

CASTLE PINES NORTH



METROPOLITAN DISTRICT

Board Meeting Agenda

Monday, January 27th, 2025, at 6:00 p.m.
7404 Yorkshire Drive, Castle Pines, CO 80108

CPNMD residents are welcome to participate either in person or via **Zoom**
To **Zoom** in, visit- www.cpnmd.org/board-meetings

- I. Welcome. Call meeting to order. Pledge of Allegiance.
- II. Roll call. Determination of quorum. Disclosure of potential conflicts.
- III. Consider approving the January 27th, 2025, board meeting agenda.
- IV. Consider approving the November 20th, 2024, Study Session minutes.
- V. Consider approving the November 25th, 2024, board meeting minutes.
- VI. Public comment period. (Three-minute maximum per person).
- VII. Presentation & Discussion RE: The possibility of the District merging with the City of Castle Pines. Michael Penny, City Manager.
- VIII. Communication Director's report.
- IX. Finance Director's report. Eric Harris, Finance Director
 - A. Finance provider transition update.
 - B. Discussion on finance board packet requests, and monthly due date for board packet.
- X. Legal Counsel's report.
 - A. Consider: Financial Controls Resolution.
 - B. Discuss & Consider: Amendment to District Rules and Regulations requiring renewable water rights for inclusion.
 - C. Consider: Annual Administrative Resolution.

- D. 2025 Election update. Consider resolution appointing the designated election official.
- XI. District Manager's report.
- A. Consider: Customer service staffing proposal.
 - B. Mountain States Employer's Council Discussion.
 - C. Conservation Program Update
 - D. Monarch Waterline Project Phase 2 Update.
 - E. Filter Rehab Project selection committee appointment.
 - F. Asset Management Program update.
 - G. Consider: Unlimited PTO beta test.
 - H. Consider: Level Engineering General Agreement.
 - I. Consider: Kennedy Jenks Agreement for Services.
 - J. Consider: Semocor Agreement for Operations Services.
 - K. Consider: Utilo Proposal for locate services.
 - L. Review: Current Contractors and service agreements.
- XII. Executive Session RE: District Manager's Contract.
- A. The Board may upon motion and a 2/3 vote, enter into executive session for the sole purpose of conducting contract negotiations and to instruct negotiators as allowed by Sections 402(3)(a) and 402(4)(e)(1), Colorado Revised Statutes
 - B. Action Items following executive session, if necessary.
- XIII. Discuss the necessity of February study session, or potential work session.
- XIV. Director's Matters.
- XV. Adjourn.

**CASTLE PINES NORTH METROPOLITAN DISTRICT
STUDY SESSION MINUTES
November 20, 2024 – 5:30 p.m.**

HELD: Wednesday, November 20, 2024 at 5:30 p.m.

ATTENDEES: Directors Jason Blanckaert, Leah Enquist (via Zoom), Jana Krell, and Tera Radloff were present. Nathan Travis, District Manager; Phyllis Brown (via Zoom) and Andrea Manion, CRS; Bailey Budnick, Elara Creatives; Kim Seter (via Zoom), Seter, Vander Wall & Mielke; and Erik Helgeson, Bartle Wells were also present.

CONFLICTS: None.

QUORUM: Present.

CALL MEETING TO ORDER: The Study Session was called to order at approximately 5:30 p.m.

2025 DRAFT BUDGET PRESENTATION AND DISCUSSION: Mr. Travis highlighted several unresolved issues with the proposed budget that need to be addressed to ensure the final draft is ready for the upcoming Board meeting on Monday.

Mr. Travis next discussed recent conversations about staffing, specifically plans to add two full-time positions: an Operations Manager and a Field Services Technician.

Director Enquist reminded the Board of a proposed resolution concerning the spending and hiring authority of the District Manager and stressed the importance of having this resolution in place before any hiring occurs, even though the budget anticipates these new positions.

Mr. Seter clarified that the resolution will be presented at the next meeting. No changes have been made to the resolution since it was last shown to the Board. At the upcoming meeting, the Board will have the opportunity to propose amendments to and/or approve the resolution.

The Board next discussed the need for and logistics of purchasing new District vehicles. The Board considered whether buying more than one vehicle was necessary and brainstormed alternatives such as mileage reimbursement. Ultimately, the Board decided to remove the purchase of two new vehicles from the budget, keeping only one.

Mr. Travis then presented the full draft 2025 budget, noting that the District is again requesting certification for 3.5 mills, consistent with last year. However, he pointed out that the District is authorized to collect up to 7.00 mills.

Mr. Seter proposed maintaining a general fund to collect tax revenues, with funds later transferred to water and wastewater enterprise funds, in response to new mill levy certification public disclosure laws.

The discussion moved to capital projects for 2025, including the Arapahoe well re-drill, water treatment plant filter rehabilitation, and well control vault rehabilitation.

Mr. Travis brought up an unresolved billing issue from the backwash reclaim tank upgrade completed in 2023. Emergency repairs on the tank in 2021 were not fully billed, and this was only recently noticed in early 2024 by the contractor. The contractor agreed to delay payment until 2025 to allow for proper budgeting.

Board members suggested that the budget presentation adopt a more positive tone, highlighting the District's investment in improving its infrastructure for the benefit of its citizens.

Continuing with capital projects, Mr. Travis outlined plans for the final phase of the Monarch Boulevard waterline replacement, the installation of 25 designated water sampling stations, and modifications to the surge protection system at the interconnect pump station.

The Board then reviewed budgeted line-item expenses for 2024 versus 2025.

The Board also discussed upcoming wastewater lift station renovations, set to be the District's largest project to date, with construction set to begin in 2025.

Finally, the Board addressed the District's high bank fees, seeking more information on what these fees entail and how they might be reduced.

UPDATED RATE STUDY PRESENTATION: Mr. Helgeson presented the Board with the findings from the District's recent rate study conducted by Bartle Wells, explaining that the goal is to align District revenue more closely with its costs. Mr. Helgeson argued that implementing a rate increase now would lead to smaller rate hikes in the future and pointed out that the District has not increased rates since 2021, despite rising costs due to inflation.

Bartle Wells assessed the District's funding requirements and estimated that \$25.1 million would be needed over the next five years for essential water system upgrades, repairs, and replacements to ensure safe and reliable water operations.

Mr. Helgeson recommended an annual rate revenue increase of 7% through 2028, dropping to 6% thereafter for water services. These recommendations are based on an annual demand of 540 million gallons, an assumption of eight new connections each year, and an \$8.4 million loan to the sewer fund for lift station upgrades.

Mr. Helgeson presented the Board with a chart comparing the District's current and proposed average monthly water bills for single-family homes against those of surrounding water providers. The chart showed that the District's rates are in the middle range, neither the highest nor the lowest.

He then addressed wastewater funding needs, estimating a requirement of \$9.5 million over the next five years. This includes a loan from the water fund for lift station upgrades. Mr. Helgeson recommended an annual rate revenue increase of 8% through 2028, then 7% for wastewater services, based on steady property tax increases within TABOR and mill levy limits, and the \$8.4 million loan from the water fund.

Mr. Helgeson also provided a chart comparing the District's current and proposed average monthly wastewater bills for single-family homes against those of surrounding providers, again positioning the District in the middle.

Mr. Travis discussed the logistics of informing the public about the proposed rate increase. He noted that a notice was initially posted in October, with plans for billing inserts in December and January, and an announcement in the District's preferred newspaper, the Castle Pines Connection. Ms. Budnick suggested sending out an email to inform residents as well.

Various Board members expressed concerns that holiday distractions might reduce public attention to these notices. Director Blanckaert advocated for notifying the public three months in advance to allow for feedback.

Director Krell pointed out that the District would communicate extensively about the matter, with new rates not affecting residents until February, which is a low-use month, rather than during high-use summer periods. The Board determined to proceed with the scheduled rate increase.

ADJOURN: The Study Session adjourned at approximately 8:00 p.m.

**CASTLE PINES NORTH METROPOLITAN DISTRICT
REGULAR BOARD MEETING MINUTES
November 25, 2024 – 6:00 p.m.**

HELD: Monday, November 25, 2024 at 6:00 p.m.

ATTENDEES: Directors Jason Blanckaert, Leah Enquist (via Zoom), Jana Krell, James Mulvey and Tera Radloff were present. Nathan Travis, District Manager; Kim Seter and Paul Polito, Seter, Vander Wall & Mielke; Phyllis Brown (via Zoom) and Andrea Manion, CRS; Erik Helgeson, Bartle Wells; and, various members of the public were also present.

CONFLICTS: None.

QUORUM: Present.

CALL MEETING TO ORDER: The Regular Meeting was called to order at approximately 6:00 p.m.

CONSIDERATION OF AGENDA OF THE MEETING OF THE BOARD OF DIRECTORS: The Board determined to combine agenda items III, IV, and V.

CONSIDERATION OF PAST MEETING MINUTES: Upon motion by Director Radloff, second by Director Krell and unanimous vote, the Board approved the November 25, 2024 meeting agenda as amended, and the minutes from the October 23, 2024 special work session and the October 28, 2024 regular meeting as presented.

PUBLIC COMMENT: Resident Steve Dawes asked whether the contractor responsible for the recent asphalt spill has accepted financial and legal responsibility. Mr. Travis clarified that the contractor immediately accepted responsibility.

Mr. Dawes then inquired about the possibility of the City Manager visiting to discuss a potential merger with the City. Director Blanckaert explained that the District is currently exploring this option among others.

Lastly, Mr. Dawes asked about the timing and logistics of potential rate increases. Mr. Travis noted that there is a general consensus among the Board to proceed with a rate increase, although no official vote has been taken yet. Information regarding these increases will be distributed through the "Castle Pines Connection," billing inserts, and at an open house scheduled for January. Mr. Dawes suggested that the Board should publish an explanation of how the increased rates will be used.

Mr. Dawes discussed the reasoning behind the failed merger with Parker Water, as outlined in Mr. Seter's report, and questioned whether such a merger could have led to reduced rates or smaller rate increases. He requested a comparison of rates among

similarly sized districts, prompted by comments from the last meeting's minutes. Director Blanckaert suggested Mr. Dawes watch the recording of the Board's previous work session, where these topics were discussed in detail. Mr. Dawes noted the challenges of understanding the complex charts presented without public participation at these sessions. Mr. Travis assured that Mr. Dawes's concerns would be addressed more comprehensively in the upcoming billing insert.

Mr. Dawes then sought clarification on the status of the Monarch Water Line project.

Resident Roberta Allen presented her water bills from recent years to the Board, highlighting that her bills had increased despite her adoption of water-conserving landscaping. She asked if there had been annual rate increases and why another increase was necessary this year. Mr. Travis explained that there have been no rate increases since 2021, suggesting that her increased bills were due to usage. He also reminded her of the District's available free water conservation and landscaping programs and encouraged her to contact the District for further review of her usage rates.

Terry Reibold, publisher of the Castle Pines Connection, thanked the Board and Mr. Travis for their ongoing partnership. Ms. Reibold praised the Board's commitment to transparency and their openness in communicating with the public.

COMMUNICATION DIRECTOR'S REPORT: Mr. Travis reported that due to a change in travel plans, Ms. Budnick would not be present to discuss her report. He then addressed the upcoming open house, emphasizing the need for the Board to set a date for the event. Mr. Travis explained that the open house's purpose is to inform the public about upcoming water rate increases, explain the necessity of these changes, and provide an opportunity for feedback and to address community concerns. He also noted that there would be a chance for the public to submit questions and feedback before the open house.

After discussion, the Board decided to schedule a single open house session for Tuesday, January 7, 2025, from 5:30 pm to 7:30 pm.

FINANCE DIRECTOR'S REPORT:

Ratify Claims for Payment. Ms. Manion presented the claims for payment to the Board. After further discussion, and upon motion by Director Blancakert, second by Director Radloff and unanimous vote, the Board approved and ratified claims for payment including check numbers 28905-28960 and electronic payments issued from October 23, 2024 through November 20, 2024, for a total of \$1,881,491.95.

Ms. Manion presented an overview of the District's budget versus actual figures, focusing on revenues and expenditures, including tax collection revenues and water operating expenses. She also reviewed the District's cash position with the Board.

CONSIDERATION OF RESOLUTION DELEGATING AUTHORITY TO THE DISTRICT MANAGER AND ADOPTING FINANCIAL CONTROLS:

Director Enquist provided background and context for the proposed resolution aimed at delegating authority to the District Manager while adopting financial controls. She noted that earlier in the year, Mr. Travis had proposed hiring six new staff members, which was surprising due to the scale and the unclear roles these positions would fill. Director Enquist highlighted the District's aging infrastructure, pointing out that the Board has been focusing heavily on capital improvement projects, which involve significant costs. She expressed concern over the lack of detailed information she received regarding these projects and their associated costs.

The proposed resolution aims to address this by enhancing accountability and oversight, not just for capital projects but also for hiring decisions related to District employees and contractors. This resolution would mandate that the District Manager provide the Board with thorough research before seeking approval for funding projects or personnel. Director Enquist suggested that the Board work with Mr. Travis to set spending limits and establish a process for transparency and accountability that supports rather than hinders District operations.

Mr. Seter then delved deeper into the specifics of the resolution with the Board. They discussed setting an appropriate spending limit to balance accountability with efficiency for Mr. Travis. The Board sought Mr. Travis's opinion on what the spending limit should be. He suggested a limit of around \$60,000, with any check over \$20,000 requiring co-signing by a designated Board member.

Director Krell shared her research on comparable financial guidelines, specifically citing the City of Aurora's purchasing policy. According to this policy, no Board approval is needed for expenditures under \$25,000. Expenses between \$25,000 and \$50,000 would be listed in a weekly report or require some form of alert. Costs from \$50,000 to \$2,000,000 require Board approval unless they are budgeted capital projects with at least three bids, in which case they would also just appear on a weekly report. Any expenditure over \$2,000,000 must go to the City Council for approval.

The Board discussed how a weekly report or notification system for expenses would work in practice. Director Krell clarified that the Board would be notified of any expenses exceeding \$25,000, and these would be automatically approved unless a Board member explicitly requests further discussion at a meeting. This means that "budgeted-for" does not necessarily equate to "approved for spending" under the resolution.

Director Radloff noted that by adopting the criteria from Director Krell, the Board would remove sections 1.a, 1.b, and 1.c from the resolution.

Concerning section 1.d, Mr. Travis pointed out that providing cost documentation within 48 hours of an emergency is impractical since contractor invoices might take up to 30 days to arrive. The Board then brainstormed alternative approaches for handling emergency expenditures.

Mr. Seter reviewed the expenditure approval process detailed in the resolution. For Mr. Travis to get approval, his requests would need to include a comprehensive description of the expenditure's need and purpose, alternative solutions, pricing options, a justification of the preferred option, and how it aligns with the Board's long-term planning. Mr. Travis suggested amending section 2 to require an outline of either alternative means for completing a project or a justification as to why only one proposal was presented.

For section 3 of the resolution concerning the hiring of District employees, Director Blanckaert proposed adding a stipulation that the District Manager must disclose any necessary equipment purchases associated with new hires.

After some Board members advocated for removing the requirement to review potential hires' resumes (section 3.c), Director Enquist argued for its retention, expressing concerns about the qualifications of Mr. Travis and his hires. Following further discussion, the Board agreed to amend section 2.c so that the District Manager would be required to notify the Board of potential new hires, including their qualifications and resume.

Director Radloff raised privacy concerns about discussing potential new hires publicly.

The Board decided to amend the section to allow for a 48-hour window for Board members to raise objections after being notified of a potential new hire. If no objections are made within this period, approval is assumed.

CONSIDERATION OF PROPOSED 2025 RATES AND FEES: Mr. Helgeson gave the Board a presentation on the outcomes of the District's recently completed rate study. His presentation included a comparison of the District's rates with those of other nearby water providers and projected cash flows for the next ten years.

He explained that the District hasn't increased its rates since 2021, even though costs have risen by 24.4% during that time. Additionally, each of the enterprise funds, particularly the sewer fund, is facing significant capital expenditures.

Several Board members shared their thoughts on the proposed rate increase, emphasizing their commitment to making decisions that benefit the community. The Board discussed the extensive deliberation behind the rate hikes and the importance of providing quality water while maintaining up-to-date infrastructure.

Mr. Travis reiterated that operational costs had risen by 24.4%. To address these increasing expenses, he announced that the District would implement a 7% increase in water service rates and an 8% increase in wastewater service rates, effective January 1, 2025. This adjustment would amount to an average increase of \$9.90 per month for a typical in-district, single-family residential customer, with \$6.48 attributed to water and \$3.42 to sewer. This calculation applies to customers with a ¾" water meter, which is

the standard for the majority of the District's residents. Mr. Travis clarified that even after this increase, residents would pay less than they did in 2022, due to the removal of a fee that was temporarily imposed that year.

Following a motion by Director Blanckaert, seconded by Director Krell, and a unanimous vote, the Board approved the rate increases of 7% for water and 8% for wastewater.

PRESENTATION AND PUBLIC HEARING OF PROPOSED 2025 BUDGET:

At 7:55 p.m., the Board opened the public hearing on the proposed 2025 budget.

Resident Steve Dawes asked if the proposed budget had been prepared with the new rate increases. Director Blanckaert confirmed that it had. Mr. Dawes then questioned when the decision for a 7% rate increase was made. Director Blanckaert explained that this figure was determined over several months. Mr. Dawes expressed confusion, pointing out that if the Board had already agreed on the 7% increase, the approval tonight seemed more like a formality.

Mr. Seter informed Mr. Dawes that notice of the proposed fee increase was posted about two months ago, and that Mr. Helgeson had attended previous Board meetings to discuss the matter.

Director Radloff clarified that the rate study had been ongoing for months, and at the last study session, the Board decided to include the 7% figure in the budget. Mr. Travis added that rate increases were discussed at the October Board meeting and a previous special work session.

Director Enquist thanked Mr. Dawes for his feedback and acknowledged that all legal notification requirements were met. However, she conceded that if the District's most engaged citizen felt uninformed before the vote, perhaps there is room for the District to improve transparency regarding future rate increases.

There being no further public comment, the Board closed the public hearing on the 2025 budget.

Consider Approval of Budget, Mill Levy and Appropriation of Funds: After motion by Director Radloff, second by Director Blanckaert and unanimous vote, the Board approved the Resolution Adopting the Budget, Levying Property Taxes and Appropriating Money to Each Fund as presented in the meeting packet and directed counsel to certify the mill levy with any changes in the final assessed valuation, with the understanding that no staff will be hired prior to Board approval of the resolution delegating authority to the District Manager and adopting financial controls.

LEGAL COUNSEL'S REPORT: Mr. Seter delivered the legal counsel report.

Consider Memorandum of Understanding re Regional Water Efficiency Study: Mr. Seter informed the Board that the memorandum of understanding regarding the regional water efficiency study had been substantively revised with previously proposed changes from the Board and the manager of the Dominion Water and Sanitation District.

After motion by Director Radloff, second by Director Krell and unanimous vote, the Board approved the memorandum of understanding regarding the regional water efficiency study.

DISTRICT MANAGER'S REPORT: Mr. Travis presented his report to the Board.

Mr. Travis updated the Board that residents in the Pine Ridge HOA, specifically those in the Villa Carriage homes, have encountered an unusual amount of groundwater over the last couple of months. The District has been performing various tests to confirm that this water does not originate from their system. Currently, there's no evidence to suggest that the District is responsible for the excess groundwater.

In response to an inquiry from Director Enquist, Mr. Travis clarified that these residents have observed that sump pumps, which typically run infrequently, are now operating almost continuously in four specific homes.

Update on CDPHE Lab Deficiency Report: Mr. Travis reported that a lab technician from the Colorado Department of Public Health and Environment (CDPHE) failed to follow proper sample collection procedures, leading to the invalidation of several thousand water quality samples. Specifically, tests for Haloacetic Acids (HAA5) and copper from 2018 to 2020 have been invalidated.

CDPHE has informed Mr. Travis that no immediate action is required from the District. The District remains confident that there are no health or safety issues, as testing levels before and after this period have consistently been well below federal guidelines and regulations.

Additionally, this information has been posted on the District's website. In light of this news, Mr. Travis has received a few requests for water testing from concerned residents.

Consider 2025 Board Meeting Schedule: Mr. Travis suggested that the Board continue with its regular meeting schedule, holding meetings on the fourth Monday of each month, with work sessions on the Wednesday prior, except for January. Director Enquist asked that meetings where budget or rate increase discussions are planned be clearly marked for public awareness. Mr. Travis agreed.

Following a motion by Director Blanckaert, seconded by Director Krell, and with a unanimous vote, the Board decided to cancel the December 11, 2024, meeting and approve the 2025 meeting schedule as presented.

DIRECTOR'S MATTERS: Director Radloff suggested the Board review the District's contracts and determine what the Board's priorities are for the upcoming year. The Board determined to address these matters at its January study session.

ADJOURN: The regular Board meeting adjourned at approximately 8:40 p.m.

DRAFT



11/15/24 - 01/15/25

COMMUNICATIONS REPORT

Insight

Due to the cancelling of the scheduled December Board Meeting, this report includes data that was planned to be presented at the December 2024 meeting. This includes, year-to-end data, as well as December communication.

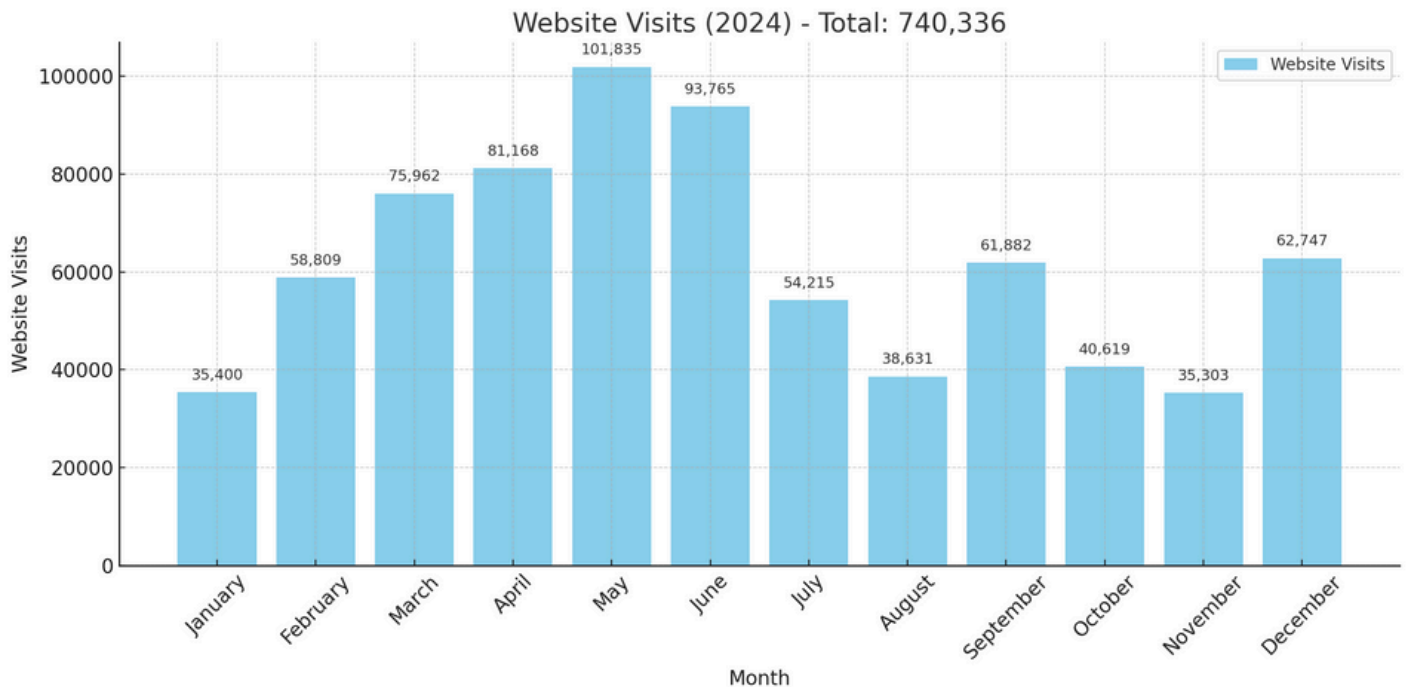
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2024 Marketing Metrics

TOTAL ENGAGEMENT

- Website



- January 2024: Website visits increased by 14% compared to December 2023, reflecting strong engagement at the start of the year.
- May/June 2024: Website visits peaked in May (101,835 visits) and remained high in June (93,765 visits). This surge aligns with the boil water notice, demonstrating that people were effectively accessing critical information during this period.
- December 2024: Website visits (62,747) were 77.8% higher than December 2023, showcasing a significant year-over-year improvement in engagement working with Elara.

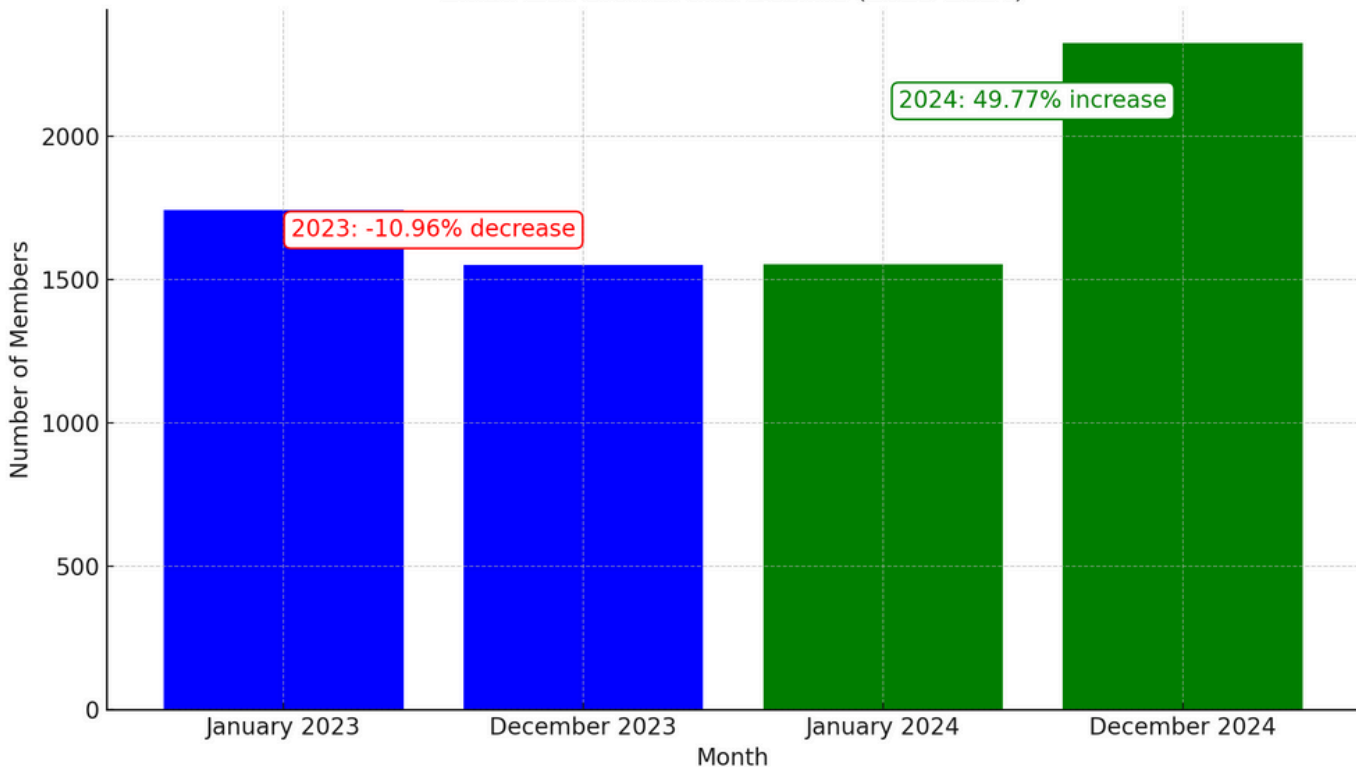
2024 Marketing Metrics

TOTAL ENGAGEMENT

- Email

Starting in 2024, CPNMD discovered that their email communication system was not optimized. Emails were being sent directly through the website, which made it challenging to include clear, high-quality photos and maintain readability for users. This approach limited their ability to effectively engage their audience and deliver visually appealing, informative content, prompting the need for a more streamlined and efficient solution. Starting in May 2024, CPNMD transitioned its email delivery system to Flodesk, significantly improving accessibility and user experience.

Email List Growth and Decline (2023-2024)



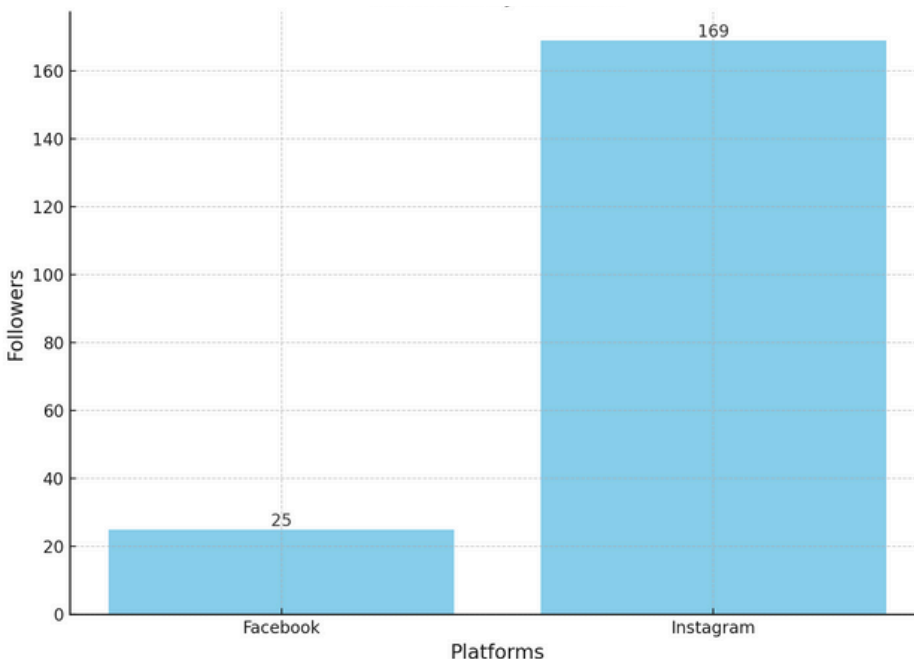
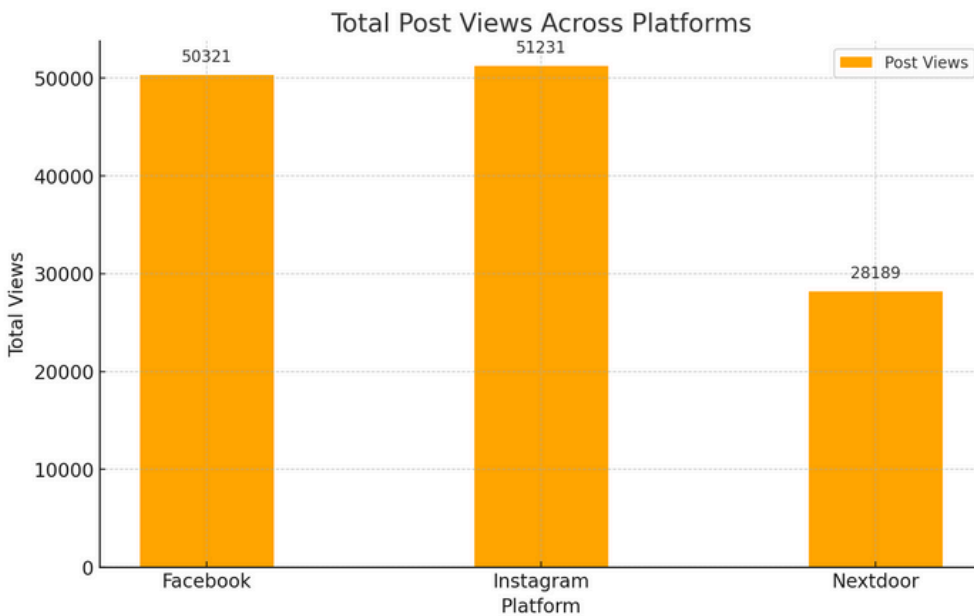
- 49.77% increase in sign-ups while working with Elara.
- 2024 Total Emails Sent: 47
- 2023 Average Open Email Rate: 67.81%
- 2024 Average Open Email Rate: 64.7%
- Focused on clear calls to action in email content, making it easy for residents to sign up and stay informed.
- Increased visibility of the email notification option, ensuring residents were aware of this service.

2024 Marketing Metrics

TOTAL ENGAGEMENT

- Social Media

When Elara began working with CPNMD in 2024, the district had no social media presence to engage with its community. Recognizing this gap, we created and managed the Instagram, Facebook, and Nextdoor accounts, delivering consistent, engaging, and informative content. Through these platforms, the district is able to keep residents informed and connected to CPNMD’s initiatives and updates.



2024 Marketing Metrics

TOTAL ENGAGEMENT

- Social Media key Points
 - Increased Engagement:
 - Gained 25 new followers on Facebook and 169 new followers on Instagram.
 - Achieved a combined total of 116,552 post views across Facebook, Instagram, and Nextdoor.
- High Activity:
 - Published an impressive 219 posts across all platforms, ensuring consistent communication and engagement with the audience.
- Platform Growth:
 - Established and actively managed Instagram, Facebook, and Nextdoor accounts for CPNMD, starting from no prior social media presence.
- Detailed Insights:
 - Women made up 65.4% of the audience, with men comprising 34.6%.
 - Significant engagement from key age groups:
 - Women aged 25-44 made up the largest portion (40.9% combined).
 - Men aged 25-44 also showed strong engagement (23.1% combined).

2024 SOW Summary

STATEMENT OF WORK SUMMARY

- NextDoor Communication
 - Optimization and content creation for platform engagement.
- Social Media Management
 - Optimize and create content for Instagram and Facebook
 - Weekly posts including stories, highlights, and graphic design.
 - Monthly social media metrics report.
 - Platform monitoring and responding to inquiries.
- Newsletter Assistance
 - Content creation and graphic design.
 - Writing assistance and email subscriber management.
 - Newsletter marketing.
- Videography and Photography
 - Monthly Content Shoots
 - Capture content, subject-matter-expert interviews, and project updates.
 - Assets available for future projects and media use.
- Ad Reach Management
 - Targeted content for local demographics on Facebook, Instagram, and NextDoor.
 - Manage reach and optimization.
- Website Updates
 - New page creation, page maintenance, and asset integration.

2024 Marketing Goals

SUMMARY:

In alignment with the objectives outlined in the 2024 Statement of Work that was created through multiple planning meeting with the District Manager prior to contract, the marketing efforts successfully delivered measurable results that met and exceeded the District's communication and engagement goals. Each initiative was executed with a strategic approach to ensure impactful and consistent messaging across all channels. Below is an overview of the primary goals and the ways they were accomplished:

OPTIMIZE AND CREATE COMMUNICATION FOR NEXTDOOR:

- Optimized communication strategies to ensure timely and relevant updates for residents.
- Leveraged Nextdoor to drive engagement, achieve transparency, and provide hyper-local updates tailored to the platform's audience.
- Results:
 - Nextdoor became a key touchpoint for fostering community connections, contributing to the combined social media reach of 116,552 post views.

OPTIMIZE AND CREATE CONTENT FOR SOCIAL MEDIA:

- Published 219 posts across Instagram, Facebook, and LinkedIn, maintaining a consistent bi-weekly posting schedule.
- Designed and maintained Instagram Stories, Highlights, and engaging graphic content to increase brand visibility.
- Results:
 - Gained 25 new followers on Facebook and 169 new followers on Instagram.
 - Achieved consistent engagement and enhanced community awareness.

NEWSLETTER ASSISTANCE

- To enhance communication, they transitioned to Flodesk in May, streamlining email delivery and improving user experience.
- Results
 - Achieved a 49.77% increase in email sign-ups while working with Elara.
 - Sent 47 emails in 2024 with an impressive open rate of 64.7%, maintaining high engagement.

VIDEOGRAPHY/PHOTOGRAPHY COVERAGE

- Provided visual assets to enhance marketing collateral and reinforce branding.
- Captured highlights from events and initiatives, creating a richer narrative for the District's story.

2024 Marketing Goals

AD BUY

- Executed a monthly targeted ad buy to enhance social media reach and drive audience growth on META and NextDoor.

WEBSITE UPDATES

- Ensured the website remained a central hub for information with regular updates and clear navigation, including website banners, new webpages, and routine emergency notification banners.
- Results:
 - Achieved 740,336 website visits in 2024, reflecting a well-maintained digital presence.

ADDITIONAL ACCOMPLISHMENTS

- Billing Statements:
 - Created compelling billing statements to connect with residents on key topics and direct them to additional resources on the website.
- Event Support:
 - Successfully planned and supported two major community events—Food Truck Frenzy and Party in the Park—by creating promotional items, educational posters, and engaging activities.
- 2025 Budget Document:
 - Created and refined the budget document through rounds of editing.
- Crisis Communication Plan:
 - Developed a curated crisis communication plan to prepare for and effectively manage potential issues.

12/15/24 - 01/15/25 Marketing Metrics

WEBSITE ENGAGEMENT (12/15 - 01/15)

- Website Visits
 - 51,328
 - Specific Page Visits
 - CPNMD Calendar of Events: 13,323 Page Views | 12/15 - 01/15
 - Homepage: 4,962 Page Views | 12/15 - 01/15
 - Board Emergency Meeting 2:00pm ZOOM ONLY : 617 Page Views | 12/15 - 01/15

EMAIL COMMUNICATION

- **6 EMAILS SENT**
 - 72.1% Average Open Rate
 - 3.3% Average Link Click Rate

META SOCIAL MEDIA ENGAGEMENT (FACEBOOK AND INSTAGRAM)

- Total Impressions:
 - 48,131
- Total Profile Views
 - 245
- Total Website Clicks
 - 982
- New Follows
 - Instagram: +17 (169 total)
 - Facebook: +3 (48 total)

2025 Budget

SUMMARY:

The budget report has reached its final stage of completion. Significant progress has been made, including finalizing the layout and refining the verbiage

PFAS and PFOA

SUMMARY:

This communication focused on addressing community concerns regarding PFAS and PFOA “forever chemicals,” a timely topic due to new federal regulations. Castle Pines North Metro District tested all well water sources and was thrilled to announce no detectable amounts of PFAS/PFOA in the untreated well water. It also highlighted Centennial Water's ongoing efforts to refine their treatment processes to further reduce PFAS levels.

MESSAGE CHANNELS:

- Social Media: Announced no PFAS/PFOA in untreated well water and compliance of Centennial Water’s treated water with federal standards with a video of Director Nathan Travis speaking on the matter.
- Website: Created a detailed webpage the explanation and video of Director Nathan Travis speaking on the matter.
- Email: Distributed a newsletter summarizing the topic, compliance updates, and a link to for residents to ask questions.

Colorado Water Sample Communication

SUMMARY:

CPNMD addressed concerns raised by a recent Channel 7 investigative news report regarding improper testing procedures at a state lab. Communication clarified the following:

- Water quality samples for Copper and Total Haloacetic Acids (HAA5) from 2018-2020 were invalidated due to faulty state lab testing.
- Water testing prior to 2018 and since 2022 has been well below regulatory limits and is not cause for concern.
- Since 2022, CPNMD has utilized Colorado Analytical, a certified and qualified lab unaffiliated with the state lab in question, ensuring reliable water quality testing.

MESSAGE CHANNELS:

- Email
- Emergency banner
- CPNMD webpage

2025 Board Meeting Schedule

SUMMARY:

The 2025 Board Meeting Calendar of Events was successfully distributed to residents. The calendar highlights key dates and events for the year, providing transparency and ease of planning for all involved.

MESSAGE CHANNELS:

- Email
 - Calendar details were shared with residents.
- Social Media
 - Posts were published on platforms.
- Billing Insert
 - Access to calendar was included as an insert in mailed billing statements.
- Website Page:
 - A dedicated webpage was created to host the calendar, offering a user-friendly and accessible format and access to Zoom link as well.
- Website Calendar
 - The events were integrated into the organization’s digital calendar on the website for ongoing reference.

Rate Increase

SUMMARY:

We launched a comprehensive communication campaign to inform residents about upcoming water and wastewater rate adjustments, as well as critical infrastructure improvements designed to enhance water quality and system reliability. The campaign emphasized the district's commitment to providing safe, high-quality, and cost-effective services while addressing rising operational costs and future capital needs.

- Infrastructure Improvements:
 - Projects include replacing aging water lines, upgrading treatment plant filters for enhanced iron removal, and modernizing the sanitary sewer system and lift stations. These efforts will result in clearer water, fewer service interruptions, and improved system safety and reliability.
- Rate Adjustments:
 - A 7% increase in water service rates and an 8% increase in wastewater service rates will take effect on January 1, 2025. This equates to an average monthly increase of \$9.90 for single-family residential customers, still keeping rates below early 2022 levels.
- Financial Transparency:
 - A comprehensive cost-of-service study is scheduled for 2025 to ensure continued financial stability and accountability for future infrastructure investments.

MESSAGE CHANNELS:

- December and January Connection Ads
- December and January Billing Insert
- A dedicated webpage and FAQ Page providing detailed information about the projects and rate adjustments.
- An email notification sent to the customer base for direct communication.
- Multiple social media posts to increase awareness and engagement.

Freeze Warning

SUMMARY:

The Freeze Warning Notice campaign was launched to alert residents of impending freezing temperatures that started last Friday, lasting several days. The key focus of the campaign was to provide actionable tips to help homeowners protect their pipes and stay safe during the freeze. The message included:

- Leave cabinet doors open to allow warm air to circulate around pipes.
- Set thermostats above 65°F to prevent pipe freezing.
- Disconnect garden hoses from outdoor spigots.
- Keep a slow drip in faucets to maintain water flow and reduce freezing risks.
- Ensure garage doors remain closed to trap warmth.

MESSAGE CHANNELS:

- Email Campaign
- Dedicated Webpage
- Social Media Posts

Virtual Board Meeting

SUMMARY:

A Virtual Emergency Board Meeting was held to address urgent matters impacting the community. Residents were encouraged to participate actively and engage in the discussion by joining via the provided Zoom link. The meeting agenda was made available online for transparency and easy access.

MESSAGE CHANNELS:

- Email Campaign: With Linked access to the meeting agenda and Zoom link to attend.
- Updated webpage with meeting agenda.
- Social Media Posts: Updated residents on the emergency meeting and provided needed links to understand the meeting and attend via Zoom.

2024 Achievements

SUMMARY:

Including the capital project accomplishments and 2025 plans highlights our commitment to transparency, progress, and strategic planning. By reflecting on 2024 achievements, we showcase the tangible steps taken to improve infrastructure, enhance operational efficiency, and prioritize safety and functionality. Detailing the 2025 plans allows residents to see how we are building on these accomplishments to achieve long-term goals, ensuring continued investment in sustainable and effective water management systems.

MESSAGE CHANNELS:

- Email Campaign
- Updated to the Capital Projects website page
- Social Media Posts
- February Connection Ad

Daupler Public Notification Data

SUMMARY:

There have been no Daupler Notifications needed during this time period.

December Connection Ad

CASTLE PINES NORTH

METROPOLITAN DISTRICT™

We wish you a happy holiday season and a peaceful new year!

Investing In Our Community's Water Future

The Castle Pines North Metropolitan District is committed to enhancing water quality and system reliability through essential capital improvements. Key projects include replacing aging water lines, upgrading treatment plant filters for superior iron removal, and modernizing our sanitary sewer system and lift stations. These investments will result in clearer water for residents, fewer service interruptions, and improved overall system reliability and safety.

Since our last rate adjustment in 2021, we have experienced a 24.4% increase in operational costs due to inflation. In early 2022, we reduced rates by eliminating a fixed monthly \$15.00 renewable water fee. To address rising costs and fund critical infrastructure projects, we will implement a 7% increase in water service rates and an 8% increase in wastewater service rates effective January 1, 2025. This adjustment equates to an average monthly bill increase for an In-District, single-family residential customer of \$9.90 (\$6.48 for water and \$3.42 for sewer). This is based on a customer with a ¾" meter, water use of 10,000 gallons, and a sewer bill based on average winter water use of 5,000 gallons. Notably, even with these changes, residents will still pay less on average than at the beginning of 2022.

Our mission remains to provide high-quality, reliable, and safe drinking water and wastewater services at the lowest possible cost. To ensure financial stability and transparency, we will conduct a comprehensive cost-of-service study in 2025. This initiative will help us better forecast capital needs, anticipate potential adjustments, and continue delivering value to our residents. We appreciate your understanding and support as we invest in our community's water infrastructure to ensure a sustainable and reliable water future for all.

We understand you may have questions. Please visit <https://www.cpnmd.org/understanding-upcoming-2025-rate-changes> or scan the QR code to the right to learn more.

This January, CPNMD invites you to join us for an open house. We welcome and encourage all residents to attend! Details coming soon!



We are conducting our final meeting to review and adopt the 2025 budget, which will be open to the public for observation and engagement.

The draft budget is available online at <https://www.cpnmd.org/budget-information> or by scanning the QR code to the right.

Please contact nathan@cpnmd.org for any questions and comments on the 2025 budget.

Wednesday, December 11th @ 6:00pm
Adopt 2024 Budget Final Meeting

All budget meetings are hosted at 7404 Yorkshire Drive, Castle Pines CO 80108, and available on Zoom to watch live at <https://www.cpnmd.org/board-meetings>



January Connection Ad



Happy New Year, Castle Pines!

As we step into 2025, we are filled with gratitude for the vibrant community we serve and the opportunities ahead. January is a time for renewed focus, and we're excited to share updates, projects, and events throughout the year that will continue to enhance our local resources.

Continuing Our Commitment to Our Community's Water Future

The Castle Pines North Metropolitan District remains dedicated to ensuring high-quality water and system reliability through vital capital improvements.

For a typical single-family customer, this adjustment means an average monthly bill increase of \$9.90. Even with this change, rates remain below 2022 levels.

As shared earlier, since our last rate adjustment in 2021, operational costs have increased by 24.4% due to inflation. In early 2022, we responded by eliminating the \$15.00 fixed renewable water fee. To address ongoing rising costs and fund critical capital projects, water and wastewater rates will increase by 7% and 8%, respectively, starting January 1, 2025.



We are grateful for your support and understanding as we continue investing in our community's water infrastructure to secure a sustainable and reliable water future for generations to come.

We understand you may have questions. Please visit <https://www.cpnmd.org/understanding-upcoming-2025-rate-changes> or scan the QR code to the right to learn more.

This month, CPNMD is hosting an open house to discuss the recent rate increases. All residents are welcome to attend and are encouraged to submit any questions or comments prior to the meeting.

When: January 14, 2025 | 5:30 PM – 7:30 PM MT
Where: 7404 Yorkshire Dr, Castle Pines, CO 80108, US

Please submit your comments for the Open House by visiting <https://www.cpnmd.org/january-14th-open-house-question-form> or by scanning the QR code to the left.

First Board Meeting of 2025

Our next Board Meeting will be Monday, January 27th, 2025 at 6:00pm. Please see the 2025 Board Meeting Schedule. All Board Meetings are hosted at the **Castle Pines North Metropolitan District** 7404 Yorkshire Dr, Castle Pines CO. They are also available to watch via Zoom at www.cpnmd.org/board-meetings.

Board Study/Work Sessions 5:30pm	Board Meetings 6:00pm
Thursday, January 23rd	Monday, January 27th
Wednesday, February 19th	Monday, February 24th
Wednesday, March 19th	Monday, March 24th
Wednesday, April 23rd	Monday, April 28th
Wednesday, May 21st	Tuesday, May 27th* <small>*Moved to accommodate Memorial Day</small>
Wednesday, June 18th	Monday, June 23rd
Wednesday, July 23rd	Monday, July 28th
Wednesday, August 20th	Monday, August 25th
Wednesday, September 17th <small>** Board 2025 Budget Work session</small>	Monday, September 22nd <small>** Presentation of 2025 Draft Budget</small>
Wednesday, October 22nd	Monday, October 27th <small>** Public Hearing, Adopt 2025 Budget</small>
Wednesday, November 19th	Monday, November 24th
	Monday, December 29th <small># Necessary</small>
<small>o Dates and Times are subject to change o Study & Work Sessions held on an as-needed basis</small>	<small>*Adjusted Date **Tentative</small>

December Billing Insert

INVESTING IN OUR COMMUNITY'S WATER FUTURE

The Castle Pines North Metropolitan District is committed to enhancing water quality and system reliability through essential capital improvements. Since our last rate adjustment in 2021, we have experienced a 24.4% increase in operational costs due to inflation. In early 2022, we reduced rates by eliminating a fixed monthly \$15.00 renewable water fee. To address rising costs and fund projects, water and wastewater rates will increase by 7% and 8%, respectively, starting January 1, 2025. This will raise the average monthly bill for a typical single-family customer by \$9.90, keeping rates still below 2022 levels.

We appreciate your understanding and support as we invest in our community's water infrastructure to ensure a sustainable and reliable water future for all.

We understand you may have questions. Please visit <https://www.cpnmd.org/understanding-upcoming-2025-rate-changes> or scan the QR code to the right to learn more.



This January, CPNMD is hosting an open house to discuss the recent rate increases. All residents are welcome to attend and are encouraged to submit any questions or comments prior to the meeting.

When: January 14, 2025 | 5:30 PM – 7:30 PM MT

Where: 7404 Yorkshire Dr, Castle Pines, CO 80108, US

Please submit your comments for the Open House by visiting

<https://www.cpnmd.org/january-14th-open-house-question-form>

or by scanning the QR code to the left.



NEXT DISTRICT BOARD MEETING

Our next Board Meeting will be Monday, January 27th, 2025 at 6:00pm. Our Board of Directors unanimously approved the 2025 budget, mill levy, and rate increases at our November Board Meeting. As a result, **we have removed the Wednesday, December 11th, 2024 Board Meeting from the schedule.**

The finalized 2025 budget will be available online at

<https://www.cpnmd.org/budget-information>.

Please contact nathan@cpnmd.org for any questions and comments on the 2025 budget.

Castle Pines North Metropolitan District
7404 Yorkshire Dr, Castle Pines CO 80108 • (303)-688-8550 • www.cpnmd.org

January Billing Insert

AS WE WELCOME 2025, WE ARE GRATEFUL FOR THE VIBRANT CASTLE PINES COMMUNITY AND EXCITED TO CONTINUE OUR PARTNERSHIP PROVIDING CLEAN AND EFFICIENT WATER AND WASTEWATER SERVICES.

WE INVITE YOU TO OUR JANUARY OPEN HOUSE

The Castle Pines North Metropolitan District is committed to enhancing water quality and system reliability through essential capital improvements. Since our last rate adjustment in 2021, we have experienced a 24.4% increase in operational costs due to inflation. In early 2022, we reduced rates by eliminating a fixed monthly \$15.00 renewable water fee. To address rising costs and fund projects, water and wastewater rates will increase by 7% and 8%, respectively, starting January 1, 2025. This will raise the average monthly bill for a typical single-family customer by \$9.90, keeping rates still below 2022 levels. We appreciate your understanding and support as we invest in our community's water infrastructure to ensure a sustainable and reliable water future for all.

We understand you may have questions.
Please visit <https://www.cpnmd.org/understanding-upcoming-2025-rate-changes>
or scan the QR code to the right to learn more.



To answer any questions you may have, we invite you to join us for an Open House to discuss this topic deeper. We welcome and encourage all residents to attend!

WHEN

January 14, 2025 | 5:30 PM – 7:30 PM MT

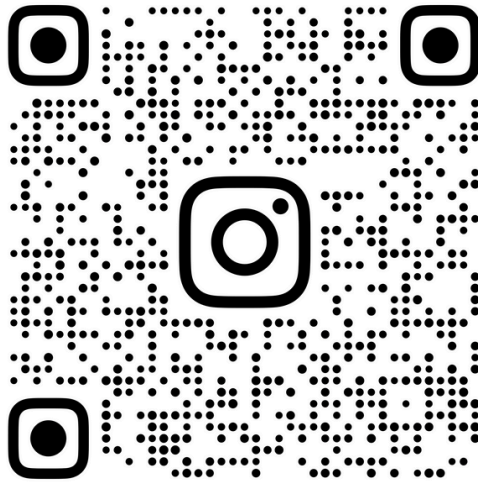
WHERE

7404 Yorkshire Drive,
Castle Pines, Colorado 80108, US



Please submit your comments for the Open House by visiting <https://www.cpnmd.org/january-14th-open-house-question-form> or by scanning the QR code to the left.

All Graphics/Videos Shared



We're grateful to share some positive news about the safety of our community's drinking water.

PFAS and PFOA "forever chemicals" have been a large topic recently, especially with new federal regulations taking effect. At Castle Pines North Metro District, we've tested all of our well water sources and are thrilled to announce that no detectable amounts of PFAS/PFOA have been found in our untreated well water!

In the fall and winter months, our drinking water comes from Centennial Water. While PFAS has been detected in their untreated water, we're happy to report that their treated drinking water complies with the new federal standards. Centennial has been working hard to refine their treatment processes and reduce PFAS presence even further.

Have a question or comment? [↓](#)

Main Phone Number: 303-688-8550

Office Address:
Castle Pines North Metro District
7404 Yorkshire Drive
Castle Pines, CO 80108

Hours of Operation:
Open 8:00 AM to 4:30 PM, Monday - Friday

All Graphics/Videos Shared

Discussing the Topic of PFAS and PFOA

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CASTLE PINES NORTH
METROPOLITAN DISTRICT

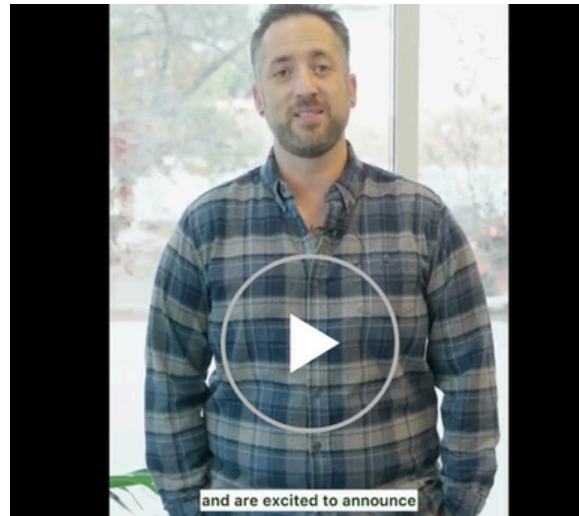
DISCUSSING PFAS AND PFOA

As we head into Thanksgiving, we'd like to bring you an update we can all be thankful for! We're grateful to share some positive news about the safety of our community's drinking water.

PFAS and PFOA "forever chemicals" have been a large topic recently, especially with new federal regulations taking effect. At Castle Pines North Metro District, we've tested all of our well water sources and are thrilled to announce that no detectable amounts of PFAS/PFOA have been found in our untreated well water!

In the fall and winter months, our drinking water comes from Centennial Water. While PFAS has been detected in their untreated water, we're happy to report that their treated drinking water complies with the new federal standards. Centennial has been working hard to refine their treatment processes and reduce PFAS presence even further.

Please click the video below to learn more on this topic from our District Manager, Nathan Travis.



Have any questions? [CLICK HERE](#) or visit <https://www.cpnmd.org/contact-us>

Castle Pines North Metropolitan District
7404 Yorkshire Dr, Castle Pines CO 80108 • (303) 688-8550 • www.cpnmd.org

All Graphics/Videos Shared



castlepinesnorthmetrodistrict As we wrap up another year, the Castle Pines North Metropolitan Water District sends our warmest holiday wishes to you and your families.

🌟 From all of us at the District, may your holiday season be filled with joy, and may the New Year bring health, happiness, and prosperity.

Here's to a bright and sustainable 2025!

All Graphics/Videos Shared



UNDERSTANDING UPCOMING RATE CHANGES

The Castle Pines North Metropolitan District is committed to enhancing water quality and system reliability through essential capital improvements. Key projects include replacing aging water lines, upgrading treatment plant filters for superior iron removal, and modernizing our sanitary sewer system and lift stations.

These investments will result in clearer water for residents, fewer service interruptions, and improved overall system reliability and safety.

Since our last rate adjustment in 2021, we have experienced a 24.4% increase in operational costs due to inflation. In early 2022, we reduced rates by eliminating a fixed monthly \$15.00 renewable water fee. To address rising costs and fund critical infrastructure projects, we will implement a 7% increase in water service rates and an 8% increase in wastewater service rates effective January 1, 2025. This adjustment equates to an average monthly bill increase for an In-District, single-family residential customer of \$9.90 (\$6.48 for water and \$3.42 for sewer).

Rate Adjustment (Effective Jan 1, 2025)

Water rates: +7%
Wastewater rates: +8%
Average increase: **\$9.90/month per household***



Looking Ahead

In 2025, we'll conduct a cost-of-service study to ensure financial stability and transparency. Thank you for supporting our mission to provide reliable, high-quality water services at the lowest possible cost!

*Based on typical residential use: 10,000 gal water, 5,000 gal winter sewer.

www.cpnmd.org

castlepinesnorthmetrodistrict At Castle Pines North Metropolitan District, we're investing in our water system to ensure cleaner, safer, and more reliable services for all residents. These improvements include replacing aging infrastructure, upgrading treatment filters, and modernizing sewer systems.

Since our last rate adjustment in 2021, operational costs have increased by 24.4% due to inflation. To address these rising costs and fund these vital infrastructure upgrades, we will implement a modest adjustment to service rates effective January 1, 2025. This adjustment includes a 7% increase in water service rates and an 8% increase in wastewater service rates, resulting in an average monthly increase of \$9.90 for single-family residential customers.

As we look ahead, we remain dedicated to transparency and financial stability. In 2025, we will conduct a cost-of-service study to ensure that we continue to provide exceptional services at the lowest possible cost.

Thank you for your understanding and support as we work to enhance the quality and reliability of our water system for the benefit of the entire community.

We will be hosting an Open House to discuss the proposed rate increase and to answer any questions you may have.

When: January 14, 2025 | 5:30 PM - 7:30 PM MT
Where: 7404 Yorkshire Dr, Castle Pines, CO 80108

We encourage all residents to attend and share their thoughts. Can't make it? Submit your questions ahead of time below:
<https://www.cpnmd.org/january-14th-open-house-question-form>.

All Graphics/Videos Shared

Understanding Upcoming Rate Changes

www.cpnmd.org



UNDERSTANDING UPCOMING RATE CHANGES

The Castle Pines North Metropolitan District is committed to enhancing water quality and system reliability through essential capital improvements. Key projects include replacing aging water lines, upgrading treatment plant filters for superior iron removal, and modernizing our sanitary sewer system and lift stations. These investments will result in clearer water for residents, fewer service interruptions, and improved overall system reliability and safety.

Since our last rate adjustment in 2021, we have experienced a 24.4% increase in operational costs due to inflation. In early 2022, we reduced rates by eliminating a fixed monthly \$15.00 renewable water fee. To address rising costs and fund critical infrastructure projects, we will implement a 7% increase in water service rates and an 8% increase in wastewater service rates effective January 1, 2025. This adjustment equates to an average monthly bill increase for an In-District, single-family residential customer of \$9.90 (\$6.48 for water and \$3.42 for sewer). This is based on a customer with a ¾" meter, water use of 10,000 gallons, and a sewer bill based on average winter water use of 5,000 gallons. Notably, even with these changes, residents will still pay less on average than at the beginning of 2022.

Our mission remains to provide high-quality, reliable, and safe drinking water and wastewater services at the lowest possible cost. To ensure financial stability and transparency, we will conduct a comprehensive cost-of-service study in 2025. This initiative will help us better forecast capital needs, anticipate potential adjustments, and continue delivering value to our residents. We appreciate your understanding and support as we invest in our community's water infrastructure to ensure a sustainable and reliable water future for all.

WHAT IS CAUSING THIS INCREASE?

The rate adjustments are necessary to address rising costs associated with delivering water and wastewater services, including inflation, operational expenses, and system maintenance. These adjustments ensure we can continue providing reliable services while investing in our district infrastructure.

WHEN WAS THE LAST TIME RATES WERE INCREASED?

CPNMD last implemented a rate increase in 2021. In 2022, we actually lowered rates by removing the \$15.00 renewable water fee from residents' monthly bills.

IS THIS NEW RATE HIGHER THAN YEARS PAST?

Although the increase will result in a higher monthly bill compared to recent years, our total bills will still be nearly \$4.00 lower per month than they were in early 2022.

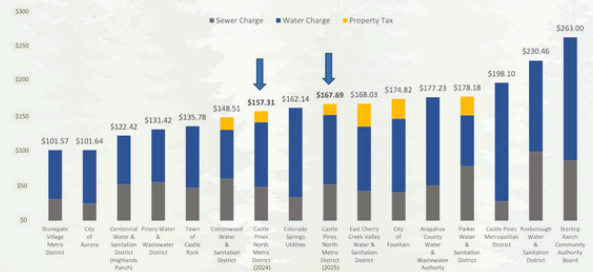
HOW DO OUR RATES COMPARE TO OTHER LOCAL DISTRICTS?

Even with the upcoming increases, CPNMD's rates remain competitive with those of neighboring districts. Our commitment is to maintain affordability while delivering high-quality services. Please see the comparison chart below:

OUR RATES COMPARED TO OTHER LOCAL DISTRICTS

Even with the upcoming increases, CPNMD's rates remain competitive with those of neighboring districts. Our commitment is to maintain affordability while delivering high-quality services.

SINGLE-FAMILY RESIDENTIAL MONTHLY COMBINED WATER & SEWER BILLS THIS IS BASED ON AN AVERAGE MONTHLY WATER USE OF 14,000 GALLONS



WHAT ARE THESE FUNDS GOING TOWARDS?

The additional funds will be allocated toward operational expenses, Capital Projects, system maintenance, and ensuring the reliability of wastewater services and drinking water delivery. We previously were an aging water district with infrastructure in need of significant updates. Over the past few years, our focus has been on improving and modernizing this infrastructure through capital projects to ensure it remains sustainable and capable of delivering high-quality, efficient water and wastewater services. These upgrades are essential not only for meeting today's needs but also for securing reliable services for future generations in our community.

This January, CPNMD invites you to join us for an open house to discuss this topic deeper. We welcome and encourage all residents to attend!

When: January 14, 2025 | 5:30 PM - 7:30 PM MT
Where: Community Center - Main Room - North Community Center Room #1
7404 Yorkshire Dr, Castle Pines, CO 80108, US

Please submit your questions for the Open House at
<https://www.cpnmd.org/january-14th-open-house-question-form>

All Graphics/Videos Shared



CASTLE PINES NORTH
METROPOLITAN DISTRICT

CPNMD RATE INCREASE OPEN HOUSE

This January, CPNMD invites you to join us for an Open House to discuss this topic deeper.

We welcome and encourage all residents to attend!

WHEN January 14, 2025 | 5:30 PM – 7:30 PM MT



WHERE 7404 Yorkshire Dr, Castle Pines, CO 80108, US


 Please submit your questions for the Open House at <https://www.cpnmd.org/january-14th-open-house-question-form>

www.cpnmd.org

castlepinesnorthmetrodistrict CPNMD Rate Increase Open House

We value our residents' input! Join us this January for an Open House to discuss the district rate increase and get your questions answered.

 When: January 14, 2025 | 5:30 PM – 7:30 PM MT
 Where: 7404 Yorkshire Dr, Castle Pines, CO 80108

We encourage all residents to attend and share their thoughts. Can't make it? Submit your questions ahead of time below:
 <https://www.cpnmd.org/january-14th-open-house-question-form>.

All Graphics/Videos Shared

Rate Increase Open House www.cpnmd.org

CASTLE PINES NORTH
METROPOLITAN DISTRICT

RATE INCREASE OPEN HOUSE

This January, CPNMD invites you to join us for an Open House to discuss our upcoming Rate Increase deeper.

We welcome and encourage all residents to attend!

WHEN January 14, 2025 | 5:30 PM – 7:30 PM MT

WHERE 7404 Yorkshire Dr, Castle Pines, CO 80108, US

 Please submit your questions for the Open House at <https://www.cpnmd.org/january-14th-open-house-question-form>

We look forward to seeing you there!

Castle Pines North Metropolitan District
7404 Yorkshire Dr, Castle Pines CO 80108 • (303) 688-8550 • www.cpnmd.org

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All Graphics/Videos Shared

Open House Posters/Hand-Outs

CASTLE PINES NORTH
 METROPOLITAN DISTRICT

COMMON RATE INCREASE QUESTIONS

? WHAT IS CAUSING THIS INCREASE?

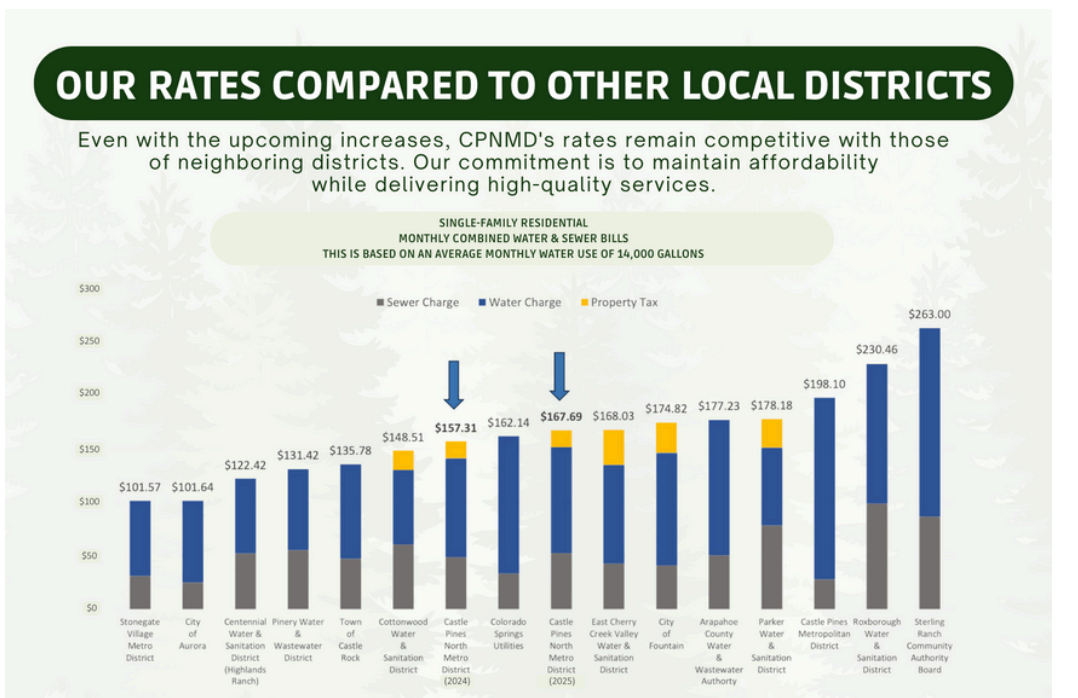
The rate adjustments are necessary to address rising costs associated with delivering water and wastewater services, including inflation, operational expenses, and system maintenance. These adjustments ensure we can continue providing reliable services while investing in our district infrastructure.

? WHEN WAS THE LAST TIME RATES WERE INCREASED?

CPNMD last implemented a rate increase in 2021. In 2022, we actually lowered rates by removing the \$15.00 renewable water fee from residents' monthly bills.

? IS THIS NEW RATE HIGHER THAN YEARS PAST?

Although the increase will result in a higher monthly bill compared to recent years, our total bills will still be nearly \$4.00 lower per month than they were in early 2022.



All Graphics/Videos Shared

Open House Posters/Hand-Outs

**RECEIVE
UPDATES**



**GET IN
TOUCH**

Phone
(303) 688-8550

District Manager
Nathan Travis
Nathan@cpnmd.org

District Office
7404 Yorkshire Dr, Castle
Pines, CO 80108

Social Media
@CastlePinesNorthMetroDistrict



CASTLE PINES NORTH
METROPOLITAN DISTRICT

**2025
RATE
CHANGE
Information**



Castle Pines North Metropolitan District
7404 Yorkshire Dr, Castle Pines, CO 80108
(303) 688-8550 • www.cpnmd.org


District Comparison

Even with the upcoming increases, CPNMD's rates remain competitive with those of neighboring districts.

Our commitment is to maintain affordability while delivering high-quality services.

Comparing Single-Family Residential Monthly Combined Water & Sewer Bills
This is based on an average monthly water use of 14,000 gallons.


SCAN THE CODE BELOW TO SEE THE DISTRICT COMPARISON CHART:



<https://www.cpnmd.org/our-rates-compared-to-other-local-districts>

Rate Change Information

- **Reasons for Increase**
Rising costs for water/wastewater services, inflation, and system maintenance.
- **Last Rate Change**
CPNMD last implemented a rate increase in 2021. In 2022, we actually lowered rates by removing the \$15.00 renewable water fee from residents' monthly bills.
- **Comparison to Past**
New rates are higher than recent years but still ~\$4/month lower than in 2022.




2024/2025

District Projects

- Filter Rehabilitation Project
- Liquid Ammonia Sulfate Project
- Well Vault Rehabilitation Project
- Documentation and Asset Management
- Yorkshire Water Line Replacement
- Monarch Waterline

SCAN TO LEARN ABOUT 2024 ACCOMPLISHMENTS AND 2025 GOALS FOR DISTRICT CAPITAL PROJECTS

<https://www.cpnmd.org/capital-projects-see-what-we-re-working-on>



All Graphics/Videos Shared



www.cpnmd.org

castlepinesnorthmetrodistrict As we head into a new year, we wanted to take a moment to highlight past 2024 Capital Project Achievements and our plans for 2025.

Have a question or comment on any Capital Project Plans? [↓](#)

Main Phone Number: 303-688-8550

Office Address:
Castle Pines North Metro District
7404 Yorkshire Drive
Castle Pines, CO 80108

Hours of Operation:
Open 8:00 AM to 4:30 PM, Monday - Friday

All Graphics/Videos Shared

CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)

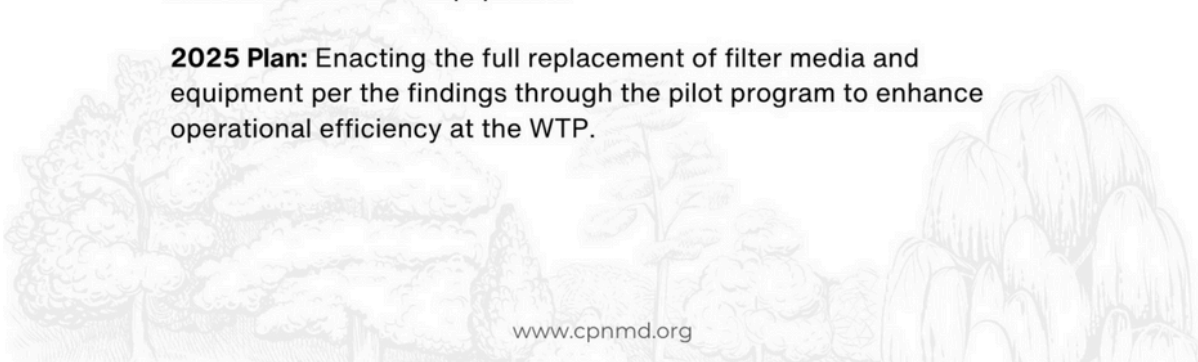


FILTER REHABILITATION PROJECT



2024 Accomplishment: The scope of work to upgrade and rehabilitate the six media filters at the Water Treatment Plant (WTP) was defined in collaboration with Kennedy Jenks. A 16-week pilot program began in late March 2024 to test and confirm media types and modernize filter equipment.

2025 Plan: Enacting the full replacement of filter media and equipment per the findings through the pilot program to enhance operational efficiency at the WTP.



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All Graphics/Videos Shared

CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)

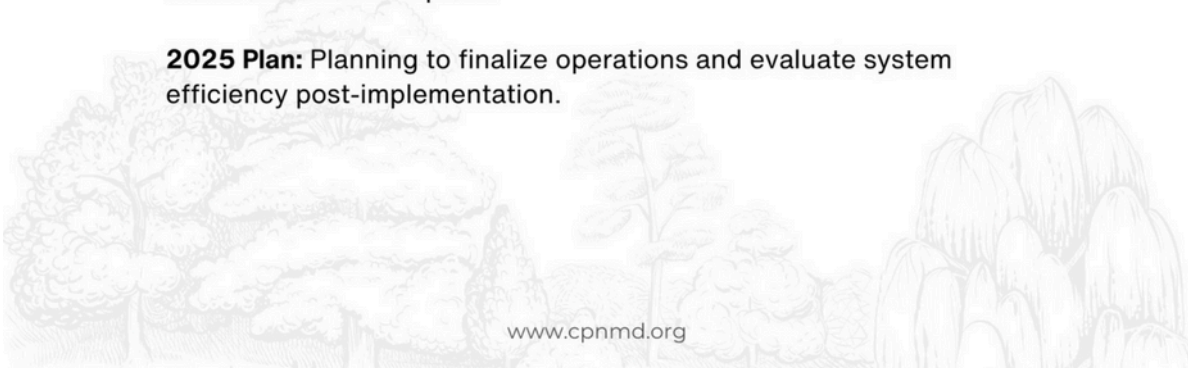


LIQUID AMMONIA SULFATE (LAS) PROJECT




2024 Accomplishment: The construction is nearing completion, with start-up processes underway. This includes relocating the ammonia sulfate chemical room to improve safety, maintenance access, and functionality. A workshop and storage area were constructed within the treatment plant.

2025 Plan: Planning to finalize operations and evaluate system efficiency post-implementation.



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castlepinesnorthmetrodistrict As we head into a new year, we wanted to take a moment to highlight past 2024 Capital Project Achievements and our plans for 2025.

Have a question or comment on any Capital Project Plans? 

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CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)

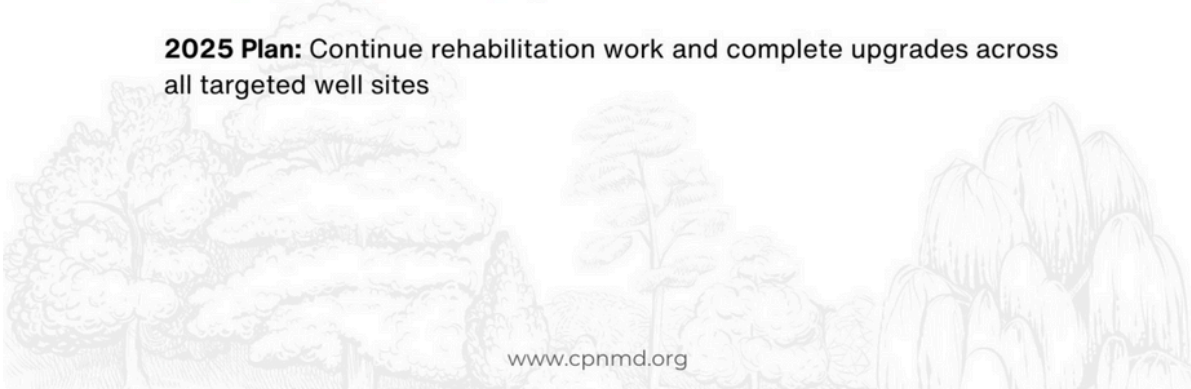


WELL VAULT REHABILITATION PROJECT



2024 Accomplishment: The work has begun to standardize equipment, replace outdated components, improve security, and rehabilitate aging concrete at three vaults. *Note:* This project targets metering and control vaults, not the wells themselves.

2025 Plan: Continue rehabilitation work and complete upgrades across all targeted well sites



castlepinesnorthmetrodistrict As we head into a new year, we wanted to take a moment to highlight past 2024 Capital Project Achievements and our plans for 2025.

Have a question or comment on any Capital Project Plans? [↓](#)

Main Phone Number: 303-688-8550

Office Address:
Castle Pines North Metro District
7404 Yorkshire Drive
Castle Pines, CO 80108

Hours of Operation:
Open 8:00 AM to 4:30 PM, Monday - Friday

All Graphics/Videos Shared

CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)



DOCUMENTATION AND ASSET MANAGEMENT



2024 Accomplishment: Fieldwork for identifying asset hierarchy and conducting condition assessments has been completed. Progress includes preparing for integration with the AIMS asset management system, focusing on Water Treatment Plants, Well Sites, Booster Pump Stations, and Interconnect Pump Stations.

2025 Plan: Finalize the asset hierarchy integration into the CIP planning system and begin long-term planning for infrastructure improvements.



www.cpnmd.org

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CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)



MONARCH WATERLINE



2024 Accomplishment: Phase 1 of the waterline construction was completed successfully.

2025 Plan: Construction on Phase 2 is anticipated to begin in June 2025.



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CAPITAL PROJECT ACCOMPLISHMENTS (2024) & PLANS (2025)



YORKSHIRE WATER LINE REPLACEMENT


2024 Accomplishment: The Yorkshire Water Line was successfully replaced ahead of the City's pavement restoration project, saving costs and reducing disruptions for residents. Completed by the end of Q2 2024.

2025 Plan: Coordinate further waterline replacements with upcoming city road construction projects to maintain efficiency and cost savings.



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CASTLE PINES NORTH
METROPOLITAN DISTRICT

Virtual Emergency Board Meeting

Tuesday, January 14th, 2025, at 2:00 p.m.
ZOOM ONLY

CPNMD residents are welcome to participate via Zoom.
Zoom link: <https://us06web.zoom.us/j/89983776539?pwd=dXmKid6Y7UqjGbVuZ08aNW2OekjpvB.1>

castlepinesnorthmetrodistrict Attention: Virtual Emergency Board Meeting

 Tuesday, January 14th, 2025, at 2:00 p.m.
(ZOOM ONLY!)

Click Here to View the Meeting Agenda:
<https://www.cpnmd.org/2025-01-14-board-emergency-meeting-2-00pm-zoom-only>

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All Graphics/Videos Shared

A graphic for a virtual emergency board meeting. It features the Castle Pines North Metropolitan District logo at the top. The main text reads "Virtual Emergency Board Meeting" in a large, white serif font. Below this, it says "Tuesday, January 14th, 2025, at 2:00 p.m." and "ZOOM ONLY" in a smaller, white sans-serif font. There are two white buttons with black text: "Click Here to View Meeting Agenda" and "Click Here to Access Zoom Meeting". A light green box contains the Zoom link and password. The background is a blurred image of people in a meeting room.

CASTLE PINES NORTH
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Click Here to Access Zoom Meeting

Castle Pines North Metropolitan District
7404 Yorkshire Dr, Castle Pines CO 80108 • (303) 688-8550 • www.cpnmd.org

All Graphics/Videos Shared



castlepinesnorthmetrodistrict Beginning Friday night, temperatures will be below freezing for several days!

Tips to protect your pipes!

Leave cabinet doors open to prevent pipes from freezing.
Set your thermostat above 65 degrees to protect your pipes.
Disconnect your hose.
Keep a slow drip in your faucet.
Leave garage door closed.

Stay Warm, Stay Safe!

All Graphics/Videos Shared



FILTER REHABILITATION PROJECT

2024 Accomplishment: The scope of work to upgrade and rehabilitate the six media filters at the Water Treatment Plant (WTP) was defined in collaboration with Kennedy Jenks. A 16-week pilot program began in late March 2024 to test and confirm media types and modernize filter equipment.

2025 Plan: Enacting the full replacement of filter media and equipment per the findings through the pilot program to enhance operational efficiency at the WTP.

LIQUID AMMONIA SULFATE (LAS) PROJECT

2024 Accomplishment: The construction is nearing completion, with start-up processes underway. This includes relocating the ammonia sulfate chemical room to improve safety, maintenance access, and functionality. A workshop and storage area were constructed within the treatment plant.

2025 Plan: Planning to finalize operations and evaluate system efficiency post-implementation.

WELL VAULT REHABILITATION PROJECT

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DOCUMENTATION AND ASSET MANAGEMENT

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YORKSHIRE WATER LINE REPLACEMENT

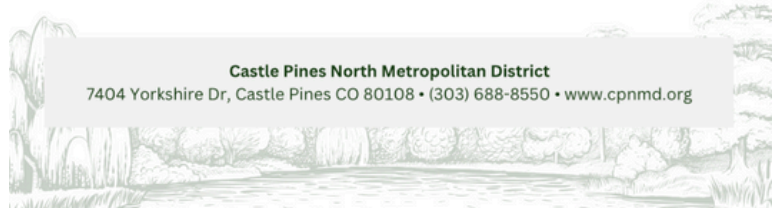
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Memorandum

TO: Board of Directors – Castle Pines North Metropolitan District

FROM: Eric Harris, H2 Advisors

DATE: January 23rd, 2025

RE: Financial Report – January 2025 Board of Director Meeting

H2 Advisors (H2) commenced work for Castle Pines North Metropolitan District (CPNMD) on Monday, January 20th, 2025, following approval of its engagement letter by the Board of Directors on January 14th, 2025.

Transition From Existing Service Provider

H2 developed the attached preliminary transition plan for the Board's review to transfer records and duties from the District's existing financial service provider to H2.

Anticipated Development of Proposed Processes and Documents

H2 plans to produce and present the December 2024 Budget to Actual Report, District Cash Position, and other financial reports at the February 2024 Board Meeting. H2 will need to obtain necessary documentation from the prior District Account to ensure completeness of its financial records.

In coordination with Nathan Travis, District Manager, we are awaiting a response from CRS Colorado to schedule a meeting and discuss finalize the transition plan. CPNMD and H2 have submitted an initial document request for files and access related to the finance functions.

Current Priorities

H2's tasks include coordinating and finalizing the District's 2024 General Ledger and executing the previously mentioned transition plan.

Upcoming Schedule

January 31st, 2025 – IRS 1099/W2 Payroll Compliance, State Annual Budget Filing (C.R.S. § 29-1-113(1)) Deadlines
February 19th, 2025 – CPNMD Board Work Session attendance (if needed)
February 22nd, 2025 – CPNMD Board Meeting attendance
May 6th, 2025 – Regular Election
May 26th, 2025 – Audit Fieldwork Starts

Finance Projects - WBS



WT Chk	Skip WBS	Index	Name	Description	Assigned To	Approver	Approval Status	Start Date	End Date	New End Date	Change	Task Status	% Complete	Milestone % Complete	Date Completed	Date Closed	At Risk	Est. Task Duration	Actual Task Duration	Duration Variance
		9	H2A-10105	High priority submission created by Eric Harris on 01/21/25 10:43 AM									0%	0						
		8.1	*H2A-10105 - CPNMD - Finance - MD *	Castle Pines North - Transition from existing Service Provider to H2 Advisors	Eric Harris			01/20/25	03/31/25		0	In Progress	0.05306	0.05306					70	
		8.1.1	Planning	Planning	Eric Harris			01/20/25	03/31/25		0	In Progress	0.0195	0.33					70	
		9.1.1.1	Documentation of Transition Plan	Documentation of Transition Plan	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.1.2	Planning Meeting with CPNMD	Meet with CPNMD staff to discuss immediate issues	Eric Harris			01/20/25	03/31/25		0	Complete	0.33	1					70	
		9.1.1.3	Setup File Structure	Setup HQA File Structure	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		8.1.2	Transition Items	Immediate Transition Items	Eric Harris			01/20/25	03/31/25		0	In Progress	0.03306	0.0312					70	
		9.1.2.1	System Accesses	Coordinate with Nathan on Accesses	Eric Harris			01/20/25	03/31/25		0	In Progress	0.0112	0.068					70	
		9.1.2.1.1	Banking and Investment Accounts	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.1.1	City-Wide Banks	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.1.2	CoTrust	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.1.3	First Bank	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.2	Debt and Trust Accounts	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.2.1	JPM Chase	Retain Account Access, Bank Contact and all performed Bank Reconciliations	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.3	IT Systems Accesses	System Accesses	Eric Harris			01/20/25	03/31/25		0	In Progress	0.68	0.2					70	
		9.1.2.1.3.1	FinancialEdge NXT	System Accesses	Eric Harris			01/20/25	03/31/25		0	Complete	0.22	1	01/23/25				70	3
		9.1.2.1.3.2	Payroll System	System Accesses	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.3.3	CUSI	System Accesses	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.3.4	S: Drive Access	System Accesses	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.1.3.5	H2A to Setup SharePoint Website	Evaluate if it is necessary	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.2.2	Debt Covenants	Review all Debt Covenants	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.2.2.1	Review latest Debt Covenant Filing	Review latest JPM Chase Debt Covenant Filing	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		8.1.3	Continuity of Services - District		Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1	Compliance	Compliance	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.1	Local	Compliance	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.1.1	Review any Local Filings	Annual Report filed with the CP?	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.2	State	Compliance	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.2.1	Annual Budget Filing	Review and Confirm Annual Budget Filing will be Completed	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.2.2	State Payroll Filings	Review and Confirm	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.3	Federal	Compliance	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.3.1	Payroll Filings Complete	Review and Confirm	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.1.3.2	1099 Filings Complete	Confirm if 1099s are filed and/or completed	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.3.2	Payroll	Review Payroll Process	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.3.2.1	Obtain and Run Payroll for Districts - 10/12/2025	Obtain necessary information to run pay period payroll on 1/31/24	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		8.1.4	Review of Documentation and Accounting Ledger		Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.1	Financial Analysis	Analyze, Retain and Prepare Necessary Documentation	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.1.1	Review Chart of Accounts	Review Chart of Accounts and Mapping from 2023, 2024 and updates for 2025 Budget	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.1.2	Review 2024 and 2025 Budgets	Review	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.1.3	Review Equity Rollforward from 12/31/2024	Review and Complete	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.1.4	Review Control Environment	Review SOX, Close Process, Global System Accesses	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2	Legal Analysis	Review	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2.1	Review Current Legal Matters	Review Current Legal Matters	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2.2	Review Service Plan Changes	Review Service Plan and Proposed Changes	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2.3	Review Resolutions	Review all Resolutions	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2.4	Review Transparency Notice	Review Transparency Notice	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.2.5	Review District Policies	PII, Financial, Necessary Operational, etc.	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0					70	
		9.1.4.2.6	Review and Document current Voter Authorizations	Review and Document current Voter Authorizations	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.3	Contracts	Obtain and Document all Contracts	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.3.1	Review Existing Service and Capital Contracts	Review applicable service agreements and existing capital projects	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.3.2	Review Lease and Revenue Generation Contracts	Review	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.3.3	Review Current IGAs	Review	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.4	Communication Plan	Review and Coordinate	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.4.1	Deliverables for Communication Plan	Meet with Bailey Budnik on Upcoming Deliverables Necessary for existing communications plan	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.4.2	Review Financial Information on CPNMD Website	Review and coordinate updates to Financial Information on CPNMD Website	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		9.1.4.5	Development of Monthly Task List	Develop Month Financial Checklist for Board of Director Meeting and Financial Period Closing	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0					70	
		8.1.5	Coordination with Service Providers		Eric Harris			01/20/25	03/31/25		0	In Progress	0.0336	0.67					70	

WT	CHK	Skip WBS	Index	Name	Description	Assigned To	Approver	Approval Status	Start Date	End Date	Now End Date	Change	Task Status	% Complete	Milestone % Complete	Date Completed	Date Closed	At Risk	Est. Task Duration	Actual Task Duration	Duration Variance
185		<input type="checkbox"/>	9.1.5.1	Coordination with Auditor (Rubin Brown)	Meet with Rubin Brown to Discuss Timeline on Audit and obtain accesses and necessary documentation	Eric Harris			01/20/25	03/31/25		0	Complete	0.33	1	01/23/25		<input type="checkbox"/>	70	3	-57
186		<input type="checkbox"/>	9.1.5.2	Coordination with Rates Analyst (Barle & Wells)	Notify and Meet with Barle and Wells	Eric Harris			01/20/25	03/31/25		0	In Progress	0%	0			<input type="checkbox"/>	70		
187		<input type="checkbox"/>	9.1.5.3	Blackbaud	Added to Account with Blackbaud	Eric Harris			01/20/25	03/31/25		0	Complete	0.34	1	01/23/25		<input type="checkbox"/>	70	3	-57
188		<input type="checkbox"/>	9.1.8	 Governance Reporting					01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
189		<input type="checkbox"/>	9.1.8.1						01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
190		<input type="checkbox"/>	9.1.8.2						01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
191		<input type="checkbox"/>	9.1.8.3						01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
192		<input type="checkbox"/>	9.1.8.4						01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
193		<input type="checkbox"/>	9.1.7	 Proposed Changes	Review and Expand	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
194		<input type="checkbox"/>	9.1.7.1	Board Packet Changes	Proposed Changes to Board Packet Preparation and Timeframe	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
195		<input type="checkbox"/>	9.1.7.2	Budget to Actual Reporting	Create Revised Budgetary Basis Reporting	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
196		<input type="checkbox"/>	9.1.7.3	Contract/Project/CAPEX Reporting	Requested by Board of Directors, Project to date Reporting (By Vendor, Contract, Project)	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		
197		<input type="checkbox"/>	9.1.7.4	Review and Organize District Financial Records	Propose Organizing District Records	Eric Harris			01/20/25	03/31/25		0	Not Started	0%	0			<input type="checkbox"/>	70		

MEMORANDUM

TO: Castle Pines North Metropolitan District

FROM: Seter, Vander Wall & Mielke, P.C., Kim J. Seter, Esq. and Paul Polito, Esq.

DATE: January 23, 2025

RE: Legal Status Report for the January 27, 2025 Board Meeting

MATTER: FINANCIAL MANAGEMENT POLICY

Status: A redline copy of the financial management policy discussed in December is attached. It has been made effective January 1, 2025 as you had directed NTravis to begin implementation at that time.

Action: Consider approval.

MATTER: WATER TREATMENT PLANT FILTER REPLACEMENT PROJECT

Status: We are engaged with attorneys from NY representing Kennedy Jenks in order to complete drafting of the Requests for Proposals and to agree upon a contracting system and forms. Deadlines have been established to complete the contracting forms by February 28. They will then be presented to the Board.

Action: None required.

UPDATE REPORTS ON MATTERS IN PROCESS

MATTER: CDPHE COMPLIANCE ORDER ON CONSENT

Status: CDPHE initiated enforcement action against the district on August 8, 2023 for eight self-reported sanitary sewer overflow events between 2018 and 2023. To resolve the enforcement action, the district negotiated the terms of a Compliance Order on Consent, wherein the district agreed to pay penalties and perform corrective actions on its water system. The Compliance Order on Consent was executed on October 28, 2024. The order's public comment period ended on December 16, 2024, with no public comments. The Compliance Order on Consent became effective on December 17, 2024.

{00781651}

Action: None required at this time.

**MATTER: AMENDMENT TO RULES AND REGULATIONS REGARDING
RENEWABLE WATER RIGHTS**

Status: Legal counsel has drafted a resolution to amend the District's Rules and Regulations to require that new developments or areas seeking inclusion provide 100% renewable water rights deliverable to the District.

Previous amendments from 2020 and 2021 have not been incorporated in the Rules and Regulations. The Rules and Regulations also contain sections concerning Parks and Recreation and Storm Drainage. We request your authorization to prepare a comprehensive redraft of the Rules and Regulation to include the amendments and eliminate services no longer provided.

Action: Reviw and consider approving the resolution attached.

**MATTER: VILLA CARRIAGE AT PINERIDGE SEEPAGE AND
REIMBURSEMENT REQUEST**

Status: The community association manager for the Villa Carriage at Pineridge Association has requested reimbursement from the District related to alleged seepage from a District water line. The Association determined that increased water seepage and sump pump activity along Pineridge Lane were caused by a leak in a Castle Pines Metro District (CPNMD) irrigation line, discharging 5–10 gallons per minute. The leak was repaired on December 11, 2024. Treated water from the irrigation line purportedly infiltrated the underdrain systems of affected properties, resulting in additional costs for the Villa Carriage at Pineridge Association and residents. The Association has requested reimbursement for expenses incurred, citing the misidentification of the issue in CPNMD's initial investigation.

Legal counsel is reviewing the request and coordinating with the District Manager to determine the appropriate response. A meeting with the District Manager is scheduled to discuss next steps. Further updates will follow providing recommendation on potential reimbursement.

Action: None required at this time.

MATTER: HOMEOWNER BYPASS OF WATER METER

Status: A District technician discovered a homeowner-installed water filtration system bypassing the water meter, resulting in unmetered use of approximately 90,000 gallons (\$447.30). Additional costs include \$212.00 for a new meter, \$150.00 for labor, and a \$500.00 penalty, totaling \$1,309.30. Legal counsel is reviewing the District Manager’s proposed action for compliance with District rules. Upon confirmation, the Manager will issue a formal letter to the homeowner, requiring correction within 30 days and allowing for reinspection. Noncompliance may result in service disconnection.

Action: None required at this time.

MATTER: SUMMARY OF PARKER WATER INCLUSION TERMINATION

Status: The Board requested a summary of the reasons Parker Water and Sanitation District terminated the Inclusion Agreement with CPNMD, as stated in Parker Water’s February 10, 2022 letter to the District.

Parker Water expressed concern about CPNMD’s system and operations during the post-election due diligence period and terminated the IGA when these concerns could not be adequately addressed in its opinion. The concerns were:

- Unreported environmental violations, including raw sewage discharges into local drainage ways;
- Wells in disrepair and incapable of delivering water necessary to meet anticipated 2022 summer demands;
- A nonfunctional water treatment plant that may not have been functional by the time water deliveries by Centennial were to cease in April 2022;
- CPNMD facilities were located on private property without documentation of necessary property rights; and,
- Groundwater rights used by CPNMD without adequate evidence of CPNMD ownership.

Parker Water estimated that addressing the items listed above would cost at least \$26 million; substantially more than had been set aside in the Inclusion Agreement for this purpose.

Additionally, Parker Water was concerned that:

- CPNMD was unable to pay the \$34.8 million inclusion fee to Parker Water on its due date of January 3, 2022.

- In Parker Water’s opinion, CPNMD was required to give all proceeds of CPNMD’s sale of water rights to Parker Water. CPNMD’s Board disagreed.
- CPNMD was unwilling to pay Parker Water a “reasonable share” of the \$26 million required to address the issues cited during the due diligence period. It should be noted that these issues were identified and funds to resolve them were provided; however, the estimated cost of addressing them increased during the due diligence period.

Action: This information is provided for your consideration and discussion as requested.

MATTER: MEMORANDUM OF UNDERSTANDING RE REGIONAL WATER EFFICIENCY STUDY

Status: The agreement provides for collaboration among area water providers in a regional water study. The study will identify opportunities for efficient water resource management and infrastructure improvements. The draft MOU has been reviewed and revised to address key issues, including notice provisions, obligations under Colorado’s Open Records Act, and provisions regarding confidentiality. The agreement was approved on November 25, 2024, at a regularly scheduled board meeting.

Action: None required at this time.

MATTER: REVISIT MEMORANDA OF UNDERSTANDING BETWEEN CASTLE PINES METRO DISTRICT AND CASTLE PINES NORTH METRO DISTRICT RE WATER RIGHTS

Status: We drafted a Memoranda of Understanding (MOUs) between CPNMD and CPMD regarding the joint use of shared water rights as part of the effort to include in Parker Water. It was not executed once the Parker Water and Sanitation District inclusion was terminated.

We are revisiting the MOUs and discussing them with the water attorneys to ensure clarity, proper documentation, and resolution and will restart discussions with CPMD at that time.

Action: None required.

**MATTER: PARKS, OPEN SPACE AND RECREATIONAL FACILITIES IGA
PROPERTY CONVEYANCES**

Status: The Board approved conveyance of properties in all 5 Batches that have nearly been completed. Documentation is underway but moving slowly. Several properties are currently being subdivided.

Action: None required.

MATTER: SALE OF FARM PROPERTIES

Status: We have received a contract and offer of \$469,504.00 for “36.68 estimated mineral acres.” We are communicating with the potential buyer to determine the extent of “mineral acres.” This is a price of \$12,800.00 per acre but am not certain the buyer is offering anything for the surface rights. This offer is being revised and will increase substantially.

We did not communicate with the potential buyer since our last meeting but will do so soon.

Action: None required.

**MATTER: CONSOLIDATION/INCLUSION OF HIDDEN POINTE METRO
DISTRICT**

Status: Hidden Pointe Metropolitan District’s (HPMD) Board advised Nathan that it wants to move forward with an election regarding inclusion at its regular election in May, 2025. A preliminary inclusion agreement has been drafted and counsel has revised the preliminary inclusion agreement based on discussions with HPMD’s district manager. Counsel has provided the draft agreement to HPMD’s district manager for review. The agreement will be presented to the CPNMD Board after receipt of comments from HPMD’s attorney and/or district manager.

Action: None required.

MATTER: SERVICE PLAN AMENDMENT

Status: The intergovernmental agreements with the City require CPN to amend its service plan to eliminate the District's Park and Recreation and Stormwater services. You approved the petition at the August meeting.

We will hold this until the Property transfers are completed.

Action: None required.

UPDATE REPORTS ON MATTERS COMPLETED OR WITH NO CHANGE

MATTER: Review of H2 Proposal for District Accounting Services

Status: We have reviewed the H2 Advisors proposal for District Accounting Services and find the terms and conditions acceptable for the District to execute. The agreement's terms, including confidentiality, notice, indemnification, termination, and conflict resolution clauses are consistent with industry standards and protective of the District's interests.

Action: None required at this time.

MATTER: JAM RANCH INCLUSION REQUEST

Status: The property owner has requested inclusion into the District and has submitted the required documents in accordance with the provided checklist and form. The documents are currently under review for completeness and compliance with Colorado statutes. Once the review is completed, legal counsel will determine next steps in the inclusion process.

Action: None required at this time.

MATTER: CONSIDERATION OF REGIONAL WATER AUTHORITY TO SECURE RENEWABLE SOURCES

Status: See, MEMORANDUM OF UNDERSTANDING RE REGIONAL WATER EFFICIENCY STUDY above.

Action: None required.

MATTER: LIFT STATION NO. 5 EASEMENTS

Status: CPNMD needs an easement from Hidden Pointe HOA for Lift Station No. 5. Legal descriptions are being sought.

Action: None required at this time.

**CASTLE PINES NORTH METROPOLITAN DISTRICT
BOARD OF DIRECTORS**

Reso. No. _____

**A RESOLUTION
DELEGATING AUTHORITY TO THE DISTRICT MANAGER
AND
ADOPTING FINANCIAL CONTROLS**

RECITALS

- A. The Castle Pines North Metropolitan District (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, et seq., C.R.S.
- B. The Board of Directors of the District (collectively, the “Board”), is delegated the power to “have the management, control and supervision of all the business and affairs of the special district ... all construction, installation, operation, and maintenance of special district improvements” including “entering into contracts and agreements affecting the affairs of the special district” and the power to “appoint, hire, and retain agents, employees, engineers, and attorneys” among other matters listed in § 32-1-1001, C.R.S.
- C. The Board is considering and developing various plans and possibilities to ensure sufficient clean and renewable water and sanitary sewer services will be provided to its taxpayers in the future at the lowest cost possible.
- D. Pursuant to § 32-1-1001(l)(m), C.R.S., the Board has the power to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the Board and of the District.
- E. The Board deems it prudent to ensure that budgeted projects and expenditures are not undertaken without consideration of their impact, if any, on long-range planning and for future District services, facilities and operations.

RESOLUTION

NOW THEREFORE, be it Resolved that, to ensure District resources are utilized in an efficient and effective manner, in compliance with Colorado law, the Board adopts the following processes for approval of budgeted expenditures.

Delegations and Financial Controls

- 1. Budgeted Expenditures. The District’s Annual Budget is for planning and budgeting purposes only and is not an authorization to expend funds unless otherwise approved by the Board.
 - a. The District Manager is authorized to enter into contracts for services and operational supplies, and incur expenses, and satisfy obligations that will not exceed, when aggregated, the sum of \$ 25,000.00.

Commented [PJP1]: Edits made per Director Krell’s recommendation (and Board agreement) that expenditures under \$25k require no Board approval.

b. ~~The District Manager is authorized to enter into~~ shall notify the Board within 48 hours after executing a contract for goods or services, or making any expenditures, ~~contracts for chemical and other operational supplies that will not incur obligations in an amount exceeding~~ between \$25,000.00 to \$50,000.00, when aggregated, ~~the sum of \$ _____.~~ This requirement does not apply to capital improvement projects.

Commented [PJP2]: Edits made per Director Krell's recommendation (and Board agreement) that the Manager shall alert the Board when making expenditures between \$25k -- \$50k.

c. The District Manager must obtain prior approval from the Board for any individual expenditure, contract, consultant contract, proposal, or purchase that may exceed \$ _____ 50,000.00 in the aggregate. This requirement does not apply to capital improvement projects.

Commented [PJP3]: Edits made per Director Krell's recommendation (and Board agreement) that the Manager shall obtain Board approval for any expenditures exceeding \$50k.

d. For expenses pertaining to capital improvement projects, the District Manager shall notify the Board within 48 hours after incurring expenses or executing contracts that will incur obligations in an amount between \$50,000.00 and \$2,000,000.00.

~~e.e.~~ For expenses pertaining to capital improvement projects, the District Manager must obtain prior approval from the Board for any individual expenditure, contract, consultant contract, proposal, or purchase that may exceed \$2,000,000.00 in the aggregate.

Commented [PJP4]: Edits made per Director Krell's recommendation (and Board agreement) that the Manager shall alert the board when making expenditures between \$50k and \$2M for capital improvement projects.

~~d.f.~~ These limitations do not apply to expenditures to address emergency repairs, replacements, and/or processes necessary to maintain clean, safe and efficient water and sewer services, including addressing temporary off-color or otherwise unpalatable water concerns, which ~~expenditures~~ shall be reported to the Board within 48 hours.

Commented [PJP5]: Edits made per Director Krell's recommendation (and Board agreement) that the Manager shall obtain Board approval before any expenditures related to capital improvement projects that exceed \$2M.

~~e.g.~~ These limitations do not apply to expenditures necessary to purchase, materials, labor, equipment, chemicals or items approved as part of a project contract approved by and signed on behalf of the Board.

Commented [PJP6]: Nathan and Board requested removal of "expenditures" from this paragraph, as the amount of the expenditures will be impossible for Nathan to determine within 48 hours.

2. Board Project/Expenditure Approval Process. The District Manager shall present all expenditure requests required to be approved to the Board at a work session to be addressed at the next regular meeting. Expenditure/contract requests shall include:

a. A thorough description of the need and proposed purpose for the expenditure:

b. ~~Alternative means to address the need,~~ or a justification as to why no alternative means are provided;

c. Alternative proposals and/or pricing options and a discussion of the preferred option, or a justification as to why no alternative proposals and/or pricing options are provided; and,

d. A discussion of whether and how proposed project/expenditure fits into the Board's long term planning considerations.

Commented [PJP7]: The Board agreed with Nathan's request to have the option to provide a justification for providing no alternatives.

3. Board Approval for Hiring Personnel. The District Manager must obtain prior approval from the Board before hiring any new employees or independent contractors. To obtain approval, the District Manager shall:

a. Present the request at a work session to be addressed at the next regular meeting including:

- A thorough description of the need and proposed purpose for the hire;
- A proposed job description, salary and employment terms and plan for advertising and/or seeking applications;
- Alternative means to address the need;
- Alternative proposals and/or pricing options and a discussion of the preferred option; and,
- A discussion of whether and how proposed project/expenditure fits into the Board's long term planning considerations.

b. The Manager is authorized to fill vacancies in existing staff positions without prior Board approval, provided that the compensation does not exceed the previously approved budget for the position.

~~c.~~ The Manager shall submit ~~applications-a report~~ to the Board for consideration prior to any final job offer. The report shall provide a brief description of the position being filled and include the resume of the potential hire. The Manager shall redact the name, address, phone number, and any other personal information from the resume of the job applicant before including the resume in any public meeting materials.

~~d.~~ Any Board member shall have the option to place a hold on the hiring of an applicant after receiving the Manager's report. The Board shall then discuss the potential hire at the next Board meeting. If a Board member does not respond within 48 hours to the Manager's report for consideration prior to any final job offer, that Board member shall be deemed to have approved the final job offer.

~~e.e.~~ A Board member may call an emergency meeting to discuss any matters that pertain to this section.

4. Board Approval for Real Estate Transactions. Purchase, sale, lease, or encumbrance of real property or interests therein, except for temporary construction or access easements necessary for the performance of District services must be approved and signed on behalf of the Board.

5. Oversight of Insurance and Risk Management. The District Manager is responsible for evaluating the District's insurance coverage and risk management strategies annually.

Commented [PJP8]: These were the terms the Board agreed to after an internal debate. Director Mulvey was concerned about publicly disclosing the name of a job applicant, which has been accounted for here with the redaction of personal information from public materials. There was also a request for a board member to be able to call an emergency meeting. Finally, there was a request to include a provision that if a board member does not respond to Nathan's report within 48 hours, the final hiring is automatically authorized from that Board member. This has also been accounted for in the resolution.

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Any proposed changes to coverage or significant changes in policy costs must be submitted to the Board for approval prior to implementation.

6. Amendment. This Resolution may be amended from time to time by the Board of Directors.
7. Effective Date. This Resolution shall ~~isbecome~~ effective *Nunc Pro Tunc January 1, 2025, upon adoption.*

Whereupon, a motion was made and seconded, and upon a majority vote this Resolution was approved by the Board.

~~[Remainder of Page Intentionally Left Blank]~~

ADOPTED AND APPROVED THIS 27TH DAY OF JANUARY, 2025.

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CASTLE PINES NORTH METROPOLITAN
DISTRICT

President

ATTEST:

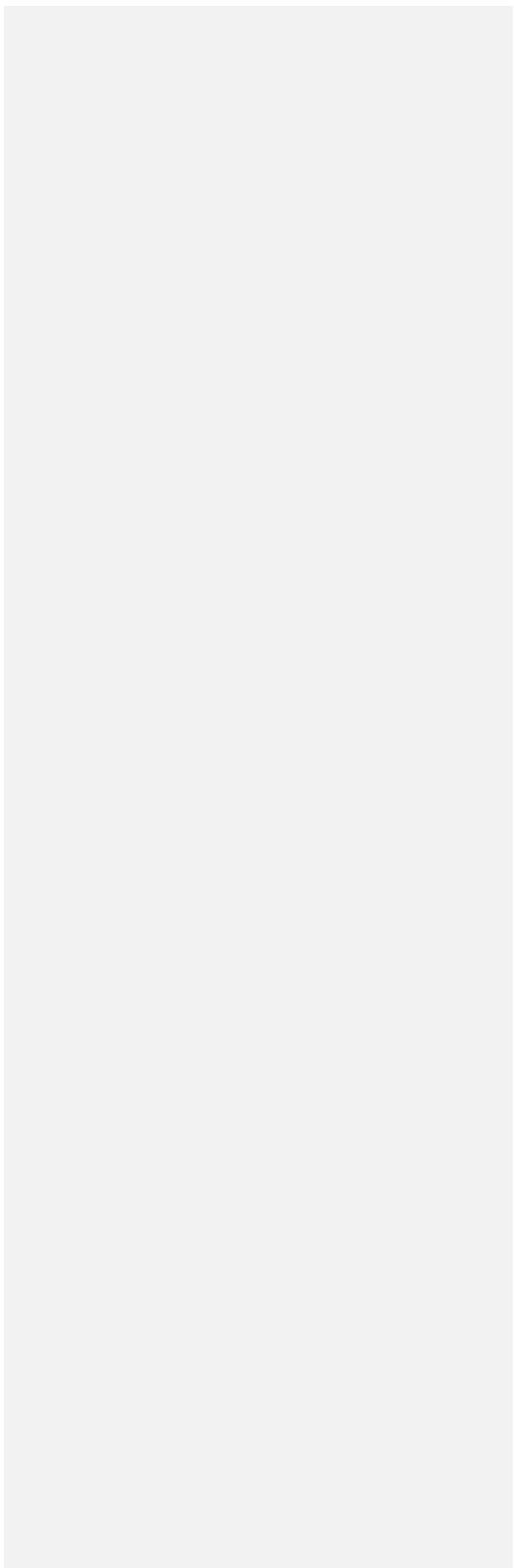
Secretary

Approved as to Form:



By:

Kim J. Seter, District Legal Counsel



**CASTLE PINES NORTH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

Resolution No. 2025-01-_____

**A RESOLUTION OF THE BOARD OF DIRECTORS TO AMEND THE DISTRICT'S
RULES AND REGULATIONS**

Recitals

- A. The Castle Pines North Metropolitan District (the “**District**”) was organized as a special district pursuant to an Order of the District Court in and for Douglas County, Colorado; and
- B. The District is authorized by C.R.S. § 32-1-1001(1)(m) to adopt rules and regulations for the management, control and operations of its water and sanitary sewer system; and
- C. The District adopted Rules and Regulations dated October 15, 2015 (the “Rules and Regulations”) subject to later amendments; and
- D. It is the policy of the District's Board of Directors that "*growth and development within the District's boundaries, or areas to be included within the District's boundaries, must pay for itself.*" See, Rules and Regulations, Section 1.2 Policy. The future health, safety and welfare of the District and its residents will likely depend on acquiring renewable water resources.

NOW THEREFORE, the District Board has adopted this Resolution to amend the Rules and Regulations and it is RESOLVED as follows.

- I. Paragraph 2.6.1 is added to Article 2, Definitions stating:

2.6.1 Comprehensive Water Report: An expert report containing all of the information required by Section 3.11 and any other information required by the District's legal counsel, Engineer or Manager.

- II. Paragraph 6.3 is amended to add the following sentence:

All property seeking to include into the District Boundary must provide a Comprehensive Water Report of water resources and demonstrate ownership of, and legal right to convey to the District renewable water, as determined in the sole discretion of the District. The Comprehensive Water Report shall demonstrate that the renewable water resources identified are sufficient to serve the inclusion property without detriment to the District's existing water supply or financial resources.

- III. Paragraph 7.3.3 is amended by deleting subparagraph 10 and replacing it with the following:

10. "Other water rights associated with the property" required by subparagraph 5 shall include sufficient renewable water resources to serve the inclusion property as

determined by the District in its sole discretion upon review of the water demand study required by subparagraph 9.

- 11. Any additional information required by the District.
- IV. These amendments take precedence over any inconsistent or ambiguous provisions of the Rules and Regulations concerning the same subject matter.
- V. The amendments shall be incorporated into the Rules and Regulations and the cover page shall indicate that the Rules and Regulations were adopted and amended by this Resolution effective immediately upon adoption.

ADOPTED AND APPROVED THIS _____ DAY _____ 2025.

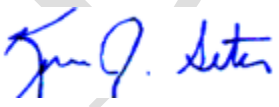
CASTLE PINES NORTH METROPOLITAN DISTRICT

By: _____
President / Chair

ATTEST:

By: _____
Secretary

Approved as to Form:

By:  _____
Kim J. Seter, Atty No. 14294

CERTIFICATION

I, Nathan Travis, Manager of the Castle Pines North Metropolitan District, do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District, on file with Seter & Vander Wall, P.C., legal counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Douglas County, Colorado, this _____ day of _____, 2025.

Secretary / Assistant Secretary

[SEAL]

DRAFT

**CASTLE PINES NORTH METROPOLITAN DISTRICT
DOUGLAS COUNTY, COLORADO**

RESOLUTION NO. 01-01-2025

**ANNUAL ADMINISTRATIVE RESOLUTION OF CASTLE PINES NORTH
METROPOLITAN DISTRICT (2025)**

At the regular meeting of the Board of Directors of the Castle Pines North Metropolitan District, City of Castle Pines, County of Douglas, Colorado, held at 6:00 p.m., on Monday, January 27, 2025 at 7404 Yorkshire Drive, Castle Pines, Colorado, it was moved to adopt the following Resolution and ratify actions taken in connection herewith.

WHEREAS

A. The Castle Pines North Metropolitan District (the “**District**”) was organized as a special district by Order of the District Court in and for Douglas County, Colorado; and

B. The Board of Directors of the District (the "**Board**" or "**Directors**") is required to take certain actions to assure the efficient operation of the District; and

C. The Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a)(I) and (II), C.R.S.; and

D. § 32-1-103(15), C.R.S., requires the Board to publish legal notices in a newspaper of general circulation in the District; and

E. § 24-6-402(2)(c), C.R.S., requires the Board at its first regular meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

F. § 32-1-903, C.R.S., requires the Board to meet regularly at a time and in a location designated by the Board, and special meetings may be held as often as required (A) (1) telephonically; (2) electronically; or (3) by other means not including physical presence that provide for members of the public to attend; or (B) at a physical location within the boundaries of the District or which are within the boundaries of any county in which the District is located, or, any place within twenty miles of the District boundaries, after resolution to meet in another location is adopted by the Board and notice appears on the meeting agenda; and

G. § 32-1-903(2), C.R.S., requires notice of the time and place of regular and special meetings in accordance with § 24-6-402, C.R.S., on a website or other online presence of the District, or at a physical posting location designated by the Board at least 24 hours prior to the meeting; and

H. § 32-1-1001(2)(a), C.R.S., requires at least thirty (30) days' notice to customers prior to the Board considering the fixing or increasing of any fees, rates, tolls, penalties, or charges for domestic water or sanitary sewer services at a public meeting; and

I. The Board is authorized to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

J. §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government at the time of filing of Board members' oaths of office; and

K. § 32-1-104.8, C.R.S., requires the District to record a special district public disclosure document and a map of the boundaries of the District with the County Clerk and Recorder of each county in which the District is located by December 31, 2014, and at any time thereafter that an order confirming the inclusion of property into the District is recorded; and

L. § 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the Division of Local Government and the Douglas County Assessor on or before January 1 of each year; and

M. § 32-1-104(2), C.R.S., requires that the District, on or before January 15, to file a copy of the notice required by § 32-1-809, C.R.S. with the Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of Local Government; and

N. § 32-1-809, C.R.S., requires that on or before January 15 of each year the District will provide a notice to the eligible electors of the District containing the information required by § 32-1-809(1), C.R.S. in the manner set forth in § 32-1-809(2), C.R.S.; and

O. The Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments, to adopt budgets, and to file copies of the budgets and amendments thereto; and

P. § 29-1-604(1), C.R.S. and § 29-1-603, C.R.S., require the Board to cause an annual audit of the financial statements for each fiscal year or file and exemption, if appropriate; and

Q. The Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

R. Elections may be held pursuant to the Special District Act, the Uniform Election Code of 1992 and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S. for the purpose of 1) electing members of the District's Board of Directors, 2) presenting certain ballot issues required by Article X, § 20 of the *Colorado Constitution*, and 3) to present ballot questions to the eligible electors of the District; and

i. § 1-1-111(2), C.R.S., states that election powers and authority granted to the Board may be exercised by an appointed Designated Election Official ("DEO"); and

ii. §§ 1-11-103 and 32-1-104(1), C.R.S., require the District to notify the Division of Local Government of the results of any elections; and

iii. § 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the board of county commissioners of each county in which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District; and

iv. § 32-1-1604, C.R.S., requires the District to record a notice to the County Clerk and Recorder, within 30 days of incurring or authorizing general obligation debt; and

S. §§ 32-1-1101.5(1.5) and (2), C.R.S., allows the board of county commissioners, or the governing body of the municipality that has adopted a resolution of approval of the District, to require the filing of an application for quinquennial finding of reasonable diligence; and

T. District directors are required by § 32-1-902(3), C.R.S., Colorado Code of Ethics, §§ 24-18-101, *et. seq.*, C.R.S to disqualify themselves from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

U. § 32-1-902, C.R.S., requires the Board to elect officers, including a Chairman of the Board and President of the District, a Treasurer of the Board and District, and a Secretary who may be a member of the Board; and

V. The Board desires to appoint legal counsel for the District to assist with providing legal services and to assist with the operation of the District; and

W. The Board desires to appoint an accountant for the District to provide financial services, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

X. § 24-71.3-101, *et seq.*, C.R.S., the Uniform Electronic Transaction Act, parties may agree to conduct transactions by electronic means and if a law requires a record to be in writing, an electronic record satisfies the law:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CASTLE PINES NORTH METROPOLITAN DISTRICT, CITY OF CASTLE PINES, COUNTY OF DOUGLAS, COLORADO:

1. The Board of Directors of the District determines that each director serving a term of office shall receive statutory compensation for services as a director.

2. The Board designates the *Douglas County News-Press* as the newspaper of general circulation within the boundaries of the District and directs legal counsel to ensure that all legal notices are published in accordance with the statutes.

3. Notices will be posted by the District Manager on the District's website: <https://cpnmd.org> at least 24 hours prior to the meetings. The Board designates CPNMD - 7404 Yorkshire Drive, Castle Pines, Colorado, 80108 as the designated posting place for meeting notices that were not otherwise posted under Title 32, C.R.S.

4. Regular meetings will be held at 6 p.m. on the 4th Monday of each month at 7404 Yorkshire Drive, Castle Pines, Colorado 80101. Work sessions will be held regularly on the Wednesday preceding the Regular meeting. Notice will be posted as stated above.

5. The Board directs legal counsel to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs legal counsel to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division of Local Government.

6. The Board designates Michele Barrasso as the District's "Primary Representative" and designates Kim J. Seter as the District's "Alternate Representative" to the SDA Insurance Pool so that District insurance coverage may be timely renewed annually and updated as necessary.

7. The Board directs Seter, Vander Wall & Mielke, P.C. to update the Special District Public Disclosure Document and map with Douglas County Clerk and Recorder, if the District includes additional property and records an Order of Inclusion with the County Clerk and Recorder.

8. Board directs legal counsel to file an accurate boundary map with the Division of Local Government and the Douglas County Assessor, as may be required by statute.

9. The Board directs legal counsel to file a copy of the transparency notice as described in § 32-1-809, C.R.S. with the Douglas County Board of County Commissioners, Assessor, Treasurer, Clerk and Recorder, and the Division of Local Government.

10. The Board directs legal counsel to notify the registered electors in the District of required information by completing the Special District Transparency Notice as detailed in § 32-1-809, C.R.S. and causing it to be posted to the Special District Association website.

11. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15 for the following year, and, in cooperation with the District Manager and legal counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto

with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

12. The Board directs legal counsel to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1.

13. The Board directs the accountant to prepare or cause to be prepared for filing with the State Auditor either an Audit Exemption and Resolution for approval of Audit Exemption for the prior fiscal year by March 31 or an Audit to be filed with the State Auditor by July 31.

14. The Board directs the District Manager and legal counsel to prepare the Unclaimed Property Act report as needed and forward the report to the State Treasurer by November 1.

15. The Board hereby appoints Michele Barrasso, as the DEO of the District, for any elections to be held during 2025 and any subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

16. The Board directs the DEO to notify the Division of Local Government of the results of any elections held by the District.

17. The District directs the DEO to certify results of any election to incur general obligation indebtedness to the Douglas County Board of Commissioners.

18. Whenever the District authorizes or incurs general obligation debt, the Board directs the DEO to record a notice of such debt with the Douglas County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division of Local Government.

19. The Board directs legal counsel to prepare and file the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S. when appropriate.

20. The District hereby directs each present and future member of the Board to execute an Affidavit of Qualification of Director, to be retained in the District's files.

21. The Board hereby elects the following officers:

President / Chair	– Jason Blanckaert
Vice President	– Jana Krell
Secretary/Treasurer	– Tera Radloff
Secretary	–
Treasurer	–

22. The Board directs legal counsel to file conflict of interest disclosures provided by Board members with the Secretary of State annually. In addition, written disclosures provided by

Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board of Directors of the District when filed with the Secretary of State.

23. The Board adopts and extends the current Indemnification Resolution for fiscal year 2025.

24. The Board adopts and extends the current Disposal of Personal Identifying Information Resolution to allow the resolution to continue in effect as written.

25. The Board of Directors appoints the law firm of Seter, Vander Wall & Mielke, P.C. as legal counsel for the Board.

26. The Board of Directors appoints the accounting firm of Community Resource Services, to serve as the District's accountant and to provide accounting services for the District.

27. The Board authorizes its consultants to conduct transactions by electronic means to the extent allowed by the Uniform Electronic Transactions Act.

THIS RESOLUTION WAS ADOPTED AND APPROVED THIS 27TH DAY OF JANUARY, 2025.


CASTLE PINES NORTH METROPOLITAN DISTRICT

By: _____
President / Chair

ATTEST:

By: _____
Secretary

Approved as to Form:

By:  _____
Kim J. Seter, Atty No. 14294

CASTLE PINES NORTH METROPOLITAN DISTRICT

A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION AND CONFIRMING APPOINTMENT OF DESIGNATED ELECTION OFFICIAL

WHEREAS, the Castle Pines North Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

WHEREAS, the terms of office of Directors Tera Radloff and Jason Blanckaert expire after their successors are elected at the regular special district election to be held on May 6, 2025 (“**Election**”) and have taken office; and

WHEREAS, in accordance with the provisions of the Special District Act, Title 32, C.R.S. (“**Act**”); the Uniform Election Code of 1992 and the Colorado Local Government Election Code, Title 1, Article 13.5, C.R.S. (the “**Code**”); the Election must be conducted to elect two (2) Directors to serve for a term of four years and two (2) Directors to serve for a term of two years;

NOW, THEREFORE, be it resolved by the Board of Directors of the Castle Pines North Metropolitan District in the County of Douglas, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 6, 2025, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, two (2) Directors will be elected to serve a four-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official’s office, located at 7400 E. Orchard Road, Suite 3300, Greenwood Village, CO 80111.

3. The Board of Directors affirms its prior designation of Michele Barrasso as the Designated Election Official for the conduct of the Election on behalf of the District and he is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Election Laws or other applicable laws including publishing the call for nominations, appointing election judges as necessary, appointing the Canvass Board, arranging for the required notices of election, printing of ballots, and directing that all other required actions be accomplished.

4. Self-Nomination and Acceptance forms will be made available by the Designated Election Official at the above address by email request to mbarrasso@svwpc.com. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2025, nor later than the close of business on Friday, February 28, 2025.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 4, 2025, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

6. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board's intention that the various provisions hereof are severable.

7. All actions previously taken by the Designated Election Official, the Secretary of the Board of Directors, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

8. All acts, orders, and resolutions, or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 27th day of January, 2025.


CASTLE PINES NORTH METROPOLITAN
DISTRICT

By _____
Chair

ATTEST:

By _____
Secretary

Approved as to Form:

By: 

Kim J. Seter, District Legal Counsel

CASTLE PINES NORTH



METROPOLITAN DISTRICT™

Memorandum

From: Nathan J. Travis

To: CPNMD Board of Directors

Date: 1/27/25

Re: District Manager's Report

Staffing

- Jackie Stockton, our customer service specialist, has submitted her resignation. She was a model employee, and she will certainly be missed. To back-fill this position I am recommending that we hire 2 part-time employees to fill the role. This will provide us with better staffing redundancy and come with an annual savings of \$19,000 in employee benefits. We had previously used this staffing model with great success.
- Unlimited PTO beta test proposal: I would like to do a trial period for an unlimited PTO policy. There is a large potential financial benefit to the district, as a successful trial run would remove our only year-over-year unfunded liability with employee PTO accruals. The Society for Human Resource Management as well as several other institutions have completed studies that show on balance that employees with an unlimited PTO policy in place take about the same number of days off in any given year. While this is not common in local government, it is gaining traction. Locally, the City of Castle Pines has instituted a beta-test for an unlimited PTO policy beginning this year. As we look to hire several positions this year, and unlimited PTO policy can be a competitive advantage in a tight job market, especially for operations positions. Additionally, I hope that this policy will help foster a culture of trust within our organization. I have discussed this policy with our human resources firm, they have reviewed the proposed policy and support implementation, confirming that it meets all current applicable employment laws.
- Assuming the proposed budget, and resolution regarding purchase controls are approved. I will begin the process of hiring an Operations Manager, and Field Services Technician early in 2025.
- Communications RFP: You have all been given a copy of the Communications RFP. The RFP has been released, and although we have not yet received any submissions, I have heard from several firms that they intend to respond. I hope to have presentations for selection at the February board meeting.
- I am meeting with Mountain States Employers council next week to discuss membership. I will likely be secure a "consulting membership" at an annual cost of \$3995/year. This includes regional salary surveys, human resources support, access to employment attorneys, and a review of our employee handbook, among other benefits. I want to get this on-board quickly to ensure that our salary ranges are both competitive, and reasonable. I also want to ensure that our employee handbook is robust and fully up to date with current employment laws and regulations.

Conservation

- I have a scheduled meeting with Elizabeth Bowman, our Resource Central Representative. We will discuss our conservation efforts and programs for this year. I anticipate lowering our financial commitment based on the performance of these programs the previous 2 years and using those funds to augment our in-house conservation rebate program.

CDPHE Lab Sample invalidation

- No new updates- CDPHE notified us at the end of October that several of the water quality samples we submitted to the State Lab in 2020 were "invalidated due to a lapse in quality assurance, going on to say "at this time there is nothing you need to do. The division will reach out to you shortly and go over the next steps for your system, if applicable"

Worth noting that the samples in question (For CPNMD) are for copper, and Total Haloacetic Acids (HAA5). Neither of these contaminants are a concern for our system, because of our source water, and relatively young system age. Several years ago, we stopped using the State Lab and have been using Colorado Analytical to do our water sample testing. The invalidated test results, although concerning at a State Level, do not raise any concerns that our water was unsafe, as our levels are well below the water quality standards. We have never been out of compliance for copper, or HAA5. All our testing prior to the invalidated results, and since then have been well below the regulatory levels.

Capital Project Updates (for additional information please refer to the engineering report)

- Monarch Waterline Phase 2: The city is in the process of gathering information from ESI regarding final pricing proposals for the 2025 scope. I will be asking the board for approval to sign a letter of concurrence to the City of Castle Pines, prior to them taking it to City Council in the coming months. Construction is expected to begin in June.
- Filter Rehab Program: We have decided to move forward with a CMGC contract. Contract details are currently being finalized. We have begun holding meetings with interested contractors and doing tours of the water treatment plant. Glacier Construction, PCL, and Garney have expressed interest so far. We anticipate that the contract will be brought to the board for approval in April or May of this Year. Important to this process is the selection panel. I would like the committee to be the following: Nathan Travis District Manager, Alex Paige Project Engineer, Erica Wirsky Project Engineer, District Operations Manager, and a board member. I request that the board tentatively select this representative at tonight's meeting
- Well Valut Rehab Project: Work on this project has begun. This project will standardize equipment at all our well-sites, replace outdated components, increase security for our well sites, and rehabilitate aging concrete in 3 of the vaults. This does NOT impact the actual wells themselves, rather the metering and control vaults downstream of the wells themselves.
- Documentation and Asset Management: We have received the finalized and QAQC'd asset hierarchy and registry! AIMS is currently working on uploading the data to our asset management system, work that is expected to be completed mid-February. The following task will be evaluating equipment's useful life cycles and setting depreciation curves. This is incredibly exciting and a massive leap forward in our capital planning and forecasting.
- Lift Station Rehab program: We remain on track to get these projects out to bid this year. Well within the CDPHE Violation Resolution Requirements.

Castle Pines Metropolitan District Tank Project

- (holdover) Castle Pines Metro is in the design phase of constructing a new water tank near our Treatment Plant. This will require relocation of the two large diameter water mains that feed our tanks. This will be completed at no cost to our District. CPMD will work with Kennedy Jenks to approve the design changes to our existing waterlines. We will also inspect the construction of these lines; those costs will also be the

responsibility of CPMD.

Upcoming Days Off (I will not be in the office)

- February 10th- 14th I will be attending the AWWA utility management conference in Dallas, TX.

2025 Benefits Beta Test Proposal

Starting February 1st, 2025, Castle Pines North Metro District would like to evaluate an Unlimited Paid Time Off (PTO) Policy to provide employees with a balance between home and work life which provides time off that is essential to the health and productivity of every employee.

Philosophy: Accomplishing the responsibilities of your job is not only completing your current to-do list, but includes the time and attention needed to improve and innovate processes, policies, and procedures. All Castle Pines employees share the responsibility of innovation and continuous improvement to both meet immediate goals and innovate for future success.

Time Frame For Beta Test: February 1st, 2025 through December 31, 2025

In the event the program is successful, the unlimited PTO Policy may become a permanent benefit for District employees. The District retains the right to modify or cancel the Beta Test anytime during the test period.

During the duration of the test, the following sections of the Castle Pines North Metro District Employee Handbook (January) will be suspended:

SECTION 4 – LEAVE

- 4.1 Paid Time Off
- 4.3 Compensatory Leave
- 4.4 General Leave Policies
- 4.5 Other Types of Leave

2025 Unlimited Paid Time Off (PTO) Policies:

Compensatory Time will not be accrued. For all non-exempt employees, time worked in excess of forty (40) hours per workweek is paid at one and one-half (1.5) times the employee's regular rate. For purposes of calculating overtime, only hours actually worked are counted. Consequently, hours paid but not worked (for example: Holidays and Unlimited PTO) are not counted.

Exempt employees are not entitled to receive compensatory time or overtime.

Paid Vacation Leave: There is no specified amount of paid time off for vacation or personal days for full-time employees while ensuring coverage of their workload. Employees are encouraged to use paid time off to maintain healthy work-life balance and personal well-being.

Employees must obtain approval from their direct supervisor before taking time off. All requests for PTO must be approved in advance and employees are expected to request PTO as far in advance as possible. The District Manager is responsible for ensuring that District operations are not negatively affected by multiple or extended absences of team members and that all requests for PTO are considered fairly. The District Manager may accept or reject requests based upon the staffing and workload needs of the District.

Employees are encouraged to use their time off responsibly, keeping in mind the responsibilities of their position, and needs of the District. All critical task and projects must be coordinated with the District Manager and appropriate supervisor to ensure coverage.

PTO shall not be used following an employee's notice of resignation and any time taken off during the resignation period will be unpaid.

Paid Sick Leave: There is no specified amount of non-consecutive paid sick leave for full-time employees.

The District cannot retaliate against an employee for requesting or using paid sick leave and an employee has the right to file a complaint or bring a civil action if paid sick leave is denied by the District or the District retaliates against the employee for exercising the employee's rights under this Policy.

Sick leave may be used in the follow circumstances:

- (a) When the employee:
 - (I) Has a mental or physical illness, injury, or health condition that prevents the employee from working;
 - (II) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
 - (III) Needs to obtain preventive medical care; or
 - (IV) Needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;

- (b) The employee needs to care for a family member who:
 - (I) Has a mental or physical illness, injury, or health condition;
 - (II) Needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - (III) Needs to obtain preventive medical care;
- (c) The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:
 - (I) Seek medical attention for the employee or the employee's family member to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - (II) Obtain services from a victim services organization;
 - (III) Obtain mental health or other counseling;
 - (IV) Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - (V) Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
- (d) Due to a public health emergency, a public official has ordered closure of:
 - (I) The employee's place of business; or
 - (II) The school or place of care of the employee's child and the employee needs to be absent from work to care for the employee's child;
- (e) The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; or
- (f) The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

The District may require reasonable documentation that the paid sick leave is for a purpose authorized above for paid sick leave of four (3) or more consecutive workdays.

When use of paid sick leave is foreseeable, the employee must make a good-faith effort to provide notice of the need of sick leave in advance of using the paid sick leave and must make a reasonable effort to schedule the use of paid sick leave in a manner that does not unduly disrupt the operations of the employer.

Long Term Absences: While PTO is generally unlimited, the District recognizes the need to place reasonable limitations on long-term absences to ensure consistent service delivery. For this reason, employees requesting extended time off for the following circumstances are eligible for up to 20 consecutive business days of paid leave:

- Maternity or Paternity Leave
- Serious Illness or Injury
- Surgeries requiring extended recovery

For Long Term Absences in excess of the initial 20 consecutive business days of paid leave, employees, if eligible, may submit a claim for Short Term Disability. Further, the eligible employees may also be entitled to unpaid leave under the Family and Medical Leave Act (“FMLA”). Requests for long term absences must be made with the Human Resources Department as far in advance as possible.

PTO Usage Tracking: Although PTO is generally unlimited, the District will monitor and track usage to ensure operational effectiveness and provide data for assessing the policy.

Beginning on February 1, 2025, all hours accrued for vacation and sick leave as of January 1st, 2025, will remain banked and retain the value as of Beginning on February 1, 2025. During the 2025 Beta Test period, from February 1 to December 31, employees will not accrue additional hours for vacation or sick leave, nor will the value of the vacation increase even if the employee receives a raise in 2025.

New Employees: Any employee hired during the test period will be subject to this policy. PTO accruals for new hires will be suspended pending the adoption of a permanent Unlimited PTO policy, or a reversion to the current PTO policies.

Leave Payout: No leave payout of Unlimited PTO will occur upon an employee's resignation or termination.

Employees who separate employment before December 31, 2025, will be paid out their banked vacation leave hours up to the maximum number of hours stated in the Paid Time Off Policy in the Employee Handbook at their hourly rate as of December 31, 2024.

Success of the Policy: Determination of success of the Unlimited PTO Policy shall be made by the District Manager by December 1, 2025.

Should the Beta Test be deemed successful, the Unlimited PTO Policy will be continued past 2025. After the determination of success of the Beta Test, the district will pay out the employee banked paid leave at the employee's hourly rate in effect as of February 1st, 2024. This payment will be a budgeted expense for 2026.

Should the Beta Test be deemed unsuccessful and the Unlimited PTO Policy is discontinued, employee banked paid time off balances as of February 1st 2025, will be restored as of January 1, 2026.

Clarification on Unlimited PTO Usage: While the Unlimited PTO policy provides flexibility for employees to take time off as needed, it is essential to distinguish specific types of PTO usage for legal, operational, and documentation purposes. These distinctions ensure compliance with labor laws, protection of employee rights, and proper coordination of District operations. For example, sick leave may require documentation under certain circumstances, and vacation requests need advance approval to manage staffing levels. These distinctions help maintain the integrity of District services while ensuring that employees receive the appropriate support when needed.

The Unlimited PTO Policy is a privilege based on accountability and trust. Use of unlimited PTO will not negatively impact employment as long as employees continue to meet their expected workload. Abuse of the Unlimited PTO policy, such as unapproved or excessive absences, may result in disciplinary action.

The District reserves the right to modify or cancel this policy in cases of abuse or excessive absenteeism which may negatively impact team performance of City operations.

AMENDMENT 2:

- The parties agree to extend the Contract Term by a calendar year, or until Dec 31st, 2025.
- This page to replace Exhibit A to Agreement, and supercede any prior Amendment(s).

Level Engineering

2025 Professional Services Rates Sheet

The below list summarizes our 2025 hourly billing rates for our Professional Services. These billing rates are subject to annual updates, and we encourage you to contact our office for our current rates.

<u>Description</u>	<u>Hourly Rate</u>
Design Engineer	\$145
Field Engineer	\$155
GIS Engineer	\$150
Project Engineer	\$175
Project Manager	\$185
Senior Engineer	\$195
Senior Project Manager	\$205
Principle Engineer	\$225
Design Technician / Drafter	\$125
Accounting	\$95
Administrative Assistant	\$65

OTHER REIMBURSABLE SERVICES

The rates above do not include reimbursable expenses or additional charges which may be incurred for sub-consultation services. Non-labor expenses (food, lodging, etc.) will be billed at cost. Mileage will be billed at \$0.67/mile or the latest federal mileage rate. Reimbursables services, including subcontractors, will be billed at cost plus +20% minimum.

To acknowledge and approve this amendment, please have an authorized representative of the District sign below:

Name: _____

Date: _____

Signature: _____

January 15, 2025

Mr. Nathan Travis, District Manager
 Castle Pines North Metropolitan District
 7404 Yorkshire Drive
 Castle Pines, CO 80108

Subject: Agreement for General Engineering Services
 2025 General Engineering – Water, WTP, and Sanitary Sewer
 KJ 2546002*00

Nathan:

This Agreement is for our 2025 general engineering services related to the District’s water and sanitary sewer facilities and the water treatment plant. The work under this Agreement allows us to continue as the District’s Engineer and generally covers the as requested, on-call, work that is directed by you for 2025. Our scope of services for general engineering is attached and it applies to the District’s water and sanitary sewer systems and the water treatment plant. This Agreement authorizes us to set up a new project number for billing with the following phases and budgets:

<i>Phase</i>	<i>Budget</i>
General Engineering – Water	\$60,000
General Engineering – Sanitary Sewer	\$15,000
General Engineering – Water Treatment Plant	\$20,000
Total Budget for 2024 General Engineering	\$95,000

Attached are the Standard Conditions that apply to this Agreement as well as our 2025 Billing Rates. If this is acceptable, please sign below and return a copy to me.

Sincerely,
 Kennedy/Jenks Consultants, Inc.



Greg S. Sekera, P.E.
 Principal

ACCEPTED BY:
 Castle Pines North Metropolitan District

Nathan Travis, District Manager

Date

Encl:

2025 Billing Rates
 KJ Standard Conditions

Exhibit A

SCOPE OF WORK

General Engineering Services for Castle Pines North Metropolitan District (CPNMD)

I. BASIC SERVICES

Kennedy/Jenks Consultants, Inc. (Kennedy Jenks) shall perform the services listed below at the direction of the District Manager.

To assist Kennedy Jenks in performing the Basic Services, the District Manager agrees to provide Kennedy Jenks with copies of reports, correspondence, estimates, plans or other documentation requested. Kennedy Jenks acknowledges that coordination with the District Manager regarding the Basic Services is necessary and agrees to coordinate its provision of Basic Services as necessary.

A. General Engineering and Consulting Services

This portion of the Scope of Work includes on-going general engineering services, including meetings, operations, planning, maintenance, and review of developer submitted plans.

1. Meetings – At the request of the District, Engineer shall attend regularly scheduled District Board meetings and if determined necessary by the Board, any special meetings.
2. Engineering Consulting – Perform on-call engineering consulting services on general matters to the District as well as coordination with District Manager, attorney, and accountant.
3. District Information – Engineer will be available to provide information regarding the District and its existing facilities to interested parties, such as developers, homeowners, consultants.
4. Maintenance – Engineer will provide consulting services on maintenance issues and programs. In addition, provide engineering services to any contractors hired to provide maintenance or operational services to District facilities.
5. Developer and Agency Requests – Coordinate, review, and provide responses to requests from developers, public agencies, and utility companies.
6. Engineering Consulting – Perform engineering consulting and assistance to the District and coordination with District Manager, attorneys and accountants.
7. Plan Reviews – Engineer will perform developer plan reviews as they are submitted to the District for review. Engineer's review will consist of determining general compliance with the District's master planning, engineering standards, and technical specifications.
8. Hydraulic Modeling – Perform hydraulic modeling to confirm pipe sizes for proposed developments. Perform capacity analyses on sanitary sewer system facilities for proposed development, upon request.
9. Updates to Standards, Rules, Regulations– Provide assistance in updating the District's Engineering Standards and Rules and Regulations from time to time.

10. Budgets – Engineer will provide input and opinion of probable costs for District’s annual budget and capital improvement plan budgets.
11. Reports, Studies, Evaluations and Analysis – Engineer will prepare reports, studies, evaluations or analysis including engineering opinions of probable construction costs as requested.
12. Emergencies – Initiate corrective and mitigating actions quickly in response to any emergency failure of District facilities that may adversely impact District or other properties and/or public safety.
13. Files – Engineer shall maintain files for work performed by Kennedy Jenks relative to general and specific engineering items including meetings, correspondence, special projects, and plan checks. These documents will be retained for a period of eight years or until requested by the District.

B. Construction Administration Services

As requested by the District, Kennedy Jenks will provide construction observation of facilities of the District. This work will include both projects constructed by the District, and those constructed by developers. Engineer will review the work of contractor(s) for defects and deficiencies in the work without assuming any of the Design Engineer’s legal responsibilities for design and observation, if the project was not designed by Kennedy/Jenks. The performance of such services shall not relieve the Contractor(s) of its/their responsibilities for performance of the work and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the work. Engineer will not be responsible for, or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor will Engineer be responsible for the Contractor’s failure to carry out the work in accordance with the Contract Documents. Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work. At the request of the District, Engineer will provide the following construction administration services:

1. Plan Review – Engineer’s field specialist(s) may coordinate with the engineers during the plan review process in order to provide input regarding the design.
2. Pre-Construction Meetings – The field specialist will attend pre-construction meetings held by the appropriate agencies, including the District, the Design Engineer, the Contractor, the reviewing agency and other interested parties. For developer plan review projects the field specialist will conduct the pre-construction meeting and will prepare and distribute meeting minutes.
3. Construction Observations / Reviews – The field specialist will perform periodic site visits to review progress and review construction for general compliance with the District’s Engineering Standards and the project plans and specifications.
4. Field Observation Reports – The field specialist will prepare field observation reports of the projects from construction commencement to completion, for all on-site observations during

performance of the project. Field Specialist will perform punch walks and prepare and distribute punch list(s) as required until the work is accepted.

5. Service Line Reviews / Observations – Perform field observations of new service line installations at the request of the District. Coordinate field meet time with contractor, observe and record dimensions, sizes, and location of new service or service repair. Provide service line observation reports to District.
6. Facility Testing – Engineer will observe and witness any facility testing required by the District, in accordance with the District’s Engineering Standards and other agency requirements. The field specialist will document all testing observed. The responsibility for successful testing of facilities is the Contractors.
7. Record Drawing Review – Engineer will coordinate obtaining record drawings from the design engineer at the completion of the project. Final record drawings will be transmitted to the District for their records and a duplicate electronic file will be retained by Kennedy Jenks.
8. Probationary Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the probationary Conveyance and Acceptance forms, including appropriate signatures for the start of the probation period for the acceptance of facilities constructed by others to be conveyed to the District.
9. Final Conveyance and Acceptance Form – If requested, Engineer will coordinate the preparation and completion of the final Conveyance and Acceptance forms, including appropriate signatures for final acceptance of facilities constructed by others to be conveyed to the District.
10. Emergencies and Maintenance – On an as-requested basis, Engineer’s field staff will be available for consultation regarding appropriate action in the event of emergencies or routine maintenance.

SPECIAL PROJECT SERVICES

Special projects include engineering involvements outside of the general engineering, consulting, and construction administration services identified above which are referred to as general engineering services. Examples of special projects include specific analysis reports, hydraulic modeling, mapping, master planning, opinion of cost estimating, design, bidding coordination, construction management for new facilities, as well as infrastructure rehabilitation.

Generally, a separate engineering agreement, including a unique project scope, budget and schedule, will be prepared for each special project. There are, however, situations where the District may direct Engineer to undertake these projects without a separate engineering agreement. In these cases, the work will be performed on an hourly basis in accordance with the standard billable rates as shown on Exhibit B.

2025 BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Engineer-Scientist-Specialist 9	\$282
Engineer-Scientist-Specialist 8	\$260
Engineer-Scientist-Specialist 7	\$240
Engineer-Scientist-Specialist 6	\$214
Engineer-Scientist-Specialist 5	\$192
Engineer-Scientist-Specialist 4	\$172
Engineer-Scientist-Specialist 3	\$155
Engineer-Scientist-Specialist 2	\$136
Engineer-Scientist-Specialist 1	\$116
Field Specialist	\$142
Senior CAD - Designer	\$160
CAD-Designer	\$148
Senior CAD - Technician	\$137
CAD-Technician	\$120
Administrative Manager/Project Administrator/Marketing Manager	\$104
Administrative Assistant.....	\$96

In addition to the above Hourly Rates, a 3% Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 5% for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025.

Client:

Contract/Proposal Date:

Standard Conditions

1 August 2021

CLIENT and KENNEDY/JENKS CONSULTANTS, INC. ("CONSULTANT") agree that the following provisions shall be a part of their agreement.

1. **TERMS OF PAYMENT.** CLIENT will be invoiced at the end of the first billing period following commencement of work and at the end of each billing period thereafter. Payment in full of an invoice must be received by CONSULTANT within thirty (30) days of the date of such invoice.
2. **EFFECT OF INVOICE.** The work performed shall be deemed approved and accepted by CLIENT as and when invoiced unless CLIENT objects within fifteen (15) days of invoice date by written notice specifically stating the details in which CLIENT believes such work is incomplete or defective, and the invoice amount(s) in dispute. CLIENT shall pay undisputed amounts as provided for in the preceding paragraph.
3. **INTEREST; SUSPENSION OF WORK.** Failure of CLIENT to make full payment of an invoice so that it is received by CONSULTANT within said sixty (60) days of the date thereof subjects the amount overdue to a delinquent account charge of one percent (1%) of the invoice amount per month, compounded monthly, but not to exceed the maximum rate permitted by law. Failure of CLIENT to submit full payment of an invoice within sixty (60) days of the date thereof subjects this agreement and the work herein contemplated to suspension or termination at CONSULTANT's discretion.
4. **ADVANCE PAYMENT: WITHHOLDING OF WORK PRODUCT.** CONSULTANT reserves the right to require payment in advance for work it estimates will be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT's outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the scope of work. CONSULTANT is not obligated to provide services in excess of the authorized budget.
5. **STANDARD OF CARE.** CONSULTANT's services performed under this agreement will be performed in a manner consistent with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or similar locality. When the findings and recommendations of CONSULTANT are based on information supplied by CLIENT and others, such findings and recommendations are correct to the best of CONSULTANT's knowledge and belief. No warranty, express or implied, is made or intended by this agreement, or by the foregoing statement of the applicable standard of care, or by providing consulting services or by furnishing oral or written reports of findings made. No entity other than CLIENT or CONSULTANT shall be construed as a beneficiary to this Agreement.
6. **INSURANCE COVERAGE.** CONSULTANT is protected by Worker's Compensation insurance as required by applicable state laws and will maintain employer's liability coverage of \$1,000,000 each accident for bodily injury, \$1,000,000 each employee and \$1,000,000 policy limit for bodily injury by disease. During the performance of this agreement CONSULTANT will maintain professional liability insurance with a limit of \$1,000,000 on a claims made, annual aggregate basis, and commercial general liability and automobile liability insurance each with a limit of not less than \$1,000,000 million on an occurrence basis.
7. **ALLOCATION OF RISK.** CLIENT and CONSULTANT have discussed the risks associated with this project and the extent to which those risks should be shared by CLIENT and by CONSULTANT, and have agreed:
(a) To the fullest extent permitted by law, CLIENT agrees to limit the liability of CONSULTANT, its officers, employees, and subconsultants to CLIENT, all landowners, contractors, subcontractors, lenders, suppliers, manufacturers, third parties, and their employees such that the total aggregate liability, including all attorneys fees and costs shall not exceed \$50,000.00 or the total fees paid for CONSULTANT's services on this project, whichever is greater. (b) All damages such as loss of use, profits, anticipated profits, and the like losses are consequential damages for which CONSULTANT is not liable. (c) CLIENT shall give written notice to CONSULTANT of any claim of negligent act, error or omission within one (1) year after the completion of the work performed by CONSULTANT. Failure to give notice herein required shall constitute a waiver of said claim by CLIENT.
8. **SERVICES DURING CONSTRUCTION.** Any construction inspection or testing provided by CONSULTANT is for the purpose of determining compliance by contractors with the functional provisions of project documents only. CLIENT agrees that CONSULTANT will have no inspection responsibilities at the jobsite except to the extent specifically provided for in the agreed upon scope of work. CONSULTANT shall not be held in any way to guarantee any contractor's work, nor to assume responsibility for means, methods or appliances used by any contractor nor to assume responsibility for a contractor's compliance with laws and regulations or for contractor's errors, omissions, or defective work. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours. CLIENT agrees to require in all construction contracts for the project, provisions that CLIENT and CONSULTANT shall be defended and indemnified by the contractor and its subcontractors and named additional insureds on contractor's and subcontractor's insurance. Any Opinion of Probable Construction Cost furnished by CONSULTANT are based on professional opinions and judgment, and CONSULTANT will not be responsible for fluctuations in construction costs.
9. **SERVICES BY CLIENT.** CLIENT will provide access to site of work, obtain all permits, provide all legal services in connection with the project, and provide environmental impact reports and energy assessments unless specifically included in the scope of work. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soils engineering fees, testing fees, surveying fees, and all other fees, permits, bond premiums, and all other charges not specifically covered by the scope of work. CLIENT shall designate to CONSULTANT the location of all subsurface utility lines and other subsurface man-made objects (in this agreement collectively called "buried utilities") within the boundaries of the jobsite. CONSULTANT will conduct at CLIENT's expense such additional research as in CONSULTANT's professional opinion is appropriate to attempt to verify the location of buried utilities at the jobsite, but CLIENT shall remain responsible for the accurate designation of their location and, shall indemnify, defend, and hold CONSULTANT harmless from any claims or loss arising from the failure to accurately locate buried utilities.
10. **COMPLIANCE WITH LAWS.** CLIENT and CONSULTANT shall each use reasonable care in its efforts to comply with laws, codes, ordinances and regulations in force at the time of the performance by each under this agreement, insofar as such laws are applicable to a party's performance. Unless otherwise provided for in the scope of work of this agreement or by law, the responsibility for making any disclosures or reports to any third party, for notifying all governmental authorities of the discovery of hazardous materials on the jobsite, and for taking corrective, remedial, or mitigative action shall be solely that of CLIENT. It is CONSULTANT's belief that the work is not subject to California or any applicable state Prevailing Wage Law, unless expressly identified as such within the scope of work. Should it be alleged or determined that some or all of the work is subject to California's or any applicable state Prevailing Wage Law, then CLIENT shall reimburse CONSULTANT for the additional costs associated with CONSULTANT complying with those laws.

Standard Conditions (Page 2)

1 August 2021

11. **USE OF DOCUMENTS.** Drawings, reports, writings and other original documents (documents) furnished by CONSULTANT are for the exclusive use of CLIENT and CONSULTANT retains all intellectual property rights including copyrights. Documents are furnished to CLIENT upon CLIENT's specific agreement that it assumes all liability resulting from the further distribution of such documents, or any portion of them, and that CLIENT will indemnify CONSULTANT and hold it harmless against any claims associated with the unauthorized use of such documents. In no event will CLIENT or any person acting on its behalf edit, abridge, or modify any document prepared by CONSULTANT without CONSULTANT's express written consent.
12. **ELECTRONIC DATA.** Documents provided by CONSULTANT in electronic formats are provided under the following conditions unless detailed otherwise in the scope of work or by a written amendment. Documents are provided in CONSULTANT's standard software formats. CLIENT recognizes that electronic data and its transmission can be easily damaged, may not be compatible with CLIENT'S software formats and systems, may develop inaccuracies during conversion or use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. As a condition of delivery of electronic data, CLIENT agrees to defend indemnify and hold CONSULTANT, its subconsultants, agents and employees harmless from and against all claims, loss, damages, expense and liability arising from or connected with its use, reuse, misuse, modification or misinterpretation. In no event shall CONSULTANT be liable for any loss of use, profit or any other damage.
13. **TERMINATION.** This agreement may be terminated by either party by written notice should the other party fail substantially to perform its obligations under this agreement and continue such default after the expiration of a seven (7) day notice period. Either party may terminate this agreement without necessity of cause upon the expiration of a thirty (30) day notice period. If this agreement is terminated by CLIENT in the absence of default by CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred by it prior to its receipt of notice of termination from CLIENT, including reimbursement for direct expenses due, plus an additional amount, not to exceed ten percent (10%) of charges incurred to the termination notice date, to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but not limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.
14. **PRECEDENCE OF CONDITIONS.** Should any conflict exist between the terms herein and the terms of any purchase order or confirmation issued by CLIENT, the terms of these Standard Conditions shall prevail in the absence of CONSULTANT's express written agreement to the contrary.
15. **ASSIGNMENT: SUBCONTRACTING.** Neither CLIENT nor CONSULTANT shall assign any of its rights including a right to sue, or delegate its duties under this agreement without the written consent of the other.
16. **FORCE MAJEURE.** Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT's reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
17. **MERGER: WAIVER: SURVIVAL.** This agreement constitutes the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, written or oral. One or more waiver of any term, condition or other provision of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision. Any provision hereof which is legally deemed void or unenforceable shall not void this entire agreement and all other provisions shall survive and be enforceable.
18. **APPLICABLE LAW.** This agreement shall be interpreted and enforced according to the laws of the State of California. In the case of invalidity or unenforceability of any provision or portion thereof, the provision shall be rewritten and enforced to the maximum extent permitted by laws to accomplish as near as possible the intent of the original provision. Nothing herein shall be construed to provide for indemnification against damages arising from a party's gross negligence or willful misconduct.
19. **COUNTERPARTS; SIGNATURES.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that electronic (including without limitation .pdf), email or facsimile signatures of this Agreement shall have the same force and effect as original signatures. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this Agreement.



November 5, 2024

Mr. Nathan Travis
District Manager
Castle Pines North Metropolitan District
7404 Yorkshire Drive
Castle Pines, CO 80108

RE: 2025 Billing Rates
Kennedy/Jenks Consultants

Dear Nathan:

The 2025 Billing Rates for Kennedy/Jenks Consultants will become effective on January 1, 2025. The new rate schedule is attached. The overall average increase for all employee classifications is 4.25% and the average increase for Engineering staff is 4.00%.

We appreciate the opportunity to provide our engineering services to you. We value our relationship and want to emphasize our continuing commitment to you.

Sincerely,

KENNEDY/JENKS CONSULTANTS

A handwritten signature in black ink, appearing to read 'G. Sekera'.

Greg Sekera, P.E.
Principal

A handwritten signature in black ink, appearing to read 'T. Stevens'.

Travis Stevens, P.E.
CO Operations Group Leader

Attachment

2025 BILLING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Engineer-Scientist-Specialist 9	\$282
Engineer-Scientist-Specialist 8	\$260
Engineer-Scientist-Specialist 7	\$240
Engineer-Scientist-Specialist 6	\$214
Engineer-Scientist-Specialist 5	\$192
Engineer-Scientist-Specialist 4	\$172
Engineer-Scientist-Specialist 3	\$155
Engineer-Scientist-Specialist 2	\$136
Engineer-Scientist-Specialist 1	\$116
Field Specialist	\$142
Senior CAD - Designer	\$160
CAD-Designer	\$148
Senior CAD - Technician	\$137
CAD-Technician	\$120
Administrative Manager/Project Administrator/Marketing Manager	\$104
Administrative Assistant.....	\$96

In addition to the above Hourly Rates, a 3% Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 5% for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2025 through December 31, 2025.

Castle Pines North Metropolitan District
2025 Budget from Semocor, Inc

	<u>Estimated 2024</u>	<u>Proposed 2025</u>
Monthly Contract	\$336,000	\$342,720
Managerial Hours	\$21,600	\$0
Lab Testing	\$64,190	\$26,000
Subcontractors (Miscellaneous)	\$1,690	\$2,375
Materials	\$15,040	\$32,000
Chemicals	\$66,570	\$75,000
Extra time / After hours	\$28,830	\$29,000
Cleaning (Plants and office)	\$7,720	\$8,000
Plowing	\$	\$
Advanced Mechanical	\$	\$175,000
Iron Woman	\$283,000	\$285,000
TW Summit	\$	\$210,000
Mountain Peak Controls	\$	\$295,800
EPR	\$177,000	\$263,000
Gilmore Electric	\$	\$30,000
Utility Tech Services	\$	\$60,000
Principle Electric	<u>\$22,825</u>	<u>\$42,000</u>
TOTAL	\$	\$



Utilo, LLC

Utilo, LLC

Utility Location Services

Phone: (303)-531-1668

Email: info@utiloco.com

Web: www.utiloco.com

**Castle Pines North Metro District
Utility Locates Proposal 2025**



UTILITY LOCATION SERVICES
(303)-531-1668

Intro –

In this proposal to provide utility location services we will cover the following information:

- **Overview of company and procedures**
- **Locating method**
- **Qualifications**
- **Signatures**
- **Pricing**

Company and Personnel Info –

Utilo, LLC is a local Colorado company that was established in 2017 to provide contractors, utility owners, municipalities, surveyors, builders, engineers, home and business owners in Colorado a dependable and accurate utility location service they can count on. Along with traditional 811/contract utility location services, Utilo, LLC provides engineering and private utility location services designating underground utilities for map and data collection purposes and marking privately owned facilities during excavation. We also provide 3rd party verification services. Utilo, LLC's current staff have over 30 years of experience in the damage prevention industry and have demonstrated dependability, speed and accuracy in that time.





Utilo, LLC

UTILITY LOCATION SERVICES

(303)-531-1668

Outline of Operational Procedures –

Utilo, LLC will facilitate needs regarding utility location services by operating in the following framework:

Utilo, LLC will assign experienced locate technicians to the area on a full-time basis to facilitate daily utility location needs including standard, rush, EXRN (2nd Notice) and emergency locate requests. Experienced locate technicians will also be made available on a 24-hour, 7 day a week basis including holidays to cover all after-hours emergency locate requests. With technicians located in Colorado Springs, Peyton, Elizabeth and Parker we are geographically positioned to respond promptly to any requests. The point of contact at Utilo, LLC will be Patrik Barry who can be reached at 303-531-3021 or at pat@utiloco.com. Utilo, LLC utilizes the 3rd party webTMS DigTix to field and process locate requests.

Utilo, LLC will utilize the standard EMLL (Electromagnetic Line Location) approach to establish the location of and protect all assigned and traceable underground facilities. We primarily use Vivax-Metrotech electronic locate equipment to perform this task as well as Pipe Horn super inducers for less conductive lines. We are equipped with all industry standard accessories and tools (pedestal keys, manhole hooks, induction clamp, etc.) needed to locate all traceable lines accurately and quickly under any reasonable circumstance. We are prepared to be listed and referred to as a point of contact for any utility location related issues and be present at any necessary contractor arranged on site meets set up through UNCC.

We view ourselves as consultants in our industry and strive to make ourselves useful beyond simply putting paint on the ground. We take pride in our knowledge of damage prevention and are always willing to give input, advice or help on any matter related to utility locates, line identification, tracing continuity, damage investigations and much more. We are dedicated to having clear and open lines of communication at Utilo, LLC and will always make ourselves available to answer your questions. Our technicians do not hide from their phones or emails. If there is a question or problem of any kind relating to protecting utility infrastructure, we want to be the first to address it. From contacting contractors to get more specific information on a locate request to keeping the client in the loop on what is happening in the field (documenting damaged hand hole lids, mapping discrepancies, etc.), we want to help ensure that everyone is on the same page.

What sets Utilo, LLC apart from other utility location service firms is our dedication to quality and safety. We understand the need for speed when it comes to contract locating but, too often in this industry, that speed comes at the price of quality. These utilities are important, expensive, and often dangerous. There is no good reason to burden a customer with unnecessary repair bills, costly down time or possibly put someone's safety in jeopardy by trying to move too quickly. Our technicians are some of the bests in the business and they are very efficient but, when problems present themselves, we do not rush. If a line is difficult to locate, we will exhaust every avenue available to us to ensure the line is found and delineated accurately or until we determine the line to be untraceable. If a line is determined to be untraceable, Utilo, LLC will work with the client and the excavator to find a solution that adequately protects the utility in question. When it comes to safety, all our vehicles are equipped with safety lights visible from 360 degrees along with our technicians being supplied stage 2 safety vests to ensure maximum visibility when working in the field. When working in heavy traffic on major roadways, displacing traffic or entering large utility vaults we require 2 technicians on site to ensure the greatest degree of safety and visibility.



Utilo, LLC
UTILITY LOCATION SERVICES
(303)-531-1668

Outline of Operational Procedures (Continued) –

As mentioned, Utilo, LLC utilizes EMLL (Electromagnetic Line Location) to trace underground utilities. This method is used to trace the electromagnetic field generated from alternating electric currents traveling through a conductive line.

A signal can be created with currents applied directly to the line with electromagnetic equipment. These are referred to as "active signals". Active signals can be applied to conductive lines by directly connecting an electromagnetic transmitter to the line at an accessible location and completing the circuit by grounding the transmitter out on the other end. This generally causes the signal to travel along that utility line. The signal will be traceable with a receiver over a distance depending on the size and type of the line and the surrounding ground conditions. This is referred to as EMC (electromagnetic conduction).

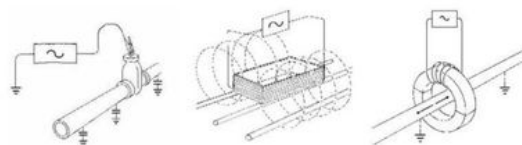
Alternately, an induction clamp can be placed around specific conductive lines or conduits at accessible points to attempt to transmit a signal through the line. In addition, a signal can be introduced through transmitting a high frequency electromagnetic signal through the ground by placing the transmitter on the surface above the conductive utility. These methods are referred to as EMI (electromagnetic induction).

These signals can also exist in currents that are already running through the line. These are referred to as "passive signals". Passive signals are most commonly generated by live power lines, long wave radio transmissions flowing through conductive materials such as metal pipes or cable sheaths and other convenient paths of lower resistance found in conductive utility lines.

Being able to accurately trace underground utility lines depends on the material, age, size, depth, condition and installation method of the utility attempting to be traced. Utility lines that can be traced using standard EMLL techniques include most conductive cables, pipes, wires and non-conductive lines installed with tracer wires. These include electric, natural gas, telephone, cable TV, fiber optic, water and other various utility lines. If there are no currents detected when conducting a passive sweep, these utilities must then be exposed or accessible in vaults, pedestals or other service points in order to place an active signal on them.

Utilities that are not traceable using standard EMLL techniques include lines composed of non-conductive materials such as PVC, fiberglass, concrete and clay. Seemingly conductive metal pipes with insulated joints also at times are not traceable.

Non-conductive pipes or conduits can often be traced by inserting a steel fish tape into the line from an access point and then using the transmitter to apply an active signal to it. The steel fish tape can then be used as a temporary tracer wire to locate the non-conductive line.



Active Signal Active Signal Active Signal
Direct Connection Surface Induction Induction Clamp

Pricing –

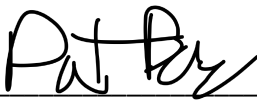
Cost Breakdown		
<i>Work Type</i>	Description	<i>Cost (Per Ticket)</i>
Marked	Ticket marked in the field	\$20
Cleared	Ticket not in conflict	\$5
Emergency	Emergency locate marked in the field	\$50
Stand By/Misc Rate		\$120 (Per Hour)



Utilo, LLC

**UTILITY LOCATION SERVICES
(303)-531-1668**

Signature Section –

Signature 

Printed Name PATRIK M. BARRY

Position President

Date 1/24/2025



UTILITY LOCATION SERVICES
(303)-531-1668

References –

Parker Water and Sanitation/South Metro Wise Authority: Dylan Morgan – 720-654-4318 – dmorgan@pwsd.com

City of Westminster: Ricky Martinez – 801-953-5029 – rcmartin@cityofwestminster.us

Meridian Metro District: Matt Grunder – 720-305-7733 – matt.grunder@sheaproperties.com

Town of Breckenridge: Steve Worrall – 970-547-7884 – steve@townofbreckenridge.com

Adams County Public Works: Eden Steele – 720-892-8950 – ESteele@adcogov.org

Shannon Whitehead - Emergency Pipe Repair - 303-720-0788

360 Underground, Ltd. On-Call Utility Locate Services

Attn: Board of Directors Castle Pines North Metro District 7404 Yorkshire Ct. Castle Pines CO, 80108

Dear Members of the Board:

360 Underground is thrilled to provide on-call utility locating services for Castle Pines North Metro District. We are responsible for fielding all incoming CO811 tickets for CPNMD. These tickets are notifications from excavators who intend to dig near district facilities. We receive all tickets directly, screen tickets which are 'not in conflict', and provide markings (paint & flags) onsite when district lines are found to be in conflict. We then status the ticket with our ticket management software, which corresponds with the CO811 Positive Response System. 360 Underground does not have an active contract in place CPNMD.

Please see per ticket pricing below:

Clear/No conflict-	\$5
Site Visit/ Locate-	\$50
7am-5pm Emergency-	\$125
After Hours Emergency-	\$250

As owner and operator of 360 Underground, Ltd. I would like to express my gratitude for allowing us to Partner with CPNMD as your personal damage prevention specialists. We take our duty to protect the district facilities and serve the community very seriously. Please reach out to me directly if you ever have questions or concerns. My contact information is below.

Respectfully,

Brenton Duffy

720-284-1393 Cell

720-420-9950 Office

bduffy@360underground.guru

CPNMD 2025 Vendor and Subcontractor Summary

Accounting

H2 Advisors: District accounting, and payroll firm. **Not to exceed \$238,680.00 + approved expenses Agreement included in packet.**

Community Resource Services of Colorado: Utility billing support/ office staff support. Will transition away from this service fully as staff is hired and trained.

Communications

Elara Creatives: Current Communications Director. **\$6300.00/ month. Month to Month Agreement**

Streamline Services: Website Service. Special District specific platform for customer outreach, public relations. **\$300/ Per month.**

VIP Video Productions: Monthly recording of board meetings and study sessions. **Variable Cost \$1500-\$3000 per month**

Castle Pines Chamber of Commerce: Local partner for community engagement and events. **\$10,000 per/year**

Daupler: After hours call center, and emergency communications tool. **Annual Contract \$24,605 for call center services, \$14,900 for “notify” tool. Agreements included in Packet.**

IT Services

Greystone Technology: On-Call Server and IT support for CPNMD office. **Waiting for updated rate and agreement.**

Water & Wastewater Operations

Semocor: All daily field operations of the Water Treatment Plant, Wells, Lift Stations, Collection system, distribution system, meter readings, customer service calls, meter inspections, and Compliance testing and monitoring. **Proposed Annual Base Contract \$342,720 (additional costs for Overtime, Materials, Etc.)**

TW Summit: Annual Hydrant, Valve, PRV, and Air Vac maintenance. Annual Leak Detection program. **Leak Detection: approx. \$15,000 per year. Maintenance Operations: Varies/ price per unit/activity. Rate Sheet included in packet.**

EPR: Primary pipeline repair contractor, for both water and wastewater systems. 10+ year relationship with CPNMD. **No official contract. T&M as needed and on an emergency basis. 2025 Rates included in packet.**

Iron Woman: Clean and video all sanitary sewer mains and manholes, clean lift station wet wells on a quarterly basis. Maintain Ozone stations at lift station 3 & 9. Have done special projects like the Forest Park Manhole rehabilitation project. **No official Contract. Cost is T&M or per lineal foot. Varies yearly based on need. Waiting for 2025 rate sheet.**

Advanced Mechanical: Primary District contractor for pump repair. **Field service rates are \$150.00 per hour.**

Mountain Peaks: SCADA and Controls firm. **T&M Basis, waiting for current pricing.**

Utilo Proposal: Underground utility locates for all district services. **2025 Service Proposal Included in Packet. 50% Cost savings over current provider.**

Backflow Secure: Full backflow program management. Test, repair, replace installation of state required backflow preventers, Program development, ensures state compliance, and reporting. **Annual contract cost \$120,000.**

American Security: Provide site security to district facilities. Alarms, Security Cameras etc. **Monthly monitoring fees of \$35/site T&M for system repairs and maintenance.**

Engineering

Kennedy Jenks: Longstanding district engineer. Agreement Included in packet.

GIS/ Asset Management/ Capital Forecasting

AIMS: Built and maintains web-based platform for all district GIS mapping systems, and capital forecasting. As well as maintenance tracking for all water and wastewater facilities, and assets.

Legal

Kim Setter: Long-Standing primary attorney for district in a variety of functions

Austin Hamre: District Water rights attorney

Jehn Water Consultants inc. Water Accounting Services



H2 ADVISORS

2519 S. Shields Street,
Suite 1K PMB 3076
Fort Collins, Colorado 80526

970.888.7699

contact@h2advisors.co

December 31, 2024

**Mr. Nathan Travis
District Manager
Castle Pines North Metropolitan District
7404 Yorkshire Drive
Castle Pines, Colorado 80108**

Subject: Proposal for District Accounting Services

Mr. Nathan Travis:

H2 Advisors is delighted to present a proposal for District Accounting Services to Castle Pines North Metropolitan District (CPNMD). Our comprehensive proposal aims to oversee, direct, and streamline your financial accounting operations for the upcoming calendar year.

H2 Advisors was established to offer Community Advisory consulting services to private organizations concerning the application of homeowner associations and Title 32 Special Districts. Furthermore, we additionally oversee District Accounting services for certain Title 32 Special Districts. Our two founding principals are directly responsible for all work and services provided to CPNMD.

Eric Harris, Principal, is an experienced Certified Public Accountant with over fifteen years' experience in accounting and finance with the public and local government sectors. More specifically, he spent over seven years as a professional consultant for a Title 32 Special District management company and three years as a Chief Financial Officer of a 70-person general contractor and construction company. While managing Special Districts, he managed the accounting lifecycle for numerous client relationships with annual budgets between \$50,000 and \$55 million and was a client representative on several debt issuances totaling \$100 million. During his tenure in private industry, he successfully grew a company by increasing revenues 250% in three years.

Carla Hawkins, Principal, has over thirty-five years of real estate experience managing residential and commercial properties, Owner Associations and Title 32 Special Districts. She brings organization, problem-solving, and critical thinking experience to H2 Advisors' clients. She has extensive experience working in conjunction with legal counsels to implement governance models for both homeowner associations and Title 32 Special Districts. Additionally, she has vast experience in the contracting, managing service

providers, overseeing insurance renewals, preparing budgets, and managing the daily operations for Homeowner Associations and Title 32 Special Districts with annual budgets ranging from \$50,000 to over \$50 million to ensure all compliance matters are implemented and filed annually.

H2 Advisors proposes to:

1. Create and manage a centralized community financial database for District leadership and field staff
2. Attend and present regular and special District Board meetings
3. Direct and manage financial service providers and contractors to enact the financial programming approved by the Board of Directors, and as directed by the District Manager
4. Perform all Finance Director duties, including, but not limited to the below:
 - a. Perform and manage the District's Annual Budget Process
 - b. Maintain the District's Financial Management Checklist within our Project Management System
 - c. Guide and manage District Consultant(s) to update annual Rate Analysis
 - d. Maintain local, state and federal financial compliance
 - e. Maintain and submit required reporting for Debt Covenants
 - f. Attend and host meetings, as required, with District Manager, Staff, Board of Directors and/or other stakeholders
 - g. Maintain the General Ledger in the District's Accounting System (Financial Edge NXT)
 - h. Prepare District Financial Statements and Forecasts
 - i. Provide oversight of the District's Utility Billing and Accounts Payable functions, as performed by District Staff or consultants
 - j. Provide oversight of the District's Control Environment and, where appropriate, implement segregation of duty controls
 - k. Compile Audit Workpapers for external financial auditors and review the applicable work product(s)
 - l. Perform ongoing cash management and account reconciliations
 - m. Perform District Payroll within District's existing payroll system
 - n. Provide financial and strategic advice on initiatives undertaken by the District Manager, Staff, Board of Directors, or other stakeholders
 - o. Coordinate asset listings for annual insurance renewals in coordination with the District's insurance broker
 - p. Review all pertinent documents for impacts related to the financial well-being of CPNMD
5. Additionally, H2 Advisors will coordinate the transition from any existing service provider to maintain the continuity of financial services for CPNMD.

Specifically, H2 Advisors will not perform duties related to: the Utility Billing function, Customer Service Representative duties related to water and/or waste water billings or provide human resource consulting services.

We propose a scope of work related to the following communities for work from January 1st, 2025 – December 31st, 2025:

Services	Estimated Hours
Annual Rate Case Coordination with Consultant	20
Compliance (Federal/Local/State)	100
Board Packet Financial Statement Preparation	80
Federal Compliance (1099s/W2s)	16
Annual Budget Preparation Process	140
Debt Covenant Compliance	16
Meetings with Client and Board of Directors	192
Accounting System Maintenance	60
Financial Statement Presentation	108
Oversight of Utility Billings, AP, AR	48
Oversight of SOD and Control Environment	56
Audit Workpaper Preparation	120
Cash Management & Account Reconciliations	96
Project Management Updates	24
Financial/Strategic Guidance	316
Payroll Processing	72
Management and Coordination of Existing Insurance Program	8
All other Services Provided by a Financial Director Position	296
Total	1768

The total comprises of 1,768 billable hours with a maximum limit of \$238,680.00 per calendar year, plus CPNMD-approved reimbursable expenses billed at a rate of \$135.00 USD per hour.

Furthermore, we propose a one-time startup fee of 1/12th of the stated scope (\$19,890.00 USD), which would be invoiced on the first day of the contract month. This fee covers the necessary work to transition accounting services from CPNMD's current provider and ensure continuous Finance and Accounting operations in that month. Thereafter, monthly invoices will be issued on an hourly basis at the end of each month.

All proposed work or scope changes will be subject to the General Terms and Conditions set forth in Exhibit A, attached to this engagement letter.

It is explicitly expressed that H2 Advisors is not a registered or licensed accounting firm and will not be providing any tax or assurance services to CPNMD in regard to the scope of the work noted above.

We will engage, monitor and convey a system of quantitative and qualitative measures to evaluate the effectiveness and success of our proposed District Accounting Services Scope.

Please review the enclosed letter and Exhibit A carefully. If they meet with your approval, sign one copy of the letter and return it, along with Exhibit A, to H2 Advisors, Eric Harris at Eric@H2Advisors.co.

Thank you for the opportunity to present to you our services to provide District Accounting Services. If you have any questions or require any additional information, please do not hesitate to contact us at Eric@H2Advisors.co or Carla@H2Advisors.co.

Yours Sincerely,



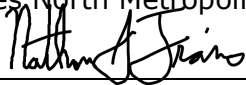
Eric Harris, Principal
H2 Advisors



Carla Hawkins, Principal
H2 Advisors

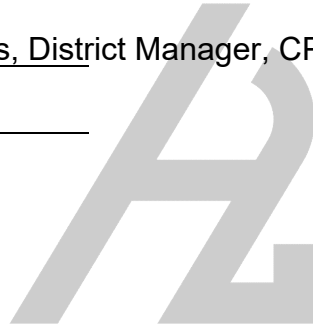
AGREED AND ACCEPTED

Castle Pines North Metropolitan District

Signed: 

Full Name & Title: Nathan Travis, District Manager, CPNMD

Date: 1/14/2025



H2 ADVISORS



EXHIBIT A**GENERAL TERMS AND CONDITIONS FOR SERVICES****H2 Advisors Corporation****Type of Work:** District Accounting Services**Type of Entity:** Corporation**Federal Tax I.D. No.:** 99-1274056**Business Address:** 2519 S. Shields Street, Suite 1K PMB 3076, Fort Collins, CO 80526**Business Phone:** (970) 888-7699**Contact Name:** Eric Harris**E-mail Address:** eric@h2advisors.co

H2 Advisors, Inc. ("Service Provider") provides all services, materials, labor and personnel reasonably prudent or necessary to perform and complete all services (the "Services") described in Service Provider's proposal ("Proposal"), subject to these terms and conditions ("Terms"). The Terms contain important legal provisions that are incorporated into the Agreement ("Agreement") between Services Provider and the party whom shall receive the services ("Client") upon acceptance of the Proposal. By agreeing to purchase the Services from the Service Provider, the Client expressly agrees to the Terms as well.

1. Services.

- a. Service Provider shall provide the Services to Client as described in the Proposal which, upon execution, will be incorporated and made part of these Terms ("Agreement.")
- b. Client acknowledges and agrees that Service Provider may use subcontractors and consultants to perform the Services to be provided under this Agreement.
- c. Service Provider may represent, perform services for, and contract with other additional clients, persons, or companies as Service Provider, in its discretion, deems fit.

2. Fees. As consideration for the Service Provider's rendition of the Services, the Client agrees to pay the Service Provider the fees set forth in this Agreement. The Service Provider will charge \$135.00 USD per billable hour, plus any appropriate reimbursable expenses necessary to perform the services. These reimbursable expenses may include, but are not limited to, mileage at the IRS stated rate, travel at the IRS standard per diem rate, applicable property taxes, property insurance, bonding, or any other costs related to director qualifications, meeting attendance, and access to Client's technology solutions.

3. Billing and Payment. Service Provider shall issue invoices to Client pursuant to the timetable set forth in the Agreement. Client will pay invoices in U.S. dollars within thirty (30) days of the date of Service Provider's invoice. Payments must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Service Provider. Client shall have no right of offset or withholding under this Agreement. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at the rate of 18% or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Service Provider from Client becomes past due for any reason, Service Provider may at its option and without further notice withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of Service Provider's obligations hereunder.

4. Warranty. The Services to be performed hereunder are in the nature of professional services and advice. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices.

Service Provider shall comply with all statutes, ordinances, regulations and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

LIMITATION OF WARRANTY. THE WARRANTY SET FORTH IN THIS SECTION 4 IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF ANY AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

5. Indemnification. Each party (the "Indemnifying Party"), to the fullest extent permitted by law, agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (i) gross negligence or willful misconduct or (ii) material breach of any terms of this Agreement. The Indemnifying Party's liability under this section shall be reduced proportionally to the extent any act or omission of the other party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement to the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

SECTION 5 STATES THE ENTIRE OBLIGATION AND THE EXCLUSIVE REMEDIES WITH RESPECT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS PURSUANT TO THIS AGREEMENT.

6. Independent Contractor Relationship. Service Provider is an independent contractor and shall not be considered an employee or agent of Client for any purpose. Service Provider is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither Service Provider nor its employees, if any, are entitled to workers' compensation benefits from Client for the performance of the services specified in this Agreement.

7. Personal Identifiable Information. Service Provider maintains a policy for the handling and destruction of Personal Identifiable Information ("PII"), including PII policies for that of its subcontractors who carry Client PII. It is anticipated that Client and its directors will not be maintaining PII. In the case that such occurs, Service Provider's PII policy will apply to Client.

8. Ownership of Work Product. The governing documents, agreements, plans, specifications, contracts, financials, reports, tests, or other information relating to Client are property of Client. Work product such as meeting notes, formulaic spreadsheets, corporate logos, trade secrets, work in process, databases and other intellectual property relating to the services to be performed hereunder shall be the sole and exclusive property of Service Provider. However, if Client exclusively pays or reimburses Service Provider for any such scope or services, not limited to any of the aforementioned, by way of separate agreement, Client shall be the sole and exclusive property owner of their own data. Client has no rights to any data or work product created for any of Service Provider's additional clients or persons.

9. Annual Appropriation. If Client is subjected to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., Client obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of Client's Board of Directors.

10. Illegal Aliens. Service Provider certifies that it does not and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of the State of Colorado C.R.S. § 8-17.5-101, et. Seq. (House Bill 06-1343).

11. Open Records Requests. If Client is subject to State of Colorado C.R.S. § 24-72-201 to 206, Colorado Open Records Act (CORA), Client agrees to the fullest extent of the law, that the Service Provider's owned work product is not subjected to open records requests and that only the Client's work product is subjected to open records requests. Client agrees to reimburse Service Provider for any costs of compliance, including but not limited to subcontractors, consultants and legal counsel.

12. Insurance. The Service Provider agrees to maintain insurance for General Liability, Professional Liability, Crime, Hired Automotive, Worker's Compensation and any other insurance required by law. If the Client requires the Service Provider to carry fidelity or other insurance, the Client agrees to reimburse the Service Provider for the costs of that coverage. Service Provider agrees to list the Client as additionally insured on all policies.

13. Confidential Information.

a. Confidential Information. The parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean (a) information concerning the Parties' products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, trade secrets, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, procedures, distribution methods, inventories, marketing strategies and interests, data, designs, drawings, work sheets, computer programs and systems and know-how or other intellectual property, of a party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party's facilities; and (d) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

b. Use of Confidential Information; Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants and representatives who have a need to know such Confidential Information to fulfill the business affairs and transactions between the Parties contemplated by this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement, and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

c. Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.

d. Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to

allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

e. **Unauthorized Use or Disclosure of Confidential Information; Equitable Relief.** In the event the Receiving Party discovers that any Confidential Information has been used, disseminated or accessed in violation of this Agreement, it will immediately notify the Disclosing Party, take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication, and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

f. **Return of Confidential Information; Survival.** Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 15 days following the expiration or earlier termination of this Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two years after the expiration or earlier termination of this Agreement.

14. Acknowledgement of Conflicts. The parties acknowledge that Service Provider may, from time to time, have a conflict of interest in performing the Services. Service provider shall notify Client upon becoming aware of any such conflicts of interests and shall take commercially reasonable steps in accordance with industry standards to address and mitigate the same.

15. Termination.

a. **Termination for Breach.** Either party may terminate this Agreement at any time in the event of a breach by the other party of a material covenant, commitment or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either party. Termination shall be in addition to any other remedies that may be available to the non-breaching party.

b. **Termination Without Cause:** This Agreement may be terminated by either party, for any reason, with or without cause, upon ninety (90) days' prior written notice to the other party.

c. **Obligations Upon Termination.** Termination of this Agreement for any reason shall not discharge either party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. Client shall pay Service Provider for all Services rendered prior to the effective date of termination. Upon termination each party shall return the other's Confidential Information in its possession at the time of termination. Upon the termination, Client shall promptly return to Service Provider any equipment, materials or other property of the Service Provider which are in Client's possession or control.

16. Force Majeure. Neither party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the party so defaulting or delaying in the performance of this Agreement, for so long as such force majeure event is in effect. Each party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence, which notice shall include a description of the force majeure event and an estimate of the length of time such event will delay or prevent performance hereunder.

17. Partial Invalidity. In the event that any part or portion of this Agreement is deemed to be invalid, illegal, or otherwise unenforceable: (1) the parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Agreement; and (2) the remaining provisions of this Agreement shall continue in full force and effect.

18. Assignment. Client may not assign, delegate or otherwise transfer this Agreement or its obligations hereunder, in whole or in part, without the prior written consent of Service Provider, with such consent not to be unreasonably withheld or delayed. Any purported assignment or delegation in violation of this section shall be null and void. No permitted assignment or delegation will relieve Client of its obligations under this Agreement, and as such, Client shall remain primarily liable in connection therewith.

19. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the address set forth in this Agreement or as otherwise designated by a party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (1) upon receipt by the receiving party; and (2) if the party giving the notice has complied with the requirements of this section.

20. Survival. Following the termination of this Agreement, any provision set forth herein which, by its very nature, is intended to survive any expiration or termination hereof, shall so survive, including without limitation, the provisions respecting ownership of work product, confidentiality, indemnification, limitation of liability, non-solicitation, accrued payment obligations, and governing law and venue.

21. Waiver. No waiver of any right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

22. Governing Law; Venue. The Agreement shall be governed by the laws of the State of Colorado without regard to its conflict of laws principles. The parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located in Larimer County, Colorado.

23. Attorneys' Fees. If either party incurs any legal fees associated with the enforcement of this Agreement or any rights hereunder, the prevailing party shall be entitled to recover its reasonable outside attorney's fees and any court, arbitration, mediation, or other reasonable litigation expenses from the other party.

24. Authority to Bind. Each party, and each individual on behalf of each party signing this Agreement, represents that it has the full legal power, authority and right to execute, deliver, and perform its obligations under this Agreement.

25. Collection Expenses. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

27. Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either party regardless of which party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting party.

28. Entire Agreement; Amendments. The Agreement (along with any master service agreement or attachments incorporated herein) sets forth the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise, relating hereto. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. In the event of any conflict between these terms and any master service agreement, the terms of the master service agreement shall govern. Each party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The parties acknowledge and agree that they are not relying upon any representations or statements made by the other party or the other party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.



H2 ADVISORS

P 920-905-2472

E elaracreatives@gmail.com

W elaracreatives.com

OBJECTIVE/PURPOSE

To provide digital marketing for the Castle Pines North Metropolitan District.

SCOPE OF WORK

- **Optimize and create communication for FrontDoor**
- **Optimize and create content for Social Media**
 - 7-8 Posts Per Month
 - Instagram, Facebook, and LinkedIn
 - Instagram Stories, Highlights, Graphic Design
 - Monthly Social Media Metrics Report
 - Platform monitoring/Responding to inquiries
- **Newsletter Assistance**
 - Needed Content Creation/Graphic Creation
 - Needed Writing Assistance
 - Email Capture and Subscriber Management
 - Newsletter Marketing
- **High-Production Videography/Photography (2 shoots/month, or 1 Full Day)**
 - Capturing content, photos, interviews, and project updates for use on Social Media, Website, and other Digital Marketing uses.
 - Drone Videography
 - All assets can be used for Castle Pine's future projects and media collection.
- **META Ad Reach (\$200/month)**
 - Targeted content to local demographics
 - Facebook and Instagram
 - Managing Reach/Optimization
- **Website Updates (As Needed)**
- **Monthly Marketing Planning Meetings**

Rate: \$6,300/month



DAUPLER + CASTLE PINES NORTH METRO DISTRICT

TERM: ANNUAL

PRODUCTS & SERVICES

Item & Description	Quantity	Price	Total
Response Management System Daupler Answering: Call Answering Functionality – after hours, weekends, holidays, Flat fee; no variable rate or upcharge for high volume months Daupler Dispatch: call escalation, team formation, problem response form automation Daupler Engage: Customer text updates, text links, customer photo uploads, address updates Daupler AI: AI/classifier technology for fast escalation & dispatch Event Detection: automatic detection of large outages, customer communication during outage, added information for fast emergency response	1	\$19,900	\$19,900
Daytime Spillover Daupler Answering: Call Answering Functionality – weekday coverage, spillover for weather events, major incidents Limit: 1000 Minutes	1	\$3,000	\$3,000
AVL Integration Truck GPS Integration: Automated arrival & departure logging, incident geofencing	1	\$3,000	\$3,000
Support 24/7 customer support, dedicated implementation team	1	Included	Included
	Subtotal	\$25,900	\$25,900
	Discount (Multi-Module)	5%	\$1,295
	Total		\$24,605

*Annual recurring costs are subject to a 9% technology uplift.

REFERENCE

215648963779-56431579

TO

Nathan Travis
 District Manager
 Castle Pines North Metro
 District

CONTACT

nathan@cpnmd.org
 303-242-3362
 7404 Yorkshire Dr.
 Castle Pines, CO 80108

DATE

May 2, 2024

PREPARED BY

Wyatt Darnell
 Account Manager
 Daupler

CONTACT

913-392-2483
wyatt@daupler.com

Daupler, Inc.

ADDRESS

8024 CONSER ST
 OVERLAND PARK, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com



REFERENCE #

215648963779-56431579

PAGE 2

The undersigned agree to the [Terms and Conditions](#) and agree to the execution as of the date signed, the Effective Date:

Daupler, Inc.

Name

Title

Date

Signature

Castle Pines North Metro District

Name Nathan Travis

Title District Manager

Date 5/2/2024

Signature

DocuSigned by:

EE0978275B62406...

Daupler, Inc.

ADDRESS

8024 CONSER ST
OVERLAND PARK, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com



DAUPLER + CASTLE PINES NORTH METRO DISTRICT

TERM: 6/10/24 – 6/9/25

REFERENCE #

215648963779-56431579

TO

Nathan Travis
District Manager
Castle Pines North Metro
District

CONTACT

nathan@cpnmd.org
303-242-3362
7404 Yorkshire Dr.
Castle Pines, CO 80108

DATE

May 29, 2024

PREPARED BY

Wyatt Darnell
Account Manager
Daupler

CONTACT

913-392-2483
wyatt@daupler.com

Daupler, Inc.

ADDRESS

8024 CONSER ST
OVERLAND PARK, KS 66204

PHONE

+1-888-201-5652

WEB

DAUPLER.COM
info@daupler.com

PRODUCTS & SERVICES

Item & Description	Quantity	Price	Total
Daupler Notify Daupler Notify: Send notifications via text, phone, email to the entire district or to a specified area	1	\$14,900	\$14,900
Support 24/7 customer support, dedicated implementation team	1	Included	Included
		Subtotal	\$14,900
		Total	\$14,900

The undersigned agree to the [Terms and Conditions](#) and agree to the execution as of the date signed, the Effective Date:

Daupler, Inc.
Name **John Bertrand**

Title **CEO**

Date **5/30/2024**

Signature 
DocuSigned by:
John Bertrand
208517782F3A44E...

Castle Pines North Metro District
Name **Nathan Travis**

Title **District Manager**

Date **5/30/2024**

Signature 

EPR Excavating
6036 King Court
Parker CO. 80134
303-720-0788

From: EPR

EPR Excavating 2025 Rates:

Equipment Operator	\$142.00/hr
Supervisor and Truck	\$151.50/ hr
Backhoe and Operator	\$175.00/ hr
Dump Truck and Driver	\$130.00/ hr
Pipe Tech	\$ 94.00/ hr
Service Truck	\$139.00/ hr
Vac Truck	\$577.00/ hr
Shoring Aluminum	\$395.00/ Day
Steel Shoring	\$932.00/ Day
Pump	\$118.00/ Day
Compactor	\$222.00/ Day
Compressor	\$266.00/ Day
Light Plant	\$347.00/ Day
Generator	\$ 76.50/ Day
Squeegee	\$69.00
¾" Rock	\$82.75
Flowable Fill	\$276.00

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**SCHEDULE OF HOURLY RATES AND EXPENSES
EFFECTIVE JANUARY 1, 2023**

CLASSIFICATION

Principal Hydrologist	\$225.00
Project Manager	\$160.00
Project Hydrologist, Geologist or Engineer	\$125.00
Staff Hydrologist, Geologist or Engineer	\$100.00
GIS Analyst	\$100.00
Geologist I/Hydrologist I	\$95.00
Field Technician	\$80.00
Administration	\$80.00
Expert Witness	\$275.00

OTHER CHARGES

JWC EQUIPMENT AND MATERIAL: Use of equipment owned by JWC will be invoiced at fixed unit rates. A summary of these rates will be provided upon request.

PROJECT SUPPLIES AND SPECIALTY EQUIPMENT: All project related expenses, material costs, field supplies, freight and shipping, telephone, reproductions and the costs associated with the rental of specialized equipment will be charged at cost plus 15%.

Project mileage will be billed accordingly.

The above rates are effective through December 2023.



Attorneys and Counselors at Law

Donald M. Ostrander
Richard F. Rodriguez
Austin Hamre
Steven Louis-Prescott

Emily N. Ostrander

188 Inverness Drive West, Suite 430
Englewood, Colorado 80112-5204
Telephone: (303) 779-0200
Telefax: (303) 779-3662
mail@hroplaw.com
www.hroplaw.com

Special Counsel
Teri L. Pettitt, LLC
Stephanie M. Ceccato, LLC
Spector Law, LLC
Rubinstein Law, LLC
Joshua R. Kruger, Ltd.
Alyson Scott Law, LLC

September 5, 2023

Via Email

To: nathan@cpnmd.org
No Original to Follow

Nathan J. Travis
District Manager
Castle Pines North Metropolitan District
7404 Yorkshire Dr.
Castle Pines, CO 80108

RE: HROP Hourly Rates

Dear Nathan:

As we discussed briefly when we met on August 24th, our hourly rates have always been below market for water rights attorneys in the Denver metro area; to some degree that is intentional. We pride ourselves on providing high quality work at reasonable rates. However, our rates have not kept up with inflation for quite some time. In January of 2014, the rate for shareholders in the firm went to \$200 per hour; it was raised to \$220 per hour in January of 2018, and has not been adjusted since that time. This is partly due to the fact that for the last few years it appeared CPN was almost to the point at which it would no longer need representation on water rights matters. It now appears that CPN may need advice and counsel on water matters for at least a year or two longer.

Approximately a year ago I checked with a few water attorney colleagues and found that for firms in the metro area the focus on water rights, hourly rates were generally \$300 per hour or higher. For large firms with a water practice they are higher still. At that time I also looked into the change in the Producer Price Index (services rather than goods represented by the CPI) and found that from January 2013 to January 2022, the index for legal services had risen by twenty six percent (see attached table). An increase of twenty six percent puts us at \$280 per hour, still

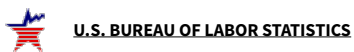
well below the Denver Metro market rate of a year ago. We appreciate the opportunity to provide counsel to CPN on its water rights and planning for its water future.

Sincerely,

HAMRE, RODRIGUEZ, OSTRANDER & PRESCOTT, P.C.

/s/ *Austin Hamre*

Austin Hamre
ahamre@hroplaw.com



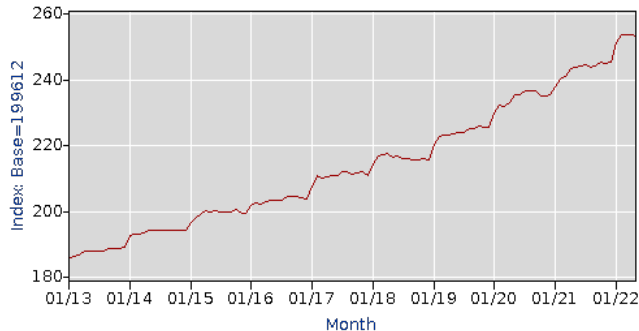
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PPI Industry Data

Series Id: PCU5411--5411--
Series Title: PPI industry group data for Legal services, not seasonally adjusted
Industry: Legal services
Product: Legal services
Base Date: 199612



Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2013	185.8	186.5	186.9	188.1	188.0	188.0	188.0	188.0	188.7	188.6	188.6	189.0
2014	192.7	193.1	193.2	193.4	194.3	194.4	194.5	194.4	194.4	194.4	194.4	194.4
2015	196.8	198.3	199.0	200.1	199.8	200.3	199.9	199.9	200.0	200.5	199.6	199.4
2016	201.8	202.8	202.2	202.9	203.5	203.5	203.4	204.6	204.5	204.5	204.1	203.8
2017	207.7	210.8	210.0	210.7	211.0	211.0	212.0	212.0	211.4	211.7	212.3	210.9
2018	214.6	216.7	217.3	217.8	216.6	216.7	216.2	216.0	215.8	215.8	215.9	215.6
2019	220.4	222.9	223.1	223.2	223.5	223.9	224.2	225.2	225.0	225.8	225.5	225.7
2020	229.8	232.2	231.8	233.0	235.4	235.3	236.5	236.5	236.6	234.9	234.9	235.3
2021	238.0	240.1	240.9	243.5	243.9	244.2	244.414	243.974	244.109	245.326	245.086	245.283
2022	251.189	253.889(P)	253.832(P)	253.802(P)	253.332(P)							

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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January 23, 2025

Memorandum

To: Nathan Travis, District Manager
Castle Pines North Metropolitan District

From: Greg S. Sekera, P.E.

Subject: District Engineer Report for Board of Directors Meeting on January 27, 2025
Castle Pines North Metropolitan District
KJ Job No. 2546002*GENW

Briefly presented below are the items that we have been involved in during the past month as well as on-going engineering related items.

DISTRICT PROJECTS

Water Treatment Plant Upgrades – There are 3 projects currently in the planning, design or construction phases. The HVAC and Tank Rehabilitation projects have been successfully completed and the assets are in use. Projects in Progress:

- **Liquid Ammonia Sulfate (LAS) Storage and Feed System Upgrade**: CGRS, the general contractor, has completed the relocation and start-up of the LAS chemical feed pumps. Contractor is working on small final contract work like installation of the new pump crane and glazing the chlorine room window for code compliance. Contractors schedule is currently showing completion in February.
 - Status: Active Construction, near completion.
- **Facility Documentation Program**: The KJ Team continues progress through the various phases of the Facility Documentation Program, aiming to capture, document, and develop infrastructure, controls programming, and operational procedures related to the Water Treatment Plant. Active phases include:
 - **Electrical, Instrumentation & Controls Documentation**: KJ has finalized baseline P&IDs representing the WTP's current state. These P&IDs will serve as living documents, updated with each capital project completion.
 - **Asset Management Registry Update**: KJ has completed the development of an asset hierarchy. The District is currently updating the asset system AIMs based on this hierarchy. KJ's final step will be to develop the asset risk assessment.
- **Filter Rehabilitation Project**: KJ has started on the Filter Rehabilitation Preliminary Design phase. Our team is working in parallel to develop base line design criteria that will inform the future design, as well as starting the development of CMGC procurement documents.

Memorandum

Engineer Report – Castle Pines North Metropolitan District
January 23, 2025
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Collection and Distribution Projects – Projects in Progress:

- ❖ Lift Station Upgrades – Final design and agency reviews are in progress. CDPHE requires new site applications and design reviews for the proposed lift station improvements. Final design documents for Lift Stations 1 and 5 are in process with CDPHE. Site applications for Lift Stations 3, 4, and 7 are also in review with CDPHE. Their responsiveness has gone from good to challenging. We are currently at the 100% design level with plan set A – Lift Stations 1, 2, and 5. Plan set B – Lift Stations 3, 4, and 7 is at 90% design level. We are hopeful that we will have final approvals this spring. We would then initiate the bidding and construction phases.
 - Status: Currently in final design and agency reviews
 - Anticipated Bid: Plan Set A – Q2 2025. Plan Set B – Q3 2025.
- ❖ Well Vault Rehab Project – The Contractor, GSE Construction Company, is active with construction. There have been unforeseen conditions related to valve isolations, weather, and delays with equipment delivery that have delayed the completion of the project. Those issues are being addressed and the timeline for completion is now estimated to be March.
 - Status: Construction active.
 - Anticipated Construction Completion: March 2025
- ❖ Monarch Water Line Replacement (Phase 1) – All work is complete. We are preparing the record drawings.
- ❖ Monarch Water Line Replacement (Phase 2) – Phase 2A from Glen Oaks Avenue to Berganot Trail is complete. Phase 2B from Berganot to Buffalo Trail and is anticipated by the City for 2025. Design of 2B is complete and ready for bid. Both phases consist of approximately 2,900 feet of new 16-inch water line.
 - Status: Phase 2A in Close-out – punch list and documentation. Phase 2B design is at 100% level. Schedule for bidding and construction is by City and is TBD.
- ❖ CP Tank Site Water Line Relocations – CP Village is proposing a new tank adjacent to the District's water transmission mains in the Village. The proximity of the existing water lines with the new tank requires relocation of the water lines. A preliminary design has been provided to the District for review. These are the District's critical water lines from our tanks and we are reviewing very critically as it will require periods where the water lines will need to be taken out of service during construction. This review is new and at conceptual level design. We will provide more detail as we get further into the review process.

DEVELOPMENT PROJECTS

- ❖ JAM Ranch Inclusion Study – Property is located at southwest corner of the Happy Canyon Road and I-25 interchange. Apparently, the Developer is preparing a formal request to the District to begin the inclusion study. We will perform a service feasibility study when the District authorizes us to start.

Memorandum

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- ❖ New Service Line Reviews – We have continued observations of new water and sewer taps and services in Lagae Ranch and Town Center for conformance to the District standards. We will continue the observations as requests are received by the District.
 - Status: Active on an as needed basis

- ❖ Lagae PA-7 Site – *No new updates for this past month.* The water and sanitary sewer mains and service line stub-outs to the townhome buildings are complete. The Developer is continuing with townhomes, and we are reviewing the meter and service lines as they request. Acceptance of the project for start of conveyance is pending completion of punch work and documentation.
 - Status: Punch list and close out phase

- ❖ Castle Pines Self-Storage – The pre-construction meeting was conducted last month for the proposed self-storage on 2 Lots within the Lagae Family Parcel at Castle Pines Pkwy and Lagae Road. Start of construction is anticipated this month and we will perform part-time observation on behalf of the District.
 - Status: In construction. Start is anticipated January 2025

Castle Pines North Systems Report December 2024

Presented by:

Semocor, Inc.

3995 Castlewood Canyon Rd.

Castle Rock CO, 80104

Distribution System- Dec. 2024

All Water Samples taken for December are good.

IPS Pipeline – Transferred 0.0 MG in Dec-Normal Operation

(2024 water YTD transfer is 241.638 gallons to the district.)

Water Tanks – Normal Operation

Serena Drive PRV – Normal Operation

Monarch Blvd PRV – Normal Operation

Hidden point PRV – Normal Operation

Zone 4 BPS – Normal Operation.

Meter Readings – Submitted 12-30-2024.

Fire Hydrants – Normal Operation

Water Mains –Normal Operation

Miscellaneous

Generators Water plant. Normal Operation

Work Orders – 37

Failed Inspections – 0.

Emergency call outs - 1

Non-payment shut-offs - 2.

Tag hangings – 16.

Turn off and turn on (normal work orders) – 0.

Final and meter Re-reads – 10

Curb-stop valves/meter pit repairs – 1.

Extra work- Main line work on Monarch has ended currently.

Collection System

All lift stations are undergoing KJ review.

Lift stations will be cleaned and checked every three months for any Maintenance items.

All Maintenance completed on lift stations.

Lift station # 1 - Normal Operation

Lift station # 2 -Normal Operation

Lift station # 3 – Normal Operation

Lift station # 4 -Normal Operation

Lift station # 5 –Normal Operation

Lift station # 6 –Normal Operation

Lift station #7 -Normal Operation

Lagae LS - Normal Operation