GREATROCK NORTH WATER AND SANITATION DISTRICT

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

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

SPECIAL MEETING AGENDA

Board of Directors:	Office:	Term/Expiration:
Robert William Fleck	President	2023/May 2023
John D. Wyckoff	Vice President	2022/May 2022
Jeffrey Polliard	Treasurer	2022/May 2022
Brian K. Rogers	Secretary	2023/May 2023
Dave Lozano	Asst. Secretary	2022/May 2022

Consultants:

Lisa A. Johnson District Manager

Jennifer Gruber Tanaka, Esq. District General Counsel

Bradley A. Simons, PE District Engineer

Mike Murphy District Operator in Responsible Charge

DATE: February 2, 2021

TIME: 4:30 P.M.

PLACE: DUE TO CONCERNS REGARDING THE SPREAD OF THE

CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF COVID-19 BY LIMITING IN-PERSON CONTACT, THIS MEETING WILL BE HELD BY VIDEOCONFERENCE VIA ZOOM:

https://zoom.us/j/95665329591?pwd=U0Y2TmErNTNnWVByWVB4K2FUMklSZz09

Meeting ID: 956 6532 9591 **Password**: 487087

Or by calling 1-346-248-7799 (& entering Meeting ID and password)

- 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**

- These items are considered to be routine and will be approved by one motion. There A. 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.
 - Approve the Minutes of the January 5, 2021 special meeting (enclosure 1. 004).
 - 2. Ratify approval of the payment of claims for the period ending January 22, 2021 in the amount of 66,437.61 (included in enclosure -005).
 - Operations and Maintenance Activities Report (enclosure 006). 3.
 - 4. Review meter installation report (enclosure -007).
 - Acceptance of cash position schedule and unaudited financial statements 5. for the period ending December 31, 2020 and Inclusion Summary (enclosure - 008).
 - Ratify approval of engagement letter with White & Jankowski, LLC related 6. to water rights legal services (enclosure – 009).
 - 7. Approve Independent Contractor Agreement with Martin and Wood for water rights engineering and hydrogeological services (enclosure -010).

III. FINANCIAL MATTERS

A. Review and discuss delinquent accounts (to be distributed)

IV. ENGINEER'S REPORT (enclosure - 011)

- A. Capital Projects Update
 - 1. Third Alluvial Well

2. Evaporation Pond

- a. Status of Easement Agreement
- b. Updated Cost Estimate
- 3. Reverse Osmosis Treatment Facility (enclosure 012)

4. Water Meter Upgrade Project

a. Update on EyeOnWater account to monitor water usage.

Greatrock North Water and Sanitation District February 2, 2021 Agenda

V.	OPE	ERATIONS AND MAINTENANCE MATTERS (ORC Report – enclosure - 013)												
	A.	Other												
VI.	LEC	LEGAL MATTERS												
	A.	Update on Country Club Ranchettes #2 Petition for inclusion and Inclusion Agreement.												
VII.	ОТН	OTHER MATTERS												
	A.	Status of Homestead Heights/Country Club Ranchettes #1.												
	В.	Status of Hayesmount Estates.												
	C.	Status of Ridgeview Estates.												
VIII.	III. COMMUNITY COMMENTS (ITEMS NOT ON THE AGENDA ONLY. COM LIMITED TO 3 MINUTES PER PERSON AND TAKEN IN ORDER LISTED (UP SHEET).													
	A.													
IX.	ADJ	OURNMENT												

THE NEXT MEETING IS SCHEDULED for Tuesday, March 2, 2021 at 4:30 p.m.

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required		Notes
			INCLUSION	ANI	DE'	VEL()PM	ENT M	[AT]	ΓERS
Homestead Heights Development (a/k/a Country Club Ranchettes Filing No. 1)	12/6/16	Brad	N/A	2		X				12/15/2020: Brad is reviewing submittals for the off-site water connections and requested information on the RHF check valve vault from Manhard Consulting. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 1/17/2021: Brad emails Laurie at Manhard re: the revised information Blanco needs to resubmit on the RHF check valve vault. 1/20/2021: Blanco emails revised submittal for RHF check valve vault to Brad. Brad to review and comment.
Country Club Ranchettes Filing No. 2 Inclusion	3/5/19	Brad Jennifer	N/A	2		X				12/16/2020: Jennifer provided comments on agreement to group. Board to discuss agreement at January meeting. Anticipate holding hearing at February meeting. 1/5/2021: Board presented with draft agreement for direction and discussion. Board to conduct inclusion hearing at February meeting. Jennifer to update agreement per Board direction for Lisa to circulate to Jay for review and comment. Jennifer to publish for public hearings in February. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 1/17/2021: Jay phones Brad and indicates he has another engineer analyzing the topography on Parcel 4 in hopes of platting more lots. District will need to analyze water rights available to support more lots.
Ridgeview Estates	3/3/2020	Brad	N/A	2		X				12/10/2020: Brad meets w/ Blanco Inc. at site of water tie-in at Great Rock Way to review layout and design. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists. 1/7/2021: Met yesterday with Blanco regarding tie in at tank site. 1/13/2021: GN residents report brown water following tie-in in Great Rock Way. Bryan flushes fire hydrants.
			CAP	ITAI	PRO).IEC	T M	ATTE	RS	in occur regit begins in a nyutumo.
Third Alluvial Well	2/5/19	Brad	N/A	2	1110	X	_ 1,11			1/5/2021: Brad received memo from Tim Crawford regarding

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes		
		Chris								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.		
Evaporation Pond Matters	1/1/19	Brad	N/A	1		X				1/5/2021: Profile has not changed. Brad to submit to CDPHE again. Need to finalize easement with Jay. If cannot be finalized in 2 weeks, Board to consider moving forward with condemnation proceedings. 1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/7/2021: Brad to review options available to expedite process through CDPHE. 1/20/2021 – Lisa emailed Jody and Jennifer to schedule call related to condemnation efforts to acquire final easement needed to construct pond.		
Reverse Osmosis Upgrade and Building Project	2/19/19	Brad Nick	N/A	1		X				12/1/2020: Nick provided updated to Board. Finalizing 95% plans. Followed up with CDPHE to get comments. No comments or questions received to date. Ran into issue with the concentrate line which was discussed with the Board. 1/5/2021: No comments received from CDPHE yet. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.		
SCADA/Telemetry Control Upgrade	2/19/19	Brad Mike Brian	N/A	1		X				10/16/2020: Nick has developed control loop descriptions for review. 1/7/2021: New list started. Items preceding 12/2020 on prior action items lists.		
Badger Meter Radio Read Upgrades	10/2/18	Lisa	N/A	1		X				1/5/2021: 41 remaining meters to complete the project. 1/7/2021: New list started. Items preceding 2021 on prior action items lists.		

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Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes
			OI	PERA	TIO	NAL	MAT	TERS		
Pond Liner for Existing Evaporation Ponds	4/3/18	Brad Mike	N/A	1		X				Brad to research options and reporting obligations for leak in pond liner. Brad to discuss at May meeting. 5/1/18: Brad reviewed issue with Board. Brad to collect more data and continue to monitor. 10/23/18: Q4 2018 EDOP water quality reports received from Miki Drieth, of REC, and will be evaluated by Brad. 5/15/19: Q2 2019 EDOP water quality reports received from Miki Drieth, of REC, and will be evaluated by Brad. 10/15/19: Brad received Q3 2019 water quality reports for ALV-1, North Pond, and South Pond. 3/25/20: Brad emailed REC for updated water quality reports. 3/31/2020: Updated water quality results provided by Miki (REC) and will be integrated into the EDOP for the new concentrate pond. 1/7/2021: Brad to work with Mike.
Water Pressure Issues	11/6/18	Mike Brad	N/A	1		X	X			10/15/2020: Continue to troubleshoot and conduct studies to determine issues and various pressure locations. 10/2/20: Pressure Loggers launched at 29240 E. 165 th Ave for 7 days. Logged pressures at residents home avg. approx. 15 psi lower than system pressure. 1/7/2021: New list started. Items preceding 10/2020 on prior action items lists. 1/7/2021: Brad and Mike to review issues on site periodically to review status and options. Work with Brian on educational piece with historical background.
Well Pumping Capacity and Water Level Measurements		Brad Mike		2		X				12/15/20: Repairs have been completed to LFH well level transducer wiring and level is reporting again. REC to verify level reading with nitrogen gas. 1/7/2021: New list started. Items preceding 10/2020 on prior action items lists.
Rocks in Brine Discharge Pipe	6/4/19	Mike Brad	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

Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes			
										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.			
BECR Curb Stop Exercising	5/5/2020	Mike	N/A	2		X				1/7/2021: New list started. Items preceding 2021 on prior action items lists. 1/5/2021: About half done with project. Making note of problem areas to circle back to.			
BECR Generator	9/1/2020	Mike	N/A	1					X	9/1/2020: Fuel pump went out and generator is dead. Need to get up and running or replaced. Mike to work on this. 9/2/2020: Fuel pump at BECR replaced by Generator Source and normal operation resumed. 9/2/2020: Block heater for Greatrock North generator repaired by Generator source. 10/15/2020: GRN generator repaired. Waiting on updated info from TLECC and Generator Source for BECR generator. 11/3/2020: Received additional information from TLECC. Will work on this tomorrow and then TLECC will handle programming. 11/15/20: TLECC scheduled for 12/4/20 to complete programming. If schedule opens up for them work will be completed sooner. 12/1/2020: Work scheduled for mid-December 1/7/2021: Work completed.			
Water Quality Issues	9/1/2020	Mike Brad	N/A	2		X				Brad and Mike to look into issues with water quality. 9/10/2020: RO runtime increased to maximum run time to treat as much water as possible. 9/11/2020: REC removes RO runtime restrictions in an effort to reduce TDS and hardness in potable water. 11/10/20: Adjusted RO operation to further increase run times. 12/15/2020: Discussed water quality matters during 4 th quarter operations meeting. Bryan to assess operating scenarios and report back on RO operations.			
SCADA Operations	12/14/2020	Mike	N/A	2		X				12/14/20: TLECC onsite working on additional alarm programming for remote alarm system and troubleshooting daily flow report.			

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Action Items	Date of Meeting	Assigned To	Deadline	Priority	Not Started	In Process	Reoccurring	Follow up Required	Complete	Notes	
RHF Generator Replacement	1/7/2021	Mike	N/A	3		X				Mike to obtain pricing for replacement of generator.	
			WEI	LL Al	ND W	ATE	R M	ATTEI	RS		
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 engage them for water rights engineering services.	
]	FINA	NCIA	L M	ATT	ERS			
2021 Budget	9/29/2020	Lisa	N/A	1		X				1/7/2021: 2021 budget to be filed with DLG by 1/30. 1/20/2021 – find budget document reviewed and approved by Jennifer and Lisa. Cindy to file.	
			ADN	MINIS	STRA	TIV	E MA	TTER	RS		
Contracts for Renewal, Addenda, and Termination	9/29/2020	Lisa Jennifer	10/30/2020	1		X				12/1/2020: Board approved. Lisa to get executed.	
Amended and Restated Fee Resolution	1/5/2021	Lisa Jennifer	2/1/2021							1/5/2021: Board adopted updated fee resolution. Lisa to get executed. Jennifer to record.	



Date: January 26, 2021

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

From: Lisa A. Johnson, District Manager

Re: February 2, 2021 Manager's Report

Agenda Action Items

II.A. Consent Agenda

- 1. Approve the Minutes of the January 5, 2021 special meeting.
- 2. Ratify approval of the payment of claims for the period ending January 22, 2020.
- 3. Operations and Maintenance Activities Report.
- 4. Review meter installation report.
- 5. Acceptance of cash position schedule, property tax schedule and unaudited financial statements for the period ending December 31, 2020 and inclusion summaries.
- 6. Ratify approval of an engagement letter with White & Jankowski, LLC for water rights legal services.
- 7. Approve an Independent Contractor Agreement with Martin and Wood related to water rights engineering and hydrogeological services.

I recommend approval of the consent agenda items.

III.A. Delinquent Account List

I will discuss the current delinquent water usage account list with the Board at the meeting.

IV.A.2.Evaporation Pond Easement

Per the Board's direction, I have scheduled a call with Attorney Alderman and Attorney Tanaka regarding condemnation efforts/actions related to final easement needed related to the evaporation pond project. I have also included the memo from Attorney Alderman regarding the condemnation process for the Board's review.

IV.A.4.Meter Upgrade Project

The project is moving along and we are not down to 15 accounts left to complete.

I will share the specific information related to the final 15 accounts at the meeting.

I also wanted to touch base with the Board on the EyeOnWater software. Have you all had a chance to use it now? Are we ready to roll it out to our customers?

VII.A. Homestead Heights/ Country Club Ranchettes #1

Updates provided in the Engineer's Report.

VII.B. Hayesmount Estates

19 System Development Fees have been paid as of February 21, 2020.

VII.C. Ridgeview Estates

Updates provided in the Engineer's Report.

Review of monthly Water Resumes and Other Water Related Matters

Attorney Poznanovic has reviewed the November resume and did not find any cases he recommends the District oppose.

He and Chris Sanchez also provided information on upcoming water case that is being filed by Rangeview MD. They both have conflicts with this case and have recommended the District engage a water rights attorney and engineer to review the case and determine if an objection is warranted. I solicited a new engagement letter from Alan Curtis with White & Jankowski for this work. On the suggestion from Attorney Curtis, I also solicited a proposal from Martin and Wood for water rights engineering services. Both of these are included on the consent agenda.

Update on other District Related Matters and/or Committee Meetings

The Committee did not meet in January.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREATROCK NORTH WATER AND SANITATION DISTRICT HELD JANUARY 5, 2021

A special meeting of the Board of Directors (referred to hereafter as "Board") of the Greatrock North Water and Sanitation District (referred to hereafter as "District") was convened on Tuesday, January 5, 2021 at 4:30 P.M. Due to COVID-19, the meeting was conducted via video conference - ZOOM. The meeting was open to the public.

Attendance

Directors in Attendance:

Robert W. Fleck John D. Wyckoff Jeffrey Polliard Brian K. Rogers Dave Lozano

Also in Attendance Were:

Lisa A. Johnson; CliftonLarsonAllen LLP ("CLA")

Jennifer Gruber Tanaka, Esq.; White Bear Ankele Tanaka & Waldron, P.C.

Bradley A. Simons P.E.; MMI Water Engineers, LLC ("MMI")

Chris Sanchez; Bishop Brogden Associates

Matt Poznanovic; Petrock Fendel Poznanovic, P.C.

Nick Marcotte; Element Engineering

Administrative Matters

Disclosure of Potential Conflicts of Interest

Attorney Tanaka advised the Board that, pursuant to Colorado law, certain disclosures may be required prior to taking official action at the meeting. Attorney Tanaka confirmed that disclosures of conflicts of interest were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting for those Directors with potential conflicts of interest. The Board reviewed the Agenda for the meeting, following which, Directors Fleck, Wyckoff, Polliard, Rogers and Lozano each confirmed that they had no additional conflicts of interest in connection with any of the matters listed on the Agenda.

Agenda

Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's special meeting. Following discussion, upon motion duly made by Director Rogers, seconded by Director Wyckoff and, upon vote, unanimously

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carried, the Board approved the Agenda.

Board of Director's Report

None.

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.

Consent Agenda

The Board considered the following actions:

- 1. Approve the Minutes of the December 1, 2020 special meeting.
- 2. Ratify approval of the payment of claims for the period ending December 17, 2020 in the amount of \$204,253.08.
- 3. Operations and Maintenance Activities Report.
- 4. Review meter installation report.
- 5. Acceptance of cash position schedule and unaudited financial statements for the period ending November 30, 2020 and Inclusion Summary.

Following discussion, upon motion duly made by Director Polliard, seconded by Director Wyckoff and, upon vote, unanimously carried, the Board approved the consent agenda items, as presented.

Financial Matters

None.

Engineer's Report

Mr. Simons presented his report. A copy of the report is attached hereto and incorporated herein by this reference.

Capital Projects Updates:

Third Alluvial Well

Mr. Simons and Mr. Sanchez provided an update on the project.

Evaporation Pond

Mr. Simons provided an update to the Board. The Board discussed the delay in obtaining an easement from the property owner on the west side of Hudson Road. The Board determined to allow a two-week time period to the property owner to execute the easement and if not complete by January 18, 2021 to direct staff to meet with condemnation counsel to outline the condemnation process.

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Director Wyckoff asked Mr. Simons to update the cost estimate to construct the evaporation pond.

Reverse Osmosis Treatment Facility

Mr. Marcotte presented his report and provided an update on the project effort.

Water Meter Upgrade Project:

Ms. Johnson shared with the Board a recent conversation she had with a resident in Rocking Horse Farms regarding the project and their dissatisfaction with the notification and the project overall.

a. Update on EyeOnWater Account to Monitor Water Usage

Ms. Johnson solicited feedback from the Board on their experience with EyeOnWater.

b. Resolution No. 2021-01-01 Amending Appendix A of the Rules and Regulations (2019 Issuance)

The Board reviewed the Resolution No. 2021-01-01and discussed the fee to charge non-compliant residents the monthly fee for meter reading services. Following review and discussion, upon a motion duly made by Director Rogers, seconded by Director Wyckoff and, upon vote, unanimously carried, the Board adopted Resolution No. 2021-01-01 Amending Appendix A of the Rules and Regulations (2019 Issuance) and directed Ms. Johnson to implement the fee once the meter upgrade project is complete.

Operations/ Maintenance Matters

Mr. Murphy presented the Operations and Maintenance Report to the Board. Director Wyckoff shared with Mr. Murphy some concerns he had read on Nextdoor regarding water quality concerns.

Legal Matters

Country Club Ranchettes #2 Inclusion Agreement

Staff presented the draft Inclusion Agreement to the Board. The Board provided comments and asked questions related to the content of the Agreement. A discussion ensued regarding the imposition of the renewable water resource fee.

Following discussion, upon a motion duly made by Director Wyckoff, seconded by Director Polliard and, upon vote, unanimously carried, the Board determined

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to not impose a renewable water resource fee to the County Club Ranchettes due to the developer committing to convey sufficient water to serve the property to meet the Adams County 300-year rule, which exceeds those amounts dedicated by previous developers seeking inclusion.

The Board will consider approval of the Inclusion Agreement at their meeting in February. Staff will revise the Inclusion Agreement based on the action above and other comments, and then transmit to the property owner for review prior to action taken by the Board at the February meeting.

Other Business

Status of Homestead Heights/Country Club Ranchettes #1

No new update.

Status of Hayesmount Estates

No new update.

Status of Ridgeview Estates

Mr. Simons provided an update. He has a meeting scheduled with the developer this week to review the system improvements.

Community Comments

None.

Adjournment

There being no further business to come before the Board at this time, upon motion duly made by Director Wyckoff, seconded by Director Polliard and, upon vote, unanimously carried, the meeting was adjourned at 7:25 p.m.

Respectfully submitted,

By ______Secretary for the Meeting

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Greatrock North Water & Sanitation District January Claims January 22, 2020

Vendor	Invoice #	Date	Amount
*CenturyLink	12/1/2020	12/31/2020	258.18
*MyAssetMap	E5F5CDB-0035	12/31/2020	199.99
*United Power Inc	12341500 Dec20	12/31/2020	312.27
*United Power Inc	2893502 Dec20	12/31/2020	749.22
*United Power Inc	6666302 Dec20	12/31/2020	664.72
*United Power Inc	7891601 Dec20	12/31/2020	1,055.83
*Xcel	12/31/2020	12/31/2020	61.87
*Xcel	12/31/2020	12/31/2020	87.60
		Auto Pay	3,389.68
Badger Meter, Inc.	1407319	12/18/2020	90.00
Badger Meter, Inc.	1408135	12/23/2020	8,028.72
Bishop Brogden Associates, Inc	47401	12/15/2020	4,426.30
Bishop Brogden Associates, Inc	47321	12/15/2020	1,157.75
Bishop Brogden Associates, Inc	47322	12/15/2020	2,190.00
CliftonLarsonAllen LLP	2718233	12/31/2020	3,191.52
CliftonLarsonAllen LLP	2718232	12/31/2020	7,678.02
CliftonLarsonAllen LLP	2718103	12/31/2020	3,942.79
Diversified Underground	23038	12/31/2020	105.00
Element Engineering, LLC	0002A-13	12/31/2020	1,762.50
Elite Industries, Inc.	6452	12/31/2020	931.30
Ismael Holguin	REFUND	12/21/2020	96.00
Pest Predator	1859	1/4/2021	240.00
Petrock & Fendel, PC	31587	7/31/2020	92.00
Petrock & Fendel, PC	31658	8/31/2020	253.00
Petrock & Fendel, PC	31720	9/30/2020	1,482.50
Petrock & Fendel, PC	31790	10/31/2020	483.00
Petrock & Fendel, PC	31914	12/31/2020	4,035.50
Point & Pay	9792-2020-12-V.1	12/31/2020	451.64
Ramey Enviromental Compliance, Inc	21318	10/12/2020	1,000.00
Ramey Enviromental Compliance, Inc	21681	12/17/2020	239.90
Ramey Enviromental Compliance, Inc	21691	12/31/2020	6,363.63
Ramey Enviromental Compliance, Inc	21724	1/11/2021	613.04
Ramey Enviromental Compliance, Inc	21742	1/18/2021	670.00
Ramey Enviromental Compliance, Inc	21743	1/18/2021	456.00
Timber Line Electric & Control Corporatio	5145	10/29/2020	642.80
Timber Line Electric & Control Corporatio	5230	12/29/2020	1,508.00
United Site Services, Inc	114-11435063	12/30/2020	219.96
Utility Notification Center of Colorado	220120612	12/31/2020	20.86
Utility Sales and Service	687	1/12/2021	4,261.00
White Bear Ankele Tanaka & Waldron	13961	12/31/2020	162.50
White Bear Ankele Tanaka & Waldron	13972	12/31/2020	6,252.70
		Bill.com	\$ 63,047.93
Grand Total			¢ 66 427 61
Grand Total			\$ 66,437.61



PO Box 99, Firestone, Colorado 80520 email: contact.us@RECinc.net

Greatrock North Water & Sewer District Monthly Activities Report December 14, 2020 to January 15, 2021

Daily Operations Summary

Greatrock North: 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: 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: 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.

12/14/20 (3.92hrs) Completed routine checks. Verified SCADA changes remotely adjusting values and set points.

12/16/20 (2hrs) Completed routine checks. Received delivery of antiscalant.

12/17/20 (3hrs) Completed routine checks. Completed preventative maintenance work orders.

12/18/20 (2hrs) Completed routine checks. Set LFH pumps to 35gpm for augmentation.

12/21/20 (2.25hrs) Completed routine checks. Exchange antiscalant drum for the RO with a new drum. Cleaned chlorine injector.

12/22/20 (2hrs) Completed routine checks. Collected hardness, TDS, and conductivity samples from Box Elder tanks.

12/23/20 (2hrs) Completed routine checks. Performed pH and conductivity tests at each subdivision.

12/28/20 (2hrs) Completed routine checks.

12/29/20 (1.5hrs) Received a call regarding a water meter leak at 16275 Del Ray Court. Upon investigation it was found that the yolk was installed backwards. USS was onsite changing out meters, when they isolated the meter, they did not realize the valve was on the discharge side of the meter. When the yolk was unscrewed from the meter the water pressure blew the meter out of the yolk as well as the gasket. Upon arrival, the nut on the yolk was tightened without the missing gasket. Will repair the leak once a new gasket is received.

12/30/20 (6.33hrs) Completed routine checks. Onsite to address a water meter leak at 16275 Del Ray Court. Upon arrival found the curb stop valve buried in six feet of mud. Cleared out enough mud to isolate the meter. Once the meter was isolated the leak was repaired and the meter was returned to service.

01/01/21 (1.9hrs) Completed routine checks. Added chlorine to day tank. Checked fuel levels for each generator.

01/04/21 (1.25hrs) Completed routine checks.

01/06/21 (2.84hrs) Completed routine checks. Attended a pre-construction meeting for Ridgeview Estates.

01/07/21 (1hrs) Drop off a construction meter damage deposit check to REC, Inc. to be mailed to Lisa Johnson, of CliftonLarsenAllen.

01/08/21 (1.75hrs) Completed routine checks. Collected hardness, TDS, conductivity, and the Langelier Index samples from each pump building. Timberline Electric servicing SCADA System remotely and caused multiple alarms. Arrived onsite to acknowledge the alarms but had to contact Timberline Electric to remotely log back in to fix issues to be able to acknowledge the alarms. Once issues were repaired operations returned to normal.

01/11/21 (2.08hrs) Completed routine checks.

1/13/21 (8.4hrs) Completed routine checks. Collected Bac-T samples. Assisted in the new water line tie in for Ridgeview Estates. Arrived onsite to shut water off to Greatrock Way. Once water was shut off, the line was drained through the lower elevation hydrant past the cut point. Once water stopped leaking out of the cut point, the hydrant was shut off. Blanco Contracting cut the main line and added in a T. Once work was completed, the line was slowly pressurized to test new addition. Once no leaking was observed, started flushing hydrants pulling water to the end of Greatrock Way and flushed until clear. Fielded water quality complaints and explained situation to residents.

01/14/21 (1.5hrs) ESD onsite working on the RO bypass PRV and the LF1 Meter. The RO Bypass PRV was cleaned and lubricated. The pressure valve was increased to 10psi. LF1 Meter display was not showing total gallons flowed. Upon inspection the meter face was partially unplugged from the mother board, plug was pushed back in and the meter put back into service.

01/15/21 (1.92hrs) Completed routine checks. Check fuel levels in each generator.

December 14, 2020 to January 15, 2021

RO Rune Time	20.5	hrs.
RO Concentrate Flow: 1 Pond (South)	36,972	gallons

Sampled Date: January 8, 2021

Monthly Testing	TDS (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Hardness (mg/L)
BE	541.00	58.80	10.53	190.10
RHF	552.00	61.20	10.84	197.50
GRN	549.00	61.20	10.84	197.40

Date	Permeate Flow	Concentrate Flow	% Recovery	Permeate Conductivity	Hour Meter
14-Dec	0	0	0	0	53.33
16-Dec	0	0	0	0	54.45
18-Dec	0	0	0	0	55.55
21-Dec	0	0	0	0	57.62
22-Dec	0	0	0	0	58.02
23-Dec	0	0	0	0	58.96
28-Dec	0	0	0	0	60.28
30-Dec	0	0	0	0	63.56
1-Jan	0	0	0	0	64.8
4-Jan	0	0	0	0	67.08
6-Jan	0	0	0	0	68.22
8-Jan	0	0	0	0	69.27
13-Jan	0	0	0	0	72.45
15-Jan	0	0	0	0	73.87

01/12/21 10:02 ub634_pg.php/Job No: 75130

GREATROCK NORTH WATER & SANITATION DISTRICT Services Installation Report

Page 1 of 1 USER: BRI

Installed From: 12/12/20 To: 01/12/21

Current					Svc	Svc	User	Flat Chg	Last Bill	Last Bill	Install	Line	Meter	
Account	Name	Location	Service Address	svc	Size	Туре	Type	Amount	Amount	Date	Date	Code	Pulled	

GREATROCK NORTH WATER & SANITATION DISTRICT FINANCIAL STATEMENTS DECEMBER 31, 2020

GREATROCK NORTH WATER & SANITATION DISTRICT Statement of Net Position - Enterprise Fund DECEMBER 31, 2020

		interprise
CURRENT ASSETS First Bank - Checking First Bank - Lockbox Colotrust Accounts Receivable - Customers Accounts Receivable - Certified with County Receivable from County Treasurer Property Tax Receivable AR - Inclusions Prepaid Insurance	\$	43,458 489,068 4,132,325 33,394 4,286 31,283 957,174 (986) 17,837
Total Current Assets		5,707,839
CAPITAL ASSETS Water Distribution System Land Water Rights Easements Construction in Progress Accumulated Depreciation Net Capital Assets	_	9,387,464 94,243 980,105 156,588 916,190 (3,264,861) 8,269,729
OTHER ASSETS Prepaid Bond Insurance, Net		33,576
Deferred Loss on Refunding		302,847
Other Assets		336,423
TOTAL ASSETS	\$	14,313,991
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES		
CURRENT LIABILITIES Accounts Payable Deposit - Refundable Water Meter Accrued Interest Payable Total Current Liabilities	\$	63,556 850 22,833 87,239
LONG - TERM LIABILITIES GO Bonds - Series 2010 Loan - Series 2020 GO Bonds - Series 2017 Bond Premium, Net Total Long-Term Liabilities		75,000 1,964,149 4,605,000 317,570 6,961,719
DEFERRED INFLOWS OF RESOURCES Deferred Property Tax Unearned Service Fees Total Deferred Inflows of Resources		957,174 2,507 959,681
NET POSITION Net Position Total Net Position		6,305,352 6,305,352
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$	14,313,991

GREATROCK NORTH WATER & SANITATION DISTRICT STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

ENTERPRISE FUND

	Ye	ar to Date Actual
OPERATING REVENUES:		
Service Charges - Greatrock	\$	197,565
Service Charges - Rocking Horse		135,062
Service Charges - Box Elder		181,103
Service Charges - Hayesmount		17,803
Inspection Fees		1.409
Transfer Fees		7,000
Water Meters		1,633
Dev Fees - Hayesmount Estates		63,900
Box Elder - Water Lease Irrigation		7,500
Late Fees / Penalties		3,944
TOTAL OPERATING REVENUES		616,919
OPERATING EXPENSES:		
Utilities		62,504
Customer Billing		34,763
Distribution System Mntc		9,771
Engineering - Administration		24,196
Engineering - Operations		10,560
Equipment and Tools		2,263
Facility Maintenance & Repair		73,234
Generator Preventative Mntc		9,717
GIS		6,851
Locates		3,222
Meter Reading		23,698
Operator Services		52,783
Plant Supplies		9,252
Project Mgmt / Oper Admin		3,442
Testing and Reporting		7,589
Treatment - Maintenance & Repair		4,755
Water Meters - Cap		8,386
Water Rights Dev - Eng. Water Rights Dev - Legal		58,519 11,267
TOTAL OPERATING EXPENSES		416,772
NET INCOME (LOSS)		200,147
OTHER REVENUES AND (EXPENDITURES) Property Taxes		937,670
Specific Ownership Taxes		68,130
Interest Income		33,966
Other Revenue		1,225
Available of Service Fees		3,888
Inclusion - Country Club Ranch #2		(16,599)
Accounting		(49,105)
Accounting		(8,357)
County Treasurer's Fee		(13,962)
Directors' Fees		(6,700)
District Management		(92,025)
District Management		(82,023)

GREATROCK NORTH WATER & SANITATION DISTRICT STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

ENTERPRISE FUND

Election	(2,503)
Insurance and Bonds	(18,791)
Legal	(68,807)
Miscellaneous	(7,590)
Payroll Taxes	(875)
Bond Interest - 2010	(46,625)
Bond Interest - 2017	(180,744)
Loan Issue Costs	(114,750)
Paying Agent Fees	 (1,000)
TOTAL OTHER REVENUES AND (EXPENDITURES)	 416,446
CHANGE IN NET POSITION	 616,593
BEGINNING NET POSITION	 5,688,759
ENDING NET POSITION	\$ 6,305,352

SUPPLEMENTARY INFORMATION

GREATROCK NORTH WATER & SANITATION DISTRICT SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN NET POSITION - BUDGET AND ACTUAL FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

ENTERPRISE FUND

		Annual Budget		Year to Date Actual		Variance	YTD Actual / Annual Budget
REVENUES							
Service Charges - Greatrock	\$	165,662	\$	197,565	\$	31,903	119.26 %
Service Charges - Rocking Horse		121,646		135,062		13,416	111.03 %
Service Charges - Box Elder		193,555		181,103		(12,452)	93.57 %
Service Charges - Hayesmount		-		17,803		17,803	- %
Inspection Fees		_		1,409		1,409	-%
Transfer Fees		_		7,000		7,000	- %
Water Meters		_		1,633		1,633	-%
Dev Fees - Hayesmount Estates		106,500		63,900		(42,600)	60.00%
Box Elder - Water Lease Irrigation		7,500		7,500		(.=,555)	100.00 %
Late Fees / Penalties		- 7,000		3,944		3,944	- %
Property Taxes		928,348		937,670		9,322	101.00 %
Specific Ownership Taxes		55,999		68,130		12,131	121.66 %
Interest Income		61,000		33,966		(27,034)	55.68 %
		01,000				,	
Other Revenue		4 000 000		1,225		1,225	-%
Grant Revenue		1,000,000		- 0.000		(1,000,000)	-%
Available of Service Fees		2,500		3,888		1,388	155.52 %
Inclusion - Country Club Ranch #2		_		(16,599)		(16,599)	- %
TOTAL REVENUES		2,642,710		1,645,199		(997,511)	62.25 %
EXPENDITURES							
Administrative		228,625		268,715		(40,090)	117.54%
Operations		590,006		416,772		173,234	70.64 %
Capital		3,457,500		511,382		2,946,118	14.79%
Debt Service		554,594		489,619		64,975	88.28 %
TOTAL EXPENDITURES		4,830,725	_	1,686,488		3,144,237	34.91%
OTHER FINANCING COURCES (HCES)							
OTHER FINANCING SOURCES (USES) Loan Proceeds		1 040 000		1 070 000		20.000	101 EE 0/
		1,940,000		1,970,000		30,000	101.55%
Payment to Refunding Escrow		(1,805,000)		(1,849,751)		(44,751)	102.48 %
TOTAL OTHER FINANCING SOURCES (USES)	_	135,000	_	120,249	_	(14,751)	<u>89.07 %</u>
REVENUES OVER (UNDER)							
EXPENDITURES - BUDGET BASIS		(2,053,015)		78,960		2,131,975	
ADJUSTMENTS TO RECONCILE BUDGET BASIS TO GAAP BASIS							
Capital Outlay				511,382			
Bond Principal				146,500			
Net Debt Refunding				(120,249)			
CHANGE IN NET POSITION			-	616,593			
BEGINNING NET POSITION				5,688,759			
ENDING NET POSITION			\$	6,305,352			
Funds Available are Calculated as Follows:							
Current Assets			\$	5,707,839			
Current Liabilities			·	(87,238)			
Deferred Inflows of Resources				(959,681)			
			\$	4,660,920			
			—	1,555,526			

GREATROCK NORTH WATER & SANITATION DISTRICT SCHEDULE OF EXPENDITURE DETAIL FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2020

ENTERPRISE FUND

	Annual Budget	Year to Date Actual	Variance	YTD Actual / Annual Budget
Administrative				
Accounting	\$ 28,000		, ,	175.38 %
Audit	9,000	8,357	643	92.86 %
County Treasurer's Fee	13,925	13,962	(37)	100.27 %
Directors' Fees	6,000	6,700	(700)	111.67 %
District Management	62,000	92,025	(30,025)	148.43 %
Election	10,000	2,503	7,497	25.03 %
Insurance and Bonds	22,000	18,791	3,209	85.41 %
Legal	60,250	68,807	(8,557)	114.20 %
Miscellaneous	15,000	7,590	7,410	50.60 %
Payroll Taxes	450	875	(425)	194.44 %
Website	2,000	073		
		-	2,000	- %
Total Administrative	228,625	268,715	(40,090)	117.54 %
Operations	40.000	00.504	(44.004)	100 11 0/
Utilities	48,300	62,504	(14,204)	129.41 %
Contingency	76,000	-	76,000	- %
Customer Billing	20,000	34,763	(14,763)	173.82 %
Distribution System Mntc	19,012	9,771	9,241	51.39 %
Engineering - Administration	35,350	24,196	11,154	68.45 %
Engineering - Operations	33,320	10,560	22,760	31.69 %
Equipment and Tools	3,000	2,263	737	75.43 %
Facility Maintenance & Repair	15,800	73,234	(57,434)	463.51 %
Generator Preventative Mntc	12,000	9,717	2,283	80.98 %
GIS	7,000	6,851	149	
Locates	7,000 5,000			97.87 %
	,	3,222	1,778	64.44 %
Meter Reading	8,000	23,698	(15,698)	296.23 %
Operator Services	64,624	52,783	11,841	81.68 %
Plant Supplies	8,100	9,252	(1,152)	114.22 %
Project Mgmt / Oper Admin	3,200	3,442	(242)	107.56 %
Rules and Regulations	1,500	-	1,500	- %
Testing and Reporting	9,800	7,589	2,211	77.44 %
Treatment - Maintenance & Repair	44,000	4,755	39,245	10.81 %
Water Meters - Cap	5,500	8,386	(2,886)	152.47 %
Water Rights Dev - Eng.	35,500	58,519	(23,019)	164.84 %
Water Rights Dev - Legal	50,000	11,267	38,733	22.53 %
	•	11,201		
Well - Rehab & Repair	85,000	·	85,000	- %
Total Operations	590,006	416,772	173,234	70.64 %
Capital	405.000	54.000	00.044	00 = 101
Alluvial Well	135,000	51,989	83,011	38.51 %
Concentrate Pond	1,050,000	50,269	999,731	4.79 %
Reverse Osmosis Unit Upgrade	2,072,500	188,090	1,884,410	9.08 %
Meter Upgrades	200,000	187,199	12,801	93.60 %
Capital Repair & Replacement	-	33,835	(33,835)	- %
Total Capital	3,457,500	511,382	2,946,118	14.79 %
Debt Service				
Bond Principal - 2010	75,000	76,500	(1,500)	102.00 %
Bond Principal - 2017	70,000	70,000	(1,000)	100.00 %
Bond Interest - 2010	93,250	46,625	46,625	
		•	40,023	50.00 %
Bond Interest - 2017	180,744	180,744	-	100.00 %
Loan Issue Costs	135,000	114,750	20,250	85.00 %
Paying Agent Fees	600	1,000	(400)	166.67 %
Total Debt Service	554,594	489,619	64,975	88.28 %
TOTAL	\$ 4,830,725	\$ 1,686,488	\$ 3,144,237	34.91 %

GREATROCK NORTH WATER & SANITATION DISTRICT Schedule of Cash Position December 31, 2020 Updated as of January 20, 2020

			erprise und
First Bank - Checking Account (7792)			
Balance as of December 31, 2020	\$, 4	43,457.68
Subsequent activities:			
01/04/21 - Deposit			1,632.75
01/05/21 - Deposit			651.34
01/06/21 - Deposit			926.10
01/07/21 - Deposit			610.19
01/11/21 - Deposit			291.44
01/12/21 - Deposit			346.28
01/13/21 - Deposit			128.76
01/14/21 - Deposit			210.86
01/15/21 - Deposit			624.85
01/15/21 - Xcel ACH			(149.47)
01/19/21 - Deposit			160.71
01/20/21 - Deposit			883.21
01/20/21 - CenturyLink ACH			(264.58)
Anticipated Transfer from CT		(65,000.00
Anticipated Bill.com Payables		(63,047.93)
Ant	icipated balance	ţ	51,462.19
First Bank - Lockbox Account (3070)			
Balance as of December 31, 2020		48	39,067.90
Subsequent activities:			
01/05/21 - Paymentech Fee			(30.00)
01/31/21 - Deposit (Utility Payments)			17,347.52 [°]
Ant	icipated balance	50	06,385.42
ColoTrust - General			
Balance as of December 31, 2020		4,13	32,324.70
Subsequent activities:		,	,
Anticipated Adams County Treasurer Recivable			31,282.71
Anticipated Transfer to 1st Bank		(0	65,000.00)
Anti	cipated balance	4,09	98,607.41
	Grand Total	4,6	56,455.02

Yield information as of 12/31/20:

FirstBank Lockbox - .03% ColoTrust - 0.1367%

GREATROCK NORTH WATER AND SANITATION DISTRICT Property Taxes Reconciliation 2020

				Current	t Year				Prior Year		
	Delinquent		Specific			Net	% of Total Pro	operty	Total	% of Total l	Property
	Property	Taxes, Rebates	Ownership		Treasurer's	Amount	Taxes Recei	ived	Cash	Taxes Re	ceived
	Taxes	and Abatements	Taxes	Interest	Fees	Received	Monthly	Y-T-D	Received	Monthly	Y-T-D
Beg Balance											
January	\$ 6,638.02	\$ -	\$ 5,418.67	\$ -	\$ (99.57)	11,957.12	0.72%	0.72%	\$ 14,524.30	1.16%	1.16%
February	392,091.56	-	5,833.24	-	(5,881.37)	392,043.43	42.24%	42.95%	339,271.47	43.13%	44.28%
March	40,933.62	-	4,759.38	-	(614.02)	45,078.98	4.41%	47.36%	28,158.29	3.03%	47.31%
April	67,329.38	-	3,146.38	22.40	(1,010.28)	69,487.88	7.25%	54.61%	73,983.59	8.99%	56.31%
May	75,618.06	-	7,378.95	34.28	(1,134.78)	81,896.51	8.15%	62.76%	33,488.80	3.71%	60.01%
June	319,585.07	-	4,675.83	206.60	(4,796.88)	319,670.62	34.43%	97.18%	297,562.29	37.78%	97.79%
July	10,263.91	-	6,561.11	147.33	(156.17)	16,816.18	1.11%	98.29%	17,539.85	1.59%	99.38%
August	5,800.50	-	6,447.29	112.66	(88.70)	12,271.75	0.62%	98.91%	6,300.87	0.00%	99.38%
September	4,863.08	-	6,398.91	64.61	(73.92)	11,252.68	0.52%	99.44%	5,941.93	0.00%	99.38%
October	1,782.69	-	6,085.79	108.74	(28.38)	7,948.84	0.19%	99.63%	6,295.24	0.20%	99.58%
November	10,893.37	-	6,342.15	217.76	(47.44)	17,405.84	1.17%	100.80%	10,277.76	0.42%	100.00%
December	1,871.10	-	5,081.85	128.48	(30.00)	7,051.43	0.20%	101.00%	4,894.73	0.00%	100.00%
	\$ 937,670.36	\$ -	\$ 68,129.55	\$ 1,042.86	\$ (13,961.51)	\$ 992,881.26	101.00%	101.00%	\$ 838,239.12	100.00%	100.00%

				Property Taxes		% Collected to	
	Taxes Levied		% of Levied		Collected	Amount Levied	
Property Tax							
General Fund	\$	528,368.00	56.91%	\$	533,673.81	101.00%	
Debt Service Fund		399,980.00	43.09%		403,996.55	101.00%	
	\$	928,348.00	100.00%	\$	937,670.36	101.00%	
		-	-		-		
Specific Ownership Tax							
General Fund	\$	32,000.00	57.14%	\$	38,931.87	121.66%	
Debt Service Fund		23,999.00	42.86%		29,197.68	121.66%	
	\$	55,999.00	100.00%	\$	68,129.55	121.66%	
Treasurer's Fees							
General Fund	\$	7,926.00	56.92%	\$	7,946.21	100.25%	
Debt Service Fund		6,000.00	43.08%		6,015.30	100.26%	
	\$	13,926.00	100.00%	\$	13,961.51	100.25%	

Assessed Valuation	Mill Levy
	26.750
	20.250
\$ 19,752,080	47.000

Inclusion Detail Report As of January 22, 2021

Type	Date	Num	Name	Memo	Debit	Credit	Balance
401255 · AR - Country C	lub Ranch #2 Incl	lusion					
Bill	04/30/2019	4842	White Bear Ankele Tanaka & Waldron		1,276.13	-	1,276.13
Bill	05/15/2019	44689	Bishop Brogden Associates, Inc		106.50	-	1,382.63
Deposit	05/30/2019	1456	Premier Community Homes, Ltd	Deposit	-	5,000.00	(3,617.37)
Bill	05/31/2019	5116	White Bear Ankele Tanaka & Waldron		510.45	-	(3,106.92)
Deposit	06/17/2019	1492	Premier Community Developments, LTD	Deposit	-	5,000.00	(8,106.92)
Bill	06/30/2019	5679	White Bear Ankele Tanaka & Waldron		1,531.35	-	(6,575.57)
Bill	07/01/2019	30437	Petrock & Fendel, PC		1,192.50	-	(5,383.07)
Bill	07/15/2019	45064	Bishop Brogden Associates, Inc		5,652.33	-	269.26
Bill	07/31/2019	30540	Petrock & Fendel, PC		3,327.50	-	3,596.76
Bill	07/31/2019	July 2019	Special District Management Services, Inc		210.00	-	3,806.76
Bill	07/31/2019	6052	White Bear Ankele Tanaka & Waldron		4,544.34	-	8,351.10
Bill	07/31/2019	1158	MMI Water Engineers, LLC	Engineering Services July 2019	569.45	-	8,920.55
Bill	08/15/2019	45132	Bishop Brogden Associates, Inc		3,035.25	-	11,955.80
Bill	08/31/2019	30637	Petrock & Fendel, PC		742.50	-	12,698.30
Bill	08/31/2019	6488	White Bear Ankele Tanaka & Waldron		1,117.25	-	13,815.55
Bill	08/31/2019	1170	MMI Water Engineers, LLC	Engineering Services July 2019	511.50	-	14,327.05
Bill	09/30/2019	6883	White Bear Ankele Tanaka & Waldron		521.73	-	14,848.78
Bill	10/15/2019	45446	Bishop Brogden Associates, Inc		2,110.50	-	16,959.28
Bill	10/31/2019	7459	White Bear Ankele Tanaka & Waldron		776.95	-	17,736.23
Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	124.00	-	17,860.23
Bill	11/15/2019	45591	Bishop Brogden Associates, Inc	Country Club Ranchettes Filing #2	2,441.17	-	20,301.40
Deposit	11/25/2019	1603	Premier Community Developments, LTD	Deposit	-	18,351.10	1,950.30
Bill	11/30/2019	7751	White Bear Ankele Tanaka & Waldron	Inclusion	627.81	-	2,578.11
Bill	12/31/2019	8284	White Bear Ankele Tanaka & Waldron	Country Club Ranchettes Inclusion	340.30	-	2,918.41
Bill	01/15/2020	45839	Bishop Brogden Associates, Inc	Water Rights - Country Club Ranchettes Filing #2	328.50	-	3,246.91
Bill	01/31/2020	8797	White Bear Ankele Tanaka & Waldron	Inclusion	2,586.59	-	5,833.50
Bill	01/31/2020	31141	Petrock & Fendel, PC	Country Club Ranchettes	3,450.00	-	9,283.50
Bill Bill	02/15/2020 02/17/2020	45963 1250	Bishop Brogden Associates, Inc	Country Club Ranchettes Filing #2	2,808.00 1,081.27	-	12,091.50 13,172.77
Bill	02/17/2020	31220	MMI Water Engineers, LLC Petrock & Fendel, PC	Country Club Ranch #2 Country Club Ranchettes	1,061.27	-	14,241.27
Bill	02/29/2020	9026	White Bear Ankele Tanaka & Waldron	Inclusion	392.06	_	14,633.33
Bill	03/15/2020	46090	Bishop Brogden Associates, Inc	County Club Ranchettes	460.50	-	15,093.83
Bill	03/22/2020	1256	MMI Water Engineers, LLC	Country Club Ranch #2 Inclusion	241.79	_	15,335.62
Bill	03/31/2020	9578	White Bear Ankele Tanaka & Waldron	Inclusion	746.20	_	16,081.82
Bill	03/31/2020	31295	Petrock & Fendel, PC	Country Club Ranchettes	1,853.00	_	17,934.82
Deposit	04/21/2020	1914	Premier Community Developments Ltd	Deposit	-	22,000.00	(4,065.18)
Bill	04/24/2020	1278	MMI Water Engineers, LLC	Country Club Ranch #2 Inclusion	80.00	-	(3,985.18)
Bill	04/30/2020	04/30/20	White Bear Ankele Tanaka & Waldron	Inclustion	310.58	_	(3,674.60)
Bill	04/30/2020	2487606	CliftonLarsonAllen LLP	Inclusion Costs	215.00	_	(3,459.60)
Bill	07/31/2020	11472	White Bear Ankele Tanaka & Waldron	Inclusion Costs	261.38	-	(3,198.22)
Bill	07/31/2020	2583683	CliftonLarsonAllen LLP	Inclusion Costs	193.50	-	(3,004.72)
Bill	08/15/2020	46778	Bishop Brogden Associates, Inc	Inclusion Costs	307.50	-	(2,697.22)
Bill	08/31/2020	11909	White Bear Ankele Tanaka & Waldron	Inclusion Costs	945.05	-	(1,752.17)
Bill	08/31/2020	2609106	CliftonLarsonAllen LLP	Inclusion Costs	129.00	-	(1,623.17)
Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	416.00	-	(1,207.17)
Bill	09/30/2020	12375	White Bear Ankele Tanaka & Waldron	Inclusion Costs	609.88	-	(597.29)
Bill	09/30/2020	2638016	CliftonLarsonAllen LLP	Inclusion Costs	731.00	-	133.71
Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	480.00	-	613.71
Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	576.00	-	1,189.71
Deposit	11/20/2020	1117	Premier Community Developments Ltd	Deposit	-	5,000.00	(3,810.29)
Deposit	11/20/2020	2275	CC Ranchettes	Deposit	-	5,000.00	(8,810.29)
Bill	11/30/2020	13218	White Bear Ankele Tanaka & Waldron	Inclusion Costs	1,503.68	-	(7,306.61)
Bill	11/30/2020	2692405	CliftonLarsonAllen LLP	Inclusion Costs	814.00	-	(6,492.61)
Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	480.00	-	(6,012.61)
Bill	12/31/2020	13972	White Bear Ankele Tanaka & Waldron	Inclusion Costs	871.25	-	(5,141.36)
Bill	12/31/2020	2718232	CliftonLarsonAllen LLP	Inclusion Costs	242.00		(4,899.36)
Total 401255 · AR - Coun	ntry Club Ranch #2	Inclusion		=	55,451.74	60,351.10	(4,899.36)

Inclusion Detail Report As of January 22, 2021

	Type	Date	Num	Name	Memo	Debit	Credit	Balance
401256 -	AR - Ridgeview	Estates Inclusio	an.					
.0.200	Deposit	03/21/2019	0088252775	Ridgeview Properties	Ridgeview Estates - Deposit to Prepare Letter	-	3,500.00	(3,500.00)
	Bill	03/30/2019	1103	MMI Water Engineers, LLC		31.00	-	(3,469.00)
	Bill	04/29/2019	1114	MMI Water Engineers, LLC		511.50	-	(2,957.50)
	Bill	05/01/2019	30225	Petrock & Fendel, PC		315.00	-	(2,642.50)
	Bill	05/15/2019	44772	Bishop Brogden Associates, Inc		768.50	-	(1,874.00)
	Bill	06/05/2019	1129	MMI Water Engineers, LLC		31.00	-	(1,843.00)
	Bill	06/15/2019	44846	Bishop Brogden Associates, Inc		1,103.25	-	(739.75)
	Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	775.00	-	35.25
	Bill	11/30/2019	7751	White Bear Ankele Tanaka & Waldron	Inclusion	297.76	-	333.01
	Bill	01/19/2020	1232	MMI Water Engineers, LLC	Inclusion Engineering	201.50	-	534.51
	Bill	02/17/2020	1250	MMI Water Engineers, LLC	Ridgeview Estates	32.00	-	566.51
	Bill	03/22/2020	1256	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	923.45	-	1,489.96
	Deposit	04/15/2020	1006	Ridgeview Properties		-	2,000.00	(510.04)
	Bill	04/24/2020	1278	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	208.00	-	(302.04)
	Bill	05/25/2020	1292	MMI Water Engineers, LLC	Ridgeview Estates Inclusion	128.00	-	(174.04)
	Bill	06/30/2020	1302	MMI Water Engineers, LLC		208.00	-	33.96
	Bill	06/30/2020	10926	White Bear Ankele Tanaka & Waldron		217.81	-	251.77
	Bill	06/30/2020	2550017	CliftonLarsonAllen LLP		64.50	-	316.27
	Bill	08/19/2020	1325	MMI Water Engineers, LLC	Inclusion Costs	272.00	-	588.27
	Deposit	08/21/2020	1007	Ridgeview Properties		-	3,000.00	(2,411.73)
	Withdrawal	08/27/2020	1007	Ridgeview Properties		3,000.00	-	588.27
	Bill	08/31/2020	2609106	CliftonLarsonAllen LLP	Inclusion Costs	43.00	-	631.27
	Deposit	09/02/2020	WIRE	Ridgeview Properties		-	3,000.00	(2,368.73)
	Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	304.00	-	935.27
	Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	16.00	-	951.27
	Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	576.98	-	1,528.25
	Bill	11/30/2020	21539	Ramey Environmental Compliance	Includion Costs	217.50	-	1,745.75
	Bill	11/30/2020	2692405	CliftonLarsonAllen LLP	Inclusion Costs	44.00	-	1,789.75
	Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	1,269.95	-	3,059.70
Total 401	256 · AR - Ridge	view Estates Incl	lusion			11,559.70	11,500.00	59.70

Inclusion Detail Report As of January 22, 2021

_	Туре	Date	Num	Name	Memo	Debit	Credit	Balance
401258 · AR	R - Homestead I							
В	Bill	03/30/2019	1104	MMI Water Engineers, LLC		263.50	-	263.50
В	Bill	03/30/2019	1103	MMI Water Engineers, LLC		108.50	-	372.00
В	Bill	04/29/2019	1114	MMI Water Engineers, LLC		294.50	-	666.50
В	Bill	06/05/2019	1129	MMI Water Engineers, LLC		682.00	-	1,348.50
В	Bill	06/30/2019	1138	MMI Water Engineers, LLC	Engineering Services April 21 - May 18, 2019	201.50	-	1,550.00
В	Bill	07/31/2019	1158	MMI Water Engineers, LLC	Engineering Services July 2019	1,007.50	-	2,557.50
В	Bill	08/31/2019	1170	MMI Water Engineers, LLC	Engineering Services July 2019	62.00	-	2,619.50
В	Bill	09/30/2019	1182	MMI Water Engineers, LLC	Engineering Services Aug & Sept 2019	170.50	-	2,790.00
В	Bill	11/11/2019	1202	MMI Water Engineers, LLC	Engineering Services Aug 2019	77.50	-	2,867.50
В	Bill	12/16/2019	1217	MMI Water Engineers, LLC	Homestead Heights Inclusion	62.00	-	2,929.50
В	Bill	01/19/2020	1232	MMI Water Engineers, LLC	Inclusion Engineering	524.65	-	3,454.15
В	Bill	02/17/2020	1250	MMI Water Engineers, LLC	Homestead Heights	931.43	-	4,385.58
В	Bill	04/24/2020	1278	MMI Water Engineers, LLC	Homestead Heights	96.00	-	4,481.58
В	Bill	05/25/2020	1292	MMI Water Engineers, LLC	Homestead Heights	496.00	-	4,977.58
В	Bill	06/30/2020	1302	MMI Water Engineers, LLC	Homestead Heights	1,808.00	-	6,785.58
В	Bill	07/31/2020	1313	MMI Water Engineers, LLC	Homestead Heights	96.00	-	6,881.58
D	Deposit	08/07/2020	2103839	Greatrock North WSD	Homestead Heights	-	5,000.00	1,881.58
В	Bill	08/19/2020	1325	MMI Water Engineers, LLC	Inclusions Costs	272.00	-	2,153.58
В	Bill	09/14/2020	1339	MMI Water Engineers, LLC	Inclusion Costs	216.53	-	2,370.11
В	Bill	09/30/2020	2638016	CliftonLarsonAllen LLP	Inclusion Costs	107.50	-	2,477.61
В	Bill	10/20/2020	1352	MMI Water Engineers, LLC	Inclusion Costs	288.00	-	2,765.61
В	Bill	11/15/2020	1356	MMI Water Engineers, LLC	Inclusion Costs	256.20	-	3,021.81
В	Bill	12/14/2020	1371	MMI Water Engineers, LLC	Inclusion Costs	832.00	-	3,853.81
Total 401258	8 · AR - Homes	tead Heights Ind	clusion			8,853.81	5,000.00	3,853.81



Alan E. Curtis

January 11, 2021

VIA EMAIL

Robert Fleck, President
Greatrock North Water and Sanitation District
c/o Lisa Johnson
CLA Broomfield
370 Interlocken Boulevard
Suite 500
Broomfield, CO 80021-8014
(303) 439-6029
lisa.johnson@CLAconnect.com

Re: Representation in Case No. 20CW3214 (Rangeview et al.)

Dear Lisa:

White & Jankowski LLC ("WJ") would be pleased to represent Greatrock North Water and Sanitation District (the "District") as conflict counsel as discussed below. The purpose of this Agreement is to provide the District with important information about WJ's proposed scope of work, WJ's fees and billing policies, and other terms that will govern the attorney-client relationship between the District and WJ.

SCOPE OF WORK

In providing legal representation, WJ will represent the District as conflict counsel in connection with the water court application filed by Rangeview Metropolitan District, Pure Cycle Corporation and the State Board of Land Commissioners in Case No. 20CW3214, Water Division 1. WJ will not perform additional work for the District unless: (1) the District specifically requests WJ's advice or representation on other issues or projects; and (2) WJ specifically agrees to perform the requested additional work.

After WJ completes the Scope of Work described above, WJ will not assume continuing responsibility to advise the District on matters affecting the work WJ has performed unless the District and WJ agree in writing that WJ's representation extends to providing continuing advice.

DEALING WITH CONFLICTS

WJ has no current conflicts of interest that might prevent WJ from undertaking the Scope of Work detailed above. If WJ discovers any conflict, WJ will confer with the District promptly about the circumstances and how the matter should be resolved consistent with the Colorado Rules of Professional Conduct.

Robert Fleck, President Greatrock North Water and Sanitation District January 11, 2021 Page 2 of 3

ATTORNEY-CLIENT RELATIONSHIP

The attorney-client relationship is one of mutual trust, confidence, and respect. In order to competently and diligently represent the District, WJ is dependent upon the District for factual and other information. Therefore, the District agrees to be available at reasonable times to confer with WJ by telephone and/or email on necessary issues and to cooperate and participate in the foregoing matters as WJ may request. The District agrees to advise WJ of any changes to the contact information listed on the first page of this Agreement.

The District may terminate WJ's representation at any time, although the District remains obligated to pay accrued fees and costs. WJ may also terminate representation pursuant to the Rules of Professional Conduct, Rule 1.16 and any additional provisions that may apply to a particular situation.

COSTS AND FEES/HOURLY RATES

WJ charges fees on an hourly basis. WJ also charges for costs advanced, such as filing fees, large photocopying jobs, computerized legal research and other similar disbursements. WJ's current hourly rates are as follows: (1) \$320 for David Taussig; (2) \$290 for myself; (3) \$270 for Ginny Sciabbarrasi and Heather Warren; (4) \$155 for WJ's paralegal Melanie Cabral; and (5) \$125 for WJ's legal administrative assistant Andrea Browne.

MONTHLY BILLING STATEMENT

WJ will email the District a monthly statement for all services performed during the previous month by email at lisa.johnson@CLAconnect.com or an updated email address provided by the District in writing to WJ. In addition to fees, the statement may also include charges for costs advanced.

Failure to timely pay will be grounds for WJ to terminate its representation, subject to applicable rules. WJ reserves the right to charge interest on all past-due balances at one and one-half percent per month, or 18 percent annually.

FILE RETENTION

By signing below, the District agrees to, and acknowledges notice of, WJ's file retention policy which was developed in accordance with the Colorado Rules of Professional Conduct. Absent a written agreement to the contrary, WJ will consider the District's client matters to be closed sixty (60) days after all pending tasks have been completed, provided that WJ has no knowledge of pending or threatened litigation against the District relating to the Scope of Work.

agree to

terms set

Robert Fleck, President Greatrock North Water and Sanitation District January 11, 2021 Page 3 of 3

Once the District's client matters are closed as discussed above, WJ will return to the District any original documents the District has provided to WJ and may elect to deliver the documents developed during our representation to the District or retain those documents.

Any documents not provided to the District will be retained for a period of five (5) years following closure of this matter and will then be destroyed subject to court rule and any applicable statutory exceptions. The District may request to reclaim any documents prior to their destruction. The District is responsible for notifying WJ of any change in address or contact information.

ACCEPTANCE OF TERMS OF REPRESENTATION

If the scope and terms of engagement are acceptable to the District, please indicate this by countersigning below. Please return a signed letter for our files and retain a copy for the District's files.

Thank you for the opportunity to represent the District.

s A	incerely, Im In In In In In In In In In
I, Robert Fleck, President, Greatrocl engage White & Jankowski LLC for the scope forth above.	North Water and Sanitation District, of work described in this letter under the

INDEPENDENT CONTRACTOR AGREEMENT (ENGINEERING AND HYDROGEOLOGICAL SERVICES)

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 22nd day of January, 2021, by and between GREATROCK NORTH WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District"), and MARTIN AND WOOD WATER CONSULTANTS, INC., a Colorado 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. <u>TERM/RENEWAL</u>. 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, 2021. Notwithstanding the foregoing, unless terminated pursuant to (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. <u>ADDITIONAL SERVICES</u>. 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. <u>REPAIRS/CLAIMS</u>. 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 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.
- 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, subconsultant 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. <u>MONTHLY STATUS REPORT</u>. 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. <u>Compensation</u>. 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 A-1**.

- b. <u>Invoices</u>. 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. <u>TIME FOR PAYMENT</u>. 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. <u>INDEPENDENT CONTRACTOR</u>. 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. <u>EQUAL OPPORTUNITY / EMPLOYMENT ELIGIBILITY</u>. 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.

The Contractor hereby states that it does not knowingly employ or contract with illegal aliens and that the Contractor has participated in or has attempted to participate in the E-Verify Program or Department Program (formerly known as the Basic Pilot Program) (as defined in § 8-17.5-101, C.R.S.) in order to verify that it does not employ any illegal aliens. The Contractor affirmatively makes the follow declarations:

- a. The Contractor shall not knowingly employ or contract with an illegal alien who will perform work under the public contract for services contemplated in this Agreement and will participate in the E-Verify Program or Department Program (as defined in §8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for Services contemplated in this Agreement.
- b. The Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform the services contemplated in this Agreement.
- c. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If the Contractor obtains actual knowledge that a subcontractor performing the services under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
- i. Notify the subcontractor and the District within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien.

- ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- f. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation involving matters under this Section 10 that such Department is undertaking pursuant to the authority established in § 8-17.5-102, C.R.S.
- g. If the Contractor violates a provision of this Agreement pursuant to which § 8-17.5-102, C.R.S., applies the District may terminate this Agreement upon three (3) days written notice to the Contractor. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the District.

11. <u>CONTRACTOR'S INSURANCE</u>.

- 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 B**, 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 B-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.

- 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. <u>Personal Identifying Information</u>. During the performance of this Agreement, the District may disclosure 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 Contract; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.
- c. <u>Conflicts</u>. 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.
- OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared 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.

LIENS AND ENCUMBRANCES. The Contractor shall not have any right or 14. 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, 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.

- 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. <u>ASSIGNMENT</u>. 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. <u>SUB-CONTRACTORS</u>. 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. <u>TERMINATION</u>. 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. Either 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. Such notice shall not be required for automatic expiration under Section 2, above. 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. <u>DEFAULT</u>. 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 additional 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 and Sanitation District

c/o CliftonLarsonAllen LLP

370 Interlocken Boulevard, Suite 500

Broomfield, Colorado 80021

Attention: Lisa A. Johnson, Manager

Phone: (303) 939-6029

Email: Lisa.Johnson@claconnect.com

With a Copy to: White Bear Ankele Tanaka & Waldron

2154 East Commons Avenue, Suite 2000

Centennial, Colorado 80122

Attention: Jennifer Gruber Tanaka, Esq.

Phone: (303) 858-1800 E-mail: jtanaka@wbapc.com

Contractor: Martin and Wood Water Consultants, Inc.

538 Commons Drive Golden, CO 80401

Attention: Alecia Lowney, as Registered

Agent

Phone: (303) 526-2600

Email:

- 21. <u>AUDITS</u>. 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. <u>ENTIRE AGREEMENT</u>. 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. 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. <u>BINDING AGREEMENT</u>. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- 24. <u>NO WAIVER</u>. 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 / DISPUTES.

- a. <u>Venue</u>. 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. <u>Litigation</u>. At the District's request, if and to the extent the Contractor is an indispensable party, 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. Notwithstanding anything else in this Agreement to the contrary, 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. <u>NEGOTIATED PROVISIONS</u>. 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. <u>SEVERABILITY</u>. 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. <u>NO THIRD PARTY BENEFICIARIES</u>. 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. <u>OPEN RECORDS</u>. 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. <u>STANDARD OF CARE</u>. In providing Services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time.
- 34. <u>TAX EXEMPT STATUS</u>. 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. <u>COUNTERPART EXECUTION</u>. 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 a
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 & W Attorneys at Law	ALDRON
General Counsel to the District	-
General Counsel to the District	

District's Signature Page to Independent Contractor Agreement for Engineering and Hydrogeological Services with Greatrock North Water and Sanitation District, dated January 22, 2021

			CONSULTANTS, INC., a
	By: Printed Name: Title:		
STATE OF COLORADO COUNTY OF)) ss.)	
The foregoing instrume 2021, byWOOD WATER CONSULTA	ent was acknown, as the NTS, INC	owledged before me this	day of, of MARTIN AND
Witness my hand and o My commission expires:			
		Notary Public	

Contractor's Signature Page to Independent Contractor Agreement for Engineering and Hydrogeological Services with Greatrock North Water and Sanitation District, dated January 22, 2021

EXHIBIT A

SCOPE OF SERVICES/COMPENSATION SCHEDULE



Martin and Wood Water Consultants, Inc.

538 Commons Drive, Golden, CO 80401 Phone: (303) 526-2600. Fish: (303) 526-2624 www.martinandwnod.com

January 22, 2021

Lisa Johnson
CliftonLarsonAllen LLP
8390 Crescent Parkway, Ste 300
Greenwood Village, CO 80111
lisa.iohnson@claconnect.com

Delivered via Email

Re: Proposal for Services

Case No. 20CW3214, Division 1 Water Court

Evaluation of an Application for a Change of Water Rights & Amendment of Plan for

Augmentation

Dear Ms. Johnson:

Martin and Wood Water Consultants, Inc. (Martin and Wood) is pleased to present this proposal for engineering and hydrogeological professional services related to the evaluation of the application filed by State of Colorado, acting by and through its Board of Land Commissioners, Pure Cycle Corporation, and Rangeview Metropolitan District (Applicants) for a Change of Conditional Water Rights and Plan for Augmentation pending in Case No. 20CW3214 (Application). The water rights to be changed are reservoirs, and points of diversion used to fill the reservoirs, located on the Lowry Range, which is within the Rangeview Metropolitan District service area. The plan for augmentation provides replacement water for stream depletions resulting from surface and groundwater diversions delivered to storage in the reservoirs. We understand that you would like us to evaluate the Application and provide our opinion regarding the sufficiency of the terms and conditions of the changes of water rights and the plan for augmentation to prevent injury to Greatrock North WSD's vested water rights.

Scope of Work

Martin and Wood will perform a review of all pertinent documentation provided to us by you and Greatrock North WSD's counsel in this matter, evaluate the potential for storage using the decreed and proposed reservoir locations, diversion structures and augmentation sources, perform an analysis on the well documentation for consistency in Applicant's claim of well capabilities, review the water demands, evaluate the additional augmentation sources,

Lisa Johnson January 22, 2021 Page 2 of 6

review the well depletion analysis (including water replacement locations, well depletion timing, and pumping test analysis), evaluate the augmentation plan, review proposed the terms and conditions, and provide a report summarizing our opinions and conclusions regarding the Application. We will also provide further review and opinions related to future submittals by the Applicants for this applications, participate in negotiations, prepare expert reports, and testify at trial, as necessary.

We will bill at hour hourly rates as described in the attached schedule of hourly rates and expenses.

If this proposal and the terms thereof are not acceptable as to form of contract, budget, or scope of work, please contact me at your convenience to discuss these items. Please contact me at 720-836-6573.

Sincerely.

MARTIN AND WOOD WATER CONSULTANTS, INC.

Craig M Lis, P.E. Principal Engineer

Martin and Wood Water Consultants, Inc.

Services provided under this Agreement, for the project Case No. 20CW3214, Division 1 Water Court (the "PROJECT"), unless otherwise noted, will be billed in accordance with the attached Schedule of Hourly Rates and Expenses, which are subject to change effective January 1 of each calendar year.

1. DISTRICT'S RESPONSIBILITY

- 1.1 DISTRICT shall provide all criteria and full information as to DISTRICT'S requirements for the Project; designate a person or party and named upon acceptance of this agreement, to act with authority on DISTRICT'S behalf in respect to all aspects of the Project; examine and respond promptly to CONTRACTOR'S submissions; and give prompt written notice to CONTRACTOR whenever he observes or otherwise becomes aware of any defect in the work.
- 1.2 DISTRICT shall also do the following and pay all costs incident thereto:
- a. Furnish to CONTRACTOR all of the following which exist at the beginning of this Agreement and relate to the work to be performed pursuant to this Agreement and any of the following which DISTRICT may authorize in connection with this Agreement: core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property descriptions; zoning and deed restrictions; all of the above of which CONTRACTOR may rely upon in performing his services.
- b. To the extent it is within DISTRICT'S control to do so, guarantee access to and make all provisions for CONTRACTOR to enter upon public and private property.
- c. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
 - d. Provide field control surveys and fix reference points and base lines.
- 1.3 DISTRICT shall pay all costs incident to obtaining bids or proposals from Contractor(s).
- 2. Billings for work performed hereunder by the CONTRACTOR will be made as stated in the Agreement.
- 3. A late payment penalty of 1-1/2% per month shall accrue on balances unpaid 30 days after the date of mailing of invoice to DISTRICT. If no payment is made within 60 days after the date of billing, CONTRACTOR may, after giving seven days' written notice to DISTRICT, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.
- 4. The DISTRICT agrees to pay reasonable collection costs plus attorneys' fees incurred by the CONTRACTOR in the collection of any amounts due to the CONTRACTOR upon completion or cancellation of this Agreement.
- 5. Nothing contained in this Agreement shall create a contractual relationship with or a cause

of action in favor of a third party against either the DISTRICT or the CONTRACTOR. The CONTRACTOR's Services under this Agreement are being performed solely for the DISTRICT's benefit, and no other party or entity shall have any claim against the CONTRACTOR because of this Agreement or the performance or nonperformance of services hereunder.

- 6. All documents including Drawings and Specifications prepared by CONTRACTOR pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by DISTRICT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONTRACTOR for the specific purposes intended will be at DISTRICT's sole risk and without liability or legal exposure to CONTRACTOR from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from. Any such verification or adaptation will entitle CONTRACTOR to further compensation at rates to be agreed upon by DISTRICT and CONTRACTOR.
- 7. It is intended by the parties to this Agreement that the CONTRACTOR's services in connection with the Project shall not subject the CONTRACTOR's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the DISTRICT agrees that as the DISTRICT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONTRACTOR, a Colorado corporation, and not against any of the CONTRACTOR's individual employees, officers or directors.



Martin and Wood Water Consultants, Inc. 538 Commons Drive , Golden, CO 80401 Phone: (303) 526-2600 , Par: (303) 526-2624 www.martinendwood.com

SCHEDULE OF HOURLY RATES AND EXPENSES Calendar Year 2021

CLASSIFICATION	HOURLY RATE
Principal Engineer or Principal Hydrogeologist	\$ 206.00
Senior Engineer or Senior Hydrogeologist	\$ 192.00
Senior Project Engineer or Senior Project Hydrogeologist	\$ 172.00
Project Engineer or Project Hydrogeologist	\$ 152.00
Staff Engineer or Staff Hydrogeologist	\$ 136.00
Draftsperson or Technician	\$ 85.00
Administrative	\$ 65.00
OTHER CHARGES	
Outside Services and Expenses	Cost plus 10%
Vehicle Mileage	.56 cents per mile
Testimony Time	Hourly Rate +25%

The Schedule of Hourly Rates and Expenses will be subject to change effective January 1, 2022.

Michelle Johnson
MARTIN AND WOOD WATER CONSULTANTS, INC.

EXHIBIT A-1

CONTRACTOR'S COMPLETED W-9

EXHIBIT B

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;
 - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant; and

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.
- 6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

EXHIBIT B-1

CERTIFICATE(S) OF INSURANCE

EXHIBIT C

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,

MARTIN AND WOOD WATER CONSULTANTS, INC.

is a

Corporation

formed or registered on 02/07/1991 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19911007777.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/21/2021 that have been posted, and by documents delivered to this office electronically through 01/22/2021 @ 11:22:11 .

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 01/22/2021 @ 11:22:11 in accordance with applicable law. This certificate is assigned Confirmation Number 12875969



Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Web site, http://www.sos.state.co.us/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 Web site, http://www.sos.state.co.us/click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



GREATROCK NORTH WATER AND SANITATION DISTRICT ENGINEER'S REPORT January 24, 2021

Facility Activities

Box Elder Creek Ranch Subdivision

MMI Water Engineers continues to work with Ramey Environmental Compliance on the operation of the Box Elder Creek Ranch water treatment facility in an effort to improve upon overall water quality.

Rocking Horse Farms Subdivision

Brad Simons and Mike Murphy intend to meet at the Rocking Horse Farms tank site to review yard piping and pump operations in an effort to address water pressure issues.

Greatrock North Subdivision

No activity updates to report.

Hayesmount Estates Subdivision

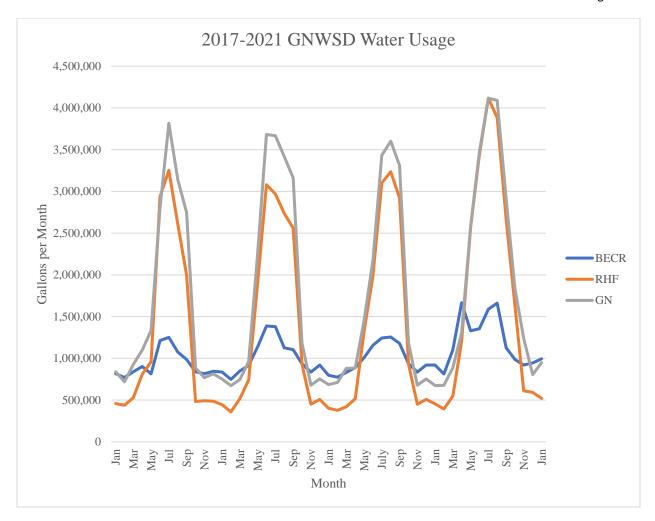
No activity updates to report.

District-wide Activities

General Water Accounting

Below is a tabulation and graph of water usage (gallons) for each month for each subdivision based upon the daily/monthly SCADA reports.

2018, 2019, & 2020	BECR	RHF	GN		
December (2018)	921,072	508,705	754,203		
January (2019)	796,883	401,939	686,814		
February	774,758	377,806	710,598		
March	831,348	420,949	880,730		
April (projected)#	888,839	516,644	883,631		
May	1,007,538	1,318,466	1,450,327		
June	1,158,465	1,995,163	2,181,844		
July	1,244,000	3,099,940	3,432,270		
August	1,254,862	3,235,914	3,601,755		
September (as of 09/22/19)	864,337	2,141,286	2,427,177		
September (projected)	1,178,641	2,919,936	3,309,787		
October	DATA NOT AVAILABLE				
November		DATA NOT AVAILABLE			
December (2019)		DATA NOT AVAILABLE			
January (2020)	920,151	456,104	674,231		
February (2020)	813,103	393,499	677,324		
March (extrapolated)	1,102,947	548,954	887,770		
April (2020)	1,666,738	1,205,597	1,308,247		
May (2020)	1,329,794	2,567,558	2,577,018		
June (2020)	1,354,490	3,436,038	3,474,282		
July (2020)	1,589,929	4,116,479	4,115,786		
August (2020)	1,661,503	3,883,490	4,088,931		
September (2020)	1,127,211	2,670,221	2,915,935		
October (2020)	987,550	1,633,776	1,838,619		
November (2020)	920,123	612,126	1,238,940		
December (2020)	946,004	592,328	805,340		
January (through 01/23/21)	737,849	386,390	703,649		
January (projected)	994,492	520,787	948,396		



Water Quality Tracking

Below are tables summarizing water quality, pond levels, and electricity usage. On September 11, 2020, REC removed the reverse osmosis runtime restrictions.

	TDS (mg/l)		Hardness (mg/l)			
Sample Date	<u>BECR</u>	<u>RHF</u>	<u>GN</u>	<u>BECR</u>	<u>RHF</u>	<u>GN</u>
January 8, 2021	541	552	549	190.1	197.5	197.4
December 9, 2020	638	619	556	198.0	211.3	202.6
November 17, 2020	608	731	696	207.5	263.1	240.5
October 27, 2020	769	594	613	285.2	186.9	199.3
September 16, 2020	731	685	656	344.0	322.1	318.6
August 19, 2020	735	731	700	335.6	328.6	332.6
July 22, 2020	709	689	684	264.8	265.3	265.9
June 29, 2020	680	703	699	303.1	293.2	294.9
May 15, 2020	660	664	670	252.3	264.4	267.6
April 15, 2020	562	530	527	207.3	197.1	203.9
March 18, 2020	474	459	461	166.8	152.6	153.4
February 26, 2020	484	485	493	160.2	158.6	171.2
January 15, 2020	435	426	464	147.0	146.9	157.2
December 13, 2019	403	358	361	128.0	109.6	115.3
November 27, 2019	432	339	395	117.1	88.7	91.3
October 16, 2019	340	452	415	79.6	129.2	117.8
September 25, 2019	495	497	485	165.5	177.9	174.9
August 14, 2019	565	520	546	213.3	195.8	194.7
July 17, 2019	464	437	513	193.2	186.3	190.6
June 5, 2019	511	557	544	132.2	173.7	154.8
May 22, 2019	665	650	645	262.3	263.3	271.7
April 24, 2019	490	451	459	170.9	141.1	149.1
March 20, 2019	437	429	419	162.0	153.2	159.2
February 28, 2019	352	404	334	112.9	136.8	110.4
January 16, 2019	657	510	590	261.9	182.4	226.2
December 5, 2018	292	318	328	62.1	66.8	66.0
November 7, 2018	283	305	290	72.0	88.6	81.0
October 11, 2018	292	347	346	90.9	128.6	121.6
September 14, 2018	434	442	444	167.1	167.4	164.6
August 31, 2018	467	481	338	173.5	168.2	138.3

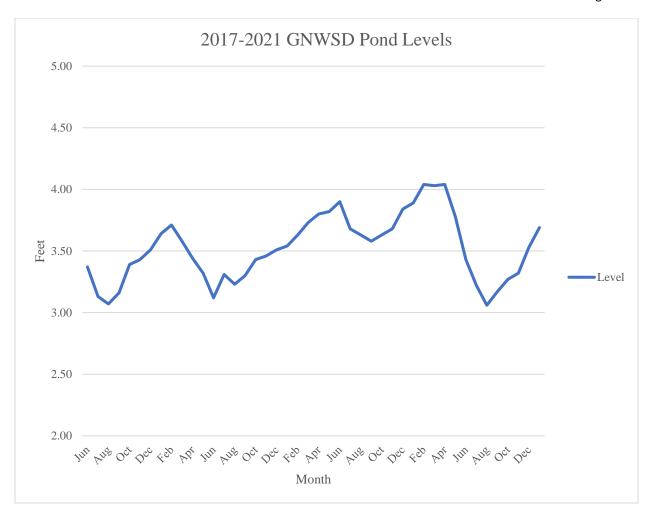
^{*} Any projections are based upon benchtop data presented by Mike Atwood if laboratory results are unavailable.

Pond Level Management

There are approximately 11 inches of capacity available in the ponds and we will continue to monitor this data as evaporative rates and daily water usage change.

South Pond Level Reading
3.58
3.12
3.30
3.51
3.63
3.73
3.90
3.58
3.68
3.80
3.84
3.92
4.04
4.03
4.04
3.78
3.43
3.22
3.06
3.14
3.17
3.21
3.27
3.32
3.53
3.69

[#] Data may not be accurate since the daily reporting function had not been reliably restored.



United Power Billings (NO CHANGE FROM JANUARY REPORT)

Below is tracking of the annual electrical usage and billings for five consecutive 12-month periods. Effective March of 2020, United Power began billing on calendar month cycles reflecting usage from the first to last day of the month.

	12-Month Comparisons – Energy Usage (KWH)					
2016	41,650	276,080	54,440	93,880	466,050	
2017	46,917	261,160	79,360	96,880	484,317	
2018	49,690	236,640	120,480	97,040	503,850	
2019	49,710	265,400	51,360	84,160	450,630	
2020	67,377	276,240	120,320	112,400	576,337	

	12-Month Comparisons – Billing Amount					
2016	\$4,684.06	\$22,276.78	\$4,910.30	\$7,705.29	\$39,576.43	
2017	\$5,488.99	\$21,895.19	\$7,296.10	\$8,548.16	\$43,228.44	
2018	\$5,795.20	\$19,377.87	\$10,946.48	\$8,394.95	\$44,514.50	
2019	\$5,789.98	\$22,400.29	\$4,790.39	\$7,515.75	\$40,496.41	
2020	\$7,521.68	\$23,141.47	\$10,608.11	\$9,673.29	\$50,944.55	

NOTE: United Power's energy rates changed in the billings issued on February 25, 2020.

Energy Category	2017 Rates	2018 Rates	2019 Rates	2020 Rates
C1 (Energy)	\$0.11219 / KWH	\$0.1122 / KWH	\$0.1078 / KWH	\$0.1031 / KWH
C1 (Demand)	-	-	\$1.00 / KW	\$1.50 / KW
CTD1 (On Peak)	\$0.15932 / KWH	\$0.1594 / KWH	\$0.1594 / KWH	\$0.1594 / KWH
CTD1 (Demand)	-	-	\$1.00 / KW	\$1.50 / KW
CTD2 (Off Peak)	\$0.06177 / KWH	\$0.0618 / KWH	\$0.0554 / KWH	\$0.052 / KWH

Development Activities

Hayesmount Estates

No engineering activity.

Country Club Ranchettes, Filing 1

MMI Water Engineers continues to review materials submittals from the water system improvements contractor (Blanco, Inc.) and communicate with the developer (Jay Scolnick) and the design engineer (Manhard Consulting). The developer has not provided a schedule for construction of the offsite water system improvements.

Ridgeview Estates (PLT2019-00026)

The pre-construction meeting was conducted on November 3, 2020.

The water system tie-ins at the Greatrock North tank site and in Great Rock Way were performed on January 13, 2021.

Country Club Ranchettes Filing No. 2

On December 22, District staff completed another round of revisions to the inclusion agreement for Country Club Ranchettes Filing No. 2 and associated property. On December 23, the developer (Jay Scolnick) indicated he is analyzing development possibilities for the land adjacent to Hudson Mile Road with an engineer (Matrix Design). MMI Water Engineers is reviewing the inclusion agreement easement exhibits prepared by Manhard Consulting's surveyor.

Capital Projects

Third Alluvial Well

Attached to this Engineer's Report is BBA Water Consultants' report regarding the ALV-5 summarizing recent pump testing of an existing irrigation well near the decreed location of Alluvial Well No. 5.

On January 11, 2021, District staff met with Mr. Tony Lopez, the owner of Parcel 3, regarding a well site easement and a pipeline easement for the Alluvial Well No. 5 infrastructure. MMI Water Engineers is working with Manhard Consulting's surveyor to create the exhibits necessary for the easements.

Reverse Osmosis Water Treatment Facility

MMI Water Engineers will defer to Element Engineering on the status of the Reverse Osmosis Water Treatment Facility project.

Concentrate Evaporation Pond

MMI Water Engineers presented the landowner (Jay Scolnick) an alternative concentrate line alignment on December 14. The alternative alignment routes the concentrate line north of the conceptual Sierra Vista Ranchettes Filing No. 1 and crosses in a diagonal path to the proposed concentrate evaporation pond. On December 23, Mr. Scolnick contacted MMI and indicated he is analyzing development possibilities for this land adjacent to Hudson Mile Road with an engineer (Matrix Design). MMI Water Engineers is working with Lisa Johnson on a plan to acquire the easement given the developer's recent communications regarding land platting concepts.

MEMORANDUM



To: Brad Simons From: Tim Crawford

Subject: Greatrock North WSD - Alluvial Decreed Water Right Location Pump Testing

Investigation and Comparison Summary

Job: 0908.10

Date: January 7, 2021

This memorandum presents a summary of the recent pumping test investigation of an existing irrigation production well (Permit No. 20094-R) near the decreed ALV-5 alluvial water right (ALV-5) location on behalf of the Greatrock North Water and Sanitation District (District). This effort was performed to provide a greater understanding of potential yields from the decreed alluvial well sites, including ALV-5.

Background

The District owns and operates water rights in Court Case Nos. 04CW247 and 08CW66, which include 5 decreed alluvial water right locations (ALV-1, ALV-2, ALV-3, ALV-4 and ALV-5). Production wells have been constructed and are currently operated at the ALV-1 and ALV-2 locations, but not at the locations of the other alluvial water rights. Monitoring wells were constructed at ALV-3, ALV-4 and ALV-5 to investigate hydrogeologic conditions including depth to bedrock, depth to water level, aquifer lithology and water quality.

Previous test drilling and sampling efforts indicated that the aquifer saturated thickness at ALV-5 is greater than at ALV-3 and ALV-4, and therefore, there is higher yield potential at ALV-5 compared to the other two locations. Previous water quality testing, however, indicated that ALV-5 had relatively unfavorable water quality. We note that the previous yield potential estimates based on test drilling efforts can provide only relative conditions for comparison. This testing program was completed to provide a more quantitative yield estimate at ALV-5, and to provide additional information for comparison of the decreed locations.

Pump Testing Summary

On October 24, 2020, Colorado Water Well removed the original pump equipment from the production well (Permit No. 20094-R) and installed temporary submersible pump equipment capable of producing up to approximately 750 gallons per minute. A pressure transducer and measurement tube were installed with the pumping equipment. A variable frequency drive was installed to control the pumping rate. The discharge of the well was equipped with a totalizing flow meter. To assess the impact of well pumping on the local aquifer, pressure transducers were installed in two nearby wells as monitoring wells, including the irrigation production well (Permit No. 20094-S) and the ALV-5 monitoring well. This allowed for the collection of monitoring well water level data. Discharge from the testing was piped to the Denver-Hudson Canal which was not flowing. The discharge of water during the test did cause the ditch to flow locally during the testing period. No flow was observed in any local drainage either before or during the testing.

Colorado Water Well completed a step-test on November 18, 2020. Prior to the step-test, the static water level in the pumping well was measured at approximately 20.31 feet below the ground

Brad Simons January 7, 2021 Page 2

surface. During the step-test, the pumping well was operated at rates of approximately 183, 305, 486, 617 and 698 gallons per minute for 60 minutes each. At the end of the step-test, the pumping water level in the pumping well was approximately 32.71 feet below the ground surface. There was a total of 12.40 feet of drawdown observed in the pumping well during the step-test. The specific capacity (a relative measure of well performance based on the pumping rate and drawdown) of the pumping well at the end of each step was 76.3, 64.2, 63.5, 57.9, and 56.3 gallons per minute per foot, respectively. These results indicate that the well operates more efficiently at lower pumping rates, as expected. Based on the step-test, a pumping rate of 575 gallons per minute was chosen for the constant discharge test. The data from the pumping well for the step-test are summarized in Table 1. To put the tested pumping rates into context, the operational flow rates of ALV-1 and ALV-2 are approximately 300 and 125 gallons per minute, respectively.

On November 19 - 20, 2020, Colorado Water Well completed a 24-hour, constant discharge test. Prior to the constant discharge test, the water level in the pumping well was measured at approximately 20.59 feet below the ground surface. The well was pumped at an average rate of approximately 575 gallons per minute for the full 24-hour pumping period. At the end of the constant discharge test, the pumping water level in the pumping well was approximately 33.91 feet below the ground surface, resulting in a total drawdown of 13.32 feet. The specific capacity of the well after 60 minutes of pumping was 63.4 gallons per minute per foot, which generally confirms the specific capacity values determined during the step-test. At the end of the constant discharge test, the pumping water level in the well was above approximately 64% of the available drawdown and above 59% of the well screens. The data from the constant discharge test are summarized in Table 2.

At the end of the 24-hour pumping period, the specific capacity in the pumping well was 43.2 gallons per minute per foot, which represents conditions during long-term well operation. Approximately 830,000 gallons were produced from the well during all the testing. Recovery data were collected after the 24-hour pumping period.

Water level data were collected in the two monitoring wells (Permit No. 20094-S and ALV-5) during the test. Initially, water levels in both wells declined, but then recovered and increased later in the test likely due to the discharge water directed into the Denver-Hudson Canal. Due to this observation, the monitoring data could not be analyzed as part of this effort.

Pumping Test Aquifer Characteristic Analyses

The pumping test data from the pumping well were analyzed to determine aquifer characteristics and to identify boundary conditions in the aquifer using the Theis type-curve method to provide well-specific aquifer information. The drawdown data was not corrected for declining transmissivity as the water level changed. The analysis and aquifer characteristics determined from the test data are representative of operating conditions in the well and are effective for the purposes of projecting well performance at this location but may not be representative of actual aquifer characteristics. The specific capacity approach was used to help compare relative yields at the decreed alluvial water right locations.

Analysis of the drawdown data using the Theis method indicated an aquifer transmissivity of approximately 75,374 gallons per day per foot and a storage coefficient (representative of

conditions in the pumping well) of approximately 0.045, as presented in Figure 1. Analysis of the recovery data indicated a transmissivity of approximately 79,894 gallons per day per foot which generally confirms the analysis of the drawdown data.

Review of the pumping test data indicated there was delayed yield during the early portion of testing. Later, a negative ground water boundary was encountered, resulting in greater drawdown than expected. The negative boundary encountered in the pumping well was evidenced by the departure of observed drawdowns from the Theis match after approximately 300 minutes of pumping. The negative ground water boundary likely occurred due to the interaction of well pumping with the edge of the alluvial aquifer or with some zone of lower aquifer permeability. The presence of the negative boundary could not be confirmed with the monitoring well data due to the observed trends in that data.

Well Yield Projections

Well yield projections were made specifically for ALV-5 based on the pumping test data from Permit No. 20094-R and the Theis approach and then well yields were compared between the 3 undeveloped, decreed alluvial water right locations using the specific capacity approach from the Permit No. 20094-R pumping data in combination with pumping data from the District's existing production wells.

Potential well yields for multiple, shorter pumping periods were analyzed for the ALV-5 decreed alluvial water right location using the Theis equation. As mentioned, the negative ground water boundary caused additional drawdown beyond the drawdown determined from the Theis equation. Consequently, estimated well yields are presented for periods shorter than the 24-hour constant discharge test.

ALV-5 Yield Projections					
Pumping Period 6 Hours 12 Hours 18 Hours					
Rate (gpm) 1,202 1,138 1,103					

The above well yield projections were based on the aquifer characteristics presented above, the Theis equation and the maintenance of a pumping water level above 1/3 of the saturated thickness in the well. We note that submersible pump equipment may limit the amount of allowable drawdown in the well due to the length of the motor portion of the equipment as well as the net positive suction head requirement. Accordingly, the drawdown assumptions and yield projections summarized above may not be achievable for all pump and motor assemblies or pump settings. We note that the projected rates are higher than those achieved during pumping and that the higher rates presented should be considered preliminary. They should be confirmed if and when a production well is constructed at the location of ALV-5.

Comparison of Decreed Well Locations

Summarized below is a comparison of potential yields projected at all three of the decreed, undeveloped alluvial water right locations based on the specific capacity approach and the existing production well locations.

Location	ALV-1	ALV-2	ALV-3	ALV-4	ALV-5
Saturated Thickness (ft)	31	36	34.6	45.7+	33.7
Operational Drawdown (ft)	20.5	23.8	23.1	30.5+	22.5
Projected Specific Capacity (gpm/ft)	17.9*	7.0*	13.3	17.6	45.0
Projected Yield (gpm)	370 (300*)	166 (125*)	307	536	1,010

^{*} Based on operational data from the existing production wells.

The projected specific capacities presented above for ALV-3 and ALV-4 are based on an average of the specific capacities determined from the ALV-1 and ALV-2 prorated for saturated thickness conditions at the ALV-3 and ALV-4 sites based on the location, geology and lithology observed at those 4 decreed alluvial water right locations. The projected specific capacity presented above for ALV-5 is based on the specific capacity determined from Permit No. 20094-R and projected for the ALV-5 location prorated for saturated thickness.

As summarized in the table above and confirmed by the Theis projections, the location of ALV-5 is prolific and capable of significantly high instantaneous pumping rates. The observed negative boundary will limit long-term operational flow rates at ALV-5. We note that the projected rates are higher than the maximum rate achieved during the step-testing, approximately 700 gallons per minute. The specific capacity projections confirmed that the ALV-5 water right location has more production potential than the ALV-3 or ALV-4 water rights locations.

Water Quality

At the end of the 24-hour pumping period, a water quality sample was collected from the pumping well discharge and delivered to a water quality laboratory for analysis of a limited suite of parameters. The purpose of the sampling and analysis was to confirm the water quality indicated by samples previously collected from the ALV-5 monitoring well. Previous sampling of ALV-5 indicated that Chloride (273.7 mg/l), Fluoride (3.81 mg/l), Nitrate (27.88 mg/l), Sulfate (1,287.8 mg/l) and Total Dissolved Solids (2,641 mg/l) all exceeded the MCL for those parameters. The sampling from the end of the pumping test for Permit No. 20094-R exceeded the MCL for Nitrate (23.06 mg/l), Sulfate (845.7 mg/l) and Total Dissolved Solids (1,637 mg/l), but at lower levels than the ALV-5 sample. The results of the water quality testing are attached for reference and summarized with the previous water quality analyses in Table 3. The water quality data continue

Brad Simons January 7, 2021 Page 5

to indicate that the ALV-5 location exhibits the least favorable water quality based on the number of exceedances of State drinking water standards,

Conclusions

- A production well constructed at the decreed location of the ALV-5 alluvial water right is projected to be capable of producing significantly high pumping rates, up to approximately 1,000 gallons per minute over shorter pumping periods.
- The available information suggests that the alluvial material at the location of ALV-5 is more productive than the locations of ALV-1 and ALV-2 in terms of specific capacity.
- Projection of potential well yields indicates that the ALV-5 location is more productive than both the ALV-3 and ALV-4 locations.
- Water quality testing confirms that raw water quality conditions at the ALV-5 location are relatively unfavorable and will require treatment for use, as expected.

Table 1

Greatrock North Water and Sanitation District

Genereux Irrigation Well (Permit No. 20094-R)

Step-Test Data

		1	M-scope Data		Т	ransducer Data	
	Time Since	Water Level	Water Level		Water Level	Water Level	
	Pumping	below Top of	below Ground			below Ground	
	Began (min)	Casing (ft)	Surface (ft)	(ft)	Casing (ft)	Surface (ft)	(ft)
Step 1 $Q = 183 \text{ gpm}$	0 0.5	22.30 22.83	20.31 20.84	0.00	22.30	20.31	0.00
Q – 183 gpiii	1	22.83	21.00	0.69	22.45	20.46	0.15
	2	23.18	21.19	0.88	22.69	20.70	0.39
	3	23.70	21.71	1.40	23.05	21.06	0.75
	4	23.85	21.86	1.55	23.26	21.27	0.96
	5	23.97	21.98	1.67	23.36	21.37	1.06
	6	24.06	22.07	1.76	23.43	21.44	1.13
	7	24.11	22.12	1.81	23.49	21.50	1.19
	8	24.16	22.17	1.86	23.54	21.55	1.24
	9	24.20	22.21	1.90	23.55	21.56	1.25
	10	24.25	22.26	1.95	23.60	21.61	1.30
	12 14	24.27 24.29	22.28 22.30	1.97 1.99	23.63 23.65	21.64 21.66	1.33
	16	24.29	22.34	2.03	23.70	21.71	1.35 1.40
	18	24.39	22.40	2.09	23.75	21.76	1.45
	20	24.40	22.41	2.10	23.75	21.76	1.45
	25	24.43	22.44	2.13	23.79	21.80	1.49
	30	24.47	22.48	2.17	23.84	21.85	1.54
	35				23.89	21.90	1.59
	40	24.56	22.57	2.26	23.95	21.96	1.65
	45	24.60	22.61	2.30	24.02	22.03	1.72
	50				24.06	22.07	1.76
0/ 5/5	55	24.65	22.66	2.35	24.12	22.13	1.82
Q/s = 76.3	60	24.70	22.71	2.40	24.25	22.26	1.95
Step 2 $Q = 305 \text{ gpm}$	60.5 61	25.65	23.66	3.35	25.13	23.14	2.83
Q – 303 gpiii	62	25.68	23.69	3.38	25.13	23.43	3.12
	63	26.17	24.18	3.87	25.64	23.65	3.34
	64	26.25	24.26	3.95	25.75	23.76	3.45
	65	26.35	24.36	4.05	25.85	23.86	3.55
	66	26.41	24.42	4.11	25.89	23.90	3.59
	67	26.50	24.51	4.20	25.94	23.95	3.64
	68	26.55	24.56	4.25	25.99	24.00	3.69
	69	26.57	24.58	4.27	26.02	24.03	3.72
	70	26.54	24.55	4.24	26.04	24.05	3.74
	72	26.57	24.58	4.27	26.08	24.09	3.78
	74 76	26.67	24.68	4.37 4.42	26.12	24.13	3.82
	78	26.72 26.72	24.73 24.73	4.42	26.15 26.18	24.16 24.19	3.85 3.88
	80	26.82	24.83	4.52	26.21	24.22	3.91
	85	26.82	24.83	4.52	26.28	24.29	3.98
	90	26.82	24.83	4.52	26.31	24.32	4.01
	95				26.36	24.37	4.06
	100				26.38	24.39	4.08
	105				26.40	24.41	4.10
	110				26.46	24.47	4.16
	115	26.98	24.99	4.68	26.50	24.51	4.20
Q/s = 64.2	120	27.05	25.06	4.75	26.88	24.89	4.58
Step 3 $Q = 486 \text{ gpm}$	120 120.5	27.05	25.06	4.75	26.88	24.89	4.58
√ − 400 gpm	120.5 121	27.84	25.85	5.54	27.49	25.50	5.19
	121	28.36	26.37	6.06	27.49	25.83	5.52
	123	28.33	26.34	6.03	28.10	26.11	5.80
	124	28.44	26.45	6.14	28.28	26.29	5.98
	125				28.37	26.38	6.07
	126				28.45	26.46	6.15
	127				28.49	26.50	6.19
	128	28.50	26.51	6.20	28.55	26.56	6.25
	129				28.57	26.58	6.27
	130	28.82	26.83	6.52	28.59	26.60	6.29
	132	28.49	26.50	6.19	28.66	26.67	6.36
	134	28.44 28.70	26.45 26.71	6.14	28.72	26.73	6.42
	136 138	28.70	26.71	6.40 6.39	28.76 28.80	26.77 26.81	6.46 6.50
	140	20.07	20.70	0.37	28.82	26.83	6.52
	145	29.35	27.36	7.05	28.87	26.88	6.57
	150	29.40	27.41	7.10	28.92	26.93	6.62
	155	29.63	27.64	7.33	28.93	26.94	6.63
	160				29.02	27.03	6.72
	165				29.10	27.11	6.80
	170				29.12	27.13	6.82
	175				29.20	27.21	6.90
Q/s = 63.5	180	29.95	27.96	7.65	29.60	27.61	7.30



Table 1 (cont)

Greatrock North Water and Sanitation District

Genereux Irrigation Well (Permit No. 20094-R)

Step-Test Data

		1	M-scope Data		Т	ransducer Data	
	Time Since	Water Level	Water Level	-	Water Level	Water Level	
	Pumping	below Top of	below Ground	Drawdown	below Top of	below Ground	Drawdown
	Began (min)	Casing (ft)	Surface (ft)	(ft)	Casing (ft)	Surface (ft)	(ft)
Step 4	180.5		1				
Q = 617 gpm	181				29.92	27.93	7.62
	182				30.17	28.18	7.87
	183				30.31	28.32	8.01
	184				30.40	28.41	8.10
	185	31.30	29.31	9.00	30.43	28.44	8.13
	186	32.01	30.02	9.71	30.72	28.73	8.42
	187	31.77	29.78	9.47	30.95	28.96	8.65
	188				31.06	29.07	8.76
	189	31.72	29.73	9.42	31.15	29.16	8.85
	190	31.85	29.86	9.55	31.22	29.23	8.92
	192	32.10	30.11	9.80	31.31	29.32	9.01
	194	31.96	29.97	9.66	31.41	29.42	9.11
	196	32.20	30.21	9.90	31.47	29.48	9.17
	198	32.13	30.14	9.83	31.51	29.52	9.21
	200	32.21	30.22	9.91	31.58	29.59	9.28
	205	32.34	30.35	10.04	31.64	29.65	9.34
	210	32.51	30.52	10.21	31.74	29.75	9.44
	215	32.72	30.73	10.42	31.86	29.87	9.56
	220	32.70	30.71	10.40	31.88	29.89	9.58
	225				31.96	29.97	9.66
	230				32.08	30.09	9.78
	235				32.13	30.14	9.83
Q/s = 57.9	240	32.95	30.96	10.65	32.71	30.72	10.41
Step 5	240.5	33.85	31.86	11.55			
Q = 698 gpm	241	33.73	31.74	11.43	33.42	31.43	11.12
	242				33.55	31.56	11.25
	243	34.15	32.16	11.85	33.67	31.68	11.37
	244	34.23	32.24	11.93	33.79	31.80	11.49
	245	34.52	32.53	12.22	33.84	31.85	11.54
	246	34.00	32.01	11.70	33.87	31.88	11.57
	247				33.93	31.94	11.63
	248	34.52	32.53		33.98	31.99	11.68
	249	34.45	32.46	12.15	34.01	32.02	11.71
	250	34.25	32.26	11.95	34.02	32.03	11.72
	252				33.97	31.98	11.67
	254				34.00	32.01	11.70
	256				34.07	32.08	11.77
	258				34.13	32.14	11.83
	260				34.15	32.16	11.85
	265				34.30	32.31	12.00
	270	34.87	32.88	12.57	34.34	32.35	12.04
	275	34.53	32.54	12.23	34.42	32.43	12.12
	280	34.52	32.53	12.22	34.38	32.39	12.08
	285	34.60	32.61	12.30	34.58	32.59	12.28
	290	34.93	32.94	12.63	34.61	32.62	12.31
	295	34.97	32.98	12.67	34.68	32.69	12.38
Q/s = 56.3	300	34.70	32.71	12.40	34.71	32.72	12.41

Notes.
Step-test completed on November 18, 2020.
Water levels measured with an M-scope and a pressure transducer.
Pumping rates measured using a totalizing flow meter.
min = minutes.
ft = feet.

gpm = gallons per minute. Q/s = specific capacity.

Table 2

Greatrock North Water and Sanitation District

Long-Term, Constant Discharge Pumping Test Genereux Irrigation Well (Permit No. 20094-R)

		M-Scope Data		Pressi	ure Transduce	r Data	Totalizing Flo	ow Meter Data
Time Since	Water Level	Water Level			*** * 1			
Pumping	Data below	Data below	ъ 1	7D 1	Water Level	D 1	D 1	Average
Began	Top of	Ground	Drawdown	Transducer	bgs	Drawdown (ft)	Reading	Discharge
(min) 0	Casing (ft) 22.58	Surface (ft) 20.59	(ft) 0.00	Reading (ft) 20.03	(ft) 20.59	0.00	(gals) 1352556	Rate (gpm) 600
				18.75				
1 2	24.75	22.76	2.17	17.23	21.87	1.28	1352680	124
	25.83	23.84	3.25	17.23	23.39	2.80	1352975	210
3 4	26.97	24.98	4.39	13.98	24.64	4.05	1353690	378
	28.01	26.02	5.43		25.73	5.14	1353825	317
5	28.76	26.77	6.18	14.07 13.50	26.55	5.96	1354312	351
6	29.03	27.04	6.45		27.12	6.53	1354830	379
7	29.67	27.68	7.09	13.05	27.57	6.98	1355372	402
8	29.95	27.96	7.37	12.71	27.91	7.32	1355925	421
9	30.33	28.34	7.75	12.41	28.21	7.62	1356493	437
10	30.52	28.53	7.94	12.27	28.35	7.76	1357058	450
12	30.62	28.63	8.04	12.07	28.55	7.96	1358198	470
14	30.87	28.88	8.29	11.96	28.66	8.07	1359347	485
16	30.72	28.73	8.14	11.86	28.76	8.17		
18	30.97	28.98	8.39	11.77	28.84	8.25		
20	30.76	28.77	8.18	11.72	28.90	8.31	1362805	512
25	30.98	28.99	8.40	11.56	29.06	8.47	1365685	525
30	31.13	29.14	8.55	11.45	29.17	8.58	1368575	534
35	31.20	29.21	8.62	11.28	29.33	8.74	1371453	540
40	31.34	29.35	8.76	11.19	29.43	8.84	1374344	545
45	31.40	29.41	8.82	11.09	29.53	8.94	1377222	548
50	31.51	29.52	8.93	11.01	29.60	9.01	1380100	551
55	31.72	29.73	9.14	10.95	29.66	9.07	1382972	553
60	31.65	29.66	9.07	10.88	29.74	9.15	1385875	555
80	31.88	29.89	9.30	10.60	30.02	9.43		
102	32.13	30.14	9.55	10.34	30.27	9.68		
120	32.40	30.41	9.82	10.18	30.44	9.85	1420498	566
180				9.74	30.88	10.29	1455079	570
240				9.44	31.18	10.59	1490150	573
300				9.16	31.46	10.87	1524420	573
360				8.90	31.72	11.13	1558744	573
420				8.71	31.90	11.31	1593312	573
444	33.60	31.61	11.02	8.61	32.01	11.42		
480				8.43	32.19	11.60	1627973	574
540				8.19	32.42	11.83	1662773	574
600				7.96	32.66	12.07	1697438	575
660				7.78	32.84	12.25	1730855	573
720				7.59	33.03	12.44	1765400	573
780	34.80	32.81	12.22	7.48	33.13	12.54	1800100	574
805	34.75	32.76	12.17	7.46	33.16	12.57		
840	34.00	32.01	11.42	7.33	33.29	12.70		
900	35.00	33.01	12.42	7.19	33.42	12.83	1868580	573
960	35.10	33.11	12.52	7.04	33.58	12.99	1904368	575
1020	35.20	33.21	12.62	6.91	33.71	13.12	1938816	575
1080	35.40	33.41	12.82	6.79	33.83	13.24	1973295	575
1140	35.70	33.71	13.12	6.47	34.14	13.55	2007895	575
1200	35.70	33.71	13.12	6.41	34.21	13.62	2042573	575
1260	35.70	33.71	13.12	6.36	34.26	13.67	2077365	575
1320	35.80	33.81	13.12	6.30	34.32	13.73	2111880	575
1380	35.80	33.86	13.22	6.20	34.42	13.73	2146298	575
1440	35.83	33.91	13.27	5.89	34.72	14.13	2181245	575
1770	55.70	22.71	13.34	5.07	57.14	17.13	2101273	513

Notes:

 $Constant\ discharge\ test\ completed\ on\ November\ 19,\ 2020.$

Water levels measured with an M-scope and a pressure transducer.

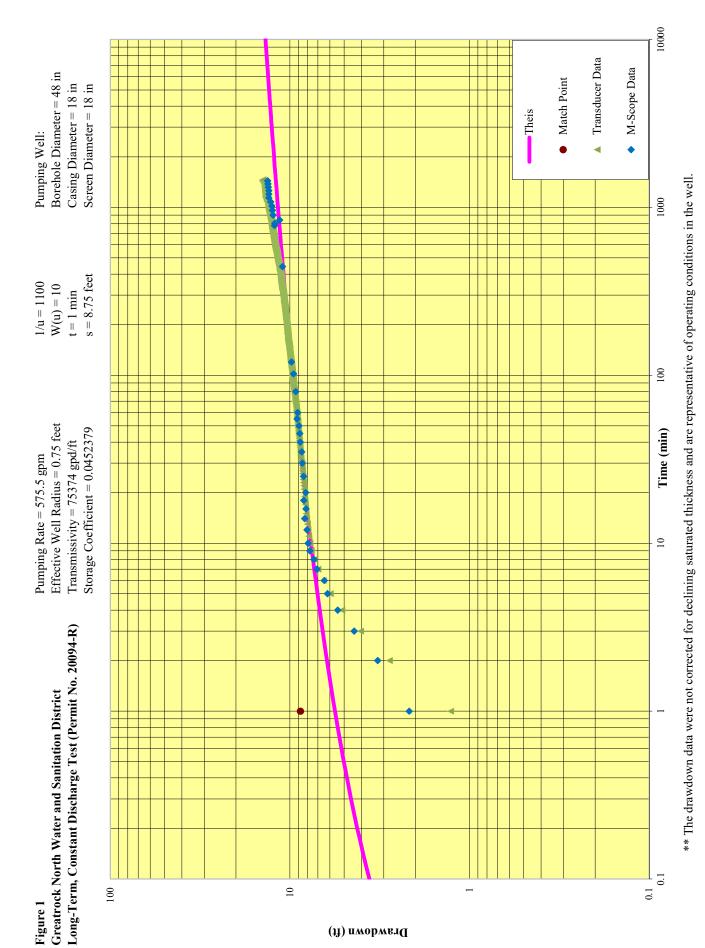
Pumping rates measured using a totalizing flow meter.

The pumping rate during the test averaged 575 gallons per minute. min = minutes.

ft=feet.



1/7/2021



BBA

Table 3
Greatrock North Water and Sanitation District
Alluvial Well Water Quality Analysis Results

	Sample Date	11/19/2018	11/21/2018	11/20/2018	2/27/2020	11/20/2018	11/20/2020		
		ALV-1	ALV-2	ALV-3 ⁽¹⁾	ALV-4 ⁽¹⁾	ALV-5 ⁽¹⁾	ALV-5	MCL (2)	SMCL (2)
	Aluminum (mg/l)	0.001	0.001	0.002	0.015	0.002	n/a		0.05 to 0.2
	Ammonia Nitrogen (mg/L)	< 0.03	< 0.03	0.08	< 0.03	0.05	n/a		
	Arsenic (mg/L)	< 0.0006	< 0.0006	< 0.0006	0.0015	0.0009	n/a	0.010	
	Barium (mg/L)	0.0938	0.0585	0.0285	0.0826	0.0333	n/a	2	
	Bicarbonate (mg/L as CaCO3)	182.6	190.8	213	208.2	246.9	228.7		
	Boron (mg/L)	0.2	0.07	0.03	0.19	0.14	n/a		
	Calcium (mg/L)	117.1	120.2	181.9	109.4	545.3	317.9		
	Carbonate (mg/L as CaCO3)	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1	<4		
	Chloride (mg/)	148.72	116.34	63.2	142.62	273.7	173.6		250
is	Fluoride (mg/L)	1.23	1.02	0.9	0.74	3.81	0.42	4	2
Parameter	Hydroxide (mg/L as CaCO3)	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1	<4		
ara	Iron (mg/L)	< 0.005	< 0.005	< 0.005	0.021	< 0.005	0.027		0.3
1 2	Magnesium (mg/L)	22.15	23.03	36.43	23.82	75.26	49.65		
	Nitrate Nitrogen (mg/L)	3.92	4.93	6.73	5.19	27.88	23.06	10	
	pH (units)	7.89	7.09	7.47	7.24	7.17	7.4		6.5-8.5
	Phosphate - Ortho (as PO4) (mg/L)	< 0.01	< 0.01	< 0.01	< 0.01	< 0.01	n/a		
	Potassium (mg/L)	6.5	5.5	5.2	4.9	9.2	8.6		
	Silica - Dissolved (as Si) (mg/L)	9.7	8	11.3	10	14	n/a		
	Sodium (mg/L)	99.8	109.6	113.7	108.5	230.5	183.1		
	Strontium (mg/L)	1.247	1.468	2.19	1.278	4.162	n/a		
	Sulfate (mg/L)	208.97	239.63	519.5	151.41	1287.8	845.7		250
	Total Alkalinity (mg/L as CaCO3)	182.6	190.8	213	208.2	246.9	228.7		
	Total Dissolved Solids (mg/L)	819	780	1247	738	2641	1637		500
	Vanadium (mg/L)	0.001	0.001	< 0.001	0.003	0.001	n/a		

Notes:

- 1. ALV-3, ALV-4, and ALV-5 are also named MW-3, MW-4, and MW-5 respectively.
- 2. MCL is the Maximum Contaminant Level and SMCL is the Secondary MCL established by the Colorado Department of Health and the Environment (CDPHE). Parameters that exceed the standards are bolded.
- 3. Results provided by Greatrock North Water and Sanitation District and Colorado Analytical Laboratory.



Analytical Results

Domestic Water Quality TASK NO: 201204078

Report To: Tim Crawford

Company: BBA Water Consultants Bishop-Brogden Assoc.,

333 W. Hampden Ave.

Suite 1050

Englewood CO 80110

Bill To: Tim Crawford

Company: BBA Water Consultants Bishop-Brogde

333 W. Hampden Ave.

Suite 1050

Englewood CO 80110

Task No.: 201204078

Client PO:

Client Project:

Date Received: 12/4/20

Date Reported: 12/15/20

Matrix: Water - Drinking

Customer Sample ID Greatrock 20094

Sample Date/Time: 11/20/20 9:30 AM

Lab No. 201204078-01

Test (units)	Sample Result	Suggested Maximum	Comments
Total Alkalinity (mg/L as CaCO3)	228.7	250	
Bicarbonate (mg/L as CaCO3)	228.7	250	
Carbonate (mg/L as CaCO3)	< 4		
Hydroxide (mg/L as CaCO3)	< 4		
Chloride (mg/L)	173.6	250	
ron (mg/L)	0.027	0.3	
Fluoride (mg/L)	0.42	4	
Potassium (mg/L)	8.6	50	
Nitrate Nitrogen (mg/L)	23.06	10	High Nitrates indicates this water is not safe for human consumption.
oH (units)	7.40	8.5	•
Calcium (mg/L)	317.9	200	
Magnesium (mg/L)	49.65	125	
Sodium (mg/L)	183.1	100	High Sodium may be of concern for health reasons.
Sodium Adsorption Ratio (units)	2.5	4	
Total Hardness (mg/L as CaCO3)	998.1	500	
Sulfate (mg/L)	845.7	250	
Total Dissolved Solids (mg/L)	1637	500	High Total Dissolved Solids may affect taste.

Abbreviations:

mg/L = Milligrams Per Liter or PPM mpn/100 mls = Most Probable Number Index/ 100 mls

Suggested maxiumun levels for Nitrate Nitrogen and Fluoride are mandatory maximums set by The Colorado Department of Public Health and Environment.

Report To Information	Bill To Information (If different from report to)	Project Name / Number
Company Name: USB Wayer Cours Jants Company Name:	Company Name:	
Contact Name: Timothy A. Crawford	Contact Name:	
3333 W. Ham Blan Arc # (250)	Address:	Task Number
City Englavood State Co Zip 8010	City State Zip	
Phone: 302 - 805 2	Phone:	CAL Task
0	YEMail:	201204078
Sample Collector: ANMA Gelle 0' ne. 1		NA
Sample Collector Phone:	PO No.:	

State Zip CAL Task (Lab Use Only) State Zip CAL Task CAL Task Inking Water Inki	State Zip CAL Task CAL Task CAL Task CAL Task Discontinuere CAL Task CAL Task Phone: 303-659-231: 201204078 www.coloradolab.co EMN Tests Requested	State Zip CAL Task (Lab Use Onty) 12860 W. Cedar Dr. 12860 W. Cedar	State Zip CAL Task (Lab Use Only) State Zip CAL Task CAL Task Phone: 303-659-2313 201204078 Www.coloradolab.com EMN Tests Requested
Water [CAL Task Phone: 303-659-2313 CO1204078 Www.coloradolab.com EMN EMN Fests Requested Tests Requested	Water Composite CAL Task Phone: 303-659-2313 CAL Task Phone: 303-659-2313 Www.coloradolab.com EMN Tests Requested	Water CAL Task Water Composite CAL Task Phone: 303-659-2313 CAL Task Phone: 303-659-2313 Tests Requested CAL Task Phone: 303-659-2313	Water CAL Task Water Mo. of Containers Out Check One Only) Composite Tests Requested
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No. o	O. ON —	O.oN — Grab	O.oN — Grab

Ground Water

Waste Water

Surface Water

11/20/20

Date

80

Sample Pres. Yes C No

°C/Ice

Temp.

Received By:

C/S Charge

Deliver Via: 1.1, Relinquished By:

Page

Received By:

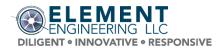
Date/Time: // 12/4/20

Relinquished By:

Instructions:

Seals Present Ves | No

Date/Time:



ENGINEER'S PROGRESS REPORT

Date: February 2, 2021

To: Greatrock North Water and Sanitation District

From: Element Engineering

Job No. 0041.0001

RE: Monthly Engineers Report – New Items Bold

Water Treatment Plant Improvements - Design

Design of the water treatment plant is ongoing with interior and exterior piping being set both horizontally and vertically. Preliminary site and grading plans have been completed. Equipment has been laid out and situated in the building floorplan.

Progress plans were sent to MMI and Ramey Environmental on March 30th. A review meeting was held to discuss comments and gather input on the drawings from the design team on April 16th. We are currently working on updating the plans per the comments received. These updated plans will be sent to the district board and design team by the week of May 4th.

Plans and a Basis of Design Report (BDR) will be submitted to CDPHE by the end of May. During CDPHE review Element will continue to move the design forward and will be working with subconsultants on their respective areas of the design (structural, MEP, electrical, etc).

Element submitted progress plans for the district committee meeting. Changes to the site plan were discussed including removing the northern access and moving the future septic system location. Discussion on the finishing of the future office location was also discussed.

We are currently continuing to work on the design plans including comments discussed at the meeting. A new progress set will be submitted to the district prior to the June board meeting. We are on schedule for a May submittal to CDPHE. We have kicked all subconsultants off on their designs and have entered the multi-disciplinary phase of design.

Further discussion on the future office location was held at the June 2nd board meeting. There were no comments discussing moving equipment/piping, therefore we will move forward with all subconsultants on the proposed layout.

The Basis of Design Report (BDR) was submitted to CDPHE on June 1^{st} . At the June 2^{nd} it was discussed and agreed upon by the board that the building would include a unisex restroom and the plans would include the necessary septic system and leach field design. These will be incorporated into the documents.

Element held a design coordination meeting with subconsultants on June 28, 2020. Plans and documents have been provided to the subconsultants and they have started their design work. A coordination

meeting with the controls engineer will be held on June 23^{rd} . A site visit with the electrical engineer was held on June 24^{th} .

Element has submitted plans to the RO equipment manufacturer for review and comment. We have reviewed all connection points and flowrates with Marlo to verify piping location and size. Worth Hydrochem has indicated that Marlo did not bid the project to install the skids back-to-back as is the case in our design and has requested a change order of \$5,760.00 to re-orient piping on the second skid rather than providing two identical skids (non-mirrored configuration). This will need to be discussed in more detail at the upcoming committee meeting and board meeting.

Further correspondence and work with Marlo has shown that we can simply mirror the skids as initially intended without the additional piping relocation changes. This will significantly reduce the necessary change order to costs associated with drafting only. Element is awaiting the revised change order amount from Marlo and will report that amount to the board.

Design coordination meetings with designated board members are being held with the architect. The floorplan has been generally finalized. The district board met at a special meeting on July 28th where it was determined that the building would be 40'x80' and would include finished restroom, operator room, storage room, electrical room, office room, and conference room. There will not be a mezzanine included in the design which will allow for the building height to be reduced. Element has developed a change order for engineering, drafting, design, and technical specification efforts necessary to complete this work.

Element has contacted Adams County to verify the submittal requirements that will be necessary prior to obtaining a building permit. The following are required and appear to be contractor related:

- apply online at our EPermit Center for a building permit
- have a General Contractor, currently licensed in Adams County before permit application will go to the review process.
 - o Sub-Contractors, currently licensed in Adams County before permit will be issued.
- have all documents listed on the Commercial Submittal Requirements uploaded to your application online (PDF Format)

As previously discussed, Adams County approvals for planning/land use were completed during the water storage tank project.

Alternative delivery methods were discussed at a committee meeting on August 14th. This included DB, CMAR, etc. Element and MMI discussed the potential of short-listing contractors and entering a modified partnership with a selected contractor after receiving competitive bids from the short list. To determine the statutory requirement necessary to short-list and retain contractors Element consulted with the district's council Jennifer Tanaka, Esq. According to feedback, Title 32 requires that the district public notice for bids on all construction contracts over \$60,000 or more. There is not a specific process required for prequalifying contractors in these instances. The district could create a short-list of contractors, however, the district would need to publicly bid the project in order to show consideration to other contractors potentially not on that short list.

Geotechnical work necessary for the ISDS design was completed on August 19th. This included excavation and materials sampling. Element met onsite with MMI on August 19th to review the yard piping design and augmentation piping/strategy.

With the general finalization of the floorplan all subconsultants are now working on construction plans. Note that the floorplan can still be modified or changed by the board, but Element wanted to get other disciplines going based on the general acceptance of the floorplan we have arrived at.

Worth and Marlo were submitted updated skid drawings allowing a back to back installation on August 14th. These drawings were accepted by Element. The updated skid drawings are being incorporated into the design by Element.

Element has followed up with LOA to determine when the next architectural review meeting will be held. LOA is drafting cross section views of rooms and generating recommendations for finishes in rooms. LOA has indicated they will be ready for a meeting in early September with the architectural committee.

Several operational alternatives were developed for SCADA design. These are being reviewed internally and will be sent to the GNWSD board, Ramey, MMI and HMI for design of the SCADA system.

SCADA and controls designs have been completed to schematic level. Per our discussion with district staff we plan to have a bid item listing HOA solutions as the SCADA/controls provider. They will provide their cost to design, install, troubleshoot and startup the districtwide (and plant specific) controls systems. The design in the plans to be bid includes dry conduit for controls to each piece of process equipment. HOA is solely responsible for the design of the controls system and is not contracted under Element Engineering.

A meeting was held with HOA, Lisa and John to discuss the architectural layout on October 27th at 4:00 PM.

95% progress plans, bid documents, and technical specifications were provided by the end of the November for all disciplines (excluding controls --- see above). This did not include the architectural changes discussed on October 27th due to time constraints to meet the end of the month deadline.

We have contacted CDPHE on the design review. We have been assured that our project is in the queue for review and will be under review soon. CDPHE may issue an RFI (request for information) that we must answer in order to achieve approval.

Because the existing onsite concentrate line is buried much shallower than originally anticipated the building drains cannot gravity drain to the concentrate line. We discussed draining floor drains to the leach field or the possibility of a sump pump with the board. The board preferred the sump pump option. A sump and sump pump has been added to the design. It is important to note that the onsite (existing) concentrate line appears to be only 4-inch in diameter.

Therefore, the existing line cannot handle off-spec permeate (permeate flow to concentrate disposal for a short period of time upon skid startup) as it is not big enough to handle the instantaneous 200 gpm flow. We have contacted Marlo and Worth to discuss this and both are in agreement that the system will have an option to turn off off-spec permeate. Off-spec permeate is not necessary for this installation as we are not treating for a primary MCL.

We have received and responded to minor questions from the CDPHE review engineer Brit Abney. This typically means the project is close to approval. Final updated plans including changes made to accommodate the building sump (discussed above) have been completed.



Ramey Environmental Compliance, Inc.

Management and Operation Sofutions for Water and Wastewater Treatment 303-833-5505

PO Box 99, Firestone, Colorado 80520 email: contact.us@RECinc.net www.RECinc.net

Greatrock North Water & Sewer District

ORC Report

February 2nd, 2021

Additional Services

Valve Exercising

REC is completing curb stop exercising at BECR working from list provided by Dan C.

Ridgeview Estates

New water in tie in completed at Ridgeview estates on 1/13/21. REC onsite to assist with water line isolations and post tie in flushing. Received multiple dirty water notifications after water line was repressurized. Additional was completed with no other dirty water notifications received since.

Water Quality

RO systems bypass PRV found to be sticking open at times. REC ESD serviced the PRV and adjusted pressure setpoints up to prevent water from bypassing the RO system. Additional samples collected to evaluate the performance of the RO system.

Water Augmentation

Augmentation started at 35 gpm using the LFH 1 and LFH 2 wells on 12/18/20. LFH1 meter lost flow total display total from 1/12/21-1/14/21. Meter was torn down for inspection and multiple loose wires were found with in the control board. Once all connections were tightening totalize flow began to display again. Flow data was averaged for the missing days.