

## PERMANENT WATER EASEMENT AGREEMENT

(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this 4th day of April, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 3282 County Road 39, Lucerne, Colorado 80646 (the "District").

1. **Grantor's Property.** Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").
2. **Grant of Easement.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual non-exclusive easement (the "Easement") in, on, under, over, across and upon the real property legally described on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
3. **Purpose and Uses of Easement.** The Easement herein granted may be used by the District for the purposes of:
  - (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) buried water pipeline, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the "Improvements") including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
  - (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor's use of the Easement Area under the terms of this Agreement; and
  - (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District's activities and facilities related to the Improvements on the Easement Area.
4. **Additional Rights of the District.** Grantor further grants to the District, its successors and permitted assigns:
  - (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any existing roads and lanes now located thereon;
  - (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and

- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes, but in no event less than 48 inches in depth;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the Improvements and appurtenances thereto;
- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the

entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;
- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
  - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
  - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
  - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
  - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the

pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any

successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.

- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:  
Five M Farm CO, a Colorado Corporation

M. J. Wata  
PRESIDENT

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF MARICOPA        )

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of APRIL, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631

WITNESS my hand and official seal.

My commission expires: 5/14/2023



J. Stoddard  
Notary Public

THE DISTRICT:

NORTH WELD COUNTY WATER  
DISTRICT, a quasi-municipal corporation and political  
subdivision of the  
State of Colorado

By \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF WELD         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description of Grantor's Property

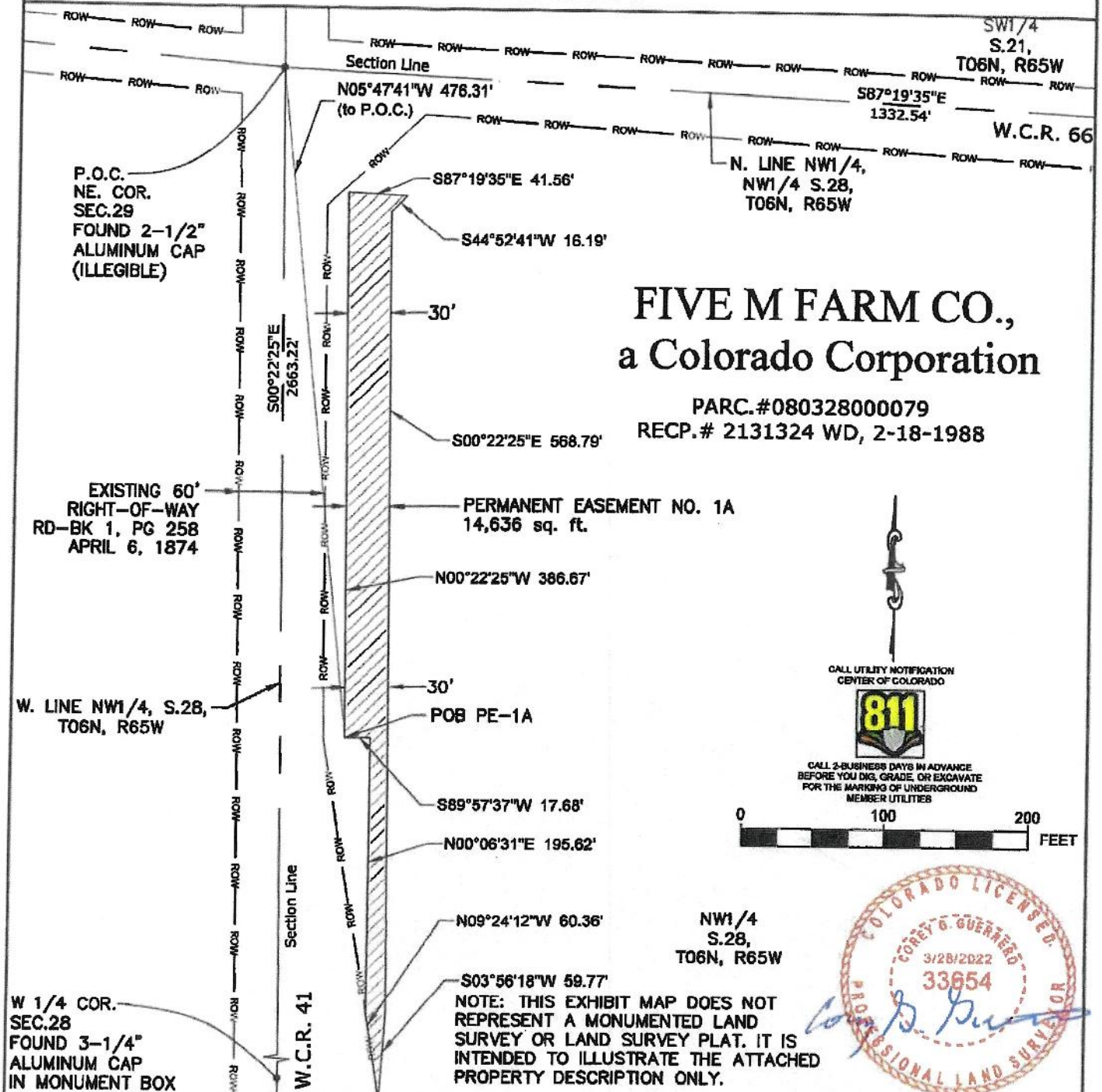
Northwest Quarter (NW1/4) and West Half (W1/2) Northeast Quarter (NE1/4) of Section  
Twenty-eight (28), Township Six (6) North, Range Sixty-five (65) West of the 6<sup>th</sup> P.M.



EXHIBIT B

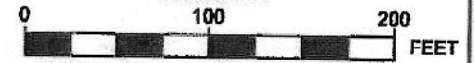
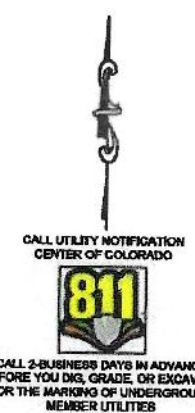
Legal Description of Easement Area PE-1A

# EXHIBIT



**FIVE M FARM CO.,  
a Colorado Corporation**

PARC.#080328000079  
RECP.# 2131324 WD, 2-18-1988



NOTE: THIS EXHIBIT MAP DOES NOT REPRESENT A MONUMENTED LAND SURVEY OR LAND SURVEY PLAT. IT IS INTENDED TO ILLUSTRATE THE ATTACHED PROPERTY DESCRIPTION ONLY.

<p><b>NON-EXCLUSIVE PERMANENT EASEMENT NO. 1A</b></p>		<p><b>NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO</b></p>			
<p><b>FIVE M FARM CO., a Colorado corporation (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)</b></p>		<p>Location: WCR 66 &amp; WCR 41</p>	<p>Scale: 1"=100'</p>		
<p>Project No.: CR-TR-3085-21</p>		<p>Date: 3/28/2022</p>	<p>Drawn by: CGG</p>	<p>Sheet 1 of 3</p>	

# EXHIBIT

## PROPERTY DESCRIPTION

A non-exclusive permanent easement No. 1A to NORTH WELD COUNTY WATER DISTRICT, containing 14,636 sq. ft. (0.336 acres), more or less, being a portion of land described in a deed, recorded on February 18<sup>th</sup>, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said permanent easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence S 00° 22' 25" E, along the West line of said Northwest quarter, a distance of 474.19 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 45.00 to a point on the North line of that Easement for North Weld County Water District as described at reception number 4810978, recorded March 17, 2022, in the office of the Weld County Recorder, and also being the **POINT OF BEGINNING**;

Thence N 00° 22' 25" W, departing said North line, a distance of 386.67 feet to the South line of that Easement for North Weld County Water District as described at reception number 4774637, recorded November 9, 2021 in the office of the Weld County Recorder;

Thence S 87° 19' 35" E, along said South line, a distance of 41.58 feet;

Thence S 44° 52' 41" W, departing said South line, a distance of 16.19 feet;

Thence S 00° 22' 25" E, a distance of 568.79 feet;

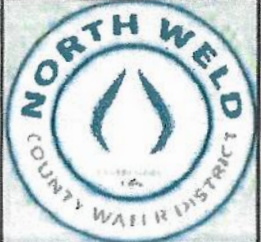
Thence S 03° 56' 18" W, a distance of 59.77 feet to said Easterly right of Way line as described at reception number 4773481, recorded November 5, 2021, in the office of the Weld County Recorder;

Thence N 09° 24' 12" W, along said Easterly right of way line, a distance of 60.36 feet to the Southeast corner of said permanent easement;

Thence N 00° 06' 31" E, along the East line of said permanent easement, a distance of 195.62 feet to the Northeast of of said permanent easement;

Thence S 89° 57' 37" W, along said North Line, a distance of 17.68 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 05° 47' 41" W, a distance of 476.31 feet.

The above described permanent easement contains 14,636 sq. ft. (0.336 acres), more or less.

<p style="text-align: center;"><b>NON-EXCLUSIVE PERMANENT EASEMENT NO. 1A</b></p>		<p style="text-align: center;"><b>NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO</b></p>			
<p style="text-align: center;">FIVE M FARM CO., a Colorado corporation (Lessor) and NORTH WELD COUNTY WATER DISTRICT (Lessee)</p>		<p>Location: WCR 66 &amp; WCR 41</p>	<p style="text-align: right;">Scale: 1"=100'</p>		
		<p>Project No.: CR-TR-3086-21</p>	<p>Date: 3/28/2022</p>	<p>Drawn by: CGG</p>	<p style="text-align: right;">Sheet 2 of 3</p>

# EXHIBIT

## PROPERTY DESCRIPTION

**BASIS OF BEARINGS:** All bearings are based on the West line of the Northwest Quarter of Section 28, bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

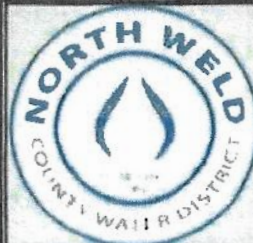
The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
For and on behalf of  
Horrocks Engineers  
5670 Greenwood Plaza, Suite 125W  
Greenwood Village, CO 80111



NON-EXCLUSIVE  
PERMANENT EASEMENT NO. 1A

FIVE M FARM CO., a Colorado  
corporation (Lessor)  
and  
NORTH WELD COUNTY  
WATER DISTRICT (Lessee)



NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CR-TR-3085-21

Date: 3/28/2022

Drawn by: CGG

Sheet 3 of 3

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made this 12th day of April, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 Weld CR 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Temporary Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a temporary construction easement (the "Temporary Easement") in, on, under, over, across and upon the real property legally described and depicted on Exhibit B attached hereto and incorporated herein by reference (the "Temporary Easement Area").

3. Purpose and Uses of Temporary Easement. The Temporary Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation of water control facilities; (the "Improvements"), including supporting pipelines located within the Temporary Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Cutting and clearing trees, brush, debris and other obstructions on the Temporary Easement Area that might interfere with the District's activities on the Temporary Easement Area;
- (c) Allowing the District's contractors, agents and employees to enter upon the Temporary Easement Area with machinery, trucks, materials, tools and other equipment which may be used or required in the construction of a water pipeline; and
- (e) Marking the location of the Temporary Easement Area by suitable markers set in the ground.

4. Term. The Temporary Easement shall begin on the Effective Date and shall terminate thirty (30) days following completion of construction of the Improvements and related facilities within the Temporary Easement Area or one (1) year following the Effective Date, whichever shall first occur.

5. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Temporary Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon; and
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Temporary Easement Area.
- (c) The right to grade the Temporary Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

6. The District's Obligations. In connection with the District's use of the Temporary

Easement Area, the District shall:

- (a) Insofar as practicable, restore the surface of the ground to its condition prior to the District's activities related to the Improvements on the Temporary Easement Area;
- (b) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Temporary Easement Area; and
- (c) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Temporary Easement Area.

7. Livestock Crossing During the District's Operations on Temporary Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction activities related to the Improvements within the Temporary Easement Area, the District shall leave or arrange for reasonable crossing over the Temporary Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

8. Maintenance of Temporary Easement Area.

- (a) Grantor will maintain the surface of the Temporary Easement Area (except for any of the District's Improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements; however, Grantor is not responsible for any conditions directly caused by the District's use and occupancy of the Temporary Easement Area.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, within the Temporary Easement Area.
- (c) Upon completion of construction activities, the District will make such repairs or take such other action as may be reasonably necessary to restore the Temporary Easement Area to a condition comparable to its prior condition as of the Effective Date of this Agreement, including, but not limited to, re-seeding and re-planting of any disturbed areas in a manner reasonably satisfactory to Grantor, correction of any subsidence and

restoration of any other improvements or conditions impacted by the District's activities related to the Improvements.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Temporary Easement Area; that it has good and lawful right and authority to grant, sell and convey the Temporary Easement Area or any part thereof; and that it will warrant and defend title to the Temporary Easement and Temporary Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal



representatives, administrators, successors and permitted assigns of the Grantor and the District.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR: Five M Farm CO, A Colorado corporation

Signature [Handwritten Signature]

Title PRESIDENT

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of APRIL, 2022, by and between FIVE M FARM CO, a Colorado Corporation whose address is 20295 CR 66, Greeley, CO 80631.

WITNESS my hand and official seal.

My commission expires: 05/14/2023



[Handwritten Signature]  
Notary Public

DISTRICT:

NORTH WELD COUNTY WATER  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By \_\_\_\_\_

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ of NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A

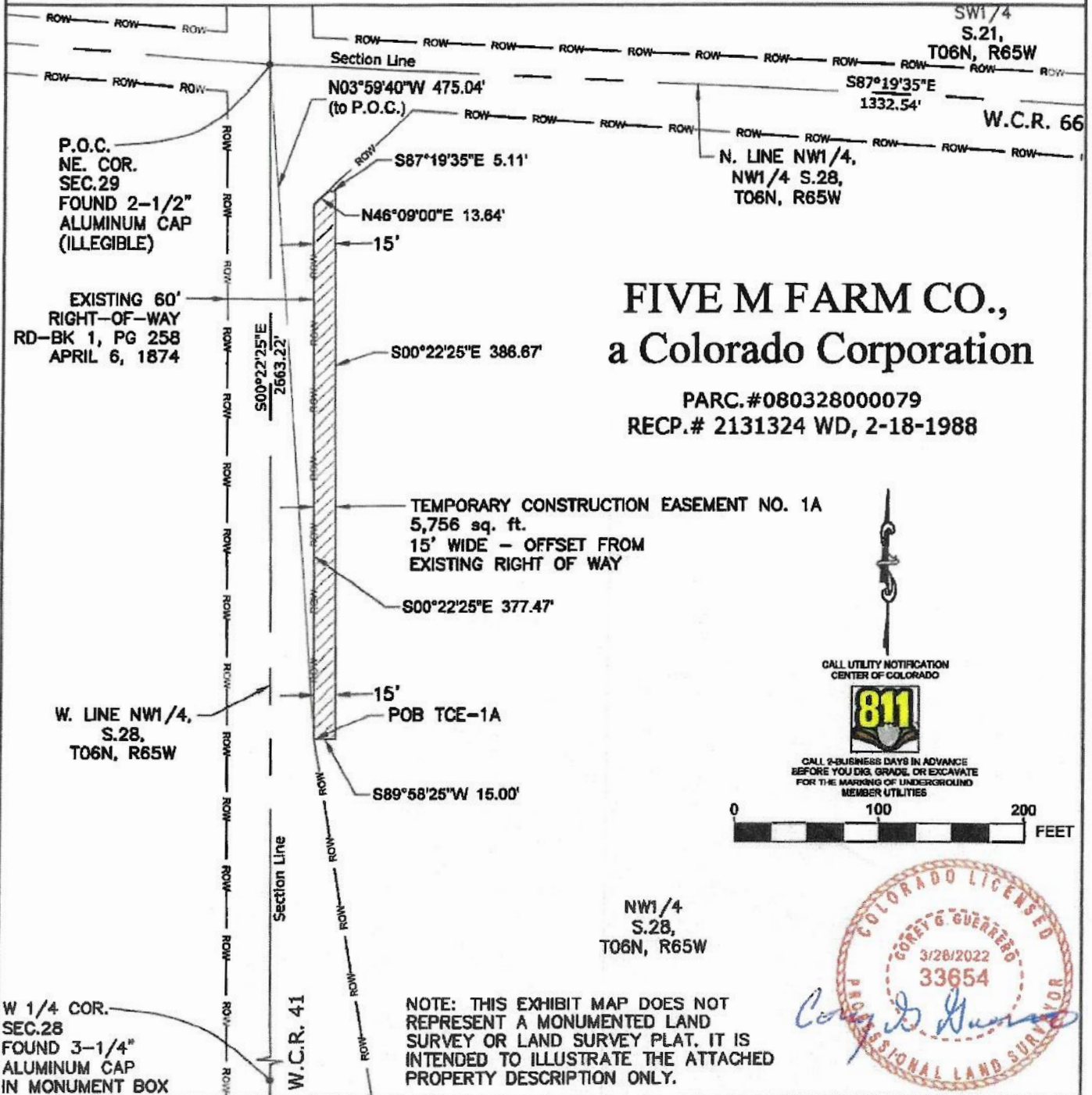
Legal Description of Grantor's Property

Northwest Quarter (NW1/4) and West Half (W1/2) Northeast Quarter (NE1/4) of Section  
Twenty-eight (28), Township Six (6) North, Range Sixty-five (65) West of the 6th P.M.

EXHIBIT B

Legal Description of Temporary Easement Area TCE-1A

# EXHIBIT



## FIVE M FARM CO., a Colorado Corporation

PARC.#080328000079  
RECP.# 2131324 WD, 2-18-1988

TEMPORARY CONSTRUCTION  
EASEMENT NO. 1A

FIVE M FARM CO., a Colorado  
corporation  
and  
NORTH WELD COUNTY  
WATER DISTRICT



NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41		Scale: 1"=100'	
Project No.: CR-TR-3085-21	Date: 3/28/2022	Drawn by: CGG	Sheet 1 of 3



# EXHIBIT

## PROPERTY DESCRIPTION

A temporary construction easement No. 1A to NORTH WELD COUNTY WATER DISTRICT, containing 5,756 sq. ft. (0.132 acres), more or less, being a portion of land described in a deed, recorded on February 18<sup>th</sup>, 1988 at Reception Number 2131324 in the office of the Weld County Recorder, located the Northwest quarter of Section 28, Township 6 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, in Weld County, Colorado, said temporary construction easement being more particularly described as follows:

**COMMENCING** at the corner common to Sections 20, 21, 28 and 29, Township 06 North, Range 65 West, of the 6<sup>th</sup> Principal Meridian, thence S 00° 22' 25" E, along the West line of said Northwest quarter, a distance of 474.09 feet, thence N 89° 37' 35" E, perpendicular to said West line, a distance of 30.00 to a point on to East right of way line for Weld County Road 41 as described in Right of Way Road Book 1, Page 258, recorded April 6, 1874 being 60 feet in width, 30 feet on both sides of said West line common to said Sections 28 and 29, in the office of the Weld County Recorder, and also being the **POINT OF BEGINNING**;

Thence N 00° 22' 25" W, along said East right of way line, a distance of 377.47 feet to the South right of way line for WCR 66 as described at reception number 4773479, recorded November 5, 2021 in the office of the Weld County Recorder;


Thence N 46° 09' 00" E, along said South Right of way line, a distance of 13.64 feet to the South line of that Easement for North Weld County Water District as described at reception number 4774637, recorded November 9, 2021 in the office of the Weld County Recorder;

Thence S 87° 19' 35" E, along said South Easement line, a distance of 5.11 feet;

Thence S 00° 22' 25" E, a distance of 388.67 feet to the North line of that Easement for North Weld County Water District as described at reception number 4810978, recorded March 17, 2022 in the office of the Weld County Recorder;

Thence S 89° 57' 35" W, a distance of 15.00 feet to the **POINT OF BEGINNING**; whence the point of commencement bears N 03° 59' 40" W, a distance of 475.04 feet.

The above described temporary construction easement contains 5,756 sq. ft. (0.132 acres), more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 1A		NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN WELD COUNTY, COLORADO			
FIVE M FARM CO., a Colorado corporation and NORTH WELD COUNTY WATER DISTRICT		Location: WCR 66 & WCR 41	Scale: 1"=100'		
		Project No.: CR-TR-3085-21	Date: 3/28/2022	Drawn by: CGG	Sheet 2 of 3

# EXHIBIT

## PROPERTY DESCRIPTION

**BASIS OF BEARINGS:** All bearings are based on the West line of the Northwest Quarter of Section 28, bearing of N10°45'13"W from CHARN point "CDOT MILE POST 270.44" (a survey disc on aluminum rod) Section 32, Township 6 North, Range 65 West, Sixth P.M., and CHARN point "HORA" (a survey disc set in concrete) Section 31, Township 7 North, Range 65 West, Sixth P.M., as obtained from Global Positioning System(GPS) survey based on the Colorado High Accuracy Network (CHARN)

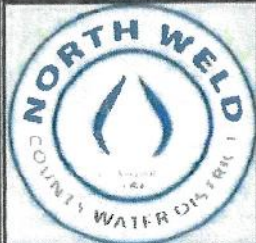
The Basis of Bearings was provided by Weld County for use on this project. DEA field verified the provided control and aliquot monumentation, and set local control based on said provided data. The Basis of bearings shown here came directly from provided Weld County data.

Corey G. Guerrero P.L.S. 33654  
For and on behalf of  
Horrocks Engineers  
5670 Greenwood Plaza, Suite 125W  
Greenwood Village, CO 80111



TEMPORARY CONSTRUCTION  
EASEMENT NO. 1A

FIVE M FARM CO., a Colorado  
corporation  
and  
NORTH WELD COUNTY  
WATER DISTRICT



NW 1/4 OF SECTION 28, TOWNSHIP 6 NORTH,  
RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN  
WELD COUNTY, COLORADO

Location: WCR 66 & WCR 41

Scale: 1"=100'

Project No.: CR-TR-3085-21

Date: 3/28/2022

Drawn by: CGG

Sheet 3 of 3



**PERMANENT WATER EASEMENT AGREEMENT**  
(North Weld County Water District)

THIS PERMANENT WATER EASEMENT AGREEMENT ("Agreement") is made this 23<sup>rd</sup> day of May, 2022, by and between ABCD Landco, a Limited Liability Corporation, whose address is 9571 County Road 20, Fort Lupton, CO 80621 ("Grantor"), and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 32825 County Road 39, Lucerne, Colorado 80646 (the "District").

1. Grantor's Property. Grantor is the owner of that certain parcel of real property located in Weld County, Colorado, which is legally described on Exhibit A attached hereto and made a part hereof (the "Property").

2. Grant of Easement. For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold and conveyed, and by this Agreement does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns, a perpetual easement (the "Easement") in, on, under, over, across and upon the real property legally described on Exhibit B-1 and depicted upon Exhibit B-2 attached hereto and incorporated herein by reference (the "Easement Area").

3. Purpose and Uses of Easement. The Easement herein granted may be used by the District for the purposes of:

- (a) Surveying, locating, installing, constructing, reconstructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities (the "Improvements") including; supporting pipelines located within the Easement Area across ravines and water courses with such structures as the District shall reasonably determine to be necessary or advisable;
- (b) Marking the location of the Easement Area and Improvements therein by suitable markers set and maintained in the ground at locations which shall not unreasonably interfere with Grantor's use of the Easement Area under the terms of this Agreement; and
- (c) Cutting and clearing trees, brush, debris and other obstructions on the Easement Area that might interfere with the operation and maintenance of the District's activities and facilities related to the Improvements on the Easement Area.

4. Additional Rights of the District. Grantor further grants to the District, its successors and permitted assigns:

- (a) The right of ingress to and egress from the Easement Area over, across and upon the Property by means of any roads and lanes now or hereafter located thereon;
- (b) The right to install, maintain and use gates or other livestock barriers in all fences which now cross or shall hereafter cross the Easement Area; and
- (c) The right to grade the Easement Area as determined by the District to be reasonably necessary or advisable for the proper use thereof for the purposes set forth in Section 3 above.
- (d) The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of the Improvements. It is specifically agreed to between and among the parties that, except as provided in this Easement, the Grantor, its successors and assigns, shall not take any action which would impair the lateral or subjacent support for the Improvements. The Grantor, its successors and assigns, shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the operation and maintenance of any improvements on the property adjoining the Property. It is specifically agreed by and between the Grantor and the District that, except as provided in this Agreement, the District shall not take any action which would impair the lateral or subjacent support for such improvements. This paragraph is not intended to prohibit the development of the private property located adjacent to the Property.
- (e) The District shall have the right to use so much of the adjoining premises of the Grantor, its successors or assigns, during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required; provided, however that such activities shall not interfere unreasonably with Grantor's, its successors' or assigns' use and enjoyment of such adjoining premises. The District and its permitted assignees and licensees shall repair any damage caused to any adjoining premises and the improvements thereon, and shall be liable for any injury to any person or damage to property, to the extent arising out of the District's, its permitted assignee's or licensee's use of the Easement.

5. The District's Obligations. In connection with the District's use of the Easement Area, the District shall:

- (a) Insofar as practicable, bury Improvements to a sufficient depth at the time of construction so as not to interfere unreasonably with the cultivation of the Easement Area for agricultural purposes;
- (b) Insofar as practicable, restore the surface of the ground to its condition prior to installation, construction, maintenance, alteration, or replacement of the

Improvements and appurtenances thereto;

- (c) Insofar as practicable, restore existing fences, drain tile, irrigation systems, landscaping, private roads and other improvements, to the conditions existing prior to the District's activities related to the Improvements within the Easement Area;
- (d) Pay Grantor the fair market value for any growing crops, livestock and other items which are damaged by the District's activities related to the Improvements within the Easement Area; and
- (e) Restore or replace improvements made by Grantor on the Easement Area that were made with the written consent of the District, as provided in Section 7 below in the event those improvements are disturbed by the District, on the condition that Grantor pays the costs for such restoration or replacement.

6. Livestock Crossing During the District's Operations on Easement Area. In the event Grantor's Property is being used for grazing purposes, the District agrees that, during the period of construction of the Improvements within the Easement Area or any subsequent alteration, removal or replacement of said Improvements, the District shall leave or arrange for reasonable crossing over the Easement Area for cattle and livestock of Grantor and its tenants and lessees. Further, whenever it becomes necessary for the District, its agents or contractors to cut a fence on Grantor's Property during its operations, the District shall, at its option, either keep the gate closed or guarded in such a manner so as to prevent the entrance and exit of cattle or livestock through such opening, or construct in any one (1) or more places, substantial gates with dual locks and to furnish Grantor with one (1) set of keys thereto. Before any of Grantor's fences are cut by the District, the fence shall be braced in order to prevent slackening of wires along the fence in each direction from the District's temporary opening.

7. Grantor's Rights in Easement Area. Grantor reserves the right to use and occupy the Easement Area for any purposes consistent with the rights and privileges granted herein which will not interfere with or endanger any of the District's facilities on or under the Easement Area or the District's use thereof, provided that Grantor, its successors and assigns shall not:

- (a) Construct or allow the construction of any buildings or other structures on or under the Easement Area;
- (b) Impound water or other substances on or over the Easement Area;
- (c) Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement Area;
- (d) Alter or replace any fence on the Easement Area without the prior written consent of Grantee;
- (e) Plant or allow any trees, shrubs or other landscaping to exceed three (3) feet

at mature growth to grow on the Easement Area, or alter ground level, without the prior written consent of Grantee;

- (f) Add or remove soil or alter the grade of the land within the Easement Area;
- (g) Use the Easement Area for any purpose except agriculture without the prior written consent of Grantee; provided, however, the written consent of Grantee shall not be unreasonably withheld, delayed, or conditioned for the following uses:
  - (1) Open space areas with or without landscaping but excluding fences (other than along property lines), retaining walls, and trees;
  - (2) Paved, gravel-surfaced, or unsurfaced local roadways (not arterial roadways);
  - (3) Paved, gravel-surfaced, or unsurfaced parking areas except use involving long-term storage;
  - (4) Paved, gravel-surfaced, or unsurfaced recreation areas (excluding buildings) such as trails, bike paths, basketball courts, tennis courts, volleyball courts;
  - (5) Temporary covers or enclosures not requiring the construction of a foundation and not to be used for long-term storage; and
  - (6) Utility service crossings at near right angles of the Improvements with a minimum two (2) feet of clearance from actual pot-holed elevations of the pipe. Other industry standards for crossings may apply and would be addressed during the plan review for each crossing.

8. Maintenance of Easement Area.

- (a) Grantor will maintain the surface of the Easement Area (except for any of the District's improvements permitted thereon) in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.
- (b) Grantor will not deposit, or permit or allow to be deposited, earth, rubbish, debris, or any other substance or material, whether combustible or noncombustible, on the Easement Area, other than vegetation not prohibited under Section 7 above.

9. Representations of Grantor. Grantor represents and warrants that it is the lawful owner in fee simple of the Easement Area; that it has good and lawful right and authority to grant, sell and convey the Easement Area or any part thereof; and that it will warrant and defend title to the

Easement and Easement Area.

10. Additional Terms and Conditions.

- (a) Construction. Whenever used herein, the singular includes the plural, the plural the singular; and the use of any gender is applicable to all genders.
- (b) Validity. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the parties shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.
- (c) Binding Effect. All of the covenants herein contained are binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.
- (d) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.
- (e) Recordation. This Agreement shall be recorded in the real property records of Weld County.
- (f) Runs with the Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Property and are to run with the land.
- (g) Benefits and Burdens. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, administrators, successors and permitted assigns of the Grantor and the District.
- (h) Abandonment. The District agrees that at such time and in the event that the Improvements or Easement described herein are abandoned by the District and any successor or permitted assignee, the Easement will terminate automatically and the real property interest represented by the Easement will revert to the Grantor, its heirs, successors and/or assigns.
- (i) Assignability. It is expressly acknowledged and agreed that the District shall have the right and authority to assign the Easement to any appropriate local governmental entity or to any public utility provider, including but not limited to all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the District herein, subject to such assignee

assuming the obligations set forth herein, the District shall have the right and authority to grant temporary construction easements to any appropriate local governmental entity or public utility provider for purposes of construction, reconstruction, operation, use, maintenance, repair, replacement and/or removal of the Improvements, subject to all the terms and conditions of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

GRANTOR:

*[Handwritten Signature]*  
\_\_\_\_\_

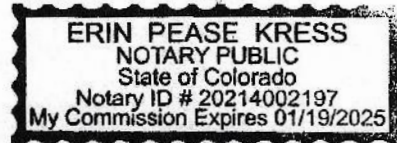
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this 31st day of March, 2022, by Casey DeHaan, as member for ABCD Landco, LLC.

WITNESS my hand and official seal.

My commission expires: 1/19/2025

*[Handwritten Signature]*  
Notary Public



THE DISTRICT:

NORTH WELD COUNTY WATER  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the  
State of Colorado

By \_\_\_\_\_

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF WELD        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2022, by \_\_\_\_\_ of NORTH WELD COUNTY WATER  
DISTRICT, a quasi-municipal and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public





EXHIBIT A

Legal Description of Grantor's Property

Part of the North Half of Section 12, Township 7 North, Range 67 West of the 6<sup>th</sup> Principal Meridian, Lot B of Recorded Exemption RE-4332, Weld County, Colorado.

EXHIBIT B-1

Legal Description of Easement Area

# EXHIBIT B-1

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 67 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 TO BEAR SOUTH 00°29'37" EAST, BEING MONUMENTED ON THE NORTH END BY A 1" STEELE ROD WITH 1 1/2" BLM BRAS CAP, AND ON THE SOUTH END BY A 3/4" REBAR WITH 2 1/2" ALUMINUM CAP, ILLEGIBLE, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12; THENCE SOUTH 00°29'37" EAST, COINCIDENT WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 233.30 FEET; THENCE SOUTH 89°50'57" WEST, A DISTANCE OF 30.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 25 AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°50'57" WEST, A DISTANCE OF 945.47 FEET TO THE EAST LINE OF LOT A, RECORDED EXEMPTION NO. RE-4332 AS SHOWN ON THE PLAT RECORDED APRIL 5, 2006 AS RECEPTION NO. 3376758 IN THE RECORDS OF THE CLERK AND RECORDER FOR WELD COUNTY, COLORADO; THENCE SOUTH 00°56'58" EAST, COINCIDENT WITH SAID EAST LINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 89°50'57" EAST, A DISTANCE OF 845.23 FEET TO THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 25; THENCE NORTH 00°29'37" WEST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 28,360 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

PREPARED BY: CURTIS D. HOOS, PLS 37971  
FOR AND ON BEHALF OF:  
AMERICAN WEST LAND SURVEYING CO.  
BRIGHTON, CO 80601



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PARCEL NO. 070512100016  
ABCD LANDCO LLC

DRAWN BY: CDH  
FIELD: CDH  
MARCH 15, 2022  
PAGE 1 OF 2

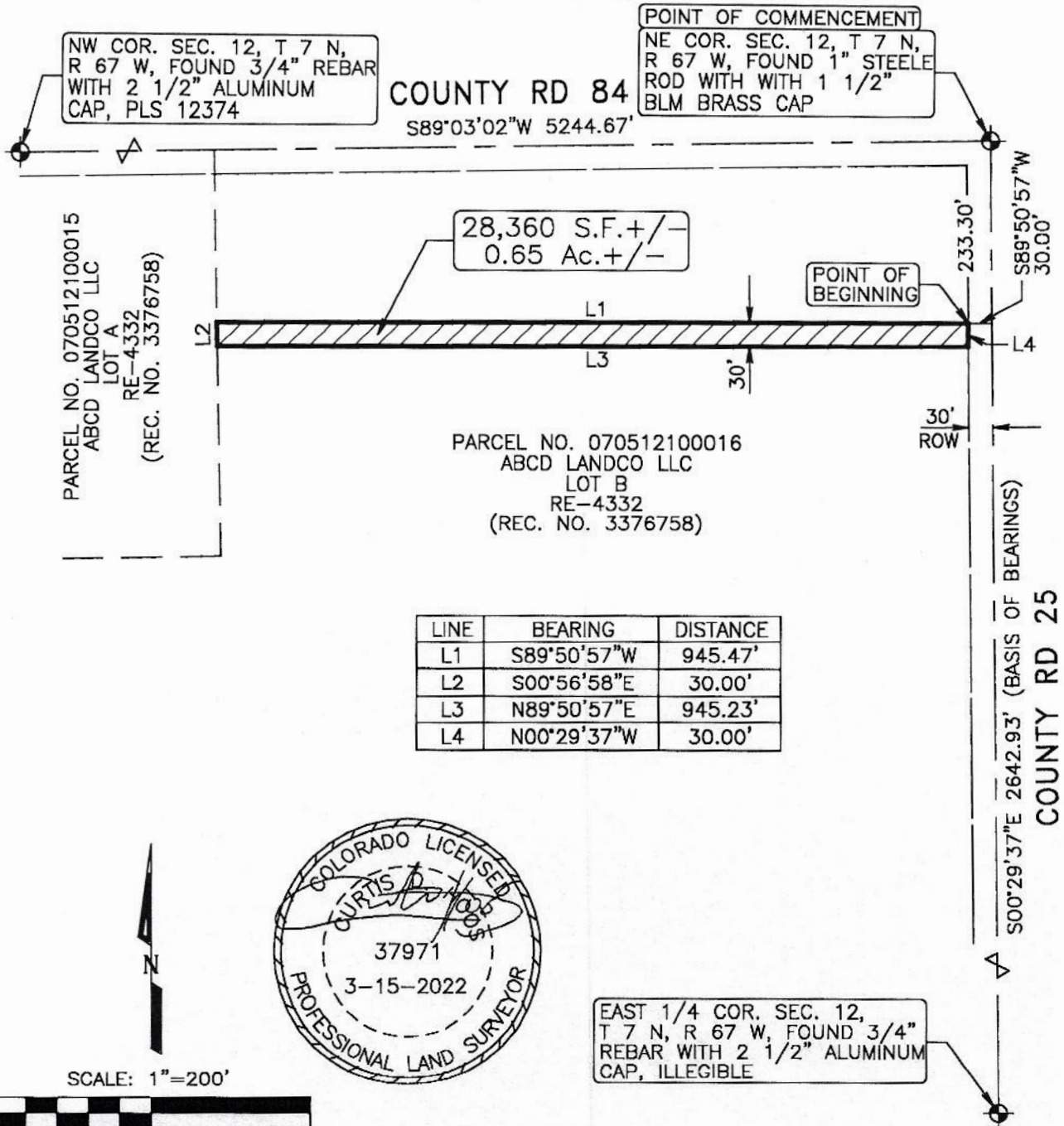


*American West*  
**Land Surveying Co.**  
A Colorado Corporation

EXHIBIT B-2

Depiction of Easement Area

# EXHIBIT B-2



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PARCEL NO. 070512100016  
ABCD LANDCO LLC

DRAWN BY: CDH  
FIELD: CDH  
MARCH 15, 2022  
PAGE 2 OF 2



SECTION 01 26 04

CHANGE ORDER NO. 04

Owner: North Weld County Water District Owner's Project No.:

Engineer: Providence Infrastructure Consultants Engineer's Project No.: 171016.05-100-060

Contractor: Garney Construction Contractor's Project No.: 7336

Project: Line 1 Replacement Project - 2020

Contract Name: N/A

Date Issued: \_\_/\_\_/2022 Effective Date of Change Order: \_\_/\_\_/2022

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

Description:

- 1) Additional tie-in work near Pump Station No. 1 required several, unanticipated out-of-scope items, as follows:
  - a) Pump Station Tree Removal: To facilitate construction and to minimize O&M issues with the trees in the yard at Pump Station No. 1, NWCWD requested that the Contractor remove the existing trees.
  - b) Additional 20-foot Gauged Pipe: An additional stick of gauged pipe was ordered to facilitate insertion into the many fittings around the Pump Station.
  - c) Additional (2) 24-inch 45° Bends (Labor and Equipment Only): The suction-side piping configuration was discovered to be different from record data for Pump Station No. 1. To accommodate this, extra elbow fittings were installed. NWCWD supplied the fittings (bends).
  - d) Additional Labor & Equipment for unforeseen installation conditions: Utility congestion around Pump Station No. 1 was difficult prior to this Project. In the intervening time since the Project began, several more utilities have been installed down CDOT's right-of-way, causing installation issues to the point that it looked like the tie-in would need to be completely redesigned. Through careful and diligent excavation and pipe/fitting placement, the Contractor was eventually able to make the tie-in successfully.
  - e) Additional #67 Stone for Pump Station: NWCWD-requested adder for the parking lot area near Pump Station No. 1.
    - ADD: \$84,337.91 to the Contract Price prior to this Change Order.
- 2) Upon start-up toward the end of 2021, two issues came up that required attention, as follows:
  - a) Pump Station No. 1 – Suction Side Tee Thrust Block: Water bypassing an existing valve on the original pump station bypass allowed water to enter the dead end near the new tie-in and pressurize the bulkhead that the contractor had installed. The bulkhead held; however, the lack of restrained joints in the original piping caused a joint separation. The contractor worked with NWCWD and the Engineer to isolate this section of line and to install a thrust block to restrain unbalanced thrust forces on the suction side of the pump station.
  - b) 24" PCCP – Joint Repair: Part of this Contract allows NWCWD to call on the construction contractor to assist with repairs elsewhere on Line 1, if necessary. Line 1 was hit by a geotechnical drilling contractor west of I-25, and the Contractor mobilized to the damage Site to assist with the repair.
    - ADD: \$34,561.76 to the Contract Price prior to this Change Order.

Attachments:

1. Contractor's Change Order Request, dated 01/04/2022 (15 pp).
2. Contractor's Change Order Request, dated 02/25/2022 (16 pp).

<b>Change in Contract Price</b>	<b>Change in Contract Times</b>
Original Contract Price: \$ <u>2,197,000.00</u>	Original Contract Times: Substantial Completion: <u>3/31/21</u> Ready for final payment: <u>4/15/21</u>
<b>Increase</b> from previously approved Change Orders: \$ <u>90,359.97</u>	<b>Increase</b> from previously approved Change Orders: Substantial Completion: <u>275 Days</u> Ready for final payment: <u>365 Days</u>
Contract Price prior to this Change Order: \$ <u>2,287,359.97</u>	Contract Times prior to this Change Order: Substantial Completion: <u>12/31/21</u> Ready for final payment: <u>4/15/22</u>
<b>Increase</b> this Change Order: \$ <u>118,899.67</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>90 Days</u> Ready for final payment: <u>76 Days</u>
Contract Price incorporating this Change Order: \$ <u>2,406,259.64</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>03/31/22</u> Ready for final payment: <u>06/30/22</u>

**Recommended by Engineer**

By: Darin J. Pytlik, P.E.

Signature: 

Title: Project Manager

Date: 03/02/2022

**Authorized by Owner**

By: Eric Reckentine

Signature:

Title: District Manager

Date:






**PROJECT:** Line 1 Replacement Project **PROJECT NUMBER** 7336  
**OWNER:** North Weld Water District  
**CONTRACTOR:** Garney Companies Inc.

**SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS**

		Requested Additional Calendar Days	
Item #	Engineering	Description	Extended Cost
1		Pump Station Tree Removal	\$ 3,329.97
2		Additional 20' Gauged Pipe	\$ 9,501.62
3		Additional (2) 24" - 45 Deg Bends (Labor & Equipment Only)	\$ 6,909.81
4		Additional Labor & Equipment for unforeseen installation conditions	\$ 62,634.25
5		Additional #67 Stone For Pump Station	\$ 1,962.26
		<b>Total</b>	<b>\$ 84,337.91</b>

Contractor: Garney Construction By:   
 Date: 01/04/2022 Gary Haas

By: \_\_\_\_\_ Date \_\_\_\_\_ By: \_\_\_\_\_ Date \_\_\_\_\_

**Approved for Payment by**  
**[OWNER]**

**Approved for Payment by**  
**[ENGINEER]**

 <p><b>Garney</b> CONSTRUCTION ADVANCING WATER</p>	<p><b>Line 1 Replacement Project 2020</b> Change Order Request Pump Station Tree Removal</p>	<p>Date: 1/4/2022 Change Order Request #: 4 Revision #:</p>
---	--	---

SERVICES						
Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Foothills Tree Experts, Inc.	Invoice 11/01/2021	Remove 3 Pines In Pump Station Yard	1	LS	\$ 3,140.00	\$ 3,140.00
<b>TOTALS</b>						<b>\$ 3,140.00</b>

SUMMARY	TOTALS
Direct Cost of Labor	\$ -
Direct Cost of Equipment	\$ -
Direct Cost of Material	\$ -
Direct Cost of Subcontractors	\$ 3,140.00
Subcontractor Markup 5%	\$ 157.00
Contractors Fee on Labor, Equipment & Materials 15%	\$ -
Subtotal	\$ 3,297.00
Direct Cost of Bond Premium	\$ 32.97
<b>TOTAL TIME &amp; MATERIALS COST:</b>	<b>\$ 3,329.97</b>

**FOOTHILLS TREE EXPERTS INC.**

3600 Canadian Parkway  
Fort Collins, CO 80524  
(970) 482-9488

GARNEY CONSTRUCTION  
1700 SWIFT ST.  
KANSAS CITY, MO. 64116

NOV 01 2021

DATE 10/27/21

SERVICE	AMOUNT
-REMOVED 3 PINES (3 <sup>RD</sup> @ request of crews on scene) @ SUNCHASE + E. MULBERRY LEAVE 2FT HIGH STUMPS	816-741-4000
<b>TOTAL</b>	\$3140. <sup>00</sup>

**TERMS:**

Balances carried more than 30 days from billing date will be charged a service charge of 2 per month (24 annually)

# Proposal

Page No. \_\_\_\_\_ of \_\_\_\_\_ Pages



## FOOTHILLS TREE EXPERTS

Licensed Arborists  
3600 Canadian Parkway  
FORT COLLINS, COLORADO 80524  
(970) 482-9488  
foothillstreeco@gmail.com

PROPOSAL SUBMITTED TO <b>GARNEY CONSTRUCTION</b>	PHONE <b>1-720-437-0878</b>	DATE <b>10/26/21</b>
STREET <b>1700 SWIFT ST.</b>	JOB NAME <b>JARED WEBER</b>	
CITY, STATE AND ZIP CODE <b>KANSAS CITY MO 64116</b>	JOB LOCATION <b>JWEBER@GARNEY.COM</b>	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

REMOVE 2 PINE TREES @ SUNCHASE + MULBERRY  
LEAVE STUMPS 2FT HIGH  
\$ 3140.00

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature \_\_\_\_\_


Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_


Signature \_\_\_\_\_

	<p><b>Line 1 Replacement Project 2020</b>                  Change Order Request                  Additional 20' of Gauged Pipe</p>	Date: 1/4/2022 Change Order Request #: 4 Revision #:
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MATERIALS						
Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
American Cast Iron Pipe Company	DSF0625001	20' - 48" Gauged Pipe	1	LS	\$ 8,180.47	\$ 8,180.47
						<b>TOTALS</b> \$ 8,180.47

SUMMARY	TOTALS
Direct Cost of Labor	\$ -
Direct Cost of Equipment	\$ -
Direct Cost of Material	\$ 8,180.47
Direct Cost of Subcontractors	\$ -
Subcontractor Markup 5%	\$ -
Contractors Fee on Labor, Equipment & Materials 15%	\$ 1,227.07
Subtotal	\$ 9,407.54
Direct Cost of Bond Premium	\$ 94.08
<b>TOTAL TIME &amp; MATERIALS COST:</b>	<b>\$ 9,501.62</b>



	<b>Line 1 Replacement Project 2020</b> Change Order Request Additional (2) 45 Deg Bends Installation Only	Date: 1/4/2022 Change Order Request #: 4 Revision #:
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LABOR							EXTENDED COST
Rate	Quantity	Total Regular Labor Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	Total Hours	
Superintendent - Steve J	1	\$ 75.00		2		2	\$ 150.00
Project Manager - Gary	1	\$ 71.24					
Chief Estimator		\$ 78.24					
Project Engineer		\$ 127.50					
Operator - Pedro C	1	\$ 41.24	\$ 61.86	0.5	0.5	0.5	\$ 206.40
Operator - Kyle C	1	\$ 41.24	\$ 61.86	0.5	0.5	0.5	\$ 206.40
Operator - Lucas T	1	\$ 36.00	\$ 51.11	0.5	0.5	0.5	\$ 180.00
Operator - Alvin S	1	\$ 34.50	\$ 51.11	0.5	0.5	0.5	\$ 172.50
Laborm - Chuck R	1	\$ 33.22	\$ 48.07	0.5	0.5	0.5	\$ 165.67
Laborm - James	1	\$ 33.22	\$ 48.07	0.5	0.5	0.5	\$ 165.67
Laborm - Charles P	1	\$ 33.22	\$ 48.07	0.5	0.5	0.5	\$ 165.67
<b>TOTALS</b>							<b>\$ 2,817.03</b>

Date	Notes	Hours	Equipment Operating Hours
1/13/2021	Prohibit & Frame 7x16 in west of deepport location		
1/13/2021	Excavate & Remove existing 24" Mu 45 Bends	3	2.00
1/13/2021	Install (2) Additional 24" Mu 45 Bends	0.5	7.00
1/13/2021			
1/14/2021			
1/15/2021			
1/16/2021			
1/17/2021			
1/18/2021		11.5	5.5

EQUIPMENT											
To correctly quantify the cost of equipment on the line and material works, you must determine the duration of the extra work (Hours, Days, Weeks or Months). Then enter the appropriate quantity in its associated column. Enter the actual quantity hours the equipment was utilized during the work. The sum of the line for equipment on one job plus the actual utilization time will not be the total cost per equipment. (BASED FROM RENTALS RATE BLUE BOOK FOR CONSTRUCTION EQUIPMENT)											
Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Quantity	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 330	\$ 140.00	\$ 1,400.00	\$ 4,760.00	\$ 16,810.00	1	8.00				8.00	\$ 1,120.00
GRIN	\$ 89.00	\$ 890.00	\$ 2,749.00	\$ 9,710.00	1	8.00				8.00	\$ 712.00
CRACK TRUCK	\$ 3.00	\$ 3.00	\$ 9.00	\$ 31.00	1	4.00				4.00	\$ 12.00
CONCRETE TRUCK	\$ 18.00	\$ 18.00	\$ 54.00	\$ 189.00	1	4.00				4.00	\$ 72.00
<b>TOTALS</b>											<b>\$ 3,114.00</b>

MATERIALS					
Vendor	Reference	Description	Quantity	Unit	Total
Main Materials	Burda	3000 PSI Concrete	3	CY	\$ 140.00
					\$ 140.00
<b>TOTALS</b>					<b>\$ 140.00</b>

SUMMARY		TOTALS
Direct Cost of Labor	\$ 2,817.03	
Direct Cost of Equipment	\$ 3,114.00	
Direct Cost of Materials	\$ 140.00	
Direct Cost of Subcontractors	\$ -	
Subcontractor Markup 5%	\$ -	
Constructive Fee on Labor, Equipment & Materials 15%	\$ 602.55	
Markup	\$ 834.49	
Direct Cost of Bond Premiums	\$ 69.41	
<b>TOTAL TIME &amp; MATERIALS COST</b>	<b>\$ 5,583.48</b>	



**Line 1 Replacement Project 2020**  
 Change Order Request  
 Additional Pipeline Labor & Equipment

Date: 1/4/2022  
 Change Order Request #: 4  
 Revision #: 1

Role	Quantity	Total Regular Labor Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	Total Hours	EXTENDED COST
Superintendent - Steve J	1	\$ 76.00		16		16	\$ 1,216.00
Project Manager - Dan	1	\$ 71.25					\$ 0.00
Safety Manager	1	\$ 75.00					\$ 0.00
Owner Engineer	1	\$ 27.00					\$ 0.00
Operator - Paul C	1	\$ 41.25	\$ 61.00	77.5	77.5	155.0	\$ 3,100.00
Operator - Rob C	1	\$ 41.25	\$ 61.00	77.5	77.5	155.0	\$ 3,100.00
Operator - Larry T	1	\$ 38.40	\$ 58.10	77.5	77.5	155.0	\$ 3,060.00
Operator - Mike S	1	\$ 38.40	\$ 58.10	77.5	77.5	155.0	\$ 3,060.00
Laborer - Chuck R	1	\$ 33.75	\$ 49.50	77.5	77.5	155.0	\$ 2,970.00
Laborer - Jan L	1	\$ 27.00	\$ 41.00	77.5	77.5	155.0	\$ 2,115.00
Laborer - Charles P	1	\$ 27.00	\$ 41.00	77.5	77.5	155.0	\$ 2,115.00
<b>TOTALS</b>							<b>\$ 19,808.00</b>

Date	Notes	Hours	Equipment
Wednesday, November 17, 2021	Found Additional new line lines for needed alignment & with 22' trench cut in place and installed in trench - 1 day	6.5	0.0
Thursday, November 18, 2021	Order additional equipment for trench dig utility between 50' from E line	0.0	0.0
Friday, November 19, 2021	Construct hand dig utility utility. (Trench utility to determine what needs to be cut)	8	0
Saturday, November 20, 2021	Repositioning (2) 22' trench with 24' depth	8	0
Sunday, November 21, 2021	Remove pipe out of line to install steel trench to work with 22' trench additional	0.5	0
Tuesday, November 23, 2021	Install (2) 22' trench and two trench for support to push against	0.5	0
Wednesday, November 24, 2021	Install 1st trench pipe to be done. 1st day of trench pipe cut in the way to new trench for pipe for support	4.25	0.25
Thursday, November 25, 2021	Install trench	0	0
Friday, November 26, 2021	Install 2nd trench pipe to be done. 2nd day of trench pipe cut in the way to new trench for pipe for support	4.25	0.25
Saturday, November 27, 2021	Install 3rd trench pipe to be done. 3rd day of trench pipe cut in the way to new trench for pipe for support	4.25	0.25
Sunday, November 28, 2021	Excavate PVEEA line (1st) of 30' trench to lower utility	0.5	0
Tuesday, November 30, 2021	Install 1st trench pipe to be done. 1st day of trench pipe cut in the way to new trench for pipe for support	4.25	0.25
Wednesday, December 1, 2021	Install trench		
Thursday, December 2, 2021	Install trench		
<b>TOTALS</b>		<b>77.5</b>	<b>0.5</b>

**EQUIPMENT**  
 To correctly quantify the cost of equipment on the time and materials work, you must determine the duration of the extra work (Weeks, Days, Weeks or Months). Then enter the appropriate quantity in the associated column under the actual operating hours the equipment was utilized during the work. The sum of the time the equipment is on site plus the actual utilization time will not in the total cost per equipment. (BASED ON BUREAU BOOKS BLUE BOOK FOR CONSTRUCTION EQUIPMENT)

Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cycles	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
CAT 320	\$ 180.00	\$ 4,320.00	\$ 14,400.00	\$ 48,000.00	10.00	-	-	2.00	-	60.00	\$ 10,800.00
CRACK	\$ 45.00	\$ 1,080.00	\$ 3,600.00	\$ 11,700.00	11.00	-	-	2.00	-	60.00	\$ 2,700.00
CRACK BOX	\$ 1.50	\$ 3.75	\$ 12.00	\$ 36.00	77.50	-	-	-	-	77.50	\$ 116.25
CRACK TRUCK	\$ 0.21	\$ 0.52	\$ 1.68	\$ 5.04	80.00	-	-	-	-	80.00	\$ 16.80
<b>TOTALS</b>											<b>\$ 14,683.05</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
United Rentals	20245292-001	Aggregates Pave Track Box 40x10x16in	7	BOX	\$ 1,297.00	\$ 9,079.00
United Rentals	20241196-001	Aggregates Pave Track Box 40x10x16in	7	BOX	\$ 400.00	\$ 2,800.00
<b>TOTALS</b>						<b>\$ 11,879.00</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Pro-Built Supply Services, Inc.	2803	Additional 2 sheets of poly HDPE (27' x 21')	4	WS	\$ 1,800.00	\$ 7,200.00
Light Duty Enterprises	5403	Additional 2 boxes of traffic control	2	BOX	\$ 1,800.00	\$ 3,600.00
Concrete Materials	2803	Additional 2 sheets of Jersey Barriers	10	Sheet	\$ 20.47	\$ 204.70
<b>TOTALS</b>						<b>\$ 11,004.70</b>

SUMMARY	TOTALS
Direct Cost of Labor	\$ 19,808.00
Direct Cost of Equipment	\$ 14,683.05
Direct Cost of Material	\$ 11,879.00
Direct Cost of Subcontractors	\$ 14,710.00
Subcontractor Material	\$ 307.00
Contingency Fee on Labor, Equipment & Material 10%	\$ 2,475.84
Direct Cost of Bond Premium	\$ 202.70
<b>TOTAL TIME &amp; MATERIALS COST</b>	<b>\$ 63,854.59</b>





TRENCH SAFETY  
BRANCH 467  
791 EAST 64TH AVE.  
DENVER CO 80229  
303-329-8648  
303-329-6247 FAX



RENTAL RETURN  
INVOICE

# 200482902-001

Job Site

FT. COLLINS  
SUNCHANCE DR. & CO-14  
FORT COLLINS CO 80524

Office: 303-791-3600 Cell: 720-435-1315

Customer # : 382816  
Invoice Date : 12/10/21  
Rental Out : 11/17/21 01:00 PM  
Rental In : 12/07/21 04:56 PM  
UR Job Loc : SUNCHANCE DR. & CO-1  
UR Job # : 2491  
Customer Job ID:  
P.O. # : 7336  
Requested By : STEVE JORDON  
Approved By : EJ JILES  
Salesperson : ERIC MARRA

GARNEY CONST WESTERN REGION  
1333 NW VIVION RD  
KANSAS CITY MO 64118-4554

Invoice Amount: \$4,580.65

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4822  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 840514  
DALLAS TX 75284-0514

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
16	940/9855	28 BBP BUILD A BOX PANEL 96" (2) 8x8x5 2SD W/ 5-8 ADJUSTABLE STRUTS, (1) SET OF LEGS ONLY, NO BRIDLE, MUST BE ALL BAB PANELS		25.00	71.00	207.00	3,312.00
1	940/9845	2' EXTENSION LEGS PACKAGE FOR ALUM BOXES		25.00	79.00	206.00	206.00
12	940/9725	ADJUSTABLE SPREADER 60"-96"	2.00	2.00	4.00	6.00	72.00
8	940/9868	LIFTING LUGS FOR BUILD A BOX (EACH)					N/C
12	940/9864	BBC 24 CORNER END POST 24"	2.00	2.00	4.00	6.00	72.00
6	940/9865	BBC 48 CORNER END POST 48"	3.00	3.00	7.00	11.00	66.00
						Rental Subtotal:	3,728.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item	Price	Unit of Measure	Extended Amt.			
1	DELIVERY CHARGE	275.000	EACH	275.00			
1	PICKUP CHARGE	275.000	EACH	275.00			
						Sales/Misc Subtotal:	550.00
						Agreement Subtotal:	4,278.00
						Tax:	302.65
						Total:	4,580.65

COMMENTS/NOTES:

CONTACT: PEDRO CASTILLO  
CELL#: 720-234-9930  
DLV/PKU LOC SELECTED BY MAP PIN OPTION  
\*\*\*\*\*STAGE IN BAY 7\*\*\*\*\*

This is for 11/17 to 12/07/21 to show our burn rate for Trench Boxes - these were ordered to deal with additional unknown utilities & conflicts. We kept these onsite to make final connections. Only billing additional time.

\$4580.65 / 4.33 Weeks billed on invoice = \$1,057.89 per week.

\$1,057.89 x 2 weeks = \$2,115.78

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



TRENCH SAFETY  
BRANCH 467  
791 EAST 64TH AVE.  
DENVER CO 80229  
303-329-8648  
303-329-6247 FAX



RENTAL RETURN  
INVOICE

# 200510996-001

Job Site

FT. COLLINS  
SUNCHANCE DR. & CO-14  
FORT COLLINS CO 80524

Office: 303-791-3600 Cell: 720-435-1315

Customer # : 382816  
Invoice Date : 12/10/21  
Rental Out : 11/18/21 11:00 AM  
Rental In : 12/07/21 04:55 PM  
UR Job Loc : SUNCHANCE DR. & CO-1  
UR Job # : 2491  
Customer Job ID:  
P.O. # : 7336  
Requested By : STEVE JORDON  
Approved By : EJ JILES  
Salesperson : ERIC MARRA

GARNEY CONST WESTERN REGION  
1333 NW VIVION RD  
KANSAS CITY MO 64118-4554

Invoice Amount: \$2,632.91

Terms: Due Upon Receipt  
Payment options: Contact our credit office 704-916-4822  
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.  
PO BOX 840514  
DALLAS TX 75284-0514

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	Month	Amount
10	940/9853	26 BBP BUILD A BOX PANEL 72" 10TX6LX5W, 2-SD, LEGS (USE 5-8 STRUTS ONLY)		20.00	53.00	156.00	1,560.00
8	940/9725	ADJUSTABLE SPREADER 60"-96"	2.00	2.00	4.00	6.00	48.00
6	940/9864	BBC 24 CORNER END POST 24"	2.00	2.00	4.00	6.00	36.00
2	940/9865	BBC 48 CORNER END POST 48"	3.00	3.00	7.00	11.00	22.00
2	940/9866	BBC 72 CORNER END POST 72"	4.00	4.00	10.00	17.00	34.00
4	940/9868	LIFTING LUGS FOR BUILD A BOX (EACH)					N/C
1	940/9845	2' EXTENSION LEGS PACKAGE FOR ALUM BOXES	26.00	26.00	83.00	217.00	217.00
						Rental Subtotal:	1,917.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item	Price	Unit of Measure			Extended Amt.	
1	DELIVERY CHARGE	275.000	EACH			275.00	
1	PICKUP CHARGE	275.000	EACH			275.00	
						Sales/Misc Subtotal:	550.00
						Agreement Subtotal:	2,467.00
						Tax:	165.91
						Total:	2,632.91

COMMENTS/NOTES:

CONTACT: PEDRO CASTILLO  
CELL#: 720-234-9930  
DLV/PKU LOC SELECTED BY MAP PIN OPTION

This is for 11/18 to 12/07/21 to show our burn rate for Trench Boxes - these were ordered to deal with additional unknown utilities & conflicts. We kept these onsite to make final connections. Only billing additional time.

\$2632.91 / 4.33 Weeks billed on invoice = \$608.06 per week.

\$608.06 x 2 weeks = \$1,216.12

Effective January 1, 2021 and where permitted by law, United Rentals may impose a surcharge of 1.8% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

# Foothills Energy Services, Inc.

PO Box 603 2042 Kelty Road  
Franktown, CO 80116  
303-660-0105 Fax - 720-733-1934

**DATE 12/13/2021**

## BILL TO

Garney Construction

1700 Swift Street, Suite 200  
North Kansas City, MO 64116

## FOR

Backyard Machine Rental

## Details

## AMOUNT

Backyard Machine Rental- 3 weeks @ \$1850.00 per week	\$5,550.00
Number of Machines- 2	\$5,550.00

SUBTOTAL \$11,100.00

TOTAL \$11,100.00

Make all checks payable to Foothills Energy Services, Inc.

If you have any questions concerning this invoice, use the following contact information:

Kayla Marr 303-660-0105

**THANK YOU FOR YOUR BUSINESS!**

2 Pole holders for two additional weeks:

$\$1850.00 \times 2 = \$3700.00$  per week

$\$3700.00 \times 2 \text{ weeks} = \underline{\$7400.00}$



# Invoice

Invoice Date	Invoice #
12/10/2021	54423



<b>Bill To</b>
Garney Construction 7911 Shaffer Parkway Littleton, CO 80127 Attn: Gary Haas
<b>Please Remit To:</b> <b>2600 Midpoint Drive</b> <b>Fort Collins CO 80525</b>

<b>Project Location</b>
November Pay App North Weld Water District 2021 Waterline Replacement Attn: Jarrod Weber

<b>P.O./ Work Order #.</b>	<b>Terms</b>
Nov Pay App, Weld Water	Net 30

Description of Work and Materials	Quantity	Unit	Cost	Amount
November Pay App, Weld Waterline (see attachment for details)	1	LS	8,615.00	8,615.00
<div style="border: 1px solid red; padding: 5px; margin: 10px 0;"> <p>This is for the month of November to show our monthly burn rate for traffic control.</p> <p>\$8615.00 / 4.33 weeks per month = \$1988.23 per week.</p> <p>\$1988.23 x 2 weeks = \$3976.46</p> </div>				
Thank you for your business.	<b>Total</b>			\$8,615.00

We appreciate your business!

<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>
9704843880	970-416-6230	smagdalen@lightfieldenterprises.com

<b>Balance Due</b>	\$8,615.00
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**Colorado Barricade Co.**

2295 S Lipan St  
 Denver, CO 80223  
 303-922-7815  
 Fax 303-922-5433

**E-INVOICE**

Invoice Date	Invoice No.
12/21/2021	00029653

Terms: Net 30 Days

**Garney Construction**  
 Barb Ficken  
 1700 Swift St  
 North Kansas City, MO 64116

**Job ID: 713765**  
 Mulberry & Sun Chase Dr  
 Fort Collins, CO

Customer	Customer Job No.	Customer P.O. No.	Period Covered			Foreman Name / Phone#					
450198		NEED PO	11/26/2021 - 12/13/2021			Jarrod Weber 720-437-0878					
DAILY / WEEKLY / MONTHLY PRICING											
Date	Description	From - To	Qty	Days	Qty	Daily\$	Qty	Weekly\$	Qty	Monthly\$	Total
----- RENTALS -----											
11/26/21	Barrier Pin *	11/26 12/13	8	18	144	\$0.00					\$0.00
12/13/21	Barrier Lifter *	12/13 12/13	1	1	1	\$125.00					\$125.00
12/08/21	BARRIER WALL T7 CONCRETE (PER FOOT) (BW) *		90		90	\$5.00					\$450.00
----- LABOR -----											
12/13/21	Freight: BW Trlr Only, 4 Hour Min		4.25		4.25	\$125.00					\$531.25

Note: The \* indicates taxable items.


<b>EQUIPMENT RENTAL TOTAL</b>	\$575.00
<b>SALES/ONE-TIME CHARGES</b>	\$0.00
<b>LABOR TOTAL</b>	\$531.25
<b>SUBTOTAL</b>	\$1,106.25
<b>SALES TAX (7.55%)</b>	\$43.41
<b>TOTAL CHARGES</b>	\$1,149.66
<b>PLEASE PAY THIS AMOUNT</b>	\$1,149.66

\*\*\* Job Complete \*\*\*

This is for 11/26 to 12/13/21 to show our burn rate for K Rail Barriers.

\$450.00 / 17 days billed on invoice = \$26.47 per day.

\$26.47 x 14 days = \$370.58

 <p><b>Garney</b> CONSTRUCTION ADVANCING WATER</p>	<p><b>Line 1 Replacement Project 2020</b> Change Order Request Additional Aggregate for Pump House</p>	<p>Date: 1/4/2022 Change Order Request #: 4 Revision #:</p>
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MATERIALS						
Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Aggregate Industries	1705378	Additional #67 Stone for Pumpstation	1	LS	\$ 1,689.42	\$ 1,689.42
					\$ -	\$ -
<b>TOTALS</b>					<b>\$ 1,689.42</b>	<b>\$ 1,689.42</b>

SUMMARY	TOTALS
Direct Cost of Labor	\$ -
Direct Cost of Equipment	\$ -
Direct Cost of Material	\$ 1,689.42
Direct Cost of Subcontractors	\$ -
Subcontractor Markup 5%	\$ -
Contractors Fee on Labor, Equipment & Materials 15%	\$ 253.41
<b>Subtotal</b>	<b>\$ 1,942.83</b>
Direct Cost of Bond Premium	\$ 19.43
<b>TOTAL TIME &amp; MATERIALS COST</b>	<b>\$ 1,962.26</b>

**Invoice**

**SHIP TO:**  
 GARNEY WATER FAC GP  
 Line 1 Replacement Project  
 HWY 14 and I-25  
 Fort Collins CO 80524  
 Q-35350 1705378

GARNEY WATER FAC GP  
 1333 N.W. VIVION RD  
 KANSAS CITY MO 64118-4554



**Direct inquiries to:**  
 Aggregate Industries - WCR, Inc  
 1687 Cole Blvd #300  
 Golden CO 80401  
 Phone: 1-855-339-4900

35684	12/14/2021	715621594
<b>CUSTOMER NO.</b>	<b>INVOICE DATE</b>	<b>INVOICE NUMBER</b>

Sales District: 3455 Kevin Allen

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
12/10	GREW	FP	177189484	HWY 14 and I-25 SG,#67,3/4"-#4,W PO#: 7336	14.860	TON	20.650	306.86
				Freight			7.95	118.14
12/10	GREW	FP	177189490	HWY 14 and I-25 SG,#67,3/4"-#4,W PO#: 7336	14.700	TON	20.650	303.56
				Freight			7.95	116.87
12/10	GREW	FP	177189499	HWY 14 and I-25 SG,#67,3/4"-#4,W PO#: 7336	14.630	TON	20.650	302.11
				Freight			7.95	116.31
12/10	GREW	FP	177189505	HWY 14 and I-25 SG,#67,3/4"-#4,W PO#: 7336	14.880	TON	20.650	307.27
				Freight			7.95	118.30
				<b>TOTAL</b> SG,#67,3/4"-#4,W	<b>59.070</b>	<b>TON</b>		

FP= Freight Prepaid, ZPC= FOB Carrier Location, TON= US Tons, TO= Metric Tons, M3= Cubic Meters, EA= Each, YD3= Cubic Yards

**IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT**

715621594
<b>INVOICE NUMBER</b>

GARNEY WATER FAC GP  
 1333 N.W. VIVION RD  
 KANSAS CITY MO 64118-4554

**REMIT TO:** Aggregate Industries - WCR, Inc  
 1687 Cole Blvd #300  
 Golden CO 80401

Plan Area - 2820 SF  
 Actual Area - 5950 SF  
 Delta - 3130 SF

3130 SF x .33 (4" Depth)/ 27 = 38.25 CY

=38.25 x 1.55 CY/TON = 59.30 Tons  
 Additional Rock

60 Tons ordered and 59.07 Delivered




ADVANCING WATER

PROJECT: Line 1 Replacement Project PROJECT NUMBER 7336  
 OWNER: North Weld Water District  
 CONTRACTOR: Garney Companies Inc.

**SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS**

		Requested Additional Calendar Days	
Item #	Engineering	Description	Extended Cost
1		Pump Station 1 - Suction Tee Thrust Block	\$ 21,616.03
2		24" PCCP - Joint Repair	\$ 12,945.73
		<b>Total</b>	<b>\$ 34,561.76</b>

Contractor: Garney Construction By:   
 Date: 2/25/2022 Gary Haas

By: \_\_\_\_\_ Date \_\_\_\_\_  
 Approved for Payment by [OWNER] Approved for Payment by [ENGINEER]



7336 Change Order 05 - PCCP Repair & Thrust Block

COR.05 - PSF1 - Thrust Block

**Garney**  
 Line 1 Replacement Project 2020  
 Change Order Request  
 Pump Station #1 - Thrust Block  
 Date: 2/25/2022  
 Change Order Request #: 5  
 Revision #: 1

Role	Quantity	Total Regular Labor Costs	Total Overtime Costs	Total Regular Time Hours	Total Overtime Hours	Total Hours	EXTENDED COST
Superintendent - Brad M	1	\$ 70.00		8		8	\$ 400.00
Project Manager - Gary	1	\$ 71.00					
Safety Manager	1	\$ 70.00					
Project Engineer	1	\$ 70.00					
Assistant - Jordan G	1	\$ 11.00	\$ 11.00	33	33	66	\$ 1,056.00
Assistant - Jason G	1	\$ 11.00	\$ 11.00	20	20	40	\$ 1,144.00
Inspector - Terrell R	1	\$ 34.00	\$ 55.11	20	20	40	\$ 960.00
Driver - Kenneth G	1	\$ 33.00	\$ 40.31	33	33	66	\$ 1,056.00
Driver - Kenneth G	1	\$ 33.00	\$ 40.31	20	20	40	\$ 792.00
<b>TOTALS</b>							<b>\$ 6,041.00</b>

Date	Notes	Hours	Equipment (Operating Hours)
Friday, January 14, 2022	Prepared drawing for lining with epoxy material. Machine broke down after it rocks construction to begin.	4	
Thursday, January 20, 2022	Completed mobilization meeting for lining the pump station looking for materials. Found thrust block on top of existing concrete slab at site.	2	
Friday, January 21, 2022	Prepared cost estimate to determine if there was a concrete thrust block. Reviewed and confirmed existing lining the pump station to find dimensions of thrust block.	4	
Monday, January 24, 2022	Obtained and reviewed equipment. Checked & checked.	4	
Tuesday, January 25, 2022	Completed the final line block. Reviewed & checked.	4	
Wednesday, January 26, 2022	Continued to excavate for new cast in-place form existing SP. Installed 24" spaced rebar. Offered 24" spacing & support from trench.	4	
Thursday, January 27, 2022	Power received existing thrust block (MATERIAL) installed 12 #5 rebar in north concrete of epoxy. poured 12 #5 rebar in existing and north side of cast in-place. The 12 #5 rebar concrete thrust block with lower dia to protect from freezing. M-Mix in Play 14 hour test at 25.	4	
<b>TOTALS</b>		<b>28</b>	<b>0</b>

**EQUIPMENT**  
 To correctly estimate the cost of equipment on the line and to estimate work, you must determine the number of the units with hours, days, weeks or months. Then enter the appropriate quantity in its respective column. Enter the actual operating hours for equipment used during the work. The sum of the line in equipment is on site plus the actual utilization time will tell you the total cost for equipment. (SEE THE RENTAL RATE BOOK FOR CONSTRUCTION EQUIPMENT)

Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operative Cost/Unit	Hours On Site	Days On Site	Weeks On Site	Months On Site	Quantity	EST. INSTEAD COST
CRANE	\$ 70.00	\$ 280.00	\$ 700.00	\$ 2,450.00	\$ 27.50				1.00	1	\$ 2,450.00
CONCRETE PUMP	\$ 90.00	\$ 360.00	\$ 900.00	\$ 2,700.00	\$ 30.00					1	\$ 2,700.00
CONCRETE TRUCK	\$ 16.10	\$ 64.40	\$ 161.00	\$ 483.00	\$ 5.00					1	\$ 483.00
<b>TOTALS</b>											<b>\$ 3,633.00</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Manitowoc Materials	100000	6" Dia. Pipe Concrete Ad. 700	30	EA	\$ 16.00	\$ 480.00
<b>TOTALS</b>						<b>\$ 480.00</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Kellogg	0071	Proforma for PCCP Section Line	1	EA	\$ 4,800.00	\$ 4,800.00
Delta Heavy Company, Inc	20018	8400. 12' x 24' x 12'	0.5	EA	\$ 740.00	\$ 370.00
Regional Search Supply	00000	Trench Box System	0.5	EA	\$ 200.00	\$ 100.00
Custom Field Services	00000	Portable Label Printer	0.5	EA	\$ 180.00	\$ 90.00
<b>TOTALS</b>						<b>\$ 6,060.00</b>

Subtotal	TOTAL \$
Direct Cost of Labor	\$ 6,041.00
Direct Cost of Equipment	\$ 3,633.00
Direct Cost of Materials	\$ 480.00
Direct Cost of Subcontractors	\$ 0.00
Subcontractor Expenses	\$ 281.00
Indirect Cost of Labor, Equipment & Materials	\$ 1,000.00
Subtotal	\$ 11,435.00
Overhead & Profit	\$ 214.00
<b>TOTAL TIME &amp; MATERIALS COST</b>	<b>\$ 11,649.00</b>

**FOR BILLING QUESTIONS PLEASE CALL**  
**720-245-6400**

**LINE 1 REPLACEMENT PROJECT**

**SOLD TO:**  
**GARNEY COMPANIES INC**  
**DBA GARNEY CONSTRUCTION**  
**1700 SWIFT ST**  
**NORTH KANSAS CITY MO 64116**

**SHIP TO:**  
**4598 E MULBERRY FT COLLINS**

**PAYMENT TERMS: NET 30 DAYS- A/R**

Ship Date	Project 1020	Customer PO	Cust. No.	Invoice Date	Invoice No.	
01/26/2022	LINE 1 REPLACEMENT PROJECT	7336	639788	01/27/2022	34512591	
Business Unit	Ticket Number	Description	Quantity	UM	Unit Price	Amount
16418	756-76017921	A4785 - 4500 PSI	10.00	CY	140.00	1,400.00
		ENVIRONMENTAL SERVICE FEE	10.00	CY	1.75	17.50
		FUEL SURCHARGE - CY	10.00	CY	0.00	0.00
		WINTER CONCRETE CHARGE	10.00	CY	3.50	35.00
	756-76017922	A4785 - 4500 PSI	10.00	CY	140.00	1,400.00
		ENVIRONMENTAL SERVICE FEE	10.00	CY	1.75	17.50
		FUEL SURCHARGE - CY	10.00	CY	0.00	0.00
		WINTER CONCRETE CHARGE	10.00	CY	3.50	35.00
	756-76017924	A4785 - 4500 PSI	10.00	CY	140.00	1,400.00
		ENVIRONMENTAL SERVICE FEE	10.00	CY	1.75	17.50
		FUEL SURCHARGE - CY	10.00	CY	0.00	0.00
		WINTER CONCRETE CHARGE	10.00	CY	3.50	35.00
		<b>Taxable Amount</b>				4,357.50
		<b>Non-taxable Amount</b>				0.00
		<b>Tax</b>				0.00
		STATE TAX	0.000%			0.00
		LARIMER	0.000%			0.00
		CITY TAX	0.000%			0.00
		DISTRICT TAX	0.000%			0.00
		<b>Total Tax</b>				0.00
<b>TOTAL</b>			<b>30.00</b>			
<b>INVOICE TOTAL</b>						<b>\$4,357.50</b>

DETACH and Include this Return Portion with Payment



**CUSTOMER:** 639788 GARNEY COMPANIES INC  
**INVOICE NUMBER:** 34512591

**REMIT TO:**  
**MARTIN MARIETTA MATERIALS**  
**P O Box 677061**  
**Dallas TX 75267-7061**

**PAYMENT DUE** \$4,357.50

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 [www.martinmarietta.alertline.com](http://www.martinmarietta.alertline.com).  
 For all other questions call the billing number above.

**PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT**

Kantex Industries, Inc.  
 Remit Payment To:  
 Dept. 192-5  
 P.O. Box 4458  
 Houston, TX 77210-4458  
 P: (386)846-3838  
 MARYD@Kantex.com



# Invoice

Date	Invoice #
1/28/2022	9571
Terms	Due Date
Net 30 Days	2/27/2022

Bill To:  
 Attn:

Job Contact: JARROD WEBER  
 Phone: 720-437-0878  
 E-mail: JWEBER@GARNEY.COM  
 Kantex Job #: 08GAR22002

E-mail: AP@GARNEY.COM

**Customer Job Information**

LOCATION: FT COLLINS, CO  
 AGREEMENT: PO 7336  
 WORK DIRECTIVE:  
 JOB NAME / DESCRIPTION: NORTH WELD COUNTY WATERLINE, FT. COLLINS, CO

Date	Description	Qty / Hrs	Rate	Amount
<b>Labor:</b>				
1/14/2022	FLAT RATE	1.00	540.00	540.00
1/20/2022	FLAT RATE	1.00	2,160.00	2,160.00
1/21/2022	FLAT RATE	1.00	2,160.00	2,160.00

**Material:**

**Subcontractor:**

**Equipment:**

**Rented Equipment:**

**Other:**

Subtotal: 4,860.00  
 Sales Tax: 0.00  
**Total Amount Due: 4,860.00**

**Work Documents and/or Lien Releases:** Must be delivered via e-mail, no paper copies. Send all requests to: MARD@kantex.com

**Invoice Terms and Conditions:** Billings include all applicable sales and use taxes for the states where the work was performed.

\* Billings shall be rendered no less often than monthly, and are due NET THIRTY (30) days from the date of the billing.

\* No retention shall be applied to or deducted from any progress or final billing unless specifically agreed to at the beginning of work.

**Kantex Industries, Inc.**  
 Remit Payment To:  
 Dept. 192-5  
 P.O. -Box 4458  
 Houston, TX 77210-4458  
 P: (386)846-3838  
 MARYD@Kantex.com



# Invoice

Date	Invoice #
1/21/2022	9562
Terms	Due Date
Net 30 Days	2/20/2022

Bill To:  
 Attn:

Job Contact: JARROD WEBER  
 Phone:720-437-0878  
 E-mail:JWEBER@GARNEY.COM  
 Kantex Job #: 08GAR22002

E-mail:AP@GARNEY.COM

**Customer Job Information**

LOCATION: FT. COLLINS, CO  
 AGREEMENT: PO 7336  
 WORK DIRECTIVE:  
 JOB NAME / DESCRIPTION: NORTH WELD COUNTY WATERLINE, FT. COLLINS, CO

Date	Description	Qty / Hrs	Rate	Amount
<b>Labor:</b>				
1/14/2022	DAY RATE-2 MAN CREW	1.00	2,830.00	2,830.00
1/20/2022	DAY RATE-2 MAN CREW	1.00	2,830.00	2,830.00
1/21/2022	DAY RATE-2 MAN CREW	1.00	2,830.00	2,830.00

**Material:**

**Subcontractor:**

**Equipment:**

**Rented Equipment:**

**Other:**

Subtotal: 8,490.00  
 Sales Tax: 0.00  
**Total Amount Due: 8,490.00**

**Work Documents and/or Lien Releases:** Must be delivered via e-mail, no paper copies. Send all requests to: MARYD@kantex.com

**Invoice Terms and Conditions:** Billings include all applicable sales and use taxes for the states where the work was performed.

\* Billings shall be rendered no less often than monthly, and are due NET THIRTY (30) days from the date of the billing.

\* No retention shall be applied to or deducted from any progress or final billing unless specifically agreed to at the beginning of work.

# PIPELINE DAILY OPERATIONS REPORT



Date: 1/14/21 FRIDAY  Project Completed: YES  NO  RESET FORM:

Weather: cold

One Call: \_\_\_\_\_  
 Company: garney Address: \_\_\_\_\_ Client Job #: \_\_\_\_\_  
 Inspector: \_\_\_\_\_ Phone: \_\_\_\_\_ Kantex PO #: 08GAR22002  
 Start Time: 7:00 am  Break: --- Restart: --- End: 2:30 pm  Vacuum Unit #: AV024  
 Billable Hours ST: 4 Billable Hours OT: ---  Billable Per Diems: ---  Utility Truck #: \_\_\_\_\_  
 PROJECT DESCRIPTION and NOTES (in detail) Crew Size: 2 Flatbed Truck #: \_\_\_\_\_

dug 5 holes and locate pipe. Machine broke down after 4 hours 10 minutes. Inspector wants us to come back and finish more holes

POSITION	EMPLOYEE NAME	POSITION	EMPLOYEE NAME	DAILY EQUIPMENT
3 Vac Tech	Matthew smith	-----	-----	-----
Laborer <input checked="" type="checkbox"/>	Irvin	-----	-----	-----
----- <input checked="" type="checkbox"/>	-----	-----	-----	----- <input checked="" type="checkbox"/>

LOCATION	STATE	DEPTH (inch)	PS READING	UT READING	PIPE TEMP (°F)	COATING TYPE
p1	CO <input checked="" type="checkbox"/>	55in			---	<input checked="" type="checkbox"/>
p2	CO <input checked="" type="checkbox"/>	55in			---	<input checked="" type="checkbox"/>
p3	CO <input checked="" type="checkbox"/>	55in			---	<input checked="" type="checkbox"/>
p4	CO <input checked="" type="checkbox"/>	55in			---	<input checked="" type="checkbox"/>
p5	CO <input checked="" type="checkbox"/>	55in			---	
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### BILLABLE MATERIALS

15 Gram Exothermic Weld Shot w/Igniter Stick and Sleeve: \_\_\_\_\_ Brushes: \_\_\_\_\_ Sandblast Media: \_\_\_\_\_ Sanding Discs: \_\_\_\_\_  
 Test Station Type: ---  TS QTY: \_\_\_\_\_ Wire Type/Size: ---  Wire QTY (ft.): \_\_\_\_\_ Reference Cell: \_\_\_\_\_  
 Recoat Type: ---  Recoat QTY: \_\_\_\_\_ Coat Surcharge QTY: \_\_\_\_\_ Hepa Filter: \_\_\_\_\_ Tyvek Suit: \_\_\_\_\_  
 Stealth II w/50-foot Lead: \_\_\_\_\_

Other Billable:

Did an incident occur on this job? Yes  No  If yes, was the Kantex Safety Director notified and an Incident Report initiated? Yes  No

The undersigned employee has completed all fields necessary on this form for proper administrative use and control.

matthew smith \_\_\_\_\_ 1 14 22  
 Kantex Employee Print Signature Customer Representative Signature ID or Last Four Date: Time:

\*ATTACH ALL BILLABLE RECEIPTS APPLICABLE TO THIS JOB WHEN SUBMITTING THIS OP SHEET

# PIPELINE DAILY OPERATIONS REPORT



Date: 1/20/21 THURSDAY  Project Completed: YES  NO  RESET FORM:

Weather: cold

One Call: \_\_\_\_\_  
 Company: garney Address: \_\_\_\_\_ Client Job #: \_\_\_\_\_  
 Inspector: \_\_\_\_\_ Phone: \_\_\_\_\_ Kantex PO #: 08GAR22002  
 Start Time: 7:00 am  Break: --- Restart: --- End: 5:30 pm  Vacuum Unit #: AV024  
 Billable Hours ST: 8  Billable Hours OT: --- Billable Per Diems: ---  Utility Truck #: \_\_\_\_\_  
 PROJECT DESCRIPTION and NOTES (in detail) Crew Size: 2 Flatbed Truck #: \_\_\_\_\_

dug out a 8x3x6xft hole to expose the thrust block and T of pipe. as well dug 3x3 hole to expose pipe closer to building to show that there were no restraints on pipe.

POSITION	EMPLOYEE NAME	POSITION	EMPLOYEE NAME	DAILY EQUIPMENT
3 Vac Tech	Matthew smith	-----	-----	-----
Laborer <input checked="" type="checkbox"/>	Irvin	-----	-----	-----
----- <input checked="" type="checkbox"/>	-----	-----	-----	----- <input checked="" type="checkbox"/>

LOCATION	STATE	DEPTH (inch)	PS READING	UT READING	PIPE TEMP (°F)	COATING TYPE
pothole 1	CO <input checked="" type="checkbox"/>	72in			---	<input checked="" type="checkbox"/>
pothole 2	CO <input checked="" type="checkbox"/>	84in			---	<input checked="" type="checkbox"/>
	---				---	<input checked="" type="checkbox"/>
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**BILLABLE MATERIALS**

15 Gram Exothermic Weld Shot w/Igniter Stick and Sleeve: \_\_\_\_\_ Brushes: \_\_\_\_\_ Sandblast Media: \_\_\_\_\_ Sanding Discs: \_\_\_\_\_  
 Test Station Type: ---  TS QTY: \_\_\_\_\_ Wire Type/Size: ---  Wire QTY (ft.): \_\_\_\_\_ Reference Cell: \_\_\_\_\_  
 Recoat Type: ---  Recoat QTY: \_\_\_\_\_ Coat Surcharge QTY: \_\_\_\_\_ Hepa Filter: \_\_\_\_\_ Tyvek Suit: \_\_\_\_\_  
 Stealth II w/50-foot Lead: \_\_\_\_\_

Other Billable:

Did an incident occur on this job? Yes  No  If yes, was the Kantex Safety Director notified and an Incident Report initiated? Yes  No

The undersigned employee has completed all fields necessary on this form for proper administrative use and control.

matthew smith \_\_\_\_\_ 1 20 22  
 Kantex Employee Print Signature Customer Representative Signature ID or Last Four Date: Time:

**\*ATTACH ALL BILLABLE RECEIPTS APPLICABLE TO THIS JOB WHEN SUBMITTING THIS OP SHEET**

# PIPELINE DAILY OPERATIONS REPORT



Date: 1/21/21 FRIDAY  Project Completed: YES  NO  RESET FORM:

Weather: cold

One Call: \_\_\_\_\_  
 Company: garney Address: \_\_\_\_\_ Client Job #: \_\_\_\_\_  
 Inspector: \_\_\_\_\_ Phone: \_\_\_\_\_ Kantex PO #: 08GAR22002  
 Start Time: 7:00 am  Break: --- Restart: --- End: 4:30 pm  Vacuum Unit #: AV024  
 Billable Hours ST: 8 Billable Hours OT: --- Billable Per Diems: ---  Utility Truck #: \_\_\_\_\_  
 PROJECT DESCRIPTION and NOTES (in detail) Crew Size: 2 Flatbed Truck #: \_\_\_\_\_

dug a hole to expose a 45 degree bend in pipe and potholed for both end of the thrust block we had done the day before, so that they could get the full size

POSITION	EMPLOYEE NAME	POSITION	EMPLOYEE NAME	DAILY EQUIPMENT
3 Vac Tech	Matthew smith	-----	-----	-----
Laborer	irvin	-----	-----	-----
-----	-----	-----	-----	-----

LOCATION	STATE	DEPTH (inch)	PS READING	UT READING	PIPE TEMP (°F)	COATING TYPE
pothole 1	CO <input checked="" type="checkbox"/>	72in			---	<input checked="" type="checkbox"/>
pothole 2	CO <input checked="" type="checkbox"/>	72in			---	<input checked="" type="checkbox"/>
---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>
---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>
---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>
---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>
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---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>
---	<input checked="" type="checkbox"/>				---	<input checked="" type="checkbox"/>

### BILLABLE MATERIALS

15 Gram Exothermic Weld Shot w/Igniter Stick and Sleeve: \_\_\_\_\_ Brushes: \_\_\_\_\_ Sandblast Media: \_\_\_\_\_ Sanding Discs: \_\_\_\_\_  
 Test Station Type: ---  TS QTY: \_\_\_\_\_ Wire Type/Size: ---  Wire QTY (ft.): \_\_\_\_\_ Reference Cell: \_\_\_\_\_  
 Recoat Type: ---  Recoat QTY: \_\_\_\_\_ Coat Surcharge QTY: \_\_\_\_\_ Hepa Filter: \_\_\_\_\_ Tyvek Suit: \_\_\_\_\_  
 Stealth II w/50-foot Lead: \_\_\_\_\_

Other Billable:

Did an incident occur on this job? Yes  No  If yes, was the Kantex Safety Director notified and an Incident Report initiated? Yes  No

*The undersigned employee has completed all fields necessary on this form for proper administrative use and control.*

matthew smith \_\_\_\_\_ 1 21 22  
 Kantex Employee Print Signature Customer Representative Signature ID or Last Four Date: Time:

**\*ATTACH ALL BILLABLE RECEIPTS APPLICABLE TO THIS JOB WHEN SUBMITTING THIS OP SHEET**

Alpha Milling Company, Inc.  
6015 W 56th Ave  
Arvada, CO 80002



INVOICE NO  
20408

Office: (303) 428-2899  
Fax: (303) 428-2347

**BILL TO** Garney Construction  
1333 NW Vivion Road  
Kansas City, MO 64118

**JOB** Garney Construction  
644 Loader  
Pickup 124th & Brighton Rd. Henderson,  
Co  
Delivery: 4598 E Mulberry Ft. Collins, Co

## INVOICE

INVOICE DATE	PO NUMBER	ALPHA JOB #	TERMS
1/28/2022	7336	40019	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
4.00HR	Hourly Trucking 01/24/2022	135.00	540.00
1.00	Oversize / Overweight Permit	100.00	100.00
1.00LS	Trucking Tolls	100.00	100.00

**TOTAL AMOUNT \$ 740.00**

THANK YOU! WE APPRECIATE YOUR BUSINESS!

Please Include this invoice number on all future payments and payment applications. Thank You!





**Berthoud**  
**13217 Laureldale Avenue**  
**Downey, CA 90242-5140**

**Invoice**

Dispatch Inquiry: 970-532-4066  
 Billing Inquiry: 888-833-3777

Invoice Number: 406000  
 Date: 02/05/2022

Garney Companies ACCOUNTS PAYABLE 1333 Northwest Vivion Rd Kansas City, MO 64118 Office Phone: Cust ID: 5047	Project Name: Mulberry Ordered By: Brett M Phone: (303) 547 - 8132 Job Site Location: 4598 Mulberry Fort Collins, CO 80524	Job #: 4598 P/O Number: 4598 JS Contact: Brett M Job Site Phone: (303) 547 - 8132
---	---	--

Delivery Instructions: Delivery

**Rental Contract Number:** C000180810

**Start Rent Date:** 01/28/2022

Status	Qty	Item Description and Rate	Days	From Date	Thru Date	Rate Each	Rate Ext.
Rent Stop	8	8.0 ft of 4 in Square Spreader 0.00 Day/0.00 Week/0.00 4 Week/1 DY MIN	4	01/28/2022	01/31/2022	\$0.00	\$0.00
Rent Stop	8	6.0 ft of 4 in Square Spreader 0.00 Day/0.00 Week/0.00 4 Week/1 DY MIN	4	01/28/2022	01/31/2022	\$0.00	\$0.00
Rent Stop	2	8x8 4 in TSS Steel/Aluminum Trench Box 73.70 Day/368.50 Week/1105.50 4 Week/1 DY MIN	4	01/28/2022	01/31/2022	\$294.80	\$589.60
	350.00	Outside Truck Delivery -				\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00	350.00	0.00
						0.00	\$0.00

**Invoice Summary:**

TERMS: C.O.D. Accounts, Deposit Estimate Due Upon Delivery. Credit Accounts are due and payable net 30 days from invoice date. This invoice is subject to additional terms and conditions printed on the reverse side hereof, limiting the seller's warranty, obligations and excluding liability for consequential damages.

**Please Remit Payment to:**  
**Trench Plate Rental Co.**  
**P.O. Box 51373**  
**Los Angeles, CA 90051-5673**

<u>Rental:</u>	\$589.60
<u>Waiver:</u>	
<u>Other:</u>	\$0.00
<u>Tax:</u>	\$44.48
<u>Total:</u>	\$634.08

**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**

GARNEY CONSTRUCTION  
1700 Swift Street  
North Kansas City, MO 64116

**INVOICE #** 235160

**DATE** 2/10/2022

**TERMS** Net 30

**DUE DATE** 3/12/2022

**JOB SITE ADDRESS**

SUNCHASE X MULBERRY, FORT COLLINS

**PO**

7336-800

SERVICE DATE	TICKET #	SERVICE	UNIT #	QTY	RATE	AMOUNT
1/27/2022	128570	PT Standard Delivery/Set Up	3639	1	42.00	42.00
1/27/2022	128570	PT Standard Rental (1xWeek) 01/27/2022 - 02/27/2022	3639	1	100.00	100.00
		Fuel Surcharge			14.91	14.91

**Total** \$156.91

**Payments/Credits** \$0.00

**Balance Due** \$156.91

Past Due Invoices are subject to a late payment charge.  
Please reference invoice number when making payment.

**Garney** **Line 1 Replacement Project 2020**  
 Change Order Request  
 24" PCCP - Joint Repair

Date: 3/09/2022  
 Change Order Request #: 5  
 Revision #: 5

Rate	Quantity	Total Regular Labor Costs	Total Over Time Events	Total Regular Time Hours	Total Over Time Hours	Total Hours	EXTENDED COST
Superintendent - Brk M	1	\$ 36.00		24		24	1,824.00
Project Manager - Gary	1	\$ 71.00					
Utility Manager	1	\$ 32.00					
Project Engineer	1	\$ 32.00					
Operator - Quincey G.	1	\$ 41.00	\$ 81.00	31	31	62	1,277.00
Operator - Jim M.	1	\$ 41.00	\$ 81.00	31	31	62	1,277.00
Operator - Stephen S.	1	\$ 39.00	\$ 78.00	31	31	62	1,238.00
Operator - Lawrence G.	1	\$ 39.00	\$ 78.00	31	31	62	1,238.00
<b>TOTAL</b>							<b>6,646.00</b>

Date	Notes	Hours	Equipment Operating Hours
Friday, January 29, 2022	High foundation on existing 24" PCCP repair. SUEB 1 - 500 JCB Series. Critical foundation on 24" PCCP. get parts ready for Monday to continue and replace damaged 24" PCCP. Set up for 24" PCCP repair.	8	2
Saturday, January 30, 2022	Setup water form excavation. Soil carbon beam around excavation to protect.	8	0
Sunday, January 31, 2022			
Monday, January 31, 2022	Work on excavation for 24" PCCP. Set & removed damaged section of 24" PCCP. Set 24" trench box, installed back and support adapters, installed owner supplied 24" JCB and opened excavation.	8	2
Tuesday, February 1, 2022	W/C/P/D began filling in. visually inspected for leaks, back filled and started up excavation. Status shown below below.	8	4
Wednesday, February 2, 2022		0	0
Thursday, February 3, 2022		0	0
Friday, February 4, 2022	Load and repair forms & backfill	2	0
<b>TOTAL</b>		<b>36</b>	<b>6</b>

**EQUIPMENT**  
 (If correct) quantify the cost of equipment for the line and material work. You must describe the nature of the work each piece of Equip. Model # (optional) (optional) for the equipment used in the estimated costs. Enter the actual Operating Hours the equipment was utilized during the work. The sum of the line for equipment is only plus the actual utilization time not in the base cost per equipment. (NOTED) FROM RENTAL, STATE BLUE BOOK: BEST CONSTRUCTION EQUIPMENT

Description	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Capacity	Hours On Site	Days On Site	Months On Site	Months On Site	Operating Hours	EXTENDED COST
24" JCB	\$ 165.00	\$ 365.00	\$ 2,220.00	\$ 7,275.00	31	31	1	1.00		62	2,220.00
CREW TRUCK	\$ 8.00	\$ 16.00	\$ 112.00	\$ 365.00	14.00	14				28	224.00
EMERGENCY TRUCK	\$ 15.00	\$ 30.00	\$ 210.00	\$ 665.00	14.00	14				28	420.00
<b>TOTAL</b>											<b>2,864.00</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
White Cap	1001485884	24" Pipe - 24" Pipe	1	EA	\$ 22.00	\$ 22.00
White Cap	1001881118	27" Inflow / Outflow Pipe	1	EA	\$ 166.00	\$ 166.00
<b>TOTAL</b>						<b>\$ 188.00</b>

Vendor	Reference	Description	Quantity	Unit	Unit Cost	Total
Alpha Metals Company, Inc.	22420	24" Manhole	0.5	EA	\$ 293.00	\$ 146.50
Midwest Trench Supply	42430	Repair Box Header	0.8	EA	\$ 164.00	\$ 131.20
Franklin Pipe Services	481706	24" Inflow / Outflow Pipe	0.8	EA	\$ 166.00	\$ 132.80
Wagner Trench	2220003	Generator & Submersible Pump	1	EA	\$ 1,480.00	\$ 1,480.00
<b>TOTAL</b>						<b>\$ 1,890.50</b>

Category	Total
Direct Cost of Labor	\$ 6,646.00
Direct Cost of Equipment	\$ 2,864.00
Direct Cost of Material	\$ 188.00
Direct Cost of Subcontract	\$ 1,793.00
Subcontract Material	\$ 88.00
Equipment Use not paid, Equipment & Material	\$ 420.00
Subtotal	\$ 12,939.00
Direct Cost of Overhead	\$ 328.00
<b>TOTAL TIME &amp; MATERIAL COST</b>	<b>\$ 13,267.00</b>



# WHITE CAP

White Cap, L.P.  
PO Box 4944, Orlando, FL 32802-4944

## INVOICE

**BRANCH ADDRESS**  
043 - FORT COLLINS  
(970) 224-3010  
334 S. SUMMIT VIEW DR.  
FORT COLLINS CO 80524-1422  
LARIMER

<b>INVOICE NUMBER</b>
10015598367
<b>INVOICE DATE</b>
01/31/2022
<b>CUSTOMER PO NUMBER</b>
7336

**ENROLLMENT TOKEN:** PRF TLB BKM

**SOLD TO:** 8065000

**TERRITORY:**  
**SHIP TO:** 10003459608

<b>PLEASE REMIT PAYMENT TO:</b>
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

GARNEY CO INC  
1700 SWIFT STREET  
KANSAS CITY MO 64116

EMERGENCY LINE REPAIR  
4598 E. MULBERRY  
FORT COLLINS CO 80524

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
01/31/2022	45832866	BRETT MORGANFLASH	FUHRMAN, DALE E	BURROW, DENNIS				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
043	10003459608	NET 30 DAYS	5. WALK IN	EMERGENCY LINE				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	162HS1420	3/4"X10" CHISEL SDS-PLUS BULLDOG HAMMER STEEL BOSCH	2	15.79 EA	0	2	31.58	1.17
<p>THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.</p>								
For questions regarding this invoice please call 1-866-857-0295.							TOTAL GROSS	31.58
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale">https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale</a> to view complete terms and conditions.							TOTAL TAX	1.17
RECEIVED BY: _____ SIGNATURE COPY ON FILE							TOTAL SHIPPING AND HANDLING	0.00
							TOTAL INVOICE	32.75



# WHITE CAP®

White Cap, L.P.  
PO Box 4944, Orlando, FL 32802-4944

## INVOICE

**BRANCH ADDRESS**  
043 - FORT COLLINS  
(970) 224-3010  
334 S. SUMMIT VIEW DR.  
FORT COLLINS CO 80524-1422  
LARIMER

<b>INVOICE NUMBER</b>
10015601118
<b>INVOICE DATE</b>
01/31/2022
<b>CUSTOMER PO NUMBER</b>
733619200

ENROLLMENT TOKEN: PRF TLB BKM

SOLD TO: 8065000

TERRITORY:  
SHIP TO: 10002777926

<b>PLEASE REMIT PAYMENT TO:</b>
White Cap, L.P. P.O. Box 4852 ORLANDO, FL 32802-4852

GARNEY CO INC  
1700 SWIFT STREET  
KANSAS CITY MO 64116

GARNEY CONSTRUCTION - COLORADO  
7911 SHAFFER PARKWAY  
LITTLETON CO 80127

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY				
01/31/2022	45835610	JARROD WEBBER	LAWLER, JIM	QUARTO-WALSH, JESSICA				
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.				
043	10002777926	NET 30 DAYS	5. WALK IN	COLORADO				
LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
1	332EE260320	3"X20' YELLOW 2-PLY TYPE-4 EYE/EYE POLY WEB SLING LIFT-ALL	1	77.46 EA	0	1	77.46	2.87
2	332EE260320	3"X20' YELLOW 2-PLY TYPE-4 EYE/EYE POLY WEB SLING LIFT-ALL	1	77.46 EA	0	1	77.46	2.87
<p>THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.</p>								
For questions regarding this invoice please call 1-866-857-0295.						TOTAL GROSS		154.92
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale">https://www.whitecap.com/shop/wc/terms-and-conditions-of-sale</a> to view complete terms and conditions.						TOTAL TAX		5.74
RECEIVED BY:						TOTAL SHIPPING AND HANDLING		0.00
SIGNATURE COPY ON FILE						TOTAL INVOICE		160.66



1317 E MULBERRY  
 FORT COLLINS, CO 80524  
 PHONE: (970)493-5005 FAX: (970)493-8477

GARNEY COMPANIES INC  
 1700 SWIFT ST  
 NORTH KANSAS CITY, MO 64116

**Rental Invoice**  
**Invoice C2128601**

ACCT#: 36394  
 INVOICE DATE: 02/01/2022  
 INVOICE AMOUNT: \$1,194.44

PO #: 7336  
 ORDERED BY: ACCOUNT  
 303-791-3600

JOBSITE INFO: MULBERRY  
 FORT COLLINS  
 4598 EAST MULBERRY  
 FORT COLLINS, CO

CONTACT NAME: EL PASO ACCOUNT  
 CONTACT PHONE: 303-791-3600  
 DELIVERED VIA: WILL CALL  
 JOBSITE COUNTY: LARIMER CO  
 DATE OUT: 01/27/2022 THU 01:00 PM  
 DATE IN: 02/01/2022 TUE 08:58 AM

SALES REP: TYLER PRICE(W-1-637)  
 WRITTEN BY: BARRY HUNT

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
COLORADO STATE TAX				32.95
LARIMER COUNTY TAX				9.09

**Please Remit Payment To:**  
**Wagner Rents, PO Box 919000**  
**Denver, CO 80291-9000**

**Invoice Total 1,194.44**

If you're not completely satisfied, please call 1-833-954-3116 or email us at [customerexperience@wagnerequipment.com](mailto:customerexperience@wagnerequipment.com)

Terms: Payment is due within 30 days of date of invoice. A monthly finance charge of 1.5% will accrue on all amounts unpaid after 30 days, resulting in an annual finance charge of 18%. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. Upon default, Lessee shall immediately deliver the equipment to Lessor and shall be liable for all collection costs incurred by Lessor, including reasonable attorney's fees. Terms and conditions can be viewed at [www.wagnerequipment.com/terms](http://www.wagnerequipment.com/terms).

_____ CUSTOMER SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ DELIVERED BY	_____ DATE
AURORA, CO - ALBUQUERQUE, NM - BLOOMFIELD, NM - CARBONDALE, CO - CARLSBAD, NM - COMM. CITY, CO - DURANGO, CO - EL PASO, TX - FORT COLLINS, CO GRAND JUNCTION, CO - GYPSUM, CO - HOBBS, NM - LAS CRUCES, NM - PUEBLO, CO - SILVERTHORNE, CO - STEAMBOAT SPRINGS, CO - WINDSOR, CO <a href="http://www.wagner-rents.com">www.wagner-rents.com</a>				

Printed on Tuesday, February 1, 2022 6:16:29 PM by FROM RELEASE

Invoice No. PR542128601 C2128601 Page 2 of 2



1317 E MULBERRY  
 FORT COLLINS, CO 80524  
 PHONE: (970)493-5005 FAX: (970)493-8477

GARNEY COMPANIES INC  
 1700 SWIFT ST  
 NORTH KANSAS CITY, MO 64116

**Rental Invoice**  
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ACCT#: 36394  
 INVOICE DATE: 02/01/2022  
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SALES REP: TYLER PRICE(W-1-637)  
 WRITTEN BY: BARRY HUNT

QTY DESCRIPTION	DAY	WEEK	4WEEK	TOTALS
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**Rental Items**

1	ID NO: 468931 SERIAL NO: 7156844 SMM Tag: 20-P483631 GENERATOR - 20KW - DCA25SSIU4  HRS OUT: 2164.0 CURRENT SMU: 2208.0 Total: 44.0  TRIPLE SHIFT RATES APPLY	\$304.00	\$816.00	\$2,288.00	816.00
1	ID NO: 469903 SERIAL NO: 26201721910207 SUB PUMP - 3" - 3.5HP - 3PH - 2620.17228	\$96.00	\$256.00	\$720.00	256.00
2	ID NO: HOSE3DIS SERIAL NO: HOSE3DIS BULK - HOSE - 3" DISCHARGE - HOSE3DIS	\$8.00	\$32.00	\$96.00	48.00

**Rental Subtotal: 1,120.00**

**Miscellaneous Items**

1	SMM TAX 2%				16.32
1	ENVIRONMENT FEE				16.08

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## WATER LEASE AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_ 2022 (the “Effective Date”), by and between the North Weld County Water District, (“District” or “Lessor”) and Cook Brothers Land, LLC, a Colorado limited liability company (“Lessee”).

### **RECITALS**

**WHEREAS**, Lessor owns one (1) share of the Water Supply and Storage Company (the “Company”) represented by Stock Certificate No 6812 (1 share) (the “Share”); and

**WHEREAS**, Lessee desires to use water attributable to the Share for irrigation of 100 acres of the farm identified as the Cook Brothers Land, LLC farm in Eaton, Weld County (the “Cook Brothers Land (Farm)”); and

**WHEREAS**, the Parties desire to enter into an agreement whereby Lessor shall lease the water from the Share to Lessee and Lessor leases the same from Lessor.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration for the terms and conditions set forth below, the parties agree as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **General Terms**. Lessor agrees to lease to Lessee water attributable to the Share from the Effective Date through, and including, November 15, 2022. The Share and the water attributable to the Share being leased hereunder is hereinafter also referred to as the “Water”. The term of this Agreement shall begin when executed by both Parties and shall end on November 15, 2022.
3. **Lease of Water**. Lessee agrees to use the Water solely for irrigation on the Cook Brothers Land (Farm).
4. **Quantity of Water**. Lessor makes no guarantees or representations regarding the amount of Water available during any year of this Agreement.
5. **Delivery of Water**. Delivery of the Water shall be by the Company and associated lateral companies, if any, and shall be subject to any rules, regulations or requirements of any and all of those companies.
6. **Consideration**. Lessee agrees to pay to Lessor an amount equal to the annual assessment charged by the Company for the Share for 2022, which amount is equal to \$4,500.00. Lessee shall pay this amount regardless of whether Lessee uses the Water.
7. **Payment**. Lessor shall send an invoice to Lessee following receipt of the annual assessments from the Company. All billings shall be done on such forms as designated by Lessor. Payment by Lessee shall be due no later than thirty (30) days after such invoice has been issued. If Lessee does not make the required payment by the due date,

Lessor may give Lessee a notice of default. If Lessee does not cure the default by making full payment within thirty (30) days of receipt of any notice of default, then Lessor, in addition to pursuing any other remedies available to it, may declare this Agreement terminated and cause delivery of water to cease. Any notice of default shall be deemed and considered received by Lessee three (3) days (exclusive of federal holidays and Sundays) after such notice is sent by Lessor to Lessee.

8. **No Rights Conferred.** Except as otherwise provided in this Agreement, the Parties acknowledge that the Share leased hereunder is intended for the present and future use of Lessor. It is further understood and agreed to by the Parties that this Agreement shall confer no rights in such Share upon Lessee, nor shall any future needs Lessee has for water enable Lessee to make claims against Lessor for the Share, or any other water or water rights.
9. **Effective Date.** This Agreement shall be in full force and effect from the Effective Date.
10. **Entire Agreement of the Parties.** This writing constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, negotiations, representations, and understandings of the Parties with respect to the subject matter contained herein.
11. **Amendment.** This Agreement may be amended, modified, changed, or terminated in whole or in part only by written agreement duly authorized and executed by the Parties hereto.
12. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws of the State of Colorado. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms hereof, and that any breach hereof resulting in any recoverable damages shall not thereby cause the termination of any obligations created by this Agreement unless such termination is requested by the Party not in breach hereof.
13. **Failure to Perform Due to Force Majeure.** Subject to the terms and conditions in this Paragraph, no party to this Agreement shall be liable for any delay or failure to perform under this Agreement due solely to conditions or events of force majeure, as that term is specifically defined herein; provided that: A) the non-performing party gives the other party prompt written notice describing the particulars of the occurrence of the force majeure; B) the suspension of performance is of no greater scope and of no longer duration than is required by the force majeure event or condition; and C) the non-performing party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other party describing the actions taken to remedy the consequences of the force majeure event or condition. As used herein force majeure shall mean any delay or failure of a party to perform its obligations under this Agreement caused by events beyond the party's reasonable control, and without the fault or negligence of the party, including, without limitation A) changes in state or federal law or administrative practice concerning water rights administration, water quality or stream

flow requirements, B) changes in state water rights administrative practice concerning the use of the Water through leases to others for use at locations other than by Lessor or under the Lessor system or under the Water Supply and Storage Company system); (C) acts of God, D) sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes, E) sabotage, F) vandalism beyond that which can be reasonably prevented by the party, G) terrorism, H) war, I) riots, J) fire, K) explosion, L) severe cold or hot weather, M) snow, N) extreme weather conditions, O) blockades, P) insurrection, Q) strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group); R) actions by federal, state, municipal, or any other government or agency (including but not limited to, the adoption or change in any rule or regulation or environmental constraint imposed by federal, state or local government bodies) but only if such requirements, actions, or failures to act prevent or delay performance, S) inability, despite due diligence, to obtain required licenses, permits or approvals, and, T) changes of law relating to financial obligations, revenues and budgetary matters concerning Colorado local governments and their enterprises. In the event a force majeure event or condition prevents Lessor from taking actions required hereunder to cause the Company to deliver any of the Water to Lessee, Lessor will not be entitled to any payment for the Water that is not delivered. In no event will any delay or failure of performance caused by any conditions or events of force majeure extend this Agreement beyond its stated term. In the event any delay or failure of performance on the part of the party claiming force majeure continues for an uninterrupted period of more than one hundred twenty (120) days from its occurrence or inception as noticed pursuant to this Paragraph, the party not claiming force majeure may, at any time following the end of such one hundred twenty (120) day period, terminate this Agreement upon written notice to the party claiming force majeure, without further obligation except as to costs and balances incurred prior to the effective date of such termination. **Terms related to the rights of the parties and performance of this Agreement under drought conditions is specifically set forth in paragraph 5 above and is not subject to this paragraph.**

14. **Intent of Agreement.** This Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as Parties, nor to limit in any way the powers and responsibilities of the Parties or any other entity not a party hereto.
15. **Effect of Invalidity.** If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to either party or as to both Parties, the entire Agreement will terminate.
16. **Non-Assignability and No Subleases.** Neither Party may assign its rights nor delegate its duties hereunder without the prior written consent of the other Party. Lessee may not sublease the Share that may be delivered pursuant to this Agreement without the permission of Lessor, which permission Lessor may grant or withhold at its discretion. If Lessee sells the Cook Brothers Land Farm, then Lessee may assign this Agreement to the purchaser of the Cook Brothers Land Farm and such assignment shall be subject to all terms and conditions of this Agreement, specifically including, but not limited to, paragraph 2, which limits the use of the Water to irrigation of the Cook Brothers Land

Farm. An assignment of this Agreement to the purchaser of the Cook Brothers Land Farm will be approved by Lessor; however, in order to be effective, an assignment to the purchaser of the Cook Brothers Land Farm shall be a) in writing, b) contain a statement which clearly states that the assignment is subject to all terms and conditions of this Agreement including specifically stating that the use of the Water is limited to irrigation of the Cook Brothers Land Farm, c) signed by both Lessee and the purchaser of the Cook Brothers Land Farm, d) accompanied by a copy of the deed transferring the Cook Brothers Land Farm from Lessee to the purchaser of the Cook Brothers Land Farm and e) provided to Lessor.

17. **Successors and Assigns.** This Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns if any are allowed. The Parties intend that Lessor shall not incur any liability other than those liabilities directly running to Lessee or its assigns permitted under this Agreement if any. Lessee therefore covenants and agrees to indemnify, save and hold harmless Lessor from all liability, cost or expense of any kind, including Lessor's costs of defense, to any other party, arising in connection with or relating in any way to the execution, delivery or performance of any allowed assignment or any related document by the parties thereto or to the consummation of any transaction in connection with such documents.
18. **Lessor No Responsibility.** Lessor shall have no liability for the failure of the Company or any other ditch or lateral to deliver the Water associated with the Share to Lessee. Lessor makes no representation or warranties regarding the quality of the Water associated with the Share and Lessor shall not be held liable by Lessee for any claims or damages related to the quality of the Water associated with the Share leased hereunder.
19. **Waiver of Breach.** Waiver of breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Agreement.
20. **Multiple Originals.** This Agreement may be simultaneously executed in any number of counterparts, each one of which shall be deemed an original, but all of which constitute one and the same Agreement.
21. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this Agreement.
22. **Notice.** Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this Agreement shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, postage prepaid, to the following:

To Lessor: North Weld County Water District  
P.O. Box 56  
Lucerne, CO 80646

To Lessee: Cook Brothers Land, LLC  
Attn: Brad Cook, Manager  
321 Willow Avenue  
Eaton, CO 8015

Or as to such other addresses as either Party may hereafter from time to time designate by written notice to the other Party in accordance with this paragraph. Notice shall be effective upon receipt.

23. **Commissions and Fees.** Each Party shall be solely responsible for the payment of any and all real estate commissions or other commissions or fees that it incurs with respect to this Agreement.
24. **Governing Law.** This Agreement and its application shall be construed in accordance with the laws of the State of Colorado.
25. **No Attorneys' Fees.** In the event of any litigation, mediation, arbitration or other dispute resolution process arising out of or related to this Agreement each party agrees to be responsible for its own attorneys' and other professional fees, costs and expenses associated with any such proceedings.
26. **No Construction Against Drafter.** This Agreement was drafted by Lessor with review and comment from the attorney for Lessee. Accordingly, the Parties agree the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Agreement.

*[The rest of this page left intentionally blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**COOK BROTHERS LAND, LLC**

---

By: Brad Cook, Manager

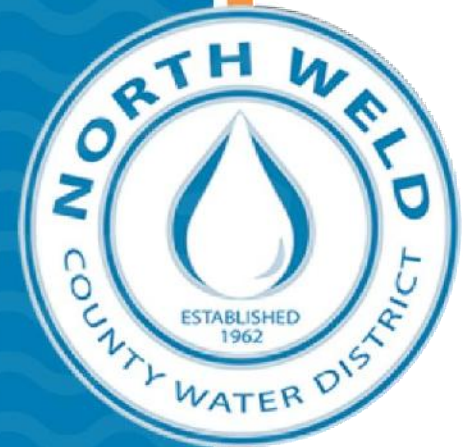
**NORTH WELD COUNTY WATER DISTRICT**

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By: Eric Reckentine, District Manager

# Mid Year 2022 Update

May 23, 2022

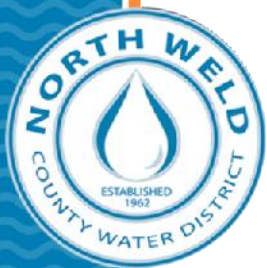




# State of the District

- **Regional Master Plan**
  - Partial Mortarium
  - Demand / Capacity Analysis/ Sales Cap
  - Letter to Wholesale Accounts
- **Capital Improvement Projects**
  - Eaton Pipeline
  - NEWTIII
- **Finances**
  - Mill Levy Scope and Schedule – Slate Presentation
  - Bond Issuance Schedule – Hilltop Presentation
  - Mid Year Rate and PI Adjustments Based on Bond Issuance for CIP
  - Wholesale Accounts Retail Rate Increase
  - Cost Of Service Study – Board Review June 2022





# Regional Master Plan

- **Stantec – Lead Consultant with Support from Providence, Williams and Weiss and Headwaters**

## Scope

- Entire District, All Customer Segment Demand Analysis
  - Starting with Wholesale Accounts
  - Eaton and Windsor on June 2, 2022
  - Model Transfer To Begin May 25, 2022
- Current and Future Capacity Scenarios (Revised Capital Improvement Plan)
  - Current Capacity with 24-inch Distribution Lines
  - Future capacity NEWT III
  - Future Capacity Pressurized NEWT III
  - Second Plant Expansion or Purchase of Capacity
- Develop Zone and Customer Class Capacity Caps –
  - Related to Commercial Customers – Eastern Zones

## Guidance and Direction Requested

- **Participation in Master Plan Mandatory for Future Capacity Sales**
- **Develop WSAs Reflecting These Caps and Stating Master Plan Requirement – Required for WSA Amendments**
- **Prior to Completion of Master Plan – Send Letter to Wholesale Customers Related to Future Plant Investment Sales – Action / Guidance Requested**

## Master Plan Goals

Discussed December 2021  
with All Town Managers  
Projected Amount of Growth  
and Rate of Growth Not  
Sustainable

Model Treatment  
Transmission  
and Distribution Scenarios

Projected Demand/Capacity  
Current and Future

How will Capacity be Allocated  
to each Customer Segment

Develop Limits to Agreements



**TOWN OF SEVERANCE  
POTABLE WATER DISTRIBUTION SYSTEM MASTER PLAN  
CONCEPTUAL NWCWD ASPIT PURCHASE PLAN**

YEAR	ASPIT PURCHASED (EACH)	ASPIT/CSPIT TOTAL (EACH)	MAXIMUM DAY DEMAND BASED ON ASPIT		MAXIMUM ADV (GPY)	COST PER ASPIT <sup>1</sup> (\$)	ASPIT ANNUAL COST (\$)	FUTURE DEVELOPMENT BUILDING PERMITS
			(GPM)	(GPD)				
2021	0	940	940	1,353,600	214,320,000	\$0.00	\$0	N/A
2022	240	1,180	1,180	1,699,200	269,040,000	\$14,812.50	\$3,555,000	N/A
2023	100	1,280	1,280	1,843,200	291,840,000	\$15,256.88	\$1,525,688	160
2024	100	1,380	1,380	1,987,200	314,640,000	\$15,714.58	\$1,571,458	160
2025	100	1,480	1,480	2,131,200	337,440,000	\$16,186.02	\$1,618,602	160
2026	100	1,580	1,580	2,275,200	360,240,000	\$16,671.60	\$1,667,160	160
2027	100	1,680	1,680	2,419,200	383,040,000	\$17,171.75	\$1,717,175	160
2028	100	1,780	1,780	2,563,200	405,840,000	\$17,686.90	\$1,768,690	160
2029	100	1,880	1,880	2,707,200	428,640,000	\$18,217.51	\$1,821,751	160
2030	100	1,980	1,980	2,851,200	451,440,000	\$18,764.03	\$1,876,403	160
2031	100	2,080	2,080	2,995,200	474,240,000	\$19,326.95	\$1,932,695	160
2032	100	2,180	2,180	3,139,200	497,040,000	\$19,906.76	\$1,990,676	160
2033	100	2,280	2,280	3,283,200	519,840,000	\$20,503.96	\$2,050,396	160
2034	100	2,380	2,380	3,427,200	542,640,000	\$21,119.08	\$2,111,908	160
2035	100	2,480	2,480	3,571,200	565,440,000	\$21,752.66	\$2,175,266	160
2036	100	2,580	2,580	3,715,200	588,240,000	\$22,405.24	\$2,240,524	160
2037	100	2,680	2,680	3,859,200	611,040,000	\$23,077.39	\$2,307,739	160
2038	100	2,780	2,780	4,003,200	633,840,000	\$23,769.71	\$2,376,971	160
2039	100	2,880	2,880	4,147,200	656,640,000	\$24,482.81	\$2,448,281	160
2040	100	2,980	2,980	4,291,200	679,440,000	\$25,217.29	\$2,521,729	160
2041	81	3,061	3,061	4,407,840	697,908,000	\$25,973.81	\$2,103,878	130
<b>TOTAL</b>	<b>2,121</b>	<b>3,061</b>	<b>3,061</b>	<b>4,407,840</b>	<b>697,908,000</b>		<b>\$39,278,111</b>	<b>3,016</b>

ASPIT FEE STRUCTURE	
\$13,237.50	BASE FEE
\$1,575.00	DISTANCE FEE
<b>\$14,812.50</b>	<b>TOTAL FEE</b>

3.00%	ASPIT ANNUAL INFLATION <sup>1</sup>
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3,016	PROJECTED BUILDING PERMITS
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Amount of Growth and Rate of Growth NOT sustainable

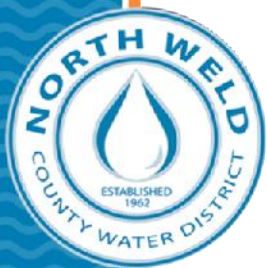
1. District is Being Asked to Continue in Town Development Review Referrals

2. Projections High

3. Master Plan Needs to be Completed

4. Documented in Letter to Towns-Action / Guidance Requested

5. Detrimental Situation for District

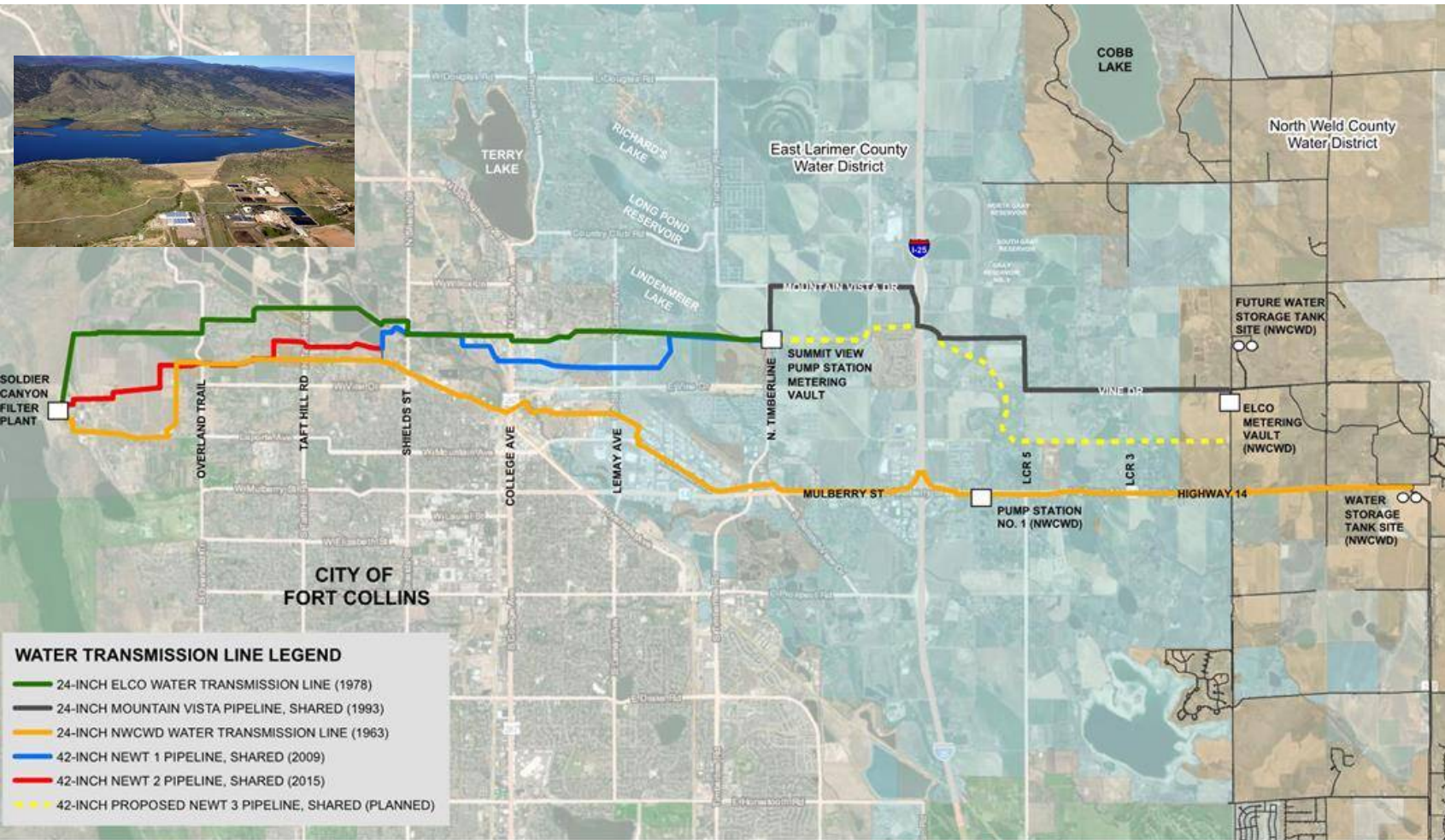


# Capital Improvement Plan

Eleven Large CIP Projects: Interconnects Greeley and FCLWD, Zone 1, Water Acquisition, Back Up Power, Line 1 Replacement, Old Eaton Pipeline, Tank Storage Expansion

Two Discussed

- Eaton Pipeline from Rd 27 to Rd 33
  - One Easement and Two Crossing Agreements to Obtain
  - Bid Package
  - Construction Fall 2022
- NEWT III
  - Fort Collins SPAR Permit Approved
  - Larimer County 1041 Letter and Application
  - Bond Issuance – Hilltop Financial Advisor Schedule for Debt Issuance
    - Goal Bond Revenue by September 2022 for NEWT and CIP
  - CMAR Contractor – Selection Process
  - Easement Acquisition and Tank Site Acquisition



## EXISTING TRANSMISSION SYSTEM

INTEGRATED CONSULTANTS





# Finance Update

- Mill Levy Scope and Schedule – Slate Presentation
- Bond Issuance Schedule – Hilltop Presentation
- Mid Year Rate and PI Adjustments Based on Bond Issuance for CIP Discussion
- Wholesale Accounts Retail Rate Increase – Action/Guidance Requested
- Cost of Service Study – Ready for Board Approval and to be Presented in June 2022



# slate

## COMMUNICATIONS

We are local government communicators. Nothing more, nothing less\*.

\*Okay, maybe a bit more. We're also strategists, storytellers, and kinda nerdy when it comes to local government.



### STRATEGY

Some challenges require perspective from those who have been there before. That's us.



### STORYTELLING

Every community, every decision, every service has a story behind it. We help you tell it.



### PUBLICATIONS

Digital or print, publications consume a lot of staff time and sanity. Let's take it off your plate.



## YOUR CORE SLATE TEAM

# KIM NEWCOMER

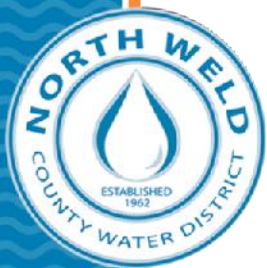
CEO | Founder

Kim brings 24 years of experience in communications and marketing for communities and proven success blending traditional communication tools with progressive engagement techniques. Prior to starting Slate, she worked for the communities of Vail, Durango, and Fort Collins, CO.



slate

5



## YOUR CORE SLATE TEAM

# ANGELA THOMPSON

Communications Strategist

Lacey has more than 10 years of experience in public relations, government communications, content creation, and campaign management. She is passionate about working with local governments and districts and helping them be successful and sustainable.

# MIKE GREENWALD

Art Director  
Leadership Team

Mike has more than 25 years experience specializing in advertising and publication design. He broadened his creative base while working as a Graphic Designer at Nautilus for over eight years and has been a full-time staff member of Slate for eight years.







# SCOPE OF WORK

<b>EXPLORE</b>	<b>\$2,970</b>
Research neighboring water districts and regional ballot initiative successes	
Survey local stakeholders and staff	
Develop "creative brief" summary document	
<b>POSITION</b>	<b>\$6,615</b>
Develop key messaging and campaign concepts	
Gather existing photo and videos for library	
Create content and determine communication tools	
Develop mini-marketing plan	
<b>IMPLEMENT</b>	<b>\$9,315</b>
Revitalize social media accounts and develop content calendar	
Develop content, messaging, and calendar for bill inserts	
Develop newsletter content, messaging and calendar	
Determine print collateral for distribution by BOD and staff	
Create standard powerpoint presentation	
Create website/web presence with information	
<b>CREATE</b>	<b>\$9,450</b>
Graphic design and development of online assets, social media, and print material	
Coordinate earned media effort with regional media	
Coordination of printing and publication	
Coordinate with partner entities (Towns, local Chambers, Dairy Farmers, etc.)	
<b>COST</b>	<b>\$28,350</b>



**North Weld County Water District**  
**Water Enterprise Revenue Bonds, Series 2022**  
**Debt Structuring Comparison**  
 Assumes Market Rates as of May 16, 2022\*

	Scenario 1: Level Debt Service Series 2022		Scenario 2: Wagon Debt Service Series 2022		
<b>Financing Sources Summary</b>					
Par Amount	\$27,495,000	\$27,470,000			
Premium	2,838,836	2,873,289			
Total Sources of Funds	\$30,333,836	\$30,343,289			
<b>Uses of Funds Summary</b>					
Project Fund	\$30,000,000	\$30,000,000			
Cost of Issuance	151,886	150,999			
Underwriter's Discount	137,475	137,350			
Surety Policy	44,475	54,940			
Total Use of Funds	\$30,333,836	\$30,343,289			
<b>Finance Statistics</b>					
Dated Date	9/8/2022	9/8/2022			
Final Maturity	11/1/2042	11/1/2042			
NIC	4.20%	4.28%			
Maximum Annual Debt Service	\$2,223,750	\$3,649,250			
Total Debt Service	\$44,433,394	\$46,354,460			
<b>Annual Debt Service</b>		Scenario 1		Scenario 2	
Year	Existing Debt Service	Series 2022	Aggregate Debt Service	Series 2022	Aggregate Debt Service
2022	2,728,715		2,728,715		2,728,715
2023	2,728,315	2,222,144	4,950,459	1,575,710	4,304,025
2024	1,534,165	2,222,500	3,756,665	2,113,500	3,647,665
2025	1,529,765	2,223,500	3,753,265	2,116,500	3,646,265
2026	1,533,335	2,222,250	3,755,585	2,112,500	3,645,835
2027	1,529,345	2,218,750	3,748,095	2,116,750	3,646,095
2028	1,533,045	2,223,000	3,756,045	2,113,750	3,646,795
2029	1,529,495	2,219,500	3,748,995	2,118,750	3,648,245
2030	1,529,000	2,223,500	3,752,500	2,116,250	3,645,250
2031	1,534,400	2,219,500	3,753,900	2,111,500	3,645,900
2032	1,532,800	2,222,750	3,755,550	2,114,500	3,647,300
2033	1,531,500	2,222,750	3,754,250	2,114,750	3,646,250
2034	1,534,150	2,219,500	3,753,650	2,112,250	3,646,400
2035	1,530,600	2,223,000	3,753,600	2,117,000	3,647,600
2036	1,531,000	2,222,750	3,753,750	2,118,500	3,649,500
2037	1,535,200	2,223,750	3,758,950	2,111,750	3,646,950
2038	1,533,050	2,220,750	3,753,800	2,112,000	3,645,050
2039	1,534,700	2,218,750	3,753,450	2,113,750	3,648,450
2040		2,222,500	3,646,750	3,646,750	3,646,750
2041		2,221,500	3,649,250	3,649,250	3,649,250
2042		2,220,750	3,648,750	3,648,750	3,648,750
Total	\$29,972,580	\$44,433,394	\$74,405,974	\$46,354,460	\$76,327,040

\*Assumes MMD as of May 16, 2022 plus credit spreads. Does not include any additional cushion for interest rate increases.

**NORTH WELD COUNTY WATER DISTRICT**  
**Water Enterprise Revenue Bonds, Series 2022**

Timetable of Events as of May 16, 2022

June							July							August							September						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2		1	2	3	4	5	6				1	2	3	
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
							31																				

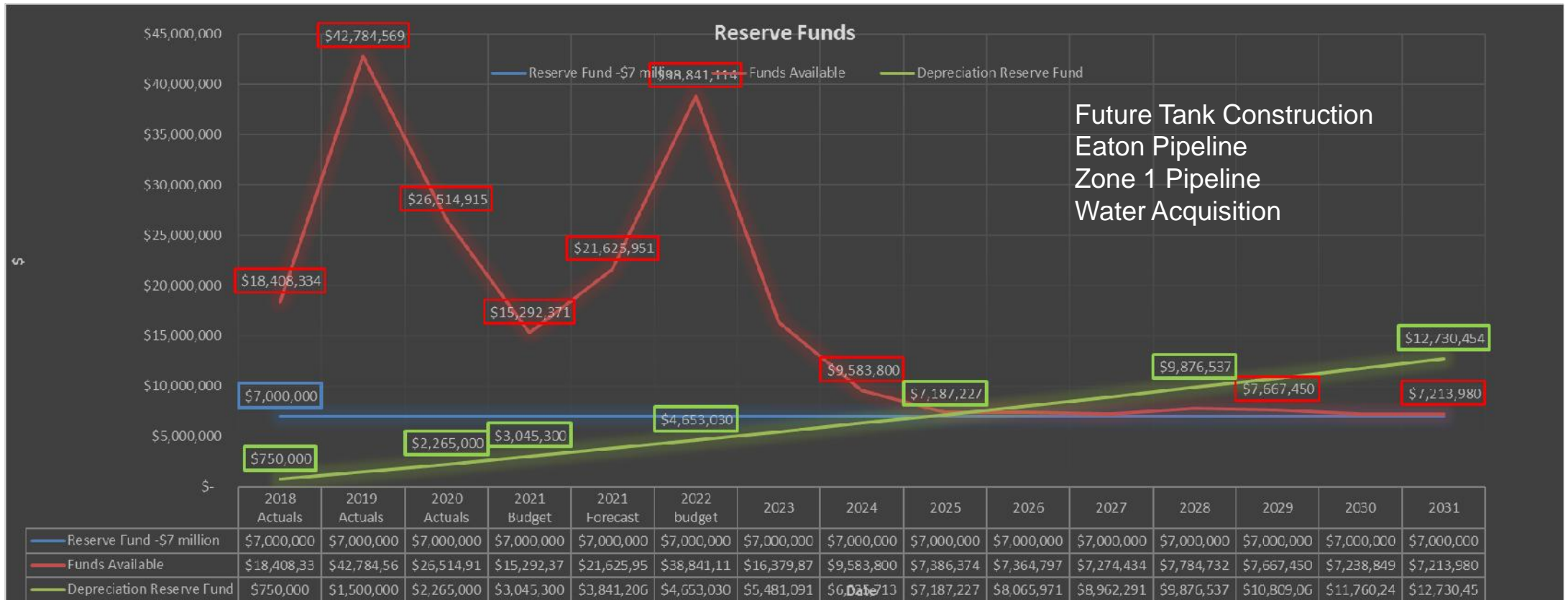
  = Market Holidays  
  = FOMC Meeting Dates

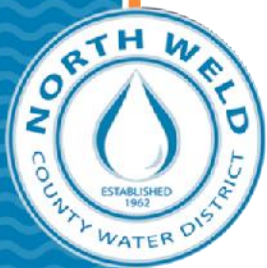
DATE	EVENT
June 24	First Draft of Bond Documents sent to working group
July 6	First draft of POS circulated
July 15	Drafting Session – full Working Group
July 27	Revised drafts of all documents circulated to Working Group Send documents to S&P
August 1	Authorizing Resolution and Documents submitted for Board Packets
August 4/5	Conference Call with S&P
August 8	Regular Meeting of Board of Directors Approval of Resolution
August 17	Rating results received
August 18	Final Comments / Sign off on POS and NOS
August 19	POS and NOS Posted
August 30	Pricing of Bonds
September 8	Closing and Delivery of Proceeds



# Finance Update

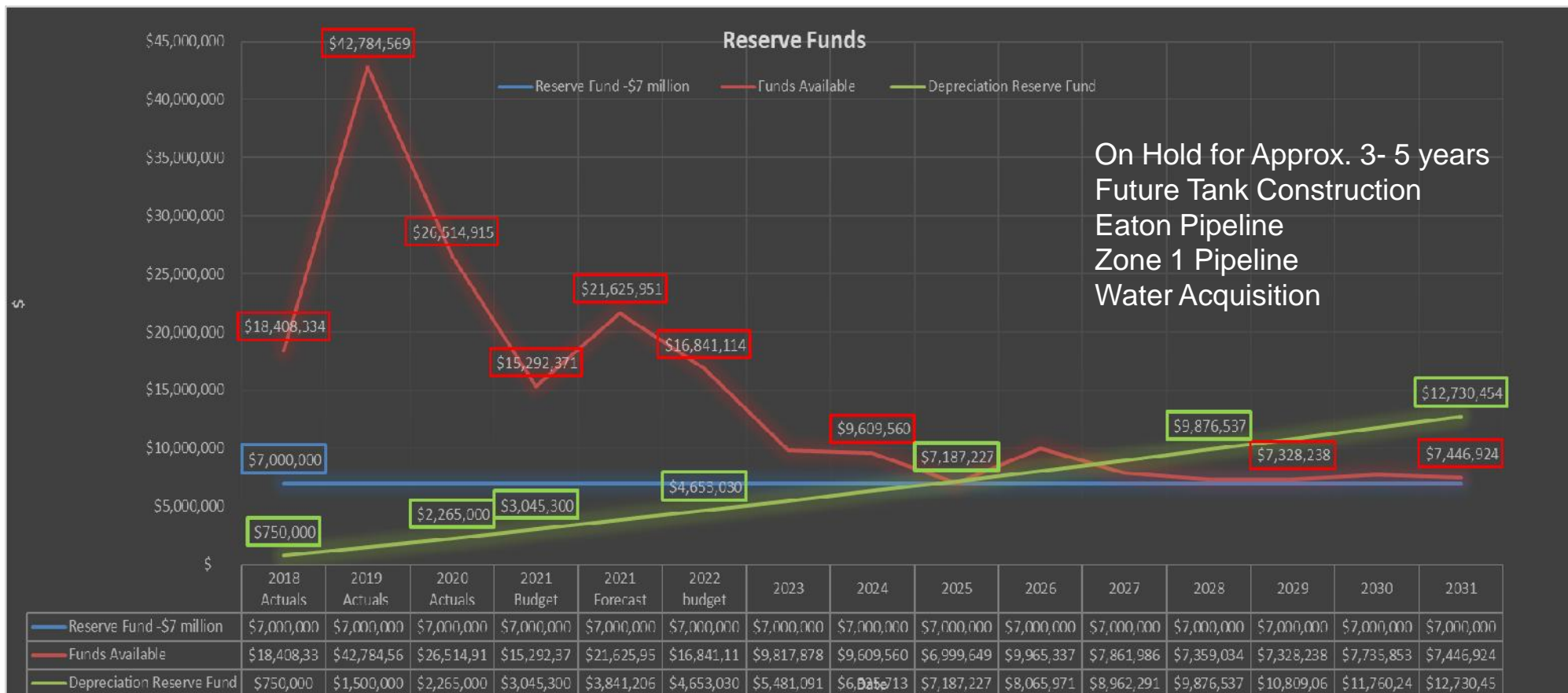
- 2022 Budget with Bond Issuance
  - (Need to Amend Budget 2022, additional projected project costs, actual bond issuance and SCWTA CIP Costs)





# Finance Update

- 2022 Projected Budget with no Bond Issuance – Mid Year Rate and PI Adjustment





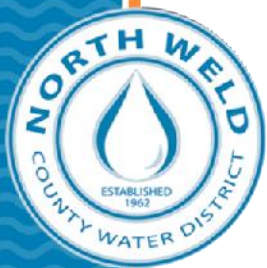
# Finance Update

## Town Customer Storage Requirement Evaluation

NWCWD  
5/12/2022

**Contractual Compliance Issue – Requires Readjustment of Rates**

Town	Year	Historical Demands										Old Agreement Date (3)	New Agreement Date (4)	System Storage, MG				Amount Over/Under Max Day, MG	Compliance With New Criteria?
		Avg Day (1)		Max Day (2)			Peak Hour (2)			Tank 1	Tank 2			Tank 3	Total				
		gpm	MGD	Date	gpm	MGD	PF	Date	gpm	MGD	PF								
Windsor	2018	855	1.23	6/29/2018	1687	2.43	1.97	7/11/2018	1761	2.54	2.06							2.57	
	2019	944	1.36	7/30/2019	2032	2.93	2.15	7/29/2019	2153	3.10	2.28							2.07	
	2020	1138	1.64	6/15/2020	2213	3.19	1.94	6/17/2020	3307	4.76	2.90							1.81	
	2021	1066	1.53	7/21/2021	1987	2.86	1.87	8/30/2021	2689	3.87	2.53	8/12/2013		2.00	3.00		5.00	2.14	Yes
Eaton	2018	541	0.78	7/9/2018	1392	2.00	2.57	6/4/2018	1584	2.28	2.93							2.10	
	2019	520	0.75	8/26/2019	1413	2.04	2.72	8/25/2019	2000	2.88	3.85							2.06	
	2020	561	0.81	7/6/2020	1397	2.01	2.49	6/12/2020	1779	2.56	3.17							2.09	
	2021	543	0.78	6/14/2021	1270	1.83	2.35	6/21/2021	1467	2.11	2.71		10/17/2019	1.50	2.60		4.10	2.27	Yes
Severance	2018	325	0.47	6/11/2018	957	1.38	2.95	6/11/2018	1035	1.49	3.19							-0.38	
	2019	310	0.45	8/26/2019	779	1.12	2.51	8/30/2019	1204	1.73	3.88							-0.12	
	2020	411	0.59	7/12/2020	877	1.26	2.13	8/17/2020	1115	1.61	2.71							-0.26	
	2021	433	0.62	6/16/2021	872	1.26	2.03	6/14/2021	1178	1.70	2.74		3/15/2019	0.50	0.50		1.00	-0.26	No
Ault	2018	154	0.22	6/10/2018	408	0.59	2.65	8/4/2018	499	0.72	3.24							-0.09	
	2019	162	0.23	7/18/2019	429	0.62	2.64	8/1/2019	489	0.70	3.01							-0.12	
	2020	196	0.28	6/16/2020	437	0.63	2.23	8/4/2020	491	0.71	2.51							-0.13	
	2021	193	0.28	6/12/2021	409	0.59	2.10	6/17/2021	561	0.81	2.88	6/25/2001		0.50			0.50	-0.09	No
Pierce	2018	90	0.13	6/14/2018	186	0.27	2.06	6/4/2018	215	0.31	2.51							0.13	
	2019	85	0.12	7/19/2019	176	0.25	2.07	6/4/2019	219	0.32	2.51							0.15	
	2020	96	0.14	7/5/2020	205	0.30	2.15	6/7/2020	214	0.31	2.51							0.10	
	2021	92	0.13	6/17/2021	200	0.29	2.22	7/5/2021	218	0.31	2.41	10/29/2001		0.20	0.20		0.40	0.11	Yes
NCWA	2018	71	0.10	6/10/2018	184	0.27	2.60	7/12/2018	261	0.38	3.69							0.18	
	2019	66	0.10	8/1/2019	181	0.26	2.73	8/26/2019	228	0.33	3.44							0.19	
	2020	80	0.11	7/6/2020	208	0.30	2.61	8/13/2020	234	0.34	2.94							0.15	
	2021	74	0.11	6/23/2021	223	0.32	2.92	7/19/2021	279	0.40	3.65	7/31/2002		0.05	0.15	0.25	0.45	0.13	Yes
Nunn	2018	35	0.05	6/11/2018	79	0.11	2.27	7/13/2018	92	0.13	2.66							0.07	
	2019	35	0.05	8/26/2019	86	0.12	2.43	7/2/2019	129	0.19	3.67							0.06	
	2020	42	0.06	6/6/2020	96	0.14	2.28	6/5/2020	115	0.17	2.72							0.04	
	2021	41	0.06	6/28/2021	79	0.11	1.93	6/10/2021	86	0.12	2.11	8/1/2000		0.18			0.18	0.07	Yes



# Action Items

## Guidance and Direction Requested

### Master Plan

- Participation in Master Plan Mandatory for Future Capacity Sales
- Develop WSAs Reflecting These Caps and Stating Master Plan Requirement – Required for WSA Amendments
- Prior to Completion of Master Plan – Send Letter to Wholesale Customers Related to Future Plant Investment Sales

### CIP

- Larimer County 1041 Process

### Finance

- Begin Wholesale Accounts Retail Rate Increase and Bring to June Board
- Following Bond Issuance Feasibility Provide Revised Budget to Board
- Work With Headwaters and Engineering Consultants – Bring Proposed Mill Levy to Board June
- Approve Slate Scope of Work

To: Eric Reckentine, North Weld County Water District Manager  
From: Tri-Districts Water Resources and Paul Weiss  
Date: May 23, 2022

Re: **2022 Water Supply Projection and Operation Plan**

### **Background Reference Information**

The projection for North Weld's 2022 water supply is based on the following known data and assumptions.

#### **Supply**

- Northern Water allocated an 80% quota, which is slightly above the long-term average.
- North Poudre allocated 2.25 acre-feet per share, which is below the long-term average of 2.6 acre-feet per share.
  - This allocation may be revisited by the North Poudre Board.
- North Weld started the 2022 Water Year on November 1<sup>st</sup> with 2,747 acre-feet in Carryover Storage.
- North Weld plans to rent 500 acre-feet from North Poudre MU water ELCO and Eaton as a pilot program for the North Weld Rental Pool.
- The May 1<sup>st</sup> Northern Water streamflow forecast for the Poudre Basin is 90%. (Northern Water's streamflow forecast will be used in lieu of the NRCS forecast as the NRCS forecasting reporting methodology has changed, and the Northern forecast is deemed more applicable.)

#### **Demand**

- In 2021, North Weld's total demand was 7,291 acre-feet which was an increase of 3.4% from the previous year.
- In Water Year 2022, North Weld's demand from November through April has been 2,880.5 acre-feet which is an increase of 3.4% from the same six-month period last year.

#### **PVP Diversion Limitation**

- During the WY 2021 season, the PVP was available for a total of 206 days from April 9 to October 29 and diverted a total of 2,978 acre-feet to all three Districts.
- The PVP was unavailable due to infrastructure reasons for 25 days (12% of the available days) and for 19 days (9% of the available days) for water quality reasons.
- For comparison, the PVP diversions were 2,431 acre-feet in 2020 and 4,192 acre-feet in 2019.

#### **Projection**

- North Weld's demand is projected to increase by 5% for the remainder of the water year.

- Losses of 15% of the reusable supplies are projected from infrastructure and water quality issues at the PVP.
- North Weld is estimated to have approximately 1,103 acre-feet of supplies remaining at the end of Water Year 2022.

<b>2022 North Weld Projection</b>		
1	<b>Carryover Storage on Nov. 1, 2021</b>	<b>2,747</b>
2	<b>Single Use Supplies</b>	<b>6,982</b>
3	<b>Updated Reusable Supplies</b>	<b>1,433</b>
4	<b>Total Projected Supplies</b>	<b>11,162</b>
5	<b>Projected total 2022 Demand at SCFP</b>	<b>-7,611</b>
6	<b>Projected Diversions to Carryover Storage</b>	<b>-2,448</b>
7	<b>Estimated Supplies Remaining</b>	<b>1,103</b>

Table 1: North Weld Projected 2022 Water Supplies (values in acre-feet)

The attached Appendix A provides the details for each of the categories of water supplies and the demands during 2022.

**Summary**

- North Weld will carefully manage its supplies in 2022 to reach the end of the water year and store a sufficient volume in Carryover Storage to prepare for 2023.

**Water Supply-Drought Formula**

$$\text{Ratio} = (\text{Carryover Supply} + \text{Projected WY Supply} * 0.95) / (\text{Normalized ATP Demand} * 1.10 + \text{RFO})$$

Where:

- Carryover Supply = stored water from previous water year
- Projected WY Supply = expected yield on CBT plus native rights for current water year
- 0.95 = safety factor on supply
- Normalized ATP Demand = expected at-the-plant demand under normal conditions
- 1.10 = dry year demand multiplier



RFO = return flow obligations associated with converted native supplies

1. North Weld's Water Supply Ratio for 2022 is **1.21**.

**Resolution No. 20220314-02: Residential Drought Policy**

- North Weld approved a Residential Drought Policy which allows residential outdoor watering restrictions to be applied its customers depending on the stage of drought.
- Based on the Water Supply Formula, North Weld's 2022 water supply is considered **Adequate** with a Ratio of **1.21**.
- There is no staff recommendation for residential outdoor watering restrictions.

## Appendix A - 2022 North Weld Water Supply Projection

	<u>Beginning of Year Storage Accounts</u>	<u>Shares/Units</u>	<u>Allocation</u>	<u>AF</u>	<u>Comments</u>
1	Carryover CBT			1,762.2	
2	Gravel Pit Storage			584.5	
3	Horsetooth Account			<u>399.9</u>	
4				<b>2,747</b>	
	<b>Subtotal</b>				
	<u>Single Use Supplies</u>				
5	Quota CBT	4,900	80%	3,920	
6	North Poudre MU	835.5	2.25	1,880	
7	CSU Trade			600	Projected amount at end of water year
8	Divide A	47	1.75	82	Projected allocation based on 2021
9	North Weld Rental Pool for Commercial Accounts			<u>500</u>	400 af from ELCO and 100 af from Eaton
10				<b>6,982</b>	
	<b>Subtotal</b>				
	<u>Reusable Supplies</u>				
11	Arthur			184	
12	JR Brown			92	
13	Jackson			88	
14	Sand Creek			100	
15	Tunnel			452	Average of 2017 to 2021
16	WSSC			770	Based on actual WSSC deliveries 2012 to 2021
17				<b>1,686</b>	
18	<b>Loss from PVP Infrastructure &amp; WQ Shutdowns</b>			<b>-253</b>	Assume a loss of 15%
19	<b>Updated Reusable Subtotal</b>			<b>1,433</b>	
20	<b>Total Projected Supplies</b>			<b>11,162</b>	Line 4 + Line 10 + Line 19
	<u>Demand at SCFP</u>				
21	<b>Actual 2022 Demand Nov to Apr</b>			<b>-2,881</b>	Currently 3.4% over 2021
22	<b>Projected 2022 Demand May to Oct</b>			<b>-4,731</b>	2021 values plus 5% (NW was up 3.4% overall in 2021)
23	<b>Projected total 2022 Demand at SCFP</b>			<b>-7,611</b>	
	<u>Diversions to Storage</u>				
24	<b>C-BT Carryover for 2023</b>			<b>-1,938</b>	NW Carryover plus rentals from CSU and WSSC
25	<b>Gravel Pit Storage for RFs, Exchange, and Evap</b>			<b>-400</b>	
26	<b>Horsetooth Account</b>			<b>-110</b>	Replace releases and evap
27	<b>Projected Diversions to Storage</b>			<b>-2,448</b>	
28	<b>Estimated Supplies Remaining</b>			<b>1,103</b>	Line 18 - Line 22 - Line 26
	<u>End of Year Storage Goals</u>				
29	C-BT Carryover for 2023	1,753			
30	Gravel Pit Storage	575			
31	Horsetooth Account	<u>400</u>			
	<b>Subtotal</b>	<b>2,728</b>			

## 2022 North Weld Water-Supply Drought Formula

$$\text{Ratio} = (\text{Carryover Supply} + \text{Projected WY Supply} * 0.95) / (\text{Normalized ATP Demand} * 1.10 + \text{RFO})$$

Where

- Carryover Supply = stored water from previous water year
- Projected WY Supply = expected yield on CBT plus native rights for current water year
- 0.95 = safety factor on supply
- Normalized ATP Demand = expected at-the-plant demand under normal conditions
- 1.10 = dry year demand multiplier
- RFO = return flow obligations associated with converted native supplies

Carryover Supply = 2,162 *removed gravel pit storage, since RFO has already been factored.*  
 Projected WY Supply = 8,416 *this number considers snow pack and expected runoff. This includes the commercial rental pool.*  
 Normalized ATP Demand = 7,611  
 RFO = 0 *RFO already considered in the Projected WY Supply number*

Ratio = 1.21

### Apr-Jul Maximum, Minimum and Most Probable Streamflow Forecasts (1000 af)

Watershed	Forecast Minimum	Most Probable	Forecast Maximum	Apr-Jul Avg <sup>(3)</sup>	Most Prob % Avg
Blue River	163	224	285	283	79%
Upper Colorado River	149	185	230	226	82%
Willow Creek	30	47	64	50	94%
Fraser River	65	92	119	118	78%
Poudre River	133	206	279	230	90%
Big Thompson River	54	84	114	91	92%
St. Vrain River	50	78	106	90	87%
Boulder Creek	35	47	59	54	87%
South Platte Tributaries	--	415	--	465	89%

## WATER LEASE AGREEMENT

THIS WATER LEASE AGREEMENT (“Lease”) is made and entered into this \_\_\_\_ day of May, 2022, by and between EAST LARIMER COUNTY WATER DISTRICT, a Colorado Title 32 Water District (“Lessor”) and NORTH WELD COUNTY WATER DISTRICT, a Colorado Title 32 Water District (hereinafter referred to as “Lessee”).

### R E C I T A L S

A. Pursuant to contracts therefor, Lessor owns certain shares (“shares”) of water in the North Poudre Irrigation Company (NPIC), and hereinafter referred to as “NPIC MU.”

B. Lessee desires to lease 400 acre-feet of NPIC MU water from Lessor for the purpose of using the water derived from such shares, and Lessor is willing to lease such 400 acre-feet of NPIC MU to Lessee for the 2022 water year upon the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

1. Lessor hereby leases to Lessee the equivalent of 400 acre-feet of NPIC MU water (the “shares”) which are owned by and allotted to Lessor. Lessor will transfer the equivalent of 400 acre-feet of NPIC MU to the Lessee’s C-BT account at the Soldier Canyon Water Treatment Plant (Soldier Canyon) for the benefit of the Lessee. Lessee shall pay a per acre-foot lease rate for the total amount of 400 acre-feet per period calculated by the annual NPIC assessments for 2022 divided by the annual allocation for the NPIC Shares. The 2022 assessments were \$180 per share with an allocation of 3.75 acre-feet per share set by the NPIC’s Board of Directors. Accordingly, the 2022 lease rate is  $\$180/3.75$  or \$48 per acre-foot.

The total lease amount payable from Lessee to Lessor shall be \$48 per acre-foot, for a total payment of Nineteen Thousand Two Hundred Dollars (\$19,200) for the water year ending October 31, 2022. Such Lease payment shall be due and paid no later than 30 days after the date that NCWCD issues its written notice that the 400 acre-feet has been credited to Lessee’s C-BT account at the Soldier Canyon Water Treatment Plant and is available for delivery to Lessee in this water year.

Lessee shall pay Rule 11 transfer fees imposed by NCWCD to effectuate this Lease. In 2022, the Rule 11 fee is \$68 per acre-foot. The total Rule 11 fee amount payable from Lessee to NCWCD shall be a total payment of Twenty-seven Thousand Two Hundred Dollars (\$27,200) for the water year ending October 31, 2022. Such Rule 11 payment shall be due and paid no later than 30 days after the date that NCWCD issues its invoice after the end of the water year ending October 31, 2022.

3. Lessor shall timely execute the required “CD-4” transfer card and any additional documents that are required by NCWCD to effectuate the lease of the shares to Lessee for the water year of this Lease and in accordance with the terms of this Lease.

4. This Lease shall commence on the date of execution hereof and shall terminate on October 31, 2022. Lessor shall retain and have the full right and use of any carryover water which may be available under the shares leased from Lessor to Lessee.

5. Lessee shall be responsible at its expense for making beneficial use of the NPIC MU water derived from the shares within the current boundaries of the Northern Colorado Water Conservancy District and shall at all times comply with all NCWCD policies and regulations concerning the shares and use of water therefrom. Lessee acknowledges and shall comply with the limitations regarding the use of water derived from the shares as they pertain to Well Development, as set forth in the rules presently existing and in any amendments or supplements to such rules hereafter issued by NCWCD.

6. Lessee certifies to Lessor that the beneficial use of the water derived from the shares shall be limited to municipal uses. Lessee further certifies to Lessor that said beneficial use of water derived from the shares shall occur in or on:

a. North Weld County Water District service area.

8. Lessor represents that it has full right, power and authority to lease the shares to Lessee as provided in this Lease and to carry out Lessor's obligations under this Lease. Lessee represents that it has full right, power and authority to lease the shares from Lessor as provided in this Lease and to carry out Lessee's obligations under this Lease.

9. All notices, demands, or other documents required or desired to be given, made, or sent to either party under this Lease shall be made in writing, shall be deemed effective upon receipt, and shall be personally delivered, sent by facsimile transmission, or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

East Larimer County Water District  
232 South Link Lane  
Fort Collins, CO 80524

TO LESSEE:

North Weld County Water District  
32825 WCR 39, PO Box 56  
Lucerne, CO 80646

The addresses for notices may be changed by written notice given to the other party as provided above.

8. In the event Lessee breaches any term of this Lease and such breach is not cured within fifteen (15) days of written notice by Lessor, then Lessor at its option may terminate this Lease or pursue an action for specific performance or damages, or both. Lessor's remedies shall be cumulative and shall survive any termination of this Lease. In the event of any dispute or litigation arising under the terms of this Lease to secure or enforce its rights, or in the event of nonperformance by Lessee of any obligation under this Lease, the Lessor, if it prevails in such dispute, shall be entitled, in addition to other damages or costs, to receive from Lessee court costs and reasonable attorneys' fees.

9. This Lease constitutes the entire agreement between the parties. It supersedes any prior agreements or understandings. No amendment or modification of this Lease shall be of any force or effect unless in writing and executed by the parties hereto with the same formality as this Lease.

10. Neither Lessor nor Lessee has used a broker or agent in this lease transaction. Each party shall be solely responsible for any claims of commission arising through such party and shall indemnify the other

party from such claims. This Lease is not intended and shall not be construed to create any debt or multiple fiscal-year obligation of the Lessor.

11. This lease shall not be recorded by either party in the land records of the office of any clerk and recorder.

IN WITNESS WHEREOF, the parties have executed this Lease in duplicate original counterparts the day and the year first above written.

LESSOR:

LESSEE:

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
Title: District Manager

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

## 2022 North Weld Rental Pool Fees - DRAFT

	<u>Rental Source</u>	<u>Volume</u>	<u>Rate</u>	<u>Total</u>
ELCO		400	\$48	\$19,200
Eaton		<u>100</u>	\$48	<u>\$4,800</u>
Total		500		\$24,000

	<u>Rule 11 Fees to Northern Water</u>	<u>Volume</u>	<u>Rate</u>	<u>Total</u>
ELCO		400	\$68	\$27,200
Eaton		<u>100</u>	\$68	<u>\$6,800</u>
Total		500		\$34,000

<b>Total Fees for North Weld to Recover</b>	<b>\$58,000</b>
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<b>Total Cost per Acre-foot</b>	<b>\$116</b>
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## **LEASE OF WATER RIGHTS**

THIS LEASE AGREEMENT (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the Town of Eaton, a municipal corporation of the State of Colorado (“Town”), and the North Weld County Water District, a statutory special district formed under the laws of the State of Colorado and a quasi-municipal corporation (“District”). The Town and the District may collectively be referred to as the “Parties” or individually as a “Party.”

### **RECITALS**

WHEREAS, the Town is the owner of shares of North Poudre Irrigation Company water; and

WHEREAS, the District desires to lease one hundred acre-feet of the Town’s North Poudre Irrigation Company water designated for multi or municipal use (“Water Rights”) for use within the District’s boundaries (“Property”); and

WHEREAS, the Town and the District entered into that certain Amended and Restated Water Service Agreement, dated October 17, 2019 (“Water Agreement”), wherein the District agreed to sell the Town Standard Plant Investment Taps, as defined therein; and

WHEREAS, in addition to payment of the Town’s costs and expenses associated with ownership of the Water Rights, the District desires to commit and agree to, on an annual basis during the term of this Agreement, sell twenty (20) Standard Plant Investment Taps to the Town pursuant to the terms of the Water Agreement; and

WHEREAS, upon the terms and conditions set forth herein, the Town desires to lease the Water Rights to the District.

### **AGREEMENT**

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals:** The Recitals are incorporated herein and made a part hereof.
2. **Term of Agreement:** The term of this Agreement shall be from the Effective Date through March 31, 2023 (“Initial Term”). The Agreement shall automatically renew for two (2) additional one-year terms (“Renewal Terms”) unless, at least ninety (90) days prior to the end of the Initial Term or the first Renewal Term, a Party provides notice to the other Party of the desire to terminate this Agreement. Under all circumstances, this Agreement shall no longer be effective after March 31, 2025.
3. **Consideration:**



- a. Lease Payment. In consideration of the use of the Water Rights, the District shall pay the Town's costs and expenses associated with the ownership of the Water Rights, which include Rule 11 Fees and North Poudre Assessments, as set forth on Exhibit A, attached hereto and incorporated herein by reference, and as may be amended from time to time by the governing authority setting those fees ("Lease Payment"). For the Initial Term, the District shall provide payment to the Town in the amount of Eleven Thousand Six Hundred Dollars (\$11,600) within ten (10) days of the execution of this Agreement. For each Renewal Term, the District shall provide payment to the Town within thirty (30) days of receipt of an invoice from the Town in the amount set forth in such invoice. If the District fails to pay the Lease Payment(s) to the Town when due, the Town, upon written notice to the District, shall be entitled to terminate this Agreement and the District shall thereafter cease using the Water Rights and cease all consumptive use of the water attributable to the Water Rights. If the District does not cease using the Water Rights upon termination, the Town, at its discretion, shall be entitled to, in addition other remedies, take any lawful action to prevent delivery of the Water Rights to the Property.
  
- b. Plant Investment Taps. In further consideration of the use of the Water Rights, the District hereby agrees to sell twenty (20) Standard Plant Investment Taps, along with the corresponding Standard Water Taps, as those terms are defined in the Water Agreement, to the Town per year during the Initial Term and Renewal Terms of this Agreement. The sale shall be made pursuant to the terms of and in accordance with the Water Agreement. If the District fails to sell the Standard Plant Investment Taps to the Town upon request of the Town, the Town, upon written notice to the District, shall be entitled to terminate this Agreement and the District shall thereafter cease using the Water Rights and cease all consumptive use of the water attributable to the Water Rights. If the District does not cease using the Water Rights upon termination, the Town shall be entitled to, at its discretion, in addition to other remedies, take any lawful action to prevent delivery of the Water Rights to the Property. The District recognizes and agrees that the annual sale of the additional Standard Plant Investment Taps will cause an increase in the allowable total maximum annual water delivery volume and peak demand flow that is required to be provided by the District to the Town, as such maximum volume and peak demand flow is calculated in Exhibit A to the Water Agreement.

4. Use of Water Rights: The District shall, during the term of this Agreement, have the use and benefit of the Water Rights for all lawful purposes within District's boundaries. Upon termination of this Agreement, District shall permanently cease using the Water Rights and shall otherwise cease all consumptive use of the water attributable to the Water Rights.

5. Delivery of Water. The District shall be solely responsible for coordinating and receiving the delivery of the Water Rights to the Property.

6. Amendments: Any and all amendments to this Agreement shall be in writing and signed by all Parties.

7. Notice. Any notice required to be provided under this Agreement shall be in writing. Any notice shall be effective when received by the party or parties. All notices shall be by: a) certified mail return receipt requested; b) personal delivery; or c) electronic mail (on the condition of receipt by the intended recipient of the electronic mail) to the Parties at the following addresses or at such other address as the Parties may provide in writing:

To Town: Town of Eaton  
Attn: Town Administrator  
223 1<sup>st</sup> Street  
Eaton, CO 80615  
Email: [wesley@eatonco.org](mailto:wesley@eatonco.org)

To District: North Weld County Water District  
Attention: District Manager  
32825 Weld CR 39  
P.O. Box 56  
Lucerne, CO 80646  
Telephone: (970) 356-3020  
E-mail: [ericr@nwcwd.org](mailto:ericr@nwcwd.org)

8. Indemnification. The District agrees to indemnify, protect, defend and save harmless the Town from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, reasonable attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against the Town, relating to or arising from the use of the Water Rights in a manner inconsistent with this Agreement or the historic consumptive use of the Water Rights or in an otherwise unlawful manner

9. No Presumption. The Parties acknowledge that each has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement and that the entry into and execution of this Agreement is its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.

10. Costs and Attorney Fees. In the event the Town is required to commence legal action against the District to enforce the provisions of this Agreement, the court shall award to the Town, if the prevailing party, all reasonable costs and expenses, including attorney's fees.

11. Governing Law and Venue. The terms of this Agreement shall be governed by and construed in accordance with Colorado law. Venue for any claim, proceeding or action arising out of this Agreement shall be in the County of Weld, State of Colorado.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements or understandings.

13. Assignment: The District may not assign this Agreement without the prior written consent of the Town.

14. Successors. This Agreement shall be binding on and shall inure to the benefit of the Parties' heirs, successors or assigns.

15. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

TOWN OF EATON, COLORADO

ATTEST:

By: \_\_\_\_\_  
Margaret Jane Winter, Town Clerk

By: \_\_\_\_\_  
Wesley LaVanchy, Interim Town Administrator

NORTH WELD COUNTY WATER DISTRICT

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_, District Secretary

By: \_\_\_\_\_  
Name:  
Title:

# TRI-DISTRICTS

## East Larimer County ~ Fort Collins Loveland ~ North Weld County Water Districts

To: Eric Reckentine, North Weld County Water District General Manager  
From: Tri-Districts Water Resources and Scott Holwick  
Date: May 23, 2022

Re: **Case No. 22CW3042 – City of Greeley WSSC Change of Water Rights, Plan for Augmentation and Water Exchange Project Application**

### **Issue**

The City of Greeley (Greeley) filed a water court application to: (1) change 23.917 Water Supply and Storage (WSSC) shares to municipal uses; (2) appropriate a conditional water right to replace its return flow obligations from the WSSC change; and (3) obtain approval for a plan for augmentation, which includes appropriating a water exchange project in Larimer and Weld Counties.

### **Background**

- A copy of the application is attached.
- For its historic consumptive use analysis, Greeley identified 16 WSSC shares as parcel-specific and 7.917 WSSC shares as systemwide.
- Greeley is an opposer in North Weld's WSSC change application.

### **Impact to North Weld**

There are several components of Greeley's application that will require thorough review by legal counsel, outside consultants, and Water Resources to identify any potential impacts and to prevent injury to North Weld.

1. The change of use of the WSSC shares must follow the same template used by North Weld and other municipal water providers.
2. The proposed exchange reach is also used by North Weld to move changed water rights upstream to the Munroe Canal for municipal use by exchange or as an alternate point of diversion (APOD).
3. Greeley's augmentation plan (including water exchange project) proposes to operate a plan for augmentation to replace return flows from the native portion of the WSSC shares.
4. Greeley proposes to replace some of the return flows downstream from the location where they are owed using the water exchange project, which is an operation that needs to be reviewed.
5. Greeley is claiming a new conditional water right to be used to replace return flows when it is priority.
6. Additional information on the scope and impact of this change of water rights application will be learned during the water court process for this application.

**Recommendation**

Water Resources and legal counsel recommend filing a statement of opposition to this water court application to identify any potential impacts and to prevent injury to North Weld's existing senior diversions, exchanges, and its ownership in WSSC.

**Motion for approval**

Water Resources staff and legal counsel are directed to file a statement of opposition to Case No. 22CW3042 and take the steps necessary to protect North Weld's water rights and operations.

**22CW3042 CITY OF GREELEY, ACTING BY AND THROUGH ITS WATER AND SEWER BOARD (“Greeley”) APPLICATION FOR CHANGE OF WATER RIGHTS, APPROPRIATION OF RETURN FLOWS, CONDITIONAL WATER RIGHT, AND PLAN FOR AUGMENTATION INCLUDING WATER EXCHANGE PROJECT IN LARIMER AND WELD COUNTIES.** Please send all correspondence to Carolyn F. Burr, Esq., James M. Noble, Esq., Jens Jensen, Esq. 1401 Lawrence Street, Suite 1800, Denver, Colorado, (303) 830-2500. cburr@wsmtlaw.com; jnoble@wsmtlaw.com; jjensen@wsmtlaw.com. Daniel J. Biwer, Esq., Greeley City Attorneys Office, 1100 – 10th Street, Suite 401, Greeley, Colorado 80631 (970) 350-9757, daniel.biwer@greeleygov.com. 1. Name and address of Applicant: City of Greeley, acting by and through its Water and Sewer Board (“Greeley”) c/o Jennifer Petrzelka, Water Resources Operations Manager 1001 11th Avenue, Second Floor, Greeley, Colorado 80631 (970) 350-9811, Jennifer.petrzelka@greeleygov.com. 2. General Description of the Application. By this Application, Greeley seeks to change the use of water rights associated with 23.917 shares (the “Subject Shares”) in the Water Supply and Storage Company (“WSSC”), out of 600 outstanding shares. Greeley seeks to change the use of the Subject Shares from irrigation to municipal, augmentation, and other uses, including irrigation, as further described below. Greeley also seeks a plan for augmentation and water exchange project for the replacement of return flows from the native portion of the Subject Shares, and an appropriation of such return flows. Greeley also seeks a conditional direct flow water right for replacement of return flows. Greeley is not required to maintain return flows from the historical use of the transmountain component of the Subject Shares. This application for a change of the Subject Shares is subject to the terms of the “Agreement between The Water Supply and Storage Company and the City of Greeley,” dated April 30, 2010, and any subsequent amendments thereto (the “WSSC/Greeley Contract”). **APPLICATION FOR CHANGE OF WATER RIGHT FOR SUBJECT SHARES.** 3. Decreed water rights for which change is sought: A. Name of Structures: The structures used to divert and use the Subject Shares include those numerous structures operated by WSSC, and all the ditches, reservoirs, and related structures associated with WSSC, collectively referred to herein as the “WSSC System.” These structures include the Larimer County Canal, which diverts water from the Cache la Poudre River in the SW 1/4, Section 13, Township 8 North, Range 70 West, 6th P.M. In addition to the Larimer County Canal, WSSC operates reservoirs, transmountain ditches, a transmountain tunnel, and other structures. These structures are generally described in the table attached as **Exhibit A. B. Original and All Relevant Subsequent Decrees.** i. The

decreed water rights of WSSC are listed in the table attached as **Exhibit A**. See the decrees listed for more detailed descriptions of the water rights associated with WSSC. ii. Previously, other shares of WSSC have been changed by the City of Thornton, North Weld County Water District (“North Weld”), East Larimer County Water District (“ELCO”), the City of Fort Collins, and Greeley in the following cases: Case No.: 86CW401 et al.; Decree date: March 9, 1998; Applicant: Thornton; No. of Shares: 283.354. Case No. 03CW421; Decree date: April 30, 2012; Applicant: North Weld; No. of Shares: 7.750. Case No. 03CW422; Decree date: June 8, 2011; Applicant: ELCO; No. of Shares: 22.3. Case No. 07CW190; Decree date: November 7, 2015; Applicant: Greeley; No. of Shares: 22.5. Case No. 11CW265; Decree date: July 17, 2015; Applicant: Fort Collins; No. of Shares: 26,667. Case No. 17CW3057; Decree date: September 25, 2020; Applicant: North Weld; No. of Shares: 4.75. Case No. 18CW3076; Decree date: September 23, 2020; Applicant: ELCO; No. of Shares: 9.525. Total: 376.846. C. Legal Descriptions of Structures. The legal descriptions of the structures that are part of the WSSC System are included in **Exhibit A**, and further described in the underlying decrees referenced therein. The general locations of the WSSC structures are also shown on the maps attached as **Exhibits B-1 and B-2**. D. Decreed Sources of Water. The decreed sources of water for the water rights of the WSSC System are described in the table attached as **Exhibit A**. The sources of water for the WSSC System generally include the Cache la Poudre River and certain tributaries thereto, the Laramie River and certain tributaries thereto, the Michigan River, and the Colorado River. WSSC also owns shares in the Jackson Ditch Company. Additionally, WSSC holds an interest in units of the Northern Colorado Water Conservancy District (“Northern”) Colorado-Big Thompson Project (“CBT Units”). WSSC delivers water from such CBT Units to its shareholders pursuant to an allotment contract, as well as leased CBT Units. By this Application, Greeley does not seek any change of water rights associated with WSSC’s Jackson Ditch Company shares, or for WSSC’s CBT Units. Greeley does intend to use its proportionate share of CBT Units owned or leased by WSSC for irrigation within the WSSC System, for municipal purposes in Greeley’s service area, which is within Northern’s district boundaries, or for other purposes within Northern’s district boundaries, subject to all applicable approval requirements. E. Appropriation Dates and Total Amounts Decreed to Structures. The appropriation dates and total amounts decreed to each structure are listed in the table attached as **Exhibit A**. F. Decreed Uses. The water rights described in **Exhibit A** were decreed for irrigation of lands within the WSSC System, as further provided in the decrees listed in **Exhibit A**. G. Amount of Water that Applicant Intends to Change. Greeley intends to change the use of its water rights associated with the Subject Shares, as further described below. 4. Detailed Description of Proposed Change: A. Historical Use: Water associated with 16 of the Subject Shares has historically been used to irrigate 13 farms under the WSSC System. Water associated with the remaining 7.917 Subject Shares was used in numerous places under the WSSC System. The 13 farms and the respective number of shares associated with each are as follows: i. Holcim Farm: 0.75 share was historically used to irrigate property in Sections 8, 9, 17, and 21, Township 8 North, Range 69 West, 6th P.M., Larimer County, Colorado. ii. Greenwald Farm: 0.75 share was historically used to irrigate property in the NE 1/4 Section 11, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado. iii. Felte Farm: 2 shares were historically used to irrigate property in the SE 1/4 of Section 25, Township 7 North, Range 67 West and in the SW 1/4 of Section 30, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. iv. Balmer Farm: 2 shares were historically used to irrigate property in the E 1/4 Section 4, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. v. Hughes Farm: 1 share was historically used to irrigate property in the SE 1/4, Section 9, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. vi. Henry Farm: 1 share was historically used to irrigate property in the S 1/2 NE 1/4, Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. vii. Laws Farm: 1 to 1.5 shares were historically used to irrigate property in the SW 1/4, Section 15, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. viii. McWilliams Farm: 0.5 share was historically used to irrigate property in the SE 1/4, Section 16, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. ix. Seward Farm: 0.5 share was historically used to irrigate property in the E 1/2 NW 1/4, Section 21, Township 7 North, Range 66 West of the 6th P.M. in Weld County, Colorado. x. Isakson Farm: 1.5 shares were historically used to irrigate property in the NE 1/4, Section 26, Township 8 North, Range 66 West of the 6th P.M. in Weld County,

Colorado. xi. Varra Farm: 2 shares were historically used to irrigate property in the NE 1/4, Section 28, Township 8 North, Range 65 West of the 6th P.M. in Weld County, Colorado. xii. Rusch Farm: 1 share was historically used to irrigate property in the SE 1/4, Section 3, Township 7 North, Range 65 West of the 6th P.M. in Weld County, Colorado. xiii. Yetter Farm: 2 shares were historically used to irrigate property in the SE 1/4, Section 29, Township 8 North, Range 65 West of the 6th P.M. in Weld County, Colorado. A map showing the approximate location of the historical use of the shares used on the above-described farms is attached hereto as **Exhibit C**. B. Claim for Change of Point of Diversion: Greeley seeks approval to divert and/or redivert and take delivery of the Subject Shares for direct use or for storage, for the uses described below, into the diversion structures listed below, as such structures may exist or in the future be constructed or enlarged from time to time, in addition to the currently decreed points of diversion and storage. No change in the decreed points of diversion for the transmountain water rights associated with the Subject Shares is sought herein. Greeley acknowledges that the entry of any decree in this case shall not grant any rights to Greeley to divert water at structures in which Greeley currently has no ownership interest or other right of use. Prior to use of any such structures, Greeley shall obtain the necessary use rights from the owners or controllers of the structures. i. The New Mercer Ditch, the headgate of which is located on the south side of the Cache la Poudre River, approximately one mile above the town of Laporte, in the SW 1/4 SW 1/4, Section 29, Township 8 North, Range 69 West of the 6th P.M., in Larimer County, Colorado, at a place called Point of Rocks. ii. The Larimer County Canal No. 2, the headgate of which is located on the south side of the Cache la Poudre River approximately one mile above the Town of Laporte, in the SW 1/4 SW 1/4, Section 29, Township 8 North, Range 69 West of the 6th P.M., in Larimer County, Colorado, at a place called Point of Rocks. iii. The Overland Trail Diversion Structure, with a point of diversion located on the south side of the Cache la Poudre River at a point 2,400 feet west and 1,500 feet north of the SE corner, Section 33, Township 8 North, Range 69 West of the 6th P.M., in Larimer County, Colorado. iv. The Munroe Gravity Canal, a/k/a North Poudre Supply Canal, the headgate of which is located on the east bank of the Cache la Poudre River in the SW 1/4, NE 1/4, Section 5, Township 8 North, Range 70 West of the 6th P.M., in Larimer County, Colorado, at a point whence the Southeast corner of said Section 5 bears South 37°27'30" East 3,647.5 feet. Water diverted into and carried by the Munroe Gravity Canal is then diverted through the Pleasant Valley Pipeline. The Pleasant Valley Pipeline begins on the South bank of the Munroe Gravity Canal in the SW 1/4 SE 1/4, Section 3, Township 8 North, Range 70 West, at a point 1950 feet west and 320 feet north of the SE corner of Section 3, Township 8 North, Range 70 West, and extends generally southward to the Soldier Canyon Filter Plant, located in the NE 1/4 of Section 7, Township 7 North, Range 69 West. Water diverted through the Pleasant Valley Pipeline may be delivered to the Soldier Canyon Filter Plant or the Greeley Bellvue Water Treatment Plant. v. Fort Collins Pipeline Intake, located in the SE 1/4, Section 32, Township 9 North, Range 70 West of the 6th P.M., in Larimer County, Colorado, being more particularly described as follows: considering the East line of said SE 1/4 as bearing N 7°49'9" E, and with all bearings contained therein relative thereto; commencing at the SE Corner of said Section 32: thence N 4°32'46" E 1,335.13 feet to the center of said pipeline intake. The Fort Collins Pipeline intake point of diversion will be used to convey water to (i) the Fort Collins Water Treatment Facility using the existing Fort Collins Pipeline; and (ii) the Milton Seaman Reservoir Enlargement, a proposed enlargement of the existing Milton Seaman Reservoir, as is more particularly described in Paragraph 4(B)(xiv) below, using a new structure to be constructed at the existing diversion for the Fort Collins Pipeline. vi. City of Greeley Pipeline (a.k.a. Greeley Filters Pipeline), the point of diversion for which is at the NE abutment of the City of Greeley Pipeline Diversion Dam located approximately 1,825 feet South and 1,955 feet West of the NE Corner of Section 15, Township 8 North, Range 70 West of the 6th P.M., in Larimer County, Colorado. The Greeley Pipeline Diversion Dam is located in the SW 1/4 NE 1/4 SW 1/4 NE 1/4, Section 15, Township 8 North, Range 70 West. The pipeline takes its supply from the Cache la Poudre River. vii. Larimer County Canal, located on the north bank of the Cache la Poudre River at a point 610 feet North and 1,540 feet East of the SW Corner, Section 13, Township 8 North, Range 70 West of the 6th P.M., in Larimer County, Colorado. viii. Poudre Valley Canal, located 1,020 feet North and 160 feet East of the SW Corner, Section 10, Township 8 North, Range 70 West of the 6th P.M., in Larimer County, Colorado. ix. Grey Mountain Diversion, a proposed diversion to



be located at the Grey Mountain Dam axis in Section 9, Township 8 North, Range 70 West of the 6th P.M., in Larimer County, Colorado, being more particularly described as follows: Considering the West line of the NE 1/4 of said Section 9 as bearing S 00°28'33" E as determined by solar observation, and with all bearings contained herein relative thereto: beginning at the SW Corner of the NE 1/4 of said Section 9; thence S 27°19'28" E 502.44 feet to a point on the centerline of said dam with axis bearing N 87°32'26" E, said point also being at the intersection of the centerline of the Cache la Poudre River Channel. x. Jackson Ditch, also sometimes called the Dry Creek Ditch, located 1,742 feet North and 1,003 feet East of the SW Corner of Section 30, Township 8 North, Range 69 West of the 6th P.M., in Larimer County, Colorado. xi. Larimer & Weld Canal (a.k.a. the Eaton Ditch), located on the east bank of the Cache la Poudre River at a point 460 feet North and 2,150 feet East of the SW Corner, Section 34, Township 8 North, Range 69 West of the 6th P.M., in Larimer County, Colorado. xii. New Cache la Poudre Irrigating Company Canal (a.k.a. Greeley No. 2 Canal), the headgate of which is located in the SW 1/4, SE 1/4, NE 1/4, Section 11, Township 6 North, Range 68 West, located approximately 2,550 feet South and 1,110 feet West of the NE Corner of said Section 11 of the 6th P.M., in Larimer County, Colorado. xiii. Fossil Creek Inlet Ditch, located near the NW 1/4 SW 1/4, Section 21, Township 7 North, Range 68 West, of the 6th P.M., in Larimer County, Colorado, as decreed in Civil Action No. 1591. The source of supply is from the Cache la Poudre River. Water will be diverted through the Fossil Creek Inlet Ditch to Fossil Creek Reservoir, which location is described in Paragraph 4(C)(viii) below. xiv. Milton Seaman Reservoir, as the same may be enlarged. The decreed location of Milton Seaman Reservoir is upon Sections 33 and 28, Township 9 North, Range 70 West of the 6th P.M., in Larimer County, Colorado. The Milton Seaman Reservoir Dam is presently located in the SW 1/4, NE 1/4 and SE 1/4, NW 1/4, Section 33, Township 9 North, Range 70 West, taking its supply of water from the North Fork of the Cache la Poudre River and its tributaries. xv. Halligan Reservoir, as the same may be enlarged. The decreed location of Halligan Reservoir is upon portions of Sections 28, 29, 32, 33 and 34, Township 11 North, Range 71 West of the 6th P.M., in Larimer County, Colorado, taking its supply of water from the North Fork of the Cache la Poudre River and its tributaries originating upstream of the Halligan Dam. xvi. Barnes Meadow Reservoir, the decreed location of which is upon the SW 1/4 SW 1/4, SE 1/4 SW 1/4, NE 1/4 SW 1/4, S 1/2 SE 1/4 of Section 5, and the N 1/2 NE 1/4 of Section 8, all in Township 7 North, Range 75 West of the 6th P.M., in Larimer County, Colorado, taking its supply of water from Trap Creek, Barnes Meadow Creek, Joe Wright Creek and natural drainage tributary to the Cache la Poudre River. xvii. Peterson Lake Reservoir, the decreed location of which is upon the N 1/2 SE 1/4, the S 1/2 SE 1/4, Section 22, and the NE 1/4, Section 27, the SW 1/4 SW 1/4 of Section 23, and the NW 1/4 of Section 26, all in Township 7 North, Range 75 West of the 6th P.M., in Larimer County, Colorado, with its inlet gate in the dam in the NW 1/4 SE 1/4 of Section 22, Township 7 North, Range 75 West, taking its supply of water from an unnamed tributary of the Big South Fork of the Cache la Poudre River and other tributaries thereof. xviii. Rockwell Reservoir, the decreed location of which is in Sections 25 and 36, Township 8 North, Range 73 West of the 6th P.M., in Larimer County, Colorado, with the dam to be located in the SE 1/4 SE 1/4 of Section 25, Township 8 North, Range 73 West, taking its supply from the South Fork of the Cache la Poudre River. xix. The Greeley No. 3 Canal: A diversion structure the decreed location for which is on the South side of the Cache la Poudre River in the Southeast quarter of Section 32, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, at a point 35 degrees 30 minutes West from the Southeast corner of said Section 32. xx. The Boyd and Freeman Ditch: A diversion structure the decreed location for which is on the South side of the Cache la Poudre River in Section 34, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado. xxi. Star Pit Diversion No. 1: A diversion structure that diverts water from the north bank of the Cache la Poudre River in the SE 1/4 of the SW 1/4 of Section 26, Township 6 North, Range 66 West of the 6th P.M., in Weld County, Colorado, approximately 1,730 feet east of the West Section Line of said Section 26 and approximately 75 feet north of the South Section line of said Section 26. C. Claim for Alternate Places of Storage: Greeley seeks approval to store the water diverted pursuant to the Subject Shares prior to subsequent beneficial use, in addition to the existing direct flow use. The Subject Shares may be stored in any reservoir to which Greeley currently possesses or may in the future acquire rights to use, subject to any requirements of the WSSC/Greeley Contract, including but not limited to: i. Overland Trail Reservoirs,

which will be a series of lined gravel pits to be located in parts of the SE 1/4 Section 32, the S 1/2 Section 33, Township 8 North, Range 69 West, and the N 1/2 of Section 4 and the E 1/2 of the NW 1/4, the SW 1/4 of the NE 1/4, and the NW 1/4 of the SE 1/4 of Section 3, Township 7 North, Range 69 West of the 6th P.M., Larimer County, Colorado. The reservoirs may be hydraulically connected, so that they can be administered as one reservoir. ii. Glade Reservoir, an off-channel reservoir to be located beginning at a point, which is the terminal point of the dam's left abutment, from which the SW Corner of Section 12, Township 8 North, Range 70 West bears N 88°14'55" W a distance of 1,879.6 feet West of the 6th P.M., Larimer County, Colorado. From said point, the axis of the dam bears N 65°04'43" W a distance of 729.9 feet to a point on the dam axis. From said point, the axis of the dam bears N 14°49'34" W a distance of 1,021.7 feet to a point on the dam axis. From said point, the axis of the dam bears N 21°39'51" W a distance of 3,383.8 feet to the terminal point of the dam's right abutment. The proposed Glade Dam and Reservoir will inundate portions of the NW and SW Quarters of Sections 19, 30 and 31, Township 9 North, Range 69 West; the NW and SW Quarters of Section 6 and the NW 1/4 of Section 7, Township 8 North, Range 69 West; the SE 1/4 of Section 24, the NE, SE and SW Quarters of Section 25 and all Quarters of Section 36, Township 9 North, Range 70 West; and all Quarters of Section 1, the NE and SE Quarters of Section 2, the NE and SE Quarters of Section 11, all Quarters of Section 12, and the NW 1/4 of Section 13, Township 8 North, Range 70 West. The source of supply is from the Cache la Poudre River. iii. Milton Seaman Reservoir, as the same may be enlarged, described in Paragraph 4(B)(xiv) above. iv. Halligan Reservoir, as the same may be enlarged, described in Paragraph 4(B)(xv) above. v. Barnes Meadow Reservoir, described in Paragraph 4(B)(xvi) above. vi. Peterson Lake Reservoir, described in Paragraph 4(B)(xvii) above. vii. Rockwell Reservoir, described in Paragraph 4(B)(xviii) above. viii. Fossil Creek Reservoir, located in portions of Section 9, 10, 15, 16 and 17, Township 6 North, Range 68 West. ix. Terry Ranch Aquifer Storage and Recovery Project, an underground storage project in the Upper Laramie Aquifer, to be generally located in Townships 11 and 12 North, Range 67 West, Weld County, Colorado, and includes locations where Greeley currently has rights to inject and withdraw water, and additional locations where Greeley may acquire the right to conduct aquifer storage and recovery operations in that vicinity. x. Star Pit Reservoir, an off-channel reservoir located in the S 1/2 of Section 26, Township 6 North, Range 66 West. The source of supply is from the Cache la Poudre River. xi. Flatiron Reservoir Nos. 1-5, Flatiron Reservoir Nos. 1 and 2 (a.k.a. Poudre Ponds) are constructed and Flatiron Reservoir Nos. 3-5 are to be constructed in parts of Section 36, Township 6 North, Range 66 West. The source of supply is the Cache la Poudre River.

D. Claim for Change of Place of Use: Greeley seeks approval to change the place of use of the Subject Shares to include, in addition to the currently decreed place of use for irrigation purposes, the Greeley service area, as it now exists or may from time to time be expanded, and to serve users with whom Greeley has contracts to deliver water from its water system. E. Claim for Change of Purpose of Use: Greeley seeks approval to change the purpose of use of the Subject Shares to include, in addition to the original irrigation use, all municipal uses and related uses, including, but not limited to, domestic, irrigation, watering of lawns, parks and grounds, commercial, industrial, mechanical, manufacturing, fire protection, sewage treatment, power generation, street sprinkling, recreational, fish and wildlife propagation, replacement of lake and reservoir evaporation, and maintenance of adequate storage reserves. Additionally, Greeley seeks approval to use the Subject Shares for maintenance of historical return flows as required by judicial or administrative order, as well as replacement, augmentation, and substitution uses. Greeley seeks the right to fully consume such water by direct use, exchange, by storage and subsequent release, reuse, successive use, further exchange or disposition. The Subject Shares may be used as a source of substitute supply for the exchange claimed in this case, along with the exchanges decreed in Case Nos. 99CW231, 99CW234, 00CW251, 05CW326, and 07CW190. Greeley claims the right to use seepage credit from irrigation or municipal use of the transmountain portion of the Subject Shares, and ground water return flow credits from the irrigation or municipal use of the Subject Shares, exclusive of any Jackson Ditch and CBT water component thereof. F. Replacement of Return Flows: When the Subject Shares are used for the changed purposes sought in this case, Greeley will replace return flows from the native portion of the Subject Shares in time, location and amount from any sources legally available to Greeley, including those described in Paragraph 6 below, as required to protect other water rights from injury. Greeley is not required to maintain

return flows from the historical use of the transbasin component of the Subject Shares, as provided in *City of Thornton v. Bijou Irrigation Co.*, 926 P.2d 1, 68 (Colo. 1996). **APPLICATION FOR PLAN FOR AUGMENTATION INCLUDING WATER EXCHANGE PROJECT. 5. Overview of Plan for Augmentation Including Water Exchange Project.** Greeley will operate a plan for augmentation to replace return flows from the native portion of the Subject Shares. Some of the sources of water to be used for replacement of return flows from the native portion of the Subject Shares may be delivered to the stream downstream of the location where the return flows are owed. At times when the proposed Water Exchange Project is in priority and the replacement sources can be delivered at such downstream locations without injury to intervening water users, Greeley proposes to operate the Water Exchange Project to satisfy return flow obligations. At times when the Water Exchange Project is not in priority, then Greeley will replace return flows pursuant to the plan for augmentation upstream of the calling water right. A map showing the structures and exchange reaches is attached hereto as **Exhibit D. 6. Sources of Supply to be Used for Replacement for Plan for Augmentation Including Water Exchange Project.** A. Water available pursuant to water rights owned or controlled by Greeley and represented by changed shares in the Greeley Irrigation Company (“GIC”), as more particularly described in the decrees entered in Case Nos. 99CW232 and 15CW3163, Water Division 1. B. Water storage rights for the Flatiron Reservoirs Nos. 3-5, and F Street Reservoir, a/k/a the Poudre Ponds at Greeley, as more particularly described in the decree entered in Case No. 99CW234, Water Division 1. C. Water storage rights for the Overland Trail Reservoirs, as more particularly described in the decree entered in Case No. 00CW251, Water Division 1. D. Surface water and storage rights decreed for the Lower Equalizer Reservoirs and the Boomerang Reservoirs, as more particularly described in the decree entered in Case No. 05CW326, Water Division No. 1. E. Water rights decreed for the Milton Seaman Reservoir Enlargements, which water rights are more particularly described in the decrees entered in Case Nos. 90CW226 and 87CW42, Water Division 1. F. Greeley’s previously changed WSSC shares, decreed in Case No. 07CW190, Water Division 1, and the Subject Shares, which are being changed in this case. G. Water available pursuant to water rights owned or controlled by Greeley and represented by changed shares in the Greeley and Loveland Irrigation Company, and Seven Lakes Reservoir Company, which consist of direct flow and storage water rights decreed for diversion at the Loveland and Greeley Canal and Barnes Ditch (including but not limited to water rights decreed to Loveland and Greeley Reservoir a/k/a Lake Loveland), as more particularly described in the decrees entered in Case Nos. 87CW329, 95CW42 and 99CW235, Water Division 1. H. Water available pursuant to Greeley’s 75 shares of stock in the Windsor Reservoir and Canal Company, which entitle Greeley to water from the Laramie River System, as more particularly described in the decree entered in Case No. 06CW258, Water Division No.1. I. Water available pursuant to allotment contracts held by Greeley with the Municipal Subdistrict of the Northern Colorado Water Conservancy District for units of Windy Gap Project water. The Windy Gap Project water rights are more particularly described in the decrees entered by the District Court for Water Division No. 5 in Civil Action No. 1768, Case Nos. W-4001 and 80CW108, and Case No. 89CW0298. J. Nontributary groundwater rights decreed in Case No. 11CW275, Water Division No. 1, and other nontributary groundwater rights owned or controlled by Greeley. K. Wastewater effluent and non-sewered (lawn irrigation) return flows generated by the use of its reusable water rights from the water rights listed in subparagraphs A-J above. L. Wastewater effluent return flows generated by the use of reusable water rights discharged from the Leprino Wastewater Treatment Plant, as more particularly described in the decree entered in Case No. 2017CW3020, Water Division No. 1.. M. Water rights currently owned by Greeley associated with its unchanged shares as follows: i. 143.5 shares in the Greeley and Loveland Irrigation Company, ii. 47 shares in the Seven Lakes Reservoir Company, iii. 24.5 shares in the Lake Loveland Reservoir Company, iv. 10 shares in the Larimer and Weld Irrigation Company, v. 8 shares in the Larimer and Weld Reservoir Company, vi. 16 shares in the Windsor Reservoir and Canal Company, vii. 20 shares in the Cache la Poudre Reservoir Company, viii. 26 shares in the New Cache la Poudre Irrigating Company, ix. 90 shares in the North Poudre Irrigation Company, x. 36.15 shares in the Greeley Irrigation Company. N. The conditional direct flow water right applied for in this application. O. Any future water rights or sources that Greeley may acquire in the future, which are legally available for replacement use and are added to the plan for augmentation pursuant to procedures to be included in the final decree. 7.

Exchange-From Points for Water Exchange Project. A. The Overland Trail Reservoirs Release Structures. All of the release structures are located in Range 69 West of the 6th P.M., Larimer County, Colorado. i. Overland Trail Reservoirs Release Structure No. 1: to be constructed in Section 34, Township 8 North, which will deliver the released water to the Cache la Poudre River at a point located approximately 940 feet East and 240 feet North of the Southwest Corner of Section 34, Township 8 North. ii. Overland Trail Reservoirs Release Structure No. 2, to be constructed in Section 3, Township 7 North, which will deliver the released water to the Cache la Poudre River at a point located approximately 700 feet South and 2,420 feet East of the Northwest Corner of Section 3, Township 7 North. iii. Overland Trail Reservoirs Release Structure No. 3, to be constructed in Section 33, Township 8 North, which will deliver the released water to the Cache la Poudre River at a point located approximately 2,401 feet West and 1,401 feet North of the Southeast Corner of Section 33, Township 8 North. iv. Overland Trail Reservoirs Release Structure No. 4, to be constructed in Section 34, Township 8 North, which will deliver the released water to the Cache la Poudre River at a point located approximately 1,951 feet East and 521 feet North of the Southwest Corner of Section 34, Township 8 North. v. Overland Trail Reservoirs Release Structure No. 5, to be constructed in Section 3, Township 7 North, which will deliver the released water to the Cache la Poudre River at a point located approximately 2,364 feet South and 929 feet West of the Northeast Corner of Section 3, Township 7 North. B. New Cache la Poudre Irrigation Company Augmentation Stations, further described as follows: i. Headgate Augmentation Station. To be constructed near the river headgate for Greeley Canal No. 2, in the NE 1/4 of the SE 1/4 of Section 11, Township 6 North, Range 68 West of the 6th P.M., Larimer County, Colorado. ii. Law Ditch Augmentation Station. Located in the NE 1/4 of the SE 1/4 of Section 15, Township 6 North, Range 67 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the Cache la Poudre River above Greeley Canal No. 3 via the John Law Seepage Ditch. iii. Orr Lateral Augmentation Station. To be constructed in the NW 1/4 of Section 32, Township 6 North, Range 66 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the Cache la Poudre River above Greeley Canal No. 3. iv. Graham Seep Augmentation Station. Located in the NW 1/4 of the SE 1/4 of Section 13, Township 6 North, Range 66 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the Cache la Poudre River below the Greeley Canal No. 3 headgate and above the Ogilvy Ditch headgate. v. Carpenter Lateral. Located in SE 1/4 of the NW 1/4 of Section 19, Township 6 North, Range 65 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the Cache la Poudre River below the Greeley Canal No. 3 headgate and above the Ogilvy Ditch headgate. vi. Eaton Draw Augmentation Station. Located in the NW 1/4 of the NE 1/4 of Section 17, Township 6 North, Range 65 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the Cache la Poudre River below the Greeley Canal No. 3 headgate and above the Ogilvy Ditch headgate. vii. Lone Tree Creek Augmentation Station. Located in the NE 1/4 of the NW 1/4 of Section 15, Township 6 North, Range 65 West of the 6th P.M., Larimer County, Colorado. This augmentation station delivers water to the South Platte River just below the Cache la Poudre confluence via Lone Tree Creek. viii. Lower Sand Creek Augmentation Station. Located in the SE 1/4 of the NW 1/4 of Section 27, Township 6 North, Range 65 West of the 6th P.M., Weld County, Colorado. The confluence of the Lower Sand Creek with the Cache la Poudre River is approximately 2 miles above the mouth of the Cache la Poudre River. This augmentation station delivers water to the Cache la Poudre River below the Ogilvy Ditch headgate. ix. Galeton Draw Augmentation Station. To be located in the NE 1/4 of Section 7, Township 6 North, Range 64 West of the 6th P.M., Weld County, Colorado. This augmentation station will deliver water to the South Platte River via Crow Creek. x. Gill Augmentation Station. To be located on or close to the section line dividing Section 22 and Section 27 in Township 6 North, Range 64 West of the 6th P.M., Weld County, Colorado. This augmentation station will deliver water to the South Platte River via Crow Creek. xi. Lower Crow Creek Augmentation Station. Located in the NW 1/4 of the SW 1/4 of Section 25, Township 6 North, Range 64 West of the 6th P.M., Weld County, Colorado. This augmentation station delivers water to the South Platte River a short distance above the Empire Ditch headgate. xii. Upper Crow Creek Augmentation Station. Located in the SW 1/4 of the NW 1/4 of Section 16, Township 6 North, Range 63 West of the 6th P.M., Weld, County, Colorado. This augmentation station delivers water to the South Platte River a short distance above the Empire Ditch

headgate. xiii. Upper Sand Creek Augmentation Station. Located in the NW 1/4 of the NE 1/4 of Section 16, Township 6 North, Range 65 West of the 6th P.M., Weld County, Colorado. This augmentation station delivers water to the Cache la Poudre River below the Ogilvy Ditch headgate. C. Windsor Wastewater Treatment Plant Outfall, located in Section 34, Township 6 North, Range 67 West of the 6th P.M., Weld County, Colorado. D. Kodak Wastewater Treatment Plant Outfall, located in Section 35, Township 6 North, Range 67 West of the 6th P.M., Weld County, Colorado. E. GIC F Street Return Structure, located in Section 34, Township 6 North, Range 66 West of the 6th P.M., Weld County, Colorado. F. GIC 35th Avenue Drainage Ditch Release Structure, located in Section 35, Township 6 North, Range 66 West of the 6th P.M., Weld County, Colorado. G. Confluence of Graham Seep and the Cache la Poudre River, located in Section 36, Township 6 North, Range 66 West of the 6th P.M., Weld County, Colorado. H. Confluence of Eaton Draw and the Cache la Poudre River, located in Section 4, Township 5 North, Range 65 West of the 6th P.M., Weld County, Colorado. I. GIC 23rd Avenue Spillway to the Cache la Poudre River, located in Section 31, Township 6 North, Range 65 West of the 6th P.M., Weld County, Colorado. J. Greeley Water Pollution Control Facility Outfall, located in Section 4, Township 5 North, Range 65 West of the 6th P.M., Weld County, Colorado. K. GIC 16<sup>th</sup> Street Return Structure to the Cache la Poudre River, located in the NE 1/4 of Section 10, Township 5 North, Range 65 West of the 6th P.M., Weld County, Colorado. L. Confluence of the Cache la Poudre River and Sand Creek, located in the Northwest 1/4 of Section 11, Township 5 North, Range 65 West of the 6th P.M., Weld County, Colorado. M. Confluence of the South Platte River and the Cache la Poudre River, located in the SW 1/4 of Section 6, Township 5 North, Range 64 West of the 6th P.M., Weld County, Colorado. N. Confluence of the South Platte River and Lone Tree Creek, located in the SE 1/4 of Section 6, Township 5 North, Range 64 West of the 6th P.M., Weld County, Colorado. O. Confluence of the South Platte River and Crow Creek, located in the NE 1/4 of Section 24, Township 5 North, Range 64 West of the 6th P.M., Weld County, Colorado. P. Leprino Wastewater Treatment Plant Outfall, located in the SW 1/4 SW 1/4, Section 4, Township 5 North, Range 65 West, 6th P.M., Weld County, Colorado. 8. Exchange—to Points for Water Exchange Project. A. Upper Poudre Reach beginning at the Larimer County Canal Headgate on the Cache la Poudre River located in Section 13, Township 8 North, Range 70 West of the 6th P.M., Larimer County, Colorado and ending at the Fossil Creek Reservoir inlet on the Cache la Poudre River located in Section 21, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado. B. Middle Poudre Reach beginning at the Fossil Creek Reservoir inlet on the Cache la Poudre River located in Section 21, Township 7 North, Range 68 West of the 6th P.M., Larimer County, Colorado and ending at the Boyd and Freeman Ditch headgate located on the Cache la Poudre River in Section 34, Township 6 North, Range 66 West of the 6th P.M., Weld County, Colorado. C. Lower Poudre Reach beginning at the Boyd and Freeman Ditch headgate located on the Cache la Poudre River in Section 34, Township 6 North, Range 66 West of the 6th P.M., Weld County, Colorado and ending at the confluence of the Cache la Poudre River and the South Platte River. D. Dry Creek beginning in Section 3, Township 8 North, Range 69 West of the 6th P.M., Larimer County, Colorado and ending at the confluence of Dry Creek and the Cache la Poudre River. E. Boxelder Creek beginning in Section 14, Township 8 North, Range 68 West of the 6th P.M., Larimer County, Colorado and ending at the confluence of Boxelder Creek and the Cache la Poudre River. F. The Slough beginning in Section 3, Township 7 North, Range 67 West of the 6th P.M., Weld County, Colorado and ending at the confluence of the Slough and the Cache la Poudre River. G. Graham Seep beginning in Section 26 Township 7 North, Range 66 West of the 6th P.M., Weld County, Colorado and ending at the confluence of Graham Seep and the Cache la Poudre River. H. Eaton Draw beginning in Section 31, Township 7 North, Range 65 West of the 6th P.M., Weld County, Colorado and ending at the confluence of Eaton Draw and the Cache la Poudre River. I. Lone Tree Creek beginning in Section 7, Township 8 North, Range 65 West of the 6th P.M., Weld County, Colorado and ending at the confluence of Lone Tree Creek and the South Platte River. J. Owl Creek beginning in Section 3 of Township 8 North, 65 West of the 6th P.M., Weld County, Colorado and ending at the confluence of Owl Creek and Lone Tree Creek. 9. Exchange Rates for Water Exchange Project: 3.10 c.f.s., combined. See Exchange Project Matrix, attached hereto as **Exhibit E**. 10. Date of Appropriation for Water Exchange Project: January 19, 2022, the date on which there was a concurrence of intent to appropriate and overt acts in furtherance of such intent, including approval by the Greeley Water

and Sewer Board for the filing of this application. **CLAIM FOR APPROPRIATION OF RETURN FLOWS.** 11. Claim to appropriate return flows: Greeley claims the right to retain or divert if necessary, and use, reuse, successively use, and dispose of the historical return flow amounts from the native portion of the Subject Shares at any time of the year when the priority call for water rights below the historical return flow location is junior to January 19, 2022. A. Date of Appropriation: January 19, 2022, the date on which there was a concurrence of intent to appropriate and overt acts in furtherance of such intent, including approval by the Greeley Water and Sewer Board for the filing of this application. B. Location of Appropriation: The Upper, Middle, and Lower Poudre Reaches, Dry Creek, Boxelder Creek, the Slough, Graham Seep, Eaton Draw, Lone Tree Creek, and Owl Creek, described in Paragraphs 8(A)-(J) above, where the return flows from the Subject Shares historically accrued. C. Source: Cache la Poudre River. D. Amount: Greeley claims the rate and volume of all return flows associated with the native portion of the Subject Shares to the extent available under this appropriation, conditional. E. Use: All decreed uses of the Subject Shares, as changed pursuant to this application. F. Place of Use: The Greeley service area, as it now exists or may from time to time be expanded, and locations to serve users with whom Greeley has contracts to deliver water from its water system. **CLAIM FOR CONDITIONAL DIRECT FLOW WATER RIGHT.** 12. Claim for Conditional Direct Flow Water Right: Greeley claims a conditional water right for the purpose of replacing required return flows attributable to the native portion of the Subject Shares, as follows. The water would be diverted at the diversion structures described below, and released to the Cache la Poudre River at one or more of the release structures or augmentation stations associated with those structures: A. Diversion Structures: i. The Overland Trail Diversion Structure: A diversion structure located as described in Paragraph 4(B)(iii) above. ii. New Cache la Poudre Irrigation Company Canal (a.k.a. Greeley No. 2 Canal): A diversion structure located as described in Paragraph 4(B)(xii) above. iii. The Greeley No. 3 Canal: A diversion structure located as described in Paragraph 4(B)(xix) above. iv. The Boyd and Freeman Ditch: A diversion structure located as described in Paragraph 4(B)(xx) above. B. Release Structures. i. Overland Trail Reservoirs Release Structure Nos. 1-5: to be constructed at the locations described in Paragraphs 7(A)(i)-(v) above. ii. New Cache la Poudre Irrigation Company Augmentation Stations, further described in Paragraphs 7(B)(i)-(xiii) above. iii. Greeley No. 3 Canal Release Structures, further described in Paragraphs 7(E), (F), (I), and (K) above. iv. Outlets for Flatiron Reservoir Nos. 1-5, to be constructed in Section 36, Township 6 North, Range 66 West. v. F Street Reservoir Outlet, to be constructed in Section 34, Township 6 North, Range 66 West. vi. 35th Avenue Reservoir Outlet(s), to be constructed in Sections 34 and/or 35, Township 6 North, Range 66 West. C. Source: Cache la Poudre River. D. Appropriation: i. Date: January 19, 2022. ii. How Appropriation Initiated: Approval by the Greeley Water and Sewer Board for the filing of this application. iii. Date Water First Applied to Beneficial Use: Not applicable for a conditional water right. E. Amount claimed: 3.10 c.f.s. F. Uses: Greeley will beneficially use the water diverted pursuant to this conditional water right to replace return flow requirements when the conditional water right is in priority. Greeley will divert the water at the diversion structures and return it to the Cache la Poudre River at one or more of the Release Structures at the same flow rate and in the same amount as the return flow requirement for the Subject Shares. 13. Names and addresses of the owners of land upon which any new diversion or storage structure or modification to any existing diversion or storage structure is or will be constructed, or upon which water is or will be stored, including any modification to the existing storage pool: Greeley does not propose to construct any new diversion or storage structures or to construct any modification to any existing diversion or storage structure. The owners of the land and reservoirs where water will be stored are as follows: A. Overland Trail Reservoirs: i. Western-Mobile Northern, Inc., c/o Baden Tax Management, P.O. Box 8040, Fort Wayne, IN 46898-8040. ii. Fort Collins-Loveland Water District, 5150 Snead Drive, Fort Collins, CO 80525. iii. North Weld County Water District, P.O. Box 56, Lucerne, CO 80646. iv. East Larimer County Water District, 232 South Link Lane, Fort Collins, CO 80524. v. Martin Marietta Materials, Inc., c/o Baden Tax Management, LLC, P.O. Box 8040, Fort Wayne, IN 46898-8040. B. Glade Reservoir: i. Northern Colorado Water Conservancy District, 220 Water Avenue, Berthoud, CO 80513. ii. United States of America, Bureau of Land Management, General Delivery, Washington, DC 20090. iii. State Board of Land Commissioners, 1127 Sherman Street, Suite 300, Denver, Colorado 80203-2206. iv. Platte River Power

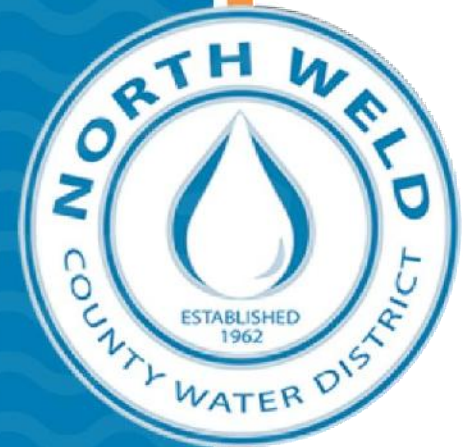
Authority, 2000 Horsetooth Road, Fort Collins, CO 80525. v. Weaver Cattle Company, Inc., c/o Maxine Weaver, 260 Boattail Drive, Fort Collins, CO 80524. vi. Amanda and Brad Baldwin, 9720 N Highway 287, LaPorte, CO 80535. vii. Delores J. Barger, 11585 N Hwy 287, LaPorte, CO 80535. viii. Robert L. Graves and Sherry E. Graves, 5821 W County Road 54E, Bellvue, CO 80512-7109. ix. Gaile Rosemary Mink and Edgar G. Allen, 413 White Mountain Meadows Drive, Ruidoso, NM 88345-5814. x. Heidi A. Olinger and Lewis James Striggow, P.O. Box 7812, Loveland, CO 80537. C. Milton Seaman Reservoir: i. City of Fort Collins, Water Department, P.O. Box 580, Fort Collins, CO 80522-0580. ii. State of Colorado, Department of Natural Resources, 6060 Broadway, Denver, CO 80216. iii. United States of America, Rocky Mountain National Park, 2150 Centre Avenue, Building E, Fort Collins, CO 80526-8119. iv. State Board of Land Commissioners, 1127 Sherman Street, Suite 300, Denver, CO 80203-2206. v. U.S. Department of Agriculture, Forest Service, Inspector General, 2850 McClelland Drive, Fort Collins, CO 80525-2586. vi. James R. Kahn, 6065 Obenchain Road, LaPorte, CO 80535. vii. Overview Business Holdings, LLC, Genoa Lansing Towline Road, King Ferry, New York 13081. viii. Bureau of Reclamation, 11056 W. County Road 18E, Loveland, CO 80537-9711. ix. Colorado State University, State School Land Board of Land Commissioners, 1313 Sherman Street, Denver, CO 80203-2236. Linda A. McMurry Trust and Murry R. McMurry Trust, 3673 Bradford Street NE, Grand Rapids, Michigan 49525. D. Halligan Reservoir: i. State of Colorado, Division of Wildlife, 6060 Broadway Avenue, Denver, CO 80216. ii. United States of America Bureau of Land Management, 1313 Sherman Street, Denver, CO 80203-2236. iii. Landowners Association for Phantom Canyon Ranches, 1738 Bonny Drive, Loveland, CO 80538. iv. Free Enterprises, Inc., c/o Lee Stark, 1803 N. Garfield Avenue, Loveland, CO 80537. v. City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522. vi. Geo A. Henderson Co. Inc., and Chris Vandemoer; P.O. Box 668, Sterling, CO 80751-0668. vii. The Gary C. and Mary J. Packard Revocable Trust, 865 Three Corner Gate Road, Livermore, CO 80536. viii. Meadow Creek Cabin Association, LLC, c/o Sandy Beardmore, 12212 Kiowa Court, Fort Collins, CO 80525. E. Peterson Lake Reservoir: i. United States of America, Arapaho/Roosevelt National Forest, 2150 Centre Ave., Building E, Fort Collins, CO 80526. F. Rockwell Reservoir: i. United States of America, Bureau of Reclamation, General Delivery, Washington, DC 20090-9999. G. Fossil Creek Reservoir: i. North Poudre Irrigation Company, P.O. Box 100, Wellington, CO 80549. **WHEREFORE:** Greeley requests the Court enter a decree approving the requested change of water rights, plan for augmentation including water exchange project, appropriation of return flows, and the proposed conditional direct flow water right, as described herein.

# Future of Water and Immediate Impacts

April 26, 2022

Dairy Farmers of America

E Reckentine, District Manager







# State of the District

- Aging infrastructure in need of repair and upgrade
- Water supply/storage not adequate for drought protection
- Growth in region exceeding planning projections
- Agreements with Dairy Farms

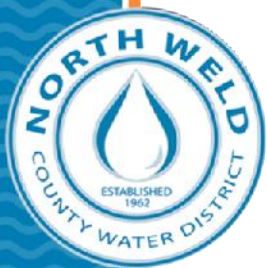




# Current Needs



- Approximately \$70M to replace aging infrastructure
- Approximately \$70M to upgrade existing/build new infrastructure to serve growth “already on the books”
- Approximately \$100M for water supply and storage for drought protection



# Response

## PREVIOUS



Asked for voters for a mill levy increase in 2019-2020 to address infrastructure needs – failed at the ballot

- Raised rates 7% each year
- Considering Nov. 2022 ballot issue



Require developers to bring water to the table (no more payment in lieu)



Doubled Plant Investments



Moratorium on new taps to discuss how to reduce demand due to new growth (partially lifted)

- Towns can now move forward with most taps that are currently under review/committed

## PENDING



Continued rate increases at 7% annually



Revisit town and District growth plans and projections. District needs to Master Plan again – evaluation of what we can and cannot provide (i.e., service caps into the future)

- Towns
- Commercial
- Development within District



**Create formal service agreements with Dairy Farms**



# Dairy Farm Agreements

- Long-standing relationships
- Every account has specific water allocation and plant investment allocation
- Majority use more than their allocation with surcharges
- Results in 1,600- acre feet more water usage than supply in drought





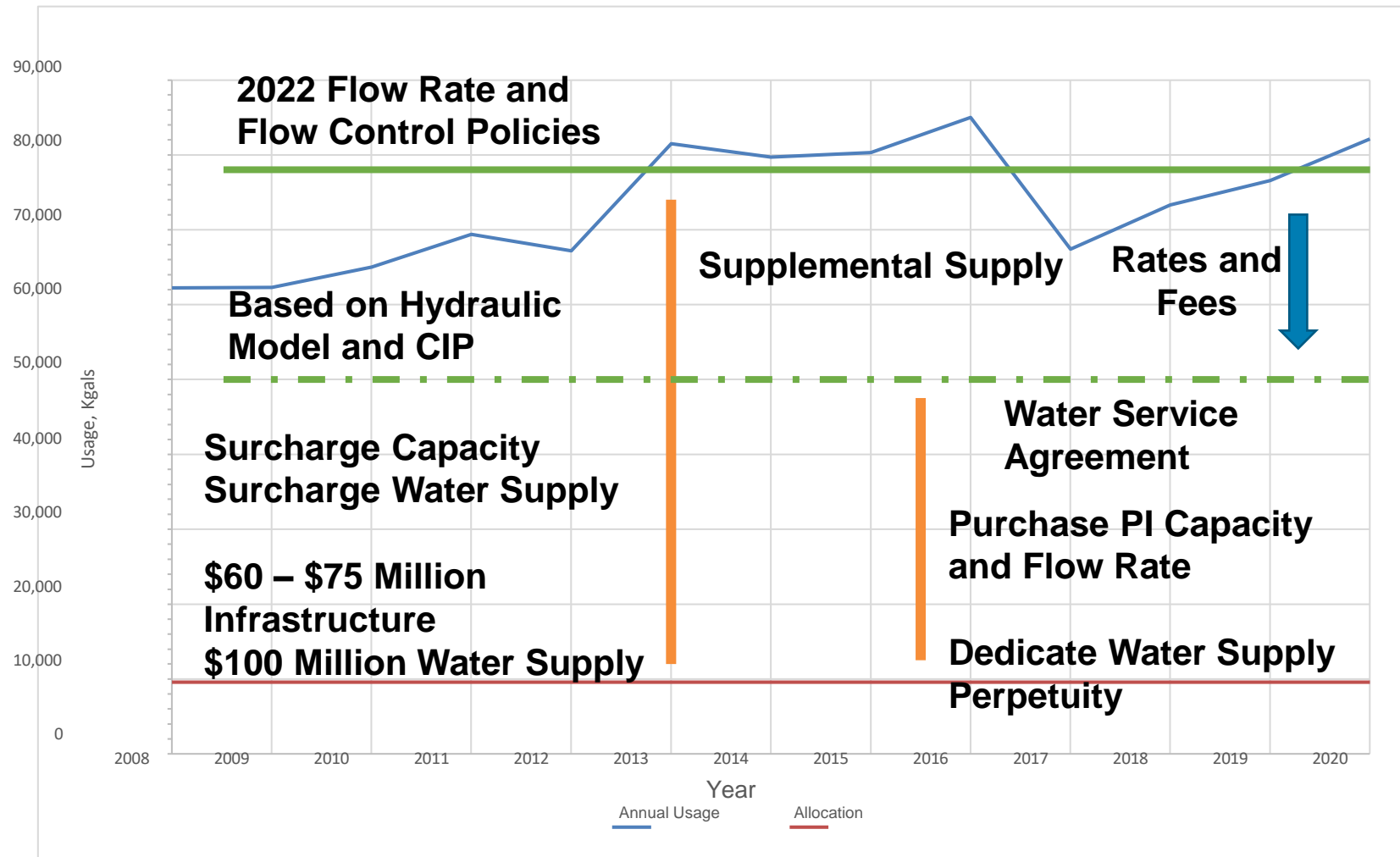
# Changes in the District



- You will have access to the water supply that you committed to the District
- Continue surcharges for overuse of water and capacity beyond allocation
- The District cannot guarantee use of surcharge water in times of drought or curtailment
- Currently rolling out Flow Control Program
  - If you're under allocated during drought or curtailment, the District will have to limit use to your original allocation

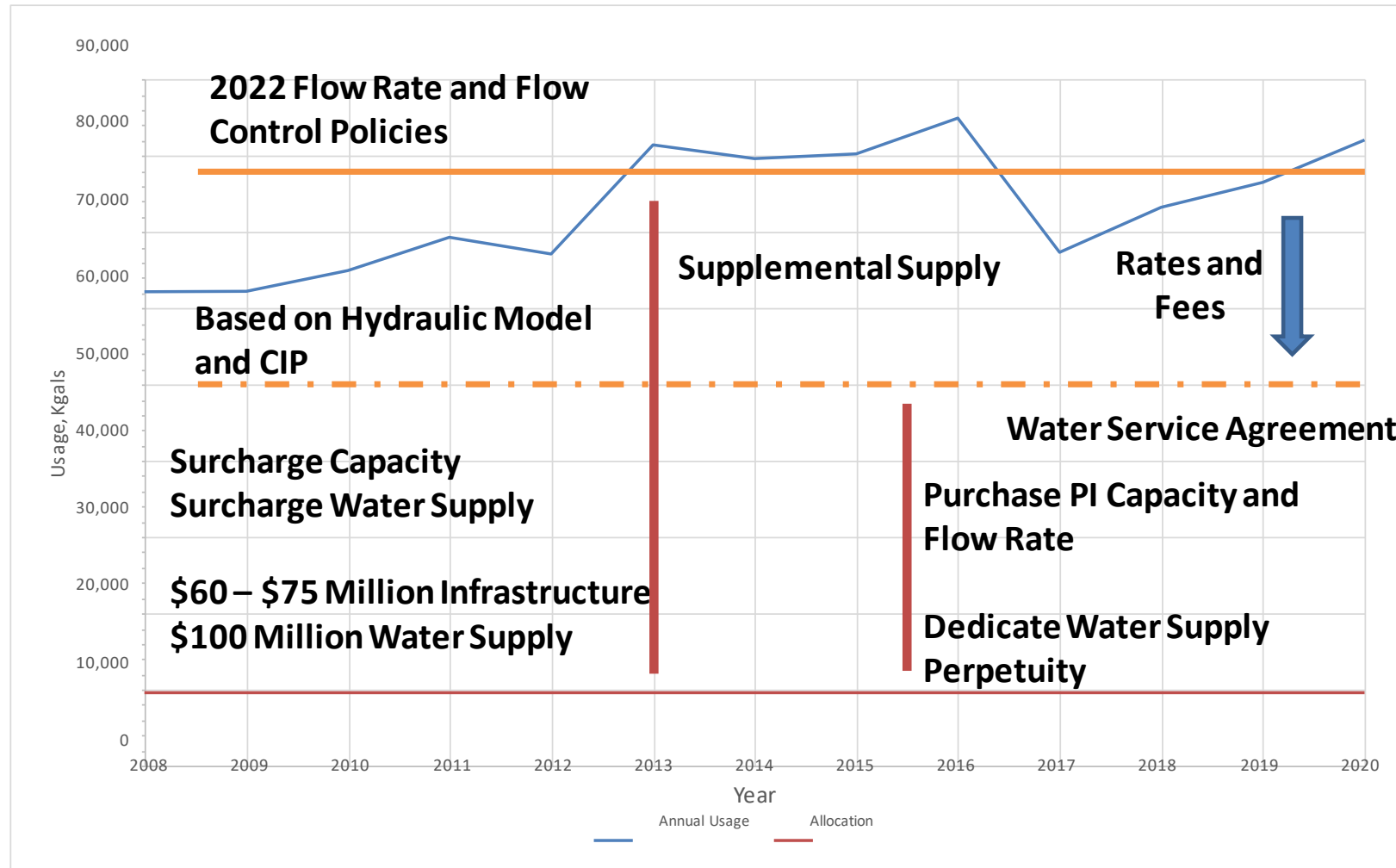


# Usage and Control Levels





# Usage and Control Levels





# Next Steps

## **NEW MASTER PLAN**

- Determine flows and water supply each customer needs to bring to the District in perpetuity
- Determine caps for all customer classes (commercial, development and Towns)

## **MORATORIUM**

Entire system in moratorium for new taps (not already committed/approved)

## **CONTINUED INVESTMENT IN CRITICAL INFRASTRUCTURE**

- Plant expansion – 2019-2021 (bonds paid back by rate increases)
- New pipeline – 2024 (bonds paid back by rate increases)

## **LONG-TERM FUNDING SOURCE**

Pay for investments through rate increases or mill levy. Mill levy is cheaper.

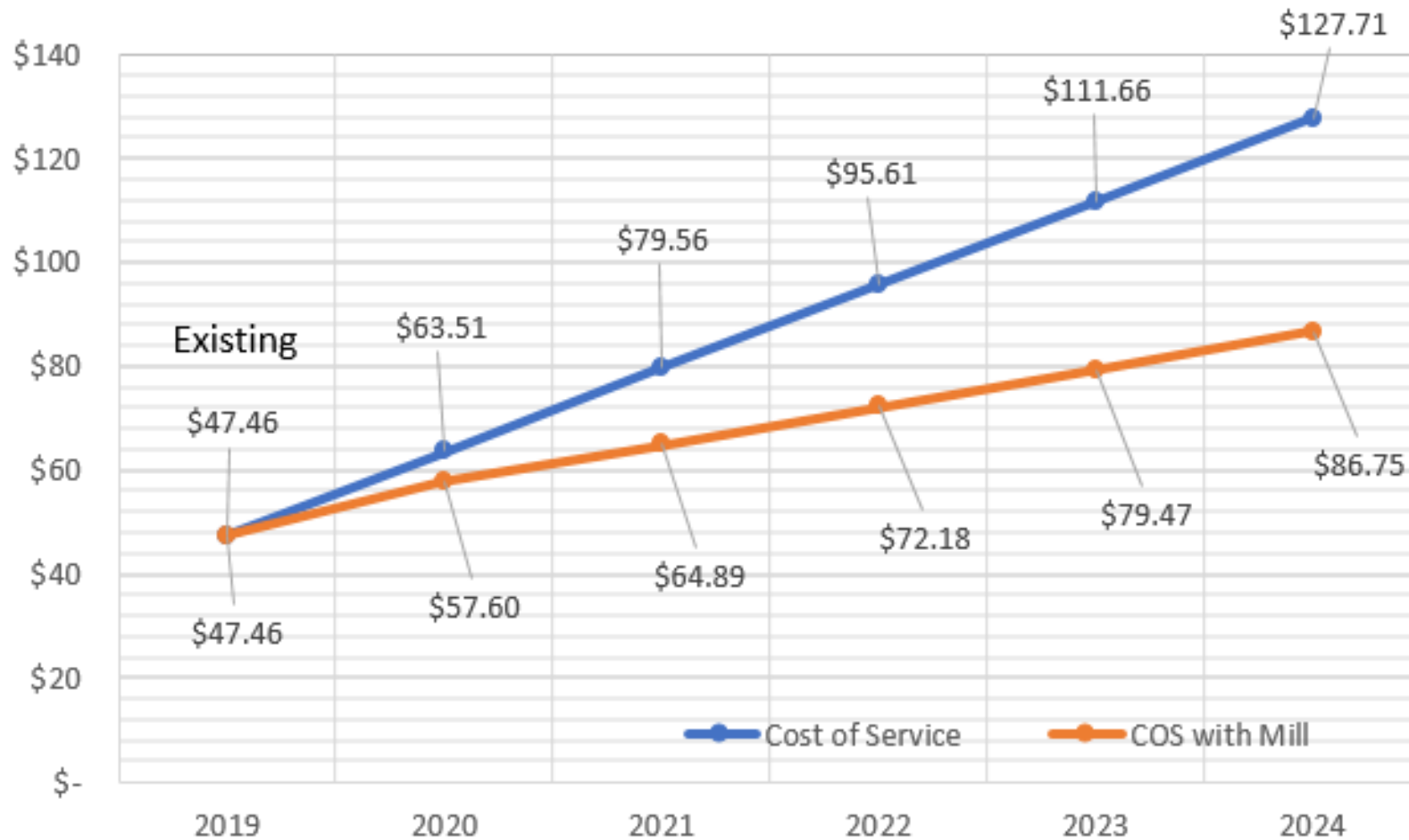
## **WATER SERVICE AGREEMENTS**

Revise Water Service Agreements to new capacity and water allocation limits

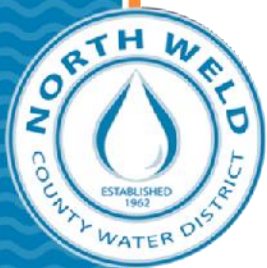




# Rate Increase vs Mill Levy



5 Mill Levy would be an average monthly tax of \$5.39 for Residential Customers



# If We Do Nothing...

## ZERO GROWTH

- District cannot accommodate any growth beyond current contracts.
- Towns and developers must find another provider.

## WATER USE RESTRICTIONS

Dairies still need to cut water usage and capacity use in times of drought or curtailment.

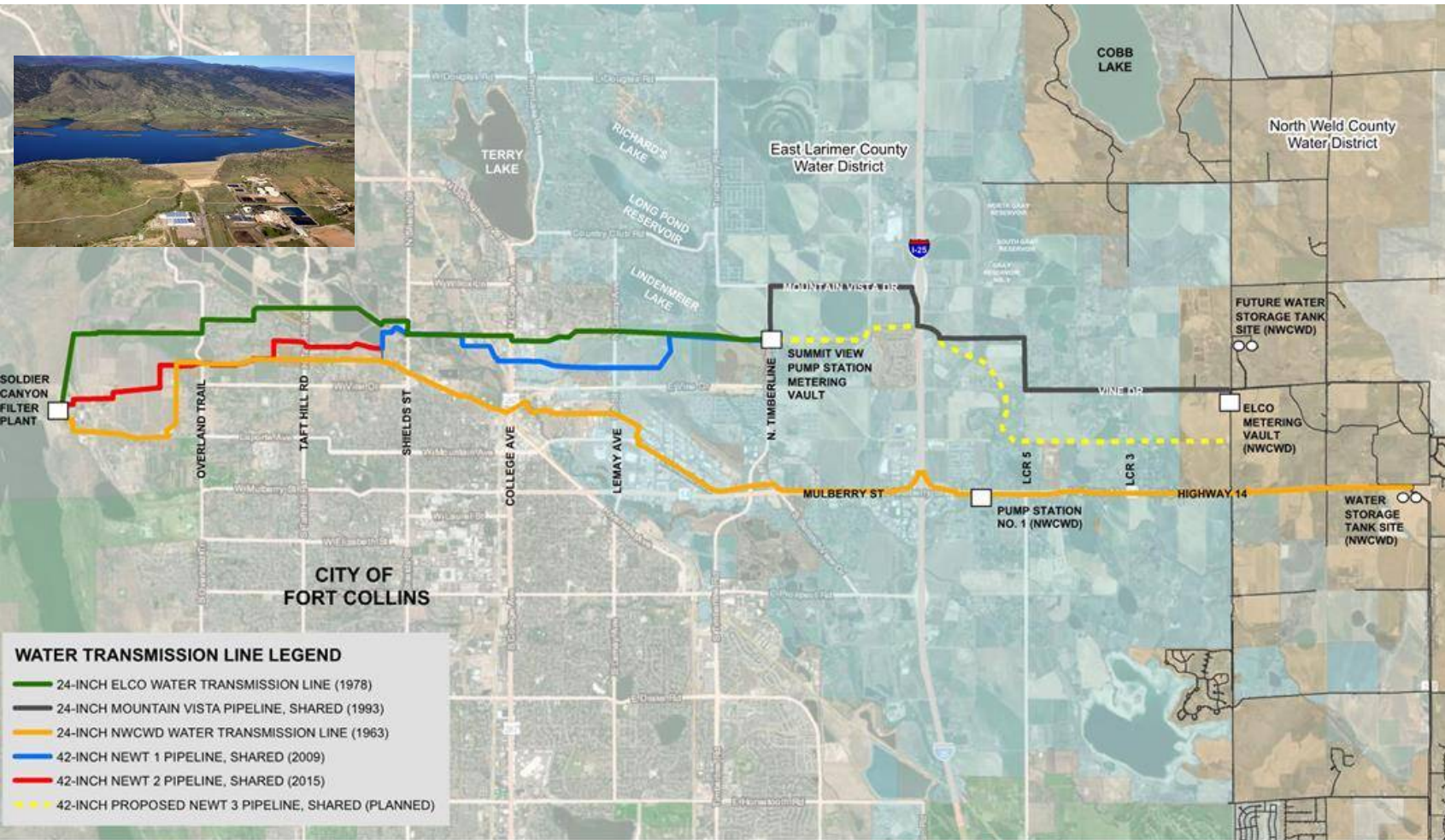
## CRITICAL INVESTMENTS TO PREVENT FAILURE

- The District will continue to raise rates to pay for critical infrastructure replacement and water supply only.
- Proposed mill levy increase could offset rates and provide needed funds for additional investments



# Questions?





## EXISTING TRANSMISSION SYSTEM

INTEGRATED CONSULTANTS





# Map of Service Area

