- 1. Call to Order
- 2. Confirmation of Disclosures of Conflicts of Interest

#### **Notice of Meeting**

Monday, May 13, 2024, at 8:30 AM

32825 Co Rd 39, Lucerne, CO 80646

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

Information to join by Phone is below:

Call-In Number: 1(720)707-2699, Meeting ID: 873 5785 0771, Passcode: 475314

#### **AGENDA**

- 1. Call to Order
- 2. Confirmation of Disclosures of Conflicts of Interest
- 3. Action: Approve May 13, 2024, NWCWD Board Meeting Agenda
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)
- Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)
  - a. Minutes from April 8, 2024, Regular Meeting
  - b. March and April Unaudited Financials
  - c. Invoices through May 13, 2024
  - d. Stantec Change Order Amendment #2 Engineering Services
  - e. Eaton Pipeline Phase II Certificate of Sustainable Completion Connell Resources Inc.
  - f. Blackline Safety Monitoring Equipment
  - g. Wild Wing Meter Abandonment
  - h. ESRI GIS License Renewals
- 6. Report: NWCWD Raw Water 2024 Operational Plan and Drought Analysis (enclosures)
- 7. Action: Consider Approval of NWCWD Policy (enclosures)
  - a. Resolution No. 20240513-01: Resolution Eliminating Water Banks
- 8. Action: NWCWD System Demand and Capacity Hydraulic Model and Master Plan
- 9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Regional Master Plan

- 10. District Manager's Report: (enclosures)

  - a. Tap Sales
    b. Tank 1a and Tank 7 Warranty Rehab Work Complete
  - c. Closed on 88 Units of C-BT
  - d. Amended Water Service Agreement i. Town of Eaton

    - ii. Town of Nunn
  - e. PFAS Regulations
  - f. EPA Cyber Security
- 11. Other Business

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

Held: Monday, the 8<sup>th</sup> day of April, 2024, at 8:30 A.M.

The meeting was conducted via teleconference.

#### **ATTENDANCE**

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

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

Also present were Eric Reckentine, General Manager of the District; Zachary P. White, Esq., WHITE BEAR ANKELE TANAKA & WALDRON, District general counsel; Scott Holwick, Esq., LYNONS GADDIS, P.C., Special counsel; Richard Raines and Jan Sitterson, Water Resources; and members of the public including, Lindsey Radcliff-Coombs and Dave Bruin, of the Town of Severance.

# ADMINISTRATIVE MATTERS

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their qualification to serve.

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

#### Approval of Agenda

Mr. Reckentine presented the Board with the agenda for the meeting. Upon motion of Mr. Nelson, seconded by Mr. Pettinger, the Board unanimously approved the agenda.

#### PUBLIC COMMENT

None.

#### **CONSENT AGENDA MATTERS**

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

- a. Minutes from March 11, 2024 Regular Meeting
- b. Invoices through April 8, 2024
- c. Eaton Pipeline Phase 2 Connell Resources Change Order
- d. Easement Agreement Heckman Property Zone 1 Water Line
- e. Variance Request Water and Plant Investment Reallocations and Water Tap Request Variance
  - I. **Podtburg Dairy**
  - II. Schrepel
  - III. Bethel Family Praise Center – Fire Meter Tap Request

Request Transfer of Grandfathered Plant Investments. Mr. Lynn Ottoson

Consider Approval Variance Mr. Reckentine presented to the Board a request for variance from Mr. Ottoson to relocate his grandfathered tap. Following discussion, the Board determined not to approve the variance as it deviates from historic practice of the District.

Consider and Approve Fact Sheet Town of Severance

Mr. Reckentine presented to the Board the current language of the fact sheet to the Town of Severance customers. It was noted that that the District will create one for each wholesale customer. Following discussion, upon a motion of Mr. Nelson and seconded by Mr. Pettinger, the Board unanimously adopted the fact sheet, subject to the language revision.

Resolution No. 20240408-01: Resolution Adopting Amended Residential Meter Overuse Surcharge Policy

Mr. Reckentine presented to the Board the Resolution Adopting an Amended Residential Meter Overuse Surcharge Policy. Following discussion, upon a motion of Ms. Hennen and seconded by Mr. Pettinger, the Board unanimously adopted the resolution.

Resolution No. 20240408-02: Resolution Amending Amended and Restated Water **Dedication Policy** 

**DISTRICT MANAGER'S** REPORT

Mr. Holwick presented to the Board the Resolution Amending Amended and Restated Water Dedication Policy. Following discussion, upon a motion of Mr. Cockroft and seconded by Mr. Pettinger, the Board unanimously adopted the resolution.

Tap Sales Mr. Reckentine reported to the Board there were 25 taps sold to date. Town of Windsor Executed Mr. Reckentine reported to the Board that the 2024 Amended 2024 Amended Water Water Service Agreement has been signed and the Town of Service Agreement Windsor has been paid.

Protocol to Colorado Entities

40 Letters on Communication Mr. Reckentine reported to the Board that the letters on Northern Communication Protocol has been sent to the 40 entities.

Severance April 1, 2024

Stakeholder Meeting Town of Mr. Reckentine reported to the Board that the meeting was held with the Town representatives and will be held quarterly to maintain communication channels.

FCLWD Buss Grove Emergency Interconnect Negotiations of New Terms

Mr. Reckentine reported to the Board that the terms of the interconnect will need to be renegotiated.

SCWTP Rating Report Sent to CDPHE – Upgrade Plant to 68 MGD

Mr. Reckentine reported to the Board that the rating report was sent to the CDPHE and the rating will increase the plan from 60 MGD to 68 MGD.

Amended Water Service Agreement Negotiations

Mr. Reckentine reported to the Board that District will start negotiating new Water Service Agreements with the Town of Eaton and the Town of Nunn.

#### **OTHER BUSINESS**

Mr. Reckentine reported that Xcel shut off power to the treatment plant on Saturday, April 6<sup>th</sup>, due to the high winds in the forecast. The backup generators were used to keep the plant online and municipal customers were notified to fill their storage tanks. Mr. Reckentine noted that Soldier Canyon Authority will engage with Xcel to receive advance notice next time a power shut off is planned.

#### ADJOURNMENT

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

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

Secretary for the District

#### NORTH WELD COUNTY WATER DISTRICT Balance Sheet March 31, 2024

#### **ASSETS**

Current Assets  1014 - BANK OF COLORADO  1015 - COLO TRUST - GENERAL  1017 - COLO TRUST - RRR  1019 - COLO TRUST - 2019 BOND  1020 - COLO TRUST - 2022 BOND  1030 - CASH DRAWER  1035 - CONTRA CASH RESERVE  1050 - CASH RESERVE (CWRPDA)  1100 - AR WATER (DRIP)  1105 - AR CONSTRUCTION METERS  1116 - ACCOUNTS RECEIVABLE  1230 - PREPAID INSURANCE	\$ 2,086,002.65 17,016,117.51 265,563.25 2,315,505.88 37,166,952.56 200.00 (1,705,883.00) 1,705,883.00 1,338,918.22 521,795.06 9,125.71 80,306.18		
1300 - INVENTORY  Total Current Assets	2,170,573.54		62,971,060.56
Total Cultent Assets			02,771,000.30
Property and Equipment 1220 - LAND BUILDING SITE 1222 - CSU DRYING BEDS 1225 - LAND & EASEMENTS 1405 - WATER RIGHTS OWNED 1407 - WATER STORAGE 1415 - MACHINERY & EQUIPMENT 1416 - DEPREC - MACH & EQUIP 1420 - OFFICE EQUIPMENT 1421 - DEPREC - OFFICE EQUIP 1425 - PIPELINES 1426 - DEPREC - PIPELINES 1430 - STORAGE TANKS 1431 - DEPREC - STORAGE TANKS 1432 - MASTER METERS 1433 - DEPREC MASTER METERS 1435 - PUMP STATIONS 1436 - DEPREC - PUMP STATIONS 1437 - FILL STATION 1438 - DEPREC - FILL STATION 1440 - PAVING 1441 - DEPREC - PAVING 1445 - OFFICE BUILDING 1454 - CONSTRUCT IN PROGRESS	541,875.18 28,612.00 3,440,118.09 102,112,451.44 6,572,497.14 2,600,943.63 (2,007,120.85) 52,720.33 (52,720.11) 76,865,500.90 (26,502,452.05) 3,626,714.18 (1,642,003.81) 689,854.53 (82,279.68) 5,974,705.89 (2,826,752.24) 15,555.00 (4,666.50) 25,500.20 (25,499.80) 1,667,567.41 (568,176.17) 8,278,217.77		
Total Property and Equipment			178,781,162.48
Other Assets			
1457 - FILTER PLANT EQUITY	22,849,610.70		
1466 - Bond Cst of Issue '19	170,061.37		
Total Other Assets			23,019,672.07
Total Assets		\$	264,771,895.11
		i	<del>_</del>

#### LIABILITIES AND CAPITAL

Current Liabilities	
2215 - ACCOUNTS PAYABLES	\$ 208,350.44
2216 - CONST MTR DEPOSITS	93,324.94
2230 - ACCRUED WAGES	74,373.11

#### NORTH WELD COUNTY WATER DISTRICT Balance Sheet March 31, 2024

162,037,28		
· · · · · · · · · · · · · · · · · · ·		
		1,618,744.80
16,160,000.00		
702,637.62		
2,640,000.00		
34,615,000.00		
3,374,785.12		
40,317.67		
	_	57,532,740.41
		59,151,485.21
203,999,282.11		
1,621,127.79		
	_	205,620,409.90
	\$	264,771,895.11
	702,637.62 2,640,000.00 34,615,000.00 3,374,785.12 40,317.67	625,550.00 455,109.03 16,160,000.00 702,637.62 2,640,000.00 34,615,000.00 3,374,785.12 40,317.67

#### Detail

For the Three Months Ending March 31, 2024

		CURRENT					+ OR -	%
DENIENHIEG		MONTH		YTD		BUDGET	BUDGET	BUDGET
REVENUES 3110 - METERED SALES	\$	719,763.54	\$	2,329,073.10	\$	14,417,718.00	12,088,644.90	16.15
3111 - WATER ALLOC SURCHARGE	φ	354,926.00	φ	1,051,220.00	Ψ	4,300,000.00	3,248,780.00	24.45
3112 - PLANT INVEST SURCHARGE		242,172.00		449,473.50		2,800,000.00	2,350,526.50	16.05
3113 - ADJUSTMENTS		54,183.82		209,878.03		0.00	(209,878.03)	0.00
3140 - CONST METER USAGE		22,140.50		38,698.96		213,282.00	174,583.04	18.14
3141 - CONSTR METER RENTAL 3142 - CONSTRUCT METER REPAIR		780.00 5,270.27		2,345.00 5,532.65		5,722.00 572.00	3,377.00 (4,960.65)	40.98 967.25
OPERATING	_	1,399,236.13	-	4,086,221.24	-	21,737,294.00	17,651,072.76	18.80
2210 NUMERICAL COMPLICATION OF ALL	_	251 200 15	-	751 041 00	-	1 500 000 00	740.050.12	50.05
3210 INTEREST-COTRUST-GENERAL 3220 - PORT PARTONAGE AGFINITY		251,390.17 2,553.52		751,041.88 2,553.52		1,500,000.00 845.00	748,958.12 (1,708.52)	50.07 302.19
NON OPERATING		253,943.69	-	753,595.40	-	1,500,845.00	747,249.60	50.21
	_		-		-			
3310 - TAP (PI) FEES		197,100.00		372,300.00		3,300,000.00	2,927,700.00	11.28
3311 - DISTANCE FEES		31,500.00		55,500.00		180,186.00	124,686.00	30.80
3312 - WATER (ALLOCATION) FEE		(73,500.00)		0.00		210,000.00	210,000.00 295,702.78	0.00
3314 - INSTALLATION FEES 3315 - METER RELOCATION FEE		25,346.22 0.00		42,146.22 0.00		337,849.00 1,689.00	1.689.00	12.47 0.00
3316 - LINE EXTENSION FEE		0.00		0.00		156,060.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE		0.00		10,000.00		10,000.00	0.00	100.00
3321 - NON-POTABLE INSTALL		0.00		21.515.00		0.00	(21,515.00)	
3330 - COMMITMENT LETTER FEE		1,200.00		1,200.00		0.00	(1,200.00)	
3331 - REVIEW FEE		480.00		480.00		0.00	(480.00)	
3360 - OFFSITE INFRASTRUCTURE	_	0.00	_	73,260.11	_	0.00	(73,260.11)	0.00
NEW SERVICE	_	182,126.22	_	576,401.33	_	4,195,784.00	3,619,382.67	13.74
3410 - WATER RENTAL	_	0.00	_	0.00	_	18,571.00	18,571.00	0.00
AG WATER	_	0.00	_	0.00	_	18,571.00	18,571.00	0.00
3500 - MISCELLANEOUS		50,000.00		54,973.14		0.00	(54,973.14)	0.00
3520 - TRANSFER FEES		325.00		1,400.00		10,000.00	8,600.00	14.00
3530 - RISE TOWER RENT	_	300.00	_	900.00	_	8,221.00	7,321.00	10.95
MISCELLANEOUS	_	50,625.00	_	57,273.14	_	18,221.00	(39,052.14)	314.32
TOTAL REVENUES	_	1,885,931.04	_	5,473,491.11	_	27,470,715.00	21,997,223.89	19.92
OPERATING EXPENSE								
4110 - POTABLE WATER		191,621.91		1,035,349.66		3,278,725.90	2,243,376.24	31.58
4130 - CARRYOVER		0.00		0.00		93,063.81	93,063.81	0.00
4140 - WINTER WATER		0.00		0.00		5,743.43	5,743.43	0.00
4150 - ASSESSMENTS 4160 - RULE 11 FEES		47,826.50 0.00		488,054.28 0.00		536,331.86 66,341.00	48,277.58 66,341.00	91.00 0.00
4170 - WATER QUALITY - TESTING		647.00		3,422.00		14,280.00	10,858.00	23.96
WATER	_	(240,095.41)	-	(1,526,825.94)	-	(3,994,486.00)	(2,467,660.06)	38.22
	_		-		-			
4210 - SALARIES, FIELD		112,838.26		332,433.82		1,422,445.00	1,090,011.18	23.37
4220 - SALARIES, ENGINEERING 4240 - INSURANCE HEALTH		11,320.22 17,636.34		33,203.17 47,091.29		316,162.00	282,958.83	10.50 23.75
4250 - RETIREMENT		7,226.16		21,896.44		198,308.00 86,420.00	151,216.71 64,523.56	25.75
4260 - AWARDS		0.00		0.00		1,392.00	1,392.00	0.00
4270 - UNIFORMS		396.00		396.00		6,500.00	6,104.00	6.09
4280 - MISCELLANEOUS		0.00		0.00		1,160.00	1,160.00	0.00
EMPLOYEES	_	(149,416.98)	_	(435,020.72)	_	(2,032,387.00)	(1,597,366.28)	21.40
REPAIRS	-	0.00	-	0.00	-	0.00	0.00	0.00
4410 EIELD	_	<b>5</b> 100 00	-	15 670 10	-		44 227 97	26.12
4410 - FIELD 4411 - LOCATES		5,188.09 1,081.02		15,672.13 2,826.39		60,000.00 17,000.00	44,327.87 14,173.61	26.12 16.63
4411 - EOCATES 4412 - FARM PROPERTIES		0.00		0.00		3,000.00	3,000.00	0.00
4413 - SITE MAINTENANCE ANNUAL		0.00		0.00		5,812.00	5,812.00	0.00

For the Three Months Ending March 31, 2024

	CURRENT			+ OR -	%
	MONTH	YTD	BUDGET	BUDGET	BUDGET
4414 - CONSTRUCTION METER	689.99	7,350.90	0.00	(7,350.90)	0.00
4415 - WATER LINES (REPAIRS)	15,631.28	33,869.32	473,000.00	439,130.68	7.16
4416 - APPURTENANCE(REPAIR)	752.96	4,081.18	225,000.00	220,918.82	1.81
4417 - METER SETTING	10,626.18	30,063.50	510,000.00	479,936.50	5.89
4418 - MASTER METERS	0.00 25.204.36	0.00	25,000.00	25,000.00	0.00
4419 - SERVICE WORK 4420 - STORAGE TANKS (O & M)	25,204.36	67,530.01 8,869.12	130,000.00 54,000.00	62,469.99 45,130.88	51.95 16.42
4430 - PUMP STATIONS (O & M)	10,100.74	19,591.43	285,000.00	265,408.57	6.87
4435 - CHLORINE STATION	0.00	561.05	5,520.00	4,958.95	10.16
4440 - EQUIPMENT	8,346.71	16,984.19	77,000.00	60,015.81	22.06
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT	0.00	0.00	5,631.00	5,631.00	0.00
4447 - GPS EQUIPMENT	0.00	0.00	27,028.00	27,028.00	0.00
4450 - SHOP/YARD	3,233.69	11,643.62	51,000.00	39,356.38	22.83
4460 - VEHICLES	13,193.01	40,619.89	104,040.00	63,420.11	39.04
4470 - SAFETY	343.00	3,475.30	20,400.00	16,924.70	17.04
4480 - CONTROL VAULTS	0.00	0.00	34,000.00	34,000.00	0.00
OPERATION & MAINTENANCE	(94,391.03)	(263,138.03)	(2,142,431.00)	(1,879,292.97)	12.28
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 FLECTRICITY	12.464.01	29.729.55	194 722 00	145 002 45	20.07
4600 - ELECTRICITY	13,464.91	38,738.55	184,722.00	145,983.45 (15,405.25)	20.97
4640 - METER VAULTS 4650 - FILL STATION	0.00 138.73	15,405.25 138.73	0.00 0.00	(13,403.23)	0.00
4000 - PILL STATION	136.73	136.73	0.00	(136.73)	0.00
ELECTRICITY	(13,603.64)	(54,282.53)	(184,722.00)	(130,439.47)	29.39
4700 - COMMUNICATIONS	100.08	300.53	51,000.00	50,699.47	0.59
COMMUNICATIONS	(100.08)	(300.53)	(51,000.00)	(50,699.47)	0.59
4810 - GENERAL	2,943.51	8,830.53	75,500.00	66,669.47	11.70
4820 - AUTO	968.45	2,905.35	20,400.00	17,494.65	14.24
4830 - WORKER'S COMP	2,546.96	15,039.00	76,500.00	61,461.00	19.66
INSURANCE	(6,458.92)	(26,774.88)	(172,400.00)	(145,625.12)	15.53
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	504,066.06	2,306,342.63	8,577,426.00	6,271,083.37	26.89
TOTAL OFERATING EAFENSES	504,000.00	2,300,342.03	0,577,420.00	0,271,065.57	20.09
ADMINISTRATIVE EXPENSE	15.251.01	125 (51 20	500 541 00	402 0 50 00	25.10
5110 - OFFICE	45,364.01	135,671.20	538,541.00	402,869.80	25.19
SALARIES	45,364.01	135,671.20	538,541.00	402,869.80	25.19
5210 - FICA	13,173.45	39,160.89	139,000.00	99,839.11	28.17
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	13,173.45	39,160.89	144,068.00	104,907.11	27.18
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	13,202.43	0.00	(13,202.43)	0.00
HEALTH INSURANCE	4,400.81	13,202.43	61,200.00	47,997.57	21.57
5400 - OFFICE UTILITIES	324.28	971.80	0.00	(971.80)	0.00
5401 - ELECTRICITY	728.38	2,236.01	10,200.00	7,963.99	21.92
5402 - PROPANE	1,534.66	8,184.72	7,140.00	(1,044.72)	114.63
5403 - TELEPHONE	4,754.15	14,121.93	23,460.00	9,338.07	60.20
5404 - CELL PHONE SERVICE	1,597.73	4,819.66	20,400.00	15,580.34	23.63
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,700.00	4,420.00	20,400.00	15,980.00	21.67
5400 SECURITY CAMERAS	433.28	729.92	612.00	(117.92)	119.27
5409 - SECURITY CAMERAS 5410 - OFFICE EQUIPMENT	1,690.00 0.00	3,380.00 0.00	12,000.00 500.00	8,620.00 500.00	28.17 0.00
5410 - OFFICE EQUIPMENT 5412 - PRINTERS	251.58	617.76	500.00	(117.76)	123.55
	231.30	017.70	300.00	(117.70)	123.33

For Management Purposes Only

# Detail For the Three Months Ending March 31, 2024

	CURRENT			+ OR -	%
5410 EUDANTURE	MONTH	YTD	BUDGET	BUDGET	BUDGET
5413 - FURNITURE 5440 - COMPUTER	0.00 0.00	0.00 0.00	2,815.00 5,000.00	2,815.00 5,000.00	0.00 0.00
5441 - COMPUTER SUPPORT	7,856.40	19,410.36	67,570.00	48,159.64	28.73
5442 - HARDWARE (COMPUTERS)	2,136.61	4,922.89	0.00	(4,922.89)	0.00
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	0.00	1,281.90	30,600.00	29,318.10	4.19
5445 - SENSUS METER SUPPORT	0.00	0.00	3,060.00	3,060.00	0.00
OFFICE UTILITIES	23,007.07	65,096.95	211,907.00	146,810.05	30.72
5510 - OFFICE EXPENSES	15,942.22	61,467.86	178,609.00	117,141.14	34.41
5520 - POSTAGE	0.00	29.90	3,378.00	3,348.10	0.89
5530 - BANK / CREDIT CARD FEES	3,368.78	11,212.93	5,631.00	(5,581.93)	199.13
5540 - BUILDING MAINTENANCE 5560 - PRINTING	700.00 0.00	1,000.00 0.00	1,126.00 2,815.00	126.00 2,815.00	88.81 0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,378.00	3,378.00	0.00
OFFICE EXPENSE	20,011.00	73,710.69	194,937.00	121,226.31	37.81
5610 - LEGAL	26,534.13	89,529.16	364,140.00	274,610.84	24.59
5620 - ACCOUNTING	2,000.00	16,000.00	51,000.00	35,000.00	31.37
5625 - EASEMENT FEES 5630 - WATER TRANSFER FEES	0.00 0.00	800.00 3,443.50	0.00 4,000.00	(800.00) 556.50	0.00 86.09
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	10,968.75	60,072.00	208,080.00	148,008.00	28.87
5660 - MEMBERSHIP FEES	0.00	18,758.60	60,000.00	41,241.40	31.26
5680 - LAND ACQUISITION	17,666.01	27,426.51	100,000.00	72,573.49	27.43
PROFESSIONAL FEES	57,168.89	216,029.77	787,934.00	571,904.23	27.42
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	163,125.23	542,871.93	2,048,587.00	1,505,715.07	26.50
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	1,000,000.00	1,000,000.00	0.00
STORAGE TANKS	0.00	0.00	1,000,000.00	1,000,000.00	0.00
6300 - PUMP STATIONS	0.00	19,257.61	75,000.00	55,742.39	25.68
PUMP STATIONS	0.00	19,257.61	75,000.00	55,742.39	25.68
6410 - VEHICLES	0.00	0.00	220,000.00	220,000.00	0.00
EQUIPMENT	0.00	0.00	220,000.00	220,000.00	0.00
6505 - ENGINEERING	140,075.85	364,244.25	1,200,000.00	835,755.75	30.35
6510 - WATER LINES	910,792.55	1,518,652.88	19,700,000.00	18,181,347.12	7.71
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,250.00	0.00	(13,250.00)	0.00
SYSTEM	1,050,868.40	1,896,147.13	21,700,000.00	19,803,852.87	8.74
6610 - WATER RESOURCE MANAGER	0.00	851.33	0.00	(851.33)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	0.00	50,000.00	6,000,000.00	5,950,000.00	0.83
6630 - LEGAL (WRM) 6640 - STORAGE	2,758.28 19,043.61	14,414.90 84,918.46	310,000.00 0.00	295,585.10 (84,918.46)	4.65 0.00
	17,015.01	5.,710.10		(51,710.10)	0.00

#### Income Statement Detail

For the Three Months Ending March 31, 2024

WATER RIGHTS	CURRENT MONTH <b>21,801.89</b>	YTD <b>150,184.69</b>	BUDGET <b>6,510,000.00</b>	+ OR - BUDGET <b>6,359,815.31</b>	% BUDGET <b>2.31</b>
6710 - EASEMENTS 6720 - LAND 6730 - SURVEYING	24,115.24 0.00 0.00	82,316.24 0.00 175.00	75,000.00 100,000.00 5,000.00	(7,316.24) 100,000.00 4,825.00	109.75 0.00 3.50
LAND/EASEMENTS	24,115.24	82,491.24	180,000.00	97,508.76	45.83
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	1,096,785.53	2,148,080.67	29,685,000.00	27,536,919.33	7.24
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES TOTAL EXPENSES	1,885,931.04 1,765,974.32	5,473,705.99 5,005,006.32	27,547,095.00 44,793,042.00	22,073,389.01 39,788,035.68	19.87 11.17
PROFIT/LOSS	119,956.72	468,699.67	(17,245,947.00)	(17,714,646.67)	(2.72)

# Account Reconciliation As of Mar 31, 2024

### 1014 - 1014 - BANK OF COLORADO Bank Statement Date: March 31, 2024

Beginning GL Balance	Filter Criteria includes: Report is	printed in Detail F	ormat.			
Add (Less) Other	Beginning GL Balance				1,415,446.74	
Ending GL Balance Ending Bank Balance Ending Bank Balance  Add back deposits in transit  Total deposits in transit  (Less) outstanding checks  Nov 18, 2022	Add: Cash Receipts				339,970.92	
Ending GL Balance Ending Bank Balance  Add back deposits in transit  Total deposits in transit  (Less) outstanding checks  Nov 18, 2022 17106 (227.65) Nov 30, 2023 18286 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18289 (1,100.00) Nov 30, 2023 18305 (1,100.00) Nov 30, 2023 18305 (1,100.00) Jan 26, 2024 18490 (198.24) Jan 30, 2024 18490 (198.24) Jan 30, 2024 18529 (14.43) Feb 9, 2024 18529 (14.43) Feb 9, 2024 18533 (26.64) Feb 16, 2024 18659 (51.42) Mar 1, 2024 18664 (1,100.00) Mar 12, 2024 18668 (20.00) Mar 12, 2024 18668 (20.00) Mar 12, 2024 18668 (20.00) Mar 14, 2024 18668 (20.00) Mar 18, 2024 18668 (20.00) Mar 18, 2024 18668 (20.00) Mar 20, 2024 18689 (73.500.00) Mar 20, 2024 18689 (73.500.00) Mar 20, 2024 18689 (247.00) Mar 20, 2024 18689 (247.00) Mar 20, 2024 18689 (247.00) Mar 20, 2024 18689 (25.01) Mar 20, 2024 18689 (25.01) Mar 21, 2024 18689 (10.00) Mar 20, 2024 18689 (25.01) Mar 21, 2024 18689 (10.00) Mar 22, 2024 18699 (38.00) Mar 21, 2024 18699 (4.985.00) Mar 21, 2024 18699 (38.00) Mar 21, 2024 18699 (38.00) Mar 22, 2024 18699 (38.00) Mar 22, 2024 18699 (38.00) Mar 26, 2024 18699 (38.00) Mar 26, 2024 18699 (38.00) Mar 26, 2024 18696 (28.00) Mar 27, 2024 18696 (28.00) Mar 28, 2024 CCO339 378.95 Mar 31, 2024 CCO339 378.95 Mar 31, 2024 CCO339 378.95 Mar 31, 2024 CCO331 746.25 Mar 28, 2024 CCO331 746.25	Less: Cash Disbursements				(950,406.04)	
Ending Bank Balance  Add back deposits in transit  Total deposits in transit  (Less) outstanding checks  Nov 18, 2022 17106 (227.65) Nov 30, 2023 18286 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18299 (1,100.00) Nov 30, 2023 18302 (1,100.00) Nov 30, 2023 18305 (1,100.00) Nov 30, 2023 18305 (1,100.00) Septimore of the state of the	Add (Less) Other				1,280,991.03	
Add back deposits in transit  Total deposits in transit  (Less) outstanding checks  Nov 18, 2022 17106 (227.65) Nov 30, 2023 18286 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18299 (1,100.00) Nov 30, 2023 18392 (1,100.00) Nov 30, 2023 18305 (1,100.00) Nov 30, 2024 18494 (8,000.00) Feb 9, 2024 18593 (26.64) Feb 16, 2024 18553 (26.64) Feb 16, 2024 18563 (51.42) Mar 1, 2024 18663 (25.00) Mar 12, 2024 18664 (1,100.00) Mar 11, 2024 18668 (25.00) Mar 12, 2024 18664 (9,910.46) Mar 12, 2024 18666 (2,032.75) Mar 18, 2024 18677 (9,595.54) Mar 20, 2024 18687 (62.82) Mar 20, 2024 18689 (247.00) Mar 20, 2024 18683 (246.04) Mar 20, 2024 18683 (246.04) Mar 20, 2024 18684 (9,918.00) Mar 20, 2024 18685 (19,043.61) Mar 20, 2024 18686 (100.08) Mar 21, 2024 18689 (256.13) Mar 21, 2024 18699 (73,500.00) Mar 22, 2024 18689 (256.13) Mar 21, 2024 18689 (256.13) Mar 21, 2024 18699 (78.50.00) Mar 22, 2024 18699 (79.50.00) Mar 21, 2024 18689 (256.13) Mar 21, 2024 18699 (256.13) Mar 21, 2024 18699 (79.50.00) Mar 22, 2024 18699 (79.50.00) Mar 24, 2024 18699 (256.13) Mar 25, 2024 18699 (256.13) Mar 26, 2024 18693 (22.212.29) Mar 26, 2024 18693 (22.212.29) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 27, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 27, 2024 18696 (28.00) Mar 28, 2024 CC0330 878.95 Mar 31, 2024 CC0330 775.28	Ending GL Balance				2,086,002.65	
Total deposits in transit  (Less) outstanding checks  Nov 18, 2022 17106 (227.65) Nov 30, 2023 18286 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18299 (1,100.00) Nov 30, 2023 18302 (1,100.00) Nov 30, 2023 18302 (1,100.00) Nov 30, 2023 18305 (1,100.00) Jan 26, 2024 18490 (198.24) Jan 30, 2024 18490 (198.24) Jan 30, 2024 18533 (26.64) Feb 9, 2024 18553 (26.64) Feb 16, 2024 18569 (51.42) Mar 1, 2024 18669 (51.42) Mar 1, 2024 18668 (20.00.00) Mar 11, 2024 18668 (20.03.75) Mar 18, 2024 18668 (20.03.75) Mar 18, 2024 18666 (20.03.75) Mar 18, 2024 18677 (9,595.54) Mar 20, 2024 18678 (62.82) Mar 20, 2024 18682 (247.00) Mar 20, 2024 18683 (246.04) Mar 20, 2024 18684 (9,918.00) Mar 20, 2024 18688 (19,043.61) Mar 20, 2024 18688 (19,043.61) Mar 20, 2024 18688 (19,043.61) Mar 20, 2024 18689 (19,043.61) Mar 21, 2024 18689 (19,043.61) Mar 22, 2024 18689 (26.61.3) Mar 21, 2024 18689 (26.61.3) Mar 21, 2024 18699 (4,985.00) Mar 21, 2024 18691 (880.00) Mar 22, 2024 18693 (22.12.29) Mar 26, 2024 18694 (7,820.00) Mar 27, 2024 18695 (15,401.79) Mar 28, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (15,401.79) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (15,401.79) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (15,401.79) Mar 27, 2024 18696 (28.00) Mar 28, 2024 18696 (15,401.79) Mar 28, 2024 18697 (152.40) Mar 29, 2024 18696 (28.00) Mar 21, 2024 18696 (28.00) Mar 22, 2024 18696 (28.00) Mar 23, 2024 1224 1229 Mar 24, 2024 1224 1229 Mar 25, 2024 1224 1229 Mar 26, 2024 1224 1229 Mar 26, 2024 1224 1229 Mar 27, 2024 1224 1229 Mar 28, 2024 (2024 1229) M	Ending Bank Balance				2,449,055.36	
Cless  outstanding checks	Add back deposits in transit					
Nov 18, 2022 17106 (227.65) Nov 30, 2023 18286 (1,100.00) Nov 30, 2023 18288 (1,100.00) Nov 30, 2023 18299 (1,100.00) Nov 30, 2023 18305 (1,100.00) Nov 30, 2023 18305 (1,100.00) Jan 26, 2024 18490 (198.24) Jan 30, 2024 18494 (8,000.00) Feb 9, 2024 18553 (26.64) Feb 16, 2024 18569 (51.42) Mar 1, 2024 18658 (25.00) Mar 8, 2024 18658 (25.00) Mar 12, 2024 18664 (9,910.46) Mar 12, 2024 18666 (2,032.75) Mar 18, 2024 18677 (9,595.54) Mar 18, 2024 18683 (247.00) Mar 20, 2024 18683 (247.00) Mar 20, 2024 18683 (247.00) Mar 20, 2024 18684 (9,10.00) Mar 20, 2024 18685 (19,043.61) Mar 20, 2024 18686 (10.00) Mar 20, 2024 18680 (248.04) Mar 20, 2024 18688 (25.00) Mar 20, 2024 18689 (51.42) Mar 20, 2024 18679 (73,500.00) Mar 20, 2024 18680 (248.04) Mar 20, 2024 18684 (9,018.00) Mar 20, 2024 18688 (2,136.61) Mar 21, 2024 18689 (256.13) Mar 22, 2024 18689 (256.13) Mar 21, 2024 18689 (256.13) Mar 21, 2024 18690 (4,985.00) Mar 21, 2024 18691 (880.00) Mar 22, 2024 18693 (2,212.29) Mar 26, 2024 18694 (7,820.00) Mar 26, 2024 18695 (15,401.79) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18697 (152.40) Mar 26, 2024 18697 (152.40) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18697 (152.40) Mar 27, 2024 18696 (28.00) Mar 26, 2024 18696 (28.00) Mar 26, 2024 18697 (152.40) Mar 27, 2024 18697 (152.40) Mar 28, 2024 CC0329 1,702.55 Mar 30, 2024 CC0330 878.95 Mar 31, 2024 CC0331 746.25 Mar 31, 2024 CC0331 746.25	Total deposits in transit					
Add (Less) Other  Mar 28, 2024	(Less) outstanding checks	Nov 30, 2023 Jan 26, 2024 Jan 30, 2024 Feb 9, 2024 Feb 9, 2024 Mar 1, 2024 Mar 1, 2024 Mar 12, 2024 Mar 12, 2024 Mar 20, 2024 Mar 21, 2024 Mar 26, 2024	18286 18288 18299 18302 18305 18490 18494 18529 18533 18569 18613 18644 18658 18664 18677 18678 18679 18682 18683 18684 18685 18685 18686 18685 18686 18690 18691 18692 18693 18694 18695 18696 18697	(1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (14.43) (26.64) (51.42) (475.00) (1,100.00) (25.00) (9,910.46) (2,032.75) (9,595.54) (62.82) (73,500.00) (247.00) (246.04) (9,018.00) (19,043.61) (100.08) (2,136.61) (2,136.61) (256.13) (4,985.00) (880.00) (5,831.40) (2,212.29) (7,820.00) (15,401.79) (28.00) (152.40)		
Mar 28, 2024 CC0328 3,861.31 Mar 29, 2024 CC0329 1,702.55 Mar 30, 2024 CC0330 878.95 Mar 31, 2024 CC0331 746.25 Mar 28, 2024 CCIH0320 753.28	Total outstanding checks				(371,248.30)	
	Add (Less) Other	Mar 29, 2024 Mar 30, 2024 Mar 31, 2024 Mar 28, 2024	CC0329 CC0330 CC0331 CCIH0320	1,702.55 878.95 746.25 753.28		

#### 4/8/24 at 14:35:29.06 Page: 2

#### **NORTH WELD COUNTY WATER DISTRICT**

Account Reconciliation As of Mar 31, 2024

1014 - 1014 - BANK OF COLORADO Bank Statement Date: March 31, 2024

Filter Criteria includes: Report is printed in Detail Format.

 Unreconciled difference
 0.00

 Ending GL Balance
 2,086,002.65

# Account Reconciliation As of Mar 31, 2024

### 1015 - 1015 - COLO TRUST - GENERAL Bank Statement Date: March 31, 2024

Beginning GL Balance	16,9	39,582.47
Add: Cash Receipts		
Less: Cash Disbursements		
Add (Less) Other		76,535.04
Ending GL Balance	17,0	16,117.51
Ending Bank Balance	17,0	)16,117.51
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Total outstanding checks		
Add (Less) Other		
Total other		
Unreconciled difference		0.00
Ending GL Balance	17,0	016,117.51

# Account Reconciliation As of Mar 31, 2024

### 1019 - 1019 - COLO TRUST - 2019 BOND Bank Statement Date: March 31, 2024

Beginning GL Balance	2,305,251.26
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	10,254.62
Ending GL Balance	2,315,505.88
Ending Bank Balance	2,315,505.88
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,315,505.88

# Account Reconciliation As of Mar 31, 2024

### 1020 - 1020 - COLO TRUST - 2022 BOND Bank Statement Date: March 31, 2024

Beginning GL Balance	37,002,352.05
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	164,600.51
Ending GL Balance	37,166,952.56
Ending Bank Balance	37,166,952.56
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	37,166,952.56

#### NORTH WELD COUNTY WATER DISTRICT Balance Sheet April 30, 2024

#### **ASSETS**

Current Assets  1014 - BANK OF COLORADO  1015 - COLO TRUST - GENERAL  1017 - COLO TRUST - RRR  1019 - COLO TRUST - 2019 BOND  1020 - COLO TRUST - 2022 BOND  1030 - CASH DRAWER  1035 - CONTRA CASH RESERVE  1050 - CASH RESERVE (CWRPDA)  1100 - AR WATER (DRIP)  1105 - AR CONSTRUCTION METERS  1116 - ACCOUNTS RECEIVABLE  1230 - PREPAID INSURANCE  1300 - INVENTORY	\$ 287,217.36 15,084,497.14 265,563.25 2,325,474.92 37,326,968.67 200.00 (1,705,883.00) 1,705,883.00 1,633,242.37 526,779.00 4,134.91 73,847.26 2,149,467.74	
Total Current Assets		59,677,392.62
Property and Equipment 1220 - LAND BUILDING SITE 1222 - CSU DRYING BEDS 1225 - LAND & EASEMENTS 1405 - WATER RIGHTS OWNED 1407 - WATER STORAGE 1415 - MACHINERY & EQUIPMENT 1416 - DEPREC - MACH & EQUIP 1420 - OFFICE EQUIPMENT 1421 - DEPREC - OFFICE EQUIP 1425 - PIPELINES 1426 - DEPREC - PIPELINES 1430 - STORAGE TANKS 1431 - DEPREC - STORAGE TANKS 1432 - MASTER METERS 1433 - DEPREC MASTER METERS 1435 - PUMP STATIONS 1436 - DEPREC - PUMP STATIONS 1437 - FILL STATION 1438 - DEPREC - FILL STATION 1440 - PAVING 1441 - DEPREC - PAVING 1445 - OFFICE BUILDING 1454 - CONSTRUCT IN PROGRESS	541,875.18 28,612.00 3,440,118.09 102,112,451.44 6,572,497.14 2,600,943.63 (2,007,120.85) 52,720.33 (52,720.11) 76,865,500.90 (26,502,452.05) 3,626,714.18 (1,642,003.81) 689,854.53 (82,279.68) 5,974,705.89 (2,826,752.24) 15,555.00 (4,666.50) 25,500.20 (25,499.80) 1,667,567.41 (568,176.17) 8,278,217.77	
Total Property and Equipment		178,781,162.48
Other Assets 1457 - FILTER PLANT EQUITY 1466 - Bond Cst of Issue '19	22,849,610.70 170,061.37	
Total Other Assets		23,019,672.07
Total Assets		\$ 261,478,227.17

#### LIABILITIES AND CAPITAL

Current Liabilities	
2215 - ACCOUNTS PAYABLES	\$ 279,761.06
2216 - CONST MTR DEPOSITS	95,524.94
2230 - ACCRUED WAGES	74,373.11

# NORTH WELD COUNTY WATER DISTRICT Balance Sheet

April 30, 2024

<ul><li>2231 - ACCRUED COMP ABSENCES</li><li>2232 - ACCRUED INTEREST</li><li>2240 - Retainage Payable</li></ul>	162,037.28 625,550.00 455,109.03		
Total Current Liabilities			1,692,355.42
Long-Term Liabilities			
2222 - 2019 Bond Payable	16,160,000.00		
2223 - Bond Premium '19	702,637.62		
2224 - 2020 BOND PAYABLE	2,640,000.00		
2226 - 01A BOND	34,615,000.00		
2226.1 - 2022 Bond Premium	3,374,785.12		
2229 - PREMIUM ON 2009A LOAN	40,317.67		
Total Long-Term Liabilities		_	57,532,740.41
Total Liabilities			59,225,095.83
Capital			
2800 - RETAINED EARNINGS	203,999,282.11		
Net Income	(1,746,150.77)		
T . 10 1			202 252 121 24
Total Capital		_	202,253,131.34
Total Liabilities & Capital		\$	261,478,227.17

For the Four Months Ending April 30, 2024

DEVENITE		CURRENT MONTH		YTD		BUDGET	+ OR - BUDGET	% BUDGET
REVENUES 3110 - METERED SALES 3111 - WATER ALLOC SURCHARGE 3112 - PLANT INVEST SURCHARGE	\$	824,052.91 416,032.50 297,054.00	\$	3,153,126.01 1,467,252.50 746,527.50	\$	14,417,718.00 4,300,000.00 2,800,000.00	11,264,591.99 2,832,747.50 2,053,472.50	21.87 34.12 26.66
3113 - ADJUSTMENTS		79,867.45		289,745.48		0.00	(289,745.48)	0.00
3140 - CONST METER USAGE		18,382.50		57,081.46		213,282.00	156,200.54	26.76
3141 - CONSTR METER RENTAL		1,145.00		3,490.00		5,722.00	2,232.00	60.99
3142 - CONSTRUCT METER REPAIR	-	121.50		5,654.15	-	572.00	(5,082.15)	988.49
OPERATING		1,636,655.86		5,722,877.10	_	21,737,294.00	16,014,416.90	26.33
3210 INTEREST-COTRUST-GENERAL 3220 - PORT PARTONAGE AGFINITY		238,364.78 0.00		989,406.66 2,553.52		1,500,000.00 845.00	510,593.34 (1,708.52)	65.96 302.19
	•		•	•	-			
NON OPERATING		238,364.78		991,960.18	-	1,500,845.00	508,884.82	66.09
3310 - TAP (PI) FEES		2,716,200.00		3,088,500.00		3,300,000.00	211,500.00	93.59
3311 - DISTANCE FEES		429,000.00		484,500.00		180,186.00	(304,314.00)	268.89
3312 - WATER (ALLOCATION) FEE		0.00		0.00		210,000.00	210,000.00	0.00
3314 - INSTALLATION FEES 3315 - METER RELOCATION FEE		6,300.00 0.00		48,446.22 0.00		337,849.00 1,689.00	289,402.78 1,689.00	14.34 0.00
3316 - LINE EXTENSION FEE		0.00		0.00		1,689.00	156,060.00	0.00
3320 - NON-POTABLE TAP FEE		0.00		10,000.00		10,000.00	0.00	100.00
3321 - NON-POTABLE INSTALL		0.00		21,515.00		0.00	(21,515.00)	0.00
3330 - COMMITMENT LETTER FEE		100.00		1,300.00		0.00	(1,300.00)	0.00
3331 - REVIEW FEE		40.00		520.00		0.00	(520.00)	0.00
3360 - OFFSITE INFRASTRUCTURE		0.00		73,260.11	_	0.00	(73,260.11)	0.00
NEW SERVICE		3,151,640.00		3,728,041.33	_	4,195,784.00	467,742.67	88.85
3410 - WATER RENTAL 3415 - WSSC RETURN FLOW RENTAL		0.00 1,628.00		0.00 1,628.00		18,571.00 0.00	18,571.00 (1,628.00)	0.00 0.00
AG WATER	•	1,628.00	•	1,628.00	_	18,571.00	16,943.00	8.77
3500 - MISCELLANEOUS	•	0.00	•	54,973.14	_	0.00	(54,973.14)	0.00
3520 - TRANSFER FEES		900.00		2,300.00		10,000.00	7,700.00	23.00
3530 - RISE TOWER RENT		300.00		1,200.00	_	8,221.00	7,021.00	14.60
MISCELLANEOUS		1,200.00		58,473.14	_	18,221.00	(40,252.14)	320.91
TOTAL REVENUES		5,029,488.64		10,502,979.75	_	27,470,715.00	16,967,735.25	38.23
ODED ATING EVDENCE								
OPERATING EXPENSE 4110 - POTABLE WATER		0.00		1,035,349.66		3,278,725.90	2,243,376.24	31.58
4130 - CARRYOVER		0.00		0.00		93,063.81	93,063.81	0.00
4140 - WINTER WATER		0.00		0.00		5,743.43	5,743.43	0.00
4150 - ASSESSMENTS		12,028.80		500,083.08		536,331.86	36,248.78	93.24
4160 - RULE 11 FEES		0.00		0.00		66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	-	1,278.00		4,700.00	_	14,280.00	9,580.00	32.91
WATER		(13,306.80)		(1,540,132.74)	_	(3,994,486.00)	(2,454,353.26)	38.56
4210 - SALARIES, FIELD		95,614.76		428,048.58		1,422,445.00	994,396.42	30.09
4220 - SALARIES, ENGINEERING		10,858.63		44,061.80		316,162.00	272,100.20	13.94
4240 - INSURANCE HEALTH		16,239.48		63,330.77		198,308.00	134,977.23	31.94
4250 - RETIREMENT		7,302.96		29,199.40		86,420.00	57,220.60	33.79
4260 - AWARDS		0.00		0.00		1,392.00	1,392.00	0.00
4270 - UNIFORMS		(39.00)		357.00		6,500.00	6,143.00	5.49
4280 - MISCELLANEOUS		0.00		0.00	_	1,160.00	1,160.00	0.00
EMPLOYEES	-	(129,976.83)		(564,997.55)	-	(2,032,387.00)	(1,467,389.45)	27.80
REPAIRS		0.00		0.00	_	0.00	0.00	0.00
4410 - FIELD		1,755.52		17,427.65		60,000.00	42,572.35	29.05
4411 - LOCATES		1,171.32		3,997.71		17,000.00	13,002.29	23.52
4412 - FARM PROPERTIES		0.00		0.00		3,000.00	3,000.00	0.00

For the Four Months Ending April 30, 2024

	CURRENT			+ OR -	%
	MONTH	YTD	BUDGET	BUDGET	BUDGET
4413 - SITE MAINTENANCE ANNUAL	0.00	0.00	5,812.00	5,812.00	0.00
4414 - CONSTRUCTION METER	0.00	7,350.90	0.00 473,000.00	(7,350.90)	0.00
4415 - WATER LINES (REPAIRS) 4416 - APPURTENANCE(REPAIR)	3,156.08 3,933.75	37,025.40 8,014.93	225,000.00	435,974.60 216,985.07	7.83 3.56
4417 - METER SETTING	0.00	30.063.50	510,000.00	479,936.50	5.89
4418 - MASTER METERS	367.50	367.50	25.000.00	24,632.50	1.47
4419 - SERVICE WORK	0.00	67,530.01	130,000.00	62,469.99	51.95
4420 - STORAGE TANKS (O & M)	11,475.65	20,344.77	54,000.00	33,655.23	37.68
4430 - PUMP STATIONS (O & M)	4,102.01	23,693.44	285,000.00	261,306.56	8.31
4435 - CHLORINE STATION	0.00	561.05	5,520.00	4,958.95	10.16
4440 - EQUIPMENT	1,727.32	18,711.51	77,000.00	58,288.49	24.30
4445 - SCADA EQUIPMENT	0.00	0.00	30,000.00	30,000.00	0.00
4446 - LOCATING EQUIPMENT 4447 - GPS EQUIPMENT	0.00 0.00	0.00 0.00	5,631.00 27,028.00	5,631.00 27,028.00	0.00
4450 - SHOP/YARD	4,042.02	15,685.64	51,000.00	35,314.36	30.76
4460 - VEHICLES	21,407.57	62,027.46	104,040.00	42,012.54	59.62
4470 - SAFETY	7,741.03	11,216.33	20,400.00	9,183.67	54.98
4480 - CONTROL VAULTS	0.00	0.00	34,000.00	34,000.00	0.00
OPERATION & MAINTENANCE	(60,879.77)	(324,017.80)	(2,142,431.00)	(1,818,413.20)	15.12
ENGINEEDING					0.00
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	13,520.41	52,258.96	184,722.00	132,463.04	28.29
4640 - METER VAULTS	0.00	15,405.25	0.00	(15,405.25)	0.00
4650 - FILL STATION	0.00	138.73	0.00	(138.73)	0.00
ELECTRICITY	(13,520.41)	(67,802.94)	(184,722.00)	(116,919.06)	36.71
4700 - COMMUNICATIONS	100.08	400.61	51,000.00	50,599.39	0.79
COMMUNICATIONS	(100.08)	(400.61)	(51,000.00)	(50,599.39)	0.79
4810 - GENERAL	2,943.51	11,774.04	75,500.00	63,725.96	15.59
4820 - AUTO	968.45	3,873.80	20,400.00	16,526.20	18.99
4830 - WORKER'S COMP	4,547.84	19,586.84	76,500.00	56,913.16	25.60
INSURANCE	(8,459.80)	(35,234.68)	(172,400.00)	(137,165.32)	20.44
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	226,243.69	2,532,586.32	8,577,426.00	6,044,839.68	29.53
	220,243.09	2,532,560.32	0,577,420.00	0,044,839.08	29.55
ADMINISTRATIVE EXPENSE 5110 - OFFICE	45,659.95	181,331.15	538,541.00	357,209.85	33.67
		· ·	<u> </u>		
SALARIES	45,659.95	181,331.15	538,541.00	357,209.85	33.67
5210 - FICA	11,768.54	50,929.43	139,000.00	88,070.57	36.64
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	11,768.54	50,929.43	144,068.00	93,138.57	35.35
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	17,603.24	0.00	(17,603.24)	0.00
HEALTH INSURANCE	4,400.81	17,603.24	61,200.00	43,596.76	28.76
5400 - OFFICE UTILITIES	323.80	1,295.60	0.00	(1,295.60)	0.00
5401 - ELECTRICITY	708.28	2,944.29	10,200.00	7,255.71	28.87
5402 - PROPANE	0.00	8,184.72	7,140.00	(1,044.72)	114.63
5403 - TELEPHONE	5,675.15	19,797.08	23,460.00	3,662.92	84.39
5404 - CELL PHONE SERVICE	1,613.54	6,433.20	20,400.00	13,966.80	31.54
5405 - CELL PHONE ACCESSORIES 5406 - OFFICE CLEANING SERVICE	0.00 1,360.00	0.00 5,780.00	510.00 20,400.00	510.00 14,620.00	0.00 28.33
5400 - OFFICE CLEANING SERVICE 5407 - INTERNET					40
.24U / - INTERNET					
5407 - INTERNET 5409 - SECURITY CAMERAS	226.64 1,690.00	956.56 5,070.00	612.00 12,000.00	(344.56) 6,930.00	156.30 42.25
	226.64	956.56	612.00	(344.56)	156.30

For Management Purposes Only

For the Four Months Ending April 30, 2024

				0.70	
	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5412 - PRINTERS	183.09	800.85	500.00	(300.85)	160.17
5413 - FURNITURE	0.00	0.00	2,815.00	2,815.00	0.00
5440 - COMPUTER	0.00	0.00	5,000.00	5,000.00	0.00
5441 - COMPUTER SUPPORT	5,772.40	25,182.76	67,570.00	42,387.24	37.27
5442 - HARDWARE (COMPUTERS)	0.00	4,922.89	0.00	(4,922.89)	0.00
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	0.00	1,281.90	30,600.00	29,318.10	4.19
5445 - SENSUS METER SUPPORT	0.00	0.00	3,060.00	3,060.00	0.00
OFFICE UTILITIES	17,552.90	82,649.85	211,907.00	129,257.15	39.00
5510 - OFFICE EXPENSES	26,339.44	87,807.30	178,609.00	90,801.70	49.16
5520 - POSTAGE	0.00	29.90	3,378.00	3,348.10	0.89
5530 - BANK / CREDIT CARD FEES	3,811.49	15,024.42	5,631.00	(9,393.42)	266.82
5540 - BUILDING MAINTENANCE	490.44	1,490.44	1,126.00	(364.44)	132.37
5560 - PRINTING 5580 - DUES & REGISTRATION	0.00 0.00	0.00 0.00	2,815.00 3,378.00	2,815.00 3,378.00	0.00 0.00
OFFICE EXPENSE	30,641.37	104,352.06	194,937.00	90,584.94	53.53
5610 - LEGAL	18,123.72	107,652.88	364,140.00	256,487.12	29.56
5620 - ACCOUNTING	42,000.00	58,000.00	51,000.00	(7,000.00)	113.73
5625 - EASEMENT FEES	0.00	800.00	0.00	(800.00)	0.00
5630 - WATER TRANSFER FEES	1,500.00	4,943.50	4,000.00	(943.50)	123.59
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	1,224.90	61,296.90	208,080.00	146,783.10	29.46
5660 - MEMBERSHIP FEES	0.00 1,723.09	18,758.60	60,000.00 100.000.00	41,241.40 70,850.40	31.26 29.15
5680 - LAND ACQUISITION	1,723.09	29,149.60	100,000.00	70,830.40	29.13
PROFESSIONAL FEES	64,571.71	280,601.48	787,934.00	507,332.52	35.61
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
MISCELLANEOUS	0.00	0.00	110,000.00	110,000.00	0.00
TOTAL ADMINISTRATIVE EXPENSE	174,595.28	717,467.21	2,048,587.00	1,331,119.79	35.02
CAPITAL IMPROVEMENTS					
SOLDIER CYN FILTER PLANT	0.00	0.00	0.00	0.00	0.00
6200 - STORAGE TANKS	0.00	0.00	1,000,000.00	1,000,000.00	0.00
STORAGE TANKS	0.00	0.00	1,000,000,00	1,000,000.00	0.00
6300 - PUMP STATIONS	0.00	19,257.61	75,000.00	55,742.39	25.68
	0.00	· · · · · · · · · · · · · · · · · · ·			
PUMP STATIONS		19,257.61	75,000.00	55,742.39	25.68
6410 - VEHICLES	93,013.40	93,013.40	220,000.00	126,986.60	42.28
EQUIPMENT	93,013.40	93,013.40	220,000.00	126,986.60	42.28
6505 - ENGINEERING	4,467.61	368,711.86	1,200,000.00	831,288.14	30.73
6510 - WATER LINES	257,106.67	1,775,759.55	19,700,000.00	17,924,240.45	9.01
6515 - METER UPGRADES	0.00	0.00	100,000.00	100,000.00	0.00
6520 - RADIO READ METERS	0.00	0.00	200,000.00	200,000.00	0.00
6530 - PRV'S	0.00	0.00	500,000.00	500,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,250.00	0.00	(13,250.00)	0.00
SYSTEM	261,574.28	2,157,721.41	21,700,000.00	19,542,278.59	9.94
6610 - WATER RESOURCE MANAGER	0.00	851.33	0.00	(851.33)	0.00
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	5,230,000.00	5,280,000.00	6,000,000.00	720,000.00	88.00
6630 - LEGAL (WRM)	465.00	14,879.90	310,000.00	295,120.10	4.80
6640 - STORAGE	12,529.99	97,448.45	0.00	(97,448.45)	0.00

#### Income Statement Detail

For the Four Months Ending April 30, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
WATER RIGHTS	5,242,994.99	5,393,179.68	6,510,000.00	1,116,820.32	82.84
6710 - EASEMENTS 6720 - LAND 6730 - SURVEYING	144,469.00 0.00 5,010.00	226,785.24 0.00 5,185.00	75,000.00 100,000.00 5,000.00	(151,785.24) 100,000.00 (185.00)	302.38 0.00 103.70
LAND/EASEMENTS	149,479.00	231,970.24	180,000.00	(51,970.24)	128.87
BUILDING/PAVING	0.00	0.00	0.00	0.00	0.00
OFFICE EQUIPMENT/MISC	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL IMPROVEMENTS	5,747,061.67	7,895,142.34	29,685,000.00	21,789,857.66	26.60
BONDS					
BOND ISSUE	0.00	0.00	0.00	0.00	0.00
INTEREST	0.00	0.00	0.00	0.00	0.00
7250 - PLANT EXPANSION	0.00	0.00	1,231,000.00	1,231,000.00	0.00
PRINCIPLE	0.00	0.00	1,231,000.00	1,231,000.00	0.00
BOND ISSUANCE COST	0.00	0.00	0.00	0.00	0.00
INTEREST EXPENSE OTHER	0.00	0.00	0.00	0.00	0.00
TOTAL BONDS	0.00	0.00	(1,231,000.00)	(1,231,000.00)	0.00
DEPRECIATION & AMORT EXPENSES					
DEPRECIATION & AMORT EXPENSE	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES TOTAL EXPENSES	5,029,645.45 7,244,495.89	10,503,351.44 12,249,502.21	27,547,095.00 44,793,042.00	17,043,743.56 32,543,539.79	38.13 27.35
PROFIT/LOSS	(2,214,850.44)	(1,746,150.77)	(17,245,947.00)	(15,499,796.23)	10.12

### Account Reconciliation As of Apr 30, 2024

## 1014 - 1014 - BANK OF COLORADO Bank Statement Date: April 30, 2024

Beginning GL Balance				2,086,002.65
Add: Cash Receipts				3,176,693.72
Less: Cash Disbursements				(1,819,272.07)
Add (Less) Other				(3,156,206.94)
Ending GL Balance				287,217.36
Ending Bank Balance				829,079.46
Add back deposits in transit	t			
Total deposits in transit				
(Less) outstanding checks	Nov 18, 2022 Nov 30, 2023 Nov 30, 2023 Nov 30, 2023 Nov 30, 2023 Jan 30, 2024 Feb 9, 2024 Mar 8, 2024 Mar 11, 2024 Apr 10, 2024 Apr 12, 2024 Apr 12, 2024 Apr 12, 2024 Apr 12, 2024 Apr 15, 2024 Apr 22, 2024 Apr 23, 2024	17106 18286 18288 18299 18302 18305 18494 18529 18644 18658 18690 18718 18738 18739 18740 18742 18744 18745 18746 18747 18755 18755 18758 18755 18758 18759 18761 18763 18764 18767 18768 18767 18768 18777 18779 18771 18772 18774 18775 18777 18779 18781 18775 18777 18779 18781 18783 18784 18786 18787 18788 18789 18790 18792 18793	(227.65) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (1,100.00) (25.00) (4,985.00) (6,768.24) (7,457.14) (227.50) (465.00) (53.28) (5,407.73) (6,297.99) (5,964.00) (259.20) (231.51) (3,770.25) (42.00) (53.28) (9.60) (35.27) (43.98) (6,700.00) (100.08) (46.50) (4,716.80) (62.82) (289.69) (2,000.88) (5,772.40) (168.83) (5,010.00) (8.44) (39.39) (137.23) (11,704.00) (6,711.03) (249.00) (15,285.61) (3,680.47) (40,000.00) (46,506.70)	

#### 5/8/24 at 18:47:38.19 Page: 2

#### NORTH WELD COUNTY WATER DISTRICT

# Account Reconciliation As of Apr 30, 2024

## 1014 - 1014 - BANK OF COLORADO Bank Statement Date: April 30, 2024

	Apr 23, 2024	18794	(46,506.70)	
	Apr 23, 2024	18795	(612.00)	
	Apr 25, 2024	18796	(52.00)	
	Apr 25, 2024	18797	(183.09)	
	Apr 25, 2024	18798	(220.00)	
	Apr 25, 2024	18799	(4,467.61)	
	Apr 26, 2024	18800	(34,474.00)	
	Apr 26, 2024	18801	(151.70)	
	Apr 29, 2024	18802	(9,995.00)	
	Apr 30, 2024	18803	(7.65)	
	Apr 30, 2024	18804	(52.12)	
	Apr 30, 2024	18805	(21,913.31)	
	Apr 30, 2024	18806	(1,804.08)	
	Apr 30, 2024	18807	(654.88)	
	Apr 30, 2024	18808	(250.00)	
	Apr 30, 2024	18809	(1,330.93)	
	Apr 30, 2024	18810	(6,653.39)	
	Apr 30, 2024	18811	(1,103.00)	
	Apr 30, 2024	18812	(1,723.09)	
	Apr 16, 2024	OL-0416202	(192,082.26)	
	Apr 29, 2024	OL-0429202	(5,675.15)	
	Apr 30, 2024	OL-0430202	(1,117.06)	
	Apr 30, 2024	OL-0430202	(4,962.62)	
	Apr 30, 2024	OL-0430202	(3,384.01)	
Total outstanding checks				(545,712.57)
Add (Less) Other				
	Apr 29, 2024	CC0429	2,037.57	
	Apr 30, 2024	CC0430	1,589.15	
	Apr 30, 2024	MARS0421	223.75	
Total other				2 950 47
Total other				3,850.47
Unreconciled difference				0.00
Ending GL Balance				287,217.36

#### 5/8/24 at 09:44:47.10 Page: 1

## NORTH WELD COUNTY WATER DISTRICT

# Account Reconciliation As of Apr 30, 2024

## 1015 - 1015 - COLO TRUST - GENERAL Bank Statement Date: April 30, 2024

Beginning GL Balance	17,016,117	7.51
Add: Cash Receipts		
Less: Cash Disbursements		
Add (Less) Other	(1,931,620	).37 <u>)</u>
Ending GL Balance	15,084,497	7.14
Ending Bank Balance	15,084,497	7.14
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
Total outstanding checks		
Add (Less) Other		
Total other		
Unreconciled difference	(	0.00
Ending GL Balance	15,084,49	7.14

# Account Reconciliation As of Apr 30, 2024

## 1019 - 1019 - COLO TRUST - 2019 BOND Bank Statement Date: April 30, 2024

Beginning GL Balance	2,315,505.88
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	9,969.04
Ending GL Balance	2,325,474.92
Ending Bank Balance	2,325,474.92
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	2,325,474.92

# Account Reconciliation As of Apr 30, 2024

## 1020 - 1020 - COLO TRUST - 2022 BOND Bank Statement Date: April 30, 2024

Beginning GL Balance	37,166,952.56
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	160,016.11
Ending GL Balance	37,326,968.67
Ending Bank Balance	37,326,968.67
Add back deposits in transit	
Total deposits in transit	
(Less) outstanding checks	
Total outstanding checks	
Add (Less) Other	
Total other	
Unreconciled difference	0.00
Ending GL Balance	37,326,968.67



#### PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 2 Date 11 April 2024

"Stantec" Stantec Consulting Services Inc.

Stantec Project # 227704921

3325 S. Timberline Rd. 2nd floor, Ft. Collins, CO 80525

Ph: (970) 212-2773

email: lisa.fardal@stantec.com

"Client" NORTH WELD COUNTY WATER DISTRICT

Client Project #

32825 Weld County Road 39, Lucerne, CO 80646

Ph: (970) 356-3020 email: ericr@nwcwd.org

Project Name and Location: Engineering Support Services

In accordance with the original Professional Services Agreement dated 2 March 2022 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

**2. TERM/RENEWAL.** This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 18 hereof; (ii) completion of the Services; or (iii) **December 31, 2024**. Notwithstanding the foregoing, unless. terminated pursuant to subsection (i) or (ii) above, or unless the District determines not to appropriate funds for this Agreement for the next succeeding year, this Agreement shall automatically renew on January 1 of each succeeding year for an additional one (1) year term.

#### **Exhibit A**

### Project/Task Two: On-call Engineering Support Services

This amendment adds \$50,000 to Task 2, bringing the total of this task not to exceed (NTE) \$100,000.

Scope of work described below: Perform the professional services that may include the following:

- Identification of a project manager, who will serve as a contact person (David Wiggins).
- 2) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 3) Assist in reviewing NWCWD design criteria and standards for proposed developments projects.
- 4) Provide engineering assistance and customary civil and engineering design services on various projects, if requested.
- 5) Provide necessary Info Water modeling services on various projects, when requested.
- 6) Prepare reports, if requested.

#### Project/Task Three: Regional Master Planning Support Services

This amendment extends the period of performance for Task 3 through December 31, 2025. This amendment does not add to the previously established budget of \$50,000 For Task 3.

Scope of work described below: Perform the professional services that may include the following:

#### PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Page 2

- 1) Identification of a project manager, who will serve as a contact person (David Wiggins).
- 2) Provide day-to-day consultation as requested by the NWCWD Manager. Attend necessary meetings.
- 3) Develop Alternatives for various municipal growth scenarios.
- 4) Develop a cap for water delivery for each municipality, given existing infrastructure capacity limitations.
- 5) Provide necessary Info Water modeling services on various projects, when requested.
- 6) Prepare reports, if requested

Effect on Budget: With this amendment, the total approved budget for the North Weld County Water District Engineering Support Services contract totals \$150,000.

Effect on Schedule: This amendment extends the period of perormance through December 31, 2024 with an automatic renewal on January 1 of each succeeding year for an additional one (1) year term.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

Stantec Consulting Services Inc.		NORTH WELD COUNTY WATER DISTRICT		
	Lisa Fardal, Project Manager			
	Print Name and Title		Print Name and Title	
Signature	disa Fardal	Signature		
Date Signed:	04/12/2024	Date Signed:		

# SECTION 00 65 16

# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	North Weld County Water District		
Engineer:	Trihydro Corporation (Construction Administration)	Engineer's Project No.:	0075Q-003-0010, Task 0008
Contractor:	Connell Resources, Inc.	Contractor's Project No.:	2221045
Project:	Eaton Pipeline Project (Phase 2)		
This □Prelimi	nary 🗵 Final Certificate of Substantia	al Completion applies to:	
⊠ All Work □	The following specified portions of t	the Work:	
Date of Substa	antial Completion: April 8, 2024		
the Work or p Contract perta of Substantial	d Engineer, and found to be substant ortion thereof designated above is he aining to Substantial Completion. The Completion marks the commenceme quired by the Contract.	ereby established, subject to the date of Substantial Completion	he provisions of the on in the final Certificate
inclusive, and	fitems to be completed or corrected the failure to include any items on su complete all Work in accordance wit	uch list does not alter the respo	· ·
	of contractual responsibilities record Owner and Contractor; see Paragrap		·
utilities, insura	ilities between Owner and Contracto ance, and warranties upon Owner's u except as amended as follows:	• • •	
Amendments	to Owner's Responsibilities: 区 None	e □ As follows:	

Amendments to Co	ontractor's Responsibilities: ⊠ None □ As follows:
	Iments are attached to and made a part of this Certificate:  letion List of Items to be Completed or Corrected, dated April 25, 2024
	es not constitute an acceptance of Work not in accordance with the Contract it a release of Contractor's obligation to complete the Work in accordance with the ts.
Engineer	
By (signature):	C. Jah Af
Name (printed):	C. Jade Gernant, P.E.
Title:	Project Manager
Contractor	
By (signature):	
Name (printed):	
Title:	
Owner	
By (signature):	
Name (printed):	
Title:	

**END OF SECTION** 



# SUBSTANTIAL COMPLETION LIST OF ITEMS TO BE COMPLETED OR CORRECTED

Project: Eaton Pipeline Project (Phase 2)
Client: North Weld County Water District

Date: April 25, 2024

#### LIST OF ITEMS TO BE COMPLETED OR CORRECTED:

- 1) Fence Replacement on the following properties:
  - LetRBuck, LLC (Rick Dumm)
  - 35321 Estate, LLC (Shane Powell)
  - Long Meadow Farm, LLC (Chuck Feldpausch, Owner)
- 2) Seeding of Easement(s) on the following properties:
  - LetRBuck, LLC (Rick Dumm)
  - 35321 Estate, LLC (Shane Powell)
  - Long Meadow Farm, LLC (Chuck Feldpausch, Owner)
  - Weld County Right-of-Way
- 3) Install Carsonite Markers at all Weld County Road crossings
- 4) Removal of Temporary Fence along Construction Easements (2025)
- 5) Reseeding within Project Limits, as necessary (2025)

Document: QUOTE-006877

VIEW PDF



4/16/2024

QUOTE

QUOTE-006877

BLACKLINE CONTACT

Gabriel Minjarez

PREPARED FOR

North Weld County Water District

**BILLING ADDRESS** 

32825 County Road 39 Lucerne CO

80646 United States

**EXPIRATION DATE** 

4/30/2024

**CONTACT NAME** 

Bernie Frias

**CONTACT EMAIL** 

bernief@nwcwd.org

SHIPPING ADDRESS

32825 CR 39

Lucerne, CO 80646

Item	SKU	QTY	Billing Type	Price	Extended Price
G7 Purchase 3 Year	J-G7C-Z-NA2-3Y	3	One-Time	USD 929.00	USD 2,787.00



G7c, Standard Cartridge, North America (3G/4G), 3 Year Term

Extended Warranty (2 Years)	J-WAR-Z	3	One-Time	USD 412.00	USD 1,236.00
G7 Purchase 3 Year	J-G7C-Q-FHMO-NA2-3Y	7	One-Time	USD 1,408.00	USD 9,856.00



G7c, Multi-Gas - 4 Sensors, LEL-MPS (F), H2S (H), CO (M), O2 (O), North America (3G/4G), 3 Year Term

2

VIEW PDF

USD 378.00

Document: QUOTE-006877

Extended Warranty (2 Years)	J-WAR-Q-FHMO	7	One-Time	USD 517.00	USD 3,619.00
G7 Dock (Purchase)	DOCK-P-NA	1	One-Time	USD 906.00	USD 906.00
G7 Dock deliver	rs the means to efficiently calibrate,	, bump test and char	ge G7 devices. Neve	r run an Ethernet	cable to a



G7 Dock delivers the means to efficiently calibrate, bump test and charge G7 devices. Never run an Ethernet cable to a docking station again — G7 devices automatically manage bump tests, calibrations and upload data to Blackline Live, powering the live compliance dashboard and Blackline Analytics.

1

One-Time

USD 378.00

116L Gas Cylinder, Standard Quad Gas, N2 Balanced	GAS-116L-Q	1	One-Time	USD 264.00	USD 264.00
116L Gas Cylinder, 2	5ppm H2S, 100ppm CO, CF	14 - 50% LEL (Methane 2.5	5% Vol),18% O2, N	2 Balance	

EIR	
14.4	

Demand Flow Regulator

Wall-Mount Multi-Charger, 5	ACC-CHG-PNL-5-NA	2	One-Time	USD 205.00	USD 410.00
Unit					



Self Monitored - 5 Year	J-SER-SX-5Y	10	One-Time	USD	USD
				1,080.00	10,800.00

Self Monitored (no voice) Service Plan, 5 Year Term

ACC-DF

ONE-TIME TOTAL

USD 30,256.00

MONTHLY TOTAL
USD 0.00

YEARLY TOTAL

**USD 0.00** 

Expedite Commerce

Document: QUOTE-006877



# **TERMS AND CONDITIONS**

#### **Quotation & pricing**

Quoted prices are valid for 30 days unless otherwise specified. Upon invoicing all applicable shipping, duties, and taxes will be added to quoted prices, Standard shipping prices are only valid when all units are shipped to a central location. Multiple location orders will have shipping quoted separately.

#### **Payment terms**

Payment is due on shipment.

#### Delivery

Unless otherwise specified, the price quoted is for a single shipment, Ex Works Blackline's shipping dock. Charges related to delivery from Blackline to the customer are not included in any Quotations unless specified.

#### Services

 $All \ services \ include \ ongoing \ business - hours \ first \ \& \ second \ tier \ customer \ support \ (9am - 5pm \ MST, \ Monday \ through \ Friday).$ 

All recurring service fees for all devices will be billed on the same service anniversary date and are payable on receipt.

Service activation includes account creation, activating devices on accounts and recommended setup of device preferences within a network account.

#### Warranty

All Blackline products include a limited warranty from the date of activation. Please see the user guides for more specific details on warranty terms and conditions.



### NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

<u>WWW.NWCWD.ORG</u> • EMAIL: <u>WATER@NWCWD.ORG</u>

#### **ABANDON METER REQUEST FORM**

Account Number:	3238004
Premise Address:	2705 Larimer County Road 1, Windsor, CO 80550
Legal Description:	N/A – Various Tracts within Wildwing Subdivision
Owner Name:	Wildwing Metropolitan District No. 1
The request to aband abandoning the meter	th Weld County Water District abandon the above referenced account and meter. on the meter will be effective on the date listed below. I/We understand that removes the physical meter and appurtenances and water service to the property ntioned meter is terminated.
	er service is desired again at the above-mentioned property, the owner will be District's steps for obtaining a new water meter and pay for the meter and current cost.
Alternate water source	e for property: N/A
Agreed to by	Teaper Stull
Owner or Agent for	District manager, www.
Date	4-24-24
	Eric Reckentine District Manager, North Weld County Water District
Date	



March 5, 2024

Ms. Jared Rauch North Weld County Water District 32825 County Rd 39 Lucerne, CO 80646

Dear Jared,

The Esri Small Utility Enterprise Agreement (SUEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.

Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

- 2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
- 3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
- 4. Send the purchase order and agreement to the address, email or fax noted below:

Esri Attn: Customer Service SU-EA 380 New York Street Redlands, CA 92373-8100

e-mail: service@esri.com fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards, Jay Hoffman



Environmental Systems Research Institute, Inc. 380 New York St Redlands, CA 92373-8100

Phone: (909) 793-2853

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.

Quote is valid from: 3/5/2024 To: 6/3/2024

#### **Quotation # Q-517066**

Date: March 5, 2024

Customer # 269438 Co

**Contract # ENTERPRISE** 

**AGREEMENT** 

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

ATTENTION: Jared Rauch
PHONE: 9703563020 x106
EMAIL: jared@nwcwd.org

Material	Qty	Term	Unit Price	Total
168088	1	Year 1	\$11,600.00	\$11,600.00
Meter Cou	nts of 0 to	10,000 Small Utility Enterprise Agreement Annual Subscription		
168088	1	Year 2	\$11,600.00	\$11,600.00
Meter Cou	nts of 0 to	10,000 Small Utility Enterprise Agreement Annual Subscription		
168088	1	Year 3	\$11,600.00	\$11,600.00
Meter Cou	nts of 0 to	10,000 Small Utility Enterprise Agreement Annual Subscription		
			Subtotal:	\$34,800.00
			Sales Tax:	\$0.00
		Estimated Shipping and Ha	ndling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			Total:	\$34,800.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:
Jay Hoffman ihoffman@esri.com 1-800-447-9778 x5675

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchas



**Environmental Systems Research Institute, Inc.** 

380 New York St Redlands, CA 92373-8100 Phone: (909) 793-2853

DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order. Quote is valid from: 3/5/2024 To: 6/3/2024

#### **Quotation # Q-517066**

Date: March 5, 2024

Customer # 269438 **Contract # ENTERPRISE** 

**AGREEMENT** 

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

ATTENTION: Jared Rauch PHONE: 9703563020 x106 EMAIL: iared@nwcwd.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$11,600.00, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK

Please	check	one	of the	following:
--------	-------	-----	--------	------------

\_\_ I agree to pay any applicable sales tax.

XI am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative Cric Rickentine

Eric Reckentine

May 2 2024

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Email: Phone:

Jay Hoffman ihoffman@esri.com 1-800-447-9778 x5675

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA

Esri Use Only:			
Cust. Name			
Cust. #			
PO#			
Esri Agreemei	nt #		



#### SMALL ENTERPRISE AGREEMENT SMALL UTILITY (E215-1)

This Agreement is by and between the organization identified in the Quotation ("Customer") and Environmental Systems Research Institute, Inc. ("Esri").

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A List of Products

#### **Uncapped Quantities**

**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced

ArcGIS Desktop Standard

ArcGIS Desktop Basic

ArcGIS Desktop Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS

Schematics, ArcGIS Workflow Manager, ArcGIS Data

Reviewer

#### **Enterprise Software and Extensions**

ArcGIS Enterprise (Advanced and Standard)

ArcGIS Monitor

ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,

ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,

ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS

Workflow Manager, ArcGIS Data Reviewer

#### **Enterprise Additional Capability Servers**

ArcGIS Image Server

#### **Developer Tools**

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

#### **Limited Quantities**

One (1) Professional subscription to ArcGIS Developer

Two (2) ArcGIS CityEngine Single Use Licenses

10 ArcGIS Online Viewers

10 ArcGIS Online Creators

5,000 ArcGIS Online Service Credits

10 ArcGIS Enterprise Creators

2 ArcGIS Insights in ArcGIS Enterprise

2 ArcGIS Insights in ArcGIS Online

5 ArcGIS Location Sharing User Type Extension (Enterprise)

5 ArcGIS Location Sharing User Type Extension (Online)

10 ArcGIS Advanced Editing User Type Extension (Enterprise)

1 ArcGIS Business Analyst Web App Standard (Online)

#### OTHER BENEFITS

Number of Esri User Conference registrations provided annually		
Number of Tier 1 Help Desk individuals authorized to call Esri 2		
Maximum number of sets of backup media, if requested*		
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement		

<sup>\*</sup>Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("Ordering Document"). ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN. This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

North Weld County Water District			
(Custo	omer)	_	
Ву:	Eric	Reckentine	
7	Authorized	Signature Cric Reckentine	
		Cric Keckentine	
Printe	d Name: _		
Title: _	Dener	ial Manager	
	may 2	V	

Quotation Number (if applicable): Q-517066

#### **CUSTOMER CONTACT INFORMATION**

Contact: Jared Rauch	Telephone: 970-356-3020
Address: 32825 WCR 39	Fax: 970-395-0997
City, State, Postal Code: Lucerne, CO 80646	E-mail: jaredr@nwcwd.org
Country: U.S.	

#### 1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

- "Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).
- "Fee" means the fee set forth in the Quotation.
- "Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.
- "Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <a href="https://www.esri.com/enus/legal/terms/full-master-agreement">https://www.esri.com/enus/legal/terms/full-master-agreement</a> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.
- "Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.
- "Quotation" means the offer letter and quotation provided separately to Customer.
- "Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.
- "Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.
- "Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

#### 2.0—ADDITIONAL GRANT OF LICENSE

- 2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.
- 2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

#### 3.0—TERM, TERMINATION, AND EXPIRATION

- 3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.
- 3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.
- 3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.
- 3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

#### 4.0—PRODUCT UPDATES

- 4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.
- 4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <a href="https://support.esri.com/en/other-resources/product-life-cycle">https://support.esri.com/en/other-resources/product-life-cycle</a>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

#### 5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <a href="https://www.esri.com/en-us/legal/terms/maintenance">https://www.esri.com/en-us/legal/terms/maintenance</a>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

#### a. Tier 1 Support

- Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
- The Tier 1 Help Desk will be fully trained in the Products.
- At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- 4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
- 5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
- Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

#### b. Tier 2 Support

- 1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
- Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
- Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

Page 4 of 6 November 9, 2023

- supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- 4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
- When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

#### 6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

#### 7.0—ADMINISTRATIVE REQUIREMENTS

- 7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.
- 7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.
- 8.0—ORDERING, ADMINISTRATIVE
  PROCEDURES, DELIVERY, AND
  DEPLOYMENT
- 8.1 Orders, Delivery, and Deployment
- Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

- operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.
- c. Esri's federal ID number is 95-2775-732.
- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.
- 8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.
- All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- **b.** The following information will be included in each Ordering Document:
  - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
  - (2) Order number
  - (3) Applicable annual payment due

Page 5 of 6 November 9, 2023

## 9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

To: Eric Reckentine, North Weld County Water District Manager

From: Tri-Districts Water Resources and Paul Weiss

Date: May 13, 2024

Re: 2024 Water Supply Projection and Operation Plan

#### **Background Reference Information**

The projection for North Weld's 2024 water supply is based on the following known data and assumptions.

#### Supply

- Northern Water allocated a 70% quota, which is near the long-term average.
- North Poudre allocated 2.5 acre-feet per share, which is near the long-term average.
- North Weld started the 2024 Water Year on November 1<sup>st</sup> with 2,468 acre-feet in Carryover Storage.
- North Weld expects to receive 600 acre-feet of C-BT through its trade agreement with CSU.
- The April 1<sup>st</sup> Northern Water streamflow forecast for the Poudre Basin is 99%.

#### **Demand**

- North Weld's total demand is shown for the last three water years in Table 1 below.
- In Water Year 2024, North Weld's demand from November through March has been 2,124 acre-feet which is a decrease of 3.0% from the same five-month period last year.
- North Weld's demand is projected to not increase over 2023 levels for the remainder of the water year.

	Total North Weld Demand only (af)	Change from Previous Year
2020	7,050.1	5.0%
2021	7,290.8	3.4%
2022	7,223.9	-0.9%
2023	6,486.2	-10.2%
2024 Projected	6,422	

Table 1: North Weld Demand from 2020 to 2023

#### **PVP Diversion Limitation**

- During the WY 2021, 2022, and 2023 seasons, the Pleasant Valley Pipeline (PVP) was unavailable due to infrastructure reasons and for diminished water quality from turbidity in the Poudre River.
- The level of interruption decreased during 2023.

• Losses of 15% of the reusable supplies are projected from infrastructure and water quality issues at the PVP in 2024.

	2023	2022	2021
Infrastructure Issues	8	19	25
Water Quality	10	23	19
Total Days Off	18	38	44

Table 2. Days when the PVP was inoperable from 2021-2023.

#### **Projection**

- North Weld is estimated to have approximately 1,572 acre-feet of supplies remaining at the end of Water Year 2024.
- Table 3 below shows the estimated water balance for 2024.

	2024 North Weld Projection	
1	Carryover Storage	2,468
2	Single Use Supplies (includes 600 af from CSU trade)	6,272
3	Reusable Supplies	1,553
4	Total Projected Supplies	10,293
5	Projected total 2024 Demand at SCFP	-6,422
6	<b>Projected Diversions to Carryover Storage</b>	-2,299
7	Estimated Supplies Remaining	1,572

Table 3: North Weld Projected 2024 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 2024. Appendix B provides details on North Weld's water supplies modeled for a multi-year drought.

#### **Water Acquisitions and Dedications**

- North Weld has purchased or received through dedication approximately 1,500 acre-feet of new water supplies in the form of C-BT or WSSC since 2017 or an increase of 21%. (See Figure 1 below)
- More supplies are needed to decrease North Weld's risk during a multi-year drought.
- A long-term goal is to reduce North Weld's dependence on the CSU trade each year.
- The North Weld Board of Directors approved a resolution that will allow under allocated commercial uses to dedicate up to 50 percent of the water required to meet the average usage of a five-year period minus 10 percent.
- Staff will process these dedications in the order they are received and will obtain Board approval before starting.
- These new dedications will bring additional supplies to North Weld and bring a long-term balance of water supplies and demand during average and drought years.

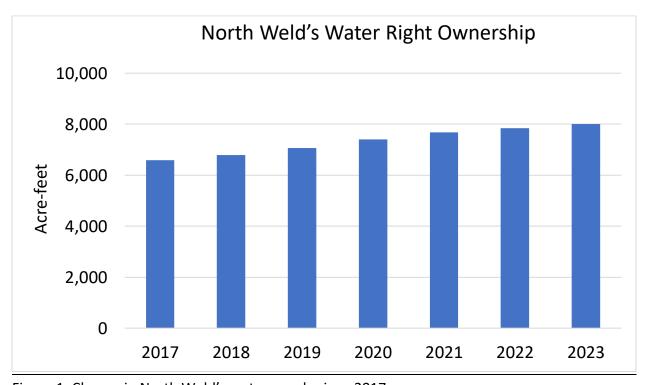


Figure 1: Change in North Weld's water supply since 2017.

#### Summary

• North Weld will carefully manage its supplies in 2024 to reach the end of the water year and store a sufficient volume in Carryover Storage to prepare for 2025.

Eric Reckentine 2024 Supply and Operation Plan May 13, 2024 Page **4** of **4** 

#### **Water Supply-Drought Formula**

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

#### 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 2024 is 1.27.

Ratio = (2468 + 7825 \* 0.95) / (6422 \* 1.1 + 722) = 9902 / 7786 = 1.27

#### 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 2024 water supply is considered **Adequate** with a Ratio of 1.27.
- There is no staff recommendation for residential outdoor watering restrictions.

#### Appendix A - 2024 North Weld Water Supply Projection

Beginning of Year Storage Accounts	Shares/Units	Allocation	<u>AF</u>	<u>Comments</u>
1 Carryover CBT			1,343.0	
2 Gravel Pit Storage			633.5	
3 Horsetooth Account			400	
4 Chambers Lake Reservoir			<u>91.6</u>	
5 Subtota	1		2,468	Start of Water Year Goal is 2,400 acre-feet
Single Use Supplies				
6 Quota CBT	5,130	70%	3,499	Does not include new purchases
7 North Poudre MU	835.5	2.50	2,089	
8 CSU Trade			600	Projected transfer of excess C-BT at end of water year
9 Divide A	47	1.8	85	
10 Subtota	ıl		6,272	
Reusable Supplies				All values based on 2020-2022 average
11 Arthur			243	
12 JR Brown			70	
13 Jackson			107	
14 Sand Creek			92	
15 Tunnel			437	This is the amount of all WSSC when fully converted
16 WSSC			877	1,153
17 Subtota			1,827	
18 Loss from PVP Infrastructure & WQ Shutdown			-274	Assume a loss of 15%
19 Updated Reusable Subtota	ıl		1,553	
20 Total Projected Supplies			10,293	Line 5 + Line 10 + Line 19
Demand at SCFP				
21 Actual 2024 Demand Nov to March			-2,124	Currently down -3.0% from 2023
22 Projected 2024 Demand April to Oct			-4,298	Actual values from 2023
23 Projected total 2024 Demand at SCFP			-6,422	2023 demand was 6,486.2 af
<b>Diversions to Storage</b>				
24 C-BT Carryover for 2024			-1,477	NW Carryover plus rental from CSU
25 Gravel Pit Storage for RFs, Exchange, and Evap			-410	
26 Horsetooth Account			<u>-412</u>	Replace releases and evap
27 Projected Diversions to Storage			-2,299	
28 Estimated Supplies Remaining	g		1,572	Line 20 - Line 23 - Line 27
End of Year Storage Goals				
29 C-BT Carryover for 2024	1,343			
30 Gravel Pit Storage	674			
31 Horsetooth Account	400			
32 Chambers Lake Reservoir				Manda and the control of the control
Subtota	d 2,417			Need to meet target of 2,400 acre-feet

## **Tech Memo:**

**To:** Eric Reckentine, NWCWD General Manager

From: Paul Weiss, WWC

**Date:** May 6, 2024

Re: Updates to the Water Supply Planning Model

#### Introduction

WWC has developed a computer simulation model to evaluate the North Weld District water supply system. The model simulates the performance of the water supply system over a 50-year period of record, using historical water supply and river flow data derived from 1970 to 2019. This 50-year period contains a wide range of hydrological conditions, most notably the 2000's drought.

In the fall of 2021 the simulation model was used to evaluate the District's water supply and the system's ability to meet customer demands during a critical drought sequence. For the 2000's drought, the model projected water supply shortages for the District based upon the water rights portfolio and demand levels which existed at that time.

This May 2024 model update incorporates the current demand levels and water rights portfolio. Observed demand levels in 2023 were 10% lower than 2022. Part of this is due to the increased precipitation in 2023 although demands reductions in the winter (indoor demand) were observed too. This update also evaluates the District's system response to reductions in C-BT quotas during a drought sequence such as the 2000's drought.

#### **Model Updates**

Annual demand levels are specified for the planning model and are based upon prior year demands and existing policies at the District which may affect customer water usage. Factoring in the effects of the 2023 precipitation levels, the projected demand levels for 2024 are higher than those observed last year, but less than the prior three years. This reflects the effects of the District's demand side management policies.

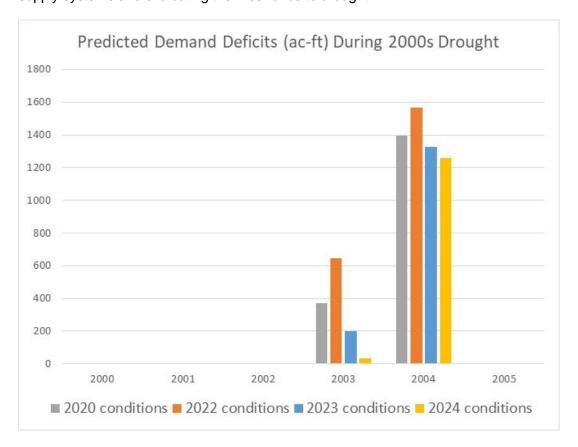
	Total North Weld	Change from
	Demand only (AF)	Previous Year
2020	7,050.1	5.0%
2021	7,290.8	3.4%
2022	7,223.9	-0.9%

2023	6,486.2	-10.2%
2024 projected	6,689.0	

The water rights portfolio remains the same as that used for the 2023 analysis.

#### **Model Simulation Results**

The following graph identifies the projected system deficits which are expected to occur should this region experience a drought identical to the historical 2000's drought. The 2000's drought was a multi-year drought with a recurrence interval of approximately 100 years. Other local water providers (cities of Fort Collins and Greeley) use a drought of this intensity and duration for appraising their water supply systems and evaluating their resilience to drought.



The results for 2024 conditions show a slight improvement compared to 2023 and prior years. This reflects the effects of the District's on-going water management policies.

#### **Impact of Reduced C-BT System Yields**

The drought sequence simulated in the planning model uses historical C-BT quota levels for computing the District's annual C-BT allotments. The actual quota setting by Northern is a function of the projected streamflows for the upcoming year as well as the C-BT reservoir system's carryover conditions from the previous year. It should be noted that prior to the 2000's drought, both the State's river basins and the regional Colorado River Basin had experienced a cycle of good water years in the late 1990's and reservoir levels were at or above normal operating levels. In the spring of 2023, the C-BT west slope storage facilities (primarily Granby and Green Mountain reservoirs) were only slightly below 1999 storage levels, although the Colorado River Basin reservoir system were at historic low levels. While the upper basin reservoir storage levels (Blue Mesa and Flaming Gorge) in the Colorado River Basin system have improved in 2024 as a result of above average snowpack, the effects of potential drops in the system storage could still occur. This is important as these facilities are used to make obligated deliveries to lower basin States during drought years. Without these supplemental reservoir releases there is the possibility for water rights curtailment within individual states. The C-BT west slope water rights are junior rights and could potentially be curtailed should the Colorado River basin compact call be enforced.

From a planning perspective, the antecedent conditions which could affect C-BT quotas during a drought sequence should be evaluated to better understand the potential impacts to local water systems. Considering the historic low levels in the Colorado River Basin, it can be assumed that should another severe drought affect Colorado, the C-BT system storage rights may have reduced yields on the west slope and this would lead to reduced C-BT quotas for the east slope participants. To test the impacts to the District, two additional modeling scenarios were considered. One scenario has a moderate reduction (8%) in C-BT quotas, while the other has a more severe reduction (18%). The following table identifies the annual quotas used in the model under the baseline planning scenario, the moderate reduction scenario, and the severe reduction scenario:

CBT QUOTA			
Year	Historical	Moderate	Severe
2000	1	0.8	0.8
2001	0.9	0.7	0.7
2002	0.7	0.6	0.5
2003	0.5	0.5	0.4
2004	0.6	0.6	0.5
2005	0.7	0.7	0.6
2006	0.8	0.8	0.7
2007	0.8	0.8	0.7
total	6	5.5	4.9
% red.		8%	18%

The next table identifies the annual demand deficits under for the three corresponding scenarios. An additional scenario was developed, considering reduced CSU lease deliveries (from 500 AFY to 400 AFY) for years 2002 to 2007.

SYSTEM DEFICITS (acre-feet)				
				Severe &
Year	Historical	Moderate	Severe	Reduced CSU
2000	0	0	0	0
2001	0	0	0	0
2002	0	0	403	494
2003	33	674	1634	1705
2004	1256	1256	1902	1940
2005	0	0	152	224
2006	0	0	446	537
2007	0	0	0	0
total	1289	1930	4537	4900
% inc.		50%	252%	280%

When simulated through the planning model it is shown that these relatively small reductions in C-BT quotas translate to significant increases in the District's drought deficits. This highlights the exposure that the District has to C-BT quota cuts and is a result of having a water rights portfolio heavily weighted to the C-BT system.

#### **Conclusion**

While the District's water supply system is trending in a good direction with reduced demands and increasing supplies, the drought analysis does raise some concerns on the high dependency of the C-BT system. It is recommended that the District continue to diversify its portfolio, acquiring native water rights (WSSC) and local storage.

#### **RESOLUTION NO. 20240513-01**

# RESOLUTION OF THE BOARD OF DIRECTORS OF NORTH WELD COUNTY WATER DISTRICT

#### TERMINATING WATER BANK FOR NORTH WELD COUNTY WATER DISTRICT

WHEREAS, the North Weld County Water District (the "District") was organized pursuant to §§ 32-1-101 *et seq.*, C.R.S. (the "Special District Act"), as amended, and is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the "Board") is empowered with the management, control, and supervision of all the business and affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of Colorado for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, on November 27, 2017, North Weld County Water District (the "District") adopted Resolution No. 20171127-01, *A Resolution to Establish and Operate a Water Bank for the North Weld County Water District* (the "Resolution"), which establish the North Weld County Water Bank (the "Water Bank"); and

WHEREAS, the Water Bank was intended to hold and assist in managing raw water resources deposited with it and to manage the dedication of said water resources for current or future use in District development and water uses; and

WHEREAS, the District is holding one agreement and will honor this one agreement in the Water Bank and no longer has a need or desire to continue the Water Bank; and

WHEREAS, the Board of Directors of the District (the "Board") has determined that it is necessary and in the best interest of the District to terminate the Water Bank and rescind the Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

- 1. <u>Termination of Water Bank</u>: Pursuant to the findings set forth above, the Board hereby terminates the Water Bank and determines that the District will no longer accept deposits with the Water Bank, and herewith rescinds the Resolution in its entirety such that it shall no longer have any force and effect.
- **2.** <u>Effective</u>: This Resolution shall be effective immediately, and shall supersede any other policies of the District regarding the Water Bank.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow].

## APPROVED AND ADOPTED THIS 13th DAY OF MAY, 2024.

	NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado
	President
ATTEST:	
Secretary	
APPROVED AS TO FORM:	
WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law	N. Control of the con
General Counsel to the District	_

Signature page to Resolution Terminating North Weld County Water District Water Bank

9. Executive Session: The Board reserves the right to enter into Executive Session for the following purposes: Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(a)(b)(e) & (f), C.R.S. related to Regional Master Plan

**Summary** 

#### **APRIL 11, 2024**

## Per- and Polyfluoroalkyl Substances (PFAS)

## Final PFAS National Primary Drinking Water Regulation

On April 10, 2024, EPA announced the final National Primary Drinking Water Regulation (NPDWR) for six PFAS. To inform the final rule, EPA evaluated over 120,000 comments submitted by the public on the rule proposal, as well as considered input received during multiple consultations and stakeholder engagement activities held both prior to and following the proposed rule. EPA expects that over many years the final rule will prevent PFAS exposure in drinking water for approximately 100 million people, prevent thousands of deaths, and reduce

tens of thousands of serious PFAS-attributable illnesses.

EPA is also making unprecedented funding available to help ensure that all people have clean and safe water. In addition to today's final rule, \$1 billion in newly available through the Bipartisan Infrastructure Law to help states and territories implement PFAS testing and treatment at public water systems and to help owners of private wells address PFAS contamination.

EPA finalized a National Primary Drinking Water Regulation (NPDWR) establishing legally enforceable levels, called Maximum Contaminant Levels (MCLs), for six PFAS in drinking water. PFOA, PFOS, PFHxS, PFNA, and HFPO-DA as contaminants with individual MCLs, and PFAS mixtures containing at least two or more of PFHxS, PFNA, HFPO-DA, and PFBS using a Hazard Index MCL to account for the combined and co-occurring levels of these PFAS in drinking water. EPA also finalized health-based, non-enforceable Maximum Contaminant Level Goals (MCLGs) for these PFAS.

Compound	Final MCLG	Final MCL (enforceable levels)
PFOA	Zero	4.0 parts per trillion (ppt) (also expressed as ng/L)
PFOS	Zero	4.0 ppt
PFHxS	10 ppt	10 ppt
PFNA	10 ppt	10 ppt
HFPO-DA (commonly known as GenX Chemicals)	10 ppt	10 ppt
	1 (unitless)	1 (unitless)
Mixtures containing two or more of PFHxS, PFNA, HFPO-DA, and PFBS	Hazard Index	Hazard Index

#### The final rule requires:

- Public water systems must monitor for these PFAS and have three years to complete initial monitoring (by 2027), followed by ongoing compliance monitoring. Water systems must also provide the public with information on the levels of these PFAS in their drinking water beginning in 2027.
- Public water systems have five years (by 2029) to implement solutions that reduce these PFAS if monitoring shows that drinking water levels exceed these MCLs.
- Beginning in five years (2029), public water systems that have PFAS in drinking water which violates one or more of these MCLs must take action to reduce levels of these PFAS in their drinking water and must provide notification to the public of the violation.

#### THE WHITE HOUSE

WASHINGTON

March 18, 2024

#### Dear Governor:

Disabling cyberattacks are striking water and wastewater systems throughout the United States. These attacks have the potential to disrupt the critical lifeline of clean and safe drinking water, as well as impose significant costs on affected communities. We are writing to describe the nature of these threats and request your partnership on important actions to secure water systems against the increasing risks from and consequences of these attacks.

Two recent and ongoing threats illustrate the risk that cyberattacks pose to the nation's water systems:

- Threat actors affiliated with the Iranian Government Islamic Revolutionary Guard Corps (IRGC) have carried out malicious cyberattacks against United States critical infrastructure entities, including drinking water systems. In these attacks, IRGC-affiliated cyber actors targeted and disabled a common type of operational technology used at water facilities where the facility had neglected to change a default manufacturer password. See <a href="Exploitation of Unitronics PLCs used in Water and Wastewater Systems | CISA">Exploitation of Unitronics PLCs used in Water and Wastewater Systems | CISA</a> for further information on these attacks.
- The People's Republic of China (PRC) state-sponsored cyber group known as Volt Typhoon has compromised information technology of multiple critical infrastructure systems, including drinking water, in the United States and its territories. Volt Typhoon's choice of targets and pattern of behavior are not consistent with traditional cyber espionage. Federal departments and agencies assess with high confidence that Volt Typhoon actors are pre-positioning themselves to disrupt critical infrastructure operations in the event of geopolitical tensions and/or military conflicts. See <a href="PRC State-Sponsored Actors">PRC State-Sponsored Actors</a> Compromise and Maintain Persistent Access to U.S. Critical Infrastructure for further information.

Drinking water and wastewater systems are an attractive target for cyberattacks because they are a lifeline critical infrastructure sector but often lack the resources and technical capacity to adopt rigorous cybersecurity practices. As the Sector Risk Management Agency identified in Presidential Policy Directive 21 for water and wastewater systems, the U.S. Environmental Protection Agency (EPA) is the lead Federal agency for ensuring the nation's water sector is resilient to all threats and hazards. Partnerships with State, local, tribal, and territorial governments are critical for EPA to fulfill this mission. In that spirit of partnership, we ask for your assistance in addressing the pervasive and challenging risk of cyberattacks on drinking water systems.

We need your support to ensure that all water systems in your state comprehensively assess their current cybersecurity practices to identify any significant vulnerabilities, deploy practices and controls to reduce cybersecurity risks where needed, and exercise plans to prepare for, respond to, and recover from a cyber incident. In many cases, even basic cybersecurity precautions — such as resetting default passwords or updating software to address known vulnerabilities — are not in place and can mean the difference between business as usual and a disruptive cyberattack. The Department of Homeland Security's Cybersecurity and Infrastructure Security Agency's (CISA) website has a <u>list of actions</u> water and wastewater systems can take to reduce risk and improve protections against malicious cyber activity.

Additionally, both EPA and CISA offer guidance, tools, training, resources, and technical assistance to help water systems to execute these essential tasks. Further, cybersecurity support and technical assistance are available from private sector associations like the American Water Works Association, the National Rural Water Association, and the Water Information Sharing and Analysis Center. State leadership and messaging to connect water systems with these tools and resources is essential to ensure that utility leaders assess and mitigate critical cyber risks. Your state Homeland security advisors are a resource, as they have links into Federal cybersecurity efforts and access to relevant information about these threats.

We will invite your Environmental, Health and Homeland Security Secretaries to participate with us in a convening to discuss the improvements needed to safeguard water sector critical infrastructure against cyber threats. This meeting will highlight current Federal and state efforts to promote cybersecurity practices in the water sector, discuss priority gaps in these efforts, and emphasize the need to take immediate action. We will provide details about this convening to your teams shortly.

Additionally, EPA will engage the Water Sector and Water Government Coordinating Councils to form a Water Sector Cybersecurity Task Force, which will build on recommendations from your Environmental, Health and Homeland Security Secretaries. The Task Force will identify the most significant vulnerabilities of water systems to cyberattacks, the challenges that water systems face in adopting cybersecurity best practices, and near-term actions and long-term strategies to reduce the risk of water systems nationwide to cyberattacks.

The White House and EPA are hopeful that the efforts outlined in this letter, and others we may undertake together, will protect the water systems from cyberattacks and prevent the need to use other Federal authorities.

In recognition of the significant risk that cyberattacks pose for mission critical water utility operations, we appreciate your attention to this important issue and thank you for your partnership. If you or your staff would like to engage with the EPA or the National Security Council staff on any aspect of this request, please contact Deputy Director of the EPA Janet McCabe and Deputy National Security Advisor for Cyber and Emerging Technologies Anne Neuberger at the National Security Council at <a href="mailto:mccabe.janet@epa.gov">mccabe.janet@epa.gov</a> and <a href="mailto:anneuberger@nsc.eop.gov">anneuberger@nsc.eop.gov</a>.

Sincerely,

Michael S. Regan

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