

GREATROCK NORTH WATER AND SANITATION DISTRICT

8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
(P) 303-779-5710 (F) 303-779-0348
www.colorado.gov/greatrocknorthwsd

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: April 4, 2023
TIME: 4:30 P.M.
LOCATION: **This meeting will be held via teleconferencing and can be joined through the directions below:**

ACCESS: You can attend the meeting in any of the following ways:

1. To attend via MS Teams videoconference use the below link –
https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzY3ZmQxNzltMjU1OC00ZjIwLTkzMjctN2RINTY1ZGEyNjdl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e78628f-89cd-4e97-af6c-60df84b55ffe%22%7d
2. Or by calling 1-720-547-5281 & entering the following Phone Conference ID: **113 576 728#**

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

Consultants:

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

Greatrock North Water and Sanitation District
April 4, 2023 Agenda

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

- II. CONSENT AGENDA
 - A. These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.
 1. Approve the Minutes of the March 7, 2023 regular meeting (enclosure – 004).
 2. Ratify approval of the payment of claims for the period ending March 29, 2023 in the amount of \$253,327.56 (enclosure – 005).
 3. Acceptance of unaudited financial statements for the period ending February 28, 2023, Schedule of Cash Position updated as of March 28, 2023, and Inclusion Summaries (enclosure - 006).
 4. Operations and Maintenance Activities Report (enclosure – 007).
 5. Review meter installation report (enclosure – 008).

- III. FINANCIAL MATTERS

- IV. ENGINEER’S REPORT (enclosure – 009)
 - A. Capital Projects Update
 1. Third Alluvial Well
 2. Evaporation Pond
 3. Reverse Osmosis Treatment Facility

- V. OPERATIONS AND MAINTENANCE MATTERS (ORC Report – enclosure – 010).
 - A. Review and consider approval of a proposal from HOA Services for annual SCADA maintenance (enclosure - 011).
 - B. Review recent sanitary survey results and responses (enclosures – 012 and 013).
 - C. Review and consider approval of Master Services Agreement and Statements of Work from CMIT (enclosure - 014).

- VI. LEGAL MATTERS
 - A. Discuss changes to Fees and Charges.
 1. Review and consider adopting Resolution No. 2023-04-01: Concerning the Imposition of Availability of Service or Facilities Charges (enclosure – 015).

Greatrock North Water and Sanitation District
April 4, 2023 Agenda

VII. OTHER MATTERS

- A. Status of Homestead Heights/Country Club Ranchettes #1.
 - 1. Consider approval of Amendment to the Warranty Agreement (enclosure – 016).
- B. Status of Hayesmount Estates.
- C. Status of Ridgeview Estates.
- D. Status of Country Club Ranchettes Filing No. 2.

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

IX. ADJOURNMENT

**THE NEXT MEETING IS SCHEDULED
for Tuesday, May 2, 2023
at 4:30 p.m.**

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

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
INCLUSION AND DEVELOPMENT MATTERS										
Homestead Heights Development (a/k/a Country Club Ranchettes Filing No. 1)	12/6/16	Nick	N/A	2		X				<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</p>

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

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

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

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

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

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										<p>items lists.</p> <p>1/7/2021: Brad to review options available to expedite process through CDPHE.</p> <p>1/20/2021: Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed to construct pond.</p> <p>2/2/2021: Brad working to finalize easement agreement and legal description. Brad to send to Lisa for next steps when complete.</p> <p>2/2/2021: Brad will provide updated cost estimate.</p> <p>4/9/2021: Brad asked to schedule a meeting with the committee to review additional information / may ask Nick to assist with Evaporation Pond project.</p> <p>5/4/2021: Brad informed the Board that he is no longer able to continue with this project. The Board asked Lisa to gather a list of qualified firms and contact them to solicit interest and a proposal.</p> <p>7/6/2021: Nick to start working on the evaporation pond and prepare a new exhibit related to final easement with Jay Skolnick.</p> <p>7/19/21: Board has approved Element to complete the evaporative pond design. Work is ongoing.</p> <p>8/13/21: Design work on the evaporation pond and EDOP report is ongoing. Element is finalizing the easement with direct correspondence between Element and Jay’s engineer for CCR Filing 2.</p> <p>9/7/21: Nick is preparing an alternatives analysis regarding pond location and will present his findings at the October board meeting.</p> <p>1/24/22: The board selected the western pond location with the concentrate line in Hudson Mile Road. The design is now being completed in that location.</p> <p>1/24/22: Element requested quotes for utility potholing to confirm utility location and depth for crossings.</p> <p>2/23/2022 – Element working on permit requirements with Adams County.</p> <p>3/25/2022 – Public Meeting will be held on April 5th. Property owners were notified via mail.</p> <p>06/01/2022 – Element to finalize reports to submit to CDPHE and ADCO the week of May 30, 2022.</p>

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

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

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

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										2/23/2022 – Project began in February. 3/25/2022 – Pay Apps 1-3 have been submitted and CO#1 has been submitted. 06/01/2022 – CO’s 2-5 have been approved and pay apps 1-6 as well. 7/26/2022 – CO’s 2-6 have been approved and pay apps 1-7 as well. 8/29/2022 CO’s 1-7 have been approved and pay apps. 1-8 as well. 10/05/2022 – punchlist walk is scheduled for 10/06/2022. 10/25/2022 – Substantial completion was provided to Moltz. 02/28/2023 – furniture has been installed. Staff is working with CMIT on IT proposal and agreement with Comcast for internet service. 3/28/2023 – MSA/SOW received from CMIT and transmitted to Erin for review.
OPERATIONAL MATTERS										
Rocks in Brine Discharge Pipe	6/4/19	Mike	N/A	3		X				1/7/2021: New list started. Items preceding 10/2020 on prior action items lists. 1/7/2021: Rocks not causing issues right now. Cannot push them out at any point. Would need to cut pipe, clean out and replace area. Do work with pond liner possibly. Not a current emergency. Mike to obtain pricing from Blanco and Dan LaCoe for doing work so can be incorporated into budget. 12/26/21: Site visit schedule first week of January to get Element Engineering updated on this project. 1/21/22: Element met with REC onsite to discuss potential remedies for this issue.
RHF Generator Replacement	1/7/2021	Mike	N/A	3		X				Mike to obtain pricing for replacement of generator. 4/12/2021: Generator Source onsite to gather information for RHF generator replacement. 12/8/21: Quote for new replacement submitted by Generator Source. 12/28/2021- Mike presented proposal at December meeting.
GFPD – Emergency Response Plan	01/04/2022	Mike Lisa	N/A	2						Mike and Lisa to contact GFPD to discuss emergency response plan in the event of a fire. 06/28/2022 – Mike to discuss with GBFPD and HFPD.

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

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										7/26/2022 – Mike confirmed GBFPD is the service provider and will schedule a meeting to discuss a plan.
WELL AND WATER MATTERS										
19CW3231 – Statement of Opposition	3/3/2020	Matt	N/A	1		X				2/28/2020: Statement of opposition filed with Court.
20CW3214 – Statement of Opposition	1/5/2021	Lisa Alan	N/A	1		X				Lisa to contact Alan Curtis re representation of District on matter. Case requests for changes of water rights on Box Elder Creek and amendments to a previously decreed augmentation plan that has depletions and replacements on Box Elder Creek. 01/20/2021: Lisa obtained executed engagement letter from all parties. Lisa working with Martin and Wood to discuss the current need for water rights engineering services.
Renewable Water Rights	5/4/2021	Chris	N/A			X				Chris presented options for acquisition of renewable water rights. BOD directed Chris to continue discussions with all options presented. 3/25/2021 – BOD directed Chris to continue discussions for renewable water rights options.
FINANCIAL MATTERS										
ADMINISTRATIVE MATTERS										
Cybersecurity Efforts	3/2/21	Mike	N/A			X				3/2/21: Brad is meeting with the firm that has proposed for SCADA/telemetry on the new plant to discuss protections within their system. 3/2/21: Mike will work with TLECC to discuss additional options for protection of current system. 02/28/2023 – Mike is working with HOA regarding annual contract etc. 3/28/2023 – proposal from HOA will be reviewed by BOD at the April meeting.



Date: March 27, 2023

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

From: Lisa A. Johnson, District Manager

Re: April 4, 2023 Manager's Report

Agenda Action Items

II.A. Consent Agenda

1. Approve the Minutes of the March 7, 2023 special meeting regular meeting.
2. Ratify approval of the payment of claims for the period ending March 31, 2023 in the amount of \$253,327.56.
3. Acceptance of unaudited financial statements for the period ending February 28, 2023, Schedule of Cash Position updated as of March 28, 2023, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.

I recommend approval of the consent agenda items.

V.C. CMIT Master Services Agreement and Statements of Work

We are in receipt of a Master Services Agreement and Statements of Work from CMIT. President Wyckoff asked that I forward the agreement to Attorney Stutz for review and comment which was done on March 27, 2023.

I will bring comments from the Attorney to the meeting next week.

VI.A.1 Resolution No. 2023=04-01: Concerning the Imposition of Availability of Service ("AOS") or Facility Charges

Notice that the Board would consider imposing AOS fees at the April Board meeting was sent to property owners in Country Club Ranchettes Filing No. 1 and Ridgeview Estates as well as posted on the District's website.

I recommend adoption of the Resolution to impose AOS Fees.

VII.A.1. Homestead Heights/ Country Club Ranchettes #1 – Amendment to Warranty Agreement

The property owner in CC#1 has requested to provide the District with a letter of credit in lieu of a warranty agreement. This was allowed from the developer of Ridgeview Estates.

I recommend approval of the Amended Warranty Agreement.

VII.B. Hayesmount Estates

21 System Development Fees (“SDF’s”) have been paid to date. All SDF’s have been paid for this subdivision.

VII.C. Ridgeview Estates

Updates provided in the Engineer’s Report.

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

Staff met with the property owner and his legal counsel regarding water rights to be conveyed to the District. The property owner will review the inclusion agreement and provide any final edits. Legal Counsel has published for a public hearing on this inclusion for the May Board 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 and/or Committee Meetings

Comcast services were established at the Box Elder Creek Ranch Facility. We are working to schedule a meeting with Greeley Lock and Key regarding the Open Path software. Century Link services will be disconnected at some point in the future.

RECORD OF PROCEEDINGS

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

A regular meeting of the Board of Directors (referred to hereafter as “Board”) of the Greatrock North Water and Sanitation District (referred to hereafter as “District”) was convened on Tuesday, March 7, 2023 at 4:30 P.M. The meeting was conducted via video conference – Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in attendance:

John D. Wyckoff
Brian K. Rogers
Lisa Jacoby
Robert W. Fleck
Brenda Adams

Also in attendance were:

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

ADMINISTRATIVE MATTERS

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

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

Board of Director’s Report: No report was provided.

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

Website Transition to WIX Platform from SIPA Platform: This item was deferred.

CONSENT AGENDA

The Board considered the following actions:

RECORD OF PROCEEDINGS

1. Approve the Minutes of the January 26, 2023 special meeting and Minutes of the February 7, 2023 regular meeting.
2. Operations and Maintenance Activities Report.
3. Review meter installation report.
4. Ratify approval of Third Addendum to Independent Contractor Agreement with Element Engineering for General Engineering Services.
5. Ratify approval of Eighth Addendum to Independent Contractor Agreement with Elite Industries, Inc. for Landscape Maintenance Services to include 2023-2024 snow removal services.

Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Fleck, and, upon vote, unanimously carried, the Board approved the Consent Agenda items, as amended, including revisions to the Minutes of the February 7, 2023 regular meeting and the removal of the financial statements and claims.

FINANCIAL MATTERS

None.

ENGINEER'S REPORT

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

CAPITAL PROJECTS UPDATES:

Third Alluvial Well: No new update.

Evaporation Pond: Mr. Marcotte provided an update on the evaporation pond.

Reverse Osmosis Treatment Facility: Ms. Johnson provided updates later in the meeting.

OPERATIONS / MAINTENANCE MATTERS

Operator in Responsible Charge ("ORC") Report: Mr. Murphy presented his report and provided updates.

Proposal from Denver Tech, LLC d/b/a CMIT Solutions of Boulder ("CMIT") for IT Services: Director Wyckoff, Ms. Johnson, and Ms. D'Amato presented the proposal to the Board. Following review and discussion, upon a motion duly made by Director Jacoby, seconded by Director Wyckoff and, upon vote, unanimously carried, the Board approved the proposal from CMIT for monthly services and the one-time services, with the exclusion of costs related to Comcast, as that will be billed directly to the District.

Proposal from HOA Services for Annual SCADA Maintenance: This item was deferred.

Agreement with MaidPro for Bi-Weekly Facility Cleaning Services: Director Wyckoff and Ms. D'Amato presented the agreement to the Board.

RECORD OF PROCEEDINGS

Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Adams and, upon vote, unanimously carried, the Board approved the agreement with MaidPro for bi-weekly facility cleaning services.

Sanitary Survey Results: The Board reviewed the sanitary survey results. Mr. Murphy reported that he will provide his response to the State by the deadline.

LEGAL MATTERS

None.

OTHER MATTERS

Status of Homestead Heights/Country Club Ranchettes #1: Ms. Johnson provided an update.

Status of Hayesmount Estates: Ms. Johnson provided an update.

Status of Ridgeview Estates: Mr. Johnson provided an update.

Status of Country Club Ranchettes Filing #2: Ms. Johnson provided an update.

COMMUNITY COMMENTS

None.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Jacoby, seconded by Director Wyckoff, and, upon vote, unanimously carried, the meeting was adjourned at 5:45 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Greatrock North Water & Sanitation District
Claims List
March 29, 2023

Vendor	Invoice #	Date	Amount
*My Asset Map LLC	E5F5CDB-0060	1/27/2023	\$ 199.99
*My Asset Map LLC	E5F5CDB-0061	2/27/2023	199.99
*United Power Inc	12341500JAN23	1/31/2023	411.44
*United Power Inc	23129500JAN23	1/31/2023	1,588.27
*United Power Inc	2893502JAN23	1/31/2023	787.03
*United Power Inc	6666302JAN23	1/31/2023	336.24
*United Power Inc	7891601JAN23	1/31/2023	304.89
*United Power Inc	12341500FEB23	2/28/2023	357.72
*United Power Inc	23129500FEB23	2/28/2023	1,207.50
*United Power Inc	2893502FEB23	2/28/2023	584.15
*United Power Inc	6666302FEB23	2/28/2023	319.64
*United Power Inc	7891601FEB23	2/28/2023	257.09
*Xcel Energy	5336053542JAN23	1/31/2023	189.58
*Xcel Energy	5398600067JAN23	1/31/2023	48.07
*Xcel Energy	5336053542FEB23	2/28/2023	195.23
*Xcel Energy	5398600067FEB23	2/28/2023	48.04
		Auto Pay	<u>\$ 7,034.87</u>
Action Fire Hydrant Service, LLC	547	2/22/2023	3,430.00
Badger Meter, Inc.	80117957	1/30/2023	445.00
Badger Meter, Inc.	80120469	2/28/2023	445.00
Badger Meter, Inc.	1564395	3/13/2023	4,982.50
Bishop Brogden Associates, Inc	51345	1/15/2023	2,665.75
Bishop Brogden Associates, Inc	51426	2/15/2023	5,903.08
Bishop Brogden Associates, Inc	51427	2/15/2023	198.75
CliftonLarsonAllen LLP	3540763	12/31/2022	1,871.05
CliftonLarsonAllen LLP	3577323	1/31/2023	2,521.05
CliftonLarsonAllen LLP	3597236	2/28/2023	2,646.51
CliftonLarsonAllen LLP	3563963	1/31/2023	8,801.58
CliftonLarsonAllen LLP	3594165	2/28/2023	11,288.97
CliftonLarsonAllen LLP	3563963	1/31/2023	180.00
CliftonLarsonAllen LLP	3540564	12/31/2022	4,069.02
CliftonLarsonAllen LLP	3563943	1/31/2023	4,466.23
CliftonLarsonAllen LLP	3598788	2/28/2023	3,120.11
CliftonLarsonAllen LLP	3594165	2/28/2023	150.00
CliftonLarsonAllen LLP	3594165	2/28/2023	60.00
Colorado Special Districts P&L Pool	23PL-48085-3168/2	1/23/2023	2,700.00
County of Adams	873311	1/15/2023	83.00
Diversified Underground	27042	1/31/2023	1,050.00
Diversified Underground	27042	1/31/2023	250.00
Diversified Underground	27197	2/28/2023	1,725.00
Diversified Underground	27197	2/28/2023	410.00

Element Engineering, LLC	0001C-02	2/28/2023	1,940.00
Element Engineering, LLC	0001C-01	1/31/2023	5,322.80
Element Engineering, LLC	0005-09	1/31/2023	1,200.00
Elite Industries, Inc.	8809	1/26/2023	994.00
Elite Industries, Inc.	21578	1/31/2023	1,075.00
Elite Industries, Inc.	21579	2/28/2023	1,075.00
Generator Source	2336	1/17/2023	734.55
Generator Source	2337	1/17/2023	1,274.46
Generator Source	2338	1/17/2023	1,159.20
Hayes Poznanovic Korver LLC	47317	1/31/2023	172.00
Hayes Poznanovic Korver LLC	47575	2/28/2023	1,057.50
Hayes Poznanovic Korver LLC	47607	2/28/2023	450.00
Hayes Poznanovic Korver LLC	47490	1/31/2023	700.00
Hayes Poznanovic Korver LLC	47608	2/28/2023	1,675.00
Lock & Key	20752	2/6/2023	1,104.56
Moltz Construction Inc.	Pay App #RET	12/31/2022	124,452.70
Pest Predator	3406	1/27/2023	240.00
Pest Predator	3471	2/27/2023	240.00
Ramey Enviromental Compliance, Inc	25167	1/31/2023	287.72
Ramey Enviromental Compliance, Inc	25167	1/31/2023	9,870.90
Ramey Enviromental Compliance, Inc	25326	2/28/2023	10,472.40
Ramey Enviromental Compliance, Inc	25167	1/31/2023	312.48
Ramey Enviromental Compliance, Inc	25326	2/28/2023	1,138.08
Treatment Technology	188564	2/13/2023	801.50
United Site Services, Inc	INV-01370617	2/1/2023	224.00
United Site Services, Inc	INV-01448956	3/1/2023	224.00
United Site Services, Inc	INV-01525668	4/1/2023	224.00
Utility Notification Center of Colorado	223010626	1/31/2023	103.20
Waste Connections of Colo, Inc	6867689V311	4/1/2023	99.77
White & Jankowski LLP	18623	1/31/2023	1,568.00
White & Jankowski LLP	18668	2/28/2023	800.00
White Bear Ankele Tanaka & Waldron	26256	1/31/2023	736.46
White Bear Ankele Tanaka & Waldron	26756	2/28/2023	895.34
White Bear Ankele Tanaka & Waldron	26256	1/31/2023	4,321.69
White Bear Ankele Tanaka & Waldron	26756	2/28/2023	4,726.58
Worth Hydrochem	11816IN	3/16/2023	1,157.20
		Bill.com	<u>\$ 246,292.69</u>
Grand Total			<u><u>\$ 253,327.56</u></u>

GREATROCK NORTH WATER & SANITATION DISTRICT
FINANCIAL STATEMENTS
FEBRUARY 28, 2023

GREATROCK NORTH WATER & SANITATION DISTRICT
Statement of Net Position - Enterprise Fund
FEBRUARY 28, 2023

	Enterprise
CURRENT ASSETS	
First Bank - Checking	\$ 109,732
First Bank - Lockbox	174,324
Colotrust	3,327,868
Accounts Receivable - Customers	27,343
Accounts Receivable - Certified with County	1,374
Receivable from County Treasurer	394,843
AR - Horse Creek Retreat	2,429
AR - Inclusions	33,104
Prepaid Insurance	450
Total Current Assets	4,071,467
CAPITAL ASSETS	
Water Distribution System	9,625,966
Land	94,243
Water Rights	980,105
Easements	152,989
Construction in Progress	3,870,561
Accumulated Depreciation	(4,066,574)
Net Capital Assets	10,657,290
OTHER ASSETS	
Prepaid Bond Insurance, Net	18,551
Deferred Loss on Refunding	66,166
Other Assets	84,717
TOTAL ASSETS	\$ 14,813,474
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
CURRENT LIABILITIES	
Accounts Payable	\$ 242,575
Due to County Treasurer	2,912
Deposit - Refundable Water Meter	850
Accrued Interest Payable	16,683
Loan Series 2020 - Current Portion	190,000
Total Current Liabilities	453,020
LONG - TERM LIABILITIES	
Loan - Series 2020	1,565,000
GO Bonds - Series 2017	4,375,000
Bond Premium, Net	237,918
Total Long-Term Liabilities	6,177,918
DEFERRED INFLOWS OF RESOURCES	
Unearned Service Fees	5,051
Total Deferred Inflows of Resources	5,051
NET POSITION	
Net Position	8,177,485
Total Net Position	8,177,485
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES	
AND NET POSITION	\$ 14,813,474

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

GREATROCK NORTH WATER & SANITATION DISTRICT
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2023

ENTERPRISE FUND

	Year to Date Actual
OPERATING REVENUES:	
Service Charges - Greatrock	\$ 11,355
Service Charges - Rocking Horse	8,018
Service Charges - Box Elder	19,159
Service Charges - Hayesmount	1,594
Inspection Fees	540
Box Elder - Water Lease Irrigation	7,500
TOTAL OPERATING REVENUES	48,166
OPERATING EXPENSES:	
Utilities	7,373
Customer Billing	7,586
Distribution System Mntc	4,320
Engineering - Administration	1,940
Equipment and Tools	288
Facility Maintenance & Repair	4,576
Generator Preventative Mntc	3,168
GIS	400
Locates	3,538
Operator Services	20,343
Plant Supplies	802
Testing and Reporting	1,451
Water Meters - Cap	150
Water Rights Dev - Eng.	8,569
Water Rights Dev - Legal	4,048
TOTAL OPERATING EXPENSES	68,552
NET INCOME (LOSS)	(20,386)
OTHER REVENUES AND (EXPENDITURES)	
Property Taxes	395,157
Specific Ownership Taxes	11,225
Interest Income	25,599
Available of Service Fees	270
Accounting	(5,168)
County Treasurer's Fee	(5,927)
Directors' Fees	(400)
District Management	(12,950)
Election	(1,812)
Insurance and Bonds	(25,147)
Legal	(9,048)
Miscellaneous	(1,949)
TOTAL OTHER REVENUES AND (EXPENDITURES)	369,850
CHANGE IN NET POSITION	349,464
BEGINNING NET POSITION	7,828,021
ENDING NET POSITION	\$ 8,177,485

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

SUPPLEMENTARY INFORMATION

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN NET POSITION - BUDGET AND ACTUAL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2023

ENTERPRISE FUND

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget
REVENUES				
Service Charges - Greatrock	\$ 225,310	\$ 11,355	\$ (213,955)	5.04 %
Service Charges - Rocking Horse	165,803	8,018	(157,785)	4.84 %
Service Charges - Box Elder	262,287	19,159	(243,128)	7.30 %
Service Charges - Hayesmout	35,272	1,594	(33,678)	4.52 %
Inspection Fees	2,000	540	(1,460)	27.00 %
Transfer Fees	3,000	-	(3,000)	-%
Utility Penalties	5,000	-	(5,000)	-%
Water Meters	4,000	-	(4,000)	-%
Dev Fees - Hayesmout Estates	25,560	-	(25,560)	-%
Box Elder - Water Lease Irrigation	7,500	7,500	-	100.00 %
Property Taxes	1,022,556	395,157	(627,399)	38.64 %
Specific Ownership Taxes	71,579	11,225	(60,354)	15.68 %
Interest Income	30,000	25,599	(4,401)	85.33 %
Available of Service Fees	24,480	270	(24,210)	1.10 %
TOTAL REVENUES	1,884,347	480,417	(1,403,930)	25.50 %
EXPENDITURES				
Administrative	299,388	62,401	236,987	20.84 %
Operations	874,609	68,551	806,058	7.84 %
Capital	3,658,054	6,630	3,651,424	0.18 %
Debt Service	386,610	-	386,610	-%
TOTAL EXPENDITURES	5,218,661	137,582	5,081,079	2.64 %
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	-	-	-	-%
REVENUES OVER (UNDER) EXPENDITURES - BUDGET BASIS	(3,334,314)	342,835	3,677,149	
BEGINNING FUNDS AVAILABLE		3,460,559		
ENDING FUNDS AVAILABLE		\$ 3,803,394		
ADJUSTMENTS TO RECONCILE BUDGET BASIS TO GAAP BASIS				
Capital Assets, Net		10,657,290		
Debt Obligation, Net		(6,278,150)		
Deferred Inflow of Resources		(5,051)		
ENDING NET POSITION		\$ 8,177,483		

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

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF EXPENDITURE DETAIL
FOR THE TWO MONTHS ENDED FEBRUARY 28, 2023

23

ENTERPRISE FUND

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget
Administrative				
Accounting	\$ 50,000	\$ 5,168	\$ 44,832	10.34 %
Audit	13,000	-	13,000	-
County Treasurer's Fee	15,338	5,927	9,411	38.64 %
Directors' Fees	6,000	400	5,600	6.67 %
District Management	90,000	12,950	77,050	14.39 %
Dues and Membership	1,400	-	1,400	-
Election	50,000	1,812	48,188	3.62 %
Insurance and Bonds	21,000	25,147	(4,147)	119.75 %
Legal	44,150	9,048	35,102	20.49 %
Miscellaneous	8,000	1,949	6,051	24.36 %
Payroll Taxes	500	-	500	-
Total Administrative	299,388	62,401	236,987	20.84 %
Operations				
Utilities	75,000	7,373	67,627	9.83 %
Contingency	70,000	-	70,000	-
Customer Billing	36,000	7,586	28,414	21.07 %
Distribution System Mntc	22,900	4,320	18,580	18.86 %
Engineering - Administration	20,100	1,940	18,160	9.65 %
Engineering - Operations	33,000	-	33,000	-
Equipment and Tools	5,000	288	4,712	5.76 %
Facility Maintenance & Repair	53,600	4,576	49,024	8.54 %
Generator Preventative Mntc	15,000	3,168	11,832	21.12 %
GIS	3,000	400	2,600	13.33 %
Locates	9,000	3,538	5,462	39.31 %
Meter Reading	1,000	-	1,000	-
Operator Services	129,524	20,343	109,181	15.71 %
Plant Supplies	22,000	802	21,198	3.65 %
Rules and Regulations	2,000	-	2,000	-
Testing and Reporting	12,400	1,451	10,949	11.70 %
Treatment - Maintenance & Repair	82,085	-	82,085	-
Water Meters - Cap	4,000	150	3,850	3.75 %
Water Rights Dev - Eng.	54,000	8,569	45,431	15.87 %
Water Rights Dev - Legal	135,000	4,048	130,952	3.00 %
Well - Rehab & Repair	90,000	-	90,000	-
Total Operations	874,609	68,552	806,057	7.84 %
Capital				
Concentrate Pond	3,658,054	5,323	3,652,731	0.15 %
Reverse Osmosis Unit Upgrade	-	1,307	(1,307)	-
Total Capital	3,658,054	6,630	3,651,424	0.18 %
Debt Service				
Bond Interest - 2017	172,244	-	172,244	-
Loan Interest - 2020	23,166	-	23,166	-
Loan Principal - 2020	190,000	-	190,000	-
Paying Agent Fees	1,200	-	1,200	-
Total Debt Service	386,610	-	386,610	-
TOTAL	\$ 5,218,661	\$ 137,583	\$ 5,081,078	2.64 %

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

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

Services Provided

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

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

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

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

Revenues

Property Taxes

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

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

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

Revenues (continued)

Specific Ownership Taxes

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

Water Service Charges

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

Availability of Service Fees

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

Water Lease Irrigation

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

Net Investment Income

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

Expenditures

Administrative and Operating Expenditures

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

County Treasurer's Fees

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

Capital Outlay

The budget anticipates construction activity during 2023, primarily for infrastructure improvements within the development. These expenditures are detailed within the budget.

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

Expenditures (continued)

Debt Service

Principal and interest payments in 2023 are provided based on the debt amortization schedule from the \$4,750,000 Series 2017 General Obligation Refunding and Improvement Bonds and the \$1,970,000 Series 2020 Loan Agreement (discussed under Debt and Leases).

Debt and Leases

Series 2017

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

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

Series 2020

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

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

The District has no capital or operating leases.

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

Reserves

Emergency Reserve

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

This information is an integral part of the accompanying budget.

GREATROCK NORTH WATER & SANITATION DISTRICT
Schedule of Cash Position
February 28, 2023
Updated as of March 28, 2023

	Enterprise Fund
<u>First Bank - Checking Account (7792)</u>	
Balance as of February 28, 2023	\$ 109,731.92
Subsequent activities:	
03/01/23 - Deposit	1,362.90
03/02/23 - Deposit	434.08
03/03/23 - Deposit	581.87
03/06/23 - Deposit	1,721.09
03/06/23 - Bill.com Payments	(58,903.15)
03/08/23 - Deposit	100.00
03/13/23 - Deposit	234.36
03/16/23 - Deposit	100.00
03/16/23 - Directors' Fees	(1,076.50)
03/20/23 - Deposit	1,974.30
03/20/23 - Lockbox Fees	(517.06)
03/20/23 - Waste Connection ACH	(99.77)
03/21/23 - Deposit	589.29
03/21/23 - CenturyLink ACH	(369.27)
03/23/23 - Deposit	385.27
03/23/23 - Deposit	623.87
03/23/23 - Xcel - ACH	(243.27)
03/24/23 - Deposit	680.32
03/22/23 - Transfer from CT	60,000.00
03/24/23 - United Power ACH	(2,726.10)
03/27/23 - Deposit	1,085.24
<i>Anticipated Bill.com Payments</i>	(62,837.07)
<i>Anticipated MyAssetMap ACH</i>	(199.99)
<i>Anticipated balance</i>	52,632.33
 <u>First Bank - Lockbox Account (3070)</u>	
Balance as of February 28, 2023	174,323.81
Subsequent activities:	
03/03/23 - Paymentech Fee	(30.00)
03/31/23 - Deposit (Utility Payments) - March	27,273.40
<i>Anticipated balance</i>	201,567.21
 <u>ColoTrust - General (8001)</u>	
Balance as of February 28, 2023	3,327,868.36
Subsequent activities:	
03/10/23 - PTAX - FEB23	394,843.25
03/22/23 - Transfer to 1st Bank	(60,000.00)
<i>Anticipated balance</i>	3,662,711.61
<i>Grand Total</i>	\$ 3,916,911.15

Yield information as of 02/28/23:

FirstBank Lockbox - 0.05%

ColoTrust - 4.7379%

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

GREATROCK NORTH WATER AND SANITATION DISTRICT
Property Taxes Reconciliation
2023

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
Beg Balance											
January	\$ -	\$ -	\$ 5,611.48	\$ -	\$ -	\$ 5,611.48	0.00%	0.00%	\$ 13,788.83	0.82%	0.82%
February	395,156.90	-	5,613.70	-	(5,927.35)	394,843.25	38.64%	38.64%	56,379.08	4.99%	5.81%
March	-	-	-	-	-	-	0.00%	38.64%	412,070.07	40.24%	46.06%
April	-	-	-	-	-	-	0.00%	38.64%	57,333.50	5.67%	51.73%
May	-	-	-	-	-	-	0.00%	38.64%	60,849.73	5.48%	57.21%
June	-	-	-	-	-	-	0.00%	38.64%	407,442.84	39.80%	97.01%
July	-	-	-	-	-	-	0.00%	38.64%	21,786.28	0.79%	97.80%
August	-	-	-	-	-	-	0.00%	38.64%	17,995.76	1.13%	98.93%
September	-	-	-	-	-	-	0.00%	38.64%	9,522.00	0.20%	99.13%
October	-	-	-	-	-	-	0.00%	38.64%	6,640.52	0.02%	99.15%
November	-	-	-	-	-	-	0.00%	38.64%	6,304.56	0.02%	99.17%
December	-	-	-	-	-	-	0.00%	38.64%	6,036.26	0.00%	99.17%
	\$ 395,156.90	\$ -	\$ 11,225.18	\$ -	\$ (5,927.35)	\$ 400,454.73	38.64%	38.64%	\$ 1,076,149.43	99.17%	99.17%

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

General Fund	\$ 663,577.00	64.89%	\$ 256,432.93	38.64%
Debt Service Fund	358,979.00	35.11%	138,723.97	38.64%
	\$ 1,022,556.00	100.00%	\$ 395,156.90	38.64%

	31.323
	16.945
	\$ 21,184,980 48.268

Specific Ownership Tax

General Fund	\$ 46,450.00	64.89%	\$ 7,284.39	15.68%
Debt Service Fund	25,129.00	35.11%	3,940.79	15.68%
	\$ 71,579.00	100.00%	\$ 11,225.18	15.68%

Treasurer's Fees

General Fund	\$ 9,953.00	64.89%	\$ 3,846.32	38.64%
Debt Service Fund	5,385.00	35.11%	2,081.03	38.64%
	\$ 15,338.00	100.00%	\$ 5,927.35	38.64%

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Greatrock North Water and Sanitation District
Inclusion Detail Report
As of February 28, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance	
401255 · AR - Country Club Ranch #2 Inclusion								
					2019 Totals	31,269.51	28,351.10	2,918.41
					2020 Totals	36,503.23	32,000.00	4,503.23
					2021 Totals	30,810.75	41,939.76	(11,129.01)
Bill	01/31/2022	0007-01	Element Engineering, LLC	Inclusion Costs	150.00	-	(3,557.37)	
Bill	01/31/2022	20220	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,748.66	-	(1,808.71)	
Bill	01/31/2022	45246	Hayes Poznanovic	Inclusion Costs	269.50	-	(1,539.21)	
Bill	01/31/2022	3144697	CliftonLarsonAllen LLP	Inclusion Costs	276.00	-	(1,263.21)	
Bill	02/15/2022	49247	Bishop Brogden Associates, Inc	Inclusion Costs	306.25	-	(956.96)	
Bill	02/28/2022	3173180	CliftonLarsonAllen LLP	Inclusion Costs	115.00	-	(841.96)	
Bill	02/28/2022	20220	White Bear Ankele Tanaka & Waldron	Inclusion Costs	522.75	-	(319.21)	
Deposit	03/31/2022	0486	CC Ranchettes	Deposit	-	5,000.00	(5,319.21)	
Bill	03/31/2022	3218565	CliftonLarsonAllen LLP	Inclusion Costs	46.00	-	(5,273.21)	
Bill	03/31/2022	21244	White Bear Ankele Tanaka & Waldron	Inclusion Costs	505.84	-	(4,767.37)	
Bill	04/30/2022	0007-02	Element Engineering, LLC	Inclusion Costs	900.00	-	(3,867.37)	
Bill	04/30/2022	45800	Hayes Poznanovic	Inclusion Costs	637.00	-	(3,230.37)	
Bill	04/30/2022	3280967	CliftonLarsonAllen LLP	Inclusion Costs	851.00	-	(2,379.37)	
Bill	04/30/2022	21781	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,595.41	-	(783.96)	
Bill	05/15/2022	49740	Bishop Brogden Associates, Inc	Inclusion Costs	1,470.00	-	686.04	
Bill	05/31/2022	22242	White Bear Ankele Tanaka & Waldron	Inclusion Costs	803.60	-	1,489.64	
Bill	05/31/2022	45981	Hayes Poznanovic	Inclusion Costs	808.50	-	2,298.14	
Bill	05/31/2022	3313384	CliftonLarsonAllen LLP	Inclusion Costs	276.00	-	2,574.14	
Bill	06/15/2022	49943	Bishop Brogden Associates, Inc	Inclusion Costs	551.25	-	3,125.39	
Bill	06/30/2022	22918	White Bear Ankele Tanaka & Waldron	Inclusion Costs	79.95	-	3,205.34	
Bill	06/30/2022	3343258	CliftonLarsonAllen LLP	Inclusion Costs	230.00	-	3,435.34	
Bill	06/30/2022	46163	Hayes Poznanovic	Inclusion Costs	661.50	-	4,096.84	
Bill	07/15/2022	50142	Bishop Brogden Associates, Inc	Inclusion Costs	245.00	-	4,341.84	
Bill	07/31/2022	3373147	CliftonLarsonAllen LLP	Inclusion Costs	25.00	-	4,366.84	
Bill	09/30/2022	3436941	CliftonLarsonAllen LLP	Inclusion Costs	50.00	-	4,416.84	
Deposit	10/18/2022		CC Ranchettes	Deposit	-	5,000.00	(583.16)	
Bill	11/30/2022	0005-08	Element Engineering, LLC	Inclusion Costs	300.00	-	(283.16)	
Bill	12/15/2022	51046	Bishop Brogden Associates, Inc	Inclusion Costs	707.50	-	424.34	
					2022 Totals	14,131.71	10,000.00	4,131.71
Bill	01/31/2023	0005-09	Element Engineering, LLC	Inclusion Costs	1,200.00	-	1,624.34	
Bill	01/31/2023	47490	Hayes Poznanovic	Inclusion Costs	700.00	-	2,324.34	
Bill	02/15/2023	51427	Bishop Brogden Associates, Inc	Inclusion Costs	198.75	-	2,523.09	
Bill	02/28/2023	47608	Hayes Poznanovic	Inclusion Costs	1,675.00	-	4,198.09	
Bill	02/28/2023	3594165	CliftonLarsonAllen LLP	Inclusion Costs	60.00	-	4,258.09	
					2023 Totals	3,833.75	-	3,833.75
Total 401255 · AR - Country Club Ranch #2 Inclusion					116,548.95	112,290.86	4,258.09	
401256 · AR - Ridgeview Estates Inclusion								
					2019 Totals	3,833.01	3,500.00	333.01
					2020 Totals	7,726.69	8,000.00	(273.31)
					2021 Totals	7,485.21	6,000.00	1,485.21
Deposit	05/20/2022	1072	Ridgeview Properties LLC	Deposit	-	2,000.00	(455.09)	
Bill	07/31/2022	3373147	CliftonLarsonAllen LLP	Inclusion Costs	150.00	-	(305.09)	
Bill	08/31/2022	0004-06	Element Engineering, LLC	Inclusion Costs	750.00	-	444.91	
Deposit	09/09/2022	1085	Ridgeview Properties	Deposit	-	2,000.00	(1,555.09)	
Bill	10/31/2022	24785	White Bear Ankele Tanaka & Waldron	Inclusion Costs	4,425.44	-	2,870.35	
Bill	11/30/2022	0004-07	Element Engineering, LLC	Inclusion Costs	300.00	-	3,170.35	
Bill	12/31/2022	0004-08	Element Engineering, LLC	Inclusion Costs	150.00	-	3,320.35	
					2022 Totals	5,775.44	4,000.00	1,775.44
Total 401256 · AR - Ridgeview Estates Inclusion					24,820.35	21,500.00	3,320.35	
401258 · AR - Homestead Heights/CC#1 Inclusion								
					2019 Totals	2,929.50	-	2,929.50
					2020 Totals	5,924.31	5,000.00	924.31
					2021 Totals	20,183.98	21,625.00	(1,441.02)
Deposit	04/01/2022	5475	Three Sons Construction	Deposit	-	2,000.00	412.79	
Bill	06/30/2022	0005-06	Element Engineering, LLC	Inclusion Costs	2,175.00	-	2,587.79	
Bill	08/31/2022	0005-07	Element Engineering, LLC	Inclusion Costs	150.00	-	2,737.79	
					2022 Totals	2,325.00	2,000.00	325.00
Total 401258 · AR - Homestead Heights/CC#1 Inclusion					31,362.79	28,625.00	2,737.79	

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

Greatrock North Water and Sanitation District
Inclusion Detail Report
As of February 28, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance
401259 · AR - Epic Estates Inclusion							
2021 Totals					1,969.25	5,000.00	(3,030.75)
Deposit	05/20/2022	2652	Western Engineering Consultants	Deposit	-	10,000.00	(13,030.75)
Bill	06/15/2022	49944	Bishop Brogden Associates, Inc	Inclusion Costs	569.27	-	(12,461.48)
Bill	06/30/2022	0006-02	Element Engineering, LLC	Inclusion Costs	300.00	-	(12,161.48)
Bill	06/30/2022	22918	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,910.60	-	(10,250.88)
Bill	06/30/2022	46165	Hayes Poznanovic	Inclusion Costs	1,104.00	-	(9,146.88)
Bill	06/30/2022	3343258	CliftonLarsonAllen LLP	Inclusion Costs	506.00	-	(8,640.88)
Bill	08/31/2022	46519	Hayes Poznanovic	Inclusion Costs	98.00	-	(8,542.88)
Bill	09/15/2022	50486	Bishop Brogden Associates, Inc	Inclusion Costs	61.25	-	(8,481.63)
Bill	09/30/2022	46667	Hayes Poznanovic	Inclusion Costs	269.50	-	(8,212.13)
2022 Totals					4,818.62	10,000.00	(5,181.38)
Total 401259 · AR - Epic Estates Inclusion					<u>6,787.87</u>	<u>15,000.00</u>	<u>(8,212.13)</u>
401261 · AR - Horse Creek Retreat Inclusion							
Deposit	07/15/2022	1873	John Fritzel	Deposit	-	3,000.00	(3,000.00)
Bill	07/31/2022	0008-01	Element Engineering, LLC	Inclusion Costs	450.00	-	(2,550.00)
Bill	07/31/2022	46344	Hayes Poznanovic	Inclusion Costs	367.50	-	(2,182.50)
Bill	08/15/2022	50219	Bishop Brogden Associates, Inc	Inclusion Costs	1,305.00	-	(877.50)
Bill	09/15/2022	50787	Bishop Brogden Associates, Inc	Inclusion Costs	306.25	-	(571.25)
2022 Totals					2,428.75	3,000.00	(571.25)
Total 401261 · AR - Horse Creek Retreat Inclusion					<u>2,428.75</u>	<u>3,000.00</u>	<u>(571.25)</u>

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



Greatrock North Water & Sewer District Monthly Activities Report February 15th, 2023 – March 15th, 2023

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 sample 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 sample 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.

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 sample 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.

02/16/23 (4.0hr) Completed routine checks at each facility. Performed a meter pit and line inspection at 29775 E. 162nd, inspection passed with no issues identified at this time.

02/17/23 (4.0hr) Completed routine checks at each facility.

02/20/23 (4.0hr) Completed routine checks at each facility. Collected VOC/SOC's for compliance. Installed a meter at 29775 E. 162 but could not test due to no water going to curb stop because the mainline is not open. Reset ALV-2 communications due to communications fault.

02/21/23 (4.0hr) Completed routine checks at each facility.

02/22/23 (4.0hr) Completed routine checks at each facility. Completed house keeping GRN and RHF pump stations.

02/23/23 (4.0hr) Completed routine checks at each facility.

02/24/23 (4.0hr) Completed routine checks at each facility.

02/27/23 (4.0hr) Completed routine checks at each facility. Installed two meters in the new Country Club Ranchettes(CCR) community Lot 38 (29780 E. 162nd Ave.) and Lot 44 (30200 E. 162nd Ave.)

02/28/23(4.0hr) Completed routine checks at each facility. Finished remaining work orders for the month. Meet with Dan Cordova to train on resetting end points on the meters that are not communicating.

03/01/23 (4.0hr) Completed routine checks at each facility. Collected and delivered monthly compliance samples and process control samples. Performed a line and meter inspection along with installing a meter at 28705 E. 159th in the new Ridgeview Estates community

03/02/23 (4.0hr) Completed routine checks at each facility. Fully opened the fill valve at RHF to fill the tank up and closed the valve once it was full.

03/03/23 (4.0hr) Completed routine checks at each facility.

03/06/23 (4.0hr) Completed routine checks at each facility. Filled RHF tank and shut off the fill valve once it was full.

03/07/23 (4.0hr) Completed routine checks at each facility. Started working the manual meter read list.

03/08/23 (4.0hr) Completed routine checks at each facility. Continued working on manual meter reads.

03/09/23 (4.0hr) Completed routine checks at each facility.

03/10/23 (4.0hr) Completed routine checks at each facility. REC ESD onsite to inspect valve vaults that server the CCR community in order to be able to get CCR distribution lines charged.

03/13/2023 (4.0hr) Completed routine checks at each facility. Manually filled RHF tank and once tank reached desired height closed fill valve. CCR distribution lines are now charged after discovering unmarked valve was shut.

03/14/23 (4.0hr) Completed routine checks at each facility.

03/15/23 (4.0hr) Completed routine checks at each facility.

February 15th – March 15th, 2023

RO Run Time	68.9
RO Concentrate Flow: 1 Pond (South)	227,370

Sampled Date: March 1, 2023

Monthly Testing	TDS (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Hardness (mg/L)
BE	229mg/L	20.9mg/L	3.96mg/L	68.6mg/L
RHF	505mg/L	50.4mg/L	9.97mg/L	166.8mg/L
GRN	442mg/L	50.4mg/L	9.68mg/L	165.8mg/L

Installed From: 02/12/23 To: 03/13/23

Current Account	Name	Location	Service Address	SVC	Svc Size	Svc Type	User Type	Flat Chg Amount	Last Bill Amount	Last Bill Date	Install Date	Line Code	Meter Status
660585	M&K CONSTRUCTION CORP	660493	28705 E 159th Ave	GB	0	FLAT	RESI	1.00			03/02/23		
660585	M&K CONSTRUCTION CORP	660493	28705 E 159th Ave	GW	75	METER	RESI	0.00			03/02/23		On
660586	JORGE & KARINA LOYA	660494	29780 E 162nd Ave	GB	0	FLAT	RESI	1.00			02/27/23		
660586	JORGE & KARINA LOYA	660494	29780 E 162nd Ave	GW	75	METER	RESI	0.00			02/27/23		On
660587	ABRAHAM SOTO	660495	30200 E 162nd Ave	GB	0	FLAT	RESI	1.00			02/27/23		
660587	ABRAHAM SOTO	660495	30200 E 162nd Ave	GW	75	METER	RESI	0.00			02/27/23		On

GB Services Count: 3
 GW Services Count: 3
 Total Count: 6

ENGINEER'S PROGRESS REPORT

Date: April 4, 2023
To: Greatrock North Water and Sanitation District
From: Element Engineering
Job No. 0041.0001
RE: Monthly Engineers Report – **New Items Bold**

CAPITAL PROJECTS:

1. Water Treatment Plant Improvements - Construction

The punch list walkthrough was completed and punch list generated. It was agreed by all onsite that the Certificate of Substantial Completion should be issued and dated October 6, 2022. This certificate was completed and sent to Moltz with the punch list attached. Moltz has 45 calendar days from the date of Substantial Completion to complete all punch list items.

The certificate of occupancy has been provided by Motlz Construction. We are confirming that the punch list is completed and have requested a lien waver for final payment. Prior to final payment the Advertisement for Final Payment must be posted in the local paper of record. Element will provide this advertisement when we receive confirmation that the punch list is complete, and the final pay application is received.

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

2. Concentration Evaporation Pond

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

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

- Update concentrate line per request from developer and update easement exhibit.

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

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

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

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

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

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

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

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

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

The public meeting for the conditional use permit is to be held at the April 5, 2022 board meeting. The required environmental study on the property is being completed by an Element subconsultant. Upon completion of the environmental study and public meeting, Element will submit the conditional use permit application to Adams County.

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

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

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

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

We held a county comment review meeting with Adams County on September 16, 2022. Comments received are relatively minor and we are currently working on the response letter. All responses have been completed. Element is confirming the Adams County requirement for landscaping.

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

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

3. Third Alluvial Well

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

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

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

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

No work this period.

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

GENERAL ENGINEERING – ADMINISTRATION

Element has been coordinating closely with CLA to onboard general engineering services. Element, CLA and GNWSD held an initial onboarding meeting at Element offices on June 10, 2021. An additional onboarding meeting with REC has been scheduled on June 30th, 2021 at REC offices. We have received all electronic and hard copy files from MMI and have reviewed them to determine the sum of available records.

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

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

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

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

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

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

Element was requested to provide a cost for reviewing and updating the tap fee analysis that has historically been completed on behalf of the district. We have reviewed the historic tap fee analysis and the effort necessary to update these fees. It is estimated that our fee will not exceed \$9,500. We can either bill this under General Engineering, or under a separately approved task.

1. Box Elder Creek Ranch Subdivision

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

No work this period.

2. Rocking Horse Farms Subdivision

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

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

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

No work this period.

3. Greatrock North Subdivision

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

No work this period.

4. Hayesmount Estates Subdivision

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

No work this period.

GENERAL ENGINEERING – OPERATIONS

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

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

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

No work this period.

DEVELOPMENT SERVICES

1. Country Club Ranchettes Filing No. 1

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

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

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

Element has completed construction observation and oversight during construction. Adams County notified the developer (Jay) and their engineer (Manhard) that their fire hydrant design and installation was three feet too close to the centerline of the asphalt roadway. The hydrants are required to be moved, which will require a new pressure test. An exhibit of this relocation is attached to this board report.

Element inspected and coordinated work on the fire hydrant relocation.

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

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

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

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

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

2. Country Club Ranchettes Filing No. 2

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

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

No work this period.

3. Ridgeview Estates

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.

No work this period.

5. Horse Creek Retreat

No work this period.

OTHER PROJECTS:

1. 2023 Tap Fee Update

The GNWSD board approved Element to compile an updated tap fee analysis. This work is currently being assigned to our staff and is being compiled. We expect to present this at the district's May board meeting.



Greatrock North Water & Sewer District
ORC Report
April 4, 2023

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.

RO Building Decommissioning

REC, Element Engineering, and Moltz construction are working together to locate the currently unknown source of water that is supplying back-pressure to the old RO treatment building. The backpressure source will need to be located and isolated prior to being able to complete the decommissioning of the old RO building.

Update 11/16/2022 – Altitude Leak Detection onsite to determine if BECR storage tank valves are leaking water when closed. Altitude Leak Detection was able to determine the south storage tank isolation valve is leaking water by when closed.

Augmentation

On 3/17/23 BBA water requested augmentation be set to 30 GPM. On 3/20/23 augmentation was set to 30 GPM utilizing LFH-2 well.

On 3/23/23 BBA water requested augmentation be set to 20 FPM. On 3/23/23 augmentation was set to 20 GPM utilizing LFH-1 well.

Additional Activities

Completed PFAS source water monitoring sampling, but likely will not have sample results available for several weeks.

Charged CCR distribution system to allow for potable water use at homes being constructed.

Completed new water service line inspections at 29775 E. 162nd Ave, 29780 E. 162 Ave, 30200 E. 162 Ave

Completed Sanitary Survey Response to CDPHE.

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-23					229	68.6	505	166	442	165
Feb-23	1095	552	988	549	341	122	326	106	322	113
Jan-23					360	103	369	126	387	131
Dec-22					677	318	423	184	494	181
Nov-22					185	45	200	62	237	61
Oct-22	1080	525	924	526	385	157	449	179	456	202
Sep-22					777	309	792	302	772	308
Aug-22					778	382	758	308	762	312
Jul-22	1031	503	1037	497	709	324	718	327	742	314
Jun-22					718	321	689	298	693	302
May-22					691	277	762	313	743	308
Apr-22	1050	433	795	415	495	165	385	125	369	118
Mar-22					387	128	572	219	513	190
Minimum	1031	433	795	415	185	45	200	62	237	61
Maximum	1095	552	1037	549	778	382	792	327	772	314
Average	1064	503	936	497	518	209	534	209	533	208



Hydro Optimization and Automation Solutions

January 24, 2023
Proposal to Great Rock
Great Rock North SCADA/Control System Service contract

Mr. Murphy

Hydro Optimization and Automation Solutions, Inc. (HOA Solutions) proposes to furnish the following service contract for the Great Rock North Water SCADA/control system.

One trip maintenance inspection:

1. One (1) trip per year for maintenance and inspection. This will be planned to happen in the months of May-September so radio health can be measured when foliage is on.
2. 7 hours of onsite maintenance and support. This includes checking radios and recording operation parameters. This is to determine any deterioration the health of the radio system. Also included visual inspections of all PLC/RTU panels, computer and software. Verification of instruments and levels (if possible). Small modifications or additions to the existing system and troubleshooting minor issues can use up any remaining time.

HOA Cyber Protect for the SCADA computer:

1. HOA Cyber Protect (see attached information)
 - a. Annual subscription for Cyber Security (antivirus) protection software, including update installs, and monitoring.
 - b. Annual subscription for local hard drive backup software.
2. Remote Access
 - a. Annual subscription for Screen Connect. This is the remote access software for Operators.
3. VTScada Software and Renewal: About \$3500 of this is Annual software renewal with the Vendor.
 - a. Annual VTScada support. Includes software updates and installation. This contract includes the installation of these updates, which very seldom get done by customers.
4. VTScada E-MAIL to SMS Text Message Relay Service (Outbound Only)
5. Weekly monitoring of the SCADA computers.
 - a. Last backup
 - b. Last reboot
 - c. Raid drive status
 - d. Software status.
 - e. Cloud Storage
 - f. Cold VM Standby
 - g. Inbound Text Alarm Ack.

The price for the above line items is.....\$ 12,180.00/yr.

Any applicable Taxes ARE NOT included in this pricing.

Additional Option:

- Extended Warranty: If any equipment fails that would be covered by warranty it will be replaced at our cost. Equipment damaged by lighting/electrical surges, water, fire, vandalism, etc. that would fall outside the coverage of a normal warranty will not be covered. The equipment covered under this warranty is limited to equipment inside the panels (PLCs, radios, power supplies, switches, etc.) a full list will be developed if there is interest. Also covered would be the desktop SCADA computer. It is our recommendation that this computer get replaced every 5 years. The computer will not be covered if not replaced after it is 5 years old.

The price for the above line items is.....\$ 5,850.00/yr.

Any applicable Taxes ARE NOT included in this pricing.


(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite 1 Lincoln, NE 68522

Hydro Optimization and Automation Solutions

HOA solutions will also be available for on call services. We, like everyone else are very busy, but we realize service after the sale is very important and we take it seriously. We have developed a ROY-AL (Red Orange Yellow – Always Live) service process.

We do not like to offer prepaid service in our contract. We don't feel this is a Win-Win relationship.

Respectfully,



Lincoln Williams

Hydro Optimization and Automation Solutions, Inc.

February 7, 2023

Lisa Johnson
Greatrock North Water and Sanitation District
370 Interlocken Blvd Ste 500
Broomfield, CO 80021

Subject: Sanitary Survey of Greatrock North Water and Sanitation District
Public Water System Identification No. CO0101063
Adams County

Dear Lisa Johnson:

A sanitary survey was performed on January 11, 2023 by the Field Services Section of the Colorado Department of Public Health & Environment’s Water Quality Control Division (the department) at Greatrock North Water and Sanitation District (the supplier) in accordance with the *Colorado Primary Drinking Water Regulations, 5 CCR 1002-11* (Regulation 11), Sections 11.38(1)(b) and 11.38(2). This letter serves to provide the supplier with written notification of the sanitary survey findings, including any identified significant deficiencies and violations of Regulation 11. The assistance provided was very helpful and is greatly appreciated. Table 1 identifies the parties present during the sanitary survey.

Table 1: Parties Present

Name	Organization
Mike Murphy and Kiel Canterbury	Ramey Environmental Compliance, Inc. Greatrock North Water and Sanitation District
Kit Armstrong	Colorado Department of Public Health & Environment

In response to this letter, the supplier must provide a written response, documenting resolution of all significant deficiencies and violations, and/or propose a corrective action plan with a corrective action schedule, as required by Regulation 11, Section 11.38(3)(d,f). Also, for findings that are violations of Regulation 11, the supplier must comply with the public notification requirements described in Section V, below. The supplier’s written response is due within forty-five (45) days and should be submitted to the department electronically through the drinking water portal at <https://wqcdcompliance.com/login> under the category “Sanitary Survey Inspection.” If a corrective action plan is proposed, it must outline the course of action that has been or will be taken and the date(s) of the completed corrective action(s) and/or the date(s) by which the supplier proposes to correct each significant deficiency and violation of Regulation 11. Table 2 summarizes the number of findings and the required written response and resolution dates.

Table 2: Sanitary Survey Findings

Severity Category	Number Identified	Written Response Due (within 45 days of letter date)	Resolution Due (within 120 days of letter, or department-approved alternate date)	Public Notice Required (Violations of Regulations 11)
Significant Deficiencies	2	March 24, 2023	June 7, 2023	Not required
Violations	3	March 24, 2023	June 7, 2023	Required
Observations - Recommendations	4	No response required	Not applicable	Not applicable

Failure to adequately address all significant deficiencies referenced above may result in additional violations of Regulation 11. A list of the findings for each category in Table 2 can be found in the following sections:



Section I: Significant Deficiencies

According to Regulation 11, Section 11.3(72), a significant deficiency means:

any situation, practice, or condition in a public water system with respect to design, operation, maintenance, or administration, that the state determines may result in or have the potential to result in production of finished drinking water that poses an unacceptable risk to health and welfare of the public served by the water system.

The items in this category are significant deficiencies. Please direct questions regarding resolution of the following items to the department inspector. Please submit documentation regarding resolution to the drinking water portal at <https://wqcdcompliance.com/login> under the category "Sanitary Survey Inspection."

1. S030 - Source: UKA-2 Well (SDWIS ID: 006)

Source Construction: Supplier's groundwater well does not provide adequate protection of source water.

During the sanitary survey, the department inspector observed that the access panel for the well's electrical junction box was not adequately sealed (Attachment 1). This condition is a potential entrance for contaminants into the well. Having a well subject to contamination constitutes a risk to public health which meets the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected. Section 3.2.1.a of the Colorado Design Criteria for Potable Water Systems states that all wells must be constructed in accordance with the latest edition of the Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Hole/Well Construction (Water Well Construction Rules, 2 CCR 402-2). Rule 11.5 of the Water Well Construction Rules states that all pumping equipment shall be installed with an effective well seal at the top of the casing that will prevent the entry of contaminants into the well and shall be designed to prevent unprotected openings from connecting with the interior of the pump or well.

To correct this issue, the supplier is expected to completely seal the electrical conduit and junction box to eliminate unprotected openings into the well. Please provide photographic documentation to the department following completion of the corrections.

2. F310 - Finished Water Storage: Greatrock North Tank (SDWIS ID: 009)

Storage Condition: The condition of the storage structure may allow potential sources of contamination to enter the tank.

At the time of the sanitary survey, the department inspector observed that portions of the gasket on the framed opening of the tank access hatch appeared to provide an inadequate sanitary seal. This condition could allow the entrance of contaminants such as insects, birds and small animals into the tank. Maintaining a tank in a manner that may allow for potential contamination of potable water presents a risk to public health which meets the definition of a significant deficiency as defined in Regulation 11, Section 11.3(72) and must be corrected.

To correct this issue, the supplier is expected to restore an adequate sanitary seal to the tank access hatch. Please submit photographic evidence of the correction(s) to the department inspector upon completion.

Section II: Violations

The items in this category are violations of Regulation 11. Violations remain open until the supplier demonstrates the violations are resolved. Please direct questions regarding resolution of the following items to the department inspector. Please submit documentation regarding resolution to the drinking water portal at <https://wqcdcompliance.com/login> under the category "Sanitary Survey Inspection."

1. M613 - Management:

Failure to Complete an Annual Backflow Report (T3): Supplier failed to develop a written annual backflow prevention and cross-connection control (BPCCC) program report. This is a BPCCC violation of Regulation 11, Section 11.39(6)(b)(iii).

In accordance with Regulation 11, Section 11.39(4), suppliers of water must complete annual written BPCCC program reports. The department inspector reviewed the supplier's annual written program reports and observed that an annual report had not been completed for calendar year 2021, which constitutes a BPCCC violation of Regulation 11, Section 11.39(6)(b)(iii). Following the sanitary survey, the supplier submitted a completed annual written BPCCC program report for calendar year 2022. The department considers this issue resolved, and no further action is needed. However, public notice is still required.

This violation of Regulation 11 requires Tier 3 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

2. M614 - Management:

Backflow Assembly Testing Compliance Ratio (T2): Supplier has not met the annual backflow assembly testing compliance ratio. This is a BPCCC treatment technique violation of Regulation 11, Section 11.39(6)(a)(iv).

In accordance with Regulation 11, Section 11.39(3)(d), suppliers of water must ensure that backflow prevention assemblies used to control cross-connections are tested annually by a certified cross-connection control technician and must achieve the backflow prevention assembly annual testing compliance ratios specified in Regulation 11, Table 11.39-II. For calendar years 2021 and 2022, the backflow prevention assembly annual testing compliance ratio must be greater than 0.90.

During the sanitary survey, the supplier's methods for tracking annual assembly testing and the backflow prevention assembly annual testing compliance ratio were evaluated by the department inspector. The department inspector observed that the supplier's assembly test records for calendar years 2021 and 2022 were incomplete. The available records indicate that the supplier achieved assembly testing compliance ratios of 0.60 in 2021 and 0.67 in 2022. The supplier could not demonstrate achievement of the backflow prevention assembly annual testing compliance ratios by the previous compliance dates, which constitutes a BPCCC treatment technique violation in accordance with Regulation 11, Section 11.39(6)(a)(iv). The department expects the supplier to meet the backflow prevention assembly testing annual compliance ratio requirements.

To resolve this violation, the department expects the supplier to submit an annual BPCCC program report demonstrating compliance with the annual backflow assembly testing ratio, along with the associated assembly test reports. Additional information on cross-connection control is available on the department's website at: <https://cdphe.colorado.gov/bpccc>.

This violation of Regulation 11 requires Tier 2 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

3. M611 - Management:

Failure to Comply with Assembly Testing Requirements (T2): Supplier failed to test assemblies that were not tested in the previous year within 90 days of their active date in the current year or within a department-approved alternative schedule. This is a BPCCC treatment technique violation of Regulation 11, Section 11.39(6)(a)(vi).

In accordance with Regulation 11, Section 11.39(3)(d)(ii), for each backflow prevention assembly not tested during the previous calendar year, the supplier must ensure the assembly is tested no later than 90 days after the active date of the assembly in the following calendar year or by a department-approved alternative schedule. During the sanitary survey, the department inspector evaluated the supplier's assembly test reports and records. The department inspector observed that the supplier's assembly test records for calendar years 2021 and 2022 were incomplete. The supplier was unable to demonstrate that two assemblies (a hydrant meter and an irrigation meter) were tested in 2021; the supplier was also unable to demonstrate that the assemblies had been tested, that service was suspended or that the cross-connections had been removed within 90 days after the assemblies' active dates in 2022. This constitutes a BPCCC treatment technique violation in accordance with Regulation 11, Section 11.39(6)(a)(vi).

To resolve this violation, the department expects the supplier to ensure that the two assemblies are tested by a certified cross-connection control technician, that service is suspended or that the cross-connections are

removed. Please submit assembly test reports or documentation that service has been suspended or that the cross-connections have been removed to the department upon completion.

This violation of Regulation 11 requires Tier 2 public notice in accordance with Regulation 11, Section 11.33 (Public Notification Rule) as directed in the public notice instructions section below.

Section III: Observations/Recommendations

The department recommends the supplier follow up and consider the following observations/recommendations. Please direct questions regarding any of the items below to the department inspector.

1. S030 - Source: ALV-1 Well (SDWIS ID: 016)

Source Construction: Recommendation for supplier's groundwater well to provide adequate protection of source water.

During the sanitary survey, the department inspector observed that three bolts were missing from the well cap (Attachment 3). The department inspector did not observe a potential entrance for contaminants into the well. Nevertheless, the department recommends that the supplier replace the missing bolts and tighten the existing bolts to ensure an adequate well cap seal and to prevent contamination of the well.

2. F330 - Management:

Storage Tank Inspection Plan: Finished water storage tank inspection plan observation.

In accordance with Regulation 11, Section 11.28(2)(a), suppliers of water are required to develop and maintain a written inspection plan for finished water storage tanks. At the time of the sanitary survey, the department inspector and the supplier discussed the supplier's written inspection plan and inspection summaries. The department inspector observed that the supplier was implementing the finished water storage tank inspection plan, but that corrective actions performed by the supplier were not clearly documented. The department recommends that the supplier develop a procedure for clearly documenting how and when corrective actions are performed after sanitary defects are identified during periodic and/or comprehensive inspections. The supplier should retain the documentation so that it is available for review during sanitary surveys or upon the department's request.

3. T995 - Treatment: New Box Elder Creek Ranch WTP (SDWIS ID: 020)

Other Treatment Observations: Department inspector identified a treatment observation.

During the sanitary survey, the supplier and the department inspector discussed operations and maintenance procedures for the new reverse osmosis (RO) skids. The supplier indicated that clean-in-place (CIP) maintenance had not been performed on the RO skids to date but that CIPs will be performed on an as-needed basis by the RO skid manufacturer, and the manufacturer will determine the necessity of CIPs based on operational data that is provided by the supplier on a periodic basis. The department inspector observed that the supplier's operating plan for delegation of tasks contained out-of-date information; specifically, the operating plan stated that the supplier, not the manufacturer, determines CIP necessity based on pressure differentials.

The department recommends that the supplier review and revise the written operating plan for the treatment facility as needed. The supplier should develop a written procedure for periodic submittal of data to the RO skid manufacturer and for scheduling and performing CIPs. The department recommends that the supplier document all RO skid maintenance activities, including prefilter cartridge replacements and CIPs, in existing process log sheets. Additionally, prior to any CIP maintenance, the department recommends that the supplier verify the configuration of block and bleed valves that will be used to protect the RO skid permeate from CIP chemicals. The block and bleed valves should be verified as a cross-connection control method during CIPs and should be tracked and documented in the supplier's BPPCC program and annual program reports as appropriate.

4. O997 - Operator:

Other Operator Compliance Observations: Department inspector identified an operator compliance observation.

Regulation 100 (Water and Wastewater Facility Operators Certification Requirements) allows the certified operator in responsible charge of a water or wastewater facility to delegate tasks or activities to other facility operators when delineated by a written operating plan. In accordance with Regulation 100, the supplier's water system is classified as a Level C drinking water treatment system and a Level 2 distribution system. At the time of the sanitary survey, the department inspector reviewed the supplier's operating plan for delegation of tasks and noted that the document identified "all level D treatment or level 1 distribution certified operators or higher" as authorized person(s) for delegated tasks. The department recommends that the supplier review the delegation plan and revise if necessary to ensure it reflects the supplier's intent regarding how and to whom tasks are delegated. More information regarding operating plans is available at: <https://cdphe.colorado.gov/ccwp-written-delegation-plan>.

Section IV: Field Verification/Sampling

While performing the sanitary survey, the department inspector performed water quality sampling for disinfectant residual concentrations. Table 3 indicates the results of the water quality sampling performed on-site.

Table 3: Sampling Results

Parameter	Sample Location	Value	Units	Notes
Entry Point Disinfectant Residual	Box Elder Creek Tank No 1 (SDWIS ID: 011)	1.28	mg/L	Supplier measured 1.28 mg/L
Distribution System Disinfectant Residual	Greatrock North Pump Station	1.06	mg/L	

Section V: Public Notification Instructions for Violations

The public notice requirements are dependent upon the severity of the violation and any potential public health effects, pursuant to Regulation 11, Sections 11.33(1)(a,b), 11.33(2)(a), 11.33(3)(a) and 11.33(4)(a). All issued notifications must comply with the general content and distribution requirements and notice reporting requirements that are included in Regulation 11, Sections 11.33(5), (6) and (7). Please be advised of the following:

1. For all violations that require Tier 2 public notice, the supplier must distribute the public notice as soon as possible but no later than **March 9, 2023** to all of the supplier's consumers. If the supplier posts the public notice, the notice must remain in place for as long as the violation persists or for seven days, whichever is longer. The supplier must repeat the distribution of the public notice every three months as long as the violation persists. If the violations remain unresolved and additional years of noncompliance occur, the supplier must continue to comply with the public notice requirements and update the public notice language to accurately reflect the period of noncompliance.
2. For all violations that require Tier 3 public notice, the supplier must distribute the public notice as soon as possible but no later than **February 7, 2024** to all of the supplier's consumers. If the supplier posts the public notice, the notice must remain in place for as long as the violation persists or for seven days, whichever is longer. The supplier must repeat the distribution of the public notice annually as long as the violation persists. If the violations remain unresolved and additional years of noncompliance occur, the supplier must continue to comply with the public notice requirements and update the public notice language to accurately reflect the period of noncompliance.
3. The public notice and certification template is provided at <https://cdphe.colorado.gov/dwforms> under Public Notification.
4. No later than 10 calendar days after completing the initial and repeat public notice (if applicable), the supplier must submit a certification that states the supplier has fully complied with the public notice requirements. The supplier must include a representative copy of each distributed notice to the department.

5. The supplier's public notice and the certification form must be submitted to the department electronically through the drinking water portal at <https://wqcdcompliance.com/login> under the category "Certifications - PN or CCR or Seasonal Start-Up," by mail or by fax at 303-758-1398 (attention to Tim Jones).

Please direct questions regarding the public notice requirements directly to Tim Jones at 303-692-2085 or timothy.jones@state.co.us.

Reminders

- Regulation 11, Section 11.4(1)(b) (Prior Approval Required) requires the department's approval prior to commencement of construction of any improvements, treatment process modifications or the addition of new water sources.
- Most regulations, guidance documents and forms are available on the department's website at <https://wqcdcompliance.com>.

Attached is a form that the supplier may use to document the required written response to this letter. While using this form is optional, it will fulfill the requirement to provide a written response if completed and submitted to the department by the written response due date listed above. Please submit written response to the drinking water portal at <https://wqcdcompliance.com/login> under the category "Sanitary Survey Inspection."

We would appreciate any feedback that you provide so that we can improve. Please take a few moments to complete [this survey](#).

If you have any questions, please contact me at 720-295-0301 or kit.armstrong@state.co.us. Thank you for your time and cooperation.

Sincerely,

Kit Armstrong

Digitally signed by Kit
Armstrong
Date: 2023.02.07 10:04:41
-07'00'

Kit Armstrong
Staff Field Engineer
Field Services Section
Water Quality Control Division
Colorado Department of Public Health & Environment

Encl: Sanitary Survey Response Form

cc: Adams County Health Department
Drinking Water File, PWSID No. CO0101063
R Wayne Ramey, ORC
Mike Murphy, Vice President of Operations
Kiel Canterbury, Regulatory Compliance Officer
Clayton Moores, P.E., CDPHE-FSS, Unit Manager
Ellen Henrichs, P.E., CDPHE-FSS, Work Group Lead
Tim Jones, CDPHE-DWCAS, Field Identified Violation Compliance Specialist
Emily Clark, CDPHE-DWCAS, Enforcement & Field Findings Compliance Lead
Jorge Delgado, P.E., CDPHE-DWCAS, Unit Manager
Tessa Johnson, CDPHE-DWCAS, Compliance Specialist

Attachments



Attachment: 1

Severity: Significant Deficiency No. 1 (S030)

Facility ID: UKA-2 Well (SDWIS ID: 006)

Category: Source Construction

Attachment Comments: The access panel for the well's electrical junction box was not adequately sealed.



Attachment: 2

Severity: Significant Deficiency No. 2 (F310)

Facility ID: Greatrock North Tank (SDWIS ID: 009)

Category: Storage Condition

Attachment Comments: Portions of the gasket on the framed opening of the tank access hatch appeared to provide an inadequate sanitary seal.



Attachment: 3

Severity: Observation No. 1 (S030)

Facility ID: ALV-1 Well (SDWIS ID: 016)

Category: Source Construction

Attachment Comments: During the sanitary survey, three bolts were missing from the well cap (circled in red). The department recommends that the supplier replace the missing bolts and tighten the existing bolts to ensure an adequate well cap seal and to prevent contamination of the well.

Sanitary Survey Response Form

In accordance with Section 11.38(3) of the *Colorado Primary Drinking Water Regulations (Regulation 11)*, "No later than 45 days after receiving written notice of significant deficiencies and/or violations, the supplier must submit a written corrective action plan to the Department for approval. The corrective action plan must include the actions the supplier will take to address the significant deficiencies and/or violations and a proposed schedule for completing the actions."

Please note that this form is intended to help the supplier submit information required in Section 11 of Regulation 11. Use of the form is **not required**. Please provide documentation of any corrective actions taken (e.g., monitoring plan submitted on 1/2/2014, mesh screen fixed photo is attached).

Supplier and Sanitary Survey Information	
Supplier Name	
PWSID	
Date of Sanitary Survey Letter	
Department Inspector Name	

Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?

Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?

Typed Name and Title	Signature	Date

Sanitary Survey Response Form

In accordance with Section 11.38(3) of the *Colorado Primary Drinking Water Regulations (Regulation 11)*, "No later than 45 days after receiving written notice of significant deficiencies and/or violations, the supplier must submit a written corrective action plan to the Department for approval. The corrective action plan must include the actions the supplier will take to address the significant deficiencies and/or violations and a proposed schedule for completing the actions."

Please note that this form is intended to help the supplier submit information required in Section 11 of Regulation 11. Use of the form is **not required**. Please provide documentation of any corrective actions taken (e.g., monitoring plan submitted on 1/2/2014, mesh screen fixed photo is attached).

Supplier and Sanitary Survey Information	
Supplier Name	
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Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?

Brief description of deficiency or violation	Describe the corrective action(s) taken or corrective action(s) that your system plans to take	Date addressed or proposed schedule	Documentation attached (photos, documents)?

Typed Name and Title	Signature	Date

Regulation 11.39 Backflow Prevention and Cross-Connection Control Rule	
ANNUAL REPORT V2.1 - (March 2022)	
For January 1 - December 31,	2022
Name of Water Supplier:	Greatrock WSD
PWSID:	1/30/2022
Completed by:	Michael Murphy
Date completed:	



COLORADO

Department of Public Health & Environment

Yellow Background = PWS Input Value

Blue Background = Excel Calculated Value

Type	Line	Value	Question	Reg 11.39(4)	
Survey	1	2	Number of NON-SINGLE-FAMILY-RESIDENTIAL service connections; commercial, industrial, wastewater treatment plants, agricultural, multifamily (tri-plex and larger), dedicated irrigation, dedicated fire, temporary construction, etc. Not required to survey or include in the survey compliance ratio calculation any service connection(s) identified after October 31.	(i)	
	2	3	Number of facilities or connections within supplier's Waterworks with potable water that must be surveyed; treatment plants, pump stations, well houses, storage tanks, etc.	(i)	
	3	5	Total number of connections that MUST BE surveyed (Sum Line 1 + Line 2)	(i)	
	4	5	Number of required connections that HAVE BEEN surveyed to date. This includes connections that are protected by RPZ or Air-Gap (most protective assembly or method).	(ii)	
	5	1.00	Survey Compliance Ratio (Line 4/Line 3). Ranges from 0 to 1.0 (Please refer to Policy 7 for rounding rules).	(iii)	
<i>Question 5: Any number less than the ratio specified in Table 11.39-I is an automatic violation unless supplier received a department approved alternative survey ratio.</i>					
Cross Connections	6	6	Number of ALL identified potential cross connections; includes protected and unprotected, known and newly discovered, customer and supplier owned cross connections, and cross-connections identified at single family residences.	(iv)	
	7	0	Number of connections where service was suspended (locked off) for backflow noncompliance. This is the total number of suspensions which includes suspensions for: newly identified cross connections and cross connections with failed assemblies or methods not inspected.	(viii)	
	8	1	Number of uncontrolled cross connections identified during the calendar year. "Uncontrolled" includes potential cross connections with no assembly or method, inadequate assembly or method, or an assembly that failed a test.	(v)	
	9	1	Number of uncontrolled cross connections identified during the calendar year that WERE controlled within 120 days of discovery or a department approved alternative schedule. This includes cross-connections controlled by an assembly with a passing test, method, or suspension of service. "Uncontrolled" includes potential cross connections with no assembly or method, inadequate assembly or method, or an assembly that failed a test.	(v)(A)	
	10	0	Number of uncontrolled cross connections identified during the calendar year that WERE NOT controlled within 120 days of discovery or a department approved alternative schedule. "Uncontrolled" includes potential cross connections with no assembly or method, inadequate assembly or method, or an assembly that failed a test.	(v)(B)	
<i>Question 10: Any number greater than zero is an automatic violation unless supplier received a department approved alternative compliance schedule.</i>					
Assemblies	11	6	Number of backflow prevention ASSEMBLIES that were used during the calendar year (installed at cross connections, corresponding to line 6). Includes all TESTABLE devices that had water flowing through them during the calendar year (even if service was later suspended) Examples include RP, Double Check, Pressure Vacuum Breaker, etc.	(vi)	
	12	4	Number of backflow prevention ASSEMBLIES used that were tested by a Certified Cross-Connection Control Technician during the calendar year	(ix)	
	13	0.66666667	Backflow Prevention Assembly Annual Testing Compliance Ratio (Line 12/Line 11)	(x)	
	<i>Question 13: After December 31, 2021, any number less than 0.90 is a violation and must be reported to the department. See Table 11.39-II for additional ratio requirements.</i>				
	14	2	Number of backflow prevention assemblies NOT tested during the calendar year. Attach a list of untested assemblies and locations on a separate sheet. Beginning January 1, 2022, all assemblies not tested in the previous calendar year must be tested within 90 days of the active date of the assembly in the next calendar year.	(xi)	
Methods	15	0	Number of backflow prevention METHODS that were used during the calendar year (installed at cross connections, corresponding to line 6) Includes all NON-TESTABLE devices (ex: Air Gap, Block & Bleed, Hose Bib Vacuum Breaker, Atmospheric Vacuum Breaker, Intermediate Atmospheric Vacuum Breaker, etc.)	(vii)	
	16	0	Number of backflow prevention METHODS that were inspected during the calendar year	(xii)	
	17	0.00	Backflow Prevention Method Annual Inspection Compliance Ratio (Line 16/Line 15) Must be greater than 0.90.	(xiii)	
	<i>Question 17: Any number less than 0.90 is an automatic violation and must be reported to the Department.</i>				
18	0	Number of backflow prevention methods NOT inspected during the calendar year. Attach a list of non-inspected methods and locations on a separate sheet. All methods not inspected in the previous calendar year must be inspected within 90 days after the active date of the method in the next calendar year.	(xiv)		

For additional guidance please refer to Policy 7 or the FAQ and guidance documents located at <https://cdphe.colorado.gov/bpccc>

Submittal Requirements

The BPCCC annual report is due by May 1 of following year, however, **it is not required to be submitted to the department unless a violation is identified.** The department will review the BPCCC annual report during sanitary surveys but reserves the ability to request it at any time.

If a BPCCC violation occurs, Regulation 11.39(7) requires that the violation(s) must be reported to the department no later than 48 hours after the violation(s) occurs. In accordance with Regulation 11.36(2)(b) the department will request that the supplier submit a copy of the BPCCC annual report documenting the identified violation. Please submit a copy of the BPCCC annual report via the department's Drinking Water Portal which can be found at <https://wgcdcompliance.com/login> under the category "Sanitary Survey Inspection".

Please identify any violations demonstrated above. Include the reason for the violation(s) and any action taken or planned to resolve the violation(s), including anticipated return to compliance date(s):

Click on the header for further information on each column.

Customer Address	Facility Contact	Facility Name	Contact Phone Number	Contact Email	Survey Performed	Cross Connection Identified	Cross Connection Type Identified	Type of Backflow Prevention Assembly or Method Installed	Model or Serial Number
	Mike Murphy	GRWSD WTP	3038335505	mike.m@recinc.net	Yes	Yes	Irrigation	(PVB)	100625
	Mike Murphy	GRWSD WTP	3038335505	mike.m@recinc.net	Yes	Yes	Fill Station	Reduced Pressure (RPZ)	LF009M2QT
	Mike Murphy	GRWSD WTP	3038335505	mike.m@recinc.net	Yes	Yes	Water Works	Reduced Pressure (RPZ)	ABT1439
	Mike Murphy	GRWSD RHF Station	3038335505	mike.m@recinc.net	Yes	Yes	Irrigation	(PVB)	110806
	Mike Murphy	GRWSD GRN Station	3038335505	mike.m@recinc.net	Yes	Yes	Irrigation	(PVB)	110316
	GRN HOA	GRN HOA Irrigation			Yes	Yes	Irrigation	(PVB)	765

insert additional lines above here

TOTAL CITED	6	6
TOTAL INVENTORY	6	6

BPCCC Appropriate?	Assembly or Method used to protect water system during the last calendar year	Active Date	Tested or Inspected by 12/31?	Test Date	Passed?	Passing Re-test Date	Time since Failed Test	Comments
Yes	Yes	5/1/2022	Yes	9/1/22	Yes			
Yes	Yes	1/1/2022	No					
Yes	Yes	9/14/2022	Yes	9/14/22	Yes			
Yes	Yes	5/1/2022	Yes	9/1/22				
Yes	Yes	5/1/2022	Yes	9/1/22	No			Connection removed immediately after failed test due to no longer being needed.
Yes	Yes	5/1/2022	No					

6	6	4	2
6	6	6	3



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Ramey Environmental Compliance, Inc.
 Management and Operation Solutions for
 Water and Wastewater Treatment
 Phone: 303-833-5505
 Email: ops@recinc.net
 Website: www.recinc.net
 PO Box 99 Firestone, CO 80520

Assembly Serial # 197595
Test Date / Time 2/2/23 1:15pm
Tester Certification # 46861
Assembly Test Results **Pass** ***Fail**
 Under Suspension - Process Immediately

Backflow Assembly Test & Maintenance Report (please print with BLOCK LETTERING)

Account
 Water Supplier: Great Rock District: _____ Meter #: _____
 Facility Address: _____ City: _____ State: _____ Zip: _____
 Contact Person: _____ Phone Number: _____

Assembly
 Make: Watts Model: L9009M20T
 Type: RP DC PVB Air Gap
 Size: 2" Date Installed: _____
 NEW EXISTING
 Previous Assembly # _____
 Location: _____
 Type of Use: Domestic Fire Glycol Irrigation Recycled
 Protection: Containment Containment by Isolation Isolation
 Orientation: **Inlet** Horizontal Vertical Up Vertical Down **Outlet**
 Approved YES NO

Line PSI:	Initial Test Results		Repairs	Re-Test Results	
	Tightness	Differential		Tightness	Differential
Check Valve #1 (RP, DC, PVB)	<input type="checkbox"/> Leak <input checked="" type="checkbox"/> Tight	<u>9.0</u>		<input type="checkbox"/> Leak <input type="checkbox"/> Tight	
Check Valve #2 (RP, DC)	<input type="checkbox"/> Leak <input checked="" type="checkbox"/> Tight	<u>2.5</u>		<input type="checkbox"/> Leak <input type="checkbox"/> Tight	
Relief Valve (RP)		<u>3.2</u>			
Buffer (RP)					
Air Inlet (PVB)					
Shutoff Valve #1:	<input checked="" type="checkbox"/> Tight <input type="checkbox"/> Leak <input type="checkbox"/> Replaced		Shutoff Valve #2:	<input checked="" type="checkbox"/> Tight <input type="checkbox"/> Leak <input type="checkbox"/> Replaced	
Backpressure:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Test Procedure:	<input type="checkbox"/> ABPA: <input checked="" type="checkbox"/> ASSE:	
Comments:					

Notification
 Alarm Company/Fire Department: _____ DFS Certification # _____
 Person Notified: _____ Contacted By: _____
 Turn Off Date/Time: _____ Turn On Date/Time: _____

Test Kit
 Test Kit Make: midwest Model: 845
 Serial Number: 10201449 Last Calibration Date: 1/30/23

Tester
Tester certifies this assembly has been tested with the above listed procedure and verifies the isolation valves were returned to pre-test orientation.
 Testing Company: REC
 Tester Name: Shayne Cullen Phone: 720 302 3012
 Signature: [Signature] Certificate Expiration Date: 11/23

Tester: Submit by email (referred) to ops@recinc.net, type "Backflow Test Reports" in the subject line
 OR submit by Fax to (303) 833-5535

***FAILED** test results must be reported to REC Management within 24 hours of failure at (303) 833-5505

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“**Agreement**”) is made this 1st day of April 2023 (“**Effective Date**”) by and between Denver Tech, LLC d/b/a **CMIT Solutions of Boulder**, 2770 Arapahoe Rd. #132-209, Lafayette, CO 80026 (“**Master Service Provider**” or “**MSP**”), and **Greatrock North Water and Sanitation District**, 16373 Rayburn St., Hudson, CO 80642 (“**Client**”).

1. SCOPE OF AGREEMENT. This Agreement serves as a master agreement and applies to Client's purchases from MSP, of services (“**Services**”), as well as licenses for software, hardware, support and maintenance services, and/or subscription services (collectively, “**Product**”). Client hereby engages and retains MSP to render Services as more particularly set forth in the “**Statement of Work**” or “**SOW**” attached hereto (Exhibit A) and incorporated herein by reference or subsequent Statements of Work. No Product or Services will be provided under this Agreement alone but may require the execution of a written or electronic purchase order form, or other mutually acceptable order documentation, which contains terms relating to this Agreement, each of which must be executed by both parties and, upon such execution, is deemed incorporated in this Agreement for all purposes. The parties hereby further agree that the parties may execute multiple Orders and Statements of Work under this Agreement. In the event of any conflict between the terms of the Purchase Order and Statement of Work and those of this Agreement, the terms of the Purchase Order or Statement of Work will prevail over this Agreement.

2. GENERAL REQUIREMENTS.

2.1 System. For the purposes of this Agreement, “**System**” means, collectively, any computer network, computer system, peripheral or device installed, maintained, monitored, or operated by us pursuant to a SOW. To avoid a delay or negative impact on our provision of the Services, during the term of each SOW you agree to refrain from modifying or moving the System, or installing software on the System, unless we expressly authorize such activity.

2.2 Maintenance; Updates. If patches and other software-related maintenance updates (“**Updates**”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update, provided that the Update was installed in accordance with the manufacturer’s or applicable vendor’s instructions.

2.3 Third-Party Vendors and Service Providers. We do not own certain Third-Party Products and the use thereof is subject to certain rights and limitations of which we need to inform you. Your right to use the Third-Party Products is subject to your Agreement with us, and to your understanding of, compliance with and consent to the terms and conditions of the Third-Party agreements, which we do not have authority to vary, alter or amend.

Therefore, MSP may utilize a Third-Party Service Provider in its discretion to provide the Services in accordance with the Agreement. The MSP will use reasonable efforts to assign, transfer and facilitate all warranties (if any) for the Third-Party Service Provider to Client, but will have no liability whatsoever for the quality, functionality or operability of any Third-Party Products or Services, and MSP will not be held liable as an insurer or guarantor of the performance, downtime or usefulness of any Third-Party Provider. The Third-Party Provider may require the MSP to sign a contract with the Third-Party Provider for its services (“**Third-Party Contract**”) and the terms of the Third-Party Contract may require certain conditions and requirements upon Client.

2.4 Third Party Support. If, in MSP’s discretion, a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you, without markup, all fees and costs incurred in that process. If such fees or costs are anticipated in advance or exceed \$250, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require otherwise.

2.5 Advice; Instructions. From time to time, we may provide you with specific advice and directions related to our provision of the Services or the maintenance or administration of the System. (For example, our advice or directions may include increasing the System’s server or hard drive capacity, replacing obsolete equipment, or rebooting all computing devices to effectuate software patching.) You agree to promptly follow and implement

any directions we provide to you related to the Services which, depending on the situation, may require you to make additional purchases or investments in the System or the environment in which the System is maintained, at your sole cost. We will not be responsible for any problems or issues (such as System downtime or security-related issues) caused by your failure to promptly follow our advice or directions. If your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide in our discretion, then we may terminate the applicable SOW for cause, remove the obsolete equipment, or remove and replace the non-compliant software at our choice. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow MSP's advice or directions, or your unauthorized modification of the System, as well as any services required to bring the System up to or maintain the Minimum Requirements, are not covered under any SOW and will be out-of-scope.

3. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue until each Order expires or is terminated. MSP may: (a) terminate a specific Order if Client fails to pay any applicable fees due for that Order within 30 days after receipt of written notice from MSP of non-payment; and/or (b) terminate this Agreement or an Order if Client commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from MSP. If an Order for Services is terminated, Client will promptly pay MSP for Services rendered, and expenses incurred through the termination date.

Client may (a) terminate this Agreement or an Order if MSP commits any other material breach of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice from Client; and/or (b) terminate for any reason with ninety (90) days written notice to MSP.

4. PAYMENT. Client will pay MSP all fees due upon receipt of an invoice specifying the amounts due ("**Fees**"). All Fees payable under this Agreement are exclusive of sales, use, excise, and any other applicable transaction taxes, which Client will pay (excluding taxes based upon the net income of MSP). If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of one and one-half percent (1.5%) (or any other interest rate in accordance with the state's law) per month from the date due until paid in full. Client shall pay all expenses, including actual attorneys' fees, incurred by MSP or its representatives in enforcing its rights under this Agreement, provided that MSP is successful on the merits. Client's obligation to pay undisputed amounts due for Services and MSP's right to all such amounts are absolute and unconditional. Client is not entitled to setoff of such amounts. All Fees will be detailed in an Order. Unless otherwise stated in a Purchase Order, Client agrees to pay or reimburse MSP for all actual, necessary, and reasonable expenses incurred by MSP in performance of such Purchase Order, which are capable of verification by receipt. MSP will submit invoices to Client for such fees and expenses either upon completion of the Services, or at stated intervals, in accordance with the applicable Purchase Order or Statement of Work.

5. CONFIDENTIALITY AND NON-DISCLOSURE. Both Parties to this Agreement recognize that, from time to time, they may come into contact with information that the other Party considers confidential. Confidential Information is defined for this Agreement as all information (whether written or oral) that comes into a Party's possession under or in connection with this Agreement that is reasonably considered by the disclosing Party to be confidential and is clearly identified as confidential. The Parties shall keep all Confidential Information in strict confidence.

The recipient will use a reasonable standard of care in protecting Confidential Information, which will not be less than the standard of care the recipient uses to protect its own confidential information; only use Confidential Information to perform its obligations and exercise its rights under this Agreement; not disclose Confidential Information to any third party; when requested by the disclosing Party, return or destroy the Confidential Information.

6. PROVISION OF MATERIALS AND SERVICES TO MSP. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of MSP or its contracted subcontractors, performing the services. Client will also provide MSP or its contracted subcontractors, with access to all information, passwords and facilities requested by MSP that is necessary for MSP or its contracted subcontractors, to perform the services. Access may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that the MSP or its contracted subcontractors, may be unable to perform their duties adequately.

6.1. Special Conditions for Technical Substitutability. Due to the rapid changes in technology, platform technologies used in the Services provided by the MSP may be rendered ineffective, obsolete, or cost prohibitive during the term of this Agreement. If such situation occurs, MSP may substitute the base technologies that power the Services with technologies that provide the equivalent Client deliverables (or deliverables that are

substantially similar). Should substituted technologies substantially alter provisions of any Addendum and/or Statement of Work ("SOW"), MSP will provide Client with options to replace the affected Addendum and/or SOW with a new Addendum and/or SOW that includes provisions that best meet the mutually agreed upon needs of Client and MSP. MSP cannot predict or guarantee the cost of any alternative solutions.

7. WORKING ENVIRONMENT. Client shall provide a suitable working environment for any equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility.

8. RESPONSIBILITY FOR EQUIPMENT. Client acknowledges that from time to time (a) MSP may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for MSP to meet Client's requirements. In connection therewith, Client agrees to work in good faith with MSP to effectuate such purchases or changes.

9. CLIENT DATA OWNERSHIP AND RESPONSIBILITY. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any data, information or material proprietary submitted by Client to MSP.

10. INTELLECTUAL PROPERTY. MSP retains all intellectual property rights in any property invented or composed in the course of or incident to the performance of this Agreement, as well as any software, materials, or methods created prior to or after conclusion of any work. Client acquires no right or interest in any such intellectual property, by virtue of this Agreement or the work performed under this Agreement.

10.1. Client may only use and disclose Product in accordance with the terms of this Agreement and applicable Order. MSP reserves all rights in and to the Product not expressly granted in this Agreement. Client may not disassemble or reverse engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law despite this limitation or provide a third party with the results of any functional evaluation, or benchmarking or performance tests on the Products, without MSP's prior written approval. Except as expressly authorized in this Agreement or an Order, Client may not (a) distribute the Product to any third party (whether by rental, lease, sublicense or other transfer), or (b) operate the Product in an outsourcing or MSP business to process the data of third parties. Additional usage restrictions may apply to certain third-party files or programs embedded in the Product - applicable installation instructions or release notes will contain the relevant details.

11. LICENSE AGREEMENTS.

(a) License. At all times, all software on the System must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW ("Minimum Requirements"), you agree to do so as an ongoing requirement of us providing our Services to you.

(b) Software Installation or Replication. If MSP is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to MSP will be deemed Client's affirmative acknowledgement to MSP that Client has a valid license that permits MSP to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless MSP in a written statement of work ("SOW") expressly agrees to conduct such monitoring.

(c) Pre-Existing License Agreements. Any software product provided to Client by MSP as a reseller for a third party, which is licensed to Client under a separate software license agreement with such third party, will continue to be governed by the third-party license agreement.

(d) EULA. Portions of the Services may require you to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant MSP's permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs and will look only to the applicable third-party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third-

party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third-party EULA.

12. THIRD-PARTY PRODUCTS. Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through MSP (“Third Party Products”) are nonrefundable once the applicable approved quote or estimate is provided to MSP. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and service level commitments (if any) for the Third-Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third-Party Products are provided “as is” and without any warranty whatsoever as between MSP and you (including but not limited to implied warranties).

13. WARRANTY. MSP warrants that it or its contracted subcontractors, will perform the services substantially in accordance with the specifications set forth whether under this agreement, a purchase order, other work order or otherwise in connection with any of them. For any breach of the foregoing warranty, MSP or its contracted subcontractors, will exercise commercially reasonable efforts to re-perform any non-conforming services that were performed within the ten (10) business day period immediately preceding the date of Client’s written notice to MSP specifying in reasonable detail such non-conformance. If MSP concludes that conformance is impracticable, then MSP will refund all fees paid by Client to MSP hereunder, if any, allocable to such nonconforming Services.

13.1. Notwithstanding any provision to the contrary in this Agreement, any warranty offered and provided directly by MSP product shall be deemed null and void if the applicable product is (i) altered, modified or repaired by persons other than MSP, including, without limitation, the installation of any attachments, features, or devices not supplied or approved by MSP (ii) misused, abused, or not operated in accordance with the specifications of MSP or the applicable manufacturer or creator of the hardware or product, or, (iii) subjected to improper site preparation or maintenance by persons other than MSP or persons approved or designated by MSP.

Notwithstanding the above, MSP does not warrant its products or services beyond a reasonable standard or skill consistent with industry standards. MSP does not guarantee or promise any cost savings, profits, or returns on investment.

14. SOFTWARE HARDWARE & SECURITY. Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure the Client must maintain proper security for its computer and information system including software and hardware updates. Client will adhere to software and hardware updates and maintain specific security standards, policies, procedures set forth and recommended by MSP this includes either allowing MSP to perform forced reboots of certain covered devices under an SOW, or includes the Client ensuring reboots are preformed manually on a frequency as recommended by MSP.

15. CLIENT CYBER SECURITY. It is understood that the services provided under this MSA are limited to the Scope of Work as detailed in Paragraph 1, or any subsequent Scope of Work, Statement of Work or Purchase Order. Unless otherwise specified in the Scope of Work or an attached Statement of Work, it is not the intent, nor does the MSP provide cyber security monitoring, cyber terrorism monitoring, or other monitoring or remediation of cyber threats for the Client.

16. TERRORISM. In no event, including the negligent act or omission on its part, shall MSP, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

17. TELEMARKETING & UNSOLICITED EMAILS. In no event, including the negligent act or omission on its part, shall MSP or its contracted subcontractors, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if the Client's data is breached because of the distribution of unsolicited email, direct mail, facsimiles, telemarketing or because of the collection of information by means of electronic "spiders", "spybots", "spyware", wiretapping, bugging, video cameras or identification tags.

18. EXTRAORDINARY EVENTS. In no event, including the negligent act or omission on its part, shall MSP or its contracted subcontractors, whether under this Agreement, a purchase order, other work order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

19. RELEASE WITH LIMITATION OF LIABILITY. THIS PARAGRAPH LIMITS THE LIABILITIES ARISING UNDER THIS AGREEMENT OR ANY SOW AND IS A BARGAINED-FOR AND MATERIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT MSP WOULD NOT ENTER INTO THIS AGREEMENT UNLESS IT COULD RELY ON THE LIMITATIONS DESCRIBED IN THIS PARAGRAPH. CLIENT AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASOR PARTIES") AGREES TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS OTHERWISE NOTED IN THIS AGREEMENT, AGREES TO RELEASE THE MSP AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE LICENSE FEE OR FOR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES. NO CIRCUMSTANCES SHALL MSP'S AGGREGATE LIABILITY ARISING FROM OR OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID UNDER THIS AGREEMENT FOR THE PREVIOUS TWELVE (12) MONTHS. MSP SHALL NOT BE LIABLE TO CLIENT FOR ANY DELAY IN DELIVERY OR PERFORMANCE, OR FAILURE TO DELIVER OR PERFORM AT OR WITHIN THE DEADLINES SET FORTH IN THIS AGREEMENT.

20. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. EACH PARTY AGREES TO THE FULLEST EXTENT PERMITTED BY LAW SHALL AT ALL TIMES DEFEND, INDEMNIFY, PAY, SAVE AND HOLD THE OTHER PARTIES AND ANY OF THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE AGENCIES, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, SHAREHOLDERS, NOMINEES, CONSULTANTS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "MUTUALLY INDEMNIFIED PARTIES") HARMLESS FROM EACH AND ANY AND ALL LIABILITIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL AND CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, SUITS, CIVIL OR ALTERNATIVE DISPUTE RESOLUTION PROCEEDING, LOSSES, CLAIMS, ACTIONS, VIOLATIONS, FINES AND PENALTIES (INCLUDING WITHOUT LIMITATION, COURT COSTS, REASONABLE ATTORNEY'S FEES AND ANY OTHER REASONABLE COSTS OF LITIGATION) (HEREINAFTER COLLECTIVELY, THE "CLAIMS") THAT ANY OF THE MUTUALLY INDEMNIFIED PARTIES MAY SUFFER, SUSTAIN OR INCUR TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MUTUALLY INDEMNIFIED PARTIES ARISING OUT OF THIS AGREEMENT.

21. PROVIDER INSURANCE. MSP agrees to maintain sufficient insurance coverage to enable it to meet its obligations created by this Agreement and by law. Without limiting the foregoing, to the extent this Agreement creates exposure generally covered by the following insurance policies, MSP will maintain at its own sole cost and expense at least the following insurance covering its obligations under this Agreement: (a) Commercial General Liability including (i) bodily injury, (ii) property damage, (iii) contractual liability coverage, and (iv) personal injury, in an amount not less than One Million Dollars (\$1,000,000) per occurrence; (b) Business Automobile Liability for owned, hired and non-owned vehicles in an amount of not less than One Million Dollars (\$1,000,000) for each accident; (c) Workers Compensation at statutory limits; and (d) Professional Liability Insurance covering errors and omissions and wrongful acts in the performance of the Services. Such insurance will bear a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000).

22. CLIENT INSURANCE.

22.1. Commercial Property Insurance. Client shall secure at its own cost and expense Property Insurance for the equipment that is part of the provisions of the service agreement. The policy shall include the following coverages:

- Replacement cost valuation on MSP’s equipment.
- Waiver of coinsurance for the insured property.
- Insured for “All Risk”/ “Special Perils” with an extension of coverage for and Flood and Earthquake.

21.2 Cyber Insurance. Client shall secure and maintain for the duration of the contract Cyber Liability Insurance to insure Client’s cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine your specific coverage and policy limit requirements.

If Client opts out holding Cyber Insurance, Client agrees to pre-pay for any necessary remediation efforts through a separate block hour engagement to be executed as a future SOW to this Master Services Agreement (MSA).

23. Mutual Waiver of Subrogation. TO THE EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ALL RIGHTS AGAINST THE OTHER FOR RECOVERY OF DAMAGES TO THE EXTENT THESE DAMAGES ARE COVERED BY THE WORKERS COMPENSATION (TO THE EXTENT PERMITTED BY LAW) AND EMPLOYERS LIABILITY or GENERAL LIABILITY insurance policies. PROPERTY INSURANCE, COMMERCIAL UMBRELLA/EXCESS, CYBER OR OTHER COMMERCIAL LIABILITY INSURANCE OBTAINED BY EITHER PARTY. CLIENT WILL NOT HOLD THE MSP RESPONSIBLE FOR SUCH LOSSES AND WILL CONFIRM THAT THE CLIENTS INSURANCE POLICIES REFERENCED ABOVE PROVIDES FOR THE WAIVER OF SUBROGATION INCLUDED IN THE MASTER SERVICE AGREEMENT.

24. DISCLAIMERS. The express remedies set forth in this Agreement will constitute Client’s exclusive remedies, and MSP’s sole obligation and liability, for any claim (a) that a Service or deliverable provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.

EXCEPT FOR THE WARRANTIES MADE BY MSP IN SECTION 10, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED STRICTLY “AS-IS.” MSP DOES NOT MAKE ANY ADDITIONAL WARRANTIES, EXPRESSED, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.

MSP DOES NOT WARRANT THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PRE-PRODUCTION (E.G., “ALPHA” OR “BETA”) RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND.

No statement by any MSP employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.

25. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative and enforceable, to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement.

25.1. Survival. Sections 5, 11, 12, 18, 19, 24 and 28 will survive the termination or expiration of this Agreement. The prevailing party in any litigation or arbitration proceeding is entitled to recover, from the other party, its reasonable attorneys' fees and necessary costs incurred in such proceeding.

26. AMENDMENT. This Agreement may not be amended except by a writing executed by an authorized individual of the MSP.

27. RELATIONSHIP. The Parties are independent parties; and this Agreement does not make the Parties principal and agent, partners, employer and employee; nor does it create a joint venture. It is further understood that there is no relationship, including but not limited to a partnership, joint venture, sub-contractor or other commission-based relationship, between any party that referred MSP or Client to the other party to this Agreement.

28. MUTUAL NON-SOLICITATION. During the term of this Agreement, and for a period of one (1) year thereafter, each party will not, without prior written approval of the other party, solicit for employment any employees of the other party or its affiliates who, within one (1) year prior to such solicitation: (a) directly performed under this Agreement, (b) had substantial contact with the hiring party in relation to this Agreement, or (c) the hiring party became aware of due to, or derived from information learned through the performance of, this Agreement. The exception is if both parties agree in writing and payment of a finder's fee of \$20,000 per employee is owed by the hiring party. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches or similar means not directed specifically at the employee to which the employee responds on his or her own initiative. Notwithstanding the foregoing, either party may at any time, directly or indirectly, solicit and hire any employee of the other party if such employee did not resign but was terminated by the other party. The parties acknowledge and agree that a breach of this "Non-Solicitation" clause will not give rise to a right of termination of this Agreement; the party not in breach will only have the right to seek and recover direct damages from the breaching party.

29. REFERENCING. Client agrees that MSP and its Affiliates may refer to Client as a client of MSP, both internally and in externally published media. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential clients of MSP who wish to evaluate the technical specifications of Product.

30. LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without reference to principles of conflicts of laws. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the State of Colorado.

31. WAIVER. Failure by either Party to insist upon strict performance of any provision herein shall not be deemed a waiver by such Party of its rights or remedies, or a waiver by it of any subsequent default by the other Party.

32. FORCE MAJEURE. Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

33. DATA ACCESS/STORAGE. Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

34. **ASSIGNMENT.** Client may not assign its rights or obligations under this Agreement without MSP’s prior written consent which shall not be unreasonably withheld.

35. **COUNTERPART AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. The Client’s electronic signature of this Agreement shall have the same validity and effect as a signature affixed by the Client's hand.

36. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement by and between the Parties regarding the subject matter contained herein and supersedes all prior and contemporaneous undertakings and agreement of the Parties, whether written or oral, with respect to such subject matter.

Greatrock North Water and Sanitation District:

By (Signature): _____

Print Name: _____

Date: _____

Denver Tech, LLC d/b/a CMIT Solutions of Boulder:

By (Signature): _____

Print Name: _____

Date: _____

EXHIBIT A**Sample Statement of Work- SAMPLE, DO NOT SIGN**

This SOW is in conjunction with the Master Services Provider Agreement or “MSA”. This SOW does not replace the MSA but incorporates all the provisions and obligations set forth in the MSA. Should any provision of the MSA and this SOW conflict, the SOW shall take precedence. {INSERT COMPANY NAME HERE} will provide the Services described below to the standards stated in the MSA. {INSERT COMPANY NAME HERE} will also perform those Supplemental Services that we agree with you in writing to perform.

STATEMENT OF WORK No. _____**Project Number _____**

This Statement of Work (“**SOW No.** _____”) dated _____, 20__ (“**SOW Effective Date**”) supplements the Master Services Agreement effective as of _____, 20__ (the “**Agreement**”) by and between _____ (“**MSP**”) and _____ (“**Client**”). This SOW No. __ consists of the terms below, the signature page, and any unique attachments to this SOW No. __, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. Services Description

The Services to be performed by MSP on behalf of Client are _____.

2. Deliverables Description

The Deliverables to be provided are _____.

3. Delivery terms are _____.**4. SOW __ Terms [Insert only the terms that are applicable to the project subject to the SOW]**

4.1 *[insert a project number assigned to this SOW]*

4.2 *[insert a projected timetable by which each of the identified phases of the Services is to be completed]*

4.3 *[insert completion criteria, if applicable]*

4.4 *[insert a description of required status reports, if applicable]*

4.5 *[insert the location where the Services is to be performed]*

4.6 *[insert the commencement and termination dates]*

4.7 *[insert travel, regular and overtime compensation rates]*

4.8 *[insert maximum authorized total expenditure]*

4.9 *[insert the name(s) of Client's key person(s)]*

5. Service and Fee Schedule

5.1 *[insert terms of Services]*

CMIT Solutions of Boulder MSA

5.2 *[insert terms of Credit Card Authorization]*

6. Products Included (Hardware and/or Software)

6.1 *[insert Hardware included and any terms specific to the Hardware]*

6.2 *[insert Software included and any terms specific to the Software]*

This SOW No. ___ is effective only upon execution by MSP and Client. Each party hereto warrants and represents that this SOW No. ___, the Agreement constitute the legal, valid, and binding obligation of such party as of the SOW Effective Date.

MSP: Denver Tech, LLC
d/b/a CMIT Solutions of Boulder

Client: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATEMENT OF WORK (SOW 1)

STATEMENT OF WORK 1

This Statement of Work ("**SOW 1**") dated April 1, 2023 ("**SOW Effective Date**") supplements the Master Services Agreement effective as of April 1, 2023 (the "**Agreement**") by and between Denver Tech, LLC d/b/a CMIT Solutions of Boulder ("**MSP**") and Greatrock North Water and Sanitation District ("**Client**") and replaces any previous SOWs for monthly recurring services. This SOW 1 consists of the terms below, the signature page, and any unique attachments to this SOW 1, which are all incorporated into the Agreement by this reference and are made a part of the Agreement by all intents and purposes.

Capitalized terms used herein, unless otherwise defined, will have the meanings given to them in the Agreement.

1. **MONTHLY RECURRING SERVICES**

1.1 Services Description. Client explicitly acknowledges that the CMIT Marathon service plan and pricing covers only existing hardware, existing software, and existing services which are documented by MSP as part of the initial intake/on-boarding activity for Client and certified by MSP as eligible for coverage as outlined in Schedule C. Any assistance requested by Client and provided by MSP to engineer the setup, installation, or integration of net new additions to hardware, software, or services will be charged at the hourly project rate as quoted in Schedule B. As part of this SOW 1, Client has engaged MSP to provide and MSP will manage the IT resources outlined in this SOW 1 by implementing and following a series of managed services best practices. Included in this best practices implementation are protocols that MSP offers and Client agrees to allow MSP to enforce on all equipment under this SOW 1. These protocols include, but are not limited to, the following: secured off-site data vaulting to protect critical operations data; centrally-managed anti-virus software installation, updates, management, and remediation; centrally-managed operating system and application security patch testing, updates, and roll-outs; assignment of role-appropriate user or power-user credentials for PCs and servers and removal of administrative login permissions if deemed necessary to secure operations.

1.2 Elements of Service. There are several distinct, recurring services combined into this program intended to cover "**Supported Technologies and Personnel**," as outlined in Section 8. The elements of service can be modified individually with associated changes to the monthly service fee outlined in Schedule B:

2. **CLIENT SERVICES BUNDLE.** Client service bundle includes the following:

CMIT Marathon preventative maintenance, monitoring and support services (specify level): **Performance**

- This plan will be used for 1 computer.

CMIT Secure: **SentinelOne**

CMIT Guardian will be used back-up the servers: **Guardian Secure Plus**

- **N/A**

CMIT Cloud Solutions Provider: **Microsoft 365 License Management**

- **N/A**

Number of covered service bundle units:

Physical location	16373 Rayburn St., Hudson, CO 80642
Computing Devices	Up to 1
Servers	N/A
Email boxes	N/A
Office 365 account	N/A
Mobile Devices	N/A

See Addendum 1 for deliverables specific to Services Bundle elections.

3. **EXCLUDED SERVICES.** Service rendered under this Agreement does **not** include:

- (a) The cost of any parts, equipment, or shipping charges of any kind.
- (b) The cost of any software, licensing, or software renewal or upgrade fees of any kind.
- (c) The cost of any third-party vendor or manufacturer support or incident fees of any kind.
- (d) The cost to bring Client's environment up to minimum standards required for service compliance under the Agreement.
- (e) Failure due to acts of God, building modifications, power failures, or other adverse environmental conditions or factors.

(f) Maintenance and troubleshooting of application software packages, whether acquired from MSP or any other source, unless as specified in Section 8. Covered software applications specified in Section 8 are covered for up to **four (4) hours** of maintenance or troubleshooting per incident before work becomes “out of scope” of a covered service under this SOW 1. Work considered out of scope will be billed at hourly service rates in effect at the time of the service labor or will be billed according to details contained in a Client signed eQuote and separate SOW outlining requested project services.

(g) Programming (modification of software code) and program (software) maintenance unless as specified in Section 8.

(h) Training services of any kind.

(i) Cyber-Security incident remediation.

(j) Service labor to install or configure net new network devices or new business software that is not specified in Section 8, and any other requested service labor that constitutes a “project” and is not remote help desk support as covered by intent of this agreement.

4. **SPECIAL LIMITS.** The following limitations apply to the eligibility of hardware, software, and services to receive unlimited support under this agreement:

4.1 Necessary Maintenance, Services, & Upgrades. Throughout the regular course of servicing and maintaining any of the equipment covered under this Agreement, **Client agrees to approve MSP’s reasonable and customary requests to authorize the purchase of new or replacement software, hardware, parts, or equipment as required to maintain a minimum of industry-acceptable operating standards for same equipment under management.** If Client fails to approve a necessary expense as identified and documented by MSP, MSP may, at its discretion, disqualify and either not continue to support the disqualified equipment or exclude the affected piece of equipment from this Agreement and charge all subsequent labor required to maintain same equipment at the agreed-to project rate as outlined in Schedule B. Furthermore, such disqualification will also result in the removal of same equipment from the unlimited managed services Agreement under which it was heretofore covered. Client also agrees that it is its responsibility to maintain all necessary hardware and software vendor service or license agreements for maintenance, updates and warranty service on all PC, server, and network equipment and software managed under this plan, at its cost, and failure to do so will result in the disqualification of the software or hardware as outlined above.

4.2 Alternately-Sourced Products & Services. As part of the IT service agreement, Client may request MSP to procure hardware, software, and other services on its behalf. At any time, Client may also purchase hardware, software, or other services itself. Any “new” technologies that are introduced to the network/environment without the involvement of MSP will be charged at the hourly rates outlined in Schedule B for any needed installation, configuration, deployment, or advanced troubleshooting, unless they are a one-for-one replacement of a supported application listed in Section 8, in which case Section 4.3 applies. Client also understands that these actions may result in the increase of its IT service agreement fee. Basic troubleshooting will be covered as needed on “alternatively sourced products,” but final problem resolution and/or replacement will be the responsibility of the vendor of purchase. Should Client elect MSP to perform the advance troubleshooting, warranty work, or returns (RMAs), Client will be charged at the hourly rate outlined in Schedule B.

4.3 Service on Line of Business Software, Hardware and/or Non-Client Owned Networks. Client acknowledges that MSP does not have in-depth knowledge about the technology equipment/hardware or software that Client uses in certain aspects of its business, especially if Client has not purchased these products from, or on advice of, MSP. MSP will make a reasonable effort to troubleshoot problems that arise with line of business software and hardware listed as supported equipment and supported applications in Section 8 for up to **four (4) hours** of remote troubleshooting per incident before work becomes “out of scope” of a covered service under this SOW No. 1. Work considered “out of scope” will be billed at hourly service rates in effect at the time of the service labor or will be billed according to details contained in a Client signed eQuote and separate SOW outlining requested project services. Sections 4.1 and 4.2. above also apply to this supported line of business software or hardware.

4.4 Maintenance and Modifications Performed by Client. If Client intends to co-manage the IT environment and performs administrative tasks and architecture modifications, the recommendation is that Client notifies or involves MSP before performing setups, changes, installation, uninstalls, or any other task that would result in the modification of the setup, configuration and operation of any hardware, software, service, or capability, as MSP cannot take responsibility for supporting or remediating any issues precipitating or resulting from any maintenance or modifications not performed by MSP staff under the terms of this support agreement. Client will be billed at the hourly rate outlined in Schedule B of this SOW 1 for any labor expended by MSP to remediate these situations.

5. **MINIMUM COMPLIANCE STANDARDS.** In order for Client’s existing environment to qualify for MSP services, the following requirements must be met:

(a) All servers with Microsoft Windows Operating Systems must be running Windows 2012 Server or later and have all of the latest Microsoft Service Packs and Critical Updates installed in order for the server agent to be installed. The workstation agent will be loaded on those servers not using server software.

(b) All desktop PC’s and notebooks/laptops with Microsoft Windows Operating Systems must be running Windows 8 or later and have all of the latest Microsoft Service Packs and Critical Updates installed, unless specified by MSP.

(c) All server and desktop software must be genuine, licensed, and vendor supported.

(d) The environment must have a currently licensed, up-to-date, and vendor-supported server-based antivirus solution protecting all servers, desktops, notebooks/laptops, and email, or Client must plan to use the professional grade antivirus software as provided by MSP.

(e) The environment must have a currently licensed, vendor-supported server-based backup solution or be working with MSP to devise the proper backup solution for the environment.

(f) The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.

(g) Any wireless data traffic in the environment must be secured with a minimum of 128-bit data encryption.

Costs required to bring Client's environment to minimum standards, if necessary, are additional and outlined in Schedule B.

6. SERVICE AND FEE SCHEDULE

6.1 Service Fees. Membership fees for the Service will be **\$420 per year billed annually (\$35 per month)** per the signed SOW 1. MSP will make any needed adjustments based on the number of covered devices, number of covered users, or other aspects that affect the scope of the Service that may increase or decrease from Service covered and will adjust the monthly fee according to changes made beginning with the date device/Service was added.

6.2 Fee Schedule. The Service will begin on May 1, 2023. First full month's service will be billed in advance with any partial month's pro-rated fees billed after actual Service deployment. Managed services are billed as prepaid services. The Service will be suspended if monthly payment is not received within five (5) days following the date due, which is always prior to the first day of each month. **If monthly payment is not received within fifteen (15) days following the date due, MSP will treat the non-payment as a notice of cancellation.** Note that Client will still owe MSP a pro-rated amount for the fifteen (15) days of Services rendered by for which Client did not pay. Refer to Section 2 above for services included. See also Schedule B of SOW 1 for additional pricing details and associated discounts available. Client may add additional Services by signing an eQuote and separate SOW outlining additional services.

6.3 Stored Data Deletion. MSP will maintain Client data stored off-site for five (5) days after the end of term of this SOW 1. **After that five (5) day period, MSP will delete all of Client's stored data.** Additionally, where Client is fifteen (15) days delinquent in paying a monthly fee, **MSP will delete all of Client's stored data.**

7. TERMS OF SERVICE

7.1 Term. The term of the Service is twelve (12) months from Service begin date (May 1, 2023).

7.2 Automatic Renewal and Cancellation. After the initial term of Service, this SOW 1 will **automatically renew on an annual basis unless notification sent in writing by either party is received at least thirty (30) days before end of term.** The Service fee upon initial renewal will equal the Service fee stated in Section 6.1 of this SOW 1 **plus two (2) percent.** The Service fee for any annual renewal thereafter will equal the Service fee of the immediately preceding term **plus two (2) percent.**

7.3 Client Responsibility Upon Cancellation. If Client cancels the SOW 1 before the end of the applicable term of service, Client shall nevertheless be responsible for paying the applicable monthly membership fee for the services during the balance of the term of service. Termination provisions are outlined in Agreement, Section 2.

It is understood that any and all Services requested by Client that fall outside of the terms of SOW 1 will be considered Out of Plan Services and will be quoted and outline in a separate SOW.

8. **SUPPORTED TECHNOLOGIES AND PERSONNEL.** See Schedule C of this SOW 1 for additional details.

Supported Equipment:

*See Schedule C for covered computer equipment

Non-Supported Equipment: Copy machines, fax machines and other non-computer office equipment

Supported Applications:

- 1. Microsoft Office / Office 365 Suite
- 2. Anti-Virus/Anti-Spyware Software
- 3. Sentinel One End Point Detection and Response Software
- 4. Windows 8 and later OS
- 5. Media Players
- 6. Internet Browsers
- 7. Wireless Management Apps

Non-Supported Applications: Line of Business software (CMIT will offer "best effort" support)

Installed Network Virus Protection: Webroot

Installed End Point Detection and Response Protection: SentinelOne

Helpdesk User Count: Not elected

Backup Solution: N/A

This SOW 1 is effective only upon execution by MSP and Client. Each party hereto warrants and represents that this SOW 1 and the Agreement constitute the legal, valid, and binding obligation of such party as of the SOW Effective Date.

MSP: Denver Tech, LLC
d/b/a CMIT Solutions of Boulder

Client: Greatrock North Water and Sanitation District

Signature: _____

Signature: _____

Name: Scott Graflund

Name: _____

Title: Member, Manager

Title: _____

Date: _____

Date: _____

CMIT Marathon™ Remote Access and Repair Authorization

The undersigned authorizes CMIT Solutions to remotely access any computer or device listed in this agreement or any other device as granted permission by Client. Remote access will be used for the sole purpose of preventative maintenance and/or repair activities.

This authorization is valid for the term of the contract.

Client Representative: _____

Date: _____

SCHEDULE A – CONTACT INFORMATION

Client Information

Company: Greatrock North Water and Sanitation District

CMIT Solutions Agreement No: BLDR040123

Billing Contact Name: Lisa Johnson

Billing Contact Phone: 303-779-57107

Billing Contact Email: Lisa.Johnson@claconnect.com

Address of Client Facilities(s): 16373 Rayburn St.

City, State Zip Hudson, CO 80642

Client Contact and Schedule Information

Primary Client Contact: Lisa Johnson

Primary Contact Phone: 303-779-5710 **Mobile Phone:**

Primary Contact Email: Lisa.Johnson@claconnect.com

Contact Primary Contact under the following times & conditions:

Choose One Contact Time _____ Optional _____

Server or Internet connection is down:	<input checked="" type="checkbox"/> 8am-8pm 7 days	<input type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Critical conditions that may cause downtime:	<input checked="" type="checkbox"/> 8am-8pm 7 days	<input type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Serious conditions that should not cause downtime:	<input type="checkbox"/> 8am-8pm 7 days	<input checked="" type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Routine conditions that should not cause downtime:	<input type="checkbox"/> 8am-8pm 7 days	<input checked="" type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*

Secondary Client Contact: Shauna D'Amato

Secondary Contact Phone: 303-265-7867 **Emergency Contact Phone:**

Secondary Contact Email: shauna.damato@claconnect.com

Contact Secondary Contact under the following times & conditions:

Choose One Contact Time _____ Optional _____

Server or Internet connection is down:	<input checked="" type="checkbox"/> 8am-8pm 7 days	<input type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Critical conditions that may cause downtime:	<input checked="" type="checkbox"/> 8am-8pm 7 days	<input type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Serious conditions that should not cause downtime:	<input type="checkbox"/> 8am-8pm 7 days	<input checked="" type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*
Routine conditions that should not cause downtime:	<input type="checkbox"/> 8am-8pm 7 days	<input checked="" type="checkbox"/> 8am-8pm weekdays	<input type="checkbox"/> Other _____	<input checked="" type="checkbox"/> Repair before contact*

* By selecting this option Client is requesting Service Provider to perform immediate repair services at rates listed in Schedule B without explicit verbal or written consent from Client.

**SCHEDULE B – PRICING AND SERVICES
SOW 1**

CMIT Solutions Managed Services Pricing:

Total Monthly Service Fees¹: \$35.00 (NOTE: Invoicing will be done once a year – Annually = \$420 per year)

Total One Time Setup Fee: \$3,000.00 (includes the setup and configuration of various network hardware and upgrades)

Payment Terms: First full month's fee plus set up fee due upon agreement signing; Recurring Services are billed on or about the 1st of each month for the following month's service

Additions to, deletions of or other changes that may affect the workstations, servers and devices covered by this Agreement may require amendment of Schedules B and C of this Agreement.

<i>CMIT Solutions Out of Plan Service Rates</i>	<i>Standard</i>
General Technical Support Services	\$150
After Business Hours Out-Of-Plan Services Business Hours 6:00 a.m. to 6:00 p.m. MST, Monday to Friday, excluding Public Holidays	\$200
Weekend or Holiday Services	\$250
Minimum Charge for Support Tickets for CMIT Marathon clients	¼ hour

Table above outlines currently in effect at Agreement and SOW 1 signing. Standard labor rates are not guaranteed by SOW 1.

SCHEDULE C- COVERED EQUIPMENT LISTING
SOW 1

Site Name	Desktop	Friendly Name	Operating System
Greatrock	To be completed upon onboarding		
Total Desktop Count: 19			

Site Name	Device Name	Friendly Name	Operating System
Total Server Count: N/A			

ADDENDUM 1 CMIT MARATHON

CMIT Marathon Performance

1. **SERVICES.** The CMIT Marathon Service ("Service") is designed to provide proactive support services that anticipate and prevent IT problems before they occur. The Service is built upon the successful installation and configuration of technologies that MSP's professional services team and Network/Security Operations Center (NOC/SOC) team utilize to monitor and maintain critical technology systems. The Service includes remote help desk support as well as unlimited on-site support for covered users and covered hardware and software. The Service also allows authorized users to connect to any or all desktops/laptops from remote locations.

2. **CMIT MARATHON PERFORMANCE DELIVERABLES DESCRIPTION.** MSP will deliver the Service pursuant to the terms of this SOW. This SOW will serve to describe the ongoing Services in detail.

2.1 Network Monitoring. Network Monitoring Services will be provided 24 hours a day, 7 days a week, and 365 days a year. All Services qualifying under these conditions, as well as Services that fall outside this scope, will fall under the provisions of Section 7 of the SOW. Hardware costs of any kind are not covered under the terms of this Agreement.

2.2 Support Tickets and Escalation. The MSP help desk, reachable via email (support@cmitech.com) or phone (303-673-9994, extension 1), is the first level of support for all computer/network related issues. The help desk is in operation from 6:00 a.m. to 6:00 p.m. MST, Monday through Friday, excluding public holidays. The help desk will work to resolve all issues regarding hardware, software, operating systems, and general help questions. The help desk will enter service tickets for those issues they cannot resolve and that need to be escalated to on-site support. MSP will respond to Client's support tickets under the provisions of attached Section 7 of the SOW and will use reasonable efforts to address Client issues after hours or on public holidays. Help desk support services are available for multiple devices, including smartphones. **Based on plan selection (Performance), these services are all billable per Schedule B – SOW 1.**

2.3 Hardware and Software Support. MSP will provide support of all hardware and systems specified in Section 8 of SOW No. 1, **provided that all software is genuine, currently-licensed and vendor-supported and that either: (a) all hardware is covered under a currently active vendor support contract, or (b) replaceable parts are readily available.** Should any hardware or systems fail to meet these provisions, they will be excluded from this Agreement. Should third-party support charges be required in order to resolve any issues, such charges will be passed on to Client after first receiving Client's authorization to incur them.

2.4 Monitoring Services. MSP will provide ongoing monitoring of all devices as indicated in attached SOW1, Section 7. MSP can provide monthly reports as well as document critical alerts, scans, and event resolutions to Client, should Client desire. Should a problem be discovered during monitoring, MSP will make a reasonable attempt to rectify the condition in a timely manner through remote means according to the procedures outlined in Schedule A to SOW 1.

2.5 Remote Desktop Access. Authorized users will be able to access network information from remote locations if Client selects this option.

3. **INCLUDED SERVICES.** Service rendered under this Agreement includes the following features:

- (a) Network monitoring 24 hours a day, 7 days a week, and 365 days a year.
- (b) Virus definition updates for supported software.
- (c) Microsoft Security Patch management.
- (d) Spyware monitoring and removal.
- (e) Hardware and software asset collection.
- (f) Temporary file and internet debris removal.
- (g) SMART monitoring checks of SMART enabled machines.
- (h) Executive report, as requested by Client; can be generated as often as monthly.
- (i) Quarterly or bi-annual on-site strategy meeting, as requested by Client.
- (j) Remote desktop access, as requested by Client.
- (k) Web filtering.
- (l) End Point Detection and Response (EDR) – only on the servers

Resolution No. 2023-04-01

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

**CONCERNING THE IMPOSITION OF AVAILABILITY OF SERVICE OR FACILITIES
CHARGES**

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

WHEREAS, pursuant to § 32-1-1006(1)(h), C.R.S., the District is authorized to assess availability of service or facility charges (the “**AOS Charge**”) subject to the provisions and limitations set forth herein; and

WHEREAS, pursuant to § 32-1-1006(1)(h)(I)(D), C.R.S., an AOS Charge shall be assessed only where water, sewer, or both water and sewer lines are installed and ready for connection within one hundred feet of any property line of the residential lot, but to one or both of which line or lines the particular lot is not connected; and

WHEREAS, the Property, as defined below, is located within one hundred feet of water lines owned by the District, and, therefore, is subject to the AOS Charge; and

WHEREAS, pursuant to § 32-1-1006(1)(h)(I)(B), C.R.S., on March 7, 2023 and March 21, 2023, the District mailed notice, via first class United States mail, postage prepaid, to each taxing elector of the District whose Lot, as defined below, is subject to the AOS Charge; and

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

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

WHEREAS, the Board of Directors of District (the “**Board**”) desires to impose the AOS Charge for the purposes set forth in and in accordance with the provisions of § 32-1-1006(1)(h), C.R.S.

WHEREAS, on December 3, 2019, the Board adopted Resolution No. 2019-12-05: Resolution of the Board of Directors of the Greatrock North Water and Sanitation District Adopting Rules and Regulations (2019 Reissuance), in which the Board adopted a Schedule of Fees and Charges (as defined in the Fee Resolution (defined below)). The Schedule of Fees and Charges was amended and replaced in its entirety through the Board’s adoption of Resolution No. 2022-12-02: Amending Rules and Regulations (2019 Reissuance) (collectively “**Rules and Regulations**”) and as evidenced by Resolution No. 2022-12-02: Concerning the Imposition of Various Fees, Rates, Penalties, and Charges for Water Services and Facilities (“**Fee Resolution**”). The Fee Resolution sets forth the District’s Fees and Charges, including the AOS Charge amount. The Board desires to adopt this Resolution to evidence the Board’s authority and intent to impose the AOS Charge on the Property. All other provisions of the Rules and Regulations and Fee Resolution, as amended, remain in full force and effect and are not otherwise amended by this Resolution.

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

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

“**District Boundaries**” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S, as more set forth in the map and legal description attached hereto as **Exhibit A** and incorporated herein by this reference.

“**Lot**” means each parcel of land established by a recorded final subdivision plat and is located within the District Boundaries and where the lot line of which is located within one hundred feet (100’) of a water line that is installed and ready for connection.

“**Property**” means the Lots, collectively, and as described in **Exhibit B**, attached hereto and incorporated herein by this reference.

“**Property Owner**” shall include all owners of real property, customers, users, residents, leaseholders, and other recipients of District services.

2. THE CHARGES.

a. AOS Charge. The Board has determined, and does hereby determine, that an AOS Charge in the amount of fifty percent (50%) of the fees, rates, tolls, or charges for use of services or facilities of the District is hereby established and imposed upon each Lot for the availability of services and facilities furnished by the District.

3. PAYMENT. Payment for the AOS Charge shall be made by check or equivalent form acceptable to the District, made payable to “Greatrock Water and Sanitation District” and sent to the office of the District’s manager: CliftonLarsonAllen, LLP, 8390 E. Crescent Pkwy., Suite 300, Greenwood Village, Colorado 80111. The District may change the payment address from time and time and such change shall not require an amendment to this Resolution.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any AOS Charge not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Fifteen Dollars (\$15.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. Interest will also accrue on any outstanding AOS Charge exclusive of assessed late fees, penalties, interest, and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 18% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Property Owner shall pay all fees and costs, specifically including, but not limited to, attorneys’ fees and costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing.

5. LIEN. The AOS Charge imposed hereunder, together with all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the Lot served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic’s liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the Lot and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Adams County, Colorado.

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

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

8. EFFECTIVE DATE. This Resolution shall become effective as of April 4, 2023.

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

ADOPTED this 4th day of April 2023.

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys At Law

General Counsel to the District

*Signature page to Resolution Concerning the Imposition of Availability of Services or Facilities
Charges*

EXHIBIT A

District Boundaries

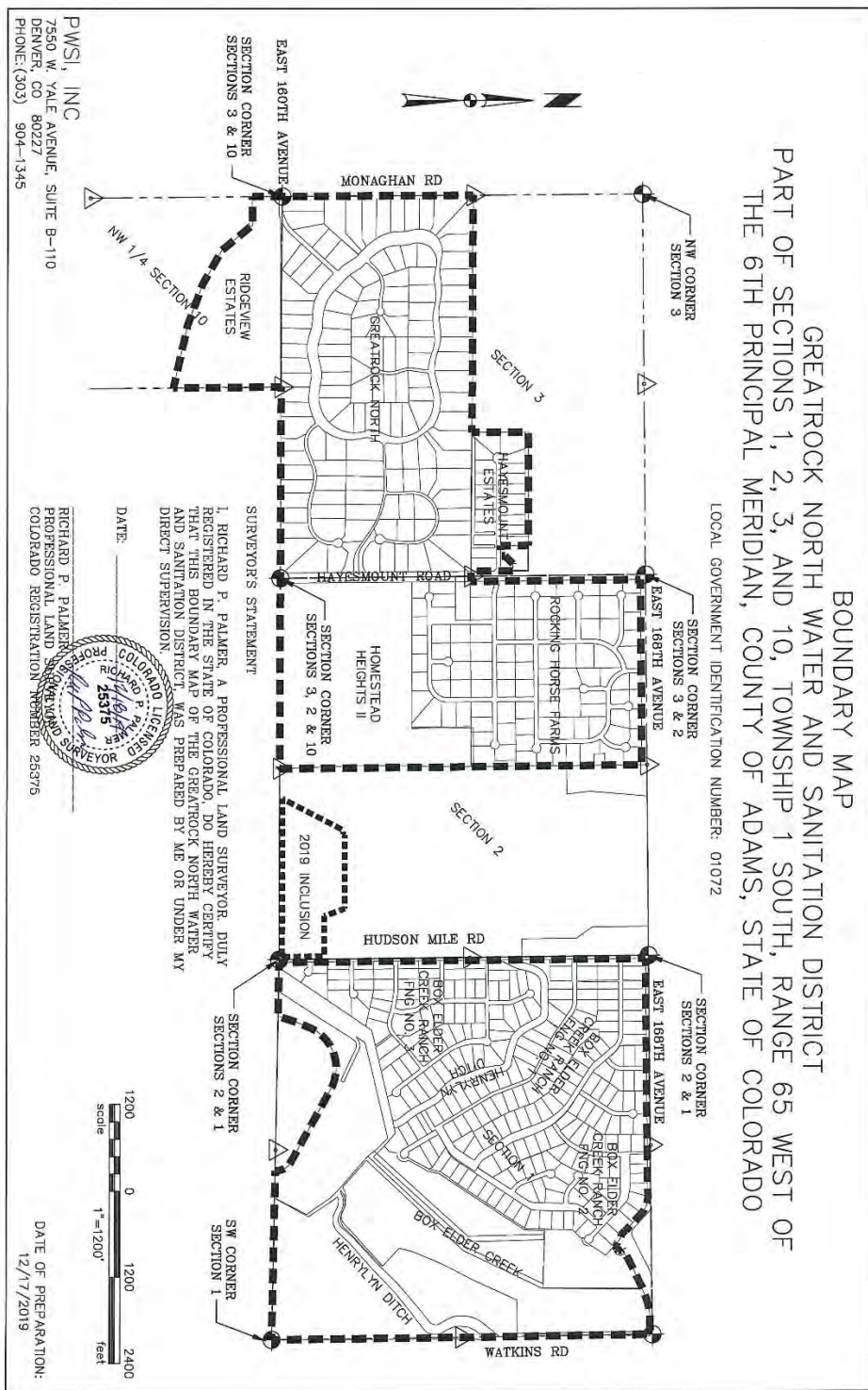


EXHIBIT B**The Property**

Address	City	State	Zip
28305 E 159TH AVENUE	BRIGHTON	CO	80603
28405 E 159TH AVENUE	BRIGHTON	CO	80603
28505 E 159TH AVENUE	BRIGHTON	CO	80603
28605 E 159TH AVENUE	BRIGHTON	CO	80603
28705 E 159TH AVENUE	BRIGHTON	CO	80603
28805 E 159TH AVENUE	BRIGHTON	CO	80603
15900 DEER PARK STREET	BRIGHTON	CO	80603
28650 E 159TH AVENUE	BRIGHTON	CO	80603
28550 E 159TH AVENUE	BRIGHTON	CO	80603
28450 E 159TH AVENUE	BRIGHTON	CO	80603
28310 E 159TH AVENUE	BRIGHTON	CO	80603
28760 E 159TH AVENUE	BRIGHTON	CO	80603
29775 E 162ND AVE	BRIGHTON	CO	80603
29780 E 162ND AVE	BRIGHTON	CO	80603
29785 E 162ND AVE	BRIGHTON	CO	80603
29795 E 162ND AVE	BRIGHTON	CO	80603
29800 E 162ND AVE	BRIGHTON	CO	80603
29885 E 162ND AVE	BRIGHTON	CO	80603
29900 E 162ND AVE	BRIGHTON	CO	80603
29975 E 162ND AVE	BRIGHTON	CO	80603
30000 E 162ND AVE	BRIGHTON	CO	80603
30025 E 162ND AVE	BRIGHTON	CO	80603
30050 E 162ND AVE	BRIGHTON	CO	80603
30075 E 162ND AVE	BRIGHTON	CO	80603
16320 KENOSHA STREET	BRIGHTON	CO	80603
16290 KENOSHA STREET	BRIGHTON	CO	80603
16270 KENOSHA STREET	BRIGHTON	CO	80603
16250 KENOSHA STREET	BRIGHTON	CO	80603
16230 KENOSHA STREET	BRIGHTON	CO	80603
16180 KENOSHA STREET	BRIGHTON	CO	80603
16150 KENOSHA STREET	BRIGHTON	CO	80603
16120 KENOSHA STREET	BRIGHTON	CO	80603
30460 E 161ST AVE	BRIGHTON	CO	80603
30430 E 161ST AVE	BRIGHTON	CO	80603
30410 E 161ST AVE	BRIGHTON	CO	80603
30380 E 161ST AVE	BRIGHTON	CO	80603
30350 E 161ST AVE	BRIGHTON	CO	80603
30310 E 161ST AVE	BRIGHTON	CO	80603

30260 E 161ST AVE	BRIGHTON	CO	80603
30230 E 161ST AVE	BRIGHTON	CO	80603
30150 E 161ST AVE	BRIGHTON	CO	80603
30040 E 161ST AVE	BRIGHTON	CO	80603
30010 E 161ST AVE	BRIGHTON	CO	80603
29980 E 161ST AVE	BRIGHTON	CO	80603
29810 E 161ST AVE	BRIGHTON	CO	80603
16055 HARDWRICK STREET	BRIGHTON	CO	80603
16101 HARDWRICK STREET	BRIGHTON	CO	80603
16125 HARDWRICK STREET	BRIGHTON	CO	80603
16175 HARDWRICK STREET	BRIGHTON	CO	80603
30125 E 162ND AVE	BRIGHTON	CO	80603
30170 E 162ND AVE	BRIGHTON	CO	80603
30200 E 162ND AVE	BRIGHTON	CO	80603
30275 E 162ND AVE	BRIGHTON	CO	80603
30300 E 162ND AVE	BRIGHTON	CO	80603
30325 E 162ND AVE	BRIGHTON	CO	80603
30355 E 162ND AVE	BRIGHTON	CO	80603
30375 E 162ND AVE	BRIGHTON	CO	80603
30400 E 162ND AVE	BRIGHTON	CO	80603
30385 E 161ST AVE	BRIGHTON	CO	80603
30355 E 161ST AVE	BRIGHTON	CO	80603
30315 E 161ST AVE	BRIGHTON	CO	80603
30265 E 161ST AVE	BRIGHTON	CO	80603
30235 E 161ST AVE	BRIGHTON	CO	80603
30155 E 161ST AVE	BRIGHTON	CO	80603
30045 E 161ST AVE	BRIGHTON	CO	80603
30015 E 161ST AVE	BRIGHTON	CO	80603
29985 E 161ST AVE	BRIGHTON	CO	80603
29815 E 161ST AVE	BRIGHTON	CO	80603

**FIRST AMENDMENT TO
WARRANTY AGREEMENT
(Country Club Ranchettes Filing No. 1)**

This **FIRST AMENDMENT TO WARRANTY AGREEMENT** (the “**First Amendment**”) is made and entered into this 22nd day of March 2023, by and between COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company (the “**Developer**”) and GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”). The Developer and District are referred to collectively herein as the “**Parties**.”

RECITALS

WHEREAS, the Parties previously entered into that certain *Warranty Agreement*, effective February 8, 2023 (the “**Agreement**”); and

WHEREAS, Paragraph 2 of Agreement sets forth the Developer’s obligation to furnish a warranty bond prior to final acceptance; and

WHEREAS, the Parties desire replace the warranty bond with a letter of credit.

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

COVENANTS AND AGREEMENTS

1. AMENDMENT TO PARAGRAPH 2. Pursuant to Paragraph 7 of the Agreement, the Parties hereby amend Paragraph 2 of the Agreement to allow Developer to furnish a letter of credit in lieu of the warranty bond. The Parties hereby amend and restate in its entirety Exhibit B of the Agreement with **Exhibit B**, attached hereto and incorporated by reference.

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

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

[Signature Page Follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date and year 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 First Amendment.

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 to the District

DEVELOPER:
COUNTRY CLUB RANCHETTES, LLC, a
Colorado limited liability company

By: _____

Its: _____

EXHIBIT B
FORM LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit Number: 1234567

Amount: U.S. \$ 100,000.00 (one hundred thousand dollars and zero cents U.S. DOLLARS)

This Letter of Credit is issued on January 15, 2021 by Issuer in favor of the Beneficiary for the account of Applicant. The parties' names and their addresses are as follows:

APPLICANT:**SAMPLE REAL ESTATE SECURED LETTER OF CREDIT****Entity Type:** Limited Liability Company1 West Main Street
Lakewood, CO 80215**BENEFICIARY:****CITY OF LAKEWOOD****Entity Type:** Domestic Government Unit2 West Main Street
Lakewood, CO 80215**ISSUER:****FIRSTBANK**12345 West Colfax Avenue
Lakewood, CO 80215

1. LETTER OF CREDIT. Issuer establishes this Irrevocable Standby Letter of Credit (Letter of Credit) in favor of Beneficiary in the amount indicated above. Beneficiary may draw on this Letter of Credit with a Draft (or Drafts, if the maximum number of drawings is greater than one). Each Draft shall be signed on behalf of Beneficiary and be marked "Drawn under FirstBank Letter of Credit No. 1234567 dated January 15, 2021." Drafts must be presented at Issuer's address shown above on or before the Expiration Date. The presentation of any Draft shall reduce the Amount available under this Letter of Credit by the amount of the draft.

This Letter of Credit sets forth in full the terms of Issuer's obligation to Beneficiary. This obligation cannot be modified by any reference in this Letter of Credit, or any document to which this Letter of Credit may be related.

This Letter of Credit expires on the Expiration Date.

2. DRAWINGS. Partial drawings shall not be permitted under this Letter of Credit. "Draft" means a draft drawn at sight.

3. DOCUMENTS. Each Draft must be accompanied by the following, in original and two copies except as stated:

A. The original Letter of Credit, together with any amendments.

Issuer shall be entitled to accept a draft and the documentation described above, as required by the terms of this Letter of Credit, from any person purporting to be an authorized officer or representative of Beneficiary without any obligation or duty on the part of Issuer to verify the identity or authority of the person presenting the draft and such documentation.

4. EXPIRATION DATE. This Letter of Credit expires at the close of business at Issuer's address at 6:00 PM Mountain Time (Time) on January 15, 2022 (Date). Issuer agrees to honor all Drafts presented in strict compliance with the provisions of this Letter of Credit on or before the Expiration Date.

5. NON-TRANSFERABLE. This Letter of Credit is not transferable.

6. APPLICABLE LAW. This Letter of Credit is governed by the Uniform Customs and Practice for Documentary Credits, 2007 Revision, International Chamber of Commerce Publication No. 600 (UCP), or any later version or amendment. This Letter of Credit is also governed by the laws of Colorado, except as those laws conflict with the UCP.

ISSUER:

FirstBank

By _____ Date _____
Patricia C. Johnston, Senior Vice President