

**WILLOW BROOK METROPOLITAN DISTRICT
SPECIAL MEETING AGENDA**

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
EJ Olbright	President	May 2023
Mat Sherwood	Vice President	May 2025
Michael Good	Secretary	May 2025
Randy Lewis	Director	May 2023
Vacancy	Director	May 2023

DISTRICT INFORMATION AND PUBLIC DOCUMENTS ARE POSTED ON THE DISTRICT’S WEBSITE AT: willowbrookmd.colorado.gov

DATE: Friday, December 2, 2022

TIME: 2:30 PM

**PLACE: VIRTUAL MEETING AND IN-PERSON MEETING AT
THE GATE HOUSE**

Join Zoom Meeting

<https://us06web.zoom.us/j/96589633756?pwd=TkVFfa2FYWXJuK3U0VkhXZ3JuaDZPZz09>

Meeting ID: 965 8963 3756

Passcode: 773369

One tap mobile

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***FOR THOSE CALLING IN, PLEASE PRESS *6 TO MUTE/UNMUTE
YOUR PHONE***

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Formal actions may be taken on one or more of the following items on the agenda.

- I. ADMINISTRATIVE MATTERS
 - A. Call to Order
 - B. Present Disclosures of Potential Conflicts of Interest
 - C. Solicit Public Comment (for non-agenda items – 3 minute time limit)
 - D. Approval of Agenda
 - E. Review and Approve Minutes of the September 2, 2022 Meeting (enclosure)
Motion by Director _____ to approve the minutes as presented. Upon second by Director _____, vote is taken.
 - F. Board Vacancy/Appointment
Motion by Director _____ to appoint _____ to the Board. Upon second by Director _____, vote is taken.

- II. RANCH MANAGER’S REPORT
 - A. Discussion Regarding Front-End Loader

- III. ELECTION APPROVED PROJECTS
 - A. Mail Box Project – discussion regarding next steps
 - B. Trash Enclosure Project – discussion regarding next steps

- IV. FINANCIAL/ADMINISTRATIVE ITEMS
 - A. Consider Approval and Ratification of Claims (enclosure)
 - Motion by Director _____ to approve/ratify claims as presented. Upon second by Director _____, vote is taken.*
 - B. Review Financial Statements for the Period Ended November 30, 2022 and Cash Position for the Period Ended November 29, 2022 (enclosures)
 - Motion by Director _____ to accept financial statements as presented. Upon second by Director _____, vote is taken.*
 - C. Discussion Regarding Fuel Reduction Project Loan
 - 1. Approval of Loan Resolution
 - D. Conduct Public Hearing to Adopt 2023 Budget/Public Comment/Close Public Hearing
 - 1. Review 2023 Budget
 - 2. Motion to Adopt 2023 Budget, Appropriate 2023 Expenditures, and Certification of Mill Levies
 - Motion by Director _____ to approve the 2023 budget, authorize the District’s Manager to certify mill levies to Summit County, and appropriate 2023 expenditures. Upon second by Director _____, vote is taken.*

- V. WATER SYSTEM UPDATE
 - A. GWUDI Assessment – Groundwater Testing - Plummer
 - 1. Ratify Original Contract (\$9,200)
 - 2. Approve Contract Amendment (\$15,517)
 - B. Possible Required Treatment
 - C. Discussion Regarding Cost Analysis to Homeowners – TOS vs. District
 - D. Update – Well Drilling

- VI. PROJECT UPDATES
 - A. Meter Installation Project
 - B. Other Projects

- VII. DIRECTORS’ ITEMS
 - 1. Weed Management
 - 2. Town of Silverthorne Projects – Monitoring
 - 3. Hay Harvest

- VIII. OTHER BUSINESS

IX. ADJOURNMENT

*Motion by Director _____ to adjourn. Upon second by Director _____,
vote is taken.*

The next regular meeting of the Board of Directors of the Willow Brook Metropolitan District will be held on February 17, 2023. Notice of said meeting will be provided prior to the meeting.

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**MINUTES OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS OF THE
WILLOW BROOK METROPOLITAN DISTRICT
HELD
September 2, 2022**

ATTENDANCE: The special meeting of the Board of Directors of the Willow Brook Metropolitan District was called and held on Friday, September 2, 2022 at 2:30 p.m. via teleconference and in person at The Gate House, 524 Ruby Road, Silverthorne, CO, in accordance with Colorado law. The following Directors were present and confirmed their qualification to serve on the Board:

EJ Olbright, President
Mat Sherwood, Vice President
Michael Good, Secretary
Randy Lewis, Director
Vacancy

Others identified in attendance:

Marcos Pacheco; Community Resource Services of Colorado, LLC
Carl Oppedahl
Becky Tomasek
Cathi Wingate
David Radlauer
Ed Levy
Don Samuels
Marina Larson
Nan Anderson

CALL TO ORDER: Director Olbright noted that a quorum of the Board was present, and the meeting was called to order at 2:32 p.m. Director Lewis noted that this is a limited purpose meeting

DISCLOSURE OF CONFLICTS OF INTEREST: Director Olbright inquired whether members of the Board had any conflicts of interest on matters coming before the Board to which there were none.

PUBLIC COMMENT Marina Larson apologized for her open mic comment. She suggested that Mr. Pacheco needs to mute people more promptly. She never received notice she had been muted.

APPROVAL OF AGENDA: Director Good moved that the Board approve the agenda as presented. Upon a second by Director Sherwood, a vote was taken, and the motion carried unanimously.

RESERVE POLICY

Director Lewis reported on the proposed general fund reserve policy. He outlined the goals of this policy and how those goals will be accomplished. He feels this sets a good target to work toward as a District. The Board will be strict in maintaining their goals. There was then extensive discussion. Director Olbright then spoke about the future costs that could arise that would call on these funds. Ms. Larson then asked questions about language. She feels the policy is outside of the opinion of District Counsel. Director Lewis provided clarification related to her concern. Mr. Oppedahl then offered comments. He complimented the cleaning of culverts and the proactiveness of the work. Director Good moved the Board to adopt the reserve policy. Upon a second by Director Sherwood, a vote was taken, and the motion carried unanimously.

ELECTION

Director Lewis provided a thorough explanation on each question that is proposed in the upcoming election. Ms. Larson asked the Board what the current number after the current adjustment for inflation and growth is. She would like the ranges of numbers between the two numbers. She thinks its important people know this information. She then asked about the fee being used for day-to-day operations. She asked about using a tax instead. Director Lewis provided clarifications. Finally, she has questions on the improvement questions, and they will be sent to board@wbmetro. Mr. Levy asked the Board for an amount of people that have a voting right in the district. Since he is out of state, he was curious. Director Lewis responded it is about 50% of the owners. Mr. Pacheco responded that there are approximately 75 eligible electors within the District. Next, Mr. Samuels commented that, when he was on the board, we couldn't deal with \$210k anymore. He suggested the index which should be used. There was a resolution that pushed this number. Director Lewis moved that the Board approve, subject to addressing minor changes suggested and including naming the index, the ballot questions as presented. Upon a second by Director Good, a vote was taken, and the motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 3:08 p.m.

Respectfully submitted,

Secretary for the Meeting

What's Happening at Ruby Ranch

Fall 2022

It's been snowing, so the Ranch plow truck is setup again for winter. Plow blade is back on with new cutting edges, and new plow shoes. Sander is back on and working well. New tires are on the truck for winter only. Original tires will go back on for summer. I've plowed the ranch a few times now, and Jon Rovic plowed for me when I was gone. It will be much easier to plow once the roads freeze up.

The driveway plow contracts are coming in now and I've begun plowing residential driveways.

EJ had me make a list of all the culverts at the Ranch. After two hours of training in ARC GIS, I mapped all the culverts. While inspecting and cataloging culverts, I found two that were clogged and needed cleaning. Snowbridge, Inc. couldn't get here this fall, so we are in line to get them cleaned next summer. We also found two culverts that needed replacing before the spring runoff because the bottoms were rusted out. Stan Miller Excavating came in and replaced them with new plastic culverts that will last forever. When they finished, I put down grass seed on the disturbed soil and covered with straw matting.

I have also replaced many fence poles and with Carl's help I straightened six or seven leaning posts along the corral.

Stan Miller Excavating also made a pad and spoil pit for Golden Eagle Drilling's drill rig at the new well site. Golden Eagle Drilling is scheduled to drill very soon.

EJ still has a pretty big list for me, in case it doesn't start dumping snow soon. Thanks for having me here. This is like working in a National Park. Lots of animals and open spaces.

Jim Neilsen - Ranch Manager

**WILLOW BROOK METROPOLITAN DISTRICT
CASH POSITION
Year to Date (YTD) as of October 31, 2022
Adjusted as of November 21, 2022**

Account Activity Item Description	InBank	INVESTMENT				TOTAL ALL ACCOUNTS
		ColoTrust Plus Average Monthly Yield 3.2063%		Colotrust Yield 2.7009% Edge	InBank CD	
		General	CTF			
BEGINNING BANK BALANCE	\$ 92,652	\$ 66,053	\$ 544	\$ 300,130	\$ -	\$ 459,379
YTD credits - Total deposits, wires and transfers	1,421,529	667,192	481	2,887	400,000	2,492,089
YTD debits - Total vouchers, wires and transfers	(1,351,301)	(660,494)	-	(297,507)	-	(2,309,302)
YTD bank balance	162,880	72,751	1,025	5,510	400,000	642,166
Less outstanding checks	(23,981)	-	-	-	-	(23,981)
Book balance at end of period - agrees to page 2 ending fund allocation	138,899	72,751	1,025	5,510	400,000	618,185
Less amount restricted for Conservation Trust Funds	-	-	(1,025)	-	(400,000)	(401,025)
UNRESTRICTED/UNALLOCATED BALANCE AT END OF PERIOD	138,899	72,751	-	5,510	-	217,160
Current period activity						
Deposits	13,822	-	-	-	-	13,822
Payroll	(2,163)	-	-	-	-	(2,163)
Current payables	(21,171)	-	-	-	-	(21,171)
Auto payments - utilities	(7,964)	-	-	-	-	(7,964)
Total current period adjustments	(17,476)	-	-	-	-	(17,476)
CURRENT UNRESTRICTED/UNALLOCATED BALANCE	\$ 121,423	\$ 72,751	\$ -	\$ 5,510	\$ -	\$ 199,684

CD transfer to checking	400,000.00
Payment off InBank existing loan	(323,000.00)
Payment of InBank first loan	(63,800.00)
Grant receipt from county to be rec'd 12/22	149,000.00
Well electrical & piping	(15,000.00)
Well 12/22	(25,000.00)
Culverts	(38,316.06)
Valve Box	(3,903.86)
estimated expenditures Nov & Dec	(55,000.00)
Total 12/22	224,664.08
Received from county in 2023	56,000.00
Schofield pump spring 2023	(15,000.00)
Funding for Schofield from SRF spring 2023	15,000.00
Total summer 2023	280,664.08

	Property taxes	General Fund	Capital Fund
		335,335.00	193,367.00
Property tax cash flow			
Jan-23	-		
Feb-23	13.43%	45,035.49	25,969.19
Mar-23	32.65%	109,486.88	63,134.33
Apr-23	5.56%	18,644.63	10,751.21
May-23	21.96%	73,639.57	42,463.39
Jun-23	5.41%	18,141.62	10,461.15
Jul-23	20.99%	70,386.82	40,587.73
Aug-23	-		
Sep-23	-		
Oct-23	-		
Nov-23	-		
Dec-23	-		

**WILLOW BROOK METROPOLITAN DISTRICT
FUND ALLOCATION OF AVAILABLE BALANCES
Year to Date (YTD) as of October 31, 2022**

Account Activity Item Description	General	Capital Water Projects	Water	Road Paving	Total All Funds
Beginning fund balances	\$ 100,345	\$ 263,431	\$ 30	\$ 67,229	\$ 431,035
YTD DEPOSITS					
Conservation trust fund	399	-	-	-	399
Grant funds - wildfire reduction	29,114	-	-	-	29,114
Safety grant funds	2,094	-	-	-	2,094
US Forestry grant	-	125,000	-	-	125,000
Interest	4,137	19	-	13	4,169
General fund reserve fee	20,202	-	-	-	20,202
Unrealized loss	(1,703)	-	-	-	(1,703)
Miscellaneous	258	-	190	-	448
Property taxes	324,434	120,876	-	79,700	525,010
Specific ownership taxes	12,682	4,868	-	3,210	20,760
Project reserve fee	-	-	30,273	-	30,273
Snow removal	7,299	-	-	-	7,299
Stable/Meadow fees & deposits	500	-	-	-	500
Trash service fees	10,153	-	-	-	10,153
Water service charges	-	-	59,455	-	59,455
Total deposits	409,569	250,763	89,918	82,923	833,173
YTD total payables and transfers	(293,227)	(584,017)	(78,962)	(12,817)	(969,023)
OTHER FINANCING SOURCES					
Transfer (to) from other funds	(15,000)	-	15,000	-	-
Bank loan proceeds	-	323,000	-	-	323,000
Total other financing sources	(15,000)	323,000	15,000	-	323,000
YTD ending available fund balances	\$ 201,687	\$ 253,177	\$ 25,986	\$ 137,335	\$ 618,185

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WILLOW BROOK METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
Budget vs Actual
For the Ten Months Ended October 31, 2022
With Comparative Amounts for the Year Ended December 31, 2021
Unaudited

	2021 Audit	2022 Budget Modified Accrual	2022 Forecast	YTD Actual Cash Basis	YTD Variance Over (Under)	Percent of Budget YTD 83%
REVENUES						
Conservation trust fund	\$ 291	\$ 200	\$ 399	\$ 399	\$ 199	200%
Grant funds - wildfire reduction	900	8,500	29,114	29,114	20,614	343%
Safety grant funds	-	-	2,094	2,094	2,094	-
Interest	1,352	1,000	4,300	4,137	3,137	414%
Unrealized gain/(loss)	(300)	-	(1,703)	(1,703)	(1,703)	-
General fund reserve fees	-	33,000	33,000	20,202	(12,798)	61%
Miscellaneous	354	-	258	258	258	-
Property taxes and abatements	266,246	321,524	324,434	324,434	2,910	101%
Specific ownership taxes	13,953	22,600	15,000	12,682	(9,918)	56%
Snow removal	6,053	18,000	18,000	7,299	(10,701)	41%
Stable/Meadow fees & deposits	3,425	2,000	500	500	(1,500)	25%
Trash service fees	11,557	13,000	11,000	10,153	(2,847)	78%
Total revenues	303,831	419,824	436,396	409,569	(10,255)	98%
EXPENDITURES						
Administrative						
Audit	10,000	12,000	12,000	12,000	-	100%
County treasurer fees	13,346	16,077	16,077	16,042	(35)	100%
District management and accounting	86,325	80,000	80,000	56,181	(23,819)	70%
Election	380	2,000	17,000	500	(1,500)	25%
GIS project	5,618	-	-	-	-	-
Insurance and SDA dues	8,234	8,000	11,504	11,504	3,504	144%
Legal	12,266	10,000	12,000	4,522	(5,478)	45%
Miscellaneous	4,544	4,000	4,000	3,237	(763)	81%
Signage design proposal	-	40,000	40,000	6,209	(33,791)	16%
Trash enclosure improvements	-	3,000	-	-	(3,000)	0%
Trash removal	16,528	16,000	20,000	16,789	789	105%
Utilities	9,034	10,800	10,800	9,711	(1,089)	90%
Weeds	2,755	200	200	-	(200)	0%
SE Group - NEPA study	58,227	-	-	-	-	-
Emergency reserve contribution (3%)	-	12,595	12,595	-	(12,595)	0%
Operations and maintenance						
Gate	1,997	1,000	3,600	3,570	2,570	357%
General maintenance	490	2,000	2,000	557	(1,443)	28%
Ranch manager						
Salary	47,250	60,750	60,750	57,116	(3,634)	94%
Payroll taxes	3,971	4,875	10,000	6,732	1,857	138%
Benefits (including bonus, less employee reim)	317	2,850	8,281	7,187	4,337	252%
Back-up support	-	4,350	4,350	-	(4,350)	0%
Irrigation						
Irrigation/meadow management	1,482	-	423	423	423	-
Hay meadows and fencing						
Drag hay meadows	-	1,500	1,500	-	(1,500)	0%
Meadow fencing and repairs	969	500	500	-	(500)	0%
Rock removal/fill/compact	17	500	500	-	(500)	0%
Soil testing/treatment/drag/seed	-	500	500	-	(500)	0%
Weed spraying and rodent removal	-	2,000	2,000	-	(2,000)	0%
Roads						
Truck (including fuel)	83,329	10,000	10,000	5,795	(4,205)	58%
Postal route	-	15,000	-	-	(15,000)	0%
Road Improvements	18,972	10,000	37,011	37,011	27,011	370%
Roads - magnesium chloride	-	14,000	-	-	(14,000)	0%
Equipment rental	-	14,000	4,700	4,700	(9,300)	34%
Snow plowing salt and sand	1,695	1,000	3,000	2,501	1,501	250%
Stable - equestrian center						
Barn remodel	17,585	-	2,625	2,625	2,625	-
Stable security	605	-	265	265	265	-
Stable Maintenance - Fencing	21	-	-	-	-	-
Replace compact fluorescents with bulbs	-	100	100	50	(50)	50%
Total expenditures	405,957	359,597	388,281	265,227	(94,370)	74%
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES						
	(102,126)	60,227	48,115	144,342	84,115	240%
OTHER FINANCING (SOURCES) USES						
Transfer to water operations fund	(53,969)	(33,100)	(33,100)	(15,000)	18,100	45%
Transfer to capital projects fund	(6,900)	-	-	-	-	-
Transfer from road paving fund	103,330	8,887	7,401	-	(8,887)	0%
Total other financing sources (uses)	42,461	(24,213)	(25,699)	(15,000)	9,213	62%
NET CHANGE IN FUND BALANCE						
	(59,665)	\$ 36,014	\$ 22,416	129,342	\$ 93,328	
BEGINNING FUND BALANCE						
	217,979			100,345		
ENDING FUND BALANCE						
	\$ 158,314			\$ 229,687		

WILLOW BROOK METROPOLITAN DISTRICT
CAPITAL WATER PROJECTS FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
Budget vs Actual
For the Ten Months Ended October 31, 2022
With Comparative Amounts for the Year Ended December 31, 2021
Unaudited

	2021 Audit Modified Accrual	Adopted 2022 Budget Modified Accrual	YTD Actual Cash Basis	YTD Variance Over (Under)	Percent of Budget YTD 83%
REVENUES					
Property taxes - water project	\$ 126,503	\$ 121,153	\$ 120,876	\$ (277)	100%
Specific ownership taxes	6,638	8,500	4,868	(3,632)	57%
Interest	321	100	19	(81)	19%
Grant	-	-	125,000	125,000	-
Total revenues	<u>133,462</u>	<u>129,753</u>	<u>250,763</u>	<u>121,010</u>	<u>193%</u>
EXPENDITURES					
County treasurer fees	6,341	6,058	6,045	(13)	100%
District management	25,000	-	-	-	-
PRV connection of 2 systems	70,000	-	83,224	83,224	-
Fire reduction project	-	-	381,180	381,180	-
District management	-	-	9,531	9,531	-
Election	-	-	11,868	11,868	-
Legal	-	-	6,601	6,601	-
Water system improvements	-	-	-	-	-
SRF loan principal	71,278	73,071	73,070	(1)	100%
SRF loan interest	42,291	40,498	40,498	-	100%
Total expenditures	<u>214,910</u>	<u>119,627</u>	<u>612,017</u>	<u>492,390</u>	<u>512%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(81,448)</u>	<u>10,126</u>	<u>(361,254)</u>	<u>(371,380)</u>	<u>-3568%</u>
OTHER FINANCING SOURCES					
SRF loan proceeds	124,674	-	-	-	-
InBank loan	-	-	323,000	323,000	-
Total other financing sources	<u>124,674</u>	<u>-</u>	<u>323,000</u>	<u>323,000</u>	<u>0%</u>
NET CHANGE IN FUND BALANCE	43,226	<u>\$ 10,126</u>	(38,254)	<u>\$ (48,380)</u>	
BEGINNING FUND BALANCE	220,674		263,431		
ENDING FUND BALANCE	<u>\$ 263,900</u>		<u>\$ 225,177</u>		

WILLOW BROOK METROPOLITAN DISTRICT
WATER UTILITY FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
Budget vs Actual
For the Ten Months Ended October 31, 2022
With Comparative Amounts for the Year Ended December 31, 2021
Unaudited

	2021 Audit Modified Accrual	Adopted 2022 Budget Modified Accrual	YTD Actual Cash Basis	YTD Variance Over (Under)	Percent of Budget YTD 83%
REVENUES					
Water service charges	\$ 75,357	\$ 104,250	\$ 59,455	\$ (44,795)	57%
Matching grant monies - meters	-	25,000	-	(25,000)	0%
Project reserve fee (\$75/month)	-	49,500	30,273	(19,227)	61%
Miscellaneous	1,879	-	190	190	-
Total revenues	<u>77,236</u>	<u>178,750</u>	<u>89,918</u>	<u>(88,832)</u>	<u>50%</u>
EXPENDITURES					
Maintenance contract	31,365	30,900	26,062	(4,838)	84%
Quarterly tank inspections	-	1,500	-	(1,500)	0%
5-yr comprehensive tank inspection (annual)	-	1,300	-	(1,300)	0%
Annual backflow testing and reporting	-	1,340	-	(1,340)	0%
Lead and copper sampling	-	1,000	-	(1,000)	0%
Compliance sampling	-	1,000	-	(1,000)	0%
Monitoring plan	-	2,720	-	(2,720)	0%
Emergency response plan	-	340	-	(340)	0%
Backflow - Barn	1,414	-	1,414	1,414	-
Barn water	11,148	-	-	-	-
Initial BPCCC system survey	-	680	-	(680)	0%
Replace piping inside filing #1 well vault	-	15,000	-	(15,000)	0%
Ranch manager salary/benefits	-	24,275	-	(24,275)	0%
New meter installation	-	50,000	-	(50,000)	0%
Videotaping wells	14,744	-	-	-	-
Annual fire hydrant maintenance	-	750	720	(30)	96%
Repairs and maintenance	24,246	10,000	20,382	10,382	204%
Tap agreement expense	10,000	-	-	-	-
Utilities - Town of Silverthorne	125	120	142	22	118%
Utility billing	14,104	10,000	14,238	4,238	142%
Water testing	2,701	2,500	476	(2,024)	19%
Water system repairs	4,667	-	-	-	-
Water well evaluation/improvements	2,484	58,360	15,528	(42,832)	27%
Water well repairs and maintenance	20,816	-	-	-	-
Total expenditures	<u>137,814</u>	<u>211,785</u>	<u>78,962</u>	<u>(132,823)</u>	<u>37%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(60,578)</u>	<u>(33,035)</u>	<u>10,956</u>	<u>43,991</u>	<u>-33%</u>
OTHER FINANCING SOURCES					
Transfer from general fund	53,969	33,100	15,000	(18,100)	45%
Total other financing sources	<u>53,969</u>	<u>33,100</u>	<u>15,000</u>	<u>(18,100)</u>	<u>0</u>
NET CHANGE IN FUND BALANCE	(6,609)	<u>\$ 65</u>	25,956	<u>\$ 25,891</u>	
BEGINNING FUND BALANCE	11,453		30		
ENDING FUND BALANCE	<u>\$ 4,844</u>		<u>\$ 25,986</u>		

WILLOW BROOK METROPOLITAN DISTRICT
ROAD PAVING FUND
STATEMENT OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE
Budget vs Actual
For the Ten Months Ended October 31, 2022
With Comparative Amounts for the Year Ended December 31, 2021
Unaudited

	2021 Audit Modified Accrual	Adopted 2022 Budget Modified Accrual	YTD Actual Cash Basis	YTD Variance Over (Under)	Percent of Budget YTD 83%
REVENUES					
Property taxes - road paving	\$ 85,026	\$ 79,882	\$ 79,700	\$ (182)	100%
Specific ownership taxes	4,429	5,600	3,210	(2,390)	57%
Interest	214	-	13	13	-
Total revenues	<u>89,669</u>	<u>85,482</u>	<u>82,923</u>	<u>(2,559)</u>	<u>97%</u>
EXPENDITURES					
County treasurer fees	4,262	3,995	3,986	(9)	100%
Road paving project	-	-	-	-	-
Loan payment principal	55,000	55,000	-	(55,000)	0%
Loan payment interest	19,800	17,600	8,831	(8,769)	50%
Total expenditures	<u>79,062</u>	<u>76,595</u>	<u>12,817</u>	<u>(63,778)</u>	<u>17%</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>10,607</u>	<u>8,887</u>	<u>70,106</u>	<u>61,219</u>	<u>789%</u>
OTHER FINANCING USES					
Transfer to general fund	(103,330)	(8,887)	-	8,887	-
Total other financing uses	<u>(103,330)</u>	<u>(8,887)</u>	<u>-</u>	<u>8,887</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	<u>(92,723)</u>	<u>\$ -</u>	<u>70,106</u>	<u>\$ 70,106</u>	
BEGINNING FUND BALANCE	93,035		67,229		
ENDING FUND BALANCE	<u>\$ 312</u>		<u>\$ 137,335</u>		

New Fuel Reduction Project Loan

	Loan Balance	Interest Payment	Principal Payment	Total Payment
Through June 30, 2023	\$ 150,000.00	\$ 5,347.50	\$ 25,000.00	\$ 30,347.50
Through Dec 31, 2023	\$ 125,000.00	\$ 4,456.25	\$ 25,000.00	\$ 29,456.25
Through June 30, 2024	\$ 100,000.00	\$ 3,565.00	\$ 25,000.00	\$ 28,565.00
Through Dec 31, 2024	\$ 75,000.00	\$ 2,673.75	\$ 25,000.00	\$ 27,673.75
Through June 30, 2025	\$ 50,000.00	\$ 1,782.50	\$ 25,000.00	\$ 26,782.50
Through Dec 31, 2025	\$ 25,000.00	\$ 891.25	\$ 25,000.00	\$ 25,891.25
			Total Payments	\$ 168,716.25
Rate =	7.13%			

**WILLOW BROOK METRO DISTRICT
ASSESSED VALUATION - SUMMIT COUNTY**

	2021	2022	Preliminary 2023	Fuel Reduction Loan Option 2	Fuel Reduction Loan Option 3
Assessed Valuation	\$ 5,825,620	\$ 6,637,710	\$ 6,782,390	\$ 6,782,390	\$ 6,782,390
MILL LEVY					
General Fund	43.300	48.300	43.490	43.490	43.490
Abatements	4.510	0.226	1.226	1.226	1.226
Contractual Obligations	20.600	18.200	19.200	19.200	19.200
Fuel Reduction			20.000	10.000	5.000
Trash enclosure (2023 only)			5.417	5.417	5.417
Mailboxes (2023 Only)			3.838	3.838	3.838
Capital Expenditures	13.746	12.000	13.000	13.000	13.000
Total Mill Levy	82.156	78.726	106.171	96.171	91.171
PROPERTY TAXES					
General Fund	252,249	320,601	294,966	294,966	294,966
Abatements-General	14,652	923	849	849	849
Contractual Obligations	120,007	120,805	130,221	130,221	130,221
Fuel Reduction Loan (20 mills)			135,647	67,823	33,911
Abatements-Contractual	6,971	348	375	375	375
Trash enclosure			36,741	36,741	36,741
Mailboxes			26,030	26,030	26,030
Road Paving Fund	80,079	79,653	88,171	88,171	88,171
Abatements-Road Pavement Fund	4,651	229	254	254	254
Total Property Taxes	\$ 478,609	\$ 522,559	\$ 713,254	\$ 645,430	\$ 611,518

**WILLOW BROOK METROPOLITAN DISTRICT
GENERAL FUND
2023 PROPOSED BUDGET
WITH 2021 ACTUAL, 2022 BUDGET, 2022 YTD ACTUAL AND 2022 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2021 Actual Modified Accrual	2022 Budget Modified Accrual	Actual 10/31/2022 Cash Basis	2022 Estimated Modified Accrual	2023 Proposed Modified Accrual
REVENUES					
Conservation trust fund	\$ 291	\$ 200	\$ 399	\$ 399	\$ 300
Grant funds - wildfire reduction	900	8,500	29,114	29,114	-
Safety grant	-	-	2,094	2,094	-
Interest	1,352	1,000	4,137	4,300	4,000
Unrealized gain/loss	(300)	-	(1,703)	(1,703)	-
General fund reserve fees (5 mills)	-	33,000	20,202	33,000	33,000
Miscellaneous	354	-	258	258	-
Property taxes	266,246	321,524	324,434	324,434	295,000
Specific ownership taxes	13,953	22,600	12,682	15,000	14,800
Snow removal	6,053	18,000	7,299	18,000	18,000
Stable/meadow fees and deposits	3,425	2,000	500	500	1,000
Trash service fees	11,557	13,000	10,153	11,000	12,100
Total revenues	303,831	419,824	409,569	436,396	378,200
EXPENDITURES					
<u>Administrative</u>					
Audit	10,000	12,000	12,000	12,000	12,000
County treasurer fees	13,346	16,077	16,042	16,077	14,750
District management and accounting	86,325	80,000	56,181	80,000	80,000
Election	380	2,000	500	2,000	10,000
GIS project	5,618	-	-	-	-
Insurance and SDA dues	8,234	8,000	11,504	11,504	12,000
Legal	12,266	10,000	4,522	10,000	12,000
Miscellaneous	4,544	4,000	3,237	4,000	4,000
Signage design proposal/improvements	-	40,000	6,209	6,209	-
Trash removal	16,528	16,000	16,789	20,000	20,000
Utilities	9,034	10,800	9,711	10,800	10,800
Weeds	2,755	200	-	200	15,000
SE Group - NEPA study	58,227	-	-	-	-
Emergency reserve contribution (3%)	-	12,595	-	12,595	11,346
<u>Operations and maintenance</u>					
Gate	1,997	1,000	3,570	3,600	1,000
Repairs and maintenance general	490	2,000	557	2,000	2,000
<u>Ranch manager</u>					
Salary	47,250	60,750	57,116	60,750	60,750
Payroll taxes	3,971	4,875	6,732	10,000	10,000
Benefits (including bonus)	317	2,850	7,187	8,281	9,000
Back-up support	-	4,350	-	4,350	4,350
<u>Irrigation</u>					
Irrigation/meadow management	1,482	-	423	423	500
<u>Hay meadows and fencing</u>					
Drag hay meadows (\$599/6 hours x 2 days)	-	1,500	-	1,500	1,500
Meadow fencing & repairs	969	500	-	500	500

**WILLOW BROOK METROPOLITAN DISTRICT
GENERAL FUND
2023 PROPOSED BUDGET
WITH 2021 ACTUAL, 2022 BUDGET, 2022 YTD ACTUAL AND 2022 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2021 Actual	2022 Budget	Actual 10/31/2022	2022 Estimated	2023 Proposed
Rock removal/fill/compact	17	500	-	500	500
Soil testing/treatment/drag/seed	-	500	-	500	500
Weed spraying and rodent removal	-	2,000	-	2,000	2,000
Roads					
Truck/accessories/gas/insurance	83,329	10,000	5,795	10,000	10,000
Postal route	-	15,000	-	-	-
Road improvements	18,972	10,000	24,064	30,000	10,000
Culverts (3)	-	-	51,263	51,263	-
Roads - magnesium chloride	-	14,000	-	-	-
Equipment Rental	-	14,000	4,700	4,700	5,000
Snow plowing salt and sand	1,695	1,000	2,501	3,000	2,000
Stable - equestrian center					
Barn remodel	17,585	-	2,625	2,625	-
Stable security	605	-	265	265	-
Stable fencing	21	-	-	-	-
Replace compact fluorescents with bulbs	-	100	50	100	100
Total expenditures	<u>405,957</u>	<u>356,597</u>	<u>303,543</u>	<u>381,742</u>	<u>321,596</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(102,126)</u>	<u>63,227</u>	<u>106,026</u>	<u>54,654</u>	<u>56,604</u>
OTHER FINANCING SOURCES (USES)					
Transfer (to) from road paving fund (truck purchase)	103,330	8,887	-	7,401	18,103
Transfer to capital project fund	(6,900)	-	-	-	-
Transfer to water operations fund (10% property taxes)	(53,969)	(33,100)	(15,000)	(33,100)	-
Total other financing sources (uses)	<u>42,461</u>	<u>(24,213)</u>	<u>(15,000)</u>	<u>(25,699)</u>	<u>18,103</u>
NET CHANGE IN FUND BALANCE	(59,665)	<u>\$ 39,014</u>	<u>\$ 91,026</u>	28,955	74,707
BEGINNING FUND BALANCE	<u>217,979</u>			<u>158,314</u>	<u>187,269</u>
ENDING FUND BALANCE	<u>\$ 158,314</u>			<u>187,269</u>	<u>\$ 261,976</u>

**WILLOW BROOK METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2023 PROPOSED BUDGET
WITH 2021 ACTUAL, 2022 BUDGET, 2022 YTD ACTUAL AND 2022 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2021 Actual Modified Accrual	2022 Budget Modified Accrual	Actual 10/31/2022 Cash Basis	2022 Estimated Modified Accrual	2023 Proposed Modified Accrual
REVENUES					
Property taxes - SRF Loan	\$ 126,503	\$ 121,153	\$ 120,876	\$ 121,153	\$ 193,367
Property taxes - Mail Boxes					36,741
Property taxes - Trash Enclosure					26,030
Property taxes - Fuel Reduction Loan (20 mills)					135,637
Specific ownership taxes	6,638	8,500	4,868	5,800	9,700
Interest	321	100	19	19	-
Grant - USFS	-	-	125,000	125,000	-
Grant Summit County	-	-	-	149,000	-
Total revenues	133,462	129,753	250,763	400,972	401,475
EXPENDITURES					
County treasurer fees	6,341	6,058	6,045	6,058	9,668
District management and accounting	25,000	-	9,531	28,500	-
Election	-	-	11,868	24,000	-
Legal	-	-	6,601	10,000	-
SRF loan principal	71,278	73,071	73,070	73,070	74,909
SRF loan interest	42,291	40,498	40,498	40,498	38,660
Fuel Reduction Initial Loan principal	-	-	-	323,000	-
Fuel Reduction Initial Loan interest	-	-	-	5,626	-
Fuel Reduction Final Loan principal	-	-	-	-	120,000
Fuel Reduction Final Loan interest	-	-	-	-	15,647
PRV connection of 2 systems	70,000	-	83,224	83,224	-
Fire reduction project	-	-	381,180	381,180	-
Mail box project	-	-	-	-	36,741
Trash enclosure improvements	-	-	-	-	26,030
Total expenditures	214,910	119,627	612,017	975,156	321,655
EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES	(81,448)	10,126	(361,254)	(574,184)	79,820
OTHER FINANCING SOURCES					
SRF loan proceeds	124,674	-	-	-	-
Loan proceeds	-	-	323,000	323,000	-
Total other financing sources	124,674	-	323,000	323,000	-
NET CHANGE IN FUND BALANCE	43,226	\$ 10,126	\$ (38,254)	(251,184)	79,820
BEGINNING FUND BALANCE	220,674			263,900	12,716
ENDING FUND BALANCE	\$ 263,900			\$ 12,716	\$ 92,536

WILLOW BROOK METROPOLITAN DISTRICT
WATER OPERATIONS FUND
2023 PROPOSED BUDGET
WITH 2021 ACTUAL, 2022 BUDGET, 2022 YTD ACTUAL AND 2022 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,

	2021 Actual <u>Modified Accrual</u>	2022 Budget <u>Modified Accrual</u>	Actual 10/31/2022 <u>Cash Basis</u>	2022 Estimated <u>Modified Accrual</u>	2023 Proposed <u>Modified Accrual</u>
REVENUES					
Water service charges	\$ 75,357	\$ 104,250	\$ 59,455	\$ 104,250	\$ 125,618
Matching grant monies - meters	-	25,000	-	25,000	-
Project reserve fee (\$75/month)	-	49,500	30,273	49,500	49,500
Miscellaneous	1,879	-	190	190	-
Total revenues	<u>77,236</u>	<u>178,750</u>	<u>89,918</u>	<u>178,940</u>	<u>175,118</u>
EXPENDITURES					
Maintenance contract (basic services)	31,365	30,900	26,062	30,900	30,900
Quarterly tank inspections	-	1,500	-	1,500	1,500
5-yr comprehensive tank inspection (annual)	-	1,300	-	1,300	1,300
Annual backflow testing and reporting	-	1,340	-	1,340	1,340
Lead and copper sampling	-	1,000	-	1,000	1,000
Compliance sampling	-	1,000	-	1,000	1,000
Monitoring plan	-	2,720	-	2,720	2,720
Emergency response plan	-	340	-	340	340
Backflow - Barn	1,414	-	1,414	1,414	1,500
Barn water	11,148	-	-	-	-
Initial BPCCC system survey	-	680	-	680	680
Replace piping inside filling #1 well vault	-	15,000	-	15,000	15,000
Ranch manager salary/benefits	-	24,275	-	24,275	24,275
New meter installation	-	50,000	-	-	30,000
Videotaping wells	14,744	-	-	-	-
Annual fire hydrant maintenance	-	750	720	720	750
Repairs and maintenance	24,246	10,000	20,382	22,000	20,000
Tap agreement expense	10,000	-	-	-	-
Utilities - Town of Silverthorne	125	120	142	200	200
Utility billing	14,104	10,000	14,238	15,000	15,000
Water testing	2,701	2,500	476	2,500	2,500
GWUDI Assessment	-	-	-	9,200	16,000
Water system improvements	4,667	-	-	-	-
Well repairs and maintenance	20,816	-	-	25,000	-
Well water evaluation/improvements	2,484	58,360	15,528	58,360	-
Total expenditures	<u>137,814</u>	<u>211,785</u>	<u>78,962</u>	<u>214,449</u>	<u>166,005</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(60,578)</u>	<u>(33,035)</u>	<u>10,956</u>	<u>(35,509)</u>	<u>9,113</u>
OTHER FINANCING SOURCES					
Transfer from general fund (10% property taxes)	53,969	33,100	15,000	33,100	-
Total other financing sources	<u>53,969</u>	<u>33,100</u>	<u>15,000</u>	<u>33,100</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	(6,609)	<u>\$ 65</u>	<u>\$ 25,956</u>	(2,409)	9,113
BEGINNING FUND BALANCE	<u>11,453</u>			<u>4,844</u>	<u>2,435</u>
ENDING FUND BALANCE	<u>\$ 4,844</u>			<u>\$ 2,435</u>	<u>\$ 11,548</u>
TRANSFERS FROM GENERAL FUND TO WATER FUND 1996 THROUGH 2021					\$ (591,868)
NET DEFICIT					(580,320)

**WILLOW BROOK METROPOLITAN DISTRICT
ROAD PAVING FUND
2023 PROPOSED BUDGET
WITH 2021 ACTUAL, 2022 BUDGET, 2022 YTD ACTUAL AND 2022 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2021 Actual Modified Accrual	2022 Budget Modified Accrual	Actual 10/31/2022 Cash Basis	2022 Estimated Modified Accrual	2023 Proposed Modified Accrual
REVENUES					
Property taxes - road paving	\$ 85,026	\$ 79,882	\$ 79,700	\$ 79,882	\$ 88,425
Specific ownership taxes	4,429	5,600	3,210	4,280	4,500
Interest	214	-	13	13	-
Total revenues	<u>89,669</u>	<u>85,482</u>	<u>82,923</u>	<u>84,175</u>	<u>92,925</u>
EXPENDITURES					
County treasurer fees	4,262	3,995	3,986	3,995	4,422
Loan principal	55,000	55,000	-	55,000	55,000
Loan interest	19,800	17,600	8,831	17,600	15,400
Total expenditures	<u>79,062</u>	<u>76,595</u>	<u>12,817</u>	<u>76,595</u>	<u>74,822</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>10,607</u>	<u>8,887</u>	<u>70,106</u>	<u>7,580</u>	<u>18,103</u>
OTHER FINANCING USES					
Transfer to general fund	(103,330)	(8,887)	-	(7,401)	(18,103)
Total other financing uses	<u>(103,330)</u>	<u>(8,887)</u>	<u>-</u>	<u>(7,401)</u>	<u>(18,103)</u>
NET CHANGE IN FUND BALANCE	(92,723)	<u>\$ -</u>	<u>\$ 70,106</u>	179	-
BEGINNING FUND BALANCE	<u>93,035</u>			<u>312</u>	<u>491</u>
ENDING FUND BALANCE	<u>\$ 312</u>			<u>\$ 491</u>	<u>\$ 491</u>

**SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of October 6, 2022 (“Effective Date”) between Willow Creek Metropolitan District at Ruby Ranch (“Owner”) and Plummer Associates, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Water System GUDI Improvements - Assessment (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Development of an OPCC for design and construction of bag filtration treatment at a single wellhead installation (“Services”). Refer to Exhibit A (which references the Scope and Fee Proposal dated October 3, 2022).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above as “Additional Services” as defined in Paragraph 2.03.
- B. Engineer shall complete its Services within the following specific time period: 2-3 weeks after receipt of Notice to Proceed.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment - Time and Materials Not to Exceed*

A. Owner shall pay Engineer for Services as follows:

1. A Time and Materials (not to exceed) fee of \$ 9,250.00 based on the Schedule of Standard Hourly Rates in accordance with the Agreement.
2. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

2.03 *Additional Services*

- A. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Exhibit B (which references Attachment A, Scope and Fee Estimate dated October 3, 2022).

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure

period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. Instruments of Service:
 - 1. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - a. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$ 100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located. [Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer.

N. Engineer shall procure and maintain insurance as set forth below. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

1. Workers' Compensation Employer's Liability:Statutory

2. Employer's Liability:

a. Bodily Injury: Each Accident: \$1,000,000

b. Bodily Injury: By Disease, Each Employee \$1,000,000

c. Bodily Injury: By Disease, Aggregate \$1,000,000

3. General Liability:

a. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

b. General Aggregate: \$2,000,000

4. Excess or Umbrella Liability:

a. Each Occurrence (Bodily Injury and Property Damage): \$5,000,000

b. General Aggregate: \$5,000,000

5. Automobile Liability - Bodily Injury:

a. Combined Single Limit – Per Accident..... \$1,000,000

6. Professional Liability:

a. Each Claim Made..... \$3,000,000

b. Annual Aggregate..... \$3,000,000

7. Additional Insureds:

a. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

Plummer Associates, Inc.

Engineer

Engineer's Consultant

[other]

b. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

c. The Owner shall be listed on Engineer's general liability policy.

O. Indemnification by Owner:

1. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

P. Indemnification by Engineer:

1. To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors.

Q. Mutual Waiver:

1. To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor* - Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern* - Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments*

- A. Exhibit A, Scope of Services
- B. Exhibit B, Engineer's Standard Hourly Rates
- C. Exhibit C, Amendment Form

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Address for giving notices:

Engineer:

Plummer Associates, Inc.

By:  _____

Print Name: Patrick O'Brien

Title: Principal

Date Signed: _____

Address for giving notices:

1485 Florida Road #C206

Durango, CO 81301



October 3, 2022

Willow Brook Metropolitan Water District (WBMD) at Ruby Ranch
Attn: EJ Olbright - Board President
c/o CRS of Colorado
7995 E. Prentice Avenue, Suite 103E
Greenwood Village, Colorado 80111

TRANSMITTED VIA EMAIL (NO HARD COPY WILL FOLLOW): EJ Olbright (EJO@cfcc.com)

RE: Phase 1 Professional Engineering Services Proposal for Development of a Preliminary Cost Estimate for Wellhead Bag Filtration Treatment

Dear Mr. Olbright:

Thank you for the opportunity to submit our professional engineering services proposal to the Willow Brook Metropolitan Water District at Ruby Ranch (WBMD) for the development of a preliminary Opinion of Probable Construction Cost (OPCC) for the construction of a proposed wellhead bag filtration system, which would be designed to attain the Colorado Department of Public Health and Environment (CDPHE) Regulation 11 surface water treatment requirements.

Below is a summary of our understanding of the project, followed by the proposed scope of services, and fee estimate.

PROJECT UNDERSTANDING

As part of ongoing potable water planning, WCMD needs to develop a contingent water treatment planning approach in the event that well samples indicate the well(s) fall under the Groundwater Under Direct Influence of surface water (GUDI) classification, as defined in CDPHE Regulation 11.

WCMD has requested that Plummer develop an Opinion of Probable Construction Cost (OPCC) for the design and construction of a proposed bag filtration treatment system modification to an existing WBMD wellhead chlorination treatment system installation. The WBMD has two wells currently producing and is planning to develop a new well in November 2022 to replace one of the existing wells that is experiencing reduced production.

SCOPE OF SERVICES

Plummer will provide professional services based upon the project understanding. The proposed scope of services includes the following:

TASK 1 OPCC DEVELOPMENT

Based upon the available information, we will develop the following:

- An AACE Class 5 OPCC for proposed bag filtration system modifications to an existing WBMD wellhead disinfection treatment system installation.
- A Technical Memorandum (1 –2 pages) describing the AACE Class 5 OPCC development approach and limitations.

PROJECT EXCLUSIONS

The following services are excluded:

1. Any Design Phase services.
2. Construction Phase Services.
3. Other services not specifically stated within the Scope of Services.

PROJECT ASSUMPTIONS AND CONSTRAINTS

The following list of the assumptions and constraints was used to develop the proposal:

1. WBMD will provide drawings/plans, photos, and water production data, sample analysis data for the existing wellhead water treatment installations and the well to be developed in November 2022.

SCHEDULE

Plummer is available to begin work immediately upon receiving written Notice to Proceed; completion of the work is estimated to require approximately 2-3 weeks after receipt of Notice to Proceed.

COMPENSATION

The estimated compensation for performing the Scope of Services as identified herein is on a time and material (T&M) not-to-exceed fee basis.

TIME AND MATERIAL (Not to Exceed) FEE \$ 9,250.00

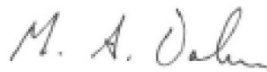
Additional services can be provided upon request and mutual agreement. Plummer will submit progress invoices based on actual labor hours expended and reimbursable expenses. A copy of our Billing Rate Schedule is attached. If this proposal is acceptable to you, please sign the attached Professional Services Agreement.

If you have any questions, please contact Mark Dahm at (970) 946-7788 or mdahm@plummer.com.

Sincerely,



Patrick O'Brien, PE, PMP
Principal



Mark Dahm, PE
Senior Project Manager

Encl.: 2022 Rate Sheet
Fee Estimate

ATTACHMENT A
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2022

Staff Description	Staff Code	2022 Rate
Admin Staff	A1 – A2	\$90.00
Admin Staff III	A3	\$95.00
Senior Admin Staff	A4	\$100.00
Designer/Technician	C1-C2	\$90.00
Designer/Technician III	C3	\$120.00
Senior Designer/Technician	C4	\$140.00
Construction Manager in Training (<i>CMIT</i>)	CM1	\$115.00
Construction Manager in Training II	CM2	\$125.00
Construction Manager in Training III	CM3	\$140.00
Construction Manager IV	CM4	\$145.00
Construction Manager V	CM5	\$175.00
Construction Manager	CM6	\$215.00
Senior Construction Manager	CM7	\$240.00
Principal Construction Manager	CM8	\$260.00
Resident Project Rep. I	RR1	\$80.00
Resident Project Rep. II	RR2	\$110.00
Resident Project Rep. III	RR3	\$130.00
Lead Resident Project Rep.	RR4	\$135.00
Field Tech I	LS1	\$80.00
Field Tech II	LS2	\$95.00
Survey Specialist I	LS3	\$105.00
Survey Specialist II	LS4	\$115.00
Survey Analyst	LS5	\$135.00
Chief of Parties	LS6	\$150.00
Engineer/Scientist Intern	ES0	\$60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$125.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$140.00
Project Engineer/Scientist	ES4	\$145.00
Senior Project Engineer/Scientist	ES5	\$175.00
Project Manager	ES6	\$215.00
Senior Project Manager	ES7	\$240.00
Principal I	ES8	\$305.00
Principal II	ES9	\$320.00
Electrical Engineer in Training I	EE1	\$95.00
Electrical Engineer in Training II	EE2	\$120.00
Electrical Engineer in Training III	EE3	\$135.00
Electrical Specialist	EE4	\$145.00
Programmer	EE5	\$175.00
Programmer II	EE6	\$200.00
Senior Electrical Engineer	EE7	\$280.00

Billing rate may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

Project Planning - Plummer

From: 10/3/2022 To: 10/3/2022

Project: V4327-001-01 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby R. Ph.1 - OPCC

PIC: OBrien, Patrick

Client: 4327 Willow Brook Metro District

PM: Dahm, Mark

Scheduled Fee	Sched Hrs	Sched Amount
V4327-001-01 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby R. Ph.1 - OPCC	48.00	\$ 9,250.00
A Project Management	4.00	\$ 700.00
<i>Miller, Tiffany</i>	4.00	\$ 700.00
B Development - Opinion of Probable Construction Cost	44.00	\$ 8,550.00
100 Develop Itemized Equipment List	16.00	\$ 3,060.00
<i>Dahm, Mark</i>	4.00	\$ 960.00
<i>Miller, Tiffany</i>	12.00	\$ 2,100.00
200 Develop Cost Spreadsheet	17.00	\$ 3,300.00
<i>Dahm, Mark</i>	5.00	\$ 1,200.00
<i>Miller, Tiffany</i>	12.00	\$ 2,100.00
300 Develop Technical Memorandum	11.00	\$ 2,190.00
<i>Dahm, Mark</i>	3.00	\$ 720.00
<i>Miller, Tiffany</i>	6.00	\$ 1,050.00
<i>OBrien, Patrick</i>	1.00	\$ 320.00
<i>Peterson, Heather</i>	1.00	\$ 100.00

This is **Exhibit B, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated October 6, 2022

EXHIBIT B - Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit B and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

1. Refer to Attachment A, Scope and Fee Proposal Dated October 3, 2022, for Rate Sheet.

Exhibit B, Standard Hourly Rates Schedule

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved. **Note: This document was developed based on EJCDC Standard Form Design and Construction Related Documents and was modified as necessary by Plummer Associates, Inc. EJCDC retains all proprietary rights.**

This is **Exhibit B, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated October 6, 2022

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Exhibit B, Standard Hourly Rates Schedule

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

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AMENDMENT TO AGREEMENT NO. _____

A. Background Data:

1. Effective Date of Agreement: _____
2. Owner: _____
3. Engineer: Plummer Associates, Inc.
4. Specific Project (title): _____
5. Specific Project (description): _____

B. Description of Modifications

1. Engineer shall perform the following Additional Services:
 - a.
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a.
3. The responsibilities of Owner with respect to the Agreement are modified as follows:
 - a.
4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
 - a.
5. The schedule for rendering services under this Agreement is modified as follows:
 - a.
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:
 - a.

C. Agreement Summary (Reference only)

1. Original agreement amount: \$
2. Net change for prior amendments: \$
3. This amendment amount: \$
4. Adjusted Agreement amount: \$
5. Change in time for services (days or date, as applicable): _____

This is **Exhibit C, Amendment**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated October 6, 2022

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

Plummer Associates, Inc.

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMENDMENT TO AGREEMENT NO. 1

A. Background Data:

1. Effective Date of Agreement: October 6, 2022
2. Owner: Willow Brook Metropolitan District (WBMD)
3. Engineer: Plummer Associates, Inc.
4. Specific Project (title): Water System GWUDI Improvements – Assessment

B. Description of Modifications:

1. Engineer shall perform the following Additional Services:
 - a. Develop GWUDI sampling plan for new and existing wells.
 - b. Submit required information necessary to obtain CDPHE approval of the new well as a groundwater source for treatment using a wellhead treatment system.
2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
 - a. Develop GWUDI Sampling Plan / Sampling Schedule Meeting CDPHE Requirements
 - (1) A virtual kickoff / work session meeting will be held to line out project goals and requirements.
 - (2) Review and assemble existing well and proposed new well water quality data.
 - (3) Develop Sampling Plan / Sampling Schedule for the New Well Meeting CDPHE Source Water Characterization Requirements.
 - (4) Develop draft and final GWUDI Sampling Plan and Sampling Schedule.
 - (5) One (1) virtual meeting / work session will be held to review the draft Sampling Plan and Schedule.
 - b. Preparation of CDPHE Design Submittal for Approval of New Groundwater Source
Develop a source approval application package addressing CDPHE requirements for approval of a new raw water source, including addressing comments during the CDPHE review process.
 - (1) A virtual kickoff / work session meeting will be held to line out project goals and requirements.
 - (2) Develop/assemble documentation to meet CDPHE requirements for the application package - basic information about new well, Division of Water Resources permit, potential contaminant sources, water quality testing (including corrosion control impacts), a system flow diagram, hydraulic profile, capacity and design implications, and monitoring and sampling requirements.
 - (3) Develop Basis of Design Report (BDR) CDPHE Design Review package containing:

- (a) Documentation of potential contamination sources.
 - (b) Water Quality and Corrosion Control Analysis.
 - (c) System Process Flow Diagram and Hydraulic Profile.
 - (d) Capacity and Design Documentation.
 - (e) Monitoring and Sampling Requirements.
- (4) Develop draft and final CDPHE BDR review package.
 - (5) One (1) virtual meeting / work session will be held to review the CDPHE draft BDR review package.
 - (6) Following state approval and connection of the new well to the system, Plummer will complete the state required construction completion documentation finalizing the new source approval process.
3. The responsibilities of Owner with respect to the Agreement are modified as follows:
- a. WBMD will provide required new well information, including the well drillers log and DWR permit.
 - b. WBMD will obtain the required test results for water quality and corrosion control documentation, as identified by Plummer.
 - c. WBMD will supply information about the well pump(s) including manufacturer and model, as well as depth of installation.
 - d. WBMD will supply documentation to address CDPHE requirements for identification of construction materials in the distribution system (as required in Regulation 11, Section 11.2(2)).
 - e. WBMD will supply documentation that an appropriate lead and copper sampling pool has been identified (as required by CDPHE in Regulation 11, Section 11.26(2)(a)).

C. Agreement Summary (Reference only):

- 1. Original agreement amount:\$9,250.00
- 2. Net change for prior amendments:\$0
- 3. This amendment amount: GWUDI Sampling Plan/Sampling Schedule\$6,687.00
 - Design Submittal for New Groundwater Source.....\$8,830.00
 - Amendment 1 Total....\$15,517.00
- 4. Adjusted Agreement amount..... \$24,767.00
- 5. Change in time for services (days or date, as applicable): extend to April 15, 2023_____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is December 8, 2022
_____.

OWNER:

By: _____

Print name: _____

Title: _____

Date Signed: _____

ENGINEER:

Plummer Associates, Inc.

By: _____

Print name: Patrick O'Brien

Title: Principal

Date Signed: 11/29/22

Project Planning - Plummer

From: 10/17/2022 To: 4/18/2023

Project: 4327-001-O-1273 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby Ranch Ph. 1 Eval.

PIC: OBrien, Patrick

Client: 4327 Willow Brook Metro District

PM: Dahm, Mark

WBS Budget & Actuals	Bgt Hrs.	Bgt Labor	Actual Labor	Bgt ODC	Actual ODC	Budget CNS	Actual CNS	Total Budget	Total Actual
4327-001-O-1273 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby Ranch Ph. 1 Eval.	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00
01 Pre-Position	0.00	0.00	5,580.97	0.00	0.00	0.00	0.00	0.00	5,580.97
02 RFQ-Proposal	0.00	0.00	919.38	0.00	0.00	0.00	0.00	0.00	919.38
03 Interview-Presentation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
04 Scoping-Negotiations	0.00	0.00	324.48	0.00	0.00	0.00	0.00	0.00	324.48
1000 Devel. GWUDI Sampling Program	6.00	1,210.00	0.00	0.00	0.00	0.00	0.00	1,210.00	0.00
100 Project Management	4.60	1,127.00	0.00	0.00	0.00	0.00	0.00	1,127.00	0.00
A Project Management	4.60	1,127.00	0.00	0.00	0.00	0.00	0.00	1,127.00	0.00
200 Devel. GWUDI Sampling Plan/Schedule	6.00	1,210.00	0.00	0.00	0.00	0.00	0.00	1,210.00	0.00
A Virtual Mtg. - Kickoff / Work Session	4.00	785.00	0.00	0.00	0.00	0.00	0.00	785.00	0.00
B Develop Draft Sampling Plan and Schedule	15.00	2,960.00	0.00	0.00	0.00	0.00	0.00	2,960.00	0.00
C Virtual Mtg. - Review Draft Sampling Plan/Sched.	3.00	605.00	0.00	0.00	0.00	0.00	0.00	605.00	0.00
D Develop Final Sampling Plan and Schedule	6.00	1,210.00	0.00	0.00	0.00	0.00	0.00	1,210.00	0.00
2000 Develop Source Approval CDPHE Submittal	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00
100 Project Management	5.00	1,225.00	0.00	0.00	0.00	0.00	0.00	1,225.00	0.00
200 Develop BDR - Source Approval	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00
A Virtual Mtg. - Kickoff / Work Session	3.00	605.00	0.00	0.00	0.00	0.00	0.00	605.00	0.00
B Develop/Collect Required New Well Data	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00
C Develop Draft Basis of Design Submittal	19.00	3,680.00	0.00	0.00	0.00	0.00	0.00	3,680.00	0.00
D Virtual Mtg. - Review Draft BDR Submittal	2.00	425.00	0.00	0.00	0.00	0.00	0.00	425.00	0.00
E Develop Final Basis of Design Submittal	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00
F CDPHE Review Period	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G Comment Response / Finalize BDR Submittal	5.00	965.00	0.00	0.00	0.00	0.00	0.00	965.00	0.00

Project Planning - Plummer

From: 10/17/2022 To: 4/18/2023

Allocated Labor	Alloc Hrs	ETC Hrs	Actual Hrs	Alloc Amount	ETC Amount	Actual Labor
4327-001-O-1273 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby Ranch	76.60	0.00	28.00	15,517.00	0.00	6,824.83
01 Pre-Position	0.00	0.00	21.50	0.00	0.00	5,580.97
02 RFQ-Proposal	0.00	0.00	4.00	0.00	0.00	919.38
04 Scoping-Negotiations	0.00	0.00	2.50	0.00	0.00	324.48
1000 Devel. GWUDI Sampling Program	32.60	0.00	0.00	6,687.00	0.00	0.00
100 Project Management	4.60	0.00	0.00	1,127.00	0.00	0.00
A Project Management	4.60	0.00	0.00	1,127.00	0.00	0.00
Senior Project Manager	4.60	0.00	0.00	1,127.00	0.00	0.00
200 Devel. GWUDI Sampling Plan/Schedule	28.00	0.00	0.00	5,560.00	0.00	0.00
A Virtual Mtg. - Kickoff / Work Session	4.00	0.00	0.00	785.00	0.00	0.00
Project Manager I	3.00	0.00	0.00	540.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
B Develop Draft Sampling Plan and Schedule	15.00	0.00	0.00	2,960.00	0.00	0.00
Project Manager I	11.00	0.00	0.00	1,980.00	0.00	0.00
Senior Project Manager	4.00	0.00	0.00	980.00	0.00	0.00
C Virtual Mtg. - Review Draft Sampling Plan/Sched.	3.00	0.00	0.00	605.00	0.00	0.00
Project Manager I	2.00	0.00	0.00	360.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
D Develop Final Sampling Plan and Schedule	6.00	0.00	0.00	1,210.00	0.00	0.00
Project Manager I	4.00	0.00	0.00	720.00	0.00	0.00
Senior Project Manager	2.00	0.00	0.00	490.00	0.00	0.00
2000 Develop Source Approval CDPHE Submittal	44.00	0.00	0.00	8,830.00	0.00	0.00
100 Project Management	5.00	0.00	0.00	1,225.00	0.00	0.00
Senior Project Manager	5.00	0.00	0.00	1,225.00	0.00	0.00
200 Develop BDR - Source Approval	39.00	0.00	0.00	7,605.00	0.00	0.00
A Virtual Mtg. - Kickoff / Work Session	3.00	0.00	0.00	605.00	0.00	0.00
Project Manager I	2.00	0.00	0.00	360.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
B Develop/Collect Required New Well Data	5.00	0.00	0.00	965.00	0.00	0.00
Project Manager I	4.00	0.00	0.00	720.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
C Develop Draft Basis of Design Submittal	19.00	0.00	0.00	3,680.00	0.00	0.00
Project Manager I	15.00	0.00	0.00	2,700.00	0.00	0.00
Senior Project Manager	4.00	0.00	0.00	980.00	0.00	0.00
D Virtual Mtg. - Review Draft BDR Submittal	2.00	0.00	0.00	425.00	0.00	0.00
Project Manager I	1.00	0.00	0.00	180.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
E Develop Final Basis of Design Submittal	5.00	0.00	0.00	965.00	0.00	0.00
Project Manager I	4.00	0.00	0.00	720.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00
G Comment Response / Finalize BDR Submittal	5.00	0.00	0.00	965.00	0.00	0.00
Project Manager I	4.00	0.00	0.00	720.00	0.00	0.00
Senior Project Manager	1.00	0.00	0.00	245.00	0.00	0.00

Project Planning - Plummer

From: 10/17/2022 To: 4/18/2023

Scheduled Labor	Cur Sched Hrs	Sched Hrs	Actual Hrs	Cur Sched Amt	Sched Amount	Actual Labor
4327-001-O-1273 Willow Brook Ruby Ranch Ph. 1 Eval.-Willow Brook Ruby	76.60	76.60	0.00	15,517.00	15,517.00	0.00
1000 Devel. GWUDI Sampling Program	32.60	32.60	0.00	6,687.00	6,687.00	0.00
100 Project Management	4.60	4.60	0.00	1,127.00	1,127.00	0.00
A Project Management	4.60	4.60	0.00	1,127.00	1,127.00	0.00
<i>Dahm, Mark</i>	4.60	4.60	0.00	1,127.00	1,127.00	0.00
200 Devel. GWUDI Sampling Plan/Schedule	28.00	28.00	0.00	5,560.00	5,560.00	0.00
A Virtual Mtg. - Kickoff / Work Session	4.00	4.00	0.00	785.00	785.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	3.00	3.00	0.00	540.00	540.00	0.00
B Develop Draft Sampling Plan and Schedule	15.00	15.00	0.00	2,960.00	2,960.00	0.00
<i>Dahm, Mark</i>	4.00	4.00	0.00	980.00	980.00	0.00
<i>Miller, Tiffany</i>	11.00	11.00	0.00	1,980.00	1,980.00	0.00
C Virtual Mtg. - Review Draft Sampling Plan/Sched.	3.00	3.00	0.00	605.00	605.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	2.00	2.00	0.00	360.00	360.00	0.00
D Develop Final Sampling Plan and Schedule	6.00	6.00	0.00	1,210.00	1,210.00	0.00
<i>Dahm, Mark</i>	2.00	2.00	0.00	490.00	490.00	0.00
<i>Miller, Tiffany</i>	4.00	4.00	0.00	720.00	720.00	0.00
2000 Develop Source Approval CDPHE Submittal	44.00	44.00	0.00	8,830.00	8,830.00	0.00
100 Project Management	5.00	5.00	0.00	1,225.00	1,225.00	0.00
<i>Dahm, Mark</i>	5.00	5.00	0.00	1,225.00	1,225.00	0.00
200 Develop BDR - Source Approval	39.00	39.00	0.00	7,605.00	7,605.00	0.00
A Virtual Mtg. - Kickoff / Work Session	3.00	3.00	0.00	605.00	605.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	2.00	2.00	0.00	360.00	360.00	0.00
B Develop/Collect Required New Well Data	5.00	5.00	0.00	965.00	965.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	4.00	4.00	0.00	720.00	720.00	0.00
C Develop Draft Basis of Design Submittal	19.00	19.00	0.00	3,680.00	3,680.00	0.00
<i>Dahm, Mark</i>	4.00	4.00	0.00	980.00	980.00	0.00
<i>Miller, Tiffany</i>	15.00	15.00	0.00	2,700.00	2,700.00	0.00
D Virtual Mtg. - Review Draft BDR Submittal	2.00	2.00	0.00	425.00	425.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	1.00	1.00	0.00	180.00	180.00	0.00
E Develop Final Basis of Design Submittal	5.00	5.00	0.00	965.00	965.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	4.00	4.00	0.00	720.00	720.00	0.00
G Comment Response / Finalize BDR Submittal	5.00	5.00	0.00	965.00	965.00	0.00
<i>Dahm, Mark</i>	1.00	1.00	0.00	245.00	245.00	0.00
<i>Miller, Tiffany</i>	4.00	4.00	0.00	720.00	720.00	0.00

AMORTIZATION SCHEDULE

Principal \$550,000.00	Loan Date 05-28-2020	Maturity 12-01-2030	Loan No AMORTIZATION	Call / Coll	Account	Officer	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: AMORTIZATION SCHEDULE

Lender: INBANK
200 S. SECOND ST.
P.O. BOX 1028
RATON, NM 87740

Disbursement Date: May 28, 2020
Interest Rate: 4.000

Repayment Schedule: Irregular
Calculation Method: 30 /360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	12-01-2020	11,244.44	11,244.44	0.00	550,000.00
2	12-01-2020	55,000.00	0.00	55,000.00	495,000.00
2020 TOTALS:		66,244.44	11,244.44	55,000.00	
3	06-01-2021	9,900.00	9,900.00	0.00	495,000.00
4	12-01-2021	9,900.00	9,900.00	0.00	495,000.00
5	12-01-2021	55,000.00	0.00	55,000.00	440,000.00
2021 TOTALS:		74,800.00	19,800.00	55,000.00	
6	06-01-2022	8,800.00	8,800.00	0.00	440,000.00
7	12-01-2022	8,800.00	8,800.00	0.00	440,000.00
8	12-01-2022	55,000.00	0.00	55,000.00	385,000.00
2022 TOTALS:		72,600.00	17,600.00	55,000.00	
9	06-01-2023	7,700.00	7,700.00	0.00	385,000.00
10	12-01-2023	7,700.00	7,700.00	0.00	385,000.00
11	12-01-2023	55,000.00	0.00	55,000.00	330,000.00
2023 TOTALS:		70,400.00	15,400.00	55,000.00	
12	06-01-2024	6,600.00	6,600.00	0.00	330,000.00
13	12-01-2024	6,600.00	6,600.00	0.00	330,000.00
14	12-01-2024	55,000.00	0.00	55,000.00	275,000.00
2024 TOTALS:		68,200.00	13,200.00	55,000.00	
15	06-01-2025	5,500.00	5,500.00	0.00	275,000.00
16	12-01-2025	5,500.00	5,500.00	0.00	275,000.00
17	12-01-2025	55,000.00	0.00	55,000.00	220,000.00
2025 TOTALS:		66,000.00	11,000.00	55,000.00	
18	06-01-2026	4,400.00	4,400.00	0.00	220,000.00
19	12-01-2026	4,400.00	4,400.00	0.00	220,000.00
20	12-01-2026	55,000.00	0.00	55,000.00	165,000.00
2026 TOTALS:		63,800.00	8,800.00	55,000.00	
21	06-01-2027	3,300.00	3,300.00	0.00	165,000.00
22	12-01-2027	3,300.00	3,300.00	0.00	165,000.00
23	12-01-2027	55,000.00	0.00	55,000.00	110,000.00
2027 TOTALS:		61,600.00	6,600.00	55,000.00	
24	06-01-2028	2,200.00	2,200.00	0.00	110,000.00
25	12-01-2028	2,200.00	2,200.00	0.00	110,000.00
26	12-01-2028	55,000.00	0.00	55,000.00	55,000.00
2028 TOTALS:		59,400.00	4,400.00	55,000.00	
27	06-01-2029	1,100.00	1,100.00	0.00	55,000.00
28	12-01-2029	1,100.00	1,100.00	0.00	55,000.00
29	12-01-2029	55,000.00	0.00	55,000.00	0.00
2029 TOTALS:		57,200.00	2,200.00	55,000.00	
30	06-01-2030	0.00	0.00	0.00	0.00
31	12-01-2030	0.00	0.00	0.00	0.00
2030 TOTALS:		0.00	0.00	0.00	
TOTALS:		660,244.44	110,244.44	550,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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