

Greatrock North Water and Sanitation District
May 2, 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 April 4, 2023 regular meeting (enclosure – 004).
 2. Ratify approval of the payment of claims for the period ending April 24, 2023, in the amount of \$65,337.23 (enclosure – 005).
 3. Acceptance of unaudited financial statements for the period ending March 31, 2023, Schedule of Cash Position updated as of April 20, 2023, and Inclusion Summaries (enclosure - 006).
 4. Operations and Maintenance Activities Report (enclosure – 007).
 5. Review meter installation report (enclosure – 008).
 6. Ratify approval of the Warranty Agreement (Country Club Ranchettes Filing No. 1) (enclosure – 009).
 7. Ratify approval for Warranty Agreement (Ridgeview Estates Filing No. 1) (enclosure – 010).
 8. Ratify approval of Independent Contractor Agreement with Hydro Optimization and Automation Solutions, Inc. (enclosure – 011).
 9. Ratify approval of Greatrock North Water and Sanitation District Contract with Simply Strong, LLC d/b/a Maidpro (enclosure – 012).
 10. Ratify approval of Master Services Agreement and Statements of Work with CMIT (enclosure – 013).

- III. FINANCIAL MATTERS

- IV. ENGINEER’S REPORT (enclosure – 014)
 - A. Capital Projects Update
 1. Third Alluvial Well
 2. Evaporation Pond
 3. Reverse Osmosis Treatment Facility

- V. OPERATIONS AND MAINTENANCE MATTERS (ORC Report – enclosure – 015).

Greatrock North Water and Sanitation District
May 2, 2023 Agenda

VI. LEGAL MATTERS

- A. Public Hearing on Inclusion of Country Club Ranchettes, Filing No. 2, and Consider Adoption of Resolution No. 2023-05-02: Resolution and Order for Inclusion of Property (Country Club Ranchettes, Filing No. 2).

VII. OTHER MATTERS

- A. Status of Homestead Heights/Country Club Ranchettes #1.
- B. Status of Ridgeview Estates.
- C. 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, June 6, 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
										<p>funds from developer to cover inclusion costs.</p> <p>08/29/2022 – Jay is working with Nick and Mike on punch list items.</p> <p>10/05/2022 – 17 SDF’s paid to date.</p> <p>02/28/2023 – Jay has provided all documents necessary for staff to finalize the initial acceptance of water improvements.</p> <p>03/28/2023 – Amended Warranty Agreement was transmitted to Jay for his review and execution.</p> <p>4/25/2023 – LOC received. Board to ratify warranty agreement at the May meeting.</p>
Ridgeview Estates	3/3/2020	Nick	N/A	2		X				<p>12/10/2020: Brad meets w/ Blanco Inc. at site of water tie-in at Great Rock Way to review layout and design.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.</p> <p>1/7/2021: Met yesterday with Blanco regarding tie in at tank site.</p> <p>1/13/2021: GN residents report brown water following tie-in in Great Rock Way. Bryan flushes fire hydrants.</p> <p>2/18/2021: Brad talked with David Moore and emailed DM a request for an updated schedule for coordination with REC and testing required.</p> <p>5/4/2021: onsite water improvements in process and project is almost complete.</p> <p>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.</p> <p>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.</p> <p>9/7/21: Developer requested waiver of lien. Board discussed and denied request. Lisa to communicate to Developer.</p> <p>12/28/2021 – Nick drafted initial acceptance letter and transmitted to developer.</p> <p>2/23/2022 – Nick followed up with David Moore in February.</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
										3/25/2022 – 7 SDF’s collected to date. 06/01/2022 – 10 SDF’s collected to date. 06/28/22 – 11 SDF’s collected to date. 7/26/2022 – 12 SDF’s collected to date. Lisa requested additional funds from developer to cover inclusion costs. 8/29/2022 – David Moore provided information requested. Nick to draft letter of review and acceptance. 10/05/2022 – Nick provided letter to Jennifer. Jennifer to review and confirm documents and recommend the Board consider preliminary acceptance of the improvements. 10/25/2022 – The Board accepted the improvements subject to final review by counsel and President Wyckoff. 02/28/2023 – Erin is working with the developer’s bank to acquire LOC and then documents to finalize initial acceptance will be finalized. 4/25/2023 – LOC received. Board to ratify warranty agreement at May meeting.
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.

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
Evaporation Pond Matters	1/1/19	Nick	N/A	1		X				<p>1/5/2021: Profile has not changed. Brad to submit to CDPHE again. Need to finalize easement with Jay. If cannot be finalized in 2 weeks, Board to consider moving forward with condemnation proceedings.</p> <p>1/7/2021: New list started. Items preceding 2021 on prior action items lists.</p> <p>1/7/2021: Brad to review options available to expedite process through CDPHE.</p> <p>1/20/2021: Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed to construct pond.</p> <p>2/2/2021: Brad working to finalize easement agreement and legal description. Brad to send to Lisa for next steps when complete.</p> <p>2/2/2021: Brad will provide updated cost estimate.</p> <p>4/9/2021: Brad asked to schedule a meeting with the committee to review additional information / may ask Nick to assist with Evaporation Pond project.</p> <p>5/4/2021: Brad informed the Board that he is no longer able to continue with this project. The Board asked Lisa to gather a list of qualified firms and contact them to solicit interest and a proposal.</p> <p>7/6/2021: Nick to start working on the evaporation pond and prepare a new exhibit related to final easement with Jay Skolnick.</p> <p>7/19/21: Board has approved Element to complete the evaporative pond design. Work is ongoing.</p> <p>8/13/21: Design work on the evaporation pond and EDOP report is ongoing. Element is finalizing the easement with direct correspondence between Element and Jay's engineer for CCR Filing 2.</p> <p>9/7/21: Nick is preparing an alternatives analysis regarding pond location and will present his findings at the October board meeting.</p> <p>1/24/22: The board selected the western pond location with the concentrate line in Hudson Mile Road. The design is now being completed in that location.</p> <p>1/24/22: Element requested quotes for utility potholing to confirm utility location and depth for crossings.</p> <p>2/23/2022 – Element working on permit requirements with Adams</p>

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

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										<p>County.</p> <p>3/25/2022 – Public Meeting will be held on April 5th. Property owners were notified via mail.</p> <p>06/01/2022 – Element to finalize reports to submit to CDPHE and ADCO the week of May 30, 2022.</p> <p>6/28/22 – reports and submittals made to CDPHE and ADCO.</p> <p>10/25/2022 – Nick responded to comments from Adams County.</p> <p>02/28/2023 – Board determined to use CMAR process. Nick is working with Jennifer and Erin to document process for bidding, contract docs. etc.</p>
RO Treatment Plant Upgrade	2/19/19	Nick	N/A	1		X				<p>12/1/2020: Nick provided updated to Board. Finalizing 95% plans. Followed up with CDPHE to get comments. No comments or questions received to date. Ran into issue with the concentrate line which was discussed with the Board.</p> <p>1/5/2021: No comments received from CDPHE yet.</p> <p>1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.</p> <p>4/9/2021: Nick will follow up with CDPHE on status of final project approval. Bids are due by April 16, 2021.</p> <p>5/4/2021: BOD awarded contract to Moltz Construction. Nick to draft Notice of Award etc. BOD to review CM proposal and provide comments to Rob by 5/12/2021.</p> <p>7/6/2021: Nick to prepare major PUD amendment and process through Adams County</p> <p>7/19/21: Major PUD amendment notifications were sent out to required residences. The required public meeting will be held on 8/3. The application will be submitted to Adams County shortly after.</p> <p>8/5/21: PUD Application submitted to Adams County.</p> <p>8/20/21: Contractor requested permission to mobilize onsite. Permission granted.</p> <p>9/16/21: Pre-construction meeting held to discuss access and begin site stage.</p> <p>12/28/2021 – Nick and John attended planning commission meeting. Planning Commission approved the plan and recommends approval by BOCC in January.</p>

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
										1/11/22 – Nick and John attended the BOCC meeting. The project was approved at this meeting. 1/24/22 – Design to remove the sump by lowering the concentrate line in Rayburn are being finalized. This will be issued to the contractor as Field Order No. 1. 2/23/2022 – Project began in February. 3/25/2022 – Pay Apps 1-3 have been submitted and CO#1 has been submitted. 06/01/2022 – CO’s 2-5 have been approved and pay apps 1-6 as well. 7/26/2022 – CO’s 2-6 have been approved and pay apps 1-7 as well. 8/29/2022 CO’s 1-7 have been approved and pay apps. 1-8 as well. 10/05/2022 – punchlist walk is scheduled for 10/06/2022. 10/25/2022 – Substantial completion was provided to Moltz. 02/28/2023 – furniture has been installed. Staff is working with CMIT on IT proposal and agreement with Comcast for internet service. 3/28/2023 – MSA/SOW received from CMIT and transmitted to Erin for review. 4/25/2023 – CMIT fully executed and equipment ordered. Open Path up and running and Shauna is working on tutorial.
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.

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Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
										12/8/21: Quote for new replacement submitted by Generator Source. 12/28/2021- Mike presented proposal at December meeting.
GFPD – Emergency Response Plan	01/04/2022	Mike Lisa	N/A	2						Mike and Lisa to contact GFPD to discuss emergency response plan in the event of a fire. 06/28/2022 – Mike to discuss with GBFPD and HFPD. 7/26/2022 – Mike confirmed GBFPD is the service provider and will schedule a meeting to discuss a plan.
WELL AND WATER MATTERS										
19CW3231 – Statement of Opposition	3/3/2020	Matt	N/A	1		X				2/28/2020: Statement of opposition filed with Court.
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. 4/25/2023 – ICA with HOA approved by BOD at the April meeting.



Date: April 25, 2023

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

From: Lisa A. Johnson, District Manager

Re: May 2, 2023 Manager's Report

Agenda Action Items

II.A. Consent Agenda

1. Approve the Minutes of the April 4, 2023 special meeting regular meeting.
2. Ratify approval of the payment of claims for the period ending April 30, 2023 in the amount of \$65,337.23.
3. Acceptance of unaudited financial statements for the period ending March 31, 2023, Schedule of Cash Position updated as of April 20, 2023, and Inclusion Summaries.
4. Operations and Maintenance Activities Report.
5. Review meter installation report.
6. Ratify approval of the Warranty Agreement (Country Club Ranchettes Filing No. 1)
7. Ratify approval of the Warranty Agreement (Ridgeview Estates Filing No. 1)
8. Ratify approval of Independent Contractor Agreement with Hydro Optimization and Automation Solutions, Inc.
9. Ratify approval of contract with Simply Strong, LLC d/b/a MaidPro
10. Ratify approval of contract with CMIT for IT Services.

I recommend approval of the consent agenda items.

VI.A. Public Hearing on Inclusion of Country Club Ranchettes, Filing No. 2.

Staff continues to work diligently with developer's counsel to finalize the inclusion agreement as well as an amendment to the Homestead Heights II inclusion agreement. I will ask the Board to open the public hearing on this inclusion matter and continue it to the June Board meeting to allow the finalization of both agreements.

VII.C. Ridgeview Estates

Updates provided in the Engineer's Report.

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

Update provided above.

Review of monthly Water Resumes and Other Water Related Matters

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

Update on other District Related Matters and/or Committee Meetings

Open Path software is up and running at the new RO Plant and Ms. D'Amato is working to add staff and the Board to the software. A tutorial will be forthcoming. CMIT contract was finalized and the equipment has been ordered. Ms. D'Amato is diligently working to locate an electrician to complete the work that is needed prior to CMIT's equipment installation.

Staff has scheduled a meeting with Epic Estates to discuss next steps on their request for inclusion.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT APRIL 4, 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, April 4, 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”)

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: Director Wyckoff provided an update on the Reverse Osmosis Water Treatment Facility. He reported that he met with Comcast two weeks ago for the installation of the new internet service. He met with Greeley Lock & Key to confirm that the door locking mechanism is working. Ms. D’Amato is scheduling the remaining electrical work that is needed. Director Wyckoff also met with Mr. Marcotte to review and discuss the wiring for the phone and computer connections that were installed in the facility and that they were installed per the approved plans.

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.

RECORD OF PROCEEDINGS

CONSENT AGENDA

The Board considered the following actions:

1. Approve the Minutes of the March 7, 2023 regular meeting.
2. Ratify approval of the payment of claims for the period ending March 29, 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.

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

FINANCIAL MATTERS

None.

ENGINEER'S REPORT

The Board reviewed the Engineer's Report. A copy of the report is attached hereto and incorporated herein by this reference.

CAPITAL PROJECTS UPDATES:

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

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

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

OPERATIONS / MAINTENANCE MATTERS

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

Proposal from HOA Services for Annual SCADA Maintenance: Mr. Murphy presented the proposal to the Board. Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Rogers and, upon vote, unanimously carried, the Board approved the proposal, as presented, and authorized staff to prepare an agreement.

Sanitary Survey Results and Responses: Mr. Murphy reviewed his responses to the sanitary survey with the Board.

Master Service Agreement ("MSA") and Statements of Work ("SOW") with CMIT: Ms. Johnson presented the MSA and SOW to the Board and noted that they have been reviewed by the District's legal counsel. She will provide the requested revisions to CMIT for their review and acceptance.

RECORD OF PROCEEDINGS

LEGAL MATTERS

Resolution No. 2023-04-01: Concerning the Imposition of Availability of Service or Facilities Charges: Ms. Johnson presented the Resolution 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 adopted Resolution No. 2023-04-01: Concerning the Imposition of Availability of Service or Facilities Charges.

OTHER MATTERS

Status of Homestead Heights/Country Club Ranchettes #1:

Amendment to the Warranty Agreement: Following review and discussion, upon a motion duly made by Director Wyckoff, seconded by Director Jacoby and, upon vote, unanimously carried, the Board approved the Amendment to the Warranty Agreement.

Status of Hayesmount Estates: Ms. Johnson provided an update and noted that all system development fees have now been paid for this subdivision.

Status of Ridgeview Estates: No new updates.

Status of Country Club Ranchettes Filing #2: Ms. Johnson provided an update and noted that an inclusion hearing is scheduled for consideration by the Board at the May 2, 2023 Board meeting.

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 5:24 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Greatrock North Water & Sanitation District
Claims List
April 24, 2023

Vendor	Invoice #	Date	Amount
*CenturyLink	7191112907APR23	4/1/2023	\$ 368.51
*My Asset Map LLC	E5F5CDB-0062	3/28/2023	199.99
*United Power Inc	12341500MAR23	3/31/2023	446.88
*United Power Inc	23129500MAR23	3/31/2023	1,420.11
*United Power Inc	2893502MAR23	3/31/2023	645.03
*United Power Inc	6666302MAR23	3/31/2023	855.72
*United Power Inc	7891601MAR23	3/31/2023	251.01
*Xcel Energy	5336053542MAR23	3/31/2023	135.84
*Xcel Energy	5398600067MAR23	3/31/2023	48.04
		Auto Pay	\$ 4,371.13
Badger Meter, Inc.	1569580	4/25/2023	\$ 26.10
Badger Meter, Inc.	80122169	4/25/2023	446.78
Bishop Brogden Associates, Inc	51573	4/25/2023	927.50
Bishop Brogden Associates, Inc	51703	4/25/2023	2,987.25
CliftonLarsonAllen LLP	3647778	4/25/2023	60.00
CliftonLarsonAllen LLP	3647778	4/25/2023	630.00
CliftonLarsonAllen LLP	3648949	4/25/2023	4,272.56
CliftonLarsonAllen LLP	3540200	4/25/2023	7,140.40
CliftonLarsonAllen LLP	3647778	4/25/2023	10,293.53
CliftonLarsonAllen LLP	3647777	4/25/2023	3,754.69
CNA Surety	15154005	4/25/2023	255.00
Diversified Underground	27380	4/25/2023	355.00
Diversified Underground	27380	4/25/2023	2,850.00
Element Engineering, LLC	0001C-03	4/25/2023	240.00
Element Engineering, LLC	0003B-01	4/25/2023	480.00
Elite Industries, Inc.	21613	4/25/2023	1,075.00
Hayes Poznanovic Korver LLC	47792	4/25/2023	2,075.00
Hayes Poznanovic Korver LLC	47791	4/25/2023	200.00
Hayes Poznanovic Korver LLC	47793	4/25/2023	48.00
John Wyckoff*	Reimb - Towel Holder	4/25/2023	53.25
Lock & Key	26993943	4/25/2023	137.00
Pest Predator	3537	4/25/2023	240.00
Ramey Enviromental Compliance, Inc	25485	4/25/2023	9,899.57
Ramey Enviromental Compliance, Inc	25504	4/25/2023	332.50
Ramey Enviromental Compliance, Inc	25485	4/25/2023	1,819.92
United Site Services, Inc	INV-01610011	4/25/2023	224.00
Utility Notification Center of Colorado	223020623	4/25/2023	176.73
Utility Notification Center of Colorado	223030657	4/25/2023	72.24
White & Jankowski LLP	18736	4/25/2023	3,856.00
White Bear Ankele Tanaka & Waldron	27251	4/25/2023	199.88
White Bear Ankele Tanaka & Waldron	27251	4/25/2023	5,838.20
		Bill.com	\$ 60,966.10
Grand Total			<u>\$ 65,337.23</u>

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

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

	Enterprise
CURRENT ASSETS	
First Bank - Checking	\$ 159,950
First Bank - Lockbox	205,917
Colostrust	3,579,792
Accounts Receivable - Customers	23,639
Accounts Receivable - Certified with County	1,374
Receivable from County Treasurer	87,811
AR - Horse Creek Retreat	2,429
AR - Inclusions	34,722
Prepaid Insurance	450
Total Current Assets	4,096,084
CAPITAL ASSETS	
Water Distribution System	9,625,966
Land	94,243
Water Rights	980,105
Easements	152,989
Construction in Progress	3,871,094
Accumulated Depreciation	(4,066,574)
Net Capital Assets	10,657,823
OTHER ASSETS	
Prepaid Bond Insurance, Net	17,745
Deferred Loss on Refunding	60,038
Other Assets	77,783
TOTAL ASSETS	\$ 14,831,690
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES	
CURRENT LIABILITIES	
Accounts Payable	\$ 181,510
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	391,955
LONG - TERM LIABILITIES	
Loan - Series 2020	1,565,000
GO Bonds - Series 2017	4,375,000
Bond Premium, Net	223,605
Total Long-Term Liabilities	6,163,605
DEFERRED INFLOWS OF RESOURCES	
Unearned Service Fees	4,487
Total Deferred Inflows of Resources	4,487
NET POSITION	
Net Position	8,271,643
Total Net Position	8,271,643
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES	
AND NET POSITION	\$ 14,831,690

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 THREE MONTHS ENDED MARCH 31, 2023

ENTERPRISE FUND

	Year to Date Actual
OPERATING REVENUES:	
Service Charges - Greatrock	\$ 21,923
Service Charges - Rocking Horse	15,900
Service Charges - Box Elder	38,203
Service Charges - Hayesmount	3,118
Inspection Fees	2,790
Transfer Fees	350
Utility Penalties	674
Box Elder - Water Lease Irrigation	7,500
TOTAL OPERATING REVENUES	90,458
OPERATING EXPENSES:	
Utilities	11,545
Customer Billing	11,341
Distribution System Mntc	9,749
Engineering - Administration	2,180
Equipment and Tools	288
Facility Maintenance & Repair	6,215
Generator Preventative Mntc	3,168
GIS	600
Locates	6,992
Operator Services	20,343
Plant Supplies	1,959
Testing and Reporting	1,451
Water Meters - Cap	150
Water Rights Dev - Eng.	11,556
Water Rights Dev - Legal	10,227
TOTAL OPERATING EXPENSES	97,764
NET INCOME (LOSS)	(7,306)
OTHER REVENUES AND (EXPENDITURES)	
Property Taxes	478,381
Specific Ownership Taxes	17,044
Interest Income	40,608
Available of Service Fees	540
Accounting	(9,440)
County Treasurer's Fee	(7,176)
Directors' Fees	(1,400)
District Management	(30,384)
Election	(2,012)
Insurance and Bonds	(25,147)
Legal	(14,886)
Miscellaneous	(2,581)
TOTAL OTHER REVENUES AND (EXPENDITURES)	443,547
CHANGE IN NET POSITION	436,241
BEGINNING NET POSITION	7,835,400

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 THREE MONTHS ENDED MARCH 31, 2023**

ENTERPRISE FUND

ENDING NET POSITION	\$ <u>8,271,641</u>
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SUPPLEMENTARY INFORMATION

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

ENTERPRISE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>	<u>YTD Actual / Annual Budget</u>
REVENUES				
Service Charges - Greatrock	\$ 225,310	\$ 21,923	\$ (203,387)	9.73 %
Service Charges - Rocking Horse	165,803	15,900	(149,903)	9.59 %
Service Charges - Box Elder	262,287	38,203	(224,084)	14.57 %
Service Charges - Hayesmout	35,272	3,118	(32,154)	8.84 %
Inspection Fees	2,000	2,790	790	139.50 %
Transfer Fees	3,000	350	(2,650)	11.67 %
Utility Penalties	5,000	674	(4,326)	13.48 %
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	478,381	(544,175)	46.78 %
Specific Ownership Taxes	71,579	17,044	(54,535)	23.81 %
Interest Income	30,000	40,608	10,608	135.36 %
Available of Service Fees	24,480	540	(23,940)	2.21 %
TOTAL REVENUES	<u>1,884,347</u>	<u>627,031</u>	<u>(1,257,316)</u>	<u>33.28 %</u>
EXPENDITURES				
Administrative	299,388	93,026	206,362	31.07 %
Operations	874,609	97,763	776,846	11.18 %
Capital	3,658,054	7,163	3,650,891	0.20 %
Debt Service	386,610	-	386,610	-%
TOTAL EXPENDITURES	<u>5,218,661</u>	<u>197,952</u>	<u>5,020,709</u>	<u>3.79 %</u>
OTHER FINANCING SOURCES (USES)				
TOTAL OTHER FINANCING SOURCES (USES)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-%</u>
REVENUES OVER (UNDER) EXPENDITURES - BUDGET BASIS	<u>(3,334,314)</u>	<u>429,079</u>	<u>3,763,393</u>	
BEGINNING FUNDS AVAILABLE		<u>3,460,559</u>		
ENDING FUNDS AVAILABLE		<u>\$ 3,889,638</u>		
ADJUSTMENTS TO RECONCILE BUDGET BASIS TO GAAP BASIS				
Capital Assets, Net		10,657,824		
Debt Obligation, Net		(6,271,334)		
Deferred Inflow of Resources		(4,487)		
ENDING NET POSITION		<u>\$ 8,271,641</u>		

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

GREATROCK NORTH WATER & SANITATION DISTRICT
SCHEDULE OF EXPENDITURE DETAIL
FOR THE THREE MONTHS ENDED MARCH 31, 2023

ENTERPRISE FUND

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget
Administrative				
Accounting	\$ 50,000	\$ 9,440	\$ 40,560	18.88 %
Audit	13,000	-	13,000	-
County Treasurer's Fee	15,338	7,176	8,162	46.79 %
Directors' Fees	6,000	1,400	4,600	23.33 %
District Management	90,000	30,384	59,616	33.76 %
Dues and Membership	1,400	-	1,400	-
Election	50,000	2,012	47,988	4.02 %
Insurance and Bonds	21,000	25,147	(4,147)	119.75 %
Legal	44,150	14,886	29,264	33.72 %
Miscellaneous	8,000	2,581	5,419	32.26 %
Payroll Taxes	500	-	500	-
Total Administrative	299,388	93,026	206,362	31.07 %
Operations				
Utilities	75,000	11,545	63,455	15.39 %
Contingency	70,000	-	70,000	-
Customer Billing	36,000	11,341	24,659	31.50 %
Distribution System Mntc	22,900	9,749	13,151	42.57 %
Engineering - Administration	20,100	2,180	17,920	10.85 %
Engineering - Operations	33,000	-	33,000	-
Equipment and Tools	5,000	288	4,712	5.76 %
Facility Maintenance & Repair	53,600	6,215	47,385	11.60 %
Generator Preventative Mntc	15,000	3,168	11,832	21.12 %
GIS	3,000	600	2,400	20.00 %
Locates	9,000	6,992	2,008	77.69 %
Meter Reading	1,000	-	1,000	-
Operator Services	129,524	20,343	109,181	15.71 %
Plant Supplies	22,000	1,959	20,041	8.90 %
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	11,556	42,444	21.40 %
Water Rights Dev - Legal	135,000	10,227	124,773	7.58 %
Well - Rehab & Repair	90,000	-	90,000	-
Total Operations	874,609	97,764	776,845	11.18 %
Capital				
Concentrate Pond	3,658,054	5,803	3,652,251	0.16 %
Reverse Osmosis Unit Upgrade	-	1,360	(1,360)	-
Total Capital	3,658,054	7,163	3,650,891	0.20 %
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	\$ 197,953	\$ 5,020,708	3.79 %

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
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
March 31, 2023
Updated as of April 20, 2023

	Enterprise Fund
<u>First Bank - Checking Account (7792)</u>	
Balance as of March 31, 2023	\$ 159,950.22
Subsequent activities:	
04/03/23 - Deposit	1,276.45
04/04/23 - Deposit	695.71
04/05/23 - Deposit	207.78
04/06/23 - Deposit	764.57
04/06/23 - Deposit - Charge Back	(302.76)
04/06/23 - Directors' Fees	(538.25)
04/07/23 - Bill.com Payments	(129,659.20)
04/07/23 - Deposit	154.90
04/10/23 - Deposit	330.38
04/13/23 - Deposit	452.17
04/17/23 - Deposit	277.13
04/18/23 - Deposit	358.26
04/19/23 - Deposit	1,438.34
<i>Anticipated CenturyLink ACH</i>	(369.27)
<i>Anticipated United Power ACH</i>	(3,618.75)
<i>Anticipated Xcel - ACH</i>	(183.98)
<i>Anticipated MyAssetMap ACH</i>	(199.99)
<i>Anticipated Transfer from CT</i>	45,000.00
<i>Anticipated Bill.com Payments</i>	(53,825.70)
<i>Anticipated balance</i>	22,208.01
<u>First Bank - Lockbox Account (3070)</u>	
Balance as of March 31, 2023	205,916.91
Subsequent activities:	
04/04/23 - Paymentech Fee	(30.00)
04/30/23 - Deposit (Utility Payments) - April	22,413.72
<i>Anticipated balance</i>	228,300.63
<u>ColoTrust - General (8001)</u>	
Balance as of March 31, 2023	3,579,791.66
Subsequent activities:	
04/10/23 - PTAX - MAR23	87,810.57
<i>Anticipated Transfer to 1st Bank</i>	(45,000.00)
<i>Anticipated balance</i>	3,622,602.23
<i>Grand Total</i>	\$ 3,873,110.87

Yield information as of 03/31/23:

FirstBank Lockbox - 0.05%

ColoTrust - 4.8592%

**GREATROCK NORTH WATER AND SANITATION DISTRICT
Property Taxes Reconciliation
2023**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
							Monthly	Y-T-D		Monthly	Y-T-D	
Beg Balance												
January	\$ -	\$ -	\$ 5,611.48	\$ -	\$ -	\$ 5,611.48	0.00%	0.00%	\$ 13,788.83	0.82%	0.82%	
February	395,156.90	-	5,613.70	-	(5,927.35)	394,843.25	38.64%	38.64%	56,379.08	4.99%	5.81%	
March	83,224.41	-	5,819.26	15.49	(1,248.59)	87,810.57	8.14%	46.78%	412,070.07	40.24%	46.06%	
April	-	-	-	-	-	-	0.00%	46.78%	57,333.50	5.67%	51.73%	
May	-	-	-	-	-	-	0.00%	46.78%	60,849.73	5.48%	57.21%	
June	-	-	-	-	-	-	0.00%	46.78%	407,442.84	39.80%	97.01%	
July	-	-	-	-	-	-	0.00%	46.78%	21,786.28	0.79%	97.80%	
August	-	-	-	-	-	-	0.00%	46.78%	17,995.76	1.13%	98.93%	
September	-	-	-	-	-	-	0.00%	46.78%	9,522.00	0.20%	99.13%	
October	-	-	-	-	-	-	0.00%	46.78%	6,640.52	0.02%	99.15%	
November	-	-	-	-	-	-	0.00%	46.78%	6,304.56	0.02%	99.17%	
December	-	-	-	-	-	-	0.00%	46.78%	6,036.26	0.00%	99.17%	
	\$ 478,381.31	\$ -	\$ 17,044.44	\$ 15.49	\$ (7,175.94)	\$ 488,265.30	46.78%	46.78%	\$ 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%	\$ 310,440.54	46.78%
Debt Service Fund	358,979.00	35.11%	167,940.77	46.78%
	<u>\$ 1,022,556.00</u>	<u>100.00%</u>	<u>\$ 478,381.31</u>	<u>46.78%</u>

	31.323
	16.945
<u>\$ 21,184,980</u>	<u>48.268</u>

Specific Ownership Tax

General Fund	\$ 46,450.00	64.89%	\$ 11,060.71	23.81%
Debt Service Fund	25,129.00	35.11%	5,983.73	23.81%
	<u>\$ 71,579.00</u>	<u>100.00%</u>	<u>\$ 17,044.44</u>	<u>23.81%</u>

Treasurer's Fees

General Fund	\$ 9,953.00	64.89%	\$ 4,656.55	46.79%
Debt Service Fund	5,385.00	35.11%	2,519.39	46.79%
	<u>\$ 15,338.00</u>	<u>100.00%</u>	<u>\$ 7,175.94</u>	<u>46.79%</u>

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

Greatrock North Water and Sanitation District
Inclusion Detail Report
As of March 31, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance	
401255 · AR - Country Club Ranch #2 Inclusion								
					2019 Totals	31,269.51	28,351.10	2,918.41
					2020 Totals	36,503.23	32,000.00	4,503.23
					2021 Totals	30,810.75	41,939.76	(11,129.01)
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	
Bill	03/31/2023	3647778	CliftonLarsonAllen LLP	Inclusion Costs	630.00	-	4,888.09	
Bill	03/31/2023	3594165	CliftonLarsonAllen LLP	Inclusion Costs	60.00	-	4,948.09	
					2023 Totals	4,523.75	-	4,523.75
Total 401255 · AR - Country Club Ranch #2 Inclusion					117,238.95	112,290.86	4,948.09	

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 March 31, 2023

Type	Date	Num	Name	Memo	Debit	Credit	Balance	
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
Bill	03/31/2023	51573	Bishop Brogden Associates, Inc	Inclusion Costs	927.50	-	927.50	
					2023 Totals	927.50	-	927.50
Total 401258 · AR - Homestead Heights/CC#1 Inclusion					32,290.29	28,625.00	3,665.29	
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					6,787.87	15,000.00	(8,212.13)	
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					2,428.75	3,000.00	(571.25)	

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 March 16th, 2023 – April 14th, 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.

03/16/23 (4.0hr) Completed routine checks at each facility.

03/17/23 (4.0hr) Completed routine checks at each facility.

03/20/23 (4.0hr) Completed routine checks at each facility.

03/21/23 (4.0hr) Completed routine checks at each facility. Brought the new electric transfer pump from REC to BE to be used to fill the antiscalant tank for the RO's. Manually filled RHF tank. Reset communication to ALV Well #1 to operate when asked to fill the tanks automatically.

03/22/23 (4.0hr) Completed routine checks at each facility.

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

03/24/23 (4.0hr) Completed routine checks at each facility.

03/27/23 (4.0hr) Completed routine checks at each facility. Responded to a residence complaint of high pressure at 16755 Stroilway St. Checked pressure inside and outside to find the pressure within normal range. Suggested to resident that if a lower pressure was needed to have a plumber install a pressure reducing valve.

03/28/23 (4.0hr) Completed routine checks at each facility. Completed monthly work orders.

03/29/23 (4.0hr) Completed routine checks at each facility. Lowered chlorine pumping speed to keep chlorine residual consistent at current levels. Cleaned GRN pump station.

03/30/23 (4.0hr) Completed routine checks at each facility. Completed March monthly work orders. Completed general cleaning in pump and well houses.

03/31/23 (4.0hr) Completed routine checks at each facility.

04/03/23 (4.0hr) Completed routine checks at each facility. Collected all the monthly and quarterly samples and delivered to Colorado Analytical.

04/04/23 (4.0hr) Completed routine checks at each facility. Responded to a meter leak at 28395 E 163rd Pl. Turned the water off and pumped the pit out then attempted to replace the meter but the service side of the yoke is damaged. Contacted American West Construction to provide estimate for repair.

04/05/23 (4.0hr) Completed routine checks at each facility. Began working on April monthly work orders.

04/06/23 (4.0hr) Completed routine checks at each facility. Met with American West Construction to for site walk to provide proposal to assist with determining source of backpressure to old RO building and repairs at 28395 E 163rd PL.

04/07/23 (4.0hr) Completed routine checks at each facility.

04/10/2023 (4.0hr) Routine site visit. Regular rounds and checks of each facility. Started working the manual meter read list and replacing ERTs that will not reset.

04/11/23 (4.0hr) Completed routine checks at each facility. Continued working on the manual meter read list. Opened the RHF tank fill valve to 20 GPM due to usage increasing the last two days.

04/12/23 (4.0hr) Completed routine checks at each facility. Opened up RHF fill valve to 24 GPM to meet the average daily demand. Completed manual meter read list and sent readings over to the billing department. Installed ERTs on meters that did not have them on yet and replaced faulty ERTs in RHF.

04/13/23 (4.0hr) Completed routine checks at each facility.

04/14/23 (4.0hr) Completed routine checks at each facility. Continued to work on monthly work orders.

March 16th – April 14th, 2023

RO Run Time	69.7
RO Concentrate Flow: 1 Pond (South)	230,010

Sampled Date: April 3, 2023

Monthly Testing	TDS (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Hardness (mg/L)
BE	216 mg/L	10.9 mg/L	2.10 mg/L	35.8 mg/L
RHF	253 mg/L	19.1 mg/L	3.8 mg/L	33.5 mg/L
GRN	233 mg/L	10.6 mg/L	1.98 mg/L	34.8 mg/L

Installed From: 03/12/23 To: 04/12/23

Current Account	Name	Location	Service Address	SVC	Svc Size	Svc Type	User Type	Flat Chg Amount	Last Bill Amount	Last Bill Date	Install Date	Line Code	Meter Status
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**WARRANTY AGREEMENT
(Country Club Ranchettes Filing No. 1)**

This WARRANTY AGREEMENT (“**Agreement**”) is entered into to become effective as of the 8th day of February, 2023, by and between COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company, its successors and permitted assigns (the “**Developer**”), and GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, the District has initially accepted certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”) constructed by the Developer pursuant to the Initial Acceptance Resolution, dated February 7, 2023 (the “**Initial Acceptance Resolution**”); and

WHEREAS, Developer wishes to convey the Public Infrastructure set forth in **Exhibit A**, attached hereto and incorporated by reference (“**Country Club Ranchettes Improvements**”), to the District; and

WHEREAS, the District wishes to accept Country Club Ranchettes Improvements on the conditions stated within the Initial Acceptance Resolution and the District’s reissued Rules and Regulations, dated December 3, 2019, as amended (the “**Rules and Regulations**”); and

WHEREAS, the Developer executed a Bill of Sale, dated January 17, 2023, conveying the Country Club Ranchettes Improvements to the District as required by the Initial Acceptance Resolution; and

WHEREAS, pursuant to the Rules and Regulations, the District requires a warranty period on any public infrastructure; and

WHEREAS, the District and the Developer desire to state their intentions with regards to the warranty for the Country Club Ranchettes Improvements initially accepted under the Initial Acceptance Resolution.

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

TERMS AND CONDITIONS

1. **Warranty.** The Developer agrees to warrant, keep in good repair, and to make any repairs or changes required by the District to the Country Club Ranchettes Improvements described in **Exhibit A** until they are finally accepted by the District. The Developer warrants to the District that the Country Club Ranchettes Improvements are of good quality and new unless otherwise required or permitted, and that (1) the Country Club Ranchettes Improvements conform to the approved plans and specifications under which the Country Club Ranchettes Improvements were constructed; and (2) such Country Club Ranchettes Improvements conform to all applicable standards for construction of the same. Country Club Ranchettes Improvements not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and require correction hereunder as recommended

by the District's engineer ("**District Engineer**"). All warranties provided in the underlying construction documents for the Country Club Ranchettes Improvements, including warranties for materials, subcontractors and material suppliers are hereby assigned to the District.

Developer shall also obtain and maintain all permits, licenses, and other consents required from all government authorities, utility companies, and appropriate parties under any restrictive covenants in connection with its work on the Country Club Ranchettes Improvements until such permits licenses, and other consents are deactivated or otherwise satisfied and closed and shall maintain the area covered by the permit licenses, and other consents to the satisfaction of the issuing jurisdiction and the District. Developer warrants that no claims exist or will be submitted against the District.

2. **Bond.** To secure Developer's obligation as to the warranty prior to the point at which the Country Club Ranchettes Improvements are finally accepted by the District, the Developer shall furnish a warranty bond substantially in the form set forth in **Exhibit B** attached hereto. The warranty bond must be in a bond amount of five percent (5 %) of the value of the Country Club Ranchettes Improvements. The warranty bond period will extend to a date one (1) year from the date of the Initial Acceptance Resolution. The Developer shall deliver the fully executed warranty bond to the District within thirty (30) days of the District's issuance of its Initial Acceptance Resolution.

3. **Process for Cure.** The District may provide written notice to the Developer of any claimed defect in the Country Club Ranchettes Improvements at any time within the warranty Period (the "**Claim Notice**"). The Developer shall cause the defect to be cured at no cost to the District within thirty (30) days following its receipt of the Claim Notice; provided, however, that if the defect cannot be reasonably cured within such thirty (30) day period, the Developer shall cause work to be initiated to cure the defect within such thirty (30) day period, and shall diligently proceed to completion, but in no event shall such cure continue for more than ninety (90) days without notice to the District and written consent of the District agreeing to such extended cure period. The District, through the District Engineer, shall have the right to inspect and approve the warranty work, which approval shall be in the District's reasonable discretion based upon the District Engineer's recommendation. If the Developer fails to cause the defect to be cured within the applicable cure period, it shall be deemed a default hereunder and the District may proceed to enforce all reasonable and legal action to cure the defect.

4. **No Liens.** The Developer hereby represents that no liens or claims have been filed against the property and agrees to resolve any claims, related to the construction of the Country Club Ranchettes Improvements, at its expense and to indemnify and hold harmless the District, its successors, and assigns against all liabilities, losses and/or damages of any kind arising out of any liens claims, demands, costs, judgments, and/or other expenses associated with any act or omission of the Developer in the performance of construction of the Country Club Ranchettes Improvements; the foregoing specifically includes, without limitation, attorney's fees. Any and all damage or incidents must be reported to the District immediately after its occurrence.

5. **Default/Remedies.** With the specific exception of a default in the Developer's cure of any claimed defect of the Country Club Ranchettes Improvements, which shall be governed under the provisions of Section 2, if either party to this Agreement fails to perform in accordance with the terms of this Agreement, after giving ten (10) days written notice to the other party of the alleged default, and upon said party in default having failed to cure said breach within ten (10) days, the other party shall have the right to pursue any remedy available by law or in equity.

6. **No Assignment.** This Agreement, inclusive of any of the rights, obligations, duties and/or authority hereunder, may not be assigned, in whole or in part, by either the District or the Developer without the prior, written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the forgoing, this Agreement may be assigned to a developer that acquires all or substantially all of the property within the District. Any assignment made in violation of this Section shall be immediately void and of no force or effect. Consent to one assignment shall not constitute consent to any subsequent assignment, nor shall it constitute a waiver of any right to consent to such subsequent assignment. For purposes of this Agreement, assignments shall include all delegations.

7. **Modification.** This Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by both parties with the same formalities as this Agreement. Any modification in violation of this provision shall be null and void.

8. **Severability.** If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

9. **Survival of Obligations.** Unfulfilled obligations of both the District and the Developer arising under this Agreement shall be deemed to survive any expiration, termination by court order, or other end to this Agreement. All such obligations shall be binding upon, and inure to the benefit of, either the District or the Developer, or both as applicable, their respective successors, assigns, and legal substitutes.

10. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. **Governmental Immunity.** Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of the District's rights and protections under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer upon, or give to, any third person or entity that is not a party hereto any right, remedy, or claim hereunder. All of the covenants, terms, conditions, and provisions of this Agreement exist for the sole and exclusive benefit of the District and the Developer.

13. **Notices.** Except as otherwise provided herein, all notices or payments given under this Agreement must be made in writing and shall be hand delivered, sent by Certified U.S. Mail with return receipt requested, sent via First Class U.S. Mail, or sent via facsimile to the following addresses:

District: Greatrock North Water and Sanitation District
c/o White, Bear Ankele Tanaka & Waldron
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Jennifer Gruber Tanaka, Esq.

Developer: Country Club Ranchettes, LLC
1635 E. Layton Dr.
Englewood, CO 80113-7000
Attn: Jay Scolnick

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after sent via email, hand delivery or facsimile, or three (3) days after deposit with the United States Postal Service. Either the District or the Developer may change the address to which future notices shall be sent by written notice, sent as described above.

13. **Prevailing Party.** In the event of any litigation between the District and the Developer concerning the subject matter of this Agreement, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by said prevailing party during litigation.

14. **Further Assurances.** The District and the Developer each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their respective obligations hereunder.

15. **Compliance with Laws.** This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed. The Developer declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the consulting services under this Agreement.

16. **Waivers.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein. No waiver of any default hereunder shall be deemed to constitute a waiver of any subsequent default hereunder.

17. **Binding Effect.** This Agreement shall inure to, and be binding upon, the District and/or the Developer, their respective successors and assigns.

18. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. **Conflicting Provisions.** This Agreement shall control over those conflicting provisions of the underlying construction contracts for the Improvements. With the exception of such conflicting provisions, the construction contracts shall govern.

Entered into and executed as of the date first written above.

DEVELOPER:

COUNTRY CLUB RANCHETTES, LLC, a Colorado limited liability company

Jay B Scolwick
By: Jay B Scolwick

Its: Manager

DISTRICT:

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

DocuSigned by:
John D. Wolff
BF95E2EFB09141F...
Officer of the District

ATTEST: DocuSigned by:
Brian Rogers
C370CF2BC783493...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:
Jennifer Gruber Tanaka
B0DED6483101403...
General Counsel to the District

**EXHIBIT A
IMPROVEMENTS**

Nine thousand two hundred and seventy five (9,275) linear feet of eight inch (8") waterline, fourteen (14) fire hydrants, and sixty-one (61) three quarter inch ($\frac{3}{4}$ ") water services with curb stops and meter pits, two (2) eight inch (8") pressure sustaining valves, twenty four (24) eight inch (8") gate valves as more specifically set forth in the final plat for Country Club Ranchettes - Filing No. 1, recorded at Reception # 2020000006698, part of the Southwest Quarter of Section 2, Township 1 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado.

**EXHIBIT B
WARRANTY BOND**

<p>Developer</p> <p>Name: Country Club Ranchettes, LLC</p> <p>Address <i>(principal place of business)</i>: 1635 E. Layton Dr. Englewood, CO 80113-7000</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address <i>(principal place of business)</i>: [Insert address of Surety's principal place of business]</p>
<p>District</p> <p>Name: Greatrock North Water and Sanitation District</p> <p>Address <i>(principal place of business)</i>: c/o WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122</p>	<p>Agreement</p> <p>Warranty Agreement, dated February 8, 2023</p> <p>Project:</p> <p>Country Club Ranchettes Improvements</p>
<p>Bond</p> <p>Bond <u> [Amount] </u> Bond period commences on the date that the District issues its Initial Acceptance Resolution pursuant to Section 3.7.5 of the District's Rules and Regulations and continues for a period of one (1) year following such date.</p> <p>Date of Bond: <u> [Date] </u></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p>	
<p>Surety and Developer, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Developer as Principal	Surety
<i>(Full formal name of Developer)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Developer, Surety, District,, or other party is considered plural where applicable.</i></p>	

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the District for the performance of the Correction Period Obligations stated in the Agreement and Rule 3.7.5 of the District's Rules and Regulations. The District's Rules and Regulations are incorporated herein by reference.
2. If the Developer performs the correction period obligations, the Surety and the Developer shall have no obligation under this Warranty Bond.
3. If District gives written notice to Developer and Surety during the Bond Period of Developer's obligation under the Correction Period Obligations, and Developer does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the District for all resulting costs incurred by District in performing Developer's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Developer that are unrelated to the Agreement. No right of action will accrue on this Warranty Bond to any person or entity other than the District or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Country Club Ranchettes Improvements are located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the District, or the Developer must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *The Agreement*—The Warranty Agreement between the District and Developer identified on the cover page of this Warranty Bond.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the District and Developer.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Developer with respect to correction or replacement of defective Country Club Ranchettes Improvements, as set forth in Paragraph 3 of the Agreement, as amended.
 - 8.4. *Country Club Ranchettes Improvements* —As defined in the Agreement.

Certificate Of Completion

Envelope Id: 20777CCAEB024F4EA99FA9B42B62D0DC	Status: Completed
Subject: Complete with DocuSign: Greatrock North WSD - CCR - Warranty Agmt & 1st Amend for Public Improv	
Client Name: Greatrock North WSD	
Client Number: A179912-OS00-2023	
Source Envelope:	
Document Pages: 13	Signatures: 6
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 67.176.12.84

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
4/4/2023 7:41:50 PM	Cindy.Jenkins@claconnect.com	

Signer Events

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

Signature

DocuSigned by:


BF95E2EFB09141F...
Signature Adoption: Drawn on Device
Using IP Address: 174.16.75.93
Signed using mobile

Timestamp

Sent: 4/4/2023 7:47:05 PM
Viewed: 4/4/2023 10:07:28 PM
Signed: 4/4/2023 10:09:20 PM

Electronic Record and Signature Disclosure:
Accepted: 1/31/2022 4:22:26 PM
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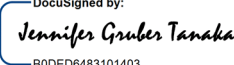
Brian Rogers
brian@rogershvac.com
Corporate Secretary
Rogers & Sons, Inc.
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
Using IP Address: 50.234.210.139

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Viewed: 4/5/2023 9:31:43 AM
Signed: 4/5/2023 9:32:33 AM

Electronic Record and Signature Disclosure:
Accepted: 4/5/2023 9:31:43 AM
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Jennifer Gruber Tanaka
jtanaka@wbapc.com
Security Level: Email, Account Authentication (None)

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Signed using mobile

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2023 7:47:05 PM
Certified Delivered	Security Checked	4/5/2023 11:21:55 AM
Signing Complete	Security Checked	4/5/2023 11:22:07 AM
Completed	Security Checked	4/5/2023 11:22:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

**WARRANTY AGREEMENT
(Ridgeview Estates Filing No. 1)**

This WARRANTY AGREEMENT (“**Agreement**”) is entered into to become effective as of the 9th day of December 2022, by and between RIDGEVIEW PROPERTIES, LLC, a Colorado limited liability company, its successors and permitted assigns (the “**Developer**”), and GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”).

RECITALS

WHEREAS, the District has initially accepted certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”) constructed by the Developer pursuant to the Initial Acceptance Resolution, dated October 13, 2022 (the “**Initial Acceptance Resolution**”); and

WHEREAS, Developer wishes to convey the Public Infrastructure set forth in **Exhibit A**, attached hereto and incorporated by reference (“**Ridgeview Estates Filing No. 1 Improvements**”), to the District; and

WHEREAS, the District wishes to accept Ridgeview Estates Filing No. 1 Improvements on the conditions stated within the Initial Acceptance Resolution and the District’s reissued Rules and Regulations, dated December 3, 2019, as amended (the “**Rules and Regulations**”); and

WHEREAS, the Developer executed a Bill of Sale, dated December 9, 2022, conveying the Ridgeview Estates Filing No. 1 Improvements to the District as required by the Initial Acceptance Resolution; and

WHEREAS, pursuant to the Rules and Regulations, the District requires a warranty period on any public infrastructure; and

WHEREAS, the District and the Developer desire to state their intentions with regards to the warranty for the Ridgeview Estates Filing No. 1 Improvements initially accepted under the Initial Acceptance Resolution.

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

TERMS AND CONDITIONS

1. **Warranty.** The Developer agrees to warrant, keep in good repair, and to make any repairs or changes required by the District to the Ridgeview Estates Filing No. 1 Improvements described in **Exhibit A** until they are finally accepted by the District. The Developer warrants to the District that the Ridgeview Estates Filing No. 1 Improvements are of good quality and new unless otherwise required or permitted, and that (1) the Ridgeview Estates Filing No. 1 Improvements conform to the approved plans and specifications under which the Ridgeview Estates Filing No. 1 Improvements

were constructed; and (2) such Ridgeview Estates Filing No. 1 Improvements conform to all applicable standards for construction of the same. Ridgeview Estates Filing No. 1 Improvements not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and require correction hereunder as recommended by the District's engineer ("**District Engineer**"). All warranties provided in the underlying construction documents for the Ridgeview Estates Filing No. 1 Improvements, including warranties for materials, subcontractors and material suppliers are hereby assigned to the District.

Developer shall also obtain and maintain all permits, licenses, and other consents required from all government authorities, utility companies, and appropriate parties under any restrictive covenants in connection with its work on the Ridgeview Estates Filing No. 1 Improvements until such permits licenses, and other consents are deactivated or otherwise satisfied and closed and shall maintain the area covered by the permit licenses, and other consents to the satisfaction of the issuing jurisdiction and the District. Developer warrants that no claims exist or will be submitted against the District.

2. **Bond.** To secure Developer's obligation as to the warranty prior to the point at which the Ridgeview Estates Filing No. 1 Improvements are finally accepted by the District, the Developer shall furnish a warranty bond substantially in the form set forth in **Exhibit B** attached hereto. The warranty bond must be in a bond amount of five percent (5 %) of the value of the Ridgeview Estates Filing No. 1 Improvements. The warranty bond period will extend to a date one (1) year from the date of the Initial Acceptance Resolution. The Developer shall deliver the fully executed warranty bond to the District within thirty (30) days of the District's issuance of its Initial Acceptance Resolution.

3. **Process for Cure.** The District may provide written notice to the Developer of any claimed defect in the Ridgeview Estates Filing No. 1 Improvements at any time within the warranty Period (the "**Claim Notice**"). The Developer shall cause the defect to be cured at no cost to the District within thirty (30) days following its receipt of the Claim Notice; provided, however, that if the defect cannot be reasonably cured within such thirty (30) day period, the Developer shall cause work to be initiated to cure the defect within such thirty (30) day period, and shall diligently proceed to completion, but in no event shall such cure continue for more than ninety (90) days without notice to the District and written consent of the District agreeing to such extended cure period. The District, through the District Engineer, shall have the right to inspect and approve the warranty work, which approval shall be in the District's reasonable discretion based upon the District Engineer's recommendation. If the Developer fails to cause the defect to be cured within the applicable cure period, it shall be deemed a default hereunder and the District may proceed to enforce all reasonable and legal action to cure the defect.

4. **No Liens.** The Developer hereby represents that no liens or claims have been filed against the property and agrees to resolve any claims, related to the construction of the Ridgeview Estates Filing No. 1 Improvements, at its expense and to indemnify and hold harmless the District, its successors, and assigns against all liabilities, losses and/or damages of any kind arising out of any liens claims, demands, costs, judgments, and/or other expenses associated with any act or omission of the Developer in the performance of construction of the Ridgeview Estates Filing No. 1 Improvements; the foregoing specifically includes, without limitation, attorney's fees. Any and all damage or incidents must be reported to the District immediately after its occurrence.

5. **Default/Remedies.** With the specific exception of a default in the Developer's cure of any claimed defect of the Ridgeview Estates Filing No. 1 Improvements, which shall be governed under the

provisions of Section 2, if either party to this Agreement fails to perform in accordance with the terms of this Agreement, after giving ten (10) days written notice to the other party of the alleged default, and upon said party in default having failed to cure said breach within ten (10) days, the other party shall have the right to pursue any remedy available by law or in equity.

6. **No Assignment.** This Agreement, inclusive of any of the rights, obligations, duties and/or authority hereunder, may not be assigned, in whole or in part, by either the District or the Developer without the prior, written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the forgoing, this Agreement may be assigned to a developer that acquires all or substantially all of the property within the District. Any assignment made in violation of this Section shall be immediately void and of no force or effect. Consent to one assignment shall not constitute consent to any subsequent assignment, nor shall it constitute a waiver of any right to consent to such subsequent assignment. For purposes of this Agreement, assignments shall include all delegations.

7. **Modification.** This Agreement may only be modified, amended or changed, in whole or in part, by way of a written agreement, executed by both parties with the same formalities as this Agreement. Any modification in violation of this provision shall be null and void.

8. **Severability.** If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

9. **Survival of Obligations.** Unfulfilled obligations of both the District and the Developer arising under this Agreement shall be deemed to survive any expiration, termination by court order, or other end to this Agreement. All such obligations shall be binding upon, and inure to the benefit of, either the District or the Developer, or both as applicable, their respective successors, assigns, and legal substitutes.

10. **Venue.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

11. **Governmental Immunity.** Nothing in this Agreement shall be construed to constitute a waiver, in whole or in part, of any of the District's rights and protections under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer upon, or give to, any third person or entity that is not a party hereto any right, remedy, or claim hereunder. All of the covenants, terms, conditions, and provisions of this Agreement exist for the sole and exclusive benefit of the District and the Developer.

13. **Notices.** Except as otherwise provided herein, all notices or payments given under this Agreement must be made in writing and shall be hand delivered, sent by Certified U.S. Mail with return receipt requested, sent via First Class U.S. Mail, or sent via facsimile to the following addresses:

District: Greatrock North Water and Sanitation District
c/o White, Bear Ankele Tanaka & Waldron

2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Attn: Jennifer Gruber Tanaka, Esq.

Developer: Ridgeview Properties, LLC
16415 W. 85th Lane, Unite B
Arvada, Colorado 80007
Attn: David E. Moore

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after sent via email, hand delivery or facsimile, or three (3) days after deposit with the United States Postal Service. Either the District or the Developer may change the address to which future notices shall be sent by written notice, sent as described above.

13. **Prevailing Party.** In the event of any litigation between the District and the Developer concerning the subject matter of this Agreement, the prevailing party in such litigation shall receive from the losing party, in addition to the amount of any judgment or other award entered therein, all reasonable costs, expenses and attorney's fees incurred by said prevailing party during litigation.

14. **Further Assurances.** The District and the Developer each covenant that they will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their respective obligations hereunder.

15. **Compliance with Laws.** This Agreement shall be performed in accordance with, and to the extent permitted by, all applicable laws, rules, regulations, ordinances and/or similar directives of the jurisdiction in which this Agreement is performed. The Developer declares that it has complied with all Federal, State and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates and licenses that are required to provide the consulting services under this Agreement.

16. **Waivers.** No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein. No waiver of any default hereunder shall be deemed to constitute a waiver of any subsequent default hereunder.

17. **Binding Effect.** This Agreement shall inure to, and be binding upon, the District and/or the Developer, their respective successors and assigns.

18. **Counterpart Execution.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

19. **Conflicting Provisions.** This Agreement shall control over those conflicting provisions of the underlying construction contracts for the Improvements. With the exception of such conflicting provisions, the construction contracts shall govern.

Entered into and executed as of the date first written above.

DEVELOPER:

RIDGEVIEW PROPERTIES, LLC, a Colorado limited liability company

David E Moore

By: David E Moore

Its: Manager

DISTRICT:

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

DocuSigned by:
John D. Wolff

BF95E2EFB09144F...

Officer of the District

ATTEST:

DocuSigned by:

Brian Rogers

C370CF2BC783493...

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

DocuSigned by:

Jennifer Gruber Tanaka

B0DED6483101203...

General Counsel to the District

EXHIBIT A
RIDGEVIEW ESTATES FILING NO. 1 IMPROVEMENTS

Four thousand-five (4,005) linear feet of eight inch (8") waterline, three (3) fire hydrants, and twelve (12) three quarter inch ($\frac{3}{4}$ ") water services with curb stops and meter pits as more specifically set forth in the final plat for Ridgeview Estates - Filing No. 1, recorded at Reception # 2020000089557, part of the Northwest Quarter of Section 10, Township 1 South, Range 65 West of the 6th Principal Meridian, County of Adams, State of Colorado.

**EXHIBIT B
WARRANTY BOND**

<p>Developer Name: Ridgeview Properties LLC Address <i>(principal place of business)</i>: 16415 W. 85th Lane, Unit B, Arvada, Colorado 80007</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Insert address of Surety’s principal place of business]</p>
<p>District Name: Greatrock North Water and Sanitation District Address <i>(principal place of business)</i>: c/o WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, 2154 East Commons Avenue, Suite 2000, Centennial, Colorado 80122</p>	<p>Agreement Warranty Agreement, dated [Date] Project: Ridgeview Estates Filing No. 1 Improvements</p>
<p>Bond Bond <u> [Amount] </u> Date of Bond: <u> [Date] </u> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9</p>	
<p>Bond period commences on the date that the District issues its Initial Acceptance Resolution pursuant to Section 3.7.5 of the District’s Rules and Regulations and continues for a period of one (1) year following such date.</p>	
<p>Surety and Developer, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Developer as Principal</p>	<p>Surety</p>
<p>_____</p> <p align="center"><i>(Full formal name of Developer)</i></p>	<p>_____</p> <p align="center"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____</p> <p align="center"><i>(Signature)</i></p>	<p>By: _____</p> <p align="center"><i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>	<p>Attest: _____</p> <p align="center"><i>(Signature)</i></p>
<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>	<p>Name: _____</p> <p align="center"><i>(Printed or typed)</i></p>

Title:

Title:

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Developer, Surety, District,, or other party is considered plural where applicable.

1. The Developer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the District for the performance of the Correction Period Obligations stated in the Agreement and Rule 3.7.5 of the District's Rules and Regulations. The District's Rules and Regulations are incorporated herein by reference.
2. If the Developer performs the correction period obligations, the Surety and the Developer shall have no obligation under this Warranty Bond.
3. If District gives written notice to Developer and Surety during the Bond Period of Developer's obligation under the Correction Period Obligations, and Developer does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the District for all resulting costs incurred by District in performing Developer's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Developer that are unrelated to the Agreement. No right of action will accrue on this Warranty Bond to any person or entity other than the District or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Ridgeview Estates Filing No. 1 Improvements are located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the District, or the Developer must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *The Agreement*—The Warranty Agreement between the District and Developer identified on the cover page of this Warranty Bond.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the District and Developer.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Developer with respect to correction or replacement of defective Ridgeview Estates Filing No. 1 Improvements, as set forth in Paragraph 3 of the Agreement, as amended.
 - 8.4. *Ridgeview Estates Filing No. 1 Improvements* —As defined in the Agreement.

INDEPENDENT CONTRACTOR AGREEMENT
(SCADA MAINTENANCE SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the 11th day of April 2023, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and HYDRO OPTIMIZATION AND AUTOMATION SOLUTIONS, INC., a Nebraska corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

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

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

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

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

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

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

TERMS AND CONDITIONS

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

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

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) December 31, 2023. Notwithstanding the foregoing, unless terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

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

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

5. GENERAL PERFORMANCE STANDARDS.

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

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

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

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

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

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

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

7. COMPENSATION AND INVOICES.

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

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

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

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

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

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

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

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

11. **CONTRACTOR'S INSURANCE.**

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

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

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

12. CONFIDENTIALITY AND CONFLICTS.

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

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

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

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

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

15. INDEMNIFICATION.

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

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

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

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

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

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

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

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

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

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

District:	Greatrock North Water & Sanitation District c/o CliftonLarsonAllen LLP 8390 E. Crescent Pkwy., Suite 300 Greenwood Village, Colorado 80111 Attention: Lisa A. Johnson, Manager Phone: (303) 939-6029 Email: Lisa.Johnson@claconnect.com
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With a Copy to:	WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Attention: Jennifer Gruber Tanaka, Esq. Phone: (303) 858-1800 E-mail: jtanaka@wbapc.com
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Contractor:	Hydro Optimization and Automation Solutions, Inc. 2601 West L Street, Suite 1 Lincoln, NE 68522 Attention: Lincoln Williams
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Phone: (402) 467-3750
Email:

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

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

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

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

25. GOVERNING LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature pages follow].

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

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

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel for the District

District's Signature Page to Independent Contractor Agreement for SCADA Maintenance Services with Hydro Optimization and Automation Solutions, Inc., dated April 11, 2023

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

Printed Name

Title

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____
2023, by _____, as the _____ of Hydro Optimization and
Automation Solutions, Inc., a Nebraska corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

***Contractor's Signature Page to Independent Contractor Agreement for SCADA Maintenance
Services with Greatrock North Water and Sanitation District, dated April 11, 2023***

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



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.

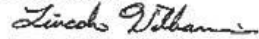
**(402) 467-3750 (402) 467-1568 (FAX)
2601 West L Street, Suite 1 Lincoln, NE 68522**

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.

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

EXHIBIT B

CONTRACTOR'S COMPLETED W-9

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

EXHIBIT C-1
CERTIFICATE(S) OF INSURANCE

EXHIBIT D

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

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

CERTIFICATE OF FACT OF GOOD STANDING

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

Hydro Optimization and Automation Solutions, Inc.

is an entity formed or registered under the law of Nebraska, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171258136.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/09/2023 that have been posted, and by documents delivered to this office electronically through 04/11/2023 @ 11:43:43.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/11/2023 @ 11:43:43 in accordance with applicable law. This certificate is assigned Confirmation Number 14864954.



Jena Griswold

Secretary of State of the State of Colorado

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

GREATROCK NORTH WATER AND SANITATION DISTRICT CONTRACT

Name of Contractor/Provider/Consultant: Simply Strong, LLC d/b/a Maidpro
Title of Agreement/Contract: Reverse Osmosis Treatment Facility Cleaning Services
Agreement/Contract Date: March 2, 2023

This Contract (“Agreement”) is made by and between Greatrock North Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and the above-referenced contractor, provider, or other consultant (the “Contractor”).

Introduction. The District and the Contractor desire to enter into this Contract to be effective the date above.

1. Scope of Services. The Contractor shall perform the services set forth in **Exhibit A** (the “**Services**”): (a) in a first-class manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period specified in the Agreement; (c) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District; and (d) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

2. Compensation of Services. Compensation for the Services provided under this Agreement shall be provided in accordance with the compensation schedule attached hereto as **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as provided herein, unless said reimbursement or compensation is approved in writing by the District in advance of incurring such expenses. Exhibit A may take any form. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in Exhibit A, the terms in the body of this Agreement shall govern.

3. Repairs/Claims. The Contractor shall notify the District immediately, in writing, of any and all incidents/accidents which result in injury or property damage. The Contractor will promptly repair or, at the District’s option, reimburse the District for the repair of any damage to District property caused by the Contractor or its employees, agents, or equipment.

4. Independent Contractor. The Contractor is an independent contractor and nothing herein shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor is not entitled to workers’ compensation benefits or unemployment insurance benefits and the District will not provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained.

5. Warranty and Permits. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and the applicable building code and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. The Contractor hereby warrants the Work for a period of one (1) year from the date of completion and initial acceptance of the Work. The Contractor will immediately correct or replace any Work that is defective or not conforming to this Agreement at its sole expense to the reasonable satisfaction of the District. The Contractor’s guarantees and warranties shall in all cases survive termination of this Agreement. This warranty shall be enforceable by the District, its successors and assigns.

6. Contractor's Insurance. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Contractor involved with the performance of the services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the District as an additional insured. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit the Contractor's liability. The Contractor shall be responsible for the payment of any deductibles on issued policies.

7. Indemnification. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses and attorneys' fees, arising directly or indirectly out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees. The Contractor is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability acts, or other employee benefit acts. Such indemnity shall survive the expiration or termination of this Agreement. To the extent the District is or may be obligated to indemnify, defend, or hold Contractor harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with this Agreement.

8. Termination. This Agreement may be terminated by either party for cause or for convenience upon ten (10) days' prior written notice to the other party. If the Agreement is terminated, the Contractor shall be paid for all Services satisfactorily performed prior to the designated termination date, including reimbursable expenses due. Said payment shall be made in the normal course of business.

9. Governing Law / Disputes. This Agreement and all claims or controversies arising out of or relating to this Agreement shall be governed and construed in accordance with the law of the State of Colorado, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado. Venue for all actions shall be in the District Court in and for the county in which the District is located.

10. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the District under this Agreement is subject to annual budgeting and appropriations, and the Contractor expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense

fiscal year beyond the then-current fiscal year. The District and Contractor understand and intend that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

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

12. **Remedies.** To the extent the Contractor's remedies for a District default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the District's then-current fiscal period.

13. **Negotiated Provisions.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being acknowledged that each party has contributed substantially and materially to the preparation of this Agreement.

14. **Severability.** If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion, 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 Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

15. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings, and commitments.

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

By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

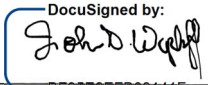

<p>District:</p> <p>DocuSigned by: </p> <p>By: _____ Name: <u>John D. Wyckoff</u> Title: <u>President</u></p>	<p>Contractor:</p> <p>By: </p> <p>Name: <u>Darnita Jones</u> Title: <u>Manager</u></p>
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Exhibit A Scope of Services/Compensation Schedule

Scope of Services

Contractor will complete the following cleaning services bi-weekly (twice per month):

- Clean floors as follows:
 - Vacuum all carpets, and
 - Vacuum and mop all tile or other hard flooring.
- Wipe down and clean baseboards.
- Wipe down, disinfect, and clean following areas and items:

Desk & Cubicle Spaces

- Pens
- Staplers
- Phones
- Keyboards
- Mice

Kitchen

- Door knobs
- Cabinet pulls
- Drawer handles
- Sinks and faucets
- Light switches
- Countertops and tabletops
- Appliance handles and buttons

Bathroom

- Door knobs
- Cabinet pulls
- Drawer handles
- Sinks and faucets
- Toilet flusher handles
- Light switches
- Countertops and tabletops

Common Areas

- Door knobs
- Counters
- Reading racks
- Chair arms
- Reception area tables
- Conference and meeting room tables
- Light switches
- Appliance handles and buttons
- Technology (in conference and shared meeting rooms)

Entry & Exit Ways

- Door knobs
- Light switches

Did you know?

MaidPro utilizes hospital-grade cleaning products, which not only clean surfaces but disinfect them as well. Our employees (PROs) are trained on the proper cleaning process for applying each cleaning product to remove soils first and then leave disinfectants to soak for at least 10 minutes to receive full disinfecting benefits.

Compensation Schedule

- \$64 per visit for bi-weekly (twice per month) cleaning

Certificate Of Completion

Envelope Id: 4A947CA34DEB46A8A8F10E231D747C57	Status: Completed
Subject: Complete with DocuSign: Greatrock North WSD - MaidPro - Short Form Agreement 2023-03-02.pdf	
Client Name: Greatrock North WSD	
Client Number: A179912-OS00-2023	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 S 6th St Ste 300
	Minneapolis, MN 55402-1418
	Cindy.Jenkins@claconnect.com
	IP Address: 67.176.12.84

Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
3/9/2023 6:16:46 PM	Cindy.Jenkins@claconnect.com	

Signer Events

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

Signature

DocuSigned by:

 BF95E2EFB09141F...
 Signature Adoption: Drawn on Device
 Using IP Address: 174.16.64.236
 Signed using mobile

Timestamp

Sent: 3/9/2023 6:19:01 PM
 Viewed: 3/9/2023 9:38:43 PM
 Signed: 3/9/2023 9:39:10 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/31/2022 4:22:26 PM
 ID: b3254546-b9df-48c0-8295-da9ea3723898

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/9/2023 6:19:01 PM
Certified Delivered	Security Checked	3/9/2023 9:38:43 PM
Signing Complete	Security Checked	3/9/2023 9:39:10 PM
Completed	Security Checked	3/9/2023 9:39:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CliftonLarsonAllen LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CliftonLarsonAllen LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at BusinessTechnology@CLAconnect.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CliftonLarsonAllen LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CliftonLarsonAllen LLP

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to BusinessTechnology@CLAconnect.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CliftonLarsonAllen LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CliftonLarsonAllen LLP during the course of your relationship with CliftonLarsonAllen LLP.

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (“**Agreement**”) is made this 1st day of May 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 SERVICES TO CLIENT. MSP shall perform the Services: (a) in a first-class manner, to the satisfaction of the Client, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) in such a manner as to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the Client; and (c) in compliance with all applicable federal, state, county, and local or municipal statutes, ordinances, and regulations.

7. 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.

7.1. 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.

8. 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.

9. 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.

10. 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.

11. 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.

11.1. 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.

12. 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.

CMIT Solutions of Boulder MSA

(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 MSPs 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.

13. 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).

14. 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.

14.1. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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).

23. CLIENT INSURANCE.

23.1. 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).

24. 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.

25. 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.

26. 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.

26.1. 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.

27. AMENDMENT. This Agreement may not be amended except by a writing executed by authorized individuals of MSP and the Client.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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34. **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.

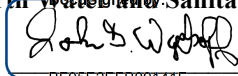
35. **ASSIGNMENT.** Client may not assign its rights or obligations under this Agreement without MSP’s prior written consent which shall not be unreasonably withheld.

36. **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.

37. **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.

38. **GOVERNMENTAL IMMUNITY.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Client, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Client and, in particular, governmental immunity afforded or available to the Client pursuant to sections 24-10-101, *et seq.*, Colo. Rev. Stat.

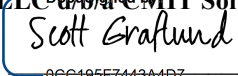
~~Greatrock North Westwood~~ Sanitation District:

By (Signature):  _____
BF95E2EFB09141F...

Print Name: John wyckoff _____

Date: 4/21/2023 _____

Denver Tech, LLC as CMIT Solutions of Boulder:

By (Signature):  _____
0CC195F7443A4D7...

Print Name: Scott Graflund _____

Date: 4/21/2023 _____

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]*

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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 May 1, 2023 ("**SOW Effective Date**") supplements the Master Services Agreement effective as of May 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 Alternatively-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, uninstallations, 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.**

6.4 Subject to Annual Appropriation and Budget. The Client does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of the Client under this Agreement is subject to annual budgeting and appropriations, and MSP expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the Client's governing body, and the obligations of the Client shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The Client and MSP understand and intend that the Client's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

7. TERMS OF SERVICE

7.1 Term. The term of the Service is twelve (12) months from Service begin date (June 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

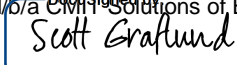
Installed End Point Detection and Response Protection: SentinelOne

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 Denver Solutions of Boulder

Signature: 

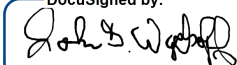
0CC195F7443A4D7...

Name: Scott Graflund

Title: Member, Manager

Date: 4/21/2023

Client: Greatrock North Water and Sanitation District

DocuSigned by:


Signature: _____
BF95E2EFB09141F...

Name: John wyckoff

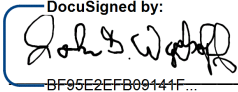
Title: President

Date: 4/21/2023

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: 4/21/2023

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

ENGINEER'S PROGRESS REPORT

Date: May 2, 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.

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

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

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 Haysemount.

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.

No work this period.

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.

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

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
May 2, 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.

Update 4/4/23 - American West Construction and REC completed site walk to review scope of work for American West Construction to provide an estimate.

Augmentation

On 4/12/23 BBA Water requested augmentation be shut down until further notice. Augmentation was shut down until further notice on 4/12/23.

Additional Activities

Coordinated with Adams County and Holcim Contractors to uncover valves that were paved over during the county paving project. This work was completed on April 19.

REC provided a proposal for repairs to Brine Pond aerator. This proposal was approved on 4/14/23 and as soon as parts arrive the work will be scheduled.

Semi-Annual service and inspections of district generators was completed the week of 4/17/23 by Generator Source.

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
Apr-23	1002	537	1055	537	216	35.8	253	33.5	233	34.8
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
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	529	216	531	208	535	210