

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, July 17, 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 July 17, 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 June 12, 2023, Meetings**
 - b. Unaudited Financials for June 2023**
 - c. Invoices through July 17, 2023**
 - d. Conflict Waiver – HROP Law Firm - Johnson**
 - e. Easement and Access Agreements**
 - i. Jacobs – NEWT III (ratify)**
 - ii. Greeley and NWCWD Interconnect- Sefer Access License**
 - iii. BNSF License Agreement NEWT III**
 - iv. Possession and Use Agreements, DyeCrest Dairy - NEWT III**
 - v. Meter Relocation Easements, Leffler and Francis**
- 6. Action: Consider Approval of the NWCWD 2022 Financial Audit Conducted by BDO (enclosure)**
- 7. Action: Consider Approval Garney Construction NEWT III GMP and Contract Amendment (enclosure)**
- 8. Action: Consider Approval SCWTA Creation Agreement 2nd Amendment (enclosure)**
- 9. Action: Consider Approval of Variance Request for WinDance aka Severance South Subdivision (enclosure)**

10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Variance Request for WinDance aka Severance South Subdivision

11. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. CORA Request from Town of Severance**
- c. Larimer County Flood Plain Permit Approved NEWT III Pipeline Project**
- d. CCR Final Sent to CDPHE, No Violations**
- e. Northern Colorado Water Alliance**
- f. CDL – Employee Payback for Early Termination**
- g. Update Second Treatment Plant and Participating Wholesale Customers**

12. Other Business

ADJOURN_____ P.M.

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

Held: Monday, the 12th day of June, 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
Scott Cockroft, Secretary
Nels Nelson, Treasurer
Matthew Pettinger, Assistant Secretary
Anne Hennen, Assistant Secretary

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Richard Raines and Jan Sitterson, Water Resources; Loren Eldridge-Looker and Jade Gernant, Tri-Hydro Corporation; Mary Gross and Barbara Shaw, Wildwing Development; John Johnson, Johnson Dairy; Stephen Gagliari and Dave Bruen, Town of Severance; and Wade Potdberg; Longs Peak Dairy and other 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.

Election of Officers

The Board engaged in general discussion regarding the Election of Officers. Following discussion, upon a motion duly made and seconded, the Board elected Director Stout as President, Director Nelson as Treasurer, Director Cockroft as Secretary, Director Pettinger as Assistant Secretary and Director Hennen as Assistant Secretary.

Approval of Agenda

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

PUBLIC COMMENT

Ms. Shaw addressed the Board regarding the non-potable water service to Wildwing Development and requested clarification for why the service fluctuates. Mr. Reckentine responded stating the service starts with the ditch begins to flow and noted that overuse surcharges are likely to be adopted.

Mr. Bean addressed the Board regarding an update on the WSSC change case. Mr. Reckentine responded stating the trial is scheduled for 2025 if the issues are not resolved.

Mr. Johnson addressed the Board regarding the impact on his dairy by the policies adopted by the Board within the last 18 months.

Mr. Bruen addressed the Board regarding the status of the District's model and verification. Mr. Reckentine responded that the verification of the model is expected to be completed within the next week and then the master planning can begin and is expected to be completed in the fourth quarter.

CONSENT AGENDA MATTERS

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

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

- a. Minutes from April 8, 2023 and May 16, 2023 Meetings
- b. Unaudited Financials for April and May 2023
- c. Invoices through June 12, 2023
- d. Scope of Services
 - i. Tri-Hydro Corporation Scope of Services 36-inch Pipeline Lowering Timnath
 - ii. Tri-Hydro Corporation County Road 84 2-inch Replacement Project
 - iii. Tri-Hydro Corporation Scope of Services Regulatory Compliance

- iv. Stantec Scope of Service Easement Acquisition Knox Pit
- v. GIS Server Update – Connecting Point
- vi. Providence Infrastructure 1st Amendment NEWT 3 Professional Services
- vii. Ditesco Bellvue Pipeline Interconnect
- e. BPCCC Cross Connection Variance Requests
 - i. Containment to Isolation Variances (31 Premises)
- f. Letter Agreement Town of Windsor Transfer of Four Taps
- g. Eaton Pipeline Phase 2 Change Order 1 Connell, Extended Warranty and Additional Pressure Testing
- h. Easement and Access Agreements
 - i. City of Thornton Farm 64 – Zone 1 Pipeline Project
 - ii. Houston – NEWT III
 - iii. Citizen – NEWT III
 - iv. Western Heritage – NEWT III
 - v. Basiliere Easement – Woods Lake Waterline Relocation Project
 - vi. Bayshore Access Agreement – Longs Peak Recharge Site
- i. Grazing Lease Coalson

North Weld County Water District 2023 Raw Water Operation Plan and Drought Determination

Mr. Reckentine presented the 2023 Raw Water Operation Plan and Drought Determination and reported on the status of the Districts water supply portfolio and the dangers a drought could post on the District water supply and reserves, and if Northern Water reduces the allocation to 50% for a duration of greater than a year. It was further noted that the completion of the WSSC change cases by 2026 should help to address the Districts dependence on the CSU lease agreement.

Water and Plant Investment Reallocation – Longs Peak Dairy

Mr. Potdburg addressed the Board regarding the request to reallocate water shares plant investments from one tap to another in order to equalize water usage and not to have to pay a surcharge. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the water and plant investment reallocation for 1 Water Allocation and 2 PI's. The remainder of the request would be addressed following hydraulic model verification and master planning effort.

Consider Acceptance of Resolution of Necessity for NEWT III Alignment

Mr. White presented the Resolution of Necessity for NEWT III Alignment to the Board. Mr. Reckentine discussed the need to utilize eminent domain to obtain easements for the pipeline. It is noted that negotiations with property owners are ongoing, but the District may need to utilize eminent domain. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the resolution.

**DISTRICT MANAGER’S
REPORT**

Tap Sales

Mr. Reckentine reported that 70 taps have been sold to date and that there are 60 more expected to be sold by the end of the year.

NWCWD Letter to Town of Ault, Town Not to Dedicate WSSC Share

Mr. Reckentine reported that the Town of Ault decided not to dedicate its WSSC share. If the Town of Ault’s position changes in the future, it will be subject to a new dedication agreement.

Letter to Wild Wing Development and Town of Timnath Non-Potable Operations

Mr. Reckentine reported that a letter sent to Wildwing regarding operations of the non-potable water system and accounting for the same.

Larimer County 1041 Planning Commission and County Commissioners Hearings NEWT III Project

Mr. Reckentine reported that Larimer County approved the NEWT III 1041 permit.

City of Fort Collins 1041 Regulation Update

Mr. Reckentine reported that Ft. Collins approved 1041 regulations for the City.

NWCWD and City of Greeley Harmony Interconnect Construction May 8, 2023

Mr. Reckentine reported that the interconnect project is underway.

Stantec Analysis SCFP Expansion to 67 MGD

Mr. Reckentine reported that Stantec is analyzing expansion of the plant from 60 to 67 MGD.

OTHER BUSINESS

Mr. Reckentine reported to the Board regarding the status of the GMP negotiations with plans at 90% and that negotiations are ongoing and requested the Board meeting be moved to July 17 to allow more time.

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
June 30, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	4,442,563.00
1015 - COLO TRUST - GENERAL		10,759,864.92
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,226,944.73
1020 - COLO TRUST - 2022 BOND		39,266,669.49
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,888,383.44
1105 - AR CONSTRUCTION METERS		61,891.18
1116 - ACCOUNTS RECEIVABLE		19,146.15
1230 - PREPAID INSURANCE		38,753.46
1300 - INVENTORY		2,014,780.36

Total Current Assets 60,984,759.98

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 \$ 244,143,415.30

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	375,983.77
2216 - CONST MTR DEPOSITS		126,324.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet

June 30, 2023

2230 - ACCRUED WAGES	118,253.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
	<u> </u>	
Total Current Liabilities		888,237.33
Long-Term Liabilities		
2220 - CURT PRT/ LONGTERM DEBT	5,000.00	
2221 - 2012 BONDS PAYABLE	3,090,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,450,000.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
	<u> </u>	
Total Long-Term Liabilities		<u>23,561,239.00</u>
Total Liabilities		24,449,476.33
Capital		
2800 - RETAINED EARNINGS	228,137,022.20	
Net Income	(8,443,083.23)	
	<u> </u>	
Total Capital		<u>219,693,938.97</u>
Total Liabilities & Capital	\$	<u><u>244,143,415.30</u></u>

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 1,035,392.94	\$ 5,479,148.39	\$ 12,215,468.00	6,736,319.61	44.85
3111 - WATER ALLOC SURCHARGE	471,984.00	2,395,068.00	3,490,134.00	1,095,066.00	68.62
3112 - PLANT INVEST SURCHARGE	312,974.30	1,323,858.30	2,268,587.00	944,728.70	58.36
3113 - ADJUSTMENTS	(21,521.67)	(27,200.56)	0.00	27,200.56	0.00
3140 - CONST METER USAGE	22,858.57	94,906.71	209,100.00	114,193.29	45.39
3141 - CONSTR METER RENTAL	1,440.00	7,490.00	5,610.00	(1,880.00)	133.51
3142 - CONSTRUCT METER REPAIR	0.00	10,491.05	560.00	(9,931.05)	1,873.40
OPERATING	1,823,128.14	9,283,761.89	18,189,459.00	8,905,697.11	51.04
3210 INTEREST-COTRUST-GENERAL	212,071.94	1,240,147.62	130,384.00	(1,109,763.62)	951.15
3220 - PORT PARTONAGE AGFINITY	0.00	654.93	828.00	173.07	79.10
NON OPERATING	212,071.94	1,240,802.55	131,212.00	(1,109,590.55)	945.65
3310 - TAP (PI) FEES	648,000.00	1,535,250.00	3,000,000.00	1,464,750.00	51.18
3311 - DISTANCE FEES	67,200.00	175,050.00	176,653.00	1,603.00	99.09
3312 - WATER (ALLOCATION) FEE	0.00	78,000.00	300,000.00	222,000.00	26.00
3314 - INSTALLATION FEES	67,200.00	170,900.00	331,224.00	160,324.00	51.60
3315 - METER RELOCATION FEE	0.00	4,400.00	1,656.00	(2,744.00)	265.70
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	5,000.00	49,684.00	44,684.00	10.06
3321 - NON-POTABLE INSTALL	0.00	5,200.00	22,082.00	16,882.00	23.55
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	782,400.00	1,973,800.00	4,174,964.00	2,201,164.00	47.28
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	39,243.04	0.00	(39,243.04)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	775.00	3,175.00	5,520.00	2,345.00	57.52
3530 - RISE TOWER RENT	300.00	1,800.00	8,060.00	6,260.00	22.33
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
MISCELLANEOUS	1,075.00	44,218.04	35,662.00	(8,556.04)	123.99
3600 - FARM INCOME	0.00	0.00	(9,385.00)	(9,385.00)	0.00
3610 - MINERAL/OIL/GAS RIGHTS	(196.29)	(131,919.00)	(64,946.00)	66,973.00	203.12
3640 - EQUIPMENT/VEHICLE SALE	0.00	0.00	(552.00)	(552.00)	0.00
FARM INCOME	196.29	131,919.00	74,883.00	(57,036.00)	176.17
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 SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
TOTAL REVENUES	<u>2,818,871.37</u>	<u>12,690,399.98</u>	<u>22,624,387.00</u>	<u>9,933,987.02</u>	56.09
OPERATING EXPENSE					
4110 - POTABLE WATER	313.20	1,558,336.69	3,224,486.36	1,666,149.67	48.33
4120 - RENTAL WATER	0.00	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	0.00	0.00	91,239.03	91,239.03	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	116,666.75	608,096.71	463,615.14	(144,481.57)	131.16
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	0.00	5,755.00	14,000.00	8,245.00	41.11
WATER	<u>(116,979.95)</u>	<u>(2,160,813.40)</u>	<u>(3,864,011.34)</u>	<u>(1,703,197.94)</u>	55.92
4210 - SALARIES, FIELD	164,967.29	705,512.05	1,527,998.00	822,485.95	46.17
4220 - SALARIES, ENGINEERING	15,097.83	66,836.21	189,998.66	123,162.45	35.18
4240 - INSURANCE HEALTH	11,685.80	89,795.38	193,471.00	103,675.62	46.41
4250 - RETIREMENT	10,354.12	44,644.42	84,313.00	39,668.58	52.95
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	0.00	7,791.52	6,500.00	(1,291.52)	119.87
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>(202,105.04)</u>	<u>(914,579.58)</u>	<u>(2,014,952.66)</u>	<u>(1,100,373.08)</u>	45.39
4410 - FIELD	516.71	20,966.60	0.00	(20,966.60)	0.00
4411 - LOCATES	0.00	5,932.71	15,501.00	9,568.29	38.27
4412 - FARM PROPERTIES	0.00	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	0.00	3,090.64	5,698.00	2,607.36	54.24
4414 - CONSTRUCTION METER	0.00	10,970.31	0.00	(10,970.31)	0.00
4415 - WATER LINES (REPAIRS)	7,989.74	164,643.32	50,000.00	(114,643.32)	329.29
4416 - APPURTENANCE(REPAIR)	0.00	27,196.40	0.00	(27,196.40)	0.00
4417 - METER SETTING	0.00	40,375.91	600,000.00	559,624.09	6.73
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	350.00	46,878.99	0.00	(46,878.99)	0.00
4420 - STORAGE TANKS (O & M)	1,376.68	12,749.12	0.00	(12,749.12)	0.00
4430 - PUMP STATIONS (O & M)	255.85	25,467.24	0.00	(25,467.24)	0.00
4435 - CHLORINE STATION	0.00	365.37	0.00	(365.37)	0.00
4440 - EQUIPMENT	724.36	20,789.30	205,000.00	184,210.70	10.14
4445 - SCADA EQUIPMENT	0.00	289.50	0.00	(289.50)	0.00
4450 - SHOP/YARD	4,452.08	57,924.75	0.00	(57,924.75)	0.00
4460 - VEHICLES	3,196.26	91,129.25	102,000.00	10,870.75	89.34
4470 - SAFETY	1,052.56	8,038.13	0.00	(8,038.13)	0.00
4480 - CONTROL VAULTS	10.00	1,305.15	29,226.00	27,920.85	4.47
4490 - MAPPING EXPENSE	4,188.50	26,268.75	39,968.00	13,699.25	65.72
OPERATION & MAINTENANCE	<u>(24,112.74)</u>	<u>(597,388.70)</u>	<u>(1,055,153.00)</u>	<u>(457,764.30)</u>	56.62
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4600 - ELECTRICITY	15,421.48	97,162.09	181,100.00	83,937.91	53.65
4640 - METER VAULTS	0.00	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(15,421.48)	(106,171.84)	(181,100.00)	(74,928.16)	58.63
4700 - COMMUNICATIONS	100.26	601.63	0.00	(601.63)	0.00
COMMUNICATIONS	(100.26)	(601.63)	0.00	601.63	0.00
4810 - GENERAL	2,943.51	17,661.06	0.00	(17,661.06)	0.00
4820 - AUTO	968.45	7,521.70	0.00	(7,521.70)	0.00
4830 - WORKER'S COMP	2,546.96	19,846.76	0.00	(19,846.76)	0.00
INSURANCE	(6,458.92)	(45,029.52)	0.00	45,029.52	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	365,178.39	3,824,584.67	7,165,217.00	3,340,632.33	53.38
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	63,091.88	267,789.99	932,658.00	664,868.01	28.71
SALARIES	63,091.88	267,789.99	932,658.00	664,868.01	28.71
5210 - FICA	18,627.46	81,355.29	130,000.00	48,644.71	62.58
5220 - UNEMPLOYMENT	1,157.47	2,291.82	4,968.00	2,676.18	46.13
PAYROLL TAXES	19,784.93	83,647.11	134,968.00	51,320.89	61.98
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,358.39	22,777.45	0.00	(22,777.45)	0.00
HEALTH INSURANCE	4,358.39	22,777.45	60,000.00	37,222.55	37.96
5400 - OFFICE UTILITIES	0.00	1,343.34	0.00	(1,343.34)	0.00
5401 - ELECTRICITY	776.76	4,037.28	10,000.00	5,962.72	40.37
5402 - PROPANE	0.00	8,142.13	7,000.00	(1,142.13)	116.32
5403 - TELEPHONE	2,023.06	12,109.03	23,000.00	10,890.97	52.65
5404 - CELL PHONE SERVICE	0.00	8,319.37	20,000.00	11,680.63	41.60
5405 - CELL PHONE ACCESSORIES	9.77	9.77	500.00	490.23	1.95
5406 - OFFICE CLEANING SERVICE	1,360.00	8,500.00	20,000.00	11,500.00	42.50
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	0.00	8,125.00	0.00	(8,125.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	170.31	1,490.02	0.00	(1,490.02)	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	5,613.00	33,933.56	66,245.00	32,311.44	51.22
5443 - SOFTWARE	0.00	71.00	7,000.00	6,929.00	1.01

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5444 - LICENSES (ANNUAL)	0.00	27,572.45	30,000.00	2,427.55	91.91
5445 - SENSUS METER SUPPORT	2,438.00	2,438.00	3,000.00	562.00	81.27
OFFICE UTILITIES	12,390.90	116,226.40	191,105.00	74,878.60	60.82
5510 - OFFICE EXPENSES	15,114.06	92,101.89	175,107.00	83,005.11	52.60
5520 - POSTAGE	0.00	649.74	3,312.00	2,662.26	19.62
5530 - BANK / CREDIT CARD FEES	4,083.99	21,433.59	5,520.00	(15,913.59)	388.29
5540 - BUILDING MAINTENANCE	150.00	41,806.52	1,104.00	(40,702.52)	3,786.82
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	0.00	50.00	3,312.00	3,262.00	1.51
5590 - TRAINING	0.00	100.00	8,833.00	8,733.00	1.13
OFFICE EXPENSE	19,348.05	156,141.74	199,948.00	43,806.26	78.09
5610 - LEGAL	74,067.77	432,047.04	357,000.00	(75,047.04)	121.02
5620 - ACCOUNTING	0.00	27,975.00	50,000.00	22,025.00	55.95
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	7,340.00	19,850.00	204,000.00	184,150.00	9.73
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5670 - APPRAISALS	4,000.00	4,000.00	0.00	(4,000.00)	0.00
5680 - LAND ACQUISITION	11,847.47	60,929.79	0.00	(60,929.79)	0.00
PROFESSIONAL FEES	97,255.24	583,456.96	620,822.00	37,365.04	93.98
5900 - MISCELLANEOUS	0.00	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	17,382.97	0.00	(17,382.97)	0.00
MISCELLANEOUS	0.00	16,976.03	7,729.00	(9,247.03)	219.64
TOTAL ADMINISTRATIVE EXPENSE	216,229.39	1,247,015.68	2,147,230.00	900,214.32	58.08
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	573,150.48	1,600,000.00	1,026,849.52	35.82
STORAGE TANKS	0.00	573,150.48	1,600,000.00	1,026,849.52	35.82
6300 - PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
PUMP STATIONS	0.00	117,117.57	0.00	(117,117.57)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
EQUIPMENT	0.00	144,549.44	167,700.00	23,150.56	86.20

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
INCOME STATEMENT
DETAIL
FOR THE SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6505 - ENGINEERING	98,908.48	750,198.48	300,000.00	(450,198.48)	250.07
6510 - WATER LINES	0.00	5,499,828.45	15,200,000.00	9,700,171.55	36.18
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
SYSTEM	98,908.48	6,263,527.93	16,090,000.00	9,826,472.07	38.93
6610 - WATER RESOURCE MANAGER	0.00	124,492.47	0.00	(124,492.47)	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)	8,653.75	31,656.62	310,000.00	278,343.38	10.21
6640 - STORAGE	4,747.70	84,268.86	0.00	(84,268.86)	0.00
WATER RIGHTS	13,401.45	7,230,417.95	9,710,000.00	2,479,582.05	74.46
6710 - EASEMENTS	15,870.00	315,093.90	165,000.00	(150,093.90)	190.97
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	4,587.50	15,855.50	5,000.00	(10,855.50)	317.11
LAND/EASEMENTS	20,457.50	330,949.40	360,000.00	29,050.60	91.93
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	132,767.43	14,659,712.77	28,239,700.00	13,579,987.23	51.91
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
7290 - 2012R NW 1054	0.00	39,375.00	1,590,000.00	1,550,625.00	2.48
7292 - TRANSFER TO ENTERPRISE	0.00	34,312.50	0.00	(34,312.50)	0.00
7295 - 2019 BOND - NORT519WERB	0.00	279,300.00	0.00	(279,300.00)	0.00
7296 - 2020 BOND - WATER ENT	0.00	0.00	473,288.00	473,288.00	0.00
7297 - 2022 BOND	0.00	1,049,454.59	1,833,000.00	783,545.41	57.25
PRINCIPLE	0.00	1,402,442.09	5,127,288.00	3,724,845.91	27.35
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	(1,402,442.09)	(5,127,288.00)	(3,724,845.91)	27.35

FOR MANAGEMENT PURPOSES ONLY

NORTH WELD COUNTY WATER DISTRICT
 INCOME STATEMENT
 DETAIL
 FOR THE SIX MONTHS ENDING JUNE 30, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,818,871.37	12,690,671.98	22,624,387.00	9,933,715.02	56.09
TOTAL EXPENSES	714,175.21	21,133,755.21	42,679,435.00	21,545,679.79	49.52
PROFIT/LOSS	2,104,696.16	(8,443,083.23)	(20,055,048.00)	(11,611,964.77)	42.10

FOR MANAGEMENT PURPOSES ONLY

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,891,099.97
Add: Cash Receipts		791,831.71
Less: Cash Disbursements		(712,482.58)
Add (Less) Other		1,472,113.90
Ending GL Balance		4,442,563.00
Ending Bank Balance		4,539,918.94
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Jul 11, 2022	16682 (24,198.75)
	Nov 18, 2022	17106 (227.65)
	Feb 8, 2023	17343 (37,789.84)
	Apr 12, 2023	17582 (452.84)
	May 4, 2023	17619 (100.00)
	May 12, 2023	17640 (750.00)
	May 18, 2023	17707 (15,997.85)
	Jun 6, 2023	17733 (355.04)
	Jun 9, 2023	17769 (50.83)
	Jun 9, 2023	17774 (71.04)
	Jun 12, 2023	17778 (26.64)
	Jun 29, 2023	17781 (3,261.96)
	Jun 29, 2023	17782 (2,618.16)
	Jun 29, 2023	17783 (3,600.00)
	Jun 29, 2023	17784 (1,739.74)
	Jun 29, 2023	17785 (106.00)
	Jun 29, 2023	17786 (100.00)
	Jun 29, 2023	17787 (6,000.00)
	Jun 29, 2023	17788 (600.00)
	Jun 29, 2023	17789 (170.31)
	Jun 30, 2023	OL-0630202 (7,701.81)
Total outstanding checks		(105,918.46)
Add (Less) Other		
	Jun 29, 2023	CC0629 2,402.39
	Jun 30, 2023	CC0630 4,722.60
	Jun 29, 2023	CCIH0620 532.80
	Jun 30, 2023	CCIH0621 314.26
	Jun 5, 2023	DP0702 26.64
	Jun 30, 2023	MARS0621 563.83
Total other		8,562.52
Unreconciled difference		0.00
Ending GL Balance		4,442,563.00

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	10,715,344.23
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	44,520.69
Ending GL Balance	10,759,864.92
Ending Bank Balance	10,759,864.92
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	0.00
Ending GL Balance	10,759,864.92

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,217,952.31
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>8,992.42</u>
Ending GL Balance	<u>2,226,944.73</u>
Ending Bank Balance	<u>2,226,944.73</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,226,944.73</u></u>

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

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	39,108,110.66
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>158,558.83</u>
Ending GL Balance	<u>39,266,669.49</u>
Ending Bank Balance	39,266,669.49
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>39,266,669.49</u></u>



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

July 6, 2023

VIA EMAIL

Alyson Scott Law, LLC
Attn: Alyson Scott
Aly@ALYSONSCOTTLAW.COM

RE: Waiver of Conflict of Interest - North Weld County Water District re Right of Entry for Pipeline Easement Survey

Dear Ms. Scott:

North Weld County Water District ("NWCWD") understands that Hamre, Rodriquez, Ostrander & Prescott, P.C. ("HROP") has been requested by Rob and Allison Johnson and Johnson Dairy ("Johnson") to assist and advise them with regard to the referenced matter that involves NWCWD. NWCWD also understands that you also provide limited legal services to HROP. Since you were previously engaged as General Counsel to NWCWD in the past, that representation could be perceived as a conflict of interest by either or both NWCWD and Johnson.

By signature below, NWCWD acknowledges and waives any real or actual or perceived conflict of interest and waives any objections it may have to HROP exclusively representing Johnson in the proposed transactions between NWCWD and Johnson, including any follow-up matters or proceedings arising out of the referenced matter.

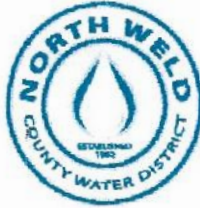
If either of you have any questions or observations with regard to this letter, please let me know.

Sincerely,

NORTH WELD COUNTY WATER DISTRICT

Eric Reckentine

By: Eric Reckentine, Manager



FINAL OFFER TO PURCHASE EASEMENTS
FOR PROPOSED NEWT III WATER PIPELINE PROJECT

USPS PRIORITYMAIL W/TRACKING

April 24, 2023

Jacobs Land Investment, LLC
Lonnie Jacobs
3813 Canal Dr.
Fort Collins, CO 80524

RE: Parcel 87112-00-004 - Easement Acquisition
East Larimer County Water District and North Weld County Water District – NEWT III Water Pipeline

Fee Owner: Jacobs Land Investment, LLC, a Colorado Limited Liability Company

Interests to be Acquired: 20-foot-wide Permanent Exclusive Water Pipeline Easement
20-foot-wide Permanent Non-Exclusive Water Pipeline Easement
60-foot-wide Temporary Construction Easement

Easement Description: A portion of a property located in Larimer County, Colorado, Parcel No. 87112-00-004, generally situated in Section 11, T 7 N, R 68W, with easements described and depicted in the Permanent Exclusive Water Pipeline Easement and Temporary Construction Easement (see enclosures)

Dear Mr. Jacobs,

As we previously discussed in our last offer letter dated January 6, 2023, East Larimer County Water District and North Weld County Water District (Districts) are planning the construction of a water pipeline project (the "Project") crossing the property described above.

This letter is being sent to provide notice of the Districts intent to acquire the Easements (described below) across the property referenced above (the "subject property") and to convey an offer to purchase the Easements for the Project. The Districts have contracted with Western States Land Services, LLC ("Western States") to provide services relating to the negotiation and acquisition of real property interests for the Project.

The Districts will pay the reasonable costs of an appraisal pursuant to C.R.S. § 38-1-121, provided all persons having an interest in the subject property agree upon an appraiser of their choosing to appraise the Easements, the appraisal is prepared using sound, fair and recognized appraisal practices which are consistent with law, and the appraisal is submitted to the Districts within ninety (90) days of this notice. If

NEWT III Water Pipeline Project
Jacobs Land Investment, LLC
Final Offer
April 24, 2023

more than one person is interested in the subject property and all interested persons cannot agree on an appraiser, the Districts shall be relieved of any obligation to pay for the cost of an appraisal. Attached are specific documents for review and approval in connection with this offer:

1. Summary of Compensation Offer – Describes the method used to determine the compensation offer
2. Permanent Exclusive Water Pipeline Easement – Easement document including legal description and descriptive map
3. Permanent Non-Exclusive Water Pipeline Easement – Easement document including legal description and descriptive map
4. Temporary Construction Easement - Easement document including legal description and descriptive map.

It is the District's policy and obligations to pay the fair market value for the Easements being acquired together with any compensable damages to the remaining property. The Districts have engaged a local appraiser to provide a fair market valuation of the easement areas. Based on the determination by the appraiser and as per the enclosed Summary of Compensation Offer, the Districts offer to pay:

- 1) \$6,530.00 for the 20-foot-wide Permanent Exclusive Water Pipeline Easement
- 2) \$5,740.00 for the 20-foot-wide Permanent Non-Exclusive Water Pipeline Easement
- 3) \$3,350.00 for the 60-foot-wide Temporary Construction Easement

This equates to a total one-time payment of \$15,620.00 for the Permanent Exclusive Water Pipeline Easement, Permanent Non-Exclusive Water Pipeline Easement and the Temporary Construction Easement (jointly, "Easements"), as enclosed. Please be advised that this amount is based upon the appraised value of the Easements.

Upon completion of your review and in order to finalize this acquisition, please arrange to have a legal representative for the property:

- 1) Sign and return this letter.
- 2) Complete, sign and return the enclosed W-9
- 3) Sign, have notarized and return the Original of the Permanent Exclusive Water Pipeline Easement
- 4) Sign, have notarized and return the Original of the Permanent Non-Exclusive Water Pipeline Easement
- 5) Sign, have notarized and return the Original of the Temporary Construction Easement

Upon receipt of the above, the compensation amount can be processed and the Easements will be recorded. A copy of the recorded documents will be provided when available and payment in the form of a check will be hand delivered or sent via Fed-Ex to the property representative.

The Districts acknowledge a portion of the easement area is located within an existing emergency access easement agreement recorded December 20, 2019 at Reception No. 20190081214. Remediation of the existing access area will include 8" of compacted road base upon completion of construction.

NEWT III Water Pipeline Project
Jacobs Land Investment, LLC
Final Offer
April 24, 2023

The Districts request a response to this offer within **Fifteen (15) days**. If your acceptance has not been received by May 9, 2023, the districts will deem this Final Offer rejected and may determine it necessary to initiate eminent domain proceedings to acquire the Property. Please contact me at your earliest availability to address any questions or concerns. You can contact me via email at kallison@ws-ls.net or by phone (970) 667-7602 (office) / (970) 215-0493 (cell).

Thank you for your cooperation and quick response.
Sincerely,



Kerri Allison
Contract Agent for East Larimer County Water District and North Weld County Water District
WESTERN STATES LAND SERVICES, LLC
505 North Denver Avenue
Loveland, CO 80537
(970) 667-7602
kallison@ws-ls.net

- Enclosures:
- 1) Summary of Compensation Offer
 - 2) Permanent Exclusive Water Pipeline Easement
 - 3) Permanent Non-Exclusive Water Pipeline Easement
 - 3) Temporary Construction Easement
 - 4) W-9 Taxpayer Identification Form

PROPERTY OWNER ACCEPTANCE OF OFFER:

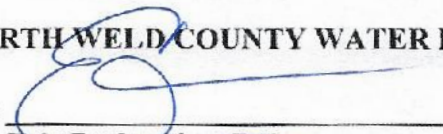
Jacobs Land Investment, LLC, a Colorado Limited Liability Company

Signature:  Title: OWNER
Date: 6-7-2023

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

By: _____ Date: _____
Randy Siddens, P.E.

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

By:  Date: June 12, 2023
Eric Reckentine, P.E.

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this 7th day of June, 2023, by and between JACOBS LAND INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 3813 Canal Drive Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

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

The GRANTEE shall:

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

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

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

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

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

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

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

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute

a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.


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

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
Jacobs Land Investment, LLC, a
Colorado Limited Liability Company

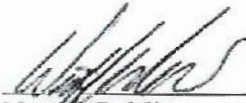
By: 
Title: owner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 7 day of June,
2023, by Leon J. Jacobs as owner of Jacobs Land
Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires:
8-1-2026


Notary Public

WESTON D JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184030786
MY COMMISSION EXPIRES AUG 1, 2026

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

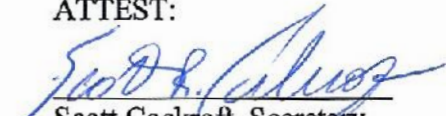
Witness my hand and official seal.

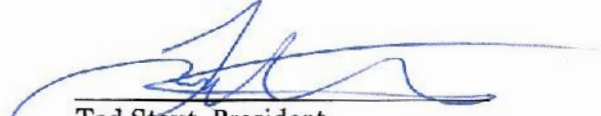
My Commission Expires:

Notary Public

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

ATTEST:


Scott Cockroft, Secretary


Tad Stout, President

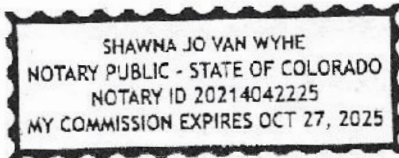
STATE OF COLORADO

) ss.
COUNTY OF Weld

The foregoing instrument was acknowledged before me this 12th day of June, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



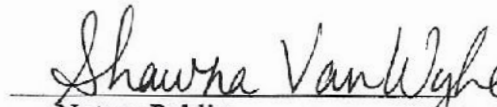

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 2)
PROPERTY DESCRIPTION

Two (2) parcels of land, being depicted on sheet 2 of 2 of this Exhibit A in the shaded areas, being parts of Tract 4 described in that Correction Bargain and Sale Deed recorded September 4, 2018 as Reception No. 20180054395 of the records of the Larimer County Clerk and Recorder and shown on that Corrected Land Survey Plat recorded December 27, 2018 as Reception No. 20180078748 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The South Fifteen (15) feet of the Northwest Quarter (NW1/4) of said Section 11 lying within said Tract 4;

TOGETHER WITH:

The North Twenty-five (25) feet of the Southwest Quarter (SW1/4) of said Section 11 lying within said Tract 4;

EXCEPTING THEREFROM:

Any portion of said described parcel of land lying within that underground sewer pipeline easement described in that *Deed of Perpetual Easement* recorded May 31, 2007 as Reception No. 20070041030 of the records of the Larimer County Clerk and Recorder;

ALSO EXCEPTING THEREFROM:

Any portion of said described parcel of land lying within that emergency access easement described in that *Emergency Access Easement Agreement* recorded December 20, 2019 as Reception No. 20190081214 of the records of the Larimer County Clerk and Recorder;

Said described parcels of land contain 26,300 sq. ft. or 0.604 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcels 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

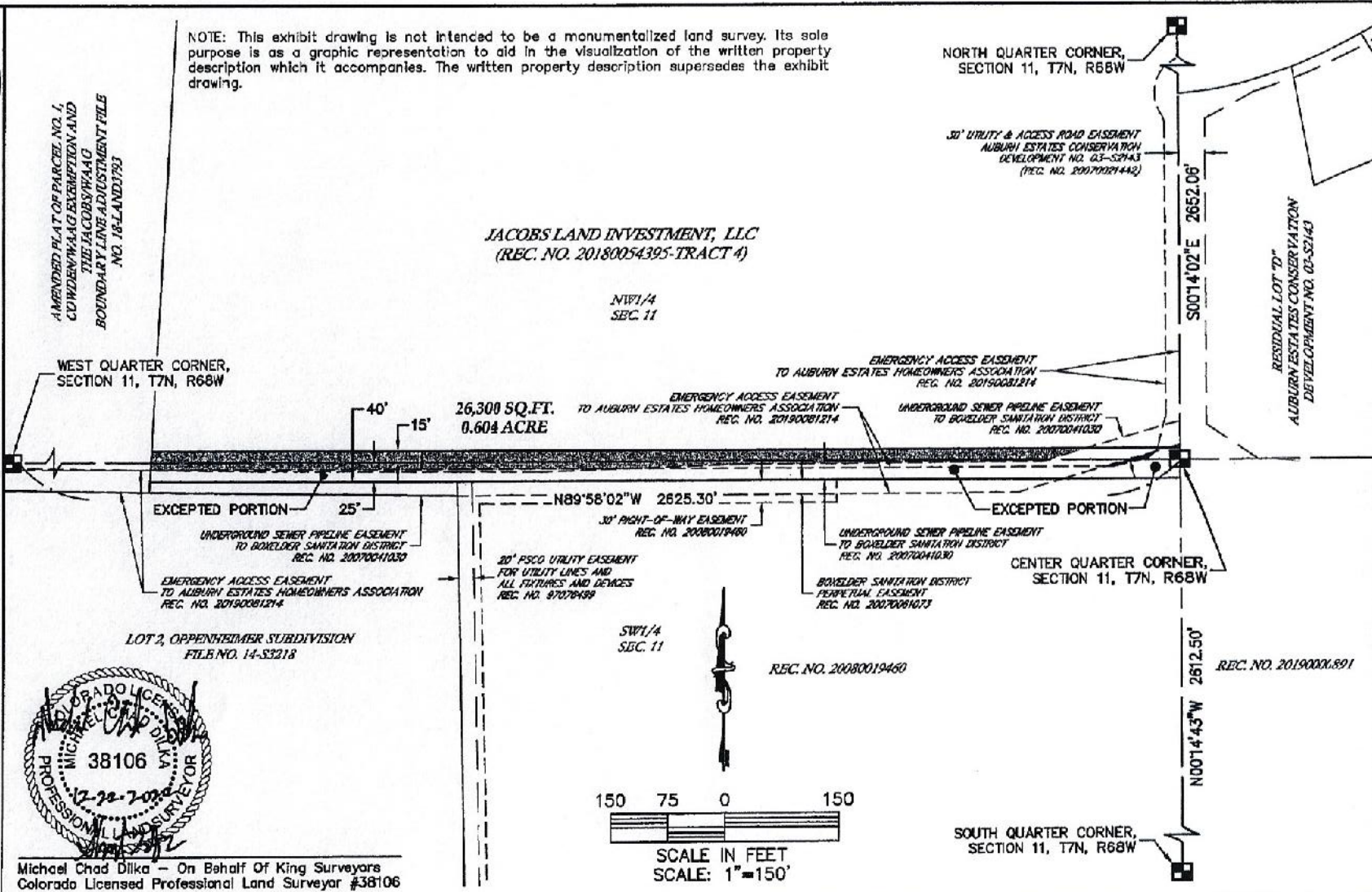
PROJECT NO: 20200030
DATE: 12/22/2022
CLIENT: NWCWD
DWG: ESMT - JACOBS - PE - EXCLUSIVE
DRAWN: SMF CHECKED: MCD

AMENDED PLAT OF PARCEL NO. 1,
 CO WINDERMERE AG EXEMPTION AND
 THE JACOBS/WAAG
 BOUNDARY LINE ADJUSTMENT FILE
 NO. 18-LANDJ173

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.

JACOBS LAND INVESTMENT, LLC
 (REC. NO. 20180054395-TRACT 4)

NW1/4
 SEC. 11



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

PROPERTY DEPICTION
 EXHIBIT A (2 of 2)
 W1/2 SEC. 11, T7N, R68W

PERMANENT NON-EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Water Pipeline Easement is made this 7th day of June, 2023, by and between **JACOBS LAND INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY** whose address is 3813 Canal Drive Fort Collins, CO 80524 ("GRANTOR"), and the **EAST LARIMER COUNTY WATER DISTRICT**, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the **NORTH WELD COUNTY WATER DISTRICT**, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

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:
**Jacobs Land Investment, LLC, a
Colorado Limited Liability Company**

By: [Signature]
Title: owner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 7 day of June, 2023, by Lon J Jacobs as owner of Jacobs Land Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires:
8-1-2026

[Signature]
Notary Public

**WESTON D JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184030786
MY COMMISSION EXPIRES AUG 1, 2026**

GRANTEE:

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

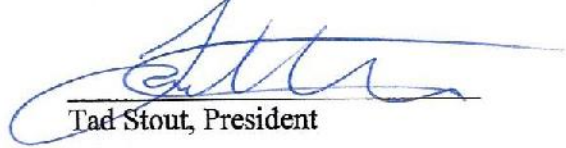
My commission expires:

Notary Public

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

ATTEST:


Scott Cockroft, Secretary

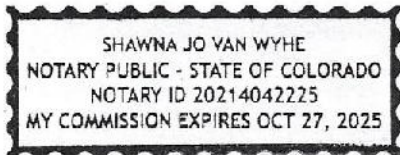

Tad Stout, President

STATE OF COLORADO
COUNTY OF Weld) ss.

The foregoing instrument was acknowledged before me this 12th day of June, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



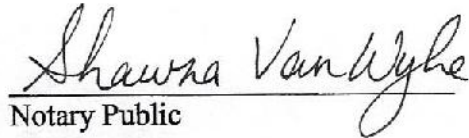

Notary Public

EXHIBIT 'A' TO PERMANENT WATER PIPELINE EASEMENT AGREEMENT

Legal Description and Depiction of Easement Area and Permanent Easement

EXHIBIT B
(1 of 2)
PROPERTY DESCRIPTION

All those portions of that underground sewer pipeline easement described in that *Deed of Perpetual Easement* recorded May 31, 2007 as Reception No. 20070041030 of the records of the Larimer County Clerk and Recorder that lie within the following described parcel of land;

TOGETHER WITH:

All those portions of that emergency access easement described in that *Emergency Access Easement Agreement* recorded December 20, 2019 as Reception No. 20190081214 of the records of the Larimer County Clerk and Recorder that lie within the following described parcel of land;

A parcel of land, being part of Tract 4 described in that Correction Bargain and Sale Deed recorded September 4, 2018 as Reception No. 20180054395 of the records of the Larimer County Clerk and Recorder and shown on that Corrected Land Survey Plat recorded December 27, 2018 as Reception No. 20180078748 of the records of the Larimer County Clerk and Recorder, located in the West Half (W1/2) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The South Fifteen (15) feet of the Northwest Quarter (NW1/4) of said Section 11 lying within said Tract 4;

TOGETHER WITH:

The North Twenty-five (25) feet of the Southwest Quarter (SW1/4) of said Section 11 lying within said Tract 4;

All those portions of said underground sewer pipeline easement and said emergency access easement that lie within said described parcel of land are depicted on sheet 2 of 2 of this Exhibit B in the shaded areas.

All those portions of said underground sewer pipeline easement and said emergency access easement that lie within said described parcel of land contains 27,785 sq. ft. or 0.637 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described 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



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

KING SURVEYORS

PROJECT NO: 20200030
 DATE: 12/22/2022
 CLIENT: NWCMND
 DWG: ESM1-JACOBS-PE-NON EXCLUSIVE
 DRAWN: SMF CHECKED: MCD

AMENDED PLAT OF PARCEL NO. 1,
 COWDEN/WAAG EXEMPTION AND
 THE JACOBS/WAAG
 BOUNDARY LINE ADJUSTMENT FILE
 NO. 18-7-LAND-3778

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.

NW1/4
 SEC. 11

JACOBS LAND INVESTMENT, LLC
 (REC. NO. 20180054395-TRACT 4)

PORTION OF UNDERGROUND SEWER PIPELINE EASEMENT
 & EMERGENCY ACCESS EASEMENT
 LYING WITHIN DESCRIBED STRIP OF LAND
 24,805 SQ.FT., 0.569 ACRE

EMERGENCY ACCESS EASEMENT
 TO AUBURN ESTATES HOMEOWNERS ASSOCIATION
 REC. NO. 20190081214

EMERGENCY ACCESS EASEMENT
 TO AUBURN ESTATES HOMEOWNERS ASSOCIATION
 REC. NO. 20190081214

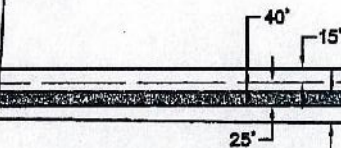
UNDERGROUND SEWER PIPELINE EASEMENT
 TO BOVELDER SANITATION DISTRICT
 REC. NO. 20070041030

WEST QUARTER CORNER,
 SECTION 11, T7N, R68W

NORTH QUARTER CORNER,
 SECTION 11, T7N, R68W

30' UTILITY & ACCESS ROAD EASEMENT
 AUBURN ESTATES CONSERVATION
 DEVELOPMENT NO. 03-S2143
 (REC. NO. 20070021442)

RESIDUAL LOT "D"
 AUBURN ESTATES CONSERVATION
 DEVELOPMENT NO. 03-S2143



UNDERGROUND SEWER PIPELINE EASEMENT
 TO BOVELDER SANITATION DISTRICT
 REC. NO. 20070041030

EMERGENCY ACCESS EASEMENT
 TO AUBURN ESTATES HOMEOWNERS ASSOCIATION
 REC. NO. 20190081214

LOT 2, OPPENHEIMER SUBDIVISION
 FILE NO. 14-S3218

N89°58'02"W 2825.30'

30' RIGHT-OF-WAY EASEMENT
 REC. NO. 20080019460

20' PSDO UTILITY EASEMENT
 FOR UTILITY LINES AND
 ALL FIXTURES AND DEVICES
 REC. NO. 97076489

UNDERGROUND SEWER PIPELINE EASEMENT
 TO BOVELDER SANITATION DISTRICT
 REC. NO. 20070041030

BOVELDER SANITATION DISTRICT
 PERPETUAL EASEMENT
 REC. NO. 20070061073

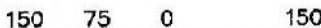
CENTER QUARTER CORNER,
 SECTION 11, T7N, R68W

PORTION OF EMERGENCY ACCESS EASEMENT
 LYING WITHIN DESCRIBED STRIP OF LAND
 2,990 SQ.FT., 0.068 ACRE

REC. NO. 20190006891

SW1/4
 SEC. 11

REC. NO. 20080019460



SCALE IN FEET
 SCALE: 1"=150'

SOUTH QUARTER CORNER,
 SECTION 11, T7N, R68W

S00°14'02"E 2852.06'

PROPERTY DEPICTION

EXHIBIT B (2 of 2)

W1/2 SEC. 11, T7N, R68W



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

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this 7th day of June, 2023, by and between JACOBS LAND INVESTMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 3813 Canal Drive Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

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

Temporary Construction Easement shall begin on the first day construction activities for the water pipeline within the Easement begins. The Temporary Construction Easement ends on the last day construction activities for the water pipeline within the Easement occur, but no later than one (1) year after the first day construction activities for the water pipeline within the Easement begin.

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

The GRANTEE shall:

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
Jacobs Land Investment, LLC, a
Colorado Limited Liability Company

By: [Signature]

Title: owner

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 7 day of June,
2023, by Lon J Jacobs as owner of Jacobs Land
Investment, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires:

8-1-2026

WESTON D JOHNSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184030786
MY COMMISSION EXPIRES AUG 1, 2026

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

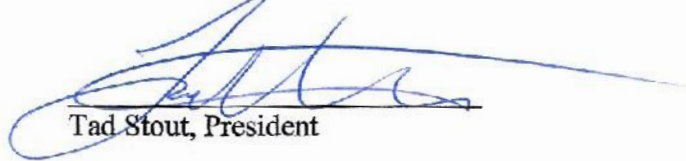
My commission expires: _____

Notary Public

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

ATTEST:


Scott Cockroft, Secretary


Tad Stout, President

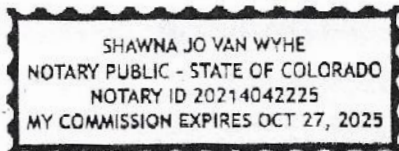
STATE OF COLORADO

COUNTY OF Weld ^{SS.}

The foregoing instrument was acknowledged before me this 12th day of June, 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



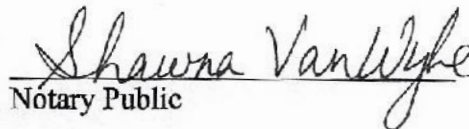

Notary Public

EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

EXHIBIT C
(1 of 2)
PROPERTY DESCRIPTION

A strip of land, Sixty (60) feet in width, being part of Tract 4 described in that Correction Bargain and Sale Deed recorded September 4, 2018 as Reception No. 20180054395 of the records of the Larimer County Clerk and Recorder and shown on that Corrected Land Survey Plat recorded December 27, 2018 as Reception No. 20180078748 of the records of the Larimer County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Eleven (11), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

The North Sixty (60) feet of the South Seventy-five (75) feet of the Northwest Quarter (NW1/4) of said Section 11 lying within said Tract 4;

Said described strip of land contains 80,944 sq. ft. or 1.858 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

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



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

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

JN: 20200030



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: 10/4/82022
 CLIENT: NWCWD
 DWG: ESMT - JACOBS - TCE
 DRAWN: SMF CHECKED: MCD

AMENDED PLAT OF PARCEL NO. 1,
 CONTAINING EXEMPTION AND
 THE JACOBS FLAG
 BOUNDARY LINE ADJUSTMENT FILE
 NO. 18-LAND3793

NOTE: This exhibit drawing is not intended to be a monumentized 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.

JACOBS LAND INVESTMENT, LLC
 (REC. NO. 20180054395-TRACT 4)

80,944 SQ. FT.
 1.858 ACRES

WEST QUARTER CORNER,
 SECTION 11, T7N, R68W

NORTH QUARTER CORNER,
 SECTION 11, T7N, R68W

EMERGENCY ACCESS EASEMENT
 TO AUBURN ESTATES HOMEOWNERS ASSOCIATION
 REC. NO. 20190081214

30' UTILITY & ACCESS ROAD EASEMENT
 AUBURN ESTATES GAS/SEWER/IRON
 DEVELOPMENT NO. 03-S2143
 (REC. NO. 20070021442)

RESIDUAL LOT "D"
 AUBURN ESTATES CONSERVATION
 DEVELOPMENT NO. 05-S2143

EMERGENCY ACCESS EASEMENT
 TO AUBURN ESTATES HOMEOWNERS ASSOCIATION
 REC. NO. 20190081214

LOT 2, OPPENHEIMER SUBDIVISION
 FILE NO. 14-S3218



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

60'
 15'

N89°58'02"W 2625.30'

30' RIGHT-OF-WAY EASEMENT
 REC. NO. 20030019480

20' PSDO UTILITY EASEMENT
 FOR UTILITY LINES AND
 ALL FIXTURES AND DEVICES
 REC. NO. 97075402

BOULDER SANITATION DISTRICT
 PERPETUAL EASEMENT
 REC. NO. 20070040200

BOULDER SANITATION DISTRICT
 PERPETUAL EASEMENT
 REC. NO. 20070061073

CENTER QUARTER CORNER,
 SECTION 11, T7N, R68W

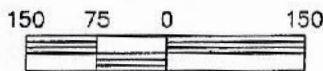
REC. NO. 20180019460

REC. NO. 20190000891

S00°14'02"E 2652.06'

N00°14'43"W 2612.50'

SOUTH QUARTER CORNER,
 SECTION 11, T7N, R68W



SCALE IN FEET
 SCALE: 1"=150'

PROPERTY DEPICTION

EXHIBIT C (2 of 2)

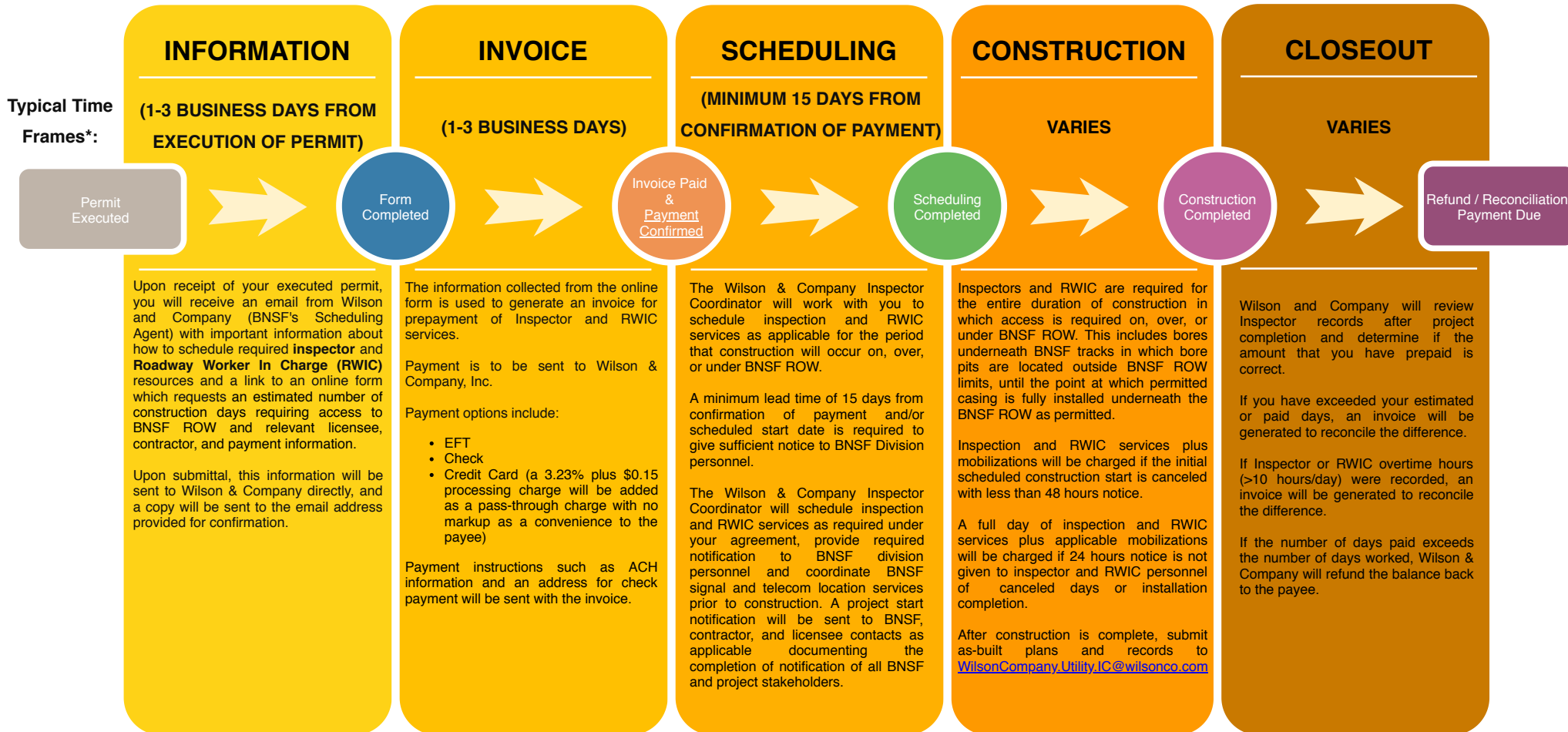
W1/2 SEC. 11, T7N, R68W

PERMISSION TO ENTER PROPERTY	Project: Terry Ranch Waterline project	
	Location: Weld County, Colorado	
	Property Owner: Serfer Ventures, LLC	
Property Address/Location: 6776 County Road 74	Weld County Assessor's Parcel Number 080706100032	
<p>The undersigned property owner or owner's representative hereby grants permission to North Weld County Water District, its contractors, agents, and all others deemed necessary by the District for the activities, to enter the property identified above, to perform the Work Activities described below. Permission shall be valid for a period of eight weeks from the date granted. North Weld County Water District shall repair any damage done to the property as a result of the Work Activities and upon completion shall restore the surface of the property to original conditions as existed prior to the entry by the District.</p>		
<p>Description of Work Activities:</p> <p>Perform surveying and environmental survey activities, including: measurement of property and right of way boundaries; topographic survey which includes the modeling of ground terrain and the measuring and mapping of physical features; locating and marking of existing utilities; making observations of vegetation, habitat, water occurrence; and may require placement of temporary survey stakes or project control markers, geotechnical and soil surveys which may require boring and/or collection of samples and water monitoring; Pipe staging, topsoil stripping, erosion control bmps And installation of pipe, fiber optic conduit and any associated pump station above and below ground appurtenances within The easement areas as described and depicted on Exhibit A attached.</p> <p>All Work Activities, including scheduling, will be coordinated with Property Owner prior to visiting the site. District acknowledges that the Property Owner, as landlord, has leased the property to Red Truck Tree Farms, Inc. ("RTTF"), as tenant, for purposes including an operating tree farm. Coordinate Work Activities with RTTF's representative Chris Serbousek (303.419.6781).</p>		
<p>Conditions requested by Owner:</p> <p>Coordinate Work Activities with Property Owner's representative Chris Serbousek (303.419.6781). District to provide written weekly status report to Property Owner and periodically upon the reasonable request of Property Owner. Work Activities limited to locations of the permanent and temporary construction easements currently under negotiations among the Property Owner and North Weld County Water District. Work Activities require best efforts to mitigate damage to existing tree inventory and irrigation systems. District shall pay any costs and expenses incurred by Property Owner or RTTF for any damage to tree inventory or irrigation equipment. District to obtain all required governmental permits prior to commencement of Work Activities.</p>		
<p>Permission Granted By: (Check One)</p> <p><input type="checkbox"/> Property Owner</p> <p><input type="checkbox"/> Property Owner's Representative</p>	<p>Name, Title (Please Print) Christopher J. Serbousek, as Member</p>	
	Signature	Date
	Owner's Address	Phone
	Email (optional) serbousekrttf@gmail.com	
<p>Permission Received By:</p> <p>North Weld County Water District</p>	Eric Reckentine, P.E.	
	Signature	
	North Weld County Water District	



BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF [California](#), [Northwest](#) and [Montana](#) divisions will require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these divisions, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, Texas 76131
tel +1 817-352-1048

June 19, 2023

North Weld County Water District & East Larimer County Water District
Attention: Randy Siddens
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522

23w-16856

Dear Siddens:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Payment can be made online or you can mail check with tracking number payable to BNSF and sent to this office at the top of this letter and in my email signature block. **DO NOT PAY THE CONVIENENCE FEE IF MAILING A CHECK.**

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement sent to bnsf@certfocus.com and the holder address is:

BNSF Railway Company
P.O. Box 140528
Kansas City, MO 64115

2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Melissa Woodruff
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2023 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, forty eight (48") inches in diameter inside a fifty four inch (54") steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fort Collins, County of Larimer, State of CO, Line Segment 0476, Mile Post 78.35 as shown on the attached Drawing No. 87065, dated March 15, 2023, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for so long as Licensee utilizes the pipeline, as describe herein, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry potable water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of seven thousand four hundred and No/100 Dollars (\$7,400) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
- 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
- 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster bradford.gallatin@bnsf.com or 308-641-9670, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
- 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- a. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
- The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- b. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- c. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- a. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
- Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
 - a. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.
- 15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
 - Endorsed to include the Limited Seepage and Pollution Endorsement.
 - Endorsed to remove any exclusion for punitive damages.
 - Endorsed to include Evacuation Expense Coverage Endorsement.
 - No other endorsements restricting coverage may be added.
 - The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
 - The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all

Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.

- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon

request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.

- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. No Warranties.
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or

otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

- 26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: North Weld County Water District & East Larimer County Water District
232 South Link Lane, PO Box 2044
Fort Collins, CO 80522
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive, MOB-2
Fort Worth, TX 76131

By: _____
Shane Krueger
Vice President

LICENSEE:

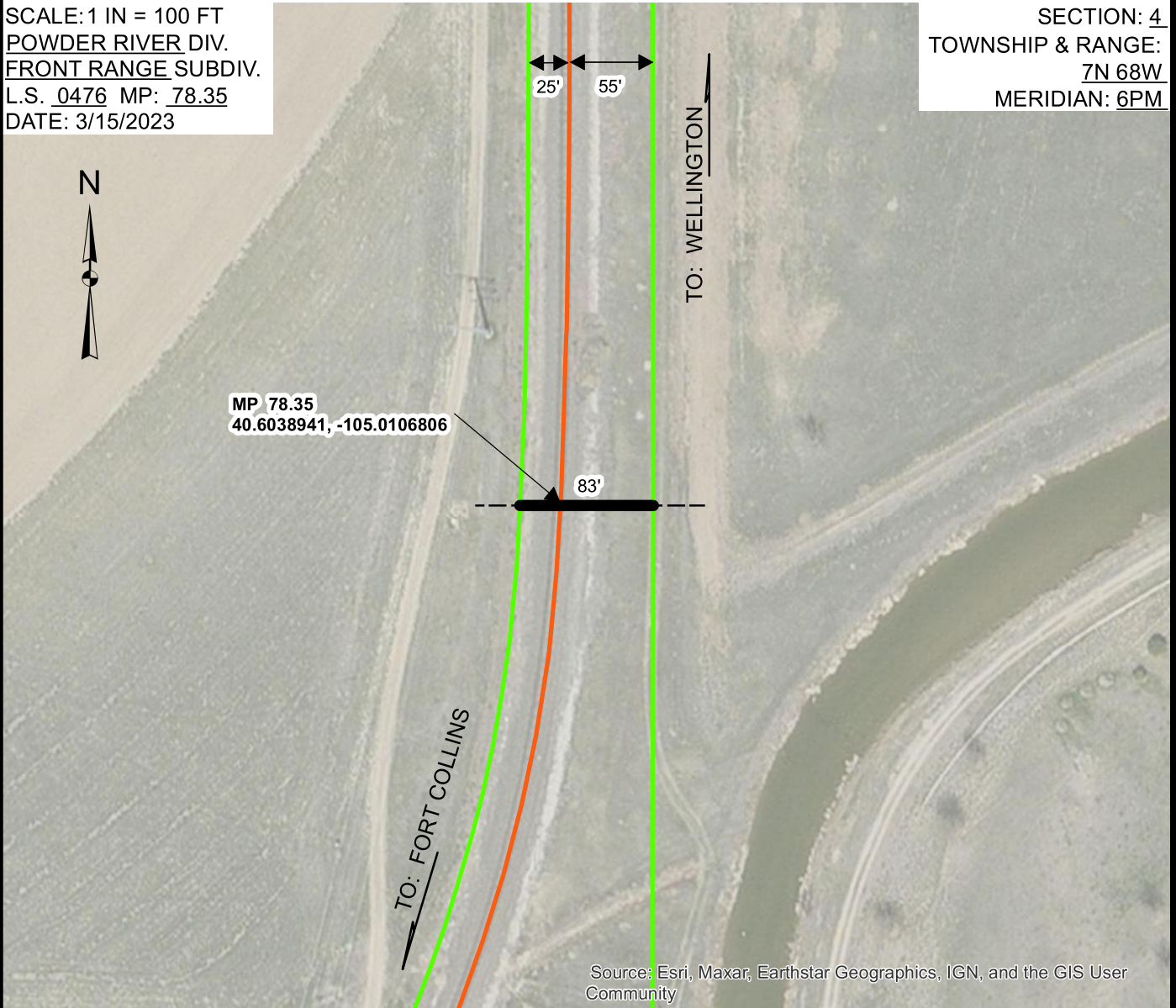
NORTH WELD COUNTY WATER DISTRICT & EAST LARIMER COUNTY WATER DISTRICT,

By: _____
[Name] Andrew West
[Title]

EXHIBIT "A"

SCALE: 1 IN = 100 FT
 POWDER RIVER DIV.
 FRONT RANGE SUBDIV.
 L.S. 0476 MP: 78.35
 DATE: 3/15/2023

SECTION: 4
 TOWNSHIP & RANGE:
 7N 68W
 MERIDIAN: 6PM



Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	48"	54"	LENGTH ON R/W:	83'	83'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	191 PSI	
PIPE MATERIAL:	STEEL	STEEL	BURY: BASE/RAIL TO TOP OF CASING		16.1'
SPECIFICATIONS / GRADE:	A139 GRADE C	A139 GRADE B	BURY: NATURAL GROUND		8.6'
WALL THICKNESS:	0.219"	0.719"	BURY: ROADWAY DITCHES		8.6'
COATING:	POLYURETHANE	-	CATHODIC PROTECTION		YES

VENTS: NUMBER 1 SIZE 6" HEIGHT OF VENT ABOVE GROUND 4'
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FORT COLLINS
 COUNTY OF LARIMER

STATE OF CO

JPM

AGREEMENT FOR POSSESSION AND USE

THIS AGREEMENT FOR POSSESSION AND USE ("Agreement") is entered into this _____ day of June, 2023, by and between DYECREST DAIRY LIMITED LIABILITY COMPANY, a Colorado limited liability company ("Owner"), which has an address for purposes of this Agreement of 1137 N. County Road 1, Fort Collins, CO 80524; 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

Districts intend to construct a waterline for the NEWT III Water Pipeline Project ("Project"). A portion of the water line will run over, under, on and across certain property of Owner described as a part of Section 12, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado, which is also known as Lot 1 Rodenberger MRD and has an address of 6809 E. CR 48, Fort Collins, Colorado 80524. (the "Property").

A. In connection with the construction of the Project, Districts desire to acquire from Owner a permanent easement, described and depicted on Exhibit A and a temporary construction easement described and depicted on Exhibit B (jointly, "Easements") over, under, on and across the portions of the Property that are encumbered by the Easements (jointly, the "Easement Areas"). Exhibit A and Exhibit B are attached hereto and incorporated herein by reference.

B. Owner has agreed to grant Districts possession of the Easement Areas in accordance with the terms of this Agreement, which shall have the same effect as an order for immediate possession entered by a court pursuant to § 38-1-105(6), C.R.S., and shall entitle Districts to all rights that Districts would have under such an order for immediate possession, subject only to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of Districts' payment to Owner of the Estimate of Just 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 Estimate of Just 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, the right to enter upon and take and retain possession of the Easement Areas to 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 portion of the Property that will be encumbered by the temporary construction easement described and depicted on Exhibit B, shall terminate 120 days after completion of the portion of the Project that crosses over the Easement Areas, but in no event later than July 15, 2024, or such later time as the parties may mutually agree.

1.2 Prior to the termination of the temporary construction easement, Districts, at their sole cost and expense, shall restore the surface of the Easement Areas to a condition that is at least equal to the condition that existed prior to any disturbance by Districts.

2. Areas Granted by this Agreement. Districts shall pay to Owner a single and collective payment in the total amount of Twenty-One Thousand Eight and 00/100 Dollars (\$21,008.00) ("Estimate of Just Compensation"). The Estimate of Just Compensation shall be deemed a sufficient sum that Districts would be required to pay into the court registry if a court had awarded Districts immediate possession of the Easement Areas under § 38-1-105(6), C.R.S. Owner's receipt of the Estimate of Just Compensation shall be deemed equivalent to Owner's withdrawal of the full amount of the Estimate of Just 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 Easements either by a negotiated settlement for the purchase of the Easements or an award as determined in an eminent domain proceeding.

3. Eminent Domain Proceeding. The parties agree to diligently pursue good faith negotiations for Districts' purchase of the Easements. In the event that the parties are unable to agree upon a purchase price to be paid by Districts to Owner, and all other parties having any interest in the Easement Areas, Districts agree to take all actions necessary to acquire the Easements through their powers of eminent domain and according to Colorado law by no later than December 1, 2023. In such event, Districts may submit this Agreement to the court, and this Agreement shall have the same effect as a stipulation of the parties authorizing the Court to enter an order awarding Districts immediate possession of the Easement Areas. Further, Owner's receipt of the Estimate of Just Compensation shall have the same effect as Districts' deposit into the court registry and Owner's withdrawal of the Estimate of Just Compensation from the court registry under § 38-1-105(6)(b), C.R.S.

4. Valuation Dates. In the event Owner and Districts are not able to agree upon a purchase price for Districts' purchase of the Easements, and Districts commence an eminent domain action to acquire the Easements through their powers of eminent domain, 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 to Owner the Estimate of Just Compensation.

5. Owner's Right to an Appraisal. Districts agree that Owner shall have until ninety (90) days from June 1, 2023, in which to employ an appraiser of its choosing to appraise the value of the Property and any damages or benefits allowed or required by Colorado law, and Districts shall pay the reasonable costs of such appraisal in accordance with § 38-1-121, C.R.S., provided

that the appraisal prepared for Owner is prepared using sound, fair and recognized appraisal practices that are consistent with Colorado law. Notwithstanding the foregoing, Owner does not waive any of its rights to recover costs as allowed by law, including the right to recover appraisal and other expert fees, in the event Districts commence an eminent domain action to acquire the Easements through their powers of eminent domain.

6. Applicability of Agreement. This Agreement shall apply only to immediate possession of the Property 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 Property, or the amount to be paid by Districts for acquisition of the Easements, except that the delivery of the Estimate of Just Compensation shall be treated as though a court had determined that the Estimate of Just Compensation is a sufficient sum to pay the compensation when ascertained under § 38-1-105(6)(a), C.R.S., and the Districts had deposited the Estimate of Just Compensation into the court registry under § 38-1-105(6)(b), C.R.S., and Owner had withdrawn the full amount of the Estimate of Just Compensation under § 38-1-105(6)(b), C.R.S. The Estimate of Just Compensation may not be used in any eminent domain action as evidence of the value of the Property or damages or for any other purpose, except for the purpose of enforcing the terms of this Agreement.

7. 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.

8. 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: Dyecrest Dairy Limited Liability Company
Attn: Mr. Terence Dye
1137 N. County Road 1
Fort Collins, CO 80524

With a copy to:

Stewart W. Olive, Esq.
March, Olive & Sapienza, LLC
1312 S. College Avenue
Fort Collins, CO 80524

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: Eric Reckentine
P.O. Box 56
Lucerne, CO 80646

With copies to:

Timothy L. Goddard, Esq.
Goddard Law Office, PLLC
210 E. 29th Street
Loveland, CO 80522

Zachary P. White, Esq.
White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, Colorado 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.

9. 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.

10. Default. Each and every term of this Agreement shall be deemed to be a material element hereof. In the event that any party fails to perform according to the terms of this Agreement, such party may be declared in default. In the event that 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. In the event 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.

11. Attorney Fees and Costs. In the event any party defaults in any of its covenants or obligations provided in this Agreement, and a party not in default commences a civil action, the court shall award to the prevailing party, in addition to any damages or equitable relief, all reasonable expenses of said litigation, including a reasonable sum for attorney fees.

12. 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.

13. Construction. This Agreement shall be construed according to its fair and plain meaning as though all of 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.

[Signature pages follow]

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

By: _____
Tad Stout, President

ATTEST:

Scott Cockroft, Secretary

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of June, 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:

Notary Public

EXHIBIT "A" ATTACHED TO AND MADE A PART OF AGREEMENT FOR POSSESSION AND USE BY AND AMONG DYECREST DAIRY LIMITED LIABILITY COMPANY ("OWNER"), EAST LARIMER COUNTY WATER DISTRICT, AND NORTH WELD COUNTY WATER DISTRICT (JOINTLY, "DISTRICTS")

PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

This Permanent Exclusive Water Pipeline Easement is made this ___ day of _____, 2023, by and between DYECREST DAIRY, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 1137 N. County Road 1, Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

Permanent Exclusive Water Pipeline Easement

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

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

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

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

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

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

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

No Waiver: Failure of any party to exercise any of its rights hereunder shall not constitute

a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

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

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
Dyecrest Dairy, LLC, a
Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2023, by Terence W. Dye as Manager of Dyecrest Dairy, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires:

Notary Public

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

Witness my hand and official seal.

My Commission Expires:

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF _____

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO PERMANENT EXCLUSIVE WATER PIPELINE EASEMENT

Legal Description and Depiction of Permanent Easement

EXHIBIT A
(1 of 3)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width, being part of those parcels of land described in that Special Warranty Deed for Land recorded June 8, 2018 as Reception No. 20180034653 of the records of the Larimer County Clerk and Recorder, located in the East Half (E1/2) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, the centerline of said strip of land being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 12 and assuming the South line of Northeast Quarter (NE1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 38106, 2023" at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS 22098, 2000" at the East end, as bearing North 89°45'37" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2642.77 feet, with all other bearings contained herein relative thereto;

THENCE North 00°13'21" West along the West line of Northeast Quarter (NE1/4) of said Section 12 a distance of 20.00 feet to a point being Twenty (20) feet, as measured at a right angle, North of the South line of Northeast Quarter (NE1/4) of said Section 12, said point being the **POINT OF BEGINNING** of said centerline;

THENCE North 89°45'37" East along a line being Twenty (20) feet, as measured at a right angle, North of and parallel with the South line of Northeast Quarter (NE1/4) of said Section 12 a distance of 2069.53 feet to the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the arc of said curve, concave to the Southwest, being Twenty (20) feet, as measured radially, Northeasterly of and concentric with the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land a distance of 416.18 feet, said curve having a radius of 762.00 feet, a central angle of 31°17'35" and a long chord bearing South 59°34'51" East a distance of 411.03 feet;

THENCE North 89°38'55" East, non-tangent to aforesaid curve, a distance of 130.00 feet to a point being Twenty (20) feet, as measured at a right angle, West of the West line of that 40' waterline easement described in that Easement and Right-of-Way Grant recorded November 16, 2001 as Reception No. 2001103477 of the records of the Larimer County Clerk and Recorder;

THENCE South 00°21'05" East along a line being Twenty (20) feet, as measured at a right angle, West of and parallel with the West line of said waterline easement a distance of 60.00 feet to the **POINT OF TERMINATION** of said centerline, said point bearing South 19°30'47" West a distance of 264.93 feet from the East Quarter (E1/4) corner of said Section 12;

The sidelines of said described strip of land shall be shortened or lengthened so as to result in continuous lines through angle points and curves and so as to terminate on the West line of Northeast Quarter (NE1/4) of said Section 12 near the point of beginning and on a line being perpendicular to said centerline near the point of termination.

Said described strip of land contains 107,029 sq. ft. or 2.457 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

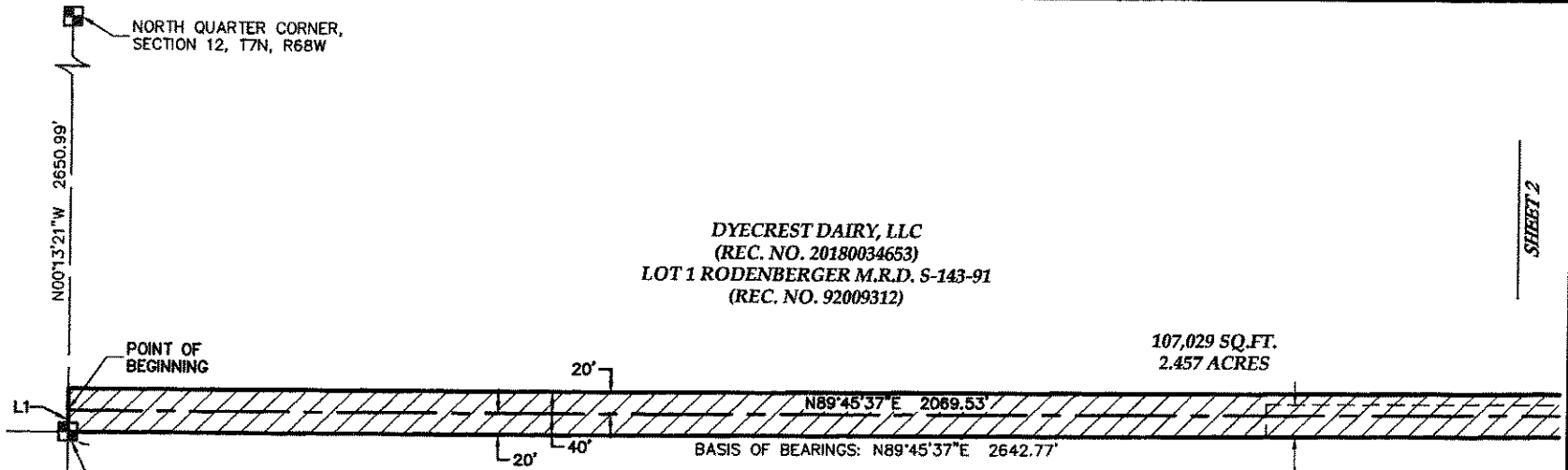
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

SHEET 2

DYECREST DAIRY, LLC
(REC. NO. 20180034653)
LOT 1 RODENBERGER M.R.D. S-143-91
(REC. NO. 92009312)

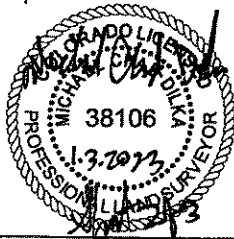
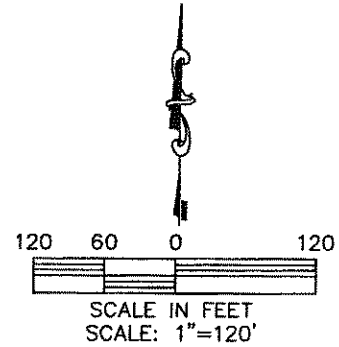
107,029 SQ.FT.
2.457 ACRES



LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°13'21\"W	20.00'
L2	N19°30'47\"E	264.93'

REC. NO. 20040107954

APPROXIMATE LOCATION OF
IRRIGATION EASEMENT
SHOWN ON PLAT OF SURVEY
REC. NO. 20050084511
SCALED FROM PDF
NO RECORDED DOCUMENT FOR EASEMENT



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

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



KING SURVEYORS

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

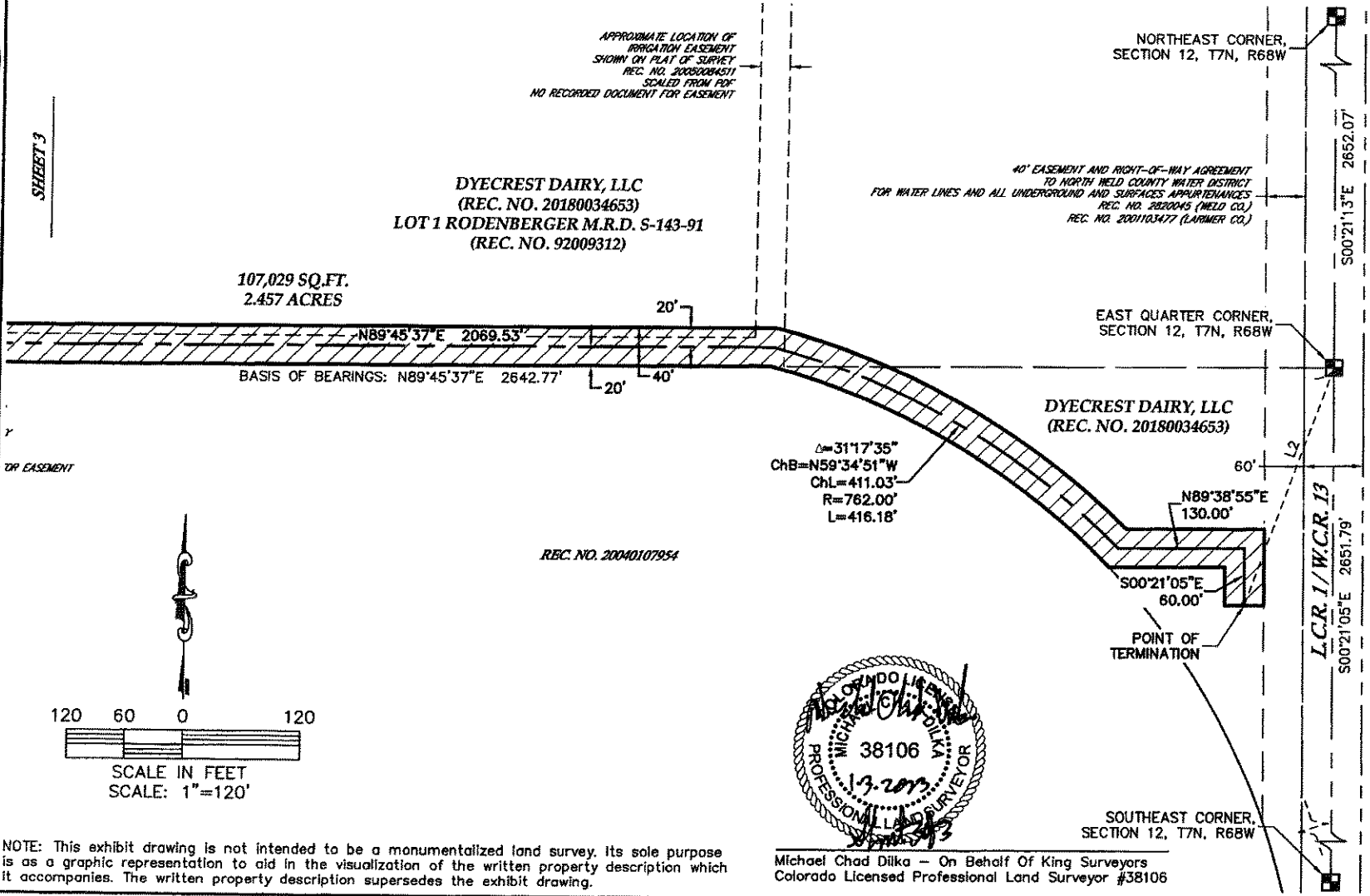
PROJECT NO: 20200030
DATE: 1/3/2023
CLIENT: NWCWD
DWG: ESMT-DYECREST-PE
DRAWN: SMF CHECKED: MCD



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: 1/3/2023
 CLIENT: NWCWD
 DWG: ESM1 - DYECREST - PE
 DRAWN: SMF CHECKED: MCD

SHEET 3



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

PROPERTY DEPICTION

EXHIBIT A (3 of 3)

E1/2 SEC. 12, T7N, R68W

EXHIBIT "B" ATTACHED TO AND MADE A PART OF AGREEMENT FOR POSSESSION AND USE BY AND AMONG DYECREST DAIRY LIMITED LIABILITY COMPANY ("OWNER"), EAST LARIMER COUNTY WATER DISTRICT, AND NORTH WELD COUNTY WATER DISTRICT (JOINTLY, "DISTRICTS")

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made this _____ day of _____, 2023, by and between DYECREST DAIRY, LLC, A COLORADO LIMITED LIABILITY COMPANY whose address is 1137 N. County Road 1, Fort Collins, CO 80524 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

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

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

Temporary Construction Easement shall begin on the first day construction activities for the water pipeline within the Easement begins. The Temporary Construction Easement ends on the last day construction activities for the water pipeline within the Easement occur, but no later than one (1) year after the first day construction activities for the water pipeline within the Easement begin.

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

The GRANTEE shall:

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

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

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
Dyecrest Dairy, LLC, a
Colorado Limited Liability Company

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Terence W. Dye as Manager of Dyecrest Dairy, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My Commission Expires:

Notary Public

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

By _____
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

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

ATTEST:

Scott Cockroft, Secretary

Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF _____

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

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT 'A' TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description and Depiction of Temporary Construction Easement

[To be attached]

EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

Parcel 2

A parcel of land, being part of those parcels of land described in that Special Warranty Deed for Land recorded June 8, 2018 as Reception No. 20180034653 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Twelve (12), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the East Quarter (E1/4) corner of said Section 12 and assuming the North line of Southeast Quarter (SE1/4) of said Section 12, being monumentalized by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 22098, 2000" at the East end and by a #6 rebar with a 3 ¼" diameter aluminum cap stamped "LS 38106, 2023" at the West end, as bearing South 89°45'37" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2642.77 feet, with all other bearings contained herein relative thereto;

THENCE South 89°45'37" West along the North line of Southeast Quarter (SE1/4) of said Section 12 a distance of 70.02 feet to the West line of that 40' waterline easement described in that Easement and Right-of-Way Grant recorded November 16, 2001 as Reception No. 2001103477 of the records of the Larimer County Clerk and Recorder;
THENCE South 00°21'05" East along the West line of said waterline easement a distance of 249.30 feet to the **POINT OF BEGINNING**;

THENCE continuing South 00°21'05" East along the West line of said waterline easement a distance of 224.92 feet to the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, said point being the beginning point of a curve, said curve being non-tangent to aforesaid line;

THENCE along the Southwesterly line of the second parcel of land described in said Special Warranty Deed for Land, also being along the arc of said curve, which is concave to the Southwest, a distance of 311.07 feet, said curve having a radius of 742.00 feet, a central angle of 24°01'12" and a long chord bearing North 31°15'57" West a distance of 308.79 feet;

THENCE North 89°38'55" East a distance of 118.64 feet;

THENCE South 00°21'05" East a distance of 40.00 feet;

THENCE North 89°38'55" East a distance of 40.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 16,064 sq. ft. or 0.369 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

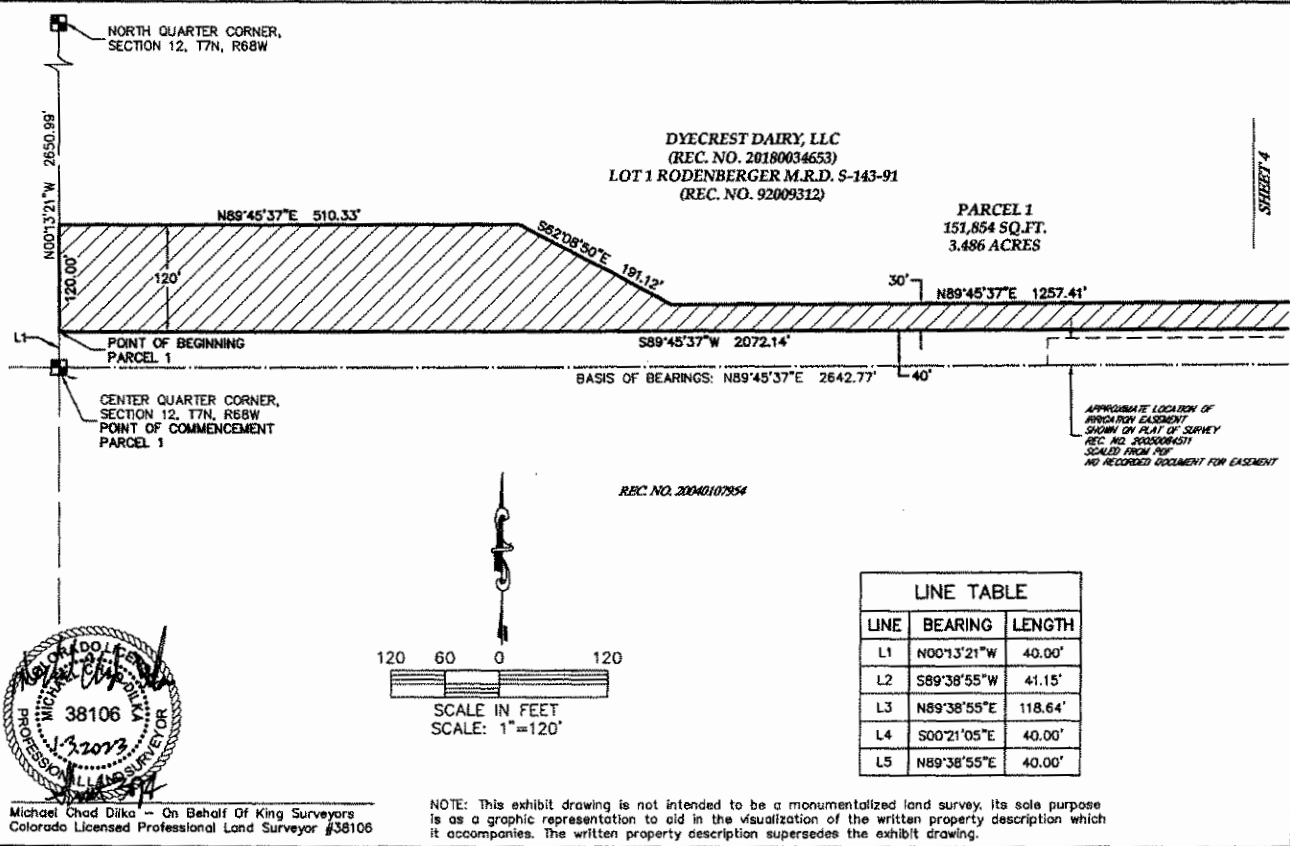
KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



KING SURVEYORS
 630 E. Garden Drive | Windsor, Colorado 80350
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 202000036
 DATE: 1/3/2023
 CLIENT: NWCD
 DWG: ESM1 - DYECREST - TCE
 DRAWN: SMF CHECKED: MCD



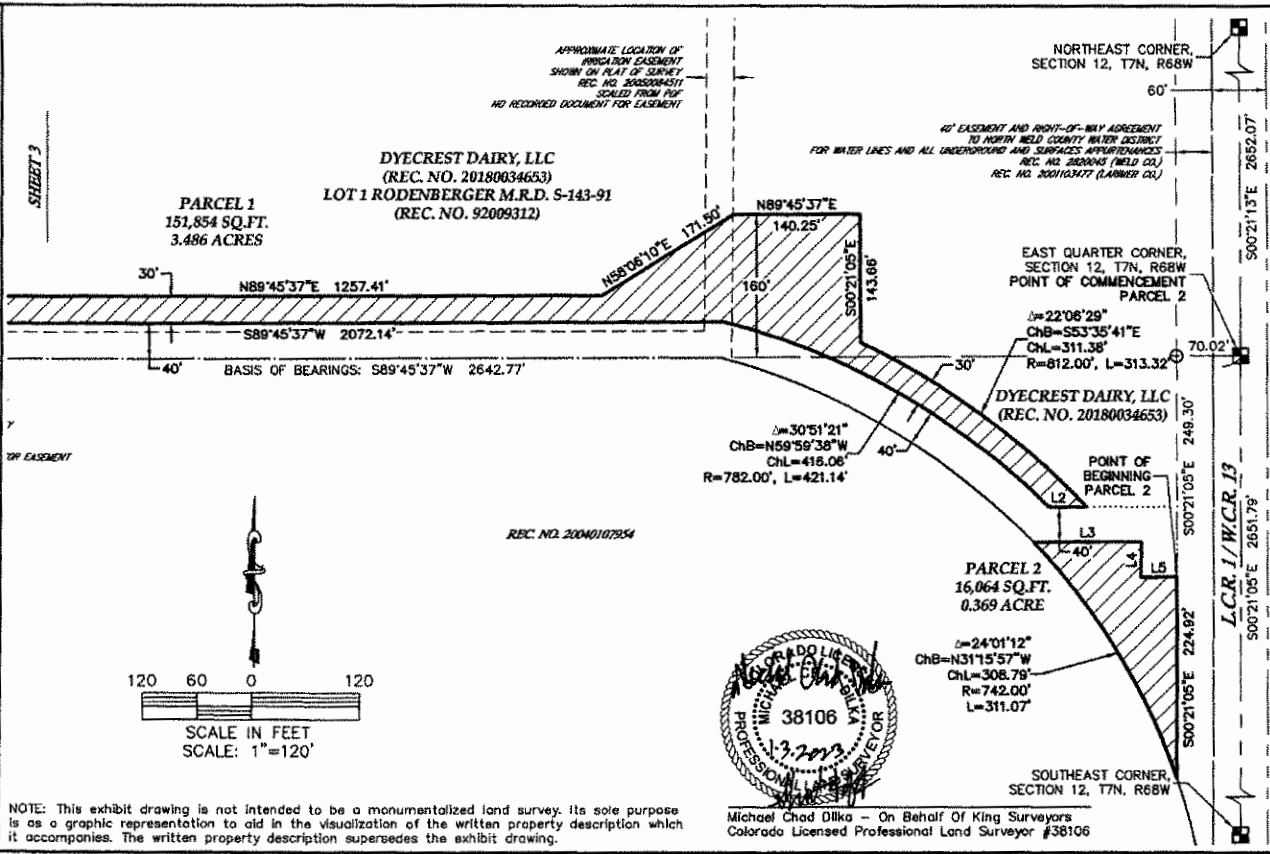
Michael Chad Diika - On Behalf Of King Surveyors
 Colorado Licensed Professional Land Surveyor #38106



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: 1/3/2023
 CLIENT: NW/CND
 DWG: ESM1 - DYECREST - TOE
 DRAWN: SMF CHECKED: MCD

SHEET 3



PROPERTY DESCRIPTION
 EXHIBIT A (4 of 4)
 E1/2 SEC. 12, T7N, R68W

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT (“Agreement”) is made this 17th day of July, 2023, by and between Phillip A. Leffler, whose address is 15730 WCR 66, Greeley, CO 80631 (“Grantor”), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the “District”).

1. Grantor’s Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the “Property”).

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the “Easement”) in, on, under, over, across and upon the real property legally described on Exhibit B-1 and depicted upon Exhibit B-2 attached hereto and incorporated herein by reference (the “Easement Area”).

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the “Improvements”) including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor’s use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District’s activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;

- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level,

without the prior written consent of Grantee;

- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the Easement and Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and

authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

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

GRANTOR:

Phillip A. Leffler

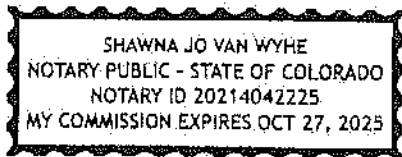
Phillip A. Leffler

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 30th day of June, 2023, by Phillip Leffler, as N/A for N/A.

WITNESS my hand and official seal.

My commission expires: 10/27/2025



Shawna Van Wyhe
Notary Public

THE DISTRICT:

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

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

A parcel located in the NE1/4 of Section 27, T6N, R66W, more particularly described as Lot 2 of the Leffler Minor Subdivision in the City of Greeley, County of Weld, State of Colorado, also known by street address as 15756 WCR 66, Greeley, Colorado 80631.

EXHIBIT "B-1"

North Weld County Water District Permanent Easement

A tract of land located within Lot 2, Leffler Minor Subdivision situate in the Northeast Quarter of Section 27, Township 6 North, Range 66 West of the Sixth Principal Meridian, County of Weld, State of Colorado, being more particularly described as follows:

COMMENCING at the Northwest Corner of Lot 2, Leffler Minor Subdivision; thence along the North Line of said Lot 2 North 89°55'11" East 90.00 feet to the **TRUE POINT OF BEGINNING**;

Thence along said North Line of Lot 2 North 89°55'11" East 30.00 feet;

Thence departing said North Line South 00°04'49" East 15.00 feet to a point on a line that lies 15.00 feet south of and parallel to said North Line of Lot 2;

Thence along said parallel line South 89°55'11" West 30.00 feet;

Thence departing said parallel line North 00°04'49" West 15.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 450 square feet or 0.01 acres, more or less, and is subject to all existing easements and/or rights of way of record.

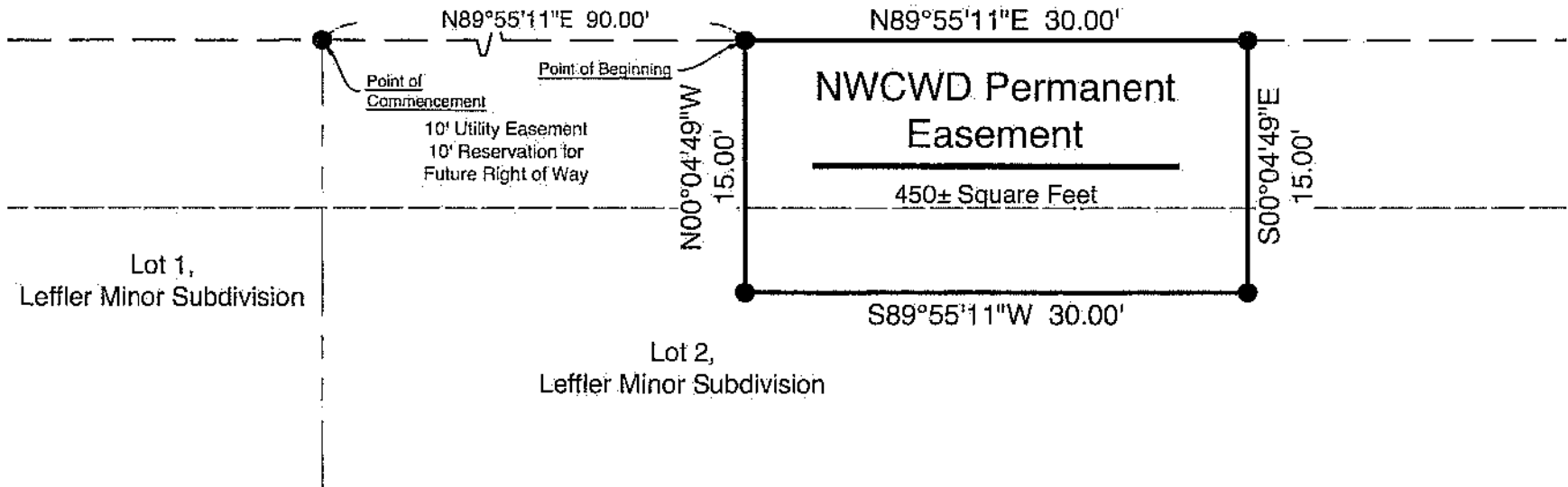


Steven John Stencel
Colorado LS 30462

For and on behalf of:
Intermill Land Surveying, Inc.
1301 North Cleveland Avenue
Loveland, CO 80537
970.669.0516

EXHIBIT B-2

Weld County Road 66



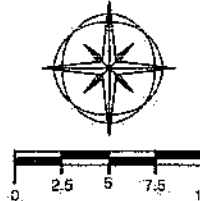
PREPARED BY AND ON BEHALF OF:

INTERMILL LAND SURVEYING, INC.
1301 North Cleveland Avenue
Loveland, Colorado 80537
P: (970) 669-0516

Steven John Stencel
Colorado PLS No. 30462



NORTH



SCALE: 1" = 10'

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY AS A GRAPHIC DEPICTION OF THE ATTACHED LEGAL DESCRIPTION.

PERMANENT WATER EASEMENT AGREEMENT
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this _____ day of _____, 2023, by and between Beth Ann Francis, a trustee of the Kimberling Administrative Trust aka. the Kimberling Living Trust., whose address is 6615 County Road 84, Fort Collins 80524 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a ^{non-exclusive} perpetual easement (the "Easement") in, on, under, over, across and upon the real property legally described on Exhibit B-1 and depicted upon Exhibit B2 attached hereto and incorporated herein by reference (the "Easement Area").

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the "Improvements") including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor's use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District's activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;

- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;
- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written

consent of Grantee;

- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
 - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
 - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
 - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
 - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
 - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
 - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not

prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; ~~and that it will warrant and defend title to the Easement and Easement Area.~~ *BAF*

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriative local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriative local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

(j)

[Remainder of page intentionally left blank]

↳ North Weld County Water District indemnifies the current and any future owners for all claims of third parties arising out of North Weld County Water District's conduct arising out of the exercise of its rights granted by this easement.



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

GRANTOR:

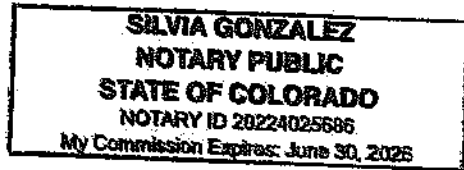
Beth Ann Francisco
Beth Ann Francisco

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this 9th day of May, 2023, by Beth Franco as grantor for Kimberling Trust.

WITNESS my hand and official seal.

My commission expires: 06/30/2023



Silvia Gonzalez
Notary Public

THE DISTRICT:

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

By _____
Tad Stout, President

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tad Stout, as President, of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

The property has two tracts. The easement will be on Tract 2-A shown below.

Legal Description:

Two parcels of land described as New Tract 1-A and New Tract 2-A, according to plat thereof recorded in the official records of Weld County, Colorado at Book 1576, Page 712 on November 12, 1996 and more particularly described as follows:

Tract 1-A

A tract of land situate in the Southeast $\frac{1}{4}$ of Section 6, Township 7 North, Range 67 West of the Sixth P.M., County of Weld, State of Colorado, which, considering the East line of said Southeast $\frac{1}{4}$ as bearing $S00^{\circ}00'00''E$ and with all bearings contained herein relative thereto is contained within the boundary lines which begin at the South $\frac{1}{4}$ Corner of said Section 6, and run thence along the West line of said Southeast $\frac{1}{4}$, $N00^{\circ}27'30''W$ 2597.89 feet to the Center $\frac{1}{4}$ Corner of said Section 6; thence along the North line of said Southeast $\frac{1}{4}$, $N87^{\circ}03'50''E$ 671.06 feet; thence $S01^{\circ}19'10''E$ 2584.67 feet to a point on the South line of said Southeast $\frac{1}{4}$; thence along said South line, $S86^{\circ}06'40''W$ 710.54 feet to the point of beginning, containing 41.0513 acres, more or less, and being subject to a County Road right-of-way over the South 30.00 feet thereof; also known as 6615 Weld County Road 84, Fort Collins, Colorado.

AND

Tract 2-A

A tract of land situate in the Southeast $\frac{1}{4}$ of Section 6, Township 7 North, Range 67 West of the Sixth P.M., County of Weld, State of Colorado, which, considering the East line of said Southeast $\frac{1}{4}$ as bearing $S00^{\circ}00'00''E$ and with all bearings contained herein relative thereto, is contained within the boundary lines which begin at the Southeast Corner of said Section 6, and run thence along the South line of said Southeast $\frac{1}{4}$, $S86^{\circ}06'40''W$ 1745.49 feet; thence $N01^{\circ}19'10''W$ 1122.97 feet; thence $S71^{\circ}24'50''E$ 1864.57 feet to a point on the East line of said Southeast $\frac{1}{4}$; thence along said East line, $S00^{\circ}00'00''E$ 410.00 feet to the point of beginning, containing 30.7939 acres, more or less, and being subject to a County Road right-of-way over the South and East 30.00 feet thereof; also known as 6621 Weld County Road 84, Fort Collins, Colorado.

EXHIBIT B-1

PAGE 1 OF 2

WATER EASEMENT DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, BEING PART OF TRACT 2-A, SUBDIVISION EXEMPTION NO. 602, RECORDED NOVEMBER 12, 1996 AT RECEPTION NO. 2520031, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 2-A; THENCE N86°22'43"E ALONG THE SOUTH LINE OF SAID TRACT 2-A AND ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 6 A DISTANCE OF 242.49 FEET; THENCE N03°37'17"W A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 84, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE N03°37'17"W A DISTANCE OF 21.61 FEET; THENCE N86°22'43"E A DISTANCE OF 30.00 FEET; THENCE S03°37'17"E A DISTANCE OF 21.61 FEET TO A POINT ON SAID NORTH LINE OF COUNTY ROAD 84; THENCE S86°22'43"W ALONG SAID NORTH LINE A DISTANCE OF 30.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 648 SQUARE FEET OR 0.015 ACRE, MORE OR LESS.

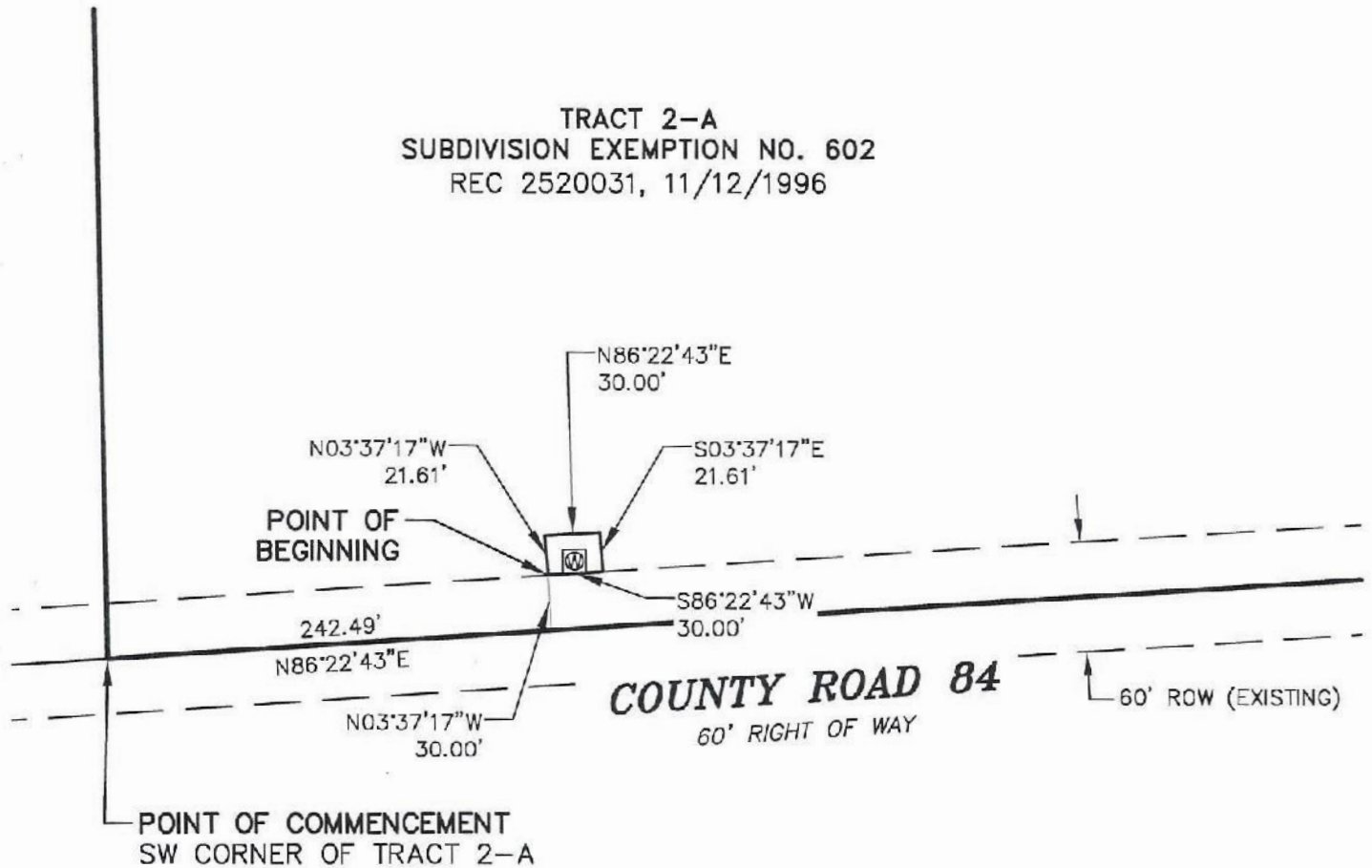
J. P. Ehrhart



EXHIBIT B-2

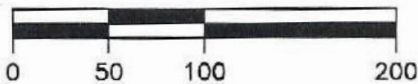
PAGE 2 OF 2

TRACT 2-A
SUBDIVISION EXEMPTION NO. 602
REC 2520031, 11/12/1996



NORTH

SCALE: 1" = 100'



EHRHART
LAND SURVEYING

P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340 • www.coloradols.com

PARCEL EXHIBIT
SITUATED IN THE SE 1/4 OF SEC. 6,
T7N, R67W OF THE 6TH P.M.
WELD COUNTY, COLORADO

DATE:	SCALE	JOB NO.:	DRAWN:	CHECKED:
6/28/23	1"=100'	S215541	OLB	JPE



REPORT TO BOARD OF DIRECTORS

NORTH WELD COUNTY WATER DISTRICT

AUDIT WRAP UP:
YEAR ENDED 12/31/2022

Contents

QUICK ACCESS TO THE
FULL REPORT

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<u>EXECUTIVE SUMMARY</u>	4
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The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Board of Directors and Audit Committee) and, if appropriate, management of the Company, and is not intended and should not be used by anyone other than these specified parties.

Welcome

July 17, 2023

Board of Directors

North Weld County Water District

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. We presented an overview of our plan for the audit of the financial statements of North Weld County Water District (the District) as of and for the year ended December 31, 2022, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the District's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the District and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

BDO. USA. LLP

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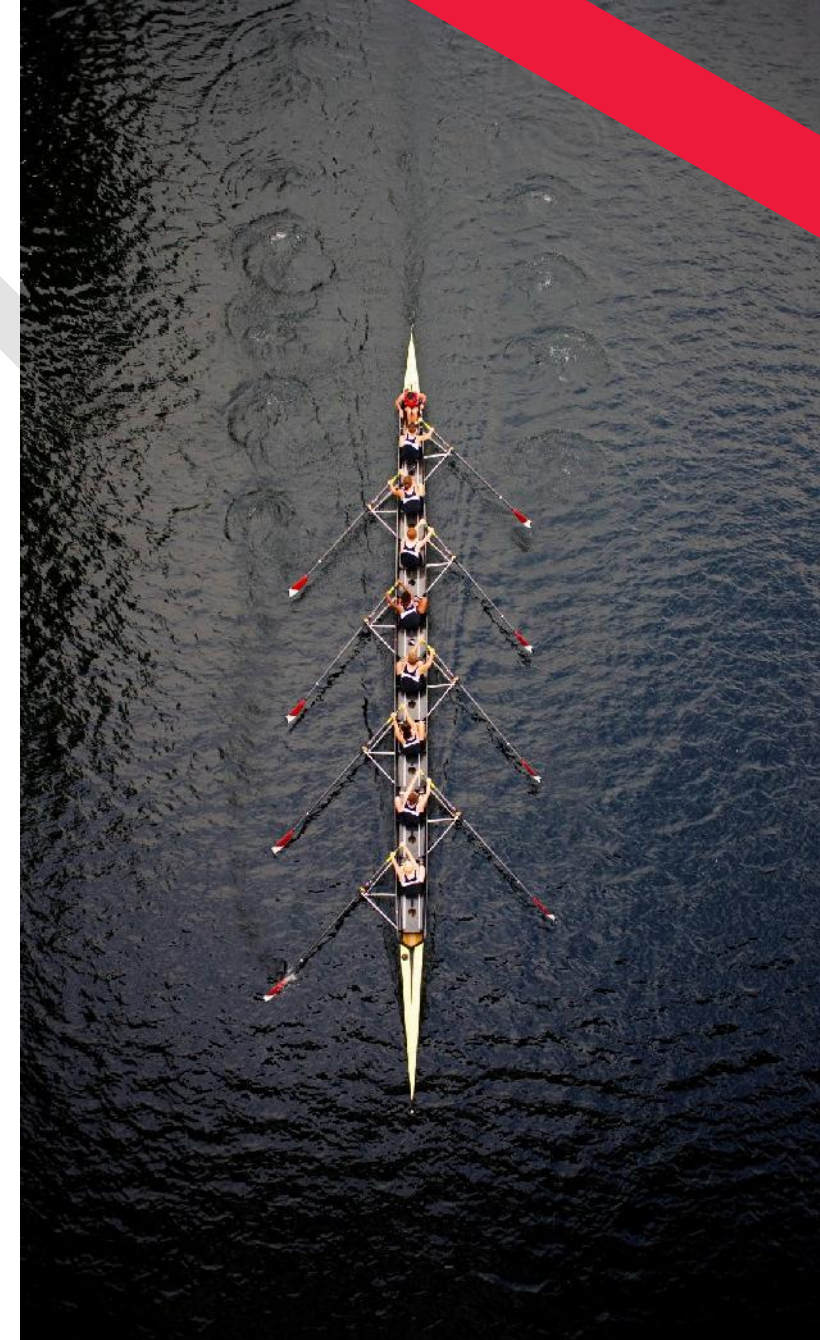
Executive Summary

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Status of Our Audit

We have substantially completed our audit of the financial statements as of and for the year ended December 31, 2022. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our earlier Audit Planning communications.
- We expect to issue an unmodified opinion on the financial statements.
- Our responsibility for other information in documents containing the District's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by the District and consider whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- All records and information requested by BDO were freely available for our inspection.
- Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of District personnel throughout the course of our work.



Results of the Audit

ACCOUNTING PRACTICES, POLICIES, AND ESTIMATES

The following summarizes the more significant required communications related to our audit concerning the District’s accounting practices, policies, and estimates:

The District’s significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- ▶ A summary of recently issued accounting pronouncements is included in Note 1 to the District’s financial statements.
- ▶ The District adopted Governmental Accounting Standards Board (GASB) Statement No. 87, *Leases* (GASB 87), which did not have a significant impact on the District’ financial statements. There were no other changes in significant accounting policies and practices during 2022.

Significant estimates are those that require management’s most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. The District’s significant accounting estimates, including a description of management’s processes and significant assumptions used in development of the estimates, are disclosed in Note 1 of the financial statements.

Significant Accounting Estimates

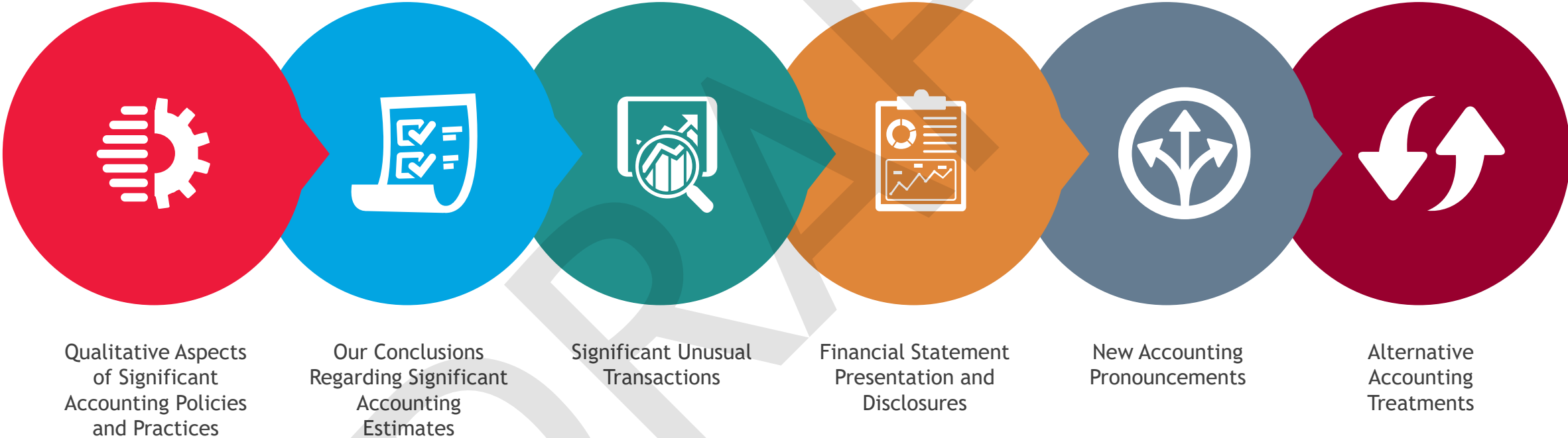
Accounts Receivable and Allowances
Useful Life of Capital Assets

- ▶ Management did not make any significant changes to the processes or significant assumptions used to develop the significant accounting estimates in 2022.

Results of the Audit

QUALITY OF THE DISTRICT'S FINANCIAL REPORTING

A discussion was held regarding the quality of the District's financial reporting, which included:



Results of the Audit

CORRECTED AND UNCORRECTED MISSTATEMENTS

- ▶ Please refer to the schedule of Adjusting Journal Entries (AJEs) for a full list of all corrected misstatements.
- ▶ Please refer to the schedule of Passed Adjusting Journal Entries (PAJEs) for a full list of all corrected misstatements.





Internal Control Over Financial Reporting

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Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion(s) on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the District’s internal control over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Control Deficiency	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the District ’s financial statements will not be prevented, or detected and corrected on a timely basis.

Internal Control Over Financial Reporting

▶ The following material weaknesses were identified:

Material Weakness	Comments
Material Adjusting Journal Entries	During the course of our fieldwork, we proposed material adjustments to the District's accounting records due to improper recording of debt payments and the issuance of the 2022 Revenue Bonds. During our audit test work, we noted the annual debt payments and the issuance of the 2022 Revenue Bonds were not accounted for appropriately for an enterprise which caused revenues to be overstated and liabilities to be understated.

▶ The following significant deficiencies were identified:

Significant Deficiencies	Comments
Unrecorded Liabilities	As part of our procedures over accounts payable, we identified some expenditures were not properly accrued in fiscal year 2022. To ensure the completeness of accounts payable, we recommend the District perform a search for unrecorded liabilities as part of the year-end closing process.
Implementation of GASB 87	During our walkthroughs, it was noted the District did not have updated processes and controls over the identification or reporting of leases under the new Governmental Accounting Standards Board (GASB) Statement No. 87, <i>Leases</i> (GASB 87). Processes and controls in place at the District should have been updated to cover these new considerations/changes to processes as a result of 87 implementation. We strongly recommend the District implement these processes to prevent potential misstatements in future years.



Additional Required Communications

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Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance as part of our Audit Planning communications.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risks of material misstatement, including fraud risks; or tips or complaints regarding the District's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
If applicable, nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of generally accepted accounting principles.
If applicable, significant matters identified by component auditors	During the component auditor's procedures, there were no significant matters identified that were deemed necessary to bring to group management's attention.
Significant findings and issues arising during the audit in connection with the District's related parties	We have evaluated whether the identified related party relationships and transactions have been appropriately identified, accounted for, and disclosed and whether the effects of the related party relationships and transactions, based on the audit evidence obtained, prevent the financial statements from achieving fair presentation.
Significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management	There were no significant findings or issues arising during the audit that were discussed, or were the subject of correspondence, with management

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the District's financial statements or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
Matters that are difficult or contentious for which the auditor consulted outside the engagement team	There were no difficult or contentious matters that we consulted with others outside the engagement team that we reasonably determined to be relevant to those charged with governance regarding their oversight of the financial reporting process.

Other Required Communications


Following is a summary of other required items, along with specific discussion points as they pertain to the District:

Requirement	Discussion Point
If applicable, other matters significant to the oversight of the District's financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the District's financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter.

Independence

Our engagement letter to you dated January 11, 2023, describes our responsibilities in accordance with professional standards and certain regulatory authorities with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the District with respect to independence as agreed to by the District. Please refer to that letter for further information.





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North Weld County Water District

Financial Statements and Supplementary Information

For the Years Ended December 31, 2022 and 2021

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North Weld County Water District

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North Weld County Water District Management's Discussion and Analysis

Management's discussion and analysis is designed to provide an analysis of the financial condition and operating results and to also inform the reader on financial issues and activities of the North Weld County Water District (the "District").

Management's Discussion and Analysis ("MD&A") should be read in conjunction with the District's basic financial statements (beginning on page 13).

2022 Highlights – Business-Type Activities

- On December 31, 2022, the District's net position was \$191,496,463 an increase of \$16,891,085 from the 2021 amount of \$174,605,378. On December 31, 2021, the District's net position was \$174,605,378 an increase of \$12,162,654 from the 2020 amount of \$162,442,724. The District's net position increase was due to acquiring more water rights, construction that is in progress and the decrease of non-current liabilities.
- Operating revenues for 2022 increased by \$4,847,454 from \$16,860,844 in 2021 to \$21,708,298. Operating revenues for 2021 increased by \$3,292,227 from \$13,568,617 in 2020 to \$16,860,844. The District's increase in operating revenue was due to the increase in water sales and new rates. The increase in customers serviced by the District as well as the use of water by our wholesale customers contributed to the increase.
- Total operating expenses in 2022 increased by \$1,123,330 from \$10,737,833 to \$11,861,163. Total operating expenses in 2021 increased by \$417,250 from \$10,320,583 to \$10,737,833. The District's operating expenses have increased due to construction and needed system improvements.
- Total capital assets in 2022 increased by \$9,410,018 from \$173,558,718 to \$182,968,736. Total capital assets in 2021 increased by \$14,626,046 from \$158,932,672 to \$173,558,718.
- Total non-current liabilities increased by \$36,252,743 in 2022, from \$21,906,800 in 2021 to \$58,159,543. Total non-current liabilities decreased by \$2,222,421 in 2021, from \$24,129,221 in 2020 to \$21,906,800.

North Weld County Water District Tap Moratorium

The North Weld County Water District Board of Directors voted in October 2021 to place a moratorium on the sale of new taps and plant investments that continued into 2023. Since the initial tap moratorium, NWCWD has partially lifted the restrictions in certain zones and allowed the sale of taps in a limited number based on models presented to them that would not have an extensive impact on the ability to serve future and current customers.

**North Weld County Water District
Management's Discussion and Analysis**

Using this Annual Report

The financial statements included in this annual report are those of a quasi-municipal corporation and a political subdivision of the State of Colorado engaged only in a business-type activity. As an enterprise fund, the District's basic financial statements include:

Statements of Net Position – reports the District's current financial resources (short-term spendable resources) with capital assets and long-term obligations. (See pages 13-14).

Statements of Revenues, Expenses and Changes in Net Position – reports the District's operating and non-operating revenues, by major source along with operating and non-operating expenses and capital contributions. (See page 15).

Statements of Cash Flows – reports the District's cash flows from operating activities, non-capital financing activities, capital and related financing activities, and investing activities. (See pages 16-17).

The following tables summarize information from these statements.

December 31,	Statements of Net Position		
	2022	2021	2020
Current assets	\$26,883,097	\$21,263,662	\$21,886,048
Restricted assets	42,799,926	4,321,345	8,313,146
Capital assets, net	182,968,736	173,558,718	158,932,672
Other assets	189,911	211,176	233,473
Deferred outflows of resources	-	-	-
Total Assets and Deferred Outflows of Resources	\$252,841,670	\$199,354,901	\$189,365,339
Current liabilities	\$3,185,664	\$2,842,723	\$2,793,394
Non-current liabilities	58,159,543	21,906,800	24,129,221
Total Liabilities	\$61,345,207	\$24,749,523	\$26,922,615
Net position			
Net investment in capital assets	\$122,974,206	\$149,867,506	\$133,220,394
Restricted:			
Operations and Maintenance	42,799,926	4,321,345	8,313,146
Unrestricted	25,722,331	20,416,527	20,909,184
Total Net Position	\$191,496,463	\$174,605,378	\$162,442,724

Capital assets increased by \$9,410,018 during 2022, compared to an increase of \$14,626,046 in 2021 and \$29,470,584 in 2020.

**North Weld County Water District
Management's Discussion and Analysis**

Review of Revenue

Years Ended December 31,	2022	2021	2020
Operating Revenue			
Water Sales	\$21,382,156	\$16,463,770	\$13,278,380
Construction Water	<u>326,142</u>	<u>397,074</u>	<u>290,237</u>
Total operating revenue	\$21,708,298	\$16,860,844	\$13,568,617
Non-operating revenues			
Earnings on investments	780,724	2,997	143,264
Other non-operating income	246,059	85,037	123,113
Gain on disposal of capital assets	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating revenue	1,026,783	88,037	266,377
Total revenue	<u>\$22,735,081</u>	<u>\$16,948,881</u>	<u>\$13,834,994</u>

Water sales were \$21,382,156 of budgeted meter sales. Water sales from construction meters decreased from \$397,074 in 2021, to \$326,142 a decrease of \$70,932. Water sales from construction meters increased from \$290,237 in 2020, to \$397,074 in 2021, an increase of \$106,837.

Review of Expenses

Years Ending December 31,	2022	2021	2020
Administrative	\$2,233,343	\$1,825,409	\$2,060,704
Distribution	7,737,047	7,094,729	6,586,864
Depreciation	<u>1,890,773</u>	<u>1,817,695</u>	<u>1,673,015</u>
Total operating expenses	11,861,163	\$10,737,833	\$10,320,583
Interest expense	<u>1,117,378</u>	<u>689,673</u>	<u>793,508</u>
Total expenses	<u>\$12,978,541</u>	<u>\$11,427,506</u>	<u>\$11,114,091</u>

Operating expenses were \$11,861,163 of the total expenditures as shown on the budgetary comparison schedule including depreciation of \$1,890,773.

**North Weld County Water District
Management's Discussion and Analysis**

Capital Contribution

<u>Years Ending December 31,</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Tap fees – customers	\$3,453,950	\$1,790,750	\$2,478,123
Meter set fees	176,255	206,075	172,000
Reimbursement for water rights	2,367,250	3,495,026	8,224,718
Distance fees	403,725	359,400	926,730
Reimbursement for line extension	737,615	785,031	1,138,756
Water storage	-	-	-
Miscellaneous	(4,250)	5,000	-
Net capital contributions	<u>\$7,134,545</u>	<u>\$6,641,282</u>	<u>\$12,940,327</u>

Contributed capital was \$7,134,545 of the total revenues as shown on the budgetary comparison schedule.

Capital Assets, Net of Depreciation

<u>Years Ending December 31,</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Transmission and distribution system	\$83,274,480	\$78,865,986	\$77,820,765
Facilities	1,667,567	1,644,153	1,644,153
Vehicle and field equipment	2,389,047	2,204,382	2,134,534
Other	78,221	78,221	78,221
Total depreciable assets	<u>87,409,315</u>	<u>82,792,742</u>	<u>81,677,673</u>
Less: accumulated depreciation	<u>(31,738,738)</u>	<u>(29,847,965)</u>	<u>(28,030,270)</u>
Total depreciable assets, net	55,670,577	52,944,777	53,647,403
SCWTA Treatment Capacity	22,849,610	22,849,610	18,130,412
Land, easements, and water rights	104,425,836	94,928,149	87,092,881
Construction in progress	<u>22,713</u>	<u>2,836,182</u>	<u>61,976</u>
Total capital assets, net	<u>\$182,968,736</u>	<u>\$173,558,718</u>	<u>\$158,932,672</u>

Major capital asset additions in 2022 were:

Water Rights	\$8,942,000
Gravel Pits – Storage	428,786
Easements & Land Acquisition	126,901
Construction in Progress	22,713
New Construction	1,195,520
Meter Sets	793,657
Vehicle – Equipment	184,665
Storage Tank Improvements	321,561
Pump Station Improvements	50,761
	<u>\$12,066,564</u>

**North Weld County Water District
Management's Discussion and Analysis**

Construction in Progress

The following projects will be ongoing in 2023:

- Newt 3
- Eaton Pipeline Phase 2
- Eaton Pipeline Phase 3
- Harmony Interconnect
- County Line Road Line Lowering
- CR 84 & CR 15 Water Line Replacement
- Tank 1 42" Fill Line
- Tank 4 Rehab
- Tank 5 Rehab
- Tank 7 Rehab

Debt Administration

On December 31, 2022, the District had \$54,556,225 in outstanding debt obligations, an increase of \$32,498,359 from 2021. In 2021, the District's outstanding debt decreased by \$2,343,022, from \$24,400,888 in 2020 to \$22,057,866 in 2021. The increase in 2022 was due to the issuance of the 2022 revenue bond.

	Beginning Balance	Additions	Retirements	Ending Balance
2012 refunding revenue bonds	\$ 3,090,000	\$ -	\$ 1,515,000	\$ 1,575,000
2019 revenue bonds	16,160,000	-	-	16,160,000
2020 refunding revenue bonds	3,450,000	-	400,000	3,050,000
2022 revenue bonds	-	34,615,000	-	34,615,000
Compensated absences	130,588	118,463	99,038	150,013
Total	22,830,588	\$ 34,733,463	\$ 2,014,038	55,550,013
Current portion of long-term debt	(1,915,000)			(1,985,000)
Net bond premiums	1,142,278			991,212
Total non-current liabilities	\$ 22,057,866			\$ 54,556,225

**North Weld County Water District
Management's Discussion and Analysis**

Customer Classification, Water Rates, Revenue and Consumption

The District currently provides water service to 6,464 taps, 94%, of which, are standard. All water service is metered and read electronically. The following table is a breakdown of water consumption and revenue billed by customer class in 2022.

<u>Classification</u>	<u>2022 Water Consumption (Per 1000 Gal.)</u>	<u>Percent of Total</u>	<u>Total Billed in 2022</u>	<u>Percent of Total</u>
Residence Only	15,845	0.47%	81,416	0.39%
Standard	582,361	17.43%	2,658,350	12.60%
Standard ½	62,125	1.86%	326,946	1.55%
Standard ¾	15,160	0.45%	71,725	0.34%
Flow Control	154,370	4.62%	478,376	2.27%
Commercial	1,121,241	33.57%	4,634,495	21.96%
Municipal	1,168,718	34.99%	3,340,225	15.83%
Conservation Blue	141,921	4.25%	701,439	3.32%
Fire Meters	258	0.01%	5,006	0.02%
Non-Potable Meters	78,226	2.34%	117,339	0.56%
Unset Meters	-	-	4,061	0.02%
Adjustments	-	-	2,020	0.01%
Surcharges (PI)	-	-	3,551,492	16.83%
Surcharges (W)	-	-	5,130,584	24.31%
Total	3,340,225	100%	21,103,473	100%

Basic Service Fees, Rates and Changes

The District has established a schedule of rates, fees and charges for the connection to and use of District facilities. State law provides that, until paid, all such rates, fees, tolls and charges constitute a perpetual lien on and against the property served. User charges are billed according to customer classification and usage. Each customer is subject to a minimum monthly charge, which begins when the meter is set. If the meter is not set within 12 months after purchase of the tap, a monthly charge is assessed.

In establishing the current rate schedule, it was determined that the rate must both pay for increasing operating costs, including debt service, and allow for some system deferred maintenance funds while not overburdening District customers on the lower end of the usage scale with excessive rates. The following table is a comparison of basic service fees for a Standard Tap (Class 1). The 2019 rates increased from \$3.29 to \$3.39. Monthly minimum for usage between 0-6 (Kgals) was \$20.34. The 2020 rates increased from \$3.39 to \$3.73. Monthly minimum for usage between 0-6 (Kgals) was \$22.38. The 2021 rates increased from \$3.73 to \$3.88. Monthly minimum for usage between 0-6 (Kgals) was \$23.28. The 2022 rates increased from \$3.88 to \$4.15. Monthly minimum for usage between 0-6 (Kgals) was \$24.90. The 2023 rates increased from \$4.15 to \$4.44. Monthly minimum for usage between 0-6 (Kgals) is \$26.64.

**North Weld County Water District
Management's Discussion and Analysis**

Comparative Residential System User Charges 2019 - 2023

	January 2019	January 2020	January 2021	January 2022	January 2023
Monthly Minimum Usage (Kgals) 0-6	\$20.34	\$22.38	\$23.28	\$24.90	\$26.64
6 and greater	\$3.39	\$3.73	\$3.88	\$4.15	\$4.44

Comparative Town's User Charges 2018-2022

75% Residential Rate	\$2.54	\$2.80	\$2.91	\$3.11	\$3.33
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Tap Fees

The District charges tap fees to recover costs of system acquisition, construction and expansion. A tap fee is a one-time charge that must be paid in full before the meter will be installed and the account is considered active. The District's tap fee is calculated based upon plant investment fee, distance fee, raw water fee and storage fee. Effective July 1, 2018 the storage fee is no longer a requirement.

The total tap fee for a Water Class 1 and Plant Investment Class 1 is; cash in lieu - raw water for 2022 was \$62,500, approximately the cost of 1 unit of CBT. The plant investment was \$17,650, a distance fee of \$300 per mile from the District's main tank site at Highway 14 and Highway 257 to the property following section lines with a minimum of 5 miles or \$1,500, and a meter pit installation which averages \$1,850.

In 2010, the District made Conservation Blue Taps available to customers purchasing a new tap. A Conservation Blue Tap allows the customer to purchase a tap and not pay the plant investment fee nor pay the distance fee. These taps are automatically in the plant investment surcharge as soon as usage occurs. With the purchase of Conservation Blue Taps, the number of plant investments will decrease while water class allocations will increase.

Per Resolution 20180813-02 – Elimination of Conservation Blue Taps, effective August 13, 2018, Conservation Blue Taps are only available to certain pending subdivisions that have already received conditional or final approval from the District. Plat for such subdivisions shall be recorded on or before August 13, 2019 and the taps, including payment or transfer of water, as applicable, shall be purchased on or before August 13, 2023. With the Elimination of Conservation Blue Taps, the number of plant investments will increase, but at a slower rate than water class allocations through 2023 (approved subdivisions). After 2023, plant investments and water class allocations will level out.

**North Weld County Water District
Management's Discussion and Analysis**

Historical Plant Investment Collections

Year	Number of PIs	Tap Fee Revenue
2016	120.25	\$939,375
2017	250.25	\$1,876,875
2018	299.50	\$2,246,250
2019	188.75	\$1,606,125
2020	260.84	\$2,478,065
2021	188.50	\$1,790,750
2022	195.69	\$3,453,950

Capital Improvement Plan

The five-year capital improvement plan (CIP) for the period 2023 thru 2027 is driven by the growth within the District and Northern Colorado. The CIP for this report is split into the following categories and amounts for each category:

Project	Proposed CIP					Total
	2023	2024	2025	2026	2027	
Main Transmission Lines, Meters, Tanks, Distribution Lines and Pump Stations	\$17,989,700	\$17,620,500	\$17,075,396	\$9,080,390	\$5,585,484	\$67,351,470
Water Resources	10,070,000	6,560,000	6,560,000	6,560,000	6,560,000	36,310,000
Land /Easements	180,000	180,000	180,000	180,000	180,000	900,000
Total	\$28,239,700	\$24,360,500	\$23,815,396	\$15,820,390	\$12,325,484	<u>\$104,561,470</u>

Upcoming expenditures are to expand and improve the piping network and storage capabilities of the District.

North Weld County Water District Management's Discussion and Analysis

Contracts and Agreements

The District is a party to contracts and cooperative agreements concerning the financing, acquisition, construction, operation, maintenance, and use of certain water facilities.

Economic and Other Factors

Overall, the District has shown increases in water revenues and tap sales as a result of continued growth throughout the District, the Towns served by the District, and generally in Weld and Larimer counties. Operating expenses have increased due to construction and needed system improvements but will assure future water revenues and tap sales to be generated.

Land use, zoning and management procedures and policies as established by Weld and Larimer County will materially affect the extent of future growth and development within the District.

Financial Contact

The District's financial statements are designed to present users with a general overview of the District's finances and to demonstrate the District's accountability. If you have any questions about the report or need additional financial information please contact Eric Reckentine, District Manager, North Weld County Water District, P.O. Box 56, Lucerne, CO 80646.

DRAFT

Basic Financial Statements

DRAFT

North Weld County Water District

Statements of Net Position

<i>December 31,</i>	2022	2021
Assets		
Current assets		
Cash and cash equivalents	\$ 23,874,568	\$ 18,403,729
Receivables	1,174,450	1,271,776
Inventories	1,756,572	1,478,133
Prepaid items	77,507	110,024
Total current assets	26,883,097	21,263,662
Non-current assets		
Restricted assets		
Cash and cash equivalents	42,799,926	4,321,345
Total restricted assets	42,799,926	4,321,345
Capital assets, net		
Transmission and distribution system	83,274,480	78,865,986
Facilities	1,667,567	1,644,153
Vehicles and field equipment	2,389,047	2,204,382
Other	78,221	78,221
Total depreciable assets	87,409,315	82,792,742
Less: accumulated depreciation	(31,738,738)	(29,847,965)
Total depreciable assets, net	55,670,577	52,944,777
SCWTA Treatment Capacity	22,849,610	22,849,610
Land, easements, and water rights	104,425,836	94,928,149
Construction in progress	22,713	2,836,182
Total capital assets, net	182,968,736	173,558,718
Other assets		
Debt insurance costs, net of \$78,391 and \$76,705 in accumulated amortization	189,911	211,176
Total other assets	189,911	211,176
Total non-current assets	225,958,573	178,091,239
Total assets	252,841,670	199,354,901

(Continued).

North Weld County Water District
Statements of Net Position
(Continued)

<i>December 31,</i>	2022	2021
Liabilities		
Current liabilities		
Current portion of long-term debt	1,985,000	1,915,000
Accounts payable	773,060	658,397
Accrued expenses	427,604	269,326
Total current liabilities	3,185,664	2,842,723
Non-current liabilities		
Compensated absences	150,013	130,588
Long-term debt, net	58,009,530	21,776,212
Total non-current liabilities	58,159,543	21,906,800
Total liabilities	61,345,207	24,749,523
Net position		
Net investment in capital assets	122,974,206	149,867,506
Restricted:		
Operations and maintenance reserves	42,799,926	4,321,345
Unrestricted	25,722,331	20,416,527
Total net position	\$ 191,496,463	\$ 174,605,378

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Statements of Revenues, Expenses and Changes in Net Position

<i>For the Years Ended December 31,</i>	2022	2021
Operating revenues		
Water sales - treated	\$ 21,382,156	\$ 16,463,770
Construction water	326,142	397,074
Total operating revenues	21,708,298	16,860,844
Operating expenses		
Administrative	2,233,343	1,825,409
Distribution	7,737,047	7,094,729
Depreciation	1,890,773	1,817,695
Total operating expenses	11,861,163	10,737,833
Operating income	9,847,135	6,123,011
Non-operating revenues (expenses)		
Earnings on investments	780,724	2,997
Other non-operating income	246,059	85,037
Interest expense	(1,117,378)	(689,673)
Total non-operating expenses	(90,595)	(601,639)
Other non-operating revenues	9,756,540	5,521,372
Capital contributions	7,134,545	6,641,282
Change in net position	16,891,085	12,162,654
Net position at beginning of year	174,605,378	162,442,724
Net position at end of year	\$ 191,496,463	\$ 174,605,378

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Statements of Cash Flows

<i>For the Years Ended December 31,</i>	2022	2021
Cash flows from operating activities		
Cash received from customers	\$ 21,805,624	\$ 16,615,724
Cash paid to suppliers and vendors	(7,679,180)	(7,253,015)
Cash paid to employees	(2,244,766)	(2,230,074)
Net cash flows from operating activities	11,881,678	7,132,635
Cash flows from non-capital financing activities		
Other non-operating revenues	246,059	85,037
Net cash flows from non-capital financing activities	246,059	85,037
Cash flows from capital and related financing activities		
Capital contributions	7,134,545	6,641,282
Principal paid on long-term debt	(1,915,000)	(1,870,000)
Interest paid	(1,231,086)	(818,442)
Proceeds from issuance of debt	38,353,291	-
Acquisition of land, easements and water rights	(9,497,687)	(7,835,268)
Acquisition and construction of capital assets	(1,803,104)	(8,608,473)
Net change in restricted cash and cash equivalents restricted for bond reserves	(38,478,581)	3,991,801
Net cash flows used by capital and related financing activities	(7,437,622)	(8,499,100)
Cash flows from investing activities		
Earnings on investments	780,724	2,997
Net cash flows from investing activities	780,724	2,997
Net change in cash and cash equivalents	5,470,839	(1,278,431)
Cash and cash equivalents at beginning of year	18,403,729	19,682,160
Cash and cash equivalents at end of year	\$ 23,874,568	\$ 18,403,729

(Continued)

North Weld County Water District
Statements of Cash Flows
(Continued)

<i>For the Years Ended December 31,</i>	2022	2021
Reconciliation of operating income to net cash flows from operating activities:		
Operating income	\$ 9,847,135	\$ 6,123,011
Adjustments to reconcile operating income to net cash flows from operating activities:		
Depreciation	1,890,773	1,817,695
Changes in assets and liabilities:		
Receivables	97,326	(245,120)
Inventories	(278,439)	(380,192)
Prepaid items	32,517	(30,733)
Accounts payable	114,663	70,390
Accrued expenses	158,278	(66,061)
Compensated absences	19,425	(156,355)
Net cash flows from operating activities	\$ 11,881,678	\$ 7,132,635
Noncash investing, capital and financing activities:		
Amortization of bond premium	\$ 134,973	\$ 151,066
Amortization of bond insurance	\$ 21,265	\$ 22,297

The accompanying notes are an integral part of these financial statements.

North Weld County Water District

Notes to Financial Statements

1. Summary of Significant Accounting Policies

Form of Organization

The North Weld County Water District (the “District”) is organized under the provisions of Section 32-1-305 (6) of the Colorado Revised Statutes (“CRS”). The District was organized on November 28, 1962, as a quasi-municipal corporation and political subdivision of the State of Colorado and is governed pursuant to the provisions of the Colorado Special District Act.

The financial statements of the District have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) as applied to government units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing governmental accounting and financial principles. The District’s significant accounting policies are described below.

Reporting Entity

As defined by GAAP established by the GASB, the financial reporting entity consists of the primary government, as well as component units, which are legally separate organizations for which elected officials of the primary government are financially accountable. Financial accountability is defined as:

- 1) Appointment of a voting majority of the component unit’s board, and either, a) the ability to impose its will by the primary government, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or
- 2) Fiscal dependency on the primary government.

Based on the above criteria, there are no other organizations that would be considered component units of the District.

Basic Financial Statements

The District is a special-purpose government engaged only in business-type activities. As such, enterprise fund financial statements are presented.

Basis of Accounting

Proprietary funds, which include enterprise funds, are accounted on a flow of economic resources measurement focus using the accrual basis of accounting. Therefore, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources associated with the operation of this fund are included on the Statement of Net Position. Revenues and expenses are recorded in the accounting period in which they are earned or incurred, and they become measurable. Net position is segregated into amounts invested in capital assets, restricted for operations and maintenance reserves and bond proceeds, and unrestricted. Proprietary fund-type operating statements present increases (e.g., revenues) and decreases (e.g., expenses) in total net position. Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration.

North Weld County Water District

Notes to Financial Statements

Budgets and Budgetary Accounting

An annual budget and appropriation resolution is adopted by the Board of Directors (the “Board”) in accordance with state statutes. The budget is prepared on a basis consistent with GAAP except that capital asset additions and principal payments are budgeted as expenditures and debt proceeds are budgeted as revenues.

The budget process timeline is as follows:

1. On or before October 15, the District staff submits to the Board a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at regular Board meetings to obtain public comments.
3. Prior to December 31, the budget is adopted by the Board.
4. Unused appropriations lapse at the end of each year.

The following is a summary if the original budgeted expenditures, total revisions, and revised budgeted expenditures for fiscal year 2022:

	Original Budget	Total Revisions	Revised Budget
Enterprise Fund	\$ 38,805,345	\$ -	\$ 38,805,345

Cash and Cash Equivalents

The District considers all highly liquid investments purchased with an original maturity of three months or less to be cash equivalents. Short term investments, consisting of funds invested in a local government investment pool (Note 2) are considered to be cash equivalents and are measured at net asset value, which approximates fair value.

Receivables and Allowance for Doubtful Accounts

The District’s receivables are due from commercial and residential customers within the District’s service area. The District’s policy for collections is limited to the right to discontinue service and to place liens on property. In 2020, the District adopted a policy allowing for the certification of delinquent accounts to the County Treasurer for collection - Resolution 20201214-07: Establishing Guidelines for the Processing and Collection of Delinquent Fees and Charges. The District had no allowance for doubtful accounts at December 31, 2022 and 2021.

Inventories

Inventories, consisting primarily of operating supplies for water meter repair and installation, have been valued at cost, using the first-in first-out method of accounting.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

North Weld County Water District

Notes to Financial Statements

Capital Assets

Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their estimated fair value on the date donated. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset's life are expensed.

Depreciation of capital assets is charged as an expense against operations. Depreciation has been provided over the estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Description	Estimated Lives
Facilities	40 years
Transmission and distribution system	10-100 years
Vehicles and field equipment	5-10 years
Other	5-20 years

Joint Venture

Prior to February 1, 2017, the District was a participant with East Larimer County Water District ("ELCO") and Ft. Collins/Loveland Water District ("FLWD") in a joint venture to operate Soldier Canyon Filter Plant (the "Plant"), the filter plant from which the District, ELCO and FLWD purchase 100% of their water. Each district was charged for their respective share of the water purchased from the Plant, and for capital improvements made at the Plant on a periodic basis. Major capital improvements to the Plant were funded by the individual districts independently and included in each of the district's capital assets. As such, the depreciation expense for these assets was also reflected in the financial statements of the District, ELCO and FLWD. The District's net investment and its share of the operating results of the Plant were reported in the accompanying Statements of Net Position, and Statements of Revenues, Expenses and Changes in Net Position.

On February 1, 2017, the District transferred all of the Filter Plant assets to a new entity, Solider Canyon Water Treatment Authority (the "Authority"). In exchange for the District's share of the Plant assets, the District received treatment capacity share of 16.238 MGD or 36.084%. The treatment capacity is considered an intangible asset with an indefinite life and is included in capital assets. Complete financial statements for the Authority may be obtained from the Authority's administrative office at 4424 LaPorte Avenue, Ft. Collins, Colorado 80521.

Debt Issuance Costs

Debt issuance costs, other than prepaid insurance costs, are recognized as an expense during the period of issuance. Prepaid insurance costs paid as part of debt issuance costs are reported as an asset and are amortized to interest expense over the life of the debt using the effective interest method.

Debt Related Deferrals

Premiums and discounts and losses on refunding are deferred and amortized to interest expense over the life of the debt using the effective interest method. The net premiums and discounts are presented as an adjustment to the face amount of the debt. Deferred losses on refunding are reflected as a deferred outflow of resources in the accompanying Statements of Net Position.

North Weld County Water District

Notes to Financial Statements

Compensated Absences

Obligations associated with the District's vacation policy are recorded as a liability and expense when earned to the extent that such benefits vest to the employee. The amount of the accrued and unpaid balance due under this policy is considered a long-term liability.

The District has recorded a liability of \$150,013 and \$130,588 at December 31, 2022 and 2021, respectively.

Net Position

Net position is classified in the following categories:

Net Investment in Capital Assets - This category groups all capital assets into one component of net position. Accumulated depreciation of these assets and related debt balances reduce this category.

Restricted Net Position - This category presents external restrictions imposed by creditors, grantors, contributors or laws or regulations of other governments and restriction imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position - This category represents the net position of the District which is not restricted for any project or other purpose. A deficit will require future funding.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Revenue Recognition

Revenues are recognized when earned. Metered water accounts are read and billed monthly on 30 day cycles. There were no significant unbilled revenues at December 31, 2022 and 2021.

Operating Revenues and Expenses

The District distinguishes between operating revenues and expenses and non-operating items in the Statements of Revenues, Expenses and Changes in Net Position. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the District's purpose of providing water services to its customers. Operating revenues consist of charges to customers for services provided. Operating expenses include the cost of service, administrative expenses, and depreciation of assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses or capital contributions.

North Weld County Water District

Notes to Financial Statements

Capital Contributions

Contributions of cash, transmission lines and water rights to the District by developers, customers or by agreements with others are treated as capital contributions on the District's Statements of Revenues, Expenses and Changes in Net Position.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. Cash and Cash Equivalents

Custodial Credit Risk - Deposits

Colorado state statutes govern the entity's deposits of cash. For deposits in excess of federally insured limits, Colorado Revised Statutes require the depository institution to maintain collateral on deposit with an official custodian (as authorized by the State Banking Board). The Colorado Public Deposit Protection Act ("PDPA") requires state regulators to certify eligible depositories for public deposit. PDPA requires the eligible depositories with public deposits in excess of the amounts insured by the Federal Deposit Insurance Corporation ("FDIC") to create a single institutional collateral pool of obligations of the State of Colorado or local Colorado governments and obligations secured by first lien mortgages on real property located in the state. The pool is to be maintained by another institution or held in trust for all uninsured public deposits as a group. The market value of the assets in the pool must be at least 102% of the uninsured deposits. At December 31, 2022 and 2021, the District had deposits with a financial institution with a carrying amount of \$1,227,418 and \$1,558,722, respectively. The bank balances with the financial institution were \$1,357,932 and \$2,819,232, respectively, of which \$250,000 was covered by federal depository insurance. The remaining balances of \$1,107,932 and \$2,569,232, respectively, were collateralized with securities held by the financial institutions' agents but not in the District's name ("PDPA").

Investments

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which special districts may invest which include:

- Certificates of deposit with an original maturity in excess of three months
- Certain obligations of the United States and U.S. Government agency securities
- Certain international agency securities
- General obligation and revenue bonds of U.S. local government entities
- Banker's acceptance of certain banks
- Commercial paper
- Written repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

North Weld County Water District

Notes to Financial Statements

Interest Rate Risk

The District does not have a formal written investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates; however, the District adheres to state statutes. Colorado Revised Statutes limit investment maturities to five years or less from the date of purchase.

Local Government Investment Pools

At December 31, 2022 and 2021, the District had invested \$27,061,740 and \$21,166,152, respectively, in the Colorado Local Government Liquid Asset Trust (the "Trust"), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commission administers and enforces all State statutes governing the Trust. The Trust operates similarly to a money market fund and each share is equal in value to \$1. The Trust offers shares in two portfolios, COLOTRUST PRIME and COLOTRUST PLUS+. COLOTRUST PRIME invests only in U.S. Treasury and government agencies. COLOTRUST PLUS+ can invest in U.S. Treasury, government agencies, and in the highest-rate commercial paper. A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as a safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. The Trust is rated AAAM by Standard and Poor's and is measured at net asset value. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

The District had cash and cash equivalents balances, including restricted cash and cash equivalents as follows:

<i>December 31,</i>	2022	2021
Cash on hand	\$ 200	\$ 200
Cash on deposit with financial institution	1,227,418	1,558,722
Local government investment pool	27,061,740	21,166,152
Total cash and cash equivalents	\$ 28,289,358	\$ 22,725,074

Cash and cash equivalents balances are reflected on the Statements of Net Position as follows:

<i>December 31,</i>	2022	2021
Cash and cash equivalents	\$ 23,874,568	\$ 18,403,729
Restricted cash and cash equivalents	42,799,926	4,321,345
Total cash and cash equivalents	\$ 66,674,494	\$ 22,725,074

3. Restricted Assets

Amounts shown as restricted assets have been restricted by bond indentures to be used for specified purposes. As of December 31, 2022 and 2021, the District had cash of \$42,799,926 and \$4,321,345 restricted for operations and maintenance and unspent bond proceeds.

North Weld County Water District

Notes to Financial Statements

4. Capital Assets

The following is a summary of capital asset activity for the year ended December 31, 2022:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land, easements, and water rights	\$ 94,928,149	\$ 9,497,687	\$ -	\$ 104,425,836
SCWTA Treatment Capacity	22,849,610	-	-	22,849,610
Construction in progress	2,836,182	22,713	(2,836,182)	22,713
Total capital assets, not being depreciated	120,613,941	9,520,400	(2,836,182)	127,298,159
Capital assets, being depreciated:				
Transmission and distribution system	78,865,986	4,408,494	-	83,274,480
Facilities	1,644,153	23,414	-	1,667,567
Vehicles and field equipment	2,204,382	184,665	-	2,389,047
Other	78,221	-	-	78,221
Total capital assets, being depreciated	82,792,742	4,616,573	-	87,409,315
Less accumulated depreciation for:				
Transmission and distribution system	(27,637,789)	(1,673,412)	-	(29,311,201)
Facilities	(485,334)	(41,153)	-	(526,487)
Vehicles and field equipment	(1,646,621)	(176,208)	-	(1,822,829)
Other	(78,221)	-	-	(78,221)
Total accumulated depreciation	(29,847,965)	(1,890,773)	-	(31,738,738)
Total capital assets, being depreciated, net	52,944,777	2,725,800	-	55,670,577
Capital assets, net	\$ 173,558,718	\$ 12,246,200	\$ (2,836,182)	\$ 182,968,736

North Weld County Water District

Notes to Financial Statements

The following is a summary of capital asset activity for the year ended December 31, 2021:

	Beginning Balance	Additions	Deletions	Ending Balance
Capital assets, not being depreciated:				
Land, easements, and water rights	\$ 87,092,881	\$ 7,835,268	\$ -	\$ 94,928,149
SCWTA Treatment Capacity	18,130,412	4,719,198	-	22,849,610
Construction in progress	61,976	2,774,206	-	2,836,182
Total capital assets, not being depreciated	105,285,269	15,328,672	-	120,613,941
Capital assets, being depreciated:				
Transmission and distribution system	77,820,765	1,045,221	-	78,865,986
Facilities	1,644,153	-	-	1,644,153
Vehicles and field equipment	2,134,534	69,848	-	2,204,382
Other	78,221	-	-	78,221
Total capital assets, being depreciated	81,677,673	1,115,069	-	82,792,742
Less accumulated depreciation for:				
Transmission and distribution system	(26,030,632)	(1,607,157)	-	(27,637,789)
Facilities	(444,230)	(41,104)	-	(485,334)
Vehicles and field equipment	(1,477,187)	(169,434)	-	(1,646,621)
Other	(78,221)	-	-	(78,221)
Total accumulated depreciation	(28,030,270)	(1,817,695)	-	(29,847,965)
Total capital assets, being depreciated, net	53,647,403	(702,626)	-	52,944,777
Capital assets, net	\$ 158,932,672	\$ 14,626,046	\$ -	\$ 173,558,718

North Weld County Water District

Notes to Financial Statements

5. Long-Term Debt

A summary of the District's long-term debt as of December 31, 2022 and 2021, follows:

Source	2022	2021
2012 Revenue Refunding Bonds		
<p>\$13,440,000 Refunding Revenue Bonds, Series 2012 due in yearly installments of \$1,230,000 through 2015 with additional increases up until the date of maturity of November 1, 2023; interest at 2.0% to 5.0%. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$9,188 and \$20,848 at December 31, 2022 and 2021, respectively.</p>	1,575,000	3,090,000
2019 Revenue Bonds		
<p>\$16,160,000 Water Enterprise Revenue Bonds, Series 2019 due in principal installments of \$460,000 in 2024 with additional increases up until the date of maturity in 2036; interest at 3.0% to 5.0%. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$80,800 and \$93,452 at December 31, 2022 and 2021, respectively.</p>	16,160,000	16,160,000

North Weld County Water District

Notes to Financial Statements

2020 Refunding Revenue Bonds

\$3,850,000 Water Enterprise Revenue Refunding Loan, Series 2020 due in principal installments of \$400,000 in 2021 with additional increases up until the date of maturity in 2029; interest at 2.25%. The bonds were issued to refund the 2009 Colorado Water Resource and Power Development Authority ("CWRPDA") loan. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$11,438 and \$14,963 at December 31, 2022 and 2021, respectively.

3,050,000 3,450,000

2022 Revenue Bonds

\$34,615,000 Water Enterprise Revenue Bonds, Series 2022 due in principal installments of \$1,150,000 in 2024 with additional increases up until the date of maturity in 2042; interest at 4.0% to 5.0%. These bonds are a special revenue obligation of the District payable from water rates, fees, standby charges, and charges from the use and operation of the system and from such other funds of the system legally available after the payment of operation and maintenance expenses of the system. Accrued interest on this debt amounts to \$128,8096 at December 31, 2022.

34,615,000 -

Totals	\$55,400,000	\$ 22,700,000
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The annual requirements to amortize all debt outstanding as of December 31, 2022, are as follows:

Year Ending December 31,	Annual Maturities	Interest	Total Payment
2023	\$ 1,985,000	\$ 2,539,255	\$ 4,524,255
2024	2,025,000	2,185,650	4,210,650
2025	2,110,000	2,095,813	4,205,813
2026	2,215,000	2,002,000	4,217,000
2027	2,305,000	1,903,213	4,208,213
2028-2032	13,275,000	7,898,913	21,173,913
2033-2037	16,450,000	4,798,350	21,248,350
2038-2042	15,035,000	1,622,550	16,657,550
Totals	\$ 55,400,000	\$ 25,045,744	\$ 80,445,744

North Weld County Water District

Notes to Financial Statements

A summary of changes in long term obligations for the year ended December 31, 2022 is as follows:

	Beginning Balance	Additions	Retirements	Ending Balance	Due Within One Year
2012 refunding revenue bonds	\$ 3,090,000	\$ -	\$ 1,515,000	\$ 1,575,000	\$ 1,575,000
2019 revenue bonds	16,160,000	-	-	16,160,000	-
2020 refunding revenue bonds	3,450,000	-	400,000	3,050,000	410,000
2022 revenue bonds	-	34,615,000	-	34,615,000	-
Compensated absences	130,588	118,463	99,038	150,013	-
Total	22,830,588	\$ 34,733,463	\$ 2,014,038	55,550,013	\$ 1,985,000
Current portion of long-term debt	(1,915,000)			(1,985,000)	
Net bond premiums	1,142,278			991,212	
Total non-current liabilities	\$ 22,057,866			\$ 54,556,225	

A summary of changes in long-term obligations for the year ended December 31, 2021 is as follows:

	Beginning Balance	Additions	Retirements	Ending Balance	Due Within One Year
2012 refunding revenue bonds	4,560,000	-	1,470,000	3,090,000	1,515,000
2019 revenue bonds	16,160,000	-	-	16,160,000	-
2020 refunding revenue bonds	3,850,000	-	400,000	3,450,000	400,000
Compensated absences	286,943	101,106	257,461	130,588	-
Total	24,856,943	\$ 101,106	\$ 2,127,461	22,830,588	\$ 1,915,000
Current portion of long-term debt	(1,765,000)			(1,915,000)	
Net bond premiums	1,308,945			1,142,278	
Total non-current liabilities	\$ 24,400,888			\$ 22,057,866	

6. Rate Maintenance

The District's loan agreement with the CWRPDA requires the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) meet the operation and maintenance expenses of the system, (2) to comply with all covenants in the loan resolution, and (3) pay at least 100% of the debt service on all indebtedness or 110% of such debt service if connection fees are included as a source of repayment.

North Weld County Water District

Notes to Financial Statements

As shown below, the District is in compliance with this requirement of the CWRPDA loan agreement for the year ended December 31, 2022:

Operating revenues	\$ 21,708,298
System connections fees (limited to 15% of revenue)	3,256,245
Total revenues as defined in loan agreement	24,964,543
Operation and maintenance expense (excluding depreciation expense)	(9,970,390)
Net revenue as defined in loan resolution	\$ 14,994,153
2022 principal due	\$ 1,915,000
2022 interest due	775,575
Subtotal	2,690,575
	x 110%
Required revenue as defined in loan resolution	\$ 2,959,633

The District's 2019 Water Enterprise Revenue Bonds require the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) meet the operation and maintenance expenses of the system, (2) to comply with all covenants in the loan resolution, and (3) pay at least 110% of the debt service on all indebtedness.

As shown below, the District is in compliance with this requirement of the 2019 Water Enterprise Revenue Bonds for the year ended December 31, 2022:

Operating revenues	\$ 21,708,298
System connections fees (limited to 15% of revenue)	3,256,245
Total revenues as defined in loan agreement	24,964,543
Operation and maintenance expense (excluding depreciation expense)	(9,970,390)
Net revenue as defined in loan resolution	\$ 14,994,153
2022 principal due	\$ 1,915,000
2022 interest due	775,575
Subtotal	2,690,575
	x 110%
Required revenue as defined in loan resolution	\$ 2,959,633

The District's 2022 Water Enterprise Revenue Bonds require the District to establish, levy, and collect rents, rates, and other charges for the products and services provided by the system in an amount sufficient to (1) meet the operation and maintenance expenses of the system, (2) to comply with all covenants in the loan resolution, and (3) pay at least 110% of the debt service on all indebtedness.

North Weld County Water District

Notes to Financial Statements

Operating revenues	\$ 21,708,298
System connections fees (limited to 15% of revenue)	3,256,245
Total revenues as defined in loan agreement	24,964,543
Operation and maintenance expense (excluding depreciation expense)	(9,970,390)
Net revenue as defined in loan resolution	\$ 14,994,153
2022 principal due	\$ 1,915,000
2022 interest due	775,575
Subtotal	2,690,575
	x 110%
Required revenue as defined in loan resolution	\$ 2,959,633

7. Reconciliation of Budget Based Accounting to GAAP Financial Statements

The District prepares its annual budget on a non-GAAP basis of accounting. Below is the reconciliation from the budget basis of accounting to GAAP basis:

<i>For the years ended December 31,</i>	2022	2021
Excess of non-GAAP revenues over expenditures (budgetary basis)	\$ 5,565,604	\$ (4,333,392)
Adjustments required to reconcile:		
Non-GAAP revenues/expenditures:		
Bond principal	1,915,000	1,870,000
Capital asset acquisition	11,301,254	16,443,741
GAAP revenue/expense - adjustments:		
Depreciation expense	(1,890,773)	(1,817,695)
Change in net position GAAP basis	\$ 16,891,085	\$ 12,162,654

8. Risk Management

The District is a member of the Colorado Special District Property and Liability Pool (“CSDPLP”). The District has joined together with other special districts in the State of Colorado. This is a public entity risk pool currently operating as a common risk management and insurance program for members. The District pays annual contributions for its property and casualty insurance coverage. The intergovernmental agreement provides that the pool will be financially self-sustaining through member contributions and additional assessments, if necessary, and the pool will purchase excess insurance through commercial companies for members’ claims in excess of specified self-insurance retention.

At December 31, 2021 (the most current audited financial statements) CSDPLP has total admitted assets of \$68,195,261 liabilities of \$46,165,251 and unassigned surplus of \$22,030,010. The liability amount includes no long-term debt. Total revenue for 2021 amounted to \$24,889,624, investment income of \$482,027 and total expenses were \$25,123,490 resulting in a net income of \$248,160. The amount of the District’s share of these amounts is less than 1%.

North Weld County Water District

Notes to Financial Statements

9. Contingencies

The District is self-insured for property and liability insurance. As discussed in Note 8, the District is a member of the CSDPLP. CSDPLP has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CSDPLP has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs.

The ultimate liability to the District resulting from claims not covered by CSDPLP is not presently determinable. Management is of the opinion that the final outcome of such claims, if any, will not have a material adverse effect on the District.

10. Deferred Compensation Pension Plan

During 1993 the District established an Internal Revenue Code Section 457 deferred compensation plan which also provides for contributions from the employee and the employer. The District makes matching contributions of up to 3.0% of an employee's eligible salary. During 2022 and 2021, the District's contributions to this plan totaled \$114,839 and \$74,311, respectively.

11. TABOR Compliance

In November 1992, Colorado voters passed an amendment (the "Amendment" or "TABOR") to the State Constitution (Article X, Section 20) which limits the revenue raising and spending abilities of state and local governments. The limits on property taxes, revenue, and fiscal year spending include allowable annual increases tied to inflation and local growth in construction valuation. Fiscal year spending, as defined by the Amendment, excludes spending from certain revenue and financing sources such as federal funds, gifts, property sales, fund transfers, damage awards, and fund reserves (balances). The Amendment requires voter approval for any increase in mill levy or tax rates, new taxes, or creation of multi-year debt. Revenue earned in excess of the spending limit must be refunded or approved to be retained by the District under specified voting requirements by the entire electorate.

The Amendment also requires local governments to establish emergency reserves to be used for declared emergencies only. Emergencies, as defined by the Amendment, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. These reserves are required to be 3% or more of fiscal year spending (excluding bonded debt service). The District is an enterprise fund and has no TABOR revenues and therefore has not set aside any monies for emergencies as defined by TABOR.

The District believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions will require judicial interpretation.

12. Subsequent Events

The District evaluated subsequent events through July XX, 2023, the date these financial statements were available to be issued. There were no other material subsequent events that required recognition or additional disclosure.

Supplementary Information

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North Weld County Water District

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

For the Years Ended December 31,

2022

2021

	Budgeted Amounts		Actual Amounts Budget Basis	Variance with Final Budget Positive (Negative)	Actual Amounts Budget Basis
	Original	Final			
Revenues					
Operating revenues:					
Metered sales	\$11,484,447	\$11,484,447	\$ 12,720,143	\$ 1,235,696	\$ 12,375,464
Surcharges	2,625,016	2,625,016	5,130,584	2,505,568	1,949,876
PI surcharge	2,132,826	2,132,826	3,551,492	1,418,666	2,170,234
Adjustments	(20,000)	(20,000)	(20,063)	(63)	(31,804)
Construction water	211,050	211,050	326,142	115,092	397,074
Total operating revenues	16,433,339	16,433,339	21,708,298	5,274,959	16,860,844
Non-operating revenue:					
Earnings on investments	131,196	131,196	780,724	649,528	2,997
Water lease and rental	17,850	17,850	39,292	21,442	56,740
Miscellaneous	73,414	73,414	206,767	133,353	28,297
Total non-operating revenues	222,460	222,460	1,026,783	804,323	88,034
Proceeds from issuance of debt	38,000,000	38,000,000	-	(38,000,000)	-
Capital contributions:					
Tap fees - customers	1,000,000	1,000,000	3,453,950	2,453,950	1,790,750
Meter set fees	324,730	324,730	176,255	(148,475)	206,075
Reimbursement for water rights	300,000	300,000	2,367,250	2,067,250	3,495,026
Distance fees	173,189	173,189	403,725	230,536	359,400
Reimbursement for line extension	150,000	150,000	737,615	587,615	785,031
Water storage	-	-	-	-	-
Miscellaneous	34,963	34,963	(4,250)	(39,213)	5,000
Total capital contributions	1,982,882	1,982,882	7,134,545	5,190,876	6,641,282
Total revenues	56,638,681	56,638,681	29,869,626	(26,729,842)	23,590,160
Expenditures					
Administrative:					
Personnel - Administrative	511,192	511,192	547,332	(36,140)	622,713
Payroll Taxes	107,702	107,702	139,672	(31,970)	134,584
Health Insurance	49,359	49,359	56,389	(7,030)	57,840
Office Utilities	359,367	359,367	243,112	116,255	190,370
Office Expense	196,570	196,570	267,816	(71,246)	248,832
Professional Fees	584,853	584,853	865,616	(280,763)	571,070
Miscellaneous	7,577	7,577	113,406	(105,829)	-
Total administrative	1,816,620	1,816,620	2,233,343	(416,723)	1,825,409

(Continued)

North Weld County Water District

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

For the Years Ended December 31,	2022		2021		
	Budgeted Amounts		Actual Amounts Budget Basis	Variance with Final Budget Positive (Negative)	Actual Amounts Budget Basis
	Original	Final			
Distribution					
Water	4,145,255	4,145,255	3,066,466	1,078,789	3,038,683
Personnel operations	1,571,940	1,571,940	1,678,276	(106,336)	1,199,098
Operation and maintenance	718,367	718,367	1,327,931	(609,564)	1,632,456
Engineering	250,000	250,000	-	250,000	-
Electricity	313,000	313,000	189,117	123,883	210,192
Communications	50,000	50,000	9,764	40,236	3,146
Insurance	82,461	82,461	170,022	(87,561)	85,760
Miscellaneous	3,714	3,714	1,295,471	(1,291,757)	925,394
Total distribution	7,134,737	7,134,737	7,737,047	(602,310)	7,094,729
Debt service					
Interest expense	-	-	1,117,378	(1,117,378)	689,673
Principal paid	3,238,288	3,238,288	1,915,000	1,323,288	1,870,000
Total debt service	3,238,288	3,238,288	3,032,378	205,910	2,559,673
Capital improvements					
Soldier Canyon Filter Plant	-	-	-	-	4,719,198
Storage tanks	5,900,000	5,900,000	83,361	5,816,639	-
Pump stations	-	-	50,761	(50,761)	-
Equipment	109,260	109,260	422,858	(313,598)	69,848
System	14,426,440	14,426,440	1,223,874	13,202,566	1,045,221
Water rights, storage, infrastructure	6,000,000	6,000,000	9,370,787	(3,370,787)	7,734,957
Land and easements	180,000	180,000	126,900	53,100	100,311
Construction in progress	-	-	22,713	(22,713)	2,774,206
Total capital improvements	26,615,700	26,615,700	11,301,254	15,314,446	16,443,741
Total budgeted expenditures	38,805,345	38,805,345	24,304,022	14,501,323	27,923,552
Excess (deficiency) of budgeted revenues over budgeted expenditures	\$ 17,833,336	\$ 17,833,336	\$ 5,565,604	\$ (12,228,519)	\$ (4,333,392)

See accompanying Independent Auditor's Report.



NEWT PIPELINE PHASE 3 (CMAR)

NORTH WELD COUNTY AND EAST
LARIMER COUNTY WATER DISTRICTS

Submitted By:
Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, CO 80127

SCHEDULE OF VALUES

BID ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	Newt Phase 3 - 90% Design Deliverable GMP Estimate				\$ -
9.1.2.2	Mobilization & Demobilization	1.0	LS	\$ 381,331.26	\$ 381,331.26
9.1.2.2	Traffic Control	1.0	LS	\$ 87,250.00	\$ 87,250.00
9.1.2.2	Permits	1.0	LS	\$ 22,460.40	\$ 22,460.40
9.1.2.2	Erosion Control & Stormwater Management	1.0	LS	\$ 286,465.72	\$ 286,465.72
9.1.2.2	Clearing & Grubbing	28,525	LF	\$ 5.87	\$ 167,570.78
9.1.2.2	Overlot Grading, Fill & Berm Construction	1.0	LS	\$ 21,780.00	\$ 21,780.00
9.1.2.2	Connect to Existing - NEWT Phase 1 Stub	1.0	EA	\$ 71,488.89	\$ 71,488.89
9.1.2.2	42" Waterline - Sprial Welded Steel 100% Restrained	28,525.0	LF	\$ 272.83	\$ 7,782,469.44
9.1.2.2	Dewatering & Trench Stabilization	9,300.0	LF	\$ 167.08	\$ 1,553,847.68
9.1.2.2	Dual Body Combination Air Release Valve w/ Manhole	7.0	EA	\$ 46,557.05	\$ 325,899.38
9.1.2.2	Blow Off Valve	11.0	EA	\$ 20,165.89	\$ 221,824.74
9.1.2.2	42" Isolation Valves	4.0	EA	\$ 181,440.61	\$ 725,762.43
9.1.2.2	LCR 5 - Meter Vault Assembly (ELCO)	1.0	EA	\$ 705,826.78	\$ 705,826.78
9.1.2.2	LCR 1 - Meter Vault Assembly (ELCO Future Vault)	1.0	EA	\$ 729,130.51	\$ 729,130.51
9.1.2.2	LCR1 - Meter Vault Assembly (NWCWD)	1.0	EA	\$ 1,103,182.56	\$ 1,103,182.56
9.1.2.2	Protective Canal / Creek Crossings	2.0	EA	\$ 92,928.67	\$ 185,857.34
9.1.2.2	BNSF Railway - Guided Hammer Crossing	172.0	LF	\$ 4,181.04	\$ 719,138.58
9.1.2.2	Interstate 25 - Microtunnel Crossing	317.0	LF	\$ 4,785.80	\$ 1,517,097.30
9.1.2.2	E. Vine Drive - Open Cut Crossing (Full Closure)	50.0	LF	\$ 1,599.32	\$ 79,966.07
9.1.2.2	LCR 5 - Open Cut Crossing (Full Closure)	60.0	LF	\$ 517.17	\$ 31,030.41
9.1.2.2	LCR 3 - Open Cut Crossing (Full Closure)	60.0	LF	\$ 802.59	\$ 48,155.11
9.1.2.2	Gravel Access Road Reconstruction	29,500.0	SY	\$ 21.56	\$ 635,972.22
9.1.2.1	General Conditions	1.0	LS	\$ 1,888,816.19	\$ 1,888,816.19
					\$ -
	Work Package #2 Subtotal			\$ 19,292,323.80	\$ -
					\$ -
9.1.1	Pre-Construction Phase Maximum Not-To-Exceed			\$ 100,032.00	\$ -
9.1.2	Work Package #1 - Subtotal			\$ 794,492.82	\$ -
9.1.2	Change Order #1 - Pipe - Subtotal			\$ 4,943,135.00	\$ -
					\$ -
	Previously Approved Work Packages			\$ 5,837,659.82	\$ -
					\$ -
9.1.2.2	Restoration Allowance			\$ 150,000.00	\$ -
9.1.2.2	Equipment Escalation Allowance - 5%			\$ 174,560.00	\$ -
9.1.3	Contingency at Final GMP - 95% Design		2.00%	\$ 385,846.48	\$ -
9.1.4	Construction Manager Fee		9.00%	\$ 2,261,698.53	\$ -
					\$ -
	Contract Subtotal + Fees			\$ 28,102,088.62	\$ -
					\$ -
9.1.2.1	Bond - 1% of Total Contract Amount (Costs Plus Fee)		1.00%	\$ 281,020.89	\$ -
9.1.2.1	Insurance - 1.36% Total Contract Amount (Costs Plus Fee)		1.36%	\$ 382,188.41	\$ -
					\$ -
	NEWT Phase 3 Pipeline Subtotal + Bonds & Insurance			\$ 28,765,297.92	\$ -

CREW

CREW	CREW DESCRIPTION	TYPE	RESOURCE DESCRIPTION	QUANTITY	HOURS PER WEEK Per Resource	BASE HOURLY RATE	VEHICLE ALLOWANCE TYPE	MONTHLY VEHICLE ALLOWANCE	MONTHLY PER DIEM (Salary 10% provided for truck/week)	SALARIED MAN-HOURS	HOURLY MAN-HOURS	WEEKLY SALARIED PAYROLL Reg Time	WEEKLY HOURLY PAYROLL Reg Time	WEEKLY HOURLY PAYROLL Over Time	WEEKLY PER DIEM	WEEKLY EQUIPMENT FUEL	WEEKLY EQUIPMENT SHORT TERM WEAR & DP COSTS	WEEKLY EQUIPMENT LEASE COST	WEEKLY RENTAL EQUIPMENT	WEEKLY VEHICLE ALLOWANCE	SUB TOTAL	TOTAL WEEKLY & DAILY CREW COSTS	TOTAL WEEKLY CMAR CREW COST	TOTAL DAILY CMAR CREW COST
CM-01	CMAR Project Mgmt.	Labor: Salary	Regional Manager	1	8	\$ 204.00	Type 6	\$ 1,330	\$ -	8		\$ 1,632			\$ -	\$ 80				\$ 333	\$ 2,045	\$ 24,190	TOTAL WEEKLY CMAR CREW COST	
CM-01	CMAR Project Mgmt.	Labor: Salary	Sr. Project Manager	1	40	\$ 164.00	Type 6	\$ 1,330	\$ -	40		\$ 6,560			\$ -	\$ 400				\$ 333	\$ 7,293	\$ 4,838	TOTAL DAILY CMAR CREW COST	
CM-01	CMAR Project Mgmt.	Labor: Salary	Project Manager	1	40	\$ 141.00	Type 5	\$ 1,110	\$ -	40		\$ 5,640			\$ -	\$ 400				\$ 278	\$ 6,318			
CM-01	CMAR Project Mgmt.	Labor: Salary	Field Engineer	1	40	\$ 94.00	Type 4	\$ 890	\$ -	40		\$ 3,760			\$ -	\$ 400				\$ 223	\$ 4,383			
CM-01	CMAR Project Mgmt.	Labor: Salary	Sr. Superintendent	1	20	\$ 181.00	Type 6	\$ 1,330	\$ -	20		\$ 3,620			\$ -	\$ 200				\$ 333	\$ 4,153			
																						CMAR Pipe Crew		
CM-02	CMAR Pipe Crew	Labor: Salary	Superintendent	1	40	\$ 147.00	Type 6	\$ 1,330	\$ -	40		\$ 5,880			\$ -	\$ 400				\$ 333	\$ 6,613	\$ 18,901	TOTAL DAILY CMAR CREW COST	
CM-02	CMAR Pipe Crew	Labor: Salary	Project Engineer	1	40	\$ 94.00	Type 4	\$ 890	\$ -	40		\$ 3,760			\$ -	\$ 400				\$ 223	\$ 4,383			
CM-02	CMAR Pipe Crew	Labor: Craft	Equipment Operator 1	1	50	\$ 83.00	None	\$ -	\$ -		50		\$ 3,320	\$ 1,245	\$ -	\$ -				\$ -	\$ 4,565			
CM-02	CMAR Pipe Crew	Labor: Craft	Equipment Operator 2	1	50	\$ 70.00	None	\$ -	\$ -		50		\$ 2,800	\$ 1,050	\$ -	\$ -				\$ -	\$ 3,850			
CM-02	CMAR Pipe Crew	Labor: Craft	Equipment Operator 3	2	50	\$ 70.00	None	\$ -	\$ -		100		\$ 5,600	\$ 2,100	\$ -	\$ -				\$ -	\$ 7,700			
CM-02	CMAR Pipe Crew	Labor: Craft	Equipment Operator 3	1	50	\$ 70.00	None	\$ -	\$ -		50		\$ 2,800	\$ 1,050	\$ -	\$ -				\$ -	\$ 3,850			
CM-02	CMAR Pipe Crew	Labor: Craft	Pipelayer 1	2	50	\$ 62.00	None	\$ -	\$ -		100		\$ 4,960	\$ 1,860	\$ -	\$ -				\$ -	\$ 6,820			
CM-02	CMAR Pipe Crew	Labor: Craft	Laborer 1	2	50	\$ 60.00	None	\$ -	\$ -		100		\$ 4,800	\$ 1,800	\$ -	\$ -				\$ -	\$ 6,600			
CM-02	CMAR Pipe Crew	Equipment	Excavator: Cat 335 - 188X LB EXC	1	45											\$ 4,615	\$ 3,029	\$ 9,389			\$ 17,213			
CM-02	CMAR Pipe Crew	Equipment	Excavator: Cat 352 - 110X LB EXC	1	45											\$ 2,138	\$ 2,642	\$ 5,046			\$ 9,826			
CM-02	CMAR Pipe Crew	Equipment	Loader: Deere 624P - 4.0 CY 4WD	1	45											\$ 1,238	\$ 752	\$ 2,204			\$ 4,193			
CM-02	CMAR Pipe Crew	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	45											\$ 945	\$ 772	\$ 2,118			\$ 3,835			
CM-02	CMAR Pipe Crew	Equipment	Dozer - Cat D6 - 225HP LCD	1	45											\$ 1,800	\$ 1,871	\$ 4,534			\$ 8,205			
CM-02	CMAR Pipe Crew	Equipment	Generator: Magnum Pro 45-49	1	120											\$ 3,600	\$ 752	\$ 663			\$ 5,014			
CM-02	CMAR Pipe Crew	Rental	TRUCK WATER 2000-2999 GAL CDL	1	45											\$ 923	\$ 158		\$ 762		\$ 1,842			
																						CMAR Support Crew		
CM-03	CMAR Support Crew	Labor: Salary	Superintendent	1	40	\$ 147.00	Type 6	\$ 1,330	\$ 1,500	40		\$ 5,880			\$ 346	\$ 400				\$ 333	\$ 6,959	\$ 46,139	TOTAL WEEKLY CMAR CREW COST	
CM-03	CMAR Support Crew	Labor: Craft	Equipment Operator 1	1	50	\$ 83.00	None	\$ -	\$ 1,000		50		\$ 3,320	\$ 1,245	\$ 231	\$ -				\$ -	\$ 4,796			
CM-03	CMAR Support Crew	Labor: Craft	Equipment Operator 3	1	50	\$ 70.00	None	\$ -	\$ 1,000		50		\$ 2,800	\$ 1,050	\$ 231	\$ -				\$ -	\$ 4,081			
CM-03	CMAR Support Crew	Equipment	Laborer 1	3	50	\$ 60.00	None	\$ -	\$ 1,000		150		\$ 7,200	\$ 2,700	\$ 693	\$ -				\$ -	\$ 10,593			
CM-03	CMAR Support Crew	Equipment	Excavator: Cat 352 - 110X LB EXC	1	45											\$ 2,138	\$ 2,642	\$ 5,046			\$ 9,826			
CM-03	CMAR Support Crew	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	45											\$ 945	\$ 772	\$ 2,118			\$ 3,835			
CM-03	CMAR Support Crew	Equipment	Motor Grader: Deere 772GP - 275HP MGD	1	10											\$ 450	\$ 439	\$ 5,161			\$ 6,050			
																						CMAR Support Crew - Interior Piping		
CM-04	CMAR Support Crew - Interior Piping	Labor: Salary	Superintendent	0	40	\$ 147.00	Type 6	\$ 1,330	\$ 1,500	0		\$ -			\$ -	\$ -				\$ -	\$ -	\$ 26,353	TOTAL WEEKLY CMAR CREW COST	
CM-04	CMAR Support Crew - Interior Piping	Labor: Craft	Equipment Operator 1	1	10	\$ 83.00	None	\$ -	\$ 1,000		10		\$ 830	\$ -	\$ 231	\$ -				\$ -	\$ 1,061			
CM-04	CMAR Support Crew - Interior Piping	Labor: Craft	Equipment Operator 3	1	10	\$ 70.00	None	\$ -	\$ 1,000		10		\$ 700	\$ -	\$ 231	\$ -				\$ -	\$ 931			
CM-04	CMAR Support Crew - Interior Piping	Labor: Craft	Laborer 1	3	50	\$ 60.00	None	\$ -	\$ 1,000		150		\$ 7,200	\$ 2,700	\$ 693	\$ -				\$ -	\$ 10,593			
CM-04	CMAR Support Crew - Interior Piping	Equipment	Excavator: Cat 352 - 110X LB EXC	1	10											\$ 475	\$ 587	\$ 5,046			\$ 6,108			
CM-04	CMAR Support Crew - Interior Piping	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	10											\$ 210	\$ 172	\$ 2,118			\$ 2,499			
CM-04	CMAR Support Crew - Interior Piping	Equipment	Motor Grader: Deere 772GP - 275HP MGD	1	0											\$ -	\$ -	\$ 5,161			\$ 5,161			
																						CMAR Support Crew - Interior Piping (Equipment Only)		
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Labor: Salary	Superintendent	0	40	\$ 147.00	Type 6	\$ 1,330	\$ -	0		\$ -			\$ -	\$ -				\$ -	\$ -	\$ 24,387	TOTAL WEEKLY CMAR CREW COST	
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Labor: Craft	Equipment Operator 1	1	40	\$ 83.00	None	\$ -	\$ -		40		\$ 3,320	\$ -	\$ -	\$ -				\$ -	\$ 3,320			
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Labor: Craft	Equipment Operator 3	1	40	\$ 70.00	None	\$ -	\$ -		40		\$ 2,800	\$ -	\$ -	\$ -				\$ -	\$ 2,800			
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Labor: Craft	Laborer 1	3	0	\$ 60.00	None	\$ -	\$ -		0		\$ -	\$ -	\$ -	\$ -				\$ -	\$ -			
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Equipment	Excavator: Cat 352 - 110X LB EXC	1	35											\$ 1,663	\$ 2,055	\$ 5,046			\$ 8,764			
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Equipment	Loader: Deere 624P - 3.5 CY 4WD	1	35											\$ 735	\$ 601	\$ 2,118			\$ 3,453			
CM-05	CMAR Support Crew - Interior Piping (Equipment Only)	Equipment	Motor Grader: Deere 772GP - 275HP MGD	1	10											\$ 450	\$ 439	\$ 5,161			\$ 6,050			

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
	9.1.2.2		Mobilization & Demobilization		1		LS				\$ 381,331.26
2 Pipe Crew Mobilizations	9.1.2.2	Garney	CMAR Pipe Crew	5.0	2.00	10.00	Shifts		\$ 18,901.44	\$ 189,147.68	
	9.1.2.2	Garney	CMAR Support Crew	3.0	1.00	3.00	Shifts		\$ 9,227.86	\$ 27,683.58	
2 Onsite Moves (125 & Timberline)	9.1.2.2	LOWBOYS	Mobilization Tab	1	1.00	1.00	LS		\$ 45,800.00	\$ 45,800.00	
	9.1.2.2	Mobilization	395 Assembly	1	3.00	3.00	LS		\$ 15,000.00	\$ 45,000.00	
	9.1.2.2	Mobilization	395 Teardown	1	3.00	3.00	LS		\$ 15,000.00	\$ 45,000.00	
Town & County	9.1.2.2	Fencing	6' Chain-link Temp Panels	1	1.00	1.00	YR		\$ 21,200.00	\$ 21,200.00	
Dominant Dirt Work	9.1.2.2	Dirt Work	Dirt Contractor Mobilization	1	3.00	3.00	EA		\$ 2,500.00	\$ 7,500.00	
	9.1.2.2		Traffic Control		1		LS				\$ 87,250.00
BMS	9.1.2.2	Traffic Control	Shoulder Closure	1	35.00	35.00	Day		\$ 275.00	\$ 9,625.00	
BMS	9.1.2.2	Traffic Control	Mobilization & Demobilization	1	2.00	2.00	EA		\$ 600.00	\$ 1,200.00	
BMS	9.1.2.2	Traffic Control	Shoulder Closure + 7 Day Mobilization	1	44.00	44.00	Day		\$ 475.00	\$ 20,900.00	
BMS	9.1.2.2	Traffic Control	Mobilization	1	2.00	2.00	EA		\$ 600.00	\$ 1,200.00	
BMS	9.1.2.2	Traffic Control	Road Closure	1	7.00	7.00	Day		\$ 475.00	\$ 3,325.00	
BMS	9.1.2.2	Traffic Control	Message Boards	2	1.00	2.00	Wk		\$ 875.00	\$ 1,750.00	
BMS	9.1.2.2	Traffic Control	Mobilization & Demobilization	1	2.00	2.00	EA		\$ 600.00	\$ 1,200.00	
BMS	9.1.2.2	Traffic Control	Road Closure	1	5.00	5.00	Day		\$ 400.00	\$ 2,000.00	
BMS	9.1.2.2	Traffic Control	Message Boards	2	1.00	2.00	Wk		\$ 875.00	\$ 1,750.00	
BMS	9.1.2.2	Traffic Control	Mobilization & Demobilization	1	1.00	1.00	Day		\$ 600.00	\$ 600.00	
BMS	9.1.2.2	Traffic Control	Road Closure	1	5.00	5.00	Day		\$ 450.00	\$ 2,250.00	
BMS	9.1.2.2	Traffic Control	Mobilization & Demobilization	1	2.00	2.00	EA		\$ 600.00	\$ 1,200.00	
BMS	9.1.2.2	Traffic Control	Message Boards	2	1.00	2.00	Wk		\$ 875.00	\$ 1,750.00	
BMS	9.1.2.2	Traffic Control	Shoulder Closure	1	14.00	14.00	Day		\$ 275.00	\$ 3,850.00	
BMS	9.1.2.2	Traffic Control	Mobilization & Demobilization	1	1.00	1.00	LS		\$ 600.00	\$ 600.00	
BMS	9.1.2.2	Traffic Control	Misc Shoulder Closures for Access	1	60.00	60.00	Day		\$ 275.00	\$ 16,500.00	
BMS	9.1.2.2	Traffic Control	Misc Flaggers for Potholing	10	7.00	70.00	Hour		\$ 195.00	\$ 13,650.00	
BMS	9.1.2.2	Traffic Control	Misc Flaggers for Access	10	2.00	20.00	Hour		\$ 195.00	\$ 3,900.00	
	9.1.2.2		Permits		1		LS				\$ 22,460.40
	9.1.2.2	Permit	Stormwater Quality Discharge Permit	1	1.00	1.00	EA		\$ 3,500.00	\$ 3,500.00	
	9.1.2.2	Permit	Steet Permit	3	1.00	3.00	LS		\$ 4,550.00	\$ 13,650.00	
	9.1.2.2	Permit	Air Pollution Permit	1	1.00	1.00	LS		\$ 550.00	\$ 550.00	
	9.1.2.2	Permit	Construction Dewatering Permit	1	1.00	1.00	LS		\$ 2,250.00	\$ 2,250.00	
	9.1.2.2	Permit	Construction Stormwater Discharge Permit	1	2.00	2.00	YEAR		\$ 895.00	\$ 1,790.00	
Pull-Per-Ditesc0-6/28/23	9.1.2.2	Permit	Building Permit (Larimer County)	0	1.00	1.00	EA		\$ 3,130.04	\$	
	9.1.2.2	Permit	Electrical Permit (Larimer County)	1	1.00	1.00	LS		\$ 720.40	\$ 720.40	
Pull-Per-Ditesc0-6/28/23	9.1.2.2	Permit	Mechanical Permit (Larimer County)	0	1.00	1.00	EA		\$ 479.80	\$	
	9.1.2.2		Erosion Control & Stormwater Management		1		LS				\$ 286,465.72
CMS	9.1.2.2	Erosion	Bi Weekly Inspection & Post Storm Inspection	4.33	12.00	51.96	MO		\$ 595.00	\$ 30,916.20	
Blue Tec	9.1.2.2	Erosion	Silt Fence	1	13,295.00	13,295.00	LF		\$ 1.25	\$ 16,618.75	
Blue Tec	9.1.2.2	Erosion	Inlet Protection	1	4.00	4.00	LF		\$ 350.00	\$ 1,400.00	
Blue Tec	9.1.2.2	Erosion	Vehicle Tracking Control	1	9.00	9.00	EA		\$ 2,500.00	\$ 22,500.00	
Blue Tec	9.1.2.2	Erosion	Rock Socks	1	60.00	60.00	LF		\$ 15.50	\$ 930.00	
Blue Tec	9.1.2.2	Erosion	Check Dam	1	4.00	4.00	EA		\$ 425.00	\$ 1,700.00	
Blue Tec	9.1.2.2	Erosion	Safety Fence	1	225.00	225.00	LF		\$ 2.04	\$ 459.00	
Blue Tec	9.1.2.2	Erosion	9" Straw Wattle	1	395.00	395.00	LF		\$ 2.50	\$ 987.50	
Blue Tec	9.1.2.2	Erosion	Concrete Washout	1	2.00	2.00	EA		\$ 950.00	\$ 1,900.00	
Blue Tec	9.1.2.2	Erosion	Erosion Mobilization	1	4.00	4.00	EA		\$ 1,000.00	\$ 4,000.00	
Arnold Ag	9.1.2.2	Erosion	Surface Roughening	1	59.00	59.00	AC		\$ 265.00	\$ 15,635.00	
Arnold Ag	9.1.2.2	Erosion	Mobilization	1	4.00	4.00	EA		\$ 750.00	\$ 3,000.00	
Arnold Ag	9.1.2.2	Erosion	Rip, Seed, Straw Crimp (Wetland Seed Mix)	1	1.00	1.00	AC		\$ 5,820.00	\$ 5,820.00	
Arnold Ag	9.1.2.2	Erosion	Rip, Seed, Straw Crimp (Dryland Seed Mix)	1	26.00	26.00	AC		\$ 1,845.00	\$ 47,970.00	
Arnold Ag	9.1.2.2	Erosion	Rip, Seed, Straw Crimp (Upland Seed Mix)	1	18.00	18.00	AC		\$ 1,545.00	\$ 27,810.00	
Arnold Ag	9.1.2.2	Erosion	Rip, Seed (AR Cover Crop)	1	14.00	14.00	AC		\$ 1,504.00	\$ 21,056.00	
Arnold Ag	9.1.2.2	Erosion	TRM - Biodegradable Straw Coconut Mats	1	10,399.00	10,399.00	SY		\$ 2.65	\$ 27,557.35	
Blue Tec	9.1.2.2	Erosion	Mobilization	1	2.00	2.00	EA		\$ 1,000.00	\$ 2,000.00	
Dominant Dirt Work	9.1.2.2	Dirt Work	Compacted Earthen Berm	1	36,295.00	36,295.00	LF		\$ 1.15	\$ 41,739.25	
MMM	9.1.2.2	Aggregate	Gravel Laydown Yard 6"	366.666667	1.00	366.67	Tons		\$ 34.00	\$ 12,466.67	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
	9.1.2.2		Clearing & Grubbing		28,525		LF				\$ 167,570.78
Prep Right-of-Way	9.1.2.2	Garney	CMAR Support Crew	8.0	28,525.00	8.00	Shifts		\$ 9,227.86	\$ 73,822.89	
Restore Right-of-Way	9.1.2.2	Garney	CMAR Support Crew	8.0	28,525.00	8.00	Shifts		\$ 9,227.86	\$ 73,822.89	
Foothills Tree Experts	9.1.2.2	Tree Removal	Remove Trees on Waag	1	1.00	1.00	LS		\$ 13,400.00	\$ 13,400.00	
Foothills Tree Experts	9.1.2.2	Tree Removal	Remove Tree at 131+50	1	1.00	1.00	LS		\$ 6,525.00	\$ 6,525.00	
	9.1.2.2		Overlot Grading, Fill & Berm Construction		1		LS				\$ 21,780.00
Dominant Dirt Work	9.1.2.2	Dirt Work	Build Berm On Property & Fill Subgrade - No HAUL	1	2,000.00	2,000.00	CY		\$ 3.00	\$ 6,000.00	
Dominant Dirt Work	9.1.2.2	Dirt Work	Place Fill - Borrow Ditch to Create Access Drive - No HAUL	1	230.00	230.00	CY		\$ 3.00	\$ 690.00	
Dominant Dirt Work	9.1.2.2	Dirt Work	Place Fill - Station 39+00 to 46+00 - No HAUL	1	5,030.00	5,030.00	CY		\$ 3.00	\$ 15,090.00	
	9.1.2.2		Connect to Existing - NEWT Phase 1 Stub		1		EA				\$ 71,488.89
	9.1.2.2	Garney	CMAR Pipe Crew	2.0	1.00	2.00	Shifts		\$ 18,901.44	\$ 37,829.54	
	9.1.2.2	Garney	CMAR Support Crew	3.0	1.00	3.00	Shifts		\$ 9,227.86	\$ 27,683.58	
MMM	9.1.2.2	Aggregate	Squeeze - 3/8 x 16 Mesh	25	1.00	25.00	Tons		\$ 21.00	\$ 525.00	
Core & Main	9.1.2.2	Supply House	20 MIXMJ ADAPT SERIES 100 FBE WITH STAR BLUE ACC IMPORT	1	1.00	1.00	EA		\$ 748.43	\$ 748.43	
Core & Main	9.1.2.2	Supply House	3/4" 6.0 OZ MARS ZINC CAP	14	1.00	14.00	EA		\$ 4.15	\$ 58.10	
Core & Main	9.1.2.2	Supply House	20 MJ L/P SLV C153 EPXY IMP	1	1.00	1.00	EA		\$ 1,417.78	\$ 1,417.78	
Core & Main	9.1.2.2	Supply House	20 EBAA MEGALUG MJ DI 1120 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 374.07	\$ 374.07	
Core & Main	9.1.2.2	Supply House	20" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	1	1.00	1.00	EA		\$ 119.21	\$ 119.21	
Core & Main	9.1.2.2	Supply House	3/4" 6.0 OZ MARS ZINC CAP	14	1.00	14.00	EA		\$ 4.15	\$ 58.10	
Core & Main	9.1.2.2	Supply House	20 FLGXPE DI PIPE PR 2'	1	1.00	1.00	EA		\$ 2,066.32	\$ 2,066.32	
Core & Main	9.1.2.2	Supply House	20X1/8 FLG ACC RR FF 304SS	1	1.00	1.00	EA		\$ 237.28	\$ 237.28	
Core & Main	9.1.2.2	Supply House	20X1/8 FLG FF GARLOCK GASKET	1	1.00	1.00	EA		\$ 158.96	\$ 158.96	
Core & Main	9.1.2.2	Supply House	20" 150# FLG INSULATING KIT	1	1.00	1.00	EA		\$ 210.80	\$ 210.80	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	1	1.00	1.00	EA		\$ 1.72	\$ 1.72	
	9.1.2.2		42" Waterline - Sprial Welded Steel 100% Restrained		28,525		LF				\$ 7,782,469.44
Original RFP has 28,300 new plans are 28,525	9.1.2.2	Garney	CMAR Pipe Crew	140.0	28,525.00	203.75	Shifts		\$ 18,901.44	\$ 3,853,883.98	
Timberline Tunnel Slow Down	9.1.2.2	Garney	CMAR Pipe Crew	5.0	28,525.00	5.00	Shifts		\$ 18,901.44	\$ 94,573.84	
No. 8 Ditch Slow Down	9.1.2.2	Garney	CMAR Pipe Crew	5.0	28,525.00	5.00	Shifts		\$ 18,901.44	\$ 94,573.84	
BNSF Tunnel	9.1.2.2	Garney	CMAR Pipe Crew	5.0	28,525.00	5.00	Shifts		\$ 18,901.44	\$ 94,573.84	
I-25 Tunnel	9.1.2.2	Garney	CMAR Pipe Crew	5.0	28,525.00	5.00	Shifts		\$ 18,901.44	\$ 94,573.84	
Unloading	9.1.2.2	Garney	CMAR Support Crew	1,000.0	28,525.00	28.53	Shifts		\$ 9,227.86	\$ 263,224.73	
Filling/Testing	9.1.2.2	Garney	CMAR Support Crew	10.0	28,525.00	10.00	Shifts		\$ 9,227.86	\$ 92,278.61	
CMAR Support Crew - Equipment & Operators During Vault Piping	9.1.2.2	Garney	CMAR Support Crew - Interior Piping (Equipment Only)	59.0	28,525.00	59.00	Shifts		\$ 4,877.39	\$ 287,766.01	
American	9.1.2.2	American	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut (Pipe Production Price)	1	455.97	455.97	LF		\$ 157.00	\$ 71,587.29	
American	9.1.2.2	American	Fittings: Mitered Bells or Beveled Joints to 02.1 Degree to 05.0 Degree Deflections	1	68.00	68.00	EA		\$ 270.00	\$ 18,360.00	
American	9.1.2.2	American	Fittings: 1 Cut Fitting for 05.1 Degree to 22.5 Degree Deflections	1	33.00	33.00	EA		\$ 6,410.00	\$ 211,530.00	
American	9.1.2.2	American	Fittings: 2 Cut Fitting for 22.6 Degree to 45.0 Degree Deflections	1	34.00	34.00	EA		\$ 8,780.00	\$ 298,520.00	
American	9.1.2.2	American	Fittings: 3 Cut Fitting for 45.1 Degree to 67.5 Degree Deflections	1	-	-	EA		\$ 15,360.00	\$ -	
American	9.1.2.2	American	Fittings: 4 Cut Fitting for 67.5 Degree to 90 Degree Deflections	1	(1.00)	(1.00)	EA		\$ 17,560.00	\$ (17,560.00)	
American	9.1.2.2	American	AWWA C200 WSP: 25" LL MAX, Polyurethane Coated, CML .219" Wall Thickness, Installed in Trenchless Condition	1	(232.00)	(232.00)	LF		\$ 157.00	\$ (36,424.00)	
American	9.1.2.2	American	Outlet: CARV Dual directly on Pipe, Class E	1	(1.00)	(1.00)	LF		\$ 3,310.00	\$ (3,310.00)	
American	9.1.2.2	American	Outlet: CARV Dual directly on Pipe, Class E	1	(1.00)	(1.00)	EA		\$ 4,240.00	\$ (4,240.00)	
American	9.1.2.2	American	Outlet: CARV Dual directly on Pipe, Class E	1	(1.00)	(1.00)	EA		\$ 4,640.00	\$ (4,640.00)	
American	9.1.2.2	American	Outlet: Blow Off Valve, Tangential on Pipe, Class E	1	7.00	7.00	HR		\$ 5,900.00	\$ 41,300.00	
American	9.1.2.2	American	Outlet: Access Manway Includes Blind Flange, Class E	1	3.00	3.00	LF		\$ 11,225.00	\$ 33,675.00	
American	9.1.2.2	American	Outlet: Access Manway Includes Blind Flange, Class E	1	(5.00)	(5.00)	EA		\$ 15,400.00	\$ (77,000.00)	
American	9.1.2.2	American	Outlet: Weld Lead Access, 3-Inch Thread-O-Let. Includes Half Coupling and Threaded Plug	1	(8.00)	(8.00)	EA		\$ 380.00	\$ (3,040.00)	
American	9.1.2.2	American	External Dished Head, Includes 2" Threaded outlet with Plug, 4-Inch Flanged Outlet (Class E), Primer Coated, CL 250	1	(1.00)	(1.00)	LF		\$ 7,440.00	\$ (7,440.00)	
American	9.1.2.2	American	Flanged Connection: Butterfly Valve, Class E Item includes 2EA Flanges and 5LF of Pipe for each flange at the pressure class of surround	1	(5.00)	(5.00)	EA		\$ 17,620.00	\$ (88,100.00)	
American	9.1.2.2	American	Buttstrap: Split, 12" Wide, Ports for Air Testing, .25" Thickness	1	7.00	7.00	EA		\$ 700.00	\$ 4,900.00	
American	9.1.2.2	American	42" x 20" Eccentric Reducer - (LW x FE) (Added)	1	1.00	1.00	EA		\$ 34,130.00	\$ 34,130.00	
American	9.1.2.2	American	42" x 24" Eccentric Reducer (LW x FE) (Added)	1	1.00	1.00	EA		\$ 35,630.00	\$ 35,630.00	
American	9.1.2.2	American	42" Harness Flex Coupling (Including Harness Lugs) (Class 200)	1	-	-	EA		\$ 7,125.00	\$ -	
American	9.1.2.2	American	42" Dismantling Joint (CL 200) w/ 42" Flange (CL E) Connections on Each Side	1	5.00	5.00	LF		\$ 37,960.00	\$ 189,800.00	
American	9.1.2.2	American	Outlet: CARV Dual directly on Pipe, Class E	1	2.00	2.00	LF		\$ 5,700.00	\$ 11,400.00	
American	9.1.2.2	American	Outlet: CARV Dual directly on Pipe, Class E	1	26.00	26.00	EA		\$ 2,900.00	\$ 75,400.00	
American	9.1.2.2	American	Engineering/Drafting	1	80.00	80.00	EA		\$ 150.00	\$ 12,000.00	
American	9.1.2.2	American	Additive Cost per LF for "Short Joints" in locations directed by Garney.	1	32.00	32.00	HR		\$ 10.00	\$ 320.00	
American	9.1.2.2	American	Internal Dished Head, CL 200	1	(1.00)	(1.00)	LF		\$ 6,500.00	\$ (6,500.00)	
American	9.1.2.2	American	18" Bonding Wires w/ Sleeves & Cad Welds*	1	-	-	EA		\$ 175.00	\$ -	
American	9.1.2.2	American	Shrink Sleeves: Additional Requested by Contractor	1	50.00	50.00	EA		\$ 97.00	\$ 4,850.00	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
American	9.1.2.2	American	AWWA C200 WSP: Polyurethane Coated, CML, .219" Wall Thickness, Installed in Open Cut. Additional cost for gasketed pipe per foot.*	1	-	-	LF		\$ 19.00	\$ -	
MMM	9.1.2.2	Aggregate	Squeeze - 3/8 x 16 Mesh	1.27	28,525.00	36,254.68	Tons		\$ 21.00	\$ 761,348.30	
Felco	9.1.2.2	Shoring	Split Wheel Compaction Wheel	1	2.00	2.00	EA		\$ 33,992.90	\$ 67,985.80	
Colorado Shoring	9.1.2.2	Shoring	Steel Trench Box	1	1.00	1.00	EA		\$ 134,627.96	\$ 134,627.96	
Core & Main	9.1.2.2	Supply House	12GAX500' BLUE SOLID TW	1	29,000.00	29,000.00	FT		\$ 0.38	\$ 11,020.00	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 60DV SPLICE KIT	1	57.00	57.00	EA		\$ 1.72	\$ 98.04	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	1	72.00	72.00	EA		\$ 5.00	\$ 360.00	
Core & Main	9.1.2.2	Supply House	6X1000' DETECTO TAPE-WATER	1	29.00	29.00	RL		\$ 87.20	\$ 2,528.80	
SRM	9.1.2.2	Concrete	CLSM Cutoff Wall	7.5	47.00	352.50	CY		\$ 152.50	\$ 53,756.25	
Flashfill Services	9.1.2.2	Supply House	Casing Spacers	40.00	1.00	40.00	EA		\$ 365.16	\$ 14,606.40	
Flashfill Services	9.1.2.2	Grout	Annular Grout @ Timberline & No. 8 Ditch	0.23	229.00	53.30	CY		\$ 338.00	\$ 18,014.60	
Core & Main	9.1.2.2	Misc Supply House	Utility Support	1	2.00	2.00	EA		\$ 7,500.00	\$ 15,000.00	
Core & Main	9.1.2.2	Misc Supply House	16" Valve Additional @ LCRS	1	1.00	1.00	EA		\$ 9,733.71	\$ 9,733.71	
Core & Main	9.1.2.2	Supply House	24 HP DW STORM WTIB SOLID 20' DUAL WALL 24650020IBPL	1	80.00	80.00	FT		\$ 55.39	\$ 4,431.20	
Rinker	9.1.2.2	Precast	Precast Irrigation Structure	1	2.00	2.00	EA		\$ 2,000.00	\$ 4,000.00	
Absolute	9.1.2.2	Welding	Single Lap Weld .219 Wall	1	702.00	702.00	EA		\$ 175.00	\$ 122,850.00	
Absolute	9.1.2.2	Welding	Double Lap Weld .219 Wall	1	38.00	38.00	EA		\$ 350.00	\$ 13,300.00	
Absolute	9.1.2.2	Welding	Double Weld Butt Strap	1	8.00	8.00	EA		\$ 900.00	\$ 7,200.00	
Absolute	9.1.2.2	Welding	Air Test	1	8.00	8.00	EA		\$ 200.00	\$ 1,600.00	
Absolute	9.1.2.2	Welding	Pass Hole	1	60.00	60.00	EA		\$ 150.00	\$ 9,000.00	
Absolute	9.1.2.2	Welding	Hourly Standby Time	1	85.00	85.00	HR		\$ 110.00	\$ 9,350.00	
Absolute	9.1.2.2	Welding	Hourly Fit Up Time	1	45.00	45.00	HR		\$ 110.00	\$ 4,950.00	
Coblaco	9.1.2.2	Coating	Single Lap Weld .219 Wall	1	740.00	740.00	EA		\$ 145.00	\$ 107,300.00	
Coblaco	9.1.2.2	Coating	Double Weld Butt Strap	1	8.00	8.00	EA		\$ 185.00	\$ 1,480.00	
Coblaco	9.1.2.2	Coating	Pass Hole	1	60.00	60.00	EA		\$ 30.00	\$ 1,800.00	
Northern	9.1.2.2	Survey	Survey (Included 10% Restake)	1.10	28,525.00	31,377.50	LF		\$ 1.77	\$ 55,552.00	
Ranger	9.1.2.2	Survey	GPS Layout	1	28,525.00	28,525.00	LF		\$ 0.57	\$ 16,259.25	
Dominant Dirt Work	9.1.2.2	Dirt Work	Haul Excess Generated Material (Scraper) SW corner of the Montana property	1.00	6,430.00	6,430.00	CY		\$ 2.50	\$ 16,075.00	
Ralph Martinez Trucking	9.1.2.2	Trucking	Haul Excess Generated Material (Pipe Zone)	1.20	28,525.00	34,335.65	CY		\$ 12.25	\$ 420,626.45	
Qualcorr	9.1.2.2	Cathodic	External Corrosion Control Termination & Commissioning	1	1.00	1.00	LS		\$ 25,000.00	\$ 25,000.00	
MESA	9.1.2.2	Cathodic	Holiday Tester	1	1.00	1.00	EA		\$ 7,765.00	\$ 7,765.00	
MESA	9.1.2.2	Cathodic	Cathodic Materials	1	1.00	1.00	LS		\$ 98,941.20	\$ 98,941.20	
Town & County	9.1.2.2	Fencing	4-Wire Fence & T-Post	1	1,005.00	1,005.00	LF		\$ 5.50	\$ 5,527.50	
Chlorserv	9.1.2.2	Potholing	Chlorination & Dichlorination	1	1.00	1.00	LS		\$ 32,500.00	\$ 32,500.00	
High Country Pipeline	9.1.2.2	Potholing	Hydrostatic Testing	1	6.00	6.00	Day		\$ 3,500.00	\$ 21,000.00	
Badger	9.1.2.2	Potholing	Utility Potholing	10	7.00	70.00	HR		\$ 305.50	\$ 21,385.00	
Badger	9.1.2.2	Potholing	Utility Potholing Backfill	1	9.00	9.00	Day		\$ 1,500.00	\$ 13,500.00	
Badger	9.1.2.2	Potholing	Utility Potholing Core Drill	1	8.00	8.00	EA		\$ 175.00	\$ 1,400.00	
	9.1.2.2		Dewatering & Trench Stabilization		9,300		LF				\$ 1,553,842.79
	9.1.2.2	Garney	CMAR Support Crew	5.0	9,300.00	5.00	Shifts		\$ 9,227.86	\$ 46,139.30	
MMM	9.1.2.2	Aggregate	Trench Stabilization - Stabilization 100% of Dewatering	0.70	9,300.00	6,510.00	Tons		\$ 38.00	\$ 247,380.00	
Kelley Dewatering	9.1.2.2	Dewatering	Bore Hole 8-19 Station 65+50 to 150+00 & 265+50 to 296+00 Includes Tunnels	1	1.00	1.00	LF		\$ 1,090,860.00	\$ 1,090,860.00	
Ralph Martinez Trucking	9.1.2.2	Trucking	Haul Off Excess	0.75	9,300.00	6,931.04	CY		\$ 12.25	\$ 84,908.22	
CMS	9.1.2.2	Permit	Dewatering Samples (1 Per Week/Outfall Location)	2	14.00	28.00	EA		\$ 425.00	\$ 11,900.00	
CMS	9.1.2.2	Permit	Dewatering Samples (1 Month + 6 Metals/Outfall Location)	1	6.00	6.00	MO		\$ 570.00	\$ 3,420.00	
CMS	9.1.2.2	Permit	Discharge Monitoring Reporting	1	6.00	6.00	MO		\$ 195.00	\$ 1,170.00	
	9.1.2.2		Dual Body Combination Air Release Valve w/ Manhole		7		EA				\$ 325,899.38
	9.1.2.2	Garney	CMAR Pipe Crew	1.0	7.00	1.00	Shifts		\$ 18,901.44	\$ 18,914.77	
	9.1.2.2	Garney	CMAR Support Crew	4.0	7.00	4.00	Shifts		\$ 9,227.86	\$ 36,914.44	
Core & Main	9.1.2.2	Supply House	MANWAY	1	7.00	7.00	EA	included		Included	
Core & Main	9.1.2.2	Supply House	24" A193 B7/194 H2 B&N KIT IMP	1	7.00	7.00	EA		\$ 380.28	\$ 2,661.96	
Core & Main	9.1.2.2	Supply House	24X1/8 FLG FF GASKET	1	7.00	7.00	EA		\$ 318.25	\$ 2,227.75	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	7.00	7.00	EA		\$ 15.29	\$ 107.03	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	7.00	7.00	EA		\$ 74.39	\$ 520.73	
Core & Main	9.1.2.2	Supply House	AIR VAC	2	7.00	14.00	EA	included		Included	
Core & Main	9.1.2.2	Supply House	Combination Air Release & Vacuum Valve Assembly - 1/4" Orifice	2	1.00	2.00	EA		\$ 1,877.78	\$ 3,755.56	
Core & Main	9.1.2.2	Supply House	Combination Air Release & Vacuum Valve Assembly - 5/16" Orifice	2	4.00	8.00	EA		\$ 1,877.78	\$ 15,022.24	
Core & Main	9.1.2.2	Supply House	Combination Air Release & Vacuum Valve Assembly - 5/16" Orifice	2	2.00	4.00	EA		\$ 1,877.78	\$ 7,511.12	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	2	7.00	14.00	EA		\$ 1,527.15	\$ 21,380.10	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	2	7.00	14.00	EA		\$ 156.30	\$ 2,188.20	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	2	7.00	14.00	EA		\$ 19.10	\$ 267.40	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	1	40.00	40.00	FT		\$ 12.29	\$ 491.60	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	1	240.00	240.00	EA		\$ 10.87	\$ 2,608.80	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	6X4 PVC S40 RED HXH 429-532	2	7.00	14.00	EA		\$ 24.51	\$ 343.14	
Core & Main	9.1.2.2	Supply House	4 PVC SCH40 PIPE SWB 20'	1	80.00	80.00	FT		\$ 6.55	\$ 524.00	
Core & Main	9.1.2.2	Supply House	4X2 SCH40 CROSS HXH 420-420	2	7.00	14.00	EA		\$ 40.49	\$ 566.86	
Core & Main	9.1.2.2	Supply House	2X1 SCH40 BUS SPXPHUB 437-249	2	7.00	14.00	EA		\$ 1.55	\$ 21.70	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 PIPE SWB 20'	1	20.00	20.00	FT		\$ 1.17	\$ 23.40	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 90 HXH 406-010	2	7.00	14.00	EA		\$ 0.70	\$ 9.80	
Core & Main	9.1.2.2	Supply House	1 SCH40 M ADP HXMIPT 436-010	2	7.00	14.00	EA		\$ 0.62	\$ 8.68	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC SCH40 BUSH SPXPIP 438-247	2	7.00	14.00	EA		\$ 2.20	\$ 30.80	
Core & Main	9.1.2.2	Supply House	1/2X6 304SS NIPPLE	2	7.00	14.00	EA		\$ 5.86	\$ 82.04	
Core & Main	9.1.2.2	Supply House	1/2 SS THRD BALL VALVE #4550	2	7.00	14.00	EA		\$ 16.94	\$ 237.16	
Core & Main	9.1.2.2	Supply House	1/2 304SS STREET 90	2	7.00	14.00	EA		\$ 5.51	\$ 77.14	
Core & Main	9.1.2.2	Supply House	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	2	7.00	14.00	EA		\$ 32.91	\$ 460.74	
Core & Main	9.1.2.2	Supply House	4"GV - Combination Air Release & Vacuum Valve Assembly	2	7.00	14.00	EA		\$ 877.42	\$ 12,283.88	
Core & Main	9.1.2.2	Supply House	4" A193 B7/194 H2 B&N KIT IMP	6	7.00	42.00	EA		\$ 23.92	\$ 1,004.64	
Core & Main	9.1.2.2	Supply House	4X1/8 FLG FF GARLOCK GASKET	6	7.00	42.00	EA		\$ 34.60	\$ 1,453.20	
Core & Main	9.1.2.2	Supply House	4 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	2	7.00	14.00	EA		\$ 35.34	\$ 494.76	
Core & Main	9.1.2.2	Supply House	Vent	1	7.00	7.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	1	7.00	7.00	EA		\$ 1,527.15	\$ 10,690.05	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	1	7.00	7.00	EA		\$ 156.30	\$ 1,094.10	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	1	7.00	7.00	EA		\$ 19.10	\$ 133.70	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	5	7.00	35.00	FT		\$ 12.29	\$ 430.15	
Core & Main	9.1.2.2	Supply House	6 PVC S40 90 HXH 406-060	1	7.00	7.00	EA		\$ 42.95	\$ 300.65	
Core & Main	9.1.2.2	Supply House	10"X6" LG SCH 40 STEEL WALL	1	7.00	7.00	EA		\$ 280.00	\$ 1,960.00	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-400-SS	14	7.00	98.00	EA		\$ 18.06	\$ 1,769.88	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS	1	7.00	7.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	4	7.00	28.00	EA		\$ 550.41	\$ 15,411.48	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	4	7.00	28.00	EA		\$ 71.49	\$ 2,001.72	
SRM	9.1.2.2	Supply House	4000 PSI Concrete - Valve & Misc. Concrete	3	7.00	21.00	CY		\$ 152.50	\$ 3,202.50	
MMM	9.1.2.2	Aggregate	Squeegee - 3/8 x 16 Mesh	30	7.00	210.00	Tons		\$ 21.00	\$ 4,410.00	
MMM	9.1.2.2	Aggregate	1.5" Crushed	15	7.00	105.00	Tons		\$ 38.00	\$ 3,990.00	
Rinker	9.1.2.2	Precast	8" ID Manhole	1	7.00	7.00	EA		\$ 12,110.00	\$ 84,770.00	
Coblaco	9.1.2.2	Coating	Interior Pipe Coatings	1	7.00	7.00	EA		\$ 2,500.00	\$ 17,500.00	
Moore Foam	9.1.2.2	Spray Foam	Exterior Spray Foam Insulation	1	7.00	7.00	EA		\$ 2,200.00	\$ 15,400.00	
Moore Foam	9.1.2.2	Spray Foam	Mobilization	1	4.00	4.00	EA		\$ 400.00	\$ 1,600.00	
	9.1.2.2		Blow Off Valve		11		EA				\$ 221,824.74
	9.1.2.2	Garney	CMAR Pipe Crew	1.0	11.00	1.00	Shifts		\$ 18,901.44	\$ 18,914.77	
	9.1.2.2	Garney	CMAR Support Crew	3.0	11.00	3.00	Shifts		\$ 9,227.86	\$ 27,683.58	
Core & Main	9.1.2.2	Supply House	12" BFV - Blow Off Valve Assembly 150B	1	9.00	9.00	EA		\$ 1,866.67	\$ 16,800.03	
Core & Main	9.1.2.2	Supply House	12" BFV - Blow Off Valve Assembly 250B	2	2.00	4.00	EA		\$ 3,061.12	\$ 12,244.48	
Core & Main	9.1.2.2	Supply House	12" A193 B7/194 H2 B&N KIT IMP	1	11.00	11.00	EA		\$ 91.02	\$ 1,001.22	
Core & Main	9.1.2.2	Supply House	12" A193 B7/194 H2 B&N KIT IMP	1	11.00	11.00	EA		\$ 91.02	\$ 1,001.22	
Core & Main	9.1.2.2	Supply House	12X1/8 FLG FF GARLOCK GASKET	1	11.00	11.00	EA		\$ 140.28	\$ 1,543.08	
Core & Main	9.1.2.2	Supply House	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON	1	11.00	11.00	EA		\$ 110.31	\$ 1,213.41	
Core & Main	9.1.2.2	Supply House	664-A LF VALVE BOX KIT W/LID CONSISTING OF COMPONENTS	1	11.00	11.00	EA		\$ 205.00	\$ 2,255.00	
Core & Main	9.1.2.2	Supply House	24 #60-A VALVE BOX EXT IMP	5	11.00	55.00	EA		\$ 97.75	\$ 5,376.25	
Core & Main	9.1.2.2	Supply House	18" VALVE STEM EXT - DWB WITH 16 MIL BLACK EPOXY	1	2.00	2.00	EA		\$ 354.57	\$ 709.14	
Core & Main	9.1.2.2	Supply House	16" VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 174.47	\$ 174.47	
Core & Main	9.1.2.2	Supply House	14" VALVE EXTENSION STEM	1	5.00	5.00	EA		\$ 162.66	\$ 813.30	
Core & Main	9.1.2.2	Supply House	12" VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 154.70	\$ 154.70	
Core & Main	9.1.2.2	Supply House	10" VALVE EXTENSION STEM	1	2.00	2.00	EA		\$ 146.83	\$ 293.66	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	1	11.00	11.00	EA		\$ 518.75	\$ 5,706.25	
Core & Main	9.1.2.2	Supply House	12 TJ PR350 DI PIPE	20	11.00	220.00	FT		\$ 51.61	\$ 11,354.20	
Core & Main	9.1.2.2	Supply House	12 DIP BELL JT REST 171200Y W/BLUE FLUORODE RODS	1	11.00	11.00	EA		\$ 352.33	\$ 3,875.63	
Core & Main	9.1.2.2	Supply House	30" POLYWRAP 10"-12" DIP 440'X22' PRFD / 500' NON-PRFD	1	440.00	440.00	FT		\$ 0.64	\$ 281.60	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	2	11.00	22.00	EA		\$ 5.00	\$ 110.00	
Core & Main	9.1.2.2	Supply House	LUBE 1 QT F/WATER/SWR PIPE	1	11.00	11.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	5	11.00	55.00	EA		\$ 1.72	\$ 94.60	
Core & Main	9.1.2.2	Supply House	GLEN-4 TEST BOX W4 TRM & LOCK	2	11.00	22.00	EA		\$ 68.93	\$ 1,516.46	
Core & Main	9.1.2.2	Supply House	12GA X 500' TRW BLUE SOLID UF 60 MIL PVC JACKET 600V TRACER WIRE	50	11.00	550.00	FT		\$ 0.38	\$ 209.00	
Core & Main	9.1.2.2	Supply House	6X1000' DETECTO TAPE-WATER DT6BW	1	1.00	1.00	RL		\$ 87.20	\$ 87.20	
Core & Main	9.1.2.2	Supply House	12 MI TEE C153 IMP	1	11.00	11.00	EA		\$ 635.25	\$ 6,987.75	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MI DI 1112 RST F/DI PIPE, BLACK	2	11.00	22.00	EA		\$ 112.71	\$ 2,479.62	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	3	11.00	33.00	EA		\$ 51.92	\$ 1,713.36	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	12X2 MJ TAPT PLUG C153 IMP	1	11.00	11.00	EA		\$ 245.96	\$ 2,705.56	
Core & Main	9.1.2.2	Supply House	2X1 BRASS BUSHING NO LEAD (I)	1	11.00	11.00	EA		\$ 19.54	\$ 214.94	
Core & Main	9.1.2.2	Supply House	H15428N 1 ADPT 110 CTSXMIP NO LEAD	1	11.00	11.00	EA		\$ 28.56	\$ 314.16	
Core & Main	9.1.2.2	Supply House	6133T 1 CTS S/S INSERT F/PE	1	11.00	11.00	EA		\$ 4.02	\$ 44.22	
Core & Main	9.1.2.2	Supply House	1X100' CTS PE TUBING 200PSI PE3408 NSF SDR-9 D2737	10	11.00	110.00	FT		\$ 1.22	\$ 134.20	
Core & Main	9.1.2.2	Supply House	H15428N 1 ADPT 110 CTSXMIP NO LEAD	1	11.00	11.00	EA		\$ 28.56	\$ 314.16	
Core & Main	9.1.2.2	Supply House	6133T 1 CTS S/S INSERT F/PE	1	11.00	11.00	EA		\$ 4.02	\$ 44.22	
Core & Main	9.1.2.2	Supply House	B20283N 1 BALL CURB FIPXFIP W/PLN HEAD 1/4 TURN CHECK NO LEAD	1	11.00	11.00	EA		\$ 130.45	\$ 1,434.95	
Core & Main	9.1.2.2	Supply House	8"0" 5601 AP CURB BOX	1	11.00	11.00	EA		\$ 132.38	\$ 1,456.18	
Core & Main	9.1.2.2	Supply House	1 BRASS ST 90 NO LEAD (I)	1	11.00	11.00	EA		\$ 13.39	\$ 147.29	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 18" PRIMED IMP	1	2.00	2.00	EA		\$ 3,665.07	\$ 7,330.14	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 16" PRIMED IMP	1	1.00	1.00	EA		\$ 3,298.80	\$ 3,298.80	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 14" PRIMED IMP	1	5.00	5.00	EA		\$ 2,933.74	\$ 14,668.70	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 12" PRIMED IMP	1	1.00	1.00	EA		\$ 2,568.68	\$ 2,568.68	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 10" PRIMED IMP	1	2.00	2.00	EA		\$ 2,203.62	\$ 4,407.24	
Core & Main	9.1.2.2	Supply House	12 FLG TEE C110 PR IMP	1	11.00	11.00	EA		\$ 1,389.44	\$ 15,283.84	
Core & Main	9.1.2.2	Supply House	12 BLIND FLG DI PR IMP	1	11.00	11.00	EA		\$ 451.61	\$ 4,967.71	
Core & Main	9.1.2.2	Supply House	12X2 TAPT BLIND FLG DI PR IMP	1	11.00	11.00	EA		\$ 492.45	\$ 5,416.95	
Core & Main	9.1.2.2	Supply House	DIXON DMH2025F 2X2-1/2 HYD HEX NIPPLE 2"MIP X 2-1/2"MNST	1	11.00	11.00	EA		\$ 30.41	\$ 334.51	
Core & Main	9.1.2.2	Supply House	DIXON FC250F 2-1/2 BRS HYD CAP 2-1/2 NST LUG CAP W/CHAIN	1	11.00	11.00	EA		\$ 31.59	\$ 347.49	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	2	11.00	22.00	EA		\$ 550.41	\$ 12,109.02	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	2	11.00	22.00	EA		\$ 71.49	\$ 1,572.78	
Core & Main	9.1.2.2	Supply House	12 MJ 45 C153 IMP	1	11.00	11.00	EA		\$ 378.13	\$ 4,159.43	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	1	11.00	11.00	EA		\$ 112.71	\$ 1,239.81	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	1	11.00	11.00	EA		\$ 51.92	\$ 571.12	
Core & Main	9.1.2.2	Supply House	12 MJ 90 C153 IMP	1	11.00	11.00	EA		\$ 457.19	\$ 5,029.09	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	1	11.00	11.00	EA		\$ 112.71	\$ 1,239.81	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	1	11.00	11.00	EA		\$ 51.92	\$ 571.12	
Core & Main	9.1.2.2	Supply House	12" A193 B7/194 H2 B&N KIT IMP	3	11.00	33.00	EA		\$ 91.02	\$ 3,003.66	
Core & Main	9.1.2.2	Supply House	12X1/8 FLG FF GARLOCK GASKET	3	11.00	33.00	EA		\$ 140.28	\$ 4,629.24	
SRM	9.1.2.2	Concrete	4000 PSI Concrete - Valve & Misc. Concrete	2.5	11.00	27.50	CY		\$ 168.50	\$ 4,633.75	
SRM	9.1.2.2	Concrete	Flowable Fill	5	11.00	55.00	CY		\$ 152.50	\$ 8,387.50	
MMM	9.1.2.2	Aggregate	Squeeze - 3/8 x 16 Mesh	10.00	11.00	110.00	Tons		\$ 21.00	\$ 2,310.00	
MMM	9.1.2.2	Aggregate	Type M Rip Rap	10	11.00	110.00	Tons		\$ 46.50	\$ 5,115.00	
MMM	9.1.2.2	Aggregate	1.5" Crushed	15	11.00	165.00	Tons		\$ 38.00	\$ 6,270.00	
	9.1.2.2		42" Isolation Valves		4		EA				\$ 725,762.43
	9.1.2.2	Garney	CMAR Pipe Crew	2.0	4.00	8.00	Shifts		\$ 18,901.44	\$ 151,318.14	
	9.1.2.2	Garney	CMAR Support Crew	3.0	4.00	12.00	Shifts		\$ 9,227.86	\$ 110,734.33	
Core & Main	9.1.2.2	Supply House	42" BFV - Butterfly Valve Vault	1	4.00	4.00	EA		\$ 44,333.34	\$ 177,333.36	
Core & Main	9.1.2.2	Supply House	AIR VAC	2	4.00	8.00	EA		included	Included	
Core & Main	9.1.2.2	Supply House	Combination Air Release & Vacuum Valve Assembly - 1/4" Orifice	2	4.00	8.00	EA		\$ 1,877.78	\$ 15,022.24	
Core & Main	9.1.2.2	Supply House	4"GV - Combination Air Release & Vacuum Valve Assembly	2	4.00	8.00	EA		\$ 877.42	\$ 7,019.36	
Core & Main	9.1.2.2	Supply House	4" A193 B7/194 H2 B&N KIT IMP	6	4.00	24.00	EA		\$ 23.92	\$ 574.08	
Core & Main	9.1.2.2	Supply House	4X1/8 FLG FF GARLOCK GASKET	6	4.00	24.00	EA		\$ 34.60	\$ 830.40	
Core & Main	9.1.2.2	Supply House	4 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	2	4.00	8.00	EA		\$ 35.34	\$ 282.72	
Core & Main	9.1.2.2	Supply House	4 MIXFLG 90 C153 IMP	2	4.00	8.00	EA		\$ 105.47	\$ 843.76	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	2	4.00	8.00	EA		\$ 29.54	\$ 236.32	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	2	4.00	8.00	EA		\$ 25.12	\$ 200.96	
Core & Main	9.1.2.2	Supply House	4 TJ PR350 DI PIPE	18	4.00	72.00	FT		\$ 37.86	\$ 2,725.92	
Core & Main	9.1.2.2	Supply House	22"/24" POLYWRAP 6"- 8" DIP 440'X22'PRFD / 500' NON-PRFD	88	4.00	352.00	FT		\$ 0.54	\$ 190.08	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	1	4.00	4.00	EA		\$ 5.00	\$ 20.00	
Core & Main	9.1.2.2	Supply House	LUBE 1 QT F/WATER/SWR PIPE	1	4.00	4.00	EA		included	Included	
Core & Main	9.1.2.2	Supply House	4 MJ L/P SLV C153 IMP	2	4.00	8.00	EA		\$ 80.44	\$ 643.52	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	4	4.00	16.00	EA		\$ 29.54	\$ 472.64	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	4	4.00	16.00	EA		\$ 25.12	\$ 401.92	
Core & Main	9.1.2.2	Supply House	4 MJ 90 C153 IMP	2	4.00	8.00	EA		\$ 90.75	\$ 726.00	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	4	4.00	16.00	EA		\$ 29.54	\$ 472.64	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	4	4.00	16.00	EA		\$ 25.12	\$ 401.92	
Core & Main	9.1.2.2	Supply House	4 FLGXPE DI PIPE PR 3" PRIMED IMP	2	4.00	8.00	EA		\$ 355.83	\$ 2,846.64	
Core & Main	9.1.2.2	Supply House	4 FLGXFLG DI PIPE PR 0"6" PRIMED IMP	2	4.00	8.00	EA		\$ 316.87	\$ 2,534.96	
Core & Main	9.1.2.2	Supply House	4 FLG TEE C110 PR IMP	2	4.00	8.00	EA		\$ 304.56	\$ 2,436.48	
Core & Main	9.1.2.2	Supply House	4X2 TAPT BLIND FLG DI PR IMP	2	4.00	8.00	EA		\$ 128.81	\$ 1,030.48	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	2	4.00	8.00	EA		\$ 15.29	\$ 122.32	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	2	4.00	8.00	EA		\$ 1,527.15	\$ 12,217.20	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	2	4.00	8.00	EA		\$ 156.30	\$ 1,250.40	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	2	4.00	8.00	EA		\$ 19.10	\$ 152.80	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	4	4.00	16.00	EA		\$ 12.29	\$ 196.64	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	30	4.00	120.00	EA		\$ 10.87	\$ 1,304.40	
Core & Main	9.1.2.2	Supply House	6X4 PVC S40 RED HXH 429-532	2	4.00	8.00	EA		\$ 24.51	\$ 196.08	
Core & Main	9.1.2.2	Supply House	4 PVC SCH40 PIPE SWB 20'	4	4.00	16.00	EA		\$ 6.55	\$ 104.80	
Core & Main	9.1.2.2	Supply House	4X2 SCH40 CROSS HXH 420-420	2	4.00	8.00	EA		\$ 40.49	\$ 323.92	
Core & Main	9.1.2.2	Supply House	2X1 SCH40 BUS SPXHUB 437-249	2	4.00	8.00	EA		\$ 1.55	\$ 12.40	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 PIPE SWB 20'	4	4.00	16.00	EA		\$ 1.17	\$ 18.72	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 90 HXH 406-010	2	4.00	8.00	EA		\$ 0.70	\$ 5.60	
Core & Main	9.1.2.2	Supply House	1 SCH40 M ADP HXMIPT 436-010	2	4.00	8.00	EA		\$ 0.62	\$ 4.96	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC SCH40 BUSH SPXFIP 438-247	2	4.00	8.00	EA		\$ 2.20	\$ 17.60	
Core & Main	9.1.2.2	Supply House	1/2X6 304SS NIPPLE	2	4.00	8.00	EA		\$ 5.86	\$ 46.88	
Core & Main	9.1.2.2	Supply House	1/2 SS THRD BALL VALVE #4550	2	4.00	8.00	EA		\$ 16.94	\$ 135.52	
Core & Main	9.1.2.2	Supply House	1/2 304SS STREET 90	2	4.00	8.00	EA		\$ 5.51	\$ 44.08	
Core & Main	9.1.2.2	Supply House	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	4	4.00	16.00	EA		\$ 32.91	\$ 526.56	
Core & Main	9.1.2.2	Supply House	5' VLV EXT STEM F/2" NUT	2	4.00	8.00	EA		\$ 109.80	\$ 878.40	
Core & Main	9.1.2.2	Supply House	6' VALVE EXT STEM F/2" NUT	1	4.00	4.00	EA		\$ 117.17	\$ 468.68	
Core & Main	9.1.2.2	Supply House	OPERATOR EXTENSION STEM GUIDE	3	4.00	12.00	EA		\$ 76.34	\$ 916.08	
Core & Main	9.1.2.2	Supply House	VALVE BOX SUPPORT PLATE	3	4.00	12.00	EA		\$ 89.09	\$ 1,069.08	
Core & Main	9.1.2.2	Supply House	10T VLV BOX TOP SEC SLIP IMP	3	4.00	12.00	EA		\$ 66.00	\$ 792.00	
Core & Main	9.1.2.2	Supply House	5-1/4 VLV BOX LID M/WATER	3	4.00	12.00	EA		\$ 33.00	\$ 396.00	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	3	4.00	12.00	EA		\$ 518.75	\$ 6,225.00	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS	4	4.00	16.00	EA	included		Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	4	4.00	16.00	EA		\$ 550.41	\$ 8,806.56	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	4	4.00	16.00	EA		\$ 71.49	\$ 1,143.84	
Core & Main	9.1.2.2	Supply House	FLANGE ACCESSORIES	1	4.00	4.00	EA		\$ 23.92	\$ 95.68	
Core & Main	9.1.2.2	Supply House	4" A193 B7/194 H2 B&N KIT IMP	12	4.00	48.00	EA		\$ 34.60	\$ 1,660.80	
Core & Main	9.1.2.2	Supply House	4X1/8 FLG FF GARLOCK GASKET	12	4.00	48.00	EA		\$ 34.60	\$ 1,660.80	
Core & Main	9.1.2.2	Supply House	PIPE SUPPORTS	1	4.00	4.00	EA	included		Included	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 12"-16"	2	4.00	8.00	EA		\$ 261.43	\$ 2,091.44	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 16"-24"	2	4.00	8.00	EA		\$ 305.72	\$ 2,445.76	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 48"-54"	2	4.00	8.00	EA		\$ 384.29	\$ 3,074.32	
Core & Main	9.1.2.2	Supply House	SPEARS 861-015 1-1/2 S80 ADAPT SPGXM	1	4.00	4.00	EA		\$ 7.06	\$ 28.24	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 BU SXH 837-251	1	4.00	4.00	EA		\$ 8.51	\$ 34.04	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 REDUCER HXH 829-251	1	4.00	4.00	EA		\$ 12.95	\$ 51.80	
Core & Main	9.1.2.2	Supply House	2 PVC SCH80 PIPE PE 20'	8	4.00	32.00	EA		\$ 4.25	\$ 136.00	
Core & Main	9.1.2.2	Supply House	2" BELLOWS EJ22-020	1	4.00	4.00	EA		\$ 461.35	\$ 1,845.40	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	4.00	4.00	EA		\$ 224.47	\$ 897.88	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-020 2IN IND TRUE U (UNION) BALL VALVE	1	4.00	4.00	EA		\$ 188.84	\$ 755.36	
Core & Main	9.1.2.2	Supply House	2X2 PVC S80 TEE HXHXH 801-020	1	4.00	4.00	EA		\$ 21.25	\$ 85.00	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC S80 BU SXH 837-247	1	4.00	4.00	EA		\$ 8.51	\$ 34.04	
Core & Main	9.1.2.2	Supply House	1/2 PVC SCH80 PIPE PE 20'	4	4.00	16.00	EA		\$ 0.95	\$ 15.20	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-005 1/2 TRUE UNION BALL VLV EDPM	1	4.00	4.00	EA		\$ 60.95	\$ 243.80	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	4.00	4.00	EA		\$ 224.47	\$ 897.88	
Core & Main	9.1.2.2	Supply House	4X2 PVC S80 TEE HXH 801-420	1	4.00	4.00	EA		\$ 42.57	\$ 170.28	
Core & Main	9.1.2.2	Supply House	4 PVC S80 FEM ADPT 835-040	1	4.00	4.00	EA		\$ 65.69	\$ 262.76	
Core & Main	9.1.2.2	Supply House	4 PVC S80 TH PLUG MIPT 850-040	1	4.00	4.00	EA		\$ 42.36	\$ 169.44	
Core & Main	9.1.2.2	Supply House	6"X12"LG SCH 40 STELL WALL	1	4.00	4.00	EA		\$ 227.15	\$ 908.60	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	22	4.00	88.00	EA		\$ 10.87	\$ 956.56	
Core & Main	9.1.2.2	Supply House	2"IPS OFFSET SUPPORT	1	4.00	4.00	EA		\$ 170.00	\$ 680.00	
MMM	9.1.2.2	Aggregate	1.5" Crushed	30	5.00	150.00	Tons		\$ 38.00	\$ 5,700.00	
SRM	9.1.2.2	Concrete	4000 PSI Concrete - Valve & Misc. Concrete	5	5.00	25.00	CY		\$ 168.50	\$ 4,212.50	
SRM	9.1.2.2	Concrete	Flowable Fill	6.5	5.00	32.50	CY		\$ 152.50	\$ 4,956.25	
Rinker	9.1.2.2	Precast	8' ID Manhole	1	5.00	5.00	EA		\$ 23,190.00	\$ 115,950.00	
Coblaco	9.1.2.2	Coating	Interior Pipe Coatings	1	5.00	5.00	EA		\$ 2,500.00	\$ 12,500.00	
Moore Foam	9.1.2.2	Spray Foam	Exterior Spray Foam Insulation	1	5.00	5.00	EA		\$ 3,100.00	\$ 15,500.00	
Moore Foam	9.1.2.2	Spray Foam	Mobilization	0.5	5.00	2.50	EA		\$ 400.00	\$ 1,000.00	
	9.1.2.2		LCR 5 - Meter Vault Assembly (ELCO)		1		EA				\$ 705,826.78
	9.1.2.2	Garney	CMAR Pipe Crew	1.0	1.00	1.00	Shifts		\$ 18,901.44	\$ 18,914.77	
Buildout & Backfill	9.1.2.2	Garney	CMAR Support Crew - Interior Piping	18.0	1.00	18.00	Shifts		\$ 5,270.69	\$ 94,872.36	
Electrical	9.1.2.2	Garney	CMAR Support Crew	2.0	1.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	LCR 5 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 13,271.12	\$ 13,271.12	
Core & Main	9.1.2.2	Supply House	LCR 5 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	LCR 5 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 39,300.00	\$ 39,300.00	
Core & Main	9.1.2.2	Supply House	LCR 5 - 12-IN Flow Meter Vault	1	2.00	2.00	EA		\$ 3,061.12	\$ 6,122.24	
Core & Main	9.1.2.2	Supply House	LCR 5 - 16-IN Flow Meter Vault	1	2.00	2.00	EA		\$ 4,433.34	\$ 8,866.68	
Core & Main	9.1.2.2	Supply House	664-A LF VALVE BOX KIT W/LID CONSISTING OF COMPONENTS	1	1.00	1.00	EA		\$ 205.00	\$ 205.00	
Core & Main	9.1.2.2	Supply House	24 #60-A VALVE BOX EXT IMP	3	1.00	3.00	EA		\$ 97.75	\$ 293.25	
Core & Main	9.1.2.2	Supply House	10' VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 146.83	\$ 146.83	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	1	1.00	1.00	EA		\$ 518.75	\$ 518.75	
Core & Main	9.1.2.2	Supply House	16 PVC C900 DR18 PIPE (G) 20' PC235	40	1.00	40.00	FT		\$ 85.50	\$ 3,420.00	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	2	1.00	2.00	EA		\$ 1.72	\$ 3.44	
Core & Main	9.1.2.2	Supply House	GLEN-4 TEST BOX W4 TRM & LOCK	2	1.00	2.00	EA		\$ 68.93	\$ 137.86	
Core & Main	9.1.2.2	Supply House	12GA X 500' TRW BLUE SOLID UF 60 MIL PVC JACKET 600V TRACER WIRE	500	1.00	500.00	FT		\$ 0.38	\$ 190.00	
Core & Main	9.1.2.2	Supply House	37"/36" POLYWRAP 14"-16" DIP 220'X22'PRFD / 500' NON-PRFD	220	1.00	220.00	FT		\$ 0.91	\$ 200.20	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	2	1.00	2.00	EA		\$ 5.00	\$ 10.00	
Core & Main	9.1.2.2	Supply House	16 MJ 45 C153 IMP	2	1.00	2.00	EA		\$ 739.75	\$ 1,479.50	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	4	1.00	4.00	EA		\$ 283.66	\$ 1,134.64	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	4	1.00	4.00	EA		\$ 84.79	\$ 339.16	
Core & Main	9.1.2.2	Supply House	16X12 MJ RED C153 IMP	2	1.00	2.00	EA		\$ 490.88	\$ 981.76	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	2	1.00	2.00	EA		\$ 283.66	\$ 567.32	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	2	1.00	2.00	EA		\$ 84.79	\$ 169.58	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	2	1.00	2.00	EA		\$ 112.71	\$ 225.42	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	2	1.00	2.00	EA		\$ 51.92	\$ 103.84	
Core & Main	9.1.2.2	Supply House	16 MJ 90 C153 IMP	1	1.00	1.00	EA		\$ 1,034.69	\$ 1,034.69	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	2	1.00	2.00	EA		\$ 283.66	\$ 567.32	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	2	1.00	2.00	EA		\$ 84.79	\$ 169.58	
Core & Main	9.1.2.2	Supply House	16 MJ L/P SLV C153 IMP	1	1.00	1.00	EA		\$ 666.19	\$ 666.19	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	2	1.00	2.00	EA		\$ 283.66	\$ 567.32	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	2	1.00	2.00	EA		\$ 84.79	\$ 169.58	
Core & Main	9.1.2.2	Supply House	664-A LF VALVE BOX KIT W/LID CONSISTING OF COMPONENTS	1	1.00	1.00	EA		\$ 205.00	\$ 205.00	
Core & Main	9.1.2.2	Supply House	24 #60-A VALVE BOX EXT IMP	3	1.00	3.00	EA		\$ 97.75	\$ 293.25	
Core & Main	9.1.2.2	Supply House	10' VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 146.83	\$ 146.83	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	1	1.00	1.00	EA		\$ 518.75	\$ 518.75	
Core & Main	9.1.2.2	Supply House	16 FOSTER ADPT EPXY W/BLUE B&N 16FA-OX.BLU USA	1	1.00	1.00	EA		\$ 449.94	\$ 449.94	
Core & Main	9.1.2.2	Supply House	12" W LINE WITHIN LCRS VAULT	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 6' PRIMED IMP	1	1.00	1.00	EA		\$ 1,473.50	\$ 1,473.50	
Core & Main	9.1.2.2	Supply House	16"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 497.15	\$ 497.15	
Core & Main	9.1.2.2	Supply House	SLEEVE W/WC -HS EPOXY - IMPORT	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-325-SS	28	1.00	28.00	EA		\$ 14.92	\$ 417.76	
Core & Main	9.1.2.2	Supply House	1/2" CONNECTIONS	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	BR2B1314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	2	1.00	2.00	EA		\$ 313.21	\$ 626.42	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	2	1.00	2.00	EA		\$ 1.08	\$ 2.16	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	2	1.00	2.00	EA		\$ 2.62	\$ 5.24	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	2	1.00	2.00	EA		\$ 8.83	\$ 17.66	
Core & Main	9.1.2.2	Supply House	BR2B1314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 313.21	\$ 313.21	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	2" DRAIN	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	BR2B1314IP200 SAD 12X2IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 359.71	\$ 359.71	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 110.31	\$ 110.31	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 4"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,607.23	\$ 1,607.23	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 1"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,060.25	\$ 1,060.25	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2" AIR RELIEF VALVE 50.1	1	1.00	1.00	EA		\$ 180.09	\$ 180.09	
Core & Main	9.1.2.2	Supply House	12"CONTROL VALVE ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	975-12001200-003 12 DISM JT EPXY	1	1.00	1.00	EA		\$ 1,190.13	\$ 1,190.13	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 2"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,242.17	\$ 1,242.17	
Core & Main	9.1.2.2	Supply House	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 110.31	\$ 110.31	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,473.50	\$ 1,473.50	
Core & Main	9.1.2.2	Supply House	2" DRAIN		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR2B1314IP200 SAD 12X2IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 359.71	\$ 359.71	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	
Core & Main	9.1.2.2	Supply House	BR2B1314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 313.21	\$ 313.21	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	16"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 497.15	\$ 497.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-325-SS	28	1.00	28.00	EA		\$ 14.92	\$ 417.76	
Core & Main	9.1.2.2	Supply House	FLANGE ACCESSORIES	1	1.00	1.00			Included	Included	
Core & Main	9.1.2.2	Supply House	12" A193 B7/194 H2 B&N KIT IMP	10	1.00	10.00	EA		\$ 91.02	\$ 910.20	
Core & Main	9.1.2.2	Supply House	12X1/8 FLG FF GARLOCK GASKET	10	1.00	10.00	EA		\$ 140.28	\$ 1,402.80	
Core & Main	9.1.2.2	Supply House	PIPE SUPPORTS	1	1.00	1.00			Included	Included	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 16"-24"	6	1.00	6.00	EA		\$ 305.72	\$ 1,834.32	
Core & Main	9.1.2.2	Supply House	SUMP PUMP	1	1.00	1.00			Included	Included	
Core & Main	9.1.2.2	Supply House	1/2HP SUMP PUMP TDH 8' S FLOAT	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
Core & Main	9.1.2.2	Supply House	SPEARS 861-015 1-1/2 S80 ADAPT SPGXM	1	1.00	1.00	EA		\$ 7.06	\$ 7.06	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 BU SXH 837-251	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 REDUCER HXH 829-251	1	1.00	1.00	EA		\$ 12.95	\$ 12.95	
Core & Main	9.1.2.2	Supply House	2 PVC SCH80 PIPE PE 20'	20	1.00	20.00	FT		\$ 4.25	\$ 85.00	
Core & Main	9.1.2.2	Supply House	2"BELLOWS EJ22-020	1	1.00	1.00	EA		\$ 461.35	\$ 461.35	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-020 2IN IND TRUE U (UNION) BALL VALVE	1	1.00	1.00	EA		\$ 188.84	\$ 188.84	
Core & Main	9.1.2.2	Supply House	2X2 PVC S80 TEE HXXH 801-020	1	1.00	1.00	EA		\$ 21.25	\$ 21.25	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC S80 BU SXS 837-247	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	1/2 PVC SCH80 PIPE PE 20'	5	1.00	5.00	FT		\$ 0.95	\$ 4.75	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-005 1/2 TRUE UNION BALL VLV EDPM	1	1.00	1.00	EA		\$ 60.95	\$ 60.95	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	4X2 PVC S80 TEE HXH 801-420	1	1.00	1.00	EA		\$ 42.57	\$ 42.57	
Core & Main	9.1.2.2	Supply House	4 PVC S80 FEM ADPT 835-040	1	1.00	1.00	EA		\$ 65.69	\$ 65.69	
Core & Main	9.1.2.2	Supply House	4 PVC S80 TH PLUG MIPT 850-040	1	1.00	1.00	EA		\$ 42.36	\$ 42.36	
Core & Main	9.1.2.2	Supply House	6"X12"LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 227.15	\$ 227.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	22	1.00	22.00	EA		\$ 10.87	\$ 239.14	
Core & Main	9.1.2.2	Supply House	2"IPS OFFSET SUPPORT	1	1.00	1.00	EA		\$ 170.00	\$ 170.00	
Core & Main	9.1.2.2	Supply House	EXHAUST FAN	1	1.00	1.00	EA		Included	Included	
Mechanical	9.1.2.2	Mechanical	6"EXHAUST FAN	1	1.00	1.00	EA		Included	Included	
Mechanical	9.1.2.2	Mechanical	6" RUBBER BELLOWS	1	1.00	1.00	EA		Included	Included	
Mechanical	9.1.2.2	Mechanical	6"RUSKIN PVC DAMPER	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 CPLG HXH 429-060	2	1.00	2.00	EA		\$ 19.60	\$ 39.20	
Core & Main	9.1.2.2	Supply House	6 PVC S40 90 HXH 406-060	1	1.00	1.00	EA		\$ 42.95	\$ 42.95	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 12.29	\$ 245.80	
Core & Main	9.1.2.2	Supply House	6"IPS OFFSET SUPPORTS	4	1.00	4.00	EA		\$ 220.00	\$ 880.00	
Core & Main	9.1.2.2	Supply House	10"X6" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 280.00	\$ 280.00	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-400-SS	14	1.00	14.00	EA		\$ 18.06	\$ 252.84	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	1	1.00	1.00	EA		\$ 1,527.15	\$ 1,527.15	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	1	1.00	1.00	EA		\$ 156.30	\$ 156.30	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	1	1.00	1.00	EA		\$ 19.10	\$ 19.10	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	6	1.00	6.00	EA		\$ 550.41	\$ 3,302.46	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	6	1.00	6.00	EA		\$ 71.49	\$ 428.94	
MMM	9.1.2.2	Aggregate	1.5" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
SRM	9.1.2.2	Concrete	4000 PSI Concrete - Valve & Misc. Concrete	2	5.00	10.00	CY		\$ 168.50	\$ 1,685.00	
SRM	9.1.2.2	Concrete	Flowable Fill	1	4.00	4.00	CY		\$ 152.50	\$ 610.00	
SCS	9.1.2.2	Cast-In-Place	Flow Meter Vault - Cast-in-place	1	1.00	1.00	LS		\$ 223,732.81	\$ 223,732.81	
SCS	9.1.2.2	Cast-In-Place	Concrete Pad	1	1.00	1.00	EA		\$ 8,752.61	\$ 8,752.61	
SCS	9.1.2.2	Cast-In-Place	Vault Structural Design & Oversight	0.33	1.00	0.33	EA		\$ 7,676.37	\$ 2,558.79	
SCS	9.1.2.2	Cast-In-Place	Mobilization	0.33	1.00	0.33	EA		\$ 9,243.96	\$ 3,081.32	
Weifield	9.1.2.2	Electrical	Electrical, Instrumentation & Control	1	1.00	1.00	EA		\$ 166,525.00	\$ 166,525.00	
Horizon	9.1.2.2	Mechanical	Mechanical	1	1.00	1.00	EA		\$ 31,711.50	\$ 31,711.50	
Coblaco	9.1.2.2	Coating	Interior Pipe Coatings	1	1.00	1.00	EA		\$ 17,500.00	\$ 17,500.00	
Moore Foam	9.1.2.2	Spray Foam	Exterior Spray Foam Insulation	1	1.00	1.00	EA		\$ 4,000.00	\$ 4,000.00	
Moore Foam	9.1.2.2	Spray Foam	Mobilization	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
	9.1.2.2		LCR 1 - Meter Vault Assembly (ELCO Future Vault)		1		EA				\$ 729,130.51
	9.1.2.2	Garney	CMAR Pipe Crew	1.0	1.00	1.00	Shifts		\$ 18,901.44	\$ 18,914.77	
Buildout & Backfill	9.1.2.2	Garney	CMAR Support Crew - Interior Piping	17.0	1.00	17.00	Shifts		\$ 5,270.69	\$ 89,601.68	
Electrical	9.1.2.2	Garney	CMAR Support Crew	2.0	1.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	
Core & Main	9.1.2.2	Supply House	LCR 1 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 38,497.78	\$ 38,497.78	
Core & Main	9.1.2.2	Supply House	LCR 1 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	LCR 1 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 12,617.78	\$ 12,617.78	
Core & Main	9.1.2.2	Supply House	LCR 1 - 12-IN Flow Meter Vault	2	1.00	2.00	EA		\$ 1,866.67	\$ 3,733.34	
Core & Main	9.1.2.2	Supply House	LCR 1 - 12-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 3,555.56	\$ 3,555.56	
Core & Main	9.1.2.2	Supply House	16" A193 B7/194 H2 B&N KIT IMP	1	1.00	1.00	EA		\$ 380.28	\$ 380.28	
Core & Main	9.1.2.2	Supply House	16X1/8 FLG FF GARLOCK GASKET	2	1.00	2.00	EA		\$ 60.69	\$ 121.38	
Core & Main	9.1.2.2	Supply House	16 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 196.28	\$ 196.28	
Core & Main	9.1.2.2	Supply House	16" BFV ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	664-A LF VALVE BOX KIT W/LID CONSISTING OF COMPONENTS	1	1.00	1.00	EA		\$ 205.00	\$ 205.00	
Core & Main	9.1.2.2	Supply House	24 #60-A VALVE BOX EXT IMP	3	1.00	3.00	EA		\$ 97.75	\$ 293.25	
Core & Main	9.1.2.2	Supply House	10" VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 146.83	\$ 146.83	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	1	1.00	1.00	EA		\$ 518.75	\$ 518.75	
Core & Main	9.1.2.2	Supply House	16 PVC C900 DR18 PIPE (G) 20' PC235	80	1.00	80.00	FT		\$ 85.50	\$ 6,840.00	
Core & Main	9.1.2.2	Supply House	16 BELL REST HARNESS 2816-C900 F/C900 W/STD HARDWARE 281600	2	1.00	2.00	EA		\$ 555.84	\$ 1,111.68	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	5	1.00	5.00	EA		\$ 1.72	\$ 8.60	
Core & Main	9.1.2.2	Supply House	GLEN-4 TEST BOX W4 TRM & LOCK	2	1.00	2.00	EA		\$ 68.93	\$ 137.86	
Core & Main	9.1.2.2	Supply House	12GA X 500' TRW BLUE SOLID UF 60 MIL PVC JACKET 600V TRACER WIRE	500	1.00	500.00	FT		\$ 0.38	\$ 190.00	
Core & Main	9.1.2.2	Supply House	37"/36" POLYWRAP 14"-16" DIP 220'X22'PRFD / 500' NON-PRFD	220	1.00	220.00	FT		\$ 0.91	\$ 200.20	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	2	1.00	2.00	EA		\$ 5.00	\$ 10.00	
Core & Main	9.1.2.2	Supply House	16 MJ 90 C153 IMP	2	1.00	2.00	EA		\$ 1,034.69	\$ 2,069.38	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	4	1.00	4.00	EA		\$ 283.66	\$ 1,134.64	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X5" B&N	4	1.00	4.00	EA		\$ 84.79	\$ 339.16	
Core & Main	9.1.2.2	Supply House	16X12 MJ RED C153 IMP	1	1.00	1.00	EA		\$ 490.88	\$ 490.88	
Core & Main	9.1.2.2	Supply House	16 EBAA MEGALUG F/C900 2016PV	1	1.00	1.00	EA		\$ 283.66	\$ 283.66	
Core & Main	9.1.2.2	Supply House	16" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X5" B&N	1	1.00	1.00	EA		\$ 84.79	\$ 84.79	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 112.71	\$ 112.71	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	1	1.00	1.00	EA		\$ 51.92	\$ 51.92	
Core & Main	9.1.2.2	Supply House	12 MJ CAP C153 IMP	1	1.00	1.00	EA		\$ 192.34	\$ 192.34	
Core & Main	9.1.2.2	Supply House	12 EBAA MEGALUG MJ DI 1112 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 112.71	\$ 112.71	
Core & Main	9.1.2.2	Supply House	12" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4.5" B&N	1	1.00	1.00	EA		\$ 51.92	\$ 51.92	
Core & Main	9.1.2.2	Supply House	12" COUNTY LINE RD VAULT		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 6' PRIMED IMP	1	1.00	1.00	EA		\$ 1,473.50	\$ 1,473.50	
Core & Main	9.1.2.2	Supply House	16"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 497.15	\$ 497.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-325-SS	28	1.00	28.00	EA		\$ 14.92	\$ 417.76	
Core & Main	9.1.2.2	Supply House	1/2" CONNECTIONS		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR2B1314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	2	1.00	2.00	EA		\$ 313.21	\$ 626.42	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	2	1.00	2.00	EA		\$ 1.08	\$ 2.16	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	2	1.00	2.00	EA		\$ 2.62	\$ 5.24	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	2	1.00	2.00	EA		\$ 8.83	\$ 17.66	
Core & Main	9.1.2.2	Supply House	GAUGE TRANSMITTER		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR281314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 313.21	\$ 313.21	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	PRESSURE TRASMITTER	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	2" DRAIN		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR281314IP200 SAD 12X2IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 359.71	\$ 359.71	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	
Core & Main	9.1.2.2	Supply House	12"BFV ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 110.31	\$ 110.31	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 4"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,607.23	\$ 1,607.23	
Core & Main	9.1.2.2	Supply House	12"FLOW METER ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 1"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,060.25	\$ 1,060.25	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2" AIR RELIEF VALVE 50.1	1	1.00	1.00	EA		\$ 180.09	\$ 180.09	
Core & Main	9.1.2.2	Supply House	12"CONTROL VALVE ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	975-12001200-003 12 DISM JT EPXY	1	1.00	1.00	EA		\$ 1,190.13	\$ 1,190.13	
Core & Main	9.1.2.2	Supply House	12 FLGXFLG DI PIPE PR 2"6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,242.17	\$ 1,242.17	
Core & Main	9.1.2.2	Supply House	12"BFV ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	12 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 110.31	\$ 110.31	
Core & Main	9.1.2.2	Supply House	12 FLGXPE DI PIPE PR 6" PRIMED IMP	1	1.00	1.00	EA		\$ 1,473.50	\$ 1,473.50	
Core & Main	9.1.2.2	Supply House	2" DRAIN		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR281314IP200 SAD 12X2IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 359.71	\$ 359.71	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	
Core & Main	9.1.2.2	Supply House	GAUGE TRANSMITTER		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	BR281314IP075 SAD 12X3/4IP 13.14-14.58 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 313.21	\$ 313.21	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	PRESSURE TRASMITTER	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	16"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 497.15	\$ 497.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-325-S5	28	1.00	28.00	EA		\$ 14.92	\$ 417.76	
Core & Main	9.1.2.2	Supply House	FLANGE ACCESSORIES		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	12" A193 B7/194 H2 B&N KIT IMP	10	1.00	10.00	EA		\$ 91.02	\$ 910.20	
Core & Main	9.1.2.2	Supply House	12X1/8 FLG FF GARLOCK GASKET	10	1.00	10.00	EA		\$ 140.28	\$ 1,402.80	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	PIPE SUPPORTS		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 16"-24"	6	1.00	6.00	EA		\$ 305.72	\$ 1,834.32	
Core & Main	9.1.2.2	Supply House	SUMP PUMP		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	1/2HP SUMP PUMP TDH 8' S FLOAT	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
Core & Main	9.1.2.2	Supply House	SPEARS 861-015 1-1/2 S80 ADAPT SPGXM	1	1.00	1.00	EA		\$ 7.06	\$ 7.06	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 BU SXH 837-251	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 REDUCER HXH 829-251	1	1.00	1.00	EA		\$ 12.95	\$ 12.95	
Core & Main	9.1.2.2	Supply House	2 PVC SCH80 PIPE PE 20'	20	1.00	20.00	FT		\$ 4.25	\$ 85.00	
Core & Main	9.1.2.2	Supply House	2" BELLOWS EJ22-020	1	1.00	1.00	EA		\$ 461.35	\$ 461.35	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-020 2IN IND TRUE U (UNION) BALL VALVE	1	1.00	1.00	EA		\$ 188.84	\$ 188.84	
Core & Main	9.1.2.2	Supply House	2X2 PVC S80 TEE HXHXH 801-020	1	1.00	1.00	EA		\$ 21.25	\$ 21.25	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC S80 BU SXS 837-247	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	1/2 PVC SCH80 PIPE PE 20'	5	1.00	5.00	FT		\$ 0.95	\$ 4.75	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-005 1/2 TRUE UNION BALL VLV EDPM	1	1.00	1.00	EA		\$ 60.95	\$ 60.95	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	4X2 PVC S80 TEE HXH 801-420	1	1.00	1.00	EA		\$ 42.57	\$ 42.57	
Core & Main	9.1.2.2	Supply House	4 PVC S80 FEM ADPT 835-040	1	1.00	1.00	EA		\$ 65.69	\$ 65.69	
Core & Main	9.1.2.2	Supply House	4 PVC S80 TH PLUG MIPT 850-040	1	1.00	1.00	EA		\$ 42.36	\$ 42.36	
Core & Main	9.1.2.2	Supply House	6"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 227.15	\$ 227.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	22	1.00	22.00	EA		\$ 10.87	\$ 239.14	
Core & Main	9.1.2.2	Supply House	2"IPS OFFSET SUPPORT	1	1.00	1.00	EA		\$ 170.00	\$ 170.00	
Core & Main	9.1.2.2	Supply House	EXHAUST FAN		1.00	-			Included	Included	
Mechanical	9.1.2.2	Mechanical	6"EXHAUST FAN	1	1.00	1.00	EA		Included	Included	
Mechanical	9.1.2.2	Mechanical	6" RUBBER BELLOWS	1	1.00	1.00	EA		Included	Included	
Mechanical	9.1.2.2	Mechanical	6"RUSKIN PVC DAMPER	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 CPLG HXH 429-060	2	1.00	2.00	EA		\$ 19.60	\$ 39.20	
Core & Main	9.1.2.2	Supply House	6 PVC S40 90 HXH 406-060	1	1.00	1.00	EA		\$ 42.95	\$ 42.95	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 12.29	\$ 245.80	
Core & Main	9.1.2.2	Supply House	6"IPS OFFSET SUPPORTS	4	1.00	4.00	EA		\$ 220.00	\$ 880.00	
Core & Main	9.1.2.2	Supply House	10"X6" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 280.00	\$ 280.00	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-400-SS	14	1.00	14.00	EA		\$ 18.06	\$ 252.84	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	1	1.00	1.00	EA		\$ 1,527.15	\$ 1,527.15	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	1	1.00	1.00	EA		\$ 156.30	\$ 156.30	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	1	1.00	1.00	EA		\$ 19.10	\$ 19.10	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	6	1.00	6.00	EA		\$ 550.41	\$ 3,302.46	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	6	1.00	6.00	EA		\$ 71.49	\$ 428.94	
MMM	9.1.2.2	Aggregate	15" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
SRM	9.1.2.2	Concrete	4000 PSI Concrete - Valve & Misc. Concrete	2	5.00	10.00	CY		\$ 168.50	\$ 1,685.00	
SRM	9.1.2.2	Concrete	Flowable Fill	1	4.00	4.00	CY		\$ 152.50	\$ 610.00	
SCS	9.1.2.2	Cast-In-Place	Flow Meter Vault - Cast-in-place	1	1.00	1.00	LS		\$ 230,792.58	\$ 230,792.58	
SCS	9.1.2.2	Cast-In-Place	Concrete Pad	1	1.00	1.00	EA		\$ 8,752.61	\$ 8,752.61	
SCS	9.1.2.2	Cast-In-Place	Vault Structural Design & Oversight	0.33	1.00	0.33	EA		\$ 7,676.37	\$ 2,558.79	
SCS	9.1.2.2	Cast-In-Place	Mobilization	0.33	1.00	0.33	EA		\$ 9,243.96	\$ 3,081.32	
Wefield	9.1.2.2	Electrical	Electrical, Instrumentation & Control	1	1.00	1.00	EA		\$ 169,146.00	\$ 169,146.00	
Horizon	9.1.2.2	Mechanical	Mechanical	1	1.00	1.00	EA		\$ 31,711.50	\$ 31,711.50	
Cobloco	9.1.2.2	Coating	Interior Pipe Coatings	1	1.00	1.00	EA		\$ 17,500.00	\$ 17,500.00	
Moore Foam	9.1.2.2	Spray Foam	Exterior Spray Foam Insulation	1	1.00	1.00	EA		\$ 4,000.00	\$ 4,000.00	
Moore Foam	9.1.2.2	Spray Foam	Mobilization	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
	9.1.2.2		LCR1 - Meter Vault Assembly (NWCWD)		1		EA				\$ 1,103,182.56
	9.1.2.2	Garney	CMAR Pipe Crew	9.0	1.00	9.00	Shifts		\$ 18,901.44	\$ 170,232.91	
Buildout & Backfill	9.1.2.2	Garney	CMAR Support Crew - Interior Piping	24.0	1.00	24.00	Shifts		\$ 5,270.69	\$ 126,496.49	
Electrical	9.1.2.2	Garney	CMAR Support Crew	2.0	1.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	
Core & Main	9.1.2.2	Supply House	LCR 1 - 24-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 30,438.89	\$ 30,438.89	
Core & Main	9.1.2.2	Supply House	LCR 1 - 24-IN Flow Meter Vault	1	1.00	1.00	EA		Included	Included	
Core & Main	9.1.2.2	Supply House	LCR 1 - 24-IN Flow Meter Vault	1	1.00	1.00	EA		\$ 72,324.45	\$ 72,324.45	
Core & Main	9.1.2.2	Supply House	Butterfly Valve Vault	3	1.00	3.00	EA		\$ 13,311.12	\$ 39,933.36	
Core & Main	9.1.2.2	Supply House	24" A193 B7/194 HZ B&N KIT IMP	2	1.00	2.00	EA		\$ 380.28	\$ 760.56	
Core & Main	9.1.2.2	Supply House	24X1/8 FLG FF GARLOCK GASKET	2	1.00	2.00	EA		\$ 318.25	\$ 636.50	
Core & Main	9.1.2.2	Supply House	24" BFV ON 2950244		1.00	-			Included	Included	
Core & Main	9.1.2.2	Supply House	24 TJ PR200 DI PIPE	54	1.00	54.00	FT		\$ 123.62	\$ 6,675.48	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	2	1.00	2.00	EA		\$ 5.00	\$ 10.00	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	5	1.00	5.00	EA		\$ 1.72	\$ 8.60	
Core & Main	9.1.2.2	Supply House	GLEN-4 TEST BOX W4 TRM & LOCK	2	1.00	2.00	EA		\$ 68.93	\$ 137.86	
Core & Main	9.1.2.2	Supply House	12GA X 500' TRW BLUE SOLID UF 60 MIL PVC JACKET 600V TRACER WIRE	500	1.00	500.00	FT		\$ 0.38	\$ 190.00	
Core & Main	9.1.2.2	Supply House	24 PVC C900 DR18 PIPE (G) 20' PC235	20	1.00	20.00	FT		\$ 180.96	\$ 3,619.20	
Core & Main	9.1.2.2	Supply House	3M DBR/Y 600V SPLICE KIT	5	1.00	5.00	EA		\$ 1.72	\$ 8.60	
Core & Main	9.1.2.2	Supply House	GLEN-4 TEST BOX W4 TRM & LOCK	2	1.00	2.00	EA		\$ 68.93	\$ 137.86	
Core & Main	9.1.2.2	Supply House	12GA X 500' TRW BLUE SOLID UF 60 MIL PVC JACKET 600V TRACER WIRE	500	1.00	500.00	FT		\$ 0.38	\$ 190.00	
Core & Main	9.1.2.2	Supply House	24 MJ L/P SLV C153 IMP	6	1.00	6.00	EA		\$ 1,396.31	\$ 8,377.86	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	12	1.00	12.00	EA		\$ 521.54	\$ 6,258.48	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	12	1.00	12.00	EA		\$ 213.32	\$ 2,559.84	
Core & Main	9.1.2.2	Supply House	24 MJ TEE C153 IMP	1	1.00	1.00	EA		\$ 2,841.30	\$ 2,841.30	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 521.54	\$ 521.54	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	2	1.00	2.00	EA		\$ 213.32	\$ 426.64	
Core & Main	9.1.2.2	Supply House	24 MJXMI ADAPT SERIES 100 FBE WITH STAR BLUE ACC IMPORT	1	1.00	1.00	EA		\$ 940.71	\$ 940.71	
Core & Main	9.1.2.2	Supply House	24 MJ PLUG C153 IMP	1	1.00	1.00	EA		\$ 1,291.29	\$ 1,291.29	
Core & Main	9.1.2.2	Supply House	36X24 MJ RED C153 IMP	1	1.00	1.00	EA		\$ 3,355.44	\$ 3,355.44	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 521.54	\$ 521.54	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	1	1.00	1.00	EA		\$ 213.32	\$ 213.32	
Core & Main	9.1.2.2	Supply House	36 EBAA MEGALUG MJ DI 1136 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 1,594.38	\$ 1,594.38	
Core & Main	9.1.2.2	Supply House	36 MJ REGULAR GASKET F/DI	1	1.00	1.00	EA		\$ 58.19	\$ 58.19	
Core & Main	9.1.2.2	Supply House	1X6 T-HEAD B&N COR BLUE	24	1.00	24.00	EA		\$ 12.21	\$ 293.04	
Core & Main	9.1.2.2	Supply House	36 MJ TEE C153 IMP	1	1.00	1.00	EA		\$ 8,642.04	\$ 8,642.04	
Core & Main	9.1.2.2	Supply House	36 EBAA MEGALUG MJ DI 1136 RST F/DI PIPE, BLACK	3	1.00	3.00	EA		\$ 1,594.38	\$ 4,783.14	
Core & Main	9.1.2.2	Supply House	36 MJ REGULAR GASKET F/DI	3	1.00	3.00	EA		\$ 58.19	\$ 174.57	
Core & Main	9.1.2.2	Supply House	1X6 T-HEAD B&N COR BLUE	72	1.00	72.00	EA		\$ 12.21	\$ 879.12	
Core & Main	9.1.2.2	Supply House	36"X4'-0" PEXPE DI PIPE CL/TAR	1	1.00	1.00	EA		\$ 3,604.45	\$ 3,604.45	
Core & Main	9.1.2.2	Supply House	36 MJ L/P SLV C153 IMP	1	1.00	1.00	EA		\$ 3,940.20	\$ 3,940.20	
Core & Main	9.1.2.2	Supply House	36 EBAA MEGALUG MJ DI 1136 RST F/DI PIPE, BLACK	2	1.00	2.00	EA		\$ 1,594.38	\$ 3,188.76	
Core & Main	9.1.2.2	Supply House	36 MJ REGULAR GASKET F/DI	2	1.00	2.00	EA		\$ 58.19	\$ 116.38	
Core & Main	9.1.2.2	Supply House	1X6 T-HEAD B&N COR BLUE	48	1.00	48.00	EA		\$ 12.21	\$ 586.08	
Core & Main	9.1.2.2	Supply House	BFV ACC		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	3	1.00	3.00	EA		\$ 521.54	\$ 1,564.62	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	3	1.00	3.00	EA		\$ 213.32	\$ 639.96	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	1	1.00	1.00	EA		\$ 521.54	\$ 521.54	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	1	1.00	1.00	EA		\$ 213.32	\$ 213.32	
Core & Main	9.1.2.2	Supply House	664-A LF VALVE BOX KIT W/UD CONSISTING OF COMPONENTS	1	1.00	1.00	EA		\$ 205.00	\$ 205.00	
Core & Main	9.1.2.2	Supply House	24 #60-A VALVE BOX EXT IMP	3	1.00	3.00	EA		\$ 97.75	\$ 293.25	
Core & Main	9.1.2.2	Supply House	10' VALVE EXTENSION STEM	1	1.00	1.00	EA		\$ 146.83	\$ 146.83	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	1	1.00	1.00	EA		\$ 518.75	\$ 518.75	
Core & Main	9.1.2.2	Supply House	24" WATER LINE WITHIN LCR1		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	24 FLGXPE DI PIPE PR 4'6" PRIMED IMP	1	1.00	1.00	EA		\$ 3,064.78	\$ 3,064.78	
Core & Main	9.1.2.2	Supply House	32"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 1,327.15	\$ 1,327.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-615-SS	30	1.00	30.00	EA		\$ 173.48	\$ 5,204.40	
Core & Main	9.1.2.2	Supply House	24 FLGXFLG DI PIPE PR 6' PRIMED IMP	1	1.00	1.00	EA		\$ 4,836.37	\$ 4,836.37	
Core & Main	9.1.2.2	Supply House	GAUGE TRANSMITTER		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	BR282400IP075 SAD 24X3/4IP	1	1.00	1.00	EA		\$ 1,134.34	\$ 1,134.34	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	PRESSURE TRANSMITTER	1	1.00	1.00	EA		included	Included	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	2" DRAIN		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	BR282400IP200 SAD 24X2IP 24.00-25.80 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 1,134.90	\$ 1,134.90	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2" AIR RELIEF VALVE 50.1	1	1.00	1.00	EA		\$ 180.09	\$ 180.09	
Core & Main	9.1.2.2	Supply House	24" CONTROL VALVE ON 2950244		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	975-24002400-003 24 DISM JT EPXY	1	1.00	1.00	EA		\$ 2,707.51	\$ 2,707.51	
Core & Main	9.1.2.2	Supply House	24 FLGXPE DI PIPE PR 9' PRIMED IMP	1	1.00	1.00	EA		\$ 4,948.87	\$ 4,948.87	
Core & Main	9.1.2.2	Supply House	32"X12" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 1,327.15	\$ 1,327.15	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-615-SS	30	1.00	30.00	EA		\$ 173.48	\$ 5,204.40	
Core & Main	9.1.2.2	Supply House	2" DRAIN		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	BR2B2400IP200 SAD 24X2IP 24.00-25.80 DBL STRAP BRNZ SAD	1	1.00	1.00	EA		\$ 1,134.90	\$ 1,134.90	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 15.29	\$ 15.29	
Core & Main	9.1.2.2	Supply House	2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 74.39	\$ 74.39	
Core & Main	9.1.2.2	Supply House	GAUGE TRANSMITTER		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	BR2B2400IP075 SAD 24X3/4IP	1	1.00	1.00	EA		\$ 1,134.34	\$ 1,134.34	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	1	1.00	1.00	EA		\$ 1.08	\$ 1.08	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS TEE NO LEAD (I)	1	1.00	1.00	EA		\$ 5.31	\$ 5.31	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	PRESSURE TRASMITER	1	1.00	1.00	EA		included	Included	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	1	1.00	1.00	EA		\$ 8.83	\$ 8.83	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	1	1.00	1.00	EA		\$ 2.62	\$ 2.62	
Core & Main	9.1.2.2	Supply House	1/2 BRASS 90 NO LEAD (I)	1	1.00	1.00	EA		\$ 4.61	\$ 4.61	
Core & Main	9.1.2.2	Supply House	1/2 SNUBBER FOR GAUGE SNUBBER FOR GAUGE	1	1.00	1.00	EA		\$ 41.96	\$ 41.96	
Core & Main	9.1.2.2	Supply House	0-300 PRESSURE ASHCROFT GAUGE	1	1.00	1.00	EA		\$ 142.12	\$ 142.12	
Core & Main	9.1.2.2	Supply House	1/2" CONNECTIONS		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	BR2B2400IP075 SAD 24X3/4IP	2	1.00	2.00	EA		\$ 1,134.34	\$ 2,268.68	
Core & Main	9.1.2.2	Supply House	3/4X1/2 NYLON BUSHING	2	1.00	2.00	EA		\$ 1.08	\$ 2.16	
Core & Main	9.1.2.2	Supply House	1/2X2 BRASS NIPPLE NO LEAD (I)	2	1.00	2.00	EA		\$ 2.62	\$ 5.24	
Core & Main	9.1.2.2	Supply House	1/2 R&W F/P BALL VALVE 5544AB NO LEAD BRASS	2	1.00	2.00	EA		\$ 8.83	\$ 17.66	
Core & Main	9.1.2.2	Supply House	FLANGE ACCESSORIES		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	24 FLG INSULATION KIT 150H	1	1.00	1.00	EA		\$ 554.98	\$ 554.98	
Core & Main	9.1.2.2	Supply House	24" A193 B7/194 H2 B&N KIT IMP	6	1.00	6.00	EA		\$ 380.28	\$ 2,281.68	
Core & Main	9.1.2.2	Supply House	24X1/8 FLG FF GARLOCK GASKET	6	1.00	6.00	EA		\$ 318.25	\$ 1,909.50	
Core & Main	9.1.2.2	Supply House	PIPE SUPPORTS		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 16"-24"	5	1.00	5.00	EA		\$ 305.72	\$ 1,528.60	
Core & Main	9.1.2.2	Supply House	SUMP PUMP		1.00	-		included		Included	
Core & Main	9.1.2.2	Supply House	1/2HP SUMP PUMP TDH 8' S FLOAT	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
Core & Main	9.1.2.2	Supply House	SPEARS 861-015 1-1/2 S80 ADAPT SPGXM	1	1.00	1.00	EA		\$ 7.06	\$ 7.06	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 BU SXH 837-251	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 REDUCER HXH 829-251	1	1.00	1.00	EA		\$ 12.95	\$ 12.95	
Core & Main	9.1.2.2	Supply House	2 PVC SCH80 PIPE PE 20'	20	1.00	20.00	FT		\$ 4.25	\$ 85.00	
Core & Main	9.1.2.2	Supply House	2"BELLOWS EJ22-020	1	1.00	1.00	EA		\$ 461.35	\$ 461.35	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-020 2IN IND TRUE U (UNION) BALL VALVE	1	1.00	1.00	EA		\$ 188.84	\$ 188.84	
Core & Main	9.1.2.2	Supply House	2X2 PVC S80 TEE HXHXH 801-020	1	1.00	1.00	EA		\$ 21.25	\$ 21.25	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC S80 BU SXH 837-247	1	1.00	1.00	EA		\$ 8.51	\$ 8.51	
Core & Main	9.1.2.2	Supply House	1/2 PVC SCH80 PIPE PE 20'	5	1.00	5.00	FT		\$ 0.95	\$ 4.75	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-005 1/2 TRUE UNION BALL VLV EDPM	1	1.00	1.00	EA		\$ 60.95	\$ 60.95	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	1	1.00	1.00	EA		\$ 224.47	\$ 224.47	
Core & Main	9.1.2.2	Supply House	4X2 PVC S80 TEE HXH 801-420	1	1.00	1.00	EA		\$ 42.57	\$ 42.57	
Core & Main	9.1.2.2	Supply House	4 PVC S80 FEM ADPT 835-040	1	1.00	1.00	EA		\$ 65.69	\$ 65.69	
Core & Main	9.1.2.2	Supply House	4 PVC S80 TH PLUG MIPT 850-040	1	1.00	1.00	EA		\$ 42.36	\$ 42.36	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	22	1.00	22.00	EA		\$ 10.87	\$ 239.14	
Core & Main	9.1.2.2	Supply House	2"IPS OFFSET SUPPORT	1	1.00	1.00	EA		\$ 170.00	\$ 170.00	
Core & Main	9.1.2.2	Supply House	EXHAUST FAN		1.00	-		included		Included	
Mechanical	9.1.2.2	Mechanical	6"EXHAUST FAN	1	1.00	1.00	EA		included	Included	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Mechanical	9.1.2.2	Mechanical	6" RUBBER BELLOWS	1	1.00	1.00	EA		included	Included	
Mechanical	9.1.2.2	Mechanical	6"RUSKIN PVC DAMPER	1	1.00	1.00	EA		included	Included	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 CPLG HXH 429-060	2	1.00	2.00	EA		\$ 19.60	\$ 39.20	
Core & Main	9.1.2.2	Supply House	6 PVC S40 90 HXH 406-060	1	1.00	1.00	EA		\$ 42.95	\$ 42.95	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 12.29	\$ 245.80	
Core & Main	9.1.2.2	Supply House	6"IPS OFFSET SUPPORTS	4	1.00	4.00	EA		\$ 220.00	\$ 880.00	
Core & Main	9.1.2.2	Supply House	10"X6" LG SCH 40 STEEL WALL	1	1.00	1.00	EA		\$ 280.00	\$ 280.00	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-400-SS	14	1.00	14.00	EA		\$ 18.06	\$ 252.84	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	1	1.00	1.00	EA		\$ 1,527.15	\$ 1,527.15	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	1	1.00	1.00	EA		\$ 156.30	\$ 156.30	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	1	1.00	1.00	EA		\$ 19.10	\$ 19.10	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	6	1.00	6.00	EA		\$ 550.41	\$ 3,302.46	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	6	1.00	6.00	EA		\$ 71.49	\$ 428.94	
Core & Main	9.1.2.2	Supply House	4" PIPING AT 24" BFV MANHOLE		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	4" A193 B7/194 H2 B&N KIT IMP	1	1.00	1.00	EA		\$ 23.92	\$ 23.92	
Core & Main	9.1.2.2	Supply House	4X1/8 FLG FF GARLOCK GASKET	1	1.00	1.00	EA		\$ 34.60	\$ 34.60	
Core & Main	9.1.2.2	Supply House	4 FLG INS KIT-DIA DWB SPEC W/FF 3200 STYLE GSKT TOP HAT STYLE MINLON SLEEVE PLAIN F436 HARDENED WASHERS	1	1.00	1.00	EA		\$ 35.34	\$ 35.34	
Core & Main	9.1.2.2	Supply House	4 FLGXPE DI PIPE PR 1' PRIMED IMP	1	1.00	1.00	EA		\$ 205.33	\$ 205.33	
Core & Main	9.1.2.2	Supply House	24X6 MJ TEE C153 IMP	3	1.00	3.00	EA		\$ 1,751.06	\$ 5,253.18	
Core & Main	9.1.2.2	Supply House	24 EBAA MEGALUG MJ DI 1124 RST F/DI PIPE, BLACK	6	1.00	6.00	EA		\$ 521.54	\$ 3,129.24	
Core & Main	9.1.2.2	Supply House	24" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"XS" B&N	6	1.00	6.00	EA		\$ 213.32	\$ 1,279.92	
Core & Main	9.1.2.2	Supply House	6 MIXMJ ADPT SERIES 100 FBE W/STAR BLUE ACC MJA06FCB IMP	3	1.00	3.00	EA		\$ 152.65	\$ 457.95	
Core & Main	9.1.2.2	Supply House	6X4 MJ RED C153 IMP	3	1.00	3.00	EA		\$ 86.63	\$ 259.89	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	3	1.00	3.00	EA		\$ 29.54	\$ 88.62	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	3	1.00	3.00	EA		\$ 25.12	\$ 75.36	
Core & Main	9.1.2.2	Supply House	4 MIXMJ ADPT SERIES 100 FBE W/STAR BLUE ACC MJA04FCB IMP	3	1.00	3.00	EA		\$ 125.17	\$ 375.51	
Core & Main	9.1.2.2	Supply House	4 MJ 90 C153 IMP	4	1.00	4.00	EA		\$ 90.75	\$ 363.00	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	8	1.00	8.00	EA		\$ 29.54	\$ 236.32	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	8	1.00	8.00	EA		\$ 25.12	\$ 200.96	
Core & Main	9.1.2.2	Supply House	4 TJ PR350 DI PIPE	36	1.00	36.00	FT		\$ 37.86	\$ 1,362.96	
Core & Main	9.1.2.2	Supply House	22"/24" POLYWRAP 6"-, 8" DIP 440'X22'PRFD / 500' NON-PRFD	440	1.00	440.00	FT		\$ 0.54	\$ 237.60	
Core & Main	9.1.2.2	Supply House	10 MIL POLY TAPE 2"X 100'	2	1.00	2.00	EA		\$ 5.00	\$ 10.00	
Core & Main	9.1.2.2	Supply House	4 MJ L/P SLV C153 IMP	4	1.00	4.00	EA		\$ 80.44	\$ 321.76	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	8	1.00	8.00	EA		\$ 29.54	\$ 236.32	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	8	1.00	8.00	EA		\$ 25.12	\$ 200.96	
Core & Main	9.1.2.2	Supply House	4 MJ 90 C153 IMP	4	1.00	4.00	EA		\$ 90.75	\$ 363.00	
Core & Main	9.1.2.2	Supply House	4 EBAA MEGALUG MJ DI 1104 RSTR F/DI PIPE, BLACK	8	1.00	8.00	EA		\$ 29.54	\$ 236.32	
Core & Main	9.1.2.2	Supply House	4" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X4" B&N	8	1.00	8.00	EA		\$ 25.12	\$ 200.96	
Core & Main	9.1.2.2	Supply House	4 FLGXPE DI PIPE PR 3' PRIMED IMP	4	1.00	4.00	EA		\$ 355.83	\$ 1,423.32	
Core & Main	9.1.2.2	Supply House	4" GV ON 2950244		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	4 FLGXFLG DI PIPE PR 0'6" PRIMED IMP	4	1.00	4.00	EA		\$ 316.87	\$ 1,267.48	
Core & Main	9.1.2.2	Supply House	4 FLG TEE C110 PR IMP	4	1.00	4.00	EA		\$ 304.56	\$ 1,218.24	
Core & Main	9.1.2.2	Supply House	4X2 TAPT BLIND FLG DI PR IMP	4	1.00	4.00	EA		\$ 128.81	\$ 515.24	
Core & Main	9.1.2.2	Supply House	2X3 BRASS NIPPLE NO LEAD (I)	4	1.00	4.00	EA		\$ 15.29	\$ 61.16	
Core & Main	9.1.2.2	Supply House	6" GALV. VENT PIPE W/SS SCREEN	4	1.00	4.00	EA		\$ 1,527.15	\$ 6,108.60	
Core & Main	9.1.2.2	Supply House	6 GALV MI BREAK-AWAY CPLG	4	1.00	4.00	EA		\$ 156.30	\$ 625.20	
Core & Main	9.1.2.2	Supply House	6 SCH40 M ADP HXMIPT 436-060	4	1.00	4.00	EA		\$ 19.10	\$ 76.40	
Core & Main	9.1.2.2	Supply House	6 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 12.29	\$ 245.80	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	60	1.00	60.00	EA		\$ 10.87	\$ 652.20	
Core & Main	9.1.2.2	Supply House	6X4 PVC S40 RED HXH 429-532	4	1.00	4.00	EA		\$ 24.51	\$ 98.04	
Core & Main	9.1.2.2	Supply House	4 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 6.55	\$ 131.00	
Core & Main	9.1.2.2	Supply House	4X2 SCH40 CROSS HXH 420-420	4	1.00	4.00	EA		\$ 40.49	\$ 161.96	
Core & Main	9.1.2.2	Supply House	2X1 SCH40 BUS SPXHBH 437-249	4	1.00	4.00	EA		\$ 1.55	\$ 6.20	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 PIPE SWB 20'	20	1.00	20.00	FT		\$ 1.17	\$ 23.40	
Core & Main	9.1.2.2	Supply House	1 PVC SCH40 90 HXH 406-010	4	1.00	4.00	EA		\$ 0.70	\$ 2.80	
Core & Main	9.1.2.2	Supply House	1 SCH40 M ADP HXMIPT 436-010	4	1.00	4.00	EA		\$ 0.62	\$ 2.48	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC SCH40 BUSH SPXPFP 438-247	4	1.00	4.00	EA		\$ 2.20	\$ 8.80	
Core & Main	9.1.2.2	Supply House	1/2X6 304SS NIPPLE	4	1.00	4.00	EA		\$ 5.86	\$ 23.44	
Core & Main	9.1.2.2	Supply House	1/2 SS THRD BALL VALVE #4550	4	1.00	4.00	EA		\$ 16.94	\$ 67.76	
Core & Main	9.1.2.2	Supply House	1/2 304SS STREET 90	4	1.00	4.00	EA		\$ 5.51	\$ 22.04	
Core & Main	9.1.2.2	Supply House	4 PVC S80 VANSTONE FLG SW SOCKET W/PVC RING 854-040	4	1.00	4.00	EA		\$ 32.91	\$ 131.64	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Core & Main	9.1.2.2	Supply House	AIR VALVES ON 2950244		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	5' VLV EXT STEM F/2" NUT	5	1.00	5.00	EA		\$ 109.80	\$ 549.00	
Core & Main	9.1.2.2	Supply House	6" VALVE EXT STEM F/2" NUT	3	1.00	3.00	EA		\$ 117.17	\$ 351.51	
Core & Main	9.1.2.2	Supply House	VALVE BOX SUPPORT PLATE	8	1.00	8.00	EA		\$ 89.09	\$ 712.72	
Core & Main	9.1.2.2	Supply House	10T VLV BOX TOP SEC SLIP IMP	8	1.00	8.00	EA		\$ 66.00	\$ 528.00	
Core & Main	9.1.2.2	Supply House	5-1/4 VLV BOX LID M/WATER	8	1.00	8.00	EA		\$ 33.00	\$ 264.00	
Core & Main	9.1.2.2	Supply House	PRATT GROUND LEVEL POSITION	8	1.00	8.00	EA		\$ 518.75	\$ 4,150.00	
Core & Main	9.1.2.2	Supply House	PIPE BOLLARDS		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	6X96 GALV STL NIPPLE	8	1.00	8.00	EA		\$ 550.41	\$ 4,403.28	
Core & Main	9.1.2.2	Supply House	6 COMP FLG DI F/STL IMP	8	1.00	8.00	EA		\$ 71.49	\$ 571.92	
Core & Main	9.1.2.2	Supply House	FLANGE ACCESSORIES		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	4" A193 B7/194 H2 B&N KIT IMP	24	1.00	24.00	EA		\$ 23.92	\$ 574.08	
Core & Main	9.1.2.2	Supply House	4X1/8 FLG FF GARLOCK GASKET	24	1.00	24.00	EA		\$ 34.60	\$ 830.40	
Core & Main	9.1.2.2	Supply House	PIPE SUPPORTS		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 12"-16"	2	1.00	2.00	EA		\$ 261.43	\$ 522.86	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 16"-24"	2	1.00	2.00	EA		\$ 305.72	\$ 611.44	
Core & Main	9.1.2.2	Supply House	HDG HEAVY PIPE SUP 48"-54"	4	1.00	4.00	EA		\$ 384.29	\$ 1,537.16	
Core & Main	9.1.2.2	Supply House	SUMP PUMP		1.00	-			included	Included	
Core & Main	9.1.2.2	Supply House	1/2HP SUMP PUMP TDH 8' S FLOAT	2	1.00	2.00	EA		\$ 400.00	\$ 800.00	
Core & Main	9.1.2.2	Supply House	SPEARS 861-015 1-1/2 S80 ADAPT SPGXM	2	1.00	2.00	EA		\$ 7.06	\$ 14.12	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 BU SXH 837-251	2	1.00	2.00	EA		\$ 8.51	\$ 17.02	
Core & Main	9.1.2.2	Supply House	2X1-1/2 PVC S80 REDUCER HXH 829-251	2	1.00	2.00	EA		\$ 12.95	\$ 25.90	
Core & Main	9.1.2.2	Supply House	2 PVC SCH80 PIPE PE 20'	20	1.00	20.00	FT		\$ 4.25	\$ 85.00	
Core & Main	9.1.2.2	Supply House	2"BELLOWS E122-020	2	1.00	2.00	EA		\$ 461.35	\$ 922.70	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	2	1.00	2.00	EA		\$ 224.47	\$ 448.94	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-020 2IN IND TRUE U (UNION) BALL VALVE	2	1.00	2.00	EA		\$ 188.84	\$ 377.68	
Core & Main	9.1.2.2	Supply House	2X2 PVC S80 TEE HXHXH 801-020	2	1.00	2.00	EA		\$ 21.25	\$ 42.50	
Core & Main	9.1.2.2	Supply House	2X1/2 PVC S80 BU SXS 837-247	2	1.00	2.00	EA		\$ 8.51	\$ 17.02	
Core & Main	9.1.2.2	Supply House	1/2 PVC SCH80 PIPE PE 20'	5	1.00	5.00	FT		\$ 0.95	\$ 4.75	
Core & Main	9.1.2.2	Supply House	SPEARS 1829-005 1/2 TRUE UNION BALL VLV EDPM	2	1.00	2.00	EA		\$ 60.95	\$ 121.90	
Core & Main	9.1.2.2	Supply House	SPEARS 4529-020 2" TRUE UNION BALL CHECK VALVE	2	1.00	2.00	EA		\$ 224.47	\$ 448.94	
Core & Main	9.1.2.2	Supply House	4X2 PVC S80 TEE HXH 801-420	2	1.00	2.00	EA		\$ 42.57	\$ 85.14	
Core & Main	9.1.2.2	Supply House	4 PVC S80 FEM ADPT 835-040	2	1.00	2.00	EA		\$ 65.69	\$ 131.38	
Core & Main	9.1.2.2	Supply House	4 PVC S80 TH PLUG MIPT 850-040	2	1.00	2.00	EA		\$ 42.36	\$ 84.72	
Core & Main	9.1.2.2	Supply House	6"X12"LG SCH 40 STEEL WALL	2	1.00	2.00	EA		\$ 227.15	\$ 454.30	
Core & Main	9.1.2.2	Supply House	LINK SEAL LS-315-SS	44	1.00	44.00	EA		\$ 10.87	\$ 478.28	
Core & Main	9.1.2.2	Supply House	2"IPS OFFSET SUPPORT	2	1.00	2.00	EA		\$ 170.00	\$ 340.00	
MMM	9.1.2.2	Aggregate	Class 5/6 Road base	175	1.00	175.00	Tons		\$ 34.00	\$ 5,950.00	
MMM	9.1.2.2	Aggregate	1.5" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
SRM	9.1.2.2	Concrete	4000 PSI Concrete - Valve & Misc. Concrete	2	5.00	10.00	CY		\$ 168.50	\$ 1,685.00	
SRM	9.1.2.2	Concrete	Flowable Fill	1	4.00	4.00	CY		\$ 152.50	\$ 610.00	
SCS	9.1.2.2	Cast-In-Place	Flow Meter Vault - Cast-in-place	1	1.00	1.00	LS		\$ 240,706.94	\$ 240,706.94	
SCS	9.1.2.2	Cast-In-Place	Concrete Pad	1	1.00	1.00	EA		\$ 8,752.61	\$ 8,752.61	
SCS	9.1.2.2	Cast-In-Place	Vault Structural Design & Oversight	0.33	1.00	0.33	EA		\$ 7,676.37	\$ 2,558.79	
SCS	9.1.2.2	Cast-In-Place	Mobilization	0.33	1.00	0.33	EA		\$ 9,243.96	\$ 3,081.32	
Welfield	9.1.2.2	Electrical	Electrical, Instrumentation & Control	1	1.00	1.00	EA		\$ 174,219.00	\$ 174,219.00	
Horizon	9.1.2.2	Mechanical	Mechanical	1	1.00	1.00	EA		\$ 31,711.50	\$ 31,711.50	
Coblaco	9.1.2.2	Coating	Interior Pipe Coatings	1	1.00	1.00	EA		\$ 23,280.00	\$ 23,280.00	
Moore Foam	9.1.2.2	Spray Foam	Exterior Spray Foam Insulation	1	1.00	1.00	EA		\$ 4,000.00	\$ 4,000.00	
Moore Foam	9.1.2.2	Spray Foam	Mobilization	1	1.00	1.00	EA		\$ 400.00	\$ 400.00	
	9.1.2.2		Protective Canal / Creek Crossings		2		EA				\$ 185,857.34
	9.1.2.2	Garney	CMAR Pipe Crew	4.0	2.00	8.00	Shifts		\$ 18,901.44	\$ 151,318.14	
	9.1.2.2	Garney	CMAR Support Crew	1.0	2.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	
	9.1.2.2	Supply House	60" ADS Temporary Crossing Piping	60	1.00	60.00	LF		\$ 100.00	\$ 6,000.00	
	9.1.2.2	Supply House	60" ADS Temporary Crossing Piping	60	1.00	60.00	LF		\$ 100.00	\$ 6,000.00	
Ralph Martinez Trucking	9.1.2.2	Trucking	Imported Clay Ditch Lining	166.666667	2.00	333.33	CY		\$ 12.25	\$ 4,083.48	
	9.1.2.2		BNSF Railway - Guided Hammer Crossing		172		LF				\$ 719,138.58
Support Pipe Installation in Casing	9.1.2.2	Garney	CMAR Support Crew	3.0	172.00	3.00	Shifts		\$ 9,227.86	\$ 27,683.58	
MMM	9.1.2.2	Aggregate	1.5" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
SRM	9.1.2.2	Concrete	Flowable Fill @ Casing	2	20.00	40.00	CY		\$ 152.50	\$ 6,100.00	
BT Construction	9.1.2.2	Trenchless	Trenchless Mobilization & Demobilization	1	1.00	1.00	LF		\$ 20,755.00	\$ 20,755.00	
BT Construction	9.1.2.2	Trenchless	Tunnel Shafts - Launch & Receiving	1	1.00	1.00	LS		\$ 47,340.00	\$ 47,340.00	
BT Construction	9.1.2.2	Trenchless	Tunnel Excavation	1	172.00	172.00	LF		\$ 2,844.00	\$ 489,168.00	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
BT Construction	9.1.2.2	Trenchless	Tunnel Pipe Installation & Backfill Cellular Grout	1	172.00	172.00	LF		\$ 486.00	\$ 83,592.00	
BT Construction	9.1.2.2	Trenchless	Geotechnical Instrument & Monitoring Plan	1	1.00	1.00	LS		\$ 27,050.00	\$ 27,050.00	
BT Construction	9.1.2.2	Trenchless	Potholing Utilities @ BNSF Crossing	10	1.00	10.00	HR		\$ 415.00	\$ 4,150.00	
BT Construction	9.1.2.2	Trenchless	Shoring Rental to Lay Pipe Out of Tunnel	1	1.00	1.00	WK		\$ 9,500.00	\$ 9,500.00	
Removed per Diltesco 03/27	9.1.2.2	Permit	Roadroad Flagger & Permit (Estimated Duration)	4	1.00	4.00	DAY		\$ 2,000.00	\$ 2,000.00	
	9.1.2.2		Interstate 25 - Microtunnel Crossing		317		LF				\$ 1,517,097.30
Support Pipe Installation in Casing	9.1.2.2	Garney	CMAR Support Crew	5.0	317.00	5.00	Shifts		\$ 9,227.86	\$ 46,139.30	
MMM	9.1.2.2	Aggregate	1.5" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
SRM	9.1.2.2	Concrete	Flowable Fill @ Casing	2	20.00	40.00	CY		\$ 152.50	\$ 6,100.00	
BT Construction	9.1.2.2	Trenchless	Trenchless Mobilization & Demobilization	1	1.00	1.00	LS		\$ 30,272.00	\$ 30,272.00	
BT Construction	9.1.2.2	Trenchless	Tunnel Shafts - Launch & Receiving	1	1.00	1.00	LS		\$ 171,240.00	\$ 171,240.00	
BT Construction	9.1.2.2	Trenchless	Tunnel Excavation	1	320.00	320.00	LF		\$ 3,387.00	\$ 1,083,840.00	
BT Construction	9.1.2.2	Trenchless	Tunnel Pipe Installation & Backfill Cellular Grout	1	320.00	320.00	LF		\$ 390.00	\$ 124,800.00	
BT Construction	9.1.2.2	Trenchless	Geotechnical Instrument & Monitoring Plan	1	1.00	1.00	LS		\$ 35,181.00	\$ 35,181.00	
BT Construction	9.1.2.2	Trenchless	Potholing Utilities @ I25 Crossing	1	15.00	15.00	HR		\$ 415.00	\$ 6,225.00	
BT Construction	9.1.2.2	Trenchless	Slide Rail Rental	1	1.00	1.00	WK		\$ 9,500.00	\$ 9,500.00	
	9.1.2.2		E. Vine Drive - Open Cut Crossing (Full Closure)		50		LF				\$ 79,966.07
Slowdown For Crossing	9.1.2.2	Garney	CMAR Pipe Crew	1.0	50.00	1.00	Shifts		\$ 18,901.44	\$ 18,914.77	
Prep & Cleanup Crossing	9.1.2.2	Garney	CMAR Support Crew	5.0	50.00	5.00	Shifts		\$ 9,227.86	\$ 46,139.30	
MMM	9.1.2.2	Aggregate	1.5" Crushed	109	1.00	109.00	Tons		\$ 38.00	\$ 4,142.00	
Core & Main	9.1.2.2	Misc. Supply	Geotextile Fabric	1	1.00	1.00	ROLL		\$ 1,500.00	\$ 1,500.00	
SRM	9.1.2.2	Concrete	Flowable Fill	0	1.00	-	CY		\$ 152.50	\$ -	
MMM	9.1.2.2	Asphalt Paving	6" HMA PG 64-22 S Bottom Mat (40x12) - Trench Patch	18	1.00	18.00	Tons		\$ 185.00	\$ 3,330.00	
MMM	9.1.2.2	Asphalt Paving	2.5" HMA PG 64-22 SX Top Mat (40x16) -T- Patch, Mill & Overlay	24	1.00	24.00	Tons		\$ 185.00	\$ 4,440.00	
MMM	9.1.2.2	Asphalt Paving	Asphalt Mobilization	1	1.00	1.00	EA		\$ 900.00	\$ 900.00	
Precision Pavement Marking	9.1.2.2	Striping	Roadway Striping	1	1.00	1.00	LS		\$ 300.00	\$ 300.00	
Precision Pavement Marking	9.1.2.2	Striping	Roadway Striping Mobilization	1	1.00	1.00	EA		\$ 300.00	\$ 300.00	
	9.1.2.2		LCR 5 - Open Cut Crossing (Full Closure)		60		LF				\$ 31,030.41
Slowdown For Crossing	9.1.2.2	Garney	CMAR Pipe Crew	0.3	60.00	0.25	Shifts		\$ 18,901.44	\$ 4,728.69	
Prep & Cleanup Crossing	9.1.2.2	Garney	CMAR Support Crew	2.0	60.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	
MMM	9.1.2.2	Aggregate	1.5" Crushed	100	1.00	100.00	Tons		\$ 38.00	\$ 3,800.00	
Core & Main	9.1.2.2	Misc. Supply	Geotextile Fabric	1	1.00	1.00	ROLL		\$ 1,500.00	\$ 1,500.00	
SRM	9.1.2.2	Concrete	Flowable Fill	0	1.00	-	CY		\$ 152.50	\$ -	
MMM	9.1.2.2	Aggregate	18" CL 6 ABC Trench Zone	67	1.00	67.00	Tons		\$ 38.00	\$ 2,546.00	
	9.1.2.2		LCR 3 - Open Cut Crossing (Full Closure)		60		LF				\$ 48,155.11
	9.1.2.2	Garney	CMAR Pipe Crew	0.5	60.00	0.50	Shifts		\$ 18,901.44	\$ 9,457.38	
	9.1.2.2	Garney	CMAR Support Crew	2.0	60.00	2.00	Shifts		\$ 9,227.86	\$ 18,455.72	
MMM	9.1.2.2	Aggregate	1.5" Crushed	109	1.00	109.00	Tons		\$ 38.00	\$ 4,142.00	
Core & Main	9.1.2.2	Misc. Supply	Geotextile Fabric	1	1.00	1.00	ROLL		\$ 1,500.00	\$ 1,500.00	
SRM	9.1.2.2	Concrete	Flowable Fill	0	1.00	-	CY		\$ 152.50	\$ -	
MMM	9.1.2.2	Asphalt Paving	6" HMA PG 64-22 S Bottom Mat (40x12) - Trench Patch	18	1.00	18.00	Tons		\$ 250.00	\$ 4,500.00	
MMM	9.1.2.2	Asphalt Paving	2.5" HMA PG 64-22 SX Top Mat (40x16) -T- Patch, Mill & Overlay	24	1.00	24.00	Tons		\$ 250.00	\$ 6,000.00	
MMM	9.1.2.2	Asphalt Paving	Asphalt Mobilization	1	1.00	1.00	EA		\$ 3,500.00	\$ 3,500.00	
Precision Pavement Marking	9.1.2.2	Striping	Roadway Striping	1	1.00	1.00	LS		\$ 300.00	\$ 300.00	
Precision Pavement Marking	9.1.2.2	Striping	Roadway Striping Mobilization	1	1.00	1.00	EA		\$ 300.00	\$ 300.00	
	9.1.2.2		Gravel Access Road Reconstruction		29,500		SY				\$ 635,972.22
Added Complete Break out of Access Roads Carried	9.1.2.2	Dirt Work	Station 12+50 to 19+50	1	1,167.00	1,167.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 33+50 to 35+00	1	250.00	250.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 38+50 to 41+00	1	889.00	889.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 65+00 to 69+50	1	600.00	600.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 101+00 to 131+00	1	7,273.00	7,273.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 131+00 to 138+00	1	800.00	800.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 150+50 to 154+50	1	445.00	445.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 155+00 to 180+00	1	2,874.00	2,874.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 189+00 to 19+00	1	177.00	177.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 190+50 to 215+50	1	4,250.00	4,250.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 215+50 to 226+00	1	1,334.00	1,334.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 226+00 to 242+50	1	4,584.00	4,584.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 243+00 to 250+00	1	1,084.00	1,084.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 250+00 to 262+00	1	1,667.00	1,667.00	SY		Included	Included	
	9.1.2.2	Dirt Work	Station 277+00 to 294+50	1	2,106.00	2,106.00	SY		Included	Included	
MMM	9.1.2.2	Aggregate	Class 5/6 Road base	0.56	29,500.00	16,388.89	Tons		\$ 34.00	\$ 557,222.22	
Dominant Dirt Work	9.1.2.2	Dirt Work	Scarify & Recompact Subgrade (No proof rolling)	1.00	29,500.00	29,500.00	SY		Included	Included	

ESTIMATE

NOTES	BID ITEM	CATEGORY	DESCRIPTION	QUANTITY PER INSTALL	BID ITEM INSTALLS	TOTAL BID ITEM INSTALLS	UNIT	PLUG	UNIT COST	LINE ITEM TOTAL	BID ITEM TOTAL
Dominant Dirt Work	9.1.2.2	Dirt Work	Place & Compact 6" ABC	1.00	29,500.00	29,500.00	SY		\$ 2.50	\$ 73,750.00	
Dominant Dirt Work	9.1.2.2	Dirt Work	Mobilization	1	2.00	2.00	EA		\$ 2,500.00	\$ 5,000.00	
	9.1.2.1		General Conditions		1		LS				\$ 1,888,816.19
	9.1.2.1	Garney	CMAR Project Mgmt.	231.0	1.00	231.00	Shifts		\$ 4,837.90	\$ 1,117,554.90	
	9.1.2.1		Small Tools - % on Labor (no fringe)	8.0%	1.00	0.08	Labor Hours		\$ 4,156,137.77	\$ 332,491.02	
	9.1.2.1		Small tools SAFETY - %	1.5%	1.00	0.02	Labor Hours		\$ 4,156,137.77	\$ 62,342.07	
	9.1.2.1		Safety Personnel - %	1.5%	1.00	0.02	Labor Hours		\$ 4,156,137.77	\$ 62,342.07	
	9.1.2.1		Workers Comp Claim Reserve	1.5%	1.00	0.02	Labor Hours		\$ 4,156,137.77	\$ 62,342.07	
	9.1.2.1		Long Duration Escalation Costs - Labor Only	1.00	1.00	1.00	Lump Sum		\$ 145,829.40	\$ 145,829.40	
	9.1.2.1		Builders Risk Insurance	1.00	1.00	1.00	Lump Sum		\$ 6,312.31	\$ 6,312.31	
	9.1.2.1		Protective Liability	1.00	1.00	1.00	Lump Sum		\$ 3,002.36	\$ 3,002.36	
	9.1.2.1		One Time Office Costs - Office Complex	1.00	1.00	1.00	Lump Sum		\$ 6,500.00	\$ 6,500.00	
	9.1.2.1		One Time Office Costs - Power	1.00	1.00	1.00	Lump Sum		\$ 5,500.00	\$ 5,500.00	
	9.1.2.1		Monthly Office Costs - Office Complex	12.00	2.00	24.00	MONTHS		\$ 1,200.00	\$ 28,800.00	
	9.1.2.1		Monthly Office Costs - Land Lease	12.00	1.00	12.00	MONTHS		\$ 2,500.00	\$ 30,000.00	
	9.1.2.1		Monthly Office Costs - Internet	12.00	1.00	12.00	MONTHS		\$ 150.00	\$ 1,800.00	
	9.1.2.1		Monthly Office Costs - Power Monthly	12.00	1.00	12.00	MONTHS		\$ 250.00	\$ 3,000.00	
	9.1.2.1		Monthly Office Costs - Office Supplies	12.00	1.00	12.00	MONTHS		\$ 150.00	\$ 1,800.00	
	9.1.2.1		Port-a-Jons	12.00	4.00	48.00	MONTHS		\$ 150.00	\$ 7,200.00	
	9.1.2.1		Dumpsters	12.00	2.00	24.00	MONTHS		\$ 500.00	\$ 12,000.00	

RENTAL EQUIPMENT

To add Rental Equipment to a specific Bid Item, enter GCI number in column C for each individual piece of rental equipment.

Multiple pieces of equipment can be added for each GIC bid item.

Durations can be a combination of days, weeks & months.

GCI	SCHEDULE OF VALUES DESCRIPTION	RENTAL EQUIPMENT DESCRIPTION	RENTAL COST MULTIPLIER		MOBILIZATION		RENTAL RATES (enter all that apply)						RAW RENTAL ONLY COSTS	TAX ON RENTAL EQUIPMENT	TOTAL RENTAL COST (including tax)	OPERATING COSTS				\$ 200,199.14	
			LUMP SUM SOV QTY or QTY	NUMBER of RENTAL PIECES	MOB COSTS	DEMOB COSTS	DAILY QTY	DAILY RENTAL COST	WEEKLY QTY	WEEKLY RENTAL COST	MONTHLY QTY	MONTHLY RENTAL COST				GALLONS of FUEL per HOUR	MISC OPERATING COSTS per DAY	OPERATING HOURS per DAY	DAYS		TOTAL ALL-IN RENTAL COSTS
170	Dewatering & Trench Stabilization	GENERATOR 45-49 KVA	SOV Qty	2	\$ 1,000.00	\$ 1,000.00						8	\$ 1,407.00	\$ 26,512.00	\$ 2,319.80	\$ 28,831.80	2.02		10	320	\$ 61,155.82
170	Dewatering & Trench Stabilization	PUMP 2" ELECTRIC SUBMERSIBLE	SOV Qty	3								6	\$511.00	\$ 9,198.00	\$ 804.83	\$ 10,002.83			10	360	\$ 10,002.83
200	42" Isolation Valves	ROAD PLATE 8' X 12'	SOV Qty	3	\$ 500.00	\$ 500.00						4	\$ 275.00	\$ 6,300.00	\$ 551.25	\$ 6,851.25			10	240	\$ 6,851.25
200	42" Isolation Valves	TRENCH BOX 10' X 20' (6" FB)	SOV Qty	3	\$ 500.00							4	\$ 1,654.00	\$ 21,348.00	\$ 1,867.95	\$ 23,215.95			10	240	\$ 23,215.95
100	42" Waterline - Sprial Welded Ste	BEDDING BOX	SOV Qty	2	\$ 1,200.00	\$ 1,200.00						12	\$ 3,592.08	\$ 91,009.92	\$ 7,963.37	\$ 98,973.29			10	480	\$ 98,973.29
														\$ -	\$ -	\$ -			10	0	\$ -
														\$ -	\$ -	\$ -			10	0	\$ -
														\$ -	\$ -	\$ -			10	0	\$ -
														\$ 154,367.92	\$13,507.19	\$ 167,875.11					\$ 200,199.14

Soldier Canyon Water Treatment Authority Creation Agreement - 2nd Amendment

**NWCWD Board Meeting
July 17, 2023**

Canyon Water Treatment Authority Creation Agreement and By-Laws Review

Soldier Canyon Water Treat Plant (SCWTP) – Governance Agreement Background

Soldier Canyon Treatment Plant Tri-Districts Intergovernmental Agreement, March 1990 (1990 IGA)

Soldier Canyon Treatment Plant Tri-Districts Amended Intergovernmental Agreement, March 1995 (1995 Amended IGA)

By-Laws of the Soldier Canyon Steering Committee (1996)

Soldier Canyon Treatment Plant Tri-Districts First and Second Amended Intergovernmental Agreements, 1998 and 2005 (1998 and 05 Amended IGAs)

Soldier Canyon Water Treatment Authority Creation Agreement, February 1, 2017 (Agreement)

Soldier Canyon Water Treatment Authority Creation Agreement , April 2017 By-Laws (By-Laws)

Soldier Canyon Water Treatment Authority Retreat Notes and Organizational Chart, October 20, 2017, By-Laws (Retreat)

Revised – 1st Amendment Soldier Canyon Water Treatment Authority Creation Agreement and By laws, April 2019

Canyon Water Treatment Authority Creation Agreement and By-Laws Review

Soldier Canyon Water Treatment Authority Creation Agreement, February 1, 2017

Created a Separate Legal Entity – Title 32

- a. Governed by Board of Directors
- b. Enter into Agreements
- c. Supply, Treat Water
- d. Managed by Authority Manager
- e. Issue Bonds
- f. District Assets were Transferred to the Authority
- g. Districts Own Capacity

Two Issues For NWCWD

- a. *By- Laws - Board Officers Could be Perpetual Appointments*
- b. *Unlimited financial Authority over the Districts, District were submissive to Authority*
 - a. *Maintenance and Future expansion*

Canyon Water Treatment Authority Creation Agreement and By-Laws Review

Soldier Canyon Water Treatment Authority Creation Agreement, Revised Amended April 16, 2019

Authority had financial control over the Districts, District were submissive to Authority financial commitments

Revised - The Board may by a simple majority approve Treatment Facility Improvements in an individual amount of not more than \$1,000,000.00. Any Treatment Plant Improvements in excess of \$1,000,000.00 must be approved by the Directors of all Parties to whom the costs of the Treatment Facility Improvements will be assessed.

By- Laws - Officers Positions Could be Perpetual

Revised – General Manager From Each District will Serve as Board Officer for Two Year Terms, Rotational Positions, President, Vice President and Treasurer

Canyon Water Treatment Authority Creation Agreement Proposed Amendment

Soldier Canyon Water Treatment Authority Creation Agreement, Proposed 2nd Amendment 2023

The 42-inch diameter raw water transmission line (constructed in 2021) from Northern Water’s 54-inch pipeline from Horsetooth Reservoir, up to the water filtration plant, such transmission line being located on real property owned by the United States Department of the Interior, Bureau of Reclamation, and licensed to the Parties by that certain “Grant of a permanent easement to construct, operate, and maintain a domestic water system”, dated September 30,

The Authority’s ownership share in the PVP Sedimentation Basin and Screen identified in the agreement “Agreement between the City of Fort Collins and the Soldier Canyon Water Treatment Authority regarding the Pleasant valley Pipeline Munroe Turnout Screen and Sedimentation Basin, dated *Month Day, 2023*. The percent ownership of these facilities, per District, is listed below:

Table 1: District Capacity in the PVP Sed Basin

Fort Collins	Capacity in the PVP Sed Basin – in %		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

Table 2: District Capacity in the PVP Screen

Fort Collins	Capacity in the PVP Screen – in %		
	ELCO	FCLWD	NWCWD
50%	11.6%	19.2%	19.2%

**SOLDIER CANYON WATER TREATMENT AUTHORITY
CREATION AGREEMENT**

between

East Larimer County Water District

and

Fort Collins-Loveland Water District

and

North Weld County Water District

DATED October 20, 2016

EFFECTIVE DATE February 1, 2017

REVISED AND RESTATED EFFECTIVE April 16, 2019

REVISED AND RESTATED EFFECTIVE Month?? Day?? , 2023

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**SOLDIER CANYON WATER TREATMENT AUTHORITY
CREATION AGREEMENT**

THIS SOLDIER CANYON WATER TREATMENT AUTHORITY CREATION AGREEMENT is made and entered into this 20th day of October 2016, by and among EAST LARIMER COUNTY WATER DISTRICT, FORT COLLINS-LOVELAND WATER DISTRICT, and NORTH WELD COUNTY WATER DISTRICT, each of which are quasi-municipal corporations and political subdivisions of the State of Colorado, operating pursuant to Article 1, Title 32, C.R.S.

RECITALS

A. The Parties are each water districts located collectively within Larimer and Weld Counties, and authorized to supply and supplying water as authorized by statute for domestic and other public and private purposes by means of reservoirs, treatment works and facilities, equipment, and appurtenances incident thereto, and as typically provided by a water district.

B. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements for the joint and cooperative provision of public services.

C. Section 29-1-204.2, C.R.S., authorizes the Parties to establish, by contract, a separate governmental entity, to be known as a water authority, to be used by the Parties to affect the development of water resources, systems, or facilities in whole or in part for the benefit of the inhabitants of the Parties or others.

D. The Parties have previously entered into numerous contractual agreements and cooperative arrangements to jointly provide for the construction, operation, maintenance, and expansion of the Treatment Facility as defined below, and the creation of a separate legal entity pursuant to Section 29-1-203, C.R.S., named the Soldier Canyon Filter Plant, to manage the Treatment Facility, such agreements including but not limited to the Intergovernmental Agreement, dated March 29, 1990, the Amended Intergovernmental Agreement, dated December 1995, the First Addendum To Amended Intergovernmental Agreement, dated April 21, 1998, and the Second Addendum To Amended Intergovernmental Agreement, dated September 20, 2005.

E. The Parties, because of their long standing, effective, and efficient cooperative arrangements to jointly provide for water treatment, and the success of the Soldier Canyon Filter Plant in managing the Treatment Facility, wish to achieve the additional public benefits associated with the creation of a water authority to succeed to the role of the Soldier Canyon Filter Plant.

F. Because of necessary revisions to the Creation Agreement Effective February 1, 2017 (“Original Creation Agreement”), the Parties have Amended and Restated the Original Creation Agreement effective **April 16, 2019, and Month Day 2023.**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Act. Shall mean Article 45.1, Title 37, C.R.S.

B. Agreement. Shall mean this Soldier Canyon Water Treatment Authority Creation Agreement.

C. Amended IGA. Shall mean the Amended Intergovernmental Agreement, dated December 1995, between the Parties, as amended by the First Addendum to Amended Intergovernmental Agreement, dated April 21, 1998, and the Second Addendum to Amended Intergovernmental Agreement, dated September 20, 2005.

D. Authority. Shall mean the Soldier Canyon Water Treatment Authority created by this Agreement.

E. Authority Obligations. Shall mean revenue bonds, notes or other financial obligations issued by the Authority payable from its Net Revenues or from any other available funds of the Authority.

F. Board of Directors. Shall mean the Board of Directors of the Authority.

G. Debt Service Component. Shall mean that portion of rates and charges paid to the Authority by North Weld and ELCO for Treated Water necessary for payment of Authority Obligations. Revenues associated with the Debt Service Component are a portion of the Net Revenues of North Weld and ELCO, as such term is defined in resolutions of such parties relating to the issuance of revenue bonds. Any Debt Service Component shall not be an Operation and Maintenance Expense of North Weld or ELCO and such Debt Service Component shall be paid from the Net Revenues of North Weld and ELCO contemporaneously with their payment of Existing Party Debt.

H. Director. Shall mean a member of the Board of Directors of the Authority.

I. ELCO. Shall mean the East Larimer County Water District.

J. Existing Party Debt. Shall mean, with respect to ELCO, its Water Enterprise Revenue Bonds, Series 2009A and Water Revenue Refunding Bonds, Series 2009B, and with respect to North Weld, its Loan Agreement with the Colorado Water Resources and Power Development Authority, dated as of September 1, 2009, and its Water Enterprise Revenue Refunding Bonds, Series 2012, which obligations are existing at the time of the execution of this Agreement.

K. Fort Collins-Loveland. Shall mean the Fort Collins-Loveland Water District.

L. Governing Board. Shall mean the Board of Directors acting as the Governing Board of the Water Activity Enterprise.

M. Gross Revenues. Shall mean all fees (including, but not limited to, user fees and plant investment fees), charges, and revenues directly or indirectly derived by the Authority for the services furnished by, or use of, the Treatment Facility, or any part thereof, or from the sale or provision of Treated Water, including all income attributable to any future dispositions of property or rights related to contracts, settlements, or judgments held or obtained in connection with the System or its operations; provided however, that there shall be excluded from Gross Revenues: (i) moneys borrowed and used for providing Treatment Facility Capital Improvements; (ii) any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account pledged to the payment of any bonds or other obligations for the purpose of defeasing the same; (iii) any moneys received as grants or appropriations from the United States, the State of Colorado, or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Treatment Facility Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the Treatment Facility, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom; and (iv) any revenue received from North Weld or ELCO which constitutes the Debt Service Component.

N. Gross Revenues Fund. Shall have the meaning given to it in Section V.D.1. of this Agreement.

O. Net Revenues. Shall mean the Gross Revenues remaining after the payment of the Operation and Maintenance Expenses.

P. North Weld. Shall mean the North Weld County Water District.

Q. Operation and Maintenance Expenses. Shall mean all reasonable and necessary current expenses of the Authority, paid or accrued, for operating maintaining, and repairing the Treatment Facility, including any Treatment Facility Improvements and any Treatment Facility Expansion, including without limitation legal and overhead expenses of the Authority directly related to the administration of the

Treatment Facility, any Treatment Facility Improvements or Treatment Facility Expansion; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance or transfers for depreciation, payments in lieu of taxes or franchise fees, legal liabilities not based on contract, expenses incurred in connection with Treatment Facility Capital Improvements, and charges for accumulation of reserves.

R. Operation and Maintenance Component. Shall mean that portion of rates and charges paid to the Authority by Parties for Treated Water necessary for payment of Operation and Maintenance Expenses. Revenues associated with the Operation and Maintenance Component are a portion of the Gross Revenues.

S. Operation and Maintenance Fund. Shall have the meaning given to it in Section V.D.2. of this Agreement.

T. Party or Parties. Shall mean ELCO, Fort Collins-Loveland, and North Weld, individually or collectively.

U. Soldier Canyon Filter Plant. Shall mean the separate legal entity established by the three (3) Parties pursuant to the provisions of C.R.S. §29-1-203 and the Amended IGA.

V. Steering Committee. Shall mean the governing body of the Soldier Canyon Filter Plant.

W. System. Shall mean the water distribution lines, improvements, facilities, and system of each Party. The System does not include the Treatment Facility, the Treatment Facility Expansion, or the Treatment Facility Improvements.

X. TABOR. Shall mean Article X Section 20 of the Colorado Constitution.

Y. Treated Water. Shall mean the potable water treated by the Treatment Facility or otherwise supplied by the Authority and intended primarily for domestic consumption.

Z. Treatment Capacity. Shall mean the total volume of water which may be treated by the Treatment Facility during a twenty-four (24) hour period of time for the benefit of all three (3) Parties during the usual and ordinary operation thereof. Treatment Capacity may vary, from time to time, based on a number of reasons including, but not limited to, changes in State or federal law, operational changes, and Treatment Facility Expansions.

AA. Treatment Capacity Share. Shall mean a Party's pro rata ownership of the Treatment Capacity based on its funding of the capital costs of the Treatment Facility, as provided in Sections VIII.B. and C.

BB. Treatment Facility. Shall mean the water filtration plant located at 4424 LaPorte Avenue, Fort Collins, Colorado 80521, together with the real property, easements, water distribution lines, master meters, improvements and other facilities, assets and property associated therewith, which are jointly owned and used by the Parties or the Soldier Canyon Filter Plant in the treatment and distribution of potable water to the respective Treated Water transmission and distribution systems of each Party, and which is being transferred to the Authority, pursuant to Section VII.A. of this Agreement. Existing assets include, but are not limited to, real property, personal property, improvements, buildings, furniture, appliances, supplies, plans, tools, vehicles, apparatus, mobile equipment, machinery, intangible personal property, cash, bank accounts, insurance policies, leases, accounts receivable, warranties, guarantees, indemnifications, licenses, permits, contracts, and agreements.

1. Raw Water Transmission Facilities. With respect to raw water transmission and intake facilities, the term “Treatment Facility” includes:

a. The 42-inch diameter raw water transmission line from the outlet at the Soldier Canyon Dam at Horsetooth Reservoir, up to the water filtration plant and including the meter thereon, such transmission line being located on real property owned by the United States Department of the Interior, Bureau of Reclamation, and licensed to the Parties by that certain “License for Installation of Raw Water Transmission Line Below Soldier Canyon Dam”, dated June 15, 1978; ~~and~~

b. The 42-inch diameter raw water transmission line (constructed in 2021) from Northern Water’s 54-inch pipeline from Horsetooth Reservoir, up to the water filtration plant, such transmission line being located on real property owned by the United States Department of the Interior, Bureau of Reclamation, and licensed to the Parties by that certain “Grant of a permanent easement to construct, operate, and maintain a domestic water system”, dated September 30, 2020; ~~and~~

c. The 42-inch diameter raw water transmission line that delivers raw water from the Pleasant Valley Pipeline from and including the valve located east of the Treatment Facility in the Pleasant Valley Pipeline right-of-way to the water filtration plant; ~~and~~

d. The Authority’s ownership share in the PVP Sedimentation Basin and Screen identified in the agreement “Agreement between the City of Fort Collins and the Soldier Canyon Water Treatment Authority regarding the Pleasant valley Pipeline Munroe Turnout Screen and Sedimentation Basin, dated *Month Day, 2023*. The percent ownership of these facilities, per District, is listed below:

Table 1: District Capacity in the PVP Sedimentation Basin

Fort Collins	Capacity in the PVP Sedimentation Basin – in %		
	ELCO	FCLWD	NWCWD
53%	11%	18%	18%

Table 2: District Capacity in the PVP Screen

Fort Collins	Capacity in the PVP Screen – in %		
	ELCO	FCLWD	NWCWD
50%	11.6%	19.2%	19.2%

2. Treated Water Transmission Facilities. With respect to Treated Water discharge and transmission facilities, the term “Treatment Facility” includes all Treated Water transmission lines from the water filter plant to and including the first meters thereon, or the boundary of the water filter plant property, whichever comes first.

CC. Treatment Facility Expansion. Shall mean the improvement, enhancement or expansion of the Treatment Facility for the purpose of increasing the Treatment Capacity of the Treatment Facility, as determined by the Board of Directors.

DD. Treatment Facility Capital Improvements. Shall mean Treatment Facility Improvements and Treatment Facility Expansion, including the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements) which are incorporated into the Treatment Facility.

EE. Treatment Facility Improvements. Shall mean the improvement or enhancement of the Treatment Facility which does not increase Treatment Capacity but which is intended to improve the efficiency of the Treatment Facility and/or quality of Treated Water from the Treatment Facility, as determined by the Board of Directors.

FF. Valuation Date. Shall mean the 120th day following the day written notice is given, pursuant to Section X.C. of this Agreement, of a Party’s intent to withdraw from this Agreement.

GG. Water Activity or Water Activities. Shall have the meaning set forth in Section 37-45.1-102(3), C.R.S.

HH. Water Activity Enterprise. Shall mean the Water Activity Enterprise established by Article VI of this Agreement.

II. Water Treatment Services. Shall mean the services provided by the Authority, as set forth in Section II.C. of this Agreement.

II. Creation of the Authority. The Parties hereby create a separate legal entity known as the Soldier Canyon Water Treatment Authority.

A. Nature of the Authority. The Authority is a separate governmental entity, political subdivision and a public corporation of the state, separate from the Parties pursuant to Section 29-1-204.2(4), C.R.S. The Authority shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. Except as limited in this Agreement, the Authority shall have all the authorities of a water district, organized and operated pursuant to Article 1, Title 32, C.R.S., as restricted herein. In carrying out its purposes, the Authority will observe and comply with statutes and laws applicable to a water district. To the fullest extent possible, the Authority shall be deemed a TABOR enterprise jointly established and owned by the Parties.

B. Principal Place of Business. The principal place of business of the Authority shall be 4424 La Porte Avenue, Fort Collins, Colorado 80521, unless otherwise established by the Authority Board of Directors.

C. Authority Purposes and Services. The purpose of the Authority is to provide Water Treatment Services consisting of providing Treated Water to the Parties to be delivered at the site of the Treatment Facility, or by exchange or other transmission agreement, including agreements with one or more of the Parties and with other suppliers and distributors of Treated Water, utilizing all powers associated with a water district operating pursuant to Article 1, Title 32, C.R.S., necessary to provide such Treated Water.

III. Powers of Authority. To enable the Authority to carry out its functions and provide the services described hereinabove, the Authority shall have the following powers:

A. Supply Treated Water. To operate, maintain, and manage the Treatment Facility and provide Treated Water from the Treatment Facility and other sources to the Parties as provided herein.

B. Treatment Facilities. To acquire, construct, expand, manage, maintain, or operate water treatment facilities, works or improvements, or any interest therein for purposes of providing Treated Water to the Parties.

C. Property. To acquire, hold, lease, sell, or otherwise dispose of any real or personal property utilized for the purposes of water treatment, except that the Authority may not sell, lease or dispose of the Treatment Facility without unanimous written consent of the Parties. The exception contained in this Section is not intended to require the written consent of the Parties prior to the sale or disposition of components of

the Treatment Facility that are no longer needed to provide Treated Water to the Parties because of the improvement, expansion, or upgrade of the Treatment Facility.

D. Sue. To sue and be sued in its own name.

E. Seal. To have and use a corporate seal.

F. Adopt Bylaws, Rules and Regulations. To adopt and amend, by resolution, and enforce bylaws and rules and regulations respecting the exercise of its powers and the carrying out of its purpose.

G. Essential Powers. To exercise any other powers which are essential to the provision Treated Water by the Authority to the Parties.

H. Employees, Agents and Contractors. To do and perform any acts and things authorized by Section 29-1-204.2, C.R.S., under, through, or by means of employees, agents, or contractors.

I. Site Rehabilitation. To provide for the rehabilitation of any surfaces adversely affected by the construction of water pipelines, facilities, or systems through the rehabilitation of plant cover, soil stability, and other measures appropriate to the subsequent beneficial use of such lands.

J. Indemnification. To justly indemnify property owners or others affected for any losses or damages incurred, including reasonable attorney fees, or that may subsequently be caused by or which result from actions of the Authority.

K. Exercise Parties' Powers to Provide Treated Water. To exercise any power lawfully authorized to each of the Parties for the provision of Treated Water by the Authority to the Parties, including all powers and authorities authorized by Sections 32-1-1001 and 32-1-1006, C.R.S., except as otherwise limited by this Agreement.

L. Receive Contributions. To receive contributions, gifts, bequests or other grants of cash, equipment or services for the Authority, the Parties or other entities, individuals, or political subdivisions.

M. Cooperate. To own, operate, and maintain real and personal property and facilities in common with others, and to conduct joint, partnership, or cooperative operations with others.

N. Contracts. To enter into, make, and perform contracts of every kind, as authorized by law with other local governmental entities, the State of Colorado or any political subdivision thereof, the United States, or any political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind.

IV. Governance.

A. Board of Directors of the Authority. The governing body of the Authority shall be the Board of Directors, in which all administrative and legislative power of the Authority is vested.

1. Number. The Board of Directors shall be comprised of six (6) Directors. Each Director shall be entitled to cast one vote on any matter that comes before the Board.

2. Appointment. The governing body of each Party shall appoint two (2) Directors to the Board of Directors and one or more alternate Directors. The Party's Chief Executive Officer, whether designated by the title Manager or otherwise, shall at all times be one of the two Directors appointed by each Party. Except for the Party's Chief Executive Officer, all Directors shall be a member of the governing body of that Party. An alternative Director appointed to serve in the absence of a Party's Chief Executive Officer may be another employee of the Party; otherwise, all alternative Directors shall be members of the governing body of the Party. Except for the Party's Chief Executive Officer, each Director and alternate Director appointed by a Party shall serve at the pleasure of the governing body of the Party by whom the Director or alternate Director is appointed, and need be a member of the governing body of the appointing Party. If the governing body of each Party fails to appoint either or both of its Directors or any alternate Directors, in order, the Chief Executive Officer, Chair, Vice-Chair, Secretary and Treasurer of the Party's governing body shall be deemed the appointed Directors and alternate Directors of that Party. Each Party shall provide to the Authority a written resolution designating the appointment of its Directors and alternates to the Authority Board of Directors.

3. Vacancies. A position of Director on the Board of Directors shall be deemed vacant upon the resignation, death, removal by the appointing governing body, or disability of any such Director. A vacancy on the Board of Directors shall be filled in the same manner as appointment of a Director, as hereinabove provided.

4. Compensation. Directors shall receive as compensation for the Director's service to the Authority, the amount set by Section 32-1-902, C.R.S., as such statute may be amended from time to time. The Board of Directors shall also provide for reimbursement to the Directors of their actual and reasonable expenses incurred on behalf of the Authority.

5. Decisions. Decisions of the Board may be made only at regular or special meetings, called upon notice as required herein, at which a quorum is present. Except as otherwise expressly provided herein or required by law, decisions of the Board of Directors shall be made by a majority of the Directors in attendance at the regular or special meeting.

B. Meetings.

1. Attendance. Directors may attend any regular or special meeting in person, by telephone, or by video conference so long as all Directors in attendance can hear and be heard by all persons in attendance at the meeting.

2. Regular Meetings. Regular meetings of the Board of Directors shall be set and revised, from time to time, by the Board of Directors, and shall be conducted not less than quarterly, at the principal place of business of the Authority, which shall be identified in any notice of such meetings.

3. Meeting Quorums. A quorum for the conduct of business at meetings of the Board of Directors shall require the presence of at least one Director from each Party, and not less than a simple majority of the Directors.

4. Special Meetings. Special meetings of the Board of Directors may be called by the Chair or any two (2) Directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given, as hereinafter provided. Special meetings of the Board of Directors shall be held at such time and place as shall be fixed by the Chair or Directors calling the meeting.

5. Notice of Special Meetings. Written notice of any special meeting of the Board of Directors shall be delivered to each Director not less than three (3) days before the date fixed for such meeting, either personally, by facsimile, by e-mail, or by mail, by or at the direction of the Secretary, or upon the Secretary's default, by the person calling the meeting. If mailed, such notice shall be deemed to be delivered three (3) days following deposit in the United States mail, addressed to the Director at the Director's address as it appears on the records of the Authority, with first-class postage thereon prepaid.

6. Waiver of Notice. Whenever any notice is required to be given to any Director under the provisions of law or this Agreement, a waiver thereof in writing by such Director, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director at any meeting of the Board of Directors shall constitute a waiver by such Director of notice of such meeting, except when such Director attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly convened.

7. Annual Meeting. Not less than once each year, the Board of Directors shall call a meeting of the Board of Directors and the governing bodies of all Parties to jointly discuss current and future operation and maintenance, capital and financial planning, Treatment Capacity, Treatment Facility Capital Improvements, raw water management, Treated Water transmission, and any other matter related to the business affairs of the Authority.

C. Duties of the Board. The duties of the Board of Directors shall be:

1. Governance. To govern the business and affairs of the Authority.
2. Powers. To exercise all powers of the Authority.
3. Policy. To set policy related to planning and future direction and expansion of the Authority.
4. Funds. To invest the funds of the Authority.
5. Finances. To govern the financial transactions of the Authority, including the receipt, custody, and disbursement of its funds, securities, and other assets.
6. Records. To keep records of the Authority's proceedings.
7. Bylaws. To adopt such bylaws as appropriate for the conduct of its business not in conflict herewith.
8. Statutory Compliance. To comply with laws applicable to a water district including, but not limited to, Articles 10.5 and 47 of Title 11, C.R.S., regarding public deposit protection; Parts 1, 5, and 6 of Article 1, Title 29, C.R.S., regarding budget preparation, accounting, and auditing; Part 4 of Article 6 and Part 2 of Article 72, and Article 10, Title 24, C.R.S., regarding open meetings, open records and governmental immunity; and TABOR; and where necessary or appropriate, to engage the services of employees, agents, and contractors to provide the services necessary for such statutory compliance.
9. Authority Manager. To hire, supervise, and if determined necessary, discipline and terminate the Authority Manager, who may be designated by an alternate title, and who shall oversee and manage all business and affairs of the Authority, pursuant to the terms of this Agreement. The Authority Manager shall have such powers and responsibilities to manage the business and affairs of the Authority, as may be expressly delegated by the Board of Directors, including managing all personnel of the Authority, including all aspects of hiring, supervising, compensating, and terminating Authority employees, entering into contracts, and expending funds.

D. Officers. The officers of the Authority shall be a Chair, Vice-Chair, Secretary, Treasurer, and such other officers and assistant officers as may be authorized by the Board of Directors, from time to time, to perform such duties as may be approved by the Board of Directors. The Chair, Vice-Chair and Treasurer shall be members of the Board of Directors, but the Secretary of the Authority need not be a member of the Board.

1. Appointments and Term of Office. The members of the Board of Directors shall appoint the officers who shall serve at the pleasure of the Board of Directors. Officers shall be appointed by the Board of Directors, as set forth in the Authority's Bylaws. Vacancies or appointment of new officers may be filled at any meeting of the Board of Directors.

2. Removal. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interests of the Authority will be served thereby.

3. Duties of Officers. In addition to duties designated by the Board of Directors, the duties of the officers shall include the following:

a. Chair. The Chair shall be a member of the Board of Directors and preside at all meetings of the Board of Directors and, except as otherwise delegated by the Board of Directors, shall execute all legal instruments of the Authority.

b. Vice-Chair. The Vice-Chair shall be a member of the Board of Directors and, in the absence of the Chair or in the event of his or her inability or refusal to act, shall perform the duties of the Chair and, when so acting, shall have all the powers of and be subject to all restrictions upon the Chair.

c. Secretary. The Secretary need not be a member of the Board of Directors and shall maintain the official records of the Authority, including this Agreement, bylaws, rules and regulations established by the Board of Directors, minutes of the meetings of the Board of Directors, and a register of the names and addresses of the Directors, alternates and officers, and shall issue notice of meetings, attest and affix the corporate seal to all documents of the Authority. A separate recording secretary and records custodian may be appointed by the Board of Directors for taking or assisting with taking and preparing meeting minutes and keeping and maintaining the official records of the Authority.

d. Treasurer. The Treasurer shall be a member of the Board of Directors and shall keep or cause to be kept, strict and accurate accounts of all money received by and disbursed for and on behalf of the Authority. The accounting function shall be provided by Authority personnel, or an independent contractor under the supervision of the Manager and Treasurer, and shall be reviewed at least quarterly by the Board of Directors.

e. Miscellaneous. The duties and functions of the Secretary and the Treasurer may be performed by a single individual. If the person performing the duties of Secretary is not a member of the Board of Directors, such person shall receive such compensation as is deemed appropriate by the Board of Directors.

4. Bonds of Officers. The Treasurer and any other officer, employee, or agent of the Authority charged with the responsibility for the custody of any of its funds or property shall give a bond in such sum and with such surety, if any, as the Board of Directors shall determine. The Board of Directors, in its discretion, may also require any other officer, agent or employee of the Authority to give a bond in such amount and with such surety as shall be determined. The cost of such bond shall be an expense of the Authority.

E. Execution of Contracts. Except as otherwise provided by law, the Board of Directors may authorize any Director, officer, employee, or agent to enter into any contract, or execute and deliver any instrument in the name and on behalf of the Authority.

F. Indemnification. Without waiving the protections, limitations, and requirements of the Colorado Governmental Immunity Act, Article 10, Title 24, C.R.S.:

1. Defense Costs. Each Director, officer, agent, employee, and volunteer of the Authority, whether or not then in office, and his or her personal representatives shall be indemnified by the Authority against all costs and expenses actually and necessarily incurred by such person in connection with the defense of any allegation, action, suit, or proceeding arising out of an act or omission of such person during the performance of such person's duties and within the scope of such person's appointment or employment, unless:

a. Outside Scope of Duties. It is determined by a court that the act or omission in question did not arise during the performance of his or her duties and within the scope of his or her appointment or employment, or that the act or omission of such person was willful and wanton (and if it is so determined, such person will be required to reimburse the Authority for its reasonable costs and reasonable attorney fees incurred in the defense of such person); or

b. Settlement without Consent. The person in question compromises or settles the claim without the consent of the Authority.

2. Settlement with Consent. Such costs and expenses shall include amounts reasonably paid, with the consent of the Authority, in settlement for the purpose of curtailing the cost of litigation.

3. Non-Exclusive Rights. The foregoing right of indemnification shall not be exclusive of other rights to which such person may be entitled as a matter of law or by agreement.

V. Financial Powers and Obligations.

A. Negotiable Instruments. All checks, drafts or other orders for payment of money shall be issued in the name of the Authority, and in such manner as,

from time to time, shall be determined by the Board of Directors, except that all notes, bonds, or other evidences of indebtedness shall be issued by resolution of the Board.

B. Fix Fees, Rates and Charges. The Authority is authorized to fix, maintain, and revise fees, rates, and charges for the provision of Treated Water to the Parties as set forth in Section VIII.E.

C. Financial Obligations.

1. Debts and Obligations. The Authority is authorized to incur debts, liabilities, or obligations payable solely from the revenues derived from the provision of Treated Water or from any other available funds of the Authority.

2. Authority to Issue Bonds. The Authority is authorized to issue Authority Obligations, subject to compliance by North Weld and ELCO with any requirements of Existing Party Debt for the issuance of additional parity obligations, as those requirements are set forth in the authorizing documents for the Existing Party Debt. The terms, conditions, and details of said Authority Obligations, which may be issued in the form of bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes, or other obligations and, as nearly as may be practicable, shall be substantially the same as those provided in Part 4 of Article 35 of Title 31, C.R.S., relating to water and sewer revenue bonds; except that the purposes for which the same may be issued shall not be so limited and except that said bonds, notes, and other obligations may be sold at public or private sale. Bonds, notes, or other obligations issued under this subsection shall not constitute an indebtedness of the Authority or the Parties within the meaning of any constitutional or statutory limitations or other provision. Each bond, note, or other obligation issued under this subsection shall recite in substance that said bond, note, or other obligation, including the interest thereon, is payable solely from the Net Revenues and other available funds of the Authority pledged for the payment thereof and that said bond, note, or other obligation does not constitute a debt of the Authority or the Parties within the meaning of any constitutional or statutory limitation or provision. Notwithstanding anything in this Section to the contrary, such bonds, notes, and other obligations may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Board of Directors of the Authority.

Any Authority Obligations shall be payable from Net Revenues of the Authority. For so long as there remains outstanding any Existing Party Debt, the Authority shall distinguish within its fees and charges payable by North Weld and ELCO for Treated Water into separate components: the Operation and Maintenance Component, the Debt Service Component, and revenues to be attributed to any other funds. North Weld and ELCO shall pay its respective portions of the Operation and Maintenance Component from the gross revenues of each respective Party. North Weld and ELCO shall pay its

respective Debt Service Component from Party revenue available after the payment of Operation and Maintenance Expenses of each respective Party, and on a parity with North Weld and ELCO's payment of its Existing Party Debt. So long as Existing Party Debt is outstanding, North Weld and ELCO may issue additional obligations of each respective Party on a parity with the Existing Party Debt, subject to the terms and conditions of resolutions of such Parties which have authorized such Existing Party Debt, as such resolutions have been and may be hereafter modified.

3. Contract with Holders. The resolution, trust indenture, or other security agreement, under which any bonds, notes, or other obligations are issued, shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board of Directors of the Authority to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, funds, rights, or properties of the Authority. The bonds, notes, and other obligations of the Authority and the income therefrom shall be exempt from taxation by this state, except inheritance, estate, and transfer taxes.

4. Financial Obligations Not Obligations of the Parties. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the Parties.

5. Party Authorization. The Authority shall enter into an intergovernmental agreement in advance with any Party who will be responsible for paying to the Authority in excess of \$1,000,000.00 that will be relied upon by the Authority to pay the following: (a) any debt, including any refunding or restructuring debts, financial liabilities, or financial obligations incurred by the Authority; (b) costs and expenses not associated with Operations and Maintenance Expenses; and (c) accumulation by the Authority of depreciation, contingency, or reserve funds that is not accumulated through reoccurring rates, fees or charges for delivery of Treated Water. The intergovernmental agreement shall set forth the Party's obligations for the payment to the Authority, the structure of the obligation being incurred by the Authority, and that the Party's payment obligation to the Authority is not a debt, liability, or obligation of the Party, unless otherwise agreed to by the Party.

D. Deposits. All funds of the Authority shall be deposited, from time to time, to the credit of the Authority, pursuant to law, in such bank or banks or other financial institutions as the Board of Directors may select. The Authority will maintain separate funds, as set forth below, into which all revenues shall be deposited. The Authority shall have the discretion to establish other funds in addition to the funds identified below, but shall at all times maintain the funds as set forth below.

1. Gross Revenues Fund. The Authority shall deposit all income and amounts received from the operation of its system into the Gross Revenues Fund.

2. Operation and Maintenance Fund. The Authority shall deposit, from time to time, into an Operation and Maintenance Fund, moneys from the Gross Revenues Fund in amounts sufficient to cover Operation and Maintenance Expenses of the Authority.

3. Debt Service Fund. After the Authority has deposited revenues from the Operation and Maintenance Component into the Operation and Maintenance Fund, it shall deposit the Debt Service Component into the Debt Service Fund.

4. Other Funds. After the Authority has deposited the Operation and Maintenance Component in the Operation and Maintenance Fund and the Debt Service Component in the Debt Service Fund, any remaining Net Revenues may be deposited in any other funds established by the Authority, from time to time.

E. Fiscal Years. The fiscal year of the Authority shall be January 1 through December 31.

F. Initial Payment. In exchange for the Authority assuming the responsibilities and obligations provided herein, each Party agrees to pay the Authority, upon February 1, 2017, an initial operating fee. The Parties' initial operating fees, together, shall be sufficient to cover the Authority's operations and maintenance costs for three (3) months, in the total amount of \$738,419. The amount of each Party's respective contribution shall be based upon its average monthly water usage over the last four (4) years. Each Party's initial operating fee shall be as follows: ELCO \$142,736 (19.33%); Fort Collins-Loveland \$300,854 (40.743%); and North Weld \$294,829 (39.927%).

VI. TABOR Enterprise.

A. Water Activity Enterprises Activities and Facilities. The Parties hereby establish the Authority as a Water Activity Enterprise, in conformance with the Act, in order to exclude the Water Activity Enterprise from the provisions of TABOR. All authorities and obligations of the Authority set forth in this Agreement shall be carried out through the Water Activity Enterprise. The Water Activity Enterprise itself shall be wholly owned by the Parties.

B. Multiple Enterprises. The Board of Directors may, from time to time, establish or restructure any Water Activity as a separate enterprise, or establish other water activity enterprises to carry out the purpose of this Agreement and the establishment of the Authority.

C. Governing Board. The Governing Board shall conduct the business of the Water Activity Enterprise in the same manner and follow the same procedures as the Board of Directors of the Authority. All public business of the Water Activity Enterprise shall be conducted only during regular or special meetings of the Board of

Directors at which a quorum is present. The record of proceedings of the Governing Board may be incorporated into the minutes of the Board of Directors of the Authority. No additional oaths, bonds, or other qualifications shall be required of the Governing Board. All actions of the Board of Directors shall be considered as the actions and business of the Water Activity Enterprise undertaken by the Board of Directors acting as the Governing Board of the Water Activity Enterprise. All business of the Water Activity Enterprise and actions of the Governing Board shall be governed by and made subject to all requirements, privileges, immunities, protections, limitations, and other provisions of law.

D. Powers. The Governing Board of the Water Activity Enterprise may, without limitation, exercise the Authority's legal authority relating to Water Activities or otherwise available to any enterprise established pursuant to TABOR or to Sections 37-45.1-101, et seq., C.R.S., except as expressly provided herein. Such authority shall include all powers set forth in the Act, and those powers set forth in the Article 1, Title 32, C.R.S., which are consistent with the authorities of an enterprise under the provisions of TABOR and are necessary to operate the Water Activity Enterprise, including, but not limited to, the power to issue or reissue bonds, notes, or other obligations payable from revenues derived or to be derived from the provision of services, and to set rates, fees and charges for services provided by the Water Activity Enterprise. The powers and authorities specifically conferred by this Article VI shall not modify, limit, or restrict the powers conferred by this Agreement, except as expressly provided herein. The Water Activity Enterprise shall have no power which adversely affects the status of the Water Activity Enterprise for purposes of the application of TABOR.

E. Taxes. In no event shall the Water Activity Enterprise have the power to levy or assess any tax which is subject to TABOR or to direct the Authority or the Parties to exercise their taxing powers on behalf of the Water Activity Enterprise.

F. Grants. The Water Activity Enterprise shall not accept or receive any revenue in Grants (as defined in the Act) from the Parties, State or any local governments, unless expressly authorized by the Board of Directors of the Authority. The purpose of this provision is to prevent, without the Authority's knowledge and consent, any violation of the rules of TABOR applicable to enterprises.

G. Contracts. All contracts relating to Water Activities shall be with the Authority as the contracting party, and unless expressly delegated by the Governing Board to other persons, approved by the Governing Board and executed by the Authority officers. Any pre-existing contract relating to Water Activities shall be considered as having been approved by the Governing Board. All contracts relating to Water Activities shall be implemented and discharged by the Water Activity Enterprise, unless otherwise provided by the Board of Directors. For all purposes under the Act and TABOR, this Agreement shall, without further action, be considered as a contract for service between the Parties and the Water Activity Enterprise under which Water Activity services will be

provided to the Parties by the Water Activity Enterprise, and the Parties will pay for such services in an amount not to exceed the costs of such services as determined, from time to time, by the Governing Board.

H. Revenue. All revenue for Water Activities provided by the Water Activity Enterprise, including rates, fees, tolls, charges, payments for services from the Authority, and all other income of the Water Activity Enterprise, shall be collected, used, and expended for Water Activity purposes, as determined by the Governing Board in accordance with and as set forth in the fiscal budget of the Water Activity Enterprise adopted pursuant to law. Rates for Water Activities provided by the Water Activity Enterprise shall be established by the Governing Board, and collected and enforced in accordance with State law. No revenue or spending of the Water Activity Enterprise shall be subject to TABOR.

I. Enterprise Fund. A Water Activity Enterprise Fund shall be established to separately account for all revenue and expenditures of the Water Activity Enterprise. The Water Activity Enterprise shall prepare an annual budget and perform an annual audit which may be included in the budget or audit of the Authority. All budgets, reports, audits, and financial operations of the Water Activity Enterprise shall conform to and be prepared in accordance with generally accepted accounting principles applicable to governmental (enterprise) units and other requirements of State law.

J. Miscellaneous. Nothing set forth in this Agreement shall be construed to limit the authority of the Governing Board or the Water Activity Enterprise to utilize other policies or procedures for operating or continuing the Water Activity Enterprise in conformance with the Act and TABOR, except as otherwise expressly provided herein. It is the intent of the Parties to establish the Water Activity Enterprise in conformance with the provisions of the Act and TABOR according to the most reasonable interpretations thereof. If any term, section, or provision of this Article VI shall be determined to be invalid or in violation of the enterprise qualification provisions of TABOR or the Act, the invalidity or disqualification of such provision shall not affect any of the remaining provisions of this Article. This Agreement shall remain in effect, whether or not the Water Activity Enterprise currently qualifies as an enterprise pursuant to TABOR, until modified or repealed by the Parties.

VII. Successor to the Soldier Canyon Filter Plant. The Authority shall be the successor to the Soldier Canyon Filter Plant, and the Authority shall be entitled to all rights and privileges and shall assume all obligations and liabilities of the Soldier Canyon Filter Plant under existing contracts to which the Soldier Canyon Filter Plant is a party.

A. Transfer and Deed of Treatment Facility Property. Pursuant to the Amended IGA, each Party is the owner of an undivided one-third (1/3) interest in and to the Treatment Facility. In exchange for the mutual benefits provided by the terms of this Agreement, as of February 1, 2017, and without any additional consideration, the Parties and the Soldier Canyon Filter Plant have **HEREBY REMISED, RELEASED, SOLD**

AND QUITCLAIMED, AND BY THESE PRESENTS DO REMISE, RELEASE, SELL AND QUITCLAIM unto the Authority, its successors and assigns, forever, all the right, title, interest, claim and demand which the Parties and the Soldier Canyon Filter Plant have in and to the Treatment Facility, situate, lying and being in the County of Larimer, State of Colorado, TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Parties and the Soldier Canyon Filter Plant, either in law or equity, to the only proper use, benefit and behoof of the Authority and its successors and assigns forever. The Authority shall use the Treatment Facility for the provision of Treated Water to the Parties pursuant to this Agreement. The Parties and Soldier Canyon Filter Plant further agree to execute any and all additional instruments or documents reasonably necessary to evidence such conveyance of their interests in the Treatment Facility to the Authority. The Parties acknowledge that the assets assigned to the Authority may be modernized, modified, replaced, or disposed of by the Authority, and that any new assets acquired by the Authority shall be titled in the name of the Authority.

B. Personnel. As of February 1, 2017, all personnel previously employed by the Soldier Canyon Filter Plant shall be terminated by the Soldier Canyon Filter Plant and shall become employed by the Authority. Such employees shall initially be employed pursuant to the Soldier Canyon Filter Plant Personnel Guidelines and Procedures, and at the same compensation rates and with the same benefits as they received as employees of the Soldier Canyon Filter Plant just prior to termination. Thereafter, all personnel decisions, including compensation and benefits, shall be made by the Authority. All such personnel shall be credited for previous time employed with the Soldier Canyon Filter Plant, such that they will be deemed to have had continuous employment for the entire period of their employment with Soldier Canyon Filter Plant and the Authority. The Authority shall provide all management, payroll, supervision and personnel and human resource related services and other services customarily provided by an employer to an employee.

C. Pension Funds. All pension funds and plans of the Soldier Canyon Filter Plant shall be transferred to the Authority, as successor to the Soldier Canyon Filter Plant, subject to the statutory requirements and the requirements, authorities, and obligations of the trust or pension agreements or other documents and agreements establishing and pertaining to such pension funds and plans.

VIII. Obligation to Serve the Parties. The Authority shall be obligated to meet the Parties' reasonable demands for Treated Water to be delivered at the location of the Treatment Facility. Except as may be allowed pursuant to Section VIII.G., following the 2019-2020 Treatment Facility Expansion completion no Party is entitled to receive Treated Water from the Authority in excess of their Treatment Capacity Share at the time of delivery.

A. Existing Treatment Facility Capacity. The Treatment Facility is currently capable of treating and delivering approximately 45 million gallons per day of Treated Water, and such amount is the current Treatment Capacity. In each calendar year, Treatment Capacity will be allocated to the Parties proportionately based upon their Treatment Capacity Share. The Treatment Capacity shall be decreased based on reductions in the ability of the Treatment Facility to deliver Treated Water or reductions resulting from State or federal law. Treatment Capacity shall be increased by the ability of the Treatment Facility to deliver additional Treated Water, including increases resulting from operational modifications and Treatment Facility Expansions.

B. Treatment Capacity Share. Notwithstanding the equal one-third (1/3) ownership of the Treatment Facility under the Amended IGA, or the transfer of the Treatment Facility to the Authority pursuant to Section VII.A. of this Agreement, based on previous capital funding of the Treatment Facility by the Parties, each Party's Treatment Capacity Share as of the date of this Agreement is as follows:

<u>Party</u>	<u>MGD</u>	<u>Treatment Capacity Share</u>
ELCO	12.719	28.264%
Fort Collins – Loveland	16.043	35.651%
<u>North Weld</u>	<u>16.238</u>	<u>36.084%</u>
TOTAL	45.000	99.999%

C. Expansion, Improvement, or Additional Treated Water Supply. The Authority will be obligated to expand or improve the Treatment Facility, or obtain additional Treated Water through contract with other Treated Water suppliers when reasonably necessary, to: (i) comply with applicable local, State and federal laws regarding water quality; and (ii) as necessary to maintain appropriate levels of Treated Water service to the customers of each Party, taking into account the requirements of all Parties. Circumstances that shall be deemed to create the necessity to expand or improve the Treatment Facility, or obtain additional Treated Water supplies to maintain appropriate levels of water service, include, but are not limited to, the Treatment Facility operating at eighty percent (80%) of maximum Treatment Capacity for ten (10) days during any forty-five (45) day period. The Board may by a simple majority approve Treatment Facility Improvements in an individual amount of not more than \$1,000,000.00. Any Treatment Plant Improvements in excess of \$1,000,000.00 must be approved by the Directors of all Parties to whom the costs of the Treatment Facility Improvements will be assessed. If the Authority is fined or penalized because of the failure of one or more Directors to approve Treatment Plant Improvements necessary to comply with applicable local, State and federal laws regarding water quality, the Party or Parties whose Director or Directors failed to approve the Treatment Plant Improvements

shall be assessed the costs of such fines or penalties based on their Treatment Capacity Share compared to the cumulative Treatment Capacity Shares of all Parties whose Directors failed to approve the Treatment Plant Improvements.

D. Modification of Treatment Capacity Share. Unless otherwise approved by the Directors representing the Parties to be assessed the costs of Treatment Facility Improvements, each Party’s share of the costs of Treatment Facility Improvements shall be based on its Treatment Capacity Share at the time the Treatment Facility Improvements are made. Any Party may choose to fund its share of the costs of Treatment Facility Improvements through a cash payment at the time the Treatment Facility Improvements are made as an alternative to service fees or charges imposed by the Authority to repay Authority Obligations, in which case such Party shall not be subject to such fees or charges. Treatment Facility Expansions shall be funded based on each Party’s allocation of the Treatment Facility Expansion, as approved by the Board of Directors, and will result in associated modifications of their respective Treatment Capacity Share. The 2019-2020 Treatment Facility Expansion completion will result in the following adjustments:

<u>Party</u>	<u>Expansion Allocation</u>	<u>Expansion Share</u>	<u>Total Capacity Allocation</u>	<u>Treatment Capacity Share</u>
ELCO	1 mgd	6.67%	13.719 mgd	22.865%
Fort Collins – Loveland	7 mgd	46.67%	23.043 mgd	38.405%
<u>North Weld</u>	<u>7 mgd</u>	<u>46.67%</u>	<u>23.238 mgd</u>	<u>38.730%</u>
TOTAL	15 mgd	100.01%	60.000 mgd	100%

E. Establishment of Rates, Fees, and Charges. The Board of Directors shall establish rates, fees, and charges for delivery of Treated Water to the Parties, so as to provide for all of the costs associated with owning, operating, maintaining and improving the Treatment Facility and providing reasonable contingency and reserve funds. Any charge for Treatment Facility Expansions or Treatment Facility Improvements, including, but not limited to, any Debt Service Component within the fees and charges for Treated Water, will be imposed only on, and in proportion to the benefit received by, the Party or Parties benefitting from the associated cost.

F. Delivery at the Treatment Facility. The Authority’s obligation is to deliver Treated Water to the Parties at the location of the Treatment Facility. It will be the responsibility of each Party to provide transmission and distribution of Treated Water supplied by the Authority to such Party’s customers. The Authority shall have no

obligation to develop transmission or distribution systems to supply water to the Parties, nor to supply Treated Water to points other than at the Treatment Facility.

G. Treated Water Only to the Parties. The Authority shall sell and provide Treated Water only to the Parties. The Authority shall not enter into any agreements or arrangements to provide Treated Water to any person or entity other than a Party without the written consent of the Parties. Unless agreed to by written consent of all the Parties, any person or entity wishing to receive Treated Water from the Authority must enter into an appropriate service agreement or similar arrangement with one of the Parties, and the Authority shall have no direct relationship or obligation to such person or entity. Any Party may lease to any other Party all or a portion of their Treatment Capacity Share that is in excess of its current needs. Such lease shall be a contractual arrangement between the lessor and lessee Parties only, and the Authority will have no direct responsibility to the lessee Party.

H. Large Customers. The Parties acknowledge that additional or expansion of a single customer or service area that, within a period of twelve (12) months, increases the demand for Treated Water in excess of five hundred thousand gallons (500,000) per day, may substantially impact the Treatment Facility and the ability of the Authority to provide Treated Water to Parties. Any Party wishing to increase Treated Water service to a single existing or new customer or service area in such amount within such time period shall, to the extent reasonably possible, first provide not less than one hundred eighty (180) days written notice to the Authority. The Authority shall only be obligated to provide such service to the Party to the extent it has such service capacity, however, if such Treated Water demand should create an obligation for the Authority to serve pursuant to Article VIII. of this Agreement, the Authority shall proceed to improve or expand the Treatment Facility or obtain additional Treated Water from another supplier to meet such demand.

I. Raw Water Management and Coordination. The obligations to manage raw water supplies remain with the Parties. The Authority will coordinate with each Party, or its designee, to maximize the efficiencies of raw water deliveries from Horsetooth Reservoir, the Pleasant Valley Pipeline, and future sources to the Treatment Facility. The Parties' current designee for coordinating raw water supplies is the Parties' joint water resource staff.

J. Limitation on Treated Water Supplies. The Authority's obligation to provide Treated Water to any Party is dependent upon that Party having sufficient Treatment Capacity Share and providing adequate raw water for treatment by the Authority at the Treatment Facility. In the event the amount of Treated Water available from the Treatment Facility is limited due to inadequate amounts of raw water inventory, each Party shall be entitled to receive only that percentage of Treated Water, based upon their respective percentages of inventories, of raw water supplied to or for the benefit of the Treatment Facility. Any Party receiving inadequate volumes of Treated Water from the Treatment Facility due to inadequate raw water inventory of such Party shall secure

such additional raw water inventory prior to receiving additional Treated Water. It is expressly agreed that such Party may not utilize the raw water inventory of any of the other Parties without the prior written consent of such other Parties. Upon expansion of the Treatment Capacity to 60 mgd as contemplated in Section VIII. D. of this Agreement, if in any calendar year within any seven (7) day period a Party exceeds its Treatment Capacity Share on a daily basis for three (3) or more days, it shall pay an annual fee of \$14,750 multiplied by the average usage above its Treatment Capacity Share for the three (3) highest usage days within such seven (7) day period. If a Party has multiple seven (7) day periods within a calendar year where it exceeds its Treatment Capacity Share for three (3) or more days, the annual fee shall be based on the seven (7) day period having the highest average usage for the three (3) highest usage days. Such payment shall be paid pro rata to the other Party or Parties with available Treatment Capacity Share, based on their pro rata unused Treatment Capacity Share on such day. Such payment shall be increased annually by the rate of inflation determined by the percentage change in the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley, all urban consumers, or its successor index.

K. Water System Practices. No Party shall voluntarily operate its System in such a manner as shall adversely impact the Treatment Facility, including, but not limited to, activities which shall: (i) unreasonably increase the cost of Treated Water; (ii) unnecessarily interfere with the operation of the Treatment Facility; and (iii) adversely impact the Treatment Capacity of the Treatment Facility. Each Party hereby covenants and agrees with the others to operate its System in such a manner as shall maximize and optimize the efficiency of the Treatment Facility and its Treatment Capacity. In the event that water Treatment Capacity of the Treatment Facility is limited or interrupted due to unexpectedly high usage of Treated Water or drought conditions or in the event that Treatment Capacity is limited or interrupted due to unforeseen and unexpected situations, including pressure failures, water line breaks, power failures, temporary repairs, facility breakdowns, health reasons, safety reasons, floods, fires, earthquakes, natural catastrophes, acts of God or other emergencies, unless otherwise agreed to, each Party shall only utilize its pro rata share of the then existing total Treatment Capacity.

L. Water Quality. The Authority shall ensure that all Treated Water delivered to the Parties meets all applicable local, State, and federal laws regarding water quality. The Board of Directors may determine to provide Treated Water of higher quality than required by law. If any Party wishes to receive Treated Water of higher quality than determined by the Board of Directors, the Authority shall provide water of such higher quality, so long as such Party pays any direct and indirect costs associated with meeting such higher quality standard, as determined by the Board of Directors.

M. Agreements for Supply and Transmission. Notwithstanding the foregoing, to meet its obligations to provide Treated Water to the Parties and, when deemed appropriate by the Board of Directors, to assist with the delivery of Treated

Water to the Parties, the Authority may enter into agreements with other suppliers and distributors of the Treated Water including, but not limited to, any of the Parties and the City of Fort Collins. To facilitate delivery of Treated Water to the Parties, the Authority may enter into exchange, transmission, or supply agreements. The Authority shall also honor any existing or future exchange, transmission, or supply agreements entered into by any of the Parties with other suppliers and distributors of Treated Water, so long as the role of the Authority is limited to providing Treated Water for the benefit of a Party at the location of the Treatment Facility.

N. Resolution of Dispute Regarding Obligation to Serve.

1. Negotiation. If any Party believes that the Authority is not meeting its obligation to serve Treated Water to that Party, such Party shall have the right to request a meeting with the Authority regarding whether such obligation is not being met and if not, methods of meeting it. Such Party shall give written notice to the Authority, requesting a meeting within thirty (30) days thereafter to discuss the matter. Such Party and the Authority shall meet within said thirty (30) day period and negotiate in good faith relative to the obligation of the Authority to serve such Party.

2. Mediation. If the Authority and the Party are not able to reach an agreement regarding the Authority's obligation to serve that Party or Treatment Plant Improvements necessary to comply with applicable local, State and federal laws regarding water quality, such Party may submit the matter to mediation between the Authority and such Party. Unless otherwise agreed to by the Authority and the Party, the American Arbitration Association shall appoint one (1) or more mediators, and its rules and procedures shall apply to the mediation. In the event such mediation results in a settlement, the result shall be reduced to writing and approved by the Authority and the Party.

3. Binding Arbitration. In the event the Authority and the Party are unable to arrive at an agreement regarding the Authority's obligation to serve the Party within forty-five (45) days after the appointment of a mediator, then the Party shall have the right to require that the matter be submitted to binding arbitration. The Authority and the Party shall have thirty (30) days after receipt of written demand for binding arbitration within which to select the arbitrators. In the event the parties are unable to mutually agree upon the arbitrators and the rules and procedures, then the Authority and the Party shall each appoint a disinterested and impartial arbitrator and give written notice thereof to the other. The two (2) arbitrators so selected shall name a third arbitrator within fifteen (15) days thereafter. In the event the two (2) arbitrators are not able to agree upon a third arbitrator, then such third arbitrator shall be appointed by the presiding judge of the Eighth Judicial District. All arbitrators shall serve as neutral, independent, and impartial arbitrators. Except as otherwise provided herein or agreed to by the Authority and the Party, arbitration shall be in accordance with the Colorado Uniform Arbitration Act of 1975, §13-22-201, et seq., C.R.S. Unless otherwise agreed to, any arbitration hearing shall be held as soon as reasonably possible in the City of Fort

Collins, Colorado, at such time as shall be established by the arbitrators, upon giving reasonable notice thereof to the Parties concerned. The Authority and the Party shall each bear its own arbitration costs, attorneys' fees and expenses. The costs of arbitrators shall also be shared equally. The decision of the arbitrators shall be made within fifteen (15) days after the conclusion of the hearing, and shall be binding on the Parties to the arbitration.

IX. Prior Agreements. The Parties have previously entered into certain agreements, supplemental agreements, and documents relating to the use, ownership, construction, operation, maintenance, and expansion of the Treatment Facility.

A. Terminated Agreements. The Parties entered into an Intergovernmental Agreement, dated March 29, 1990, which terminated and cancelled a number of such documents previously entered into between the Parties.

B. Agreements Assigned to the Authority. Agreements, supplemental agreements, deeds, easements, and other documents that were entered into by one or more of the Parties with other entities have not been terminated, and shall continue for the benefit of the Authority. All rights, duties and obligations of the Parties or the Soldier Canyon Filter Plant with respect to these documents are hereby deeded, conveyed, or assigned to the Authority, unless expressly or impliedly prohibited by the terms of such documents. The Parties and the Soldier Canyon Filter Plant shall take such additional action and execute such additional documents as may be reasonably necessary to deed, convey, or assign all such interests under such documents to the Authority. Such agreements, supplemental agreements, deeds, easements, and other documents include, but are not limited to, the following:

1. Supplemental Agreement, dated February 15, 1962, entered into by and between the Colorado State Board of Agriculture and Fort Collins-Loveland

2. Memorandum of Agreement, dated April 26, 1962, entered into by and between the Colorado State Board of Agriculture and Fort Collins-Loveland;

3. Memorandum of Agreement, dated February 15, 1963, entered into by and between the Colorado State Board of Agriculture and Fort Collins-Loveland;

4. Bargain and Sale Deed, dated June 29, 1965, and recorded on June 30, 1965, in Book 1295 at Page 48 of the Larimer County, Colorado records;

5. Contract and Grant of Easement for Settling and Drawing Ponds near Horsetooth Reservoir, dated March 14, 1974, entered into by and between The United States of America, Fort Collins-Loveland, ELCO and North Weld;

6. Amendment to Operating Agreement of May 11, 1962, between the Northern Colorado Water Conservancy District and Fort Collins-Loveland;

7. Special Warranty Deed from Fort Collins-Loveland to Fort Collins-Loveland, ELCO and North Weld, dated January 16, 1985, and recorded March 26, 1985, at Reception No. 85013980 of the Larimer County, Colorado records; and

8. Assignment of Easement from Fort Collins-Loveland to Fort Collins-Loveland, ELCO and North Weld, dated January 16, 1985, and recorded March 26, 1985, at Reception No. 85013981 of the Larimer County, Colorado records.

X. Term, Termination and Withdrawal.

A. Term. This Agreement shall become effective February 1, 2017, following execution by all three (3) Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. This Agreement may be terminated only by the unanimous consent of all Parties to the Agreement at the time of termination, except that if there are only two (2) member of the Authority, notice of withdrawal provided by either Party, pursuant to the following subsection, shall effect a termination as of the end of the fiscal year.

C. Withdrawal of Parties. A Party may withdraw from this Agreement as of the end of any fiscal year by written notice authorized by the governing body of such Party, provided to the Board of Directors and each Party no later than one hundred eighty (180) days prior to the end of the fiscal year. A withdrawing Party shall remain liable for any and all financial obligations incurred by such Party until the effective date of the withdrawal. Withdrawal by any Party shall not cause termination of this Agreement, so long as there remains at least two (2) Parties that have not withdrawn. Dissolution of a Party shall be treated as a withdrawal.

D. Distribution upon Termination or Withdrawal. Upon termination or withdrawal, unless otherwise agreed to by all Parties, each terminating or withdrawing Party shall be paid for their interest in the Authority based on its Treatment Capacity Share as follows:

1. Termination. Upon termination of this Agreement, all assets and property of the Authority shall be liquidated and distributed to the terminating Parties based on their Treatment Capacity Share. Disposal of the assets and property of the Authority shall be in consideration of fair market value, as determined by appraisal by a qualified appraiser selected by the Authority. If there are only two (2) members of the Authority and termination is brought about by notice of withdrawal provided by either Party, in case of dispute regarding selection of an appraiser, the appraiser shall be selected as set forth in the following paragraph, except that each of the two (2) remaining Parties shall select one (1) appraiser instead of the Authority selecting an appraiser.

2. Withdrawal. Upon a Party withdrawing from the Authority, the withdrawing Party's interest in the Authority will be determined and distributed to it as follows:

a. Distribution by Agreement. The Withdrawing Party and the Authority may agree for the Authority to reimburse the Withdrawing Party for its interest in the Authority upon such terms and conditions as they shall mutually agree.

b. Distribution by Appraisal. If the Authority and the withdrawing Party are unable to agree on reimbursement for the withdrawing Party's interest in the Authority, the withdrawing Party shall be paid its Treatment Capacity Share of the fair market value of the Treatment Facility, less the same percentage of the amount of any unpaid financial obligation of the Authority associated with the Treatment facility times seventy-five percent (75%). The fair market value of the Treatment Facility shall be determined by a qualified appraiser selected by mutual agreement of the withdrawing Party and the Authority. The Treatment Facility shall be valued as of the Valuation Date. In the event the Parties are unable to mutually designate an acceptable appraiser, the withdrawing Party and the Authority shall each select one (1) MAI appraiser and the two (2) appraisers so selected shall determine the fair market value of the Treatment Facility. In the event that such appraisers are unable to mutually agree within one hundred twenty (120) days after their appointment upon the fair market value of the Treatment Facility, then the two (2) appraisers so selected shall agree upon a disinterested third MAI appraiser, and a decision of the majority of the three (3) appraisers shall be final. All fees and expenses of all appraisers and any experts, and expenses incurred for other information necessary for their analyses in determining the fair market value of the Treatment Facility, shall be borne fifty percent (50%) by the withdrawing Party and fifty percent (50%) by the Authority. Unless otherwise agreed to by the non-withdrawing Parties, reimbursement for the withdrawing Party's interest in the Treatment Facility shall be payable by the Authority from existing funds and revenues or revenue financing which, together with an increase in rates, fees, or charges for Treated Water delivered by the Authority in an amount and for a period of time of not more than twenty percent (20%) and ten (10) years, are sufficient to pay all projected expenses of the Authority, including anticipated capital improvement expenses and such reimbursement, as determined in the reasonable discretion of the Authority. The Authority shall establish and collect such rates, fees, and charges for Treated Water, up to such amount, for no more than such period, and the Withdrawing Party's right to reimbursement for its interest in the Treatment Facility shall be further limited to such revenues and such time period.

c. Distribution When Financial Obligation Outstanding. Notwithstanding the previous subparagraphs a. and b. of this paragraph 2, the Authority shall have no obligation to reimburse a withdrawing Party for its interest in the Authority if the Party seeks to withdraw when the Authority has outstanding any multiple fiscal

year financial obligation, multi-year financing, or lease purchase which may be extended for more than one year.

E. Subject to Annual Appropriations. Any obligation to make payments upon withdrawal or termination which arises, in any year in which the Authority does not qualify as a TABOR enterprise, is subject to annual appropriations by the Authority.

F. No Termination if Outstanding Financial Obligations. This Agreement may not be rescinded or terminated so long as the Authority has bonds, notes, or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

G. Consolidation with a Non-Party. Consolidation by a Party with a non-party to form a single legal entity, unless agreed to by the non-consolidating Parties in their sole discretion, shall be deemed a withdrawal by the consolidating Party from this Agreement. Such withdrawal shall occur as of January 1 following any formal action to effect such consolidation or the date of such consolidation, whichever occurs first.

XI. Miscellaneous.

A. Additional Parties. Additional governmental or quasi-governmental entities authorized to provide Treated Water may be added to this Agreement as a party with unanimous written consent formally approved by the governing body of each Party. An entity added as a party shall be subject to such terms and conditions as the Board of Directors, in its sole discretion, may determine. A new party may be assessed a capital investment fee to cover its pro rata share of the costs of those capital assets previously purchased by the Authority or provided by the Parties for joint use by all Parties.

B. Notices. Any formal notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid, to the Parties at the addresses, as set forth on each signature page attached hereto, unless another address is certified to the Authority.

C. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement, including any employees, volunteers, officers, or agents of the Parties.

D. Existing Agreements. This Agreement shall not terminate any existing agreement between any Parties and any non-party, except as expressly noted in this Agreement.

E. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person,

corporation, or circumstance by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and such determination shall not affect or impair the validity or enforceability of any other provision, and the remaining provisions shall be interpreted and applied so far as possible to reflect the original intent and purpose of this Agreement.

F. Amendments. This Agreement may be amended only by written document approved by formal authority of the governing bodies of all of the Parties; provided, however, that such amendment will not affect other obligations outstanding of the Authority unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to such obligations.

G. Duplicate Originals. This Agreement shall be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

H. Termination of Amended IGA. This Agreement amends, supersedes, and replaces in its entirety the Amended IGA, however, the Steering Committee shall continue to exist for purposes of winding up the affairs of the Soldier Canyon Filter Plant and transferring its assets and its real and personal property to the Authority, until terminated by Resolution of the Board of Directors, or July 1, 2017, whichever occurs first.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as follows:

Executed this ___ day of _____, 2019, by the East Larimer County Water District.

East Larimer County Water District

By: _____
Loren R. Maxey, President/Chairman

Attest:

Mike Scheid, Secretary

Executed this ___ day of _____, 2019, by the Fort Collins-Loveland Water District.

Fort Collins-Loveland Water District

By: _____
James Borland, President/Chairman

Attest:

Chris Matkins, Secretary

Executed this ___ day of _____, 2019, by the North Weld County Water District.

North Weld County Water District

By: _____
Gene Stille, President/Chairman

Attest:

Scott Crockroft, Secretary

JKP Consulting LLC

1211 9th Street, Greeley, CO 80631 | 970.590.6061 | kris@jkpconsulting.co

March 27, 2023

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

RE: Variance Requests for Severance South Subdivision, Severance, Colorado

Dear Mr. Eric Reckentine:

We are pursuing the development known as Severance South Subdivision (a,k,a, WinDance). The engineering plans and reports the district has received and reviewed over the past few years indicate a watermain being constructed along WCR 23. We are requesting variances to place the water main in the existing NWCWD easement along the east side of WCR 23. The NWCWD Board accepted a request by the Dalton's Run development to use this easement to place a 12" diameter main. We prefer using the same alignment and are currently expecting to install a 16" diameter main. As you indicated, we need two variances approved by the Board.

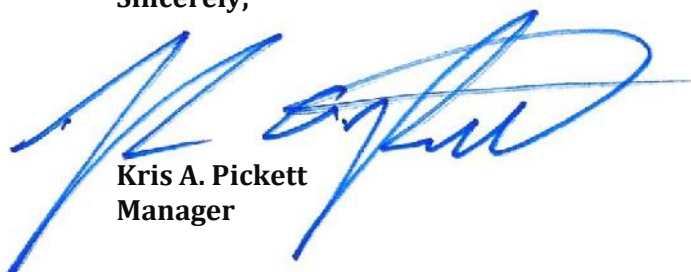
Variance Request 1: Severance South Subdivision, on behalf of the developers Windsor LV LLC and Windsor LV II LLC and The Severance South Metropolitan District, request the necessary variance to allow the installation of a water main within the NWCWD's existing easement along the east side of WCR 23 from a connection point at Hidden Valley Parkway to the south side of WCR 70.

Variance Request 2: Severance South Subdivision, on behalf of the developers Windsor LV LLC and Windsor LV II LLC and The Severance South Metropolitan District, request the necessary variance to allow the installation of a 16" diameter water main in the NWCWD's existing 20' wide easement. Current design criteria require a 30' wide easement for this diameter line.

As I read your criteria, NWCWD will provide the required Easement Agreement documents for execution.

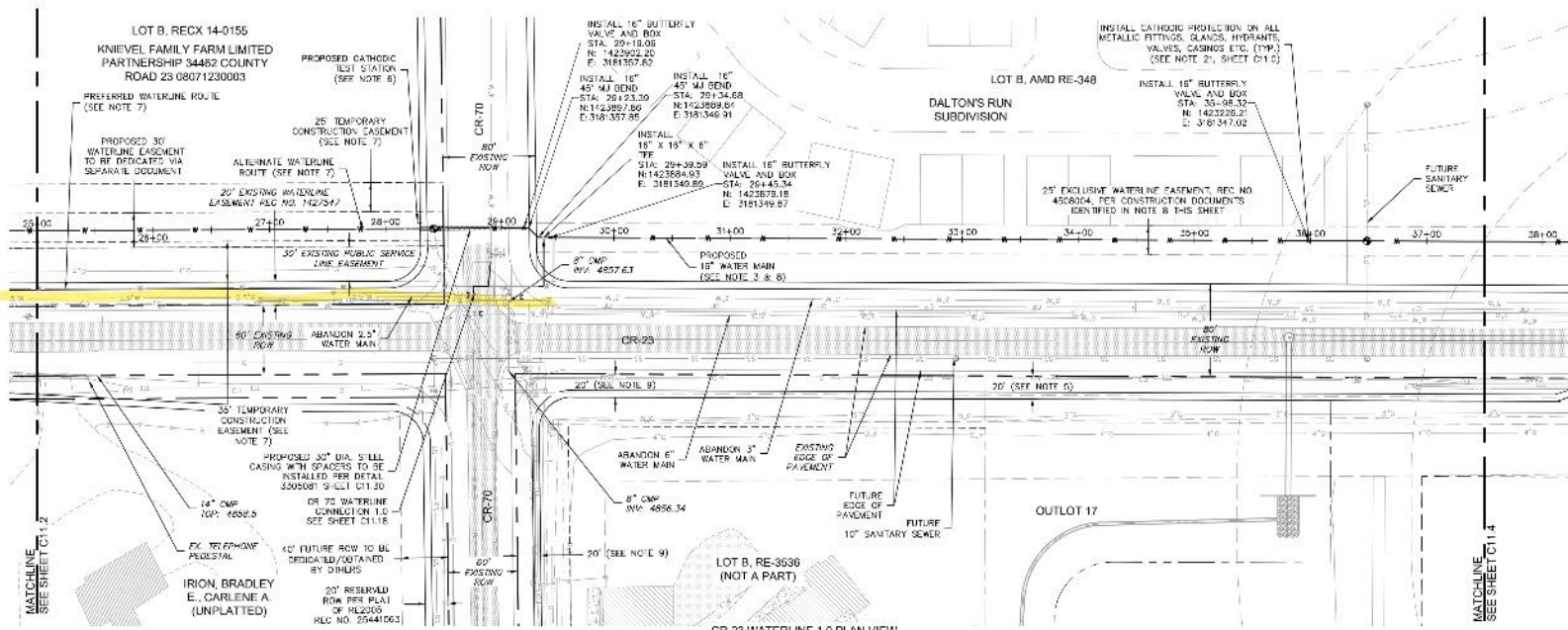
Please let me know what other material you need from me to process these variances.

Sincerely,



Kris A. Pickett
Manager

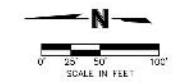
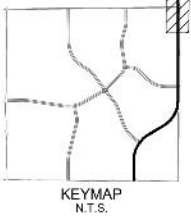
USER: maddox DATE: 07/20/2022 TIME: 10:58:00 AM PROJECT: DALTON'S RUN WATER MAINS REPLACEMENT AND IMPROVEMENTS SHEET: C-11.3 OF 11.3



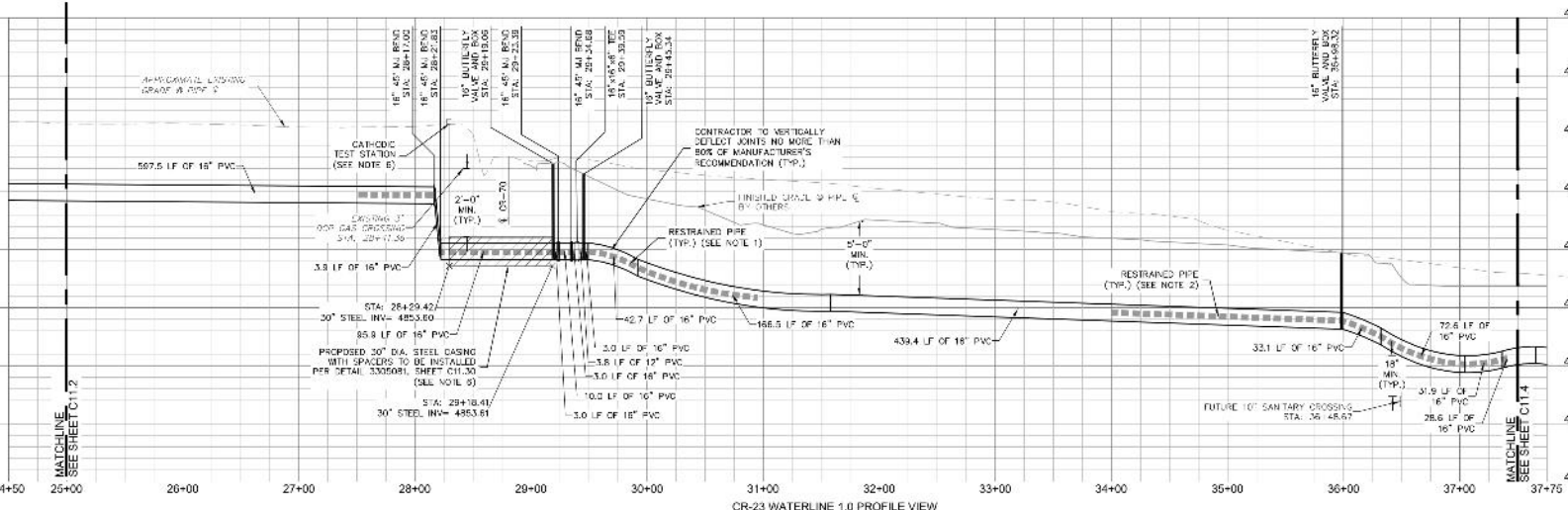
CR-23 WATERLINE 1.0 PLAN VIEW
SCALE: 1" = 50'

CONSTRUCTION MUST BE IN ACCORDANCE WITH APPLICABLE INWCD DESIGN CRITERIA AND STANDARDS AND THE CONSTRUCTION PLANS APPROVED BY INWCD. INWCD'S ACCEPTANCE OF CONSTRUCTION PLANS SHALL BE VALID FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF ITS APPROVAL. BELOW INWCD'S ACCEPTANCE SHALL NOT RELIEVE OWNER OR ITS ENGINEER FROM LIABILITY FOR ERRORS, OMISSIONS, OR DESIGN DEFICIENCIES AND OWNER AND ITS ENGINEERS SHALL HOLD INWCD HARMLESS FROM SUCH LIABILITY.

ACCEPTED BY: _____ (DISTRICT ENGINEER) DATE: _____



- NOTE:
- 1) PIPE SHALL HAVE MJ RESTRAINT FROM STA 27+52 TO STA 30+85.
 - 2) PIPE SHALL HAVE MJ RESTRAINT FROM STA 34+48 TO STA 37+48.
 - 3) ALL WATER MAIN INFRASTRUCTURE SHOWN ON THIS SHEET IS TO BE INSTALLED AS PART OF PHASE 1. SEE PHASING PLAN SHEET C16 FOR MORE INFORMATION.
 - 4) CONTRACTOR TO RESTORE ALL EXISTING DRIVEWAYS, SIGNAGE AND OTHER FEATURES DAMAGED AS A RESULT OF WATERLINE INSTALLATION TO EQUIVALENT OR BETTER THAN EXISTING CONDITION.
 - 5) RIGHT-OF-WAY TO BE DEDICATED AS PART OF SEWERAGE SOUTH PLAN.
 - 6) WATER MAIN SHALL BE INSTALLED AND ENCASED PER INWCD STANDARDS.
 - 7) IF IT IS DETERMINED TO SERVE THE SEWERAGE SOUTH SUBDIVISION WITH THE PREVIOUSLY APPROVED DALTON'S RUN WATER MAIN PLANS, DATED 07-19-19 WITH THE EXCEPTION OF THE SIZE OF MAIN SHOWN, THE SIZE OF THE WATER MAIN SHALL BE 18" IF SEWERAGE SOUTH IS ALSO TO BE SERVED IN ADDITION TO DALTON'S RUN. IN THE EVENT THAT INWCD DOES NOT ALLOW CONSTRUCTION ALONG THIS PREFERRED ROUTE, THE CONTRACTOR SHALL CONSTRUCT THE MAIN ALONG THE ALTERNATIVE ROUTE. ONLY ONE TEMPORARY CONSTRUCTION EASEMENT (SEE PER PLAN) IS REQUIRED. EASEMENT IS DEPENDANT ON APPROVED WATER MAIN ROUTE.
 - 8) THE PROPOSED WATER MAIN SHOWN THROUGH THE DALTON'S RUN SUBDIVISION FOLLOWS THE SAME ALIGNMENT SHOWN ON THE APPROVED DALTON'S RUN PLANS DATED 07-19-19.
 - 9) 20' RIGHT-OF-WAY TO BE OBTAINED VIA SEPARATE DOCUMENT.



CR-23 WATERLINE 1.0 PROFILE VIEW
HORIZONTAL SCALE: 1" = 20'
VERTICAL SCALE: 1" = 2'

olsson
 1680 East Platte Drive
 Suite 200
 Loveland, CO 80538
 TEL: 970-661-7733
 FAX: 970-653-3700
 www.olson.com

811
 Know what's below.
 Call before you dig.
 1-800-4-A-DIG
 1-800-486-4342

NO.	DATE	REVISIONS/DESCRIPTION
1	07/20/22	ISSUED FOR PERMITS
2	07/20/22	REVISED PER COMMENTS
3	07/20/22	REVISED PER COMMENTS
4	07/20/22	REVISED PER COMMENTS
5	07/20/22	REVISED PER COMMENTS
6	07/20/22	REVISED PER COMMENTS
7	07/20/22	REVISED PER COMMENTS
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9	07/20/22	REVISED PER COMMENTS
10	07/20/22	REVISED PER COMMENTS
11	07/20/22	REVISED PER COMMENTS
12	07/20/22	REVISED PER COMMENTS
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50	07/20/22	REVISED PER COMMENTS

POTABLE WATER PLAN & PROFILE
 CR-23 WATERLINE 1.0
 SEWERAGE SOUTH
 CORE INFRASTRUCTURE CONSTRUCTION DOCUMENTS
 SEWERAGE, CO
 2022

SHEET
 C11.3

- 10. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes:
Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Variance Request for WinDance aka Severance South Subdivision**

HAYASHI & MACSALKA, LLC
ATTORNEYS AT LAW
1650 38TH STREET
SUITE 103 WEST
BOULDER, COLORADO 80301

WILLIAM P. HAYASHI
MARY LYNN MACSALKA
MARSHALL KEITH MARTIN

Tel: 303-443-3100
Fax: 303-443-7835
www.h-mlaw.net

June 28, 2023

North Weld County Water District
P.O. Box 56
32825 CR 39
Lucerne, CO 80646
Attn: Eric Reckentine, Public Records Custodian

Via Email Only: ericr@nwcwd.org

Re: Public Records Request

Dear Mr. Reckentine:

Please be advised that Hayashi & Macsalka, LLC, serves as legal counsel for the Town of Severance ("Town"). On behalf of the Town Manager, Mr. Nicholas Wharton, we respectfully submit this "public records" request pursuant to the Colorado Open Records Act (C.R.S. § 24-72-200.1, *et seq.*) seeking North Weld County Water District's ("District") records specified below.

- The District's current Rules and Regulations;
- The District Board of Director's current By-Laws or Rules of Procedure;
- Any records or documents reflecting the District's current criteria, policies, rules and regulations regarding inclusions and/or exclusions of property; and
- Any records or documents reflecting the District Board's current criteria, policies rules and regulations regarding Director vacancies and the establishment/re-establishment of Director Districts (wards).

If any of the requested records are not in your custody and control, I request you advise me as to which records are not in your custody and the location and custodian of such records. If any of the records are in active use or storage or otherwise not readily available, I request that you advise me of such in writing. If access is denied to any record, I request that you provide a written statement of the grounds of denial, which statement shall cite the law or regulation under which access is denied (C.R.S. § 24-72-204 (4)).

For public records kept in electronic form, we request a copy in electronic form. If the record is stored in a digital format that is neither searchable, nor sortable, the Town requests a copy of the record in digital format. If a record is stored in a digital format that is searchable but not

sortable, we request a copy of the record in a searchable format. If the public record is stored in a digital format that is sortable, we request a copy of the record in a sortable format. If you are not able to produce any record in the requested format set forth in this paragraph, you must produce the record in an alternative format or issue a denial and provide a written declaration attesting to the reason you are unable to produce the record in the requested format.

Please advise me of the estimated total fees due in accordance with the District's CORA Policy as set forth in its Transparency Notice (C.R.S. § 32-1-809). As the records pertain to Town business, the Town requests that all fees be waived under the "public purpose" exception.

We request that the records be sent electronically to kmartin@h-mlaw.net. Be advised that, contrary to the District's CORA Policy, the requester not the District dictates how the records will be transmitted (C.R.S. § 24-72-205(1)(b)).

In accordance with CORA, we expect to be notified that the responsive records are available no later than three working days from your receipt of this correspondence.

Please let me know if you have any questions.

Sincerely,

/s/ Marshall Keith Martin

Marshall Keith Martin

Cc: Nicholas Wharton, Town Manager
Lindsay Radcliff-Coombes, Deputy Town Manager

