

Resolution Number 2021-12-01

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

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

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

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

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

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

WHEREAS, pursuant to § 32-1-1001(2)(a)(III), C.R.S., on October 25, 2021, the Board provided the required thirty (30) days’ notice to the residents and property owners within and outside of the District by posting the information on the official website of the District, a link to which is on the official website of the Division of Local Government; and

WHEREAS, pursuant to § 32-1-1001(2)(a)(IV), C.R.S., on October 25, 2021, the Board further provided the required (30) days’ notice by posting the notice on the official website of the Colorado Special District Association, the statewide association of special districts forms pursuant to § 29-1-401, C.R.S., which association posted the notice of a publicly accessible section of its website; and

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

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

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

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

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

ADOPTED this 7th day of December, 2021.

GREATROCK NORTH WATER AND
SANITATION DISTRICT

DocuSigned by:

Rob Fleck

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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

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General Counsel to the District

EXHIBIT A

Appendix A
Schedule of Fees and Charges

**GREATROCK NORTH WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

APPENDIX A

SCHEDULE OF FEES AND CHARGES

Adopted and Approved

December 7, 2021

With the exception of all System Development Fees, which are effective as of December 7, 2021, all Fees and Charges set forth herein as effective as of January 1, 2022.

SYSTEM DEVELOPMENT FEE (All Developments Other than Hayesmount Estates, Homestead Heights II (aka Country Club Ranchettes) and Ridgeview Estates) \$ 12,300

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

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

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

SYSTEM DEVELOPMENT FEE (Hayesmount Estates)

\$ 21,300

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

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

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

GREATROCK NORTH WATER AND SANITATION DISTRICT RULES AND REGULATIONS

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

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

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

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

\$ 21,900

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

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

¾" Size	1 EQR
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GREATROCK NORTH WATER AND SANITATION DISTRICT RULES AND REGULATIONS

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

TAP INSPECTION FEE

\$150

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

MONTHLY WATER SERVICE CHARGES

Base Rate (0 gallons)	\$ 50.00 flat rate
40,000 gallons	\$ 5.00 per 1,000 gals.
40,001 + gallons	\$ 11.00 per 1,000 gals.

LATE CHARGE \$ 15.00

RENEWABLE WATER RESOURCE FEE

Meter Size	SFE	GPM	Fee*
5/8 & ¾	0.67	20	\$9,936
¾	1	30	\$14,830
1"	1.67	50	\$24,766
1.5"	3.33	100	\$49,384
2"	6.67	200	\$98,916
3"	16.67	500	\$247,216
4"	33.33	1000	\$494,284
6"	66.67	2000	\$988,716

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

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

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

**GREATROCK NORTH WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

AVAILABILITY OF SERVICE CHARGE 50% of Monthly Water Service Charge
Base Rate

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

INSPECTION FEES

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

REINSPECTION FEE OR RETURN VISIT FEE \$ 180.00

METER COST Current cost to District

WATER TURN ON/TURN OFF \$ 90.00 each on/off
(Customer Requested)

MISCELLANEOUS FEES:

CONSTRUCTION WATER FEE \$ 50.00 / month

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

FIRE HYDRANT METER FEES

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

FORMAL INCLUSION HEARING FEE \$ 1,000.00 / application fee

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

INCLUSION FEE

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

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

TRANSFER OF SERVICE FEE \$ 175.00/occurrence

Appendix A - 4

GRNWSO Reissuance: 2019-12-03
Resolution Amending Rules and Regulations, 2019 Issuance, 2021-12-01

GREATROCK NORTH WATER AND SANITATION DISTRICT RULES AND REGULATIONS

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

PLAN REVIEW FEES

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

PENALTY FEES / FINES:

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

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

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

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

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

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

& Flow Restrictor will be installed

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

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

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

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

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

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

³ In a dual domestic and irrigation water service area.

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

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

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

**GREATROCK NORTH WATER AND SANITATION DISTRICT
RULES AND REGULATIONS**

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

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

Certificate Of Completion

Envelope Id: C03CD3676C8F4927899AD88A5E79265F	Status: Completed
Subject: Please DocuSign: Greatrock North WSD - Various Documents from December Meeting	
Client Name: Greatrock North WSD	
Client Number: 011-046103-OS00-2021	
Source Envelope:	
Document Pages: 46	Signatures: 12
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Cindy Jenkins
Time Zone: (UTC-06:00) Central Time (US & Canada)	220 South 6th Street
	Suite 300
	Minneapolis, MN 55402
	Cindy.Jenkins@claconnect.com
	IP Address: 165.225.10.178

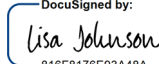
Record Tracking

Status: Original	Holder: Cindy Jenkins	Location: DocuSign
12/29/2021 6:14:54 PM	Cindy.Jenkins@claconnect.com	

Signer Events

Lisa Johnson
 Lisa.Johnson@claconnect.com
 District Manager
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 165.225.10.175

Timestamp

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 Signed: 12/30/2021 8:16:15 AM

Electronic Record and Signature Disclosure:

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Rob Fleck
 rob@stsan.com
 President
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 65.114.207.78

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 Signed: 1/3/2022 1:47:45 PM

Electronic Record and Signature Disclosure:

Accepted: 1/3/2022 1:47:02 PM
 ID: 38299e1d-5680-42fd-84b9-77556c3c9576

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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Electronic Record and Signature Disclosure:

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 ID: 2b4624f8-51fc-4712-8935-0dca26ba30a2

Jennifer Gruber Tanaka
 jtanaka@wbapc.com
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 50.209.233.181

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 Signed: 1/4/2022 10:42:33 AM

Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	1/4/2022 10:42:33 AM

Payment Events	Status	Timestamps
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- 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.