

GREATROCK NORTH WATER AND SANITATION DISTRICT

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Greenwood Village, CO 80111
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www.colorado.gov/greatrocknorthwsd

Mission: To provide the highest quality of water at the most affordable price for current customers and to provide for the expansion of the District as growth occurs.

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: October 13, 2022
TIME: 4:30 P.M.
LOCATION: This meeting will be held via teleconferencing and can be joined through the directions below:
ACCESS: You can attend the meeting in any of the following ways:

1. To attend via MS Teams videoconference use the below link –
https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGRmYmFhODAtMDM1Yi00NWY5LTgyYzktOTEzMGZkNjc4MzM2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d
2. Or by calling 1-720-547-5281 & entering the following Phone Conference ID: **345 031 154#**

<u>Board of Directors:</u>	<u>Office</u>	<u>Term Expires</u>
John D. Wyckoff	President	May, 2025
Robert W. Fleck	Vice President	May, 2023
Lisa Jacoby	Treasurer	May, 2025
Brian K. Rogers	Secretary	May, 2023
Brenda Adams	Assistant Secretary	May, 2025

<u>Consultants:</u>	
Lisa A. Johnson	District Manager
Jennifer Gruber Tanaka, Esq.	District General Counsel
Erin K. Stutz, Esq.	
Nicholaus Marcotte, PE	District Engineer
Mike Murphy	District Operator in Responsible Charge

Greatrock North Water and Sanitation District
October 13, 2022 Agenda

- I. ADMINISTRATIVE MATTERS (Action Items Status Matrix – enclosure - 002).
 - A. Present Disclosures of Potential Conflicts of Interest.
 - B. Approve Agenda.
 - C. Board of Director’s Report.
 - D. District Manager’s Report (enclosure – 003).

- II. CONSENT AGENDA
 - A. 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.
 1. Approve the Minutes of the September 6, 2022 regular meeting (enclosure –004).
 2. Ratify approval of the payment of claims for the period ending October 5, 2022 in the amount of \$349,444.70 (enclosure - 005).
 3. Acceptance of unaudited financial statements for the period ending August 31, 2022, Schedule of Cash Position updated as of September 27, 2022, and Inclusion Summaries (enclosure – 006).
 4. Operations and Maintenance Activities Report (enclosure – 007).
 5. Review meter installation report (enclosure – 008).
 6. Consider approval of Independent Contractor Agreement with American West Construction for on-call emergency repair services (enclosure – 009).

- III. FINANCIAL MATTERS
 - A. Acknowledge receipt of draft 2023 Budget (to be distributed - 010).

- IV. ENGINEER’S REPORT (enclosure – 011)
 - A. Capital Projects Update
 1. Third Alluvial Well
 2. Evaporation Pond
 3. Reverse Osmosis Treatment Facility
 - a. Consider approval of Pay Application No. 10 to the Construction Contract with Moltz Construction, Inc. in the amount of \$73,018.67 (enclosure - 012).
 - b. Consider approval of Change Order No. 12 to the Construction Contract with Moltz Construction, Inc. for installation of Ewon Flexy for secure remote access to PLC in the amount of \$1,687.00 (enclosure - 013).

- V. OPERATIONS AND MAINTENANCE MATTERS (ORC Report – enclosure – 014).

- VI. LEGAL MATTERS
 - A. Consider initial acceptance of water improvements in Ridgeview Estates.

Greatrock North Water and Sanitation District
October 13, 2022 Agenda

VII. OTHER MATTERS

- A. Status of Homestead Heights/Country Club Ranchettes #1.
- B. Status of Hayesmount Estates.
- C. Status of Ridgeview Estates.
- D. Status of Country Club Ranchettes Filing No. 2.

VIII. COMMUNITY COMMENTS (ITEMS NOT ON THE AGENDA ONLY. COMMENTS LIMITED TO 3 MINUTES PER PERSON AND TAKEN IN ORDER LISTED ON SIGN UP SHEET).

IX. ADJOURNMENT

**THE NEXT MEETING IS SCHEDULED
for Tuesday, November 1, 2022
at 4:30 p.m.**

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
INCLUSION AND DEVELOPMENT MATTERS										
Homestead Heights Development (a/k/a Country Club Ranchettes Filing No. 1)	12/6/16	Nick	N/A	2		X				12/15/2020: Brad is reviewing submittals for the off-site water connections and requested information on the RHF check valve vault from Manhard Consulting. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 1/17/2021: Brad emails Laurie at Manhard re: the revised information Blanco needs to resubmit on the RHF check valve vault. 1/20/2021: Blanco emails revised submittal for RHF check valve vault to Brad. Brad to review and comment. 2/10/2021: Jay Skolnick indicates he has selected a different contractor to perform the work. Brad advised Jay the District needs a schedule and requires a pre-construction meeting. 2/18/2021: Brad emailed Jay to request a pre-construction meeting. 4/13/21: Jay Skolnick emails inquiry on status of construction observations on Blanco by Bryan Dalrymple; Brad forwards email to Bryan 4/19/21: MMI meeting with Bryan Dalrymple to review inspection and testing records cancelled due to weather forecast. 05/10/2021: A pre-construction meeting scheduled for May 11 for the on-site water system improvements was postponed since the developer does not have plans approved by Adams County therefore no work can be performed within the new rights-of-way. 05/10/2021: Adams County cannot approve the plans or issue any permits until the County has received and approved the surety for the SIA. 9/7/21: Nick is working with the developer to relocate fire hydrants per County requirements. 12/28/2021 – District notified that the County has potentially provided a variance on the relocation of hydrants. 02/23/2022 – water line and well easements approved by BOD. 3/25/2022 – 11 SDF’s collected to date. 06/01/2022 – 13 SDF’s collected to date.

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										06/28/2022- initial punch list provided to Jay. 7/26/2022 – 15 SDF’s collected to date. Lisa requested additional funds from developer to cover inclusion costs. 08/29/2022 – Jay is working with Nick and Mike on punch list items. 10/05/2022 – 17 SDF’s paid to date.
Ridgeview Estates	3/3/2020	Nick	N/A	2		X				12/10/2020: Brad meets w/ Blanco Inc. at site of water tie-in at Great Rock Way to review layout and design. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 1/7/2021: Met yesterday with Blanco regarding tie in at tank site. 1/13/2021: GN residents report brown water following tie-in in Great Rock Way. Bryan flushes fire hydrants. 2/18/2021: Brad talked with David Moore and emailed DM a request for an updated schedule for coordination with REC and testing required. 5/4/2021: onsite water improvements in process and project is almost complete. 7/19/21: Offsite water improvements was completed by REC. Onsite water system improvements initial acceptance will be provided after onsite surface improvements (asphalt, curb, gutter) have been placed. Element has notified the developer of this requirement on 7/6/21. 8/19/21: An initial walkthrough and punch list was generated and forwarded to the developer’s engineer. A response to the punch list is expected when items are complete. After completion a letter recommending initial acceptance will be generated. 9/7/21: Developer requested waiver of lien. Board discussed and denied request. Lisa to communicate to Developer. 12/28/2021 – Nick drafted initial acceptance letter and transmitted to developer. 2/23/2022 – Nick followed up with David Moore in February. 3/25/2022 – 7 SDF’s collected to date. 06/01/2022 – 10 SDF’s collected to date.

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										06/28/22 – 11 SDF’s collected to date. 7/26/2022 – 12 SDF’s collected to date. Lisa requested additional funds from developer to cover inclusion costs. 8/29/2022 – David Moore provided information requested. Nick to draft letter of review and acceptance. 10/05/2022 – Nick provided letter to Jennifer. Jennifer to review and confirm documents and recommend the Board consider preliminary acceptance of the improvements.
CAPITAL PROJECT MATTERS										
Third Alluvial Well	2/5/19	Chris	N/A	2		X				1/5/2021: Brad received memo from Tim Crawford regarding ALV-5. Quantity from well site is favorable. Quality less favorable than other locations but better from monitoring well. Memo summarizing results sent to Brad to review for comment. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/11/2021: Brad meets w/ Tony Lopez re: well site easement and pipeline easement. Brad to work up exhibit and discuss w/ Brian at Manhard. 2/18/2021: Brad talked with Tim Crawford regarding the well site and pipeline easement needs. 4/6/21: Brad emails proposed easements layout to Tim/Chris and requests information from Jay Skolnick and Brian Pfohl 4/9/21: Jay indicates easements should be on title work. 8/6/21: A meeting was held at Element offices to discuss the third alluvial well. Element is to generate a cost estimate to connect sites 3 and 4 to the existing raw water lines.
Evaporation Pond Matters	1/1/19	Nick	N/A	1		X				1/5/2021: Profile has not changed. Brad to submit to CDPHE again. Need to finalize easement with Jay. If cannot be finalized in 2 weeks, Board to consider moving forward with condemnation proceedings. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/7/2021: Brad to review options available to expedite process through CDPHE. 1/20/2021: Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										<p>to construct pond.</p> <p>2/2/2021: Brad working to finalize easement agreement and legal description. Brad to send to Lisa for next steps when complete.</p> <p>2/2/2021: Brad will provide updated cost estimate.</p> <p>4/9/2021: Brad asked to schedule a meeting with the committee to review additional information / may ask Nick to assist with Evaporation Pond project.</p> <p>5/4/2021: Brad informed the Board that he is no longer able to continue with this project. The Board asked Lisa to gather a list of qualified firms and contact them to solicit interest and a proposal.</p> <p>7/6/2021: Nick to start working on the evaporation pond and prepare a new exhibit related to final easement with Jay Skolnick.</p> <p>7/19/21: Board has approved Element to complete the evaporative pond design. Work is ongoing.</p> <p>8/13/21: Design work on the evaporation pond and EDOP report is ongoing. Element is finalizing the easement with direct correspondence between Element and Jay’s engineer for CCR Filing 2.</p> <p>9/7/21: Nick is preparing an alternatives analysis regarding pond location and will present his findings at the October board meeting.</p> <p>1/24/22: The board selected the western pond location with the concentrate line in Hudson Mile Road. The design is now being completed in that location.</p> <p>1/24/22: Element requested quotes for utility potholing to confirm utility location and depth for crossings.</p> <p>2/23/2022 – Element working on permit requirements with Adams County.</p> <p>3/25/2022 – Public Meeting will be held on April 5th. Property owners were notified via mail.</p> <p>06/01/2022 – Element to finalize reports to submit to CDPHE and ADCO the week of May 30, 2022.</p> <p>6/28/22 – reports and submittals made to CDPHE and ADCO.</p>

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
RO Treatment Plant Upgrade	2/19/19	Nick	N/A	1		X				<p>12/1/2020: Nick provided updated to Board. Finalizing 95% plans. Followed up with CDPHE to get comments. No comments or questions received to date. Ran into issue with the concentrate line which was discussed with the Board.</p> <p>1/5/2021: No comments received from CDPHE yet.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.</p> <p>4/9/2021: Nick will follow up with CDPHE on status of final project approval. Bids are due by April 16, 2021.</p> <p>5/4/2021: BOD awarded contract to Moltz Construction. Nick to draft Notice of Award etc. BOD to review CM proposal and provide comments to Rob by 5/12/2021.</p> <p>7/6/2021: Nick to prepare major PUD amendment and process through Adams County</p> <p>7/19/21: Major PUD amendment notifications were sent out to required residences. The required public meeting will be held on 8/3. The application will be submitted to Adams County shortly after.</p> <p>8/5/21: PUD Application submitted to Adams County.</p> <p>8/20/21: Contractor requested permission to mobilize onsite. Permission granted.</p> <p>9/16/21: Pre-construction meeting held to discuss access and begin site stage.</p> <p>12/28/2021 – Nick and John attended planning commission meeting. Planning Commission approved the plan and recommends approval by BOCC in January.</p> <p>1/11/22 – Nick and John attended the BOCC meeting. The project was approved at this meeting.</p> <p>1/24/22 – Design to remove the sump by lowering the concentrate line in Rayburn are being finalized. This will be issued to the contractor as Field Order No. 1.</p> <p>2/23/2022 – Project began in February.</p> <p>3/25/2022 – Pay Apps 1-3 have been submitted and CO#1 has been submitted.</p> <p>06/01/2022 – CO’s 2-5 have been approved and pay apps 1-6 as well.</p>

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										7/26/2022 – CO’s 2-6 have been approved and pay apps 1-7 as well. 8/29/2022 CO’s 1-7 have been approved and pay apps. 1-8 as well. 10/05/2022 – punchlist walk is scheduled for 10/06/2022.
SCADA/Telemetry Control Upgrade	2/19/19	Mike, Brian	N/A	1		X				10/16/2020: Nick has developed control loop descriptions for review. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.
OPERATIONAL MATTERS										
Rocks in Brine Discharge Pipe	6/4/19	Mike	N/A	3		X				1/7/2021: New list started. Items preceding 10/2020 on prior action items lists. 1/7/2021: Rocks not causing issues right now. Cannot push them out at any point. Would need to cut pipe, clean out and replace area. Do work with pond liner possibly. Not a current emergency. Mike to obtain pricing from Blanco and Dan LaCoe for doing work so can be incorporated into budget. 12/26/21: Site visit schedule first week of January to get Element Engineering updated on this project. 1/21/22: Element met with REC onsite to discuss potential remedies for this issue.
RHF Generator Replacement	1/7/2021	Mike	N/A	3		X				Mike to obtain pricing for replacement of generator. 4/12/2021: Generator Source onsite to gather information for RHF generator replacement. 12/8/21: Quote for new replacement submitted by Generator Source. 12/28/2021- Mike presented proposal at December meeting.
GFPD – Emergency Response Plan	01/04/2022	Mike Lisa	N/A	2						Mike and Lisa to contact GFPD to discuss emergency response plan in the event of a fire. 06/28/2022 – Mike to discuss with GBFPD and HFPD. 7/26/2022 – Mike confirmed GBFPD is the service provider and will schedule a meeting to discuss a plan.
WELL AND WATER MATTERS										
19CW3231 – Statement of Opposition	3/3/2020	Matt	N/A	1		X				2/28/2020: Statement of opposition filed with Court.

Greatrock North Water and Sanitation District Action Items Status Matrix—2022

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
20CW3214 – Statement of Opposition	1/5/2021	Lisa Alan	N/A	1		X				Lisa to contact Alan Curtis re representation of District on matter. Case requests for changes of water rights on Box Elder Creek and amendments to a previously decreed augmentation plan that has depletions and replacements on Box Elder Creek. 01/20/2021: Lisa obtained executed engagement letter from all parties. Lisa working with Martin and Wood to discuss the current need for water rights engineering services.
Renewable Water Rights	5/4/2021	Chris	N/A			X				Chris presented options for acquisition of renewable water rights. BOD directed Chris to continue discussions with all options presented. 3/25/2021 – BOD directed Chris to continue discussions for renewable water rights options.
FINANCIAL MATTERS										
ADMINISTRATIVE MATTERS										
Cybersecurity Efforts	3/2/21	Mike	N/A			X				3/2/21: Brad is meeting with the firm that has proposed for SCADA/telemetry on the new plant to discuss protections within their system. 3/2/21: Mike will work with TLECC to discuss additional options for protection of current system.



Date: October 5, 2022

To: Greatrock North Water and Sanitation District, Board of Directors

From: Lisa A. Johnson, District Manager

Re: October 13, 2022 Manager's Report

Agenda Action Items

II.A. Consent Agenda

1. Approve the Minutes of the September 6, 2022 regular meeting.
2. Ratify approval of the payment of claims for the period ending September 30, 2022 in the amount of \$350,294.70.
3. Acceptance of unaudited financial statements for the period ending August 31, 2022, Schedule of Cash Position updated as of September 27, 2022, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.
6. Approve the ICA with American West Construction for on-call emergency repair services.

I recommend approval of the consent agenda items.

III.A. 2023 Draft Budget

I will review the 2023 draft budget with the Board at the meeting.

VII.A.1. Homestead Heights/ Country Club Ranchettes #1

Updates included in Engineer's Report. In addition, 17 System Development Fees have been collected to date.

VII.B. Hayesmount Estates

20 System Development Fees have been paid to date.

VII.C. Ridgeview Estates

Updates provided in the Engineer's Report. In addition, 12 System Development Fees have been collected to date which includes all of Phase 1.

VII.D. Country Club Ranchettes Filing No. 2 ("CC#2")

Matt is working with property owner's water rights counsel on reviewing water rights matters.

Review of monthly Water Resumes and Other Water Related Matters

Attorney Poznanovic has reviewed the July resume and found no cases he recommends the district oppose.

Update on other District Related Matters and/or Committee Meetings

Director Wyckoff, Director Rogers at times, Mr. Marcotte, Mr. Murphy and I are meeting after the weekly capital construction call as needed to discuss weekly updates on the capital projects as well as any operational matters.

In addition, I also attend the weekly capital project call regarding the RO Treatment project.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT HELD SEPTEMBER 6, 2022

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Greatrock North Water and Sanitation District (referred to hereafter as “District”) was convened on Tuesday, September 6, 2022 at 4:30 P.M. The meeting was conducted via video conference – Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance:

John D. Wyckoff
Brian K. Rogers
Brenda Adams

Absent and excused were Directors Fleck and Jacoby.

Also in attendance were:

Lisa A. Johnson, Michael Jensen, and Shauna D’Amato; CliftonLarsonAllen LLP (“CLA”)
Mike Murphy; Ramey Environmental Compliance, Inc.
Nick Marcotte; Element Engineering, LLC

ADMINISTRATIVE MATTERS

Disclosures of Potential Conflicts of Interest: Ms. Johnson advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. The Board reviewed the Agenda for the meeting, following which, Directors Wyckoff, Rogers, and Adams each confirmed that they had no conflicts of interest in connection with any of the matters listed on the Agenda. Director Adams noted that she serves on the HOA Board for Box Elder Creek Ranch.

Agenda: Ms. Johnson distributed for the Board’s review and approval a proposed Agenda for the District’s regular meeting. Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Adams and, upon vote, unanimously carried, the Board approved the Agenda as amended, and excused the absence of Directors Fleck and Jacoby.

Board of Director’s Report: Director Wyckoff reported that he recently had a concern about the slope on the north side of the new reverse osmosis plant building. He has spoken to Moltz Construction, Inc. and Mr. Marcotte regarding this issue. Moltz Construction, Inc. staff has installed a swale around the area to allow for proper drainage.

RECORD OF PROCEEDINGS

District Manager's Report: The Board reviewed the monthly Manager's Report. There were no questions. A copy of the report is attached hereto and incorporated herein by this reference.

CONSENT AGENDA

The Board considered the following actions:

1. Approval of the Minutes of the August 2, 2022 regular meeting.
2. Ratify approval of the payment of claims for the period ending August 26, 2022 in the amount of \$751,432.94.
3. Acceptance of unaudited financial statements for the period ending July 31, 2022, Schedule of Cash Position updated as of August 25, 2022, and inclusion summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.

Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved the Consent Agenda items.

FINANCIAL MATTERS

None.

ENGINEER'S REPORT

Mr. Marcotte presented his Engineer's Report and provided updates. A copy of the report is attached hereto and incorporated herein by this reference.

CAPITAL PROJECTS UPDATES:

Third Alluvial Well: No new update.

Evaporation Pond: Mr. Marcotte reported that he received notification of a water leak related to the water line installed recently. Ramey Environmental Compliance, Inc. has contacted a contractor to repair the line and the costs to repair will be billed back to the contractor responsible for the installation of the new line down Rayburn Street.

Reverse Osmosis Treatment Facility:

- **Pay Application No. 9 to the Construction Contract with Moltz Construction, Inc. in the Amount of \$296,598.08:** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved Pay Application No. 9 to the Construction Contract with Moltz Construction, Inc. in the amount of \$296,598.08.

RECORD OF PROCEEDINGS

- **First Addendum to Independent Contractor Agreement with Greeley Lock and Key for Secure Access System at the New Treatment Facility in the Amount of \$1,104.56:** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board ratified approval of the First Addendum to Independent Contractor Agreement with Greeley Lock and Key for secure access system at the new treatment facility in the amount of \$1,104.56.

- **Change Order No. 8 to the Construction Contract with Moltz Construction, Inc. for Installation of a Doghouse over the 6" FW Line for Freeze Protection in the Amount of \$4,690.00:** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board ratified approval of Change Order No. 8 to the Construction Contract with Moltz Construction, Inc. for installation of a doghouse over the 6" FW line for freeze protection in the amount of \$4,690.00.

- **Change Order No. 9 to the Construction Contract with Moltz Construction, Inc. for a Deduction on Items from the Concentrate Line in the Reduced Amount of (-\$650.00):** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved Change Order No. 9 to the Construction Contract with Moltz Construction, Inc. for a deduction on items from the concentrate line in the reduced amount of (-\$650.00).

- **Change Order No. 10 to the Construction Contract with Moltz Construction, Inc. for an Increase in Time for Substantial Completion in the Amount of \$0:** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved Change Order No. 10 to the Construction Contract with Moltz Construction, Inc. for an increase in time for substantial completion in the amount of \$0.

- **Change Order No. 11 to the Construction Contract with Moltz Construction, Inc. for Additional Asphalt Repair on Hudson Mile Road in the Amount of \$7,988.00:** Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved Change Order No. 11 to the Construction Contract with Moltz Construction, Inc. for Additional Asphalt Repair on Hudson Mile Road in the Amount of \$7,988.00.

RECORD OF PROCEEDINGS

OPERATIONS / MAINTENANCE MATTERS

Operator in Responsible Charge (ORC) Report: Mr. Murphy presented his report and provided updates. A copy of the report is attached hereto and incorporated herein by this reference.

LEGAL MATTERS

Easement Agreement between the District and Town of Castle Rock (“TOC”) to Allow Access to District Property to Install Monitoring Well and Allow for Maintenance and Monitoring in Perpetuity: Ms. Johnson provided an update to the Board. As part of additional research on the request for an easement by TOC, it was determined that the District does not own the property that the ponds are located on and therefore, cannot provide an easement to TOC to drill a monitoring well. Mr. Sanchez with BBA Water Consultants, Inc. is working with the TOC to determine other locations to drill the wells.

OTHER MATTERS

Status of Homestead Heights/Country Club Ranchettes #1: Mr. Marcotte reported that he is working with the property owner to correct punch list items prior to seeking initial acceptance.

Status of Hayesmount Estates: There were no new updates.

Status of Ridgeview Estates: Mr. Marcotte reported that he recently received a request from David Moore to install a fiber optic line in the District’s easement at the Greatrock North pump station. He conferred with Attorney Tanaka on this matter. Attorney Tanaka informed him that the District does not own the property and therefore, cannot approve an easement agreement and that Mr. Moore would need to make his request for an easement to the Greatrock North Homeowners Association.

Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board acknowledged the request to install a fiber optic line in the District’s easement and determined they have no issue sharing the easement, subject to determination that their fiber optic line does not interfere with the District’s infrastructure currently installed in the easement and approval by the Greatrock North Homeowners Association.

Status of Country Club Ranchettes Filing #2: There were no new updates.

Next Meeting Date Change: The Board determined to move their regular meeting on October 4, 2022 to October 13, 2022 at 4:30 p.m.

COMMUNITY COMMENTS

None.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the meeting was adjourned at 5:29 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Greatrock North Water & Sanitation District
August Claims
October 05, 2022

Vendor	Invoice #	Date	Amount
*CenturyLink	7191112907SEP22	9/1/2022	\$ 273.47
*My Asset Map LLC	E5F5CDB-0055	8/27/2022	199.99
*United Power Inc	12341500AUG22	8/31/2022	1,268.30
*United Power Inc	2893502AUG22	8/31/2022	1,373.93
*United Power Inc	6666302AUG22	8/31/2022	2,260.66
*United Power Inc	7891601AUG22	8/31/2022	4,046.82
*Xcel Energy	5398600067AUG22	8/31/2022	53.08
*Xcel Energy	5336053542AUG22	8/31/2022	53.08
		Auto Pay	<u>\$ 9,529.33</u>
Badger Meter, Inc.	80103764	7/29/2022	436.10
Badger Meter, Inc.	80106084	8/30/2022	436.10
Badger Meter, Inc.	1526485	9/6/2022	1,845.36
Bishop Brogden Associates, Inc	50219	8/15/2022	1,305.00
Bishop Brogden Associates, Inc	50218	8/15/2022	6,111.48
CliftonLarsonAllen LLP	3405147	8/31/2022	3,679.95
CliftonLarsonAllen LLP	3405146	8/31/2022	7,089.60
Colorado Special Districts P&L Pool	23WC-48085-0638	8/26/2022	450.00
Diversified Underground	26224	8/31/2022	234.00
Element Engineering, LLC	0005-07	8/31/2022	150.00
Element Engineering, LLC	0004-06	8/31/2022	750.00
Element Engineering, LLC	0001B-08	8/31/2022	1,470.00
Element Engineering, LLC	0002C-14	8/31/2022	2,740.00
Elite Industries, Inc.	21025	8/31/2022	653.00
Generator Source	148001586	8/1/2022	1,178.00
Hayes Poznanovic Korver LLC	46519	8/31/2022	98.00
Hayes Poznanovic Korver LLC	46517	8/31/2022	1,298.50
Moltz Construction Inc.	Pay App #9	8/31/2022	296,598.08
Pest Predator	3099	8/26/2022	240.00
Ramey Enviromental Compliance, Inc	24463	8/31/2022	986.83
Ramey Enviromental Compliance, Inc	24417	8/31/2022	9,965.84
Utility Notification Center of Colorado	222080687	8/31/2022	15.60
White Bear Ankele Tanaka & Waldron	24052	8/31/2022	168.00
White Bear Ankele Tanaka & Waldron	23747	8/31/2022	2,015.93
		Bill.com	<u>\$ 339,915.37</u>
Grand Total			<u><u>\$ 349,444.70</u></u>

GREATROCK NORTH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS
AUGUST 31, 2022

GREATROCK NORTH WATER & SANITATION DISTRICT
Statement of Net Position - Enterprise Fund
AUGUST 31, 2022

	Enterprise
CURRENT ASSETS	
First Bank - Checking	\$ 75,654
First Bank - Lockbox	1,726,696
Colotrust	2,370,116
Accounts Receivable - Customers	40,080
Accounts Receivable - Certified with County	1,374
Receivable from County Treasurer	17,996
Account Receivable - Other	92
AR - Horse Creek Retreat	2,123
AR - Inclusions	18,007
Prepaid Insurance	450
Prepaid Expense	42
Total Current Assets	4,252,630
CAPITAL ASSETS	
Water Distribution System	9,625,966
Land	94,243
Water Rights	980,105
Easements	152,989
Construction in Progress	3,738,592
Accumulated Depreciation	(3,799,290)
Net Capital Assets	10,792,605
OTHER ASSETS	
Prepaid Bond Insurance, Net	18,551
Deferred Loss on Refunding	66,166
Other Assets	84,717
TOTAL ASSETS	\$ 15,129,952
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
CURRENT LIABILITIES	
Accounts Payable	\$ 347,976
Retainage Payable	120,328
Due to County Treasurer	2,912
Deposit - Refundable Water Meter	850
Accrued Interest Payable	16,683
Bond Series 2017 - Current Portion	85,000
Loan Series 2020 - Current Portion	105,000
Total Current Liabilities	678,749
LONG - TERM LIABILITIES	
Loan - Series 2020	1,755,000
GO Bonds - Series 2017	4,375,000
Bond Premium, Net	237,918
Total Long-Term Liabilities	6,367,918
DEFERRED INFLOWS OF RESOURCES	
Unearned Service Fees	4,661
Total Deferred Inflows of Resources	4,661
NET POSITION	
Net Position	8,078,624
Total Net Position	8,078,624
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES	
NET POSITION	\$ 15,129,952

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

GREATROCK NORTH WATER & SANITATION DISTRICT
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022

ENTERPRISE FUND

	Year to Date Actual
OPERATING REVENUES:	
Service Charges - Greatrock	\$ 114,838
Service Charges - Rocking Horse	81,531
Service Charges - Box Elder	115,349
Service Charges - Hayesmout	15,919
Inspection Fees	630
Utility Penalties	5,082
SDF - Ridgeview Estates	219,000
SDF - Country Club Ranchettes	175,200
TOTAL OPERATING REVENUES	727,549
OPERATING EXPENSES:	
Utilities	50,124
Customer Billing	27,412
Distribution System Mntc	7,323
Engineering - Administration	19,385
Engineering - Operations	8,318
Facility Maintenance & Repair	13,088
Generator Preventative Mntc	7,794
GIS	1,615
Locates	3,161
Meter Reading	165
Operator Services	75,128
Plant Supplies	27,871
Testing and Reporting	6,638
Treatment - Maintenance & Repair	19,825
Water Meters - Cap	2,303
Water Rights Dev - Eng.	23,762
Water Rights Dev - Legal	10,793
TOTAL OPERATING EXPENSES	304,705
NET INCOME (LOSS)	422,844
OTHER REVENUES AND (EXPENDITURES)	
Property Taxes	1,013,611
Specific Ownership Taxes	48,757
Interest Income	20,202
Other Revenue	607
Horse Creek Retreat	3,000
Available of Service Fees	1,925
Inclusion - Ridgeview Estates	2,000
Inclusion - Homestead Heights	2,000
Inclusion - Epic Estates	10,000
Accounting	(26,831)
Audit	(12,069)
County Treasurer's Fee	(15,210)
Directors' Fees	(3,800)
District Management	(52,085)
Dues and Membership	(916)

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**GREATROCK NORTH WATER & SANITATION DISTRICT
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022**

ENTERPRISE FUND

Election	(3,407)
Insurance and Bonds	(19,181)
Legal	(14,115)
Miscellaneous	(5,790)
Bond Interest - 2017	(87,822)
Loan Interest - 2020	<u>(12,248)</u>
TOTAL OTHER REVENUES AND (EXPENDITURES)	<u>848,628</u>
 CHANGE IN NET POSITION	 <u>1,271,472</u>
 BEGINNING NET POSITION	 <u>6,807,153</u>
 ENDING NET POSITION	 <u><u>\$ 8,078,625</u></u>

SUPPLEMENTARY INFORMATION

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022

ENTERPRISE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>YTD Actual / Annual Budget</u>
REVENUES				
Service Charges - Greatrock	\$ 163,723	\$ 114,838	\$ (48,885)	70.14 %
Service Charges - Rocking Horse	120,355	81,531	(38,824)	67.74 %
Service Charges - Box Elder	198,813	115,349	(83,464)	58.02 %
Service Charges - Hayesmount	25,676	15,919	(9,757)	62.00 %
Inspection Fees	2,000	630	(1,370)	31.50 %
Transfer Fees	3,000	-	(3,000)	-%
Utility Penalties	5,000	5,082	82	101.64 %
Water Meters	3,000	-	(3,000)	-%
Dev Fees - Hayesmount Estates	42,600	-	(42,600)	-%
Box Elder - Water Lease Irrigation	7,500	-	(7,500)	-%
SDF - Ridgeview Estates	350,400	219,000	(131,400)	62.50 %
SDF - Country Club Ranchettes	-	175,200	175,200	-%
Property Taxes	1,024,523	1,013,611	(10,912)	98.93 %
Specific Ownership Taxes	71,717	48,757	(22,960)	67.99 %
Interest Income	3,000	20,202	17,202	673.40 %
Other Revenue	-	607	607	-%
Horse Creek Retreat	-	3,000	3,000	-%
Available of Service Fees	3,000	1,925	(1,075)	64.17 %
Inclusion - Ridgeview Estates	-	2,000	2,000	-%
Inclusion - Homestead Heights	-	2,000	2,000	-%
Inclusion - Epic Estates	-	10,000	10,000	-%
TOTAL REVENUES	<u>2,024,307</u>	<u>1,829,651</u>	<u>(194,656)</u>	<u>90.38 %</u>
EXPENDITURES				
Administrative	312,139	153,403	158,736	49.15 %
Operations	753,780	304,706	449,074	40.42 %
Capital	4,778,615	2,474,775	2,303,840	51.79 %
Debt Service	391,396	100,070	291,326	25.57 %
TOTAL EXPENDITURES	<u>6,235,930</u>	<u>3,032,954</u>	<u>3,202,976</u>	<u>48.64 %</u>
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-%</u>
REVENUES OVER (UNDER)				
EXPENDITURES - BUDGET BASIS	<u>(4,211,623)</u>	<u>(1,203,303)</u>	<u>3,008,320</u>	
BEGINNING FUNDS AVAILABLE				
ENDING FUNDS AVAILABLE		<u>4,962,523</u>		
		<u>\$ 3,759,220</u>		
ADJUSTMENTS TO RECONCILE				
BUDGET BASIS TO GAAP BASIS				
Capital Assets, Net		10,792,605		
Debt Obligation, Net		(6,468,540)		
Deferred Inflow of Resources		(4,661)		
ENDING NET POSITION		<u>\$ 8,078,624</u>		

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF EXPENDITURE DETAIL
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2022

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ENTERPRISE FUND

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget
Administrative				
Accounting	\$ 48,000	\$ 26,831	\$ 21,169	55.90 %
Audit	10,000	12,069	(2,069)	120.69 %
County Treasurer's Fee	15,368	15,210	158	98.97 %
Directors' Fees	6,000	3,800	2,200	63.33 %
District Management	90,000	52,085	37,915	57.87 %
Dues and Membership	1,300	916	384	70.46 %
Election	50,000	3,407	46,593	6.81 %
Insurance and Bonds	19,621	19,181	440	97.76 %
Legal	64,350	14,115	50,235	21.93 %
Miscellaneous	7,000	5,790	1,210	82.71 %
Payroll Taxes	500	-	500	-%
Total Administrative	<u>312,139</u>	<u>153,404</u>	<u>158,735</u>	<u>49.15 %</u>
Operations				
Utilities	65,000	50,124	14,876	77.11 %
Contingency	75,000	-	75,000	-%
Customer Billing	30,700	27,412	3,288	89.29 %
Distribution System Mntc	4,700	7,323	(2,623)	155.81 %
Engineering - Administration	35,550	19,385	16,165	54.53 %
Engineering - Operations	35,550	8,318	27,232	23.40 %
Equipment and Tools	5,000	-	5,000	-%
Facility Maintenance & Repair	10,000	13,088	(3,088)	130.88 %
Generator Preventative Mntc	12,600	7,794	4,806	61.86 %
GIS	7,000	1,615	5,385	23.07 %
Locates	8,000	3,161	4,839	39.51 %
Meter Reading	3,600	165	3,435	4.58 %
Operator Services	104,543	75,128	29,415	71.86 %
Plant Supplies	19,000	27,871	(8,871)	146.69 %
Project Mgmt / Oper Admin	11,200	-	11,200	-%
Rules and Regulations	1,000	-	1,000	-%
Testing and Reporting	12,267	6,638	5,629	54.11 %
Treatment - Maintenance & Repair	100,570	19,825	80,745	19.71 %
Water Meters - Cap	1,000	2,303	(1,303)	230.30 %
Water Rights Dev - Eng.	41,500	23,762	17,738	57.26 %
Water Rights Dev - Legal	80,000	10,793	69,207	13.49 %
Well - Rehab & Repair	90,000	-	90,000	-%
Total Operations	<u>753,780</u>	<u>304,705</u>	<u>449,075</u>	<u>40.42 %</u>
Capital				
Alluvial Well	102,000	-	102,000	-%
Concentrate Pond	2,500,000	16,902	2,483,098	0.68 %
Reverse Osmosis Unit Upgrade	2,176,615	2,457,873	(281,258)	112.92 %
Total Capital	<u>4,778,615</u>	<u>2,474,775</u>	<u>2,303,840</u>	<u>51.79 %</u>
Debt Service				
Bond Principal - 2017	85,000	-	85,000	-%
Loan Principal - 2020	105,000	-	105,000	-%
Bond Interest - 2017	175,644	87,822	87,822	50.00 %
Loan Interest - 2020	24,552	12,248	12,304	49.89 %
Paying Agent Fees	1,200	-	1,200	-%
Total Debt Service	<u>391,396</u>	<u>100,070</u>	<u>291,326</u>	<u>25.57 %</u>
TOTAL	<u>\$ 6,235,930</u>	<u>\$ 3,032,954</u>	<u>\$ 3,202,976</u>	<u>48.64 %</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Greatrock North Water and Sanitation District (District), was organized on May 27, 1998, as a quasi-municipal corporation and a political subdivision of the State of Colorado, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Adams County, Colorado. The District's purpose is to design, financing, acquisition and construction of certain infrastructure improvements necessary to provide public water and stormwater drainage and detention to the property owners and residents of the District.

The District has no employees and all operations and administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. For financial statements reporting under generally accepted accounting principles (GAAP), the District uses the full accrual basis of accounting. Consequently, the terminology of "Funds Available" is used in the budget to distinguish the difference from GAAP accounting for Fund Balance. Funds Available represents each fund's current assets less its current liabilities except for the current portion of long-term debt. In addition, the budget separates individual funds, which are included as one entity in the GAAP presentation.

The budget provides for the annual debt service on the District's general obligation debt as well as the general operation of the District and capital improvements.

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The calculation of the taxes levied is displayed on the Property Tax Summary Information page of the budget using the adopted mill levy imposed by the District.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes collected by the General Fund and Debt Service Fund.

Water Service Charges

The District bills its customers monthly for water services. Revenue for water service is comprised of billings to residential customers. Fees are based upon a base fee and water meter readings at established rates.

Availability of Service Fees

The District anticipates collecting approximately \$3,000 in availability of service fees. Availability of service fees are imposed on properties in need of future services.

Water Lease Irrigation

The District anticipates collecting \$7,500 from Box Elder Creek Ranch Water Company for the option to lease a portion of its Laramie-Fox Hills aquifer ground water available for specific uses.

Net Investment Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

Expenditures

Administrative and Operating Expenditures

Administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance, and meeting expense. Operating and maintenance expenditures are estimated expenditures related to the operation, repair and maintenance of the District water plant and systems.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Capital Outlay

The budget anticipates construction activity during 2022, primarily for infrastructure improvements within the development. These expenditures are detailed within the budget.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments in 2022 are provided based on the debt amortization schedule from the \$4,750,000 Series 2017 General Obligation Refunding and Improvement Bonds and the \$1,970,000 Series 2020 Loan Agreement (discussed under Debt and Leases).

Debt and Leases

Series 2017

On December 21, 2017, the District issued \$4,750,000 in Series 2017 General Obligation Refunding and Improvement Bonds, which bears average interest of 2.950%, maturing on December 1, 2044. The Series 2017 Bonds refunded the Series 2007 Bonds and provided \$2,000,000 for capital infrastructure projects.

The bonds are secured by and payable from the levy of ad valorem taxes consisting of monies derived by the District from the following sources, net of any collection costs (1) revenues from an ad valorem mill levy imposed upon all taxable property of the District each year, and (2) the portion of the specific ownership tax which is collected as a result of the imposition of the mill levy. The District is required to levy an ad valorem tax to pay the principal of, and interest on, the bonds without limitation as to rate and in an amount sufficient to pay the bonds when due. The adopted mill levies imposed the District, are displayed on the Property Tax Summary Information page of the budget.

Series 2020

On September 10, 2020, the District issued \$1,970,000 of debt under the Series 2020 Loan Agreement, which bears interest of 1.320%, maturing on December 1, 2030. The Series 2020 Loan refunded the Series 2010 Bonds.

The bonds are secured by and payable from the levy of ad valorem taxes consisting of monies derived by the District from the following sources, net of any collection costs (1) revenues from an ad valorem mill levy imposed upon all taxable property of the District each year, and (2) the portion of the specific ownership tax which is collected as a result of the imposition of the mill levy. The District is required to levy an ad valorem tax to pay the principal of, and interest on, the bonds without limitation as to rate and in an amount sufficient to pay the bonds when due. The adopted mill levies imposed the District, are displayed on the Property Tax Summary Information page of the budget.

The District has no capital or operating leases.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District has provided for an emergency reserve equal to at least 3% of the fiscal year spending as defined under TABOR.

This information is an integral part of the accompanying budget.

GREATROCK NORTH WATER AND SANITATION DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENT TO MATURITY
December 31, 2022

\$4,730,000 General Obligation Refunding and Improvement Bonds - Series 2017 Dated November 14, 2017 Interest Rate - 2.00% -5.00% Interest due June 1 and December 1 Principal due December 1			\$1,970,000 General Obligation Refunding Bonds Series 2020 Dated December 1, 2020 Interest Rate - 1.32% Interest due June 1 and December 1 Principal due December 1			TOTALS				
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	
2022	\$ 85,000	\$ 175,644	\$ 260,644	\$ 105,000	\$ 24,552	\$ 129,552	2022	\$ 190,000	\$ 200,196	\$ 390,196
2023	-	172,244	172,244	190,000	23,166	213,166	2023	190,000	195,410	385,410
2024	-	172,244	172,244	210,000	20,658	230,658	2024	210,000	192,902	402,902
2025	-	172,244	172,244	215,000	17,886	232,886	2025	215,000	190,130	405,130
2026	-	172,244	172,244	215,000	15,048	230,048	2026	215,000	187,292	402,292
2027	-	172,244	172,244	230,000	12,210	242,210	2027	230,000	184,454	414,454
2028	-	172,244	172,244	225,000	9,174	234,174	2028	225,000	181,418	406,418
2029	-	172,244	172,244	230,000	6,204	236,204	2029	230,000	178,448	408,448
2030	-	172,244	172,244	240,000	3,168	243,168	2030	240,000	175,412	415,412
2031	240,000	172,244	412,244	-	-	-	2031	240,000	172,244	412,244
2032	250,000	162,644	412,644	-	-	-	2032	250,000	162,644	412,644
2033	260,000	152,644	412,644	-	-	-	2033	260,000	152,644	412,644
2034	270,000	142,243	412,243	-	-	-	2034	270,000	142,243	412,243
2035	280,000	131,444	411,444	-	-	-	2035	280,000	131,444	411,444
2036	290,000	120,243	410,243	-	-	-	2036	290,000	120,243	410,243
2037	300,000	108,644	408,644	-	-	-	2037	300,000	108,644	408,644
2038	315,000	96,643	411,643	-	-	-	2038	315,000	96,643	411,643
2039	320,000	84,044	404,044	-	-	-	2039	320,000	84,044	404,044
2040	345,000	68,043	413,043	-	-	-	2040	345,000	68,043	413,043
2041	360,000	50,794	410,794	-	-	-	2041	360,000	50,794	410,794
2042	370,000	38,644	408,644	-	-	-	2042	370,000	38,644	408,644
2043	385,000	26,156	411,156	-	-	-	2043	385,000	26,156	411,156
2044	390,000	13,163	403,163	-	-	-	2044	390,000	13,163	403,163
	<u>\$ 4,460,000</u>	<u>\$ 2,921,189</u>	<u>\$ 7,381,189</u>	<u>\$ 1,860,000</u>	<u>\$ 132,066</u>	<u>\$ 1,992,066</u>		<u>\$ 6,320,000</u>	<u>\$ 3,053,255</u>	<u>\$ 9,373,255</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

GREATROCK NORTH WATER & SANITATION DISTRICT
Schedule of Cash Position
August 31, 2022
Updated as of September 27, 2022

	Enterprise Fund
<u>First Bank - Checking Account (7792)</u>	
Balance as of August 31, 2022	75,653.87
Subsequent activities:	
09/01/22 - Deposit	486.10
09/02/22 - Voided Directors' Fees - A/R	92.35
09/02/22 - Deposit	484.60
09/06/22 - Deposit	3,131.68
09/07/22 - Deposit	531.54
09/08/22 - Deposit	523.07
09/08/22 - Directors' Fees	(322.95)
09/12/22 - Deposit	800.97
09/14/22 - Deposit	97.08
09/14/22 - Lockbox Fee - AUG22	(587.40)
09/15/22 - Deposit	40.00
09/16/22 - Xcel - ACH	(106.16)
09/19/22 - Deposit	1,132.59
09/20/22 - Deposit	2,259.33
09/20/22 - CenturyLink ACH	(273.47)
09/21/22 - Deposit	734.29
09/22/22 - Deposit	811.99
09/22/22 - Transfer from CT	350,000.00
09/23/22 - Deposit	1,222.78
09/26/22 - Deposit	2,132.07
<i>Anticipated Bill.com Payments</i>	(340,765.37)
<i>Anticipated United Power ACH</i>	(8,949.71)
<i>Anticipated MyAssetMap ACH</i>	(199.99)
<i>Anticipated balance</i>	88,929.26
 <u>First Bank - Lockbox Account (3070)</u>	
Balance as of August 31, 2022	1,726,695.68
Subsequent activities:	
09/06/22 - Paymentech Fee	(30.00)
09/16/22 - Deposit - SDF - CC#1	21,900.00
09/30/22 - Deposit (Utility Payments) - September	36,533.13
<i>Anticipated balance</i>	1,785,098.81
 <u>ColoTrust - General</u>	
Balance as of August 31, 2022	2,370,115.80
Subsequent activities:	
09/10/22 - PTAX - AUG22	17,995.76
09/22/22 - Transfer to 1st Bank	(350,000.00)
<i>Anticipated balance</i>	2,038,111.56
<i>Grand Total</i>	<i>\$ 3,912,139.63</i>
 <u>Yield information as of 08/31/22:</u>	
FirstBank Lockbox - 0.05%	
ColoTrust - 2.2488%	

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
Property Taxes Reconciliation
2022**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
							Monthly	Y-T-D		Monthly	Y-T-D	
Beg Balance												
January	\$ 8,404.77	\$ -	\$ 5,510.13	\$ -	\$ (126.07)	\$ 13,788.83	0.82%	0.82%	\$ 14,524.30	1.16%	1.16%	
February	51,167.39	-	5,979.20	-	(767.51)	56,379.08	4.99%	5.81%	339,271.47	43.13%	44.28%	
March	412,276.94	7.15	5,964.23	6.11	(6,184.36)	412,070.07	40.24%	46.06%	28,158.29	3.03%	47.31%	
April	58,123.25	-	67.34	14.98	(872.07)	57,333.50	5.67%	51.73%	73,983.59	8.99%	56.31%	
May	64,854.46	(8,704.87)	5,599.01	(56.60)	(842.27)	60,849.73	5.48%	57.21%	33,488.80	3.71%	60.01%	
June	388,090.17	19,682.04	5,746.69	38.25	(6,114.31)	407,442.84	39.80%	97.01%	297,562.29	37.78%	97.79%	
July	8,098.09	-	13,663.07	148.82	(123.70)	21,786.28	0.79%	97.80%	17,539.85	1.59%	99.38%	
August	11,611.62	-	6,227.58	335.77	(179.21)	17,995.76	1.13%	98.93%	6,300.87	0.00%	99.38%	
September	-	-	-	-	-	-	0.00%	98.93%	5,941.93	0.00%	99.38%	
October	-	-	-	-	-	-	0.00%	98.93%	6,295.24	0.20%	99.58%	
November	-	-	-	-	-	-	0.00%	98.93%	10,277.76	0.42%	100.00%	
December	-	-	-	-	-	-	0.00%	98.93%	4,894.73	0.00%	100.00%	
	\$ 1,002,626.69	\$ 10,984.32	\$ 48,757.25	\$ 487.33	\$ (15,209.50)	\$ 1,047,646.09	98.93%	98.93%	\$ 838,239.12	100.00%	100.00%	

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Assessed Valuation	Mill Levy
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Property Tax

General Fund	\$ 664,850.00	64.89%	\$ 657,768.82	98.93%
Debt Service Fund	359,673.00	35.11%	355,842.19	98.93%
	\$ 1,024,523.00	100.00%	\$ 1,013,611.01	98.93%

	\$ 21,798,370
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Specific Ownership Tax

General Fund	\$ 46,540.00	64.89%	\$ 31,640.51	67.99%
Debt Service Fund	25,177.00	35.11%	17,116.74	67.99%
	\$ 71,717.00	100.00%	\$ 48,757.25	67.99%

Treasurer's Fees

General Fund	\$ 9,973.00	64.89%	\$ 9,870.14	98.97%
Debt Service Fund	5,395.00	35.11%	5,339.36	98.97%
	\$ 15,368.00	100.00%	\$ 15,209.50	98.97%

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Greatrock North Water and Sanitation District
Inclusion Detail Report
As of August 31, 2022

Type	Date	Num	Name	Memo	Debit	Credit	Balance
401255 - AR - Country Club Ranch #2 Inclusion							
Bill	04/30/2019	4842	White Bear Ankele Tanaka & Waldron		1,276.13	-	1,276.13
Bill	05/15/2019	44689	Bishop Brogden Associates, Inc		106.50	-	1,382.63
Deposit	05/30/2019	1456	Premier Community Homes, Ltd	Deposit	-	5,000.00	(3,617.37)
Bill	05/31/2019	5116	White Bear Ankele Tanaka & Waldron		510.45	-	(3,106.92)
Deposit	06/17/2019	1492	Premier Community Developments, LTD	Deposit	-	5,000.00	(8,106.92)
Bill	06/30/2019	5679	White Bear Ankele Tanaka & Waldron		1,531.35	-	(6,575.57)
Bill	07/01/2019	30437	Petrock & Fendel, PC		1,192.50	-	(5,383.07)
Bill	07/15/2019	45064	Bishop Brogden Associates, Inc		5,652.33	-	269.26
Bill	07/31/2019	30540	Petrock & Fendel, PC		3,327.50	-	3,596.76
Bill	07/31/2019	July 2019	Special District Management Services, Inc		210.00	-	3,806.76
Bill	07/31/2019	6052	White Bear Ankele Tanaka & Waldron		4,544.34	-	8,351.10
Bill	07/31/2019	1158	MMI Water Engineers, LLC	Engineering Services July 2019	569.45	-	8,920.55
Bill	08/15/2019	45132	Bishop Brogden Associates, Inc		3,035.25	-	11,955.80
Bill	08/31/2019	30637	Petrock & Fendel, PC		742.50	-	12,698.30
Bill	08/31/2019	6488	White Bear Ankele Tanaka & Waldron		1,117.25	-	13,815.55
Bill	08/31/2019	1170	MMI Water Engineers, LLC	Engineering Services July 2019	511.50	-	14,327.05
Bill	09/30/2019	6883	White Bear Ankele Tanaka & Waldron		521.73	-	14,848.78
Bill	10/15/2019	45446	Bishop Brogden Associates, Inc		2,110.50	-	16,959.28
Bill	10/31/2019	7459	White Bear Ankele Tanaka & Waldron		776.95	-	17,736.23
Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	124.00	-	17,860.23
Bill	11/15/2019	45591	Bishop Brogden Associates, Inc	Country Club Ranchettes Filing #2	2,441.17	-	20,301.40
Deposit	11/25/2019	1603	Premier Community Developments, LTD	Deposit	-	18,351.10	1,950.30
Bill	11/30/2019	7751	White Bear Ankele Tanaka & Waldron	Inclusion	627.81	-	2,578.11
Bill	12/31/2019	8284	White Bear Ankele Tanaka & Waldron	Country Club Ranchettes Inclusion	340.30	-	2,918.41
Bill	01/15/2020	45839	Bishop Brogden Associates, Inc	Water Rights - Country Club Ranchettes Filing #2	328.50	-	3,246.91
Bill	01/31/2020	8797	White Bear Ankele Tanaka & Waldron	Inclusion	2,586.59	-	5,833.50
Bill	01/31/2020	31141	Petrock & Fendel, PC	Country Club Ranchettes	3,450.00	-	9,283.50
Bill	02/15/2020	45963	Bishop Brogden Associates, Inc	Country Club Ranchettes Filing #2	2,808.00	-	12,091.50
Bill	02/17/2020	1250	MMI Water Engineers, LLC	Country Club Ranch #2	1,081.27	-	13,172.77
Bill	02/28/2020	31220	Petrock & Fendel, PC	Country Club Ranchettes	1,068.50	-	14,241.27
Bill	02/29/2020	9026	White Bear Ankele Tanaka & Waldron	Inclusion	392.06	-	14,633.33
Bill	03/15/2020	46090	Bishop Brogden Associates, Inc	Country Club Ranchettes	460.50	-	15,093.83
Bill	03/22/2020	1256	MMI Water Engineers, LLC	Country Club Ranch #2 Inclusion	241.79	-	15,335.62
Bill	03/31/2020	9578	White Bear Ankele Tanaka & Waldron	Inclusion	746.20	-	16,081.82
Bill	03/31/2020	31295	Petrock & Fendel, PC	Country Club Ranchettes	1,853.00	-	17,934.82
Deposit	04/21/2020	1914	Premier Community Developments Ltd	Deposit	-	22,000.00	(4,065.18)
Bill	04/24/2020	1278	MMI Water Engineers, LLC	Country Club Ranch #2 Inclusion	80.00	-	(3,985.18)
Bill	04/30/2020	04/30/20	White Bear Ankele Tanaka & Waldron	Inclusion	310.58	-	(3,674.60)
Bill	04/30/2020	2487606	CliftonLarsonAllen LLP	Inclusion Costs	215.00	-	(3,459.60)
Bill	07/31/2020	11472	White Bear Ankele Tanaka & Waldron	Inclusion Costs	261.38	-	(3,198.22)
Bill	07/31/2020	2583683	CliftonLarsonAllen LLP	Inclusion Costs	193.50	-	(3,004.72)
Bill	08/15/2020	46778	Bishop Brogden Associates, Inc	Inclusion Costs	307.50	-	(2,697.22)
Bill	08/31/2020	11909	White Bear Ankele Tanaka & Waldron	Inclusion Costs	945.05	-	(1,752.17)
Bill	08/31/2020	2609106	CliftonLarsonAllen LLP	Inclusion Costs	129.00	-	(1,623.17)
Bill	08/31/2020	31658	Petrock & Fendel, PC	Inclusion Costs	253.00	-	(1,370.17)
Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	416.00	-	(954.17)
Bill	09/15/2020	46934	Bishop Brogden Associates, Inc	Inclusion Costs	3,300.00	-	2,345.83
Bill	09/30/2020	31720	Petrock & Fendel, PC	Inclusion Costs	1,482.50	-	3,828.33
Bill	09/30/2020	12375	White Bear Ankele Tanaka & Waldron	Inclusion Costs	609.88	-	4,438.21
Bill	09/30/2020	2638016	CliftonLarsonAllen LLP	Inclusion Costs	731.00	-	5,169.21
Bill	10/15/2020	47018	Bishop Brogden Associates, Inc	Inclusion Costs	1,403.25	-	6,572.46
Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	480.00	-	7,052.46
Bill	11/15/2020	47179	Bishop Brogden Associates, Inc	Inclusion Costs	2,324.25	-	9,376.71
Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	576.00	-	9,952.71
Bill	11/30/2020	31859	Petrock & Fendel, PC	Inclusion Costs	1,610.00	-	11,562.71
Deposit	11/20/2020	1117	Premier Community Developments Ltd	Deposit	-	5,000.00	6,562.71
Deposit	11/20/2020	2275	CC Ranchettes	Deposit	-	5,000.00	1,562.71
Bill	11/30/2020	13218	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,503.68	-	3,066.39
Bill	11/30/2020	2692405	CliftonLarsonAllen LLP	Inclusion Costs	814.00	-	3,880.39

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Greatrock North Water and Sanitation District
Inclusion Detail Report
As of August 31, 2022

Type	Date	Num	Name	Memo	Debit	Credit	Balance
Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	480.00	-	4,360.39
Bill	12/15/2020	47322	Bishop Brogden Associates, Inc	Inclusion Costs	2,190.00	-	6,550.39
Bill	12/31/2020	13972	White Bear Ankele Tanaka & Waldron	Inclusion Costs	871.25	-	7,421.64
Bill	12/31/2021	2718232	CliftonLarsonAllen LLP	Inclusion Costs	242.00	-	7,663.64
Bill	12/31/2021	31914	Petrock & Fendel, PC	Inclusion Costs	4,035.50	-	11,699.14
Bill	01/15/2021	47450.0	Bishop Brogden Associates, Inc	Inclusion Costs	3,274.50	-	14,973.64
Bill	01/24/2021	1386	MMI Water Engineers, LLC	Inclusion Costs	512.00	-	15,485.64
Bill	01/31/2021	2739122	CliftonLarsonAllen LLP	Inclusion Costs	198.00	-	15,683.64
Bill	01/31/2021	14178	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,905.99	-	17,589.63
Bill	02/28/2021	2768623	CliftonLarsonAllen LLP	Inclusion Costs	88.00	-	17,677.63
Bill	02/28/2021	14638	White Bear Ankele Tanaka & Waldron	Inclusion Costs	87.13	-	17,764.76
Bill	02/28/2021	42233	Hayes Poznanovic	Inclusion Costs	1,344.00	-	19,108.76
Bill	03/31/2021	42389	Hayes Poznanovic	Inclusion Costs	552.00	-	19,660.76
Bill	03/31/2021	2814287	CliftonLarsonAllen LLP	Inclusion Costs	154.00	-	19,814.76
Bill	04/15/2021	47869	Bishop Brogden Associates, Inc	Inclusion Costs	1,332.00	-	21,146.76
Bill	04/25/2021	1444	MMI Water Engineers, LLC	Inclusion Costs	82.50	-	21,229.26
Bill	04/30/2021	15855	White Bear Ankele Tanaka & Waldron	Inclusion Costs	348.50	-	21,577.76
Bill	04/30/2021	22215	Ramey Environmental Compliance	Inclusion Costs	361.00	-	21,938.76
Bill	04/30/2021	2863725	CliftonLarsonAllen LLP	Inclusion Costs	286.00	-	22,224.76
Bill	05/04/2021	42389	Hayes Poznanovic	Inclusion Costs	360.00	-	22,584.76
Bill	05/15/2021	48025	Bishop Brogden Associates, Inc	Inclusion Costs	610.50	-	23,195.26
Deposit	05/21/2021	1141	CC Ranchettes	Deposit	-	24,814.76	(1,619.50)
Bill	05/31/2021	16198	White Bear Ankele Tanaka & Waldron	Inclusion Costs	87.13	-	(1,532.37)
Bill	05/31/2021	42711	Hayes Poznanovic	Inclusion Costs	72.00	-	(1,460.37)
Bill	05/31/2021	2909643	CliftonLarsonAllen LLP	Inclusion Costs	22.00	-	(1,438.37)
Bill	06/07/2021	1463	MMI Water Engineers, LLC	Inclusion Costs	231.00	-	(1,207.37)
Deposit	08/13/2021	1154	CC Ranchettes	Deposit	-	5,625.00	(6,832.37)
Deposit	08/18/2021	1157	CC Ranchettes	Deposit	-	5,000.00	(11,832.37)
Deposit	09/17/2021	1002	CC Ranchettes	Deposit	-	4,000.00	(15,832.37)
Reclass	12/31/2021		CCR#2 to Homestead Heights/CC#1	Reclass	14,625.00	-	(1,207.37)
Deposit	12/31/2021		CC Ranchettes	Deposit	-	2,500.00	(3,707.37)
Bill	01/31/2022	0007-01	Element Engineering, LLC	Inclusion Costs	150.00	-	(3,557.37)
Bill	01/31/2022	20220	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,748.66	-	(1,808.71)
Bill	01/31/2022	45246	Hayes Poznanovic	Inclusion Costs	269.50	-	(1,539.21)
Bill	01/31/2022	3144697	CliftonLarsonAllen LLP	Inclusion Costs	276.00	-	(1,263.21)
Bill	02/15/2022	49247	Bishop Brogden Associates, Inc	Inclusion Costs	306.25	-	(956.96)
Bill	02/28/2022	3173180	CliftonLarsonAllen LLP	Inclusion Costs	115.00	-	(841.96)
Bill	02/28/2022	20220	White Bear Ankele Tanaka & Waldron	Inclusion Costs	522.75	-	(319.21)
Deposit	03/31/2022	0486	CC Ranchettes	Deposit	-	5,000.00	(5,841.96)
Bill	03/31/2022	3218565	CliftonLarsonAllen LLP	Inclusion Costs	46.00	-	(5,795.96)
Bill	03/31/2022	21244	White Bear Ankele Tanaka & Waldron	Inclusion Costs	505.84	-	(5,290.12)
Bill	04/30/2022	0007-02	Element Engineering, LLC	Inclusion Costs	900.00	-	(4,895.96)
Bill	04/30/2022	45800	Hayes Poznanovic	Inclusion Costs	637.00	-	(4,258.96)
Bill	04/30/2022	3280967	CliftonLarsonAllen LLP	Inclusion Costs	851.00	-	(3,407.96)
Bill	04/30/2022	21781	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,595.41	-	(1,812.55)
Bill	05/15/2022	49740	Bishop Brogden Associates, Inc	Inclusion Costs	1,470.00	-	(1,937.96)
Bill	05/31/2022	22242	White Bear Ankele Tanaka & Waldron	Inclusion Costs	803.60	-	(1,134.36)
Bill	05/31/2022	45981	Hayes Poznanovic	Inclusion Costs	808.50	-	(325.86)
Bill	05/31/2022	3313384	CliftonLarsonAllen LLP	Inclusion Costs	276.00	-	(49.86)
Bill	06/15/2022	49943	Bishop Brogden Associates, Inc	Inclusion Costs	551.25	-	501.39
Bill	06/30/2022	22918	White Bear Ankele Tanaka & Waldron	Inclusion Costs	79.95	-	581.34
Bill	06/30/2022	3343258	CliftonLarsonAllen LLP	Inclusion Costs	230.00	-	811.34
Bill	06/30/2022	46163	Hayes Poznanovic	Inclusion Costs	661.50	-	1,472.84
Bill	07/15/2022	50142	Bishop Brogden Associates, Inc	Inclusion Costs	245.00	-	1,056.34
Bill	07/31/2022	3373147	CliftonLarsonAllen LLP	Inclusion Costs	25.00	-	1,081.34
Total 401255 · AR - Country Club Ranch #2 Inclusion					<u>111,657.70</u>	<u>107,290.86</u>	<u>4,366.84</u>

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Greatrock North Water and Sanitation District
Inclusion Detail Report
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
401256 · AR - Ridgeview Estates Inclusion							
Deposit	03/21/2019	0088252775	Ridgeview Properties	Ridgeview Estates - Deposit to Prepare Letter	-	3,500.00	(3,500.00)
Bill	03/30/2019	1103	MMI Water Engineers, LLC		31.00	-	(3,469.00)
Bill	04/29/2019	1114	MMI Water Engineers, LLC		511.50	-	(2,957.50)
Bill	05/01/2019	30225	Petrock & Fendel, PC		315.00	-	(2,642.50)
Bill	05/15/2019	44772	Bishop Brogden Associates, Inc		768.50	-	(1,874.00)
Bill	06/05/2019	1129	MMI Water Engineers, LLC		31.00	-	(1,843.00)
Bill	06/15/2019	44846	Bishop Brogden Associates, Inc		1,103.25	-	(739.75)
Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	775.00	-	35.25
Bill	11/30/2019	7751	White Bear Ankele Tanaka & Waldron	Inclusion	297.76	-	333.01
Bill	01/19/2020	1232	MMI Water Engineers, LLC	Inclusion Engineering	201.50	-	534.51
Bill	02/17/2020	1250	MMI Water Engineers, LLC	Ridgeview Estates	32.00	-	566.51
Bill	03/22/2020	1256	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	923.45	-	1,489.96
Deposit	04/15/2020	1006	Ridgeview Properties		-	2,000.00	(510.04)
Bill	04/24/2020	1278	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	208.00	-	(302.04)
Bill	05/25/2020	1292	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	128.00	-	(174.04)
Bill	06/30/2020	1302	MMI Water Engineers, LLC		208.00	-	33.96
Bill	06/30/2020	10926	White Bear Ankele Tanaka & Waldron		217.81	-	251.77
Bill	06/30/2020	2550017	CliftonLarsonAllen LLP		64.50	-	316.27
Bill	08/19/2020	1325	MMI Water Engineers, LLC	Inclusion Costs	272.00	-	588.27
Deposit	08/21/2020	1007	Ridgeview Properties		-	3,000.00	(2,411.73)
Withdrawal	08/27/2020	1007	Ridgeview Properties		3,000.00	-	588.27
Bill	08/31/2020	2609106	CliftonLarsonAllen LLP	Inclusion Costs	43.00	-	631.27
Deposit	09/02/2020	WIRE	Ridgeview Properties		-	3,000.00	(2,368.73)
Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	304.00	-	(2,064.73)
Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	16.00	-	(2,048.73)
Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	576.98	-	(1,471.75)
Bill	11/30/2020	21539	Ramey Environmental Compliance	Inclusion Costs	217.50	-	(1,254.25)
Bill	11/30/2020	2692405	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	(1,210.25)
Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	1,269.95	-	59.70
Bill	01/24/2021	1386	MMI Water Engineers, LLC	Inclusion Costs	368.78	-	428.48
Bill	01/31/2021	21833	Ramey Environmental Compliance	Inclusion Costs	682.00	-	1,110.48
Bill	01/31/2021	1397	MMI Water Engineers, LLC	Inclusion Costs	66.00	-	1,176.48
Deposit	02/19/2021	1023	Ridgeview Properties	Deposit	-	3,000.00	(1,823.52)
Bill	02/28/2021	21972	Ramey Environmental Compliance	Inclusion Costs	975.00	-	(848.52)
Bill	03/25/2021	1428	MMI Water Engineers, LLC	Inclusion Costs	33.00	-	(815.52)
Bill	03/31/2021	22105	Ramey Environmental Compliance	Inclusion Costs	341.40	-	(474.12)
Bill	05/31/2021	16198	White Bear Ankele Tanaka & Waldron	Inclusion Costs	75.34	-	(398.78)
Bill	05/31/2021	2909643	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	(354.78)
Bill	06/07/2021	1463	MMI Water Engineers, LLC	Inclusion Costs	99.00	-	(255.78)
Bill	06/30/2021	2941068	CliftonLarsonAllen LLP	Inclusion Costs	110.00	-	(145.78)
Bill	08/31/2021	0004-01	Element Engineering, LLC	Inclusion Costs	1,425.00	-	1,279.22
Bill	08/31/2021	17663	White Bear Ankele Tanaka & Waldron	Inclusion Costs	130.69	-	1,409.91
Bill	08/31/2021	2998260	CliftonLarsonAllen LLP	Inclusion Costs	550.00	-	1,959.91
Deposit	09/28/2021	1054	Ridgeview Properties LLC	Deposit	-	3,000.00	(1,040.09)
Bill	09/30/2021	0004-02	Element Engineering, LLC	Inclusion Costs	150.00	-	(890.09)
Bill	10/31/2021	0004-03	Element Engineering, LLC	Inclusion Costs	1,295.00	-	404.91
Bill	11/30/2021	0004-04	Element Engineering, LLC	Inclusion Costs	840.00	-	1,244.91
Bill	12/31/2021	0004-05	Element Engineering, LLC	Inclusion Costs	300.00	-	1,544.91
Deposit	05/20/2022	1072	Ridgeview Properties LLC	Deposit	-	2,000.00	(455.09)
Bill	07/31/2022	3373147	CliftonLarsonAllen LLP	Inclusion Costs	150.00	-	1,694.91
Bill	08/31/2022	0004-06	Element Engineering, LLC	Inclusion Costs	750.00	-	2,444.91
Deposit	09/09/2022	1085	Ridgeview Properties	Deposit	-	2,000.00	444.91
Total 401256 · AR - Ridgeview Estates Inclusion					<u>19,944.91</u>	<u>21,500.00</u>	<u>(1,555.09)</u>

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Greatrock North Water and Sanitation District
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Type	Date	Num	Name	Memo	Debit	Credit	Balance
401258 · AR - Homestead Heights/CC#1 Inclusion							
Bill	03/30/2019	1104	MMI Water Engineers, LLC		263.50	-	263.50
Bill	03/30/2019	1103	MMI Water Engineers, LLC		108.50	-	372.00
Bill	04/29/2019	1114	MMI Water Engineers, LLC		294.50	-	666.50
Bill	06/05/2019	1129	MMI Water Engineers, LLC		682.00	-	1,348.50
Bill	06/30/2019	1138	MMI Water Engineers, LLC	Engineering Services April 21 - May 18, 2019	201.50	-	1,550.00
Bill	07/31/2019	1158	MMI Water Engineers, LLC	Engineering Services July 2019	1,007.50	-	2,557.50
Bill	08/31/2019	1170	MMI Water Engineers, LLC	Engineering Services July 2019	62.00	-	2,619.50
Bill	09/30/2019	1182	MMI Water Engineers, LLC	Engineering Services Aug & Sept 2019	170.50	-	2,790.00
Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	77.50	-	2,867.50
Bill	12/16/2019	1217	MMI Water Engineers, LLC	Homestead Heights Inclusion	62.00	-	2,929.50
Bill	01/19/2020	1232	MMI Water Engineers, LLC	Inclusion Engineering	524.65	-	3,454.15
Bill	02/17/2020	1250	MMI Water Engineers, LLC	Homestead Heights	931.43	-	4,385.58
Bill	04/24/2020	1278	MMI Water Engineers, LLC	Homestead Heights	96.00	-	4,481.58
Bill	05/25/2020	1292	MMI Water Engineers, LLC	Homestead Heights	496.00	-	4,977.58
Bill	06/30/2020	1302	MMI Water Engineers, LLC	Homestead Heights	1,808.00	-	6,785.58
Bill	07/31/2020	1313	MMI Water Engineers, LLC	Homestead Heights	96.00	-	6,881.58
Deposit	08/07/2020	2103839	Greatrock North WSD	Homestead Heights	-	5,000.00	1,881.58
Bill	08/19/2020	1325	MMI Water Engineers, LLC	Inclusions Costs	272.00	-	2,153.58
Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	216.53	-	2,370.11
Bill	09/30/2020	2638016	CliftonLarsonAllen LLP	Inclusion Costs	107.50	-	2,477.61
Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	288.00	-	2,765.61
Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	256.20	-	3,021.81
Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	832.00	-	3,853.81
Bill	01/24/2021	1386	MMI Water Engineers, LLC	Inclusion Costs	32.00	-	3,885.81
Bill	01/31/2021	1397	MMI Water Engineers, LLC	Inclusion Costs	82.50	-	3,968.31
Bill	02/28/2021	2768623	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	4,012.31
Deposit	03/05/2021	2431	Premier Community Developments Ltd	Deposit	-	7,000.00	(2,987.69)
Bill	03/25/2021	1428	MMI Water Engineers, LLC	Inclusion Costs	851.80	-	(2,135.89)
Bill	03/31/2021	22105	Ramey Environmental Compliance	Inclusion Costs	110.00	-	(2,025.89)
Bill	03/31/2021	2814287	CliftonLarsonAllen LLP	Inclusion Costs	132.00	-	(1,893.89)
Bill	04/25/2021	1444	MMI Water Engineers, LLC	Inclusion Costs	293.68	-	(1,600.21)
Bill	05/31/2021	2909643	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	(1,556.21)
Bill	06/07/2021	1463	MMI Water Engineers, LLC	Inclusion Costs	132.00	-	(1,424.21)
Bill	06/30/2021	0005-01	Element Engineering, LLC	Inclusion Costs	2,100.00	-	675.79
Bill	06/30/2021	2941068	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	719.79
Bill	07/31/2021	0005-02	Element Engineering, LLC	Inclusion Costs	7,340.00	-	8,059.79
Bill	07/31/2021	2969902	CliftonLarsonAllen LLP	Inclusion Costs	176.00	-	8,235.79
Bill	08/31/2021	0005-03	Element Engineering, LLC	Inclusion Costs	6,760.00	-	14,995.79
Bill	08/31/2021	2998260	CliftonLarsonAllen LLP	Inclusion Costs	682.00	-	15,677.79
Bill	09/30/2021	0005-04	Element Engineering, LLC	Inclusion Costs	1,140.00	-	16,817.79
Bill	11/30/2021	0005-05	Element Engineering, LLC	Inclusion Costs	220.00	-	17,037.79
Reclass	12/31/2021		CCR#2 to Homestead Heights/CC#1	Reclass	-	14,625.00	2,412.79
Deposit	04/01/2022	5475	Three Sons Construction	Deposit	-	2,000.00	412.79
Bill	06/30/2022	0005-06	Element Engineering, LLC	Inclusion Costs	2,175.00	-	2,587.79
Bill	08/31/2022	0005-07	Element Engineering, LLC	Inclusion Costs	150.00	-	2,737.79
Total 401258 · AR - Homestead Heights/CC#1 Inclusion					31,362.79	28,625.00	2,737.79

Greatrock North Water and Sanitation District
Inclusion Detail Report
As of August 31, 2022

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
401259 · AR - Epic Estates Inclusion							
Deposit	12/17/2021	2145	Western Engineering Consultants	Deposit	-	5,000.00	(5,000.00)
Bill	12/31/2021	0006-01	Element Engineering, LLC	Inclusion Costs	450.00	-	(4,550.00)
Bill	12/31/2021	19709	White Bear Ankele Tanaka & Waldron	Inclusion Costs	871.25	-	(3,678.75)
Bill	12/31/2021	45068	Hayes Poznanovic	Inclusion Costs	648.00	-	(3,030.75)
Deposit	05/20/2022	2652	Western Engineering Consultants	Deposit	-	10,000.00	(10,000.00)
Bill	06/15/2022	49944	Bishop Brogden Associates, Inc	Inclusion Costs	569.27	-	(2,461.48)
Bill	06/30/2022	0006-02	Element Engineering, LLC	Inclusion Costs	300.00	-	(2,161.48)
Bill	06/30/2022	22918	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,910.60	-	(250.88)
Bill	06/30/2022	46165	Hayes Poznanovic	Inclusion Costs	1,104.00	-	853.12
Bill	06/30/2022	3343258	CliftonLarsonAllen LLP	Inclusion Costs	506.00	-	1,359.12
Bill	08/31/2022	46519	Hayes Poznanovic	Inclusion Costs	98.00	-	1,457.12
Total 401259 · AR - Epic Estates Inclusion					<u>6,457.12</u>	<u>15,000.00</u>	<u>(8,542.88)</u>
401261 · AR - Horse Creek Retreat Inclusion							
Deposit	07/15/2022	1873	John Fritzel	Deposit	-	3,000.00	(3,000.00)
Bill	07/31/2022	0008-01	Element Engineering, LLC	Inclusion Costs	450.00	-	(2,550.00)
Bill	07/31/2022	46344	Hayes Poznanovic	Inclusion Costs	367.50	-	(2,182.50)
Bill	08/15/2022	50219	Bishop Brogden Associates, Inc	Inclusion Costs	1,305.00	-	(877.50)
Total 401261 · AR - Horse Creek Retreat Inclusion					<u>2,122.50</u>	<u>3,000.00</u>	<u>(877.50)</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.



Great rock North Water & Sewer District Monthly Activities Report August 15th, 2022 – September 14th, 2022

Daily Operations Summary

Great rock North (GRN): Record LFH Well #1, UKA Well #1, and distribution flow totalizers. Visual inspection of the generator to record run hours and check for any active faults. Collect and analyze chlorine residual samples each visit. Collect entry point samples to analyze for pH and conductivity weekly. Complete walkthrough of the pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV.

Rocking Horse Farms (RHF): Record LFH Well #2, UKA Well #3, and distribution flow totalizers. Visual inspection of the generator to record run hours and check for any active faults. Collect and analyze chlorine residual samples each visit. Collect entry point samples to analyze for pH and conductivity weekly. Complete walkthrough of the pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV.

Box Elder (BE): Check SCADA for any active alarms and record process numbers. Record flow totalizers for wells, RO skids, and distribution meters. Visual inspection of the generator to record run hours and check for any active faults. Collect and analyze chlorine residual samples each visit. Collect entry point samples to analyze for pH and conductivity weekly. Complete walkthrough of the pump station to inspect distribution pumps, distribution pressure/tank level, and verify operation of PRV. Complete walkthrough of RO building to verify proper operation and record equipment run hours. Check chemical feed systems for proper operation and refill day tanks, as necessary.

8/15/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE.

8/16/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Adjusted the fill valve at RHF to 65gpm to meet daily demand.

8/17/22 (9.25hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Turned off the distribution pumps at BE so the construction crew could tie in for the new facility. Monitored SCADA throughout the process. Increased the augmentation to 155gpm per Paul Bruss's request. Increased the fill valve at RHF from 60gpm to 85gpm to meet daily demand. Changed out the pre-filters on the RO machine and cleaned out the chlorine injector as well. Ran off the generator for a few hours while the electrician tied in power to the new facility.

8/18/22 (3.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE.

8/19/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Decreased fill valve at RHF from 88gpm to 80gpm to meet weekend demand. Collected the yearly samples and delivered them to the lab. Filed work order and lab results from July and August. Decreased the chlorine set point in SCADA from 0.70 to 0.60. Increased the RO run time from 300 minutes to 330 minutes.

8/22/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Decreased fill valve at RHF from 80gpm to 70gpm to meet daily demand. Reduced the RO run time back down to 300 minutes after finding it faulted out. It has been reset and running again.

8/23/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE.

8/24/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Increased fill valve at RHF from 70gpm to 80gpm to meet daily demand. Increased the chlorine set point in SCADA from 0.60 to 0.70.

8/25/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE.

8/26/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. RO machine had faulted out overnight. It has been reset and is operational. Cleaned the chlorine injector.

8/29/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Placed an order for two 55-gallon drums of 10% sodium hypochlorite.

8/30/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Added anti-scalent to the day tank.

8/31/22 (2.5hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Increased the fill valve at RHF from 80gpm to 86gpm to meet daily demand.

9/1/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Collected part of the monthly compliance samples and delivered them to the lab. Cleaned out the chlorine injector. Backflow tests were performed at each facility. Decreased the chlorine set point in SCADA from 0.70 to 0.60.

9/2/22 (3.25hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE.

9/5/22 (8.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Increased fill valve at RHF from 86gpm to 95gpm to meet daily demand. On the call, the operator responded to a leak near the BE pump house. The operator was unable to isolate the leak and an excavating crew will need to be called.

9/6/22 (10.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. On-call operator onsite to assist in the repair of the leak. The system was monitored to ensure flow returned to normal and no other issues came up.

9/7/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. The RO machine completely faulted out and it couldn't be reset like normal. Worth HydroChem onsite to get the situation fixed which it was. Generator Source was onsite at each good house to perform preventative maintenance on all the generators.

9/8/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Collected the meter re-reads that billing sent out and returned the results to billing.

9/9/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Decreased the fill valve at RHF from 90gpm to 80gpm to meet weekend demand. 30 gallons of chlorine were brought to BE and transferred into the day tanks.

9/11/22 (2.0hr) On call operator responded to a high-level alarm for RHF. The fill valve was isolated to avoid an overflow.

9/12/22 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. Increased the fill valve at RHF back to 80 pm to meet daily demand. Installed a meter for the new water facility. The internet was down so remote log-in was unavailable.

9/13/22 (8.0hr) Routine site visit. Regular rounds and checks of each facility. Filled the chlorine tanks at BE. The Internet still not working so remote log-in was unavailable. RO machine had faulted out again overnight. It has been reset and is up and running.

9/14/22 (20.0hr) Routine site visit. Regular rounds and checks of each facility. Switching over all the pumps, SCADA, and RO machines today for the new plant start-up. Having a lot of communication issues with the SCADA and the remote sites. HOA was onsite until 2:30 am fixing the issues and REC had an operator onsite as well to help troubleshoot when needed.

August 15th, 2022 – September 14th, 2022

RO Run Time	172.5
RO Concentrate Flow: 1 Pond (South)	310,500

Sampled Date: September 1st, 2022

Monthly Testing	TDS (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Hardness (mg/L)
BE	777 mg/L	93.5 mg/L	18.4 mg/L	309.2 mg/L
RHF	792 mg/L	93.1 mg/L	18.1 mg/L	307.0 mg/L
GRN	772 mg/L	93.9 mg/L	17.9 mg/L	308.0 mg/L

Date	Permeate Flow (GPM)	Concentrate Flow (GPM)	% Recovery	Permeate Conductivity (µSeimens)	Hour Meter
8/15/22	113	26	81.1%	310.0	78.3
8/16/22	0	0	0	0	81.2
8/17/22	112	26	80.8%	319.3	83.1
8/18/22	111	26	81.4%	307.4	90.2
8/19/22	113	26	81.7%	281.5	102.0
8/22/22	113	26	81.4%	324.3	106.4
8/23/22	111	25	81.7%	317.9	118.4
8/24/22	113	25	81.7%	315.0	128.8
8/25/22	114	25	82.2%	316.5	140.9
8/26/22	114	25	81.8%	264.0	143.9
8/29/22	113	25	82.1%	320.8	175.2
8/30/22	0	0	0	0	189.5
8/31/22	117	25	81.5%	324.6	198.7
9/1/22	114	25	81.9%	327.0	207.5
9/2/22	0	0	0	0	219.6
9/8/22	112	25	81.6%	346.3	1300.9
9/9/22	114	25	82.0%	338.8	1314.1
9/12/22	114	24	82.1%	306.3	1318.8
9/13/22	114	25	81.9%	337.2	1323.7
9/14/22	114	25	82.1%	356.3	1332.1

Installed From: 08/12/22 To: 09/12/22

Current Account	Name	Location	Service Address	SVC	Svc Size	Svc Type	User Type	Flat Chg Amount	Last Bill Amount	Last Bill Date	Install Date	Line Code	Meter Status
660522	FERNANDO FAUDO A	660168	29150 E 165th Ave	GB	0	FLAT	RESI	5.00			08/12/22		
660522	FERNANDO FAUDO A	660168	29150 E 165th Ave	GW	75	METER	RESI	0.00			08/12/22		On
660540	JERRY & BERNADETTE WARD	660234	29425 E 165th Ave	GB	0	FLAT	RESI	1.00			08/12/22		
660540	JERRY & BERNADETTE WARD	660234	29425 E 165th Ave	GW	75	METER	RESI	0.00			08/12/22		On

GB Services Count: 2
 GW Services Count: 2
 Total Count: 4

**INDEPENDENT CONTRACTOR AGREEMENT
(EMERGENCY WATER LINE REPAIR SERVICES)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 28th day of September 2022, by and between GREATROCK NORTH WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and AMERICAN WEST CONSTRUCTION, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES; PERFORMANCE STANDARDS. The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate

the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2022. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. Authorization to proceed with additional services shall not be given unless the District has appropriated funds sufficient to cover the additional compensable amount. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience

and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "**Laws**" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. MONTHLY STATUS REPORT. The Contractor shall provide to the District, at the District's request, on or before the 25th of each month, a narrative progress and status report describing work in progress and results achieved during the reporting period, including a description of the Services performed during the invoice period and the Services anticipated to be performed during the ensuing invoice period ("**Monthly Report**").

7. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Services provided under this Agreement shall be in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided in **Exhibit A** of this Agreement, unless said reimbursement or compensation is approved in writing by the

District in advance of incurring such expenses. Any direct reimbursable costs for materials will be reimbursable at the Contractor's actual cost, provided that the Contractor shall make a reasonable attempt to notify the District of the estimated amount of such reimbursable costs (or any material adjustments thereto subsequently identified) prior to commencing the requested services. Concurrent with the execution of this Agreement, the Contractor shall provide the District with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("**W-9**"). No payments will be made to the Contractor until the completed W-9 is provided. The W-9 shall be attached hereto and incorporated herein as **Exhibit B**.

- b. Invoices. Invoices for the Services shall be submitted monthly, by the 10th of each month, during the term of this Agreement and shall contain the following information:
- i. An itemized statement of the Services performed.
 - ii. Any other reasonable information required by the District to process payment of the invoice, including project and/or cost codes as provided in any applicable written service/work order.

The District shall be charged only for the actual time and direct costs incurred for the performance of the Services. Invoices received by the District after the 10th of each month may be processed the following month.

8. TIME FOR PAYMENT. Payment for the Services shall be made by the District within thirty (30) days of receipt of: (i) a timely, satisfactory, and detailed invoice in the form required by Section 7; and (ii) if applicable, a reasonably satisfactory and detailed Monthly Report, for that portion of the Services performed and not previously billed. The District may determine to waive or extend the deadline for filing the Monthly Report, or may make payment for Services to the Contractor notwithstanding a delay in filing the Monthly Report, upon reasonable request of the Contractor, if it is in the interest of the District to do so. In the event a Board meeting is not scheduled in time to review payment of an invoice, the Board hereby authorizes payment for Services, subject to the appropriation and budget requirements under Section 27 hereof, without the need for additional Board approval, so long as any payment required to be made does not exceed the amounts appropriated for such Services as set forth in the District's approved budget. Such payment shall require review and approval of each Monthly Report and invoice by two officers of the District.

9. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes),

workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety, and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

10. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

11. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit C**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit C-1**. If the Contractor subcontracts any portion(s) of the Services, said subcontractor(s) shall be required to furnish certificates evidencing statutory workers' compensation insurance, comprehensive general liability insurance, and automobile liability insurance in amounts satisfactory to the District and the Contractor; provided, however, that sub-contractors of the Contractor shall not be required by the District to provide coverage in excess of that which is required hereunder of the Contractor. If the coverage required expires during the term of this Agreement, the Contractor or subcontractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

12. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

b. Personal Identifying Information. During the performance of this Agreement, the District may disclose Personal Identifying Information to the Contractor. "**Personal Identifying Information**" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

13. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

14. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 15, below.

15. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the "**Claims**"), including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor's performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 15 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth

in Section 15. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

17. SUB-CONTRACTORS. The Contractor is solely and fully responsible to the District for the performance of all Services in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor, and neither the District's approval of any subcontractor, suppliers, or materialman, nor the failure of performance thereof by such persons or entities, will relieve, release, or affect in any manner the Contractor's duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any Services without prior written approval by the District. The Contractor agrees that each and every agreement of the Contractor with any subcontractor to perform Services under this Agreement shall contain an indemnification provision identical to the one contained in this Agreement holding the District harmless for the acts of the subcontractor. Prior to commencing any Services, a subcontractor shall provide evidence of insurance coverage to the District in accordance with the requirements of this Agreement. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for services rendered prior to the date of any such termination.

18. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 19. If this Agreement is terminated, the Contractor shall be paid for all the Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

19. DEFAULT. If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 20 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the

non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

20. NOTICES. Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 20 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District: Greatrock North Water & Sanitation District
 c/o CliftonLarsonAllen LLP
 8390 E. Crescent Pkwy., Suite 300
 Greenwood Village, Colorado 80111
 Attention: Lisa A. Johnson, Manager
 Phone: (303) 939-6029
 Email: Lisa.Johnson@claconnect.com

With a Copy to: WHITE BEAR ANKELE TANAKA & WALDRON
 2154 E. Commons Ave., Suite 2000
 Centennial, CO 80122
 Attention: Jennifer Gruber Tanaka, Esq.
 Phone: (303) 858-1800
 E-mail: jtanaka@wbapc.com

Contractor: American West Construction, LLC
 275 E. 64th Ave.
 Denver, CO 80221
 Attention: Brian D. Schrameyer
 Phone: (720) 641-4808
 Email: bschrameyer@trustawc.com

21. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

23. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

24. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

25. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

26. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

27. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

28. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

29. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

30. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

32. OPEN RECORDS. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

33. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District, but payments for the completed Work will not constitute final acceptance nor discharge the obligation of the Contractor to correct defects at a later date. Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

34. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

35. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

[Signature pages follow].

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

DISTRICT:
GREATROCK NORTH WATER &
SANITATION DISTRICT, a quasi-municipal
corporation and political subdivision of the
State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

*District's Signature Page to Independent Contractor Agreement for Emergency Water Line
Repair Services with American West Construction, LLC, dated September 28, 2022*

CONTRACTOR:
AMERICAN WEST CONSTRUCTION, LLC, a
Colorado limited liability company

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2022, by _____, as the _____ of American West
Construction, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor’s Signature Page to Independent Contractor Agreement for Emergency Water
Line Repair Services with Greatrock North Water & Sanitation District, dated September 28,
2022***

EXHIBIT A**SCOPE OF SERVICES/COMPENSATION SCHEDULE****PROPOSAL**

DATE: 6/1/2022

PROJECT #:

QUOTE TO:

PROJECT NAME: 2022 T&M RATES

ITEM	DESCRIPTION	UNIT	UNIT PRICE
10	RUBBER TIRED BACKHOE	HR	\$ 112.00
20	BACKHOE WITH VIBRATORY PLATE COMPACTOR	HR	\$ 125.00
30	SKID STEER (WHEELED)	HR	\$ 105.00
40	SKID STEER (TRACKED)	HR	\$ 110.00
50	SKID STEER BROOM	HR	\$ 12.00
60	WHEEL LOADER - CAT 938/JD624	HR	\$ 150.00
70	WHEEL LOADER - CAT 950/JD644	HR	\$ 160.00
80	WHEEL LOADER - CAT 966/JD744	HR	\$ 180.00
90	EXCAVATOR - KOMATSU PC 78 or Equiv	HR	\$ 135.00
100	EXCAVATOR - KOMATSU 228 or Equiv	HR	\$ 175.00
105	EXCAVATOR - 300 SERIES with Thumb	HR	\$ 200.00
110	EXCAVATOR - CAT 330/VOLVO 305 or Equiv	HR	\$ 185.00
120	EXCAVATOR - KOMATSU 400/490 or Equiv	HR	\$ 240.00
130	VIBRATORY COMPACTOR	HR	\$ 170.00
150	DOZER - D65	HR	\$ 325.00
160	DOZER - CAT D8R	HR	\$ 405.00
170	MOTOR GRADER - CAT 140H/14G/JD 772	HR	\$ 180.00
190	SCRAPER - CAT 623	HR	\$ 270.00
200	SCRAPER - CAT 627	HR	\$ 360.00
210	AG TRACTOR W/ DISC	HR	\$ 295.00
220	WATER TRUCK - 2,000 GAL	HR	\$ 85.00
230	WATER TRUCK - 4,000 GAL	HR	\$ 95.00
240	WATER TANKER - 6-8,000 GAL	HR	\$ 185.00
250	WATER TOWER - 12,000 GAL	HR	\$ 27.00
260	PICKUP	HR	\$ 28.00
270	2 TON TRUCK	HR	\$ 35.00
280	5 TON TRUCK - DUMP (SINGLE AXLE)	HR	\$ 80.00
290	15 TON TRUCK - DUMP (TANDEM)	HR	\$ 155.00
300	25 TON TRUCK - DUMP (SEMI)	HR	\$ 175.00
310	20-36 KW GENERATOR	HR	\$ 35.00
320	SUBMERSIBLE PUMPS - ELECTRIC	HR	\$ 18.00
330	6" TRASH PUMP	HR	\$ 42.00

Page 1 of 2

AMERICAN WEST CONSTRUCTION, LLC | 275 E. 64TH AVENUE, DENVER, CO 80221 | P: 303.455.0838



PROPOSAL

ITEM	DESCRIPTION	UNIT	UNIT PRICE
340	PROJECT MANAGER	HR	\$ 155.00
345	PROJECT ENGINEER	HR	\$ 135.00
350	SUPERINTENDENT	HR	\$ 145.00
360	FOREMAN	HR	\$ 125.00
370	OPERATOR	HR	\$ 85.00
380	LABORER	HR	\$ 75.00
390	MOBILIZATION (HEAVY EQUIPMENT)	HR	\$ 295.00
400	MOBILIZATION (MEDIUM EQUIPMENT)	HR	\$ 265.00
410	MOBILIZATION (LIGHT EQUIPMENT)	HR	\$ 245.00

- Billings based upon time and material sheet documented by AWC.
- Due to the volatility of the current fuel and material supplier markets, AWC reserves its right to allow for fuel surcharges.
- Pricing does not include overtime, multiply hourly rate by 1.5 for labor hours above 40 hrs/week.
- Add \$ 20/Hr for night work and mountain work on labor & equipment.
- Add \$ 20/Hr for prevailing wage work on labor.
- T&M Material Contract.
- Items not listed (ie. Subcontractors, Vendors, Materials and Rental Equipment) to be billed at cost plus 20% markup.
- ~~Payment due net 30, no retainage held.~~

Exclusions:

- ~~Bond (add 1.5%),~~ survey, traffic control, testing, ~~permits,~~ winter protection, night work, overtime, Davis Bacon Wages.

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 11 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages, including completed operations;
 - e. medical payments;
 - f. products and completed operations;
 - g. independent consultants coverage; and
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.

3. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the Services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

**OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO**

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

AMERICAN WEST CONSTRUCTION, LLC

is a

Limited Liability Company

formed or registered on 05/16/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021132161 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/27/2022 that have been posted, and by documents delivered to this office electronically through 09/28/2022 @ 18:15:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/28/2022 @ 18:15:49 in accordance with applicable law. This certificate is assigned Confirmation Number 14350089 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

ENGINEER'S PROGRESS REPORT

Date: October 13, 2022
To: Greatrock North Water and Sanitation District
From: Element Engineering
Job No. 0041.0001
RE: Monthly Engineers Report – **New Items Bold**

CAPITAL PROJECTS:

1. Water Treatment Plant Improvements - Construction

Element Engineering recommended Moltz Construction be awarded the project. The board voted to award the project to Moltz at the district's April 4, 2021 meeting. The notice of award and owner-contractor agreement have been signed by both the district and the contractor. Bonds and insurance (payment and performance bonds) have been received by Element. Hard copies will be provided to CLA. Element held a meeting with Moltz to discuss a schedule for the pre-construction meeting and notice to proceed. The pre-construction meeting is scheduled for the week of May 31, 2021 with the notice to proceed being issued shortly after. Moltz has already submitted documents for the septic system permit and is working on the building department permit. We expect submittals to begin arriving for review shortly.

A pre-construction meeting was held on June 10th. The Notice to Proceed has been fully executed by both parties. The following is a summary of the construction timeline:

Notice to Proceed:	June 14, 2021
Substantial Completion:	March 26, 2022 (285 days after NTP)
Punch List Complete:	May 10, 2022 (45 days after Substantial Completion)

Moltz Construction has started sending material and equipment submittals to Element for review.

During the building permit review process Adams County planning is requiring that a Major PUD Amendment process be completed. As it was our understanding that this would not be required, due to the proposed building being included in the last PUD amendment, Element reached out to Adams County to review this requirement. Adams County has indicated that as the building was included on the site plan, not the signed PUD amendment, a new amendment process would be required. The major amendment will require 2 hearings: one before the Planning Commission and one before the Board of County Commissioners. A neighborhood meeting will also be required. We have informed Moltz of this requirement and will keep them informed as to our

progress and how it may, or may not, affect their schedule. It is our hope that we can complete this process prior to Molt's planned onsite construction date, therefore causing no delays.

The required major PUD amendment mailer was sent out by certified mail. The public meeting is scheduled for August 3, 2021 at 5:30 PM via Zoom (the same Zoom invitation as the district's board meeting). A meeting agenda has been provided to the board for review and is attached to this report.

The public meeting was held on August 3, 2021. The PUD application was submitted shortly after. We have received confirmation that the application has been received and assigned to a county planner. Element has reached out to our assigned project manager to see what the schedule for the PUD process will be. We have not yet received a response on that request.

Moltz Construction has requested to mobilize onsite with fencing, portlets, and other minor items. This request has been approved.

Element attended site visit meeting with Moltz and REC on September 16, 2021 to exchange building keys and discuss initial mobilization. The temporary construction fencing will be installed on or about Monday September 20, 2021.

We have received comments from the Adams County planner assigned to our PUD amendment case. The comments provided by Adams County are attached to this report. Comments and Element responses are as follows:

- Staff has concerns with the visual and aesthetic compatibility of the proposed structure with the rest of Box Elder Creek Ranch PUD. Please provide more detail about the building material that will be used.

Element Response: Although this information was included with the original application, we will address this comment by including images of nearby and adjacent structures and showing that the proposed building features Hardie siding and wood trim. We will stress that the district is budgeting significant money to ensure that the building blends with adjacent structures.

- Provide a more detailed landscaping plan to show how many and what type of trees that will be planted. Please show all existing trees and vegetation that will remain after the structure is complete.

Element Response: We will provide a landscaping plan as requested. A draft of the landscaping plan is attached. All trees installed will be Austrian Pines.

- The secondary access will require a county access permit and review, etc.

Element Response: Element responded to this comment with an email requesting clarification on this item. This is technically not a "secondary" access used by the project. This is the primary access to what was originally a separate lot.

A response to all comments will be sent to Adams County by September 24, 2022. A draft comment response letter will be provided to the district manager and board president and vice-president prior to submittal to Adams County.

Moltz has submitted Pay Application No. 1 which includes fees for mobilization. Element has reviewed this application and recommend it for approval. Moltz cannot begin work until the final building permit is issued. This requires the county to approve the Major PUD Amendment. Element has requested a schedule from the newly assigned Adams County project manager, and we are awaiting a response.

Dates for the planning commission and Board of County Commissioners meetings have been set for December 9, 2022 (6PM) and January 11, 2022 (9:30AM). Element will be present at these meetings. The district has approved Element to proceed with the removal of the water treatment plant sump design and to design a new gravity concentrate main from the water treatment plant site to the tie-in location at 162nd and Rayburn.

The planning commission has approved the major PUD amendment. The remaining task is to receive approval from the board of county commissioners at the January 11, 2022 meeting. Design on the Rayburn concentrate extension is ongoing. Element will be identifying locations for utility potholing to ensure we know the depth of utility crossings to avoid conflict.

The BOCC has approved the major PUD amendment and Moltz construction is working to obtain a building permit. The Rayburn concentrate line and the Field Order eliminating the WTP sump is 90% complete. Upon final completion Element will submit the Rayburn concentrate design to Adams County for a ROW utility permit. A proposal for potholing has been received and processed by the district. Diversified Underground will begin potholing upon execution of the potholing agreement. Moltz has submitted Pay Application No. 2 which includes payment for stored materials.

The building permit has been issued and Moltz is making good progress on the project. Element performed a reinforcing steel inspection on the southern half of the spread footer and stem wall. Remaining reinforcing steel inspections will be performed by Ground Engineering hired by Moltz. The first construction progress meeting was held on Thursday February 17, 2022 at 1:30 PM. Weekly meetings are being held via Microsoft Teams on the same day (Thursday) and time (1:30 PM). Element has issued Field Order No. 1 which includes elimination of the WTP sump and a new concentrate line down Rayburn Street to the intersection of 162nd. Initial discussions with Adams County have indicated that the area will be either overlaid or crack sealed in the near future. It is our intent to have this pipe installed prior to the work with Adams County, however, the county's schedule is unknown. A utility permit is required to install the infrastructure as designed. Element expects to submit this application to Adams County.

The utility permit has been submitted to Adams County for the concentrate line from the WTP site to the intersection of Rayburn and 162nd. Moltz is working to determine a final cost for the field order (sump elimination and construction of the concentrate line). Potholing for the utility crossings in the area has been completed and has been documented on the plans.

Element has received and reviewed Change Order No. 2 and No. 3 submitted by Moltz Construction. These are to be reviewed and discussed at the upcoming board meeting. Also, Pay Application No. 5 has been submitted and reviewed. Payment is recommended.

Element has received and reviewed Change Orders No. 4 and No. 5 submitted by Moltz Construction. Change Order No. 4 is a credit for an irrigation line tie-in change and Change Order No. 5 is for raising valve boxes as requested by the district. Also Pay Application No. 6 has been submitted and reviewed. Payment is recommended.

Adams County Planning has approved, in writing, our change from a metal scale roofing material to a asphalt shingle roofing material. John has approved the color of the shingles.

Construction is ongoing with the majority of the equipment having been installed. Interior and exterior piping have largely been completed. Also, the new concentrate piping down Rayburn to 162nd has been approved and scheduled by TLowell. A newly submitted pay application (Pay Application No. 7) is attached to this report. Approval of this pay application is recommended.

The new concentrate piping has been installed from the tie-in point at 162nd and Rayburn to the WTP site. No water service lowerings were required, also the proposed 12-inch water main lowering at the WTP site was not required. A full accounting of the credits for this work (Change Order No. 3) will be completed by Moltz and Element upon completion of all work by TLowell. Change Order No. 7 was submitted by Moltz to include valves on the concentrate line at the intersection to make the future extension easier. This change order was discussed at the last board meeting but an additional breakdown was requested. This breakdown was sent to CLA for distribution.

Several meetings between Element/Moltz/HOA/Ramey were conducted to discuss the change-over plan to switch from the existing equipment to the new equipment. Moltz is planning to present a formal transition and phasing plan during the week of July 25th, 2022.

Moltz is planning to request a short time extension to complete the project and achieve substantial completion. Although not received at the time of the completion of this board report, it is expected that Moltz will request an extension to September 30, 2022 for substantial completion.

Element has been requested to provide a breakdown of the existing WTP budget including the original bid amount, all change orders (both time and money) and a status of the engineering

construction oversight contract. This information will be presented at the August board meeting with real time updated fund balances.

Transfer and cutover to the new water treatment plant and pumping system was completed during the week of September 12, 2022. Startup of the new equipment was successfully completed.

Change Order No. 12, the addition of a remote access for SCADA programming changes, was requested by Element. This is an optional change order but will allow the district's integrator to make remote changes to the district's programming (without being onsite). This change order is attached.

Pay Application No. 10 is attached to this board report. The pay application has been reviewed and payment is recommended.

Also, Ramey Environmental has received the invoice from American West for the emergency leak repair on Hudson Mile Road which totaled to \$12,357.96. This amount will be deducted from the next pay application from Moltz Construction through a deductive change order.

Element, Ramey, and Moltz are completing the punch list walk on October 6, 2022, at 1:30 PM. If it is found that the project is at substantial completion, a Certificate of Substantial Completion along with the punch list will be issued.

2. Concentration Evaporation Pond

Element has reviewed all historic documents on the concentration evaporation pond and has contacted the subconsultant tasked with the concentrate line and pond grading design (CVL). The tasks necessary to complete design and permitting of the concentrate pond are as follows:

- Receive concentrate line and pond CAD files from CVL.
- Compile an Engineering Design and Operations Plan (EDOP), design plans, liner design, and specifications for the pond per CDPHE Section 9: Waste Impoundments.
- Finalize pond grading design and SWMP.
- Update concentrate line per request from developer and update easement exhibit.

Element has provided the district with a proposal to the district to complete pond design and CDPHE submittal (EDOP, plans, specifications). The EDOP, plans, and specifications will be to CDPHE for review and approval. After approval, the district will be granted approval for construction. CDPHE has strict quality control and construction documentation requirements including a construction QA/QC report that must be submitted after construction. Element can provide a proposal for pond bidding, construction observation, and construction QA/QC reporting at the appropriate time.

Element's proposal to complete the third concentrate pond and line has been approved by the district. We are currently working on the EDOP and plans. Also, we have provided a modified draft easement exhibit to Jay Scolnick for the revised concentrate line alignment.

As of August 29, 2021, Element continues to work on the concentrate pond design and EDOP. We have been coordinating with Jay on the concentrate line and have come to an agreement on the line location. We are finalizing what should be the last iteration of the concentrate line easement for signature by Jay. Our surveyor will require some field work for the easement in order to stamp the legal description. Also, there is additional survey required for the concentrate line design which will occur at the same time.

Additional survey field work was ongoing as of September 16, 2021. Element met onsite with the surveyor to confirm required items to be surveyed. Element held discussions about the potential to eliminate the proposed sump and pump in the proposed RO WTP if the concentrate line can be lowered. Element recommends any new concentrate main installation be 8-inch diameter SDR 35 PVC minimum.

Element has received the updated survey and has provided preliminary pond alternative layouts and costs as well as concentrate line profiles for the district's discussion at the October 26, 2021 work session. Upon a final decision for layout and pond location design documents will be created. Also, it is apparent that the concentrate line in Rayburn can be lowered, allowing the proposed sump in the ROWWTP to be removed and all drains go to the concentrate line.

Element was provided direction by the board to proceed with the west pond location and the gravity concentrate main running down Hudson Mile Road. Design work is ongoing with draft design documents expected to be complete in January. Element has reached out to Adams County to determine what permitting will be required for the project. A potential pre-application meeting with Adams County was requested.

Element has submitted the initial pre-application document to Adams County. A pre-application meeting with the county will be scheduled in the coming weeks based on the county's schedule. Work continues on finalization of the design. It is our goal to submit a draft of the design submitted to the board for review during the month of January.

A pre-application meeting with Adams County has been scheduled for Friday February 4, 2022 at 10:30 AM. This meeting will be held virtually. Element submitted progress plans on the concentrate pond to the district. We are now working to finalize the plans. The next step is to complete final internal edits and compile a stormwater management plan (SWMP) and finalize and submit the Section 9 Impoundment permitting report to CDPHE. This should be completed by the end of February to mid-March.

Element and CLA staff attended a pre-application meeting with Adams County. A detailed summary of submittal requirements was sent to the GNWSD board. In summary a Conditional Use Permit is required. The board approved Element to begin working on this submittal. Work is ongoing. We expect submittal of the conditional use permit and EDOP to Adams County and CDPHE in mid-March.

The public meeting for the conditional use permit is to be held at the April 5, 2022 board meeting. The required environmental study on the property is being completed by an Element

subconsultant. Upon completion of the environmental study and public meeting, Element will submit the conditional use permit application to Adams County.

Element received the ownership and encumbrance report to research mineral rights owners to notify them (as required by Adams County). Also, we received the environmental report prepared by Olsson Associates that is required with the Conditional Use Permit. Our final task is to finalize the EDOP and submit it to CPDPHE and Adams County as well as provide notifications to mineral holders. This is to be completed by the week of May 30, 2022.

The EDOP and Adams County submittal have been completed and submitted. The Adams County review fee has been paid by Element.

Element has followed up with agencies to determine who is the primary contact. We have not been assigned a planner or engineer yet, but this is likely to occur soon.

Our project has been assigned a planner at Adams County. The county has promised to expedite the review of the project. Element will be ready to answer any questions or comments on the proposed project.

We held a county comment review meeting with Adams County on September 16, 2022. Comments received are relatively minor and we are currently working on the response letter. We anticipate having this complete during the month of October.

3. Third Alluvial Well

Element will report items pertaining to the third alluvial well in this section.

Element met with the district's water resources engineer on August 12, 2021. It was discussed that the location of Alluvial Well 3 and 4 would likely be the best locations for the new alluvial well. Element has been requested to complete a construction and design cost estimate to tie each of these well locations into the existing raw water lines. This work will begin shortly.

The well locations 3 and 4 were determined to be the best locations as they produce a satisfactory amount of water and have better water quality than location 5, which tested very high in nitrates (> 20 mg/L).

A Basis of Design Report (BDR) must be submitted to CDPHE to add an additional water source. This BDR must include the results of extensive water quality testing. Two separate testing batteries must be completed in two separate calendar quarters. Also, once drilled, the well will need to be tested to insure it is not under the direct influence of surface water.

No work this period.

It is suggested that the board continue discussions of adding the third alluvial well. With the construction of the new water treatment plant being finalized, both existing alluvial wells are required for operation. Currently there is no redundant alluvial source.

GENERAL ENGINEERING – ADMINISTRATION

Element has been coordinating closely with CLA to onboard general engineering services. Element, CLA and GNWSD held an initial onboarding meeting at Element offices on June 10, 2021. An additional

onboarding meeting with REC has been scheduled on June 30th, 2021 at REC offices. We have received all electronic and hard copy files from MMI and have reviewed them to determine the sum of available records.

Element has completed cost estimates to support 2022 budget preparation. This included estimated general engineering (ops and admin) fees, capital project fees, and engineering construction administration fees. A meeting to review the proposed budget items was held on September 22nd at REC offices.

Element is coordinating the additional information (survey) and scoping items on the concentrate line and concentrate pond and line alternatives in the General Engineering – Administration job number.

Element presented options to the board on concentrate line and concentrate pond locations. See Third Concentrate Pond reporting for more information.

Element is working on the county permitting of the third concentrate pond. See third concentrate pond update.

Element provided draft General Engineering estimates and concentrate pond cost estimates for the 2023 budgeting period.

1. Box Elder Creek Ranch Subdivision

Element will report general administrative engineering items pertaining to the Box Elder Creek Ranch subdivision in this section.

No work this period.

2. Rocking Horse Farms Subdivision

Element will report general administrative engineering items pertaining to the Rocking Horse Farms subdivision in this section.

Element has coordinated with REC to complete the recommendation for final acceptance of the Rocking Horse Farms Pump Station Replacement Project. The project was completed on July 22, 2020, and has been successfully operating since startup. The 1-year warranty period has elapsed, and Element recommends final acceptance.

Element met with REC at RHF on January 21st, 2022 to discuss replacement of the RHF control valves. It was determined that an insertion valve could be installed downstream of the control valve to shut the tank off. A new electrically actuated gate valve could then be installed in the vault. It is recommended that two manual gate valves with wheels be installed on either side of the new actuated valve. This time was billed to General Engineering: Operations.

No work this period.

3. Greatrock North Subdivision

Element will report general administrative engineering items pertaining to the Greatrock North subdivision in this section.

No work this period.

4. Hayesmount Estates Subdivision

Element will report general administrative engineering items pertaining to the Hayesmount Estates subdivision in this section.

No work this period.

GENERAL ENGINEERING – OPERATIONS

Element will report on water accounting, use, water quality, and electrical usage, and pond levels in this section. We are working on on-boarding and coordination with REC so that we may obtain data for regular reporting.

Element met with REC on January 21st, 2022 to discuss the rocks in the concentrate line. It was determined that the line could be temporarily shut down (turn off WTP) and the line upstream of the control valve could be shut. The concentrate line could then be pumped out (water discharging to the adjacent concentrate pond) and the line could be excavated, opened, and the rocks removed. Upon removal the line would need to be replaced in the excavated area.

See attached monthly year over year comparison of electrical use (KWH) and electrical billing (\$). Element has assisted with mapping of water mains to determine the source of the distribution system leak on Haysemount.

DEVELOPMENT SERVICES

1. Country Club Ranchettes Filing No. 1

Element has contacted Jay Scolnick and his contractor (Three Sons Construction) to set up a pre-construction meeting. The meeting is tentatively scheduled to be held onsite during the weeks of July 5, 2021, or July 12, 2021 depending on final construction permit issuance from Adams County. Three Sons Construction has started the submittal process with Element. We are reviewing submittals per the district's rules and regulations.

Element will discuss construction observation and management roles and responsibilities with REC and CLA to clearly define task responsibility between each entity.

Element will be responsible for onsite construction observation. Submittals have been received and reviewed. A pre-construction meeting was held on July 16th, 2021. Onsite construction work started on July 21st, 2021. Element will be providing full time observation for the first week, and scale back observation time if we feel the contractor is completing acceptable work. Element provided the district with an estimated number of hours for onsite work that included the pre-construction, observation, GPS services and final walkthrough.

Element has completed construction observation and oversight during construction. Adams County notified the developer (Jay) and their engineer (Manhard) that their fire hydrant design and installation was three feet too close to the centerline of the asphalt roadway. The hydrants

are required to be moved, which will require a new pressure test. An exhibit of this relocation is attached to this board report.

Element inspected and coordinated work on the fire hydrant relocation.

Minor construction observation/coordination occurred during this reporting period. Initial acceptance will occur after the surface improvements are complete (pavement, etc).

Element was notified that paving would occur at the project during the month of December. Upon completion of surface improvements an initial acceptance walkthrough will be completed.

Element completed an initial acceptance walkthrough and compiled the attached punch list and closeout requirements. **A letter was sent to the developer on June 23, 2022, and we are awaiting a response and required items.**

2. Country Club Ranchettes Filing No. 2

On Wednesday January 26th, 2022. Element met with the developer to discuss inclusion of CCR Filing 2. There were no specific engineering related action items immediately necessary at the meeting. When the inclusion packet is submitted, Element will complete necessary review tasks.

The inclusion agreement for CCR F2 has been submitted and Element is working with the district's consulting team to review and provide comment.

No work this period.

3. Ridgeview Estates

Element has requested the developer that to notify us when all surface improvements have been completed. Upon completion of these improvements an initial acceptance walkthrough can be held, and a punch list generated. Upon completion of the punch list items (if any) initial acceptance will be recommended.

A punch list was generated and provided to the developer. We received a response that the punch list would be completed and that we would be notified when items are completed. Once complete we will do a final walkthrough.

The developer reported that the initial acceptance checklist was completed. A walkthrough was completed by Element on October 4, 2021. There were minor items that need repair that were reported to the developer. A final inspection will be completed upon receiving word that the final remaining items have been completed.

Element performed the final initial acceptance walkthrough and have verified that all required items have been completed. The infrastructure in the development has been shot with the district's GIS system and we are working with the GIS platform to upload the data.

A list of items required for initial acceptance has been provided to the developer on December 20, 2021, and we are awaiting a response and required items.

No work this period.

4. Epic Estates

Element attended a meeting discussing water rights and potential water treatment for the proposed development.

No work this period.

5. Horse Creek Retreat

No work this period.



Moltz Construction, Inc.

975 Merchant Court
 Windsor, CO 80550
 Phone: (970) 330-3248
 Fax: (970) 330-5623

CHANGE ORDER	12	ROUTING	DATE SENT	DATE RECEIVED
OWNER: Greatrock NWSD		Contractor/ Engineer	September 14, 2022	
PROJECT: Greatrock NWSD RO WTP		Engineer/ Owner		
CONTRACTOR / SUBCONTRACTOR:	MOLTZ	REQUESTED RESPONSE DATE	September 14, 2022	
Construction Job # or Proposal #:	2125			

CONTRACTOR REQUEST

The following changes to the contract are being considered:

This proposal covers the cost to supply, install and configure (1) Ewon Flexy for secure remote access to PLC.

- This change is associated with a Work Change Directive (WCD), Proposal Request (PR) or Change Order (CO)
- Have submitted quotation for performing change
- Other: Request from Engineer/Operator

Requested Change Value: \$ 1,687.00
Requested Additional Contract Time _____ days

	<u>Costs (Dollars)</u>	<u>Time (Days)</u>
<input checked="" type="checkbox"/> Add	<u>\$1,687.00</u>	<u>0</u>
<input type="checkbox"/> Deduct	_____	_____

By: Bryan Geha Date: 9/14/2022

NOTES:

Element Engineering
 Approved By: Date: 9/20/2022
 Greatrock District Rep
 Approved By: Date: 9/21/2022
DocuSigned by: John D. Wolff
 BF96E2EFB00441F...

Change Order Item ~ 12 ~ Moltz Construction, Inc.



Project: Greatrock NWSO RO WTP

Date Prepared: September 14, 2022

Description of Change: Add Remote Access to PLC

Reference Documents: HOA Quote Attached (Attach WCD, PR or CO if relevant)

#	DESCRIPTION	Unit	Qty	LABOR				MATERIAL		SUBCONTRACT		EQUIPMENT		OTHER		TOTAL
				MH Unit	MH Cost	Total MH	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	HOA to add Remote Access to PLC	LS	1			0.00	\$0.00		\$0.00	1586	\$1,586.00		\$0.00		\$0.00	\$1,586.00
3						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
9						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10						0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUBTOTALS						0.00	\$0.00		\$0.00		\$1,586.00		\$0.00		\$0.00	\$1,586.00

NOTES:

LABOR BURDEN (Labor \$)	32%	\$0.00
COST OF WORK LESS SUBCONTRACTS (COWLS) ¹		\$0.00
MARKUP (COWLS)	10.00%	\$0.00
MARKUP (SUBCONTRACTS)	5.00%	\$79.30
TOTAL (COWLS + SUBCONTRACTS + MARK-UPS)		\$1,665.30
Bonds & Insurance	1.25%	\$20.82
Small Tools		\$0.00
GRAND TOTAL		\$1,686.12

NET CHANGE (ACTUAL)	\$1,686.12
NET CHANGE (ROUNDED)	\$1,687.00

1 - Cost of Work is the total cost of Labor, Material, Subcontracts, Equipment, Other, Labor Burden, Inland Marine, Per Diem and Small Tools

2 - Bond fee only applies if PCO is not covered under previously bonded funds

Hydro Optimization and Automation
 2601 West "L" Street, Ste. 1, Lincoln, NE 68522
 Phone: 402-467-3750 Fax: 402-467-1568



To:	Company: Moltz Construction Contact: Address: 975 Merchant Court State/Zip Code: Windsor, CO Phone:
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Date	Proposal Submitted to:	Quote#	Terms	JOB
9/14/2022	Great Rock North WSD		Net 30	
Exp. (see below)				
Item Number	Description	Quantity	Unit Price	Total Price
1	Includes: <i>One (1) Ewon Flexy for secure remote access to PLC</i> <i>Includes installation and configuration</i>	1	\$ 1,586.00	\$1,586.00
SPECIAL NOTES:				
				\$1,586.00

Disclaimer Expiration Date	Delivery: TBD This Quote Does NOT Include Taxes MFG. Restocking fee(s) will apply. Tuesday, December 13, 2022 Authorized by: Troy Euse
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Hydro Optimization and Automation Solutions

2601 West "L" Street, Ste. 1, Lincoln, NE 68522

Phone: 402-467-3750 Fax: 402-467-1568



Signature for Price

Price

Date

<p>Lead Times</p>	<p>Due to current volatility in our supply chain, our current lead time for this project is estimated to be 6-8 months. This lead time can improve but can also worsen. HOA Solutions will be in constant contact with the general contractor on any lead time changes.</p>
<p>Terms</p>	<p>Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past invoice date</p>
<p>Payment Schedule **Unless** **Otherwise** **Specified**</p>	<p>25% Payment required at time of purchase order. 50% Payment at the time of equipment delivery. 15% Payment at the time of Startup/Commissioning. 10% Payment at the time HOA has completed Punch List.</p>
<p>Trips</p>	<p>HOA has included a limited number of trips for installation and commissioning for this project. Proper correspondence and preparedness by all parties will be required to keep from wasting trips to the site. Additional trips by HOA due to equipment not being properly installed and wired, or the inability to perform our duties due to lack of preparation by other contractors or project leaders are subject to charge.</p>
<p>Taxes</p>	<p>No sales tax is included in this pricing.</p>
<p>Warranty</p>	<p>System warranty is for 1-year from date of substantial completion.</p>
<p>Prompt Payment Act - LB 552</p>	<p>The Nebraska Prompt Payment Act, requires that Subcontractors shall be paid within ten days after the Contractor has been paid. This applies to both periodic payments and final payments. All invoices not paid within this time frame are eligible for an interest rate of one percent per month.</p> <p>The Nebraska Prompt Payment Act, also requires that all retainage for work completed shall be paid within 45 days of substantial completion and subcontractors will be paid all retainage for work completed within 10 days of the Contractor being paid.</p> <p>HOA Solutions has been experiencing unwarranted delays in payment, which have a financial impact on our business. HOA Solutions will begin charging 1% per month interest rate for all retainage not paid within 60 days of substantial completion when HOA Solutions has no outstanding Punch List items.</p> <p>For more information, you can visit: https://nebraskalegislature.gov/laws/statutes.php?statute=45-1201</p>

Signature for Terms

Date



**GREATROCK NWSD
REVERSE OSMOSIS WTP
PAYMENT APPLICATION**

PROJECT NO: 2125 79
PARTIAL PAYMENT EST NO. 10
PAGE 1 OF 2

OWNER: Greatrock WSD
CONTRACTOR: Moltz Construction, Inc.
PERIOD OF ESTIMATE: FROM : August 1, 2022 to August 31, 2022

CONTRACT CHANGE ORDER SUMMARY				ESTIMATE	
CHANGE ORDER NO.	Agency Approval Date	AMOUNT			
		Additions	Deductions		
1	3/3/2022		\$17,536.00	1. Original Contract	\$2,096,615.00
2	5/9/2022	\$10,973.00		2. Change Orders	\$404,797.00
3	5/9/2022	\$371,222.00		3. Revised Contract (1&2)	\$2,501,412.00
4	5/16/2022		\$5,002.00	4. Work Completed *	\$2,483,414.09
5	5/16/2022	\$7,185.00		5. Stored Materials*	\$0.00
6	7/7/2022	\$7,974.00		6. Subtotal (4 & 5)	\$2,483,414.09
7	7/25/2022	\$16,266.00		7. Retainage* (5%)	\$124,170.70
8-12	8/11/2022	\$13,715.00		8. Previous Payments	\$2,286,224.72
TOTALS		\$427,335.00	\$22,538.00	9. Amount Due (6-7-8)	\$73,018.67
*Detailed breakdown attached -					

CONTRACT TIME			
Original Calendar Days =	285	Start Date =	June 14, 2021
Revised Calendar Days =	481	Project Substantial Completion =	October 8, 2022
Remaining Calendar Days =	8	On Schedule:	X YES NO

CONTRACTOR'S CERTIFICATION:
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

Contractor: Moltz Construction, Inc.
By [Signature] Date 9/28/22

ENGINEER'S APPROVAL:
The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Element Engineering LLC
By [Signature] Date 9/29/2022

APPROVED BY OWNER:
Owner: Greatrock WSD
By _____ Date _____

APPLICATION FOR PAYMENT

APPLICATION NO.:

80

10

PERIOD
FROM
TO:

01-Aug-22
31-Aug-22

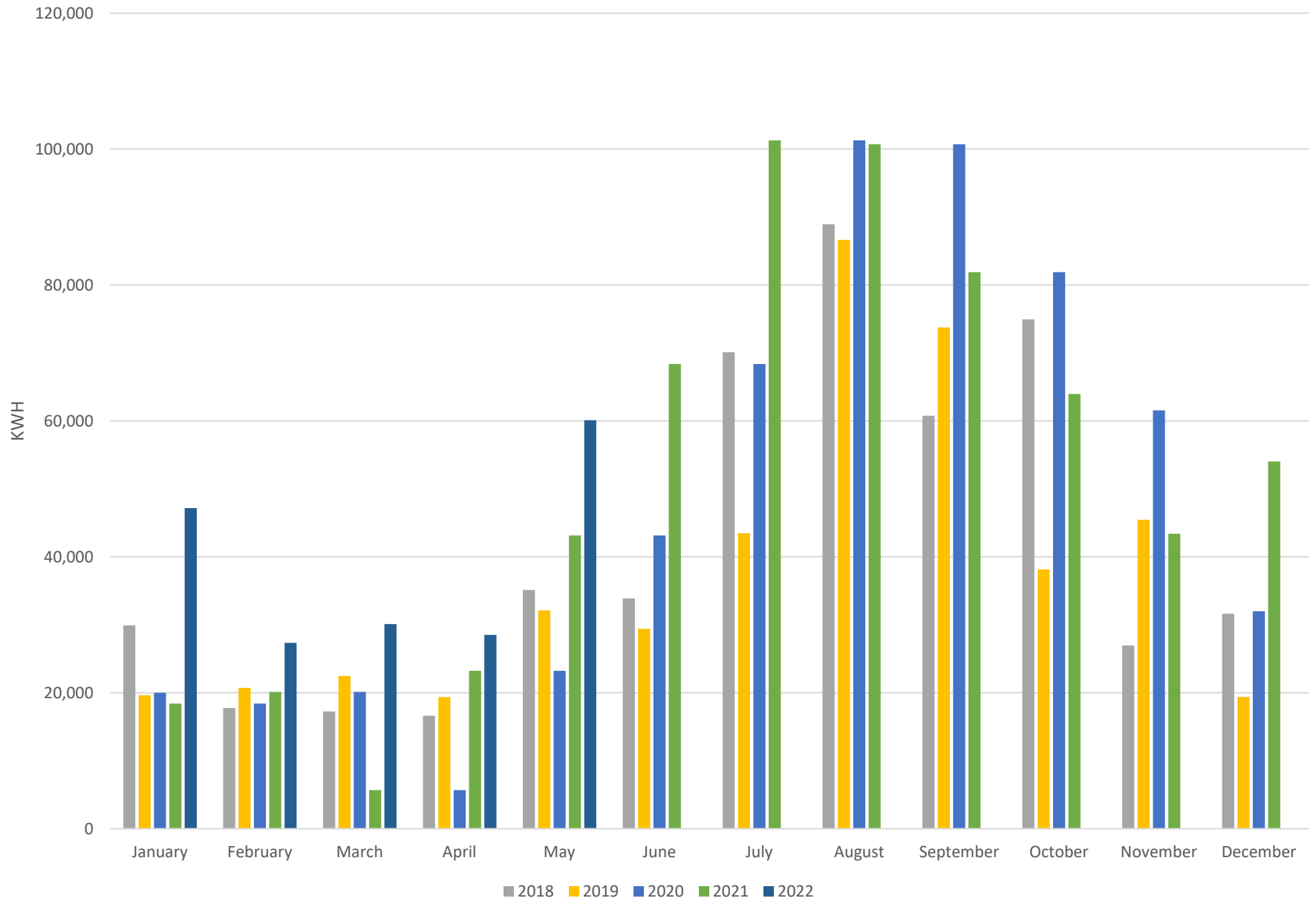
PROJECT: **Greatrock WSD RO WTP**

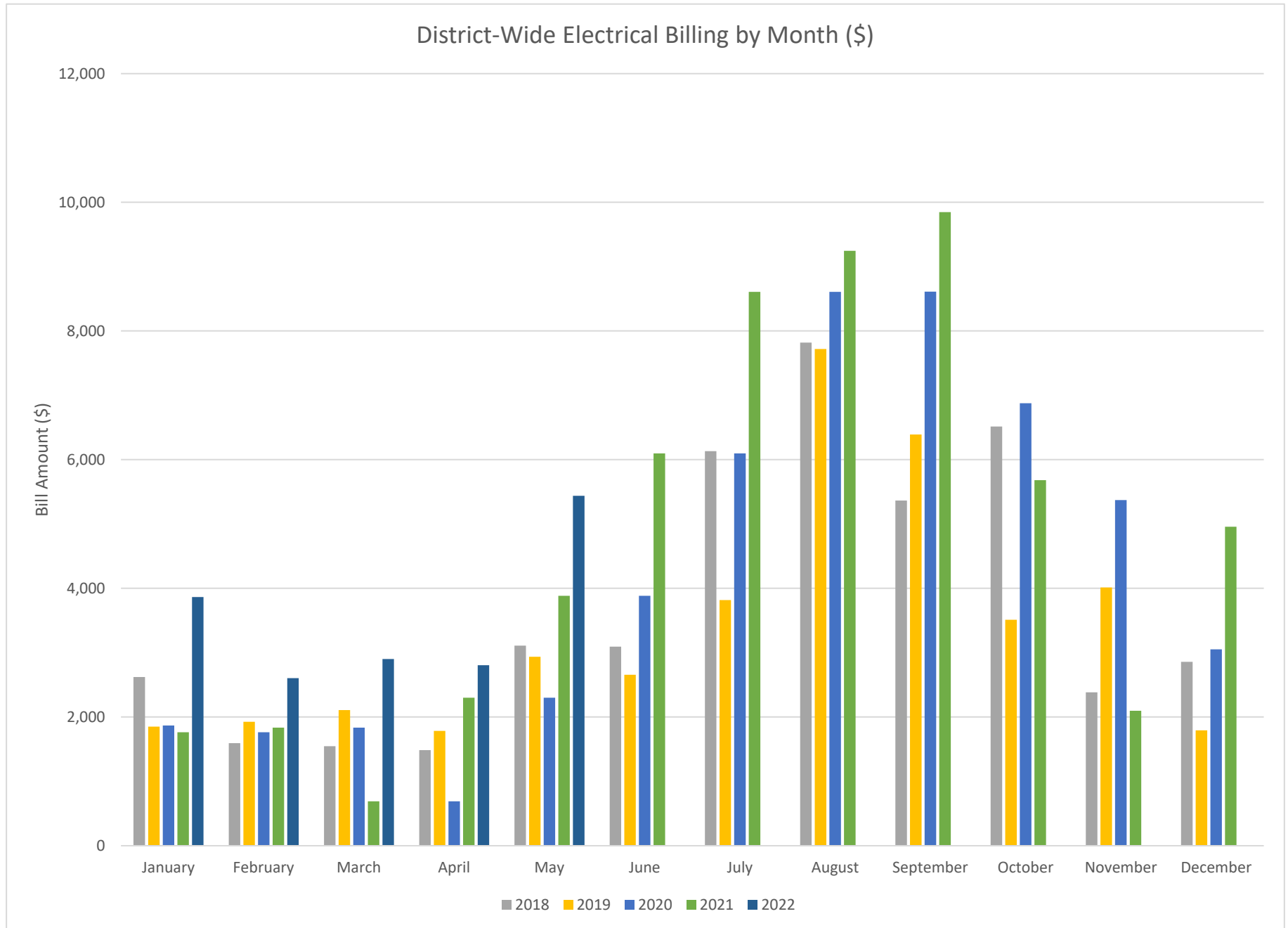
APPLICATION DATE:

9/28/22

ITEM NO.	SUMMARY OF WORK	QNTY	UNIT	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
Schedule of Values														
1	Mob/Demob/Traffic Control	1	LS	\$247,573.00	\$247,573.00			96.00%	\$237,670.09			\$237,670.09	96.00%	96.00%
2	Erosion Control and Site Restoration	1	LS	\$81,760.00	\$81,760.00	3.00	\$2,452.80	97.00%	\$79,307.20			\$81,760.00	97.00%	100.00%
3	Yard Pipe 4in	40	LF	\$755.00	\$30,200.00			100.00%	\$30,200.00			\$30,200.00	100.00%	100.00%
4	Yard Pipe 6in	746	LF	\$111.00	\$82,806.00			100.00%	\$82,806.00			\$82,806.00	100.00%	100.00%
5	Yard Pipe 12in	405	LF	\$168.00	\$68,040.00			100.00%	\$68,040.00			\$68,040.00	100.00%	100.00%
6	Yard Pipe Concentrate	126	LF	\$117.00	\$14,742.00			100.00%	\$14,742.00			\$14,742.00	100.00%	100.00%
7	Process Building Fdn & Slab	1	LS	\$189,773.00	\$189,773.00			100.00%	\$189,773.00			\$189,773.00	100.00%	100.00%
8	Pre-Engineered Metal Building	1	LS	\$934,865.00	\$934,865.00	5.00	\$54,469.35	94.17%	\$880,395.65			\$934,865.00	94.17%	100.00%
9	Install of Owner Procured Equip	1	LS	\$17,353.00	\$17,353.00			100.00%	\$17,353.00			\$17,353.00	100.00%	100.00%
10	Sodium Hypochlorite Feed Sys	1	LS	\$29,083.00	\$29,083.00			100.00%	\$29,083.00			\$29,083.00	100.00%	100.00%
11	Interior Process Piping & Appurts	1	LS	\$112,734.00	\$112,734.00			100.00%	\$112,734.00			\$112,734.00	100.00%	100.00%
12	Yard Electrical & Irrigation Piping	1	LS	\$107,153.00	\$107,153.00			100.00%	\$107,153.00			\$107,153.00	100.00%	100.00%
13	Demo of Existing WTP Interior Piping	1	LS	\$8,095.00	\$8,095.00									
14	CDOT Class 6 Road Base 6in Deep	63	CY	\$74.00	\$4,662.00	80.00	\$3,729.60	20.00%	\$932.40			\$4,662.00	20.00%	100.00%
15	Septic System and Leach Field	1	LS	\$23,036.00	\$23,036.00			100.00%	\$23,036.00			\$23,036.00	100.00%	100.00%
16	Process Instruments	1	LS	\$144,740.00	\$144,740.00			100.00%	\$144,740.00			\$144,740.00	100.00%	100.00%
	TOTAL				\$2,096,615.00		\$60,651.75		\$2,017,965.34			\$2,078,617.09	99.14%	99.14%
ITEMIZED CHANGE ORDERS														
	CO1 - Roofing Change	1	LS	-\$17,536.00	-\$17,536.00			100.00%	-17536			-\$17,536.00	100.00%	100.00%
	CO2 - Schedule Update	1	LS	\$10,973.00	\$10,973.00			100.00%	10973			\$10,973.00	100.00%	100.00%
	CO3 - Concentrate Pipeline	1	LS	\$371,222.00	\$371,222.00			100.00%	371,222.00			\$371,222.00	100.00%	100.00%
	CO4 - Irrigation Line	1	LS	-\$5,002.00	-\$5,002.00			100.00%	-5,002.00			-\$5,002.00	100.00%	100.00%
	CO5 - Valve Box	1	LS	\$7,185.00	\$7,185.00	100	\$7,185.00					\$7,185.00		100.00%
	CO6 - FO#2 - Stud Revisions	1	LS	\$7,974.00	\$7,974.00			100.00%	7974			\$7,974.00	100.00%	100.00%
	CO7 - Added Valves on Pipeline	1	LS	\$16,266.00	\$16,266.00			100.00%	16266			\$16,266.00	100.00%	100.00%
	CO8 - Doghouse at 6" FW Waterline	1	LS	\$4,690.00	\$4,690.00			100.00%	4690			\$4,690.00	100.00%	100.00%
	CO9 - Pipeline Changes	1	LS	-\$650.00	-\$650.00	100	-\$650.00					-\$650.00		100.00%
	CO10 - Substantial Completion Update	1	LS	\$0.00	\$0.00	100	\$0.00	100.00%				\$0.00	100.00%	100.00%
	CO11 - Additional Asphalt Repair	1	LS	\$7,988.00	\$7,988.00	100	\$7,988.00					\$7,988.00		100.00%
	CO12 - Remote Access to PLC	1	LS	\$1,687.00	\$1,687.00	100	\$1,687.00					\$1,687.00		100.00%
	sub total			\$404,797.00	\$404,797.00		\$16,210.00		\$388,587.00			\$404,797.00	96.00%	100.00%
	TOTAL				\$404,797.00		\$16,210.00		\$388,587.00			\$404,797.00		

District-Wide Energy Use by Month (KWH)







**GREATROCK NWSD
REVERSE OSMOSIS WTP
PAYMENT APPLICATION**

PROJECT NO: 2125 83
PARTIAL PAYMENT EST NO. 10
PAGE 1 OF 2

OWNER:
Greatrock WSD

CONTRACTOR:
Moltz Construction, Inc.

PERIOD OF ESTIMATE:
FROM : August 1, 2022 to August 31, 2022

CONTRACT CHANGE ORDER SUMMARY			
CHANGE ORDER NO.	Agency Approval Date	AMOUNT	
		Additions	Deductions
1	3/3/2022		\$17,536.00
2	5/9/2022	\$10,973.00	
3	5/9/2022	\$371,222.00	
4	5/16/2022		\$5,002.00
5	5/16/2022	\$7,185.00	
6	7/7/2022	\$7,974.00	
7	7/25/2022	\$16,266.00	
8-12	8/11/2022	\$13,715.00	
TOTALS		\$427,335.00	\$22,538.00

ESTIMATE	
1. Original Contract	\$2,096,615.00
2. Change Orders	\$404,797.00
3. Revised Contract (1&2)	\$2,501,412.00
4. Work Completed *	\$2,483,414.09
5. Stored Materials*	\$0.00
6. Subtotal (4 & 5)	\$2,483,414.09
7. Retainage* (5%)	\$124,170.70
8. Previous Payments	\$2,286,224.72
9. Amount Due (6-7-8)	\$73,018.67

*Detailed breakdown attached -

CONTRACT TIME

Original Calendar Days = 285 Start Date = June 14, 2021
 Revised Calendar Days = 481 Project Substantial Completion = October 8, 2022
 Remaining Calendar Days = 8 On Schedule: X YES NO

CONTRACTOR'S CERTIFICATION:
 The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

Contractor: Moltz Construction, Inc.
 By [Signature] Date 9/28/22

ENGINEER'S APPROVAL:
 The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Engineer: Element Engineering LLC
 By [Signature] Date 9/29/2022

APPROVED BY OWNER:
 Owner: Greatrock WSD
 By _____ Date _____

APPLICATION FOR PAYMENT

APPLICATION NO.:

84

10

PERIOD
FROM
TO:

01-Aug-22
31-Aug-22

PROJECT: **Greatrock WSD RO WTP**

APPLICATION DATE:

9/28/22

ITEM NO.	SUMMARY OF WORK	QNTY	UNIT	UNIT PRICE	EXTENDED AMOUNT	% WORK COMPLETE THIS PERIOD	DOLLAR AMOUNT THIS PERIOD	% WORK COMPLETE PREVIOUS PERIOD	DOLLAR AMOUNT PREVIOUS PERIOD	STORED MATERIAL TO DATE	QNTY OR UNIT PRICE ADJUST	TOTAL DOLLAR AMOUNT TO DATE	% TOTAL work complete and stored	% TOTAL WORK COMPLETE TO DATE
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1	Mob/Demob/Traffic Control	1	LS	\$247,573.00	\$247,573.00			96.00%	\$237,670.09			\$237,670.09	96.00%	96.00%
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5	Yard Pipe 12in	405	LF	\$168.00	\$68,040.00			100.00%	\$68,040.00			\$68,040.00	100.00%	100.00%
6	Yard Pipe Concentrate	126	LF	\$117.00	\$14,742.00			100.00%	\$14,742.00			\$14,742.00	100.00%	100.00%
7	Process Building Fdn & Slab	1	LS	\$189,773.00	\$189,773.00			100.00%	\$189,773.00			\$189,773.00	100.00%	100.00%
8	Pre-Engineered Metal Building	1	LS	\$934,865.00	\$934,865.00	5.00	\$54,469.35	94.17%	\$880,395.65			\$934,865.00	94.17%	100.00%
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11	Interior Process Piping & Appurts	1	LS	\$112,734.00	\$112,734.00			100.00%	\$112,734.00			\$112,734.00	100.00%	100.00%
12	Yard Electrical & Irrigation Piping	1	LS	\$107,153.00	\$107,153.00			100.00%	\$107,153.00			\$107,153.00	100.00%	100.00%
13	Demo of Existing WTP Interior Piping	1	LS	\$8,095.00	\$8,095.00									
14	CDOT Class 6 Road Base 6in Deep	63	CY	\$74.00	\$4,662.00	80.00	\$3,729.60	20.00%	\$932.40			\$4,662.00	20.00%	100.00%
15	Septic System and Leach Field	1	LS	\$23,036.00	\$23,036.00			100.00%	\$23,036.00			\$23,036.00	100.00%	100.00%
16	Process Instruments	1	LS	\$144,740.00	\$144,740.00			100.00%	\$144,740.00			\$144,740.00	100.00%	100.00%
	TOTAL				\$2,096,615.00		\$60,651.75		\$2,017,965.34			\$2,078,617.09	99.14%	99.14%

ITEMIZED CHANGE ORDERS														
	CO1 - Roofing Change	1	LS	-\$17,536.00	-\$17,536.00			100.00%	-17536			-\$17,536.00	100.00%	100.00%
	CO2 - Schedule Update	1	LS	\$10,973.00	\$10,973.00			100.00%	10973			\$10,973.00	100.00%	100.00%
	CO3 - Concentrate Pipeline	1	LS	\$371,222.00	\$371,222.00			100.00%	371,222.00			\$371,222.00	100.00%	100.00%
	CO4 - Irrigation Line	1	LS	-\$5,002.00	-\$5,002.00			100.00%	-5,002.00			-\$5,002.00	100.00%	100.00%
	CO5 - Valve Box	1	LS	\$7,185.00	\$7,185.00	100	\$7,185.00					\$7,185.00		100.00%
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	CO7 - Added Valves on Pipeline	1	LS	\$16,266.00	\$16,266.00			100.00%	16266			\$16,266.00	100.00%	100.00%
	CO8 - Doghouse at 6" FW Waterline	1	LS	\$4,690.00	\$4,690.00			100.00%	4690			\$4,690.00	100.00%	100.00%
	CO9 - Pipeline Changes	1	LS	-\$650.00	-\$650.00	100	-\$650.00					-\$650.00		100.00%
	CO10 - Substantial Completion Update	1	LS	\$0.00	\$0.00	100	\$0.00	100.00%				\$0.00	100.00%	100.00%
	CO11 - Additional Asphalt Repair	1	LS	\$7,988.00	\$7,988.00	100	\$7,988.00					\$7,988.00		100.00%
	CO12 - Remote Access to PLC	1	LS	\$1,687.00	\$1,687.00	100	\$1,687.00					\$1,687.00		100.00%
	sub total			\$404,797.00	\$404,797.00		\$16,210.00		\$388,587.00			\$404,797.00	96.00%	100.00%
	TOTAL				\$404,797.00		\$16,210.00		\$388,587.00			\$404,797.00		

975 Merchant Court
Windsor, CO 80550
Phone: (970) 330-3248
Fax: (970) 330-5623



Moltz Construction, Inc.

CHANGE ORDER	12	ROUTING	DATE SENT	DATE RECEIVED
OWNER: Greatrock NWSD		Contractor/ Engineer	September 14, 2022	
PROJECT: Greatrock NWSD RO WTP		Engineer/ Owner		
CONTRACTOR / SUBCONTRACTOR:	MOLTZ	REQUESTED RESPONSE DATE	September 14, 2022	
Construction Job # or Proposal #:	2125			

CONTRACTOR REQUEST

The following changes to the contract are being considered:

This proposal covers the cost to supply, install and configure (1) Ewon Flexy for secure remote access to PLC.

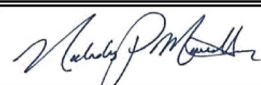
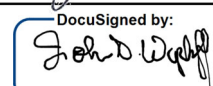
- This change is associated with a Work Change Directive (WCD), Proposal Request (PR) or Change Order (CO)
- Have submitted quotation for performing change
- Other: Request from Engineer/Operator

Requested Change Value: \$ 1,687.00
Requested Additional Contract Time _____ days

	<u>Costs (Dollars)</u>	<u>Time (Days)</u>
<input checked="" type="checkbox"/> Add	<u>\$1,687.00</u>	<u>0</u>
<input type="checkbox"/> Deduct	_____	_____

By: Bryan Geha **Date:** 9/14/2022

NOTES:

Element Engineering
 Approved By:  **Date:** 9/20/2022
 Greatrock District Rep
 Approved By:  **Date:** 9/21/2022
DocuSigned by: John D. Wolff
 BF96E2EFB00441F...

Change Order Item ~ 12 ~ Moltz Construction, Inc.



Project: Greatrock NWS RO WTP
 Date Prepared: September 14, 2022
 Description of Change: Add Remote Access to PLC
 Reference Documents: HOA Quote Attached (Attach WCD, PR or CO if relevant)

#	DESCRIPTION	Unit	Qty	LABOR		MATERIAL		SUBCONTRACT		EQUIPMENT		OTHER		TOTAL
				MH Unit	MH Cost	Total MH	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	HOA to add Remote Access to PLC	LS	1		0.00	\$0.00	\$0.00	1586	\$1,586.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,586.00
3					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
4					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
5					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
6					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
7					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
8					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
9					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
10					0.00	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	\$0.00
SUBTOTALS					0.00	\$0.00	\$0.00		\$1,586.00		\$0.00		\$0.00	\$1,586.00

LABOR BURDEN (Labor \$)	32%	\$0.00
COST OF WORK LESS SUBCONTRACTS (COWLS) ¹		\$0.00
MARKUP (COWLS)	10.00%	\$0.00
MARKUP (SUBCONTRACTS)	5.00%	\$79.30
TOTAL (COWLS + SUBCONTRACTS + MARK-UPS)		\$1,665.30
Bonds & Insurance	1.25%	\$20.82
Small Tools		\$0.00
GRAND TOTAL		\$1,686.12
NET CHANGE (ACTUAL)		\$1,686.12
NET CHANGE (ROUNDED)		\$1,687.00

NOTES:

1 - Cost of Work is the total cost of Labor, Material, Subcontracts, Equipment, Other, Labor Burden, Inland Marine, Per Diem and Small Tools
 2 - Bond fee only applies if PCC is not covered under previously bonded funds

Hydro Optimization and Automation
 2601 West "L" Street, Ste. 1, Lincoln, NE 68522
 Phone: 402-467-3750 Fax: 402-467-1568



To:	Company: Moltz Construction Contact: Address: 975 Merchant Court State/Zip Code: Windsor, CO Phone:
------------	--

Date	Proposal Submitted to:	Quote#	Terms	JOB
9/14/2022	Great Rock North WSD		Net 30	
Exp. (see below)				
Item Number	Description	Quantity	Unit Price	Total Price
1	Includes: <i>One (1) Ewon Flexy for secure remote access to PLC</i> <i>Includes installation and configuration</i>	1	\$ 1,586.00	\$1,586.00
SPECIAL NOTES:				
				\$1,586.00

Delivery: TBD

This Quote Does NOT Include Taxes

MFG. Restocking fee(s) will apply.

Tuesday, December 13, 2022

Authorized by: Troy Euse

Disclaimer

Expiration Date

Hydro Optimization and Automation Solutions

2601 West "L" Street, Ste. 1, Lincoln, NE 68522
Phone: 402-467-3750 Fax: 402-467-1568



88

Signature for Price

Price

Date

Lead Times

Due to current volatility in our supply chain, our current lead time for this project is estimated to be 6-8 months. This lead time can improve but can also worsen. HOA Solutions will be in constant contact with the general contractor on any lead time changes.

Terms

Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past invoice date

Payment Schedule

25% Payment required at time of purchase order.

****Unless****

50% Payment at the time of equipment delivery.

****Otherwise****

15% Payment at the time of Startup/Commissioning.

****Specified****

10% Payment at the time HOA has completed Punch List.

Trips

HOA has included a limited number of trips for installation and commissioning for this project. Proper correspondence and preparedness by all parties will be required to keep from wasting trips to the site. Additional trips by HOA due to equipment not being properly installed and wired, or the inability to perform our duties due to lack of preparation by other contractors or project leaders are subject to charge.

Taxes

No sales tax is included in this pricing.

Warranty

System warranty is for 1-year from date of substantial completion.

Prompt Payment Act - LB 552

The Nebraska Prompt Payment Act, requires that Subcontractors shall be paid within ten days after the Contractor has been paid. This applies to both periodic payments and final payments. All invoices not paid within this time frame are eligible for an interest rate of one percent per month.

The Nebraska Prompt Payment Act, also requires that all retainage for work completed shall be paid within 45 days of substantial completion and subcontractors will be paid all retainage for work completed within 10 days of the Contractor being paid.

HOA Solutions has been experiencing unwarranted delays in payment, which have a financial impact on our business. HOA Solutions will begin charging 1% per month interest rate for all retainage not paid within 60 days of substantial completion when HOA Solutions has no outstanding Punch List items.

For more information, you can visit:

<https://nebraskalegislature.gov/laws/statutes.php?statute=45-1201>

Signature for Terms

Date

Certificate Of Completion

Envelope Id: 0098C863008C44F285EFB922E2B2C1A6	Status: Completed
Subject: Please DocuSign: Greatrock North WSD - CO_12_Remote Access to PLC_Element Approved.pdf	
Client Name: Greatrock North WSD	
Client Number: 011-046103-OS00-2022	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 67.176.12.84

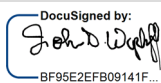
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
9/21/2022 7:09:21 PM	Cindy.Jenkins@claconnect.com	

Signer Events

John D. Wyckoff
 johndwyckoff@aol.com
 Vice President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 BF95E2EFB09141F...

Signature Adoption: Drawn on Device
 Using IP Address: 97.122.210.45
 Signed using mobile

Timestamp

Sent: 9/21/2022 7:12:16 PM
 Viewed: 9/21/2022 9:18:12 PM
 Signed: 9/21/2022 9:20:51 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/31/2022 4:22:26 PM
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**Greatrock North Water & Sewer District
ORC Report
October 13, 2022**

Rocking Horse Farms Tank Fill Valve

The RHF Tank fill valve is experiencing ongoing issues with automatic control. REC and TLECC verified the issues are not electrical or SCADA control problem. A local CLA-Valve representative was contacted to schedule a site visit to inspect the valve to determine the best course of action moving forward. In the meantime, tank fill is being manually controlled by REC.

Update – Local CLA-Valve Representative, Pipestone Equipment, onsite to access RHF fill valve. Pipestone Equipment believes the control issues are due to an internal pressure loss through the internal components of the valve. REC is coordinating with Element Engineering to develop a plan to isolate the valve for inspection. Presently there is no isolation valve within the PRV pit and no valves indicated on plant drawings. Repair and/or replacement will need to take place during low demand season due to the inability to fill the tank while the valve is out of service.

Update – Site walk-through schedule for the first week of January with Element Engineering to review site layouts and develop plans for repairs.

Update – Site walk-thru completed with Element Engineering and Moltz Construction. After reviewing of site layout and plans it is confirmed there is no known isolation valve for the RHF tank fill valve. Element Engineering and REC developing plans for repair, but it is likely an insertion type isolation valve will need to be installed before replacement of the RHF fill valve.

Update – Element Engineering is developing the scope of work for Moltz Construction to repair.

Laramie Fox Hills 3 Well

The VFD for the Laramie Fox Hills has failed and will need to be replaced. Operations responded to a good failure alarm and found the VFD screen unresponsive. REC ESD was called onsite to further troubleshoot and found the VFD had experienced an electrical issue causing many of the internal components to be damaged. The VFD has been bypassed allowing LFH3 to be used at full speed for augmentation. REC ESD is presently working on pricing and availability for a replacement VFD and will submit an estimate once this information is received.

Update – VFD replacement was approved during the previous month's board meeting however REC ESD is sourcing an alternative VFD due to the long lead time of the original replacement. The updated quote has been forwarded for approval.

Update – VFD for LF3 is on order with an anticipated delivery of estimated delivery of July 2022.

Update – VFD for LF3 has shipped with anticipated delivery the week of 8/29/22.

Update – VFD for LF3 was received and installed the week of 9/15/22

Augmentation

On 9/2/22 BBA Water requested augmentation of 155 GPM; the request was completed on 9/2/22

On 9/15/22 BBA Water requested augmentation of 135 GPM; the request was completed on 9/15/22

On 9/26/22 BBA Water requested augmentation of 50 GPM; the request was completed on 9/27/22.

Additional Services

REC replaced meter registers and endpoints at 28205 E 16th Ave and 16751 Iredell St.

Backflow device inspections completed on all district devices. Greatrock North Tank site device failed inspection and rebuild parts were placed on order.

REC assisted with the repair of residential service lateral damaged by contractors when the concentrate line was relocated on Rayburn Ave.

Generator inspections and preventative maintenance were completed by Generator Source on all generators the week of 9/12/22. No issues identified at this time.

REC assisted HOA Solutions with PLC/SCADA upgrades at Box Elder WTP and remote sites the week of 9/12/22. Due to unforeseen issues facilities were staffed overnight until issues were resolved. No further issues identified at this time.

Water Quality

Month	ALV 1		ALV2		BECR		RHF		GRN	
	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L
September					777	309	792	302	772	308
August					778	382	758	308	762	312
July	1031	503	1037	497	709	324	718	327	742	314
June					718	321	689	298	693	302
May					691	277	762	313	743	308
April	1050	433	795	415	495	165	385	125	369	118
March					387	128	572	219	513	190
February	846	388	824	387	553	297	699	299	723	292
January					658	275	678	265	662	268
December					675	295	658	282	638	291
November	1087	451	1180	450	621	237	653	240	643	238
October					684	244	432	145	470	155
September					333	100	362	111	355	109
Minimum	846	388	795	387	333	100	362	111	355	109
Maximum	1087	503	1180	497	778	382	792	327	772	314
Average	1004	444	959	437	621	258	628	249	622	247