

GREATROCK NORTH WATER AND SANITATION DISTRICT

8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
(P) 303-779-5710 (F) 303-779-0348
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 REGULAR MEETING AND AGENDA

DATE: Tuesday, December 5, 2023
TIME: 4:30 P.M.
LOCATION: Reverse Osmosis Water Treatment Plant
16373 Rayburn Street
Hudson, CO 80642

AT LEAST ONE INDIVIDUAL, INCLUDING CERTAIN BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT WILL BE PHYSICALLY PRESENT AND WILL ATTEND THIS MEETING IN PERSON AT THE ABOVE-REFERENCED LOCATION. HOWEVER, CERTAIN OTHER BOARD MEMBERS AND CONSULTANTS OF THE DISTRICT MAY ATTEND THIS MEETING VIA TELECONFERENCE, OR WEB-ENABLED VIDEO CONFERENCE. MEMBERS OF THE PUBLIC WHO WISH TO ATTEND THIS MEETING MAY CHOOSE TO ATTEND VIA TELECONFERENCE OR WEB-ENABLED VIDEO CONFERENCE USING THE INFORMATION 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_MjFmNDJmNTQtM2FkNi00NWM0LWI3Y2MtYzRkYmYxZjA5ZTk3%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: **869 468 362#**

| <u>Board of Directors:</u> | <u>Office</u> | <u>Term Expires</u> |
|----------------------------|----------------|---------------------|
| John D. Wyckoff | President | May, 2025 |
| Robert W. Fleck | Vice President | May, 2027 |
| Lisa Jacoby | Treasurer | May, 2025 |

Greatrock North Water and Sanitation District
December 5, 2023 Agenda

| | | |
|-----------------|---------------------|-----------|
| Brian K. Rogers | Secretary | May, 2027 |
| Brenda Adams | Assistant Secretary | May, 2025 |

Consultants:

| | |
|------------------------------|---|
| Lisa A. Johnson | District Manager |
| Jennifer Gruber Tanaka, Esq. | District General Counsel |
| Allison Fogg, Esq. | |
| Nicholaus Marcotte, PE | District Engineer |
| Mike Murphy | District Operator in Responsible Charge |

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).
- E. Approval of 2023 Master Services Agreement (“MSA”) and Statements of Work (“SOW”) with CliftonLarsonAllen LLP for management, accounting and billing services (enclosures – 004a, 004b, 004c, and 004d).

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 November 7, 2023 regular meeting (enclosure – 005).
 2. Ratify approval of the payment of claims for the period ending November 27, 2023, in the amount of \$190,649.84 (enclosure – 006).
 3. Acceptance of unaudited financial statements for the period ending October 31, 2023, Schedule of Cash Position updated as of November 20, 2023, and Inclusion Summaries (enclosure - 007).
 4. Operations and Maintenance Activities Report (to be distributed – 008).
 5. Review meter installation report (enclosure – 009).
 6. Approval of engagement letter from Hayes Poznanovic Korver LLC to include 2024 billing rates (enclosure – 010).
 7. Approval of Ninth Addendum to Independent Contractor Agreement with Bishop-Brogden Associates, Inc. for Water Rights Acquisition Services (enclosure – 011).
 8. Approval of Ninth Addendum to Independent Contractor Agreement with Bishop-Brogden Associates, Inc. for Water Rights Engineering Services (enclosure – 012).
 9. Approval of Twelfth Addendum to Independent Contractor Agreement with Ramey Environmental Compliance, Inc. for Operator in Responsible

Greatrock North Water and Sanitation District
December 5, 2023 Agenda

- Charge Services (enclosure – 013).
10. Approval of 2023 Audit Engagement Letter and Agreed Upon Procedures for EDOP from Schilling & Co. (to be distributed – 0014a and 0014b).
 11. Approval of Ninth Addendum to Independent Contractor Agreement with Elite Industries, Inc. for Landscape Maintenance Services (enclosure – 015).
 12. Approval of Fifth Addendum to Independent Contractor Agreement with Generator Source LLLP, d/b/a Diesel Service and Supply for Generator Preventative Maintenance Services (enclosure – 016).
 13. Approval of Fourth Addendum to Independent Contractor Agreement with Action Fire Hydrant Service, LLC (enclosure – 017).
 14. Approval of Fourth Addendum to Independent Contractor Agreement with Element Engineering for General Engineering Services (enclosure – 018).
 15. Approval of Third Addendum to Independent Contractor Agreement with Northern Colorado Constructors (enclosure – 019).
 16. Approval of First Addendum to Independent Contractor Agreement with American West Construction (enclosure - 020).
 17. Approval of First Addendum to Independent Contractor Agreement with Hydro Optimization and Automation Solutions (enclosure - 021)
 18. Terminate the Independent Contractor Agreement with Element Engineering for RO Treatment/Support (enclosure - 022).

III. FINANCIAL MATTERS

A. Discuss changes to Fees and Charges.

1. Discuss water rate model related to 2024 water rates (enclosure – 023).
2. Review and consider adopting Resolution No. 2023-12-01: Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water Services and Facilities (enclosure – 024).
3. Review and consider adopting Resolution No. 2023-12-02: Resolution Amending Rules and Regulations (2019 Reissuance) and Appendix A (enclosure – 025).

IV. ENGINEER’S REPORT (enclosure – 026)

A. Capital Projects Update

1. Third Alluvial Well
2. Evaporation Pond
3. Reverse Osmosis Treatment Facility

V. OPERATIONS AND MAINTENANCE MATTERS (ORC Report – to be distributed – 027).

VI. LEGAL MATTERS

VII. OTHER MATTERS

VIII. COMMUNITY COMMENTS (ITEMS NOT ON THE AGENDA ONLY. COMMENTS

Greatrock North Water and Sanitation District
December 5, 2023 Agenda

LIMITED TO 3 MINUTES PER PERSON AND TAKEN IN ORDER LISTED ON SIGN UP SHEET).

IX. ADJOURNMENT

**THE NEXT MEETING IS SCHEDULED
for Tuesday, January 2, 2024
at 4:30 p.m.**

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| 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. 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. |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|-------------------|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|---|
| | | | | | | | | | | 08/29/2022 – Jay is working with Nick and Mike on punch list items. 10/05/2022 – 17 SDF’s paid to date. 02/28/2023 – Jay has provided all documents necessary for staff to finalize the initial acceptance of water improvements. 03/28/2023 – Amended Warranty Agreement was transmitted to Jay for his review and execution. 4/25/2023 – LOC received. Board to ratify warranty agreement at the May meeting. 7/4/2023 – final acceptance scheduled for Spring of 2024. 07/21/2023 – HHI amendment approved by the Board in July. 9/22/2023 = 22 SDF’s collected 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. |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|--------------------------------|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|--|
| | | | | | | | | | | 06/01/2022 – 10 SDF’s collected to date. 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. 10/25/2022 – The Board accepted the improvements subject to final review by counsel and President Wyckoff. 02/28/2023 – Erin is working with the developer’s bank to acquire LOC and then documents to finalize initial acceptance will be finalized. 4/25/2023 – LOC received. Board to ratify warranty agreement at May meeting. 07/04./2023 – final acceptance due in Spring of 2024. |
| 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, |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|--------------|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|---|
| | | | | | | | | | | <p>Board to consider moving forward with condemnation proceedings.</p> <p>1/7/2021: New list started. Items preceding 2021 on prior action items lists.</p> <p>1/7/2021: Brad to review options available to expedite process through CDPHE.</p> <p>1/20/2021: Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed 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</p> |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|----------------------------|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|--|
| | | | | | | | | | | <p>ADCO the week of May 30, 2022. 6/28/22 – reports and submittals made to CDPHE and ADCO. 10/25/2022 – Nick responded to comments from Adams County. 02/28/2023 – Board determined to use CMAR process. Nick is working with Jennifer and Erin to document process for bidding, contract docs. etc. 05/19/2023 – invitation to bid will be published the week of 5/29/2023. Bids are due by 6/23/2023. Board to take action at the July meeting. 8/18/2023 – Nick is finalizing the contract and will send for execution, Kick-off meeting scheduled next week. 9/23/2023 – Planning commission meeting scheduled in October and BOCC meeting in November for approval with ADCO. 11/17/2023 – Planning Commission and BOCC approved the project. Nick is waiting on CDPHE approval.</p> |
| 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. 1/5/2021: No comments received from CDPHE yet. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 4/9/2021: Nick will follow up with CDPHE on status of final project approval. Bids are due by April 16, 2021. 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. 7/6/2021: Nick to prepare major PUD amendment and process through Adams County 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. 8/5/21: PUD Application submitted to Adams County. 8/20/21: Contractor requested permission to mobilize onsite. Permission granted. 9/16/21: Pre-construction meeting held to discuss access and begin site stage.</p> |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|--------------|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|--|
| | | | | | | | | | | 12/28/2021 – Nick and John attended planning commission meeting. Planning Commission approved the plan and recommends approval by BOCC in January. 1/11/22 – Nick and John attended the BOCC meeting. The project was approved at this meeting. 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. 2/23/2022 – Project began in February. 3/25/2022 – Pay Apps 1-3 have been submitted and CO#1 has been submitted. 06/01/2022 – CO’s 2-5 have been approved and pay apps 1-6 as well. 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. 10/25/2022 – Substantial completion was provided to Moltz. 02/28/2023 – furniture has been installed. Staff is working with CMIT on IT proposal and agreement with Comcast for internet service. 3/28/2023 – MSA/SOW received from CMIT and transmitted to Erin for review. 4/25/2023 – CMIT fully executed and equipment ordered. Open Path up and running and Shauna is working on tutorial. 5/19/2023 – electrician to do the work on 5/31/2023. CMIT to schedule the IT installation shortly thereafter. 07/04/2023 – IT installed; television installed. Final IT to be installed on 7/12/2023. 7/21/2023 – REC received a proposal from NCC to provide exploratory digging services in order to determine the source of back pressure to the old building and to replace the south tank isolation valve. BOD to consider at August meeting. 8/18/2023 – Moltz to inspect gap in door as warranty item. Nick to follow up with Moltz. REC to evaluate hot water issue at the plant. 9/22/2023 – ICA finalized with Arctic Electric for general electrical services. |

OPERATIONAL MATTERS

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|---|-----------------|--------------|----------|----------|-------------|------------|-------------|--------------------|----------|---|
| 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. 5/19/2023 – this will be addressed once the new pond is constructed and the existing ponds can be taken offline and maintained. |
| Rocking Horse Farms Control Valves | 5/19/2023 | Nick Mike | | 2 | X | | | | | Automatic fill valve replacement. Nick to draft an exhibit and solicit bids from the district’s contractors. 8/18/2023 -Nick to finalize schematic and send to Mike by end of August. 9/23/2023 – Nick provided Mike the schematic for review. Insertion valves are recommended. Once schematic approved bids will need to be solicited. HOA will also be involved. 11/17/2023 – Nick will review schematic with Mike and finalize. Project can then be bid. |
| SDF analysis and capacity analysis for CC#2 | 5/19/2023 | Nick | | 2 | | | | | X | Work in process. 9/18/2023 – draft capacity analysis report received. Board to review and consider acceptance at their October meeting. SDF analysis will be completed week of 9/25/2023. 10/12/2023 – reports received and included in October agenda. 11/17/2023 – Complete. |
| Valve Replacement | 8/02/2023 | Mike | N/A | 1 | | X | | | | Addendum with NCC prepared and sent to Mike on 8/18/2023. 9/23/2023 – work scheduled for last week of September or first week of October. 11/17/2023 – work in progress. |
| Exploratory Potholing | 8/02/2023 | Mike | N/A | 1 | | X | | | | Addendum with NCC prepared and sent to Mike on 8/18/2023. 9/23/2023 - work scheduled for last week of September or first week of October. 11/17/2023 – work in progress. |

Greatrock North Water and Sanitation District Action Items Status Matrix—2023

| Action Items | Date of Meeting | Assigned To | Deadline | Priority | Not Started | In Process | Reoccurring | Follow up Required | Complete | Notes |
|--|-----------------|-------------|----------|----------|-------------|------------|-------------|--------------------|----------|--|
| | | | | | | | | | | |
| Check Valve replacement at Pump 5 at RHF | 8/18/2023 | Mike | N/A | | | | | | X | Parts are on order. 11/17/2023 – project complete |
| ALV- 1 well cap | 9/23/2023 | Mike | N/A | | | | | | X | Mike identified well cap broken. Applied Ingenuity was contacted for repair. 11/17/2023 – complete |
| Berm at evap. Pond | 10/12/2023 | Mike | ASAP | | | | | | X | Mike solicited a proposal form Mayes Contracting to install berms at the evap. ponds. He is soliciting other bids from LaCoe and NCC if possible. 11/17/2023 - complete |

FINANCIAL MATTERS

ADMINISTRATIVE MATTERS



Date: November 29, 2023

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

From: Lisa A. Johnson, District Manager

Re: December 5, 2023 Manager's Report

Agenda Action Items

II.A. Consent Agenda

1. Approve the Minutes of the November 7, 2023 regular meeting.
2. Ratify approval of the payment of claims for the period ending November 27, 2023, in the amount of \$190,649.84.
3. Acceptance of unaudited financial statements for the period ending October 31, 2023, Schedule of Cash Position updated as of November 20, 2023, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.
6. Approval of engagement letter from Hayes Poznanovic Korver LLC to include 2024 billing rates.
7. Approval of Ninth Addendum to Independent Contractor Agreement with Bishop-Brogden Associates, Inc. for Water Rights Acquisition Services.
8. Approval of Ninth Addendum to Independent Contractor Agreement with Bishop-Brogden Associates, Inc. for Water Rights Engineering Services.
9. Approval of Twelfth Addendum to Independent Contractor Agreement with Ramey Environmental Compliance, Inc. for Operator in Responsible Charge Services.
10. Approval of 2023 Audit Engagement Letter and Agreed Upon Procedures for EDOP from Schilling & Co.
11. Approval of Ninth Addendum to Independent Contractor Agreement with Elite Industries, Inc. for Landscape Maintenance Services.
12. Approval of Fifth Addendum to Independent Contractor Agreement with Generator Source LLLP, d/b/a Diesel Service and Supply for Generator Preventative Maintenance Services.
13. Approval of Fourth Addendum to Independent Contractor Agreement with Action Fire Hydrant Service, LLC.

14. Approval of Fourth Addendum to Independent Contractor Agreement with Element Engineering for General Engineering Services.
15. Approval of Third Addendum to Independent Contractor Agreement with Northern Colorado Constructors.
16. Approval of First Addendum to Independent Contractor Agreement with American West Construction.
17. Approval of First Addendum to Independent Contractor Agreement with Hydro Optimization and Automation Solutions.
18. Terminate the Independent Contractor Agreement with Element Engineering for RO Treatment/Support.

I recommend approval of the consent agenda items.

III.A 2024 Fees and Charges

Water Rate Model – Nick and I will present the water rate model related to rates for 2024 at the meeting.

The resolutions in your packet indicate the increases to the System Development Fee for Country Club Ranchettes #1 that was discussed at a previous meeting.

Review of monthly Water Resumes and Other Water Related Matters

Attorney Poznanovic has reviewed the September resume and did not find any cases he would recommend the district oppose.

Update on other District Related Matters and/or Committee Meetings

Nothing new to report this month.



Special Districts Master Services Agreement

Greatrock North Water and Sanitation District
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111
 MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Greatrock North Water and Sanitation District (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
 - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A.** Workers’ Compensation Insurance
- B.** Commercial General Liability Insurance
- C.** Commercial Automobile Liability Insurance
- D.** General Professional Liability
- E.** Network Security (Cyber) Liability Insurance

F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

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. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors 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 MSA 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 MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA 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.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “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., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Greatrock North Water and Sanitation District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This MSA correctly sets forth the understanding of Greatrock North Water and Sanitation District and is accepted by:

CLA
CliftonLarsonAllen LLP



Jason Carroll, Managing Principal of Office

SIGNED 10/17/2023, 4:43:04 PM CDT

Client
Greatrock North Water and Sanitation District

SIGN: _____

John Wyckoff, President

DATE: _____



Special Districts Public Management Services Statement of Work

Date: October 15, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Greatrock North Water and Sanitation District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Lisa Johnson is responsible for the performance of the engagement and other services identified in this agreement.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Directors (“Board”) Meetings

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

Communications

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

Accounts Payable Services to be Provided

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through December 31, 2024:

| Services performed by | Rate per hour |
|--------------------------------|----------------------|
| Principal | \$320-\$460 |
| Public Manager | \$190-\$265 |
| Assistant Public Manager | \$150-\$180 |
| Public Management Analyst | \$145-\$170 |
| District Administrator | \$140-\$180 |
| Records Retention Professional | \$110-\$155 |

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Lisa Johnson
Principal
303-439-6029
lisa.johnson@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Greatrock North Water and Sanitation District and is accepted by:

CLA
CliftonLarsonAllen LLP

Lisa A. Johnson

Lisa Johnson, Principal

SIGNED 11/2/2023, 2:26:34 PM CDT

Client
Greatrock North Water and Sanitation District

SIGN:

John Wyckoff, President

DATE:



Special Districts Payroll Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Greatrock North Water and Sanitation District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP’s preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 – Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 – Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 – Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

We will not audit or otherwise verify the accuracy or completeness of the information we receive from you for the preparation of the payroll and related returns, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information. However, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our payroll preparation services that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our payroll preparation services regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's payroll that we may not identify as a result of misrepresentations made to us by you.

If applicable, our payroll preparation services will include electronically transmitting management-approved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

Even if you have authorized CLA to file your employment tax returns and make your business and/or employment tax payments for you, please be aware that you are responsible for the timely filing of employment tax returns and the timely payment of business and/or employment taxes. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

| Services performed by | Rate per hour |
|------------------------------|----------------------|
| Payroll Analyst I | \$90-\$95 |
| Payroll Analyst II | \$100-\$110 |
| Senior Payroll Analyst | \$125-\$130 |

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees

billed.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

We do not anticipate encountering the need to perform additional services beyond those described in this letter. Below are examples of services considered to be outside the scope of our engagement. We will bill you for additional services you would like us to provide at an hourly fee at periodic dates after the additional service has been performed.

- Reprocessing for corrected information provided to us subsequent to original payroll
- Preparation of non-standard reports
- Calculation of fringe benefit additions
- Processing retirement plan contribution payments
- Preparation of retirement plan and other census information
- Responding to workers compensation insurance audits
- Responding to employment verification requests
- Preparation of additional state tax registrations
- Preparation of amended payroll tax returns
- Responding to tax notices

Tax examinations

All government forms and returns are subject to potential examination by the IRS and state taxing authorities. In the event of an examination, we will be available, at your request, to assist or represent you subject to a separate SOW. Services in connection with tax examinations are not included in our fee for preparation of your payroll returns. Our fee for such services will be billed to you separately, along with any direct costs pursuant to a separate SOW.

Record retention

You are responsible for retaining all documents, records, payroll journals, canceled checks, receipts, or other evidence in support of information and amounts reported in your payroll records and on your quarterly and calendar year-end payroll forms and tax returns. These items may be necessary in the event the taxing authority examines or challenges your returns. These records should be kept for at least seven years. Your copy of the payroll forms and tax returns should be retained indefinitely.

In preparing the payrolls, payroll forms, and tax returns, we rely on your representation that you understand and have complied with these documentation requirements. You are responsible for the proper recording of transactions in the books of accounts, for the safeguarding of assets, and for the substantial accuracy of your financial records.

All of the records that you provide to us to prepare your payrolls and related forms and tax returns will be returned to you after our use. Our working papers, including any copies of your records that we chose to make, are our property and will be retained by us in accordance with our established records retention policy. This policy states, in general, that we will retain our working papers for a period of seven years. After this period expires, our working papers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The working papers and files of our firm are not a substitute for the records of you.

Tax consulting services

This SOW also covers tax consulting services that may arise for which the entity seeks our consultation and advice, both written and oral, that are not the subject of a separate SOW. These additional services are not included in our fees for the preparation of the payroll and related federal and state forms and tax returns.

We will base our tax analysis and conclusions on the facts you provide to us, and will not independently verify those facts. We will review the applicable tax authority rules, all of which are subject to change. At your request, we will provide a memorandum of our conclusions. Written advice provided by us is for the entity's information and use only and is not to be provided to any third party without our express written consent.

Unless we are separately engaged to do so, we will not continuously monitor and update our advice for subsequent changes or modifications to the tax regulations, or to the related judicial and administrative interpretations.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Greatrock North Water and Sanitation District and is accepted by:

CLA
CliftonLarsonAllen LLP



Jason Carroll, Managing Principal of Office

SIGNED 10/19/2023, 12:26:32 PM EDT

Client
Greatrock North Water and Sanitation District

SIGN: _____

John Wyckoff, President

DATE: _____



Special Districts Preparation Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Greatrock North Water and Sanitation District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare monthly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
 - Be available during the year to consult with you on any accounting matters related to the district
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present to management and the board of directors
 - Develop and track key business metrics as requested and review periodically with the board of directors
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report on cash flows
 - Assist with bank communications
 - Perform other non-attest services

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services - financial statements

We will prepare the monthly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare monthly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The monthly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
 - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii) Additional information that may be requested for the purpose of the engagement.
 - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through **December 31, 2024**:

| Services performed by | Rate per hour |
|------------------------------|----------------------|
| Principal | \$300-\$600 |
| Consulting CFO | \$290-\$400 |
| Consulting Controller | \$240-\$380 |
| Assistant Controller | \$210-\$290 |
| Senior | \$150-\$220 |
| Staff | \$130-\$190 |
| Administrative Support | \$120-\$170 |

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Greatrock North Water and Sanitation District and is accepted by:

CLA
CliftonLarsonAllen LLP



Jason Carroll, Managing Principal of Office

SIGNED 10/19/2023, 8:14:48 AM MDT

Client
Greatrock North Water and Sanitation District

SIGN: _____

John Wyckoff, President

DATE: _____

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT NOVEMBER 7, 2023

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, November 7, 2023, at 4:30 p.m. at the Reverse Osmosis Water Treatment Plant, 16373 Rayburn Street, Hudson, CO 80642. This District Board meeting was also held virtually via Microsoft Teams and by conference call. The meeting was open to the public.

ATTENDANCE

Directors in attendance:

John D. Wyckoff; President
Robert W. Fleck; Vice President
Brenda Adams; Assistant Secretary
Lisa Jacoby; Treasurer
Brian K. Rogers, Secretary

Also in attendance were:

Lisa Johnson, Shauna D’Amato, Jason Carroll, and Jill Giordano;
CliftonLarsonAllen LLP (“CLA”)
Mike Murphy; Ramey Environmental Compliance, Inc. (“REC”)
Nicholaus Marcotte, PE; Element Engineering LLC

ADMINISTRATIVE MATTERS

Disclosures of Potential Conflicts of Interest: The meeting was called to order. The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. It was noted that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting. Director Adams noted that she serves on the HOA Board for Box Elder Creek Ranch.

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved the Agenda, as presented.

Board of Director’s Report: Director Wyckoff reported that the electrician will be out next week to wire the control panels in the meeting room at the Reverse Osmosis Treatment Facility.

District Manager’s Report: The Board reviewed the monthly Manager’s Report. There were no questions.

RECORD OF PROCEEDINGS

2024 Insurance Renewal: The Board directed staff to work with Director Jacoby on the 2024 insurance renewal and to present final documentation to the Board at the December 5, 2023 Board meeting.

Worker's Compensation Insurance for 2024: The Board directed staff to bind worker's compensation insurance.

CONSENT AGENDA

The Board considered the following actions:

1. Approve the Minutes of the October 19, 2023 special meeting.
2. Ratify approval of the payment of claims for the period ending October 27, 2023, in the amount of \$2,606.47.
3. Acceptance of unaudited financial statements for the period ending September 30, 2023, Schedule of Cash Position updated as of October 20, 2023, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.
6. Review and consider approval of Resolution No. 2023-11-01 Annual Administrative Matters.

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

Public Hearing on Proposed 2024 Budget; Resolution No. 2023-11-02: Adopting 2024 Budget, Imposing Mill Levy and Appropriating Funds: The public hearing was opened at 4:42 p.m. to consider the proposed 2024 Budget.

It was noted that Notice stating that the Board would consider adoption of the 2024 budget and the date, time and place of the public hearing was published pursuant to statute. No written objections were received prior to the public hearing.

No public was present, and the public hearing was closed at 4:42 p.m.

Mr. Carroll presented the 2024 Budget and mill levies to the Board.

Following review and discussion, upon motion duly made by Director Wyckoff, seconded by Director Jacoby and, upon vote, majority carried, the Board approved the 2024 Budget, subject to final assessed value received from the County and the outcome of Proposition HH, and adopted Resolution No. 2023-11-02 to Adopt the 2024 Budget, Imposing Mill Levy and Appropriating Funds (32.227 mills in the General Fund and 17.434 mills in the Debt Service Fund, for a total mill levy of 49.661 mills). Director Rogers voted in opposition.

ENGINEER'S REPORT

Mr. Marcotte presented the Engineer's Report to the Board.

CAPITAL PROJECTS UPDATES:

RECORD OF PROCEEDINGS

Third Alluvial Well: Update was included in the Engineer's Report.

Evaporation Pond: Update was included in the Engineer's Report.

Reverse Osmosis Treatment Facility: Update was included in the Engineer's Report.

Capacity Analysis Prepared by Element Engineering LLC: Mr. Marcotte presented and reviewed his report with the Board.

2023 System Development Fee Analysis as Prepared by Element Engineering LLC: Mr. Marcotte presented and reviewed his report to the Board.

OPERATIONS / MAINTENANCE MATTERS

Operator in Responsible Charge ("ORC") Report: Mr. Murphy presented the ORC report to the Board.

LEGAL MATTERS

Resolution No. 2023-11-03 Certifying Delinquent Water Service Fees and Charges to Adams County Treasurer for Collection: The Board reviewed the Resolution. Following review and discussion, upon a motion duly made by Director Jacoby, seconded by Director Fleck and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-03: Certifying Delinquent Water Service Fees and Charges to Adams County Treasurer for Collection, as presented.

OTHER MATTERS

None.

COMMUNITY COMMENTS

None.

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 6:08 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**Greatrock North Water & Sanitation District
Interim Claims List
November 27, 2023**

| Vendor | Invoice Number | Process Date | Amount |
|---|-----------------|-----------------|-----------------------------|
| *Comcast | 1974476Sep23 | 10/13/2023 | \$ 243.11 |
| *Xcel Energy | 5336053542Sep23 | 10/18/2023 | 50.60 |
| *Xcel Energy | 5398600067Sep23 | 10/18/2023 | 50.60 |
| *United Power Inc | 23129500Sep23 | 10/24/2023 | 2,262.16 |
| *My Asset Map LLC | E5F5CDB-0069 | 10/30/2023 | 199.99 |
| *Comcast | 1974476Oct23 | 11/16/2023 | 243.53 |
| *Xcel Energy | Multiple | 11/17/2023 | 102.06 |
| *United Power Inc | 23129500Oct23 | 11/27/2023 | 1,673.55 |
| | | Auto Pay | <u>4,825.60</u> |
| Badger Meter, Inc. | Multiple | 10/30/2023 | 2,689.46 |
| Bishop Brogden Associates, Inc | Multiple | 10/30/2023 | 3,960.20 |
| CliftonLarsonAllen LLP | 3910456 | 10/30/2023 | 2,094.07 |
| CliftonLarsonAllen LLP | 3911827 | 10/30/2023 | 4,007.53 |
| CliftonLarsonAllen LLP | 3910153 | 10/30/2023 | 8,689.32 |
| Diversified Underground | 28451 | 10/30/2023 | 160.00 |
| Element Engineering, LLC | Multiple | 10/30/2023 | 13,905.00 |
| Elite Industries, Inc. | 9123 | 10/30/2023 | 1,075.00 |
| Generator Source | Multiple | 10/30/2023 | 4,686.35 |
| Hayes Poznanovic Korver LLC | Multiple | 10/30/2023 | 1,264.50 |
| James Hume | Refund | 10/30/2023 | 118.15 |
| Jose Silva | Refund | 10/30/2023 | 195.00 |
| Maidpro | Multiple | 10/30/2023 | 128.00 |
| Pest Predator | 3974 | 10/30/2023 | 240.00 |
| Ramey Enviromental Compliance, Inc | Multiple | 10/30/2023 | 26,074.14 |
| Schilling & Company, Inc | 13772 | 10/30/2023 | 5,900.00 |
| Treatment Technology | 190230 | 10/30/2023 | 859.80 |
| Utility Notification Center of Colorado | Multiple | 10/30/2023 | 38.70 |
| Waste Connections of Colo, Inc | 7261293V311 | 10/30/2023 | 29.01 |
| White & Jankowski LLP | 19157 | 10/30/2023 | 2,624.00 |
| White Bear Ankele Tanaka & Waldron | 30359 | 10/30/2023 | 4,143.12 |
| Applied Ingenuity, LLC | 3048 | 11/24/2023 | 188.99 |
| Badger Meter, Inc. | 80141740 | 11/24/2023 | 468.14 |
| Bishop Brogden Associates, Inc | Multiple | 11/24/2023 | 5,441.90 |
| CliftonLarsonAllen LLP | 3957430 | 11/24/2023 | 3,761.11 |
| CliftonLarsonAllen LLP | 3959475 | 11/24/2023 | 7,165.41 |
| CliftonLarsonAllen LLP | 3956351 | 11/24/2023 | 10,147.17 |
| Colorado Special Districts P&L Pool | Multiple | 11/24/2023 | 28,954.00 |
| Diversified Underground | 28670 | 11/24/2023 | 385.00 |
| Element Engineering, LLC | Multiple | 11/24/2023 | 3,680.00 |
| Elite Industries, Inc. | 9249 | 11/24/2023 | 1,075.00 |
| Hayes Poznanovic Korver LLC | Multiple | 11/24/2023 | 1,575.00 |
| Lock & Key | Multiple | 11/24/2023 | 4,609.26 |
| Maidpro | Multiple | 11/24/2023 | 128.00 |
| Martin & Wood Water Consultants Inc. | 27162 | 11/24/2023 | 852.50 |
| Pest Predator | 4034 | 11/24/2023 | 240.00 |
| Ramey Enviromental Compliance, Inc | Multiple | 11/24/2023 | 26,161.26 |
| Treatment Technology | 190421 | 11/24/2023 | 859.80 |
| White & Jankowski LLP | 19224 | 11/24/2023 | 2,624.00 |
| White Bear Ankele Tanaka & Waldron | Multiple | 11/24/2023 | 4,626.35 |
| | | Bill.com | <u>185,824.24</u> |
| | | | <u>\$ 190,649.84</u> |

GREATROCK NORTH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS
OCTOBER 31, 2023

GREATROCK NORTH WATER & SANITATION DISTRICT
Statement of Net Position - Enterprise Fund
OCTOBER 31, 2023

| | Enterprise |
|---|----------------------|
| CURRENT ASSETS | |
| First Bank - Checking | \$ 31,047 |
| First Bank - Lockbox | 533,192 |
| Colostrust | 3,936,048 |
| Accounts Receivable - Customers | 51,215 |
| Accounts Receivable - Certified with County | 481 |
| Receivable from County Treasurer | 11,890 |
| AR - Horse Creek Retreat | (571) |
| AR - Inclusions | 35,637 |
| Prepaid Insurance | 28,954 |
| Total Current Assets | 4,627,893 |
| CAPITAL ASSETS | |
| Water Distribution System | 9,625,966 |
| Land | 94,243 |
| Water Rights | 980,105 |
| Easements | 152,989 |
| Construction in Progress | 3,915,219 |
| Accumulated Depreciation | (4,054,576) |
| Net Capital Assets | 10,713,946 |
| OTHER ASSETS | |
| Prepaid Bond Insurance, Net | 17,744 |
| Deferred Loss on Refunding | 60,038 |
| Other Assets | 77,782 |
| TOTAL ASSETS | \$ 15,419,621 |
| LIABILITIES AND DEFERRED INFLOWS OF RESOURCES | |
| CURRENT LIABILITIES | |
| Accounts Payable | \$ 89,718 |
| Due to County Treasurer | 2,019 |
| Deposit - Refundable Water Meter | 850 |
| Accrued Interest Payable | 16,683 |
| Loan Series 2020 - Current Portion | 190,000 |
| Total Current Liabilities | 299,270 |
| LONG - TERM LIABILITIES | |
| Loan - Series 2020 | 1,565,000 |
| GO Bonds - Series 2017 | 4,375,000 |
| Bond Premium, Net | 223,605 |
| Total Long-Term Liabilities | 6,163,605 |
| DEFERRED INFLOWS OF RESOURCES | |
| Unearned Service Fees | 3,447 |
| Total Deferred Inflows of Resources | 3,447 |
| NET POSITION | |
| Net Position | 8,953,299 |
| Total Net Position | 8,953,299 |
| TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES | |
| AND NET POSITION | \$ 15,419,621 |

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 TEN MONTHS ENDED OCTOBER 31, 2023

ENTERPRISE FUND

| | Year to Date Actual |
|------------------------------------|------------------------|
| OPERATING REVENUES: | |
| Service Charges - Greatrock | \$ 152,178 |
| Service Charges - Rocking Horse | 117,787 |
| Service Charges - Box Elder | 180,183 |
| Service Charges - Hayesmount | 27,232 |
| Inspection Fees | 5,790 |
| Transfer Fees | 4,375 |
| Utility Penalties | 1,244 |
| Box Elder - Water Lease Irrigation | 7,500 |
| SDF - Country Club Ranchettes | 105,120 |
| TOTAL OPERATING REVENUES | 601,409 |
| OPERATING EXPENSES: | |
| Utilities | 53,041 |
| Customer Billing | 40,139 |
| Distribution System Mntc | 12,693 |
| Engineering - Administration | 4,340 |
| Engineering - Operations | 13,367 |
| Equipment and Tools | 1,295 |
| Facility Maintenance & Repair | 24,496 |
| Generator Preventative Mntc | 10,164 |
| GIS | 2,000 |
| Locates | 10,809 |
| Operator Services | 103,237 |
| Plant Supplies | 11,823 |
| Testing and Reporting | 7,936 |
| Treatment - Maintenance & Repair | 16,017 |
| Water Meters - Cap | 4,322 |
| Water Rights Dev - Eng. | 45,752 |
| Water Rights Dev - Legal | 21,918 |
| Well - Rehab & Repair | 5,932 |
| TOTAL OPERATING EXPENSES | 389,281 |
| NET INCOME (LOSS) | 212,128 |
| OTHER REVENUES AND (EXPENDITURES) | |
| Property Taxes | 1,018,532 |
| Specific Ownership Taxes | 57,937 |
| Interest Income | 165,874 |
| Other Revenue | 600 |
| Available of Service Fees | 9,889 |
| Accounting | (41,736) |
| Audit | (7,330) |
| County Treasurer's Fee | (15,288) |
| Directors' Fees | (3,700) |
| District Management | (86,318) |
| Dues and Membership | (1,238) |
| Election | (2,741) |
| Insurance and Bonds | (26,215) |

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 TEN MONTHS ENDED OCTOBER 31, 2023

ENTERPRISE FUND

| | |
|---|----------------------|
| Legal | (36,653) |
| Miscellaneous | (39,490) |
| Payroll Taxes | (283) |
| Website | (361) |
| Bond Interest - 2017 | (86,122) |
| Loan Interest - 2020 | <u>(11,583)</u> |
| TOTAL OTHER REVENUES AND (EXPENDITURES) | <u>893,774</u> |
| CHANGE IN NET POSITION | <u>1,105,902</u> |
| BEGINNING NET POSITION | <u>7,847,398</u> |
| ENDING NET POSITION | <u>\$ 8,953,300</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.

SUPPLEMENTARY INFORMATION

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE TEN MONTHS ENDED OCTOBER 31, 2023

54

ENTERPRISE FUND

| | Annual Budget | Year to Date Actual | Variance | YTD Actual / Annual Budget |
|--|--------------------|------------------------|------------------|-------------------------------|
| REVENUES | | | | |
| Service Charges - Greatrock | \$ 225,310 | \$ 152,178 | \$ (73,132) | 67.54 % |
| Service Charges - Rocking Horse | 165,803 | 117,787 | (48,016) | 71.04 % |
| Service Charges - Box Elder | 262,287 | 180,183 | (82,104) | 68.70 % |
| Service Charges - Hayesmout | 35,272 | 27,232 | (8,040) | 77.21 % |
| Inspection Fees | 2,000 | 5,790 | 3,790 | 289.50 % |
| Transfer Fees | 3,000 | 4,375 | 1,375 | 145.83 % |
| Utility Penalties | 5,000 | 1,244 | (3,756) | 24.88 % |
| Water Meters | 4,000 | - | (4,000) | - % |
| Dev Fees - Hayesmout Estates | 25,560 | - | (25,560) | - % |
| Box Elder - Water Lease Irrigation | 7,500 | 7,500 | - | 100.00 % |
| SDF - Country Club Ranchettes | - | 105,120 | 105,120 | - % |
| Property Taxes | 1,022,556 | 1,018,532 | (4,024) | 99.61 % |
| Specific Ownership Taxes | 71,579 | 57,937 | (13,642) | 80.94 % |
| Interest Income | 30,000 | 165,874 | 135,874 | 552.91 % |
| Other Revenue | - | 600 | 600 | - % |
| Available of Service Fees | 24,480 | 9,889 | (14,591) | 40.40 % |
| TOTAL REVENUES | 1,884,347 | 1,854,241 | (30,106) | 98.40 % |
| EXPENDITURES | | | | |
| Administrative | 299,388 | 261,354 | 38,034 | 87.30 % |
| Operations | 874,609 | 389,281 | 485,328 | 44.51 % |
| Capital | 3,658,054 | 51,288 | 3,606,766 | 1.40 % |
| Debt Service | 386,610 | 97,705 | 288,905 | 25.27 % |
| TOTAL EXPENDITURES | 5,218,661 | 799,628 | 4,419,033 | 15.32 % |
| OTHER FINANCING SOURCES (USES) | | | | |
| TOTAL OTHER FINANCING SOURCES (USES) | - | - | - | - % |
| REVENUES OVER (UNDER) EXPENDITURES - BUDGET BASIS | | | | |
| | (3,334,314) | 1,054,613 | 4,388,927 | |
| BEGINNING FUNDS AVAILABLE | | | | |
| | | 3,460,559 | | |
| ENDING FUNDS AVAILABLE | | | | |
| | | \$ 4,515,172 | | |
| ADJUSTMENTS TO RECONCILE BUDGET BASIS TO GAAP BASIS | | | | |
| Capital Assets, Net | | 10,713,947 | | |
| Debt Obligation, Net | | (6,272,375) | | |
| Deferred Inflow of Resources | | (3,447) | | |
| ENDING NET POSITION | | \$ 8,953,297 | | |

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 TEN MONTHS ENDED OCTOBER 31, 2023

ENTERPRISE FUND

| | Annual Budget | Year to Date Actual | Variance | YTD Actual / Annual Budget |
|----------------------------------|---------------------|------------------------|---------------------|-------------------------------|
| Administrative | | | | |
| Accounting | \$ 50,000 | \$ 41,736 | \$ 8,264 | 83.47 % |
| Audit | 13,000 | 7,330 | 5,670 | 56.38 % |
| County Treasurer's Fee | 15,338 | 15,288 | 50 | 99.67 % |
| Directors' Fees | 6,000 | 3,700 | 2,300 | 61.67 % |
| District Management | 90,000 | 86,318 | 3,682 | 95.91 % |
| Dues and Membership | 1,400 | 1,238 | 162 | 88.43 % |
| Election | 50,000 | 2,741 | 47,259 | 5.48 % |
| Insurance and Bonds | 21,000 | 26,215 | (5,215) | 124.83 % |
| Legal | 44,150 | 36,653 | 7,497 | 83.02 % |
| Miscellaneous | 8,000 | 39,490 | (31,490) | 493.63 % |
| Payroll Taxes | 500 | 283 | 217 | 56.60 % |
| Website | - | 361 | (361) | - % |
| Total Administrative | <u>299,388</u> | <u>261,353</u> | <u>38,035</u> | <u>87.30 %</u> |
| Operations | | | | |
| Utilities | 75,000 | 53,041 | 21,959 | 70.72 % |
| Contingency | 70,000 | - | 70,000 | - % |
| Customer Billing | 36,000 | 40,139 | (4,139) | 111.50 % |
| Distribution System Mntc | 22,900 | 12,693 | 10,207 | 55.43 % |
| Engineering - Administration | 20,100 | 4,340 | 15,760 | 21.59 % |
| Engineering - Operations | 33,000 | 13,367 | 19,633 | 40.51 % |
| Equipment and Tools | 5,000 | 1,295 | 3,705 | 25.90 % |
| Facility Maintenance & Repair | 53,600 | 24,496 | 29,104 | 45.70 % |
| Generator Preventative Mntc | 15,000 | 10,164 | 4,836 | 67.76 % |
| GIS | 3,000 | 2,000 | 1,000 | 66.67 % |
| Locates | 9,000 | 10,809 | (1,809) | 120.10 % |
| Meter Reading | 1,000 | - | 1,000 | - % |
| Operator Services | 129,524 | 103,237 | 26,287 | 79.70 % |
| Plant Supplies | 22,000 | 11,823 | 10,177 | 53.74 % |
| Rules and Regulations | 2,000 | - | 2,000 | - % |
| Testing and Reporting | 12,400 | 7,936 | 4,464 | 64.00 % |
| Treatment - Maintenance & Repair | 82,085 | 16,017 | 66,068 | 19.51 % |
| Water Meters - Cap | 4,000 | 4,322 | (322) | 108.05 % |
| Water Rights Dev - Eng. | 54,000 | 45,752 | 8,248 | 84.73 % |
| Water Rights Dev - Legal | 135,000 | 21,918 | 113,082 | 16.24 % |
| Well - Rehab & Repair | 90,000 | 5,932 | 84,068 | 6.59 % |
| Total Operations | <u>874,609</u> | <u>389,281</u> | <u>485,328</u> | <u>44.51 %</u> |
| Capital | | | | |
| Concentrate Pond | 3,658,054 | 32,503 | 3,625,551 | 0.89 % |
| Reverse Osmosis Unit Upgrade | - | 18,785 | (18,785) | - % |
| Total Capital | <u>3,658,054</u> | <u>51,288</u> | <u>3,606,766</u> | <u>1.40 %</u> |
| Debt Service | | | | |
| Bond Interest - 2017 | 172,244 | 86,122 | 86,122 | 50.00 % |
| Loan Interest - 2020 | 23,166 | 11,583 | 11,583 | 50.00 % |
| Loan Principal - 2020 | 190,000 | - | 190,000 | - % |
| Paying Agent Fees | 1,200 | - | 1,200 | - % |
| Total Debt Service | <u>386,610</u> | <u>97,705</u> | <u>288,905</u> | <u>25.27 %</u> |
| TOTAL | <u>\$ 5,218,661</u> | <u>\$ 799,627</u> | <u>\$ 4,419,034</u> | <u>15.32 %</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
October 31, 2023
Updated as of November 20, 2023

| | Enterprise Fund |
|---|----------------------------|
| <u>First Bank - Checking Account (7792)</u> | |
| Balance as of October 31, 2023 | \$ 31,046.85 |
| Subsequent activities: | |
| 11/01/23 - Deposit | 870.82 |
| 11/02/23 - Deposit | 739.18 |
| 11/03/23 - Deposit | 1,288.88 |
| 11/06/23 - Deposit | 2,031.00 |
| 11/07/23 - Deposit | 150.00 |
| 11/08/23 - Deposit | 921.43 |
| 11/09/23 - Deposit | 147.99 |
| 11/10/23 - Deposit | 79.33 |
| 11/13/23 - Deposit | 285.00 |
| 11/14/23 - Deposit | 855.03 |
| 11/14/23 - SDF Deposit | 26,280.00 |
| 11/14/23 - SDF Deposit | 26,280.00 |
| 11/16/23 - Bank Fee | (558.48) |
| 11/16/23 - Comcast ACH | (243.53) |
| 11/147/23 - Deposit | 691.06 |
| 11/17/23 - Xcel ACH | (51.42) |
| 11/17/23 - Xcel ACH | (50.64) |
| <i>Anticipated activities</i> | |
| <i>Anticipated Transfer from Colotrust</i> | 40,000.00 |
| <i>Anticipated Bill.com Payments</i> | (105,162.02) |
| <i>Anticipated balance</i> | 25,600.48 |
| <u>First Bank - Lockbox Account (3070)</u> | |
| Balance as of October 31, 2023 | 533,191.63 |
| Subsequent activities: | |
| 11/03/23 - Paymentech Fee | (30.00) |
| 11/20/23 - Deposits to Date | 38,878.95 |
| <i>Anticipated activities</i> | |
| <i>Anticipated balance</i> | 572,040.58 |
| <u>ColoTrust - General (8001)</u> | |
| Balance as of October 31, 2023 | 3,936,047.83 |
| Subsequent activities: | |
| 10/10/23 - Property Tax | 6,628.70 |
| 10/20/23 - Transfer to 1st Bank | (91,000.00) |
| 10/31/23 - Interest Income | 18,689.42 |
| 11/10/23 - Property Tax | 11,890.48 |
| <i>Anticipated activities</i> | |
| <i>Anticipated Transfer to First Bank</i> | (40,000.00) |
| <i>Anticipated Debt Service Payment - 2017</i> | (86,121.88) |
| <i>Anticipated Debt Service Payment - 2020</i> | (201,583.00) |
| <i>Anticipated balance</i> | 3,554,551.55 |
| <u>Grand Total</u> | \$ 4,152,192.61 |
| <u>Yield information as of 10/31/23</u> | |
| FirstBank Lockbox - 4.5000% | |
| ColoTrust - 5.5294% | |

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
2023**

| | 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 | \$ - | \$ - | \$ 5,611.48 | \$ - | \$ - | \$ 5,611.48 | 0.00% | 0.00% | \$ 13,788.83 | 0.82% | 0.82% |
| February | 395,156.90 | - | 5,613.70 | - | (5,927.35) | 394,843.25 | 38.64% | 38.64% | 56,379.08 | 4.99% | 5.81% |
| March | 83,224.41 | - | 5,819.26 | 15.49 | (1,248.59) | 87,810.57 | 8.14% | 46.78% | 412,070.07 | 40.24% | 46.06% |
| April | 88,092.25 | 20,128.58 | (129.49) | 0.09 | (1,623.31) | 106,468.12 | 10.58% | 57.37% | 57,333.50 | 5.67% | 51.73% |
| May | 24,012.82 | 196.00 | 10,788.52 | 42.35 | (360.84) | 34,678.85 | 2.37% | 59.73% | 60,849.73 | 5.48% | 57.21% |
| June | 385,561.69 | - | 5,443.72 | 45.94 | (5,784.10) | 385,267.25 | 37.71% | 97.44% | 407,442.84 | 39.80% | 97.01% |
| July | 12,641.68 | 3.29 | 6,099.02 | 323.41 | (194.52) | 18,872.88 | 1.24% | 98.68% | 21,786.28 | 0.79% | 97.80% |
| August | 3,363.59 | - | 6,566.45 | 129.05 | (52.39) | 10,006.70 | 0.33% | 99.00% | 17,995.76 | 1.13% | 98.93% |
| September | 3.82 | - | 6,624.90 | 0.04 | (0.06) | 6,628.70 | 0.00% | 99.01% | 9,522.00 | 0.20% | 99.13% |
| October | 6,146.93 | - | 5,499.88 | 340.99 | (97.32) | 11,890.48 | 0.60% | 99.61% | 6,640.52 | 0.02% | 99.15% |
| November | - | - | - | - | - | - | 0.00% | 99.61% | 6,304.56 | 0.02% | 99.17% |
| December | - | - | - | - | - | - | 0.00% | 99.61% | 6,036.26 | 0.00% | 99.17% |
| | \$ 998,204.09 | \$ 20,327.87 | \$ 57,937.44 | \$ 897.36 | \$ (15,288.48) | \$ 1,062,078.28 | 99.61% | 99.61% | \$ 1,076,149.43 | 99.17% | 99.17% |

| Taxes Levied | % of Levied | Property Taxes Collected | % Collected to Amount Levied |
|--------------|-------------|--------------------------|------------------------------|
|--------------|-------------|--------------------------|------------------------------|

| Assessed Valuation | Mill Levy |
|--------------------|-----------|
|--------------------|-----------|

Property Tax

| | | | | |
|-------------------|------------------------|----------------|------------------------|---------------|
| General Fund | \$ 663,577.00 | 64.89% | \$ 660,965.64 | 99.61% |
| Debt Service Fund | 358,979.00 | 35.11% | 357,566.32 | 99.61% |
| | \$ 1,022,556.00 | 100.00% | \$ 1,018,531.96 | 99.61% |

| | |
|----------------------|---------------|
| | 31.323 |
| | 16.945 |
| \$ 21,184,980 | 48.268 |

Specific Ownership Tax

| | | | | |
|-------------------|---------------------|----------------|---------------------|---------------|
| General Fund | \$ 46,450.00 | 64.89% | \$ 37,597.54 | 80.94% |
| Debt Service Fund | 25,129.00 | 35.11% | 20,339.90 | 80.94% |
| | \$ 71,579.00 | 100.00% | \$ 57,937.44 | 80.94% |

Treasurer's Fees

| | | | | |
|-------------------|---------------------|----------------|---------------------|---------------|
| General Fund | \$ 9,953.00 | 64.89% | \$ 9,920.87 | 99.68% |
| Debt Service Fund | 5,385.00 | 35.11% | 5,367.61 | 99.68% |
| | \$ 15,338.00 | 100.00% | \$ 15,288.48 | 99.68% |

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
Inclusion Detail Report
As of October 31, 2023

| Type | Date | Num | Name | Memo | Debit | Credit | Balance |
|--|------------|---------|-------------------------------------|-----------------|--------------------------|--------------------------|-------------------------|
| 401255 · AR - Country Club Ranch #2 Inclusion | | | | | | | |
| 2019 Totals | | | | | 31,269.51 | 28,351.10 | 2,918.41 |
| 2020 Totals | | | | | 36,503.23 | 32,000.00 | 4,503.23 |
| 2021 Totals | | | | | 30,810.75 | 41,939.76 | (11,129.01) |
| 2022 Totals | | | | | 14,131.71 | 10,000.00 | 4,131.71 |
| Bill | 01/31/2023 | 0005-09 | Element Engineering, LLC | Inclusion Costs | 1,200.00 | - | 1,624.34 |
| Bill | 01/31/2023 | 47490 | Hayes Poznanovic | Inclusion Costs | 700.00 | - | 2,324.34 |
| Bill | 02/15/2023 | 51427 | Bishop Brogden Associates, Inc | Inclusion Costs | 198.75 | - | 2,523.09 |
| Bill | 02/28/2023 | 47608 | Hayes Poznanovic | Inclusion Costs | 1,675.00 | - | 4,198.09 |
| Bill | 02/28/2023 | 3594165 | CliftonLarsonAllen LLP | Inclusion Costs | 60.00 | - | 4,258.09 |
| Bill | 03/31/2023 | 3647778 | CliftonLarsonAllen LLP | Inclusion Costs | 630.00 | - | 4,888.09 |
| Bill | 03/31/2023 | 3594165 | CliftonLarsonAllen LLP | Inclusion Costs | 60.00 | - | 4,948.09 |
| Bill | 04/30/2023 | 0007-03 | Element Engineering LLC | Inclusion Costs | 75.00 | - | 5,023.09 |
| Bill | 04/30/2023 | 3724101 | CliftonLarsonAllen LLP | Inclusion Costs | 1,350.00 | - | 6,373.09 |
| Bill | 04/30/2023 | 51790 | Bishop Brogden Associates, Inc | Inclusion Costs | 1,373.00 | - | 7,746.09 |
| Bill | 04/30/2023 | 47988 | Hayes Poznanovic | Inclusion Costs | 3,225.00 | - | 10,971.09 |
| Bill | 05/15/2023 | 52023 | Bishop Brogden Associates, Inc | Inclusion Costs | 1,656.25 | - | 12,627.34 |
| Deposit | 05/24/2023 | 1180 | Premier Community Development | Depsoit | - | 10,000.00 | 2,627.34 |
| Bill | 05/31/2023 | 0007-04 | Element Engineering LLC | Inclusion Costs | 720.00 | - | 3,347.34 |
| Bill | 5/31/23 | 28233 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 3,173.40 | - | 6,520.74 |
| Bill | 05/31/2023 | 48177 | Hayes Poznanovic | Inclusion Costs | 3,100.00 | - | 9,620.74 |
| Bill | 05/31/2023 | 3766407 | CliftonLarsonAllen LLP | Inclusion Costs | 780.00 | - | 10,400.74 |
| Bill | 06/15/2023 | 52162 | Bishop Brogden Associates, Inc | Inclusion Costs | 3,776.25 | - | 14,176.99 |
| Bill | 06/30/2023 | 0005-10 | Element Engineering LLC | Inclusion Costs | 2,805.00 | - | 16,981.99 |
| Bill | 06/30/2023 | 0007-05 | Element Engineering LLC | Inclusion Costs | 1,680.00 | - | 18,661.99 |
| Bill | 06/30/2023 | 28668 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 5,332.43 | - | 23,994.42 |
| Bill | 06/30/2023 | 48335 | Hayes Poznanovic | Inclusion Costs | 2,000.00 | - | 25,994.42 |
| Bill | 06/30/2023 | 48350 | Hayes Poznanovic | Inclusion Costs | 175.00 | - | 26,169.42 |
| Bill | 06/30/2023 | 807915 | CliftonLarsonAllen LLP | Inclusion Costs | 420.00 | - | 26,589.42 |
| Bill | 07/15/2023 | 52345 | Bishop Brogden Associates, Inc | Inclusion Costs | 1,656.25 | - | 28,245.67 |
| Bill | 07/31/2023 | 0007-09 | Element Engineering LLC | Inclusion Costs | 1,740.00 | - | 29,985.67 |
| Bill | 07/31/2023 | 29124 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 2,347.25 | - | 32,332.92 |
| Bill | 08/15/2023 | 52505 | Bishop Brogden Associates, Inc | Inclusion Costs | 1,590.00 | - | 33,922.92 |
| Bill | 08/31/2023 | 0007-10 | Element Engineering LLC | Inclusion Costs | 840.00 | - | 34,762.92 |
| Bill | 08/31/2023 | 29758 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 1,242.10 | - | 36,005.02 |
| Bill | 08/31/2023 | 48749 | Hayes Poznanovic | Inclusion Costs | 1,000.00 | - | 37,005.02 |
| Bill | 09/15/2023 | 52771 | Bishop Brogden Associates, Inc | Inclusion Costs | 397.50 | - | 37,402.52 |
| Bill | 09/30/2023 | 0007-11 | Element Engineering LLC | Inclusion Costs | 3,345.00 | - | 40,747.52 |
| Bill | 09/30/2023 | 30359 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 779.00 | - | 41,526.52 |
| Bill | 09/30/2023 | 48942 | Hayes Poznanovic | Inclusion Costs | 600.00 | - | 42,126.52 |
| Bill | 09/30/2023 | 3910153 | CliftonLarsonAllen LLP | Inclusion Costs | 60.00 | - | 42,186.52 |
| Bill | 10/31/2023 | 52899 | Bishop Brogden Associates, Inc | Inclusion Costs | 331.25 | - | 42,517.77 |
| Bill | 10/31/2023 | 30772 | White Bear Ankele Tanaka & Waldronn | Inclusion Costs | 345.94 | - | 42,863.71 |
| Bill | 10/31/2023 | 49136 | Hayes Poznanovic | Inclusion Costs | 500.00 | - | 43,363.71 |
| Bill | 10/31/2023 | 3956351 | CliftonLarsonAllen LLP | Inclusion Costs | 750.00 | - | 44,113.71 |
| 2023 Totals | | | | | 53,689.37 | 10,000.00 | 43,689.37 |
| Total 401255 · AR - Country Club Ranch #2 Inclusion | | | | | <u>166,404.57</u> | <u>122,290.86</u> | <u>44,113.71</u> |
| 401256 · AR - Ridgeview Estates Inclusion | | | | | | | |
| 2019 Totals | | | | | 3,833.01 | 3,500.00 | 333.01 |
| 2020 Totals | | | | | 7,726.69 | 8,000.00 | (273.31) |
| 2021 Totals | | | | | 7,485.21 | 6,000.00 | 1,485.21 |
| 2022 Totals | | | | | 5,775.44 | 4,000.00 | 1,775.44 |
| Deposit | 08/01/2023 | 1102 | Ridgeview Properties LLC | Deposit | - | 3,320.35 | - |
| 2023 Totals | | | | | - | 3,320.35 | (3,320.35) |
| Total 401256 · AR - Ridgeview Estates Inclusion | | | | | <u>24,820.35</u> | <u>24,820.35</u> | <u>-</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
 Inclusion Detail Report
 As of October 31, 2023

| Type | Date | Num | Name | Memo | Debit | Credit | Balance |
|--|------------|-------|--------------------------------------|-----------------|------------------|------------------|-------------------|
| 401257 · AR - Hayesmount Estates Inclusion | | | | | | | |
| Total 401257 · AR - Hayesmount Estates Inclusion | | | | | <u>5,243.27</u> | <u>5,243.27</u> | <u>-</u> |
| 401258 · AR - Homestead Heights/CC#1 Inclusion | | | | | | | |
| 2019 Totals | | | | | <u>2,929.50</u> | <u>-</u> | <u>2,929.50</u> |
| 2020 Totals | | | | | <u>5,924.31</u> | <u>5,000.00</u> | <u>924.31</u> |
| 2021 Totals | | | | | <u>20,183.98</u> | <u>21,625.00</u> | <u>(1,441.02)</u> |
| 2022 Totals | | | | | <u>2,325.00</u> | <u>-</u> | <u>2,325.00</u> |
| Bill | 03/31/2023 | 51573 | Bishop Brogden Associates, Inc | Inclusion Costs | 927.50 | - | 5,665.29 |
| Bill | 05/24/2023 | 1180 | Premier Community Developments, LTD. | Deposit | - | 10,000.00 | (4,334.71) |
| 2023 Totals | | | | | <u>927.50</u> | <u>10,000.00</u> | <u>(9,072.50)</u> |
| Total 401258 · AR - Homestead Heights/CC#1 Inclusion | | | | | <u>32,290.29</u> | <u>36,625.00</u> | <u>(4,334.71)</u> |
| 401259 · AR - Epic Estates Inclusion | | | | | | | |
| 2021 Totals | | | | | <u>1,969.25</u> | <u>5,000.00</u> | <u>(3,030.75)</u> |
| 2022 Totals | | | | | <u>4,818.62</u> | <u>10,000.00</u> | <u>(5,181.38)</u> |
| 2023 Totals | | | | | <u>4,069.88</u> | <u>-</u> | <u>4,069.88</u> |
| Total 401259 · AR - Epic Estates Inclusion | | | | | <u>10,857.75</u> | <u>15,000.00</u> | <u>(4,142.25)</u> |
| 401261 · AR - Horse Creek Retreat Inclusion | | | | | | | |
| 2022 Totals | | | | | <u>2,428.75</u> | <u>3,000.00</u> | <u>(571.25)</u> |
| Total 401261 · AR - Horse Creek Retreat Inclusion | | | | | <u>2,428.75</u> | <u>3,000.00</u> | <u>(571.25)</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
2023 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
2023 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 2023, primarily for infrastructure improvements within the development. These expenditures are detailed within the budget.

**GREATROCK NORTH WATER AND SANITATION DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments in 2023 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
2023 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.

Installed From: 10/12/23 To: 11/12/23

| 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 |
|-----------------|----------------------|----------|-------------------|-----|----------|----------|-----------|-----------------|------------------|----------------|--------------|-----------|--------------|
| 660657 | LUIS AND ANNAI PALMA | 660554 | 28805 E 159th Ave | GB | 0 | FLAT | RESI | 1.00 | | | 10/19/23 | | |
| 660657 | LUIS AND ANNAI PALMA | 660554 | 28805 E 159th Ave | GW | 75 | METER | RESI | 0.00 | | | 10/19/23 | | On |
| 660659 | REMIGIO DE LA TORRE | 660555 | 28760 E 159th Ave | GB | 0 | FLAT | RESI | 1.00 | | | 10/12/23 | | |
| 660659 | REMIGIO DE LA TORRE | 660555 | 28760 E 159th Ave | GW | 75 | METER | RESI | 0.00 | | | 10/12/23 | | On |

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

HAYES POZNANOVIC KORVER LLC
ATTORNEYS AT LAW

700 17TH STREET, SUITE 1800
DENVER, COLORADO 80202

TELEPHONE (303) 825-1980

FACSIMILE (303) 825-1983

November 14, 2023

VIA EMAIL ONLY

Board of Directors
Greatrock North Water and Sanitation District
141 Union Blvd., Suite 150
Lakewood, CO 80228
Lisa.Johnson@claconnect.com

Re: Engagement Letter for Water Counsel and Fee Agreement

Dear Board Members:

Hayes Poznanovic Korver LLC. has been assisting the Greatrock North Water and Sanitation District with its water rights legal work for some time. We recently requested the board approve an increase in my rates. There will also be a comparable increase in the rates for other attorneys at the Firm. This letter confirms the scope of Hayes Poznanovic Korver LLC.'s representation of the District and the revised legal fees we will charge for this work. We appreciate having the opportunity to assist the District with its water rights related matters and look forward to providing additional services in the future.

Our scope of work includes providing legal representation to the District regarding water matters that may arise. I will be primarily responsible, and where appropriate, our associate will also assist, at a lower billing rate.

We will bill you monthly for the fees and any costs incurred each month. Our billing invoice will be mailed to you, generally in the first five days of the month. The principal cost reflected in your monthly statements will be attorney fees. Our current hourly billing rates on this matter will be as follows: \$255 for member attorneys, \$220 for associate attorneys, and \$110 for paralegals. Our rates are adjusted from time to time. If you request that we work on additional matters, we will charge you for those new matters at the rates in effect at that time. Payment is due at the end of the month received and interest is charged on unpaid bills at the rate of 1.5% per month. Our bills are generally quite detailed, but we of course welcome your questions should you ever require an explanation of any matter in our bills.

In addition to attorney and paralegal fees, your billing will reflect any expenses incurred on your behalf. These expenses may include, but are not limited to, such items as court filing fees; publication costs; deposition expenses; witness fees; fees for experts' reports, consultation and testimony; computerized legal research costs; and expenses for travel and photocopies.

You may terminate the employment of our firm at any time by notifying us in writing. The firm also may withdraw from this agreement for any reason by notifying you in writing. Typically, we will not choose to withdraw from representing a client unless a conflict of interest arises, outstanding statements have not been paid, or the client fails to cooperate with the Firm regarding its matters. Upon termination of this agreement, you will pay for all services rendered and expenses incurred as of the date of receipt of the letter of termination, and any time necessary to wrap up pending matters and files.

Please sign below and return this page to me to indicate your agreement with these terms.

If you have any questions about the terms of our agreement or any other issues, please do not hesitate to contact me. We look forward to our ongoing work with the District.

Sincerely,
HAYES POZNANOVIC KORVER LLC.

Matthew S. Poznanovic

Matthew S. Poznanovic, Esq.

The foregoing has been received, understood, and agreed to according to the terms set forth therein on this ____ day of _____, 2023.

Greatrock North Water and Sanitation District

NINTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Water Rights Acquisition Services)

This NINTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Ninth Addendum”) is entered into on the 5th day of December 2023, effective as of January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and BISHOP-BROGDEN ASSOCIATES, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated March 4, 2014, which was amended in the *First Addendum to Independent Contractor Agreement*, dated February 2, 2016, the *Second Addendum to Independent Contractor Agreement*, dated February December 6, 2016, the *Third Addendum to Independent Contractor Agreement*, dated November 6, 2018, the *Fourth Addendum to Independent Contractor Agreement*, dated December 3, 2019, the *Fifth Addendum to Independent Contractor Agreement*, dated July 7, 2020, the *Sixth Addendum to Independent Contractor Agreement*, dated December 1, 2020, the *Seventh Addendum to Independent Contractor Agreement*, dated December 7, 2021, and the *Eighth Addendum to Independent Contractor Agreement*, dated December 6, 2022 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the fee schedule therefore; and

WHEREAS, the Parties desire to amend the fee schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO FEE SCHEDULE. The Parties hereby amend and restate in its entirety the Fee Schedule set forth in the Agreement with the Fee Schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. This Ninth Addendum shall be effective on January 1, 2024.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This Ninth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute

one and the same instrument. Executed copies of this Ninth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Ninth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Ninth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
BISHOP-BROGDEN ASSOCIATES, INC., a
Colorado corporation

Printed Name: _____

Title: _____

EXHIBIT A
FEE SCHEDULE

NINTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Water Rights Engineering Services)

This NINTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Ninth Addendum”) is entered into on the 5th day of December 2023, effective as of January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and BISHOP-BROGDEN ASSOCIATES, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated January 1, 2011, which was amended in the *First Addendum to Independent Contractor Agreement*, dated February 2, 2016, the *Second Addendum to Independent Contractor Agreement*, dated January 1, 2017, the *Third Addendum to Independent Contractor Agreement*, dated December 5, 2017, the *Fourth Addendum to Independent Contractor Agreement*, dated November 3, 2018, the *Fifth Addendum to Independent Contractor Agreement*, dated December 3, 2019, and the *Sixth Addendum to Independent Contractor Agreement*, dated December 1, 2020, and the *Seventh Addendum to Independent Contractor Agreement*, dated December 7, 2021, and the *Eighth Addendum to Independent Contractor Agreement*, dated December 6, 2022 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the services to be completed and the fee schedule therefore; and

WHEREAS, the Parties desire to amend the fee schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO FEE SCHEDULE. The Parties hereby amend and restate in its entirety the Fee Schedule set forth in the Agreement with the Fee Schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. This Ninth Addendum shall be effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Ninth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Ninth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Ninth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Ninth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
BISHOP-BROGDEN ASSOCIATES, INC., a
Colorado corporation

Printed Name: _____

Title: _____

EXHIBIT A
FEE SCHEDULE

TWELFTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Operator in Responsible Charge Services)

This TWELFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Twelfth Addendum”) is entered into on the 5th day of December 2023, effective as of January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and RAMEY ENVIRONMENTAL COMPLIANCE, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated January 1, 2016, as amended by the *First Addendum to Independent Contractor Agreement*, dated December 6, 2016, the *Second Addendum to the Independent Contractor Agreement*, dated December 5, 2018, the *Third Addendum to the Independent Contractor Agreement*, dated November 6, 2018, the *Fourth Addendum to the Independent Contractor Agreement*, dated December 3, 2019, the *Fifth Addendum to the Independent Contractor Agreement*, dated May 5, 2020, the *Sixth Addendum to the Independent Contractor Agreement*, dated September 14, 2020, the *Seventh Addendum to the Independent Contractor Agreement*, dated December 1, 2020, the *Eighth Addendum to the Independent Contractor Agreement*, dated May 4, 2021, and the *Ninth Addendum to the Independent Contractor Agreement*, dated December 7, 2021, the *Tenth Addendum to the Independent Contractor Agreement*, dated August 12, 2022, and the Eleventh Addendum dated December 5, 2023 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the compensation schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO COMPENSATION SCHEDULE. The Parties hereby amend and restate the Compensation Schedule set forth in Exhibit A of the Agreement with the Compensation Schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. This Twelfth Addendum shall be effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Twelfth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Twelfth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Twelfth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Twelfth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:

RAMEY ENVIRONMENTAL COMPLIANCE, INC., a Colorado corporation

Printed Name: _____

Title: _____

EXHIBIT A
COMPENSATION SCHEDULE

NINTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Landscape Maintenance Services)

This NINTH ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the “Ninth Addendum”) is entered into this 5th day of December, 2023, with an effective date of January 1, 2024, by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ELITE INDUSTRIES, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated January 1, 2014, as amended by the *First Addendum to Independent Contractor Agreement*, dated April 7, 2015, the *Second Addendum to Independent Contractor Agreement*, dated January 1, 2016, the *Third Addendum to Independent Contractor Agreement*, dated January 1, 2018, the *Fourth Addendum to Independent Contractor Agreement*, dated March 3, 2019, and the *Fifth Addendum to Independent Contractor Agreement*, dated December 1, 2020, the *Sixth Addendum to Independent Contractor Agreement*, dated December 7, 2021, the *Seventh Addendum to Independent Contractor Agreement*, dated December 6, 2022, and the *Eighth Addendum to Independent Contractor Agreement*, dated February 24, 2023, (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the fee schedule therefore; and

WHEREAS, the Parties desire to amend the fee schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. AMENDMENT TO FEE SCHEDULE. The Parties hereby amend and restate in its entirety the Fee Schedule set forth in the Agreement set forth in Exhibit A-1 with the Fee Schedule set forth in **Exhibit A-2**, attached hereto and incorporated herein by this reference. This Ninth Addendum shall be effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Ninth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Ninth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Ninth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Ninth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
ELITE INDUSTRIES, INC., a Colorado corporation

Printed Name: _____

Title: _____

EXHIBIT A-2
FEE SCHEDULE

FIFTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Generator Maintenance Services)

This FIFTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Fifth Addendum”) is entered into this 5th day of December 2023, effective as of January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and GENERATOR SOURCE, LLLP d/b/a DIESEL SERVICE & SUPPLY, a Colorado limited liability limited partnership (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, on March 5, 2019, as amended by the *First Addendum to Independent Contractor Agreement*, dated December 3, 2020, the *Second Addendum to Independent Contractor Agreement*, dated December 1, 2020, the *Third Addendum to Independent Contractor Agreement*, dated December 7, 2021, and the *Fourth Addendum to Independent Contractor Agreement*, dated December 6, 2022 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the compensation schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO COMPENSATION SCHEDULE. The Parties hereby amend the Compensation Schedule set forth in Exhibit A of the Agreement with the Compensation Schedule set forth in **Exhibit A-1**, attached hereto and incorporated by reference. This Fifth Addendum is effective as of January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Fifth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Fifth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Fifth Addendum.

IN WITNESS WHEREOF, the Parties have caused this Fifth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
GENERATOR SOURCE, LLLP d/b/a DIESEL
SERVICE & SUPPLY, a Colorado limited liability
partnership,

Printed Name: _____

Title: _____

EXHIBIT A-1
COMPENSATION SCHEDULE

FOURTH ADDENDUM TO
INDEPENDENT CONTRACTOR AGREEMENT
(Fire Hydrant Maintenance Services)

This FOURTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (“Fourth Addendum”) is made and entered into as of the 5th day of December 2023, effective as of January 1, 2024, by and between GREATROCK NORTH WATER & SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ACTION FIRE HYDRANT SERVICE, LLC, a Colorado limited liability company (the “Contractor”), collectively, collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into that certain *Independent Contractor Agreement* dated May 7, 2019, as amended by the *First Addendum to Independent Contractor Agreement* dated August 17, 2020, the *Second Addendum to Independent Contractor Agreement* dated December 7, 2021, and the *Third Addendum to Independent Contractor Agreement* dated December 6, 2022 (collectively, the “Agreement”).

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the compensation schedule to reflect a change in the Contractor’s rates.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO COMPENSATION SCHEDULE. The Parties hereby amend and replace in its entirety the Compensation Schedule set forth in Exhibit A of the Agreement with the Compensation Schedule set forth in **Exhibit A-1**, attached hereto and incorporated by reference. This Fourth Addendum is effective as of January 1, 2024.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This Fourth Addendum 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 of this Fourth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Fourth Addendum.

IN WITNESS WHEREOF, the Parties have caused this Fourth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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 to the District

CONTRACTOR:
ACTION FIRE HYDRANT SERVICE, LLC, a
Colorado limited liability company

Printed Name: _____

Title: _____

EXHIBIT A
COMPENSATION SCHEDULE

FOURTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(General Engineering Services)

This FOURTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Third Addendum”) is entered into this 5th day of December 2023, effective January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and ELEMENT ENGINEERING, LLC, a Colorado limited liability company (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated June 1, 2021, as amended by the *First Addendum Independent Contractor Agreement*, dated July 6, 2021, and the *Second Addendum Independent Contractor Agreement*, dated December 6, 2022, the *Third Addendum Independent Contractor Agreement*, dated February 15, 2023 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the compensation schedule as set forth in the Agreement to reflect a change in the Contractor’s rate.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO COMPENSATION SCHEDULE. The District and the Contractor hereby amend and replace the Compensation Schedule set forth in Exhibit A-1 of the Agreement with the Compensation Schedule set forth in **Exhibit A-2**, attached hereto and incorporated by reference. This Fourth Addendum shall be effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Fourth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Fourth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Fourth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Fourth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
ELEMENT ENGINEERING, LLC, a Colorado
limited liability company

Printed Name: _____

Title: _____

EXHIBIT A-2
COMPENSATION SCHEDULE

FOURTH ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(Repair Services)

This FOURTH ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (the “Third Addendum”) is entered into this 5th day of December 2023, effective January 1, 2024, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and NORTHERN COLORADO CONSTRUCTORS, INC., a Colorado corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the Parties entered into an *Independent Contractor Agreement*, dated February 13, 2015, as amended by the *First Addendum Independent Contractor Agreement*, dated December 1, 2020, and the *Second Addendum Independent Contractor Agreement*, dated August 18, 2023, and the *Third Addendum Independent Contractor Agreement*, dated October 23, 2023 (collectively, the “Agreement”); and

WHEREAS, the Agreement sets forth the scope of services to be provided by the Contractor to the District and the compensation schedule therefore; and

WHEREAS, the Parties desire to amend the compensation schedule as set forth in the Agreement to reflect a change in the Contractor’s rate.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS

1. AMENDMENT TO COMPENSATION SCHEDULE. The District and the Contractor hereby amend and replace the Compensation Schedule set forth in Exhibit A-1 of the Second Addendum with the Compensation Schedule set forth in **Exhibit A-3**, attached hereto and incorporated by reference. This Fourth Addendum shall be effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This Fourth Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this Fourth Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this Fourth Addendum.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties have caused this Fourth Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

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

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:
NORTHERN COLORADO CONSTUCTORS,
INC., a Colorado corporation

Printed Name: _____

Title: _____

EXHIBIT A-3
COMPENSATION SCHEDULE

**FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(EMERGENCY WATER LINE REPAIR SERVICES)**

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the “First Addendum”) is entered into the 5th day of December, 2023, with an effective date of January, 1, 2024, by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and AMERCIAN WEST CONSTRUCTION, LLC, a Colorado limited liability company (the “**Contractor**”), collectively referred to herein as the “**Parties**”.

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Emergency Water Line Repair Services)*, dated September 28, 2022 (the “Agreement”); and

WHEREAS, the Agreement sets forth the services to be completed and compensation schedule therefor; and

WHEREAS, the Parties desire amend the compensation schedule as set forth in the Agreement to reflect changes in the Contractor’s rates; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. AMENDMENT TO COMPENSATION SCHEDULE. The Parties hereby amend the Compensation Schedule in Exhibit A of the Agreement with the Compensation Schedule set forth in **Exhibit A-1**, attached hereto and incorporated herein by this reference. This First Addendum is effective on January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this First Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Addendum.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

GREATROCK NORTH WATER AND
SANITATION DISTRICT

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:

AMERICAN WEST CONSTRUCTION, LLC, a
Colorado limited liability company

Printed Name: _____

Title: _____

EXHIBIT A-1
COMPENSATION SCHEDULE

**FIRST ADDENDUM
TO
INDEPENDENT CONTRACTOR AGREEMENT
(SCADA MAINTENANCE SERVICES)**

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the “First Addendum”) is entered into the 5th day of December, 2023, with an effective date of January 1, 2024, by and between the GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and HYDRO OPTIMIZATION AND AUTOMATION SOLUTIONS, INC., a Nebraska corporation (the “**Contractor**”), collectively referred to herein as the “**Parties**”.

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement (Scada Maintenance Services)*, dated April 11, 2023 (the “Agreement”); and

WHEREAS, the Agreement sets forth the services to be completed and compensation schedule therefor; and

WHEREAS, the Parties desire amend the compensation schedule as set forth in the Agreement to reflect changes in the Contractor’s rates; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. AMENDMENT TO COMPENSATION SCHEDULE. The Parties hereby amend the Compensation Schedule in Exhibit A of the Agreement with the Compensation Schedule set forth in **Exhibit A-1**, attached hereto and incorporated herein by this reference. This First Addendum is effective as of January 1, 2024.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This First Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Executed copies of this First Addendum may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories to this First Addendum.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the Parties have caused this First Addendum to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

DISTRICT:

GREATROCK NORTH WATER AND
SANITATION DISTRICT

Officer of the District

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CONTRACTOR:

HYDRO OPTIMIZATION AND AUTOMATION
SOLUTIONS, INC., a Nebraska corporation

Printed Name: _____

Title: _____

EXHIBIT A-1
COMPENSATION SCHEDULE



December 5, 2023

VIA UNITED STATES MAIL

Element Engineering, LLC
12687 West Cedar Drive, Suite 300
Lakewood, CO 80228
Attn: Nicholaus P. Marcotte

RE: Greatrock North Water & Sanitation District
Completion of Services and Termination of Agreement— RO Treatment Project
and Support Services

To Whom It May Concern:

On July 2, 2019, the Greatrock North Water & Sanitation District (the “District”) and Element Engineering entered into an Independent Contractor Agreement for RO Treatment Project and Support Services, as amended by the First Addendum dated December 3, 2019, the Second Addendum dated August 4, 2020, and the Third Addendum dated May 4, 2021 (collectively, the “Agreement”). The Services set forth in the Agreement have been completed to the District’s satisfaction and compensation therefor has been paid in full. Pursuant to Paragraph 2 of the Agreement, the District provides you this notice of termination of the Agreement due to the completion of the Services set forth therein. It is important to note that provisions including, but not limited to, the warranty, indemnification and liability provisions, contained in the Agreement survive termination and remain in full force and effect as specified in the Agreement.

On behalf of the District, I would like to thank you for your work and we look forward to continuing to work with you in the future.

Very Truly Yours,
GREATROCK NORTH WATER & SANITATION
DISTRICT

Lisa A. Johnson, District Manager

cc: Jennifer Gruber Tanaka, Esq., District General Counsel

After Recording, Return to:
 WHITE BEAR ANKELE TANAKA & WALDRON
 2154 East Commons Avenue, Suite 2000
 Centennial, Colorado 80122

Resolution No. 2023-12-01

**RESOLUTION
 OF THE
 BOARD OF DIRECTORS
 OF THE
 GREATROCK NORTH WATER AND SANITATION DISTRICT**

**CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES AND
 CHARGES FOR WATER SERVICES AND FACILITIES**

WHEREAS, the Greatrock North Water and Sanitation District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Adams County, Colorado, and after approval of the District’s eligible electors at an election; and

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

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, construct, operate and maintain certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include water improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain water services to property and inhabitants within and without the boundaries of the District (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the acquisition, construction, installation, repair, replacement, improvement, reconstruction operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within

and without the District maintained, and that the health, safety and welfare of the District, its users and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the establishment and continuation of fair and equitable fees and charges (collectively, the “**Fees and Charges**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Costs**”), which Costs are generally attributable to the persons and/or properties subject to such Fees and Charges, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, pursuant to § 32-1-1006(1)(g), C.R.S., the District is empowered to fix and from time to time increase or decrease tap fees; and

WHEREAS, the establishment of a fair and equitable fee (the “**System Development Fee**” or “**Tap Fee**”) to provide a source of funding to pay for the initial capital direct and indirect costs associated with the construction, installation and acquisition of the Facilities (the “**Capital Facilities Costs**”), which Capital Facilities Costs are generally attributable to each Lot and Commercial Lot (defined below), is necessary to provide for the common good and for the prosperity and general welfare of the District, its users and its inhabitants; and

WHEREAS, pursuant to §32-1-1001(2), C.R.S., the Board, as a governing body furnishing domestic water or sanitary sewer services directly to residents and property owners within or outside of the District, may fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty (30) days after providing notice stating that the action is being considered and stating the date, time and place of the meeting at which the action is being considered; and

WHEREAS, pursuant to § 32-1-1001(2)(a)(III), C.R.S., on October 16, 2023, the Board provided the required thirty (30) days’ notice to the residents and property owners within and outside of the District by posting the information on the official website of the District, a link to which is on the official website of the Division of Local Government; and

WHEREAS, pursuant to § 32-1-1001(2)(a)(IV), C.R.S., on October 16, 2023, the Board provided the required (30) days’ notice by posting the notice on the official website of the Colorado Special District Association, the statewide association of special districts forms pursuant to § 29-1-401, C.R.S., which association posted the notice of a publicly accessible section of its website; and

WHEREAS, the District finds that the Fees and Charges and System Development Fee (as defined below), as set forth in this Resolution, are reasonably related to the overall cost of providing the Facilities and Services and paying the Costs and Capital Facilities Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on December 3, 2019, the Board adopted Resolution No. 2019-12-05: Resolution of the Board of Directors of the Greatrock North Water and Sanitation District Adopting Rules and

Regulations (2019 Reissuance) (the “**Rules and Regulations**”), in which the Board adopted a Schedule of Fees and Charges (as defined in the Prior Fee Resolution (defined below), which Schedule of Fees and Charges was amended and replaced in its entirety through the Board’s adoption of Resolution No. 2021-12-01: Amending Rules and Regulations (2019 Reissuance) and Resolution No. 2022-12-02: Amending Rules and Regulations (2019 Reissuance) (collectively, the “**Prior Fee Resolution**”) and the Board desires to adopt this Resolution to amend and restate the Schedule of Fees and Charges set forth in the Prior Fee Resolution in its entirety, as also evidenced by the Board’s adoption of Resolution No. 2023-12-02: Amending Rules and Regulations (2019 Reissuance). All other provisions of the Rules and Regulations, as amended, remain in full force and effect and are not otherwise amended by this Resolution.

NOW, THEREFORE, be it resolved by the Board as follows:

1. DEFINITIONS. Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as well as properties outside of the District’s legal boundaries which receive service from the District, all as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“**Due Date**” means the date by which the Fees and Charges and System Development Fee are due, which Due Date is reflected on the Schedule of Fees.

“**End User**” as defined in **Appendix A** of the Greatrock North Water and Sanitation District Rules and Regulations as amended from time to time (the “Rules and Regulations”).

“**Lot**” means each parcel of land established by a recorded final subdivision plat and which is located within the District Boundaries.

“**Property Owner**” as defined in the Rules and Regulations.

“**Residential Unit**” as defined in Appendix A of the Rules and Regulations.

“**Schedule of Fees and Charges**” as defined in the Rules and Regulations. The Schedule of Fees and Charges set forth in **Appendix A** in the Rules and Regulations, is attached hereto as **Exhibit A**.

“**Transfer**” or “**Transferred**” shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser or purchasers.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units is situated and specifically excluding any parcel owned by the District.

2. THE FEES AND CHARGES.

a. Service Fees and Charges. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents, users and property owners to impose, and does hereby impose the Fees and Charges set forth in the Schedule of Fees and Charges to fund the Costs. The Fees and Charges are hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual “Schedule of Fees and Charges” and shall constitute the rate in effect until such schedule is amended or repealed. The Schedule of Fees and Charges is set forth in the Rules and Regulations as Appendix A and is attached hereto as **Exhibit A**.

b. Transfer Payment. The Fees shall include a separate payment imposed on transfers of a Residential Unit (the “**Transfer Payment**”). The Transfer Payment shall be imposed on all Transfers of a Residential Unit by an End User. The Transfer Payment shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Fees and Charges:

i. Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

ii. Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Transfer Payment shall apply and be based upon such additional consideration.

iii. Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

c. The Board has determined, and does hereby determine, that the Fees and Charges are reasonably related to the overall cost of providing the Facilities and Services, and is imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

d. The revenues generated by the Fees and Charges will be accounted for separately from other revenues of the District, specifically *ad valorem* property tax revenues, if applicable. The revenue from Fees and Charges will be used solely for the purpose of paying Costs, and, if *ad valorem* property tax revenues are available, may not be used by the District to pay for general administrative costs of the District. This restriction on the use of the Fees and Charges revenue shall be absolute and without qualification.

e. The Board has determined, and does hereby determined, that the Fees and Charges are calculated to defray the cost of funding the Costs and reasonably distribute the burden of defraying the Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. SYSTEM DEVELOPMENT FEE. A one-time System Development Fee is hereby established and imposed upon each Lot within the District Boundaries in the amounts set forth in the Schedule of Fees and Charges.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Fees and Charges and System Development Fee not paid in full within five (5) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding Fees and Charges and System Development Fee, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

5. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorney fees shall be made by check or equivalent form acceptable to the District, made payable to "Greatrock North Metropolitan District" and sent to the address indicated on the Schedule of Fees and Charges. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

6. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the

laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Adams County, Colorado.

7. CERTIFICATION OF ACCOUNT TO COUNTY TREASURER. Pursuant to §32-1-1101(1)(e), C.R.S., the Board may elect to certify any delinquent account and late fees satisfying the criteria established therein to the Adams County Treasurer for collection with the District's *ad valorem* property taxes. The certification process may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and Adams County policy.

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

9. EFFECTIVE DATE. This Resolution shall become effective as of January 1, 2024.

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

ADOPTED this 5th day of December, 2023.

GREATROCK NORTH WATER AND
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 to the District

*Signature page to Resolution Concerning the Imposition of Various Fees and Charges for Water
Services and Facilities*

EXHIBIT A
SCHEDULE OF FEES AND CHARGES

Adopted and Approved
December 5, 2023

All System Development Fees, Fees and Charges set forth herein as effective as of January 1, 2024.

SYSTEM DEVELOPMENT FEE (All Developments Other than Hayesmount Estates, Homestead Heights II (aka Country Club Ranchettes) and Ridgeview Estates) \$ 14,760

This fee is a one-time contribution per single-family residential equivalent unit (“EQR”) required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities shall include the wells, treatment (including the water treatment facility and two evaporation ponds), storage, transmission, mechanical and electrical components, instrumentation and control components constructed, installed and/or acquired by the District on or before September 5, 2017. Regional Facilities shall not include site specific infrastructure or facilities or transmission lines extending from the Regional Facilities to a subdivision. The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾” Size | 1 EQR |
| 1” Size | 1.67 EQR |
| 1½” Size | 3.33 EQR |
| 2” Size | 6.67 EQR |
| 3” Size | 16.67 EQR |
| 4” Size | 33.33 EQR |
| Larger than 4” | As Determined by District |

SYSTEM DEVELOPMENT FEE (Hayesmount Estates)

\$ 25,560

The System Development Fee for Hayesmount Estates is a one-time contribution per single-family residential equivalent unit (“EQR”) required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities for Hayesmount Estates shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Hayesmount Estates shall not include site specific infrastructure (i.e. distribution

1 “Original Developer” means the owner of the lot as of December 7, 2021.

2 “End User” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. A “Residential Unit” means each single family attached and single family detached residential dwelling unit (including, without limitation, condominiums, townhomes, paired homes, rowhouses, duplexes and any other attached and detached single family dwelling units) located within the District.

system improvements (waterlines)) within the subdivision or connected to another subdivision's infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾" Size | 1 EQR |
| 1" Size | 1.67 EQR |
| 1½" Size | 3.33 EQR |
| 2" Size | 6.67 EQR |
| 3" Size | 16.67 EQR |
| 4" Size | 33.33 EQR |
| Larger than 4" | As Determined by District |

SYSTEM DEVELOPMENT FEE (Homestead Heights II (a/k/a Country Club Ranchettes)

\$ 31,000

The System Development Fee for Homestead Heights II (a/k/a Country Club Ranchettes) is a one-time contribution per single-family residential equivalent unit ("EQR") required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities for Homestead Heights II (a/k/a Country Club Ranchettes) shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Homestead Heights II (a/k/a Country Club Ranchettes) shall not include site specific infrastructure (i.e. distribution system improvements (waterlines)) within the subdivision or connected to another subdivision's infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾" Size | 1 EQR |
| 1" Size | 1.67 EQR |
| 1½" Size | 3.33 EQR |
| 2" Size | 6.67 EQR |
| 3" Size | 16.67 EQR |
| 4" Size | 33.33 EQR |
| Larger than 4" | As Determined by District |

SYSTEM DEVELOPMENT FEE (Ridgeview Estates)

\$ 26,280

The System Development Fee for Ridgeview Estates is a one-time contribution per single-family residential equivalent unit (“EQR”) required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities for Ridgeview Estates shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Ridgeview Estates shall not include site specific infrastructure (i.e. distribution system improvements (waterlines)) within the subdivision or connected to another subdivision’s infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾” Size | 1 EQR |
| 1” Size | 1.67 EQR |
| 1½” Size | 3.33 EQR |
| 2” Size | 6.67 EQR |
| 3” Size | 16.67 EQR |
| 4” Size | 33.33 EQR |
| Larger than 4” | As Determined by District |

TAP INSPECTION FEE

\$150

This fee is intended to cover the cost of the District’s inspection of the physical tap and of the Customer’s Service Line, entering the tap location on the District’s as-built drawing set, and other ancillary services needed in connection with a new tap.

MONTHLY WATER SERVICE CHARGES

| | |
|-----------------------|--------------------------|
| Base Rate (0 gallons) | \$ 60.00 flat rate |
| 40,000 gallons | \$ 6.00 per 1,000 gals. |
| 40,001 + gallons | \$ 12.20 per 1,000 gals. |

LATE CHARGE

\$ 15.00

RENEWABLE WATER RESOURCE FEE

| Meter Size | SFE | GPM | Fee* |
|------------|------|-----|----------|
| 5/8 & ¾ | 0.67 | 20 | \$9,936 |
| ¾ | 1 | 30 | \$14,830 |

| | | | |
|------|-------|------|-----------|
| 1" | 1.67 | 50 | \$24,766 |
| 1.5" | 3.33 | 100 | \$49,384 |
| 2" | 6.67 | 200 | \$98,916 |
| 3" | 16.67 | 500 | \$247,216 |
| 4" | 33.33 | 1000 | \$494,284 |
| 6" | 66.67 | 2000 | \$988,716 |

*Fee structure based on Town of Castle Rock Municipal Code, 2012 Renewable Water Resource Fees, Chapter 4.04, Water Dedication Code.

Credit against the renewable water resource fee may be granted in consideration of the dedication of tributary water or surface water rights on such terms and conditions acceptable to the District Board.

Payment of the renewable water resource fee shall be assessed in accordance with the schedule of rates in effect as of the date of inclusion. Payment of the renewable water resource fee shall be a condition to issuance of the issuance of a water tap.

AVAILABILITY OF SERVICE CHARGE

50% of Monthly Water Service Charge Base Rate

Assessed on each parcel of land established by a recorded final subdivision plat located within the District’s boundaries and where the lot line of which is located within one hundred feet (100’) of a water line which is installed and ready for connection. Charge assessed and due on same schedule as Monthly Water Service Charge.

INSPECTION FEES

| | | |
|-------------------------------------|----|--------|
| Service Line / Meter Pit Inspection | \$ | 180.00 |
| Meter Installation | \$ | 180.00 |
| Other Inspection | \$ | 180.00 |

REINSPECTION FEE OR RETURN VISIT FEE

\$ 180.00

METER COST

Current cost to District

WATER TURN ON/TURN OFF

\$ 90.00 each on/off
(Customer Requested)

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE

\$ 50.00 / month

District shall make construction water available to homebuilders, from the date a building permit is pulled until a meter is installed at a flat monthly rate.

FIRE HYDRANT METER FEES

| | |
|-------------------------------|--------------------------|
| Meter Assembly Rental Deposit | \$ 2,000.00 (refundable) |
| Monthly Fee | \$ 10.00 / 1,000 gallons |

FORMAL INCLUSION HEARING FEE

\$ 1,000.00 / application fee

Plus all costs of publication of notices and engineering, management and attorneys; fees incurred by District in processing the inclusion.

INCLUSION FEE

| | |
|------------------------------------|----------------|
| Initial Deposit | \$ 10,000.00 |
| | Non-refundable |
| Incremental Refundable Deposits of | \$ 5,000.00 |

For actual time and expenses incurred over the \$10,000 initial deposit, including but not limited to costs of publication of notices and engineering, management and attorneys' fees.

TRANSFER OF SERVICE FEE

\$ 175.00/occurrence

Fee due and owing upon transfer of account from one responsible party and/or account holder to another.

PLAN REVIEW FEES

| | |
|---|---------------------------|
| Actual Time and expenses incurred by District | \$ 1,500.00 / minimum fee |
|---|---------------------------|

PENALTY FEES / FINES:

Excavation During Non-Excavation Period - Bond \$ 5,000.00

December 1 through March 31 of each year. The District may adjust the no-excavation period based on actual weather conditions. The bond is security for repairs which may be required due to damage to the District's existing facilities.

Installation of any non-metered device \$ 2,000.00 / occurrence

Installation of any device (i.e., "jumper") to allow for circumvention of the District's monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee. Such fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

Irrigating with Domestic Water³ - First Offense \$ 1,000.00

Irrigating with Domestic Water³ - Second Offense \$ 2,000.00
& Flow Restrictor will be installed

³ In a dual domestic and irrigation water service area.

Irrigating with Domestic Water³ - Disconnection of Service. Service not to be reinstated until all fees, including penalties, are paid in full.

Failure to Possess Rules and Regulations \$ 1,000.00 / occurrence

Failure to purchase and/or have a copy of the Greatrock North Water and Sanitation District Rules and Regulations, and updates, and approved construction plans on site during construction.

Occupation of Building Prior to Meter Set \$ 1,000.00

Repair of Broken or Damaged Water Meters, Meter Pits and Curb Stop Boxes 100%⁴

Plus any management and attorneys' fees incurred to collect associated costs.

Unauthorized Tampering with District systems or meters: \$ 2,000.00 / incident

Plus actual cost of damage, expense, and loss.

Unauthorized Connection Fee 2 x the current SDF

Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

⁴ A) If a Customer damages or breaks their water meter, the Customer shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes.

B) The District will notify the Customer of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Customer will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, the costs will be added as a charge to the Customer's water bill for the next billing cycle.

EXHIBIT B
GREATROCK NORTH WATER AND SANITATION DISTRICT
District Boundaries

Resolution Number 2023-12-02

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
GREATROCK NORTH WATER AND SANITATION DISTRICT
AMENDING RULES AND REGULATIONS
(2019 Reissuance)

WHEREAS, the Greatrock North Water and Sanitation District (the “District”) was organized in accordance with and pursuant to §§ 32-1-101, *et seq.*, C.R.S. for the purpose of providing water and storm drainage facilities and services to properties within and without its boundaries; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District’s Board of Directors (the “Board”) is empowered to adopt, amend and enforce rules and regulations of the District; and

WHEREAS, on December 5, 2019, the Board adopted Rules and Regulations, which Rules and Regulations incorporated all prior revisions adopted by the Board and were reissued as of this date, and which have been subsequently amended by separate resolution since their original adoption (collectively, the “Rules and Regulations”); and

WHEREAS, the Board has determined that the fees and charges set forth in Appendix A of the Rules and Regulations need to be updated; and

WHEREAS, pursuant to §32-1-1001(2), C.R.S., the Board, as a governing body furnishing domestic water services directly to residents and property owners within or outside of the District, may fix or increase fees, rates, tolls, penalties or charges for domestic water services only after consideration of the action at a public meeting held at least thirty (30) days after providing notice stating that the action is being considered and stating the date, time and place of the meeting at which the action is being considered; and

WHEREAS, pursuant to § 32-1-1001(2)(a)(III), C.R.S., on October 16, 2023, the Board provided the required thirty (30) days’ notice to the residents and property owners within and outside of the District by posting the information on the official website of the District, a link to which is on the official website of the Division of Local Government; and

WHEREAS, pursuant to § 32-1-1001(2)(a)(IV), C.R.S., on October 16, 2023, the Board further provided the required (30) days’ notice by posting the notice on the official website of the Colorado Special District Association, the statewide association of special districts forms pursuant to § 29-1-401, C.R.S., which association posted the notice of a publicly accessible section of its website; and

WHEREAS, the Board desires to amend the Rules and Regulations in this Resolution to provide for the changes in fees, rates, tolls, penalties and charges reflected in the Schedule of Fees and Charges appended to the Rules and Regulations (2019 Issue) as Appendix A thereto.

NOW, THEREFORE, be it resolved by the Board as follows:

Section 1. REPLACEMENT OF APPENDIX A “SCHEDULE OF FEES AND CHARGES.” Appendix A of the Rules and Regulations shall be replaced in its entirety with the Schedule of Fees and Charges set forth in **Exhibit A**, attached hereto.

Section 2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Rules and Regulations, as amended, shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank. Signature Page Follows].

ADOPTED this 5th day of December, 2023.

GREATROCK NORTH WATER AND
SANITATION DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

EXHIBIT AAppendix A
Schedule of Fees and Charges**APPENDIX A****SCHEDULE OF FEES AND CHARGES**Adopted and Approved
December 5, 2023

All System Development Fees, Fees and Charges set forth herein as effective as of January 1, 2024.

SYSTEM DEVELOPMENT FEE (All Developments Other than Hayesmount Estates, Homestead Heights II (aka Country Club Ranchettes) and Ridgeview Estates) \$ 14,760

This fee is a one-time contribution per single-family residential equivalent unit (“EQR”) required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities shall include the wells, treatment (including the water treatment facility and two evaporation ponds), storage, transmission, mechanical and electrical components, instrumentation and control components constructed, installed and/or acquired by the District on or before September 5, 2017. Regional Facilities shall not include site specific infrastructure or facilities or transmission lines extending from the Regional Facilities to a subdivision. The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾” Size | 1 EQR |
| 1” Size | 1.67 EQR |
| 1½” Size | 3.33 EQR |
| 2” Size | 6.67 EQR |
| 3” Size | 16.67 EQR |
| 4” Size | 33.33 EQR |
| Larger than 4” | As Determined by District |

SYSTEM DEVELOPMENT FEE (Hayesmount Estates)

\$ 25,560

The System Development Fee for Hayesmount Estates is a one-time contribution per single-family residential equivalent unit (“EQR”) required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District.

¹ “Original Developer” means the owner of the lot as of December 7, 2021.

² “End User” means any third-party homeowner or tenant of any homeowner occupying or intending to occupy a Residential Unit. A “Residential Unit” means each single family attached and single family detached residential dwelling unit (including, without limitation, condominiums, townhomes, paired homes, rowhouses, duplexes and any other attached and detached single family dwelling units) located within the District.

Regional Facilities for Hayesmout Estates shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Hayesmout Estates shall not include site specific infrastructure (i.e. distribution system improvements (waterlines)) within the subdivision or connected to another subdivision's infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾" Size | 1 EQR |
| 1" Size | 1.67 EQR |
| 1½" Size | 3.33 EQR |
| 2" Size | 6.67 EQR |
| 3" Size | 16.67 EQR |
| 4" Size | 33.33 EQR |
| Larger than 4" | As Determined by District |

SYSTEM DEVELOPMENT FEE (Homestead Heights II (a/k/a Country Club Ranchettes)

\$ 31,000

The System Development Fee for Homestead Heights II (a/k/a Country Club Ranchettes) is a one-time contribution per single-family residential equivalent unit ("EQR") required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Regional Facilities for Homestead Heights II (a/k/a Country Club Ranchettes) shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Homestead Heights II (a/k/a Country Club Ranchettes) shall not include site specific infrastructure (i.e. distribution system improvements (waterlines)) within the subdivision or connected to another subdivision's infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------|-----------|
| ¾" Size | 1 EQR |
| 1" Size | 1.67 EQR |
| 1½" Size | 3.33 EQR |
| 2" Size | 6.67 EQR |
| 3" Size | 16.67 EQR |
| 4" Size | 33.33 EQR |

Larger than 4"

As Determined by District

SYSTEM DEVELOPMENT FEE (Ridgeview Estates)

\$ 26,280

The System Development Fee for Ridgeview Estates is a one-time contribution per single-family residential equivalent unit ("EQR") required of new Customers (or existing Customers having change of use) to be used for capital investment in Regional Facilities and the organization of the District. Ridgeview Estates shall include wells, treatment (including the water treatment facility and current/future concentrate evaporation ponds), water storage tanks, transmission, mechanical and electrical components, and instrumentation and control components constructed, installed, acquired, or planned by the District for its public water system. Regional Facilities for Ridgeview Estates shall not include site specific infrastructure (i.e. distribution system improvements (waterlines)) within the subdivision or connected to another subdivision's infrastructure (waterlines). The System Development Fee shall be due within five (5) business days of the first to occur of the following: 1) transfer of a lot from the Original Developer¹ to a subsequent Developer or End User²; or 2) the issuance of a building permit by the County for each lot.

Fees for the following tap sizes will be calculated at the stated EQR values multiplied by the SDF amount stated above:

| | |
|----------------|---------------------------|
| ¾" Size | 1 EQR |
| 1" Size | 1.67 EQR |
| 1½" Size | 3.33 EQR |
| 2" Size | 6.67 EQR |
| 3" Size | 16.67 EQR |
| 4" Size | 33.33 EQR |
| Larger than 4" | As Determined by District |

TAP INSPECTION FEE

\$150

This fee is intended to cover the cost of the District's inspection of the physical tap and of the Customer's Service Line, entering the tap location on the District's as-built drawing set, and other ancillary services needed in connection with a new tap.

MONTHLY WATER SERVICE CHARGES

| | |
|-----------------------|--------------------------|
| Base Rate (0 gallons) | \$ 60.00 flat rate |
| 40,000 gallons | \$ 6.00 per 1,000 gals. |
| 40,001 + gallons | \$ 12.20 per 1,000 gals. |

LATE CHARGE

\$ 15.00

RENEWABLE WATER RESOURCE FEE

| Meter Size | SFE | GPM | Fee* |
|------------|------|-----|----------|
| 5/8 & ¾ | 0.67 | 20 | \$9,936 |
| ¾ | 1 | 30 | \$14,830 |

| | | | |
|------|-------|------|-----------|
| 1" | 1.67 | 50 | \$24,766 |
| 1.5" | 3.33 | 100 | \$49,384 |
| 2" | 6.67 | 200 | \$98,916 |
| 3" | 16.67 | 500 | \$247,216 |
| 4" | 33.33 | 1000 | \$494,284 |
| 6" | 66.67 | 2000 | \$988,716 |

*Fee structure based on Town of Castle Rock Municipal Code, 2012 Renewable Water Resource Fees, Chapter 4.04, Water Dedication Code.

Credit against the renewable water resource fee may be granted in consideration of the dedication of tributary water or surface water rights on such terms and conditions acceptable to the District Board.

Payment of the renewable water resource fee shall be assessed in accordance with the schedule of rates in effect as of the date of inclusion. Payment of the renewable water resource fee shall be a condition to issuance of the issuance of a water tap.

AVAILABILITY OF SERVICE CHARGE

50% of Monthly Water Service Charge
Base Rate

Assessed on each parcel of land established by a recorded final subdivision plat located within the District's boundaries and where the lot line of which is located within one hundred feet (100') of a water line which is installed and ready for connection. Charge assessed and due on same schedule as Monthly Water Service Charge.

INSPECTION FEES

| | | |
|-------------------------------------|----|--------|
| Service Line / Meter Pit Inspection | \$ | 180.00 |
| Meter Installation | \$ | 180.00 |
| Other Inspection | \$ | 180.00 |

REINSPECTION FEE OR RETURN VISIT FEE \$ 180.00

METER COST

Current cost to District

WATER TURN ON/TURN OFF

\$ 90.00 each on/off
(Customer Requested)

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE

\$ 50.00 / month

District shall make construction water available to homebuilders, from the date a building permit is pulled until a meter is installed at a flat monthly rate.

FIRE HYDRANT METER FEES

| | |
|-------------------------------|--------------------------|
| Meter Assembly Rental Deposit | \$ 2,000.00 (refundable) |
| Monthly Fee | \$ 10.00 / 1,000 gallons |

FORMAL INCLUSION HEARING FEE

\$ 1,000.00 / application fee

Plus all costs of publication of notices and engineering, management and attorneys; fees incurred by District in processing the inclusion.

INCLUSION FEE

| | |
|------------------------------------|----------------|
| Initial Deposit | \$ 10,000.00 |
| | Non-refundable |
| Incremental Refundable Deposits of | \$ 5,000.00 |

For actual time and expenses incurred over the \$10,000 initial deposit, including but not limited to costs of publication of notices and engineering, management and attorneys' fees.

TRANSFER OF SERVICE FEE

\$ 175.00/occurrence

Fee due and owing upon transfer of account from one responsible party and/or account holder to another.

PLAN REVIEW FEES

| | |
|---|---------------------------|
| Actual Time and expenses incurred by District | \$ 1,500.00 / minimum fee |
|---|---------------------------|

PENALTY FEES / FINES:

Excavation During Non-Excavation Period - Bond \$ 5,000.00

December 1 through March 31 of each year. The District may adjust the no-excavation period based on actual weather conditions. The bond is security for repairs which may be required due to damage to the District's existing facilities.

Installation of any non-metered device \$ 2,000.00 / occurrence

Installation of any device (i.e., "jumper") to allow for circumvention of the District's monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee. Such fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

Irrigating with Domestic Water³ - First Offense \$ 1,000.00

Irrigating with Domestic Water³ - Second Offense \$ 2,000.00

& Flow Restrictor will be installed

Irrigating with Domestic Water³ - Disconnection of Service. Service not to be reinstated until all fees, including penalties, are paid in full.

Failure to Possess Rules and Regulations \$ 1,000.00 / occurrence

³ In a dual domestic and irrigation water service area.

Failure to purchase and/or have a copy of the Greatrock North Water and Sanitation District Rules and Regulations, and updates, and approved construction plans on site during construction.

Occupation of Building Prior to Meter Set \$ 1,000.00

Repair of Broken or Damaged Water Meters, Meter Pits and Curb Stop Boxes 100%⁴
Plus any management and attorneys' fees incurred to collect associated costs.

Unauthorized Tampering with District systems or meters: \$ 2,000.00 / incident
Plus actual cost of damage, expense, and loss.

Unauthorized Connection Fee 2 x the current SDF
Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

⁴ A) If a Customer damages or breaks their water meter, the Customer shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes.

B) The District will notify the Customer of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Customer will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, the costs will be added as a charge to the Customer's water bill for the next billing cycle.

ENGINEER'S PROGRESS REPORT

Date: December 5, 2023
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

The Certificate of Substantial Completion has been provided to Moltz Construction. The date of Substantial Completion was set for October 6, 2022. The advertisement for final payment was posted as required and the final payment was issued. The end of the two-year warranty period is October 6, 2024.

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 CPDHE submittal (EDOP, plans, specifications). The EDOP, plans, and specifications will be to CPDHE 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. All responses have been completed. Element is confirming the Adams County requirement for landscaping.

It is recommended that the district proceed with bidding the project under the Construction Manager at Risk (CMAR) procurement procedure. We have completed responses to all Adams County comments. Also we held a meeting with CDPHE to request either an approval letter or a list of comments to respond to. CDPHE has indicated they will send a brief list of comments. We anticipate having those during the week of January 30th, 2023.

The district approved the CMAR bidding approach at the March 7th meeting. Element is working with the district's attorney to compile an Owner-CMAR agreement. Upon completion of this agreement, the CMAR bid documents will be completed and advertised.

The bid package is complete and we have forwarded all items to the district council to review. The attorneys are working to finalize the Owner-CMAR agreement.

The county has requested some minor modifications to the grading which are being completed. We are finalizing that for final re-submittal to the county. Our next step will be the planning commission and board of county commissioners.

The district's attorney has provided both the Owner-CMAR agreement and the Owner-Contract agreement. The CMAR bid package has been advertised and the bid package has been assembled. The following is the bid schedule for the CMAR process:

| | |
|---|----------------------------------|
| RFP Release Date | June 2 nd at 4:00 PM |
| Non-Mandatory Pre-Bid Meeting | June 9 th at 10:00 AM |
| Last Day to Request Interpretations of the Documents | June 16 th at 4:00 PM |
| Proposals Due (via email to nmarcotte@elementengineering.net) | June 23 rd at 4:00 PM |
| Anticipated Design Phase CMAR Award | July Board Meeting |

Element has finalized and re-submitted all documents to CDPHE and Adams County for permitting purposes. This includes all grading and drainage changes requested by Adams County.

The CMAR package for the Third Concentrate Pond advertised and bid. The district received two (2) proposals. Please see the attached summary and recommendation letter for a detailed analysis of the bids and a recommendation for award.

Element held a project kickoff meeting with PES and representatives from their subcontractor team on August 24, 2023. The meeting went well with discussion centering around the team's ideas for value engineering. While the entire project was discussed, detailed questions discussed were as follows:

- Will a 4-ft fence be acceptable rather than the currently specified 6-ft fence? This will save significant money given the length of the fence.
- Use of the existing concentrate pond water for compaction will save significantly on water haul costs from on offsite area.
- A 40-mil under liner instead of the currently specified 60-mil is requested to save money.
- A slightly re-balancing of dirt work will ensure no net import or export is required.

We are currently awaiting approval from both CDPHE and Adams County to proceed with construction. Adams County has indicated that our Conditional Use Permit Application has satisfied their requirements and they are working to schedule our project on the board of county commissioners and the planning commission meetings.

Adams County has scheduled our Planning Commission and Board of County Commissioner Hearings. These dates are as follows:

- **Planning Commission: October 25 at 5:00 PM**
- **BOCC: November 14th at 9:30 AM**

CDPHE has reviewed our most recent submittal and provided us with a list of additional questions. We are working on responding to that request for information. The planning commission and BOCC have both approved the project. CDPHE approval is the final item required to go to construction.

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.

Element is currently working on budgeting and rate analysis updates for the 2023 calendar year. Also, we have been coordinating with the district's consultants on the Town of Castle Rock water court case.

Element is now meeting monthly with the district manager and operator to go over district related tasks, and make sure coordination and progress is ongoing.

Element completed a design schematic of the necessary work to replace the existing Rocking Horse Farm water storage tank fill valve. These exhibits are attached. It is likely the project will cost less than the statutory public bid requirement of \$120,000. Therefore, it is recommended that the district solicit an on-call contractor for a price to complete the work. HAO solutions will also need to coordinate electrical and control work for the new actuated valve.

Element assisted the district in completing an application for the CDPHE Technical Assistance Grant. This grant is for \$25,000 and is intended to support the district in funding a district-wide hydraulic model.

Element assisted the district in preparing a rate model based on the 2024 budget. This model will be presented and reviewed at the district's board meeting.

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.

No work this period.

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.

Element has received a draft Bill of Sale and as-built documentation. We are waiting on final documents for initial acceptance.

We have final documents for Initial Acceptance and anticipate board approval during the February meeting. These documents have been submitted to the attorney for review.

Element is planning to GIS the new infrastructure in CCRF1 and upload it to the district's GIS software. Work should be completed during the month of June.

The GIS work for the Country Club Ranchettes Filing 1 work has been completed and the all linework and data added to the district's GIS system.

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 comments.

Element met with the district staff to review the inclusion agreement. During this review it was determined that a capacity analysis would need to be updated to document that the district has adequate capacity to serve CCR F2. This capacity analysis will be completed to ensure the inclusion can be adequately served by existing district infrastructure, or if additional infrastructure by the developer is required.

A district-wide capacity analysis is currently being worked on. This will assist in determining what, if any, capital improvements are necessary for the CCRF1 Inclusion Agreement.

The capacity analysis has been completed and submitted to the district for consideration. This capacity analysis is a district-wide model that should be updated with the addition of any new development.

No work this period.

3. Ridgeview Estates

This subdivision has gained Initial Acceptance.

No work this period.

4. Epic Estates

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

Element attended an inclusion meeting at the CLA offices to discuss the Epic Estates inclusion process and needed information. We specifically requested water quality results from Epic's raw water wells. A sampling and testing battery of necessary information was sent to Epic Estates.

No work this period.

5. Horse Creek Retreat

No work this period.

OTHER PROJECTS:

1. 2023 Tap Fee Update

The GNWSD board approved Element to compile an updated tap fee analysis. This work is currently being assigned to our staff and is being compiled. We are completing a district-wide capacity analysis prior to finalizing this tap fee analysis.

The tap fee analysis has been completed and submitted to the district for review and approval.

The tap fee analysis has been completed and presented to the board.

| GNWSD - ANALYSIS FOR 2024 WATER RATES | | | | | | | | | | | | | | |
|--|---------------------|---------------------|---------------------|---------------------|-------------------|-------------------|---|-----------|-------------------|----------------------|----------------------|---------------|--|--|
| ENTERPRISE FUND | | | BUDGET ALLOCATIONS | | | | | | | | | | | |
| 2024 Budget | | | GF/DS | | | Base Rates | | | Usage Charges | | | | | |
| BEGINNING FUNDS AVAILABLE | | | \$ 4,099,479 | | | | | | | | | | | |
| REVENUES | | | | | | | | | | | | | | |
| Property Taxes | \$ 1,525,565 | \$ 1,525,565 | | | | | | | | | | | | |
| Specific Ownership Taxes | \$ 106,790 | \$ 106,790 | | | | | | | | | | | | |
| Interest Income | \$ 100,000 | \$ 100,000 | | | | | | | | | | | | |
| Misc Revenue | \$ 600 | \$ 600 | | | | | | | | | | | | |
| Grant Revenue | \$ - | \$ - | | | | | | | | | | | | |
| Service Charges - Greatrock | \$ 225,310 | | | | | \$ 225,310 | | | | | | | | |
| Service Charges - Rocking Horse | \$ 165,803 | | | | | \$ 165,803 | | | | | | | | |
| Service Charges - Box Elder | \$ 262,287 | | | | | \$ 262,287 | | | | | | | | |
| Service Charges - Hayesmout | \$ 35,272 | | | | | \$ 35,272 | | | | | | | | |
| Service Charges - CCRF1 | \$ - | | | | | \$ - | | | | | | | | |
| Availability of Service Fees | \$ 10,000 | \$ 10,000 | | | | | | | | | | | | |
| Inspection Fees | \$ 2,000 | \$ 2,000 | | | | | | | | | | | | |
| Transfer Fees | \$ 3,000 | \$ 3,000 | | | | | | | | | | | | |
| Water Meters | \$ - | \$ - | | | | | | | | | | | | |
| SDF - Hayesmout Estates | \$ - | \$ - | | | | | | | | | | | | |
| SDF - Ridgeview Estates | \$ - | \$ - | | | | | | | | | | | | |
| SDF - Country Club Ranchettes | \$ - | \$ - | | | | | | | | | | | | |
| Box Elder - Water Lease Irrigation | \$ 7,500 | \$ 7,500 | | | | | | | | | | | | |
| Utility Penalties | \$ 5,000 | \$ 5,000 | | | | | | | | | | | | |
| Inclusion - CC#2 | \$ - | \$ - | | | | | | | | | | | | |
| Inclusion - Horse Creek Retreat | \$ - | \$ - | | | | | | | | | | | | |
| Inclusion - Ridgeview Estates | \$ - | \$ - | | | | | | | | | | | | |
| Inclusion - Homestead Heights/CC#1 | \$ - | \$ - | | | | | | | | | | | | |
| Inclusion - Epic Estates | \$ - | \$ - | | | | | | | | | | | | |
| TOTAL REVENUES | \$ 2,449,127 | \$ 1,760,455 | | | | \$ 688,672 | | | | | | | | |
| TOTAL FUNDS AVAILABLE | | | \$ 6,548,606 | | | | | | | | | | | |
| EXPENDITURES | | | | | | | | | | | | | | |
| Administrative | \$ 288,746 | | | | | | | | | | | | | |
| Operations | \$ 964,052 | | | | | | | | | | | | | |
| Debt Service | \$ 404,102 | | | | | | | | | | | | | |
| Capital | \$ 4,240,100 | | | | | | | | | | | | | |
| TOTAL EXPENDITURES | \$ 5,897,000 | | | | | | | | | | | | | |
| 2024 Budget | | | Revenue Source | | | | | | | | | | | |
| | | | Devel. Reimb. | | | General | | | Base Rates | | | Usage Charges | | |
| ADMINISTRATIVE | | | | | | | | | | | | | | |
| Accounting | \$ 52,000 | \$ - | \$ 52,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Audit | \$ 14,300 | \$ - | \$ 14,300 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| County Treasurer's Fees | \$ 22,883 | \$ - | \$ 22,883 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Directors' Fees | \$ 6,000 | \$ - | \$ 6,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| District Management | \$ 95,000 | \$ - | \$ 95,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Dues and Membership | \$ 1,300 | \$ - | \$ 1,300 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Election | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Insurance and Bonds | \$ 28,800 | \$ - | \$ - | \$ - | \$ - | \$ 28,800 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Legal | \$ 58,050 | \$ - | \$ 58,050 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Miscellaneous | \$ 10,000 | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Payroll Taxes | \$ 413 | \$ - | \$ - | \$ - | \$ - | \$ 413 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Website | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| TOTAL ADMINISTRATIVE | \$ 288,746 | | \$ 259,533 | | \$ 29,213 | | \$ - | | \$ - | | \$ - | | | |
| OPERATIONS | | | | | | | | | | | | | | |
| Customer Billing | \$ 50,000 | \$ - | \$ - | \$ - | \$ 50,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Distribution System Maintenance | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ 35,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Engineering - Administration | \$ 37,440 | \$ - | \$ 37,440 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Engineering - Operations | \$ 19,200 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 19,200 | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Equipment and Tools | \$ 5,000 | \$ - | \$ - | \$ - | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Facility Maintenance & Repair | \$ 58,796 | \$ - | \$ - | \$ - | \$ - | \$ 58,796 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Generator Preventative Mntc | \$ 17,300 | \$ - | \$ - | \$ - | \$ - | \$ 17,300 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| GIS | \$ 3,000 | \$ - | \$ - | \$ - | \$ 3,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Locates | \$ 20,000 | \$ - | \$ 20,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Meter Reading | \$ 2,250 | \$ - | \$ - | \$ - | \$ 2,250 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Operator Services | \$ 134,319 | \$ - | \$ - | \$ - | \$ - | \$ 134,319 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Plant Supplies | \$ 24,000 | \$ - | \$ - | \$ - | \$ - | \$ 24,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Project Mgmt / Oper Admin | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Rules and Regulations | \$ 3,000 | \$ - | \$ - | \$ - | \$ - | \$ 3,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Testing and Reporting | \$ 11,250 | \$ - | \$ - | \$ - | \$ 11,250 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Treatment - Maintenance & Repair | \$ 21,550 | \$ - | \$ - | \$ - | \$ - | \$ 21,550 | \$ - | \$ - | \$ 21,550 | \$ - | \$ - | \$ - | | |
| Utilites | \$ 78,750 | \$ - | \$ - | \$ - | \$ - | \$ 78,750 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Water Meters - Cap | \$ 5,000 | \$ - | \$ - | \$ - | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Water Rights Dev - Eng. | \$ 72,000 | \$ - | \$ - | \$ - | \$ 72,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Water Rights Dev - Legal | \$ 207,000 | \$ - | \$ 207,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Well - Rehab & Repair | \$ 90,000 | \$ - | \$ 69,500 | \$ - | \$ 20,500 | | | | | | | | | |
| Contingency | \$ 69,197 | \$ - | \$ 34,599 | \$ - | \$ 34,599 | | | | | | | | | |
| TOTAL OPERATIONS | \$ 964,052 | \$ - | \$ 368,539 | \$ 148,500 | \$ 447,014 | | | | | | | | | |
| TOTAL EXPENDITURES FOR RATE STUDY | | | \$ 1,252,798 | \$ - | \$ 628,072 | \$ 177,713 | \$ 447,014 | | | | | | | |
| DEBT SERVICE | | | | | | | | | | | | | | |
| Bond Interest - 2010 | \$ - | | | | | \$ 624,727 | Total Expenses for Rate Model | | | | | | | |
| Bond Interest - 2017 | \$ 172,244 | | | | | \$ 601,009 | Total Expenses from Previous Rate Model | | | | | | | |
| Bond Interest - 2020 | \$ 20,658 | | | | | 104% | Increase in YOY Expenses | | | | | | | |
| Bond Principal - 2010 | \$ - | | 2024 Analysis | | | Subdivision | Taps | Base Rev. | Water Use/Subd | Billed (gal) | Usage Rev. | Total Rev. | | |
| Bond Principal - 2017 | \$ - | | Taps | Billed (gal) | GN | 131 | \$ 94,320 | 0.32 | 17,531,698 | \$ 105,190.19 | \$ 199,510.19 | | | |
| Loan Principal - 2020 | \$ 210,000 | | 525 | 54,786,556 | RHF | 95 | \$ 68,400 | 0.25 | 13,696,639 | \$ 82,179.83 | \$ 150,579.83 | | | |
| Bond Issue Costs | \$ - | | | | BECR | 243 | \$ 174,960 | 0.18 | 9,861,580 | \$ 59,169.48 | \$ 234,129.48 | | | |
| Paying Agent Fees | \$ 1,200 | | | | HE | 21 | \$ 15,120 | 0.05 | 2,739,328 | \$ 16,435.97 | \$ 31,555.97 | | | |
| Payment to Refunding Escrow | \$ - | | | | CCRF1 | 23 | \$ 16,560 | 0.14 | 7,670,118 | \$ 46,020.71 | \$ 62,580.71 | | | |
| TOTAL DEBT SERVICE | \$ 404,102 | | Base Rate | Usage Charge | RE | 12 | \$ 8,640 | 0.05 | 2,739,328 | \$ 16,435.97 | \$ 25,075.97 | | | |
| | | | \$ 60.00 | \$ 6.00 | | 525 | \$ 378,000 | 1 | 54,238,690 | \$ 325,432.14 | \$ 703,432.14 | | | |
| CAPITAL | | | | | | | | | | | | | | |
| Alluvial Well | \$ - | | | | | | | | | | | | | |
| Concentrate Pond | \$ 4,160,100 | | | | | | | | | | | | | |
| Reverse Osmosis Unit Upgrade | \$ 30,000 | | | | | | | | | | | | | |
| Hydraulic Modeling | \$ 50,000 | | | | | | | | | | | | | |
| Capital Repair & Replacement | \$ - | | | | | | | | | | | | | |
| TOTAL CAPITAL | \$ 4,240,100 | | | | | | | | | | | | | |
| TOTAL EXPENSES | | | \$ 5,897,000 | | | | | | | | | | | |
| ENDING FUNDS AVAILABLE | | | \$ 651,606 | | | | | | | | | | | |