic Places.

K. The proposed project will not significantly impact public health and safety.

There is no evidence that the proposed project would significantly impact public health or safety.

L. The proposed project will not be subject to risk of significant damage or harm to human life or structures from natural hazards including floods, wildfire, or geologic hazards.

The pipeline alignment is not within a mapped wildfire hazard area. Although there are potential geological hazards associated with Dry Creek and the Kitchel Canal and a flood hazard area associated with Dry Creek, the project is not considered to be at risk of significant damage from those hazards and the project would not pose a hazard to human life or structures.

M. Adequate public facilities and services, including sufficiency of water supplies and wastewater treatment capacity, are available for the proposed project or will be provided by the applicant.

Along with public roads, drainage facilities, wastewater disposal, and fire protection, domestic water is one of the adequate public facilities identified in the Land Use Code. This project is intended to improve public water infrastructure in the vicinity.

N. The proposed project will not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.

The proposed project would improve the ability to provide public water service to the surrounding area.

O. The proposed project will not significantly degrade any current or foreseeable future sector of the local economy.

The proposed project would not degrade any current or foreseeable future sector of the local economy.

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P. The proposed project will not unduly degrade the quality or quantity of recreational opportunities and experience.

The NEWT Phase 3 pipeline is not anticipated to have any impact on recreational opportunities or experience in the vicinity.

Q. The planning, design, and operation of the proposed project will reflect principles of resource stewardship and conservation, which is characterized by but not limited to: energy efficiency, recycling or reuse, adaptive management, and conservation or mitigation strategies for forest, water, soil, and other applicable natural assets.

The project reflects the principles of resource stewardship and conservation in that the proposed alignment was chosen to avoid natural resources to the maximum extent possible.

R. The proposed project will not interfere with public view of: scenic viewsheds, ridgelines, or vista; riparian tree canopies; or unique land formations, or that the potential interference has been adequately mitigated.

The buried pipeline will include below-grade valves, blow-offs, and metering vaults or manholes that feature concrete slabs with hatches or manhole covers and above-grade vent pipes at the surface. Photos of above-grade infrastructure from Phases 1 and 2 can be found in the April 24, 2023 Board of County Commissioners' Agenda.

There would be no impact to viewsheds, ridgelines, vistas and there are no identified unique land formations along the pipeline corridor.

S. The applicant will mitigate any construction impacts to county roads, bridges, and related facilities caused by the proposed project. Construction access will be re-graded and re-vegetated to minimize environmental impacts.

The Engineering Department provided extensive comments that are included in the April 24, 2023, Board of County Commissioners' Agenda.

The Engineering Department has proposed 31 conditions of approval, many specifically addressing this criterion.

T. The benefits, in terms of physical improvements, enhanced services, or environmental impacts, of the proposed project outweigh the losses of any

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natural resources or reduction of productivity of agricultural lands as a result of the proposed development.

The project should not result in the loss of any natural resources or reduction of productivity of agricultural lands but would enhance public water services in the region.

U. The application demonstrates that the costs to mitigate the proposed project are proportional to the benefits achieved from the mitigation.

Mitigation would be limited to restoring land, including wetlands, to pre-construction conditions. While the application materials do not estimate mitigation costs, they acknowledge that the water districts will bear the costs of mitigation.

V. The recommendations of staff and referral agencies have been addressed to the satisfaction of the County Commissioners.

The Board is satisfied that the recommendations of staff and referral agencies have been addressed.

14. Section 10.10.4. - Additional Review Criteria for Water and Sewer Projects:

A. To the extent practicable, domestic water and wastewater treatment systems shall be consolidated with existing facilities within the area. The determination of whether consolidation is practicable shall include but not be limited to the following considerations:

- 1. Distance to and capacity of nearest domestic water or wastewater treatment system.**
- 2. Technical, legal, managerial, and financial feasibility of connecting to existing domestic water or wastewater treatment system.**
- 3. Scope of the service area for existing domestic water or wastewater treatment system.**
- 4. Projected growth and development in the service area of existing domestic water or wastewater treatment system.**

This proposal is not for a domestic water or wastewater treatment system, therefore this criterion is not applicable.

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B. The project will not result in duplicative services within the County.

The project will enhance the existing water distribution system and will not result in duplicative services within the County.

C. The project will be constructed in areas that will result in the proper utilization of existing treatment plants and the orderly development of domestic water and sewage treatment systems of adjacent communities.

The project would not result in new treatment systems but enhance the existing North Weld County Water District's and Eastern Larimer County Water District's water systems which are supported by existing treatment plants.

D. Any project designed to serve areas within the County is designed to meet community development and population demands in those areas.

The proposed pipeline is within the Timnath Growth Management Area. According to the applicants' project description, the project provides critical capacity and redundancy to the two water districts and is needed to respond to local land planning performed by local planning jurisdictions.

E. The project emphasizes the efficient use of water, including, to the extent permissible under existing law, the recycling, reuse, and conservation of water and will be consistent with any applicable Water Conservation Plan.

The applicants represent that the project will convey water that is currently owned by the districts and is in accordance with the districts' state approved conservation plans.

F. The applicant shall demonstrate sufficient managerial expertise and capacity to operate the facility.

The project description indicates that both water districts have adequate managerial and operational staff to operate this 3rd Phase of the overall project.

G. Major extensions of domestic water and sewage treatment systems shall be permitted in those areas in which the anticipated growth and development that may occur as a result of such extension can be accommodated

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within the financial and environmental capacity of the area to sustain such growth and development.

This project does not include a domestic water or sewage treatment system, therefore this criterion is not applicable.

15. Notice of this application was sent to property owners within 500 feet of the proposed pipeline route. To date, two property owners have contacted the Planning office to ask questions, but no property owners have objected to the request.

16. The comments from referral agencies are summarized below:

- Larimer County Engineering Department, Development Review:

The Larimer County Engineering Department provided extensive comments and proposed 31 conditions of approval which have been incorporated into the Development Services Team recommendation. The conditions address the ditch design and alignment, construction, transportation and access, drainage and erosion control, flood hazards, construction permitting, and post construction requirements.

- Larimer County Engineering Department, Flood:

All work proposed within a regulatory floodplain must obtain a Floodplain Development Permit from Larimer County prior to construction. All work must be adequately documented through the submittals discussed in the review comments and meet applicable floodplain regulations.

The portion of the project within a regulatory floodway must demonstrate that any and all work (e.g. pipelines, water control structures, etc.) will not produce an increase in base flood elevations (BFEs) and not cause adverse impacts to any existing structures via an engineering analysis and no-rise certification which are signed and stamped by a licensed Colorado Professional Engineer.

Pipelines and water control structures proposed as a part of NEWT must undergo review by the Flood Review Board as a Floodplain Project Review (FPR).

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- Larimer County Department of Health and Environment:

The Larimer County Department of Health and Environment provided comments and proposed several conditions of approval which have been incorporated into the Development Services Team recommendation. The conditions address identifying and protecting existing on-site wastewater treatments systems (OWTS) on properties along the construction corridor, requiring repair or replacement of OWTSs damaged during construction, dust mitigation and noise control during construction, and the implementation of a communication plan for receiving and responding to concerns from the public.

- Larimer County Planning:

There are no issues with the request. A proposed condition of approval is, "Any disturbed wetlands shall be re-established according to the provided Wetland Mitigation Plan."

- West Fort Collins Water District:

Comments note that the request does not affect the West Fort Collins Water District.

- Colorado Department of Transportation (CDOT):

CDOT noted that the applicant will need to obtain the necessary utility and access permits for work within state highway right-of-way. Note: The pipeline within unincorporated Larimer County does not cross state right-of-way.

- City of Fort Collins:

The City provided several advisory comments for any portion of the pipeline within their municipal limits. Any portions of the pipeline that are within Fort Collins city limits would not be subject to this application.

- Larimer and Weld Irrigation Company:

The ditch company provided comments noting that it has significant

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concerns with the impact of the pipeline on the operation and maintenance of the Larimer and Weld Canal and the No. 8 Outlet Ditch. The comments note that the ditch company has been in negotiation with ELCO to address the company's concerns, but no agreement has been reached on either the easement use or the crossings. In response, the applicants have indicated that the water districts are currently in discussions with the Larimer and Weld County Irrigation Company on the pipeline's easements having acceptable overlap with the ditch company's prescriptive easement area.

The main component to these coordination efforts is making sure that once the pipeline is constructed, no facilities will hinder the ditch company's ability to access, maintain, and repair the ditch. The applicants have stated they have developed a plan to avoid ditch company impacts.

17. The most significant issue raised by referral agencies during the review of the water transmission line has been the need to avoid impacts to the Larimer and Weld Canal for the approximately one-mile stretch of the pipeline that is proposed to parallel the canal.

18. Once the transmission line is constructed it will be unmanned and should have few long-term impacts to the surrounding area for the full length of the line.

19. The applicants have provided a thorough analysis of alternatives and have addressed the issues associated with the routing and construction of a project. Conditions of approval have been placed on this application to ensure that it will comply with all State and local permitting requirements.

20. The application meets the review criteria for a use of this type. Alternate alignments have been evaluated and public comments were solicited. No objections have been expressed by members of the public.

21. The Board finds that concerns relating to wetlands have been addressed and adequately mitigated. Further, that there are sufficient mitigation measures to address the concerns of the neighbors. Further that this provides important infrastructure for the eastern section of the County.

22. The Board agrees with, adopts, and incorporates the findings of the Development Services Team.

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RESOLUTION

WHEREAS, the Board of County Commissioners has made its findings upon the petition and upon the recommendation of the Larimer County Planning Commission, which findings precede this resolution, and by reference are incorporated herein and made a part hereof; and

WHEREAS, the Board of County Commissioners has carefully considered the petition, evidence and testimony presented to it, and has given the same such weight as it in its discretion deems proper, and is now fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED that the Petition of Daniel Rice, Leslie Fansworth-Lee and Providence Infrastructure Consultants for a 1041 permit application for an activity of state interest pursuant to Article 10 of the Land Use Code for a 3.4-mile stretch of 42-inch water transmission pipeline line within a 40-foot-wide permanent easement upon the property described on Exhibit "A" be and the same hereby is granted upon the following conditions:

1. The Final Plans shall be consistent with the approved preliminary plan and with the information contained in the NEWT Water Transmission Project Phase 3 1041 Permit, File 22-ZONE3370, except as modified by the conditions of approval or agreement of the County and applicant. The applicant shall be subject to all other verbal or written representations and commitments of record for the NEWT Water Transmission Project Phase 3 1041 Permit.

2. Alignment adjustments that would move closer to an existing structure, or that would move into an existing or future road right-of-way corridor (as determined by road functional classification) will be subject to Larimer County Review.

In locations where the conveyance pipelines are located outside of the existing County ROW, it shall do so in a manner to either:

- be located outside of the ultimate ROW width corresponding to the functional classification of the roadway or
- obtain and convert to a Larimer County Road right-of-way easement for any additional pipeline easement widths falling within the ultimate roadway ROW.

3. Final design plans and specifications for alignments within the ROW will need to be prepared for review and approval by the Larimer County Engineering Department. Should it be discovered that the final design, in the County Engineer's opinion, deviates

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significantly from the conceptual alignment to change the nature of impacts of the pipeline within the permit limits, the County reserves the right to require that the design and alignment be modified to address infrastructure and property impacts as deemed necessary by the County Engineering Department.

4. A geotechnical subsurface investigation shall be submitted to Larimer County during the design process for those portions of the alignment to be within County ROW, to determine required trench backfill and compaction specifications, subgrade mitigation, and pavement design for areas disturbed by the pipeline installation.

5. The applicant shall provide Larimer County a pre-project video capturing existing conditions of the proposed water line installation corridor in and near the existing ROW.

6. Unless otherwise approved by Larimer County Engineering, all proposed roadway crossings shall be completed by the specific construction method proposed in the TIS. Any proposed open cut road crossing shall be flow-filled to a depth of 2-feet below the surface of the roadway. Design approval of these crossings shall be per the Code of Ordinances and the Land Use Code.

7. During construction, the applicant shall stabilize and repave all pavement areas disturbed or damaged during pipeline installation in accordance with the Larimer County Urban Area Street Standards for work areas within the Growth Management Area (GMA) or Larimer County Rural Area Road Standards for work areas outside the GMA as directed by the County. It is also expected that if pipeline construction activities involve more than 100 linear feet of disturbance, the applicant shall be responsible for pavement repairs and patching/overlay extending to the full limits (width) of the existing pavement.

8. The applicant shall submit phasing plans, including planned workdays and hours, to be reviewed by Larimer County Engineering Department. Maximum open trench lengths will be defined in consultation with the Larimer County Engineering Department.

9. Material test reports, as per Larimer County Standard, must be submitted to and approved by Larimer County for any work to take place within County right-of-way.

10. A pre-construction inventory of County roads to be used for construction traffic will be created and updated as needed by the applicant during construction, documenting pre-construction conditions and the work conducted by the applicant to return the roads to pre-construction conditions when construction is complete.

11. The applicant shall be responsible for arranging and paying all costs of

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- Utility relocations and irrigation company requirements necessary to accommodate the water pipeline in the road ROW.
- The replacement of existing storm drainage infrastructure, culverts, roadway signage, pavement striping/symbols, landscaping and property fencing necessary to accommodate the water pipeline in the ROW.
- Damage or relocation of private property services as necessary to accommodate the water pipeline corridor if a reasonable alternative is not possible.

12. The applicant shall allow access to Larimer County staff and consultants for inspections and construction observation throughout the Project and for the term of the construction.

13. The applicant shall reimburse Larimer County for reasonable costs associated with County provided construction observation/ inspection staff and/or independent, supplemental geotechnical or materials testing deemed appropriate by the County Engineer for purposes of quality assurance/ control. The applicant shall also reimburse Larimer County for time and expenses incurred with Project coordination, design review, permit review and processing and related Project activities during the duration of Project construction and closeout for the work conducted in unincorporated Larimer County.

14. The applicant shall invite Larimer County staff to attend regularly scheduled coordination meetings during construction - at a frequency to-be-determined - to understand planned construction activities and stay abreast of issues arising from construction impacts to County infrastructure or the public.

15. The applicant shall provide a public information contact with a phone number and email address that the public can contact to ask questions, express concerns or for project updates. Further, the Applicant shall respond to complaints within 24 hours, as well as notify County Planning Department of complaints within 24 hours.

16. In the event that septic systems and/or well components are damaged during construction activities, the applicant will be responsible for immediate repair/replacement and all associated costs to prevent extended disruption of the property owner's normal access to, and use of, such facilities.

17. The applicant shall comply with maximum decibels for construction activities as outlined in the Larimer County Noise Ordinance. Any exceptions to these parameters must be approved by Larimer County. Construction activities shall not occur outside of the hours of 7 am to 7 pm. Exceptions for time-sensitive tasks shall be evaluated by Larimer County on a

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case-by-case basis.

18. The applicant shall submit a noise mitigation plan with the final design plans outlining control methods that will be implemented during construction amongst residences.

19. The applicant shall submit to Larimer County a Traffic Control and Management Plan for review by the County Engineer prior to construction addressing traffic control devices/personnel (warning signs, flaggers, traffic control supervisors, etc.), any specific delay times, adjacent neighboring property owner notifications, and use and placement of message boards. The Traffic Control and Management Plan will include requirements to provide safe and acceptable access for emergency responders, mail and package delivery, garbage pickup, and school bus stops. The Traffic Control and Management Plan will also identify all proposed access points.

20. Whenever it is necessary to cross, close, or obstruct roads, driveways, and walks, whether public or private, the applicant will provide and maintain suitable and safe detours or other temporary expedients for accommodation of public and private travel, emergency vehicles, delivery services, garbage pickup, school bus stops, etc.

21. When construction activity is taking place within or impacting Larimer County ROW in any way, the applicant shall obtain and abide by the standards and conditions of applicable County ROW permit(s), per the Code of Ordinances and the Land Use Code. Construction plans will need to be provided detailing the work to be completed. Additionally, Traffic Control Plans, developed by a certified traffic control company, must be submitted for all work performed within road ROW or that will directly affect the travelling public.

22. Larimer County regulates access to county roads to maintain safe traffic flow, road drainage facilities, and efficient use of the County's roads. Access Permits will be required for any new access from Larimer County ROW regardless of whether they are to be used for temporary construction purposes or are to be permanent.

23. The applicant shall be required to designate planned haul routes. The existing surface condition of all planned haul routes will need to be evaluated prior to construction. If it is determined by the County Engineer that there has been an acceleration in deterioration of the roadway surface during or after construction as a result of construction traffic, equipment, or hauling, the applicant will be required to restore the roadways to their prior condition. This may include the need for regrading and or resurfacing.

24. Heavy equipment traffic will be subject to all weight limit restrictions along adjacent roadways and will obtain oversize/overweight permits.

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25. The applicant shall obtain a storm water discharge and construction dewatering permit from the Colorado Department of Public Health and Environment for construction at drainage crossings and for land disturbances of one acre or more, per Section 8.12 of the Land Use Code. These permits will include the preparation of a Storm Water Management Plan and Best Management Practices to prevent storm water runoff and sediment in disturbed areas from reaching nearby waterways or otherwise leaving the site. Multiple state permits may be required for the different project areas.

26. The applicant shall adhere to Larimer County MS4 regulations for all applicable work within the most up to date Larimer County MS4 boundary.

27. The applicant will be required to comply with County floodplain regulations. The requirements shown in the NEWT Floodplain Memorandum will need to be adhered to.

28. The applicant shall be required to obtain any additional State, Federal, or Local permits necessary for construction. When applicable, the applicant or its contractors will be required to obtain other Larimer County issued permits as well. These could include, but are not limited to, Building Permits, Floodplain Development Permits, and/or Utility Permits.

29. The applicant shall develop and provide Larimer County with accurate as-built horizontal and vertical survey data (state plane coordinates and elevations in NAVD 88) and GIS shapefiles describing the location of the pipeline and all appurtenant structures.

30. The applicant shall provide Larimer County with as-built construction drawings certified by a Colorado registered professional engineer, for all portions of the pipeline located in unincorporated Larimer County.

31. The applicant will be required to provide information that discusses how the proposed pipeline sections located within County right-of-way will be accessed for maintenance and operation.

32. If a relocation of the pipeline should in the future be desirable to accommodate some other or enlarged use of the County Road right-of-way by any party or entity other than the County, and provided that the applicant agrees to such relocation, then all expenses of such relocation shall be paid for entirely by the party or entity desiring such relocation. If the relocation is to be made at the request of the County to accommodate changes in or improvements of public roadways or associated infrastructure, and not for purposes of accommodating any third party, then the applicant shall provide for pipeline relocations at

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their own cost on a reasonable schedule established by the County Engineering Department. This condition is only applicable for instances where the pipeline is being proposed within the County's ultimate right-of-way.

33. Any disturbed wetlands shall be re-established according to the provided Wetland Mitigation Plan.

34. On-site wastewater treatment systems (OWTS) and other private, on-site services for residences along the Phase 3 corridor shall be identified as part of the final design plans and in the field prior to construction. Should private services or infrastructure be damaged during construction activities, the water districts and/or their contractor shall be responsible for the provision of temporary services and immediate repair/replacement with all associated costs in order to prevent extended disruption of the property owner's quality of life. If temporary services cannot be provided to mitigate the disruption/disturbance, property owners shall be provided temporary placement in alternative accommodations until repairs/replacements can be completed.

35. Documentation demonstrating application for compliance with the Air Pollution Control Division (APCD) land clearing Air Pollutant Emission Notice (APEN) and the permitting process shall be provided prior to commencement of construction of the pipeline. This would include the appropriate APCD applications, any required emission analysis/modeling, and the Fugitive Dust Control Plan for dust mitigation during construction. In addition to the controls required by Colorado air quality regulations and permits issued by APCD, off-site transport of dust shall not occur from construction activities conducted on or adjacent to properties with residential uses. A water truck shall be on-site during operating hours and accessible on Sundays to regularly apply water to soils/stockpiles and control dust under hot, dry and windy conditions as needed.

36. The applicant shall design and implement a communication plan for receiving and responding to concerns from the public during the construction and reclamation phases of the project.

37. The applicants shall consult with the Colorado Department of Parks and Wildlife prior to commencement of construction and shall follow their recommendations for minimizing disturbance to any species protected by the Migratory Bird Treaty Act.

38. Building permits must be obtained or substantial progress must commence within three years after permit approval unless otherwise approved by the County Commissioners, or the approval shall lapse. The three-year period shall commence upon the completion of all required additional permitting by other agencies or when a final decision is rendered for any appeals or litigation.

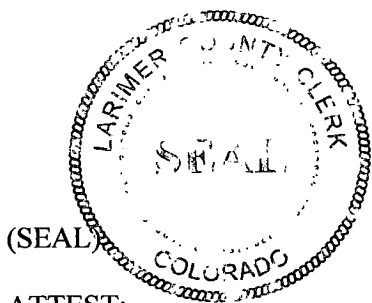
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39. Following the three-year period, the terms of the original approval shall continue to apply, and the applicant must continue to abide by the terms of all approvals, permits, and conditions that were part of the original approval. An applicant may request the County Commissioners for a one-time, three-year extension of the 1041 permit. An extension request shall be made in writing prior to the expiration date of the original permit. The County Commissioners may impose additional conditions at the time of renewal if necessary to ensure that the project will comply with this LUC and the original permit.

40. Approval of a permit shall lapse after the applicable term unless: A. Development permits are obtained for commencement of construction, if such permits are required; and remain in effect, or B. Activities described in the permit have substantially commenced.

Commissioners Kefalas, Stephens and Shadduck-McNally voted in favor of the Findings and Resolution, and the same were duly adopted.

DATED this 10th day of October, 2023.



ATTEST:

Tessa Beatty
Deputy Clerk

BOARD OF COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: Jed Shadduck-McNally
Chair

DATE: June 1, 2023
APPROVED AS TO FORM:
Travis McNally
SENIOR ASSISTANT COUNTY ATTORNEY

23

Exhibit A

The following paragraph provides a description of the NEWT 3 Pipeline alignment in lieu of a legal description.

The western 2 miles of the Project is located within the City of Fort Collins. Starting at a point approximately 2,700 feet east of Interstate 25 and 1,600 feet north of the East Vine Drive, the Project enters unincorporated Larimer County. Once in Larimer County, the Project parallels the north and east sides of the Larimer and Weld Canal for approximately 1 mile with a crossing of Boxelder Creek and a crossing of East Vine Drive. The Project's crossing of East Vine Drive is at a location approximately 1,100 feet west of Larimer County Road 5. After crossing East Vine Drive, the Project continues generally south for ½ mile before turning east. From this turn point, the Project traverses east for approximately 600 feet with a crossing of Larimer County Road No. 5 at a location approximately ½ mile south of East Vine Drive. Once east of Larimer County Road No. 5, the Project continues east for approximately 2 miles to the Project's terminus at County Line Road. Along the eastern 2 miles of the Project, the pipeline will cross Larimer County Road No. 3 approximately ½ mile north of State Highway 14 at Larimer County Road No. 3's intersection with Ridgeview Lane (private).