

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
BACA GRANDE WATER AND SANITATION DISTRICT

December 11, 2024 - 9:00 AM

District Office – 57 Baca Grant Way South

Crestone, Colorado 81131

Meeting held via Zoom

ATTENDANCE

Directors in Attendance:

Vivia Lawson

Rick Hart

David Karas

Mike Smith

Also in Attendance:

Marcus Lock, District Legal Counsel

Natalie DeBon, Administrative Manager

Chad Tate, Director of Utilities

Nicholaus Marcotte, Element Engineering

Cathy Fromm, District Accountant (for a portion of the meeting)

Community Members and Guests:

Dan Gray

Mike Plotnick

CALL TO ORDER

President Lawson called the meeting to order at 9:03AM.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting. No potential conflicts were disclosed.

AGENDA

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE AGENDA.

CONSENT AGENDA

The Board considered the following consent agenda items:

- REVIEW AND ACCEPT UNAUDITED FINANCIAL STATEMENTS FOR THE PERIOD ENDING NOVEMBER 30TH, 2024 AND CURRENT SCHEDULE OF CASH POSITION.
- APPROVE MINUTES FROM THE NOVEMBER, 2024 REGULAR MEETING.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE CONSENT AGENDA.

PUBLIC COMMENT (ITEMS NOT ON THE AGENDA ONLY. NO ACTION MAY BE TAKEN). *In accordance with the Colorado Open Meetings Law, no Board action will take place until a later date, if necessary. Please limit your comments to three minutes or less.*

No Public comments.

FINANCIAL MATTERS

Check Register: The Board discussed and considered approval of the check register through the period ending December 11, 2024 as follows:

General	\$ 3,267.00
Capital	\$ 15,278.48
<u>Enterprise</u>	\$ 47,542.71
	\$ 66,088.19

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR SMITH, SECONDED BY DIRECTOR HART AND, UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD APPROVED THE CHECK REGISTER FOR THE PERIOD ENDING DECEMBER 11, 2024.

Continuation of Public Hearing to Consider Adoption of the 2025 Budget

Ms. Fromm and Mr. Martinez presented the proposed 2025 Budget to the Board, highlighting changes in the Enterprise and Capital funds.

The Board discussed transferring an amount from the General Fund to the Capital Fund in 2024 and 2025 to support critical capital projects, ensuring funds are available if grant funding is not available. The amount to be transferred would be in compliance with TABOR to ensure the District maintains Enterprise Fund status.

Director Lawson invited public comments.

Dan Gray wanted clarification on the practice of such transfers and the expiration of the District's bonds.

President Lawson and Ms. Fromm explained that transferring funds between the General Fund and Capital Fund is a common practice among water and sanitation districts. They emphasized the importance of keeping transfers below 10% to maintain enterprise fund status and ensure compliance with regulations. Ms. Fromm confirmed that the CWRPDA loan will expire in 2029, and bonds will be paid off by 2040, the Board also noted that the low interest rate on the debt does not favor early bond repayment.

MOTION: FOLLOWING DISCUSSION, DIRECTOR HART MOVED TO APPROVE THE PROPOSED 2025 BUDGET, INCLUDING THE TRANSFERS MENTIONED DURING THE DISCUSSION. SPECIFICALLY, THERE WILL BE A 2024 TRANSFER OF \$140,000, AND A 2025 TRANSFER AMOUNTING TO APPROXIMATELY \$133,000, OR LESS THAN 10% OF THE ALLOTTED AMOUNT. THE MOTION WAS SECONDED BY DIRECTOR SMITH, AND UPON VOTE, THE BOARD UNANIMOUSLY APPROVED THE 2025 BUDGET.

MOTION: DIRECTOR HART MOVED TO ADOPT BUDGET RESOLUTION 2024-11-09, ALONG WITH THE 2025 BUDGET, AND MILL LEVY. SECONDED BY DIRECTOR SMITH AND UPON VOTE UNANIMOUSLY CARRIED, THE BOARD ADOPTED BUDGET RESOLUTION.

MOTION: PRESIDENT LAWSON MOVED TO CLOSE THE PUBLIC HEARING, SECONDED BY DIRECTOR HART AND UPON VOTE THE HEARING WAS CLOSED AT 9:46 AM.

BOARD MATTERS

President Lawson stated that the Board had one vacancy and one applicant, Michael Plotnick, whose letter of interest is included in the board packet. Mr. Plotnick introduced himself and shared his experience.

MOTION: UPON MOTION BY DIRECTOR HART, SECONDED BY DIRECTOR KARAS, AND UPON VOTE UNANIMOUSLY CARRIED, THE BOARD APPOINTED MICHAEL ALLEN PLOTNICK TO SERVE AS A DIRECTOR ON BACA GRANDE WATER & SANITATION DISTRICT BOARD UNTIL THE NEXT REGULAR ELECTION ON MAY 6TH, 2025.

STAFF REPORTS

The Board reviewed and discussed the reports incorporated in the Board packet; the staff reports are attached to the minutes as supporting documents.

MOTION: UPON MOTION BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND, UPON VOTE UNANIMOUSLY CARRIED THE BOARD APPROVED APPLICATION FOR ENERGY AND MINERAL IMPACT ASSISTANCE FUND GRANT (EIAF).

MOTION: DIRECTOR HART MOVED TO ADOPT A PERMANENT 4/10 WORK SCHEDULE, WITH HOURS FROM 7:00 AM TO 5:30 PM, AND TO UPDATE THE EMPLOYEE MANUAL ACCORDINGLY. THE MOTION WAS SECONDED BY DIRECTOR SMITH. AFTER DISCUSSION, THE BOARD VOTED UNANIMOUSLY TO APPROVE THE PERMANENT 4/10 SCHEDULE.

LEGAL MATTERS

Continuation of Public Hearing on Potential Rate Increases.

The Board continued its consideration and discussion of potential rate increases for 2025

MOTION: DIRECTOR HART MOVED TO ADOPT RESOLUTION 2024-11-10, THE TENTH AMENDED AND RESTATED RESOLUTION CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES, AND CHARGES FOR WATER AND SANITARY SEWER SERVICES AND FACILITIES, INCLUDING THE UPDATED MAP AND LEGAL DESCRIPTION. THE MOTION WAS SECONDED BY DIRECTOR KARAS. FOLLOWING DISCUSSION, THE BOARD UNANIMOUSLY VOTED TO ADOPT THE RESOLUTION.

The new rates will go into effect on February 1, 2025.

MOTION: DIRECTOR LAWSON MOVED TO AUTHORIZE THE DISTRICT MANAGER TO EXECUTE THE ELECTION SERVICES AGREEMENT FOR THE MAY 6, 2025, REGULAR ELECTION. THE MOTION WAS SECONDED BY DIRECTOR SMITH AND PASSED UNANIMOUSLY.

MOTION: FOLLOWING DISCUSSION, UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR LAWSON AND, UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD ADOPTED RESOLUTION NO. 2024-12-11, A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION; DETERMINING THAT THE ELECTION IS TO BE CONDUCTED AS A MAIL BALLOT ELECTION; AND NAMING JUDY EGBERT, AS THE DESIGNATED ELECTION OFFICIAL (DEO) AND DELEGATING SPECIFIC AUTHORITY TO THAT OFFICIAL.

A copy of the adopted resolutions are attached to these minutes and incorporated herein by this reference.

IGA Update: Mr. Lock received an email from the town of Crestone containing comments and questions regarding the Intergovernmental Agreement (IGA). The Board intended to discuss this matter further in executive session.

EXECUTIVE SESSION

MOTION: UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR KARAS AND, UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD AT 10:56 AM., ENTERED EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4) (A), (B), (E), AND (F)(I) WHICH RESPECTIVELY CONCERN, THE PURCHASE OR LEASE OF REAL PROPERTY, SPECIFIC LEGAL ADVICE FROM COUNSEL, DETERMINING POSITIONS RELATIVE TO MATTERS SUBJECT TO NEGOTIATION, AND PERSONNEL MATTERS FOR THE PURPOSE OF DISCUSSING THE LEASE RATE FOR THE NEXT 20-YEAR TERM OF THE WATER SERVICE AGREEMENT, THE TERMS AND CONDITIONS FOR CONTINUED PROVISION OF SEWER SERVICE TO THE TOWN OF CRESTONE, AND PERSONNEL MATTERS REGARDING THE DISTRICT MANAGER.

MOTION: UPON MOTION DULY MADE BY DIRECTOR HART, SECONDED BY DIRECTOR SMITH AND UPON VOTE, UNANIMOUSLY CARRIED, THE BOARD LEFT EXECUTIVE SESSION AT 11:18 AM.

ADJOURNMENT:

THERE BEING NO FURTHER BUSINESS TO DISCUSS, UPON MOTION DULY MADE DIRECTOR SMITH SECONDED BY DIRECTOR KARAS AND UPON VOTE, UNANIMOUSLY CARRIED, THE MEETING WAS ADJOURNED AT 11:20 AM.

THE NEXT REGULAR MEETING IS SCHEDULED FOR

January 15, 2025

Drafted by

Natalie DeBon

Respectfully submitted,

Diego Martinez

THESE MINUTES ARE APPROVED AS THE OFFICIAL DECEMBER 11TH, 2024
MINUTES OF THE BACA GRANDE WATER AND SANITATION DISTRICT BY THE
BOARD OF DIRECTORS SIGNING BELOW:

Vivia Lawson

Rick Hart

Mike Smith

David Karas

ATTORNEY STATEMENT

Regarding Privileged Attorney-Client Communication Pursuant to §24-6-402(2) (d.5) (II)(B), C.R.S., I attest that, in my capacity as the attorney representing the Baca Grande Water and Sanitation District, I attended the executive session on December 11, 2024 and it is my opinion that any portion of the executive session that was not recorded constituted attorney-client privileged communications.

Marcus Lock

General Counsel

Baca Grande Water and Sanitation District



Baca Grande Water and Sanitation District

P.O. Box 520 | 57 Baca Grant Way S.
Crestone, CO 81131-0520

NOTICE OF VACANCY ON THE BOARD OF DIRECTORS, OF THE BACA GRANDE WATER AND SANITATION DISTRICT TO FILL VACANCY BY APPOINTMENT

NOTICE IS HEREBY given that a vacancy exists for the Office of Director of the Baca Grande Water and Sanitation District (the “District”). An eligible elector of the District will be appointed by the Board of Directors (the “Board”) to serve until the next regular special district election in May 2025.

An eligible elector of the District is registered to vote in Colorado and:

1. A resident of the District; or
2. The owner (or spouse/civil union partner of owner) of taxable real or personal property situated within the boundaries of the District; or
3. A person who is obligated to pay taxes under a contract to purchase taxable property within the District.

The Board is accepting Letters of Interest from eligible electors of the District wanting to be considered for the appointment by the Board to the Office of Director. The Letter of Interest must include the following information:

1. Name of eligible elector as it appears in her/his voter registration record;
2. Address of residence, or address of qualifying property if not a resident of the District and spouse’s name, if property is in spouse’s name;
3. Phone number;
4. Email address;
5. Reason(s) for interest in serving as a Director; and
6. Details of experience, training, education, and/or background that would bring value to the Board.

Letters of interest and/or resumes should be personally delivered or mailed so that they are received at the District office no later than 9:00AM, December 10th, 2024 to be considered for this vacancy.

We ask potential candidates to attend at least one Board meeting and more if possible before deciding whether to submit an application.

The Letter of Interest may be mailed, emailed, or delivered to:

Baca Grande Water and Sanitation District
PO Box 520 – 57 Baca Grant Way S
Crestone, Colorado 81331
info@bacawater.com

Baca Grande Water and Sanitation District
by Diego Martinez, District Manager

The Crestone Eagle

NOTICE OF VACANCY ON THE BOARD OF DIRECTORS, OF THE BACA GRANDE WATER AND SANITATION DISTRICT TO FILL VACANCY BY APPOINTMENT

Classifieds

November 20, 2024

NOTICE IS HEREBY given that a vacancy exists for the Office of Director of the Baca Grande Water and Sanitation District (the “District”). An eligible elector of the District will be appointed by the Board of Directors (the “Board”) to serve until the next regular special district election in May 2025. An eligible elector of the District is registered to vote in Colorado and:

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5. Reason(s) for interest in serving as a Director; and

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November 22, 2024

Michael Allen Plotnick
780 Palomino OL
PO Box 1303
Crestone, CO 81131

Board of Directors
Baca Grande Water and Sanitation District
PO Box 520 - 57 Baca Grant Way S
Crestone, CO 81331
info@bacawater.com

Dear Members of the Board,

I am writing to express my interest in the appointment to serve on the Baca Grande Water and Sanitation District Board of Directors until the next regular special district election in May 2025.

My education includes a BS in Electrical Engineering from Drexel University and an MS in Electrical Engineering from Stanford University. I am also a registered Patent Agent with the US Patent and Trademark Office.

My professional experience includes key engineering and management positions in major research and development organizations, including AT&T Bell Laboratories, RCA Laboratories, Hitachi America, PA Technology, and LG Display. I have also been involved in a number of start-up ventures related to wireless networking, hand-held modular computers, and telecommunications equipment. I have worked as a Patent Agent for the law firms Oblon, McClelland, Maier & Neustadt, L.L.P and Xsensu. I also served as an advisory board member of the American Society of Inventors.

My experience also includes considerable involvement in community and civic associations, including:

- As a member of the Board of Directors and Treasurer of Bryn Gweled Homesteads, an intentional community in Southampton, PA,
- As a member of the Civic Association of Southampton, PA,
- Lead researcher and author of a position paper opposing the sewerage of the Bryn Gweled Homesteads community, and
- As a member of the Board of Directors of the Civic Association of Hollin Hills (Alexandria, VA)

This experience has deepened my understanding of local needs and the importance of sensible and sustainable practices.

I am particularly passionate about water conservation, infrastructure improvement and community engagement, and I believe my skills in project management and policy development would be beneficial in addressing these concerns. I am committed to promoting transparency, innovation, and effective communication within the board and with our community members.

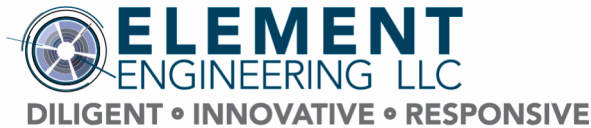
Having lived in the Baca Grande for six years, I understand some of the unique challenges and opportunities we face regarding water and sewage. With a strong commitment to community and public service and a background in engineering, organizational management and finance, I believe I could make a significant contribution to the board and the community it serves.

I am excited about the opportunity to collaborate with fellow board members to ensure that the Baca Grande Water and Sanitation District continues to provide high-quality services while fostering environmental and community health.

Thank you for considering my application. I look forward to the possibility of discussing my candidacy further.

Sincerely,

Michael Allen Plotnick
mikeplotnick@gmail.com
Home: 719-235-5808
Mobile: 703-459-3217



MONTHLY ENGINEER'S REPORT

DATE OF MEETING: DECEMBER 11, 2024
CLIENT: BACA GRANGE WATER & SANITATION DISTRICT (BGWSD)
SUBJECT: MONTHLY ENGINEER'S REPORT **NEW ITEMS IN BOLD**

GENERAL ENGINEERING (PROJECT NO. 0001)

The district's discharge permit expires on November 30, 2024. A discharge permit application must be filed six months prior to the termination of the permit. Therefore, the permit application is due on May 30, 2024. Element will assist the district with the discharge permit application. Currently the district has an individual permit. If it is possible, Element recommends the district apply for a general permit as there are several benefits of a general over an individual. We are currently reviewing if the district is eligible for a general permit.

We are currently working on the general permit renewal application and plan to have that sent to the district for review by the end of February.

Element is assisting the district with an application for the FY2024 Water Smart grant. This application will be written in support of a project to replace outdated water meters and install meters and meter pits where meters are located in homes. The grant is due by February 22nd.

The Water Smart grant application for meter replacements was submitted. Element continues to work with the district on compiling the discharge permit renewal application and associated documentation.

No items to report.

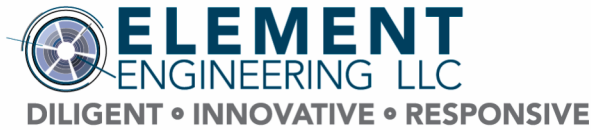
WATER AND WASTEWATER MASTER PLAN UPDATE (PROJECT NO. 0009)

The Water and Wastewater Master Plan Update document has been finalized in draft format and provided to the BGWSD staff and board for review.

The master plan was approved by the district board in September 2022. The district approved Water and Wastewater Master Plan culminated in recommendations for water and wastewater system improvements. These recommendations are being included in the Wastewater Treatment Plant Improvements (Project No. 0010) and Water Treatment Plant Improvements (Project No. 0011) projects. Status reports on these projects are presented under their respective project numbers.

The master plan also included recommendations for water loss reduction. Reporting on progress for this item is listed under General Engineering (Project No. 0001). As the master plan document itself has been approved, and action is being taken on the master plan recommendations, no additional updates will be included on this project number.

No items to report.



WASTEWATER TREATMENT PLANT IMPROVEMENTS (PROJECT NO. 0010)

A draft of the alternatives analysis was submitted to district staff and a meeting held to review and discuss. The updated alternatives analysis memorandum has been completed and submitted to district staff. This document was reviewed with the district at the board retreat. It was recommended that the WWTP should be put on hold based on the most recent influent loading data.

Element is conducting a search for a contractor/consultant to provide a structural and environmental analysis of the wastewater treatment plant building. It was determined that the facility may need structural and/or environmental (mold) remediation and an inspection and report should be generated.

Element has solicited a proposal from our subconsultant for a mechanical, electrical, and structural review of the existing WWTP building. This proposal was forwarded to district staff for review.

The district has retained a firm to provide an MEP analysis of the WWTP. We will work with the district on estimating costs for the improvements outlined in the recommended improvements.

We are currently assisting the district in providing updated cost estimates for the necessary improvements to the district's WWTP including those recommended in the MEP analysis.

WATER TREATMENT SYSTEM IMPROVEMENTS (PROJECT NO. 0011)

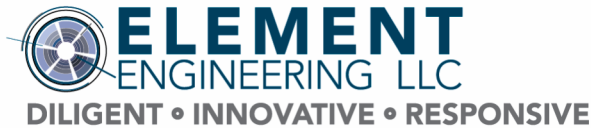
The Water and Wastewater Master Plan Update recommended a water project be completed including the following:

- Integrate the Motel Well and Booster Pump Station into the large BGWSD system.
- Increase Water Treatment Plant (WTP) Pumping Capacity
- Add Administrative Building for district.

It is recommended that these projects be funded through the Colorado Department of Health and Environment (CDPHE) State Revolving Fund (SRF) Loan Program. Upon completion of the WWTP PER and ER the funding process for the water system improvement project should begin. A preliminary schedule for the proposed project is shown below. Note that this schedule may vary widely based on review time by CDPHE.

- | | |
|-------------------------------------------------------------|----------------------------|
| • Compile and submit pre-qualification form (CDPHE funding) | December 2022 |
| • Compile and submit Project Needs Assessment | April 2023 |
| • CDPHE review and design and engineering grant execution | July 2023 |
| • Design, CDPHE permitting | August 2023 – March 2024 |
| • CDPHE funding coordination and loan execution | February 2024 – April 2024 |
| • Bidding | April 2024 |
| • Construction | June 2024 – December 2024 |

The pre-qualification form was submitted in December of 2022. A pre-qualification meeting has been scheduled with CDPHE, DOLA, BGWSD, and Element staff on Tuesday January 31st at 10:00. The pre-qualification meeting is the next step in the CDPHE funding process where all entities discuss the proposed project and review the steps in the funding process.



The prequalification meeting was held to discuss the CDPHE funding process specific to the BGWSD water project. The district qualifies for a planning grant of \$10,000 to support compilation of the Project Needs Assessment. The planning grant requires a local match of \$2,500, for total funding of \$12,500 for the Project Needs Assessment. The Project Needs Assessment (PNA) is an engineering planning document similar to the PER but compiled in a format and form acceptable to CDPHE. Element has compiled a proposal to complete the PNA on behalf of the district.

The draft PNA is nearly complete with an internal (Element) review by the middle of April. We are on target to provide the draft to district staff by the end of April.

CDPHE has provided a pre-qualification review letter after our January pre-qualification meeting. The review letter (dated April 19, 2023) is attached to this report. This letter clarifies that the district is eligible for a planning grant (already obtained), a design and engineering grant, and Bipartisan Infrastructure Law (BIL) funding.

Element finalized a draft of the PNA and transmitted it to district staff on May 9, 2023. It is recommended the district board schedule a work session or special meeting to review the final PNA during the month of June. In the meantime, Element and district staff will work to resolve any initial questions and/or comments.

The draft PNA is scheduled to be reviewed by the district at an August 23rd meeting. A handout summarizing the PNA has been transmitted to district staff for board distribution.

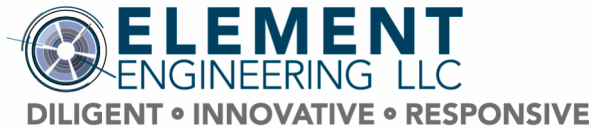
The district approved submittal of the PNA at the August 23rd meeting. Element has coordinated with district staff and the PNA has been submitted to CDPHE. We are awaiting CDPHE review of the document. Element will respond to any questions or CDPHE comments.

The PNA has been approved. See the attached approval letter.

We have been exchanging email correspondence with CDPHE regarding the district's potential Design and Engineering grant (D/E grant) for the drinking water project. The proposed budget from the US Congress is significantly cutting the EPA capitalization grants to the various state SRF programs. Therefore, CDPHE is unsure if they will have D/E grants available and may not know the available amount until September of 2024.

CDPHE will, however, allow the district to recoup funds spent on design and engineering costs from the construction loan, when it is issued to build the project. This would mean funding the design of the project upfront and recouping the costs at the time of construction. The district may apply for a DOLA grant to fund up to half of the design related costs. Therefore, the two options moving forward are as follows:

1. Self-fund the design of the water project and reimburse yourself with funds from the construction loan when the project design is completed and goes to construction. In this case we could potentially apply to DOLA for a 50/50 match grant for design.
2. Wait to see if D/E grant funds become available later in the year and proceed accordingly if one is awarded. If those funds are not available, re-consider item number 1 above.



The design and engineering costs associated with the water system project is \$108,370.00. Therefore, the district could apply for a DOLA grant in the amount of \$54,185.00, which would be a Tier II grant. The upcoming DOLA cycle begins accepting applications on March 1 and closes on April 1. Awards are estimated to be made by July of 2024. Note that if the district intends to use this grant, no work can begin until the grant contract is executed.

The district has selected to apply for a DOLA grant during the March 1 – April 1 application period to support design. Element will assist the district in completing the grant application. This application has been submitted by the project team.

CDPHE has reached out to Element and indicated that funding for a design and engineering grant in the necessary amount is available. CDPHE is currently working on this grant paperwork with the district.

The district has approved Element to begin the design phase of the project. Our internal project kickoff meeting has been scheduled and we are starting survey coordination. Our goal is to have the survey work completed prior to significant snowfall. Our team will meet with district staff onsite and walk the project locations and review the project scope. A kickoff meeting with the client will be held prior to the surveyor being onsite.

We have solicited proposals for survey firms to complete the survey work and hope to have that field work completed early in 2025. We held an onsite meeting to discuss the project and tour each facility with district staff. We are corresponding with the district on layout items and questions. Our surveyor has been given the notice to proceed and we are awaiting notification for the date of the field work.

2023 WATER LOSS PREVENTION PROJECT (PROJECT NO. 0013)

No items to report. This project is in the warranty period.

District Manager Report – December 11, 2024

United States Fish and Wildlife Service (USFWS) – Water lease negotiations

- Management will start defining “drought” conditions
 - Outline restrictions for irrigation and use of MHE Well in a drought
 - Draft presented for legal review
- USFWS approved a 1 year extension to our short-term agreement
- Rio Grande Chub & Rio Grande Sucker no longer listed under the Endangered Species Act
- Present draft drought restrictions to BOD for approval prior to submission to USFWS
 - USFWS liked the drought restrictions
- USFWS would like to discuss the possibility of the District purchasing water rights, or possibly being given credit for relinquishing certain wells
 - Attorney for USFWS will be retiring in May 2024
- No update for October
- No update for December – Counsel is reaching out

Town of Crestone (ToC) – Sewer Service Negotiations

- No update for April
 - The Discharge Permit was on the agenda of the last trustee meeting
- No update for May
 - ToC has been unresponsive
- ToC held an open meeting on 6/18 to discuss the IGA and Discharge permit
 - Instructed counsel to respond to the District
- A response to the draft IGA was received on 7/31
 - No response to draft discharge permit
 - Several compliance questions received from ToC
 - Our response will be reviewed and approved by BOD
- The District’s updated IGA draft was transmitted to the ToC attorney in August, 2024
 - No response has been received from the ToC as of 9/25/24
- No response from ToC as of December
 - The new rate will be included in the updated fee resolution
 - \$8.33 per 1,000 gallons of flow
 - \$1.05 per pound of BOD

Aspen Wastewater Treatment Facility (AWWTF)

- Loading data suggests additional capacity may not be necessary – Averaging 40% capacity (have not exceeded 60% capacity since 11/2022)
 - More frequent sampling
 - EQ Basin cleaning program
 - Auto samplers
- Some issues are present – Health or Safety hazards prioritized

- Structural engineer inspection of foundation
- Industrial health & safety inspection
- Inspections are underway
 - An initial property inspection identified several deficiencies
 - Initial quote for structural, mechanical/plumbing, and electrical inspections were much higher than expected (\$9,000), will be reviewing other options.
 - Met with structural engineer – recommended laser measurements
- Met with BOCC at AWWTF to discuss widening the relief route.
 - Looking for copy - Will be getting a survey completed at AWWTF and Stables Lift Station to determine boundaries and easements
- Foundation and Structure are satisfactory – HVAC/mechanical and Electrical inspections are pending
- Element Engineering is working on the updated PER

Grant Opportunities

- Congresswoman Lauren Boebert – Community Project Funding
 - Status – Pending
 - Request was for \$1,450,000 to help with Water Loss Prevention and new residential meters
 - Requested up date with no response. Funding was for 2025.
- USDA
 - Representatives recommended not withdrawing application
 - Submit new PER with chosen alternatives
- Energy/Mineral Impact Fund (EIAF) Grant
 - Request \$750k to help fund MHE Water System Improvement Project
 - *Requires Board Approval
- CDPHE – Water Quality Control Division
 - 2025 Assistance Grant Funding
 - Up to \$25,000
 - Will apply by 12/23/24

Old Business

- *Board review/approval of permanent 4/10 work schedule

Administrative Monthly Report

December 11, 2024

Board of Directors Meeting

UTILITY BILLING ACTIVITY FOR THE MONTH OF NOVEMBER

Customer Utility Billing		
Billing Category	Number of Accts	Amount Billed
Usage Customers Billed - SEWER	840	\$40,907.43
Usage Customers Billed - WATER	863	\$47,368.67
ON/OFF Service	1	\$25.00
LATE FEE	46	\$920.00
TRANSFER	8	\$2,800.00
EQR	27	\$785.75
WATER & SEWER HOOK UP	1	-\$2,750.00
CONSOLIDATION	0	\$0.00
W-S Hook Up extensions & additional lines	1	\$250.00
NSF	4	\$120.00

NOVEMBER - XPRESS BILL PAY TRANSACTION AND CHARGES ACTIVITY

Product / Service Description	Qty	Unit Price	Line Total
EFT Web Transactions	264	\$0.64	\$168.96
EFT Returned Item Basic	3	\$7.00	\$21.00
EFT Return NSF or Account Closed	2	\$14.00	\$28.00
Credit/Debit Card Web Transactions	386	\$0.49	\$189.14
Online Banking - Bank Bill Pay Transactions	12	\$0.25	\$3.00
Lock Box Service Transactions	109	\$0.58	\$63.22
Toll Free Operator Assisted Transactions	3	\$1.25	\$3.75
Toll Free IVR Transactions	6	\$1.25	\$7.50
Support, Maintenance, Hosting - Fee	1	\$100.00	\$100.00

Town of Crestone Sewer 2024

Town of Crestone Sewer Billing - 2024

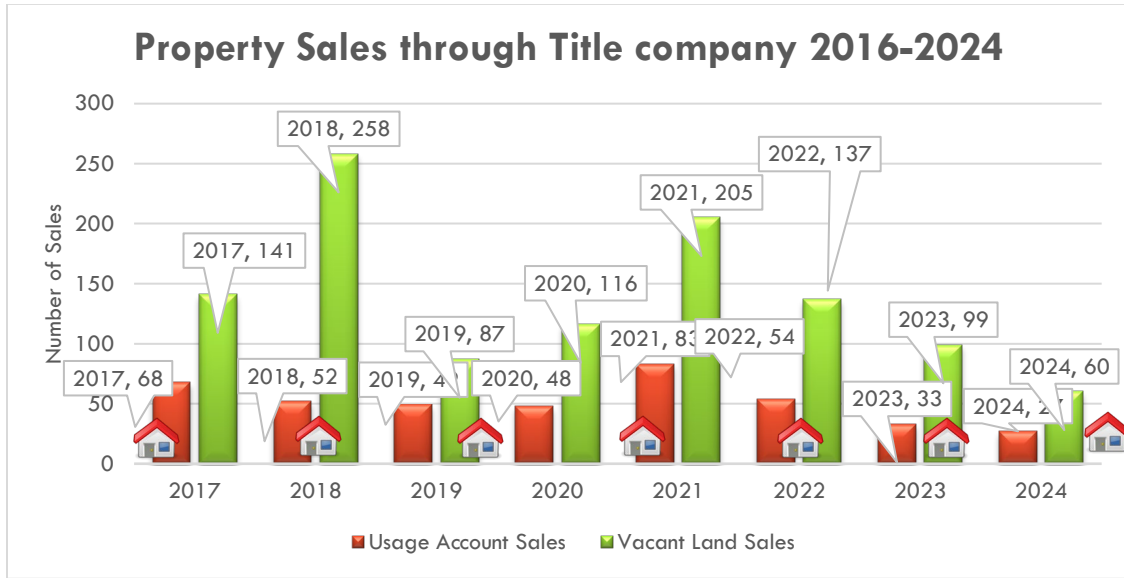
Date	Monthly Total	Monthly Flow	Flow Charges	Average Daily BOD	Monthly BOD	BOD Charges	Paid	Balance Due
January	418,898	3,309,294.20	\$ 3,309.29	37	1221	\$ 1,210.01	Check #13917	02/28/2024- \$4,519.31
February	379,458	2,997,718.20	\$2,997.72	38	1140	\$1,129.74	Paid online	03/31/2024- \$4,127.46
March	351,472	2,776,628.80	\$2,776.63	72	2016	\$1997.86	Check #14046	04/30/2024- \$4,774.48
April	384,310	3,036,049.00	\$3,036.05	33	1099	\$1,089.11	Check #14104	5/31/2024- \$4125.16
May	413,178	3,264,106.20	\$3,264.11	34	1020	\$1,010.82	Check # 14104	4,274.93- 06/30/2024 + \$499.56 overpayment
June	374,378	2,957,586.20	\$2957.59	38	1064	\$1,054.42	Check #14183	3,512.45 - 07/31/2024
July	450,704	3,560,561.60	\$3,560.56	52	1716	\$1,700.56	Check #14202	5,261.12- 08/31/2024
August	410,448	3,242,539.20	\$3,242.54	40	1240	\$1,228.84	Check 14263	4,471.38 – 09/30/2024
September	443,555	3,504,084.50	\$3,504.08	31	930	\$921.63	Check 14289	\$4,425.71 – 10/31/2024
October	381,418	3,013,202.20	\$3,013.20	37	1147	\$1,136.68	Check 14336	\$4,149.88- 11/30/2024
November	411,850	3,253,615.00	\$3,253.62	48	1440	\$1,427.04		\$4,680.66- 12/31/2024
December								
2024 Totals	4,419,669		\$34,915.39	460	14,033	\$13,906.70		

New Rate 10/2022

Rate per 1,000 Gallons of Flow: \$7.900 / 1,000 gallons

Rate per Pound of BOD: \$0.991 / pounds BOD

November - 2024- Property Sales: 2 - Homes, 4 - Lots

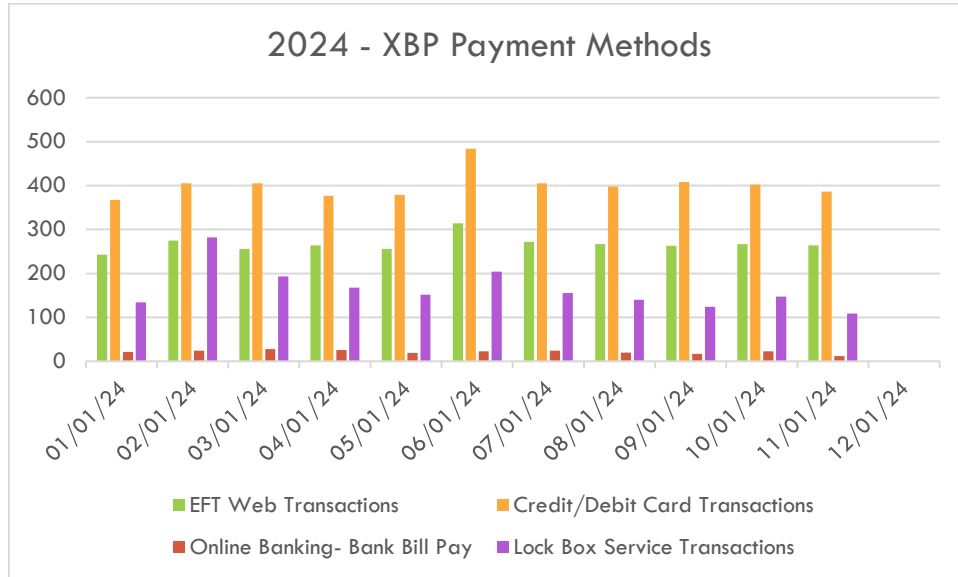


November - 2024 – Other Sales Statistic Including Name Changes Only

Prepared by Greg Hess

Type	Vacant Lot	House	Total Charges
Quit Claim Deed	2	4	\$350.00
Warranty Deed	2	1	\$350.00
Treasurer's Deed	0	0	\$0.00
Bargain & Sale Deed	0	0	0.00
Special Warranty Deed	0	1	\$0.00
General Warranty Deed	0	0	\$0.00
			Total: \$700.00

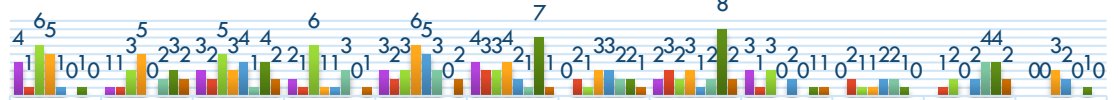
2024 - Xpress Bill Pay Customers Transactions Activity



2024 - Water and Sewer Hook up Applications

0 - Application (s) received in November, 22 – Total application (s) received in 2024

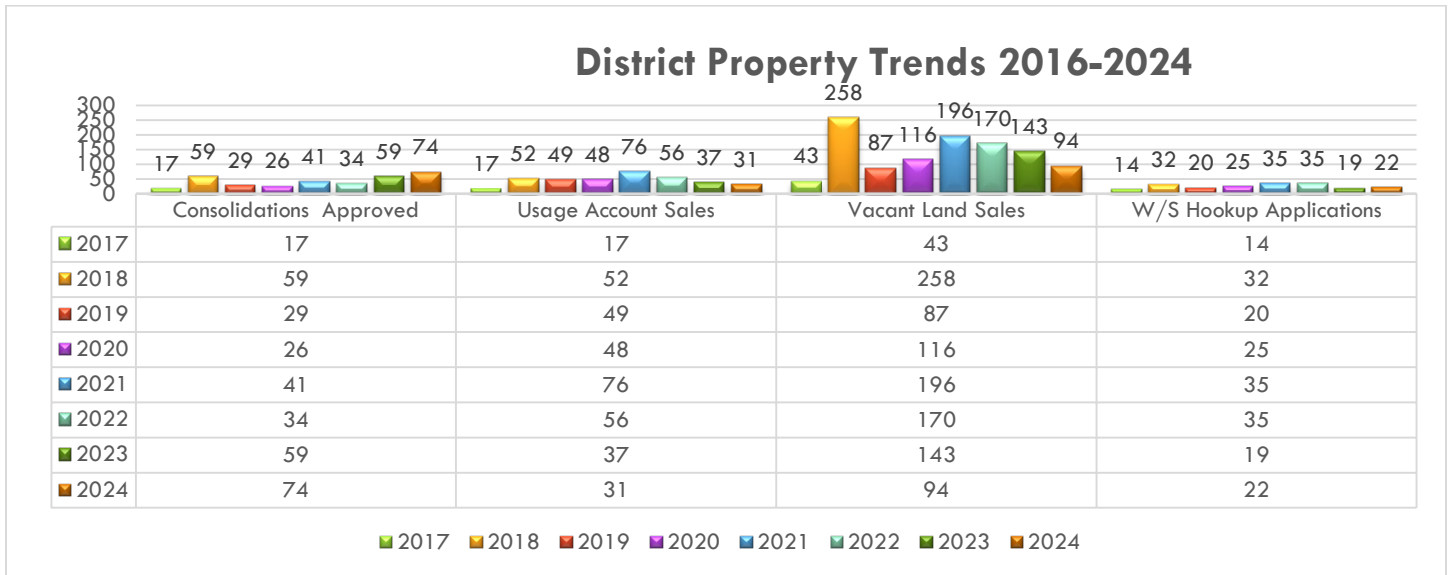
Water-Sewer Hookups 2016-2024



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2024 = 22 applications	4	1	3	2	3	4	0	2	3	0		
2023=19 applications	1	1	2	1	2	3	2	3	1	2	1	0
2022=35 applications	6	3	5	6	3	3	1	2	3	1	2	0
2021=35 applications	5	5	3	1	6	4	3	3	0	1	0	3
2020=25 applications	1	0	4	1	5	2	3	1	2	2	2	2
2019 = 20 applications	0	2	1	3	3	1	2	2	0	2	4	0
2018= 32 applications	1	3	4	0	0	7	2	8	1	1	4	1
2017= 14 applications	0	2	2	1	2	1	1	2	1	0	2	0

■ 2024 = 22 applications
 ■ 2023=19 applications
 ■ 2022=35 applications
 ■ 2021=35 applications
■ 2020=25 applications
 ■ 2019 = 20 applications
 ■ 2018= 32 applications
 ■ 2017= 14 applications

2016-2024 PROPERTY TRENDS



ADMINISTRATIVE UPDATES:

- **Consolidations:**

 - District received multiple resolutions from the SC County and new requests for consolidations.
 - In 2024, 33 consolidations completed, involving a total of 74 lots. Also one (1) subdivision happened in 2024

- **Certification of delinquent accounts**

 - November 04, 2024: PACKET GETS MAILED TO THE COUNTY TREASURER
Packet included the Final list of delinquent accounts along with the 2024 Executed Resolution
Treasurer confirmed receipt of certifications.
 - November 30, 2024: LAST DAY FOR CLOSING REQUESTS FROM TITLE COMPANIES
 - December 9, 2024: LAST DAY TO NOTIFY COUNTY OF ANY CLOSINGS/CHANGES THAT OCCURED

- **Projects:**

 - SOP updates – in progress.
 - Updating Pressure Zones Project in Caselle – completed
 - Website Tap status and AOS verification project - in progress
 - Certifications of Delinquent accounts – in progress
 - Creation of District’s social media accounts – in progress

- **Delinquent water shut off’ s:**

 - No delinquent water shut off in the month of November.

- **December’s billing message:** The BGWSD Proposed 2025 Budget and Notice of Intent to Fix or Increase Fees, Rates, Tolls, Penalties or Charges for Water and/or Sanitary Sewer Service will be considered at a regular public meeting of

the Board of Directors of the District to be held on Wednesday, December 11, 2024, at 9 A.M via Zoom . For more information please contact our office. The District will be on a holiday schedule between December 25, 2024 and January 1, 2025. During this time, the office will be closed in order to conduct year-end business and all necessary District operations. To pay your bill by phone, please call our 24/7 IVR line at 888-504-0548. Wishing you a safe and happy holidays!

Happy Holidays!

The Baca Grande Water & Sanitation District Office Will Close Early

at 2 PM on Thursday, December 12, 2024 and will reopen at 8 AM Monday, December 16, 2024.

Our answering service will be available to take your calls during this time.

If you would like to make a payment, our IVR payment line is always available at 888-504-0548.



Happy Holidays!

HOLIDAY CLOSURE

The Baca Grande Water and Sanitation District Office will be closed to the public from December 25th to January 1st and will reopen Thursday, January 2, 2025 at 8:00am.

If you would like to make a payment during the holiday, our IVR payment line is always available at 888-504-0548.

The Board of Directors and Staff wish you a safe and happy holidays!

Baca Grande Water and Sanitation District
Monthly Operations Report

December 11th, 2024



Inside of MHE Water Storage Tank

Facilities and Staff Updates

In Service

Repaired
last month

Out of
Service

Water Facilities											
Well 18		Moonlight Transfer Station		Ridgeview Transfer Station		Fallen Tree Transfer Station		Pinecone Booster Station		Shumei Booster Station	
Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2

Wastewater Facilities									
Aspen WWTP		Stables Lift Station		Wagon Wheel Lift Station		MHE Lift Station		Dharma Ocean Lift Station	
Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2	Pump 1	Pump 2

Service Vehicles				
Truck 1	Truck 2	Truck 3	Truck 4	Truck 5

Equipment				
Vector Truck	Dump Truck	Backhoe	Skid steer	Excavator

- One Equipment Failure. No Vehicle Failures or updates to report
 - Pump 1 at MHE lift station is out of service

- Accidents
 - No Accidents to report on

Operations Updates

➤ Aspen Wastewater Treatment Plant

- Spoke with fluidyne about some upgrade options.

➤ 1 Leak on Peaceful way

- A customer called in a leak on Peaceful way the operations was able to repair with minimal interruptions to service.

➤ Projects

Annual maintenance projects are completed for the season

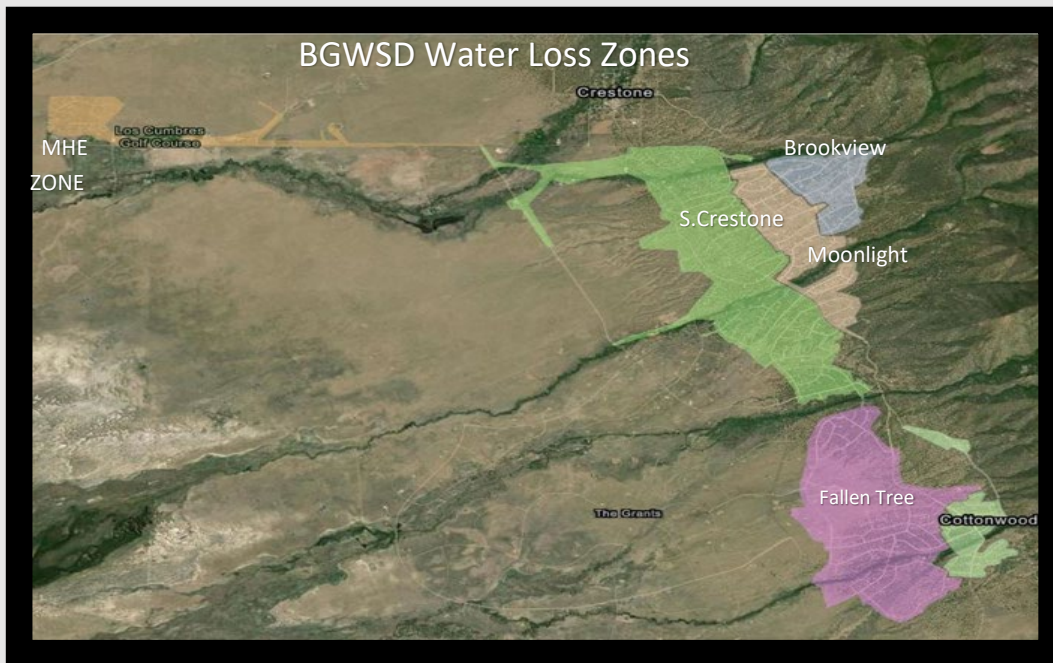
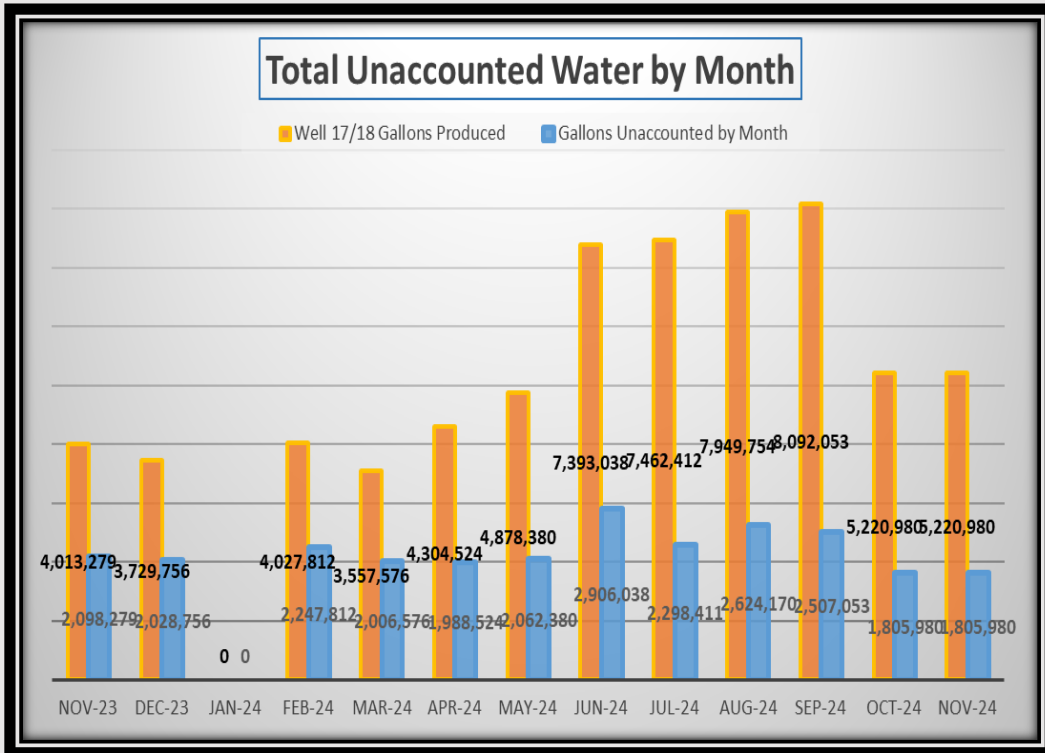
- Valve Maintenance- In process
- Collection System Cleaning- In Process
- Collection System Inspections-In-Process
- Fire Hydrant Maintenance- Completed
- Dig List (various projects that require excavation)- In Process
- Spanish creek manhole rehab Completed 10/24-25
- Facility Weed Control- Completed

➤ Unaccounted Water

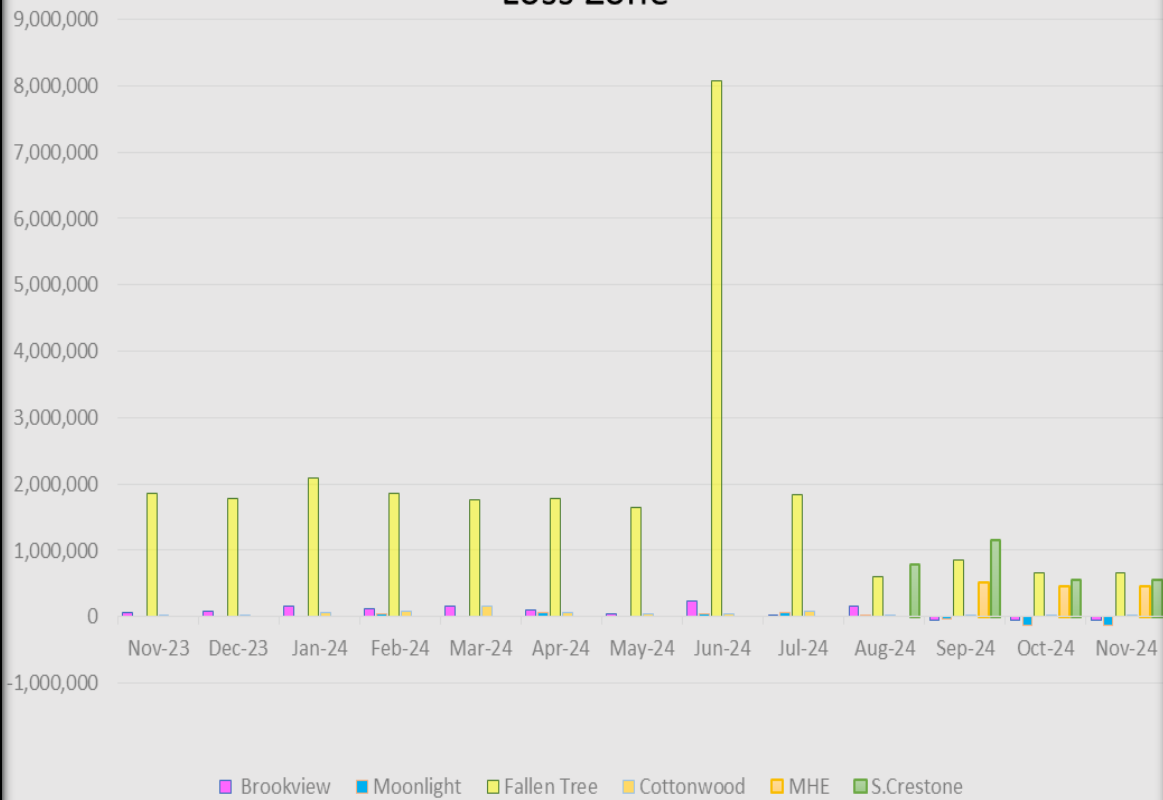
- Wells 17 and 18 produced 3,761,070 gallons of water in the month of November.
- The District sold its customers 1,883,000 gallons of water in the month of November, leaving 1,778,070 gallons unaccounted for.
- 47% of the water produced is unaccounted for in the month of November.

➤ Aspen WWTP and Town of Crestone Loading

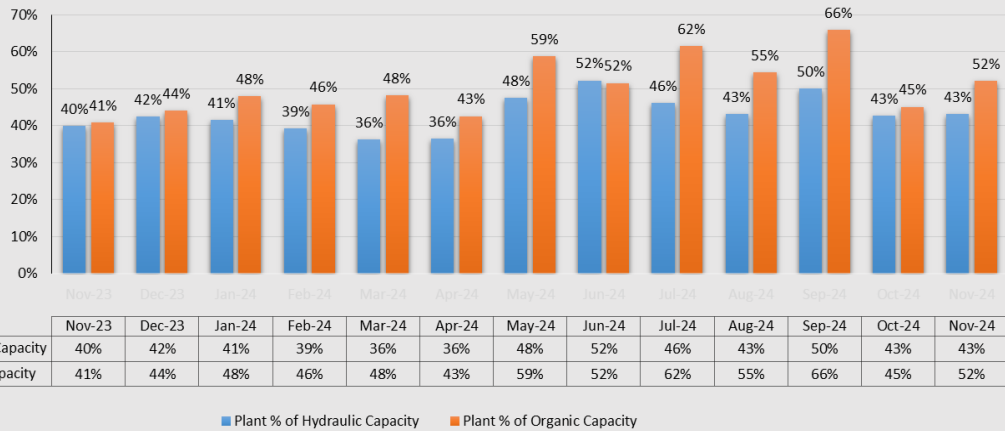
- Aspen WWTP averaged 43% of hydraulic loading capacity in the month of November, the Town of Crestone contributed an average of 16% of the treatment plants hydraulic load.
- Aspen WWTP averaged 52% of organic loading capacity in the month of November. The Town of Crestone contributed an average of 26% of the treatment plants organic load.



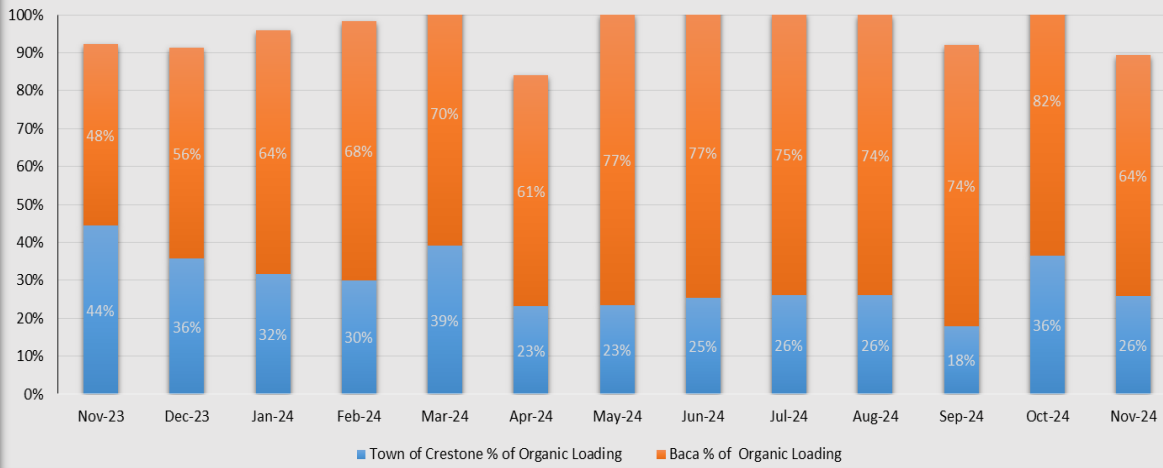
Total Monthly Unaccounted in Gallons by Water Loss Zone



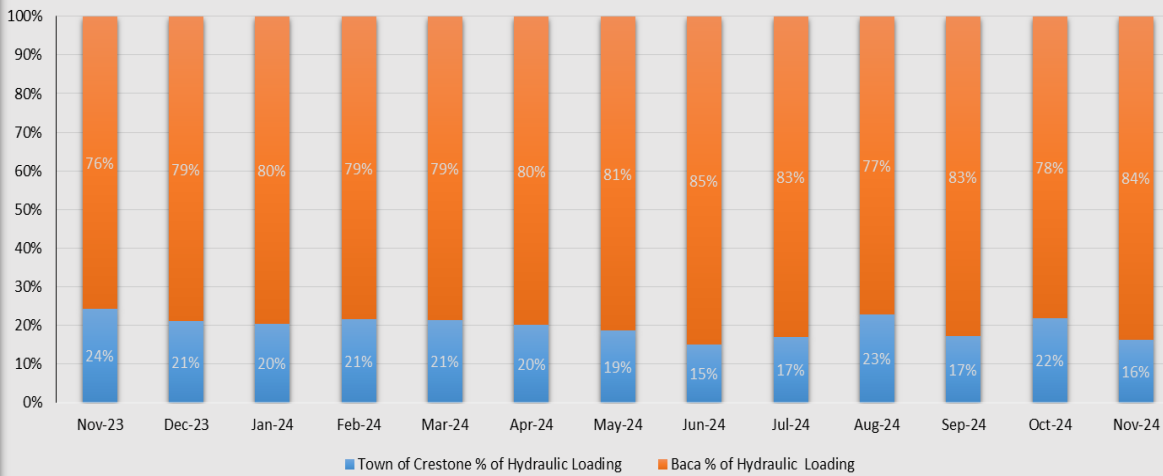
Percentage of Plant Capacities by Month at Aspen Wastewater Treatment Plant



Average % of Total Organic Loading of Aspen Wastewater Treatment Plant by Month of 2023-2024



Average % of Total Hydraulic Loading of Aspen Wastewater Treatment Plant by Month 2023-2024



Resolution No. 2024-11-10

**Tenth AMENDED AND RESTATED RESOLUTION
OF THE
BOARD OF DIRECTORS
OF THE
BACA GRANDE WATER AND SANITATION DISTRICT**

**CONCERNING THE IMPOSITION OF VARIOUS FEES, RATES, PENALTIES AND
CHARGES FOR WATER AND SANITARY SEWER SERVICES AND FACILITIES**

WHEREAS, the Baca Grande Water and Sanitation District (the “**District**”) was formed pursuant to §§ 32-1-101, *et seq.*, C.R.S., as amended (the “**Special District Act**”), by order of the District Court for Saguache County, Colorado, and after approval of the District’s eligible electors at an election; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) shall have the management, control and supervision of all the business and affairs of the District; and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to acquire, construct, operate and maintain certain amenities and facilities benefitting property and inhabitants within the District, which amenities and facilities generally include water and sanitary sewer improvements, facilities, appurtenances and rights-of-way (collectively, the “**Facilities**”); and

WHEREAS, the Board has determined it to be in the best interests of the District, and the property owners, taxpayers, and residents of the District, to provide certain water and sanitary sewer services to property and inhabitants within and without the boundaries of the District (collectively, the “**Services**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the District is authorized to fix and impose fees, rates, tolls, penalties and charges for services or facilities furnished by the District which, until such fees, rates, tolls, penalties and charges are paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the District incurs certain direct and indirect costs associated with the acquisition, construction, installation, repair, replacement, improvement, reconstruction, operation and maintenance of the Facilities, as necessary, inclusive of the costs of utilities and capital replacement costs (collectively, the “**Facility Costs**”) in order that the Facilities may be properly provided and maintained; and

WHEREAS, the District incurs certain direct and indirect costs associated with the provision of the Services in order that the Services may be properly provided, the property within

and without the District maintained, and the health, safety and welfare of the District, its users and its inhabitants may be safeguarded (collectively, the “**Service Costs**”); and

WHEREAS, the District incurs administrative and operational costs when property is transferred from one owner to another owner, or lots are consolidated or subdivided; and

WHEREAS, the establishment and continuation of fair and equitable fees and charges (collectively, the “**Fees and Charges**”) to provide a source of funding to pay for the Facility Costs and the Service Costs, (collectively, the “**Costs**”), which Costs are generally attributable to the persons and/or properties subject to such Fees and Charges, is necessary to provide for the common good and for the prosperity and general welfare of the District and its inhabitants and for the orderly and uniform administration of the District’s affairs; and

WHEREAS, pursuant to § 32-1-1006(1)(g), C.R.S., the District is empowered to fix and from time to time increase or decrease tap fees; and

WHEREAS, the establishment of a fair and equitable fee (the “**System Development Fee**” or “**Tap Fee**”) to provide a source of funding to pay for the initial capital direct and indirect costs associated with the construction, installation and acquisition of the Facilities (the “**Capital Facilities Costs**”), which Capital Facilities Costs are generally attributable to each Lot and Commercial Lot (defined below), is necessary to provide for the common good and for the prosperity and general welfare of the District, its users and its inhabitants; and

WHEREAS, pursuant to §32-1-1001(2), C.R.S., the Board, as a governing body furnishing domestic water or sanitary sewer services directly to residents and property owners within or outside of the District, may fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer services only after consideration of the action at a public meeting held at least thirty (30) days after providing notice stating that the action is being considered and stating the date, time and place of the meeting at which the action is being considered; and

WHEREAS, pursuant to § 32-1-1001(2)(a), C.R.S., the Board provided the required thirty (30) days’ notice to the residents and property owners within and outside of the District; and

WHEREAS, the District finds that the Fees and Charges and Tap Fee (as defined below), as set forth in this Resolution, are reasonably related to the overall cost of providing the Facilities and Services and paying the Costs and Capital Facilities Costs, and that imposition thereof is necessary and appropriate; and

WHEREAS, on December 15th, 2021, the Board adopted Resolution No. 2021-12-01, the Seventh Amended and Restated Resolution of the Board of Directors of Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Tolls, Penalties and Charges for Water and Sewer Services and Facilities (the “**Prior Fee Resolution**”); and

WHEREAS, the Board desires to adopt this Resolution to update the Prior Fee Resolution; and to amend and restate the Prior Fee Resolution in its entirety. Any fees, rates, tolls, penalties or charges due under the Prior Fee Resolution, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

NOW, THEREFORE, be it resolved by the Board as follows:

1. **DEFINITIONS.** Except as otherwise expressly provided or where the context indicates otherwise, the following capitalized terms shall have the respective meanings set forth below:

“Consolidation” shall include every action by which separate parcels of real property are combined into one parcel of real property.

“Subdivision” shall include every action by which one parcel of real property is divided into more than one parcel of real property.

“District Boundaries” means the legal boundaries of the District, as the same are established and amended from time to time pursuant to §§32-1-101, *et seq.*, C.R.S., as well as properties outside of the District’s legal boundaries which receive service from the District, all as more particularly set forth in the map and legal description attached hereto as **Exhibit B** and incorporated herein by this reference.

“Due Date” means the date by which the Fees and Charges and Tap Fee are due, which Due Date is reflected on the Schedule of Fees.

“Fee Schedule” or **“Schedule of Fees and Charges”** means the schedule of fees set forth in **Exhibit A**, attached hereto and incorporated herein by this reference, until and unless otherwise amended and/or repealed.

“Lot” means each parcel of land established by a recorded final subdivision plat, or any other legally created parcel of land regardless of how created, and which is located within the District Boundaries.

“Property Owner” shall include all owners of real property, customers, users, residents, leaseholders and other recipients of District services.

“Residential Unit” means each residential dwelling unit (including, without limitation, condominiums, townhomes, and any other attached dwelling unit and detached single family dwelling units) located within the District Boundaries.

“Transfer” or **“Transferred”** shall include a sale, conveyance or transfer by deed, instrument, writing, lease or any other documents or other means by which real property is

sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser, or purchasers.

“**Vacant Lot**” means each parcel of land within the District established by a recorded final subdivision plat, but specifically excluding any parcel upon which one or more Residential Units are situated and specifically excluding any parcel owned by the District.

2. THE FEES AND CHARGES.

a. Service Fees and Charges. The Board has determined, and does hereby determine, that it is in the best interests of the District and its respective residents, users and property owners to impose, and does hereby impose the Fees and Charges set forth in the Schedule of Fees and Charges to fund the Costs. The Fees and Charges are hereby established and imposed in an amount as set forth by the District from time to time pursuant to an annual “Fee Schedule” and shall constitute the rate in effect until such schedule is amended or repealed. The current Fee Schedule is set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

b. Transfer Fee. The Fees shall include a separate payment imposed on any Transfer of a Lot (the “**Transfer Fee**”), except as set forth in section 2.e below.

c. Consolidation Fee. The Fees shall include a separate payment imposed on the Consolidation of lots (the “**Consolidation Fee**”). The Consolidation Fee shall be imposed on any and all Consolidations of a Lot by a Property Owner, except as set forth in section 2.e below. The Fee shall be imposed on each separate Lot that is being consolidated into a single, combined Lot. For purposes of clarity, the Consolidation Fee for a Consolidation shall be calculated based on the number of separate Lots that are being consolidated into a single, combined Lot, such that if two separate Lots are being consolidated into a single, combined Lot, the Consolidation Fee shall be doubled, and if three separate Lots are being consolidated into a single, combined Lot, the Consolidation Fee shall be tripled.

d. Subdivision Fee. The Fees shall include a separate payment imposed on the Subdivision of a Lot (the “**Subdivision Fee**”). The Subdivision Fee shall be imposed on any and all Subdivisions of a Lot by a Property Owner, except as set forth in section 2.e below. The Fee shall be imposed on each separate Lot that results from Subdivision process. For purposes of clarity, the Subdivision Fee for a Subdivision shall be calculated based on the number of separate Lots that result from the Subdivision process such that if one Lot is subdivided into two Lots the Subdivision Fee shall be doubled, and if one Lot is subdivided into three separate Lots, the Subdivision Fee shall be tripled.

e. Exceptions. The following transactions shall be exempt from payment of the Transfer Fee, the Consolidation Fee, and the Subdivision Fee, except to the extent the

District determines that the transaction is being undertaken for the purpose of improperly avoiding the Fees and Charges:

i. Any Transfer, Consolidation, or Subdivision wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is a party.

ii. Any Transfer, Consolidation, or Subdivision by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the applicable fees shall apply.

iii. Any Transfer, Consolidation, or Subdivision of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

iv. Any Transfer, Consolidation, or Subdivision made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a prior transaction; making minor boundary adjustments without creating any new Lot; removing clouds of title; or granting easements, rights-of-way or licenses.

v. Any Transfer, Consolidation or Subdivision made pursuant to any decree or order of a court of record quieting, determining, or declaring title, except for a decree of foreclosure.

vi. Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

vii. Transfers pursuant to a decree or separation of divorce.

f. The Board has determined, and does hereby determine, that the Fees and Charges are reasonably related to the overall cost of providing the Facilities and Services, and are imposed on those who are reasonably likely to benefit from or use the Facilities and Services.

g. The revenues generated by the Fees and Charges will be accounted for separately from other revenues of the District, specifically *ad valorem* property tax revenues, if applicable. The revenue from Fees and Charges will be used solely for the purpose of paying Costs, and, if *ad valorem* property tax revenues are available, may not be used by the District to pay for general administrative costs of the District. This

restriction on the use of the Fees and Charges revenue shall be absolute and without qualification.

h. The Board has determined, and does hereby determine, that the Fees and Charges are calculated to defray the cost of funding the Costs and to reasonably distribute the burden of defraying the Costs in a manner based on the benefits received by persons paying the fees and using the Facilities and Services.

3. WATER TAP FEE/SEWER TAP FEE. A one-time Water Tap Fee/Sewer Tap Fee is hereby established and imposed upon each Residential Unit within the District Boundaries in the amounts set forth in the Schedule of Fees and Charges.

4. LATE FEES AND INTEREST. Pursuant to § 29-1-1102(3), C.R.S., any Fees and Charges and Tap Fee not paid in full within fifteen (15) days after the scheduled due date will be assessed a late fee in the amount of Twenty Dollars (\$20.00) or up to five percent (5%) per month, or fraction thereof, not to exceed a total of twenty-five percent (25%) of the amount due. The District will also assess a fee of Thirty Dollars (\$30.00) in the event of any returned check. Interest will also accrue on any outstanding Fees and Charges and Tap Fee, exclusive of assessed late fees, penalties, interest and any other costs of collection, specially including, but not limited, to attorney fees, at the rate of 12% per annum, pursuant to § 29-1-1102(7), C.R.S. The District may institute such remedies and collection procedures as authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting property owner shall pay all fees and costs, specifically including, but not limited to, attorneys' fees, court costs and costs associated with the collection of delinquent fees, incurred by the District and/or its consultants in connection with the foregoing. The District allows one time late fee adjustment per the lifetime of usage or vacant account.

5. PAYMENT. Payment for all fees, rates, tolls, penalties, charges, interest and attorneys' fees shall be made by check or equivalent form acceptable to the District, made payable to "Baca Grande Water and Sanitation District" and sent to the address indicated on the Fee Schedule. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

6. LIEN. The fees imposed hereunder, together with any and all late fees, interest, penalties and costs of collection, shall, until paid, constitute a statutory, perpetual lien on and against the property served, and any such lien may be foreclosed in the manner provided by the laws of the State of Colorado for the foreclosure of mechanic's liens, pursuant to § 32-1-1001(1)(j)(I), C.R.S. Said lien may be foreclosed at such time as the District, in its sole discretion, may determine. The lien shall be perpetual in nature (as defined by the laws of the State of Colorado) on the property and shall run with the land. This Resolution shall be recorded in the offices of the Clerk and Recorder of Saguache County, Colorado.

7. CERTIFICATION OF ACCOUNT TO COUNTY TREASURER. Pursuant to §32-1-1101(1)(e), C.R.S., the Board may elect to certify any delinquent account and late fees

satisfying the criteria established therein to the Saguache County Treasurer for collection with the District's *ad valorem* property taxes. The certification process may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and Saguache County policy.

8. SHUT OFF OR DISCONTINUATION OF SERVICE. Pursuant to § 32-1-1006(1)(d), C.R.S., the Board may elect to shut off or discontinue water and/or sewer service for delinquencies. The shut off or discontinuation of service may be in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees associated with the shut off or discontinuation of service as set forth in the Schedule of Fees and Charges.

9. SEVERABILITY. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Resolution, which shall remain in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

10. THE PROPERTY. This Resolution shall apply to all property within the District's boundaries, including, but not limited to, the property set forth in **Exhibit B**, attached hereto and incorporated herein by this reference, and any additional property included into the District after the date of this Resolution.

11. EFFECTIVE DATE. This Resolution shall become effective as of the Effective Date set forth on **Exhibit A**.

ADOPTED this 20th day of November, 2024.

BACA GRANDE WATER AND SANITATION
DISTRICT, a quasi-municipal corporation and
political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

LAW OF THE ROCKIES

General Counsel to the District

EXHIBIT A

BACA GRANDE WATER AND SANITATION DISTRICT
Schedule of Fees and Charges, Effective February 1st, 2025, unless otherwise indicated

WATER TAP FEE/SEWER TAP FEE

This fee is a one-time contribution per lot required of new Customers (or existing Customers having change of use) to be used for capital investment in regional facilities and District operations. This fee shall be due at the time of application for service. The Water Tap Fee /Sewer Tap Fee is subject to change at the discretion of the Board. The EQR determination and tap fee for both the water and sewer tap are based on the size of the water tap as set forth below.

Water Tap Size	EQR	Water Tap Fee	Sewer Tap Fee	Total Fee for both Water and Sewer Tap
¾"	1	\$ 5,000	\$ 5,000	\$ 10,000
1"	2	\$ 10,000	\$ 10,000	\$ 20,000
1 ½"	5	\$ 25,000	\$ 25,000	\$ 50,000
2"	8	\$ 40,000	\$ 40,000	\$ 80,000
3"	16	\$ 80,000	\$ 80,000	\$ 160,000
4"	36	\$ 180,000	\$ 180,000	\$ 360,000

Larger than 4" As Determined by District

NOTE: In low pressure areas (having a static pressure less than 40 psi) designed by the District Engineer, the Manager may permit the use of a 1" tap at the same fee as a ¾" tap.

CONNECTION FEE

This fee is intended to cover the cost of the equipment and installation of the water and sewer tap, curb stop valve and meter pit assembly required to connect new water and sewer service to the District's services. Connection fees include costs to inspect the backfill and final grade of the new service line. If repeat inspection services are required due to unacceptable installation or improper scheduling, then the District will charge additional re-inspection fees as stated herein, per occurrence.

All connection fees for all tap sizes will be the amount of the current costs for labor and materials. At the time of application, the District will provide an estimate of the current costs for labor and materials that must be paid by the Customer before the application will be processed by the District. Should the actual costs of labor and materials be more than the estimate, the Customer shall be responsible for the amount of actual costs over the estimate.

This fee will be equal to the total cost incurred by the District for labor and materials when a Customer suspends or disconnects from District water or sewer service. At the time of application, the District will provide an estimate of the current costs for labor and materials that the District will incur for labor and materials as a result of the suspension or disconnection of service. The Customer shall pay fifty percent (50%) of the estimate before the application will be processed by the District. The remaining balance of the actual costs incurred by the District in suspending or disconnecting the Customer's service will be billed to the Customer following completion of the work.

WATER-SEWER HOOKUP APPLICATION EXTENSION OF TIME

Extension fee \$250.00 – for a 6 month extension
Cancellation fee \$50.00
Adjustment fee: \$25.00

TOWN OF CRESTONE WASTEWATER TREATMENT SERVICE

\$8.33 – per 1,000 gallons of flow
\$1.05 – per pound of Biochemical Oxygen Demand (BOD)

POA GOLF COURSE IRRIGATION (April-October)

Base rate– 0-10,000 gallons - \$208.00
\$1.10 – per 1,000 gallons over 10,000

POA MOBILE METER

Base rate – 0-1,000 gallons - \$50.00
\$25.00 – per 1,000 gallons over 1,000

BULK WATER PURCHASE

Base rate – 0-1,000 gallons - \$50.00
\$25.00 – per 1,000 gallons over 1,000

MONTHLY WATER SERVICE CHARGES

Water Base Rate			
Tap Size	Equivalent Residential Units	2024	2025
¾"	1	\$ 48.13	\$ 48.13
1"	2	\$ 96.25	\$ 96.25
1 ½"	5	\$ 240.63	\$ 240.63
2"	8	\$ 385.00	\$ 385.00
3"	16	\$ 770.00	\$ 770.00
4"	36	\$ 1,732.00	\$ 1,732.50

Water Volume Rate				
Tap size	Equivalent Residential Units	Unbilled	Tier 1	Tier 2
¾"	1	4,000	10,000	>10,000
1"	2	8,000	20,000	>20,000
1 ½"	5	20,000	50,000	>50,000
2"	8	32,000	80,000	>80,000
3"	16	64,000	160,000	>160,000
4"	36	144,000	360,000	>360,000
January 1, 2025		\$0.00/1,000	\$2.84/1000	\$5.67/1,000

Sewer Base Rate			
Meter Size	Equivalent Residential Units	2024	2025
¾"	1	\$ 40.73	\$ 40.73
1"	2	\$ 81.47	\$ 81.47
1 ½"	5	\$ 203.67	\$ 203.67
2"	8	\$ 325.86	\$ 325.86
3"	16	\$ 651.73	\$ 651.73
4"	36	\$ 1,466.39	\$ 1,466.39

REINSPECTION FEE OR RETURN VISIT FEE \$ 150.00 / hour

Tenth Amended and Restated Resolution of the Board of Directors of the Baca Grande Water and Sanitation District Concerning the Imposition of Various Fees, Rates, Penalties and Charges for Water and Sanitary Sewer Services and Facilities

		(2 hour minimum)
<u>METER MAINTENANCE SERVICE FEE</u>	\$	40.00 / hour (1 hour minimum)
<u>METER COST</u>		Current cost to District
<u>WATER TURN ON/TURN OFF</u>	\$	25.00 each on/off (Customer Requested)
<u>SEWER SERVICE</u>	\$	40.00 / hour (1 hour minimum)

MISCELLANEOUS FEES:

FIRE HYDRANT METER FEES

Meter Assembly Rental Deposit	\$	2,000.00
Monthly Fee	\$	10.00 / 1,000 gallons

FORECLOSURE FEE

Plus all costs of engineering and attorneys' fees	\$	2,000.00 / incident
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HEARING FEE - DISPUTES

	\$	250.00
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CERTIFICATION OF DELINQUENT ACCOUNT FEE

	\$	200.00
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RETURNED CHECK

	\$	30.00
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INCLUSION FEES

Application Fee	\$	500.00
Pre-Inclusion Fee	\$	1,000.00
Initial Deposit	\$	10,000.00 (non-refundable)
Incremental Refundable Deposits of	\$	5,000.00

For actual time and expenses incurred over the \$10,000 initial deposit, including but not limited to costs of publication of notices, management, and engineering and attorneys' fees.

EXCLUSION FEES

Application Fee	\$	500.00
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Pre-Exclusion Fee	\$	1000.00
Initial Deposit	\$	5,000.00 (non-refundable)
Incremental Refundable Deposit of	\$	1,500.00

For actual time and expenses incurred over the \$5,000 initial deposit, including but not limited to costs of publication of notices, management, and engineering and attorneys' fees.

APPLICATION FEES:

Line Extension Application	\$	250.00
Additional Service Line Application	\$	250.00

The fee listed under voluntary suspension/disconnection of services

PLAN REVIEW FEES

Actual Time and expenses incurred by District, and/or \$40/hour for District staff

AVAILABILITY OF SERVICE FEES

Annual Fee per lot within 100 feet of District water and/or sewer lines	\$	200.00
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TRANSFER, CONSOLIDATION, AND SUBDIVISION FEES

For transfer of ownership of property; per lot	\$	350.00
For consolidation of property; per lot consolidated	\$	500.00
For subdivision of property; per resulting lot	\$	500.00

WATER QUALITY SAMPLING FEES

Any property owner or customer requesting a contaminant testing shall pay the current laboratory fees for each of the requested tests, and pay the hourly rate for district personnel time for applicable pickup and delivery.

PENALTY FEES / FINES:

Excavation During Non-Excavation Period \$ 5,000.00 (bond)
 December 1 through March 31 of each year. The District may adjust the no-excavation period based on actual weather conditions. The bond is security for repairs which may be required due to damage to the District's existing facilities.

Installation of any non-metered device \$ 1,000.00 / occurrence
Installation of any device (i.e., “jumper”) to allow for circumvention of the District’s monitoring or delivery systems shall constitute unauthorized tampering and the use of the District water system shall be subject to a penalty fee. Such fines shall, until paid, constitute a lien upon the subject property, pursuant to Section 32-1-1001, C.R.S.

Failure to Possess Rules and Regulations \$ 1,000.00 / occurrence
Failure to purchase and/or have a copy of the Baca Grande Water and Sanitation District Rules and Regulations, and updates, and approved construction plans on site during construction.

Failure to Possess Permit \$ 500.00 / occurrence
Failure to obtain a permit and/or have permit on-site during construction.

Repair of Broken or Damaged Water Meters, Meter Pits and Curb Stop Boxes 100%¹

Unauthorized Tampering with District systems or meters: \$ 2,000.00 / incident
Plus actual cost of damage, expense, and loss.

Unauthorized Connection Fee \$ 2 x the current then-current tap fee
Plus actual cost of damage, expense, and loss, legal fees, and any other costs incurred in the filing of criminal charges.

PAYMENTS: Payment may be made online through the instructions at www.bacawater.com/xpressBillPay.html, or made payable to the Baca Grande Water and Sanitation District and sent to the following address for receipt by the Due Date:

Baca Grande Water and Sanitation Payment Processing Center
PO Box 397
Pleasant Grove, UT 8406

¹ A) If a Customer damages or breaks their water meter, the Customer shall pay 100% of the associated costs for the repair and/or replacement of the water meters, meter pits and curb stop boxes, plus any attorneys’ fees incurred to collect associated costs.

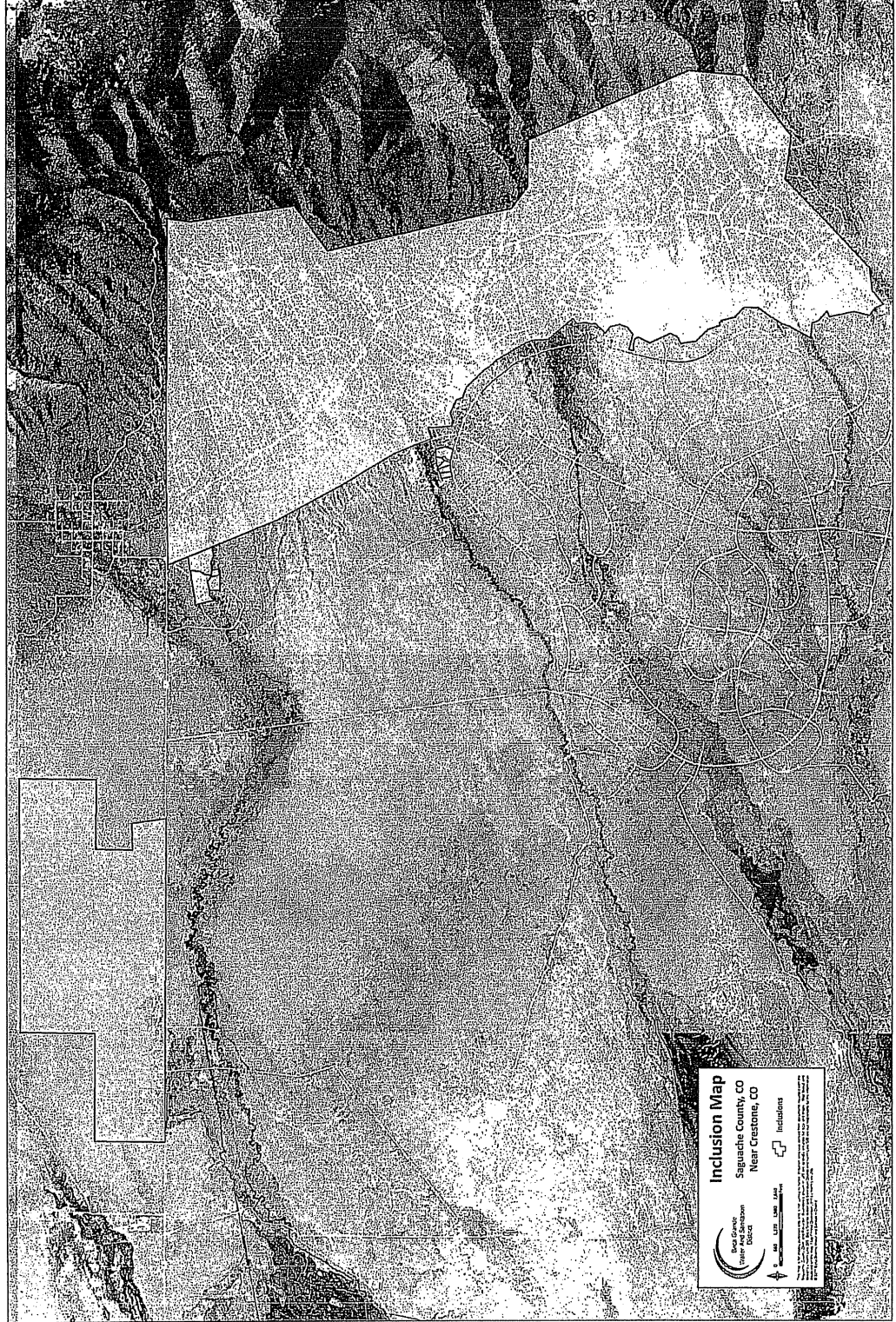
B) The District will notify the Customer of the broken or damaged water meters, meter pits and curb stop boxes and the costs of repair and/or replacement. A copy of the invoice for the work will be included with the notice. The Customer will reimburse the costs to the District within thirty (30) days of receipt of the notice.

C) If reimbursement is not received by the District within thirty (30) days of the notice, the costs will be added as a charge to the Customer’s water bill for the next billing cycle.

EXHIBIT B

BACA GRANDE WATER AND SANITATION DISTRICT

District Boundaries



The Baca Grande as shown on map recorded on May 12, 1971 as document number 199438 in the office of the Recorder of the County of Saguache, Colorado, which area includes Chalet lots 1 through 2420 inclusive, Mobile Home Estates lots 1 through 2620 inclusive, and Tracts A and B and Tracts G through R-R inclusive, all as shown on the aforementioned map.

EXCEPTING therefrom that portion thereof lying westerly and southwesterly of the following described line Beginning at Boundary Point 31 as shown on sheet T 2 of 2 of said map. Thence, Southeasterly in a direct line to the most northerly corner of Grant Number 1511 as shown on Sheet GR 22 or 22 of said map, Thence, Southerly along the generally easterly boundary of the Grants Unit One as shown on said Map to the most easterly corner of Grant number 927 as shown on Sheet GR 21 or 22 of said Map. Thence, Southerly in a direct line to boundary point 19 as shown on above mentioned Sheet T 2 of 2.

TOGETHER WITH

A part of THE LUIS MARIA BACA GRANT #4 as described in a patent dated February 20, 1900 from the United States to the heirs of Luis Maria Baca and recorded in Book 86 at Page 20 in the office of the Clerk and Recorder of Saguache County, Colorado, more particularly described as follows:

Commencing at Boundary Point #10 of THE BACA GRANDE CHALETS UNIT ONE as shown on Sheet T2 of 2 of the boundary map of said subdivision; Thence S22°03'07"E along the west boundary of said CHALETS UNIT ONE a distance of 793.19' to the TRUE POINT OF BEGINNING; Thence S22°03'07"E along said west boundary a distance of 926.67'; Thence S77°28'15"W a distance of 334.79'; Thence N66°30'50"W a distance of 242.19'; Thence S86°12'25"W a distance of 300.53'; Thence N80°20'45"W a distance of 174.19'; Thence N24°57'58"E a distance of 331.25'; Thence N3°23'11"E a distance of 449.86'; Thence N81°25'48"E a distance of 511.96' to the TRUE POINT OF BEGINNING, containing 14.124 acres more or less.

TOGETHER WITH

A parcel of land, being a part of the LUIS MARIA BACA GRANT NO. 4 as described on patent, dated February 20, 1900, from the United States to the heirs of Luis Maria Baca, recorded in Book 86 at Page 20 of the records of the Clerk and Recorder, County of Saguache, State of Colorado, more particularly described as follows:

Commencing at Boundary Point 10 of THE BACA GRANDE CHALETS UNIT ONE as shown on sheet T2 of 2; thence S13°30'08"W a distance of 837.74 feet to the TRUE POINT OF BEGINNING on the west boundary of the District; then along said west boundary for the following four (4) courses: thence S3°30'17"W a distance of 301.20 feet; thence S26°35'45"W a distance of 291.65 feet; thence S4°22'02"W a distance of 188.05 feet; thence N80°20'45"W a distance of 91.92 feet; thence N57°09'40"W a distance of 191.49 feet; thence S78°40'20"W a distance of 325.43 feet; thence S86°20'50"W a distance of 177.97 feet; thence S50°25'50"W a distance of 241.29 feet; thence N13°30'00"W a distance of 709.78 feet; thence S89°59'15"E a distance of 144.88 feet; thence N81°25'48"E a distance of 1130.95 feet to the TRUE POINT OF BEGINNING, containing 692,455 square feet or 15.897 acres, more or less.

All bearings are based on a bearing of S22°03'07"E between boundary points 10 and 33 of said CHALETS UNIT ONE.

Total Perimeter = 3794.62 feet
Contiguous Perimeter = 872.83 feet

TOGETHER WITH

Baca Grande Chalets, unit number two, as recorded with the County Clerk and Recorder of Saguache County, Colorado, as a final plat, as document number 200839, on February 14, 1972.

TOGETHER WITH

A part of THE LUIS MARIA BACA GRANT #4 as described in a patent dated February 20, 1900 from the United States to the heirs of Luis Maria Baca and recorded in Book 86 at Page 20 in the office of the Clerk and Recorder of Saguache County, Colorado, more particularly described as follows:

Commencing at Boundary Point #10 of THE BACA GRANDE CHALETS UNIT ONE as shown on sheet T2 of 2 of the boundary map of said subdivision; Thence S16°11'31"W a distance of 1612.06' to the TRUE POINT OF BEGINNING; Thence S80°20'45"E a distance of 249.97'; Thence S12°51'15"E a distance of 244.31'; Thence S77°08'45"W a distance of 230.93'; Thence N12°51'15"W a distance of 340.00' to the TRUE POINT OF BEGINNING, containing 1.549 acres more or less.

All bearings are based on the bearings shown on the recorded plat of THE BACA GRANDE CHALETS UNIT ONE SUBDIVISION.

TOGETHER WITH

A part of THE LUIS MARIA BACA GRANT #4 as described in a patent dated February 20, 1900 from the United States to the heirs of Luis Maria Baca and recorded in Book 86 at Page 20 in the office of the Clerk and Recorder of Saguache County, Colorado, more particularly described as follows:

Commencing at Boundary Point #10 of THE BACA GRANDE CHALETS UNIT ONE as shown on Sheet T2 of 2 of the boundary map of said subdivision; Thence S22°03'07"E along the west boundary of said CHALETS UNIT ONE a distance of 793.19' to the TRUE POINT OF BEGINNING; Thence S22°03'07"E along said west boundary a distance of 926.67'; Thence S77°28'15"W a distance of 334.79'; Thence N66°30'50"W a distance of 242.19'; Thence S86°12'25"W a distance of 300.53'; Thence N80°20'45"W a distance of 174.19'; Thence N24°57'58"E a distance of 331.25'; Thence N3°23'11"E a distance of 449.86'; Thence N81°25'48"E a distance of 511.96' to the TRUE POINT OF BEGINNING, containing 14.124 acres more or less.

**SERVICES AGREEMENT
ELECTION CONSULTING SERVICES
MAY 6, 2025 ELECTION**

THIS SERVICES AGREEMENT (Agreement) is made and entered into effective _____, 20__ by and between the Baca Grande Water and Sanitation District (District) and GovPro Consulting, LLC (Consultant). The District and the Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. **Active Parties.**
 - (a) Diego Martinez will represent the District in working with Consultant. He may, at his discretion, direct other parties to act on behalf of the District.
 - (b) Judy Egbert, Sole Member of GovPro Consulting, LLC will provide the entirety of the services. No other parties are authorized to act on behalf of GovPro Consulting.
2. **Scope of Services.** The Consultant agrees to provide services as listed in Exhibit A, Scope of Services.
3. **Compensation.**
 - (a) In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay Consultant a lump sum of Seven Thousand Dollars (\$7,000) for work done as specified in the attached Scope of Services through the certification of the election. This rate will cover the entirety of Consultant’s time with the exception of those items specified in the Scope of Services as additional costs.
 - (b) In the event that the contract is terminated prior to completion of the Scope of Services through the certification of the election, compensation will be pro-rated based on the rate of \$75.00 per hour. If the contract is terminated due to cancellation of the election prior to ballot mailing, Consultant will be paid a lump sum of \$3,000.00.
 - (c) Consultant is not entitled to any fees or reimbursements beyond those specified in this contract.

- (d) Full payment is to be made within 30 days of completion of the Agreement. Progress payments may be made at any time by mutual agreement.

4. **Time of Commencement and Completion of Services.**

- (a) The services to be performed pursuant to this Agreement shall be initiated upon authorization of the specified District representative.
- (b) This Agreement will be considered complete upon certification of the election.
- (c) This agreement may be terminated by either party upon written notice. If the Agreement is terminated due to cancellation of the election prior to ballot mailing, Consultant will be paid a lump sum of \$3,000.00. If the Agreement is terminated by either party prior to certification of the election for any other reason, Contractor shall be compensated at the rate of \$75.00 per hour for work performed within the Scope of Services.

5. **Independent Consultant.** The services to be performed by the Consultant are those of an independent Consultant and not of an employee of the District. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Consultant is not entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement. Consultant is not entitled to any benefits offered to employees.

6. **Compliance with Laws.** The Consultant is expected to be familiar with laws governing Special Districts in Colorado, and to comply with these laws in performing work outlined in the Scope of Services.

7. **Default.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

8. **Binding Effect.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

9. **Applicable Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.
10. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
11. **Notices.** All notices which may be given under this Agreement shall be effective when emailed or mailed via registered or certified mail to the addresses shown below.
12. **No Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
13. **Indemnification and Hold Harmless.** District shall indemnify and hold Consultant harmless from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including but not limited to reasonable attorney's fees for legal counsel retained by District, expert fees, litigation costs, and investigation costs) of every type and description to which Consultant may be subjected by reason of, or resulting from, directly or indirectly, the Consultant's actions while acting within the scope of services contained herein. As Designated Election Official, Judy Egbert is considered an official of the District and therefore covered under the District's usual insurance policies. This obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.

14.

CONSULTANT:



Judy A. Egbert
GovPro Consulting, LLC
410 12th Street
Alamosa, CO 81101
719/580-9357
GovPro@outlook.com

DISTRICT:

Diego Martinez, District Manager

P.O. Box 520

Crestone, Colorado 81131

719-256-4310

diego@bacawater.com

EXHIBIT A
Scope of Services

CONSULTANT:

- Consultant will provide Designated Election Official services in conjunction with the Regular Election May 6, 2025. Specifically:
 - Be the Designated Election Official.
 - Be available to potential candidates during the nomination window. This may be done through on-site office hours at times mutually agreeable by both Parties; and by phone/email access at all reasonable times of day.
 - Procure all necessary documents, forms, signs, etc. needed for conducting the election.
 - Create and file the Mail Ballot Plan.
 - Prepare the ballot and ballot package, and facilitate printing and mailing.
 - Prepare all required legal notices and facilitate posting/publication.
 - Communicate with the County Clerk and County Assessor as necessary regarding eligible voter data.
 - Ensure that all deadlines are met as specified on the Election Calendar as provided by the Colorado Special District Association, and the Colorado Department of Local Affairs Division of Local Government
 - Create and provide any necessary written procedures to direct District staff in customer service activities that may occur outside the hours when Consultant is on-site.
 - Identify and secure services of Election Judges.
 - Facilitate Judge's training.
 - Keep on-site office hours at a schedule determined by mutual agreement and in a manner that meets the needs of the District and its voters.
 - Be available as DEO the entirety of Election Day, and any days that election judges are working. This may be shared with other local Districts if multiple elections are conducted. Note that availability may be remote rather than on-site.
- Consultant may conduct preparatory work remotely, with on-site hours as specified above.
- Consultant will be available by phone or email at all reasonable times of day beginning upon the effective date of this Agreement, and through the end of this Agreement.

DISTRICT:

- The District will:
 - Designate a person as the point of contact in providing staff assistance.
 - Purchase or lease all necessary election supplies and equipment as determined by Consultant.

- Pay for all necessary printing and postage costs, including costs of a professional ballot printing vendor.
- Appoint an appropriate number of suitable Election Judges, based on the recommendation of the Consultant; or delegate appointment authority to Consultant through Board action.
- Pay the Election Judges directly.
- Procure and utilize any legal counsel necessary during the course of the election. Consultant is not an attorney and does not provide legal advice.

NOTE:

- The following items are not anticipated, but may occur. If needed, Consultant commits to carrying out at an additional cost. Compensation will be paid at the hourly rate specified in Section 3(b).
 - Overseeing and managing a recount.
 - Any required appearances in Court following certification of the election. If court appearances involve travel outside of Alamosa, mileage will be charged at the current IRS rate, and necessary lodging reimbursed at actual costs.

Resolution No. _2024-12-11

BACA WATER AND SANITATION DISTRICT
BOARD OF DIRECTORS RESOLUTION REGARDING
THE REGULAR ELECTION MAY 6, 2025

A RESOLUTION CALLING FOR THE 2025 REGULAR DISTRICT ELECTION;
DETERMINING THAT THE ELECTION IS TO BE CONDUCTED AS A MAIL BALLOT
ELECTION; AND NAMING A DESIGNATED ELECTION OFFICIAL, AND
AUTHORIZING SPECIFIC AUTHORITY TO THAT OFFICIAL

WHEREAS, the District was organized as a Special District pursuant to CRS §32-1-101 et seq. (the “Special District Act”); and

WHEREAS, the District is located entirely within Saguache County, Colorado (the “County”); and

WHEREAS, pursuant to CRS §32-1-804 the Board governs the conduct of the regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 6, 2025 for the purpose of electing directors and desires to take all actions necessary and proper for the conduct thereof (the “Election”); and

WHEREAS, the terms held by Richard Hart, Mary Vivia Lawson, and the term previously held by John A. Loll, which is currently vacant due to his resignation, shall expire after each successor is elected at the regular Special District election to be held on May 6, 2025 and have taken office;

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code, including any amendments thereto (the “Code”), and shall also comply with Article X, §20 of the Colorado Constitution (“TABOR”) as necessary; and

WHEREAS, pursuant to CRS §1-1-111(2) the Board is authorized to designate an election official (the “Designated Election Official”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to CRS §1-13.5-513(1) the Board can authorize the Designated Election Official to cancel the Election upon certain conditions;

NOW THEREFORE BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors. The Election shall be conducted as an independent mail ballot election in accordance with CRS §1-13.5-1101 *et seq.* unless otherwise determined at the Board's discretion.
2. The Board names Judy Egbert of GovPro Consulting LLC as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.
3. Without limiting the foregoing, the following specific determinations are also made:
 - a. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers as necessary; all required notices of election including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
 - b. The election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Code. The Designated Election official shall develop a Plan for conducting the mail ballot election, which will be made available to the public. There shall be no election precinct or polling place. All mail ballots shall be returned to the address specified by the Designated Election Official.
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.
5. Self-Nomination and Acceptance forms are available by contacting the DEO; or for pick-up at the District office during regular business hours. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no later than close of business on Friday February 28, 2025.
6. 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 write-in candidates timely filing affidavits of intent no later than March 3, 2025, the Designated Election Official shall cancel the election and declare candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code. This notice and this resolution, signed by the Board Chair, shall be filed with the Division of Local Government.

7. Pursuant to CRS §1-11-203.5, any election contest arising out of a ballot question concerning the order of the ballot or the form or content of the ballot shall be commenced by petition filed with the proper court within five (5) days after the title of the ballot question is set.
8. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgement 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.
9. Any and all actions previously taken by the Designated Election official or the Secretary of the Board of Directors or any other persons acting in their behalf pursuant to the Act, the Code, or other applicable laws, and hereby ratified and confirmed.
10. 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.
11. The provisions of this Resolution shall take effect immediately.

ADOPTED AND APPROVED this ____ day of _____, 20__.

Baca Grande Water and Sanitation District

By: _____
Chair

Attest: _____
Secretary