

1. Call to Order

2. Confirmation of Disclosures of Conflicts of Interest

NORTH WELD COUNTY WATER DISTRICT

Notice of Meeting

Monday, February 12, 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 February 12, 2024, NWCWD Board Meeting Agenda**
- 4. Public Comment (3 Minute Time Limit; Items Not Otherwise on the Agenda)**
- 5. Consent Agenda: (These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless requested, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda) (enclosures)**
 - a. Minutes from January 8, 2024, Meeting**
 - b. Unaudited Financials for December 2023 & January 2024**
 - c. Invoices through February 12, 2024**
 - d. Element Consulting TO 4 Amendment and Rates**
 - e. Tri-Hydro Work Order Amendment Schedule of Charges**
 - f. Stantec Change Order – On Call Engineering Services Renewal**
 - g. Service Order Agreement with Sky beam, LLC d/b/a Rise Broadband**
 - h. Conflict Waiver to Spencer Fane - Century Link New Client**
 - i. Easement Agreements**
 - i. L&W Cobb Outlet Crossing Agreement – NEWT III**
 - ii. Magellan Line Crossing**
 - iii. AT&T Line Crossing**
- 6. Action: Consider Selection of Web Site Design Firm**
- 7. Action: Consider Adoption of Resolution 20240212-01: Resolution Adopting a Second Amended Tap Sale Criteria Policy (enclosure)**
- 8. Discussion: Water Dedication for Under Allocated Meters**
- 9. Discussion: NWCWD Water Supply and Storage Change Case #3199**

10. Action: Consider Approval of Water Rights Acquisition: (enclosures, Privileged and Confidential, Separate Cover)

- a. Agreement for Sale and Purchase of CBT 73 Units**
- b. Agreement for Sale and Purchase of CBT 15 Units**

11. Action: Consider Approval River Bluffs Settlement Agreement: (enclosures, Privileged and Confidential, Separate Cover)

12. Discussion: Public Information Campaign

13. 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 Employee Matters, Water Rights Acquisitions, Water Supply and Storage Change Case, River Bluffs Settlement Agreement, and District Public Information Campaign.

14. District Manager's Report: (enclosures)

- a. Tap Sales**
- b. LRM and Poudre Fire Department Agreement for Lot 4 Executed**
- c. NISP USACE Permit Legal Challenge**
- d. Cobb Lake Water Treatment Authority Agreement Approved By Entities**
- e. NWCWD and City of Greeley Harmony Interconnect Pipeline Complete**
- f. Eaton Pipeline Phase III – 30 % Design**
- g. Letter of Support WSSC Structures Grant**
- h. Tank 7 – Coating Issue**
- i. Plante Moran, PLLC Auditor Letter to BOD**
- j. Work Session Master Plan Date – 8:30 am Monday Feb 26**

15. Other Business

ADJOURN _____ P.M.

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

Held: Monday, the 8th day of January, 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; Michelle Sell, Try-Hydro; Angela Thompson, Slate Communications; Aly Scott, Alyson Scott Law, District Special Council; and members of the public.

ADMINISTRATIVE MATTERS

Call to Order

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

Declaration of Quorum and Confirmation of Director Qualifications

Mr. Stout noted that a quorum for the Board was present and that the directors had confirmed their 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. Pettinger, seconded by Mr. Cockroft, the Board unanimously approved the agenda.

PUBLIC COMMENT None.

CONSENT MATTERS **AGENDA** Upon a motion of Mr. Nelson, seconded by Mr. Pettinger, the following items on the consent agenda were unanimously approved, ratified and adopted:

- a. Minutes from December 11, 2023, Meeting
- b. Unaudited Financials for December 2023
- c. Invoices through January 8, 2024
- d. Resolution No. 20240108-01: Designating Meeting Posting Location
- e. SCADA Hardware Upgrade Proposal TLECC
- f. Work Scope Phase III Tri-hydro GIS Management Project
- g. Easement Agreements
 - i. Larimer & Weld Crossing Agreement #8 Lateral – NEWT III

Consider Approval of Proposal for Master Meter Alternative Severance South Development Mr. Chris Pickett presented to the Board a request for variance to use a master meter for the Severance South development and inquired with the Board about the information the District needs from him to be able to make a determination.

Mr. Reckentine reported to the Board that he has talked with Mr. Pickett about the potential impacts on the District’s revenue as a result of selling taps versus using a master meter. Mr. Reckentine reported he believes the District will lose revenue, but also acknowledged that the potential loss in revenue may be offset by the reduction in administrative and operations costs.

The Board determined to continue discussion of the matter in executive session.

Mr. Stout was not present in the meeting for this discussion due to a potential conflict of interest having previously served on the Severance Town Board.

Consider Approval to Join the Motion of Opposition HF2M INC Development Mr. White noted a conflict of interest due to prior representation of HF2M, INC. and left the meeting for the following discussion.

Ms. Scott introduced a discussion regarding a motion of opposition to the Board. The Board discussed the matter in executive session.

Mr. White returned to the meeting.

Water Rights Acquisition and Amended Water Service Agreement

Amended and Restated Water Services Agreement with the Town of Windsor

Mr. Reckentine presented to the Board the Amended and Restated Water Services Agreement with the Town of Windsor. Mr. White noted the for is as generally approved by the Board in prior meetings. The Board reviewed the agreement in executive session.

Agreement for Sale and Purchase of CBT Units

Mr. Reckentine presented a purchase and sale agreement for 73 units of CBT. He noted that the proposed cost of \$65,000 is a little high now and requested authority to renegotiate for a lower cost. The Board authorized Mr. Reckentine to continue negotiating the cost and Mr. Reckentine will bring the agreement back to the next meeting.

Cost Share Agreement with the Town of Timnath (Timnath 36-inch Water Line Adjustment)

Mr. Reckentine reported to the Board that the Town of Timnath has reviewed the plans to lower the 36-Inch line. The Town is no longer willing to share in one-half of the cost of lowering the line as previously discussed. The Board tabled the matter until the project can be redesigned.

Review Proposals and Consider Award of Timnath 36-inch Water Line Adjustment (enclosures)

The Board tabled the matter until the project can be redesigned.

Executive Session: The Board reserves the right to enter into Executive Session for the following purposes:

Receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Joining The Opposition Motion HF2M INC, Severance South Master Meter, and Amended and Restated Water Service Agreement with the Town of Windsor

Upon motion of Mr. Cockroft, seconded by Mr. Nelson, and upon an affirmative vote of at least two-thirds of the quorum present, the Board convened in executive session at 9:13 A.M. for the purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Joining The Opposition Motion HF2M INC, Severance South Master Meter, and Amended and Restated Water Service Agreement with the Town of Windsor

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

Following the Executive Session the Board took the following actions:

The Board discussed the Amended and Restated Water Service Agreement with the Town of Windsor. Following adjustments to the exhibits, upon a motion of Ms. Hennen, seconded by Mr.

Cockroft, the Board approved the Amended and Restated Water Service agreement, subject to any non-substantive comments from the Town of Windsor.

The Board discussed the Master Meter variance request. Following discussion, upon a motion of Mr. Nelson, seconded by Mr. Cockroft, the Board denied the request for variance. Mr. Stout was not present for these discussions and did not take part in the vote.

The Board discussed joining the Motion of Opposition to HF2M, Inc. Development. Upon a motion of Mr. Nelson, seconded by Ms. Hennen, the Board determined to join the motion. Mr. White was not present at the meeting for these discussions.

DISTRICT MANAGER'S REPORT

Tap Sales	Mr. Reckentine reported there were 125 taps sold in 2023.
Knox Pit Contract Amendment Terminated by Poudre Fire Dept.	Mr. Reckentine that the Poudre Fire Department terminated the Knox Pit Contract Amendment.
Greeley IGA Customer Transition Letter Sent to JB Acres	Mr. Reckentine reported to the Board regarding the transition of the JB Acres properties.
Work Session Master Plan Dates	Mr. Reckentine discussed with the Board a desire to hold special work sessions to discuss master planning matters. The Board agreed and Mr. Reckentine will send around some potential meeting times.

OTHER BUSINESS

District Manager Performance Review	The Board and Mr. Reckentine discussed the process for Mr. Reckentine's performance review. Mr. Stout and Ms. Hennen will coordinate his review.
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ADJOURNMENT

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

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

Secretary for the District

**ATTORNEY STATEMENT
REGARDING PRIVILEGED ATTORNEY-CLIENT COMMUNICATION**

Pursuant to Section 24-6-402(2)(d.5)(II)(B), C.R.S., I attest that, in my capacity as the attorney representing North Weld County Water District, I attended the executive session meeting of the North Weld County Water District convened at 9:13 A.M. on January 8, 2024 for the sole purpose of receiving legal advice and discussing matters subject to negotiation and strategy pursuant to § 24-6-402(4)(b) & (e), C.R.S. related to Joining The Opposition Motion HF2M INC, Severance South Master Meter, and Amended and Restated Water Service Agreement with the Town of Windsor. I further attest it is my opinion that a portion of the executive session discussion constituted a privileged attorney-client communication as provided by Section 24-6-402(4)(b), C.R.S. and, based on that opinion, no further record, written or electronic, was kept or required to be kept pursuant to Section 24-6-402(2)(b), C.R.S. or Section 24-6-402(2)(d.5)(II)(B), C.R.S.

Zachary P. White, Esq.

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2023

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	2,927,747.64
1015 - COLO TRUST - GENERAL		15,128,698.97
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,285,532.95
1020 - COLO TRUST - 2022 BOND		40,299,727.25
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		988,619.90
1105 - AR CONSTRUCTION METERS		99,084.22
1116 - ACCOUNTS RECEIVABLE		46,883.30
1230 - PREPAID INSURANCE		99,682.94
1300 - INVENTORY		1,977,832.46

Total Current Assets 64,119,572.88

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 247,278,228.20

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	399,866.25
2216 - CONST MTR DEPOSITS		87,824.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
December 31, 2023

2230 - ACCRUED WAGES	196,372.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
Total Current Liabilities		951,738.81
Long-Term Liabilities		
2221 - 2012 BONDS PAYABLE	1,575,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,050,000.00	
2226 - 01A BOND	34,615,000.00	
2227 - CURT PORT LONGTERM DEBT	3,738,291.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
Total Long-Term Liabilities		59,994,530.00
Total Liabilities		60,946,268.81
Capital		
2800 - RETAINED EARNINGS	191,625,612.20	
Net Income	(5,293,652.81)	
Total Capital		186,331,959.39
Total Liabilities & Capital	\$	247,278,228.20

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 818,886.96	\$ 12,568,134.31	\$ 12,215,468.00	(352,666.31)	102.89
3111 - WATER ALLOC SURCHARGE	157,356.00	4,970,952.00	3,490,134.00	(1,480,818.00)	142.43
3112 - PLANT INVEST SURCHARGE	25,852.75	2,976,609.40	2,268,587.00	(708,022.40)	131.21
3113 - ADJUSTMENTS	25,153.38	(45,346.25)	0.00	45,346.25	0.00
3140 - CONST METER USAGE	11,239.98	237,347.19	209,100.00	(28,247.19)	113.51
3141 - CONSTR METER RENTAL	1,020.00	13,585.00	5,610.00	(7,975.00)	242.16
3142 - CONSTRUCT METER REPAIR	490.97	19,697.83	560.00	(19,137.83)	3,517.47
OPERATING	1,040,000.04	20,740,979.48	18,189,459.00	(2,551,520.48)	114.03
3210 INTEREST-COTRUST-GENERAL	256,971.16	2,700,627.65	130,384.00	(2,570,243.65)	2,071.29
3220 - PORT PARTONAGE AGFINITY	0.00	1,739.02	828.00	(911.02)	210.03
NON OPERATING	256,971.16	2,702,366.67	131,212.00	(2,571,154.67)	2,059.54
3310 - TAP (PI) FEES	81,000.00	2,223,750.00	3,000,000.00	776,250.00	74.13
3311 - DISTANCE FEES	8,400.00	245,850.00	176,653.00	(69,197.00)	139.17
3312 - WATER (ALLOCATION) FEE	0.00	(32,250.00)	300,000.00	332,250.00	(10.75)
3314 - INSTALLATION FEES	18,400.00	254,400.00	331,224.00	76,824.00	76.81
3315 - METER RELOCATION FEE	0.00	35,485.00	1,656.00	(33,829.00)	2,142.81
3316 - LINE EXTENSION FEE	0.00	0.00	153,000.00	153,000.00	0.00
3320 - NON-POTABLE TAP FEE	0.00	13,000.00	49,684.00	36,684.00	26.17
3321 - NON-POTABLE INSTALL	(21,005.00)	9,400.00	22,082.00	12,682.00	42.57
3330 - COMMITMENT LETTER FEE	0.00	0.00	828.00	828.00	0.00
3331 - REVIEW FEE	0.00	0.00	2,760.00	2,760.00	0.00
3340 - INSPECTION FEE	0.00	0.00	137,077.00	137,077.00	0.00
NEW SERVICE	86,795.00	2,749,635.00	4,174,964.00	1,425,329.00	65.86
3410 - WATER RENTAL	0.00	15,898.50	18,207.00	2,308.50	87.32
3415 - WSSC RETURN FLOW RENTAL	0.00	1,623.00	0.00	(1,623.00)	0.00
3420 - WATER LEASE	0.00	1,258.35	0.00	(1,258.35)	0.00
AG WATER	0.00	18,779.85	18,207.00	(572.85)	103.15
3500 - MISCELLANEOUS	0.00	316,781.23	0.00	(316,781.23)	0.00
3510 - CAR TIME	0.00	0.00	9,937.00	9,937.00	0.00
3520 - TRANSFER FEES	425.00	7,075.00	5,520.00	(1,555.00)	128.17
3530 - RISE TOWER RENT	300.00	3,600.00	8,060.00	4,460.00	44.67
3540 - SAFETY GRANT (CSD)	0.00	0.00	12,145.00	12,145.00	0.00
3560 - BACKFLOW TESTING FEE	0.00	1,094.00	0.00	(1,094.00)	0.00
MISCELLANEOUS	725.00	328,550.23	35,662.00	(292,888.23)	921.29
TOTAL REVENUES	1,384,491.20	26,540,311.23	22,549,504.00	(3,990,807.23)	117.70
OPERATING EXPENSE					
4110 - POTABLE WATER	227.65	3,155,942.09	3,224,486.36	68,544.27	97.87
4120 - RENTAL WATER	0.00	(11,375.00)	0.00	11,375.00	0.00
4130 - CARRYOVER	(34,100.32)	52,588.88	91,239.03	38,650.15	57.64
4131 - CARRYOVER2	0.00	2,647.84	0.00	(2,647.84)	0.00
4132 - CARRYOVER3	0.00	20,678.88	0.00	(20,678.88)	0.00
4140 - WINTER WATER	0.00	0.00	5,630.81	5,630.81	0.00
4150 - ASSESSMENTS	0.00	626,660.37	463,615.14	(163,045.23)	135.17
4160 - RULE 11 FEES	0.00	0.00	65,040.00	65,040.00	0.00
4170 - WATER QUALITY - TESTING	1,383.00	14,633.00	14,000.00	(633.00)	104.52
WATER	32,489.67	(3,861,776.06)	(3,864,011.34)	(2,235.28)	99.94
4210 - SALARIES, FIELD	120,261.46	1,357,472.98	1,527,998.00	170,525.02	88.84
4220 - SALARIES, ENGINEERING	11,586.40	135,157.55	189,998.66	54,841.11	71.14
4240 - INSURANCE HEALTH	18,888.87	184,950.61	193,471.00	8,520.39	95.60
4250 - RETIREMENT	14,622.12	89,826.76	84,313.00	(5,513.76)	106.54
4260 - AWARDS	0.00	0.00	1,358.00	1,358.00	0.00
4270 - UNIFORMS	2,048.09	11,289.11	6,500.00	(4,789.11)	173.68
4280 - MISCELLANEOUS	0.00	0.00	1,131.00	1,131.00	0.00
EMPLOYEES	(167,406.94)	(1,778,697.01)	(2,004,769.66)	(226,072.65)	88.72

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REPAIRS	0.00	0.00	0.00	0.00	0.00
4410 - FIELD	1,197.25	50,818.59	0.00	(50,818.59)	0.00
4411 - LOCATES	1,569.93	19,910.76	15,501.00	(4,409.76)	128.45
4412 - FARM PROPERTIES	0.00	14,761.36	2,760.00	(12,001.36)	534.83
4413 - SITE MAINTENANCE ANNUAL	0.00	4,053.74	5,698.00	1,644.26	71.14
4414 - CONSTRUCTION METER	0.00	17,640.30	0.00	(17,640.30)	0.00
4415 - WATER LINES (REPAIRS)	0.00	174,308.44	50,000.00	(124,308.44)	348.62
4416 - APPURTENANCE(REPAIR)	4,201.00	105,486.92	0.00	(105,486.92)	0.00
4417 - METER SETTING	0.00	185,491.86	600,000.00	414,508.14	30.92
4418 - MASTER METERS	0.00	18,245.90	5,000.00	(13,245.90)	364.92
4419 - SERVICE WORK	1,342.00	86,814.21	0.00	(86,814.21)	0.00
4420 - STORAGE TANKS (O & M)	182.20	41,029.18	0.00	(41,029.18)	0.00
4430 - PUMP STATIONS (O & M)	0.00	234,817.20	0.00	(234,817.20)	0.00
4435 - CHLORINE STATION	0.00	2,854.07	0.00	(2,854.07)	0.00
4440 - EQUIPMENT	1,316.75	46,103.79	205,000.00	158,896.21	22.49
4445 - SCADA EQUIPMENT	0.00	5,874.77	0.00	(5,874.77)	0.00
4446 - LOCATING EQUIPMENT	0.00	2,520.64	0.00	(2,520.64)	0.00
4450 - SHOP/YARD	498.26	88,429.18	0.00	(88,429.18)	0.00
4460 - VEHICLES	2,968.55	189,362.42	102,000.00	(87,362.42)	185.65
4470 - SAFETY	190.00	9,771.20	0.00	(9,771.20)	0.00
4480 - CONTROL VAULTS	0.00	1,305.15	29,226.00	27,920.85	4.47
OPERATION & MAINTENANCE	(13,465.94)	(1,299,599.68)	(1,015,185.00)	284,414.68	128.02
4500 - ENGINEERING	0.00	0.00	50,000.00	50,000.00	0.00
ENGINEERING	0.00	0.00	(50,000.00)	(50,000.00)	0.00
4600 - ELECTRICITY	13,580.63	189,092.50	181,100.00	(7,992.50)	104.41
4640 - METER VAULTS	0.00	9,009.75	0.00	(9,009.75)	0.00
ELECTRICITY	(13,580.63)	(198,102.25)	(181,100.00)	17,002.25	109.39
4700 - COMMUNICATIONS	100.36	1,203.34	0.00	(1,203.34)	0.00
COMMUNICATIONS	(100.36)	(1,203.34)	0.00	1,203.34	0.00
4810 - GENERAL	2,943.51	35,322.12	0.00	(35,322.12)	0.00
4820 - AUTO	968.45	13,332.40	0.00	(13,332.40)	0.00
4830 - WORKER'S COMP	2,546.96	89,217.52	0.00	(89,217.52)	0.00
INSURANCE	(6,458.92)	(137,872.04)	0.00	137,872.04	0.00
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	168,523.12	7,277,250.38	7,115,066.00	(162,184.38)	102.28
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	50,724.59	549,891.42	932,658.00	382,766.58	58.96
5150 - DIRECTORS' FEES	5,800.00	5,800.00	0.00	(5,800.00)	0.00
SALARIES	56,524.59	555,691.42	932,658.00	376,966.58	59.58
5210 - FICA	10,725.48	153,762.41	130,000.00	(23,762.41)	118.28
5220 - UNEMPLOYMENT	0.00	3,231.60	4,968.00	1,736.40	65.05
PAYROLL TAXES	10,725.48	156,994.01	134,968.00	(22,026.01)	116.32
5300 - HEALTH INSURANCE	0.00	0.00	60,000.00	60,000.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,399.39	48,968.79	0.00	(48,968.79)	0.00
HEALTH INSURANCE	4,399.39	48,968.79	60,000.00	11,031.21	81.61
5400 - OFFICE UTILITIES	0.00	2,961.97	0.00	(2,961.97)	0.00
5401 - ELECTRICITY	756.07	9,929.56	10,000.00	70.44	99.30
5402 - PROPANE	1,312.68	9,454.81	7,000.00	(2,454.81)	135.07

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
5403 - TELEPHONE	3,976.13	32,072.45	23,000.00	(9,072.45)	139.45
5404 - CELL PHONE SERVICE	3,225.20	19,673.96	20,000.00	326.04	98.37
5405 - CELL PHONE ACCESSORIES	0.00	9.77	500.00	490.23	1.95
5406 - OFFICE CLEANING SERVICE	1,700.00	17,680.00	20,000.00	2,320.00	88.40
5407 - INTERNET	0.00	0.00	600.00	600.00	0.00
5409 - SECURITY CAMERAS	0.00	18,265.00	0.00	(18,265.00)	0.00
5410 - OFFICE EQUIPMENT	0.00	135.45	0.00	(135.45)	0.00
5412 - PRINTERS	0.00	2,967.80	0.00	(2,967.80)	0.00
5413 - FURNITURE	0.00	0.00	2,760.00	2,760.00	0.00
5440 - COMPUTER	0.00	0.00	1,000.00	1,000.00	0.00
5441 - COMPUTER SUPPORT	5,552.00	75,746.84	66,245.00	(9,501.84)	114.34
5442 - HARDWARE (COMPUTERS)	0.00	7,795.00	0.00	(7,795.00)	0.00
5443 - SOFTWARE	0.00	1,166.00	7,000.00	5,834.00	16.66
5444 - LICENSES (ANNUAL)	495.00	30,221.45	30,000.00	(221.45)	100.74
5445 - SENSUS METER SUPPORT	0.00	4,876.00	3,000.00	(1,876.00)	162.53
OFFICE UTILITIES	17,017.08	232,956.06	191,105.00	(41,851.06)	121.90
5510 - OFFICE EXPENSES	16,981.26	191,266.73	175,107.00	(16,159.73)	109.23
5520 - POSTAGE	152.00	2,619.66	3,312.00	692.34	79.10
5530 - BANK / CREDIT CARD FEES	5,667.36	53,859.40	5,520.00	(48,339.40)	975.71
5540 - BUILDING MAINTENANCE	700.00	43,220.42	1,104.00	(42,116.42)	3,914.89
5560 - PRINTING	0.00	0.00	2,760.00	2,760.00	0.00
5580 - DUES & REGISTRATION	600.00	4,574.00	3,312.00	(1,262.00)	138.10
OFFICE EXPENSE	24,100.62	295,540.21	191,115.00	(104,425.21)	154.64
5610 - LEGAL	27,332.42	609,170.66	357,000.00	(252,170.66)	170.64
5620 - ACCOUNTING	5,900.00	50,846.42	50,000.00	(846.42)	101.69
5625 - EASEMENT FEES	0.00	9,465.00	0.00	(9,465.00)	0.00
5630 - WATER TRANSFER FEES	0.00	3,016.58	100.00	(2,916.58)	3,016.58
5640 - MAPPING - NORTHLINE	0.00	0.00	700.00	700.00	0.00
5650 - CONSULTANT FEES	0.00	49,065.11	204,000.00	154,934.89	24.05
5660 - MEMBERSHIP FEES	0.00	35,638.55	9,022.00	(26,616.55)	395.02
5670 - APPRAISALS	0.00	33,500.00	0.00	(33,500.00)	0.00
5680 - LAND ACQUISITION	0.00	109,431.64	0.00	(109,431.64)	0.00
PROFESSIONAL FEES	33,232.42	900,133.96	620,822.00	(279,311.96)	144.99
VEHICLES	0.00	0.00	0.00	0.00	0.00
5900 - MISCELLANEOUS	0.00	(406.94)	7,729.00	8,135.94	(5.27)
5920 - FIRE MITIGATION GRANT	0.00	23,084.50	0.00	(23,084.50)	0.00
MISCELLANEOUS	0.00	22,677.56	7,729.00	(14,948.56)	293.41
TOTAL ADMINISTRATIVE EXPENSE	145,999.58	2,212,962.01	2,138,397.00	(74,565.01)	103.49
CAPITAL IMPROVEMENTS					
6100 - SOLDIER CANYON	0.00	0.00	312,000.00	312,000.00	0.00
SOLDIER CYN FILTER PLANT	0.00	0.00	312,000.00	312,000.00	0.00
6200 - STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
STORAGE TANKS	0.00	937,376.05	1,600,000.00	662,623.95	58.59
6300 - PUMP STATIONS	0.00	256,507.05	0.00	(256,507.05)	0.00
PUMP STATIONS	0.00	256,507.05	0.00	(256,507.05)	0.00
6400 - EQUIPMENT	0.00	0.00	25,700.00	25,700.00	0.00
6410 - VEHICLES	0.00	144,345.42	142,000.00	(2,345.42)	101.65
6420 - TRENCH BOX	0.00	204.02	0.00	(204.02)	0.00
6440 - OTHER EQUIPMENT	0.00	24,198.75	0.00	(24,198.75)	0.00
EQUIPMENT	0.00	168,748.19	167,700.00	(1,048.19)	100.63
6505 - ENGINEERING	44,379.16	1,292,371.04	300,000.00	(992,371.04)	430.79

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail

For the Twelve Months Ending December 31, 2023

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
6510 - WATER LINES	473,334.74	6,925,821.23	15,200,000.00	8,274,178.77	45.56
6515 - METER UPGRADES	0.00	0.00	240,000.00	240,000.00	0.00
6540 - AWIA & GENERATORS	0.00	0.00	350,000.00	350,000.00	0.00
6545 - SCADA EQUIPMENT	0.00	13,501.00	0.00	(13,501.00)	0.00
6547 - GPS EQUIPMENT	0.00	43,771.00	0.00	(43,771.00)	0.00
6548 - MAPPING/GPS	0.00	10,277.70	0.00	(10,277.70)	0.00
SYSTEM	517,713.90	8,285,741.97	16,090,000.00	7,804,258.03	51.50
661.09 - OTHER	0.00	892.82	0.00	(892.82)	0.00
6610 - WATER RESOURCE MANAGER	0.00	139,722.42	0.00	(139,722.42)	0.00
6615 - GRAVEL PITS	0.00	0.00	400,000.00	400,000.00	0.00
6620 - WATER RIGHTS	0.00	6,990,000.00	9,000,000.00	2,010,000.00	77.67
6630 - LEGAL (WRM)	6,523.75	65,862.82	310,000.00	244,137.18	21.25
6640 - STORAGE	34,990.41	151,292.07	0.00	(151,292.07)	0.00
WATER RIGHTS	41,514.16	7,347,770.13	9,710,000.00	2,362,229.87	75.67
6710 - EASEMENTS	2,500.00	858,318.90	165,000.00	(693,318.90)	520.19
6720 - LAND	0.00	0.00	190,000.00	190,000.00	0.00
6730 - SURVEYING	0.00	33,748.25	5,000.00	(28,748.25)	674.97
LAND/EASEMENTS	2,500.00	892,067.15	360,000.00	(532,067.15)	247.80
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	561,728.06	17,888,210.54	28,239,700.00	10,351,489.46	63.34
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	1,389,110.43	26,678,560.63	22,624,387.00	(4,054,173.63)	117.92
TOTAL EXPENSES	879,679.76	31,972,213.44	42,679,435.00	10,707,221.56	74.91
PROFIT/LOSS	509,430.67	(5,293,652.81)	(20,055,048.00)	(14,761,395.19)	26.40

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: December 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance		2,592,488.33
Add: Cash Receipts		342,759.83
Less: Cash Disbursements		(883,296.74)
Add (Less) Other		875,796.22
Ending GL Balance		<u>2,927,747.64</u>
Ending Bank Balance		<u>3,584,244.39</u>
Add back deposits in transit		
Total deposits in transit		
(Less) outstanding checks		
	Nov 18, 2022	17106 (227.65)
	May 12, 2023	17640 (750.00)
	Jul 24, 2023	17898 (2,400.00)
	Aug 11, 2023	17963 (52.00)
	Oct 24, 2023	18177 (30,922.00)
	Nov 6, 2023	18209 (1,073.28)
	Nov 7, 2023	18215 (289.69)
	Nov 7, 2023	18221 (6,825.00)
	Nov 22, 2023	18265 (7,990.00)
	Nov 27, 2023	18278 (1,100.00)
	Nov 27, 2023	18283 (155,761.00)
	Nov 30, 2023	18284 (1,100.00)
	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	18303 (1,100.00)
	Nov 30, 2023	18305 (1,100.00)
	Nov 30, 2023	18308 (1,100.00)
	Dec 11, 2023	18326 (60,000.00)
	Dec 11, 2023	18327 (2,500.00)
	Dec 11, 2023	18337 (28.00)
	Dec 13, 2023	18340 (6,125.82)
	Dec 13, 2023	18345 (241.75)
	Dec 14, 2023	18353 (50.22)
	Dec 14, 2023	18354 (182.45)
	Dec 14, 2023	18361 (26.64)
	Dec 14, 2023	18362 (9,081.83)
	Dec 14, 2023	18363 (4,201.00)
	Dec 14, 2023	18367 (15,953.16)
	Dec 14, 2023	18368 (3,963.57)
	Dec 14, 2023	18372 (1,342.00)
	Dec 19, 2023	18374 (5,552.00)
	Dec 19, 2023	18376 (223.72)
	Dec 19, 2023	18377 (3,276.59)
	Dec 19, 2023	18378 (52.00)
	Dec 19, 2023	18379 (4,296.48)
	Dec 19, 2023	18382 (1,100.00)
	Dec 19, 2023	18385 (100.36)
	Dec 27, 2023	18387 (1,100.00)
	Dec 27, 2023	18388 (300.00)
	Dec 27, 2023	18389 (176.64)
	Dec 27, 2023	18390 (1,200.00)
	Dec 27, 2023	18391 (57.72)
	Dec 27, 2023	18392 (79.95)
	Dec 27, 2023	18393 (26.64)
	Dec 27, 2023	18394 (900.00)
	Dec 27, 2023	18395 (1,100.00)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: December 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

	Dec 27, 2023	18396	(1,200.00)	
	Dec 27, 2023	18397	(201.74)	
	Dec 27, 2023	18398	(11.79)	
	Dec 27, 2023	18399	(93.67)	
	Dec 27, 2023	18400	(550.20)	
	Dec 27, 2023	18401	(93.67)	
	Dec 27, 2023	18402	(3,507.53)	
	Dec 13, 2023	OL-1213202	(288,324.48)	
	Dec 27, 2023	OL-1227202	(3,976.13)	
	Dec 29, 2023	OL-1229202	(7,550.22)	
	Jul 17, 2023	VOID 16682	(24,198.75)	
Total outstanding checks				(669,137.34)
Add (Less) Other				
	Dec 28, 2023	CC1228	6,283.09	
	Dec 29, 2023	CC1229	3,121.76	
	Dec 30, 2023	CC1230	1,312.24	
	Dec 31, 2023	CC1231	915.74	
	Dec 28, 2023	CCIH1218	476.84	
	Dec 29, 2023	MARS1220	530.92	
Total other				12,640.59
Unreconciled difference				0.00
Ending GL Balance				<u>2,927,747.64</u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: December 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	15,060,470.05
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>68,228.92</u>
Ending GL Balance	<u>15,128,698.97</u>
Ending Bank Balance	15,128,698.97
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>15,128,698.97</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,176,950.02
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>7,803.62</u>
Ending GL Balance	<u>2,184,753.64</u>
Ending Bank Balance	2,184,753.64
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,184,753.64</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Dec 31, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: December 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	40,121,114.75
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	178,612.50
Ending GL Balance	<u>40,299,727.25</u>
Ending Bank Balance	<u>40,299,727.25</u>
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u> 0.00</u>
Ending GL Balance	<u><u>40,299,727.25</u></u>

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2024

ASSETS

Current Assets

1014 - BANK OF COLORADO	\$	1,989,940.92
1015 - COLO TRUST - GENERAL		15,197,173.98
1017 - COLO TRUST- RRR		265,563.25
1019 - COLO TRUST - 2019 BOND		2,295,699.19
1020 - COLO TRUST - 2022 BOND		40,478,983.76
1030 - CASH DRAWER		200.00
1035 - CONTRA CASH RESERVE		(1,705,883.00)
1050 - CASH RESERVE (CWRPDA)		1,705,883.00
1100 - AR WATER (DRIP)		1,201,263.89
1105 - AR CONSTRUCTION METERS		501,331.85
1116 - ACCOUNTS RECEIVABLE		25,741.69
1230 - PREPAID INSURANCE		93,224.02
1300 - INVENTORY		2,008,863.34

Total Current Assets 64,057,985.89

Property and Equipment

1220 - LAND BUILDING SITE		541,875.18
1222 - CSU DRYING BEDS		28,612.00
1225 - LAND & EASEMENTS		2,577,384.19
1405 - WATER RIGHTS OWNED		95,122,451.44
1407 - WATER STORAGE		6,155,513.62
1415 - MACHINERY & EQUIPMENT		2,389,048.51
1416 - DEPREC - MACH & EQUIP		(1,822,316.91)
1420 - OFFICE EQUIPMENT		52,720.33
1421 - DEPREC - OFFICE EQUIP		(52,720.11)
1425 - PIPELINES		74,192,485.87
1426 - DEPREC - PIPELINES		(25,088,803.91)
1430 - STORAGE TANKS		2,689,338.13
1431 - DEPREC - STORAGE TANKS		(1,545,497.07)
1432 - MASTER METERS		689,854.53
1433 - DEPREC MASTER METERS		(54,718.43)
1435 - PUMP STATIONS		5,687,716.34
1436 - DEPREC - PUMP STATIONS		(2,619,270.54)
1437 - FILL STATION		15,555.00
1438 - DEPREC - FILL STATION		(3,888.75)
1440 - PAVING		25,500.20
1441 - DEPREC - PAVING		(25,499.80)
1445 - OFFICE BUILDING		1,667,567.41
1446 - DEPREC - BUILDING		(526,487.01)
1454 - CONSTRUCT IN PROGRESS		22,713.40

Total Property and Equipment 160,119,133.62

Other Assets

1457 - FILTER PLANT EQUITY		22,849,610.70
1464 - BOND INSURANCE		1,841.00
1466 - Bond Cst of Issue '19		188,070.00

Total Other Assets 23,039,521.70

Total Assets \$ 247,216,641.21

LIABILITIES AND CAPITAL

Current Liabilities

2215 - ACCOUNTS PAYABLES	\$	669,187.79
2216 - CONST MTR DEPOSITS		91,124.94

Unaudited - For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT

Balance Sheet
January 31, 2024

2230 - ACCRUED WAGES	196,372.00	
2231 - ACCRUED COMP ABSENCES	150,013.12	
2232 - ACCRUED INTEREST	117,662.50	
Total Current Liabilities		1,224,360.35
Long-Term Liabilities		
2221 - 2012 BONDS PAYABLE	1,575,000.00	
2222 - 2019 Bond Payable	16,160,000.00	
2223 - Bond Premium '19	777,042.00	
2224 - 2020 BOND PAYABLE	3,050,000.00	
2226 - 01A BOND	34,615,000.00	
2227 - CURT PORT LONGTERM DEBT	3,738,291.00	
2228 - NET PREM/DISCT '12 BOND	26,465.00	
2229 - PREMIUM ON 2009A LOAN	52,732.00	
Total Long-Term Liabilities		59,994,530.00
Total Liabilities		61,218,890.35
Capital		
2800 - RETAINED EARNINGS	185,722,699.08	
Net Income	275,051.78	
Total Capital		185,997,750.86
Total Liabilities & Capital	\$	247,216,641.21

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
REVENUES					
3110 - METERED SALES	\$ 766,411.71	\$ 766,411.71	\$ 14,417,718.00	13,651,306.29	5.32
3111 - WATER ALLOC SURCHARGE	313,626.00	313,626.00	4,300,000.00	3,986,374.00	7.29
3112 - PLANT INVEST SURCHARGE	51,547.50	51,547.50	2,800,000.00	2,748,452.50	1.84
3113 - ADJUSTMENTS	77,901.04	77,901.04	0.00	(77,901.04)	0.00
3140 - CONST METER USAGE	8,206.27	8,206.27	213,282.00	205,075.73	3.85
3141 - CONSTR METER RENTAL	815.00	815.00	5,722.00	4,907.00	14.24
3142 - CONSTRUCT METER REPAIR	262.38	262.38	572.00	309.62	45.87
OPERATING	1,218,769.90	1,218,769.90	21,737,294.00	20,518,524.10	5.61
3210 INTEREST-COTRUST-GENERAL	257,897.76	257,897.76	1,500,000.00	1,242,102.24	17.19
3220 - PORT PARTONAGE AGFINITY	0.00	0.00	845.00	845.00	0.00
NON OPERATING	257,897.76	257,897.76	1,500,845.00	1,242,947.24	17.18
3310 - TAP (PI) FEES	65,700.00	65,700.00	3,300,000.00	3,234,300.00	1.99
3311 - DISTANCE FEES	10,500.00	10,500.00	180,186.00	169,686.00	5.83
3312 - WATER (ALLOCATION) FEE	0.00	0.00	210,000.00	210,000.00	0.00
3314 - INSTALLATION FEES	6,300.00	6,300.00	337,849.00	331,549.00	1.86
3315 - METER RELOCATION FEE	0.00	0.00	1,689.00	1,689.00	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	0.00	10,000.00	10,000.00	0.00
3321 - NON-POTABLE INSTALL	17,315.00	17,315.00	0.00	(17,315.00)	0.00
NEW SERVICE	99,815.00	99,815.00	4,195,784.00	4,095,969.00	2.38
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	4,973.14	4,973.14	0.00	(4,973.14)	0.00
3520 - TRANSFER FEES	150.00	150.00	10,000.00	9,850.00	1.50
3530 - RISE TOWER RENT	300.00	300.00	8,221.00	7,921.00	3.65
MISCELLANEOUS	5,423.14	5,423.14	18,221.00	12,797.86	29.76
TOTAL REVENUES	1,581,905.80	1,581,905.80	27,470,715.00	25,888,809.20	5.76
OPERATING EXPENSE					
4110 - POTABLE WATER	0.00	0.00	3,278,725.90	3,278,725.90	0.00
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	275,318.15	275,318.15	536,331.86	261,013.71	51.33
4160 - RULE 11 FEES	0.00	0.00	66,341.00	66,341.00	0.00
4170 - WATER QUALITY - TESTING	816.00	816.00	14,280.00	13,464.00	5.71
WATER	(276,134.15)	(276,134.15)	(3,994,486.00)	(3,718,351.85)	6.91
4210 - SALARIES, FIELD	108,677.17	108,677.17	1,422,445.00	1,313,767.83	7.64
4220 - SALARIES, ENGINEERING	10,735.57	10,735.57	316,162.00	305,426.43	3.40
4240 - INSURANCE HEALTH	13,918.65	13,918.65	198,308.00	184,389.35	7.02
4250 - RETIREMENT	7,173.60	7,173.60	86,420.00	79,246.40	8.30
4260 - AWARDS	0.00	0.00	1,392.00	1,392.00	0.00
4270 - UNIFORMS	0.00	0.00	6,500.00	6,500.00	0.00
4280 - MISCELLANEOUS	0.00	0.00	1,160.00	1,160.00	0.00
EMPLOYEES	(140,504.99)	(140,504.99)	(2,032,387.00)	(1,891,882.01)	6.91
REPAIRS					
4410 - FIELD	1,629.79	1,629.79	60,000.00	58,370.21	2.72
4411 - LOCATES	835.92	835.92	17,000.00	16,164.08	4.92
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
4415 - WATER LINES (REPAIRS)	456.00	456.00	473,000.00	472,544.00	0.10
4416 - APPURTENANCE(REPAIR)	149.32	149.32	225,000.00	224,850.68	0.07
4417 - METER SETTING	4,000.00	4,000.00	510,000.00	506,000.00	0.78

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
4418 - MASTER METERS	0.00	0.00	25,000.00	25,000.00	0.00
4419 - SERVICE WORK	4,000.00	4,000.00	130,000.00	126,000.00	3.08
4420 - STORAGE TANKS (O & M)	28.90	28.90	54,000.00	53,971.10	0.05
4430 - PUMP STATIONS (O & M)	0.00	0.00	285,000.00	285,000.00	0.00
4435 - CHLORINE STATION	0.00	0.00	5,520.00	5,520.00	0.00
4440 - EQUIPMENT	140.00	140.00	77,000.00	76,860.00	0.18
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	1,257.61	1,257.61	51,000.00	49,742.39	2.47
4460 - VEHICLES	5,686.33	5,686.33	104,040.00	98,353.67	5.47
4470 - SAFETY	1,590.00	1,590.00	20,400.00	18,810.00	7.79
4480 - CONTROL VAULTS	0.00	0.00	34,000.00	34,000.00	0.00
OPERATION & MAINTENANCE	(19,773.87)	(19,773.87)	(2,142,431.00)	(2,122,657.13)	0.92
ENGINEERING	0.00	0.00	0.00	0.00	0.00
4600 - ELECTRICITY	10,794.39	10,794.39	184,722.00	173,927.61	5.84
ELECTRICITY	(10,794.39)	(10,794.39)	(184,722.00)	(173,927.61)	5.84
4700 - COMMUNICATIONS	100.37	100.37	51,000.00	50,899.63	0.20
COMMUNICATIONS	(100.37)	(100.37)	(51,000.00)	(50,899.63)	0.20
4810 - GENERAL	2,943.51	2,943.51	75,500.00	72,556.49	3.90
4820 - AUTO	968.45	968.45	20,400.00	19,431.55	4.75
4830 - WORKER'S COMP	3,546.08	3,546.08	76,500.00	72,953.92	4.64
INSURANCE	(7,458.04)	(7,458.04)	(172,400.00)	(164,941.96)	4.33
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING EXPENSES	454,765.81	454,765.81	8,577,426.00	8,122,660.19	5.30
ADMINISTRATIVE EXPENSE					
5110 - OFFICE	42,661.18	42,661.18	538,541.00	495,879.82	7.92
SALARIES	42,661.18	42,661.18	538,541.00	495,879.82	7.92
5210 - FICA	12,704.99	12,704.99	139,000.00	126,295.01	9.14
5220 - UNEMPLOYMENT	0.00	0.00	5,068.00	5,068.00	0.00
PAYROLL TAXES	12,704.99	12,704.99	144,068.00	131,363.01	8.82
5300 - HEALTH INSURANCE	0.00	0.00	61,200.00	61,200.00	0.00
5310 - ADMIN HEALTH INSURANCE	4,400.81	4,400.81	0.00	(4,400.81)	0.00
HEALTH INSURANCE	4,400.81	4,400.81	61,200.00	56,799.19	7.19
5400 - OFFICE UTILITIES	322.74	322.74	0.00	(322.74)	0.00
5401 - ELECTRICITY	726.19	726.19	10,200.00	9,473.81	7.12
5402 - PROPANE	0.00	0.00	7,140.00	7,140.00	0.00
5403 - TELEPHONE	4,683.89	4,683.89	23,460.00	18,776.11	19.97
5404 - CELL PHONE SERVICE	1,573.71	1,573.71	20,400.00	18,826.29	7.71
5405 - CELL PHONE ACCESSORIES	0.00	0.00	510.00	510.00	0.00
5406 - OFFICE CLEANING SERVICE	1,360.00	1,360.00	20,400.00	19,040.00	6.67
5407 - INTERNET	0.00	0.00	612.00	612.00	0.00
5409 - SECURITY CAMERAS	0.00	0.00	12,000.00	12,000.00	0.00
5410 - OFFICE EQUIPMENT	0.00	0.00	500.00	500.00	0.00
5412 - PRINTERS	183.09	183.09	500.00	316.91	36.62
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	5,817.96	5,817.96	67,570.00	61,752.04	8.61
5443 - SOFTWARE	0.00	0.00	7,140.00	7,140.00	0.00
5444 - LICENSES (ANNUAL)	1,281.90	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

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
OFFICE UTILITIES	15,949.48	15,949.48	211,907.00	195,957.52	7.53
5510 - OFFICE EXPENSES	8,820.61	8,820.61	178,609.00	169,788.39	4.94
5520 - POSTAGE	0.00	0.00	3,378.00	3,378.00	0.00
5530 - BANK / CREDIT CARD FEES	3,687.39	3,687.39	5,631.00	1,943.61	65.48
5540 - BUILDING MAINTENANCE	300.00	300.00	1,126.00	826.00	26.64
5560 - PRINTING	0.00	0.00	2,815.00	2,815.00	0.00
5580 - DUES & REGISTRATION	0.00	0.00	3,378.00	3,378.00	0.00
OFFICE EXPENSE	12,808.00	12,808.00	194,937.00	182,129.00	6.57
5610 - LEGAL	12,781.21	12,781.21	364,140.00	351,358.79	3.51
5620 - ACCOUNTING	12,000.00	12,000.00	51,000.00	39,000.00	23.53
5625 - EASEMENT FEES	800.00	800.00	0.00	(800.00)	0.00
5630 - WATER TRANSFER FEES	2,293.50	2,293.50	4,000.00	1,706.50	57.34
5640 - MAPPING - NORTHLINE	0.00	0.00	714.00	714.00	0.00
5650 - CONSULTANT FEES	38,153.40	38,153.40	208,080.00	169,926.60	18.34
5660 - MEMBERSHIP FEES	0.00	0.00	60,000.00	60,000.00	0.00
5680 - LAND ACQUISITION	3,522.08	3,522.08	100,000.00	96,477.92	3.52
PROFESSIONAL FEES	69,550.19	69,550.19	787,934.00	718,383.81	8.83
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	158,074.65	158,074.65	2,048,587.00	1,890,512.35	7.72
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	0.00	75,000.00	75,000.00	0.00
PUMP STATIONS	0.00	0.00	75,000.00	75,000.00	0.00
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	0.00	0.00	1,200,000.00	1,200,000.00	0.00
6510 - WATER LINES	607,860.33	607,860.33	19,700,000.00	19,092,139.67	3.09
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	13,250.00	13,250.00	0.00	(13,250.00)	0.00
SYSTEM	621,110.33	621,110.33	21,700,000.00	21,078,889.67	2.86
6615 - GRAVEL PITS	0.00	0.00	200,000.00	200,000.00	0.00
6620 - WATER RIGHTS	0.00	0.00	6,000,000.00	6,000,000.00	0.00
6630 - LEGAL (WRM)	0.00	0.00	310,000.00	310,000.00	0.00
6640 - STORAGE	61,149.59	61,149.59	0.00	(61,149.59)	0.00
WATER RIGHTS	61,149.59	61,149.59	6,510,000.00	6,448,850.41	0.94
6710 - EASEMENTS	12,036.00	12,036.00	75,000.00	62,964.00	16.05
6720 - LAND	0.00	0.00	100,000.00	100,000.00	0.00
6730 - SURVEYING	0.00	0.00	5,000.00	5,000.00	0.00
LAND/EASEMENTS	12,036.00	12,036.00	180,000.00	167,964.00	6.69

For Management Purposes Only

NORTH WELD COUNTY WATER DISTRICT
Income Statement
Detail
For the One Month Ending January 31, 2024

	CURRENT MONTH	YTD	BUDGET	+ OR - BUDGET	% BUDGET
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	694,295.92	694,295.92	29,685,000.00	28,990,704.08	2.34
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	1,582,188.16	1,582,188.16	27,547,095.00	25,964,906.84	5.74
TOTAL EXPENSES	1,307,136.38	1,307,136.38	44,793,042.00	43,485,905.62	2.92
PROFIT/LOSS	275,051.78	275,051.78	(17,245,947.00)	(17,520,998.78)	(1.59)

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance			1,227,418.10
Add: Cash Receipts			126,401.06
Less: Cash Disbursements			(1,302,230.83)
Add (Less) Other			880,951.38
Ending GL Balance			932,539.71
Ending Bank Balance			1,377,223.42
Add back deposits in transit			
Total deposits in transit			
(Less) outstanding checks			
	Jul 11, 2022	16682	(24,198.75)
	Oct 14, 2022	16988	(105.90)
	Nov 18, 2022	17106	(227.65)
	Dec 20, 2022	17205	(437.50)
	Dec 22, 2022	17215	(900.00)
	Dec 22, 2022	17216	(90.00)
	Jan 13, 2023	17260	(3,000.00)
	Jan 13, 2023	17262	(5,959.28)
	Jan 13, 2023	17263	(4,000.00)
	Jan 13, 2023	17264	(500.00)
	Jan 13, 2023	17269	(3,356.25)
	Jan 16, 2023	17271	(9,795.00)
	Jan 16, 2023	17272	(33.20)
	Jan 16, 2023	17273	(44,081.90)
	Jan 16, 2023	17275	(44,505.52)
	Jan 17, 2023	17276	(7,421.67)
	Jan 17, 2023	17278	(166.99)
	Jan 17, 2023	17279	(4,214.87)
	Jan 17, 2023	17282	(2,085.56)
	Jan 17, 2023	17286	(3,304.14)
	Jan 18, 2023	17287	(1,100.00)
	Jan 18, 2023	17290	(184.50)
	Jan 18, 2023	17291	(184.00)
	Jan 18, 2023	17292	(2,131.58)
	Jan 30, 2023	17297	(8,022.35)
	Jan 30, 2023	17298	(4,016.47)
	Jan 30, 2023	17299	(3,754.60)
	Jan 30, 2023	17300	(168.00)
	Jan 30, 2023	17301	(1,160.26)
	Jan 30, 2023	17302	(100.24)
	Jan 30, 2023	17303	(193.26)
	Jan 31, 2023	17304	(182.45)
	Jan 31, 2023	17305	(49.80)
	Jan 31, 2023	17306	(281.73)
	Jan 31, 2023	17307	(260.00)
	Jan 31, 2023	17308	(259,321.50)
	Jan 31, 2023	17309	(5,732.70)
	Jan 31, 2023	17310	(28.99)
	Jan 31, 2023	17311	(2,997.50)
	Jan 31, 2023	17312	(1,401.15)
	Jan 31, 2023	17313	(387.00)
Total outstanding checks			(450,042.26)
Add (Less) Other			
	Jan 30, 2023	CC0130	1,753.35
	Jan 31, 2023	CC0131	2,693.45
	Jan 30, 2023	CCIH0120	499.95

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1014 - 1014 - BANK OF COLORADO
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Jan 31, 2023	CCIH0121	254.10
Jan 31, 2023	MARS0120	<u>157.70</u>

Total other	5,358.55
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>932,539.71</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1015 - 1015 - COLO TRUST - GENERAL
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	24,619,227.33
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>(6,924,206.33)</u>
Ending GL Balance	<u>17,695,021.00</u>
Ending Bank Balance	17,695,021.00
Add back deposits in transit	_____
Total deposits in transit	
(Less) outstanding checks	_____
Total outstanding checks	
Add (Less) Other	_____
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>17,695,021.00</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1019 - 1019 - COLO TRUST - 2019 BOND
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	2,176,950.02
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>7,803.62</u>
Ending GL Balance	<u>2,184,753.64</u>
Ending Bank Balance	2,184,753.64
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>2,184,753.64</u></u>

NORTH WELD COUNTY WATER DISTRICT
Account Reconciliation
As of Jan 31, 2023
1020 - 1020 - COLO TRUST - 2022 BOND
Bank Statement Date: January 31, 2023

Filter Criteria includes: Report is printed in Detail Format.

Beginning GL Balance	38,385,135.66
Add: Cash Receipts	
Less: Cash Disbursements	
Add (Less) Other	<u>137,597.84</u>
Ending GL Balance	<u>38,522,733.50</u>
Ending Bank Balance	38,522,733.50
Add back deposits in transit	<u> </u>
Total deposits in transit	
(Less) outstanding checks	<u> </u>
Total outstanding checks	
Add (Less) Other	<u> </u>
Total other	
Unreconciled difference	<u>0.00</u>
Ending GL Balance	<u><u>38,522,733.50</u></u>

Attachment A

Amendment No. 1 to Task Order No. 4

Water Supply and Storage Company 2021 Change of Use Water Court Application
June 28, 2023

This Task Order sets forth the terms and conditions of services to be completed pursuant to communications between ELEMENT and CLIENT and serves to amend Attachment A to the Master Consulting Agreement between our firms dated October 21, 2019.

Scope of Services

ELEMENT is providing water resources services to CLIENT to support a change of use of Water Supply and Storage Company (WSSC) water rights in Case No. 21CW3119. The first phase (Phase I) covered services including the preparation of a Preliminary Expert Report and providing support to CLIENT and its legal counsel in the development of a water court application (the Application), preparing a draft water court decree, preparing a Substitute Water Supply Plan (SWSP) application, responding to a Summary of Consultation, reviewing and responding to objector comments, and in settlement negotiations. If the Application is not settled prior to July 1, 2023, it will be referred to the water court judge. The primary purpose of this first amendment to the task order is to continue assisting CLIENT in its settlement negotiations. This includes providing information to the City of Greeley's consultant related to information ELEMENT prepared to assist CLIENT in settlement with the Larimer and Weld Irrigation Company, Larimer and Weld Reservoir Company, and WRCC, Inc. ELEMENT will also assist CLIENT with its Substitute Water Supply Plan renewal application for 2024. A subsequent amendment will be provided if an expert report and trial preparation are needed.

Deliverables and Project Schedule

The primary deliverable under this Amendment will be technical information provided to CLIENT's legal counsel to support settlement negotiations, information provided to the City of Greeley's consultant, and information provided to CLIENT in support of its SWSP renewal application for 2024. All deliverables, as well as participation in phone/conference calls, meetings, and communication via email will be provided in a timely manner to meet critical deadlines and mutually agreed-upon schedules. We are available to begin working on this project upon execution of the Agreement.

Fee Schedule

The budget estimate for the tasks described in the Scope of Services section above is \$40,000, based on the hourly rates described below. This budget estimate will include the period from June 1, 2023 to December 31, 2023. Payments for our services are based on the actual time spent on CLIENT's behalf and are measured by standard hourly rates based upon a 40-hour work week. Our current hourly rates are as follows:

Professional Services	Hourly Rate
Administrative	\$75.00
Staff Engineer/Hydrologist	\$140.00
Project Engineer/Hydrologist	\$160.00
Senior Engineer/Hydrologist	\$185.00
Project Manager	\$195.00
Senior Project Manager	\$205.00

Overtime, rush, and holiday work necessitated by CLIENT's directive is billed at an additional \$55 per hour. Sub-consultants to ELEMENT are billed at cost plus five percent. ELEMENT reserves the right to adjust the hourly rates annually.

If scope changes or project specifications cause an increase or decrease in services, an equitable adjustment shall be made to ELEMENT's compensation and this Agreement shall be modified by change order accordingly. ELEMENT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the services. ELEMENT will provide CLIENT notice within ten (10) days of the change order of any resulting increase in fee. Unless CLIENT objects in writing within five (5) days, the change order becomes part of this Agreement. If during the term of this Agreement material circumstances or conditions come to exist that were not originally contemplated by or known to a party, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, either party may call for renegotiation of appropriate portions of this Agreement. Each party shall notify the other party of the changed conditions necessitating renegotiation, and the parties shall promptly and in good faith enter into renegotiation of this

Agreement. If terms cannot be agreed to, either party may then terminate this Agreement.

CLIENT

ELEMENT Water Consulting, Inc.

By: [Signature] President
Signature & Title NWCWD

By: Beorn A. Courtney
Beorn A. Courtney, P.E., President

Date: Aug 14, 2023 JS.

Date: 8/14/23

ELEMENT WATER CONSULTING, INC.

FEE SCHEDULE
January 5, 2024

Payments for our services are based on the actual time spent on CLIENT's behalf and are measured by standard hourly rates based upon a 40-hour work week. Our current hourly rates are as provided in Table 1, below.

Table 1: Hourly Rates.

Professional Services	Hourly Rate
Administrative	\$80.00
Staff Engineer/Hydrologist	\$147.00
Project Engineer/Hydrologist	\$168.00
Senior Engineer/Hydrologist	\$194.00
Project Manager	\$205.00
Senior Project Manager	\$215.00

- Overtime, rush, and holiday work necessitated by CLIENT's directive is billed at an additional \$55 per hour.
- Sub-consultants to ELEMENT are billed at cost plus five percent (5%).
- ELEMENT reserves the right to adjust its hourly rates, which become effective upon written notice to CLIENT.

Change Order

No. 1

Date of Issuance: December 21, 2023 Effective Date: _____

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

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

Description: Change in Contract Documents to update the schedule of charges to the Colorado 2024 Schedule of Charges. Time, materials, and expenses will be billed in accordance with Trihydro's updated Colorado 2024 Schedule of Charges, attached. This will not result in a change to overall contract amounts.

Attachments:

1. Trihydro 2024 Colorado Standard Schedule of Charges

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Working days Calendar days

Per Project

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase from previously approved Amendment Nos. 1, 2 and 3:

~~Increase~~ ~~Decrease~~ from previously approved Change Orders

No. _____ to No. _____

\$ _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase of this Change Order:

~~Increase~~ ~~Decrease~~ of this Change Order:

\$ 0

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: 
Project Manager (Authorized Signature)

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: December 21, 2023

Date: _____

TRIHYDRO COLORADO SCHEDULE OF CHARGES

JANUARY 1, 2024 - DECEMBER 31, 2024 ^{2, 3, 4}

<u>PERSONNEL</u>	<u>UNIT RATE</u> ^{1, 7}
Senior Principal-----	273.00/hour
Principal-----	255.00/hour
Project Principal-----	240.00/hour
Technical Specialist 4-----	290.00/hour
Technical Specialist 3-----	275.00/hour
Technical Specialist 2-----	255.00/hour
Technical Specialist 1-----	236.00/hour
Professional Level 12-----	236.00/hour
Professional Level 11-----	221.00/hour
Professional Level 10-----	205.00/hour
Professional Level 9-----	194.00/hour
Professional Level 8-----	184.00/hour
Professional Level 7-----	172.00/hour
Professional Level 6-----	161.00/hour
Professional Level 5-----	149.00/hour
Professional Level 4-----	137.00/hour
Professional Level 3-----	125.00/hour
Professional Level 2-----	115.00/hour
Professional Level 1-----	105.00/hour
Technician Level 8-----	144.00/hour
Technician Level 7-----	135.00/hour
Technician Level 6-----	125.00/hour
Technician Level 5-----	116.00/hour
Technician Level 4-----	106.00/hour
Technician Level 3-----	97.00/hour
Technician Level 2-----	85.00/hour
Technician Level 1-----	71.00/hour
Administrative 4-----	108.00/hour
Administrative 3-----	90.00/hour
Administrative 2-----	78.00/hour
Administrative 1-----	66.00/hour
<u>EXPENSES</u>	
Subcontracts (Labor, Equipment and Services)-----	Cost + 10%
Shipping (i.e. Documents, Equipment, Supplies)-----	Cost
<u>TRAVEL EXPENSES</u>	
Meal Per Diem ⁶ -----	\$59/day/person
Airline Tickets-----	Cost
Hotel/Motel-----	Cost
Rental Vehicle-----	Cost
<u>FIELD EXPENSES AND EQUIPMENT</u>	
Consumable Field Supplies-----	Cost + 10%
Rental Equipment-----	Cost + 10%
Purchased Equipment-----	Cost + 10%
Company Field Instruments, Equipment, Vehicles, etc.-----	See Project-Specific Proposal
Consumable Field Supplies and PPE-----	See Project-Specific Proposal
Company Vehicles (daily) ⁵ -----	\$95/day min or 65.5 cents/mile
Company Vehicles (monthly)-----	Cost + fuel cost

1. The above charges include fringe benefits, overhead and profit. No multiplier is used for billing.
2. An annual escalation rate less than or equal to 5% will be applied to these rates for multi-year projects and contracts.
3. Payment of invoices shall be due within thirty days; delinquent amounts due shall accrue a late charge of 1 1/2% per month from date of invoice.
4. The rates in this Schedule of Charges are subject to change on December 31, 2024.
5. Minimum charge of \$95/day. Daily mileage exceeding 145 miles is charged at the current IRS rate per mile. Mileage rates are subject to change throughout the year.
6. Any international travel meal per diem will be at cost.
7. Expert testimony services, including but not limited to preparing for and time spent in depositions, arbitration or trial testimony, shall be charged at 3.0 times the individual's billing level. Other expert technical consulting services, including but not limited to research, review, evaluation, and preparation of expert technical opinions and deliverables, shall be charged at 2.0 times the individual's billing level.





PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 1 Date 24 January 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 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

Budget of NWCWD for "on call" Engineering Support Services **annually: hourly rate**, not to exceed (NTE) \$50,000

Scope of work described below: Perform the professional services that include but not be Limited to the Following:

- 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) Assist in reviewing NWCWD design criteria and standards for proposed developments projects. (Potable water distribution system document dated February 8, 2021)
- 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.

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

Stantec Billing Rate Table for 2024/2025 is attached.

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.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Stantec Consulting Services Inc.

Lisa Fardal, Project Manager

Print Name and Title

Signature

Lisa Fardal

Date Signed:

1/24/2024

NORTH WELD COUNTY WATER DISTRICT

Eric Reckentine

Print Name and Title

General Manager

Signature

Eric Reckentine

Date Signed:

SCHEDULE OF BILLING RATES – 2024 (USD)

Billing Level	Hourly Rate	Description
3	\$109	Junior Level Position <ul style="list-style-type: none"> <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years experience
4	\$123	
5	\$133	
6	\$138	Fully Qualified Professional Position <ul style="list-style-type: none"> <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years experience
7	\$146	
8	\$152	
9	\$163	First Level Supervisor or first complete Level of Specialization <ul style="list-style-type: none"> <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however, may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years experience
10	\$169	
11	\$181	
12	\$187	Highly Specialized Technical Professional or Supervisor of groups of professionals <ul style="list-style-type: none"> <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years experience with extensive, broad experience
13	\$196	
14	\$205	
15	\$231	Senior Level Consultant or Management <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years experience with extensive experience
16	\$263	
17	\$272	
18	\$278	Senior Level Management under review by Vice President or higher <ul style="list-style-type: none"> <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions that are far-reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years experience with extensive professional and management experience
19	\$287	
20	\$299	
21	\$311	

Expert Witness Services carry a 50% premium on labor. Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase

SMALL BUSINESS

SERVICE ORDER AGREEMENT

CUSTOMER INFORMATION	
Company Name:	North Weld County Water District
Address Line 1:	32825 CR 39
City, State, Zip:	Luecerne, CO 80646
Main Telephone:	970-356-3020
BILLING CONTACT INFORMATION	
Contact Name:	Ivan Perez & Bernie Frias
Telephone:	970-356-3020
Email:	ivanp@nwcwd.org bernief@nwcwd.org
Address Line 1:	P.O. Box 56
City, State, Zip:	Lucerne, CO 80646
ADDITIONAL AUTHORIZED USERS	
Name(s):	Eric Reckentine & Bernie Frias
Telephone:	970-356-3020
INTALLATION INFO	
Local Contact(s) Name & Number:	Bernie Frias 970-356-3020
Preferred Install Date:	
Notes for install:	Office hours are 7am – 5pm Monday - Friday
CHANNEL PARTNER INFO	
Order Date:	
Sales Agent:	

Please select ONE from the following options:

		Speed/Additional Services	Price	Selection
Month to Month Agreement	Business 25 Fixed Wireless	Up to 25 Mbps Down/4 Mbps Up Data Cap: Unlimited	\$84.30	
	Business 50 Fixed Wireless	Up to 50 Mbps Down/5 Mbps Up Data Cap: Unlimited	\$104.30	
	Business 100 Fixed Wireless	Up to 100 Mbps Down/15 Mbps Up Data Cap: Unlimited	\$124.30	X
	Mandatory	Equipment Fee (Radio)	\$11.99	X
	One Time	Professional Business Install	\$75.00	X
	Add One (Included, Optional)	Static IP (set up fee of \$25)	\$0.00	X
		VoIP Line	\$0.00	
		Device Support	\$0.00	
	\$10 SMB Add-On	Static IP (2 nd)	\$10.00	X
		Device Support	\$10.00	
	Other Add-On	Static IP (3+)	\$25.00	2
		VoIP 1 st /2 nd Line	\$31.95	
		VoIP 2 nd /3 rd Line	\$26.95	

All speeds subject to service availability in area

Notes: A total of 4 static IPs is needed

This Service Order Agreement ("SOA") is by and between Customer, as identified herein, and Skybeam, LLC d/b/a Rise Broadband ("Rise Broadband") for the service(s) identified herein ("Service" or "Services"). This SOA and the Services are bound by the: "BUSINESS GENERAL TERMS AND CONDITIONS"; "ACTIVEPHONE AND COREVOICE TRUNKS SERVICE AGREEMENT", if applicable; "ACCEPTABLE USE POLICY"; and "OPEN INTERNET STATEMENT" (collectively, the "Agreement") incorporated herein by reference and located at <http://risebroadband.com/legal/>, as they may be modified from time to time.

The Initial Term of this SOA shall begin on the date the Service(s) are first made available to Customer (the "Commencement Date") and shall continue for the service term indicated herein (the "Initial Term"). Unless otherwise terminated in accordance with the Agreement, upon completion of the Initial Term or any subsequent Renewal Term, this SOA shall automatically renew for an identical service term at the same MRC (each a "Renewal Term") unless either party provides the other with forty-five (45) days' notice before the end of the then current term of their intent to not renew this SOA. If the customer defaults or terminates service after the start date of service but before the completion of the agreed upon term, as expressed in the SOA, the customer agrees to pay an early termination fee of \$0.00 for each line of service to be terminated.

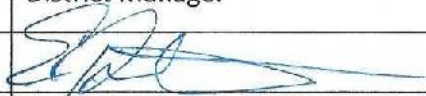
Customer will pay the Non-Recurring Charges ("NRC") and Monthly Recurring Charges ("MRC"), which amounts in all instances are exclusive of taxes, surcharges and fees to be imposed by Rise Broadband including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities either shown as Miscellaneous Charges or imposed by operation of law.

Customer authorizes Rise Broadband to acquire from third parties any credit information, Customer Proprietary Network Information ("CPNI"), or other information necessary for Rise Broadband to establish Customer's account and to provide and maintain the Service. Customer will furnish any such executed "letters of agency" to Rise Broadband or its designee as may be required in connection with the Service.

Serviceability Terms and Conditions

This SOA does not guarantee serviceability. Service requires an unobstructed line of sight from the service location to a network access point, verified by a Rise Broadband technician. Rise Broadband will not be held liable for any damages or loss in the event service is deemed unavailable. By signing this agreement you agree to these terms.

The undersigned represents that he/she is authorized to enter into this SOA on behalf of Customer. Customer must sign and deliver this SOA, without modification, to RISE BROADBAND within thirty (30) days of the "Date" (not the "Request Service Date") set forth at Page 1 hereof, or RISE BROADBAND may decline to provide the Service offered.

CUSTOMER AUTHORIZED PARTY		RISE BROADBAND AUTHORIZED PARTY	
Printed Name:	Eric Reckentine	Printed Name:	
Title:	District Manager	Title:	
Signature:		Signature:	
Date Signed:	02/07/2024	Date Signed:	

Jamie Cotter
Direct Dial: 303-839-3826
JCotter@spencerfane.com

January 7, 2024

VIA E-MAIL

Eric Reckentine
General Manager
The North Weld County Water District
ericr@nwcwd.org

Re: Conflict Consent

Dear Eric:

Lumen Technologies (formerly known as CenturyLink) has authorized us to disclose to the North Weld County Water District (the “District”) that it has asked us to represent it with respect to employment matters. This firm currently represents the District with respect to many matters, including a dispute with CenturyLink about its failure to locate one of its lines. We believe the factual and legal issues that are likely to arise in the work that Lumen has asked us to do are unrelated to the work we are doing or are likely to do for the District.

Under the applicable rules of professional conduct, which apply to all Colorado lawyers, my firm may not be adverse to a current client, even on an unrelated matter, without the informed consent of each affected client. This means that the firm must explain to both Lumen and the District the material risks of, and reasonably available alternatives to, our representing Lumen in the new matter, and that the firm cannot proceed with the representation unless you both consent.

In deciding whether to consent, the District should consider how our representation of Lumen as described above could or might affect the District. The proposed new matter and the existing matters in which we represent the District are wholly unrelated and will be handled by different lawyers in different practice areas within the firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the District’s interests will be adversely affected. Any privileged, sensitive, proprietary, or other confidential information of a nonpublic nature acquired by us as a result of our representation of the District will not be shared with our lawyers who may be involved in the proposed new matter. Similarly, without Lumen’s consent, we will not share with the District any such information regarding Lumen acquired by lawyers in our firm in the course of representing Lumen. An appropriate “screen” will be instituted by the firm to prevent the transmission of such information. Nevertheless, the District should bear in mind that if it consents, my firm will be representing Lumen adversely to the District in connection with the matter referenced above.

If the District does not consent to our representation of Lumen in the proposed new matter, Lumen will need to identify and engage other lawyers to represent it in that matter.

Although there is no requirement that it do so, the District may want to consult independent counsel before deciding whether to consent.

Eric Reckentine
January 7, 2024
Page 2

Please review this matter carefully. If the District has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. If the District is willing to consent after appropriate review, please sign the enclosed copy of this letter in the space provided and return it to me.

Best wishes,

Spencer Fane LLP

Jamie Cotter

The North Weld County Water District understands the risks and alternatives described above and consents to the representation set forth above.

By: Eric Reckentine General Manager
North Weld County Water District

Date: _____

WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND
EAST LARIMER COUNTY WATER DISTRICT AND
NORTH WELD COUNTY WATER DISTRICT
AGREEMENT FOR NEWT 3 PIPELINE CROSSING OF THE COBB LAKE OUTLET
DITCH

RECITALS

The parties to this Agreement are the WRCC, INC, a Colorado nonprofit mutual Ditch Company which has an address of 106 Elm Avenue, Eaton, CO 80615, (“WRCC, INC.”), LARIMER & WELD IRRIGATION COMPANY, a Colorado non-profit corporation (“LWIC”) which has an address of 106 Elm Avenue, Eaton, CO 80615 and EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 232 South Link Lane, Fort Collins, Colorado 80524, (“ELCO”) and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (“NWCWD”). WRCC, INC. and LWIC are jointly referred to as the “Ditch Companies”. ELCO and the NWCWD are jointly referred to as “Districts.” Ditch Companies and Districts are jointly referred to as the “Parties.”

A. WRCC, INC. owns and operates that certain irrigation ditch known as the Cobb Lake Outlet Ditch (the “Cobb Lake Return Ditch” or the "**Ditch**"), which is part of a primarily unlined irrigation system in which water stored in Cobb Lake Reservoir is delivered in a southerly direction from the outlet works at the Cobb Lake Reservoir in Section 23, T. 8N., R. 68 W. and running therefrom through Sections 22, 27, and 34 T. 8N., R. 68 W. and Section 3, T. 7N., R 68 W and terminating at its outfall into the Larimer and Weld Canal in Section 3, T. 7N., R. 68 W for delivery for subsequent beneficial use in Larimer and Weld Counties, Colorado; B. LWIC owns and operates that certain irrigation and ditch system known as the Larimer and Weld Canal (the “Canal”) in Larimer and Weld Counties, Colorado, which has existed since the early 1860’s, is predominantly unlined, and which delivers water year-round; and

C. Ditch Companies have a valid and existing deeded, prescriptive and/or statutory easement for the Ditch and Canal, including areas adjacent to the Ditch and Canal, by virtue of historic use (the “**Ditch Easement**”) but may not have fee ownership of the land underlying the proposed Pipeline.

D. Districts desire an agreement to cross the Ditch and to construct, install, maintain, alter, repair, replace, operate, inspect, survey and remove if necessary a water pipeline up to forty-two (42”) inches in diameter, along with associated appurtenances, known as the NEWT 3 pipeline (the “**Pipeline**”) under the Ditch on the property identified on **Exhibit A**, attached hereto and incorporated herein by reference in Larimer County, Colorado (the “**Property**”), and in accordance with the drawings/plans that depict that portion of the NEWT 3 project (the "**Project**") where the

Pipeline will cross the Ditch, which plans are attached as **Exhibit B**, and made a part hereof by this reference (the “**Plans**”).

E. Districts understand and assume the inherent risk of damage that may be caused to the Pipeline being placed under the Ditch due to seepage, soil conditions, settling, corrosion, and/or Ditch Companies’ operation and maintenance of the Ditch.

F. Districts have provided construction drawings and/or other documentation to Ditch Companies for Ditch Companies’ staff, its engineers and/or its attorneys to review.

G. Having had the opportunity to review the above-mentioned documentation, Ditch Companies are willing to permit the Districts to cross the Ditch and Ditch Easement subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for valuable consideration, the adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. The above Recitals are accurate and are incorporated herein by reference.

2. **DITCH COMPANIES’ EASEMENT.** For purposes of this Agreement, the Districts agree that the Ditch Easement extends to the width of the Ditch and Canal, including banks, beds, and appurtenant structures, and sufficient lands on each side of the Ditch and Canal as are reasonably necessary under the circumstances for all reasonable and necessary purposes related to the Ditch and Canal, including the right to maintain, repair, operate, clean, replace and reasonably enjoy the use and purpose of the Ditch Easement, including the right to improve the efficiency of the Ditch and Canal, and the right to access the Ditch and Canal and its banks and enter onto the burdened property for all such purposes, and includes those rights set forth in C.R.S. §37-86-102 and C.R.S. §37-86-103.

3. All rights granted to the Districts herein are subordinate to the Ditch Companies’ Easement and may not unreasonably interfere with the rights of the Ditch Companies’ Easement, including by restricting water flow or quality or damaging the Ditch or Canal, embankments, fences., roads, or other property associated with the Ditch or Ditch Easements, provided that the exercise of a right provided in this Agreement shall not be deemed to be an unreasonable interference. Any increased maintenance costs reasonably incurred by the Ditch Companies due to the rights granted herein shall be submitted to the Districts and promptly reimbursed to the Ditch Companies.

4. It is understood that this Agreement shall grant to Districts only such rights of the Ditch Companies as specifically stated herein or as otherwise agreed upon in writing by the Parties. Specifically, this Agreement provides the Ditch Companies' consent for the Districts to install a single (one) Pipeline, together with cathodic protection test stations, under the Ditch at the specific locations and in the manner designated and referred to on **Exhibit B**, to be used for transporting treated water only, and the Pipeline is not to be used for any other purpose or to transport any other substance, without the express written consent of Ditch Companies. Any additional pipelines

proposed by the Districts or other crossings of the Ditch or other ditches delivering water to the Larimer and Weld Canal will be subject to the Ditch Companies' sole discretion and subject to future agreement.

5. In addition to this instrument, Districts have obtained by the Rule and Order attached as **Exhibit C** an appropriate easement to construct, install, lay, maintain, repair, replace, operate, inspect, survey, and remove the Pipeline, including all underground improvements and appurtenances thereto, under the Ditch (the "Districts-Landowner Easement") at the specific locations and in the manner designated and referred to on **Exhibit B**. Such Districts-Landowner Easement shall be subject to the Ditch Easement. Should plans for the Pipeline change in any material manner from those described in **Exhibit B**, new drawings and plans must be provided to the Ditch Companies for their approval prior to the commencement of the construction of the Pipeline.

6. Ditch Companies further consent to Districts and their successors and assigns ingress and egress over and across the Ditch Easement egress as is reasonable and necessary for the exercise of Districts' rights granted in this Agreement, so long as such right can be exercised without materially impacting the rights of the Ditch Companies.

7. Districts shall mark the location of the Districts-Landowner Easement and/ or the Pipeline with suitable markers set in or on the ground, which Districts agree to do prior to completing the Project, provided that said markers shall be placed in locations which will not interfere with any reasonable use by Ditch Companies of the Ditch or Canal. The Ditch Companies may drive over the location of the Pipeline to access the Ditch and Canal as necessary to perform their statutory responsibilities described in Paragraph 2 above.

8. The rights granted under this Agreement to Districts shall be perpetual unless Districts abandon the Pipeline for a period of ten (10) consecutive years after which time the rights shall be deemed abandoned and terminated.

9. The scope of this Agreement and the extent of the rights granted hereby are limited to the extent reasonably necessary to complete the Project and to maintain, repair, replace, operate, inspect, survey, and remove the Pipeline. If the Project is altered or if the Pipeline must be moved, altered or enlarged at any time, or otherwise the construction of the Project is not as described in **Exhibit B**, prior notice of the same must be given to Ditch Companies, and the Ditch Companies may require appropriate terms and conditions necessary to protect the Ditch and Canal. All parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Companies intended to mitigate risks to the Ditch or Canal.

10. Districts agree that the top of Pipeline shall be installed at least four (4) feet below the bottom of the Ditch. The Ditch may be "open cut" to install the Pipeline, provided that the banks of the Ditch are promptly restored to at least their pre-cutting condition; and provided further, that should the Ditch banks not be so restored, Districts assume the liability as described

in this Agreement for damage to the Ditch and any inability of Ditch Companies to deliver water through the Ditch attributed to the banks of the Ditch not being restored following the open cut. In addition, Districts agree to perform the following reclamation work: (a) installation of a two (2) foot thick clay liner to the Ditch or Canal bank surfaces on all areas within the Ditch or Canal banks that are disturbed during construction; and (b) installation of a cutoff wall as shown in **Exhibit B**, attached hereto and made a part of this Agreement. All reclamation work described in this paragraph shall be completed so as to match the existing grade of the Ditch.

11. Districts agree not to commence construction and installation of the Pipeline before February 1, 2024. Districts agree not to commence any construction for the installation of the Pipeline within the Districts-Landowner Easement without first having coordinated a specific start date with Ditch Companies, which request shall be directed to Ditch Companies' General Manager at the contact information below.

Larimer & Weld Irrigation Company:
106 Elm Avenue, Eaton, CO 80615
Attention: General Manager
info@eatonditch.com
970-454-3377

Ditch Companies will then notify their employees and/or engineers to contact Districts to coordinate the work. The Project shall be completed on or before April 1, 2024. If, during the course of construction of the Pipeline Crossing, Districts encounter unforeseen problems or issues, or if Districts change the plans from those set forth on **Exhibit B** in any material manner, Districts agree to give prior notice of the same to Ditch Companies, and the Ditch Companies may require appropriate terms and conditions necessary to protect the Ditch or Canal. All parties agree to work in good faith to incorporate reasonable additional measures requested by the Ditch Companies intended to mitigate risks to the Ditch or Canal. Districts also agree to notify the Ditch Companies' General Manager when the project has been completed. Ditch Companies reserve the right to have their employees and/or engineers on the premises as they feel necessary to inspect the work. Should Ditch Companies elect to have their engineers on the premises during the construction of the Pipeline Crossing, then Districts shall reimburse Ditch Companies for the costs associated with Ditch Companies having one (1) engineer onsite, to be paid in accordance with paragraph 23 of this Agreement.

12. Districts also agree not to commence any work, except for emergencies, related to maintenance, repair, replacement, and/or removal of the Pipeline or inspection activities requiring disturbance of the soil, other than disturbance caused from the use of hand tools, within 30-ft of the top of either Ditch bank, Canal bank, or any other part of the Ditch or Canal without first having given Ditch Companies written notice at least (10) days prior to the commencement of such work and having obtained the consent and approval from Ditch Companies, which approval will not be unreasonably withheld. Approval may be withheld if the necessary drawings, specifications and/or any other necessary documentation requested by Ditch Companies are either not submitted by Districts or are deemed insufficient by Ditch Companies to either evaluate the work to be undertaken or to adequately protect the Ditch or Canal and the Ditch Easement. Ditch Companies reserve the right to have their engineers review any such drawings, specifications or other documentation. In the event Ditch Companies' engineer and Districts' engineer disagree, the Parties will agree to attempt to work as cooperatively as possible toward a resolution. If a

resolution cannot be reached, the requirements of Ditch Companies' engineer shall prevail. Once Districts receive approval to commence the work to be undertaken, Ditch Companies further reserve the right to have their employees and/or engineers on the premises as they feel necessary to inspect the work. Districts shall not commence any of the above-listed activities in this Section 12 (except for emergencies) when Ditch Companies are running water in the Ditch. The Ditch Companies typically run water in the Ditch from March 1 through October 31 but this timeframe could vary in any particular year.

13. Districts agree that in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline, whether in an emergency or not, it shall do so in such a manner as not to damage the Ditch, Canal, or Ditch Easement, embankments, fences, roads or other property associated with the Ditch or Canal, and so as not to compromise the flow of water or the water quality in the Ditch or Canal. The exercise of Ditch Companies' right to have their employees and/or engineers on the premises for the purpose of inspecting any work related to the constructing, laying, installing, maintaining, repairing, replacing, inspecting, surveying, and/or removing the Pipeline, shall in no way be construed as to alleviate Districts of their responsibility to perform any such work in accordance with this section, nor shall it be construed to alleviate Districts of the liabilities associated with not complying with this or any other section of this Agreement. Districts shall ensure that their activities in completing the Project do not increase ditch seepage or otherwise impair flow of water in the Ditch or Canal. Without limiting the damages or remedies available under other provisions of this Agreement to Ditch Companies or the liability of Districts under this Agreement, if seepage occurs or flow of water in the Ditch or Canal is otherwise impaired due to Districts' activities hereunder, Districts shall make such repairs as are necessary to stop it, including, without limitation, installation of bentonite slurry lining material. Districts agree that they will not prevent, impede or restrict Ditch Companies' vehicular access to the Ditch or Canal. If the installation, maintenance, repair or operation of the Pipeline interrupts Ditch Companies' ability to deliver water, Districts shall, at Districts' sole expense and in coordination with Ditch Companies, take commercially reasonable actions to resume flow of water in the Ditch or Canal as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline and obtaining replacement water to be delivered below the point where the Pipeline crosses the Ditch commensurate with the demands for water below that point. In addition to taking such remedial actions, Districts acknowledge and agree to take all steps necessary to promptly repair the Ditch or Canal. To the extent Districts fail to take such remedial actions and steps to repair the Ditch or Canal in a prompt manner, Ditch Companies may take such actions as necessary to complete the same, and invoice Districts for all costs associated with doing so. Further, Districts acknowledge and agree to taking remedial action and repairing the Ditch or Canal or reimbursing Ditch Companies if Districts should fail to do so. Ditch Companies may incur additional damages as a result of its inability to deliver water, and Districts shall be responsible for all such additional damages.

14. Any and all excavations made by Districts in constructing, laying, installing, maintaining, repairing, replacing, operating, inspecting, surveying, and/or removing the Pipeline shall be immediately leveled off, and any damage to the Ditch or Canal, the Ditch Easement, embankments, fences, roads or other property associated with the Ditch or Canal (excluding the damage caused by the intentional wrongdoing or negligence of Ditch Companies) shall be promptly repaired to the reasonable satisfaction of Ditch Companies at the expense of Districts.

15. Districts agree that they will at all times maintain the Pipeline and repair all breaks, leaks and damages therein and thereto at their own expense. Districts further agree that, if by reason of any break, leak or damage to the Pipeline (excluding breaks, leaks or damage caused by the intentional wrongdoing or negligence of Ditch Companies), damage in and to the Ditch or Canal, the Ditch Easement, and injury to the properties of Ditch Companies and/or property owners adjacent to the Ditch or Canal and its embankments is sustained, including damages sustained by Ditch Companies' stockholders or water users, then Districts will, with all due diligence and at their own expense, repair and replace such property to the same condition as such property was in prior to such break, leak or damage in and to the Pipeline. If the installation, maintenance, repair or operation of the Pipeline contaminates Ditch Companies' water supply such that it is no longer fit for the purposes used, Districts shall, at Districts' sole expense and in coordination with Ditch Companies, take all actions necessary to resume flow of water of sufficient quality in the Ditch or Canal as soon as possible. Without limitation, such actions may include installation of a bypass channel or culvert of sufficient capacity to deliver water past the location of the Pipeline crossing the Ditch and obtaining replacement water to be delivered below such location commensurate with the demands for water below that point. In addition to taking such remedial actions, Districts acknowledge and agree to take all steps necessary to promptly repair the Ditch or Canal. To the extent Districts fail to take such remedial actions and steps to repair the Ditch or Canal, Ditch Companies may take such actions as necessary to complete the same, and invoice Districts for all costs associated with doing so. Further, Districts acknowledge and agree that notwithstanding the taking of such remedial action and repairing the Ditch or Canal or reimbursing Ditch Companies if Districts should fail to do so, Ditch Companies may incur additional damages as a result of its inability to deliver water, and Districts shall be responsible for all such additional damages.

16. Districts further agree that, if at any time the Pipeline cause(s) any settling in the Ditch or Canal embankments, the roads thereon, or any part of the Ditch or Canal (excluding any settling caused by the intentional wrongdoing or negligence of Ditch Companies), Districts will, at their own expense and upon notification by Ditch Companies, immediately make all reasonable repairs required by Ditch Companies.

17. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, Districts further agree to indemnify and hold harmless Ditch Companies, their successors, assigns, employees, agents and stockholders (collectively the "Indemnified Parties") from any and all third party claims and damages caused by said Project and the construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal of the Pipeline, including but not limited to damages sustained to water users with a right to receive water from Ditch Companies through the Ditch or Canal, but excluding damage or loss caused by the intentional wrongdoing or negligence of Ditch Companies or that of any of the Indemnified Parties. The Districts shall require their contractors to purchase and maintain and, to the extent permitted by the Colorado Special District Property and Liability Pool, Districts shall purchase and maintain such insurance as shall protect Districts and Ditch Companies from claims which may in any way arise out of or be in any manner connected with Districts' performance of this Agreement, whether such claims arise out of the act or failure to act of Districts or of the direct or indirect agent, delegee, appointee, or employee of Districts. Districts shall also require its contractors to carry insurance in an amount customarily carried by prudent contractors, and to carry workers' compensation insurance for its employees in statutory limits. All such insurance policies shall be endorsed to

show that the insurers waive subrogation against Ditch Companies, its directors, officers, employees and shareholders. Except for workers' compensation, automobile and professional liability insurance policies, the insurance policies of Districts' contractor shall identify Ditch Companies as an additional insured and, to the extent permitted by the Colorado Special District Property and Liability Pool, the liability insurance policy of Districts shall identify Ditch Companies as an additional insured. Certificates of Insurances acceptable to Ditch Companies shall be submitted to Ditch Companies no less than three (3) business days before Districts commence any construction of the Project on the Property. The liability of the Districts is not limited to available insurance coverage.

18. If, in the future, Ditch Companies should desire to enlarge, deepen or otherwise change or relocate the Ditch or Canal or to construct any other canal, ditch or waterway on the Ditch or Canal or to do any other thing incident to the operation of the Ditch or any other portion of the irrigation system of Ditch Companies, so long as no emergency exists, Ditch Companies shall communicate the same to Districts at least one hundred and fifty (150) days prior to carrying out the aforementioned changes. All parties hereto reserve their rights in law and equity as to the Ditch Companies ability to make the above changes to the Ditch or Canal, which entities shall pay the cost of such change, whether the Districts may exercise rights of eminent domain or other rights to maintain their Pipeline at its then existing location, and/or whether modifications to easement rights are allowable.

19. To the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, Districts agrees to protect Ditch Companies and hold them harmless from any and all third-party claims and damages caused, directly or indirectly by the Pipeline and its construction, laying, installation, maintenance, repair, replacement, operation, inspection, survey, and/or removal may directly or indirectly cause. Districts hereby release Ditch Companies, their successors, assigns, employees, agents and stockholders from any and all claims and damages of whatsoever character to the Pipeline or other property of Districts located in, along, across, or under the Ditch or Canal arising out of either seepage, soil conditions, settling, corrosion, and/or Ditch Companies' operation and maintenance of the Ditch or other portions of Ditch Companies' irrigation system, or resulting from any other act either on the part of Ditch Companies or on the part of any third party, excluding claims or damages caused by the intentional wrongdoing or negligence of Ditch Companies.

20. In the event of a dispute or a breach arising under this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs, in addition to any damages and/or equitable relief granted.

21. Districts agree to pay the Ditch Companies a non-refundable crossing fee of \$10,000.00 upon the execution of this Agreement. In addition, Districts agrees to reimburse the Ditch Companies for all reasonable engineering, administrative, staff time and legal costs incurred by the Ditch Companies in preparing and executing this Agreement. The Ditch Companies shall send the Districts their invoices for the above-described costs which have at that point been incurred within 60 days of executing of this Agreement. The Districts shall promptly pay such invoices within 30 days of receipt.

22. Districts further agree that they shall reimburse Ditch Companies the reasonable costs they incur in association with any subsequent reviews for approval of work related to installation, maintenance, repair, replacement, inspection, and/or removal of the Pipeline. These

costs may include, but are not limited to, Ditch Companies' engineering costs for review and any on-site inspection of work, Ditch Companies' administrative costs and any of its staff's on-site inspection of work, and legal fees associated with such review. These costs and fees shall be accounted for on a regular basis, or as soon as possible at the completion of the initial Project review, any subsequent review, and any on-site inspection time, and shall be reimbursable within thirty (30) days of submission of an invoice.

23. Notices: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by email with a delivery receipt requested or certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed to have been given when the email is sent or been deposited in the U.S. mail.

DITCH COMPANIES:

Larimer and Weld Irrigation Company and WRCC, INC.

Attn: General Manager

106 Elm Avenue

Eaton, CO 80615

970-454-3377

info@eatonditch.com

ELCO:

East Larimer County Water District

Attn: General Manager

P.O. Box 2044

Fort Collins, Colorado 80522

(970) 493-2044

elco@elcowater.org

NWCWD

North Weld County Water District

Attn: General Manager

P.O. Box 56

Lucerne, Colorado 80646

water@nwcwd.org

24. It is mutually understood and agreed that this Agreement and all the terms and conditions contained herein shall extend to and be binding upon the parties hereto, their successors and assigns, and shall be recorded in the office of the Larimer County Clerk and Recorder.

25. This Agreement may not be assigned by either party without the prior written consent of the other party. The rights and duties of the parties under this Agreement shall inure to the benefit and burden of the successors and assigns of the parties.

26. Venue for any litigation or arbitration arising under this Agreement shall be exclusively proper in Larimer County, Colorado. This Agreement shall be construed and enforced pursuant to the provisions of the laws of the State of Colorado.

[SIGNATURES ON FOLLOWING PAGES]

Remainder of Page Intentionally Left Blank

**EAST LARIMER COUNTY WATER
DISTRICT, a quasi-municipal
corporation and political subdivision of
the State of Colorado**

By: _____

Loren Maxey, President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Loren Maxey, President of the East Larimer County Water District, a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

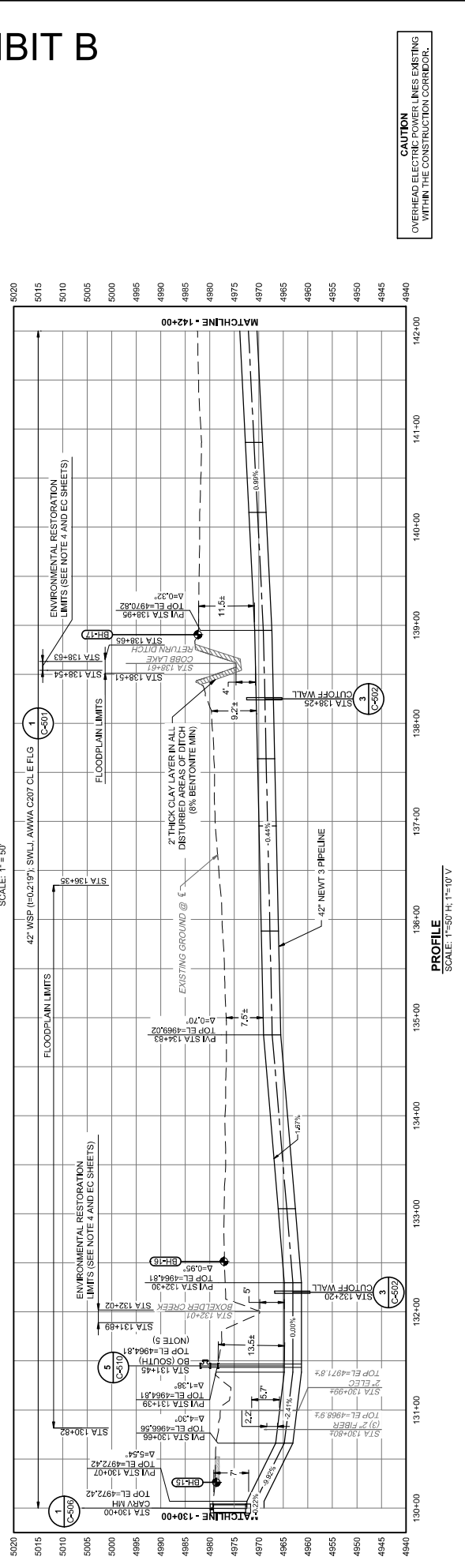
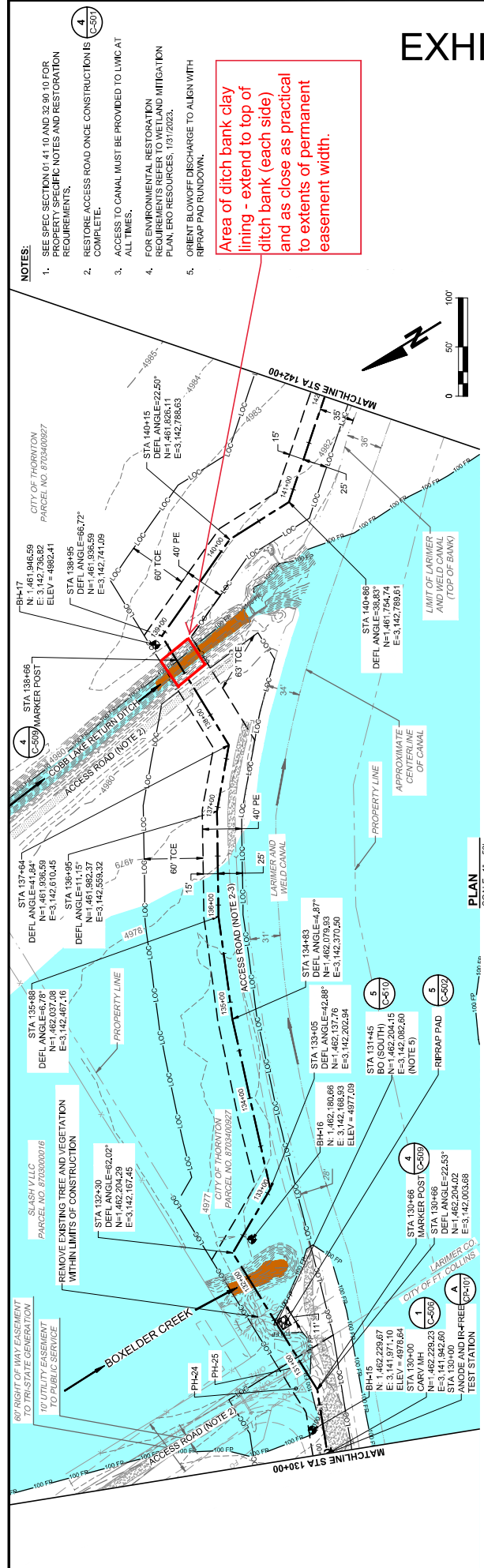
EXHIBIT "A" TO WRCC, INC., LARIMER & WELD IRRIGATION COMPANY AND EAST LARIMER COUNTY WATER DISTRICT AND NORTH WELD COUNTY WATER DISTRICT AGREEMENT FOR NEW T 3 PIPELINE CROSSING OF THE COBB LAKE OUTLET DITCH

Legal Description of the Property

A TRACT OF LAND SITUATE IN THE SE 1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 3 AS BEARING DUE WEST AND ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
BEGINNING AT A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 3 WHICH BEARS N 00° 25' 30" W, 399.11 FEET FROM THE SE CORNER OF SAID SECTION 3; THENCE N 90° 00' 00" W, 1454.66 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE LARIMER AND WELD CANAL; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 5 COURSES: 1) N 34° 05' W, 213.41 FEET; 2) THENCE N 39° 42' W, 586.56 FEET; 3) THENCE N 44° 42' W, 320.00 FEET; 4) THENCE N 59° 45' W, 124.26 FEET; 5) THENCE N 70° 59' W, 373.74 FEET, MORE OR LESS, TO THE WEST LINE OF THE SE 1/4 OF SAID SECTION 3; THENCE ALONG SAID WEST LINE N 00° 17' 40" W, 178.23 FEET; THENCE N 89° 49' E, 2377.61 FEET; THENCE S 00° 25' 30" E, 350.00 FEET; THENCE N 89° 49' E, 248.92 FEET, MORE OR LESS, TO THE EAST LINE OF THE SE 1/4 OF SAID SECTION 3; THENCE ALONG SAID EAST LINE S 00° 25' 30" E, 876.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B



PROVIDENCE INFRASTRUCTURE CONSULTANTS
500 W. 10TH AVENUE, SUITE 300
DENVER, CO 80202
(303) 897-5258
www.providenceinc.com

REVISION

NO.	DESCRIPTION OF ISSUE/REVISION	REVISION BY	DATE

FINAL FOR CONSTRUCTION
JUNE 28, 2023

NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 130+00 TO STA 142+00

PROJECT: 17704613
DRAWN BY: LMARTINEZ
CHECKED BY: W. DALGHYRA
APPROVED BY: D. RICE
SHEET: 15 OF 109
DRAWING: PP-111

EXHIBIT C

<p>DISTRICT COURT, LARIMER COUNTY, COLORADO Court Address: 201 LaPorte Avenue, Suite 100 Fort Collins, Colorado 80521 Phone Number: (970) 494-3500</p>	<p>DATE FILED: October 13, 2023 10:18 AM CASE NUMBER: 2023CV30606</p>
<p>Petitioners: EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado; and NORTH WELD COUNTY WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado</p> <p>v.</p> <p>Respondents: THE CITY OF THORNTON, a home-rule municipality; TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative association; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO</p>	<p>▲ COURT USE ONLY ▲</p> <p>Case Number: 23CV30606 Division: 4A</p>
<p>RULE AND ORDER</p>	

THIS MATTER came before the Court on the Stipulated Motion to Amend Petition and for Entry of Rule and Order (the “Motion”) submitted by the Petitioners, East Larimer County Water District and North Weld County Water District (jointly, “Petitioners”). The City of Thornton (“Owner”) and Respondent Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association (“Tri-State”) stipulated to the Motion. The Court, having read the Motion, reviewed the file, and being fully advised, hereby FINDS that:

1. The Motion requests that the Petition in Condemnation (the “Petition”) filed in this action be amended so that the description of the purpose and terms of the Permanent Easement in

¶13 of the Petition and the Owner’s retained rights to use the Permanent Easement Area in ¶14 of the Petition conform to those described in the Deed of Permanent Easement (Water Pipeline) (“PE Agreement”) attached as Exhibit A to the Motion. The Motion also requests that the Petition be amended so that the terms of the Temporary Easements described in ¶15 of the Petition conform to those stated in the Temporary Construction and Access Easement Agreement (“TCE Agreement”) attached as Exhibit B to the Motion. The Respondents stipulated to this request, and the Court, therefore, grants the request. All references to the Petition in this Rule and Order hereinafter refer to the Petition as so amended. Copies of the fully executed PE Agreement and the TCE Agreement are attached to this Rule and Order as **Exhibits A and B**, respectively.

2. This is an eminent domain proceeding commenced by Petitioners by the filing of the Petition on July 31, 2023. Petitioners seek to acquire a permanent easement in, on, under, over and across the lands (the “Permanent Easement Area”) that are described and depicted on Exhibit 2 to the Petition and a temporary construction easement in, on, under and over the lands (the “Temporary Easement Areas”) that are described and depicted on Exhibit 3 to the Petition, copies of which Exhibits are attached hereto as **Exhibits C and D**, respectively. The Permanent Easement Area and the Temporary Easement Areas (jointly, the “Easement Areas”) are located on property that Owner owns (the “Property”) within the SE 1/4 of Section 3, Township 7 North, Range 68 West of the 6th P.M., and is more particularly described on **Exhibit E**.

3. Petitioners have agreed with Owner and Tri-State that the compensation paid by the Districts under the PE Agreement and TCE Agreement represents the total just compensation, costs and fees to be paid to the Respondents in this condemnation proceeding, including, without limitation, for the value of the permanent and temporary easements, all costs (including appraisal

fees), interest and any attorney fees that Respondents claim or could claim in this action and that no further compensation is required. Owner has acknowledged receipt of the payment of the compensation.

4. Petitioners are acquiring the permanent easement (the “Permanent Easement”) described in the Petition, as amended, and the temporary easements (the “Temporary Easements”) described in the Petition, as amended (jointly, the “Easements”) for and in furtherance of the public use and purpose of the construction, operation and maintenance of a water pipeline known as NEWT III (the “Project”).

5. The acquisition of the Permanent Easement is for the purposes and uses set forth in Exhibit A attached hereto.

6. The acquisition of the Temporary Easements is for the purposes and uses set forth in Exhibit B attached hereto.

7. Petitioners and Tri-State have entered into a stipulation, which was made an order of the Court on September 28, 2023 (“Order”). Pursuant to the stipulation, Petitioners’ acquisition of the Easements is subject to Tri-State’s Facilities and the Tri-State Easements (as defined in the Tri-State Stipulation) and the terms and conditions of the Stipulation Regarding Tri-State Generation and Transmission Association, Inc.’s Interests and Facilities (the “Tri-State Stipulation”). The Order and the Tri-State Stipulation are attached hereto as **Exhibits F and G**, respectively, and incorporated herein by this reference.

8. Respondent Irene Josey in her official capacity as the County Treasurer of Larimer County, Colorado has filed a disclaimer of interest.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Permanent Easement described in Exhibit C attached hereto, subject to the terms and conditions set forth in Exhibit A attached hereto, has been duly and lawfully acquired, taken and condemned by Petitioners pursuant to the Constitution and statutes of the State of Colorado.

2. The Temporary Easements described in Exhibit D attached hereto, subject to the terms and conditions set forth in Exhibit B attached hereto, have been duly and lawfully acquired, taken and condemned by Petitioners pursuant to the Constitution and statutes of the State of Colorado.

3. A copy of this Rule and Order may be recorded and indexed in the office of the Larimer County Clerk and Recorder, in like manner and with like effect as if it were a deed of conveyance granting and conveying the Permanent Easement and Temporary Easements to Petitioners, subject to the terms and conditions described above.

4. The recording of this Rule and Order will release the Lis Pendens recorded on August 7, 2023 at Reception No. 20230033761 of the Larimer County, Colorado records.

5. If any exhibits referenced in this Rule and Order are not attached hereto, Petitioners are granted leave to attach true and correct copies of such Exhibits in the form submitted with the proposed Rule and Order, prior to the recording of this Rule and Order.

Dated this 13 day of October, 2023.

BY THE COURT:



District Court Judge

Exhibit A
to
Rule and Order

DEED OF PERMANENT EASEMENT
(Water Pipeline)

This Permanent Water Pipeline Easement is made this 26 day of September, 2023, by and between CITY OF THORNTON, A COLORADO HOME RULE MUNICIPALITY, whose address is 9500 Civic Center Drive, Thornton, CO 80229 ("GRANTOR"), and the EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado, whose address is 232 South Link Lane, Fort Collins, Colorado 80524 and the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado, which has an address of 33247 Highway 85, Lucerne, Colorado, 80646 (jointly, "GRANTEE").

WITNESSETH

GRANTOR, for and in consideration of the sum of Ten and no/100 dollars (\$10.00) and other good and valuable consideration paid by the GRANTEE to the GRANTOR, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm to the GRANTEE, its successors and assigns forever, a Permanent Water Pipeline Easement ("Permanent Easement" or "Easement") on, under, and across the real property legally described and depicted on Exhibit A ("Easement Area") attached hereto and incorporated herein by this reference, located in Larimer County, Colorado.

1. The Easement granted is for the purposes of:
 - a. Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing, and replacing one (1) or more buried water pipelines, in whole or in part, and all necessary subsurface and surface appurtenances for the transportation of water and the operation and control of water facilities. Any additional water pipelines to be installed in the Easement after the date of this Agreement shall be limited to only those necessary for Grantee's operations and owned/operated by Grantee, and shall not include any structures owned or operated by third parties, unless otherwise approved by Thornton.
 - b. Marking the location of the Permanent Easement and pipeline or pipelines thereunder by suitable markers set and maintained in or on the ground at locations which shall not interfere with such reasonable use as GRANTOR shall make of the property under the terms of this Permanent Easement;
 - c. Cutting and clearing trees, brush, debris and other obstructions on the Permanent Easement that might interfere with the operation and maintenance of GRANTEE's activities and facilities within the Permanent Easement; and
 - d. Providing GRANTEE access to the Easement including the right to install access roads

within the Easement Area. GRANTEE shall also have the right cross GRANTOR'S property outside the Easement Area subject to the following conditions: (i) Access shall be on existing roads and is subject to reasonable notice in a form acceptable to GRANTOR by GRANTEE and consent by GRANTOR for the same, which consent shall not be unreasonably withheld; (ii) Access for emergency purposes shall not require prior notice except GRANTEE shall notify GRANTOR of such emergency access as soon as practicable; (iii) Access shall only be during the time the GRANTOR'S property outside the Easement Area is used for agricultural purposes, and in the sole discretion of GRANTOR such access shall not interfere with GRANTOR'S use of the such property. Subject to the above restrictions, GRANTEE shall also have the right to install access roads outside the Easement Area if determined necessary by GRANTEE, upon notice to and consent by GRANTOR, however, GRANTEE shall be fully responsible for any costs resulting from construction and maintenance/repair of any such additional roads installed by GRANTEE.

2. The GRANTEE shall:

- a. Bury all pipe and insofar as practicable, bury communication and control cables to a minimum of 48-inches below the existing grade as measured from the top of the pipeline;
- b. Restore the surface of the ground, including landscaping, fences, or other improvements existing on the Property at the time this Permanent Easement commences to a condition comparable to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
- c. Restore existing fences, drain tile, irrigation systems, private roads and other improvements to a condition comparable to its condition existing prior to GRANTEE's activities within the Permanent Easement;
- d. Restore or replace improvements reserved to the GRANTOR herein and made by the GRANTOR within the Easement, should those improvements be disturbed by the GRANTEE or GRANTEE's water pipeline,; and
- e. Obtain any permits, approvals and consents and meet any other legal obligations or requirements including those imposed by any governmental authority prior to construction. GRANTOR shall not object to or otherwise interfere with any application for any such permits, approvals and consents.

3. The GRANTOR, its tenants and/or agents reserve the right to use and occupy the Easement Area for any purpose consistent with the rights and privileges granted herein which will not unreasonably interfere with or endanger any of the GRANTEE's facilities on or under the Easement or GRANTEE's use thereof, provided that in no event, without the prior written consent of the GRANTEE, which shall not be unreasonably withheld, shall GRANTOR:

- a. Construct or allow the construction of any buildings or other structures on or within the Easement;
- b. Impound water or other substance in, on or over the Permanent Easement;
- c. Plant trees, shrubs or other landscaping of any type that will exceed three (3) feet in height at mature growth within the Permanent Easement, with the exception of hay, pasture or annual crops planted for agricultural purposes;
- d. Take action that would impair or in any way decrease or increase the ground level, or the lateral or subjacent support for GRANTEE's improvements, without obtaining the prior specific written permission of GRANTEE;
- e. Store or allow the storage of any equipment, materials, or any other items on or across the Permanent Easement that materially interferes with GRANTEE's use of the Permanent Easement or ability to access their infrastructure within the Permanent Easement for the purposes described in this Agreement;
- f. Store or dispose of any dangerous, toxic, or hazardous substance on or under the Easement;
- g. Install, alter, or replace any fence on the Easement, except at near right angles to the water pipeline. GRANTEE shall have the right to install gates in any fence(s) that cross the Easement;
- h. Grant subsurface or surface easements within the Permanent Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines other than for the use of subsurface utilities that cross the Easement Area at near right angles with a minimum two (2) feet of clearance between said utilities and the outside diameter of the water pipeline and in conformance with applicable industry standards. Utilities include, but are not limited to, water (potable, stormwater, and wastewater), gas, electric, and telecommunications (including fiber optic lines);
- i. Grant subsurface or surface easements within the Easement Area to other utilities, cable service providers or any other entity for utilities and/or lines running parallel to GRANTEE's water pipeline(s);
- j. Install retaining walls within or across the Easement Area;
- k. Install paved, concreted or gravel surfaces areas such as roads, parking areas, recreation areas, trails or bike paths;
- l. Install or allow temporary covers or enclosures not requiring the construction of foundations or not to be used for long term storage;

4. **Abandonment:** In case GRANTEE shall permanently abandon the Easement herein granted, and cease to use the same, all right, title and interest hereunder of GRANTEE shall revert to the then owner of the Property. Should GRANTEE permanently abandon the Easement, GRANTEE shall fill the pipeline with a suitable material and remove all surface improvements and restore the Property to its original condition as of the execution of this Agreement in a reasonably practicable time and manner. Abandonment shall be evidenced by non-use of ten (10) years or more.

5. **Governing Law; Enforcement:** This Agreement is subject to and is governed by the laws of the State of Colorado. Enforcement of this Agreement may be by legal proceedings against any party violating any restriction, covenant, condition or agreement herein contained, either to restrain or enjoin such violation, obtain specific performance, or recover damages.

6. **No Rights to the Public:** This Agreement is not intended to, nor will it create any rights in the public to the Easement Area.

7. **No Waiver:** Failure of any party to exercise any of its rights hereunder shall not constitute a waiver or abandonment thereof. The waiver by any party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provision hereof.

8. **No Representations:** The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.

9. **Authority of Signatories:** The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as GRANTOR, and the covenants and promises herein above made as GRANTEE.

10. **Modifications to Agreement:** This Agreement may be modified or amended only in writing, duly executed and acknowledged by the GRANTEE and the owner of the Easement Area and recorded at GRANTEE's sole cost in the real property records of Larimer County, Colorado.

11. **Pre-Existing Encumbrances:** GRANTEE agrees that this Easement is subject to any and all pre-existing easements, liens or other encumbrances of record, including any use by the Larimer and Weld Irrigation Company ("LWIC") of that portion of the Easement Area that is within any prescriptive or statutory ditch easement of LWIC.

12. **Entire Agreement:** This Agreement, subject to the GRANTEE's rules, regulations, standards, and resolutions which are not in conflict with provisions hereof, contains the entire Agreement relating to the rights herein granted and the obligations hereunder assumed. In the event any term or provision of this Agreement shall be held to be unenforceable for any reason whatsoever by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other

term or provision hereof, and such provision shall be modified (to the extent possible) to match the parties' intent.

13. **Obligations to Run with the Land:** The Easement, the rights and obligations of the parties, and the terms, rights, conditions, restrictions, and limitations of this Agreement, shall run with and burden the GRANTOR's Property, and shall be binding upon and inure to the benefit of GRANTOR and GRANTEE and the owners of the Easement Area, and their respective heirs, successors, and permitted assigns.

14. Nothing herein shall be construed as a waiver of any of the protections or monetary limitations that either party may enjoy under the Colorado Governmental Immunity Act.

15. GRANTEE agrees to provide to GRANTOR the KMZ files and CAD as-built files once installation of the water pipeline within the Easement is complete.

IN WITNESS WHEREOF, the Parties have executed this Deed of Permanent Easement effective as of the date first written above.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
CITY OF THORNTON, A COLORADO HOME
RULE MUNICIPALITY

By: K S Woods
Kevin S. Woods, City Manager

ATTEST:

[Signature]
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

DocuSigned by:
Tami Yellico
68AB059BB4C24C8...
City Attorney

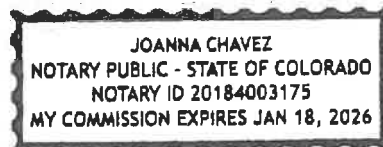
STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 5 day of October, 2023,
by Kevin S. Woods, as City Manager of the City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: January 18, 2026

[Signature]
Notary Public



GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 6th day of September, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

Witness my hand and official seal.

[Signature]
Notary Public

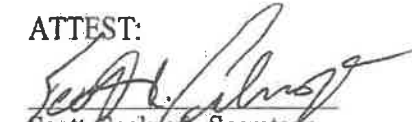
My Commission Expires:

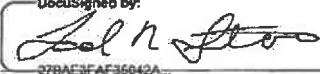
06/24/2024

**JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024**

GRANTEE:
NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado

ATTEST:


Scott Cockloff, Secretary

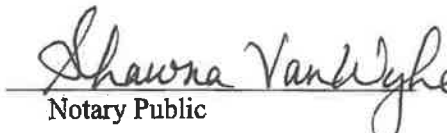
DocuSigned by:

37BAE3FAF36042A...
Tad Stout, President

STATE OF COLORADO
) ss.
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 16th day of September 2023, by Tad Stout, as President of the NORTH WELD COUNTY WATER DISTRICT, a Political Subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 10/27/2025


Notary Public

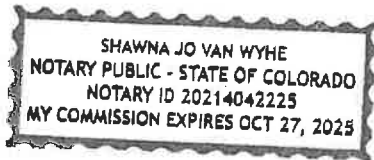


EXHIBIT A
(1 of 4)
PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width along most of it's length, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet;

THENCE South 28°04'43" East a distance of 87.52 feet;

THENCE South 72°36'10" East a distance of 67.74 feet;

THENCE South 70°14'24" East a distance of 103.69 feet;

THENCE South 66°05'18" East a distance of 107.16 feet;

THENCE South 59°18'26" East a distance of 109.53 feet;

THENCE South 48°09'24" East a distance of 64.36 feet;

THENCE North 90°00'00" East a distance of 134.79 feet;

THENCE South 23°17'02" East a distance of 133.14 feet;

THENCE South 00°47'02" East a distance of 69.08 feet;

THENCE South 39°36'58" East a distance of 654.48 feet;

THENCE South 35°05'00" East a distance of 106.24 feet;

THENCE South 31°12'46" East a distance of 172.01 feet;

THENCE South 48°10'52" East a distance of 47.51 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 63.14 feet, said point being 119.04 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 31°12'46" West a distance of 183.15 feet;

THENCE North 35°05'00" West a distance of 103.30 feet;

THENCE North 39°36'58" West a distance of 667.01 feet;



EXHIBIT A
(2 of 4)
PROPERTY DESCRIPTION

THENCE North 00°47'02" West a distance of 75.20 feet;
THENCE North 23°17'02" West a distance of 98.85 feet;
THENCE North 90°00'00" West a distance of 123.73 feet;
THENCE North 48°09'24" West a distance of 75.75 feet;
THENCE North 59°18'26" West a distance of 103.26 feet;
THENCE North 66°05'18" West a distance of 103.34 feet;
THENCE North 70°14'24" West a distance of 101.42 feet;
THENCE North 72°36'10" West a distance of 233.98 feet to the West line of the Southeast Quarter (SE1/4) of said Section 3;
THENCE North 00°12'20" West along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 65.22 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 83,449 sq. ft. or 1.916 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

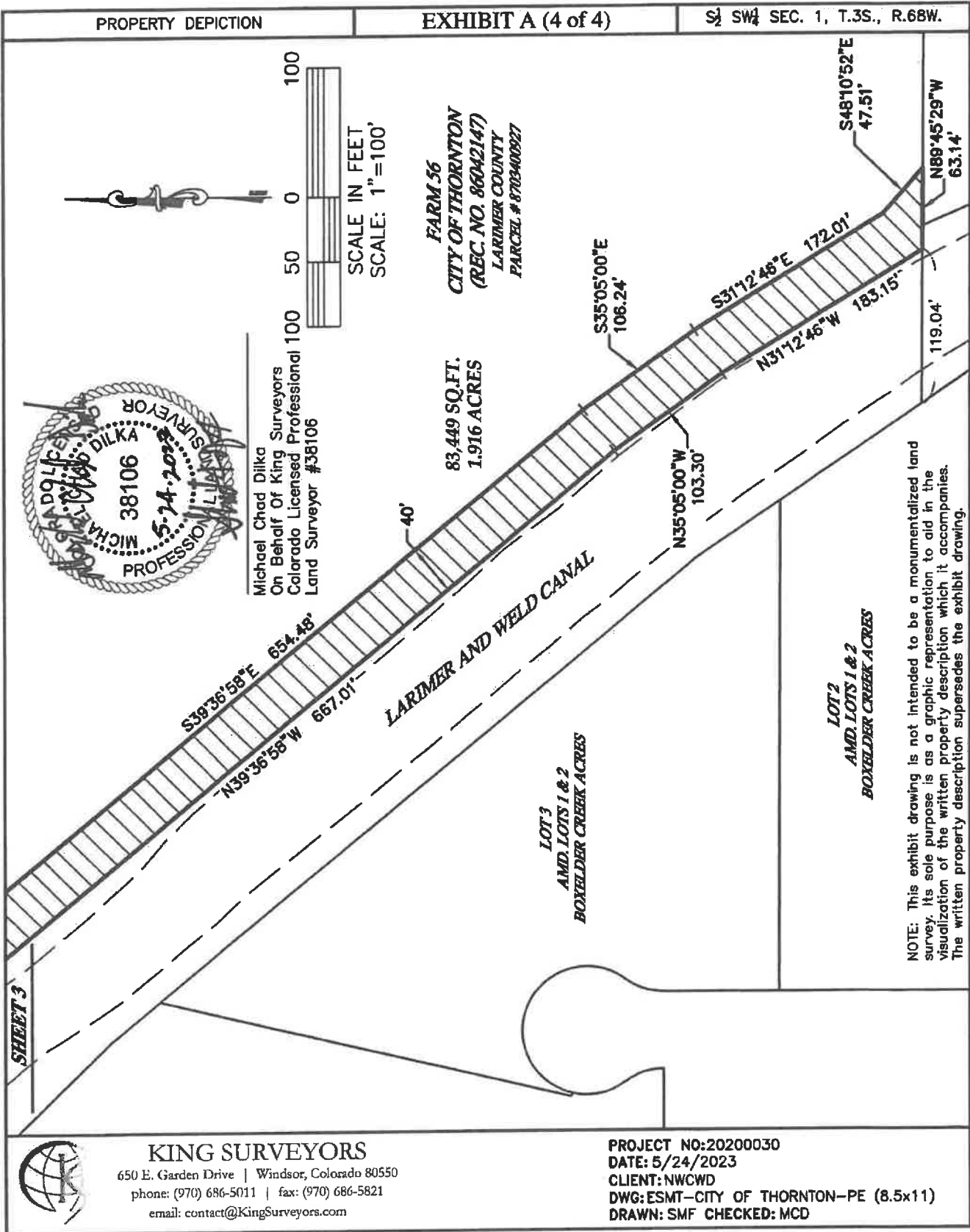
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS
650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030



KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 5/24/2023
CLIENT: NWCWD
DWG: ESMT-CITY OF THORNTON-PE (8.5x11)
DRAWN: SMF CHECKED: MCD

Exhibit B
to
Rule and Order

construction activities for the water pipeline within the Easement begin, except as otherwise mutually extended per written agreement of the parties. GRANTEE shall provide GRANTOR with written notice of intent to commence construction at least 30 days before construction begins.

3. During the term of this TCE GRANTOR, its tenants and/or agents reserve the right to use and occupy the Property for any purpose, except that GRANTOR shall not themselves or through other persons or entities, place, erect, install or permit any above or below ground building, structure or other obstruction, or allow any use on the Easement that may interfere with the GRANTEE's full enjoyment of the rights hereunder.
4. The GRANTEE shall:
 - A. Restore the surface of the ground, including landscaping, fences, or other improvements existing on the Property at the time this TCE commences to a condition comparable to its condition prior to installation, construction, maintenance, alteration, or replacement of the pipeline or pipelines and appurtenances thereto;
 - B. Restore fences, drain tile, irrigation systems, landscaping, private roads, and other improvements, to the conditions comparable to those existing prior to GRANTEE's activities on the Easement;
 - C. Pay the GRANTOR the actual damages to growing crops, livestock and other items caused by GRANTEE'S activities on the Easement;
5. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than as expressly set forth herein, and no oral representation, promise or consideration different from the terms herein contained shall be binding on either Party, its agents, or employees.
6. The signatories hereto warrant that they have full and lawful authority to make the grant, covenants and promises herein above contained as GRANTOR, and the covenants and promises herein above made as GRANTEE.
7. The covenants contained herein shall be binding upon and inure to the benefit of the respective successors and assigns of GRANTOR and GRANTEE.

8. The Parties agree that this TCE shall not be recorded.
9. GRANTEE agrees that this TCE is subject to any and all pre-existing easements, liens or other encumbrances of record.
10. In the event any of the terms of this TCE are violated by any party, such violation shall be immediately corrected and eliminated as soon as practicable after receipt of notice of the same, and if not corrected, the noticing party shall have the right to correct and eliminate such violation. If such violation is not corrected, the noticing party shall also have the right to file appropriate proceedings to enjoin any violation and request specific performance of the conditions described herein. GRANTOR reserves the right to do all acts necessary to immediately remedy any emergency situation that may arise associated with or caused by GRANTEE's exercise of the rights hereunder.
11. Nothing herein shall be construed as a waiver of any of the protections or monetary limitations that either party may enjoy under the Colorado Governmental Immunity Act.

IN WITNESS WHEREOF, the Parties hereto have executed this TCE effective as of the date first above written.

[SEPARATE SIGNATURE PAGES FOLLOW]

GRANTOR:
CITY OF THORNTON, A COLORADO HOME
RULE MUNICIPALITY

By: *Kevin S. Woods*
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum
Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:
Tami Yellico, City Attorney

Tami Yellico
68AB059BB4C24C8...
City Attorney

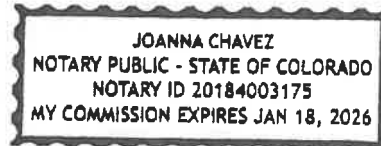
STATE OF COLORADO)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 5 day of October, 2023, by Kevin S. Woods, City Manager of the City of Thornton, a Colorado home rule municipality.

WITNESS my hand and official seal.

My commission expires: January 18, 2026

Joanna Chavez
Notary Public



GRANTEE:
EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado

By Loren R Maxey
Loren Maxey, President

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 6th day of September, 2023, by Loren Maxey, as President of EAST LARIMER COUNTY WATER DISTRICT, a quasi-municipal corporation and a political subdivision of the State of Colorado.

WITNESS my hand and official seal.

My commission expires: 06/24/2024

JODI L. MORAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204022007
MY COMMISSION EXPIRES 06/24/2024

[Signature]
Notary Public

EXHIBIT A
(1 of 5)
PROPERTY DESCRIPTION

Parcel I

A strip of land, Sixty (60) feet in width, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed;
THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet to the **POINT OF BEGINNING**;

THENCE continuing North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 67.96 feet;

THENCE South 28°04'43" East a distance of 31.09 feet;

THENCE South 72°36'10" East a distance of 44.39 feet;

THENCE South 70°14'24" East a distance of 107.10 feet;

THENCE South 66°05'18" East a distance of 112.89 feet;

THENCE South 59°18'26" East a distance of 118.94 feet;

THENCE South 48°09'24" East a distance of 104.99 feet;

THENCE South 05°00'04" East a distance of 21.59 feet, said point hereinafter referred to as Point "A;"

THENCE North 90°00'00" West a distance of 67.81 feet;

THENCE North 48°09'24" West a distance of 64.36 feet;

THENCE North 59°18'26" West a distance of 109.53 feet;

THENCE North 66°05'18" West a distance of 107.16 feet;

THENCE North 70°14'24" West a distance of 103.69 feet;

THENCE North 72°36'10" West a distance of 67.74 feet;

THENCE North 28°04'43" West a distance of 87.52 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 32,513 sq. ft. or 0.746 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

Parcel II

COMMENCING at said Point "A;"

THENCE continuing South 05°00'04" East a distance of 40.15 feet to the **POINT OF BEGINNING**;

THENCE continuing South 05°00'04" East a distance of 60.42 feet;

THENCE South 89°12'58" West a distance of 31.78 feet;

THENCE North 44°44'58" West a distance of 85.36 feet;

THENCE North 90°00'00" East a distance of 86.60 feet to the **POINT OF BEGINNING**.



**EXHIBIT A
(2 of 5)
PROPERTY DESCRIPTION**

Said described parcel of land contains 3,582 sq. ft. or 0.082 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Parcel III

A strip of land, Sixty (60) feet in width;

COMMENCING at said Point "A;"

THENCE North 90°00'00" East a distance of 66.98 feet to the **POINT OF BEGINNING**;

THENCE continuing North 90°00'00" East a distance of 65.34 feet;
THENCE South 23°17'02" East a distance of 119.20 feet;
THENCE South 00°47'02" East a distance of 59.91 feet;
THENCE South 39°36'58" East a distance of 635.70 feet;
THENCE South 35°05'00" East a distance of 110.64 feet;
THENCE South 31°12'46" East a distance of 165.09 feet;
THENCE South 48°10'52" East a distance of 50.44 feet;
THENCE South 25°40'52" East a distance of 41.14 feet to the South line of that parcel of land described in said

Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 66.69 feet, said point being 182.18 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 48°10'52" West a distance of 47.51 feet;
THENCE North 31°12'46" West a distance of 172.01 feet;
THENCE North 35°05'00" West a distance of 106.24 feet;
THENCE North 39°36'58" West a distance of 654.48 feet;
THENCE North 00°47'02" West a distance of 69.08 feet;
THENCE North 23°17'02" West a distance of 133.14 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 70,939 sq. ft. or 1.629 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

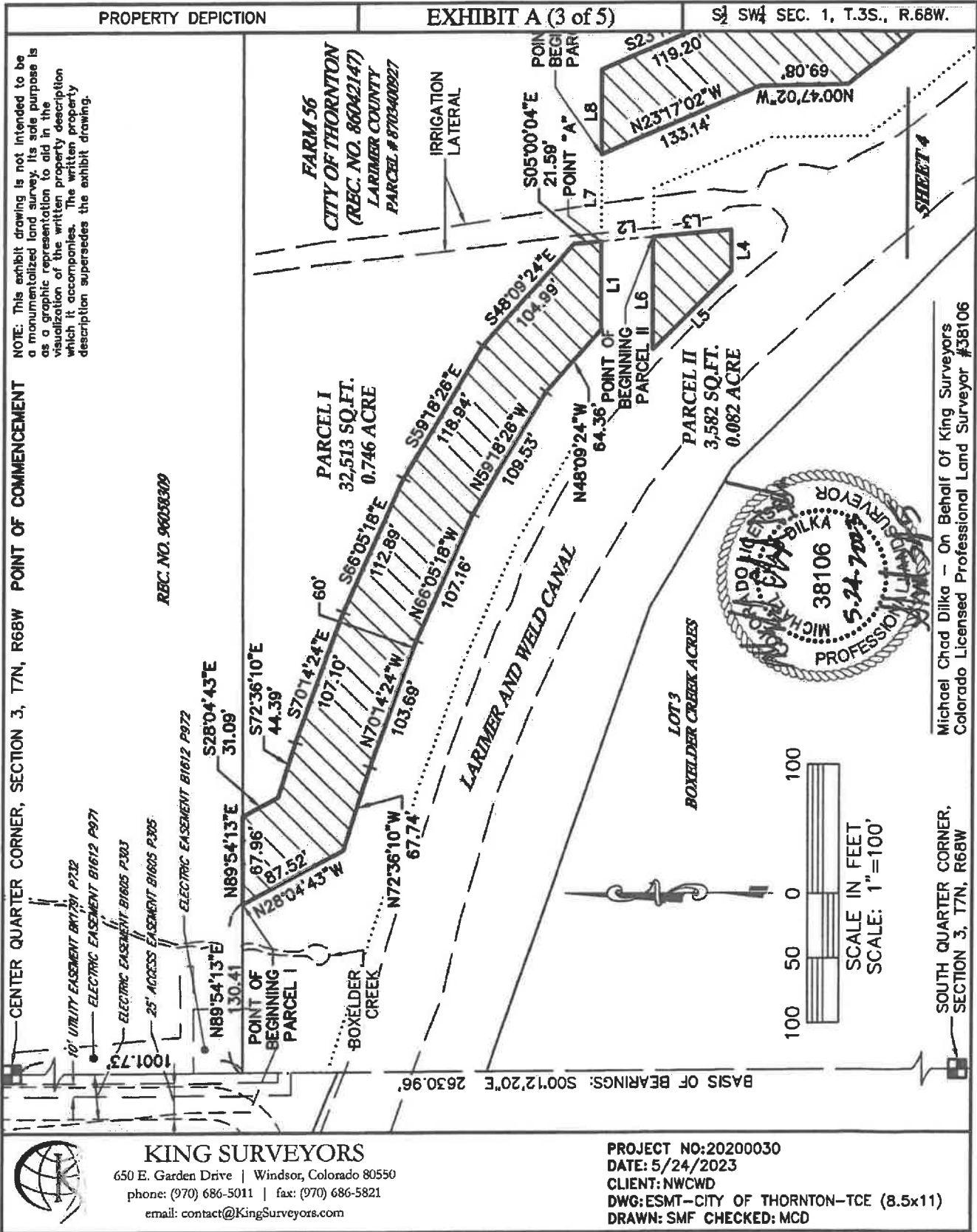
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

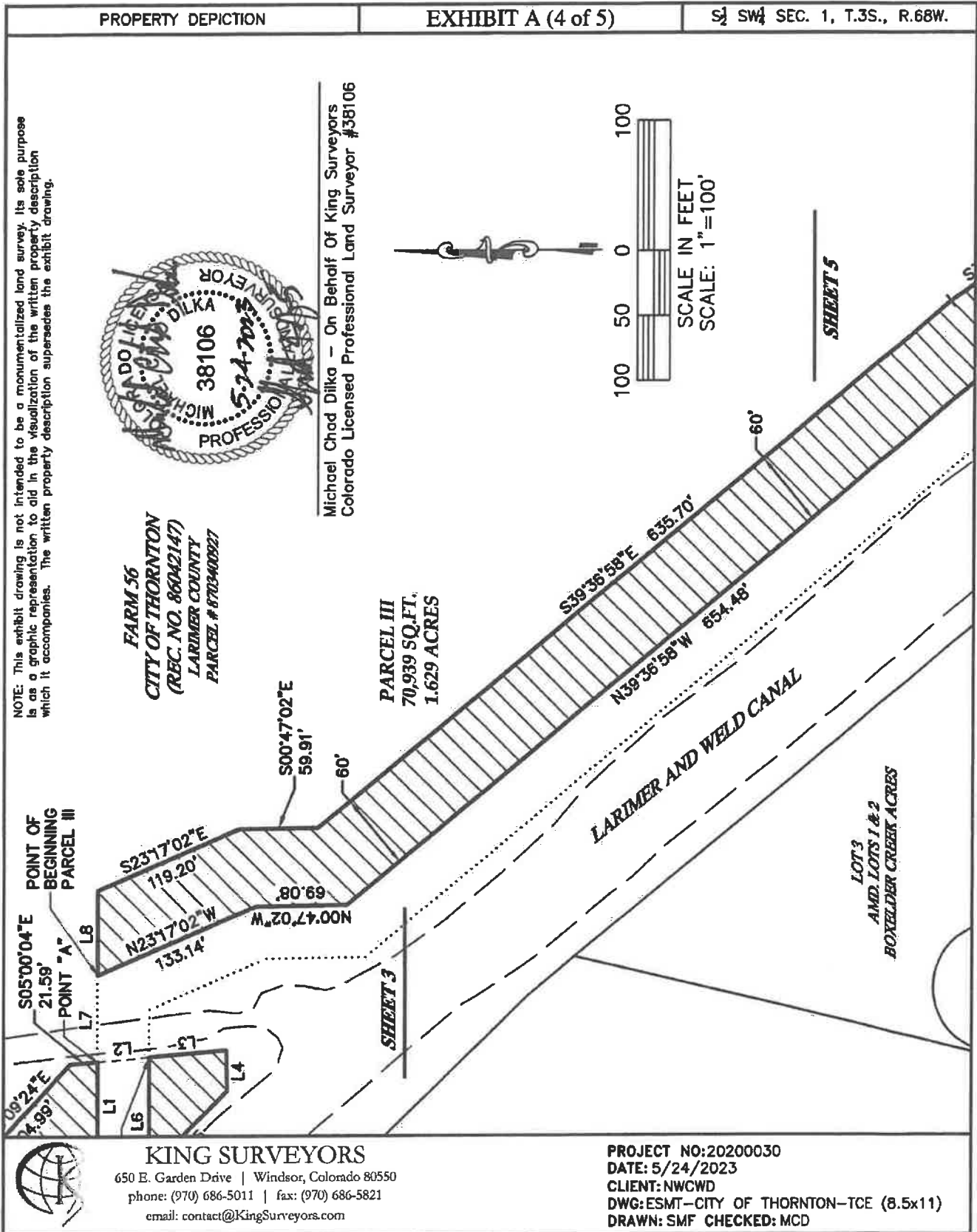
KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011
JN: 20200030

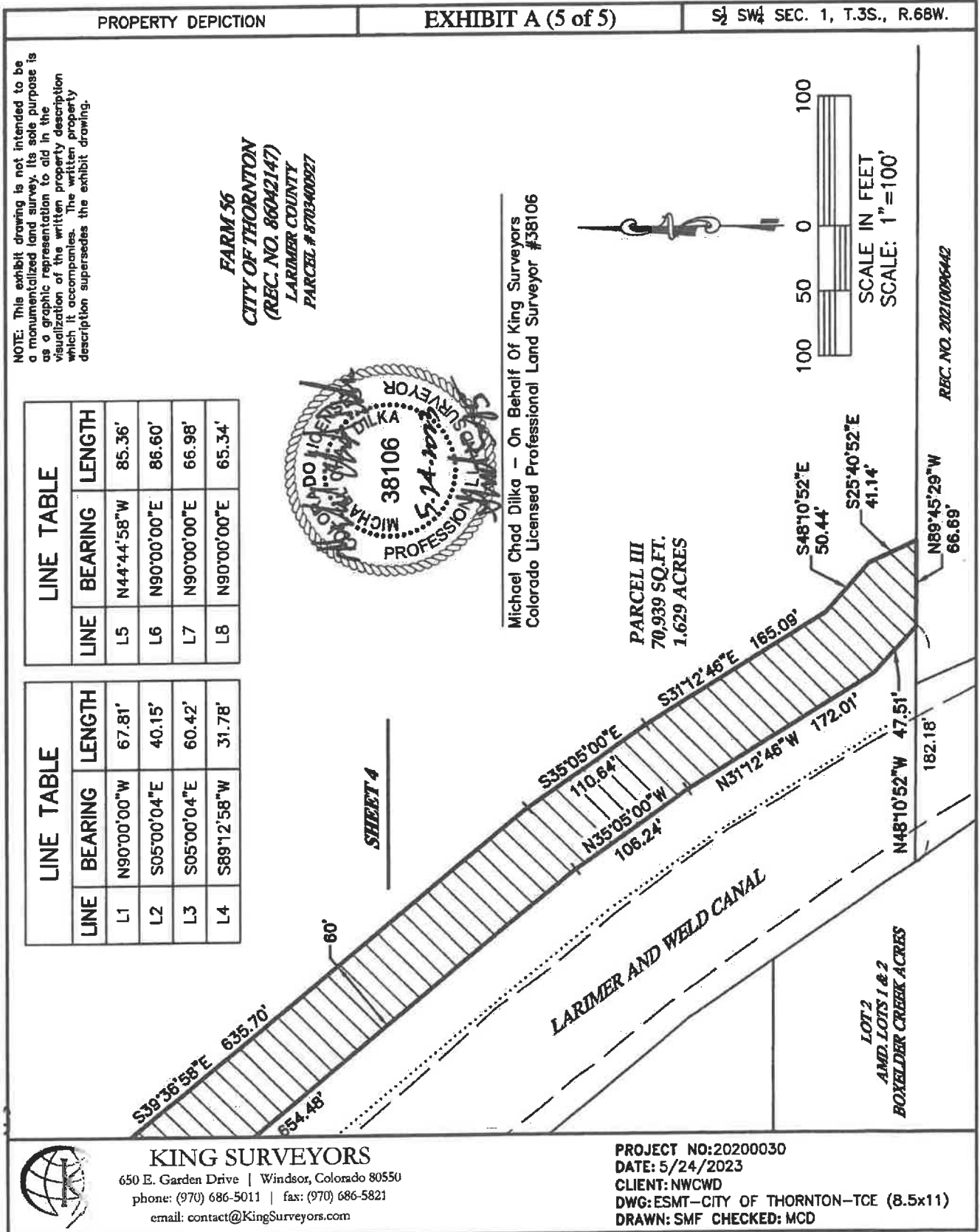
M:\20200030\Property Descriptions\CITY OF THORNTON TCE (8.5x11).doc
5/24/2023 4:41 PM



KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 5/24/2023
CLIENT: NWCWD
DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
DRAWN: SMF CHECKED: MCD





KING SURVEYORS
 650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821
 email: contact@KingSurveyors.com

PROJECT NO:20200030
 DATE: 5/24/2023
 CLIENT: NWCWD
 DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
 DRAWN: SMF CHECKED: MCD

Exhibit C
to
Rule and Order

PERMANENT EASEMENT

(1 of 4)

PROPERTY DESCRIPTION

A strip of land, Forty (40) feet in width along most of it's length, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed, said point being the **POINT OF BEGINNING**;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet;

THENCE South 28°04'43" East a distance of 87.52 feet;

THENCE South 72°36'10" East a distance of 67.74 feet;

THENCE South 70°14'24" East a distance of 103.69 feet;

THENCE South 66°05'18" East a distance of 107.16 feet;

THENCE South 59°18'26" East a distance of 109.53 feet;

THENCE South 48°09'24" East a distance of 64.36 feet;

THENCE North 90°00'00" East a distance of 134.79 feet;

THENCE South 23°17'02" East a distance of 133.14 feet;

THENCE South 00°47'02" East a distance of 69.08 feet;

THENCE South 39°36'58" East a distance of 654.48 feet;

THENCE South 35°05'00" East a distance of 106.24 feet;

THENCE South 31°12'46" East a distance of 172.01 feet;

THENCE South 48°10'52" East a distance of 47.51 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 63.14 feet, said point being 119.04 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 31°12'46" West a distance of 183.15 feet;

THENCE North 35°05'00" West a distance of 103.30 feet;

THENCE North 39°36'58" West a distance of 667.01 feet;



PERMANENT EASEMENT

(2 of 4)

PROPERTY DESCRIPTION

THENCE North 00°47'02" West a distance of 75.20 feet;
THENCE North 23°17'02" West a distance of 98.85 feet;
THENCE North 90°00'00" West a distance of 123.73 feet;
THENCE North 48°09'24" West a distance of 75.75 feet;
THENCE North 59°18'26" West a distance of 103.26 feet;
THENCE North 66°05'18" West a distance of 103.34 feet;
THENCE North 70°14'24" West a distance of 101.42 feet;
THENCE North 72°36'10" West a distance of 233.98 feet to the West line of the Southeast Quarter (SE1/4) of said Section 3;
THENCE North 00°12'20" West along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 65.22 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 83,449 sq. ft. or 1.916 acres, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS

650 East Garden Drive
Windsor, Colorado 80550
(970) 686-5011

JN: 20200030

NOTE: This exhibit drawing is not intended to be a monumentalized land survey, its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supercedes the exhibit drawing.

CENTER QUARTER CORNER, SECTION 3, T7N, R68W POINT OF COMMENCEMENT

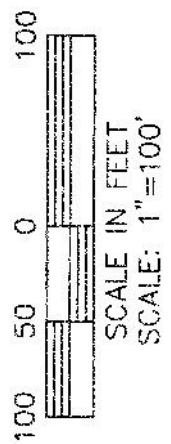
REC. NO. 96058309

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400027

83,449 SQ. FT.
1.916 ACRES

LARIMER AND WELD CANAL

LOT 3
BOXELDER CREEK ACRES



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

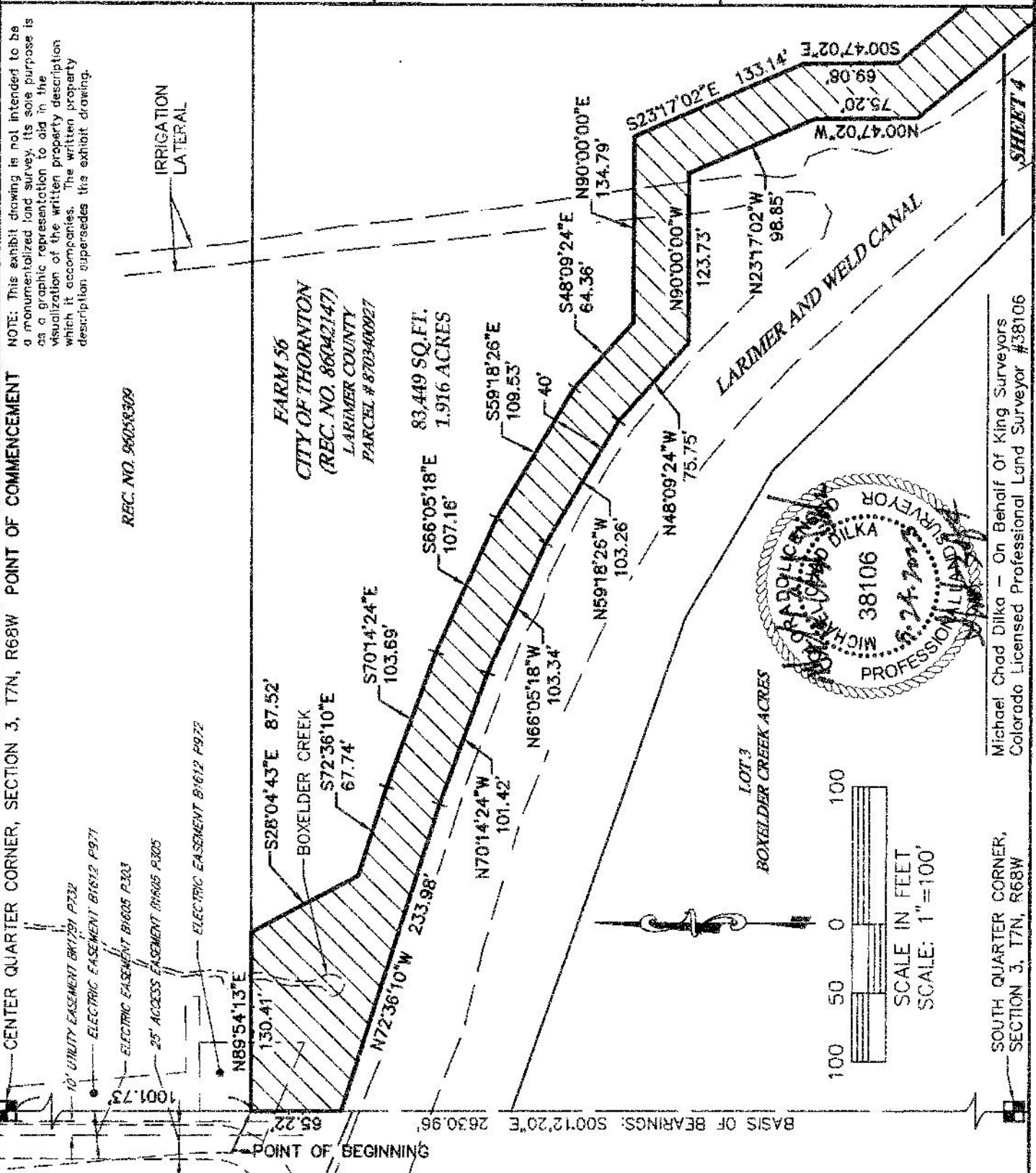
SOUTH QUARTER CORNER,
SECTION 3, T7N, R68W



KING SURVEYORS

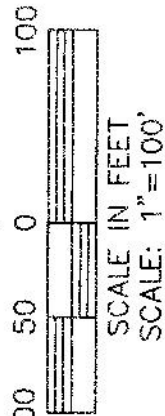
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 5/24/2023
CLIENT: NWCWD
DWG: ESMT--CITY OF THORNTON--PE (8.5x11)
DRAWN: SMF CHECKED: MCD





Michael Chad Dilka
On Behalf Of King Surveyors
Colorado Licensed Professional 100
Land Surveyor #38106



FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927

83,449 SQ.FT.
1.916 ACRES

LARIMER AND WELD CANAL

LOT 3
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

LOT 2
AMD. LOTS 1 & 2
BOXELDER CREEK ACRES

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

SHEET 3



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030

DATE: 5/24/2023

CLIENT: NWCWD

DWG: ESMT-CITY OF THORNTON-PE (8.5x11)

DRAWN: SMF CHECKED: MCD

Exhibit D
to
Rule and Order

**TEMPORARY EASEMENT
(1 of 5)**

PROPERTY DESCRIPTION

Parcel I

A strip of land, Sixty (60) feet in width, being part of that parcel of land described in that Warranty Deed recorded August 5, 1986 as Reception No. 86042147 of the records of the Larimer County Clerk and Recorder, located in the Southeast Quarter (SE1/4) of Section Three (3), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Larimer, State of Colorado, and being more particularly described as follows:

COMMENCING at the Center Quarter (C1/4) corner of said Section 3 and assuming the West line of the Southeast Quarter (SE1/4) of said Section 3, being monumentalized by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "PLS 34995, 2005" at the North end and by a #6 rebar with a 2" diameter aluminum cap stamped "LS 25372, 1994" in a monument box at the South end, as bearing South 00°12'20" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/11, a distance of 2630.96 feet, with all other bearings contained herein relative thereto;

THENCE South 00°12'20" East along the West line of the Southeast Quarter (SE1/4) of said Section 3 a distance of 1001.73 feet to the Northwest corner of that parcel of land described in said Warranty Deed;

THENCE North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 130.41 feet to the **POINT OF BEGINNING**;

THENCE continuing North 89°54'13" East along the North line of that parcel of land described in said Warranty Deed a distance of 67.96 feet;

THENCE South 28°04'43" East a distance of 31.09 feet;

THENCE South 72°36'10" East a distance of 44.39 feet;

THENCE South 70°14'24" East a distance of 107.10 feet;

THENCE South 66°05'18" East a distance of 112.89 feet;

THENCE South 59°18'26" East a distance of 118.94 feet;

THENCE South 48°09'24" East a distance of 104.99 feet;

THENCE South 05°00'04" East a distance of 21.59 feet, said point hereinafter referred to as Point "A;"

THENCE North 90°00'00" West a distance of 67.81 feet;

THENCE North 48°09'24" West a distance of 64.36 feet;

THENCE North 59°18'26" West a distance of 109.53 feet;

THENCE North 66°05'18" West a distance of 107.16 feet;

THENCE North 70°14'24" West a distance of 103.69 feet;

THENCE North 72°36'10" West a distance of 67.74 feet;

THENCE North 28°04'43" West a distance of 87.52 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 32,513 sq. ft. or 0.746 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

Parcel II

COMMENCING at said Point "A;"

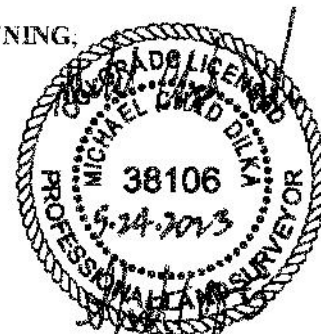
THENCE continuing South 05°00'04" East a distance of 40.15 feet to the **POINT OF BEGINNING**;

THENCE continuing South 05°00'04" East a distance of 60.42 feet;

THENCE South 89°12'58" West a distance of 31.78 feet;

THENCE North 44°44'58" West a distance of 85.36 feet;

THENCE North 90°00'00" East a distance of 86.60 feet to the **POINT OF BEGINNING**.



**TEMPORARY EASEMENT
(2 of 5)**

PROPERTY DESCRIPTION

Said described parcel of land contains 3,582 sq. ft. or 0.082 acre, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Parcel III

A strip of land, Sixty (60) feet in width;

COMMENCING at said Point "A:"

THENCE North 90°00'00" East a distance of 66.98 feet to the **POINT OF BEGINNING**;

THENCE continuing North 90°00'00" East a distance of 65.34 feet;

THENCE South 23°17'02" East a distance of 119.20 feet;

THENCE South 00°47'02" East a distance of 59.91 feet;

THENCE South 39°36'58" East a distance of 635.70 feet;

THENCE South 35°05'00" East a distance of 110.64 feet;

THENCE South 31°12'46" East a distance of 165.09 feet;

THENCE South 48°10'52" East a distance of 50.44 feet;

THENCE South 25°40'52" East a distance of 41.14 feet to the South line of that parcel of land described in said Warranty Deed;

THENCE North 89°45'29" West along the South line of that parcel of land described in said Warranty Deed a distance of 66.69 feet, said point being 182.18 feet from the Southwest corner of that parcel of land described in said Warranty Deed;

THENCE North 48°10'52" West a distance of 47.51 feet;

THENCE North 31°12'46" West a distance of 172.01 feet;

THENCE North 35°05'00" West a distance of 106.24 feet;

THENCE North 39°36'58" West a distance of 654.48 feet;

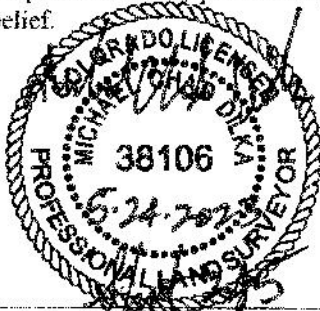
THENCE North 00°47'02" West a distance of 69.08 feet;

THENCE North 23°17'02" West a distance of 133.14 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 70,939 sq. ft. or 1.629 acres, more or less (\pm), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

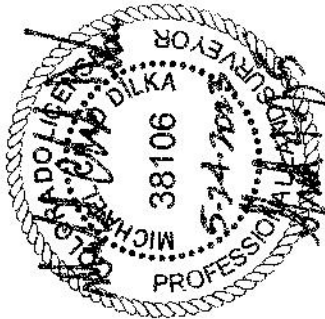
I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011
JN: 20200030

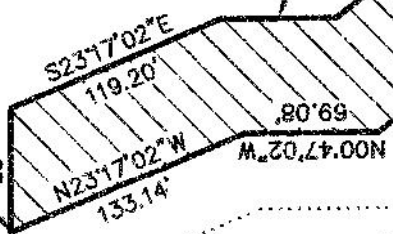
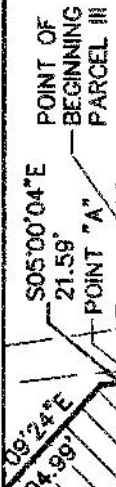
NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 870340987

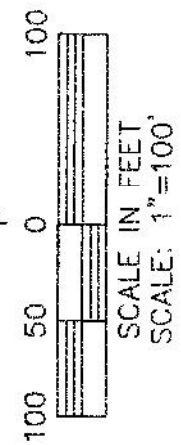
PARCEL III
70,939 SQ.FT.
1.629 ACRES



SHEET 3

LARIMER AND WELD CANAL

LOT 3
AND LOTS 1 & 2
BOXELDER CREEK ACRES



SHEET 5



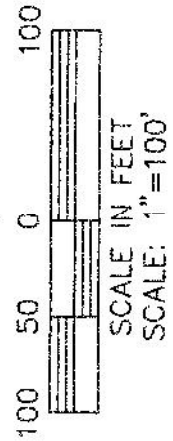
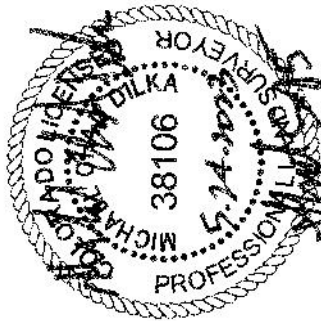
KING SURVEYORS
650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 5/24/2023
CLIENT: NWCWD
DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
DRAWN: SMF CHECKED: MCD

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

FARM 56
CITY OF THORNTON
(REC. NO. 86042147)
LARIMER COUNTY
PARCEL # 8703400927

Michael Chad Dilka - On Behalf Of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

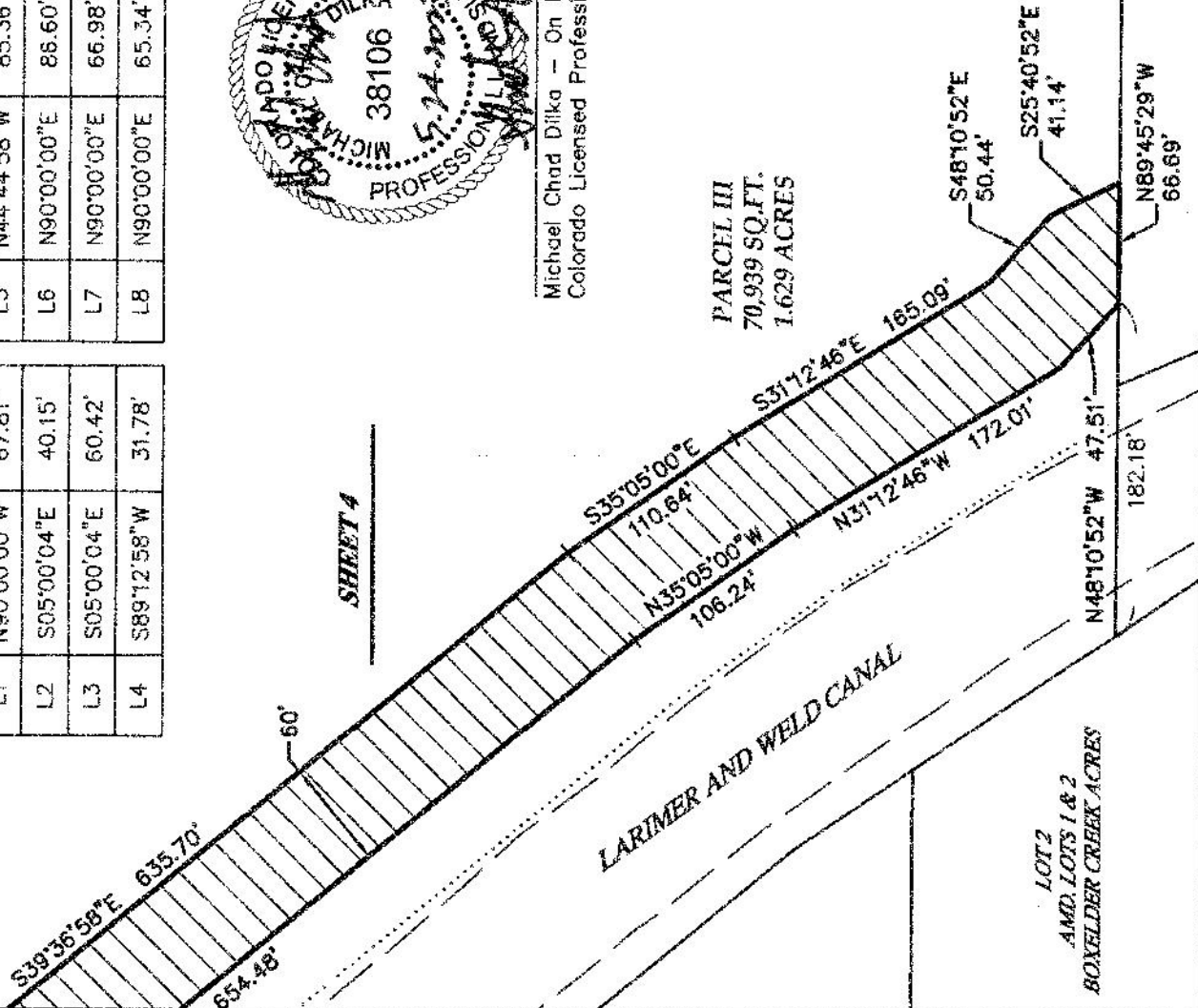


REC. NO. 20210096442

LINE TABLE			
LINE	BEARING	LENGTH	LENGTH
L5	N44°44'58"W	85.36'	85.36'
L6	N90°00'00"E	86.60'	86.60'
L7	N90°00'00"E	66.98'	66.98'
L8	N90°00'00"E	65.34'	65.34'

LINE TABLE			
LINE	BEARING	LENGTH	LENGTH
L1	N90°00'00"W	67.81'	67.81'
L2	S05°00'04"E	40.15'	40.15'
L3	S05°00'04"E	60.42'	60.42'
L4	S89°12'58"W	31.78'	31.78'

SHEET 4



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550
phone: (970) 686-5011 | fax: (970) 686-5821
email: contact@KingSurveyors.com

PROJECT NO: 20200030
DATE: 5/24/2023
CLIENT: NWCWD
DWG: ESMT-CITY OF THORNTON-TCE (8.5x11)
DRAWN: SMF CHECKED: MCD

Exhibit E
to
Rule and Order

Legal Description of the Property

A TRACT OF LAND SITUATE IN THE SE 1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 3 AS BEARING DUE WEST AND ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
BEGINNING AT A POINT ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 3 WHICH BEARS N 00° 25' 30" W, 399.11 FEET FROM THE SE CORNER OF SAID SECTION 3; THENCE N 90° 00' 00" W, 1454.66 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY LINE OF THE LARIMER AND WELD CANAL; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 5 COURSES: 1) N 34° 05' W, 213.41 FEET; 2) THENCE N 39° 42' W, 586.56 FEET; 3) THENCE N 44° 42' W, 320.00 FEET; 4) THENCE N 59° 45' W, 124.26 FEET; 5) THENCE N 70° 59' W, 373.74 FEET, MORE OR LESS, TO THE WEST LINE OF THE SE 1/4 OF SAID SECTION 3; THENCE ALONG SAID WEST LINE N 00° 17' 40" W, 178.23 FEET; THENCE N 89° 49' E, 2377.61 FEET; THENCE S 00° 25' 30" E, 350.00 FEET; THENCE N 89° 49' E, 248.92 FEET, MORE OR LESS, TO THE EAST LINE OF THE SE 1/4 OF SAID SECTION 3; THENCE ALONG SAID EAST LINE S 00° 25' 30" E, 876.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit F
to
Rule and Order

DISTRICT COURT, LARIMER COUNTY, COLORADO

Court Address: 201 LaPorte Avenue, Suite 100

Fort Collins, Colorado 80521

Phone Number: (970) 494-3500

Petitioners:

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

v.

Respondents:

THE CITY OF THORNTON, a home-rule municipality; TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative association; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO

▲ COURT USE ONLY ▲

Case Number: **23CV30606**

Division: **4A**

ORDER APPROVING STIPULATION REGARDING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.'S INTERESTS AND FACILITIES

THIS MATTER comes before the Court on the Stipulation Regarding Tri-State Generation and Transmission Association, Inc.'s Interests and Facilities (the "Stipulation") entered into between Petitioners, East Larimer County Water District and North Weld County Water District, and Respondent Tri-State Generation and Transmission Association, Inc. The Court, having reviewed the Stipulation and the file and being fully advised in the premises,

HEREBY ORDERS that the Stipulation is approved and made an Order of the Court.

Dated this 28 day of September, 2023.

BY THE COURT:

C. Michelle Bruneau

District Court Judge

Exhibit G
to
Rule and Order

DISTRICT COURT, LARIMER COUNTY, COLORADO

Court Address: 201 LaPorte Avenue, Suite 100
Fort Collins, Colorado 80521

Phone Number: (970) 494-3500

Petitioners:

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

v.

Respondents:

THE CITY OF THORNTON, a home-rule municipality; TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative association; and IRENE JOSEY in her official capacity as the COUNTY TREASURER OF LARIMER COUNTY, COLORADO

▲ COURT USE ONLY ▲

<p>Attorneys for Petitioners East Larimer County Water District and North Weld County Water District:</p> <p>Timothy L. Goddard, Atty. Reg. No. 17645 GODDARD LAW OFFICE, PLLC 210 East 29th Street Loveland, CO 80538 Phone No.: (970) 493-5070 Email: timg@hfglawfirm.com</p> <p>Attorneys for Tri-State Generation and Transmission Association, Inc.:</p> <p>Jody Harper Alderman, Atty Reg. #24450 Joshua T. Mangiagli, Atty Reg. #52375 ALDERMAN BERNSTEIN LLC 101 University Blvd., Suite 350 Denver, Colorado 80206 Phone: 720-460-4200 e-mail: jha@ablawcolorado.com; jtm@ablawcolorado.com</p>	<p>Case Number: 23CV30606</p> <p>Division: 4A</p>
<p>STIPULATION REGARDING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.’S INTERESTS AND FACILITIES</p>	

Petitioners, East Larimer County Water District and North Weld County Water District (jointly, the “Districts”) and Respondent Tri-State Generation and Transmission Association, Inc. (“Tri-State”) by and through their respective attorneys of record hereby stipulate and agree as follows:

1. This is an eminent domain proceeding commenced by the Districts by the filing of a Petition in Condemnation (the “Petition”) on July 31, 2023 to acquire a permanent, non-exclusive easement described in Exhibit 2 to the Petition pursuant to the terms and conditions described in paragraphs 13 and 14 of the Petition and a temporary construction easement described in Exhibit 3 to the Petition subject to the terms and conditions described in paragraph

15 of the Petition (collectively, the “Subject Property”) for the construction of a water pipeline and related facilities described in the Petition (the “Project”).

2. Tri-State has been named as a Respondent in the Petition because Tri-State has an interest in the Subject Property by virtue of that certain Easement for Access Road dated June 10, 1974 and recorded on June 11, 1974 in Book 1605 at Page 305, under Reception No. 90422 (the “Access Road Easement”) and that certain Right-of-Way Easement dated May 31, 1974 and recorded on June 11, 1974 in Book 1605 at Page 303, under Reception No. 90420 in the Larimer County, Colorado records (the “Right-of-Way Easement”) (collectively, the “Tri-State Easements”).

3. Tri-State has installed and operates high-voltage transmission line facilities, including surface appurtenances, within the Right-of-Way Easement (“Tri-State’s Facilities”).

4. Tri-State utilizes the Access Road Easement as its only access to Tri-State’s Facilities and a certain substation site.

5. The Districts do not seek to extinguish or relocate the Tri-State Easements or Tri-State’s Facilities or unreasonably disturb or impair the use of the Tri-State Easements, or any portion thereof. Accordingly, the Districts agree to take title to, possession of, and use of the Subject Property (the “Acquisition”) subject to the Tri-State Easements and Tri-State’s Facilities.

6. The Districts shall not unreasonably impact, impair, or disturb the Tri-State Easements without payment of compensation. If, at any time, Tri-State’s Facilities or the Tri-State Easements must be relocated due to the Districts’ interference with Tri-State’s Facilities or the Tri-State Easements, or if the Districts’ Project unreasonably hinders Tri-State’s use of the Tri-State Easements, the Districts shall provide appropriate accommodations for the relocation of Tri-

State's Facilities or the Tri-State Easements, including, without limitation, a reasonably acceptable location to relocate any or all of Tri-State's Facilities and the Tri-State Easements and substitute easements containing substantially similar rights and obligations as exist in the Tri-State Easements, and shall compensate Tri-State for the reasonable costs and expenses, including attorneys' fees, incurred by Tri-State to relocate Tri-State's Facilities or the Tri-State Easements.

7. The Districts' acquisition of the Subject Property is subject to the conditions provided in this stipulation including, but not limited to, the following additional conditions:

- a. The Districts shall notify Tri-State no less than thirty (30) calendar days (the "Notification Time Frame") before performing any excavation or using any oversized equipment beneath Tri-State's transmission line or in close proximity to its structures. The Districts must contact the Coordinator Monday – Friday, between 7:00 a.m. to 4:00 p.m. at 303-254-3546 or TSGTOutage@tristatgt.org. If the Districts send notification to the Coordinator before 10:00 a.m., then day one of the Notification Time Frame shall begin the same day; or if the Districts send notification to the Coordinator after 10:00 a.m., then day one of the Notification Time Frame shall begin the following day. This Notification Time Frame is necessary to allow Tri-State's Transmission System Operations Department time to review, evaluate, and submit the system information to its balancing authorities and reliability coordinator and to allow time to have an observer/certified switchman at the worksite.
- b. The Districts shall restrict construction equipment height under Tri-State's transmission line to fourteen (14) feet.
- c. The Districts shall request the contractor to confirm that all of the contractor's employees or subcontractors who will be in proximity of energized lines are "Qualified" as defined in O.S.H.A. 29 CFR 1910.269, latest edition.
- d. The Districts' improvements must be located a distance of at least twenty-five (25) feet from Tri-State's transmission structure foundations (footers and guy anchors).
- e. If directed by Tri-State, the Districts shall provide shoring or other supportive devices to protect the foundation of Tri-State's structures (footers or guy anchors) at the Districts' expense.
- f. The Districts shall hold harmless Tri-State and release Tri-State from any and all effects upon or damage to the Districts' Project, including, but not limited to, the water pipeline and other facilities, relating to their placement within the Tri-State Easements or

otherwise in close proximity to Tri-State's Facilities. The Districts are solely responsible, at their sole cost and expense, for designing the Project, including, but not limited to, the water pipeline and other facilities, to be compatible with Tri-State's Facilities and with the use of heavy vehicles and equipment within the Tri-State Easements.

- g. If either party is required to commence a civil action to enforce their rights under this stipulation, the prevailing party will be entitled to recover reasonable costs, including reasonable attorneys' fees, in addition to any other relief awarded.
- h. The Districts are aware that electric conductors on and above the Tri-State Easements are not insulated and conduct and transmit electric current. The Districts shall inform their employees, agents, contractors and other persons who enter upon the Tri-State Easements of the dangers involved.
- i. The Districts shall mark the location of the pipeline using non-flammable materials which will not unreasonably interfere with Tri-State's continuing use of Tri-State's Facilities and the Tri-State Easements, which marking is for use of identifying the general location of the pipeline and not for purposes of excavation.
- j. If at any time the Districts need to block access temporarily to the Access Road Easement, the Districts shall first establish an access road bypass (the "Access Road Bypass") to provide Tri-State access to Tri-State's Facilities and substation site as shown in the Access Road Bypass Detail attached as **Exhibit A**. If Tri-State needs emergency access across any open excavated pipeline trench, the Districts will cause the trench to be filled as needed to provide Tri-State access across the open trench area for the period such access is needed. This temporary access shall be of sufficient quality to allow for use by Tri-State's trucks and other heavy equipment.
- k. Except as provided in subparagraph (j) above, the Districts or their contractor will not unreasonably interfere with Tri-State's use of the Access Road Easement, including as needed or desired to inspect, maintain and repair Tri-State's Facilities and substation. The Districts shall not stage any construction-related materials in any location or in any manner which would impede Tri-State's use of the Access Road Easement unless the Districts first provide alternative access as depicted on the Access Road Bypass Detail.
- l. Any damage caused by the Project to each 400-foot segment of the access road from which construction has progressed, as shown in the Access Road Bypass Detail, will immediately be repaired to a sufficient condition to allow temporary access. This temporary access shall be of sufficient quality to allow for use by Tri-State's trucks and other heavy equipment.
- m. Upon completion of the Project, the Districts will restore the surface area of Access Road Easement and any surface area of any other portion of the Tri-State Easements

that are disturbed by the Districts to a condition equal or better than existed prior to the construction of the Project at the Districts' cost.

- n. The Districts will follow Colorado 811 rules and regulations governing excavating prior to excavation.

8. The Districts further agree to pay or reimburse Tri-State for any damage to Tri-State's Facilities resulting from the acts or omissions of the Districts or their contractors in the construction, operation or maintenance of the Project. By entering this Stipulation, Tri-State assumes no liability for the use, operation or existence of the Project. The Districts shall bear the costs and risks from all third-party claims and damages resulting from the Districts' construction, installation, maintenance, repair, replacement, operation, inspection, survey and/or restoration of the Project or use of the Subject Property.

9. The Districts shall require their contractors to carry insurance in amounts customarily carried by prudent contractors, and to carry workers' compensation insurance for their employees in statutory limits. All such insurance policies shall be endorsed to show that the insurers waive subrogation against Tri-State, its directors, officers, employees and shareholders. Except for workers' compensation, automobile and professional liability insurance policies, the insurance policies of the Districts' contractors shall identify Tri-State as an additional insured.

10. The Districts further agree to ensure that any Order, stipulation or voluntary agreement conveying, granting or transferring the Subject Property in and to the Districts will specifically indicate that the Districts' acquisition in this action is subject to Tri-State's Facilities and the Tri-State Easements and shall incorporate all terms and conditions contained in this Stipulation.

11. Tri-State does not object to any request by the Districts for immediate possession of, or entry of a Final Rule and Order conveying, the Subject Property to the Districts, and makes no claim to any compensation that may be awarded in this case, provided that all of the terms and conditions of this Stipulation are incorporated into, and made a part of, the Court's Order of Possession and Final Rule and Order.

12. Should the Districts fail to include all of the terms and conditions of this Stipulation in a proposed order, stipulation, or agreement, the Districts shall take reasonable steps necessary to ensure their taking of the Subject Property is consistent with this Stipulation, including, but not limited to, seeking an amended Rule and Order from the Court at the Districts' sole expense. Should all of the terms and conditions of this Stipulation not appear in the Court's final Rule and Order, Tri-State's conditional consent to the entry of the Order of Possession and the final Rule and Order is revoked, and Tri-State shall have the full and unfettered right to challenge the Districts' right to condemn the Tri-State Easements and the right to pursue just compensation for any taking thereof.

13. If the Districts amend their Petition regarding their acquisition of the Subject Property, such amendment will specifically indicate that such amended rights are being acquired subject to Tri-State's Facilities and the Tri-State Easements and shall include all of the terms and conditions of this Stipulation or, alternatively, shall notify Tri-State of such proposed amendment and give Tri-State adequate opportunity to respond.

14. The parties further agree that upon the Court's entry of an order approving this Stipulation, Tri-State no longer will be required to participate in this action but shall remain a party and shall be served with all pleadings and orders in this action.

15. Based upon the terms set forth above, the parties request that the Court enter the attached Order approving this Stipulation. Each party hereto shall pay its own costs and attorney fees.

Respectfully submitted this 28th day of September, 2023.

GODDARD LAW OFFICE, PLLC

By: /s/ Timothy L. Goddard
Timothy L. Goddard
ATTORNEY FOR PETITIONERS

ALDERMAN BERNSTEIN LLC

By: /s/ Jody Harper Alderman
Jody Harper Alderman
**ATTORNEYS FOR RESPONDENT TRI-STATE
GENERATION AND TRANSMISSION ASSOCIATION,
INC.**

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of September, 2023, I served a true and correct copy of the above and foregoing **STIPULATION REGARDING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.’S INTERESTS AND FACILITIES**, via Colorado Courts E-Filing (CCE) to the following:

Kara N. Godbehere, Esq.
Diana Fantano Hoffman, Esq.
City of Thornton
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Attorneys for Respondent the City of Thornton

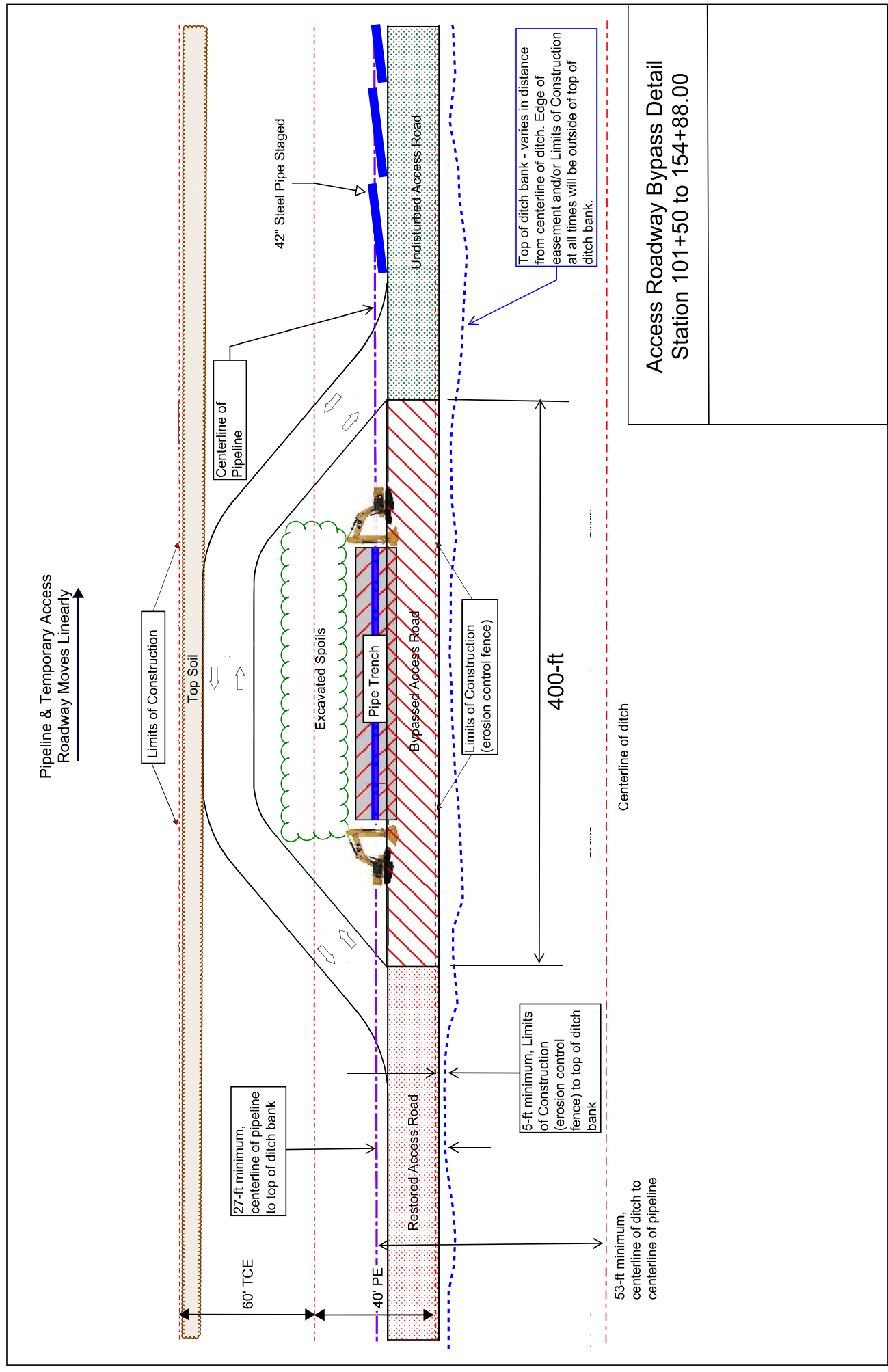
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Denver, CO 80206
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jtm@ablawcolorado.com

*Attorneys for Respondent Tri-State Generation and
Transmission Association*

By /s/ G. Camille Asadi
G. Camille Asadi

Pursuant to C.R.C.P. 121 § 1-26, the original of this document with original signatures will be maintained in the office of Goddard Law Office, PLLC, and will be made available for inspection by other parties or the Court upon request.

EXHIBIT "A" TO STIPULATION REGARDING TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.'S INTERESTS AND FACILITIES



Access Roadway Bypass Detail
 Station 101+50 to 154+88.00



January 17, 2024

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

Re: Project: **24-001-CO-7175-MP 215-NEWT Phase 3 42" Water Pipeline**
Pipeline: Rocky Mountain Strouds - Dupont- 8 IN Pipeline
Tract: 7175-LAR-375
Mile Post: 215
Lat / Long: 40.588175°-104.975879° +/-
County, State: Larimer County, Colorado

By this letter agreement ("Agreement") and pursuant to your proposal on behalf of North Weld County Water District and East Larimer County Water District (collectively "Crossing Party") for the captioned line crossing(s), Magellan Pipeline Company, L.P., a wholly owned subsidiary of ONEOK, Inc. ("Magellan") has reviewed the plans submitted and finds No Conflict in accordance with the statements herein and attachments hereto.

Description of "Approved Encroachments"

1. 42-inch Steel Water Main

Reference: Construction Plans for NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2, FINAL FOR CONSTRUCTION DATED JUNE 28, 2023
(attached hereto for all purposes as Exhibit "A")

The project proposes to install a 42" nominal diameter steel water main pipeline perpendicular and below Magellan's pipeline. Method of installation will be by open cut. The proposed crossing will maintain a minimum vertical separation (clearance) of 2' under the Magellan pipeline. A Magellan representative is to be onsite during construction activities. Construction activity will be consistent with Magellan's General Encroachment Requirements attached as Exhibit "B" for all purposes. See "Other Considerations" and "Agreed Action" sections below for details.

There is a Magellan aerial pipeline marker in the construction work limits of the waterline crossing. Crossing Party will remove the aerial marker during construction of the water line, and will reinstall the aerial marker in place upon completion of the work under the direction of a Magellan representative.

2. Temporary Access Road

Reference: Construction Plans for NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2, FINAL FOR CONSTRUCTION DATED JUNE 28, 2023
(attached hereto for all purposes as Exhibit "A")

January 17, 2024

A temporary access road will be installed across Magellan's pipeline and easement at approximately Latitude 40.588124, Longitude -104.975891. The temporary access road is depicted on Exhibit "A" and referenced in plan notes no. 3. Load Calculations have determined that 9 feet of cover is required for heavy equipment to cross safely over the Magellan Pipeline. The road is to be fully restored to its pre-existing condition once construction is complete. A Magellan Representative shall be onsite for the installation of the additional cover and the removal of the additional cover over the Magellan Pipeline.

Other Considerations

Heavy Equipment Crossings: To allow heavy equipment crossing over the referenced pipeline detailed information will need to be received in order to perform pipe stress calculations. The following information will need to be received to perform a more thorough analysis of wheeled vehicles: loaded vehicle weight, number of axles on the front and rear, and weight distribution between the front and rear axles. For equipment on tracks, the following information is needed: loaded vehicle weight, length of track in contact with the ground, and track width.

Agreed Action

- No pipeline adjustment is necessary.
- All activities and installations shall be performed in accordance with the approved project plans "Exhibit A" and Magellan Encroachment Requirements "Exhibit B" attached hereto and made a part hereof.
- Grading over the pipeline is not allowed without Magellan inspection on-site.
- Heavy equipment is not allowed over the pipeline without Magellan inspection on-site.
- In the event Magellan requires 3rd party inspection (a qualified Inspection contractor), Crossing Party shall cover costs for that third party inspector to be present during construction activities. **At a minimum, a company representative will need to be present during construction of the proposed improvements to confirm minimum clearance and depth of cover requirements have been met and that the existing Magellan pipelines are not damaged.**
- Crossing Party and Crossing Party's contractor(s) will need to contact a Magellan representative a minimum of two (2) weeks prior to commencing any construction activities over or across Magellan's Easement Tract in order to allow appropriate field supervision to be arranged and present during construction.

Insurance

Crossing Party shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below with insurance companies acceptable to Magellan for work performed related to the construction of the Approved Encroachments. All costs and deductible amounts will be for the sole account of the Crossing Party or its contractors and subcontractors. Prior to commencing any activities related to the construction of the Approved Encroachments, Crossing Party must deliver to Magellan certificate(s) of insurance. Non-renewal or cancellation of policies must be effective only after Magellan receives written notice from the insurance company thirty (30) days in advance of such non-renewal or cancellation. The limits set forth below are minimum limits and will not be construed to limit Crossing Party's liability:

- (a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000.
- (b) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$5,000,000 each occurrence and project specific annual aggregates of \$5,000,000. Coverage must include premises/operations, independent contractors, blanket contractual liability, and products/completed operations coverage, broad form property damage, personal injury, and sudden and accidental pollution; such coverage must be maintained for two (2) years following completion of work activities related to the construction of the Approved Encroachments. Magellan, its affiliated companies, and its and their respective

January 17, 2024

directors, officers, partners, members, shareholders, employees, agents and contractors shall be included as additional insureds.

- (c) In each of the above policies, Crossing Party or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against Magellan and its affiliated companies.
- (d) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for Crossing Party or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, will not be held to waive any of the provisions hereof.
- (e) In the event of a loss or claim arising out of or in connection with the construction of the Approved Encroachments, Crossing Party agrees, upon request of Magellan, to submit a certified copy of its insurance policies for inspection by Magellan.
- (f) Crossing Party shall require all of its contractors and subcontractors for work related to the construction of the Approved Encroachments to provide adequate insurance coverage, all to be endorsed with the Waiver of Subrogation wording referenced in Section (c) above; any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of Crossing Party.

Indemnification

To the extent permitted by law, Crossing Party will indemnify, save, and hold harmless Magellan, its affiliated companies, directors, officers, partners, employees, agents and contractors from any and all personal injury (including death) and damage to property, including environmental and non-environmental liabilities, losses, costs, damages, expenses, fees (including reasonable attorneys' fees and court costs), costs of investigations, fines, penalties, claims, demands, causes of action, proceedings (including administrative proceedings), judgments, decrees and orders resulting from Crossing Party's breach of this Agreement or caused by or as a result of the construction, use, maintenance, existence or removal of the Approved Encroachments located on the Magellan Easement Tract. The presence of Magellan's representative or any instructions given by such representative will not relieve Crossing Party of any liability under this Agreement, except to the extent that such liability results from Magellan's or its representative's gross negligence or willful misconduct.

Magellan Rights

Magellan and Crossing Party agree that the existence of the Approved Encroachments or this Agreement does not constitute a waiver of Magellan's rights under the Easement.

If acceptable, please have the appropriate representative of Crossing Party sign and return this letter to me. If I may ever be of assistance, please don't hesitate to contact me.

Sincerely,

Magellan Pipeline Company, L.P.
By its general partner Magellan Pipeline GP, LLC,

January 17, 2024

By: _____
Jason A. Smith, Vice President, Asset Integrity

Accepted and agreed this ____ day of _____, 2024 by the duly authorized representative of Crossing Party as evidenced by their signatures below.

North Weld County Water District

East Larimer County Water District

[signature]

[signature]

Print Name: _____

Print Name: _____

Title: _____

Title: _____

AFTER RECORDING, RETURN TO:
AT&T
RIGHT OF WAY DEPT.
3450 Riverwood Parkway SE, Rm 162
Atlanta, GA 30339

Encroachment:
Route: Longmont, CO-Cheyenne, WY
Station #: 1241+00 to 1241+30

ENCROACHMENT PERMIT

THIS PERMIT is issued as of the ____ day of _____, 2024, by *AT&T Corp.*, successor in interest to *American Telephone and Telegraph Company* ("AT&T"), to East Larimer County Water District, having an address at 232 S. Link Lane, Fort Collins, CO 80524 and North Weld County Water District, having a business address at 32825 CR 39, Lucerne, CO 80646 (jointly the "Water Districts").

TERMS AND CONDITIONS

1. Purpose and Scope of Permit

AT&T hereby allows and permits the Water Districts the non-exclusive use of certain land, the AT&T easement strip twenty feet wide, an easement that is recorded in Book 1380, Page 205, of Larimer County, State of Colorado, hereinafter described for the following purpose, subject to the conditions and stipulations herein set forth:

Water Districts are permitted to encroach upon, under and across the AT&T easement strip, 20 feet in width, containing an active buried fiber optic cable, for the purposes of placing a single underground Waterline.

2. Encroachment Location(s)

Water District's encroachment crossings (the "Encroachment Locations(s)") shall be located near the Larimer/Weld Canal and according to Water District's improvement plans, as shown on attached Exhibit A.

3. Risk of Entry

AT&T makes no warranty whatsoever as to physical conditions which exist now, or may exist hereafter, at said Encroachment Location(s) and the Water Districts accepts said Encroachment Location(s) "AS IS" and agrees to enter thereupon at Water District's own risk.

4. Water Districts' Duties

By accepting this Permit, the Water Districts agrees:

- (a) to make no modifications or additions to its facilities at the Encroachment Location(s) without first obtaining AT&T's prior written consent;
- (b) except for repairs required due to an emergency, to notify AT&T via the AT&T Call Center at 1-800-252-1133 forty-eight (48) hours prior to performing any excavation at the Encroachment Location(s) and to have AT&T personnel to monitor the work and in the case of an emergency to notify AT&T as soon as commercially possible and no later than (24) hours from the time when the Districts first discovered the repair was needed;
- (c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T;
- (d) to the extent permitted by law and without waiving the protections, procedural requirements and monetary limitations of the Colorado Governmental Immunity Act, the Water Districts agree name AT&T as an additional insured on their respective insurance policies and to require and contractor retained by the Water Districts to indemnify, defend and hold harmless AT&T from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, settlement liabilities, costs and expenses (including, without limitation, interest, penalties, and reasonable attorneys' fees and disbursements) that may from time to time be suffered or incurred by, or asserted against AT&T because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Permit or activities undertaken pursuant to this Permit, whether caused by the acts, negligence or willful misconduct of the Water Districts, its agents, employees, representatives, contractors, permitted assigns, or those under the Water District's control. . The obligations to indemnify and hold harmless shall survive any termination or abandonment of this Permit. For purposes of indemnifications set forth in this Permit, "AT&T" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors;
- (e) to neither assign or permit the use of the rights herein granted by any other person except the Water District's lawful successors, and if the Water Districts is a utility company, any transferee of the utility system (or operating component of a utility system) of which the Water District's

facilities at the Encroachment Location(s) are a part, except that this restriction shall not apply to any person performing any construction or other work within the Encroachment Locations for the benefit of or at the request of the Water Districts or any employee, contractor or agent of the Water Districts;

- (f) that AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its telecommunications cable to repair, maintain or augment its telecommunications network;
- (g) to not use, have present nor transport on or about the Encroachment Location(s) any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of AT&T. If at any time during the term of this Permit, the Water Districts knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath the Encroachment Location(s), then the Water Districts shall, as soon as reasonably possible, give verbal and written notice of that condition to AT&T. The Water Districts covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by the Water Districts, its agents, employees, representatives, contractors, permitted assigns, or those under the Water District's control at the Water District's cost and expense. The Water Districts shall notify AT&T prior to commencing any clean-up or remediation; and
- (h) NOTWITHSTANDING ANY PROVISION OF THIS PERMIT TO THE CONTRARY, EXCEPT AS SET FORTH IN PARAGRAPH 4(f), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

5. Incompatible Facilities

This Permit is issued by AT&T and accepted by the Water Districts with the mutual belief that the facilities of each can exist at the Encroachment Location(s) in the form contemplated when this Permit was issued without disruption to the other.

6. Cost

This permit is issued by AT&T and accepted by the Water Districts with the understanding that the Water District's use of the permission herein granted shall not result in any cost to AT&T. No claims for payment or performance shall be made of AT&T by the Water Districts and any expenses incurred by AT&T for damages to AT&T fiber optic cable or other facilities from or related to the Water District's exercise of the rights herein permitted shall be promptly reimbursed to AT&T by the Water Districts. In enforcing this permit against the Water Districts, AT&T shall be entitled to collect reasonable attorney's fees, court costs and interest on the principal sum.

7. Notices

Except as expressly otherwise provided, any demand, notice or other communication to be given to a party in connection with this Permit shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other.

AT&T:

AT&T CORP.
3450 Riverwood Parkway SE
Atlanta, GA 30339
Room 162
Right of Way Dept.

Water Districts:

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

Attn: General Manager

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

Attn: General Manager

with a copy to:

AT&T Corp.
One AT&T Way
Room 3A105
Bedminster, NJ 07921
Attention: Legal Department – Network Services

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested, or by commercial overnight delivery service on the date of receipt thereof.

8. Successors and Assigns

The permission hereby given shall be binding upon the heirs, administrators, executors and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above set forth.

Concurred By: _____
Name: _____

AT&T Corp.

Title: Right of Way Management
Date: _____

By: _____
Name: Christopher J. Och
Title: Principal

Corporate Acknowledgement

STATE OF _____)
COUNTY OF _____) SS:

On this ____ day of _____, 20__, before me, the subscriber, personally appeared _____ to be known, who, being by me duly sworn, did depose and say that he is a Principal of AT&T Corp., the corporation described in, and which executed the foregoing instrument, and that he signed his name thereto by order of the Board of Directors.

Notary Public

East Larimer County Water District

By: _____

Name: Mike Scheid

Title: General Manager

Acknowledgement

STATE OF COLORADO)
COUNTY OF LARIMER) SS:

On this ____ day of _____, 20__, before me, the subscriber, personally appeared Mike Scheid to be known, who, being by me duly sworn, did depose and say that he is the General Manager of the East Larimer County Water District and which executed the foregoing instrument, and that he signed his name thereto by his free act and will.

Notary Public

North Weld County Water District

By: _____

Name: Tad Stout

Title: President

Acknowledgement

STATE OF COLORADO)
COUNTY OF WELD) SS:

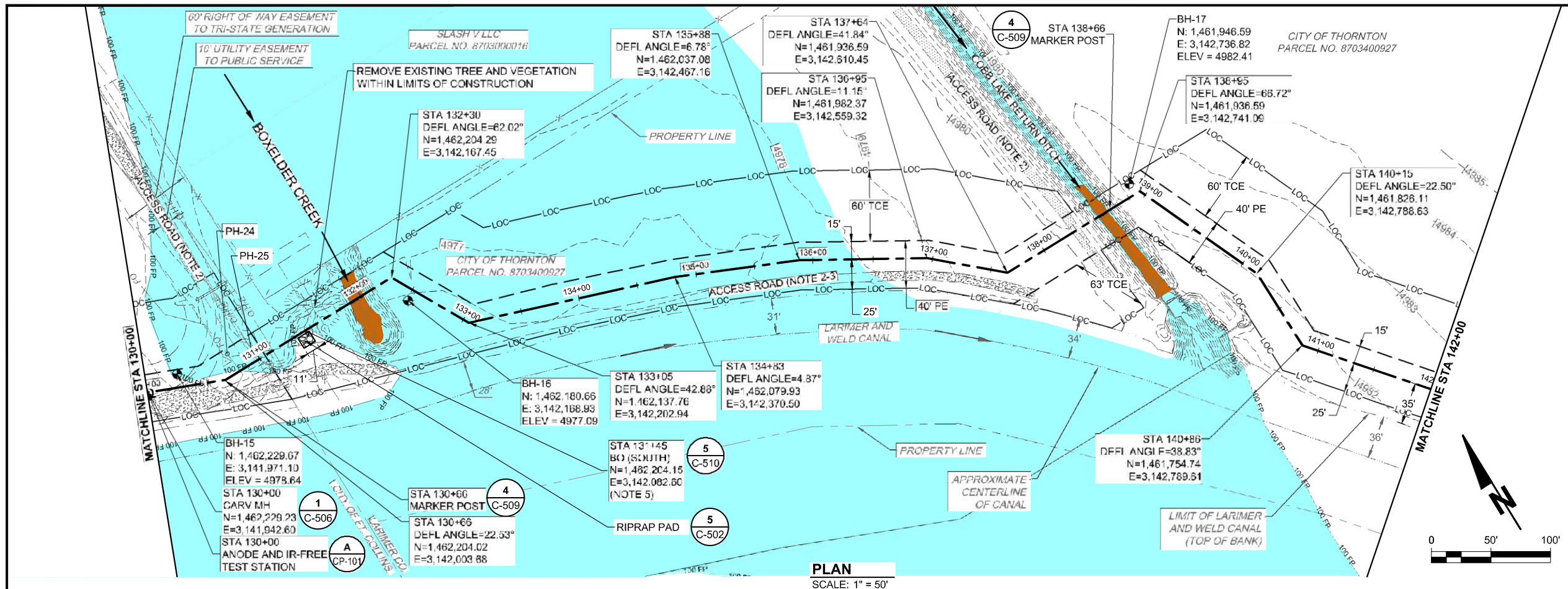
On this ____ day of _____, 20__, before me, the subscriber, personally appeared Tad Stout to be known, who, being by me duly sworn, did depose and say that he is the President of the North Weld County Water District and which executed the foregoing instrument, and that he signed his name thereto by his free act and will.

Notary Public

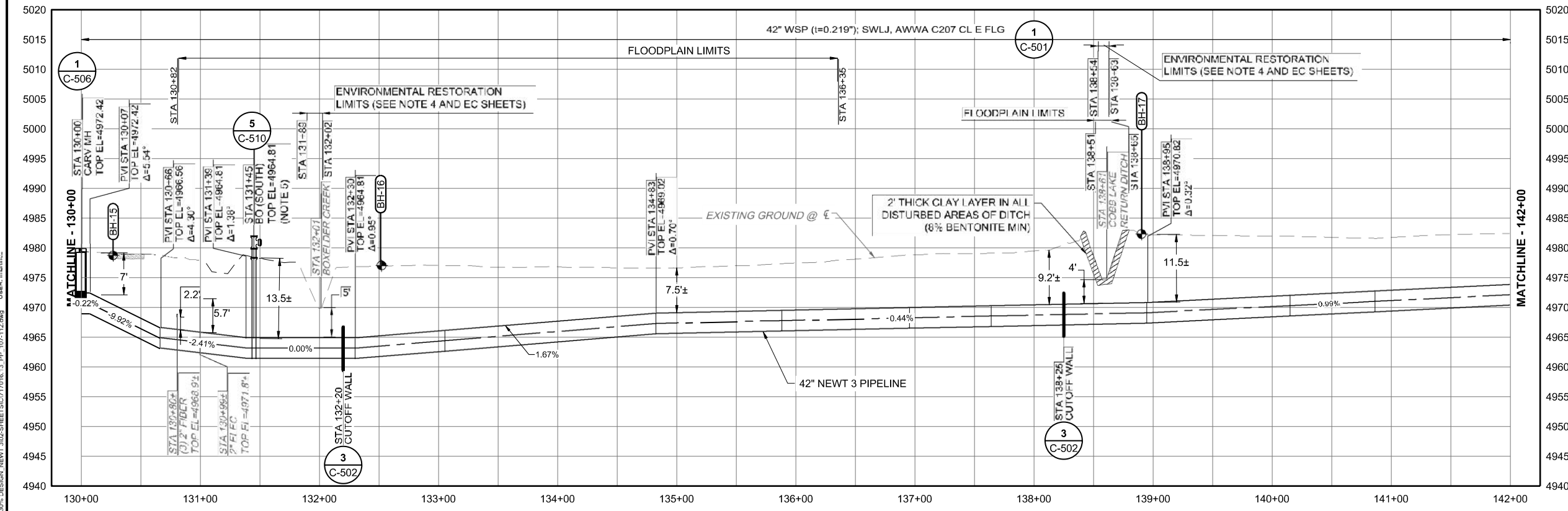
EXHIBIT A



Pages from
20230628 NEWT3 Dra



- NOTES:**
- SEE SPEC SECTION 01 41 10 AND 32 90 10 FOR PROPERTY SPECIFIC NOTES AND RESTORATION REQUIREMENTS.
 - RESTORE ACCESS ROAD ONCE CONSTRUCTION IS COMPLETE.
 - ACCESS TO CANAL MUST BE PROVIDED TO LWIC AT ALL TIMES.
 - FOR ENVIRONMENTAL RESTORATION REQUIREMENTS REFER TO WETLAND MITIGATION PLAN, ERO RESOURCES, 1/31/2023.
 - ORIENT BLOWOFF DISCHARGE TO ALIGN WITH RIPRAP PAD RUNDOWN.



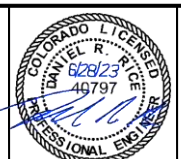
CAUTION
OVERHEAD ELECTRIC POWER LINES EXISTING WITHIN THE CONSTRUCTION CORRIDOR.

PROVIDENCE INFRASTRUCTURE CONSULTANTS
300 PLAZA DRIVE, SUITE 320
HIGHLANDS RANCH, CO 80129
(303) 997-5035
www.providenceic.com



REVISION	DESCRIPTION OF ISSUE / REVISION	REVISED BY

FINAL FOR CONSTRUCTION
JUNE 28, 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO. 2

PLAN AND PROFILE STA 130+00 TO STA 142+00

PROJECT:	171016.13
DRAWN BY:	I. MARTINEZ
DESIGNER:	W. DAUGHTRY
APPROVED BY:	D. RICE
SHEET:	19 OF 109
DRAWING:	PP-111

SHT #	APX. STA	PH #	TYPE	NO/SIZE (IN)	MATERIAL	UTILITY OWNER	QUALITY LEVEL	DATE OF POTHOLE	DEPTH TO T.O.P. (FT)	NOTES
PP-101 C-401	10+24	1B	WAT	1 20	DIP	NWCWD	A	10/6/2022	5.9	
	11+43	-	STM	1 15	CMP	-	C	-	DNPH	
	11+46	1/2	E	1 2	PVC CONDUIT	CITY OF FORT COLLINS	A	1/25/2023	10.4	
	11+48		E	1 4	PVC CONDUIT	CITY OF FORT COLLINS	A	1/25/2023	10.4	
	11+77	3	WAT	1 24	DIP	CITY OF FORT COLLINS	A	10/6/2022	12.5	
	12+22	4A	WAT	1 24	STEEL	PRPA	A	11/4/2022	8.00	
	12+29	5	FO	1 6	PVC	CENTURY LINK	A	10/6/2022	3.6	
	12+48	-	STM	1 15	CMP	-	C	-	DNPH	
PP-103	39+11	8	WAT	1 30	PCCP	CITY OF FORT COLLINS	A	12/10/2022	8.6	
PP-105 C-402	66+27	-	SAN	1 21	CONC	BOXELDER SANITATION	C	N/A	DNPH	GRAVITY SEWER
	68+85	9	SAN	1 8	PVC	ANHEUSER-BUSCH	A	2/1/2023	7.8	
	68+97	10	WAT	1 30	PCCP	CITY OF FORT COLLINS	A	11/8/2022	5.7	
	69+14	11	FO	1 4	PRPA	PRPA	A	1/25/2023	8.5	
	69+23/24	12/13	FO	1 2	POLY	PRPA	A	11/14/2022	3.3	SAME HOLE - FO RUNNING IN ELECTRIC CONDUIT
			E	1 2	POLY	CITY OF FORT COLLINS	A			
	69+38	14	GAS	1 8	STEEL	XCEL	A	11/15/2022	5.0	
69+39	50	SAN	1 16	POLY	ANHEUSER-BUSCH	A	2/1/2023	7.5		FORCE MAIN
PP-108 C-403	95+28	15	WAT	1 24	DIP	NWCWD/ELCO	A	11/18/2022	7.5	
	95+38	16A	FO	3 2	POLY	ZAYO	A	1/13/2023	9.0	
	97+63	18E	GAS	1 2	POLY	XCEL	A	4/3/2023	4	NORTH OF MAILBOX
	97+64	18B	GAS	1 2	POLY	XCEL	A	3/3/2023	5.25-6.75	TRENCHED N/S ALONG GAS LINE, NORTH OF MAILBOX
	97+69	18C	GAS	1 2	POLY	XCEL	C	3/3/2023	DNF	
	97+76	18D	GAS	1 2	POLY	XCEL	C	3/3/2023	DNF	
	97+81	18A	GAS	1 2	POLY	XCEL	C	2/16/2023	DNF	
	97+83	18F	FO	1 1/2	DIRECT BURY	-	A	4/3/2023	2.5	FOUND NEAR FRONTAGE ROAD WHILE LOOKING FOR GAS LINE
	97+89	17	STM	1 18	CMP	-	A	11/16/2022	1.3	
	97+90	18	GAS	1 2	POLY	XCEL	C	1/16/2023	DNF	
	97+97	19	FIBER	1 1	DIRECT BURY	CENTURY LINK	A	11/16/2022	2.5	
	99+38	20A	E	2 4	POLY	CITY OF FORT COLLINS	A	3/15/2023	13.0	
	99+38	20	E	1 2	POLY	CITY OF FORT COLLINS	A	2/9/2023	17.0	
	98+19	22A	WAT	1 24	DIP	ELCO	A	9/1/2022	3.9	PARALLEL
	98+77	22	WAT	1 24	DIP	ELCO	A	9/1/2022	3.8	PARALLEL
	99+30	21	WAT	1 24	DIP	ELCO	A	8/26/2022	4.6	PARALLEL
99+54	51	WAT	-	-	-	C	-	DNPH	UNCONFIRMED WATER LINE	
101+69	52	WAT	1 2	PVC	NWCWD/ELCO	A	3/15/2023	6.7		
PP-109	109+36	23	WAT	1 24	DIP	NWCWD/ELCO	A	12/10/2022	3.7	
PP-111	130+80	24	FO	3 2	POLY	AT&T	A	12/10/2022	9.3	
	130+96	25	E	1 2	POLY	-	A	2/9/2023	6.0	
PP-113 C-404	154+55	26	FO	1 3/4	DIRECT BURY	CENTURY LINK	A	1/6/2023	2.3	
	154+61	27	WAT	1 6	PVC	ELCO	A	1/6/2023	5.4	
	154+98	28	GAS	1 12	STEEL	XCEL	A	1/6/2023	4.3	
PP-116	189+99		WAT	1 16	PVC	ELCO				NOT CURRENTLY INSTALLED. TO BE CONSTRUCTED.
	190+04	-	STM	1 12	CMP	-	C	-	DNPH	
	190+17	29	FO	1 3/4	DIRECT BURY	CENTURY LINK	A	12/28/2022	3.4	
	190+59	30C	WAT	1 4	PVC	ELCO	A	2/16/2023	7.1	
PP-117	190+61	31	GAS	1 3	POLY	XCEL	A	12/28/2022	5.3	
	203+09	53	IRR	1 24	CMP	-	A	4/3/2023	3.7	UNUSED SIPHON EQUIPMENT
	207+45	32	GAS	1 8	STEEL	MAGELLAN	A	1/17/2023	5.0	
PP-118	210+54	54	IRR	1 24	POLY	-	A	1/3/2023	5	
	215+24	33	SAN	1 10	PVC	BOXELDER SANITATION	C	N/A	DNPH	GRAVITY SEWER
	216+56		CMP	1 12	CONC	-	C	-	DNPH	

PP 121 C 35	33 50	3	E	2	/	PVC	PLATTE RIVER OW U I	A	12/12/22	3.3		
	9	35	F	1	/	I C U	CENTURY LINK	A	12/12/22	1		
	242 3	3	W			C	C		1/1/23	5.0		
	243 01	3	G S						13/03	5.5		
	243 3	39/40			1	/	DIPECT U	C U I		1/1/23	3.0	S 3
	243 13/15	33/33A		STM	1	1/	DIPECT BUPY	C U I		12/10/22	0.3	RCP CULVERT RUNNING N/S IN SAME S O
	3 0	41	GAS	1	2		POLY	XCEL	A	12/12/22	2.2	S U I I
	36	42	GAS	1	2		POLY	XCEL	A	12/12/22	3	
246 16	43						PLATTE RIVER POWER AUTH RITY		1/1/23		C I C S I C 3 H USE	
246 95	44	GAS					XCEL	A	12/12/22	3.2	G S S I C 3 O U S	
3	5	GAS					XCEL	A	12/12/22	1	GAS SERVICE T S O U T H E P N H USE	
PP 121	5 5	1	IRR	1	24	CMF	PRIVATE	A	1/1/23	2.2		
3	30 5	4	IRR	1	3	CMF	PRIVATE	A	1/1/23	3		
	36 5	3	IRR	1	1	PVC	PRIVATE	A	1/1/23	0		
	29C 10	49	W	1	3	I	WCW		1/3/23	5		

QUALITY LEVEL DEFINITIONS

QUALITY LEVEL A: PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL AND VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT OWNER.

QUALITY LEVEL B: INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS.

QUALITY LEVEL C: INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

QUALITY LEVEL D: INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

DATE: Jun 28, 2023 6:00PM
USER: ZSIS/2003/171015_13_0103_105.dwg
PROJECT: 2003-SHEETS/171015_13_0103_105.dwg

PROVIDENCE INFR STRUCTURE CONSULT NTS

FINAL FOR CONSTRUCTION
JUNE 28 2023



NEWT PIPELINE PROJECT PHASE 3 WORK PACKAGE NO 2

SUBSURFACE UTILITY SCHEDULE

1	1
1	W
7	109
1	G 103

NWCWD WEBSITE 2024

	MayeCreate	Integritive	Streamline
PHASE 1: AUDIT	INCLUDED	INCLUDED	INCLUDED
	MayeCreate	Integritive	Streamline
PHASE 2: DESIGN	\$11,180	\$15,500	INCLUDED
	MayeCreate	Integritive	Streamline
PHASE 3: PROGRAMMING	\$4,300	INCLUDED	INCLUDED
	MayeCreate	Integritive	Streamline
PHASE 4: CONTENT CREATION	\$7,350 (Up to 50 pages)	\$10,000 (Homepage+ 18 pages)	SLATE SUPPORT
Editing, writing, and finalizing site content	SLATE SUPPORT	SLATE SUPPORT	SLATE SUPPORT
Production of visual data	SLATE SUPPORT	SLATE SUPPORT	SLATE SUPPORT
	MayeCreate	Integritive	Streamline
PHASE 5: MIGRATION	INCLUDED	INCLUDED	INCLUDED
	MayeCreate	Integritive	Streamline
PHASE 5: LAUNCH	\$3,500	\$600	INCLUDED
Search Engine Optimization	ONGOING FEES	ONGOING FEES	INCLUDED
ADA	ADDITIONAL	ADDITIONAL	INCLUDED
	MayeCreate	Integritive	Streamline
PHASE 6: STAFF TRAINING & ONGOING SUPPORT	ADDITIONAL	ADDITIONAL	INCLUDED
	MayeCreate	Integritive	Streamline
TOTAL COST	\$26,980	\$26,550	\$1,000
ANNUAL FEES AFTER YEAR ONE	TBD	\$450 + FORM FEE	\$5,964

WEBSITE QUOTE TOTAL
\$26980

Here's the Breakdown

1: Design Options

Design Investment: \$2875

2: Page Options

50 pages of your website will be professionally designed.

Page Design Investment: \$6550

The following dynamic pages will be developed:

FAQ's, Staff/Board Members, News/Press Releases, Resources/Document Library, Projects, Careers/Jobs

Page Development Investment: \$2375

3: Content Development

A professional will write the content for 50 pages of your website. A professional photographer will spend 6 hours taking photos for your website.

Content Development Investment: \$7350

4: Programming

The following types of additional functionality will be programmed for your website:

Rotating slideshow of images on home page, Online Application for Employment, Members Only Password Protected Section, Social Share Buttons (Allow visitors to share website content via social media), Social Media Feed 20 email forms or applications for employment will be created.

Programming Investment: \$4330

5: Sell Items Online

You will not be able to sell items on your website.

Ecommerce Investment: \$0

6: Search Engine Optimization

Key terms will be researched for your industry and implemented in your website to boost your rankings in Google Search results. NOTE: If good SEO is one of your goals you will need to allocate a monthly budget of \$300+ for ongoing SEO services.

Search Engine Optimization Investment: \$3500

INTEGRITIVE

NOTE: 18 pages at \$500 per page: \$9,000



Streamline Platform - Subscription Agreement

CUSTOMER: **North Weld County Water District**

ORDER DATE: **12 / 12 / 2023**

This Software as a Service Agreement (“Agreement”) is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 (“Company”), and the Customer listed above (“Customer”). This Agreement incorporates the [Streamline Terms of Service](#). W9 is available online. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice.**

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our [subscription-based website toolkit for local government](#) .

SUBSCRIPTION ORDER:

Name	Price
Streamline Web	\$5,964.00

One-Time Build Costs: **\$1000**
Invoice Frequency: **Annually**
Additional Billing Details:

Order #: **16091728138**
Original Order? **Original**
02/ 01 / 2024

Billing Start Date:

Paying with check?

Mail the check to: PO Box 207561, Dallas, TX 753207561

Billing Person:
Billing Address:
City, State, Zip:

Phone:
Email:

Streamline:

Name:
Title:
Date:
Signature:

Customer:

Name:
Title:
Date:
Signature:



What Your Subscription Includes



Technology

- **Easy-to-use website tool allows you to control your content** - no more waiting on a vendor or IT.
- **Built-in ADA compliance** (the platform is fully accessible out of the “box”).
- **State-specific transparency dashboard** with checkpoints for all posting requirements.
- **Meeting dashboard with agenda reminders**, one-click agenda and minute upload that takes seconds.
- **Ongoing improvements** to existing features included at no cost - your software will never be out of date.



Setup and Training

- **Multiple options** for initial site build and migrating existing content.
- **Introduction to your state requirements** so you know what needs to be posted.
- **Training** for anyone on your staff via remote meeting to help you learn the system.
- **Free domain** included (acmemud.specialdistrict.org) or connect your own custom domain / web address.
- **Free SSL security certificate** so that your site is served over https and visitors are protected.



Ongoing Support

- **Unlimited support** is included for anyone on your staff responsible for updating the website.
- **Support system is built into your website** - get help with the click of a button.
- **Unlimited hosting** of content and files so you never have to “upgrade” your account.
- **Extensive knowledge base** of how-to articles and getting started guides are available 24/7.
- **Can't figure out how to send your question? That's ok, you'll have our technical support number, too.**

And if (when) your state passes additional website mandates, Streamline Web will be updated to help you comply as effortlessly as possible.

RESOLUTION NO. 20240212-01

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

ADOPTING THE SECOND AMENDED TAP SALE CRITERIA POLICY

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 February 14, 2022, the Board adopted Resolution 20220214-01: Resolution Concerning Moratorium and Establishing a Tap Sale Criteria Policy, as amended on April 11, 2022, by Resolution No. 20220411-03: Resolution Adopting an Amended Tap Sale Criteria Policy April (collectively the “Original Tap Sale Policy”); and

WHEREAS, pursuant to the Original Tap Sale Policy, after the District is able to complete construction of critical infrastructure the Board shall establish a maximum number of tap and plant investment sales it will sell; and

WHEREAS, in March 2022, the District completed repairs on its Line 1 and realized additional water transmission capacity; and

WHEREAS, the District recognizes that it has entered into water service agreements and water dedication agreements with developers and property owners and that those developers and property owners have relied, and are relying, on the District to fulfill its commitments to serve under those water service agreements and water dedication agreements; and

WHEREAS, the Board adopted Resolution No. 20220411-03: Resolution Establishing an Amended Tap Sale Criteria Policy to allow for additional tap sales to persons with existing water services agreements who have dedicated water to the District (the “Amended Tap Sale Policy”); and

WHEREAS, the District is in a position to sell additional taps and desires to revise and restate the Amended Tap Sale Policy in order to allow individuals seeking individual water taps the opportunity to purchase taps; and

WHEREAS, the Board finds that the adoption of this Second Amended Tap Sale Criteria Policy is in the best interest of the public health, safety, and welfare of the District.

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

1. Adoption. The Board hereby adopts the Second Amended Tap Sale Criteria Policy, attached hereto and incorporated herein as **Exhibit A**.

2. Authorization. The Board hereby directs the District Manager, as may be necessary, to implement and otherwise oversee compliance with the Second Amended Tap Sale Criteria Policy.

3. Amendments. The District expressly reserves the right to amend, revise, redact, and/or repeal this Resolution and the Second Amended Tap Sale Criteria Policy in whole or in part, from time to time, in order to further the purpose of carrying on the business, objects, and affairs of the District.

4. Effective Date. This Resolution and the Second Amended Tap Sale Criteria Policy shall be effective immediately and shall remain in full force and effect until such time as such it is repealed or amended by the Board.

5. Severability. If any term or provision of this Resolution of the Second Amended Tap Sale Criteria Policy are found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the Second Amended Tap Sale Criteria Policy as a whole but shall be severed from the Second Amended Tap Sale Criteria Policy, leaving the remaining terms or provisions in full force and effect.

[Remainder of the page intentionally left blank. Signature page to follow.]

ADOPTED THIS 12TH DAY OF FEBRUARY, 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

General Counsel to the District

Signature page to Resolution Establishing a Second Amended Tap Sale Criteria Policy

EXHIBIT A

NORTH WELD COUNTY WATER DISTRICT

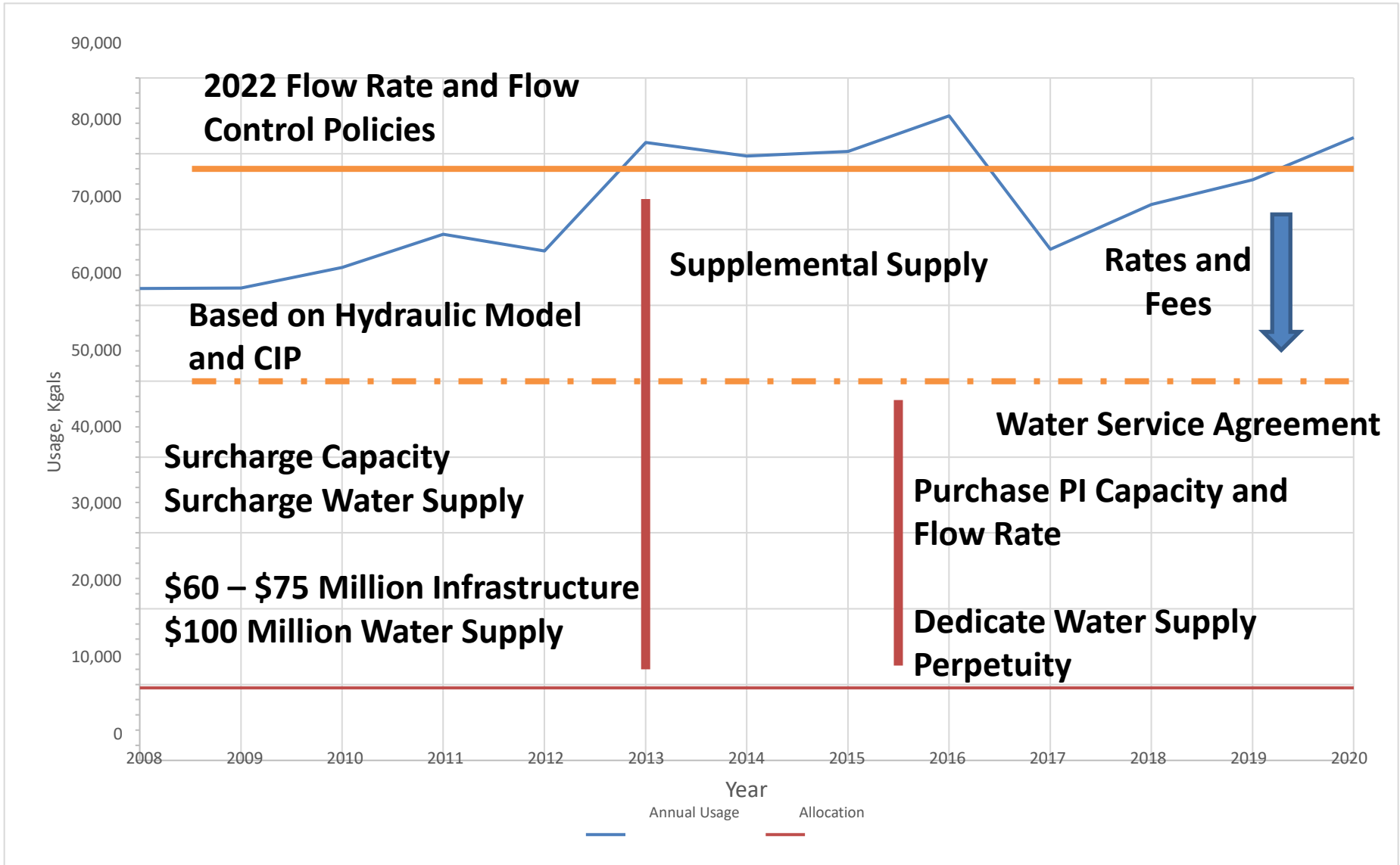
SECOND AMENDED TAP SALE CRITERIA POLICY

- I. **Second Amended Tap Sale Criteria Policy:** The District's policy (the "Policy") is to allow those persons or property owners currently in need of water taps and plant investments from the District to be able to purchase the necessary water taps and plant investments at the time they are needed, but not sooner. The District does not intend to reserve or pre-sell water taps and plant investments. Therefore, the District hereby establishes that in order to be eligible to purchase a tap and plant investment from the District the following criteria must be met:
- a. The property to be served by the water tap and plant investment is subject to a current "Water Service Agreement";
 - b. All requirements of the Water Service Agreement with respect to the property to be served by the water tap have been completed and accepted by the District;
 - c. All water required to dedicated to the District has been dedicated and accepted by the District;
 - d. The person or property owner seeking a water tap and plant investment must own the deed to the property to be served by the water tap and plant investment; and
 - e. The person or property owner seeking the water tap and plant investment must be concurrently seeking a building permit from the appropriate jurisdiction.
 - f. The District will allow for development review for water tap applications for single lot/single meter properties within the District on a case by case, first come first serve, basis and provide a letter of intent and potential water service to approved applications that have followed the development process and criteria, and have meet all District policy and criteria requirements, including but not limited to line extensions or other offsite improvements with restrictions as identified in the letter of intent .
- II. **Limitation on Tap Sales:** In furtherance of the District's need to preserve the health, safety, and welfare of its and its customers, and to ensure that the District's water system has sufficient capacity to meet the demands of its customers, the District's Policy is to control the number of water tap and plant investments it sells in each year.
- a. The District shall allow the sale of water taps and plant investments that are committed under water service agreements in effect as of the date of adoption of this Policy, or under water service agreements entered into with developers or property owners who have already dedicated water to the District pursuant to any water dedication agreements in effect as of the date of adoption of this Policy.

- b. The District will limit the review of all water tap applications for single lot/single meter letters of intent to no more than twenty-five (25) per fiscal quarter. A water tap application waiting list will be generated by staff and available.
- c. The District Manager, in consultation with District Staff and consultants, shall be responsible for monitoring the sale of taps and the District's water system capacity in order to ensure that the sale of taps will not have an adverse impact on the District's water system or its customers.
- d. The District Manager shall report to the Board of Directors at each regular meeting of the Board of Directors the total number of water taps and plant investments sold during the previous month, and the total number of water taps and plant investments sold year to date.

III. **Variance:** Any person or property owner seeking a variance from this Policy shall make such request in writing establishing the basis for the request, and such request shall be presented to the Board of Directors at its next regular meeting for consideration. Only the Board of Directors shall have the authority to approve a variance.

IV. **Enforcement:** The Board hereby directs the District Manager, as may be necessary, to implement and oversee compliance with this Policy in accordance with any rules and regulations of the District which may be in existence now or adopted in the future, including the imposition of fines.



10. Action: Consider Approval of Water Rights Acquisition: (enclosures, Privileged and Confidential, Separate Cover)

a. Agreement for Sale and Purchase of CBT 73 Units

b. Agreement for Sale and Purchase of CBT 15 Units

11. Action: Consider Approval River Bluffs Settlement Agreement: (enclosures, Privileged and Confidential, Separate Cover)

12. Discussion: Public Information Campaign

13. 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 Employee Matters, Water Rights Acquisitions, Water Supply and Storage Change Case, River Bluffs Settlement Agreement, and District Public Information Campaign.



NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

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

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

January 22, 2024

U.S. Bureau of Reclamation
Water Resources and Planning Office
Attn: Josh German
Mail Code: 86-63000
P.O. Box 25007
Denver, CO 80225

RE: Support for WSSC's Larimer County Canal Delivery Headgate Automation Project and WaterSMART Water and Energy Efficiency Grant (No. R24AS0052) Application

Dear Mr. German:

On behalf of the North Weld County Water District, please accept this letter of support for the Water Supply and Storage Company's (WSSC) application for a WaterSMART Water Energy Efficiency Grant (WEEG).

WSSC, located near Fort Collins, Colorado, proposes installing several in-canal SCADA-controlled check structures (and related infrastructure) to measure and regulate water deliveries within the Larimer County Canal (LCC). The LCC is WSSC's main delivery ditch, serving approximately 40,000 acres in Larimer and Weld Counties. It is part of the South Platte Basin and is connected to the Bureau of Reclamation by WSSC deliveries from the Colorado-Big Thompson Project.

The North Weld County Water District works closely with WSSC measuring water as it enters the canals north and east of Fort Collins, Colorado. Proper and accurate measurement ensures proper accountability and delivery of water entitlements for all agencies using water delivered by WSSC.

WSSC's project is necessary to continue to maintain water deliveries to our homes and businesses within the District. WSSC's project will directly address priorities in the state 2023 Colorado Water Plan, as well as the local 2022 South Platte Basin Implementation Plan. In addition, the project will provide increased water supply efficiency through its remote monitoring capability and remote gate control access, aligning well with the WaterSMART goals to fund projects that result in quantifiable water savings and support broader sustainability benefits.

The proposed project is a collaborative effort between agricultural and municipal water users within the WSSC system, like the District. WSSC and the District have been collaborating on ways to both mitigate the adverse impacts caused by removal of water from the system (shares purchased by municipal users with the intent to convert to municipal use in the future), and to improve the overall operational efficiency of the system.

The District is aware of the water efficiency efforts made by WSSC in recent years and supports their ongoing efforts to provide increased water efficiency to District water customers. Because of the



NORTH WELD COUNTY WATER DISTRICT

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benefits the LCC water delivery efficiency project will provide, the District wishes to offer its full support of the grant application filed by WSSC.

Sincerely,

Eric Reckentine
General Manager, North Weld County Water District

February 2, 2024

The Board of Directors
North Weld County Water District
32825 Co Rd 39
Lucerne, CO 80646

Dear Board of Directors:

We are in the process of planning for the audit of the financial statements of North Weld County Water District (the "District") for the year ended December 31, 2023. An important aspect of planning for the audit is communication with those who have responsibility for overseeing the strategic direction of the District and obligations related to the accountability of the District. At the District, these responsibilities and obligations are held by the Board of Directors, collectively and individually; therefore, it is important for us to communicate with each of you in your role as a member of the Board of Directors.

As part of this communication process, we will speak with the Board President or Board Treasurer regarding our responsibilities under generally accepted auditing standards and the planned scope and timing of our audit. The purpose of this letter is to provide each of you with a summary of those discussions and to provide you with the opportunity to communicate with us on matters that may impact our audit.

Our Responsibility Under Generally Accepted Auditing Standards

As stated in our engagement letter addressed to Eric Reckentine and dated November 16, 2023, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

We have been notified that (i) the District is not subject to the Final Rule issued by the Securities and Exchange Commission (SEC), *Custody of Funds or Securities of Clients by Investment Advisors* (Custody Rule), and (ii) there are no other circumstances at present that would require our audit of the financial statements to be conducted in compliance with the SEC's auditor independence rules. Accordingly, our audit of the financial statements is conducted in compliance with independence standards generally accepted in the United States of America, issued by the American Institute of Certified Public Accountants (AICPA). To mitigate the risk of independence violations, we must be notified immediately if there are changes in circumstances, related to compliance with the Custody Rule or otherwise, that could impact whether our audit of the financial statements must be conducted in compliance with the SEC's auditor independence rules.

In accordance with Generally Accepted Government Auditing Standards (GAO Standards), we are required to communicate all noncompliance with provisions of laws, regulations, contracts, or grants that have a material effect on the financial statements that comes to our attention. GAO Standards also require that we report any instances of abuse identified during that audit that could be quantitatively or qualitatively material to the financial statements.

Overview of the Planned Scope and Timing of the Audit

Alisha Watkins is the engagement partner responsible for supervising our services performed as part of this engagement. Our audit fieldwork will include three phases. The planning and preliminary information-gathering and risk assessment phase occurred during January and into February, and the rest of our audit procedures will be performed during April 2023.

To plan an effective audit, we must identify significant risks of misstatement in the financial statements, including those related to changes in the financial reporting framework or changes in the entity's environment, financial condition, or activities, and design procedures to address those risks.

Because management is in a unique position to perpetrate fraud due to its ability to manipulate accounting records and prepare fraudulent financial statements by overriding controls that otherwise appear to be operating effectively, generally accepted auditing standards require that we always consider this to be a significant risk. In addition, we identified the following significant risks of misstatement:

- Existence and accuracy of revenue reported by the District
- Accounting and reporting of significant capital projects, including proper cut-off, accounting for retainages (if any), and treatment of in-service vs. in-progress (where applicable)
- Existence and valuation related to intangible assets held, including water rights, easements and the Soldier Canyon Water Treatment Authority (SCWTA) Treatment Capacity
- Accounting for subscription-based information technology arrangements (SBITA) through implementation of GASB 96

In response to these identified significant risks, we will perform the following:

- Testing of journal entries recorded in the general ledger and other adjustments made in the preparation of the financial statements.
- Review significant capital projects and related contractual commitments, as well as detailed testing of the activity;
- For existence and valuation testing of risk areas identified, we will obtain source documents for revenue and intangible asset amounts recorded
- Obtain a listing of all contracts identified for the District with relevant terms, and test for completeness and accuracy. Based on this listing, we will then test the calculations, if applicable, to validate proper accounting of SBITA;

We will gain an understanding of accounting processes and key internal controls through a review of the accounting procedures questionnaires and control procedures questionnaires prepared by management. We will confirm through observation and inspection procedures that accounting procedures and controls included in the questionnaires have been implemented. We will not express an opinion on the effectiveness of internal control over financial reporting; however, we will communicate to you significant deficiencies and material weaknesses identified in connection with our audit.

The concept of materiality is inherent in our work. We place greater emphasis on those items that have, on a relative basis, more importance to the financial statements and greater possibilities of material error than with those items of lesser importance or those in which the possibility of material error is remote.

Information from You Relevant to Our Audit

An important aspect of this communication process is the opportunity for us to obtain from you information that is relevant to our audit. Your views about any of the following are relevant to our audit:

- The District's objectives and strategies and the related business risks that may result in material misstatements

February 2, 2024

- Matters that you consider warrant particular attention during the audit and any areas where you want to request additional procedures be undertaken
- Significant communications between the District and regulators
- Understanding of the District's relationships and transactions with related parties that are significant to the District and any concerns regarding those relationships or transactions
- The attitudes, awareness, and actions concerning:
 - The District's internal control and its importance to the District, including how the Board of Directors oversees the effectiveness of internal control and the detection or possibility of fraud
 - The detection or possibility of fraud, including whether the Board of Directors has knowledge of any actual, suspected, or alleged fraud affecting the District
 - Any significant unusual transactions the District has entered into
- The actions of the Board of Directors in response to developments in accounting standards, regulations, laws, previous communications from us, and other related matters and the effect of such developments on, for example, the overall presentation, structure, and content of the financial statements, including the following:
 - The relevance, reliability, comparability, and understandability of the information presented in the financial statements
 - Whether all required information has been included in the financial statements and whether such information has been appropriately classified, aggregated or disaggregated, and presented

If you have any information to communicate to us regarding the above or any other matters you believe are relevant to the audit, or if you would like to discuss the audit in more detail, please call Alisha Watkins at (248)-252-5240 or Chris Otto at (970)282-5403 as soon as possible.

Thank you for your time and consideration in this important aspect of the audit process. You can expect to hear from us again after the completion of our audit when we will report to you the significant findings from the audit.

Very truly yours,

Plante & Moran, PLLC



Alisha M. Watkins, CPA
Partner



Chris Otto, CPA
Partner