

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, February 10, 2025, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

**THE BOARD MEETING WILL BE OPEN TO THE PUBLIC IN PERSON AND BY
TELECONFERENCE**

Information to join by Phone is below:

Call-In Number: 1(719)-359-4580, Meeting ID: 858 4514 1710, Passcode: 054987

AGENDA

- 1. Call to Order**
- 2. Confirmation of Disclosures of Conflicts of Interest**
- 3. Action: Approve February 10, 2025, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from January 10, 2025, and January 13, 2025, Regular Meeting**
 - b. Draft Financials January 2025**
 - c. Invoices through February 10, 2025**
 - d. Tri-Hydro On-Call Services Change Order 2025**
 - e. Tri-Hydro Scope of Service Regulatory Compliance**
 - f. Reynolds Change Order 001 – 36 Inch Line Lowering, Pay Application and Substantial Completion**
 - g. NEWT Pipeline Phase 3 Change Order 4 – Garney Companies, Inc.**
 - h. Approve Letters of Intent**
 - i. Kiefer**
 - ii. Coblentz**
- 6. Action: Acquisition of Water Rights (enclosure, privileged and confidential separate cover)**
 - a. Discussion: Cache La Poudre Water Users Association, Grey Mountain Water Right**
- 7. Discussion: Update Regarding Dairy Tolling Agreement**
- 8. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to**

negotiation and strategy pursuant to § 24-6-402(4)(b)&(e), C.R.S. related to Acquisition of Water Rights and Dairy Tolling Agreement

9. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. Town of Eaton, Approved Amended Water Service Agreement**
- c. NOCO Water Alliance**
- d. Closed on 80 Units of C-BT**
- e. Notifications Sent to Towns Seeking Revised and Amended WSAs**
- f. Ditch Board Election Results – NPIC and WSSC**

10. Other Business

ADJOURN_____ .M.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: January 10, 2025, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary (via teleconference)
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary

Tad Stout was absent and excused.

Also present were Eric Reckentine and Garrett Mick, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON; Jamie Dickinson, Spencer Fane, District special counsel; Jan Sitterson, Water Resources; Wendy Greenwald, The Solution PR; Dairy owners/operators represented by counsel, Michael Plachy, and members of the public included on **Attachment 1**.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:33 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Reckentine noted that a quorum for the Board was present and that the directors had confirmed their qualifications to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. The remaining Directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Discussion: Commercial Sector Work Session on Plant Investments, Water Allocations, and Surcharges

Ms. Dickinson started the discussion by introducing the District's intentions for the meeting, primarily to hear and understand the issues facing the commercial sector.

Mr. Plachy presented the serious issues his dairy clients face as a result of the policy decisions of the District, and indicated his hope is to come to a win/win solution for the District and dairies. He presented to the Board regarding the slides attached hereto as **Attachment 2**.

Tom Herrin presented to the Board the history of the dairy business in Weld County.

Adrien Diepersloot presented to the Board the history of Wolfcreek Dairy and his understanding about agreements with the District.

Mr. Plachy addressed the Board regarding surcharge language in Letters of Intent and expressed the belief that such language is incorporated into the final water services agreement signed by the District.

Juan Valez presented to the Board the history of Aurora Organic Dairy and his understanding about agreements with the District. He indicated that Aurora Organic Dairy pays approximately \$2,000,000 annually in surcharge payments to the District.

Casey DeHaan presented to the Board regarding Great Western Dairy and Summit Dairy. He stated he believes the District's policies make livestock and dairy operations unsustainable.

Mr. Plachy addressed the Board and described the impacts of the surcharge policies on the dairies, including:

1. Surcharges are never ending
2. Surcharges are punitive
3. Surcharges threaten the viability of businesses, cause losses in jobs, and labor
4. Surcharges impact financing opportunities.

Mr. Plachy noted that the dairies want some kind of credit and allocations related to the surcharges they pay.

Eldon Marrs presented to the Board regarding the Marrs Milky Way Dairy.

BREAK

Following the break, Ms. Dickinson thanked the dairies for their time, effort, and presentations. The Board noted that it will take the presentations and requests into consideration. It was acknowledged that everyone wants a solution that all parties can live and thrive with.

Director Cockroft asked the dairies why they are not bringing water to the District to make up their allocation shortfalls. The dairies noted that bring water to the District results in a loss of value to them. They noted that they are not getting the full value of the water when it is dedicated to the District.

Following discussion, it was noted that the dairies know they need to bring additional water to the District for dedication, and need to undergo development review, but they want assurance that they will get some value for the water they dedicate.

Ms. Dickinson thanked everyone and noted that the full board will take the issues into consideration.

ADJOURNMENT

There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

ATTACHMENT 1

MEETING SIGN-IN

NAME:

Kent Walpole
Kseli Podtburg
Jeff Pottberg
John Marinski
AJ DeJager
Rod Johnson
John Johnson
Dane Leonard
Eric Reckenthal
GARRET MICK
Jan Sitterson
Scott Cockroft
Nels Nelson
Matt Pettinger
Juan S. Velez
Casey Nettaan
Adrian Diepermaat

BUSINESS NAME:

Walpole Dairy
Podtburg & Sons Dairy
Podtburg and sons Dairy
Miller Cattle Feeders/Ault Feed Mill
Hunter Ridge
Johnson Dairy LLC
Johnson Dairy LLC
APA INC
NWCD
NUKWD
SCWTP
Secretary
Treasurer
Assistant Secretary
Aurora Organic Dairy
Great Western Dairy
Wolf Creek Dairy
Eddy Brown

ATTACHMENT 2

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Work Session
Local Dairy Concerns re Water
and Plant Investment Surcharges

Michael D. Plachy
Justin D. Cumming
Lewis Roca Rothgerber Christie LLP

DECEMBER 31, 2024

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LEWIS  **ROCA**



History of Dairies in Weld County - Tom Haren



Promises Made to Dairies by NWWD - Adrian Diepersloot



Consequences of Surcharges – Dr. Juan Velez & Casey DeHaan



Proposed Solution - Eldon Mars

Tom Haren - AGPROfessionals

- In 2007 Leprino was planning its cheese plant.
 - Multiple potential sites, and many considerations.
 - One key consideration - milkshed.
 - Agpro, the District, and others worked to recruit dairies to expand the milkshed and create conditions to allow for the dairies to grow.
- The District worked to recruit dairies, and plan expansion that could support the plant.
 - Dairies and the District discussed plans and water needs.
 - he District made promises. The dairies were assured they were assured surcharge payments would be credited to plant investment and water allocation credits.
- The dairies relied on those promises and expanded as planned.
- As a result, the cheese plant has thrived and delivered value for Weld County. But another result is the cows that make the plant possible need water.

Adrian Diepersloot – Wolf Creek Dairy

- **I followed Leprino to Colorado in Summer 2017**
- **Extensive due diligence and negotiations led us to NWWD**
- **NWWD required dedication of 50% - we dedicated much more**
- **Promised, orally and in written documents I could vest into water allocation and plant investment via surcharges**
- **Made massive capital investment in reliance on NWWD's promises**
- **NWWD failure to honor its promises, and violation of the contract upended our business plan.**
- **When I pay the surcharges I don't get anything, and I don't have a path to stop the charges.**

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• Letter of Intent - Wolf Creek Dairy

BOARD OF DIRECTORS

CHARLES ACHZIGER
GENE STILLE
GARY SIMPSON
TODD BEAN
ROBERT ARNBRECHT



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

RICK PICKARD, DISTRICT MANAGER

P.O. BOX 56 • BUS: (970) 356-3020 • FAX: (970) 395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

January 29, 2016

Lind Farms, Inc.
38241 WCR 23
Eaton, CO 80615

AgProfessionals, Tim Naylor
3056 67th Ave, Ste 200
Greeley, CO 80634
970.535.9318

This letter is in response to your inquiry regarding water service to the following described property,
Approx. 10350 WCR 80, in a portion of the Northwest Quarter (NW1/4) Section 23, T7N, R67W of the 6th Prime Meridian.
(See attached North Weld County Water District sketch)
Parcel 070523000036

LOI Description of Surcharges

Water Surcharge

Surcharge will be assessed when an account's year to date usage exceeds the annual water allotment. Currently the surcharge is \$2.00 per 1,000 gallons in addition to the standard monthly usage fee. This fee is to recover the District's cost to obtain additional water rights for delivery.

Rate Differential Charge

Effective November 1, 2015, the District will no longer accept water transfers.

Plant Investment Surcharge

Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will not remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.

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AURORA ORGANIC DAIRY

- Dairying in Weld County since 1980
- Built a small processing plant in Platteville, Colorado in 2004
- Private label organic milk to all 50 states
- High Plains Dairy in Gill in 2006. 4400 cow dairy.
- Processing Plant expansion in 2010

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AURORA ORGANIC DAIRY

- LCRD Dairy (2012). 2000 cow dairy to increase supply for the high demand
- High Meadows Dairy (2013). 3000 cows
- Second Processing plant expansion in 2014
- High Ridge Dairy (2017). 2000 cows

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AURORA ORGANIC DAIRY WELD COUNTY



170 employees at the processing plant



215 employees at the dairy farm



\$1,300,000 tax to the county per year



Support 40,000 acres of crops in Colorado

AURORA ORGANIC DAIRY

Surcharge payment to NWWD in 2024

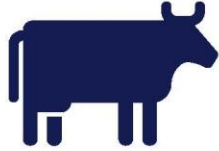
\$2,000,000



Makes us not competitive in Colorado for milk production if Surcharge payments don't go to Plant Investment and Water Allocation.

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CASEY DEHAAN - GREAT WESTERN DAIRY AND SUMMIT DAIRY



1/3 of Colorado Milk production and half of Leprino's daily use comes from this District.



The District's current approach is unsustainable.

Consequences of Surcharges

- **Never ending**
- **Punitive**
- **Threatening viability of our businesses**
- **Loss of jobs and capital investment**
- **Impacts ability to obtain financing**



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ELDON MARRS

Who is Eldon Marrs?

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MARRS MILKY WAY DAIRY

My family has been dairying in the state of Colorado since 1939. My father and my uncle started dairying in Broomfield, CO after returning home on a hog train from California with enough money between them to buy to purchase 3 dairy cows. We have been in the dairy business ever since. And while I am proud of my family history by no means are we the oldest dairy family in the state.

My wife and I currently run a dairy east of Ault that we purchased in 2014. This particular dairy facility has been in operation in the same location since the late 1920's. Ironically, my father attended grade school in the same schoolhouse that is located on my farm and would have ridden in a horse drawn wagon past my home on his way to school as a child.

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RELEVANT PERSONAL EXPERIENCE

My 42 years of personal experience spans across 15 ditch companies, 3 augmentation plans, 12 co-ops, 4 water districts and 3 state officer positions that I can remember.

I served as chairman of the board for 14 of these entities and held officer positions in 5 others.

My personal history with NWWWD dates back to 1998.



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WHY ARE WE HERE ?

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1) PURCHASE OF PI UNITS.

- a) A policy would be developed by NWWD where all current surcharges are applied to the CAT tap user account counts as an increase in PI units for that CAT Tap. At the beginning of each fiscal year of NWWD (November 1), NWWD will inform the CAT user of the number of PI units they have earned that year and give them the option to fully purchase any partially earned PI credits for that year.
- b) Money paid by CAT users in surcharges up to and including monies paid from November 8, 2022, until the date of this agreement would retroactively earn PI credits in NWWD.
- c) PI units would be made available to purchase directly from NWWD by CAT tap users to prevent surcharges.
- d) Cost for PI units must be fair and equitable and in line with what other NWWD users pay.
- e) Increases in the costs of PI units must be based on a system that provides transparency as to how the increases are used and are applicable to CAT taps.
- f) PI units associated with CAT taps will retain value to the CAT user in the following forms.
 1. A CAT tap would have the ability to be fully transferable in whole or part to another owner.
 2. A CAT tap could be changed into other types of taps with NWWD approval.
 3. A reinstatement of the policy regarding sale of unused PI units.
 4. A CAT tap agreement would state delivery specifications at the CAT tap location.

2) CAT WATER UNITS.

- a. CAT users can commit outside water units to NWWD. Units of water will be accepted by NWWD with yield totals for that water to be equal to the consumptive use of that share as decreed by the water court change case pertaining to that particular water supply.
- b. CAT users shall be able to dedicate water units to NWWD and to the specific CAT tap but shall retain ownership of the water, with NWWD having a first right of matching purchase price of the water if the CAT user wishes to sell the water or stops using the water through the tap. CAT users retained ownership of 100% of water units dedicated to NWWD in the past.
- c. Water could be purchased through the NWWD if available with the same concept as the PI plan but if water is purchased from the NWWD, however NWWD would retain partial ownership of the water.
- d. NWWD must accept outside water in lieu of water they own to increase CAT taps.
- e. The reinstatement of the prior procedure in paragraph 1.b and retroactive application of payments concept to be applied for water surcharges.

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3) END OF CAT AGREEMENT.

- a. NWWD would develop as part of the CAT tap agreement the following policies so as to ensure the value of the CAT tap and give CAT owners the following rights:
- b. Any water dedicated to that tap can be sold as per item 2 b.
- c. The tap can be converted to other types of taps.
- d. The tap can be converted to a smaller tap with an appropriate amount of water and PI units left on the tap. Any excess PI units can be sold to other users in the District with NWWD approval.



Questions or comments?

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MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NORTH WELD COUNTY WATER DISTRICT

Held: January 13, 2025, at 8:30 A.M.

The meeting was conducted via teleconference.

ATTENDANCE

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Tad Stout, President
Nels Nelson, Treasurer
Anne Hennen, Assistant Secretary
Matt Pettinger, Assistant Secretary
Scott Cockroft, Secretary

Also present were Eric Reckentine and Garrett Mick, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Lyons Gaddis, District special counsel; Jamie Dickinson, Spencer Fane, District special counsel; Jan Sitterson and Richard Raines, Water Resources; Wendy Greenwald, The Solution PR; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

The meeting was called to order at 8:30 A.M.

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualifications to serve.

Reaffirmation of Disclosures of Potential or Existing Conflicts of Interest

Mr. White advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Mr. White reported that disclosures for those directors that provided WHITE BEAR ANKELE TANAKA & WALDRON with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. White inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest about any matters scheduled for discussion at the meeting. Mr. Stout reminded the Board of his prior service on the Town of Severance Board and indicated a potential conflict of interest related to the Severance South development. Mr. Stout will recuse himself from discussion related to the Severance South

development. The remaining Directors reviewed the agenda for the meeting and confirmed that they have no additional conflicts of interest in connection with any of the matters listed on the agenda.

Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously approved the agenda as amended to add a discussion regarding upcoming ditch company elections.

PUBLIC COMMENT

None.

CONSENT MATTERS

AGENDA

Upon a motion of Ms. Hennen, seconded by Mr. Pettinger, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from December 9, 2024, Regular Meeting
- b. Draft Financials December 2024
- c. Invoices through January 13, 2025
- d. Tri-Hydro GIS Mapping Work Order 2025
- e. Stantec Work Order 2025 Engineering Services
- f. Longs Peak Dairy Augmentation Structure Change Order, Substantial Completion and Final Completion
- g. Silver Peaks Accounting Agreement
- h. Meter Abandonment Request Union Colony Investors
- i. Water Dedication Agreement Foss Dairy
- j. Cyber Security Agreement
- k. Resolution No. 20250113-01: Resolution Designating Meeting Notice Posting Location

Consider Requests Related to Water Service Agreement Flow Rate Provisions:
ABCD

Variance Flow

Mr. DeHann from ABCD Dairy presented to the Board a request for variance from the District's policy to buy and dedicate more water to the District, requesting an extension of time to do so, and requesting the District not to cut back flows to his property. Mr. DeHann is taking steps to rectify his under allocation of water, and to reduce usage on his property. He believes that after drilling wells and reducing usage, by the end of the year he will no longer be under allocated.

Following discussion, upon a motion by Mr. Cockroft, seconded by Ms. Hennen, the variance was approved,

Feldpausch

Charles Feldpausch presented to the Board seeing a variance from his water service agreement which limits his flow rate to 65gpm. He is asking for a variance to allow him to continue to use more than 65gpm while he goes through development review with the District. Mr. Reckentine recommended approval so long as both parties are diligently working through development review.

Following discussion, upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the variance was approved. It was noted that surcharge fees would continue to apply.

Amended Resolution of Necessity for Zone 1 Water Line and Tank Site Project Mr. Reckentine presented an amended resolution of necessity to include Cactus Hill properties to the previously adopted resolution.

Following discussion, upon a motion by Mr. Cockroft, seconded by Mr. Pettinger, the Board adopted the resolution. Mr. Nelson abstained from discussion and voting.

Approve Town of Eaton Amended and Restated Water Service Agreement Mr. Reckentine presented the Amended and Restated Water Services Agreement with the Town of Eaton and highlighted changes from the prior draft including an updated town service area boundary map.

The Board discussed the exhibits and noted a correction was needed to make clear the Town is not allowed 8 years to purchase its additional plant investments.

Following discussion, upon a motion by Ms. Hennen, seconded by Mr. Pettinger, the Board approved the agreement subject to corrections to the exhibits as noted in the meeting.

Update Regarding Status of Litigation with Eagle View Farms, LLC Ms. Dickinson provided a brief update regarding the upcoming trial in January 2025. The Board discussed the trial in the Executive Session.

Update on Tolling Agreement Work Session The Board summarized discussion with the dairies at the January 10, 2025, meeting. The Board discussed negotiations in the Executive Session.

Soldier Canyon Water Treatment Plant and Regional Master Plan Update Mr. Reckentine presented to the Board regarding the treatment plant and regional master plan. He discussed with the Board that it might make sense to consider the cost to build a new plant instead of expanding the existing plant and recommended the District proceed and was directed by the Board to proceed with a treatment feasibility study.

District Manager Annual Review Mr. Stout presented the annual review of Mr. Reckentine as District Manager. The Board discussed the review in the Executive Session.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b),(e)&(f), C.R.S. related to the Status of Litigation with Eagle View Farms, LLC, Dairy Tolling Agreement, Soldier Canyon Water Treatment Plant and Regional Master Plan Update, and Personnel Matters related to the District Manager Annual Review

Upon a motion duly made and seconded, followed by an affirmative vote of at least two-thirds of the quorum present, the Board(s) enter into executive session at 9:56 a.m. for the purpose of receiving legal advice on and discussing matters pursuant to Section 24-6-402(4)(b),(e)&(f), C.R.S. related to the Status of Litigation with Eagle View Farms, LLC, Dairy Tolling Agreement, Soldier Canyon Water Treatment Plant and Regional Master Plan Update, and Personnel Matters related to the District Manager Annual Review.

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., no record will be kept of the portion of this executive session that, in the opinion of legal counsel to the District, constitutes privileged attorney-client communication pursuant to Section 24-6-402(4)(b), C.R.S.

Also pursuant to Section 24-6-402(4), C.R.S., the Board did not adopt any proposed policy, position, resolution, rule, regulation or take formal action during the executive session.

Mr. Reckentine recused himself from discussion related to the District Manager Review.

The Board reconvened in regular session at 11:48 a.m.

Following the Executive Session, the Board took the following action:

Directed Mr. Reckentine and legal counsel to message to Towns that they will have until March to engage in negotiations of water services agreements, or the proposed financial structure will change.

Directed Mr. Reckentine to assemble information related to individual dairies allocation and surcharges paid.

Upon a motion by Ms. Hennen, seconded by Mr. Cockroft, the Board accepted the District Manager review.

Upon a motion by Mr. Nelson, seconded by Mr. Cockroft, the Board approved a 5% salary increase for Mr. Reckentine.

DISTRICT MANAGER'S REPORT

Tap Sales

Mr. Reckentine reported to the Board there were 114 taps sold in 2024.

Mr. Reckentine reported the NEWT III project is complete.

Timnath Line Lowering Project Complete Mr. Reckentine reported the project is complete.

Tank 4 Coating Project Complete Mr. Reckentine reported the project is complete.

Tank 5 Coating Project February Start Mr. Reckentine reported the project will start in February.

NEWT III Transmission Line Connection 36-inch Distribution Line Completed Mr. Reckentine reported that the NEWT 3 line is connected to the 36" line and the vault will be installed early. The line is expected to be operational in the next few weeks.

Lazy D aka Front Range Water Project and Montava Development Potential Groundwater Water Quality Issues Mr. Reckentine reported to the Board the status of the two projects and opposition to the H2FM water court case.

NOCO Water Alliance and C-BT Base Supply Mr. Reckentine stated that Northern Water is expressing concerns about native water leaving the Poudre Basin, but is not explaining why they are concerned, even when asked. Mr. Reckentine will continue to inquire.

Ditch Company Elections Mr. Reckentine discussed the upcoming company elections. The Board directed Mr. Reckentine with respect to votes.

OTHER BUSINESS

ADJOURNMENT There being no further business to be conducted, the meeting was adjourned.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting

Secretary for the District

ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session at the regular meeting of North Weld County Water District convened at 9:55 a.m. on January 13, 2024 for the sole purpose of discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b),(e)&(f), C.R.S. related to the Status of Litigation with Eagle View Farms, LLC, Dairy Tolling Agreement, Soldier Canyon Water Treatment Plant and Regional Master Plan Update, and Personnel Matters related to the District Manager Annual Review. I further attest it is my opinion that all of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2025

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,425,148.51
1015 - COLO TRUST - GENERAL		21,592,804.33
1017 - COLO TRUST- RRR		265,563.25
1020 - COLO TRUST - 2022 BOND		26,511,089.64
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,161,444.79
1105 - AR CONSTRUCTION METERS		74,605.17
1116 - ACCOUNTS RECEIVABLE		13,789.32
1230 - PREPAID INSURANCE		119,023.57
1300 - INVENTORY		2,123,585.58

Total Current Assets 53,287,254.16

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		3,440,118.09
1405 - WATER RIGHTS OWNED		102,112,451.44
1407 - WATER STORAGE		6,572,497.14
1415 - MACHINERY & EQUIPMENT		2,600,943.63
1416 - DEPREC - MACH & EQUIP		(2,007,120.85)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		76,915,677.65
1426 - DEPREC - PIPELINES		(26,502,452.05)
1430 - STORAGE TANKS		3,626,714.18
1431 - DEPREC - STORAGE TANKS		(1,642,003.81)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(82,279.68)
1435 - PUMP STATIONS		5,974,705.89
1436 - DEPREC - PUMP STATIONS		(2,826,752.24)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(4,666.50)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(568,176.17)
1454 - CONSTRUCT IN PROGRESS		8,333,141.04

Total Property and Equipment 178,886,262.50

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1466 - Bond Cst of Issue '19		0.37

Total Other Assets 22,849,611.07

Total Assets \$ 255,023,127.73

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	729,262.15
2216 - CONST MTR DEPOSITS		109,824.94
2230 - ACCRUED WAGES		68,410.51
2231 - ACCRUED COMP ABSENCES		162,037.28

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2025

2232 - ACCRUED INTEREST	625,550.00	
2240 - Retainage Payable	455,109.03	
	<hr/>	
Total Current Liabilities		2,150,193.91
Long-Term Liabilities		
2222 - 2019 Bond Payable	15,700,000.00	
2223 - Bond Premium '19	702,637.62	
2224 - 2020 BOND PAYABLE	2,225,000.00	
2226 - 01A BOND	34,615,000.00	
2226.1 - 2022 Bond Premium	2,224,785.12	
2227 - CURT PORT LONGTERM DEBT	2,025,000.00	
2229 - PREMIUM ON 2009A LOAN	40,317.67	
	<hr/>	
Total Long-Term Liabilities		57,532,740.41
		<hr/>
Total Liabilities		59,682,934.32
Capital		
2800 - RETAINED EARNINGS	199,753,639.94	
Net Income	(4,413,446.53)	
	<hr/>	
Total Capital		195,340,193.41
		<hr/>
Total Liabilities & Capital	\$	<u>255,023,127.73</u>

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 818,530.51	\$ 818,530.51	\$ 15,748,908.00	14,930,377.49	5.20
3111 - WATER ALLOC SURCHARGE	265,544.50	265,544.50	4,300,000.00	4,034,455.50	6.18
3112 - PLANT INVEST SURCHARGE	45,067.50	45,067.50	2,800,000.00	2,754,932.50	1.61
3113 - ADJUSTMENTS	23,464.24	23,464.24	0.00	(23,464.24)	0.00
3140 - CONST METER USAGE	5,616.08	5,616.08	217,548.00	211,931.92	2.58
3141 - CONSTR METER RENTAL	800.00	800.00	5,837.00	5,037.00	13.71
3142 - CONSTRUCT METER REPAIR	0.00	0.00	584.00	584.00	0.00
OPERATING	1,159,022.83	1,159,022.83	23,072,877.00	21,913,854.17	5.02
3210 INTEREST-COTRUST-GENERAL	177,033.75	177,033.75	1,500,000.00	1,322,966.25	11.80
3220 - PORT PARTONAGE AGFINITY	0.00	0.00	860.00	860.00	0.00
NON OPERATING	177,033.75	177,033.75	1,500,860.00	1,323,826.25	11.80
3310 - TAP (PI) FEES	0.00	0.00	3,300,000.00	3,300,000.00	0.00
3311 - DISTANCE FEES	0.00	0.00	183,790.00	183,790.00	0.00
3312 - WATER (ALLOCATION) FEE	(183,750.00)	(183,750.00)	210,000.00	393,750.00	(87.50)
3314 - INSTALLATION FEES	0.00	0.00	344,606.00	344,606.00	0.00
3315 - METER RELOCATION FEE	0.00	0.00	1,723.00	1,723.00	0.00
3316 - LINE EXTENSION FEE	0.00	0.00	159,181.00	159,181.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	0.00	10,200.00	10,200.00	0.00
3330 - COMMITMENT LETTER FEE	200.00	200.00	0.00	(200.00)	0.00
3331 - REVIEW FEE	80.00	80.00	0.00	(80.00)	0.00
NEW SERVICE	(183,470.00)	(183,470.00)	4,209,500.00	4,392,970.00	(4.36)
3410 - WATER RENTAL	0.00	0.00	18,943.00	18,943.00	0.00
AG WATER	0.00	0.00	18,943.00	18,943.00	0.00
3500 - MISCELLANEOUS	51,799.53	51,799.53	0.00	(51,799.53)	0.00
3520 - TRANSFER FEES	450.00	450.00	10,200.00	9,750.00	4.41
3530 - RISE TOWER RENT	300.00	300.00	8,385.00	8,085.00	3.58
MISCELLANEOUS	52,549.53	52,549.53	18,585.00	(33,964.53)	282.75
TOTAL REVENUES	1,205,136.11	1,205,136.11	28,820,765.00	27,615,628.89	4.18
OPERATING EXPENSE					
4110 - POTABLE WATER	194,631.95	194,631.95	3,418,521.50	3,223,889.55	5.69
4130 - CARRYOVER	0.00	0.00	94,925.09	94,925.09	0.00
4140 - WINTER WATER	3,137.21	3,137.21	5,859.55	2,722.34	53.54
4150 - ASSESSMENTS	0.00	0.00	623,758.86	623,758.86	0.00
4160 - RULE 11 FEES	0.00	0.00	67,668.00	67,668.00	0.00
4170 - WATER QUALITY - TESTING	387.00	387.00	14,566.00	14,179.00	2.66
WATER	(198,156.16)	(198,156.16)	(4,225,299.00)	(4,027,142.84)	4.69
4210 - SALARIES, FIELD	122,288.63	122,288.63	1,464,905.00	1,342,616.37	8.35
4220 - SALARIES, ENGINEERING	10,641.10	10,641.10	284,611.00	273,969.90	3.74
4240 - INSURANCE HEALTH	15,420.78	15,420.78	203,265.00	187,844.22	7.59
4250 - RETIREMENT	10,689.78	10,689.78	88,581.00	77,891.22	12.07
4260 - AWARDS	0.00	0.00	1,426.00	1,426.00	0.00
4270 - UNIFORMS	200.00	200.00	6,500.00	6,300.00	3.08
4280 - MISCELLANEOUS	0.00	0.00	1,189.00	1,189.00	0.00
EMPLOYEES	(159,240.29)	(159,240.29)	(2,050,477.00)	(1,891,236.71)	7.77
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	0.00	0.00	61,200.00	61,200.00	0.00
4411 - LOCATES	0.00	0.00	17,340.00	17,340.00	0.00
4412 - FARM PROPERTIES	0.00	0.00	3,060.00	3,060.00	0.00
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,928.00	5,928.00	0.00
4415 - WATER LINES (REPAIRS)	4,315.56	4,315.56	473,000.00	468,684.44	0.91
4416 - APPURTENANCE(REPAIR)	156.38	156.38	225,000.00	224,843.62	0.07

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4417 - METER SETTING	24,292.00	24,292.00	510,000.00	485,708.00	4.76
4418 - MASTER METERS	0.00	0.00	25,500.00	25,500.00	0.00
4419 - SERVICE WORK	0.00	0.00	132,600.00	132,600.00	0.00
4420 - STORAGE TANKS (O & M)	0.00	0.00	55,080.00	55,080.00	0.00
4430 - PUMP STATIONS (O & M)	7,727.32	7,727.32	153,000.00	145,272.68	5.05
4435 - CHLORINE STATION	0.00	0.00	5,631.00	5,631.00	0.00
4440 - EQUIPMENT	3,483.41	3,483.41	78,540.00	75,056.59	4.44
4445 - SCADA EQUIPMENT	0.00	0.00	30,600.00	30,600.00	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,743.00	5,743.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	27,568.00	27,568.00	0.00
4450 - SHOP/YARD	2,464.25	2,464.25	30,000.00	27,535.75	8.21
4460 - VEHICLES	2,540.35	2,540.35	106,121.00	103,580.65	2.39
4470 - SAFETY	350.00	350.00	20,808.00	20,458.00	1.68
4480 - CONTROL VAULTS	0.00	0.00	34,680.00	34,680.00	0.00
OPERATION & MAINTENANCE	(45,329.27)	(45,329.27)	(2,001,399.00)	(1,956,069.73)	2.26
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	12,050.46	12,050.46	188,416.00	176,365.54	6.40
ELECTRICITY	(12,050.46)	(12,050.46)	(188,416.00)	(176,365.54)	6.40
4700 - COMMUNICATIONS	100.08	100.08	52,020.00	51,919.92	0.19
COMMUNICATIONS	(100.08)	(100.08)	(52,020.00)	(51,919.92)	0.19
4810 - GENERAL	4,012.38	4,012.38	77,010.00	72,997.62	5.21
4820 - AUTO	1,320.12	1,320.12	20,808.00	19,487.88	6.34
4830 - WORKER'S COMP	3,471.83	3,471.83	78,030.00	74,558.17	4.45
INSURANCE	(8,804.33)	(8,804.33)	(175,848.00)	(167,043.67)	5.01
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	423,680.59	423,680.59	8,693,459.00	8,269,778.41	4.87
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	48,357.16	48,357.16	562,161.00	513,803.84	8.60
SALARIES	48,357.16	48,357.16	562,161.00	513,803.84	8.60
5210 - FICA	14,197.99	14,197.99	141,780.00	127,582.01	10.01
PAYROLL TAXES	14,197.99	14,197.99	141,780.00	127,582.01	10.01
5300 - HEALTH INSURANCE	0.00	0.00	62,424.00	62,424.00	0.00
5310 - ADMIN HEALTH INSURANCE	5,181.65	5,181.65	0.00	(5,181.65)	0.00
HEALTH INSURANCE	5,181.65	5,181.65	62,424.00	57,242.35	8.30
5401 - ELECTRICITY	761.79	761.79	10,404.00	9,642.21	7.32
5402 - PROPANE	1,840.67	1,840.67	7,283.00	5,442.33	25.27
5403 - TELEPHONE	24,927.42	24,927.42	23,929.00	(998.42)	104.17
5404 - CELL PHONE SERVICE	1,519.83	1,519.83	20,808.00	19,288.17	7.30
5405 - CELL PHONE ACCESSORIES	0.00	0.00	520.00	520.00	0.00
5406 - OFFICE CLEANING SERVICE	1,700.00	1,700.00	20,808.00	19,108.00	8.17
5407 - INTERNET	0.00	0.00	624.00	624.00	0.00
5409 - SECURITY CAMERAS	1,757.60	1,757.60	12,240.00	10,482.40	14.36
5410 - OFFICE EQUIPMENT	0.00	0.00	510.00	510.00	0.00
5412 - PRINTERS	196.83	196.83	510.00	313.17	38.59
5440 - COMPUTER	0.00	0.00	5,100.00	5,100.00	0.00
5441 - COMPUTER SUPPORT	6,018.40	6,018.40	70,000.00	63,981.60	8.60
5443 - SOFTWARE	0.00	0.00	7,283.00	7,283.00	0.00
5444 - LICENSES (ANNUAL)	0.00	0.00	31,212.00	31,212.00	0.00
5445 - SENSUS METER SUPPORT	0.00	0.00	3,121.00	3,121.00	0.00
OFFICE UTILITIES	38,722.54	38,722.54	214,352.00	175,629.46	18.06

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5510 - OFFICE EXPENSES	14,486.52	14,486.52	182,182.00	167,695.48	7.95
5520 - POSTAGE	0.00	0.00	4,000.00	4,000.00	0.00
5530 - BANK / CREDIT CARD FEES	10.00	10.00	40,000.00	39,990.00	0.03
5540 - BUILDING MAINTENANCE	1,018.00	1,018.00	7,000.00	5,982.00	14.54
OFFICE EXPENSE	15,514.52	15,514.52	233,182.00	217,667.48	6.65
5610 - LEGAL	18,460.50	18,460.50	375,000.00	356,539.50	4.92
5620 - ACCOUNTING	0.00	0.00	70,000.00	70,000.00	0.00
5630 - WATER TRANSFER FEES	950.00	950.00	4,080.00	3,130.00	23.28
5640 - MAPPING - NORTHLINE	0.00	0.00	728.00	728.00	0.00
5650 - CONSULTANT FEES	2,450.00	2,450.00	225,000.00	222,550.00	1.09
5660 - MEMBERSHIP FEES	0.00	0.00	61,200.00	61,200.00	0.00
5680 - LAND ACQUISITION	0.00	0.00	102,000.00	102,000.00	0.00
PROFESSIONAL FEES	21,860.50	21,860.50	838,008.00	816,147.50	2.61
VEHICLES	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	143,834.36	143,834.36	2,051,907.00	1,908,072.64	7.01
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	12,250,000.00	12,250,000.00	0.00
STORAGE TANKS	0.00	0.00	12,250,000.00	12,250,000.00	0.00
PUMP STATIONS	0.00	0.00	0.00	0.00	0.00
6410 - VEHICLES	0.00	0.00	100,000.00	100,000.00	0.00
EQUIPMENT	0.00	0.00	100,000.00	100,000.00	0.00
6505 - ENGINEERING	0.00	0.00	1,050,000.00	1,050,000.00	0.00
6510 - WATER LINES	25,125.00	25,125.00	11,500,000.00	11,474,875.00	0.22
6545 - SCADA EQUIPMENT	3,630.00	3,630.00	0.00	(3,630.00)	0.00
SYSTEM	28,755.00	28,755.00	12,550,000.00	12,521,245.00	0.23
6610 - WATER RESOURCE MANAGER	3,424.77	3,424.77	0.00	(3,424.77)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	4,950,000.00	4,950,000.00	6,000,000.00	1,050,000.00	82.50
6630 - LEGAL (WRM)	0.00	0.00	80,000.00	80,000.00	0.00
6640 - STORAGE	12,042.00	12,042.00	0.00	(12,042.00)	0.00
WATER RIGHTS	4,965,466.77	4,965,466.77	6,280,000.00	1,314,533.23	79.07
6710 - EASEMENTS	58,950.00	58,950.00	75,000.00	16,050.00	78.60
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	0.00	5,000.00	5,000.00	0.00
LAND/EASEMENTS	58,950.00	58,950.00	180,000.00	121,050.00	32.75
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	5,053,171.77	5,053,171.77	31,360,000.00	26,306,828.23	16.11
BONDS					

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
 Income Statement
 Detail
 For the One Month Ending January 31, 2025

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	1,205,136.11	1,205,136.11	28,898,673.00	27,693,536.89	4.17
TOTAL EXPENSES	5,620,686.72	5,620,686.72	46,579,134.00	40,958,447.28	12.07
PROFIT/LOSS	(4,415,550.61)	(4,415,550.61)	(17,680,461.00)	(13,264,910.39)	24.97

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		3,323,031.67
Add: Cash Receipts		286,277.91
Less: Cash Disbursements		(1,209,118.09)
Add (Less) Other		<u>(975,042.98)</u>
Ending GL Balance		<u>1,425,148.51</u>
Ending Bank Balance		1,568,905.60
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Nov 18, 2022	17106	(227.65)
Feb 9, 2024	18529	(14.43)
Mar 8, 2024	18644	(1,100.00)
Apr 12, 2024	18758	(9.60)
Jun 7, 2024	18910	(3,356.79)
Jun 25, 2024	18976	(13.82)
Jul 18, 2024	19051	(11.25)
Dec 17, 2024	19483	(6,122.26)
Dec 17, 2024	19485	(64.75)
Dec 17, 2024	19488	(71.25)
Dec 27, 2024	19496	(150.00)
Dec 30, 2024	19502	(675.00)
Jan 9, 2025	19525	(21,768.22)
Jan 10, 2025	19528	(1,200.00)
Jan 10, 2025	19529	(220.08)
Jan 10, 2025	19535	(1,500.00)
Jan 10, 2025	19536	(135.68)
Jan 10, 2025	19538	(1,300.00)
Jan 10, 2025	19539	(6,626.30)
Jan 14, 2025	19540	(1,100.00)
Jan 17, 2025	19555	(8,997.68)
Jan 17, 2025	19558	(1,566.00)
Jan 17, 2025	19565	(12,643.50)
Jan 17, 2025	19567	(350.00)
Jan 17, 2025	19571	(20.26)
Jan 23, 2025	19574	(206.10)
Jan 23, 2025	19575	(37.50)
Jan 23, 2025	19576	(85.50)
Jan 23, 2025	19577	(7.65)
Jan 23, 2025	19578	(25.00)
Jan 23, 2025	19579	(25.45)
Jan 23, 2025	19580	(130.50)
Jan 23, 2025	19581	(1,690.00)
Jan 23, 2025	19582	(580.15)
Jan 23, 2025	19583	(107.51)
Jan 24, 2025	19585	(5,817.00)
Jan 24, 2025	19586	(6,018.40)
Jan 24, 2025	19587	(4,004.00)
Jan 24, 2025	19588	(757.74)
Jan 24, 2025	19589	(20,150.00)
Jan 24, 2025	19590	(1,840.67)
Jan 24, 2025	19591	(382.82)
Jan 24, 2025	19592	(2,500.00)
Jan 24, 2025	19593	(12,042.00)
Jan 24, 2025	19594	(1,932.98)
Jan 29, 2025	OL-0129202	<u>(24,927.42)</u>
Total outstanding checks		(152,512.91)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2025
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Add (Less) Other

Dec 15, 2024		101.94
Jan 31, 2025	CF0120	320.90
Jan 29, 2025	CJ012925-01	137.75
Jan 30, 2025	MARS0120	203.75
Jan 31, 2025	MARS0121	606.75
Sep 30, 2024	MARS0920	109.25
Jan 29, 2025	OP0129	1,901.23
Jan 30, 2025	OP0130	2,225.25
Jan 31, 2025	OP0131	3,149.00

Total other 8,755.82

Unreconciled difference 0.00

Ending GL Balance 1,425,148.51

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2025
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: January 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	21,528,893.74
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>63,910.59</u>
Ending GL Balance	<u>21,592,804.33</u>
Ending Bank Balance	21,592,804.33
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>21,592,804.33</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2025
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: January 31, 2025

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	29,397,966.48
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(2,886,876.84)</u>
Ending GL Balance	<u>26,511,089.64</u>
Ending Bank Balance	26,511,089.64
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>26,511,089.64</u></u>

Change Order

No. 2

Date of Issuance: January 13, 2025 Effective Date: January 13, 2025

Project: North Weld County Water District On-Call Professional Engineering, Survey, and Regulatory Compliance Services	Owner: North Weld County Water District	Owner's Contract No.:
Contract: Agreement for Professional Engineering Services between the North Weld County Water District and Trihydro Corporation		Date of Contract: November 14, 2022 Master Service Agreement
Contractor: N/A		Engineer's Project No.: 0075Q-003-0010

The Contract Documents are modified as follows upon execution of this Change Order:


Description: Change in Contract Documents to update the schedule of charges to the Trihydro Regional 2025 Schedule of Charges. Time, materials, and expenses will be billed in accordance with Trihydro's updated Regional 2025 Schedule of Charges, attached. This will not result in a change to overall contract amounts.

Attachment:

1. Trihydro Regional 2025 Standard Schedule of Charges

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
Per Project	Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase from previously approved Change Order No. 1:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
\$ N/A	
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ N/A	Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Increase of this Change Order:	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
\$ 0	
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ Per Project	Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Project Manager (Authorized Signature)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: January 13, 2025

Date: _____

TRIHYDRO REGIONAL STANDARD SCHEDULE OF CHARGES

JANUARY 1, 2025 - DECEMBER 31, 2025 ^{1, 2, 3}

<u>PERSONNEL</u>	<u>UNIT RATE</u> ^{4, 5}
Senior Principal -----	282.00/hour
Principal-----	265.00/hour
Project Principal-----	250.00/hour
Technical Specialist 4 -----	298.00/hour
Technical Specialist 3 -----	283.00/hour
Technical Specialist 2 -----	265.00/hour
Technical Specialist 1 -----	250.00/hour
Professional Level 12 -----	245.00/hour
Professional Level 11 -----	230.00/hour
Professional Level 10 -----	215.00/hour
Professional Level 9 -----	202.00/hour
Professional Level 8 -----	192.00/hour
Professional Level 7 -----	180.00/hour
Professional Level 6 -----	168.00/hour
Professional Level 5 -----	155.00/hour
Professional Level 4 -----	142.00/hour
Professional Level 3 -----	132.00/hour
Professional Level 2 -----	122.00/hour
Professional Level 1 -----	111.00/hour
Technician Level 8 -----	152.00/hour
Technician Level 7 -----	140.00/hour
Technician Level 6 -----	128.00/hour
Technician Level 5 -----	117.00/hour
Technician Level 4 -----	107.00/hour
Technician Level 3 -----	98.00/hour
Technician Level 2 -----	86.00/hour
Technician Level 1 -----	72.00/hour
Administrative 4 -----	108.00/hour
Administrative 3 -----	93.00/hour
Administrative 2 -----	80.00/hour
Administrative 1 -----	66.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services) -----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies) -----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem ^{6, 7} -----	\$68/day/person
Airline Tickets -----	Cost
Hotel/Motel -----	Cost
Rental Vehicle -----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies -----	Cost + 10%
Rental Equipment -----	Cost + 10%
Purchased Equipment -----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc. -----	See Project-Specific Cost Estimate
Consumable Field Supplies and PPE -----	See Project-Specific Cost Estimate
Company Vehicles (daily) ⁸ -----	\$100/day min or 67 cents/mile
Company Vehicles (monthly) -----	Cost + fuel cost

1. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
2. Payment of invoices shall be due within 30 days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
3. The rates in this Schedule of Charges are subject to change on December 31, 2025.
4. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
5. Expert testimony services, including but not limited to preparing for and time spent in depositions, arbitration or trial testimony, shall be charged at 3.0 times the individual's billing level. Other expert technical consulting services, including but not limited to research, review, evaluation, and preparation of expert technical opinions and deliverables, shall be charged at 2.0 times the individual's billing level.
6. Any international travel meal per diem will be at cost.
7. Per diem is subject to the CONUS GSA standard rate. Per diem as such will be subject to change throughout the year based on GSA guidance.
8. Minimum charge of \$100/day. Daily mileage exceeding 150 miles is charged at the current IRS rate per mile.





January 13, 2025

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: Proposed Scope of Work and Fee Estimate
2025 Regulatory Compliance Services

Dear Mr. Reckentine:

Trihydro Corporation (Trihydro) is submitting this fee proposal to continue providing North Weld County Water District (NWCWD) professional services for work on the Regulatory Compliance Services Project (Project). Trihydro proposes performing work on a time and materials basis with a not-to-exceed budget unless otherwise approved.

Project work in 2023 and 2024 included reviewing information and transitioning services. Trihydro anticipates the 2025 scope of work will include maintaining NWCWD's various regulatory requirements related to the water distribution system. Anticipated services include:

- Updating the Public Water System Monitoring Plan Rule document
- Updating the Monitoring, Reporting and Tracking Plan
- Assisting with the Backflow Prevention Program
- Assisting with the Tank Inspection Program
- Assisting with the Consumer Confidence Report preparation
- Assisting with the system sanitary survey
- Assisting with the Lead and Copper Revised Rule system inventory updates and notifications, including but not limited to:
 - Inventory tracking sheet updates
 - Service line identification activities
 - 2025 customer notifications
 - Implementing database and GIS components into the Regulatory Compliance Services program

Trihydro proposes the following budgets for 2025:

Regulatory Compliance – Assistance Activities	\$30,000.00
<u>Lead and Copper Revised Rule – Assistance Activities</u>	<u>\$30,000.00</u>
Total	\$60,000.00



Mr. Eric Reckentine
January 13, 2025
Page 2

Work will be billed on a time and materials, not-to exceed basis unless otherwise approved in accordance with the November 2022 Master Service agreement. If acceptable, please sign the acknowledgement below and email the signed copy to Michelle Sell (msell@trihydro.com) and copy Autumn Bainer (abainer@trihydro.com).

Authorized By: _____

Authorized Date: _____

We look forward to continuing our partnership. Please call us at (307) 745-7474 if there are questions or if you would like to discuss further.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink that reads "Michelle L.D. Sell".

Michelle L.D. Sell, P.E.
Project Director

0075Q-003-0010

CHANGE ORDER NO.: 1

Owner:	North Weld County Water District	Owner's Project No.:	
Engineer:	Trihydro Corporation	Engineer's Project No.:	0075Q-003-0010, Task 0010
Contractor:	Reynolds Construction, LLC	Contractor's Project No.:	42410
Project:	NWCWD Timnath 36" Water Line Adjustment		
Contract Name:	Agreement between North Weld County Water District and Reynolds Construction, LLC for construction of the Timnath 36" Water Line Adjustment		
Date Issued:	January 28, 2025	Effective Date of Change Order:	February 10, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

Adjustment of the Contract Price to account for the following construction-related items, resulting in a total increase of **\$34,010.30**. A summarized explanation of each item is presented below:


- 1.01 During installation of the 36-inch water line lowering, water within the existing line to the north was inadvertently released, flowed south and flooded the trench. This resulted in the Contractor having to dewater the excavation, re-excavate the trench, and re-install pipe bedding materials. This additional work resulted in an increase to the Contract Price of **\$11,355.59**.
- 1.02 During construction of the 36-inch water line lowering, it was decided to install concrete thrust blocks at the 45-degree fittings for the water line lowering to provide additional thrust restraint. This additional work resulted in an increase to the Contract Price of **\$5,362.20**.
- 1.03 After multiple unsuccessful attempts to pressure test the new 4-inch PVC water line installed for the lowering, it was decided to replace two approximately 20-LF sections of existing 4-inch asbestos cement (AC) water line originally scheduled to remain in place between the two new gate valves. After replacement of the remaining AC water line within the section being pressure tested, the new PVC water line was successfully pressure tested. This additional work resulted in an increase to the Contract Price of **\$9,419.50**.
- 1.04 The property owner to the east of the Project requested replacement of a section of the white synthetic fence which had been inundated and stained by the backed-up water on the east side of the road. This additional work resulted in an increase to the Contract Price of **\$622.50**.
- 1.05 After potholing activities were completed, it was determined that the existing fiber optic lines located on the east side of the road were in conflict with the new RCP culvert. The Contractor, in coordination with the fiber optic company, utilized a hydro-vacuum truck to expose the flexible fiber optic conduits far enough in both directions to adjust them vertically to complete the culvert installation. This additional work resulted in an increase to the Contract Price of **\$7,250.51**.

Attachments:

Labor, materials, and pricing backup documentation, submitted by Reynolds Construction, LLC, for each item outlined above:

- 1.01 CO-01: Flood and rework subgrade, dated January 16, 2025
- 1.02 CO-02: Added Kickers/Thrust Blocks, dated January 16, 2025
- 1.03 CO-03: Added 4" PVC, dated January 16, 2025
- 1.04 CO-04: New fence, dated January 16, 2025
- 1.05 CO-05: Utility Adjustments, dated January 22, 2025

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>243,848.00</u>	Original Contract Times: Substantial Completion: <u>December 17, 2024</u> Ready for final payment: <u>June 13, 2025</u>
Increase from previously approved Change Orders No. X to No. X: \$ <u>N/A</u>	Change from previously approved Change Orders No. X to No. X: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>243,848.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 17, 2024</u> Ready for final payment: <u>June 13, 2025</u>
Increase this Change Order: \$ <u>34,010.30</u>	No Change this Change Order: Substantial Completion: <u>December 17, 2024</u> Ready for final payment: <u>June 13, 2025</u>
Contract Price incorporating this Change Order: \$ <u>277,858.30</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 17, 2024</u> Ready for final payment: <u>June 13, 2025</u>

<p style="text-align: center;">Recommended by Engineer</p> <p>By: <u></u></p> <p>Title: <u>Project Manager</u></p> <p>Date: <u>1/28/2025</u></p>	<p style="text-align: center;">Accepted by Contractor</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p style="text-align: center;">Authorized by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p style="text-align: center;">Approved by Funding Agency (if applicable)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>



January 16, 2025

NWCWD - Timnath 36" Waterline Adjustment

North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

CO-01: Flood and rework of subgrade

The 36" waterline was turned on for a brief period before the lowering was finished being installed on 12/11/24. This resulted in having to pump the the excavation then excavate and reinstall new bedding materials.

Labor:

Classification	Hours	Rate	Count	Extension
Foreman	11.00	\$ 107.36	1	\$ 1,180.96
Excavator Operator	9.00	\$ 100.50	1	\$ 904.50
Loader Operator	9.00	\$ 78.16	2	\$ 1,406.88
Pipelayer	9.00	\$ 62.53	2	\$ 1,125.54
Laborer	9.00	\$ 49.13	2	\$ 884.34

Labor	\$	5,502.22
Mark Up 10%	\$	550.22
Total Labor	\$	6,052.44

Equipment:

Unit	Hours	Rate	Units	Extension
Foreman Truck	8.00	\$ 28.59	1	\$ 228.72
CAT 335 Excavator	8.00	\$ 263.25	1	\$ 2,106.00
John Deere 644 P Loader	8.00	\$ 143.10	1	\$ 1,144.80
SDG 45 Generator	8.00	\$ 45.00	1	\$ 360.00
3" Pump	8.00	\$ 12.00	1	\$ 96.00

Equipment:	\$	3,935.52
Mark Up 10%	\$	393.55
Total Equip	\$	4,329.07

Materials

Item	Quant.	Unit	Rate	Extension
1-1/2" Rock	16.00	Ton	\$ 45.75	\$ 732.00
Pipe Bedding	8.00	Ton	\$ 19.19	\$ 153.52

Materials:	\$	885.52
Mark Up 10%	\$	88.55
Total Materials	\$	974.07

Subcontractors

Item	Quant.	Unit	Rate	Extension
		Load		\$ -

Subs: \$ -
Mark Up 5% \$ -
Total Subs \$ -

Exclusions: n/a

Subtotal Cost **\$ 10,323.26**
Mark Up Total **\$ 1,032.33**
Total \$ 11,355.59



Sincerely,
JP Connolly
Project Manager
Reynolds Construction, LLC

ADDITIONAL WORK

Project Number: <u>42410</u>	Project Name: <u>Timnath 36" lowering</u>	
Additional Work Performed For: <u>rework subgrade for 36" pipe</u>	Date: <u>12/11/24</u>	
Description Of Work Performed: <u>we have are trench floded and we have mud and 1" 1/2 rock with Bedding on the trench ready to be install</u>		

Labor	Craft	Hours		For Accounting Only	
		Regular	Overtime	Rate	Extension
Foremen	11				
main operator	9				
loader hand	9				
pipe layer	9				
second operator	9				
Top man	9				
Labor I	9				
Labor II	9				
TOTAL LABOR					\$0.00
					\$0.00
					\$0.00

Equip. No.	Equipment Description	Hours	Rate	Extension
423007	330 Excavator	7		\$0.00
				\$0.00
523015	644 loader	7		\$0.00
				\$0.00
323005	SDG 45 generator	11.5		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL EQUIPMENT				\$0.00
				\$0.00
				\$0.00

Materials	Unit	Quantity	Rate	Extension
8 Yards of 1"1/2 rock				\$0.00
4 Yards of Bedding				\$0.00
				\$0.00
(1) 3" pump got ruin from pumping mud				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL MATERIALS				\$0.00
				\$0.00
				\$0.00

Subcontractors	Unit	Quantity	Rate	Extension
				\$0.00
				\$0.00
				\$0.00
TOTAL SUBCONTRACTORS				\$0.00
				\$0.00
				\$0.00

This sheet was filled out by (Reynolds employee):

Roberto Gonzalez

By signature, the above work has been confirmed by Client.

Remit To:

BURNCO Colorado, LLC

10100 Dallas Street,

Henderson CO 80640

Phone: 1-866-315-8725

Email: accounts.receivable.co@burnco.com



INVOICE

Invoice Number: **SJ6100472**

Customer ID: 739008

Order: RCL6-J

BILL TO:	SHIP TO:
REYNOLDS CONSTRUCTION LLC 1775 E 69TH AVE Denver , CO 80229	NWCWD TIMNATH 36" WATER LINE ADJ TD DEL- JEFFCO 39550 S COLORADO BLVD, FORT COLLINS

INVOICE DATE	TERMS	Customer Job	CUSTOMER P.O. NO.	SITE
12/03/2024	Net 30 Days		42410-0	63007

TICKET	PRODUCT / DESCRIPTION	UNITS	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE
1007051284	1.5 ROCK	Ton	13.92	25.00	348.00
	Freight Charge	Load	1.00	262.40	262.40
1007051307	1.5 ROCK	Ton	12.57	25.00	314.25
	Freight Charge	Load	1.00	262.40	262.40
1007051318	1.5 ROCK	Ton	11.45	25.00	286.25
	Freight Charge	Load	1.00	262.40	262.40
Subtotal		1.5 ROCK	Ton	37.94	1,735.70

Avg price = \$45.75/Ton

Sales Subtotal	1,735.70
Sales Tax	0.00

PLEASE NOTE:

E-mail tax exempt documentation to taxexempt.co@burnco.com

Taxes will not be adjusted after invoicing.

Please Remit Payment to Remit To Address as per above.

INVOICE TOTAL 1,735.70

Remit To:

BURNCO Colorado, LLC

10100 Dallas Street,

Henderson CO 80640

Phone: 1-866-315-8725

Email: accounts.receivable.co@burnco.com



INVOICE

Invoice Number: **SJ6100396**

Customer ID: 739008

Order: RCL6-N

BILL TO:	SHIP TO:
REYNOLDS CONSTRUCTION LLC 1775 E 69TH AVE Denver , CO 80229	NWCWD TIMNATH 36" WATER LINE ADJ TD DEL- NISSEN 39550 S COLORADO BLVD, FORT COLLINS

INVOICE DATE	TERMS	Customer Job	CUSTOMER P.O. NO.	SITE
12/02/2024	Net 30 Days		42410-0	63008

TICKET	PRODUCT / DESCRIPTION	UNITS	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE
1008078166	SQUEEGEE	Ton	13.46	8.50	114.41
	Freight Charge	Load	1.00	149.00	149.00
1008078167	SQUEEGEE	Ton	13.54	8.50	115.09
	Freight Charge	Load	1.00	149.00	149.00
1008078191	SQUEEGEE	Ton	15.35	8.50	130.48
	Freight Charge	Load	1.00	149.00	149.00
1008078192	SQUEEGEE	Ton	13.38	8.50	113.73
	Freight Charge	Load	1.00	149.00	149.00
Subtotal		Ton	55.73		1,069.71

Avg price = \$19.19/Ton

Sales Subtotal	1,069.71
Sales Tax	13.74

PLEASE NOTE:

E-mail tax exempt documentation to taxexempt.co@burnco.com

Taxes will not be adjusted after invoicing.

Please Remit Payment to Remit To Address as per above.

INVOICE TOTAL 1,083.45



January 16, 2025

NWCWD - Timnath 36" Waterline Adjustment

North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

CO-02: Added Kickers/Thrust Blocks

Thrust blocks were determined to be needed and thus added to the 36" waterline lowering.

Labor:

Classification	Hours	Rate	Count	Extension
Foreman	3.50	\$ 107.36	1	\$ 375.76
Excavator Operator	3.50	\$ 100.50	1	\$ 351.75
Loader Operator	3.50	\$ 78.16	1	\$ 273.56
Pipelayer	3.50	\$ 62.53	2	\$ 437.71
Laborer	3.50	\$ 49.13	2	\$ 343.91

Labor	\$	1,782.69
Mark Up 10%	\$	178.27
Total Labor	\$	1,960.96

Equipment:

Unit	Hours	Rate	Units	Extension
Foreman Truck	3.50	\$ 28.59	1	\$ 100.07
CAT 335 Excavator	3.50	\$ 263.25	1	\$ 921.38

Equipment:	\$	1,021.44
Mark Up 10%	\$	102.14
Total Equip	\$	1,123.58

Materials

Item	Quant.	Unit	Rate	Extension
Burnco - Concrete	1.00	LS	\$ 2,070.60	\$ 2,070.60

Materials:	\$	2,070.60
Mark Up 10%	\$	207.06
Total Materials	\$	2,277.66

Subcontractors

Item	Quant.	Unit	Rate	Extension
		Load		\$ -

Subs: \$ -
Mark Up 5% \$ -
Total Subs \$ -

Exclusions: n/a

Subtotal Cost **\$ 4,874.73**
Mark Up Total **\$ 487.47**
Total \$ 5,362.20



Sincerely,
JP Connolly
Project Manager
Reynolds Construction, LLC

ADDITIONAL WORK

Project Number: <u>42410</u>	Project Name: <u>36" lowering waterline</u>	Date: <u>12/13/24</u>
Additional Work Performed For: <u>Concrete For Kickers</u>		
Description Of Work Performed: <u>Kickers on 36" waterline</u>		

Labor	Craft	Hours		For Accounting Only	
		Regular	Overtime	Rate	Extension
Foreman		3 1/2	hours		
main operator		3 1/2			
operator #2		3 1/2			
pipe layer		3 1/2			
labor 1		3 1/2			
labor 2		3 1/2			
Top man		3 1/2			
TOTAL LABOR					\$0.00
					\$0.00
					\$0.00

Equip. No.	Equipment Description	Hours	Rate	Extension
423002	330 Excavator	3 1/2		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL EQUIPMENT				\$0.00
				\$0.00
				\$0.00

Materials	Unit	Quantity	Rate	Extension
Concrete 12 Yards		12 Yards		\$0.00
				\$0.00
45 C1 C1 C2C				\$0.00
CDOT CLASS				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL MATERIALS				\$0.00
				\$0.00
				\$0.00

Subcontractors	Unit	Quantity	Rate	Extension
				\$0.00
				\$0.00
				\$0.00
TOTAL SUBCONTRACTORS				\$0.00
				\$0.00
				\$0.00

This sheet was filled out by (Reynolds employee):

Roberto Gonzalez

By signature, the above work has been confirmed by Client.

BURNCO

INVOICE

BURNCO Colorado, LLC
10100 Dallas Street
Henderson, CO 80640
Phone: 1-866-315-8725
E-mail: accounts.receivable.co@burnco.com

Invoice Number: SA834611
Customer: 739008
Ship Date: 12/13/2024
Order: 213
Page: 1

BILL TO:**SHIP TO:**

REYNOLDS CONSTRUCTION LLC
1775 E 69TH AVE
Denver CO 80229

39500 S COLORADO BLVD FORT COLLINS
Project Code: 18867
Project Name: VARIOUS
Usage:

INVOICE DATE**TERMS****CUSTOMER JOB NUMBER****CUSTOMER P.O. NO.****SITE**

12/13/2024

Net 30 Days

42410

42410

602

PRODUCT DESCRIPTION**UNITS****QTY SHIPPED****UNIT PRICE****EXTENDED PRICE**

45C1C1C2C	CDOT CLASS B/D/P LOW SLUMP	cy	12.00	169.55	2,034.60
WNTFEE	WINTER FEE	ea	12.00	3.00	36.00
FUELL	FUEL SURCHARGE	ea	2.00	0.00	0.00

Tickets: 20689891, 20689926

PLEASE NOTE:

Taxes will not be adjusted after invoicing
Email any tax exemption documents to:
taxexempt.co@burnco.com
before placing your order.
As of April 29th, 2024, a 3% surcharge will apply
to all credit card payments.

SUBTOTAL \$	2,070.60
STATE TAX	60.05
CITY TAX	62.12
COUNTY TAX	16.56
RTD TAX	0.00
CULDIST TAX	0.00
INVOICE TOTAL \$	2,209.33



January 16, 2025

NWCWD - Timnath 36" Waterline Adjustment

North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

CO-03: Added 4" PVC

The 4" AC pipe sections left in place between the new gate valves would not hold pressure. It was replaced with 4" PVC.

Labor:

Classification	Hours	Rate	Count	Extension
Foreman	8.00	\$ 107.36	1	\$ 858.88
Excavator Operator	8.00	\$ 100.50	1	\$ 804.00
Loader Operator	8.00	\$ 78.16	2	\$ 1,250.56
Pipelaye	8.00	\$ 62.53	2	\$ 1,000.48
Laborer	8.00	\$ 49.13	2	\$ 786.08

Labor	\$	4,700.00
Mark Up 10%	\$	470.00
Total Labor	\$	5,170.00

Equipment:

Unit	Hours	Rate	Units	Extension
Foreman Truck	8.00	\$ 28.59	1	\$ 228.72
CAT 335 Excavator	8.00	\$ 263.25	1	\$ 2,106.00
John Deere 644 P Loader	8.00	\$ 143.10	1	\$ 1,144.80

Equipment:	\$	3,479.52
Mark Up 10%	\$	347.95
Total Equip	\$	3,827.47

Materials

Item	Quant.	Unit	Rate	Extension
Burnco Pipe Bedding	14.00	Ton	\$ 19.19	\$ 268.66
Ferguson 20' 4" PVC	20.00	LF	\$ 5.75	\$ 115.00

Materials:	\$	383.66
Mark Up 10%	\$	38.37
Total Materials	\$	422.03

Subcontractors

Item	Quant.	Unit	Rate	Extension
		Load		\$ -

Subs: \$ -
Mark Up 5% \$ -
Total Subs \$ -

Exclusions: n/a

Subtotal Cost \$ 8,563.18
Mark Up Total \$ 856.32
Total \$ 9,419.50



Sincerely,
JP Connolly
Project Manager
Reynolds Construction, LLC

ADDITIONAL WORK

Project Number: 42410	Project Name: Timmerth 36" lowering	
Additional Work Performed For:	Remove AC pipe and replaced with pvc	Date: 12/17/24
Description Of Work Performed:	Remove 40' OF AC pipe, replace 45' OF PVC pipe	

Labor	Craft	Hours		For Accounting Only	
		Regular	Overtime	Rate	Extension
Foremen		8			
main operator		8			
pipe layer		8			
loader operator		8			
Top man		8			
second operator		8			
Labor I		8			
Labor II		8			
TOTAL LABOR					\$0.00
					\$0.00
					\$0.00

Equip. No.	Equipment Description	Hours	Rate	Extension
423007	330 Excavator	5		\$0.00
523015	644 loader	5		\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL EQUIPMENT				\$0.00
				\$0.00
				\$0.00

Materials	Unit	Quantity	Rate	Extension
20' of 4" inch PVC				\$0.00
				\$0.00
7 yards of Bedding material				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL MATERIALS				\$0.00
				\$0.00
				\$0.00

Subcontractors	Unit	Quantity	Rate	Extension
				\$0.00
				\$0.00
				\$0.00
TOTAL SUBCONTRACTORS				\$0.00
				\$0.00
				\$0.00

This sheet was filled out by (Reynolds employee):

Roberto Gonzalez

By signature, the above work has been confirmed by Client.

Remit To:

BURNCO Colorado, LLC

10100 Dallas Street,

Henderson CO 80640

Phone: 1-866-315-8725

Email: accounts.receivable.co@burnco.com



INVOICE

Invoice Number: **SJ6100396**

Customer ID: 739008

Order: RCL6-N

BILL TO:	SHIP TO:
REYNOLDS CONSTRUCTION LLC 1775 E 69TH AVE Denver , CO 80229	NWCWD TIMNATH 36" WATER LINE ADJ TD DEL- NISSEN 39550 S COLORADO BLVD, FORT COLLINS

INVOICE DATE	TERMS	Customer Job	CUSTOMER P.O. NO.	SITE
12/02/2024	Net 30 Days		42410-0	63008

TICKET	PRODUCT / DESCRIPTION	UNITS	QTY SHIPPED	UNIT PRICE	EXTENDED PRICE
1008078166	SQUEEGEE	Ton	13.46	8.50	114.41
	Freight Charge	Load	1.00	149.00	149.00
1008078167	SQUEEGEE	Ton	13.54	8.50	115.09
	Freight Charge	Load	1.00	149.00	149.00
1008078191	SQUEEGEE	Ton	15.35	8.50	130.48
	Freight Charge	Load	1.00	149.00	149.00
1008078192	SQUEEGEE	Ton	13.38	8.50	113.73
	Freight Charge	Load	1.00	149.00	149.00
Subtotal		Ton	55.73		1,069.71

**Avg price =
\$19.19/Ton**

Sales Subtotal	1,069.71
Sales Tax	13.74

PLEASE NOTE:

E-mail tax exempt documentation to taxexempt.co@burnco.com

Taxes will not be adjusted after invoicing.

Please Remit Payment to Remit To Address as per above.

INVOICE TOTAL 1,083.45

FERGUSON®

WATERWORKS

17655 E 25TH DR
AURORA, CO 80011-4625

Please contact with Questions: 844-481-8644

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
1576309	\$122.71	75719	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON WATERWORKS #1116
PO BOX 802817
CHICAGO, IL 60680-2817

MASTER ACCOUNT NUMBER: 468335

SHIP TO:

2412 1 MB 0.622 E0288X I0486 D13723873450 S2 P10597154 0001:0002



REYNOLDS CONSTRUCTION LLC
42410 TIMNATH 36 WTRLN ADJ
1775 E 69TH AVE
DENVER CO 80229-7326

COUNTER PICK UP
4411 WOODS AVE
LOVELAND, CO 80538-4411

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
1933	1933	CO06LO	42410	DDT	42410 TIMNATH 36" WTRLN ADJ	12/04/24	IO 74619

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
20	20	DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE	5.750	FT	115.00
			INVOICE SUB-TOTAL			115.00
			TAX	Loveland		7.71

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Short pay by tax. Exemption F.led 11/25

Vendor 39 PO 108
Job 42410 Routing JPLonolly
G/L 5000 CC 4010
More info Blue Pipe
EQUIP _____ CCAT _____
Hold: YES NO Tax: YES NO *Short pay*

Due to the upcoming holidays, please ensure all payments are submitted by Friday, December 27th.

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$122.71
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



FERGUSON WW #1933
4411 WOODS AVE.
LOVELAND, CO 80538-4411

Job# 42410
Timnath

INVOICE # 1576309

ACCEPT B/O = Y
SHOWROOM = N
SOURCE = SOE
IB FRT = N 0.00
OB SHP = N 0.00
04 DEC 2024 11:05:24

PH: 970-278-0944 FAX: 970-278-0955
ORDER NO. REQUIRED DATE SHIP WHS. SELL WHS.

STOCK SALES ORDER

WRITER SALESMAN
CRH DDT

1576309 12/04/24 1933 1933

CUSTOMER NO. 75719	CUSTOMER ALPHA REYNOLDS	CONTRACT NO.	BID NO.	ORDER DATE 12/04/24	ORDERED BY JESSE	INSTRUCTIONS
SOLD TO REYNOLDS CONSTRUCTION LLC 1775 E 69TH AVE 42410 TIMNATH 36 WTRLM ADJ DENVER, CO 80229 CUST PH: 303-287-7700		SHIP TO COUNTER PICK UP 4411 WOODS AVE LOVELAND, CO 80538-4411		SHIP VIA CPU COUNTER PICK-UP		
CUSTOMER P.O. NO. 42410	JOB NAME 42410 TIMNATH 36" WTRLM ADJ	ATTN:	SHIP WT.	SHIP DATE 12-4-24	DELIVERED BY	PACKED BY

TAG P.O. NO.

OML CONTACT
Chris Hughes

VENDOR

VENDOR P.O. NO.

ROUTE NO. RUN NO. DEPART TIME

ROUTE DESC.

LINE	ORDER QTY.	SHIP QTY.	ITEM CODE	DESCRIPTION	UNIT PRICE	U/M	TOTAL	P.O. NO.	aisle LOC
1	20	20	DR18RPP	4 C900 DR18 PVC 63 BLUE PIPE		FT		2.5 1b	YPTREYN YPTREYS

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases if Buyer is unable to accept delivery within 60 days.

NO RETURNS ALLOWED WITHOUT PROPER AUTHORIZATION. RETURNED MATERIALS SUBJECT TO HANDLING CHARGES.	SUBTOTAL	INBOUND FREIGHT	OUTBOUND SHIPPING	TAX	LESS DEPOSIT	TOTAL DUE
SEE REVERSE SIDE FOR IMPORTANT TERMS AND CONDITIONS OF SALE AND LIMITATIONS OF WARRANTY.						

CUSTOMER'S SIGNATURE:

DATE: 12/04/24

TERMS: CUSTOMER COPY

FE1A16 DT0222 (02/24)



January 16, 2025

NWCWD - Timnath 36" Waterline Adjustment

North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

CO-04: New fence

Per request of property owner, new fence section was purchased to install in lieu of the stained previously existing.

Labor:

Classification	Hours	Rate	Count	Extension
				\$ -

Labor	\$ -
Mark Up 10%	\$ -
Total Labor	\$ -

Equipment:

Unit	Hours	Rate	Units	Extension
				\$ -

Equipment:	\$ -
Mark Up 10%	\$ -
Total Equip	\$ -

Materials

Item	Quant.	Unit	Rate	Extension
Centennial Fence Supply	1.00	LS	\$ 565.91	\$ 565.91

Materials:	\$ 565.91
Mark Up 10%	\$ 56.59
Total Materials	\$ 622.50

Subcontractors

Item	Quant.	Unit	Rate	Extension
				\$ -

Subs:	\$ -
Mark Up 5%	\$ -
Total Subs	\$ -

Exclusions: n/a

Subtotal Cost \$ 565.91

Mark Up Total \$ 56.59

Total \$ 622.50

Sincerely,
JP Connolly
Project Manager
Reynolds Construction, LLC



ROBERT GONZALEZ
 Reference ID: 435500753684
 Auth ID: 139980
 MID: *****2884
 AID: A0000000041010
 AthNtwkNm: MASTERCARD
 SIGNATURE

**Restocking Fee for ALL
 POSTMIX BOVD 33

СІПЬІІА
 CENTENNIAL FENCE



CENTENNIAL FENCE SUPPLY CO. 821 CR 27
 BRIGHTON, CO 80603 303-990-5151
 www.CentennialFence.com

INVOICE # 0034548

12/20/2024

CASH SALES - REYNOLDS CONSTRUCTION

BRIGHTON, CO

SALES - EDUARDO

WILL CALL

QTY.	SOURCE #	ITEM	AMOUNT
16	VRR155516	1 1/2" X 5 1/2" X 16' WHITE (.075 WALL) RIBBED VINYL RANCH RAIL NOTCHED @ 22.31 /Ea. =	356.96
4	VPRR3L	5" X 5" X 7' WHITE (.142 WALL) VINYL RANCH RAIL 3-RAIL LINE POST @ 19.67 /Ea. =	78.68
6	VC50E	5" X 5" WHITE VINYL EXTERNAL PYRAMID POST CAP @ .84 /Ea. =	5.04
1	MALVFN1	1/2" MALCO VFN1 VINYL FENCE NOTCHER @ 100.00 /Ea. =	100.00
2	POSTMIX60	60 LB SAKRETE CONCRETE @ 4.64 /Ea. =	9.28
SUB TOTAL:			\$ 549.96
2.90% STANDARD TAX:			15.95
TOTAL AMOUNT DUE:			\$ 565.91

Centennial Fence Supply is Colorado's only locally owned and operated fence wholesale company managed by true Colorado Fence Professionals.



January 22, 2025

NWCWD - Timnath 36" Waterline Adjustment

North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

CO-05: Utility Adjustments

Fiber optic lines on the east side of the road needed to be adjusted to not be in conflict with the new RCP crossing. Vac truck was called in to excavate north and south to get enough "play" in the lines for this to be possible.

Labor:

Classification	Hours	Rate	Count	Extension
				\$ -

Labor	\$ -
Mark Up 10%	\$ -
Total Labor	\$ -

Equipment:

Unit	Hours	Rate	Units	Extension
				\$ -

Equipment:	\$ -
Mark Up 10%	\$ -
Total Equip	\$ -

Materials

Item	Quant.	Unit	Rate	Extension
				\$ -

Materials:	\$ -
Mark Up 10%	\$ -
Total Materials	\$ -

Subcontractors

Item	Quant.	Unit	Rate	Extension
Fuzion - vac truck and crew	1.00	LS	\$ 6,905.25	\$ 6,905.25

Subs:	\$ 6,905.25
Mark Up 5%	\$ 345.26
Total Subs	\$ 7,250.51

Exclusions: n/a

Subtotal Cost \$ 6,905.25

Mark Up Total \$ 345.26

Total \$ 7,250.51

Sincerely,
JP Connolly
Project Manager
Reynolds Construction, LLC



Fuzion Field Services, LLC

PO Box 200638
Evans, CO 80620

ar@fuzionfs.com



Billing Questions (970) 673-5376
Payment by Credit Card (970) 673-5385

Service Changes - Dispatch@fuzionfs.com or (970) 539-4201

INVOICE

BILL TO

REYNOLDS CONSTRUCTION, LLC
1775 E 69TH AVE
DENVER, CO 80229

V#3685

INVOICE # 368569

DATE 1/2/2025

TERMS Net 30

DUE DATE 2/1/2025

JOB SITE ADDRESS

TIMNATH PROJECT #42410

RIG

CUSTOMER REP

Robert Gonzalez

PO

SERVICE D...	TICKET #	ACTIVITY	UNIT #	QTY	RATE	AMOUNT
12/16/2024	313921	Hydrovac (5Q349) - Potholing Job: - 2FT x 45FT x 5FT	349	14	250.00	3,500.00
12/16/2024	313921	Freshwater - Greeley Water Doc	349	1	85.00	85.00
12/16/2024	313921	Freshwater - Eaton Water Dock	349	2	85.00	170.00
12/16/2024	313921	Disposal - Western Equipment and Trucking	349	3	150.00	450.00
12/17/2024	314118	Hydrovac (5Q350) - Clean out Trench	350	6	250.00	1,500.00
12/17/2024	314118	Freshwater - Centennial	350	1	85.00	85.00
12/17/2024	314118	Disposal - Western Equipment and Trucking	350	1	150.00	150.00
		Fuel and Environmental Surcharge - This rate is added to all invoiced services and is subject to change without notice.		5,940	0.1625	965.25

Total \$6,905.25

Payments/Credits \$0.00

Balance Due \$6,905.25

Past Due Invoices are subject to a late payment charge.



PO BOX 200638 EVANS CO 80620 PHONE/TEXT: 720-984-4876 E: TRUCKDISPATCHER@FUZIONFS.COM

DATE 12/16/2024

CUSTOMER NAME / ADDRESS

REYNOLDS CONSTRUCTION, LLC
1775 E 69TH AVE
DENVER, CO 80229

DAILY WORK TICKET 313921

DO NOT PAY FROM
THIS TICKET

JOB SITE ADDRESS	TIMNATH PROJECT #42410		
CUSTOMER REP	Robert Gonzalez		
AFE/POWO	START TIME	END TIME	RIG
DRIVER NAME	ROBERTO R / LEO B	5:30 AM	7:30 PM

DESCRIPTION	QUANTITY	RATE
Hydrovac (5Q349)	14	250.00
- Potholing Job:		
- 2FT x 45FT x 5FT		
Freshwater - Greeley Water Doc	1	85.00
Freshwater - Eaton Water Dock	2	85.00
Disposal - Western Equipment and Trucking	3	150.00

Total \$4,205.00

TICKET REF

Account Specialist



Melman Environmental

2055 1st Avenue | Greeley, CO 80631

DATE	12-16-24
LOCATION	Timnath Pad Project Aut
TRUCK # <u>Company Name</u>	SQ349
DRIVER <u>Driver Signature</u>	

DESCRIPTION: 1 Load clean dirt
<p>By disposing, Company and Driver acknowledge the disposal load is "FRESH" no toxic, hazardous or chemical additives.</p> <p>Signature _____</p>



Melman Environmental

2055 1st Avenue | Greeley, CO 80631

DATE	12-16-24
LOCATION	A14
TRUCK # <hr/> Company Name	SQ349
DRIVER <hr/> Driver Signature	[Signature]

DESCRIPTION:

Timber 4
pad clean
C1.14

By disposing, Company and Driver acknowledge the disposal load is "FRESH" no toxic, hazardous or chemical additives.

Signature _____



Melman Environmental

2055 1st Avenue | Greeley, CO 80631

DATE	12-10-14
LOCATION	Timnath
TRUCK # <hr/> Company Name	SQ349
DRIVER <hr/> Driver Signature	Robert

DESCRIPTION:

1 Load cement

By disposing, Company and Driver acknowledge the disposal load is "FRESH" no toxic, hazardous or chemical additives.

Signature _____



PO BOX 200638 EVANS CO 80620 PHONE/TEXT: 720-984-4876 E: TRUCKDISPATCHER@FUZIONFS.COM

DATE 12/17/2024

CUSTOMER NAME / ADDRESS

REYNOLDS CONSTRUCTION, LLC
1775 E 69TH AVE
DENVER, CO 80229

DAILY WORK TICKET 314118

DO NOT PAY FROM
THIS TICKET

JOB SITE ADDRESS		TIMNATH PROJECT #42410		
CUSTOMER REP		Robert Gonzalez		
AFE/PO/WO		START TIME	END TIME	RIG
DRIVER NAME	LUIS M / OSVALDO G	7:00 AM	1:00 PM	

DESCRIPTION	QUANTITY	RATE
Hydrovac (5Q350)	6	250.00
- Clean out Trench		
Freshwater - Centennial	1	85.00
Disposal - Western Equipment and Trucking	1	150.00

Total \$1,735.00

TICKET REF

Account Specialist



Melman Environmental
2055 1st Avenue | Greeley, CO 80631

DATE	12/17/24
LOCATION	TIMNATH PROJECT
TRUCK #	SQ350
Company Name	Fuzion
DRIVER	LUIS MICHEL
Driver Signature	

DESCRIPTION:

M-D

By disposing, Company and Driver acknowledge the disposal load is "FRESH" no toxic, hazardous or chemical additives.

Signature Luis M



February 3, 2025

Mr. Eric Reckentine
District Manager
North Weld County Water District
32825 CR 39
Lucerne, CO 80646

RE: North Weld County Water District – Timnath 36” Water Line Adjustment – Reynolds
Construction, LLC
Application for Payment No. 1

Dear Mr. Reckentine:

Enclosed for your review and processing is Application for Payment No. 1 for the subject project. Reynolds Construction, LLC submitted the payment application to Trihydro Corporation (Trihydro) on January 23, 2025. Trihydro has reviewed and agrees with the payment application and the quantity of items installed. There were no stored materials claimed for this payment application period. Trihydro recommends payment of \$259,755.93 to Reynolds Construction, LLC contingent upon approval of Change Order No. 1 which was submitted for North Weld County Water District Board consideration under separate cover.

Please feel free to contact me with any questions, comments, or concerns.

Sincerely,
Trihydro Corporation

A handwritten signature in blue ink, appearing to read "C. Jade Gernant".

C. Jade Gernant
Project Manager

0075Q-003-0010, Task 0010

Enclosure

pdfc: Mr. JP Connolly, Project Manager – Reynolds Construction
Mr. Earl Smith, P.E., Sr. Civil Engineer – Town of Timnath, CO

APPLICATION AND CERTIFICATE FOR PAYMENT

TO : North Weld County Water District
 32825 CR 39
 Lucerne, CO 80646

PROJECT: NWCWD - Timnath 36" Waterline Adjustmer APPLICATION NO: 01

For period: thru 12/31/2024

Distribution to:
 OWNER
 ENGINEER
 CONTRACTOR


FROM: Reynolds Construction, LLC
 1775 E. 69th Ave.
 Denver, CO. 80229

Application is made for Payment, as shown below, in connection with the Contract.

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Description		
1	See details: sheet #2	\$34,010.30	
	TOTALS	\$34,010.30	
Net change by Change Orders		\$34,010.30	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Reynolds Construction, LLC
 By: JP Connolly  1/23/2025

1. ORIGINAL CONTRACT SUM	\$243,848.00
2. Net change by Change Orders	\$34,010.30
2a. Net change by Unit Inc/Dec	\$0.00
3. CONTRACT SUM TO DATE (Line 1 +- 2)	\$277,858.30
4. TOTAL COMPLETED & STORED TO DATE	\$273,427.30
(Total in Column G of G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$13,671.37
(Column D + E on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	
	\$13,671.37
6. TOTAL EARNED LESS RETAINAGE	\$259,755.93
(Line 4 and 5 less Line 6 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$0.00
8. CURRENT PAYMENT DUE	\$259,755.93
9. BALANCE TO FINISH, PLUS RETAINAGE	\$18,102.37
(Line 3 less Line 7)	

ENGINEER:
 By: C. John  Date: 1/29/2025

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED\$ 259,755.93

(Attach explanation if amount certified differs from the amount applied for.)

OWNER: North Weld County Water District

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without Prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES

PROJECT: NWCWD - Timnath 36" Waterline Adjustment

A ITEM NO.	B DESCRIPTION OF WORK	QUANTITY	UNIT	C SCHEDULED VALUE	E WORK COMPLETED		EARNED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE	H BALANCE TO FINISH (C - G)	I RETAINAGE	
					D QUANTITY FROM PREVIOUS APPLICATION (D+E)	QUANTITY THIS PERIOD						
1	Mobilization, Bonds, & Insurance	1	LS	\$32,000.00		100%	\$32,000.00	\$32,000.00	100.00%	\$0.00	\$1,600.00	
2	SWAMP & Erosion Control	1	LS	\$6,000.00		100%	\$6,000.00	\$6,000.00	100.00%	\$0.00	\$300.00	
3	Potholing	10	EA	\$900.00		10.00	\$9,000.00	\$9,000.00	100.00%	\$0.00	\$450.00	
4	Remove Existing Pavement	374	SY	\$25.00		423.00	\$10,575.00	\$10,575.00	113.10%	-\$1,225.00	\$528.75	
5	Water Main 36" DIP Restrained	100	LF	\$125.00		32.00	\$4,000.00	\$4,000.00	32.00%	\$8,500.00	\$200.00	
6	Water Main 4" C900 DR 18 Rest.	120	LF	\$270.00		105.00	\$28,350.00	\$28,350.00	87.50%	\$4,050.00	\$1,417.50	
7	Gate Valve (4")	2	EA	\$3,400.00		2.00	\$6,800.00	\$6,800.00	100.00%	\$0.00	\$340.00	
8	Tapping Saddle w/ 1" Corp. Stop	1	EA	\$2,000.00		1.00	\$2,000.00	\$2,000.00	100.00%	\$0.00	\$100.00	
9	36" 45 Deg. Bend DIP	4	EA	\$1,100.00		4.00	\$4,400.00	\$4,400.00	100.00%	\$0.00	\$220.00	
10	36" Solid Sleeve DIP	2	EA	\$1,900.00		2.00	\$3,800.00	\$3,800.00	100.00%	\$0.00	\$190.00	
11	4" 45 Deg. Bend DIP	4	EA	\$1,400.00		4.00	\$5,600.00	\$5,600.00	100.00%	\$0.00	\$280.00	
12	4" DIP Romac Marco Coupling	6	EA	\$1,000.00		6.00	\$6,000.00	\$6,000.00	100.00%	\$0.00	\$300.00	
13	Dewatering	1	LS	\$20,000.00		100%	\$20,000.00	\$20,000.00	100.00%	\$0.00	\$1,000.00	
14	Disinfection	1	LS	\$1,500.00		100%	\$1,500.00	\$1,500.00	100.00%	\$0.00	\$75.00	
15	Hydrostatic Testing	1	LS	\$7,500.00		100%	\$7,500.00	\$7,500.00	100.00%	\$0.00	\$375.00	
16	24" RCP Culvert	56	LF	\$200.00		48.00	\$9,600.00	\$9,600.00	85.71%	\$1,600.00	\$480.00	
17	24" RCP FES	2	EA	\$3,500.00		2.00	\$7,000.00	\$7,000.00	100.00%	\$0.00	\$350.00	
18	Riprap (Ty D50 - 9", 18" thick)	4	CY	\$700.00		4.00	\$2,800.00	\$2,800.00	100.00%	\$0.00	\$140.00	
19	Asphalt Patch (6" deep)	374	SY	\$72.00		436.00	\$31,392.00	\$31,392.00	116.58%	-\$4,464.00	\$1,569.60	
20	Crushed Base (12" deep)	137	CY	\$110.00		190.00	\$20,900.00	\$20,900.00	138.69%	-\$5,830.00	\$1,045.00	
21	Site Restoration	1	LS	\$9,000.00		80%	\$7,200.00	\$7,200.00	80.00%	\$1,800.00	\$360.00	
22	Temporary Traffic Control	1	LS	\$13,000.00		100%	\$13,000.00	\$13,000.00	100.00%	\$0.00	\$650.00	
SUB-TOTAL					\$243,848.00			\$239,417.00	\$239,417.00	98.18%	\$4,431.00	\$11,970.85
CHANGE/ADDs												
1.01	Flooded pit re-work	1.00	LS	\$11,355.59		1	\$11,355.59	\$11,355.59	100.00%	\$0.00	\$567.78	
1.02	Added thrust blocks	1.00	LS	\$5,362.20		1	\$5,362.20	\$5,362.20	100.00%	\$0.00	\$268.11	
1.03	Added 4" PVC	1.00	LS	\$9,419.50		1	\$9,419.50	\$9,419.50	100.00%	\$0.00	\$470.98	
1.04	New fence section	1.00	LS	\$622.50		1	\$622.50	\$622.50	100.00%	\$0.00	\$31.13	
1.05	Utility lowerings	1.00	LS	\$7,250.51		1	\$7,250.51	\$7,250.51	100.00%	\$0.00	\$362.53	
SUB-TOTAL CHANGES					\$34,010.30			\$34,010.30	\$34,010.30	100.00%	\$0.00	\$1,700.52
TOTALS					\$277,858.30			\$273,427.30	\$273,427.30	98.41%	\$4,431.00	\$13,671.37

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: **North Weld County Water District**

Engineer: **Trihydro Corporation**

Engineer's Project No.: **0075Q-003-0010-0010**

Contractor: **Reynolds Construction, LLC**

Contractor's Project No.: **42410**

Project: **Timnath 36" Water Line Adjustment**

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: **December 20, 2024**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

Substantial Completion List of Items to be Completed or Corrected

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature):



Name (printed):

C. Jade Gernant

Title:

Project Manager

Contractor

By (signature):

Name (printed):

Title:

Owner

By (signature):

Name (printed):

Title:



SUBSTANTIAL COMPLETION LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Project: Timnath 36" Water Line Adjustment
Client: North Weld County Water District
Date: December 26, 2024 (Date of Substantial Completion Walk-through)

LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

- 1) Clean up the unpaved approach located on the west side of the road, directly across from 39500 CR 13. Break down the dirt clods created during construction for a smoother drive access. (Note the existing grass areas on driveway should remain, just break down the clods to match as close to pre-existing conditions.)
- 2) Break down dirt clods on both sides of the right-of-way and smooth the newly constructed finished grade.
- 3) Mike Lawless (property owner) requested that the stagnant water ponding areas around the riprap be filled in to remove the potential of mosquito breeding areas. Add fill material on both sides of the road to fill in the areas where ponding is occurring.
- 4) Complete the seeding of disturbed areas with a seed mix approved by the Town of Timnath.

CHANGE ORDER NO. 4

PROJECT TITLE:	NEWT Pipeline - Phase 3
CONTRACTOR:	Garney Companies, Inc.
PROJECT NUMBER:	N/A
PURCHASE ORDER NO.:	N/A
DESCRIPTION:	(See below)

1. Reason for change:

This change order adds contract time to allow for final chlorination, bacterial testing and SCADA integration for the NEWT3 project.

2. Description of Change:

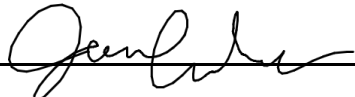
This change order adds time only to the Garney NEWT3 contract to allow for final chlorination, bacterial testing and SCADA integration of the North Weld metering vault. See Exhibit A.

3. Change in Contract Cost: \$0.00

4. Change in Contract Time: See Exhibit A

ORIGINAL CONTRACT COST	\$ 887,407.18
TOTAL APPROVED CHANGE ORDERS	\$ 25,443,634.09
TOTAL PENDING CHANGE ORDERS	\$ -
TOTAL THIS CHANGE ORDER	\$0.00
TOTAL % OF ORIGINAL CONTRACT, THIS C.O.	0%
TOTAL % OF ORIGINAL CONTRACT, ALL C.O.'S	2867%
ADJUSTED CONTRACT COST	<u>\$26,331,041.27</u>

(Assuming all change orders approved)

ACCEPTED BY:  DATE: 02/05/2025
 Garney Companies, Inc.

RECOMMENDED BY: _____ DATE: 02/05/2025
 Ditesco

APPROVED BY: _____ DATE: _____
 East Larimer County Water District

APPROVED BY: _____ DATE: _____
 North Weld County Water District

cc: Owner Project File
 Ditesco Contractor



**EXHIBIT A
 CHANGE ORDER SUPPORTING MEMO**

DATE: February 5, 2025

TO: Gary Haas
 Garney Companies, Inc.
 345 Inverness Drive South, Bldg. B, Suite 205
 Englewood, CO 80112

CC: Randy Siddens, P.E. Eric Reckentine
 District Engineer General Manager
 East Larimer County Water District North Weld County Water District

FROM: Keith Meyer – Ditesco

RE: NEWT Pipeline Project, Phase 3
 Garney Companies - Change Order Number 04

The NEWT Pipeline - Phase 3 contract documents, dated January 17, 2023, created the base contract and agreement between North Weld County Water District, East Larimer County Water District (“Districts”) and Garney Companies, Inc which included Work Package 01 plans and specifications. Since this time, the Districts have executed Change Order 01 for steel coil procurement, Change Order 02 adding Work Package 02 and Change Order 03 to redefine the contract times. This Change Order 4 simply extends contract time to address final chlorination, bacterial testing and SCADA integration of the North Weld metering vault. The change order terms are summarized below.

Description of Change

Partial Substantial Completion 2. Partial Substantial Completion 2 shall be redefined to include final chlorination, bacterial testing and SCADA integration of the North Weld metering vault at WCR13. This work was extended due to extreme cold weather.

Final Completion. Remains unchanged as defined in Change Order 2.

Change in Contract Amount

This change order does not change the contract amount.

Approved Contract Summary		
Change Order No.	Description	Amount
-	Work Package 01 (Original Contract Amount)	\$887,407.18
CO-1	Steel Coil Procurement	\$4,943,135.00
CO-2	Work Package 02 (remaining scope of work)	\$20,500,499.09
CO-3	Time change only	\$0
CO-4	Time change only	\$0
Current contract amount:		\$26,331,041.27

Change in Contract Time: Article 4, Part 4.02, A is hereby modified to:

- A. The Work will be substantially completed within 759 calendar days (Partial Substantial Completion 2) after the date of contract execution (January 17, 2023), and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 804 calendar days. The time extensions contained within this change order shall be all inclusive of any and all delays incurred on the project.

Contract Time Summary			
Contract Milestone	Original Contract Date	CO3 Contract Date	Revised Contract Dates this Change Order 04
Substantial Completion 1	August 25, 2023	November 12, 2024	Unchanged
Substantial Completion 2	none	January 15, 2025	February 14, 2025
Final Completion	September 24, 2023	November 15, 2024	March 31, 2025



NORTH WELD COUNTY WATER DISTRICT

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January 29, 2025

Mark, Mindy, Miles & Aime Kiefer, Developer
35065 CR 19
Windsor, CO 80550

Subject: Water Service Request, Kiefer Property, Accessory Dwelling Unit – Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Mark, Mindy, Miles & Aime Kiefer shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, a **Deed Restriction (if purchasing 50% Residence Tap)**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



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10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



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Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to 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 Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph 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 Developer will pay all reasonable expenses of such counsel.

Mark Kiefer

Date

Mindy Kiefer

Date

Miles Kiefer

Date

Aime Kiefer

Date



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT A

Lot B, Recorded Exemption No. 0807-4-4 RECX20-0143 recorded on January 11, 2023 at Reception No. 4876493, County of Weld, State of Colorado.

(Street Address: 35065 CR 19, Windsor, CO)

Weld County Parcel Number: 080704400021

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



NORTH WELD COUNTY WATER DISTRICT

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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)					
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use					
50% Residence Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

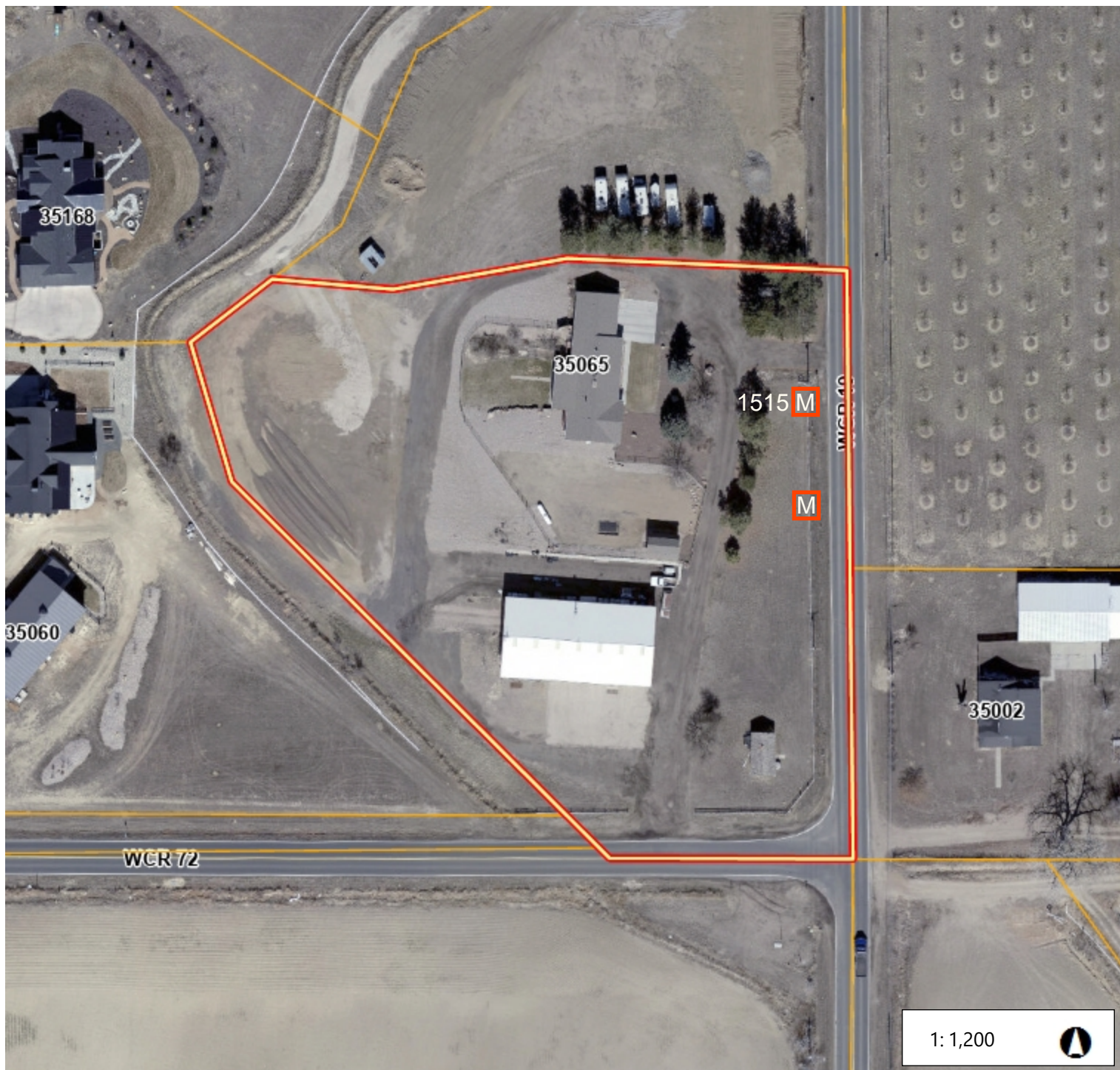
TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$7,400
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (6 miles)	\$3,000		
TOTAL Up-Front COSTS PER TAP		\$105,800 Full Standard Tap \$69,050 50% Residence Tap*	
<p>*Per District Resolution No. 20210510-01, this parcel qualifies for a 50% Residence Tap because there is already a Full Tap serving the parcel (Premise # 1515). Per the Resolution, a Deed Restriction will be required prior to the purchase of a 50% Residence Tap.</p> <p style="text-align: center;">See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		95 psi to 105 psi	
Maximum Pressure		120 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$29.94 Minimum
6,000 gallons and up	\$4.99 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
--	---------------------------------



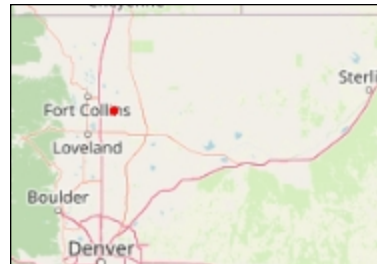
Legend

- Parcels
- Highway
- County Boundary

Lot B RECX20-0143, also known as 35065 CR 19, is served by existing meter number 1515.

North Weld County Water District water service is available, according to the terms of this letter, to:

Lot B RECX20-0143, also known as 35065 CR 19.



200.0 0 100.00 200.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Weld County Colorado

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



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January 29, 2025

Marvin & Twyla Coblentz, Developer
39450 CR 33
Ault, CO 80610

Subject: Water Service Request, Coblentz Property, Single Family Residential Tap Request

This Letter of Intent (the "Letter") is in response to your inquiry regarding water service from North Weld County Water District (the "District") to the property legally described in **Exhibit A**, attached hereto and incorporated by this reference (the "Property"). Marvin & Twyla Coblentz shall be referred to herein as the "Developer".

In order to support you with obtaining water service, you should understand the following:

1. The District is able to provide water service to the Property, contingent upon all requirements of the District being satisfied. If all District requirements, including all contracts, have not been satisfied and completed with the District within 1 year of the date of this Letter, this Letter is no longer of any force and effect. After 1 year, it should be understood that the District reserves the right to refuse water service, if raw water is unavailable, and/or pipeline or water treatment capacity is not capable of providing water service to the above-described property.
2. Before a water tap may be purchased, the Developer must provide a copy of a **Warranty Deed**, a **Physical Address**, and provide a copy of **this Letter**, which **Letter** must be acknowledged by the Developer and also recorded on the Property in the real property records of the Weld or Larimer County Clerk and Recorder, as appropriate.
3. The Developer must sign and execute any and all necessary Easement and Rights-of-Way Agreements regarding specific locations, widths, size of pipeline(s) and descriptions for the Line Extension as determined by the District. Providing water service to the Property is contingent upon execution and recording of the Easement and Right-of-Way Agreements. Until such Easement and Right-of-Way Agreements are finalized and recorded to the satisfaction of the District, the District will not initiate the design or construction of the Meter Set or Line Extension needed to provide water service to the Property.
4. Based on the irrigation use of the Property along with other pertinent information provided on the Water Tap Request Form, **the District recommends the Developer's irrigated landscaping square footage not exceed 6,000 square feet**. This recommendation is based on the Full Standard Tap allocation and should be used to optimize delivery without surcharge (i.e., to minimize the risk or likelihood of surcharge). Should the Developer desire to irrigate a larger landscaped area, the District recommends the Developer purchase an additional allocation.
5. Developer is subject to the District's Amended and Restated Water Dedication Policy, which may be amended from time to time (the Policy"). A copy of the current Policy is attached hereto as **Exhibit B**.
6. In no event shall Developer apply for a land division of the Property with a County prior to dedicating water as required by the Policy and as set forth above. In the event Developer fails to dedicate water in relation to the Property prior to a County approving a land division, the sole recourse of any future owners of the divided Property shall be against the Developer.
7. Any future owners of the Property or divided Property shall be third-party beneficiaries to this Letter and shall have the right to enforce the terms of this Letter against the Developer. Nothing contained in this Letter shall give or allow any claim or right of action against the District by a subsequent owner of the Property or divided portion of the Property. The Developer shall be solely responsible for any claims relating to its failure to dedicate water rights as required by the Policy.
8. The District's water tap options are shown in Table No. 1 included in **Exhibit C** of this Letter.
9. The District's current tap fees are shown in Table No. 2 included in **Exhibit C** of this Letter. **The District's tap fees shall be valid for 10 business days from the date the Developer receives this Letter. The tap fees must be paid within 10 business days of Letter receipt. After 10 business days of Letter receipt, tap fees will be subject to the 'then in effect rates' (current cost) established by the District.** The District is not responsible for notifying individuals, banks, lenders, prospective buyers, real estate agents or anyone else, in any manner, of a change of rates and/or fees.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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10. **The Meter Set Fee is valid only for the location shown on the map attached hereto as Exhibit D.** After the water tap has been purchased (Raw Water AFU & Plant Investment Fee), the Developer has 1 year in which to have the meter set. The District requires a minimum 60 day advance notice to set the meter. If the meter has not been set within 12 months from the purchase date and the Developer requests in writing to relinquish the meter, the District shall refund the Developer 98% of the tap fee. If longer than a year, the District will refund the Developer 90% of the tap fee paid. **If the Developer does not choose to relinquish the meter within 12 months of the Developer purchasing the meter and the meter remains unset, the account will begin to be billed the minimum monthly amount.**
11. The District's current usage rates and fees are shown in Table No. 3 included in **Exhibit C** of this Letter.
12. **Water Surcharge.** Water surcharge fees will be assessed when an account's year to date usage exceeds the annual water allotment at a rate set forth in the District's Fee Schedule, as may be amended from time to time. Surcharge fees are assessed as a penalty and deterrent for over usage by customers.
13. **Rate Differential Charge.** Effective November 1, 2015, the District no longer accepts water transfers.
14. The District's current Plant Investment Surcharge is shown in Table No. 4 included in **Exhibit C** of this Letter. Plant Investment Surcharge will be assessed when an account's year to date usage exceeds the Plant Investment Allotment. The transfer of additional water will **not** remove this charge. Additional Plant Investment Units must be purchased to increase the allotment and reduce the Plant Investment Surcharges. These rates are in addition to the standard monthly usage fee.
15. The District has reviewed the Developer's Water Tap Request Application. Based on the information provided in the application, the District's review included, but was not limited to, engineering review, field inspections, fire flow analysis, hydraulic modeling, identification of offsite infrastructure improvement needs, preliminary pipe sizing, and/or developing a preliminary line extension layout and fee estimate. **If offsite infrastructure or a line extension is deemed necessary to serve the Developer's property, the Developer is required to submit to the District for further Plan Review or Design Approval prior to installation or service being provided by the District. Please reference the Process for Obtaining Water Service workflow diagram for details on the Plan Review or Design scope of services.** It is important to note that all crossing agreements, easements or other outside third-party contracts require full execution prior to any construction or water service being provided. It is imperative that the Developer allow ample time for the Plan Review or Design Approval process prior to requiring water service.
16. Developer is subject to the Backflow Prevention and Cross Connection Control Regulation, which may be amended from time to time. A copy of the Backflow Prevention and Cross Connection Control Regulation can be obtained from the District Manager.

The District hopes this Letter provides the necessary information to facilitate progress in meeting the requirements needed to secure water for the above described property. Should you have any questions or concerns, please contact the District.

Sincerely,

Title: _____, Board of Directors

Date

North Weld County Water District

(Acknowledgement and Agreement by Developer follows.)



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Acknowledgement and Agreement by Developer

The Developer hereby acknowledges and agrees to the terms of this Letter of Intent, including its obligation to dedicate water in relation to the Property. The Developer acknowledges and agrees that it shall be solely responsible for any claims that may be brought in the future by subsequent owners of the Property or portion of the Property in regards to Developer's failure to make an appropriate water dedication prior to selling all or a portion of the Property.

The Developer, its successors and assigns, hereby agrees to 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 Developer or any of its subcontractors, officers, agents or employees, in connection with this Letter of Intent and/or the Developer's obligation to appropriately dedicate water prior to selling all or a portion of the Property. In the event the Developer fails to assume the defense of any Claims required in this paragraph 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 Developer will pay all reasonable expenses of such counsel.

Marvin Coblentz

Date

Twyla Coblentz

Date



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EXHIBIT A

Lot A Recorded Exemption No. 0707-14-3 RE3320, County of Weld, State of Colorado.

(Street Address: 39450 CR 33, Ault, CO)

Weld County Parcel Number: 070714300055

EXHIBIT B

NORTH WELD COUNTY WATER DISTRICT

AMENDED AND RESTATED WATER DEDICATION POLICY

I. Water Dedication Requirements

A. Projects in which the District has an executed Water Services Agreement with Owner/Developer as of September 13, 2020.

i. Development Requiring Less than 5-Acre Feet of Water. Any owner or developer of real property who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring less than five (5) acre feet of water for a development project, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) pay to the District a cash payment in lieu of dedication of raw water in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time or (ii) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project.

ii. Development Requiring 5-Acre Feet or More. Any owner or developer of real property, whether acting alone or through one (1) or more Affiliates, who has an executed Water Service Agreement with the District as of September 13, 2020, and who is requesting water taps requiring five (5) acre feet or more of water for a development property, whether on one (1) or more separate lots, tracts or parcels, shall, at its election, either (i) transfer acceptable raw water rights to the District in satisfaction of the raw water requirements for such development project or (ii) transfer acceptable water rights to the District in satisfaction of seventy percent (70%) of the raw water requirements for such development project and pay to the District a cash payment in lieu of dedication of raw water in satisfaction of the remaining thirty percent (30%) of the raw water requirements in accordance with the then applicable cash-in-lieu payment schedule adopted by the District from time to time. For purposes of this Resolution, the term “Affiliate” shall mean any individual or entity that directly or indirectly through one (1) or more intermediaries controls or is controlled by or is under common control with another specified individual or entity.

iii. Cash-in-Lieu Payment Rate. The cash-in-lieu payment rate to be charged by the District in lieu of dedication of raw water shall be Fifty-Eight Thousand

Dollars (\$58,000.00) per Colorado-Big Thompson (C-BT) unit until further modified by the Board of Directors.

B. Projects in which a Water Service Agreement between the Owner/Developer and District was not executed as of September 13, 2020.

i. Raw Water Dedication. The owner or developer shall transfer acceptable raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water requirements for such development project. The District will not accept cash payments in lieu of such raw water dedication. Notwithstanding the foregoing, owners or developers purchasing a single tap from the District may make a cash-in-lieu payment to the District in lieu of making a raw water dedication, which cash-in-lieu payment shall be in accordance with the then applicable cash-in-lieu payment schedule adopted by the District, as may be amended from time to time. The foregoing exception to dedication of one-hundred percent (100%) of the raw water requirements for single tap purchases is not available for recorded exemptions approved by a County. In the event a recorded exemption is approved by a County, owners and/or developers of such divided and exempted properties are not eligible to purchase single taps from the District, and, therefore, are required to transfer the required raw water rights to the District in satisfaction of one-hundred percent (100%) of the raw water rights requirements as set forth in this paragraph.

ii. Phased Approach. Dedication of raw water rights may be in a phased approach to be agreed upon in writing by the District and the owner or developer, and which shall be memorialized in a Water Services Agreement between the District and the owner or developer. No water taps for any phase of development shall be issued until the agreed upon raw water dedication has been made for the applicable phase of development.

C. Developers/Owners subject to Paragraph I.A Requirements May Opt-in to Paragraph I.B Requirements. Developers and owners subject to the raw water and cash-in-lieu dedication requirements set forth in paragraph I.A, above, may opt to be subject to the requirements set forth in paragraph I.B by submitting a written request to the District and entering into an amended Water Services Agreement with the District setting forth the new dedication requirements. Any District costs associated with the amendment to the existing Water Services Agreement shall be paid in full by the developer or owner.

II. General Requirements for all Water Rights Dedications

A. Water Rights Acceptable to District. Only those water rights determined to be acceptable by the District shall be eligible for use in satisfying the District's raw water requirements. Conversion factors for such raw water rights and the determination of the amount of water available for allocation from such raw water rights shall be within the sole discretion of the Board of Directors.

B. Transfer of Water Rights. Water rights dedicated to the District and assigned for use to a subdivision or other real property shall not thereafter be re-assigned to another subdivision or other real property without the prior written authorization of the District, which authorization shall be within the sole and absolute discretion of the Board of Directors. All water rights dedicated to the District shall be owned by the District and the person or entity dedicating such water rights to the District shall have no further ownership interest in the raw water rights.

C. Costs and Expenses of Water Dedication. All costs and expenses to dedicate water rights to the District to satisfy the raw water requirements of the District shall be paid by the person or entity required to dedicate the water rights to the District. All costs and expenses necessary to change such water rights so that they can be diverted and used by the District for potable and non-potable water use shall be paid by the person or entity required to dedicate the water rights to the District, or his, her or its successor in interest, by payment of all required Water Court transfer fees.

D. Overlapping Municipalities with Higher Water Dedication Requirements. Notwithstanding anything in this Amended and Restated Water Dedication Policy to the contrary, if a municipality overlapping with the District or the District's Service Area, as may be defined in any agreement between the District and the overlapping municipality, requires a higher amount of water dedication under its water dedication policies and/or under a water service agreement between the municipality and the District, then the owner/developer shall be required to dedicate such higher amount to the District.

III. Under Dedicated Commercial Customer Dedication Requirements

Non-residential or wholesale water meter users ("Commercial Customers") determined by the District to have not previously dedicated water resources sufficient to meet their current usage ("Under Dedicated Commercial Users") shall be allowed to dedicate additional water resources to the District in an amount equal to the difference between the amount of water resources already dedicated to the District and fifty percent (50%) of the Commercial Customer's "Calculated Maximum Annual Volume" (defined below).

Calculated Maximum Annual Volume is calculated as the most recent five (5) year average of the Commercial Customer's maximum annual usage, minus ten percent (10%).

In general, a Commercial Meter is classified as a water tap with an allocation of more than four (4) acre-feet of water.



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EXHIBIT C

Table No. 1 – Tap Options and Requirements

	Raw Water	Plant Investment	Distance Fee	Meter Set Fee	Water Allocation (Annually)	Plant Investment Allocation (Annually)
Full Standard Tap	100%	100%	100%	100%	228,000 Gallons	228,000 Gallons
Restrictions	Lot Size greater than 0.33 Acres (14,375 sq. ft)					
75% Tap	75%	100%	100%	100%	171,000 Gallons	171,000 Gallons
Restrictions	Lot sizes greater than 0.20 acres (8,712 sq. ft) but less than 0.33 Acres (14,375 sq. ft) OR landowners with adequate, verifiable irrigation rights or well permits for outside water use					
50% Residence Tap	50%	100%	100%	100%	114,000 Gallons	114,000 Gallons
Restrictions	Lot size less than 0.20 acres (8,712 sq. ft) OR with a Board Approved Irrigation System OR a Board Approved Commercial Enterprise					
<p>A tap may be allotted more than 1 unit of Water and/or Plant Investment. In this case the allotment is the unit/class X 228,000 gallons = Annual Allocation. (i.e. Water Allocation 5 x 228,000 = 1,140,000 gallons Annual Allocation)</p> <p>Surcharge will be assessed when an account's year to date usage exceeds the Water and/or Plant Investment Allotment. See Paragraph 14 and Table 4 for Rates.</p>						

Table No. 2 – District Tap Fees

TAP FEES (Assumed for Full Standard Tap)		INSTALLATION COST	
Raw Water for One Acre-Foot Unit (AFU) Effective 01/01/2023. Fee may change at Board Meeting each month. See nwcwd.org for current information.	\$73,500	Meter Set Fee Per Tap	\$11,100
Base Portion of Plant Investment Fee	\$21,900		
Distance Portion of Plant Investment Fee (9 miles)	\$4,500		
TOTAL Up-Front COSTS PER TAP		\$111,000 Full Standard Tap	
<p>See Table No. 1 for Options and/or Restrictions. Cost will exclude Line Reimbursement Fee & Supplemental Fee if applicable unless otherwise stated. See Paragraph 15 for Details</p>			
Price is valid for ten (10) business days from receiving this Letter.			
Minimum Pressure		35 psi	
Normal Pressure Range		55 psi to 65 psi	
Maximum Pressure		105 psi	

Table No. 3 – Usage Rates and Fees

Usage Amount	Charge or Rate Per Month
0 to 6,000 gallons	\$29.94 Minimum
6,000 gallons and up	\$4.99 per 1,000 gallons (Kgal)

Table No. 4 – Plant Investment Surcharge Rates

All usage exceeding the Plant Investment Allotment	\$4.50 per 1,000 gallons (Kgal)
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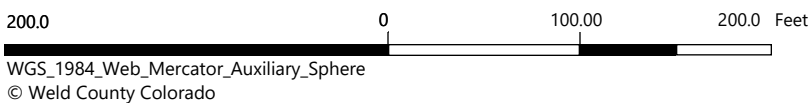
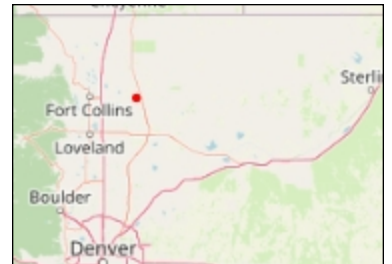


Legend

- Parcels
- Highway
- County Boundary

North Weld County Water District water service is available, according to the terms of this letter, to:

Lot A RE-3320, also known as 39450 CR 33.



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



NoCo Foundation

Invoice Date: 08/08/2024

Invoice Number: 2394

Due Date: 08/08/2024

Bill To:

North Weld County Water District

PO Box 56

Lucerne, CO 80646-0056

Invoice Details

Total Price

NoCo Water Alliance 2024 Dues	2,500.00
Total Amount Due	2,500.00

Please Remit Payment To:

Community Foundation of Northern Colorado

4745 Wheaton Dr.

Fort Collins, CO 80525

Thank you for your support of the NoCo Foundation. Should you have any questions, please contact accounting@nocofoundation.org.

Northern Colorado Water Alliance (NOCO WA) Draft Principles

Drafted October 2024

Document Purpose:

- Update and reformat the principle language drafted in August 2024.
- Incorporate Alliance feedback provided during the September 2024 meeting.

Access other NOCO Water Alliance meeting notes and documents [here](#).

Draft Letter/Resolution Language:

WHEREAS, **Collaboration and partnerships** among water providers and other entities in Northern Colorado enable agreements to develop, maintain, and improve water storage, delivery, and treatment infrastructure that benefits water users in the region;

WHEREAS, Each water provider has the **right to acquire** sufficient water resources to meet its water users' current and future demand;

WHEREAS, Each individual water user has the **right to sell** their water rights without diminishing the value of those rights;

WHEREAS, We value the **current system of water rights** based on the doctrine of prior appropriation and other federal, state, and local laws and regulations that honor rights and obligations under existing agreements and water rights;

WHEREAS, Members of the Northern Colorado Water Alliance represent a variety of special districts, municipal and county governments, and utilities facing different **jurisdictional opportunities and challenges** regarding the protection of water;

WHEREAS, Northern Colorado's **high quality of life** is tied to the health and well-being of communities and depends directly on the availability of water resources;

WHEREAS, Water is a building block of the **regional economy** and is critical to the further economic development of the region; and

WHEREAS, Availability of water for **agricultural, environmental, and recreational** uses is tied to the **economic and cultural value and character** of the region; therefore, be it

RESOLVED, That members of the Northern Colorado Water Alliance will support reasonable efforts to protect the quantity of water in the region by retaining water for local providers and users and discouraging the further transfer of water to those outside of Larimer and Weld Counties and their immediate vicinity.