

**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](http://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**

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**DATE:** Tuesday, April 2, 2024  
**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\\_NzczNTIxZTAtYzEwNy00YWE0LTlmMDUtNzYyNGM4ZjA4OWQ1%40thread.v2/0?context=%7b%22Tid%22%3a%224aa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzczNTIxZTAtYzEwNy00YWE0LTlmMDUtNzYyNGM4ZjA4OWQ1%40thread.v2/0?context=%7b%22Tid%22%3a%224aa468e-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: **562 070 925#**

<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

Greatrock North Water and Sanitation District  
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Lisa Jacoby	Treasurer	May, 2025
Brian K. Rogers	Secretary	May, 2027
Brenda Adams	Assistant Secretary	May, 2025

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Consultants:

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

I. ADMINISTRATIVE MATTERS (Action Items Status Matrix – enclosure).

- A. Present Disclosures of Potential Conflicts of Interest.
- B. Approve Agenda.
- C. Board of Director’s Report.
- D. District Manager’s Report (enclosure).

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. Approval of the Minutes of the February 26, 2024 special meeting and the Minutes of the March 5, 2024 regular meeting (enclosures).
  2. Ratify approval of the payment of claims for the period ending March 25, 2024, in the amount of \$110,252.79 (enclosure).
  3. Acceptance of unaudited financial statements for the period ending February 29, 2024, Schedule of Cash Position updated as of March 21, 2024, and Inclusion Summaries (enclosure).
  4. Operations and Maintenance Activities Report (enclosure).
  5. Review meter installation report (enclosures).
  6. Ratify approval of Independent Contractor Agreement with Applied Ingenuity, LLC for Well and Water System Services (enclosure).

III. FINANCIAL MATTERS

IV. ENGINEER’S REPORT (enclosure)

- A. Capital Projects Update
  1. Third Alluvial Well
  2. Evaporation Pond

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

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VI. LEGAL MATTERS

- A. Acceptance of the Bill of Sale for Ridgeview Estates Filing No. 1 and Approval of Termination of the Warranty Agreement.

VII. WATER RIGHTS MATTERS

- A. Adjourn to Executive Session pursuant to Sections 24-6-402 (4)(b) and (e), C.R.S. to receive legal advice regarding water court case No. 20CW3214.

VIII. OTHER MATTERS

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

X. ADJOURNMENT

**THE NEXT MEETING IS SCHEDULED  
for Tuesday, May 7, 2024  
at 4:30 p.m.**

Greatrock North Water and Sanitation District Action Items Status Matrix—2024

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
<b>INCLUSION AND DEVELOPMENT MATTERS</b>										
Homestead Heights Development (a/k/a Country Club Ranchettes Filing No. 1)	12/6/16	Nick	N/A	2		X				<p>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.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.</p> <p>1/17/2021: Brad emails Laurie at Manhard re: the revised information Blanco needs to resubmit on the RHF check valve vault.</p> <p>1/20/2021: Blanco emails revised submittal for RHF check valve vault to Brad. Brad to review and comment.</p> <p>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.</p> <p>2/18/2021: Brad emailed Jay to request a pre-construction meeting.</p> <p>4/13/21: Jay Skolnick emails inquiry on status of construction observations on Blanco by Bryan Dalrymple; Brad forwards email to Bryan</p> <p>4/19/21: MMI meeting with Bryan Dalrymple to review inspection and testing records cancelled due to weather forecast.</p> <p>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.</p> <p>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.</p> <p>9/7/21: Nick is working with the developer to relocate fire hydrants per County requirements.</p> <p>12/28/2021 – District notified that the County has potentially provided a variance on the relocation of hydrants.</p> <p>02/23/2022 – water line and well easements approved by BOD.</p> <p>3/25/2022 – 11 SDF’s collected to date.</p> <p>06/01/2022 – 13 SDF’s collected to date.</p> <p>06/28/2022- initial punch list provided to Jay.</p> <p>7/26/2022 – 15 SDF’s collected to date. Lisa requested additional funds from developer to cover inclusion costs.</p>

Greatrock North Water and Sanitation District Action Items Status Matrix—2024

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 – HHII amendment approved by the Board in July. 9/22/2023 = 26 SDF’s collected to date. 01/31/2024 – Staff continues to work with the developer on the 3 <sup>rd</sup> Amendment to the inclusion agreement.
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

Greatrock North Water and Sanitation District Action Items Status Matrix—2024

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										developer. 2/23/2022 – Nick followed up with David Moore in February. 3/25/2022 – 7 SDF’s collected to date. 06/01/2022 – 10 SDF’s collected to date. 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. 01/31/2024 – Mr. Moore has requested the District consider final acceptance of the improvements.
<b>CAPITAL PROJECT MATTERS</b>										
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.

Greatrock North Water and Sanitation District Action Items Status Matrix—2024

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										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				<p>1/5/2021: Profile has not changed. Brad to submit to CDPHE again. Need to finalize easement with Jay. If cannot be finalized in 2 weeks, Board to consider moving forward with condemnation proceedings.</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>

Greatrock North Water and Sanitation District Action Items Status Matrix—2024

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										2/23/2022 – Element working on permit requirements with Adams County. 3/25/2022 – Public Meeting will be held on April 5 <sup>th</sup> . Property owners were notified via mail. 06/01/2022 – Element to finalize reports to submit to CDPHE and 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. 12/15/2023 – Nick sent final comments to CDPHE and is awaiting final approval. 01/31/2024 – Nick continues to work with CDPHE on comments and final approval.
<b>OPERATIONAL MATTERS</b>										
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



**Greatrock North Water and Sanitation District Action Items Status Matrix—2024**

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										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. 12/15/2023 – Mike will solicit bids. 03/26/24 – Mike is working with Nick to finalize schematic and then bid the work.
Flow Meter at BECR Distribution System	12/15/2023	Mike							X	Meter ordered – 6 week wait time. 03/26/2024 – work was completed by REC.



Date: March 26, 2024

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

From: Lisa A. Johnson, District Manager

Re: April 2, 2024 Manager's Report

### **Agenda Action Items**

#### **II.A. Consent Agenda**

1. Approval of the Minutes of the February 26, 2024 special meeting and March 5, 2024 regular meeting.
2. Ratify approval of the payment of claims for the period ending March 25, 2024, in the amount of \$110,252.79.
3. Acceptance of unaudited financial statements for the period ending February 29, 2024, Schedule of Cash Position updated as of March 21, 2024, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.
6. Ratify approval of ICA with Applied Ingenuity, LLC for Well and Water System Services.

**I recommend approval of the consent agenda items.**

#### **VII.A. Water Rights Matters**

Alan Curtis and Bill Berg will attend the April meeting to discuss an update on the District's opposition in the Rangeview MD water court case. This discussion will be held in executive session at the end of the meeting.

#### **Review of monthly Water Resumes and Other Water Related Matters**

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

**Update on other District Related Matters**

Nothing to report this month.

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT FEBRUARY 26, 2024

A special 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 Monday, February 26, 2024, 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  
Lisa Jacoby; Treasurer  
Brian K. Rogers, Secretary

Absent and excused was Director Adams.

Also in attendance were:  
Lisa Johnson and Alex Clem; CliftonLarsonAllen LLP (“CLA”)  
Matthew S. Poznanovic, Esq.; Hayes Poznanovic Korver LLC  
Christopher J. Sanchez; BBA Water Consultants, Inc.

#### 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 Board and 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.

**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, and excused the absence of Director Adams.

#### WATER RIGHTS MATTERS

**Executive Session:** Pursuant to Sections 24-6-402(4)(b) and (e), of the Colorado Revised Statutes, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board convened into Executive Session at 4:38 p.m. to receive legal advice regarding the District’s pending water court application in Case No. 23CW3011, and its opposition in

## RECORD OF PROCEEDINGS

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Case No. 19CW3231, and to discuss negotiations with third parties related to these two water court cases.

Furthermore, pursuant to Section 24-6-402(2)(b), C.R.S., no record will be kept of those portions of the executive session that, in the opinion of the Board's attorney, constitute privileged attorney-client communication.

Upon a motion duly made by Director Wyckoff, seconded by Director Rogers, and, upon vote, unanimously carried, the Board reconvened into special session at 5:03 p.m.

No action was taken during the Executive Session.

Upon a motion duly made by Director Fleck, seconded by Director Wyckoff and, upon vote, unanimously carried, the Board authorized moving forward with final negotiations with the Town of Castle Rock on the water court Case No. 23CW3011 and Case No. 19CW3231, and to enter into the Settlement Agreement and stipulations in both cases.

### OTHER MATTERS

**Newsletter and Website:** The Board discussed the feedback from a resident regarding periodic newsletters in the monthly invoices. The Board will consider changes to the website to address accessibility of information and ways to inform residents of where to locate such information at their meeting next week.

### 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 Fleck and, upon vote, unanimously carried, the meeting was adjourned at 5:36 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

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### **Attorney Statement Regarding Privileged Attorney-Client Communication**

Pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that in my capacity as special counsel representing the Greatrock North Water and Sanitation District (the “District”), I attended the Executive Session on February 26, 2024, for the sole purpose of conferencing with the District’s Board of Directors to provide legal advice regarding water court Case No. 23CW3011, and to discuss negotiations with third parties regarding Case No. 19CW3231, Water Division 1 and to provide legal advice regarding the status and use of the District’s water rights and augmentation plans as authorized by Sections 24-6-402(4)(b) and (e), C.R.S. I further attest that it is my opinion that all or a portion of the executive session discussion constituted attorney-client privileged communication as provided by § 24-6-402(4)(b), C.R.S., and based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to § 24-6-402(2)(d.5)(II)(B), C.R.S.

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Matthew S. Poznanovic, Esq.

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT MARCH 5, 2024

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, March 5, 2024, 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, Alex Clem, and Jill Gillespie;  
CliftonLarsonAllen LLP (“CLA”)  
Mike Murphy; Ramey Environmental Compliance, Inc. (“REC”)  
Nicholaus Marcotte, PE; Element Engineering LLC

##### Also in attendance were Residents:

Mike Rector  
Mike Slaughter  
John Olin

#### ADMINISTRATIVE MATTERS

**Disclosures of Potential Conflicts of Interest:** Ms. Johnson called the meeting to order at 4:31 p.m. and introduced the Board and staff to the public in attendance. 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 Board and 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 Rogers, seconded by Director Fleck and, upon vote, unanimously carried, the Board approved the Agenda, as amended, moving the Public Comment section to after the Administrative Matters.

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**Board of Director's Report:** None.

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

**Ratify Approval of 2024 Insurance Renewal:**

1. Ratify approval of worker's compensation insurance for 2024
2. Ratify renewal of membership in the Special District Association for 2024.

Ms. Johnson reviewed the 2024 insurance renewal items with the Board. Upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board ratified approval of the 2024 insurance renewal, including workers' compensation coverage, and renewal of membership in the Special District Association for 2024.

**Potential Revisions to District Website:** Mr. Clem reported on his review of the website and made a few suggestions. Following discussion, the Board directed the website to be updated as discussed.

**Potential Part Time Employee:** Director Wyckoff discussed the pros and cons of potentially hiring a District part time employee and the associated costs. He reported that he met with the CLA staff and Ms. Johnson suggested having an in office work day with CLA staff onsite a couple of times a month. No action was taken but the Board requested to pursue this discussion at a later date.

**COMMUNITY  
COMMENTS**

John Olin expressed his concern about the mill levy increases and inquired about what the District plans are going forward. He also asked about what was driving the need for the concentrate pond addition.

Director Wyckoff discussed the history of the mill levies in the District and reported that increases have not occurred very often. He also explained the need for the existing concentrate ponds to be maintained. The new concentrate pond will allow for this maintenance to occur.

Mike Slaughter inquired as to what excess funds collected via the increase in the mill levy are used for within the District.

Director Wyckoff explained the budget process. The District needs funds to support operations/maintenance within the District. Cost of services has increased over the past years. He also reported that the District conducts a study every year to review the current water rates compared to the cost of services to determine if costs adequately cover the cost of doing business.



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Directors Wyckoff and Rogers explained the water treatment and distribution process history and current tiered rate structure.

Discussion ensued regarding possible updates to the website and options to provide information to residents via the District website.

### **CONSENT AGENDA**

The Board considered the following actions:

1. Approve the Minutes of the February 6, 2024 regular meeting.
2. Ratify approval of the payment of claims for the period ending February 26, 2024, in the amount of \$68,299.01.
3. Acceptance of unaudited financial statements for the period ending January 31, 2024, Schedule of Cash Position updated as of February 20, 2024, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.

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

### **FINANCIAL MATTERS**

None.

### **ENGINEER'S REPORT**

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

### **CAPITAL PROJECTS UPDATES:**

**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.

### **OPERATIONS / MAINTENANCE MATTERS**

**Operator in Responsible Charge ("ORC") Report:** Mr. Murphy presented the ORC report to the Board. A copy of the report is attached hereto and incorporated herein by this reference.

**Proposal from Applied Ingenuity, LLC for Services at the LFH Well at Box Elder in the Amount of \$30,409.00:** Mr. Murphy presented to the Board. Following review and discussion, upon a motion duly made by Director Fleck, seconded by Director Wyckoff and, upon vote, unanimously carried, the Board approved the proposal from Applied Ingenuity, LLC for Services at the LFH Well at Box Elder in the amount of \$30,409.00 and directed staff to prepare an agreement.

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**LEGAL  
MATTERS**

None.

**OTHER MATTERS**

None.

**COMMUNITY  
COMMENTS**

This matter was moved up on the agenda to after the Administrative Matters.

**ADJOURNMENT**

There being no further business to come before the Board at this time, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**Greatrock North Water & Sanitation District**  
**Interim Claims Listing**  
**March 25, 2024**

Vendor	Invoice Number	Process Date	Amount
*Comcast	1974476Feb24	03/18/24	\$ 247.00
*My Asset Map LLC	E5F5CDB-0073	02/28/24	199.99
*United Power Inc	23129500Feb24	03/25/24	1,687.82
*Xcel Energy	Multiple	03/20/24	173.24
*Firstbank Treasury Management	Feb-24	03/20/24	568.69
		<b>Auto Pay</b>	<b>2,876.74</b>
Badger Meter, Inc.	80152522	03/25/24	501.41
Bishop Brogden Associates, Inc	Multiple	03/25/24	3,331.00
CliftonLarsonAllen LLP	L241075462	03/25/24	4,926.60
Colorado Special Districts P&L Pool	24PL-48085-2462 Interim	03/14/24	2,313.00
Country Club Ranchettes LLC	Refund	03/25/24	90.00
Curtis, Justus & Zahedi LLC	19552	03/25/24	9,836.00
Diversified Underground	29301	03/25/24	90.00
Element Engineering, LLC	Multiple	03/25/24	960.00
Generator Source	INV69679	03/25/24	857.49
Hayes Poznanovic Korver LLC	Multiple	03/25/24	2,747.50
John Wyckoff*	Refund	03/25/24	86.03
Maidpro	Multiple	03/25/24	256.00
Martin & Wood Water Consultants Inc.	Multiple	03/25/24	17,676.25
Northern Colorado Constructors, Inc.	24-1013-01	03/14/24	36,725.00
Pest Predator	4312	03/25/24	240.00
Ramey Enviromental Compliance, Inc	Multiple	03/25/24	23,606.35
Special District Association	2024 Dues	03/25/24	1,237.50
Utility Notification Center of Colorado	224020651	03/25/24	23.22
White Bear Ankele Tanaka & Waldron	33556	03/25/24	1,872.70
		<b>Bill.com</b>	<b>107,376.05</b>
			<b>\$ 110,252.79</b>

GREATROCK NORTH WATER & SANITATION DISTRICT  
FINANCIAL STATEMENTS  
**FEBRUARY 29, 2024**

Greatrock North Water and Sanitation District  
Statement of Net Position - Enterprise Fund  
February 29, 2024

	Enterprise
<b>CURRENT ASSETS</b>	
Checking Account	\$ 67,301.30
Lockbox Account	690,979.96
Colotrust	3,670,013.54
AR - Customers	35,488.01
AR - Certified with County	2,241.78
Receivable from County Treasurer	559,700.87
AR - Inclusions	373.33
<b>Total Current Assets</b>	<b>5,026,098.79</b>
<b>CAPITAL ASSETS</b>	
Water Distribution System	12,917,334.41
Easements	152,989.42
Water Rights	980,105.19
Land	94,243.05
Construction in Progress	633,707.48
Accumulated Depreciation	(4,396,829.95)
<b>Net Capital Assets</b>	<b>10,381,549.60</b>
<b>OTHER ASSETS</b>	
Prepaid Bond Insurance, Net	16,937.88
Deferred Loss on Refunding, Net	53,909.47
<b>Total Other Assets</b>	<b>70,847.35</b>
<b>TOTAL ASSETS</b>	<b>\$ 15,478,495.74</b>
<b>LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	
<b>CURRENT LIABILITIES</b>	
Accounts Payable	119,886.80
Due to County Treasurer	565.93
Deposit - Refundable Water Meter	850.00
Accrued Interest	16,284.02
Loan Series 2020 - Current Portion	210,000.00
<b>Total Current Liabilities</b>	<b>347,586.75</b>
<b>LONG-TERM LIABILITIES</b>	
Loan - Series 2020	1,355,000.00
Bond - Series 2017	4,375,000.00
Unamortized Bond Premium	209,588.47
<b>Total Long-Term Liabilities</b>	<b>5,939,588.47</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>	
Unearned Service Fees	5,466.68
<b>Total Deferred Inflows of Resources</b>	<b>5,466.68</b>
<b>NET POSITION</b>	<b>9,185,853.84</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION</b>	<b>\$ 15,478,495.74</b>

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  
Statement Of Revenues, Expenses And Changes In Net Position  
For the Period Ending February 29, 2024  
Enterprise Fund

	Year to Date Actual
<b>OPERATING REVENUES</b>	
Service Charges - Greatrock	\$ 12,432.18
Service Charges - Rocking Horse	8,055.43
Service Charges - Box Elder	18,830.02
Service Charges - Hayesmount	1,457.83
Transfer Fees	525.00
Utility Penalties & Adjustments	2,257.95
Water Lease Irrigation - Box Elder	7,500.00
SDF - Country Club Ranchettes	34,000.00
Total Operating Revenues	85,058.41
<b>OPERATING EXPENSES</b>	
Utilities	10,129.15
Customer Billing	9,210.67
Engineering - Administration	480.00
Facility Maintenance & Repair	1,140.00
Generator Preventative Mntc	857.49
GIS	399.98
Locates	174.83
Testing and Reporting	329.76
Treatment - Maintenance & Repair	27,998.06
Water Meters - Cap	16,182.84
Water Rights Dev - Eng	18,766.25
Water Rights Dev - Legal	12,875.00
Total Operating Expenses	98,544.03
<b>NET INCOME (LOSS)</b>	<b>(13,485.62)</b>
<b>OTHER REVENUES AND (EXPENSES)</b>	
Property taxes	563,214.87
Specific ownership taxes	11,337.07
Interest income	38,657.58
Available of Service Fees	1,950.00
Accounting	(8,755.58)
County Treasurer's Fee	(8,448.22)
Directors' fees	(1,000.00)
District management	(16,147.25)
Insurance	(31,267.00)
Legal	(3,324.22)
Miscellaneous	(932.47)
Payroll taxes	(153.55)
Total Other Revenues and (Expenses)	545,131.23
Change in Net Position	531,645.61
Net Position - Beginning	8,654,208.23
Net Position - Ending	<b>\$ 9,185,853.84</b>

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## SUPPLEMENTARY INFORMATION

Greatrock North Water and Sanitation District  
 Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual  
 For the Period Ending February 29, 2024

	Annual Budget	Year to Date Actual	Variance	YTD Actual/Annual Budget
<b>REVENUES</b>				
Service Charges - Greatrock	\$ 225,310.00	\$ 12,432.18	\$ (212,877.82)	5.52 %
Service Charges - Rocking Horse	165,803.00	8,055.43	(157,747.57)	4.86 %
Service Charges - Box Elder	262,287.00	18,830.02	(243,456.98)	7.18 %
Service Charges - Hayesmount	35,272.00	1,457.83	(33,814.17)	4.13 %
Inspection and Water Meter Fees	2,000.00	0.00	(2,000.00)	0.00 %
Transfer Fees	3,000.00	525.00	(2,475.00)	17.50 %
Utility Penalties & Adjustments	5,000.00	2,257.95	(2,742.05)	45.16 %
Water Lease Irrigation - Box Elder	7,500.00	7,500.00	0.00	100.00 %
SDF - Country Club Ranchettes	0.00	34,000.00	34,000.00	0.00 %
Property taxes	1,459,139.00	563,214.87	(895,924.13)	38.60 %
Specific ownership taxes	102,140.00	11,337.07	(90,802.93)	11.10 %
Interest income	100,000.00	38,657.58	(61,342.42)	38.66 %
Other revenue	600.00	0.00	(600.00)	0.00 %
Available of Service Fees	10,000.00	1,950.00	(8,050.00)	19.50 %
<b>TOTAL REVENUES</b>	<b>2,378,051.00</b>	<b>700,217.93</b>	<b>(1,677,833.07)</b>	<b>29.45 %</b>
<b>EXPENSES</b>				
Administrative	287,750.00	70,028.29	(217,721.71)	24.34 %
Operations	965,048.00	98,544.03	(866,503.97)	10.21 %
Capital	4,240,100.00	2,340.00	(4,237,760.00)	0.06 %
Debt Service	404,102.00	0.00	(404,102.00)	0.00 %
<b>TOTAL</b>	<b>5,897,000.00</b>	<b>170,912.32</b>	<b>(5,726,087.68)</b>	<b>2.90 %</b>
<b>REVENUES OVER (UNDER) EXPENSES - BUDGET BASIS</b>	<b>(3,518,949.00)</b>	<b>529,305.61</b>	<b>4,048,254.61</b>	<b>(15.04) %</b>
<b>BEGINNING FUNDS AVAILABLE</b>	<b>4,099,478.00</b>	<b>4,353,738.32</b>	<b>4,353,738.32</b>	<b>106.20 %</b>
<b>ENDING FUNDS AVAILABLE</b>	<b>\$ 580,529.00</b>	<b>\$ 4,883,043.93</b>	<b>\$ 8,401,992.93</b>	<b>841.14 %</b>

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Greatrock North Water and Sanitation District  
 Schedule of Expense Detail  
 For the Period Ending February 29, 2024  
 Enterprise Fund

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget Summary
<b>Administrative</b>				
Accounting	\$ 52,000.00	\$ 8,755.58	\$ (43,244.42)	16.84 %
Auditing	14,300.00	-	(14,300.00)	-
County Treasurer's Fee	21,887.00	8,448.22	(13,438.78)	38.60 %
Directors' fees	6,000.00	1,000.00	(5,000.00)	16.67 %
District management	95,000.00	16,147.25	(78,852.75)	17.00 %
Dues and membership	1,300.00	-	(1,300.00)	-
Insurance	28,800.00	31,267.00	2,467.00	108.57 %
Legal	58,050.00	3,324.22	(54,725.78)	5.73 %
Miscellaneous	10,000.00	932.47	(9,067.53)	9.32 %
Payroll taxes	413.00	153.55	(259.45)	37.18 %
<b>Total Administrative</b>	<b>287,750.00</b>	<b>70,028.29</b>	<b>(217,721.71)</b>	<b>24.34 %</b>
<b>Operations</b>				
Utilities	78,750.00	10,129.15	(68,620.85)	12.86 %
Contingency	70,193.00	-	(70,193.00)	-
Customer Billing	50,000.00	9,210.67	(40,789.33)	18.42 %
Distribution System Mntc	35,000.00	-	(35,000.00)	-
Engineering - Administration	37,440.00	480.00	(36,960.00)	1.28 %
Engineering - Operations	19,200.00	-	(19,200.00)	-
Equipment and Tools	5,000.00	-	(5,000.00)	-
Facility Maintenance & Repair	58,796.00	1,140.00	(57,656.00)	1.94 %
Generator Preventative Mntc	17,300.00	857.49	(16,442.51)	4.96 %
GIS	3,000.00	399.98	(2,600.02)	13.33 %
Locates	20,000.00	174.83	(19,825.17)	0.87 %
Meter Reading	2,250.00	-	(2,250.00)	-
Operator Services	134,319.00	-	(134,319.00)	-
Plant Supplies	24,000.00	-	(24,000.00)	-
Rules and Regulations	3,000.00	-	(3,000.00)	-
Testing and Reporting	11,250.00	329.76	(10,920.24)	2.93 %
Treatment - Maintenance & Repair	21,550.00	27,998.06	6,448.06	129.92 %
Water Meters - Cap	5,000.00	16,182.84	11,182.84	323.66 %
Water Rights Dev - Eng	72,000.00	18,766.25	(53,233.75)	26.06 %
Water Rights Dev - Legal	207,000.00	12,875.00	(194,125.00)	6.22 %
Well - Rehab and Repair	90,000.00	-	(90,000.00)	-
<b>Total Operations</b>	<b>965,048.00</b>	<b>98,544.03</b>	<b>(866,503.97)</b>	<b>10.21 %</b>
<b>Capital</b>				
Concentrate Pond	4,160,100.00	2,340.00	(4,157,760.00)	0.06 %
Reverse Osmosis Unit Upgrade	30,000.00	-	(30,000.00)	-
Hydraulic Modeling	50,000.00	-	(50,000.00)	-
<b>Total Capital</b>	<b>4,240,100.00</b>	<b>2,340.00</b>	<b>(4,237,760.00)</b>	<b>0.06 %</b>
<b>Debt Service</b>				
Bond Interest - 2017	172,244.00	-	(172,244.00)	-
Loan Interest - 2020	20,658.00	-	(20,658.00)	-
Loan Principal - 2020	210,000.00	-	(210,000.00)	-
Paying agent fees	1,200.00	-	(1,200.00)	-
<b>Total Debt Service</b>	<b>404,102.00</b>	<b>-</b>	<b>(404,102.00)</b>	<b>-</b>
<b>TOTAL</b>	<b>\$ 5,897,000.00</b>	<b>\$ 170,912.32</b>	<b>\$ (5,726,087.68)</b>	<b>2.90 %</b>

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**  
**January 31, 2024**  
**Updated as of March 21, 2024**

	<b>Enterprise Fund</b>
<b><u>First Bank - Checking Account (7792)</u></b>	
Balance as of February 29, 2024	\$ 67,301.30
Subsequent activities:	
03/01/24 - Deposit	296.41
03/04/24 - Deposit	1,550.45
03/05/24 - Deposit	625.78
03/06/24 - Deposit	591.92
03/07/24 - Deposit	512.49
03/07/24 - ADP Wage Pay	(538.25)
03/11/24 - Deposit	816.89
03/14/24 - Bill.com Payments	(39,038.00)
03/15/24 - Transfer from Colotrust	27,000.00
03/18/24 - Deposit	2,513.69
03/18/24 - Comcast	(247.00)
03/19/24 - Transfer from Colotrust	35,000.00
03/20/24 - Deposit	1,061.83
03/20/24 - Bank Fee	(568.69)
03/20/24 - CenturyLink ACH	(842.35)
03/20/24 - Xcel Energy ACH	(173.24)
<i>Anticipated activities</i>	
<i>Anticipated Bill.com Payments</i>	<i>(70,446.11)</i>
<i>Anticipated balance</i>	<u><u>25,417.12</u></u>
<b><u>First Bank - Lockbox Account (3070)</u></b>	
Balance as of February 29, 2024	690,979.96
Subsequent activities:	
03/05/24 - Paymentach Fee	(30.00)
03/15/24 - Transfer to Colotrust	(710,000.00)
03/19/24 - Deposits to Date	25,787.63
<i>Anticipated balance</i>	<u><u>6,737.59</u></u>
<b><u>ColoTrust - General (8001)</u></b>	
Balance as of February 29, 2024	3,670,013.54
Subsequent activities:	
03/10/24 - Property Taxes	559,700.87
03/15/24 - Transfer to First Bank	(27,000.00)
03/18/24 - Transfer from First Bank Lockbox	710,000.00
03/19/24 - Transfer to First Bank	(35,000.00)
<i>Anticipated balance</i>	<u><u>4,877,714.41</u></u>
<b><i>Grand Total</i></b>	<b><u><u>\$ 4,909,869.12</u></u></b>

**Yield information as of 02/29/24**

FirstBank Lockbox - 4.5000%

ColoTrust - 5.5162%

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**GREATROCK NORTH WATER AND SANITATION DISTRICT  
Property Taxes Reconciliation  
2024**

	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	\$ 1,164.73	\$ -	\$ 5,255.59	\$ -	\$ (17.47)	\$ 6,402.85	0.08%	0.08%	\$ 5,611.48	0.00%	0.00%
February	562,050.14	-	6,081.48	-	(8,430.75)	559,700.87	38.52%	38.60%	394,843.25	38.64%	38.64%
March	-	-	-	-	-	-	0.00%	38.60%	87,810.57	8.14%	46.78%
April	-	-	-	-	-	-	0.00%	38.60%	106,468.12	10.58%	57.37%
May	-	-	-	-	-	-	0.00%	38.60%	34,678.85	2.37%	59.73%
June	-	-	-	-	-	-	0.00%	38.60%	385,267.25	37.71%	97.44%
July	-	-	-	-	-	-	0.00%	38.60%	18,872.88	1.24%	98.68%
August	-	-	-	-	-	-	0.00%	38.60%	10,006.70	0.33%	99.00%
September	-	-	-	-	-	-	0.00%	38.60%	6,628.70	0.00%	99.01%
October	-	-	-	-	-	-	0.00%	38.60%	11,890.48	0.60%	99.61%
November	-	-	-	-	-	-	0.00%	38.60%	10,648.67	0.39%	100.00%
December	-	-	-	-	-	-	0.00%	38.60%	5,767.70	0.00%	100.00%
	<b>\$ 563,214.87</b>	<b>\$ -</b>	<b>\$ 11,337.07</b>	<b>\$ -</b>	<b>\$ (8,448.22)</b>	<b>\$ 566,103.72</b>	<b>38.60%</b>	<b>38.60%</b>	<b>\$ 1,078,494.65</b>	<b>100.00%</b>	<b>100.00%</b>

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 946,906.00	64.89%	\$ 365,497.42	38.60%
512,233.00	35.11%	197,717.45	38.60%
<b>\$ 1,459,139.00</b>	<b>100.00%</b>	<b>\$ 563,214.87</b>	<b>38.60%</b>

Assessed Valuation	Mill Levy
	32.500
	17.581
<b>\$ 29,135,580</b>	<b>50.081</b>

**Property Tax**

General Fund	\$ 946,906.00	64.89%	\$ 365,497.42	38.60%
Debt Service Fund	512,233.00	35.11%	197,717.45	38.60%
	<b>\$ 1,459,139.00</b>	<b>100.00%</b>	<b>\$ 563,214.87</b>	<b>38.60%</b>

**Specific Ownership Tax**

General Fund	\$ 66,283.00	64.89%	\$ 7,357.11	11.10%
Debt Service Fund	35,857.00	35.11%	3,979.96	11.10%
	<b>\$ 102,140.00</b>	<b>100.00%</b>	<b>\$ 11,337.07</b>	<b>11.10%</b>

**Treasurer's Fees**

General Fund	\$ 14,203.00	64.89%	\$ 5,482.25	38.60%
Debt Service Fund	7,684.00	35.11%	2,965.97	38.60%
	<b>\$ 21,887.00</b>	<b>100.00%</b>	<b>\$ 8,448.22</b>	<b>38.60%</b>

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## Greatrock North Water and Sanitation District

Inclusion Detail Report  
As of February 29,2024

Type	Date	Num	Name	Memo	Debit	Credit	Balance
<b>401255 · AR - Country Club Ranch #2 Inclusion</b>							
<b>2019 Totals</b>					<b>31,269.51</b>	<b>28,351.10</b>	<b>2,918.41</b>
<b>2020 Totals</b>					<b>36,503.23</b>	<b>32,000.00</b>	<b>4,503.23</b>
<b>2021 Totals</b>					<b>30,810.75</b>	<b>41,939.76</b>	<b>(11,129.01)</b>
<b>2022 Totals</b>					<b>14,131.71</b>	<b>10,000.00</b>	<b>4,131.71</b>
<b>2023 Totals</b>					<b>57,445.87</b>	<b>57,186.52</b>	<b>259.35</b>
Bill	01/31/2024	33040	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,640.51	-	1,640.51
Bill	01/31/2024	49710	Hayes Poznanovic	Inclusion Costs	1,657.50	-	3,298.01
Bill	01/31/2024	L241064985	CliftonLarsonAllen LLP	Inclusion Costs	990.00	-	4,288.01
Bill	02/15/2024	53586	Bishop Brogden Associates, Inc	Inclusion Costs	1,712.50	-	6,000.51
Bill	02/29/2024	33556	White Bear Ankele Tanaka & Waldron	Inclusion Costs	710.84	-	6,711.35
Bill	02/29/2024	49964	Hayes Poznanovic	Inclusion Costs	586.50	-	7,297.85
<b>2024 Totals</b>					<b>7,297.85</b>	<b>-</b>	<b>7,297.85</b>
<b>Total 401255 · AR - Country Club Ranch #2 Inclusion</b>					<b><u>177,458.92</u></b>	<b><u>169,477.38</u></b>	<b><u>7,981.54</u></b>
<b>401256 · AR - Ridgeview Estates Inclusion</b>							
<b>2019 Totals</b>					<b>3,833.01</b>	<b>3,500.00</b>	<b>333.01</b>
<b>2020 Totals</b>					<b>7,726.69</b>	<b>8,000.00</b>	<b>(273.31)</b>
<b>2021 Totals</b>					<b>7,485.21</b>	<b>6,000.00</b>	<b>1,485.21</b>
<b>2022 Totals</b>					<b>5,775.44</b>	<b>4,000.00</b>	<b>1,775.44</b>
<b>2023 Totals</b>					<b>-</b>	<b>3,320.35</b>	<b>(3,320.35)</b>
<b>2024 Totals</b>					<b>-</b>	<b>-</b>	<b>-</b>
<b>Total 401256 · AR - Ridgeview Estates Inclusion</b>					<b><u>24,820.35</u></b>	<b><u>24,820.35</u></b>	<b><u>-</u></b>
<b>401257 · AR - Hayesmount Estates Inclusion</b>							
<b>Total 401257 · AR - Hayesmount Estates Inclusion</b>					<b><u>5,243.27</u></b>	<b><u>5,243.27</u></b>	<b><u>-</u></b>
<b>401258 · AR - Homestead Heights/CC#1 Inclusion</b>							
<b>2019 Totals</b>					<b>2,929.50</b>	<b>-</b>	<b>2,929.50</b>
<b>2020 Totals</b>					<b>5,924.31</b>	<b>5,000.00</b>	<b>924.31</b>
<b>2021 Totals</b>					<b>20,183.98</b>	<b>21,625.00</b>	<b>(1,441.02)</b>
<b>2022 Totals</b>					<b>2,325.00</b>	<b>-</b>	<b>2,325.00</b>
<b>2023 Totals</b>					<b>927.50</b>	<b>10,000.00</b>	<b>(9,072.50)</b>
<b>2024 Totals</b>					<b>-</b>	<b>-</b>	<b>-</b>
<b>Total 401258 · AR - Homestead Heights/CC#1 Inclusion</b>					<b><u>32,290.29</u></b>	<b><u>36,625.00</u></b>	<b><u>(4,334.71)</u></b>
<b>401259 · AR - Epic Estates Inclusion</b>							
<b>2021 Totals</b>					<b>1,969.25</b>	<b>5,000.00</b>	<b>(3,030.75)</b>
<b>2022 Totals</b>					<b>4,818.62</b>	<b>10,000.00</b>	<b>(5,181.38)</b>
<b>2023 Totals</b>					<b>4,504.88</b>	<b>-</b>	<b>4,504.88</b>
Bill	01/31/2024	0006-06	Element Engineering, LLC	Inclusion Costs	675.00	-	675.00
Bill	01/31/2024	L241064985	CliftonLarsonAllen LLP	Inclusion Costs	330.00	-	1,005.00
<b>2024 Totals</b>					<b><u>1,005.00</u></b>	<b><u>-</u></b>	<b><u>1,005.00</u></b>
<b>Total 401259 · AR - Epic Estates Inclusion</b>					<b><u>12,297.75</u></b>	<b><u>15,000.00</u></b>	<b><u>(2,702.25)</u></b>
<b>401261 · AR - Horse Creek Retreat Inclusion</b>							
<b>2022 Totals</b>					<b>2,428.75</b>	<b>3,000.00</b>	<b>(571.25)</b>
<b>2023 Totals</b>					<b>-</b>	<b>-</b>	<b>-</b>
<b>2024 Totals</b>					<b>-</b>	<b>-</b>	<b>-</b>
<b>Total 401261 · AR - Horse Creek Retreat Inclusion</b>					<b><u>2,428.75</u></b>	<b><u>3,000.00</u></b>	<b><u>(571.25)</u></b>

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  
2024 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  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (continued)**

**Property Taxes (continued)**

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

<b>Category</b>	<b>Rate</b>		<b>Category</b>	<b>Rate</b>	<b>Actual Value Reduction</b>	<b>Amount</b>
Single-Family Residential	6.70%		Agricultural Land	26.40%	Single-Family Residential	\$55,000
Multi-Family Residential	6.70%		Renewable Energy Land	26.40%	Multi-Family Residential	\$55,000
Commercial	27.90%		Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%		Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%		State Assessed	27.90%	Lodging	\$30,000
			Oil & Gas Production	87.50%		

**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 \$10,000 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.

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  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**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 2024, primarily for infrastructure improvements within the development. These expenditures are detailed within the budget.

**Debt Service**

Principal and interest payments in 2024 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.

**GREATROCK NORTH WATER AND SANITATION DISTRICT  
2024 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

**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.

**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.





## Greatrock North Water & Sewer District Monthly Activities Report Feb 15<sup>th</sup>, 2024 – March 15<sup>th</sup>, 2024

### Daily Operations Summary

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

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

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

**2/15/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/16/24 (4.0hr)** Rounds and checks at each facility. Regular rounds and checks of each facility.

**2/19/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/20/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/21/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Adding chlorine to RHF tank along with GRN tank to raise chlorine residual for those systems.

**2/22/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/23/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/26/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Collected monthly process control samples along with monthly Bac-T compliance samples.

**2/27/24(4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/28/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**2/29/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**3/01/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**3/04/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Collected quarterly EDOP samples, which are for the RO concentrate ponds along with the wells.

**3/05/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Handed out flyers to the residents in the BE distribution about the shutdown happening on 03/07/24 for the distribution meter replacement.

**3/06/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Collected monthly process control samples and dropped them off at the lab for analysis.

**3/07/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Started working on manual meter reads for the billing department. REC ESD onsite to install new BE distribution replacement along with installing a replacement level transducer for the south tank level transducer.

**3/08/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Continued working on manual meter reads. REC ESD onsite to continue working on wiring the new flow meter to get readings to show on SCADA.

**3/11/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Finished manual meter reads then sent them to CLA to be processed for billing.

**3/12/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Collected monthly compliance Bac-T samples then dropped them off at the lab for analysis. REC ESD onsite working on getting the new level transducer for the south tank to show on SCADA and the OmniSite.

**3/13/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Closed the RHF tank fill valve to prevent overflow since demand is lower than the demand needed for the system.

**3/14/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility.

**3/15/24 (4.0hr)** Routine site visit. Regular rounds and checks of each facility. Generator Source onsite to service BE generator and perform 4-hour load test.

**February 15, 2024 – March15, 2024**

RO Run Time	143 Hours
RO Concentrate Flow: 1 Pond (South)	471,163

<b>Date</b>	<b>Permeate Flow (gpm)</b>	<b>Concentrate Flow (gpm)</b>	<b>% Recovery</b>	<b>Permeate Conductivity (μSeimens)</b>
2/21/24	202	53	79	15
2/26/24	200	54	79	15
2/29/24	197	49	80	21
3/04/24	200	53	79	17
3/05/24	200	54	79	14
3/06/24	197	57	78	12
3/07/24	197	53	79	14
3/08/24	201	51	79	17
3/11/24	196	51	79	19
3/14/24	199	52	79	24

Installed From: 02/12/24 To: 03/12/24

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
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Metered Services : GW Installed/Change-Out/Serviced Between: 01/01/24 And 03/12/24

Location Code	Service Address	Active Customer	Svc	AI LP	User Type	Rt Ty	Svc Sz	Rte/Seq	RIC	Serial Number	Remote Serial No.	Date	Serv Inst	Chg-Out Date
660014	29343 E 165th Ave	KEVIN WOLF	GW-0	A	RESI	8	75	2/1060	J	232255861	132432489	02/06/24	SERV	02/06/24
660110	29200 E 165th Ave	DONNA TAFOYA	GW-0	A	RESI	8	75	2/5370	J	232255875	130957863	02/01/24	SERV	02/01/24
660216	16310 Timber Cove St	MICHAEL AND NIC	GW-0	A	RESI	6	75	2/8240	J	232255871	121593295	01/22/24	SERV	01/22/24
660231	16290 Queensview St	JONATHAN & JENN	GW-0	A	RESI	6	75	2/8510	J	232255876	120666823	02/01/24	SERV	02/01/24
660242	29205 E 165th Ave	SERGEY & LIYA G	GW-0	A	RESI	8	75	2/8670	J	232255873	120827139	02/01/24	SERV	02/01/24
660258	29510 E 162nd Ave	Kevin and Canda	GW-0	A	RESI	1	100	2/8950	J	221831681	120638774	02/06/24	SERV	02/06/24
660336	31660 E 162nd Ave	NATHAN AND LANA	GW-0	A	RESI	6	75	2/10430	J	232255874	132436527	01/31/24	SERV	01/31/24
660339	29660 E 165th Ave	Omar Flores Mun	GW-0	A	RESI	8	75	2/10510	J	17889021	132437358	02/06/24	SERV	02/06/24
660405	16320 Queensview St	RYAN AND SAMANT	GW-0	A	RESI	6	75	2/11420	J	232255872	120666752	02/01/24	SERV	02/01/24
Total: 9 Serv: 9 Install: 0														

ENDPOINT (ERT) REPLACEMENTS FROM 1/19/24-02/12/24	
28805 E 159th Ave	ENDPOINT REPLACED/ shut off on 1/22/24/Endpoint '131318699' has not been activated.
28760 E 159th Ave	ENDPOINT REPLACED - Endpoint '131316689' has not been activated.
31341 E 161st Ct	ENDPOINT REPLACED - STILL NOT READING/Endpoint '132436280' has not been activated.
16685 Stroilway St	ENDPOINT REPLACED - Endpoint '132436278' has not been activated.
29550 E 160th Ct	ENDPOINT REPLACED - Endpoint '132422584' has not been activated.
16180 Electra St	ENDPOINT REPLACED - Endpoint '131316774' has not been activated.
16381 Timber Cove St	ENDPOINT REPLACED - Endpoint '132436898' has not been activated.
16460 Umpire St	ENDPOINT REPLACED - Endpoint '132437348' has not been activated.
16281 Timber Cove St	ENDPOINT REPLACED - Endpoint '132422018' has not been activated.
16235 Electra St	ENDPOINT REPLACED - Endpoint '131316625' has not been activated.
31310 E 164th Ave	ENDPOINT REPLACED - Endpoint '132435833' has not been activated.
16250 Queensview	ENDPOINT REPLACED - Communicating with BEACON site
16458 Joppa	ENDPOINT REPLACED - Communicating with BEACON site
28660 E. 163rd	ENDPOINT REPLACED - Communicating with BEACON site
29660 E 165th Ave.	ENDPOINT REPLACED - Communicating with BEACON site
16361 Timbercove.	ENDPOINT REPLACED - Communicating with BEACON site
16330 Timbercove.	ENDPOINT REPLACED - Communicating with BEACON site
16421 Timbercove.	ENDPOINT REPLACED - Communicating with BEACON site
29815 E 161st ave.	ENDPOINT REPLACED - Communicating with BEACON site
29151 E 165th Ave.	ENDPOINT REPLACED - Communicating with BEACON site
29310 E 162nd Ave	ENDPOINT REPLACED - Communicating with BEACON site
28405 E 159th Ave	ENDPOINT REPLACED - Communicating with BEACON site
28650 E 159th ave.	ENDPOINT REPLACED - Communicating with BEACON site
16251 Rayburn.	ENDPOINT REPLACED - Communicating with BEACON site
31310 E 164th Ave.	ENDPOINT REPLACED - Communicating with BEACON site
31381 E 161st CT.	ENDPOINT REPLACED - Communicating with BEACON site
16570 Umpire CT.	ENDPOINT REPLACED - Communicating with BEACON site
16600 Umpire CT	ENDPOINT REPLACED - Communicating with BEACON site
32455 E 167th DR	ENDPOINT REPLACED - Communicating with BEACON site
16441 Treehaven.	ENDPOINT REPLACED - Communicating with BEACON site
16685 Stroilway.	ENDPOINT REPLACED - Communicating with BEACON site
16700 Shadow Wood.	ENDPOINT REPLACED - Communicating with BEACON site

32 TOTAL ENDPOINTS REPLACED

ENDPOINT (ERT) REPLACEMENTS FROM 02/12/24 -03/12/24

30453 E 165th Ave

**ENDPOINT REPLACED**

**INDEPENDENT CONTRACTOR AGREEMENT  
(WELL AND WATER SYSTEM SERVICES)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 12<sup>th</sup> day of March, 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 APPLIED INGENUITY, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

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

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

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

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

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

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

**TERMS AND CONDITIONS**

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



(including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2024. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

#### 7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

## 12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

District:	Greatrock North Water & Sanitation District c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy., Suite 300 Greenwood Village, Colorado 80111 Attention: Lisa A. Johnson, Manager Phone: (303) 939-6029 Email: Lisa.Johnson@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 E-mail: jtanaka@wbapc.com
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Contractor:	Applied Ingenuity, LLC 14920 Harvest Rd. Brighton, Colorado 80603 Attention: Devin Cary Phone: (303) 289-2280
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Email: dcary@applied-ingenuity.com

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

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

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

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

25. GOVERNING LAW.

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

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

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

in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

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

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

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

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

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

31. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is

the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

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

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

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

*[Signature pages follow].*

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

**DISTRICT:**  
GREATROCK NORTH WATER 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 for the District

*District's Signature Page to Independent Contractor Agreement for Well and Water System  
Services with Applied Ingenuity, LLC, dated March 12, 2024*



**EXHIBIT A****SCOPE OF SERVICES/COMPENSATION SCHEDULE****Equipment Removal-**

- Mobilize to the site
- Remove the pumping equipment
- Perform a visual evaluation of the equipment and provide repair recommendations

**Equipment Removal Cost- \$5,711.00****Well Video-**

- Perform a well video to an estimated depth of 1200'
- Provide a copy of the DVD and written log
- Provide well rehab recommendations if required

**Well Video Cost- \$1,492.00****Estimated Pumping Equipment and Installation-****New Equipment:**

- 1- 50 HP pump and motor sized for 150 GPM at 1053' TDH
- 2- 4 ½" high pressure check valves
- Splice kits, banding, and service materials required to complete the installation

**Labor:**

- Mobilize to the site
- Install the new equipment with the existing power cable, pipe, etc.
- Disinfect the well
- Provide start up services and installation records

**Estimated Equipment and Installation Cost- \$30,409.00**

**Inherent Risks:** There are inherent risks involved when performing well service or rehabilitation on any well. Some of these risks include damaged or collapsed well casing or screens and reduced or lost production from the well. Every attempt will be made to prevent these problems during this work, however Applied Ingenuity cannot be held responsible for well problems which arise as a result of this work due to existing well conditions or other factors beyond our control.

**Freight:** Freight costs have been included in this pricing.

**Taxes:** No Federal, State, or local use or sales taxes are included. These will be added where applicable at the time of invoicing.

**Warranty:** The warranty period on new equipment provided by Applied Ingenuity is one year from the date of shipment and covers defects in the equipment manufacturer's workmanship and materials. Failures caused by lightning or other acts of God, power surges, adverse well conditions, rapid cycling, operational or system issues, or other causes beyond the control of the manufacturers and/or Applied Ingenuity are not covered under this warranty. Applied Ingenuity cannot be held responsible for incidental or consequential damages including, but not limited to, water shortages, crop damage, or lack of fire protection which may result from premature equipment failures. This warranty covers materials and labor.

**Delays:** *Applied Ingenuity* shall be liable for no penalty, charge, or cost for delays in performance by Applied Ingenuity caused by weather, acts of God, shortage of materials or labor, strikes or circumstances outside the control of *Applied Ingenuity*.

**Payment:** Payment terms are net 30 days from date of invoice. Retainage is not allowed. A service charge of 2% PER MONTH (24% PER ANNUM) shall be added on any past due accounts and if the account is not paid when due the buyer agrees to pay all reasonable costs of collection. Payment to *Applied Ingenuity* is not contingent on other payments to Purchaser by other third parties or upon any other thing or event other than receipt of the equipment.

**Conditional Proposal:** The proposal is conditioned upon *Applied Ingenuity* receiving written notice of its acceptance within 30 days from the date of the offer.

**Bonding:** Performance Bonding has not been included in the Purchase Order Agreement.

**Attorney's Fees:** In the event of a default under or breach of the terms of this contract, the defaulting party shall pay the non-defaulting party all costs incurred in enforcing the terms of this agreement, including court costs and attorney's fees in a reasonable amount and including all costs of arbitration, if any, all fees and costs of arbitrators, all costs of discovery and depositions and copies, expert witness fees, travel expenses and any other cost or expense of litigation.

**Notes:** Pricing for additional equipment that may be required such as replacement pipe, power cable, etc. can be provided once the equipment is removed and evaluated.

**Scheduling:** Shipment time for the new equipment is currently 8-10 weeks from receipt of order.

**EXHIBIT B**

CONTRACTOR'S COMPLETED W-9



## EXHIBIT C

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

**EXHIBIT C-1**  
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

APPLIED INGENUITY, LLC

is a

Limited Liability Company

formed or registered on 11/21/2002 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20021323381 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/11/2024 that have been posted, and by documents delivered to this office electronically through 03/12/2024 @ 14:24:26 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/12/2024 @ 14:24:26 in accordance with applicable law. This certificate is assigned Confirmation Number 15836930 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

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

## ENGINEER'S PROGRESS REPORT

**Date:** April 2, 2024  
**To:** Greatrock North Water and Sanitation District  
**From:** Element Engineering  
**Job No.** 0041.0001  
**RE:** Monthly Engineers Report – **New Items Bold**

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### 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 30<sup>th</sup>, 2023.

The district approved the CMAR bidding approach at the March 7<sup>th</sup> 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 <sup>nd</sup> at 4:00 PM
Non-Mandatory Pre-Bid Meeting	June 9 <sup>th</sup> at 10:00 AM
Last Day to Request Interpretations of the Documents	June 16 <sup>th</sup> at 4:00 PM
Proposals Due (via email to nmarcotte@elementengineering.net)	June 23 <sup>rd</sup> 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 14<sup>th</sup> 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.

Element requested and held a meeting with CDPHE on January 29, 2024. In this meeting we reviewed our comment responses, the updates to the plans and EDOP, and reviewed our request to use the brine water for beneficial use (compaction). We requested CDPHE expedite their review and come to us with any questions and concerns. We also let them know the district is very eager to get the project to construction. We were not given a firm date for turnaround on the review, but CDPHE indicated they would coordinate with us on questions.

**We are awaiting final CDPHE approval of the updated documents. Additional changes/comments are unlikely. Therefore, we have sent all plans, technical specifications, and construction QA/QC requirements to the CMAR for updated pricing.**

### 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 30<sup>th</sup>, 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 22<sup>nd</sup> 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.

**No work this period.**

**1. Box Elder Creek Ranch Subdivision**

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

**No work this period.**

**2. Rocking Horse Farms Subdivision**

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

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

Element met with REC at RHF on January 21<sup>st</sup>, 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 21<sup>st</sup>, 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 16<sup>th</sup>, 2021. Onsite construction work started on July 21<sup>st</sup>, 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 26<sup>th</sup>, 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. Water Model

No work this period.



**Greatrock North Water & Sewer District**  
**ORC Report**  
**April 2, 2024**

Rocking Horse Farms Tank Fill Valve

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

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

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

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

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

Update – Element Engineering has completed drawings for valve replacement work.

### Augmentation

On 12/29/23 BBA water requested augmentation be set to 30 gpm and shut down on January 2, 2024. Augmentation set to 30 gpm on 12/29/23 and shut down on January 2, 2024.

### Additional Activities

REC ESD completed the replacement of the Box Elder Subdivision distribution flow meter.

REC ESD completed replacement of Box Elder South Tank Level Transducer.

Completed new water line inspection at 28505 E 159<sup>th</sup> Ave.

### Water Quality

Month	ALV 1		ALV2		BECR		RHF		GRN	
	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L	TDS mg/L	Hardness mg/L
Mar-24	1339	704	1609	836	165	19	179	16	165	17
Feb-24					158	14	164	17	161	17
Jan-24					185	27	225	44	216	42
Dec-23					191	29	213	24	237	28
Nov-23					322	44	167	18	170	23
Oct-23	1283	646	1280	632	119	16	162	26	174	27
Sep-23					140	18	135	21	142	22
Aug-23					256	73	173	17	267	77
Jul-23	1230	559	1265	554	303	92	217	84	340	63
Jun-23					147	17	174	22	152	14
May-23					181	36	213	30	189	139
Apr-23	1002	537	1055	537	216	36	253	34	233	134
Mar-23					229	69	505	166	442	165
Minimum	1002	537	1055	537	119	14	135	16	142	14
Maximum	1339	704	1609	836	322	92	505	166	442	165
Average	1214	612	1302	640	201	38	214	40	222	59