

**WILLOW BROOK METROPOLITAN DISTRICT
SPECIAL MEETING AGENDA**

<u>Board of Directors</u>	<u>Office:</u>	<u>Term Expiration</u>
EJ Olbright	President	May 2027
Mat Sherwood	Vice President	May 2025
Michael Good	Secretary	May 2025
Randy Lewis	Director	May 2027
Jim Hahn	Director	May 2027

DATE: Friday, December 15, 2023

TIME: 2:30 PM

**PLACE: VIRTUAL MEETING AND IN-PERSON MEETING AT
THE GATE HOUSE, 524 Ruby Road, Silverthorne, Colorado**

Join Zoom Meeting

<https://us06web.zoom.us/j/83747072781?pwd=N82dgfsEuyQaXv11AsROcF1abwqCXK.1>

Meeting ID: 837 4707 2781

Passcode: 614431

One tap mobile

+17207072699,,83747072781# US (Denver)

+17193594580,,83747072781# US

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

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

- II. RESPONSES TO RESIDENT COMMUNICATIONS (none were received)

- III. WATER SYSTEM DISCUSSION
 - A. Well 1-R (enclosure)
 - B. Well 3

- IV. LEGAL MATTERS:
 - A. Ratification of Engagement of General Counsel (enclosure)
 - B. Discussion of Current Legal Matters

- V. WINTER RECREATION (enclosure)
- VI. FINANCIAL/ADMINISTRATIVE ITEMS
 - A. Conduct Public Hearing – 2024 Budget Amendment (enclosure)
 - B. Approve Payment of Claims (enclosure)
- VII. DIRECTORS' ITEMS
- VIII. OTHER BUSINESS
- XI. ADJOURNMENT



COLORADO

Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

November 29, 2023

SUE BLAIR
WILLOW BROOK METRO DISTRICT - PWSID CO0259020
7995 E PRENTICE AVE STE 103E
GREENWOOD VILLAGE CO 80011

Reclassification Notice

Dear SUE BLAIR:

Based on information received by the Colorado Department of Public Health and Environment (“Department”), and pursuant to the Colorado Primary Drinking Water Regulations, Regulation No. 11, 5 CCR 1002-11 (“Regulation 11”), Sections 11.3(60,11) and 11.3(36), **WILLOW BROOK METRO DISTRICT (“Supplier”)** is now reclassified as follows:

Previous Classification:	Transient, Non-Community, Ground Water
New Classification:	Community, Ground Water
Reason for Reclassification:	Change in population served by the Supplier

- The Supplier’s water system facility classification pursuant to the Water and Wastewater Facility Operators Certification Requirements, Regulation 100, 5 CCR 1003-2 (“Regulation 100”) is **“D” for treatment and “1” for distribution.**

The following table provides information regarding the regulatory requirements pertaining to the Supplier’s drinking water system.

Requirement	Action & Deadline
System Information Requirements	
<p><u>Monitoring Plan:</u></p> <p>Develop and implement a monitoring plan that includes system information and ensures water quality monitoring performed by the Supplier is representative of water supplied and is consistent with regulatory requirements.</p>	<ul style="list-style-type: none"> • Submit complete Monitoring Plan by April 10th, 2024 that includes the following elements: <ul style="list-style-type: none"> Sampling Plans <ul style="list-style-type: none"> ○ Revised Total Coliform Rule (RTCR) and Groundwater Rule (GWR) ○ Disinfectant Byproduct (TTHM and HAA5) ○ Lead and Copper Materials Evaluation Summary and Sample Pool <p>Create a monitoring plan here: https://cdphe.colorado.gov/monitoringplans</p>

Monitoring Requirements	
<p><u>Compliance Monitoring:</u></p> <p>The Department has prepared a monitoring schedule for your system based on source classification and population.</p>	<ul style="list-style-type: none"> • Perform sampling according to the posted Monitoring Schedule. Please check the schedule as soon as possible. All schedules are effective immediately. <p>Before collecting your samples, pay close attention to sample point locations.</p> <p>Submit the results to the Department per the instructions provided in your monitoring schedule.</p> <p>Monitoring schedules are updated on a weekly basis. The deadlines pertaining to these sampling requirements are found in the Supplier's Monitoring schedule, which can be found here: https://cdphe.colorado.gov/dwschedules</p>

The definition of a public water system is self-implementing. It is the responsibility of all water systems in Colorado to assess whether their system is a public water system and to comply with the regulations accordingly. There is not a notification process whereby a system only becomes a public water system if the Department notifies that system. A supplier becomes subject to regulation as a public water system when it begins operating a system meeting the definition of a public water system under Regulation 11.

Resources and Other Information	
<p>Access to Drinking Water Templates, Forms, Schedules, and Regulations referenced in this letter, and access to available guidance document can be found at:</p>	<p>https://cdphe.colorado.gov/wqcdcompliance</p>
<p>Information regarding a design submittal and the review process can be found at:</p>	<p>https://cdphe.colorado.gov/design</p> <p>Submit one hard copy and one electronic copy of design submittals to: CDPHE-WQCD ES B2 4300 Cherry Creek Drive South Denver, CO 80246 CDPHE.WQEngReview@state.co.us</p> <p>Please direct any associated questions to the Engineering Section at (303) 692-6298.</p>
<p>All drinking water samples must be analyzed by a certified laboratory. A list of certified laboratories can be found at:</p>	<p>https://cdphe.colorado.gov/laboratory-services/laboratory-certification-program</p> <p>Or you may contact the Laboratory Services Division at (303) 692-3048.</p>
<p>Training opportunities, system assistance, and other resources for water systems can be found at:</p>	<p>https://cdphe.colorado.gov/dwtrain</p>

Document Submittal Methods

(1) Electronically - via the Drinking Water Portal

- The most efficient method of reporting is using the Department's Drinking Water Portal. First-time users must create an account at <https://wqcdcompliance.com/login>.
- Files submitted electronically must be in PDF format.
- The Department does not accept documents via email.

(2) By Fax

Fax: (303) 758-1398

Please include a cover sheet addressed to the attention of Leticia Portillo.

(3) By Mail

CDPHE Water Quality Control Division
WQCD-B2-CAS Drinking Water Compliance Assurance Section
Attention: Leticia Portillo
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

If there are any questions regarding the contents of this letter and/or requirements for the Supplier, please contact your compliance specialist:

Tessa Johnson
720-541-9037
tessa.johnson@state.co.us

ec:

SUE BLAIR - SBLAIR@CRSOFCOLORADO.COM; AC
MATTHEW WILLITTS - MWILLITTS@WSICOLORADO.COM; OPERATOR
WILLOW BROOK MD - SBLAIR@CRSOFCOLORADO.COM; OWNER
DAN HENDERSHOTT - DANH@CO.SUMMIT.CO.US; SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT
JAN TRAHAN - JANETT@CO.SUMMIT.CO.US; SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT

File: CO0259020, SUMMIT COUNTY, TRANSIENT, NON-COMMUNITY - GROUNDWATER



September 22, 2023

Board of Directors
Willow Brook Metropolitan District
c/o Community Resource Services of Colorado, LLC
7995 East Prentice Avenue, Suite 103E
Greenwood Village, CO 80111
Attn: Sue Blair

RE: Engagement of White Bear Ankele Tanaka & Waldron

Dear Directors:

We are pleased to confirm our engagement as general counsel to the Willow Brook Metropolitan District (the “District”).

This engagement letter provides the terms upon which White Bear Ankele Tanaka & Waldron (“WBA”) will provide legal services to the District and is intended to formalize our engagement as general counsel, as required by the applicable Rules of Professional Conduct.

This letter sets forth details of the engagement, including how we propose to staff the matter, billing arrangements and certain conflict of interest understandings. Additional information about WBA can be found at www.whitebearankele.com.

1. Personnel. Legal services provided under this engagement may be performed by any lawyer at WBA. We will also use paralegals and/or other support staff as we believe to be necessary and effective in providing you with legal services.

2. Fees, Expenses and Retainer. Our fees for services rendered on the District’s behalf will be based upon time charged using the hourly rates charged by each attorney or paralegal working on the matter. WBA’s legal services are billed on an hourly basis, in increments of one-tenth of an hour, and are not contingent. Some of WBA’s services are allocated on an equitable basis to clients who benefit from general legal work by our personnel. Hourly rates for professionals in WBA currently range from \$250.00 to \$525.00 (attorneys), from \$135.00 to \$240.00 (paralegals), and are \$200.00 to \$240.00 for other professionals. Hourly rates are revised periodically to reflect the current cost for delivery of legal services and the fees charged for services under this engagement may change without notice. From time-to-time WBA prepares memoranda, agreements or other documents based upon current legislative, State, and Federal law concerns that are the subject of common interest and benefit to our clients. WBA allocates the fees for this work on an equitable basis to clients who benefit from this legal work by WBA’s

personnel. If you do not wish to receive this information, please advise us accordingly. WBA contracts with other law firms for the performance of specialized services. If these services are rendered on behalf of the Client, the fees and costs associated with those services will be reflected on WBA's bill.

In addition to legal fees, WBA also charges for certain out-of-pocket costs incurred by us in representing you. Charges for long distance telephone calls (domestic only), conference calling services (domestic only), facsimiles (domestic only), in-office copying, ordinary postage (under \$10.00), and deliveries made by in-house staff, are covered by an administrative fee, currently equal to 2.5% of the legal fees charged. This administrative fee is in lieu of itemizing those expenses and may be adjusted over time. If there are other expenses, such as filing and recording fees, computer-assisted research fees, mileage, delivery service fees, travel, meals or hotel accommodation charges, those will be billed separately. These costs are subject to the same payment terms as legal fees and are your responsibility. WBA's policy is to advance or incur expenses on a discretionary basis up to \$1,000.00, subject to your reimbursement of them in the next bill. If an expense exceeds that amount, we will ask you to pay it directly to us in advance or have you contract directly with the vendor.

WBA will not require the payment of a retainer at this time, but we reserve the right to require a retainer if deemed necessary by WBA or if you fail to timely pay invoices.

3. Billing. Generally, invoices for fees and expenses will be submitted to you monthly and are due upon receipt. If an invoice remains unpaid after thirty (30) days, we will consider it in default and you agree that we may charge a late fee on all amounts due and owing at the rate of one percent (1%) compounded monthly. By signature below, you agree to pay all fees, costs, and expenses billed by WBA for the legal services. If payments as described above are not paid on a timely basis, WBA may withdraw from the representation in accordance with the Rules of Professional Conduct. In the event that WBA is compelled to resort to collection of your account, which may or may not include litigation, you agree that your obligations to WBA shall include payment of all costs and expenses of such collection efforts, including court fees and costs, attorneys' fees, and out-of-pocket expenses.

4. Attorney-Client Relationship. In performing our services as general counsel to the District, the District will be our client. We will represent the interests of the District, acting through its duly authorized management and at the Board of Directors' (the "Board" or "Directors") direction. We do not represent the interests of any of the Board, the Directors individually, or the District's employees. Nothing in this engagement agreement and nothing in our statements to you will be construed as a guarantee or promise about the outcome of any matter which WBA may handle on your behalf. Our comments about the outcome of your matters or any phase thereof are expressions of opinion only. Further, neither WBA nor any of its attorneys or employees shall be employed, retained, or otherwise categorized as a "municipal advisor" to the District as such term is defined in the 15 U.S.C. 78o-4(e)(4)(c), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by WBA or its attorneys regarding the issuance of securities by the District shall be solely of a "traditional legal nature," as permitted under the Act.

Throughout the attorney-client relationship, the District consents to the use of the District's name and public information relating to the District's transactions on WBA's website or in other marketing materials.

5. Conflicts of Interest. We have performed an internal review for potential conflicts of interest based upon information you have provided to us and we find none at this time. If any are discovered in the future, we will discuss our continued engagement with you.

WBA represents many other local governments and municipal clients that may be viewed as competing with the District. Simultaneous representation in unrelated matters of clients whose interests are only economically adverse, such as representation of competing economic enterprises in unrelated transactions, does not ordinarily constitute a conflict of interest that requires consent of the respective clients.

6. Document Retention. WBA maintains its client files electronically and ordinarily does not keep separate paper files. We will scan documents you or others send to us related to your work to our electronic file and will ordinarily maintain the electronic version throughout the term of our engagement or, in some instances, while a particular matter or project is pending. Unless you instruct us otherwise, with limited exceptions for certain documents such as original real property deeds and promissory notes, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us. Following the conclusion of our services, we will return the District's files to the District upon request, unless WBA has not received payment of all outstanding fees and costs, in which case WBA reserves the right to withhold them until payment is made. Otherwise, no sooner than thirty (30) days after the conclusion of our services, we may destroy the files. Please note that if WBA is designated as the public records custodian for the District pursuant to §§24-72-202, *et seq.*, C.R.S., WBA will maintain all public records in accordance with any duly approved and adopted retention and destruction policy of the District and the Colorado State Archives or similar regulatory body.

7. Termination. You will have the right to terminate our representation at any time. Whether you terminate the representation, or we terminate the representation for reasons set forth in the Rules of Professional Conduct, including nonpayment of legal fees and expenses, all fees incurred for services rendered through the date of termination, as well as all costs and expenses incurred by us on your behalf, must be paid within ten (10) days of receipt of our final statement. We reserve the right to charge for any extraordinary work required in connection with the orderly transition of pending matters to new counsel. Upon conclusion of our services, whether due to termination or completion of the work, we will not thereafter be responsible for legal matters for which our services have not been specifically requested and we have agreed to perform in writing.

8. Arbitration of Disputes. If a dispute arises regarding our services or fees set forth in this engagement letter or any prior engagement letter between you and WBA, any fee dispute will be decided by the Colorado Bar Association Legal Fee Arbitration Committee (the "Committee") in Denver, Colorado, in accordance with the rules and procedures used by the Committee. There is no charge for the dispute resolution services provided by the Committee and each party will pay its own costs and expenses. If, either in addition to a pending fee dispute or in

the absence of one, any other dispute or claim of any type or nature arises with respect to services rendered pursuant to this engagement agreement or any prior engagement letter between you and WBA, including, without limitation, a claim for legal malpractice, it will be decided by the Judicial Arbitrator Group (“JAG”) in Denver, Colorado, by a single arbitrator to be mutually agreed to by the parties. Each party will be responsible for paying one half of all fees and expenses charged by the arbitrator. Colorado law, including all applicable statutes of limitation and other defenses, will apply to the dispute before JAG just as if it had been brought in a judicial proceeding. In the absence of an agreement to the contrary, the Colorado Rules of Civil Procedure shall apply to the dispute before JAG just as if the dispute had been filed in district court. The parties recognize that by agreeing to arbitration as the method for dispute resolution, they: relinquish the right to bring an action in court and seek remedies available in court proceedings, including the extensive discovery rights typically permitted in judicial proceedings; waive the right to a jury trial; acknowledge the arbitrator’s award is not required to include factual findings or legal reasoning; and acknowledge that any party’s right to appeal or seek modification of the award is strictly limited and the award is final and binding on the parties.

9. Representative Client Lists. WBA currently maintains a website, firm résumé, and other materials for use with current and potential clients, and for marketing purposes. Execution of this engagement letter provides your consent to WBA’s use of the District’s name as a representative client of WBA on our website, firm résumé, and other materials.

If you are in agreement with the foregoing terms of this engagement and it meets your understanding of the professional relationship we have established, please have an authorized representative of the District sign and return a copy of this letter to our office at your earliest convenience. By signing below, you acknowledge that you have been given the opportunity to discuss this engagement letter with another attorney or any other person of your choosing.

We look forward to working with you and will commit the necessary resources of WBA to meet your needs. Our efforts will always be to ensure that our relationship is based on open and honest communication regarding these matters. If at any time you have questions concerning our representation, please feel free to contact us immediately.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law



BMD:jkd

Board of Directors
Willow Brook Metropolitan District
September 22, 2023
Page 5 of 5

APPROVED, ACCEPTED AND AGREED TO BY:

WILLOW BROOK METROPOLITAN DISTRICT



Signature

Printed Name: Randel Lewis

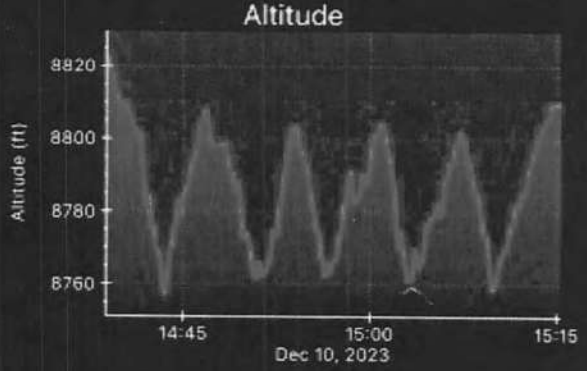
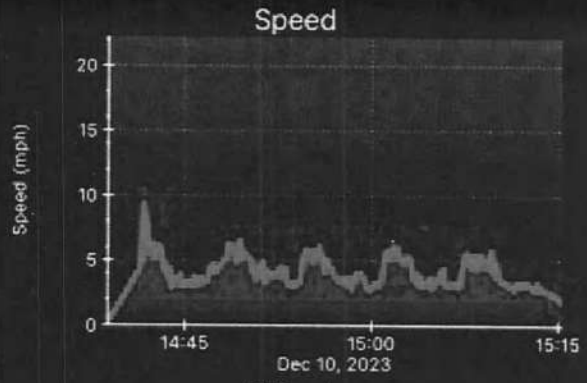
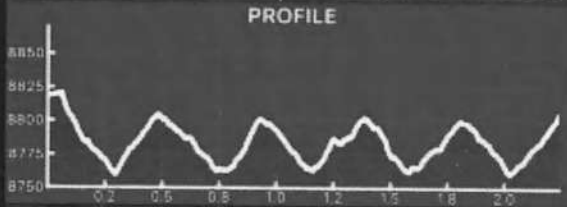
Position: Director

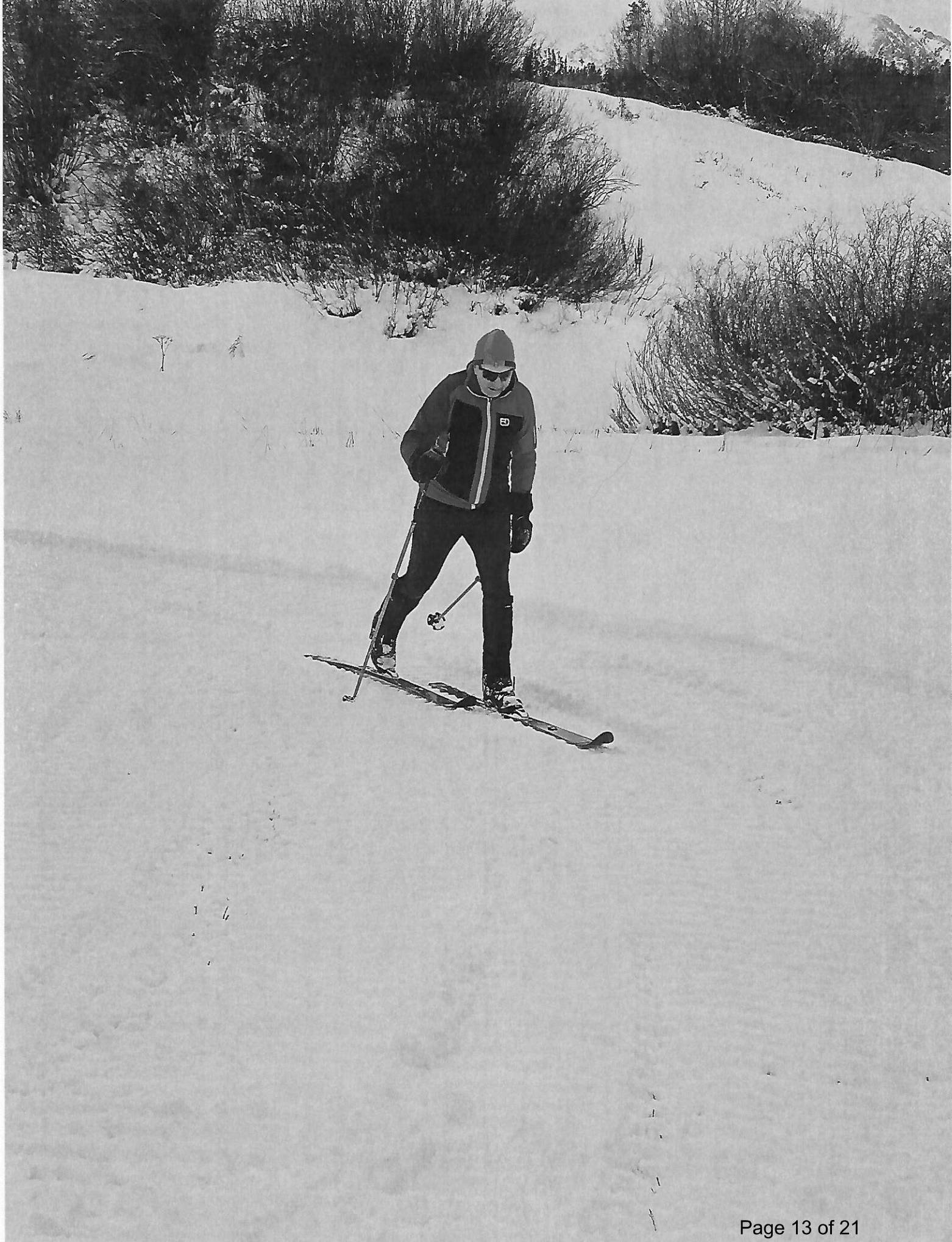
Date: Sept 22, 2023

WINTER RECREATION

- Nordic Track
- Grooming Lower K
- Lease/Purchase groomer (3-year lease to District) - \$4,331 per year
- Lease of Snowcat to District for \$1.00 annually
- Maintenance of snowcat, groomer, etc. – District Annual Maintenance Cost
- Approximately 2 hours per week of Ranch Manager’s time to groom track
- Equipment insured under District’s property and liability coverage

MAX SPEED		DISTANCE	
9.4 MPH		2.2 mi	
- AVG	AVG	▲ ASCENT	▼ DESCENT
4.2	3.6	1.1	1.1
VERTICAL		MAX ALTITUDE	
464 ft		8,828 ft	
▲ ASCENT	▼ DESCENT	MIN	DELTA
229	236	8,756	71
▲ SLOPE	▲ SLOPE	DURATION	
13°	9°	00:36:47	
Dec 10, 2023 at 14:38:45		Dec 10, 2023 at 15:15:33	





Steamboat Powersports
 2989 Riverside Plaza
 Steamboat Springs CO 80487
 (970) 879-5138

EJ OLBRIGHT

Buyer's Order

Date
 Order No.
 Salesman **KELTON RHODES**

H 970-376-4200 W C 970-376-4200

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2023	SKIDOO	ANPH	YH2SANPH1PR000785	BS0785ANPH	\$14,249.00

Parts and Labor:	Price	Qty	Ext Price	SRP	
					\$14,249.00
					\$0.00
				Dealer Unit Price	\$14,249.00
				Parts & Accessories	\$0.00
				Installation	\$0.00
				Freight	\$495.00
				Surcharge	\$0.00
				Dealer Prep	\$485.00
				OHV Registration	\$30.25

*Comparison Option
 in lieu of
 SNOWCAT*

Cash Price	\$15,259.25
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$15,259.25
Sales Tax	\$1,196.92
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$179.50
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
Total Other Charges	\$1,376.42
Sub Total (Net Sale + Other Charges)	\$16,635.67
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$16,635.67

Notes:

Trade Information

Monthly Payment of \$412.65 For 54 Months at 13.49% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) Buyer is responsible for any shortage of taxes not collected at time of purchase. (4) If you default in the performance of your obligations under this agreement, the vehi the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

TIDD TECH

1100 Roundhouse Road • Spooner, WI 54801
(877) 843-3832 • www.tiddtech.com

JIM NEILSEN
802 RUBY RANCH RD

SILVERTHORNE, CO 80498
Phone: 970-485-4342

QUOTATION

No.: **1749**

Customer RFQ No.:

JIM NEILSEN
802 RUBY RANCH RD

SILVERTHORNE, CO 80498
Phone: 970-485-4342

Salesperson			FOB	Terms	Date
Leann Schmock			Origin	PREPAID	12/06/2023
No.	Part No.	Rev.	Description		
1	012366-04	-	G2-7, Seven Foot Generation 2 Groomer, (Rev 2014), ea. - Includes: Pintel style hitch; depth control system; electric actuator for toothbar; snow transfer blades; side flaps; skid disks		
<i>Comment:</i>			Quantity	Price in USD	Extended Price
			1	\$6,592.00	\$6,592.00
No.	Part No.	Rev.	Description		
2	012315-02	-	G2-TS, G2 Tracksetter with electric actuator, ea.		
<i>Comment:</i>			Quantity	Price in USD	Extended Price
			2	\$1,899.00	\$3,798.00
No.	Part No.	Rev.	Description		
3	Packaging		Packaging for Shipment		
<i>Comment:</i>			Quantity	Price in USD	Extended Price
			1	\$150.00	\$150.00
No.	Part No.	Rev.	Description		
4	Shipping		Shipping Charges		
<i>Comment:</i>			Quantity	Price in USD	Extended Price
THIS IS AN ESTIMATE ONLY - PRICING MAY BE SUBJECT TO CHANGE AT TIME OF SHIPPING			1	\$893.50	\$893.50
No.	Part No.	Rev.	Description		
5	Credit Card Fee		3% Credit Card Processing Fee		
<i>Comment:</i>			Quantity	Price in USD	Extended Price
TO BE DETERMINED			1	\$343.01	\$343.01

Payment must be received in full before scheduling deliveries or shipment.

Please remit payment to TiddTech or ALM2 LLC. Accepted forms of payment include check, ACH, Wire Transfer or Credit Card. (3% fee for CC transactions)

Quote valid for 30 days

Subtotal: \$11,776.51
Tax: \$0.00

Grand Total: \$11,776.51

Payment must be received in full before scheduling deliveries or shipment .

Please remit payment to TiddTech or ALM2 LLC. Accepted forms of payment include check, ACH, Wire Transfer or Credit Card. (3% fee for CC transactions)

Quote valid for 30 days

**WILLOW BROOK METROPOLITAN DISTRICT
GENERAL FUND
2024 PROPOSED BUDGET
WITH 2022 ACTUAL, 2023 BUDGET, 2023 YTD ACTUAL AND 2023 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2022 Actual Modified Accrual	2023 Budget Modified Accrual	Actual 11/30/2023 Cash Basis	2023 Estimated Modified Accrual	2024 Proposed Modified Accrual
REVENUES					
Conservation trust fund	\$ 544	\$ 300	\$ 413	\$ 500	\$ 500
Grant funds - wildfire reduction	29,114	-	-	-	-
Safety grant	2,094	-	-	-	-
Interest	3,424	4,000	25,374	26,000	21,000
General fund reserve fees (max 5 mills)	33,046	33,000	43,084	43,084	33,002
Miscellaneous	305	-	155	155	-
Property taxes	324,434	296,954	263,042	263,042	304,146
Specific ownership taxes	15,445	14,900	15,604	17,117	16,900
Snow removal	20,856	18,000	24,200	25,000	15,000
Stable/meadow fees and deposits	500	1,000	-	1,000	1,000
Trash service fees	12,299	12,100	11,623	12,100	25,000
Total revenues	442,061	380,254	383,495	387,998	416,548
EXPENDITURES					
<u>Administrative</u>					
Audit	12,000	12,000	13,921	13,921	14,000
County treasurer fees	16,042	14,848	14,861	14,861	16,900
District management and accounting	68,955	80,000	66,163	80,000	80,000
Election	6,648	10,000	15,701	15,701	-
Insurance and SDA dues	18,811	12,000	2,950	19,532	24,300
Legal	6,193	12,000	16,153	20,000	12,000
Miscellaneous	4,221	4,000	2,652	4,000	15,000
Signage design proposal/improvements	6,309	-	2,653	2,653	30,000
Trash removal	18,764	20,000	21,456	23,758	25,000
Utilities	11,822	10,800	13,709	15,586	18,000
Weeds	194	15,000	6,890	6,890	10,000
Emergency reserve contribution (3%)	-	9,400	-	-	14,000
<u>Operations and maintenance</u>					
Gate	3,597	1,000	1,332	1,332	1,200
Repairs and maintenance general	1,295	2,000	2,284	2,284	2,000
<u>Ranch manager</u>					
Salary	46,340	60,750	53,185	60,750	63,788
Payroll taxes	5,767	10,000	6,957	10,000	10,000
Benefits (including bonus)	7,624	9,000	13,209	14,353	15,000
Back-up support	-	4,350	150	150	4,350
<u>Town of Silverthorne lease purchase</u>					
Town of Silverthorne lease purchase principal	-	-	60,000	60,000	60,000
Town of Silverthorne lease purchase interest	-	-	3,000	3,000	3,000
<u>Irrigation</u>					
Irrigation/meadow management	30	500	500	500	500
<u>Hay meadows and fencing</u>					
Drag hay meadows (\$599/6 hours x 2 days)	-	1,500	-	-	1,500
Meadow fencing & repairs	-	500	893	900	500
Rock removal/fill/compact	-	500	-	-	500
Soil testing/treatment/drag/seed	-	500	-	-	500
Weed spraying and rodent removal	-	2,000	6,896	6,896	-
<u>Roads</u>					
Truck/accessories/gas/insurance	12,015	10,000	10,786	11,962	16,000
Road improvements	17,840	10,000	2,181	2,181	10,000
Culverts	58,099	-	4,950	4,950	-
Equipment rental	5,006	5,000	2,028	2,500	-
Snow plowing salt and sand	3,204	2,000	6,478	10,000	15,000
<u>Stable - equestrian center</u>					
Stable maintenance & security	265	-	900	900	15,000
Replace compact fluorescents with bulbs	50	100	-	100	100
Total expenditures	331,091	319,748	352,838	409,660	478,138
EXCESS OF REVENUES OVER EXPENDITURES	110,970	60,506	30,657	(21,662)	(61,590)
OTHER FINANCING SOURCES (USES)					
Transfer to road paving fund	6,959	18,917	(57,663)	(57,663)	-
Transfer from capital project fund	-	-	151,520	151,520	-
Transfer to water operations fund	(45,877)	-	(26,757)	(26,757)	-
Total other financing sources (uses)	(38,918)	18,917	67,100	67,100	-
NET CHANGE IN FUND BALANCE	72,052	\$ 79,423	\$ 97,757	45,438	(61,590)
BEGINNING FUND BALANCE	158,314			230,366	275,804
ENDING FUND BALANCE	\$ 230,366			275,804	\$ 214,214
General Fund Reserve					
Fees from 2022 - beginning balance		\$ 33,000	\$ 24,015	\$ 24,015	\$ 67,099
General fund reserve fees for 2022 pd 2023		-	9,172	9,172	33,002
Property tax general fund reserve fees for 2023		33,000	33,912	33,912	-
General fund reserve expenses		-	-	-	-
Ending Balance General Fund Reserve		\$ 66,000	\$ 67,099	\$ 67,099	\$ 100,101

**WILLOW BROOK METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2024 PROPOSED BUDGET
WITH 2022 ACTUAL, 2023 BUDGET, 2023 YTD ACTUAL AND 2023 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2022 Actual Modified Accrual	2023 Budget Modified Accrual	Actual 11/30/2023 Cash Basis	2023 Estimated Modified Accrual	2024 Proposed Modified Accrual
REVENUES					
Property taxes - SRF loan	\$ 120,876	\$ 131,099	\$ 131,100	\$ 131,100	\$ 101,751
Property taxes - Mail boxes	-	36,741	36,741	36,741	-
Property taxes - Trash enclosure	-	26,030	26,030	26,030	-
Property taxes - Fuel reduction loan	-	54,259	54,259	54,259	110,838
Specific ownership taxes	5,809	12,500	12,524	12,500	10,700
Interest	19	-	204	204	-
Grant - USFS	125,000	-	-	-	-
Grant Summit County	149,000	-	187,119	187,119	-
Total revenues	400,704	260,629	447,977	447,953	223,289
EXPENDITURES					
County treasurer fees	6,045	12,406	12,416	12,416	10,629
District management and accounting	9,531	-	-	-	-
Election	11,868	-	-	-	-
Legal	6,601	-	-	-	-
Loan expenses	9,375	-	-	-	-
Fuel reduction loan principal	323,000	120,000	25,000	50,000	100,000
Fuel reduction loan interest	5,984	15,647	6,060	10,500	6,239
SRF loan principal	73,071	74,909	67,531	67,531	65,819
SRF loan interest	40,498	38,660	37,849	37,849	31,520
PRV connection of 2 systems	82,474	-	-	-	-
Fire reduction project	381,180	-	-	-	-
Mail box project	-	36,741	52,824	52,824	-
Trash enclosure improvements	-	26,030	27,563	27,563	-
Total expenditures	949,627	324,393	229,243	258,683	214,207
EXCESS OF EXPENDITURES OVER (UNDER) REVENUES	(548,923)	(63,764)	218,734	189,270	9,082
OTHER FINANCING SOURCES					
Loan proceeds	473,000	-	-	-	-
Transfer to general fund	-	-	(151,520)	(151,520)	-
Total other financing sources	473,000	-	(151,520)	(151,520)	-
NET CHANGE IN FUND BALANCE	(75,923)	\$ (63,764)	\$ 67,214	37,750	9,082
BEGINNING FUND BALANCE	263,899			187,976	225,726
ENDING FUND BALANCE	\$ 187,976			\$ 225,726	\$ 234,808
Mail Boxes					
Property taxes - Mail boxes		\$ 36,741	\$ 36,741	\$ 36,741	
Mail box project expense		(36,741)	(52,824)	(52,824)	
Ending Balance Mail Boxes		\$ -	\$ (16,083)	\$ (16,083)	
Trash Enclosure					
Property taxes - Trash enclosure		\$ 26,030	\$ 26,030	\$ 26,030	
Trash enclosure improvement		(26,030)	(27,563)	(27,563)	
Ending Balance Trash Enclosure		\$ -	\$ (1,533)	\$ (1,533)	

**WILLOW BROOK METROPOLITAN DISTRICT
WATER OPERATIONS FUND
2024 PROPOSED BUDGET
WITH 2022 ACTUAL, 2023 BUDGET, 2023 YTD ACTUAL AND 2023 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2022 Actual Modified Accrual	2023 Budget Modified Accrual	Actual 11/30/2023 Cash Basis	2023 Estimated Modified Accrual	2024 Proposed Modified Accrual
REVENUES					
Water service charges	\$ 66,647	\$ 125,618	\$ 81,206	\$ 99,313	\$ 110,000
Matching grant - meters	-	-	-	-	30,000
Project reserve fee (\$75/month)	48,403	49,500	45,201	49,500	49,500
Miscellaneous	-	-	15	15	-
Total revenues	115,050	175,118	126,422	148,828	189,500
EXPENDITURES					
Maintenance contract (basic services)	31,444	30,900	26,527	30,900	30,900
Quarterly tank inspections	-	1,500	-	-	1,500
5-yr comprehensive tank inspection (annual)	-	1,300	-	-	1,300
Annual backflow testing and reporting	-	1,340	-	-	1,340
Lead and copper sampling	-	1,000	-	-	1,000
Compliance sampling	-	1,000	-	-	1,000
Monitoring plan	-	2,720	-	-	2,720
Emergency response plan	-	340	-	-	340
Backflow - Barn	-	1,500	-	-	1,500
Initial BPCCC system survey	-	680	-	-	1,000
Replace piping inside filing #1 well vault	11,620	15,000	5,109	5,109	-
Ranch manager salary/benefits	24,275	24,275	21,252	24,275	25,489
New meter installation	-	30,000	-	-	60,000
Annual fire hydrant maintenance	720	750	720	720	720
Repairs and maintenance	24,531	20,000	5,788	6,000	6,000
Utilities - Town of Silverthorne	192	200	205	205	205
Utility billing	22,729	15,000	11,430	15,000	15,000
Water testing	573	2,500	5,530	7,000	7,000
Well No. 1 - Pumps	-	-	-	-	15,000
Well No. 1 - Instruments	-	-	-	-	15,000
Well No. 2 - Instruments	-	-	-	-	15,000
GWUDI Assessment	-	16,000	19,086	19,086	15,000
Well water evaluation/improvements	38,801	-	45,333	45,333	-
Total expenditures	154,885	166,005	140,980	153,628	217,014
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(39,835)	9,113	(14,558)	(4,800)	(27,514)
OTHER FINANCING SOURCES					
Transfer from general fund	45,877	-	26,757	26,757	-
Total other financing sources	45,877	-	26,757	26,757	-
NET CHANGE IN FUND BALANCE	6,042	\$ 9,113	\$ 12,199	21,957	(27,514)
BEGINNING FUND BALANCE	4,844			10,886	32,843
ENDING FUND BALANCE	\$ 10,886			\$ 32,843	\$ 5,329
Project Fund Reserve-Cash Basis					
Fees from 2022 - Beginning balance		\$ 49,500	\$ 36,526	\$ 49,500	\$ 29,472
Project reserve fee (\$75/month)		49,500	45,201	49,500	49,500
Replace piping inside filing #1 well vault		(15,000)	(5,109)	(5,109)	-
2024 Proposed Projects					(45,000)
GWUDI assessment		(16,000)	(19,086)	(19,086)	(15,000)
Water well evaluation/improvements		-	(45,333)	(45,333)	-
Ending Balance Project Fund Reserve		\$ 68,000	\$ 12,199	\$ 29,472	\$ 18,972

**WILLOW BROOK METROPOLITAN DISTRICT
ROAD PAVING FUND
2024 PROPOSED BUDGET
WITH 2022 ACTUAL, 2023 BUDGET, 2023 YTD ACTUAL AND 2023 ESTIMATED AMOUNTS
FOR THE YEARS ENDED AND ENDING DECEMBER 31,**

	2022 Actual Modified Accrual	2023 Budget Modified Accrual	Actual 11/30/2023 Cash Basis	2023 Estimated Modified Accrual	2024 Proposed Modified Accrual
REVENUES					
Property taxes - road paving	\$ 79,701	\$ 88,765	\$ 88,764	\$ 88,765	\$ 97,857
Specific ownership taxes	3,827	4,500	4,607	5,026	4,900
Interest	13	-	73	73	-
Total revenues	83,541	93,265	93,444	93,864	102,757
EXPENDITURES					
County treasurer fees	3,986	4,439	4,442	4,450	4,900
Loan principal	55,000	55,000	-	55,000	55,000
Loan interest	17,631	15,400	7,700	15,400	13,200
Total expenditures	76,617	74,839	12,142	74,850	73,100
EXCESS OF REVENUES OVER EXPENDITURES	6,924	18,426	81,302	19,014	29,657
OTHER FINANCING USES					
Transfer to/from general fund	(6,959)	(18,917)	57,663	57,663	-
Total other financing uses	(6,959)	(18,917)	57,663	57,663	-
NET CHANGE IN FUND BALANCE	(35)	\$ (491)	\$ 138,965	76,677	29,657
BEGINNING FUND BALANCE	312			277	76,954
ENDING FUND BALANCE	\$ 277			\$ 76,954	\$ 106,611

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

	2022	2023	Adjusted valuation 2024
Assessed Valuation	\$ 6,637,710	\$ 6,782,390	\$ 9,985,415
MILL LEVY			
General Fund	48.300	43.490	30.459
General Fund Reserve	0.000	0.000	3.305
Abatements	0.226	0.510	0.000
Contractual Obligations	18.200	19.200	10.190
Fuel Reduction		8.000	11.100
Trash enclosure (2023 only)		5.417	0.000
Mailboxes (2023 Only)		3.838	0.000
Capital Expenditures	12.000	13.000	9.800
Total Mill Levy	78.726	93.455	64.854
PROPERTY TAXES			
General Fund	\$ 320,601	\$ 294,966	\$ 304,146
General Fund Reserve			33,002
Abatements	923	3,459	-
Contractual Obligations	120,805	130,222	101,751
Fuel Reduction Loan	-	54,259	110,838
Trash enclosure	-	36,741	-
Mailboxes	-	26,030	-
Road Paving Fund	79,653	88,171	97,857
Total Property Taxes	\$ 521,982	\$ 633,848	\$ 647,594