

CENTRAL WELD COUNTY WATER DISTRICT BOARD MEETING AGENDA

**2235 2nd Avenue – Greeley, CO
September 21, 2023**

**970) 352-1284
1:30 P.M.**

**James Park, President
Albert Lind, Vice President
Katie Strohauer, Treasurer**

**T.Scott Meining, Director
Peter Ulrich, Director
Stan Linker, District Manager**

AGENDA ITEMS:

- ITEM 1: ROLL CALL**
- ITEM 2: Public Comment on Non-Agenda Items**
- ITEM 3: MINUTES**
 - A. Approval of Minutes dated AUGUST 17, 2023**
- ITEM 4: FINANCIAL REPORTS**
 - A. Approval of Current Bills**
 - B. Fund Investments**
 - C. Budget Reports**
- ITEM 5: STAFF REPORTS**
 - A. Incoming Correspondence**
 - B. Outgoing Correspondence**
 - C. Field Report**
 - D. Consumption & Comparison Report**
 - E. Revenue & Usage Report**
 - F. NISP Report**
 - G. Windy Gap Report**
 - H. Manager's Report**
- ITEM 6: CARTER LAKE FILTER PLANT REPORTS**
 - A. CLFP Minutes**
 - B. CLFP Agenda**
 - C. CLFP Project Updates**
 - D. CLFP Pre-Treatment Updates**
- ITEM 7: NEW BUSINESS**
 - A. Tap Fee Agreements**
 - B. SDA 2023 revision changes**
 - C. Petitions for Exclusion**
 - D. 2024 Proposed Budget**
 - E. CBT Purchases**
 - F. AT&T waterline damage claim**
 - G. Reimbursement Resolution**
 - H. Town Addendums**
- ITEM 8: ADJOURNMENT**

PUBLIC COMMENT

ITEM NO. 2

SEPTEMBER 21, 2023

Public comment will be limited to 30 minutes on the agenda, **with a three minute limit per comment.**

Comments will be read into the public record based on the order in which they are received.

All submitted comments will be shared with all board members.

Public comments are accepted on various agenda items. Comments may be delivered in person during or before the public meeting or submitted electronically through the website at www.cwcwd.com/contact.

A valid email address is required.

Written comments are accepted up to 1 hour before the start of the public meeting.

Individuals should sign up in person to speak in the Board room. Should the Board receive a significant number of public comment requests related to one or more agenda items it may, at its own discretion, further limit the total time allotted for public comment.

Printed copies of public comments received on a particular matter may be provided upon request.

NO RESPONSES OR QUESTIONS CAN BE GIVEN NOR ASKED, THIS IS A LISTEN ONLY SESSION FOR THE BOARD

MINUTES FOR CWCWD REGULAR BOARD MEETING

ITEM NO. 3A (1-5)

SEPTEMBER 21, 2023

MINUTES FOR CENTRAL WELD COUNTY WATER DISTRICT REGULAR BOARD MEETING AUGUST 17, 2023

The Regular meeting of the Board of Directors of Central Weld County Water District was held on Thursday, August 17, 2023, at approximately 1:30 P.M. The meeting was called to order by James W. Park.

Present: James W. Park, Albert L. Lind, T. Scott Meining, Katie Strohauer, and Peter Ulrich; Board Members; Stan Linker, District Manager and Roxanne Garcia. Absent: none
Guests Present: Wesley LaVanchy, WEL Consulting

PUBLIC COMMENTS: None

MINUTES:

The Minutes of the July 20, 2023 meeting were reviewed by the Board. Peter Ulrich moved and Albert L. Lind seconded to approve the Minutes as written. Motion Passed.

FINANCIAL REPORTS:

The financial reports were reviewed for the months of August. The NOCO Engineering invoice was for the Thornton Line, CDOT Hwy 66, Professional fees, and the 30" and 36" waterline extensions. T. Scott Meining moved and Katie Strohauer seconded to approve the financial reports and current bills for payment. Motion Passed.

INCOMING CORRESPONDENCE:

The Board reviewed the Incoming Correspondence.

OUTGOING CORRESPONDENCE:

The Board reviewed the Outgoing Correspondence.

FIELD REPORT:

The Board reviewed and noted the Field Report.

CONSUMPTION REPORT:

The Board reviewed and noted the Consumption Report.

USAGE & REVENUE REPORT:

The Board reviewed and noted the Usage and Revenue Report.

NISP:

To date the District has paid \$11,620,976.00 for its portion of engineering and fees. The cost estimate is now \$2 Billion dollars. The amount to be paid for the District is currently \$187,589,850.00. The 2024 Budget amount will be \$2,625,000 for the District.

Regular Board Meeting August 17, 2023

WINDY GAP REPORT:

Chimney Hollow construction continues at the site and can be monitored via the live stream provided by NCWCD. PRPWA sold units to pay construction costs.

MANAGER's REPORT:

- 1) Jordan Encalade resigned as field tech on August 7, 2023
- 2) two trucks stopped running on 8/4/23; one is transmission and the other is parking brake mechanism dragging on rear end
- 3) continuing to work on easements for new Eastern Transmission main
- 4) the field repaired six leaks between August 4 – 9th in different areas of the District
- 5) the District has been notified of 51 shares of CBT for sale for \$60,000/share and two existing customers are wanting to pay cash in lieu for 35 of those shares. The Board agreed to purchase 51 shares of CBT water @ \$60,000 each.

CARTER LAKE FILTER PLANT:

The average flows for July was 24.1 MGD. The pretreatment design is still being drafted. The lake level is at 112% with is full. The new compressor at the North Plant is in operation and performing well. The blending of Dry Creek was stopped by the filter plant manager even though flows have been over 30 MGD. The LTWD manager has spoken to the river commissioner about releasing dry creek water but concerns regarding the waters of the US and copper sulfate testing will be topics of discussion for managers and boards. The lead and copper tests were completed in July.

TAP FEE AGREEMENTS:

The Board reviewed the Tap Fee Agreements:

	OWNER	TAP SIZE	LOCATION
1	Darrell & Deborah Davis Rev Trust	Quarter 5/8"	Moorea Manor CR 21.5/24.5
2	Jim & Jody Roth	5/8"	CR 41 & 46

Peter Ulrich moved and Katie Strohauser seconded to approve the Tap Fee Agreements. Motion passed.

Regular Board Meeting August 17, 2023

TOWN OF FIRESTONE:

Received the Order Granting Stipulation for Dismissal for the court dismissing the Firestone litigation:

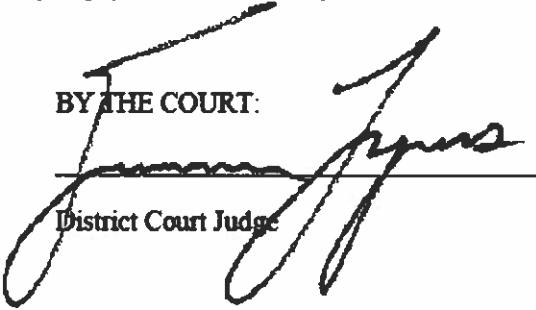
DISTRICT COURT, WELD COUNTY, COLORADO Weld County Courthouse 901 9 th Avenue Greeley, CO 80631	DATE FILED: July 31, 2023 5:09 PM CASE NUMBER: 2021CV30465
PLAINTIFF: TOWN OF FIRESTONE, a statutory town in the county of Weld, State of Colorado, v. DEFENDANT: CENTRAL WELD COUNTY WATER DISTRICT, a special district in the State of Colorado.	▲ COURT USE ONLY ▲ Case No.: 21 CV 30465 Division: 5
ORDER GRANTING STIPULATION FOR DISMISSAL WITH PREJUDICE	

THIS MATTER is before the Court on the Stipulation for Dismissal with Prejudice filed by the Plaintiff, Town of Firestone and the Defendant Central Weld County Water District (the "Stipulation"). The Court having read the Stipulation and being sufficiently advised,

HEREBY ORDERS that the Stipulation is GRANTED and the above-captioned action is dismissed with prejudice as to all claims, each party to pay their own attorney's fees and costs.

DATED: July 31, 2023.

BY THE COURT:



District Court Judge

Regular Board Meeting August 17, 2023

BELLA ESTATES ANNEXATION:

The Bella Estates Annexation into the Town of Platteville has been approved and construction will begin soon. This will have seven lots along County Road 36 east of Highway 85. The developer, Gary Hendrickson, has requested that seven C-BT units from Tap #1986 be transferred in ownership from CWCWD to the Town of Platteville. The annual allocation for the District tap will be reduced appropriately once the transfer is approved by Northern Colorado Water Conservancy District (NCWCD).

NCWCD has requested of copy of the Water Service Agreement between the District and the Town of Platteville, a Letter of Opinion from the District's attorney, and a Resolution from the Board authorizing the transfer of the C-BT units to the Town of Platteville. If the transfer of these said seven (7) units ultimately causes the current District tap to exceed the annual allocation, all applicable surcharges will be billed by the District to the customer without credit for said transfer of C-BT units. All costs associated with the transfer shall be billed to and paid by the owner of Bella Estates Annexation and no taps will be served by Central Weld County Water District or the Town of Platteville until all of the terms and conditions of NCWCD have been fulfilled including, but not limited to, the transfer of the above-described CBT units. The taps may not be used on any property other than the Subject Property without the express prior written consent of DISTRICT. Any additional transfers of water units to the Town of Platteville is the responsibility of the owner of Bella Estes Annexation; and the Water Service Agreement was transmitted to NCWCD on July 6, 2023.

CENTRAL WELD COUNTY WATER DISTRICT

RESOLUTION AUTHORIZING THE TRANSFER OF CBT WATER SHARES TO THE TOWN OF PLATTEVILLE

WHEREAS, Bella Farms, LLC [also known as Bella Dairy and/or the Gary Hendrickson property] ("Bella") previously transferred seven (7) units of C-BT to Central Weld County Water District to serve the real property owned by Bella; and

WHEREAS, the Bella real property has been annexed to the Town of Platteville; and

WHEREAS, Bella will receive water service from the Town of Platteville and Bella has requested, approved and authorized the District to transfer said seven units of C-BT to the Town of Platteville; and

WHEREAS, there are no liens or encumbrances on said seven C-BT units nor are there any other limitations or conditions which would prevent the District from transferring said seven C-BT units to the Town of Platteville; and

WHEREAS, subject to the rules, regulations, policies and approval by Northern Colorado Water Conservancy District, the Board of Directors of Central Weld County Water District agrees to transfer in ownership, said seven (7) units of C-BT Water Shares from Central Weld County Water District to the Town of Platteville for the use at Bella Estates Annexation; and

WHEREAS, the Central Weld County Water District will decrease the annual allocation appropriately for the current Bella customer (Tap 1986) once the transfer is approved by Northern Colorado Water Conservancy District; and

Regular Board Meeting August 17, 2023

WHEREAS, all costs associated with the transfer shall be billed to and paid by the owner of Bella Estates Annexation and no taps will be served by Central Weld County Water District or the Town of Platteville until all of the terms and conditions of NCWCD have been fulfilled including, but not limited to, the transfer of the above-described CBT units. The taps may not be used on any property other than the Subject Property without the express prior written consent of DISTRICT. Any additional transfers of water units to the Town of Platteville is the responsibility of the owner of Bella Estes Annexation; and

WHEREAS, if the transfer of these said seven (7) units ultimately causes the current District tap to exceed the annual allocation, all applicable surcharges will be billed by the District without credit for said transfer of C-BT units.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS of the CENTRAL WELD COUNTY WATER DISTRICT, WELD COUNTY, COLORADO:

that Central Weld County Water District has the authority to transfer in ownership and hereby authorizes the transfer of ownership of seven (7) units of C-BT water shares to the Town of Platteville for the use at Bella Estates Annexation.

ADOPTED this _____ day of _____, 2023.

CENTRAL WELD COUNTY WATER DISTRICT

President

Attest:

Treasurer

SEAL:

T. Scott Meining moved and Peter Ulrich seconded to approve the transfer of water shares for Bella Estates to the Town of Platteville. Motion passed.

TRI-PARTY LEASE AGREEMENT:

The Board reviewed the Agreement regarding lease of pipeline capacity. The Little Thompson Board and Barefoot Lakes will also be reviewing the Agreement that allows the District to lease capacity for 1 to 5 years with the option to extend the term. LTWD would pay rent to CWCWD in the amount of \$116,622 for each calendar year(calculated at \$3/TH for 341 taps each utilizing 114,000 gallons per year). The initial payment would be due 01/31/2024 and subsequent payments due each January 31 thereafter. Albert L. Lind moved and Katie Strohauer seconded to approve the Tri-Party Lease Agreement. Motion passed.

There being no further business to be brought before the Board, the meeting was adjourned at approximately 2:45 P.M.

(SEAL)

Katie Strohauer - Secretary/Treasurer

CURRENT BILLS

ITEM NO. 4A (1-4)

SEPTEMBER 21, 2023

Background Summary:

Attached for your review are the bills paid for current bills received and paid in September.

RECURRING BILLS:

SEPTEMBER 2023

Aflac	Insurance	1161.75
Always An Answer	Answering Service	154.50
Atmos Energy	Office/Field Utilities (est.)	700.00
Carter Lake Filter Plant	OP - 157,917.06; Dry Creek - 1,600.71	159,517.77
CEBT	Health Insurance (est.)	19,780.32
City of Greeley	Office Utility (est)	200.00
Colorado Dept. of Revenue	Taxes	2,561.00
Colorado Network Management	Office Exp	1,977.71
Colorado State Treasurer	Unemployment Insurance (Quarterly)	950.40
Comcast	Office Utilities	1,374.69
CorKat	Office Exp	4,715.81
CWCWD Employees	Salaries (est.)	56,000.00
Data Print	UB Bills Postage	1,611.23
First Class Security	Alarm Monitoring (Quarterly)	72.00
First National Bank	Fed/Witholding; Medicare; SS	22,000.00
Greeley Gopher	Office Expense	291.20
Lincoln National	Retirement: Dist-3,755.15; Emp-4,641.84	8,396.99
NCR Payment Solutions	Office Exp	753.39
Poudre Valley REA	Field Utilities (est.)	250.00
RAM Waste	Office/Warehouse maint	88.00
United Power	Field Utilities (est.)	1,100.00
UNCC	M&R	1,021.68
Verizon Wireless	M&R	1,380.29
Xcel Energy	Office/Field Utilities (est.)	1,000.00
Xerox Corporation	Office Exp	580.57
	SUB TOTAL	287,639.30

Ace Hardware	M&R	527.35
Badger Meter	M&R	10,010.55
Buckeye Welding	M&R	30.60
Bucklen Equipment	M&R	2,807.82
Clear Water Solutions	M&R	1,907.89
Colorado Analytical	Water Samples	455.00
Core & Main	Inventory	2,235.60
Ferguson Waterworks	M&R	7,625.72
First National Bank	Auto Exp - 138.31; Office -10,201.49 ; M&R - 1,577.72	11,917.52
Home Depot	M&R	372.78
John Deere Financial	M&R	837.87
Kepner	M&R - 235.40; Inventory = 12,125.67	12,361.07
LaSalle Oil	Auto Exp	2,428.54
Lohr Inc	M&R	260.00
Lube on the Move	Auto Exp	77.50
M&O Tires	Auto Exp	25.00
NOCO Engineering	Professional Fees	31,136.50
Northern Colo Constructors	M&R - 150,454.28; NC -242,777.79; GIS-8,000; Office-2,500	403,732.07
Northern Colo Water Conservancy Dist	Water Assessment	2,000.00
Prairie Mnt Media	Office Exp	35.20
Starr & Westbrook	Professional Fees	8,142.75
Terminix	Office/Whse Exp	166.00
TimberLine Electric	GIS/GPS	4,207.52

CURRENT BILLS
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SEPTEMBER 21, 2023

Treatment Technology	Chlorine Exp	734.00
Warehouse Supply	M&R	249.78
WEL Consulting	Professional Fees	6,000.00
Weld County Garage	Auto Exp	27.67
WEX Bank - Fleet	Auto Exp	3,085.77
ZEP Sales	M&R	420.19

SUB TOTAL **513,818.26**

TOTAL **801,457.56**

I have compared the Current Bills with the Checks and recommend payment be made to vendors.
Any Bills that are questioned will be called out in the Minutes.

Board Member

PAID BILLS AUGUST 2023

BEG. BALANCE AUGUST 1, 2023	\$	529,058.31
FUNDS TRANSFER	\$	(1,200,000.00)
DEPOSITS	\$	1,671,699.67
SUB TOTAL	\$	1,000,757.98

Recurring Utilities

Aflac	Insurance	959.64
Always an Answer	Office Exp	154.75
Atmos Energy	Office/Field Utilities	70.27
B&C Refuse/RAM Waste	Office/Whrs	176.00
Carter Lake Filter Plant	OP - 85,879.28; Dry Creek - 1,125.00; NC - 44,026.10	131,030.38
CEBT	Health Insurance	-
City of Greeley	Office Utility	184.09
Colorado Dept. of Revenue	Taxes	3,466.00
Comcast	Office Utilities	-
CorKat Data	Office Exp	4,715.81
CWCWD Employees	Salaries	61,629.94
DataPrint	Office Exp	1,604.29
First Class Security	Alarm Monitoring (Quarterly)	-
First National Bank	Fed/Witholding;Medicare; SS	24,755.98
Greeley Gopher	Office Expense	291.20
Lincoln National	Retirement	8,396.99
NCR Payment Solutions	Office Exp	753.39
Poudre Valley REA	Field Utilities	285.32
United Power	Field Utilities	1,030.68
UNCC	M&R	917.19
Verizon Wireless	M&R	1,321.95
Xcel Energy	Office/Field Utilities	1,710.88
Xerox	Office Exp	608.25
	SUB TOTAL	244,063.00

Ace Hardware	M&R	171.37
Aguilar's Corp	M&R	435.50
All American Towing	Auto Exp	383.00
Badger Meter	M&R	15,705.72
Buckeye Welding	M&R	30.60
Bucklen Equipment	M&R	1,233.72
Candlelight Dinner Theatre	M&R	609.60
Chapman, Don	M&R	5,700.00
Cintas	Office Exp	212.24
ClearWater Solutions	Professional Fees	1,735.36
Colo Special Districts	Insurance	123.00
Colo Dept Health	Water Samples	490.00
Core & Main	M&R	2,200.00
Data West Corp	Office Exp	230.40
DBE Manufacturing	Auto Exp	76.34
DPC Industries	Chlorine Exp	692.29
Firestone, Town of	M&R	1,342.00
First National Bank	Auto Exp - 114.00; Office - 4,649.69; M&R - 320.14	5,083.83
Florida State Disbursement	Garnishment	618.00

CURRENT BILLS
ITEM NO. 4A (1-4)
SEPTEMBER 21, 2023

Front Range Industrial	M&R	295.68
Hach Company	Water Samples	172.90
Hobby Lobby	Board Exp	766.73
Home Depot	M&R	875.30
John Deere Financial	M&R	167.59
Lane Law Firm	Professional Fees	189.00
LaSalle Oil	Auto Exp	1,868.24
Little Thompson Water Dist	Dry Creek Exp	8,925.42
Lohr Inc	M&R	260.00
Municipal Treatment Equip	Chlorine Exp	223.21
NCC	M&R - 34,149.93; Office Exp - 2,500.00; NC - 43,956.01	80,605.94
NOCO Engineering	NC - 7,327.00; Prof Fees - 7,140.00	14,467.00
Office Depot	Office Exp	503.22
OJ Watson	Field & Auto Exp	32,656.00
Otem Electronics	Chlorine Exp	50.00
Pomps Tire Service	Auto Exp	377.96
Prairie Mnt Media	Office Exp	35.02
Scorr Solutions	M&R	413.13
Starr & Westbrook	Professional Fees	630.00
Stevens Auto	Auto Exp	455.66
TimberLine Electric	GIS/GPS	2,798.27
Treatment Technology	Chlorine Exp	768.50
Warehouse Supply	M&R	1,026.26
WEL Consulting	Professional Fees	6,000.00
Weld County Clerk & Recorder	Auto Exp	47.76
Weld County Garage	Auto Exp - 328.24; Field & Auto Exp - 71,661.65	71,989.89
Weld County Health	Water Samples	1,129.50
Weld County Public Works	M&R	1,642.25
WEX Bank - Fleet	Auto Exp	3,070.32

Denotes Bills paid after Board meeting

Subtotal 269,483.72

BANK BALANCE AUGUST 31, 2023 **\$ 487,211.26**

FUND INVESTMENTS

ITEM NO. 4B (1-2)

SEPTEMBER 21, 2023

Background Summary:

Attached for your review is the Funds summary for the District.

FUNDS INVESTMENT
 FOR
 FINANCIAL REPORTS

FUNDS

FNBO - Checking Balance	\$ 487,211.26
FNBO - Savings Balance	\$ 1,395,673.56
CD Balance	\$ 495,000.00
Colostrust Balance	\$ 24,484,258.96
CSAFE Balance	\$ 11,862,596.70
TOTAL REVENUE	\$ 38,724,740.48
Less Remaining Expense Balance	\$ 2,247,004.50
Less Bond Payment	\$ 3,507,850.00
PROJECTED EXPENSES	\$ 5,754,854.50

BALANCE:
\$ 32,969,885.98

Projected Expenses	SPENT	PROJECTED	BALANCE
7 MG Tank	2,136,349.54	2,136,350.00	0.00
NISP Design	4,962,650.00	4,577,650.00	-385,000.00
NISP Construction	0.00	2,625,000.00	2,625,000.00
Windy Gap Construction	2,279,753.00	2,300,000.00	20,247.00
Water Purchases	55,407,210.00	51,997,680.00	-3,409,530.00
Frederick Waterline Design	243,960.50	300,000.00	56,039.50
Frederick Waterline Construction	0.00	2,700,000.00	2,700,000.00
CLFP PreTreatment Design	588,249.00	1,200,000.00	611,751.00
CLFP PreTreatment Construction	0.00	0.00	0.00
Eastern Regional Treatment Plant Design	171,503.00	200,000.00	28,497.00
Eastern Regional Treatment Plant Land Purchase	1,000,000.00	1,000,000.00	0.00
	66,789,675.04	69,036,680.00	2,247,004.50

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

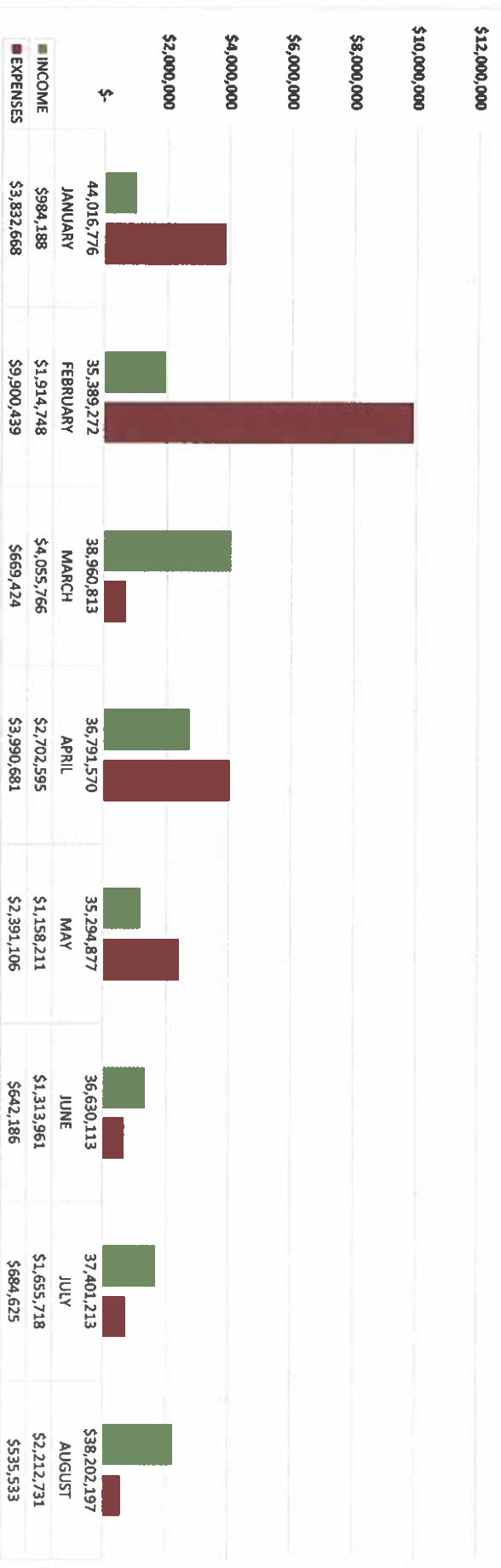
FUNDS INVESTMENT SUMMARY:

Name	Beg Balance	Fund Transfers	Interest	Rate	Current Balance
First Nat'l Checking	\$ 528,858.31	\$ (41,647.05)			\$ 487,211.26
First Nat'l Savings	\$ 5,194,052.71	\$ (3,800,015.00)	\$ 1,635.85	2.58%	\$ 1,395,673.56
CSAFE Bond Series	\$11,807,939.64		\$ 54,657.06	5.44%	\$ 11,862,596.70
Colostrust Prime	\$10,379,118.08	\$ 5,000,000.00	\$ 67,441.44	5.1526%	\$ 15,446,559.52
Colostrust Plus	\$ 28,185.71		\$ 130.77	5.4503%	\$ 28,316.48
Colostrust Assessments	\$ 306,949.24		\$ 1,346.05	5.1526%	\$ 308,295.29
Colostrust NISP	\$ 5,921,036.44		\$ 27,468.25	5.4503%	\$ 5,948,504.69
Colostrust Retirement Fund	\$ 520,329.86		\$ 2,413.88	5.4503%	\$ 522,743.74
Colostrust Water Rights	\$ 2,879.45		\$ 13.34	5.4503%	\$ 2,892.79
Colostrust Bond Series	\$ 73,892.63		\$ 342.79	5.4503%	\$ 74,235.42
Colostrust Flood	\$ 2,142,770.52		\$ 9,940.51	5.4503%	\$ 2,152,711.03
2013 Paid Flood Expenses	\$ (3,335,011.24)				
Accumulated Flood Interest Rec'd	\$ 226,836.88				
Flood Exp vs. Reimbursed	\$ (1,182,300.21)	Still awaiting approximately \$300,000 +/- to be reimbursed			

Bank Name	Maturity Date	Amount	Term
Advantage Bank	3/25/2024	\$ 95,000.00	15-month term 0.35% previous 0.75%
First Farm Bank	7/20/2024	\$100,000.00	12-month term 0.10% previous 0.05%
First Farm Bank	5/24/2024	\$300,000.00	13-month term 0.10% previous 0.05%
TOTAL		<u>\$495,000.00</u>	

Monthly Revenue Comparison	AUG 2023	2023 YTD	AUG 2022	2022 YTD
CBT Water Service Billed	\$ 1,685,204	\$ 7,270,447	\$ 2,065,086	\$ 8,889,870
Raw Water Transfers	\$ 300,000	\$ 4,490,000	\$ -	\$ 39,900
CBT Tap Fees Received	\$ -	\$ 570,500	\$ 42,500	\$ 768,250
Bulk Water Sales	\$ 19,290	\$ 189,995	\$ 22,945	\$ 147,025
MiscWaterSrcv - (LHWD, Verizon, Studies,	\$ 28,609	\$ 1,870,230	\$ 10,102	\$ 684,971
Non-district Tap Fees Received	\$ -	\$ 120,500	\$ 313,600	\$ 959,100
Line Extension	\$ 14,000	\$ 330,960	\$ 23,000	\$ 182,400
TOTALS	\$ 2,047,103	\$ 14,842,632	\$ 2,477,233	\$ 11,671,516

Income and Expenses by Month



BUDGET REPORT

ITEM NO. 4C (1-2)

SEPTEMBER 21, 2023

Background Summary:

Attached for your review is the Budget Report for the District.

CENTRAL WELD COUNTY WATER DISTRICT
2022 YTD vs. 2023 YTD
BUDGET REPORTS
JANUARY 1 - DECEMBER 31, 2023

BUDGET REPORTS
Item No. 4C (1-2)
September 21, 2023

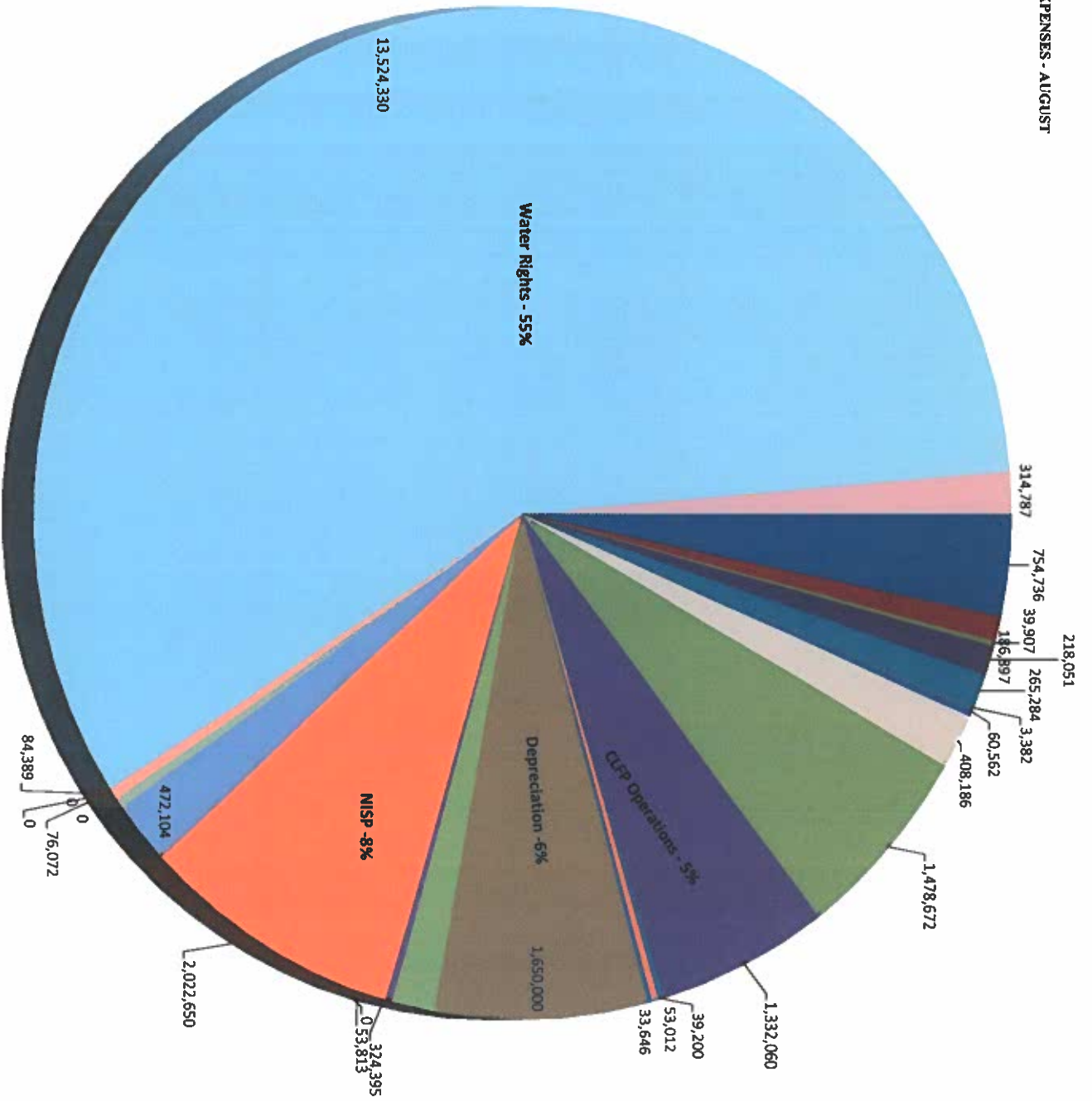
ITEMS	ACTUAL TO 8/31/2022	BUDGET 2023	ACTUAL TO 8/31/2023	2023 in Comparison to Prior Year 2022
BEGINNING BALANCE				
Reserves	15,793,307	13,996,117	25,514,600	9,721,293
Restricted	825,000	825,000	825,000	0
TOTAL	16,618,307	14,821,117	26,339,600	9,721,293
REVENUES:				
Operating Revenues:				
Water Service	7,267,339	11,000,000	5,874,195	-1,393,144
Surcharge Rates Billed	1,622,536	2,400,000	1,396,383	-226,153
Bulk Water Sales	147,025	221,000	189,995	42,970
Miscellaneous (30120;30150;30160)	84,972	100,000	781,032	696,060
TOTAL	9,121,872	13,721,000	8,241,605	-880,267
Non-Operating Revenues:				
Revenue from Bond	43,129,617	40,000,000	11,862,596	-31,267,021
Water Storage Revenue	600,000	1,100,000	1,050,000	450,000
Interest	305,586	450,000	1,155,150	849,564
TOTAL	44,035,203	41,550,000	14,067,746	-29,967,457
Contributions:				
Tap Fees incl. Towns	1,727,350	4,500,000	691,000	-1,036,350
Raw Water Transfers/Capital Advance for Construction (MM; fire hyd.,etc. pd.for by others)	39,900	300,000	4,490,000	4,450,100
TOTAL	1,949,650	5,075,000	5,511,960	3,562,310
TOTAL REVENUES	55,106,725	60,346,000	27,821,311	-27,285,414
OPERATING EXPENSES:				
Salaries	670,921	1,150,000	754,736	83,815
Overtime/Sick/Bonus Pay	0	100,000	0	0
Office/Warehouse Expense	169,845	255,000	186,897	17,052
Office/Field Utilities	34,946	35,000	39,907	4,961
Professional Fees	163,506	300,000	218,051	54,545
Insurance	152,764	385,000	265,284	112,520
Director Fees/Board Expense	4,003	7,000	3,382	-621
Payroll Taxes	56,024	85,000	60,562	4,538
Water Assessments	380,580	425,000	408,186	27,606
Operations and Maintenance	807,345	1,200,000	1,478,672	671,327
Carter Lake Filter Plant	1,198,127	2,100,000	1,332,060	133,933
Water Rental	236	100,000	39,200	38,964
Automotive	61,903	93,000	53,012	-8,891
Dry Creek Reservoir	20,575	300,000	33,646	13,071
Depreciation	1,650,000	2,100,000	1,650,000	0
TOTAL	5,370,775	8,635,000	6,523,595	1,152,820
DEBT RETIREMENT:				
Bond Loan Repayment	968,300	3,507,850	928,925	-39,375
TOTAL	968,300	3,507,850	928,925	-39,375
CAPITAL IMPROVEMENTS:				
Distribution System (new const.)	307,613	500,000	324,395	16,782
Frederick 30" Waterline design	30,505	2,000,000	53,813	23,308
Rate Study/Master Plan	0	24,000	0	0
NISP	1,662,500	3,118,900	2,022,650	360,150
Filter Plant	499,013	1,000,000	472,104	-26,909
GIS/GPS Map Updates	81,533	123,000	76,072	-5,461
Windy Gap Firing	0	75,000	0	0
Chlorine Booster Stations	0	500,000	0	0
SCADA/Telemetry	0	75,000	0	0
Easements/Land/Building	1,000,000	100,000	84,389	-915,611
Water Rights	1,502,585	1,500,000	13,524,330	12,021,745
Office/Field/Tank Equipment	89,275	125,000	314,787	225,512
TOTAL	5,173,024	9,140,900	16,872,540	11,699,516
TOTAL EXPENSES	11,512,099	21,283,750	24,325,060	12,812,961

CENTRAL WELD COUNTY WATER DISTRICT
2023 BUDGET vs. 2023 ACTUAL
BUDGET REPORTS
JANUARY 1 - DECEMBER 31, 2023

BUDGET REPORTS
Item No. 4C (1-2)
September 21, 2023

ITEMS	ACTUAL	BUDGET	ACTUAL TO	OVER OR (UNDER)	% OF
BEGINNING BALANCE	2022	2023	8/31/2023	2023	BUDGET 2023
Reserves	18,964,174	13,996,117	25,514,600	11,518,483	
Restricted	825,000	825,000	825,000	0	
TOTAL	19,789,174	14,821,117	26,339,600	11,518,483	
REVENUES					
Operating Revenues:					
Water Service	10,412,425	11,000,000	5,874,195	-5,125,805	53%
Surcharge Rates Billed	2,609,596	2,400,000	1,396,383	-1,003,617	58%
Bulk Water Sales	253,071	221,000	189,995	-31,005	86%
Miscellaneous	110,154	100,000	781,032	681,032	781%
TOTAL	13,385,246	13,721,000	8,241,605	-5,479,395	60%
Non-Operating Revenues:					
Revenue from Bond	27,028,428	40,000,000	11,862,596	-28,137,404	30%
Water Storage Revenue	675,000	1,100,000	1,050,000	-50,000	0%
Interest	942,273	450,000	1,155,150	705,150	257%
TOTAL	28,645,701	41,550,000	14,067,746	-27,482,254	34%
Contributions					
Tap Fees	3,496,950	4,500,000	691,000	-3,809,000	15%
Raw Water/Capital	2,646,979	300,000	4,490,000	4,190,000	0%
Advance for Construction	222,017	275,000	330,960	55,960	120%
TOTAL	6,365,946	5,075,000	5,511,960	436,960	109%
TOTAL REVENUES	48,396,893	60,346,000	27,821,311	-32,524,689	46%
OPERATING EXPENSES:					
Salaries	1,008,038	1,150,000	754,736	-395,264	66%
Overtime/Sick/Bonus Pay	75,526	100,000	0	-100,000	0%
Office/Warehouse Expense	263,044	255,000	186,897	-68,103	73%
Office/Field Utilities	53,003	35,000	39,907	4,907	114%
Professional Fees	349,659	300,000	218,051	-81,949	73%
Insurance	395,341	385,000	265,284	-119,716	69%
Director Fees/Board Expense	12,111	7,000	3,382	-3,618	48%
Payroll Taxes	89,161	85,000	60,562	-24,438	71%
Water Assessments	390,428	425,000	408,186	-16,814	96%
Operations and Maintenance	1,180,956	1,200,000	1,478,672	278,672	123%
Carter Lake Filter Plant	1,684,418	2,100,000	1,332,060	-767,940	63%
Water Rental	236	100,000	39,200	-60,800	39%
Automotive	97,998	93,000	53,012	-39,988	57%
Dry Creek Reservoir	36,126	300,000	33,646	-266,354	11%
Depreciation	2,200,000	2,100,000	1,650,000	-450,000	79%
TOTAL	7,836,045	8,635,000	6,523,595	-2,111,405	76%
DEBT RETIREMENT:					
Bond Loan Repayment	3,511,600	3,507,850	928,925	-2,578,925	0%
TOTAL	3,511,600	3,507,850	928,925	-2,578,925	0%
CAPITAL IMPROVEMENTS:					
Distribution System (new const.)	484,025	500,000	324,395	-175,605	65%
Frederick 30" Waterline design	104,924	2,000,000	53,813	-1,946,187	0%
Rate Study/Master Plan	0	24,000	0	-24,000	0%
NISP	1,662,500	3,118,900	2,022,650	-1,096,250	0%
Filter Plant	517,991	1,000,000	472,104	-527,896	47%
GIS/GPS Map Updates	117,420	123,000	76,072	-46,928	62%
Windy Gap Firming	0	75,000	0	-75,000	0%
Chlorine Booster Stations	0	500,000	0	-500,000	0%
SCADA/Telemetry	0	75,000	0	-75,000	0%
Easements/Land/Building	1,005,010	100,000	84,389	-15,611	84%
Water Rights	19,178,085	1,500,000	13,524,330	12,024,330	902%
Office/Field/Tank Equipment	159,737	125,000	314,787	189,787	252%
TOTAL	23,229,692	9,140,900	16,872,540	7,731,640	185%
TOTAL EXPENSES	34,577,337	21,283,750	24,325,060	3,041,310	114%

EXPENSES - AUGUST



- Salaries
- Office/Warehouse Expense
- Office/Field Utilities
- Professional Fees
- Insurance
- Director Fees/Board Expense
- Payroll Taxes
- Water Assessments
- Operations and Maintenance
- Carter Lake Filter Plant
- Water Rental
- Automotive
- Dry Creek Reservoir
- Depreciation
- Distribution System (new const.)
- CR 49 Relocation
- Rate Study/Master Plan
- NISP
- Filter Plant
- PRV Building CR 19 & 26
- GIS/GPS Map Updates
- Windy Gap FIRMING
- Country Estates MM
- Easements/Land/Building
- Water Rights
- Office/Field/Tank Equipment

INCOMING CORRESPONDENCE

ITEM NO. 5A

SEPTEMBER 21, 2023

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>DESCRIPTION</i>
1	Bobby Kline, Miller-United	CR 13 & 24	8/7/23	Received request to explore options to serve 130-150 homes but annexing to Firestone
2	Tyler Ryon, Colliers	CR 6/11-13	8/8/23	Received information regarding a 37-acre site near 5023 CR 6 for 10-15 industrial buildings
3	Greg Moxley, Tower Point	35 th Ave	8/15/23	Received lease purchase offer for the American Tower lease at 35 th avenue
4	Amber Kaufman		8/16/23	Received explanations for discharging and impact on WOTUS and into Dry Creek Reservoir
5	Sedgwick		8/22/23	Received letter of denial for AT&T to be held liable for repairs to the 20-inch water line on County Road 19
6	Tad Brooker	CR 22 & 15	8/24/23	Received request for information about installing a fire hydrant and line extension but property may be annexed to Frederick
7				
8				

OUTGOING CORRESPONDENCE

ITEM NO. 5B

SEPTEMBER 21, 2023

Water Service:

Responded that water service can be made available provided all requirements of NCWCD and the Bureau are satisfied to the following:

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>PRICE</i>	<i>DESCRIPTION</i>
1	Edgar Soto	CR 15/12-14	8/8/23	N/A	Can Serve
2					
3					
4					

Additional Water Service:

Responded that water service is currently available and additional service can be provided to property, provided all requirements of NCWCD and the Bureau are satisfied.

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>PURPOSE</i>	<i>DESCRIPTION</i>
1	Jayson Huntman	CR 61/48-50	8/9/23	Rec Exempt	
2	Rainer Linnemeyer	CR 18/11-13	8/21/23	Rec Exempt	
3	Adam & Stephanie Willis	CR 26/17-19	8/24/23	Rec Exempt	
4	Guillermo Alvarez	CR 11/20-22	8/28/23	Rec Exempt	

Non-Opp Letters:

Responded that the District will not approve or disapprove the installation of any water well to serve land within the service area of the District unless there is a direct impact from the drilling of the well.

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>PRICE</i>	<i>DESCRIPTION</i>
1	Colorado Paving Inc	CR 8/17-19	8/3/23	N/A	Non Opp
2	Barclay Farm Property	CR 20/21-23	8/7/23	N/A	Non Opp
3	Philip Sanchez	CR 8/17-19	8/18/23	N/A	Non Opp
4	Colo State Land Board	CR 17 & 22	8/23/23	N/A	Non Opp

Additional Notifications:

	<i>Name and Company</i>	<i>Date</i>	<i>Transmittal</i>
1	Malinda Lane, Hobby Horse Farms, Kelly Orrisa, Richard Salaz, Cory Weiner, Fowler Kia, Ken Neighbors, Tricycle Lane	8/17/23	Transmitted information about rates and billing changes due to the Firestone addendum and that these customer will now be billed directly from the District
2			
3			
4			

FIELD REPORT

ITEM NO. 5C

SEPTEMBER 21, 2023

Background Summary:

The following is a summary of the field activities:

LOCATES:	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
Received	513	576	1179	1000	768	757	731	791				
Cleared	313	383	827	712	551	529	570	645				
Standby	99	56	127	91	106	98	59	22				
Completed	88	89	112	63	96	159	58	63				
WORKORDERS:	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
Past Due Accts	55	64	32	99	78	48	92	69				
Terminations	1	0	2	3	3	4	2	2				
Restorations	1	0	1	3	2	6	2	2				
Service Calls	45	55	62	33	70	60	36	81				

Tap #	NEW METER SET LOCATIONS	Name
3477	CR 21/16-18 (TBD CR 21)	CBT FARMS
3425	CR 39/30-32 (TBD 39)	ROY WARDELL
3478	20266 CR 44 LaSalle 80645	MICHAEL & DIANA WOOD
3464	17043 CR 394	HUNT BROS PROPERTIES
Tap #	LEAK REPAIR LOCATIONS	Repair Summary
1096	CR 44/35.5	REPLACED SERVICE LINE
196	18541 CR 44	REPAIRED VALVE BOX
333	16331 CR 46	MOVED METER PIT 3' EAST
935	5003 CR 24	POTHOLE
142	23268 CR 57	REPLACED SERVICE LINE
	CR 42 / 25.5	REPLACED SERVICE LINE
365	4020 54 TH ST RD	NEW ¾" CTS
477	9533 CR 26	GAS LINE BLEW APART
301	28339 CR 44	REPAIRED SERVICE LINE
582	19600 CR 50	REROUTE SERVICE LINE
	HWY 52 & CR 15	3" WATER LINE REPAIR
	CR 31 / 40 & 42	2" WATER LINE REPAIR
133	CR 48 & 59	REPLACED SERVICE LINE
622	HWY 34 / CR 45.5 & 54.5	NEW ¾" CTS
	1 ST AVENUE (LASALLE - STORAGE LOT)	
	CR 44 & 57	2" WATERLINE LEAK REPAIR
MONTHLY MAINTENANCE		MONTHLY MAINTENANCE
Completed 5 final reads		Checked chlorine & pH levels throughout the District.
Maintenance and daily checks @ vaults, pump stations and tanks.		Chlorine Station maintenance
Fire hydrant maintenance & repair throughout the District.		Continuing to work on Backflow Program.
PRV Surveys throughout the District and Tank surveys.		Beacon transmitter changes
Verifying GIS/GPS Mapping to actual infrastructure.		DBP sampling
Meter, regulator, and check valve replacement		CR 17 & 18 installed casing on 4" & 6" waterline
CR 16 & 17 installed casing on 8" waterline for Thornton xing		

BOARD ACTION SUGGESTED: Information Only

CONSUMPTION REPORT

ITEM NO. 5D (1-2)

SEPTEMBER 21, 2023

Background Summary:

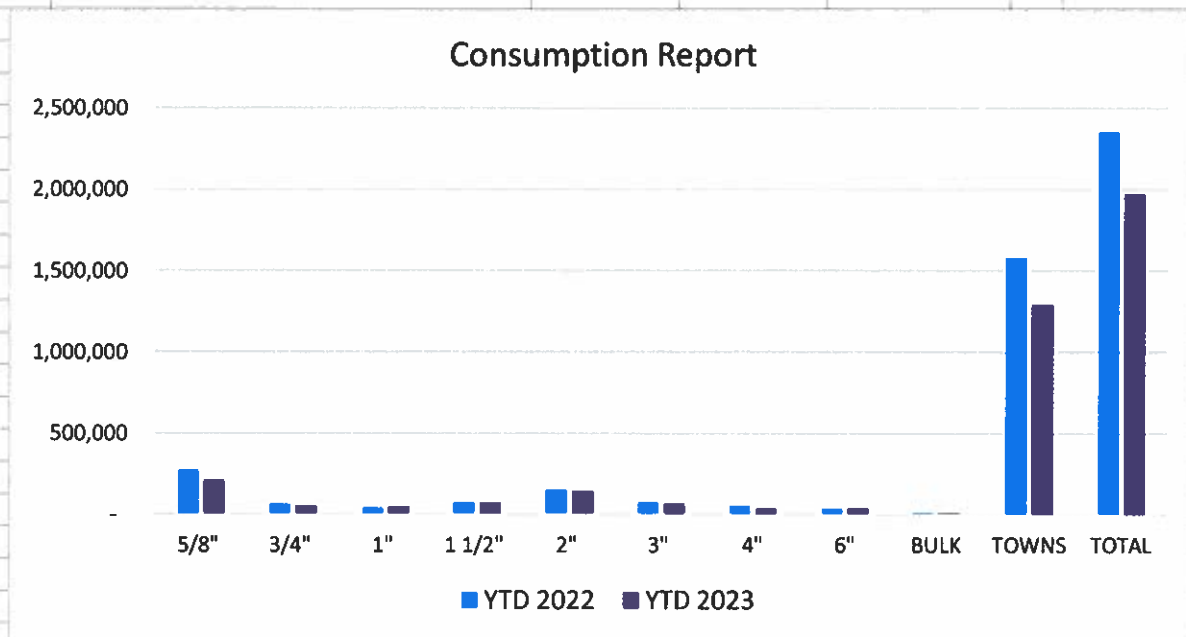
Attached is a copy of the Consumption Report and Consumption Comparison Report for the month of August.

BOARD ACTION SUGGESTED: Information Only

Consumption Report

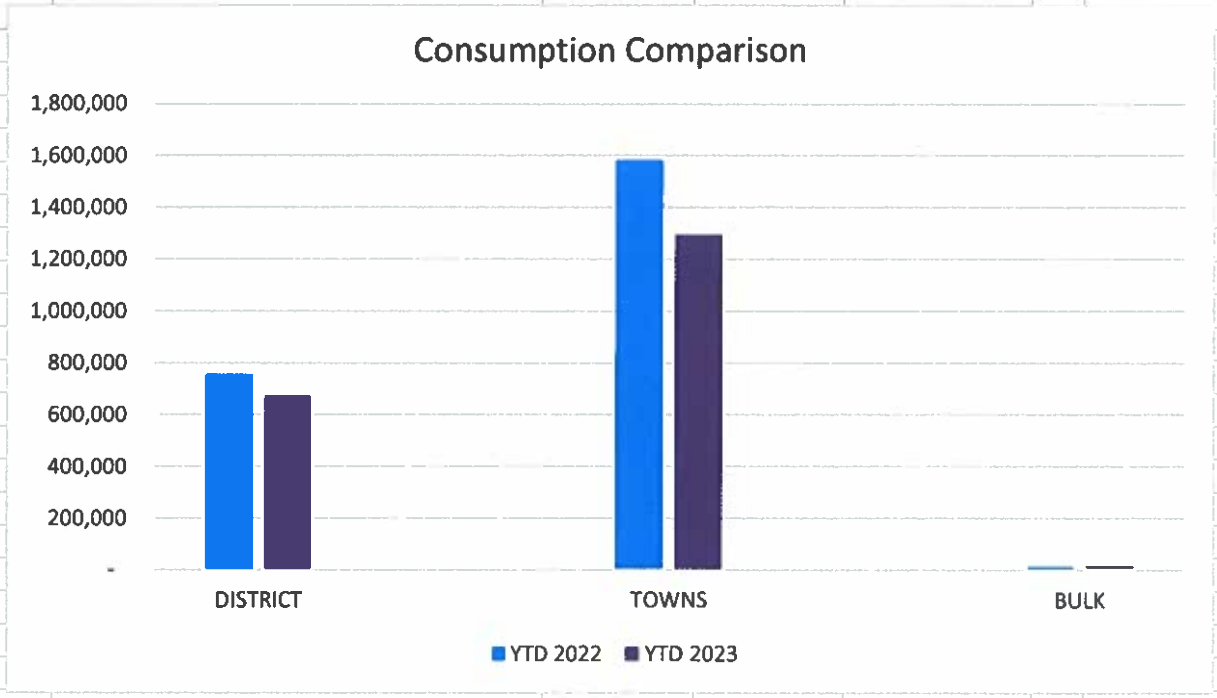
	YTD 2022	YTD 2023	DIFF.	%
172 DACONO	197,124	157,444	-39,680	-20%
147 FIRESTONE	567,700	426,170	-141,530	-25%
939 FREDERICK	433,832	392,622	-41,210	-9%
1377 GILCREST	23,191	19,692	-3,499	-15%
176 KERSEY	38,408	32,562	-5,846	-15%
1361 LASALLE	65,413	53,106	-12,307	-19%
1011 MILLIKEN	129,345	113,345	-16,000	-12%
1411 PLATTEVILLE	96,769	74,815	-21,954	-23%
1675 ARISTOCRAT	24,212	22,440	-1,772	-7%
9800 JOHNSTOWN	4,332	704	-3,628	0%
TOTAL	1,580,326	1,292,900	-287,426	

	YTD 2022	YTD 2023	DIFF.	%
5/8"	270,945	206,158	-64,787	-24%
3/4"	62,441	51,422	-11,019	-18%
1"	39,787	47,763	7,976	20%
1 1/2"	71,053	71,929	876	1%
2"	150,517	144,599	-5,918	-4%
3"	72,673	68,225	-4,448	-6%
4"	51,915	37,244	-14,671	-28%
6"	36,316	41,973	5,657	16%
BULK	8,964	10,503	1,539	17%
TOWNS	1,580,326	1,292,900	-287,426	-18%
TOTAL	2,344,937	1,972,716	-372,221	



Consumption Report

	YTD 2022	YTD 2023	DIFF.
DISTRICT	755,647	669,313	(86,334)
TOWNS	1,580,326	1,292,900	(287,426)
BULK	8,964	10,503	1,539



REVENUE & USAGE REPORT

ITEM NO. 5E (1-2)

SEPTEMBER 21, 2023

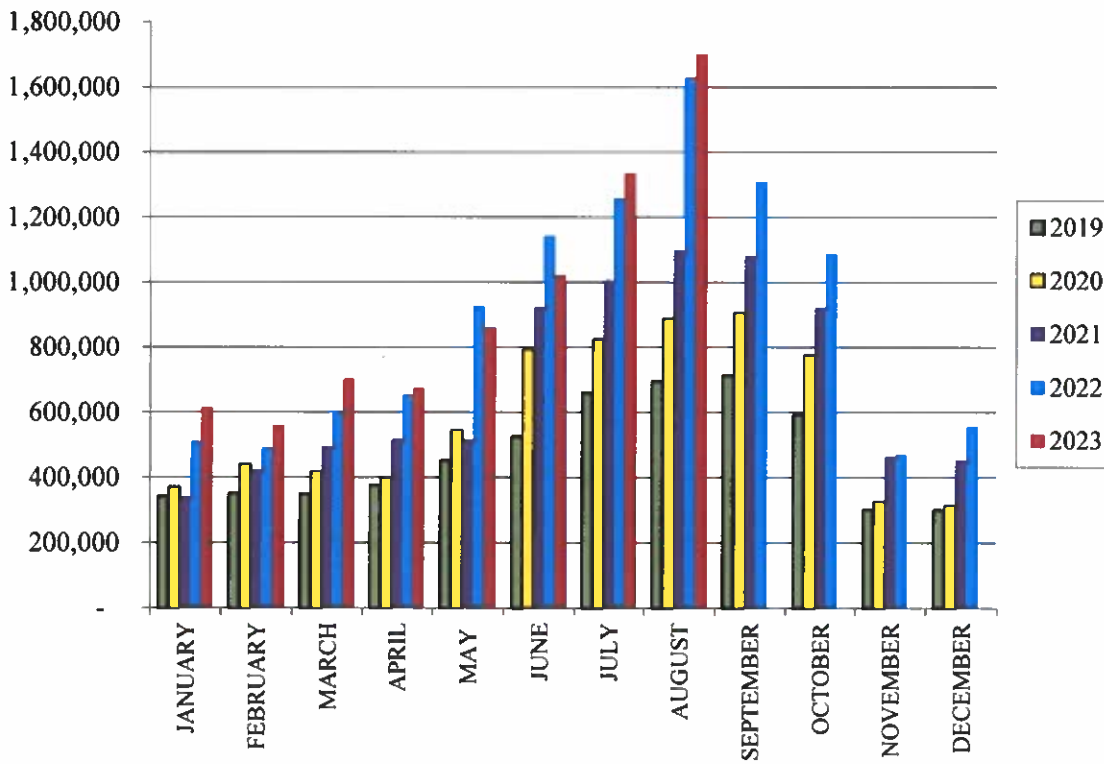
Background Summary:

Attached is a copy of the Monthly Revenue Report and Usage Report for the month of August.

BOARD ACTION SUGGESTED: Information Only

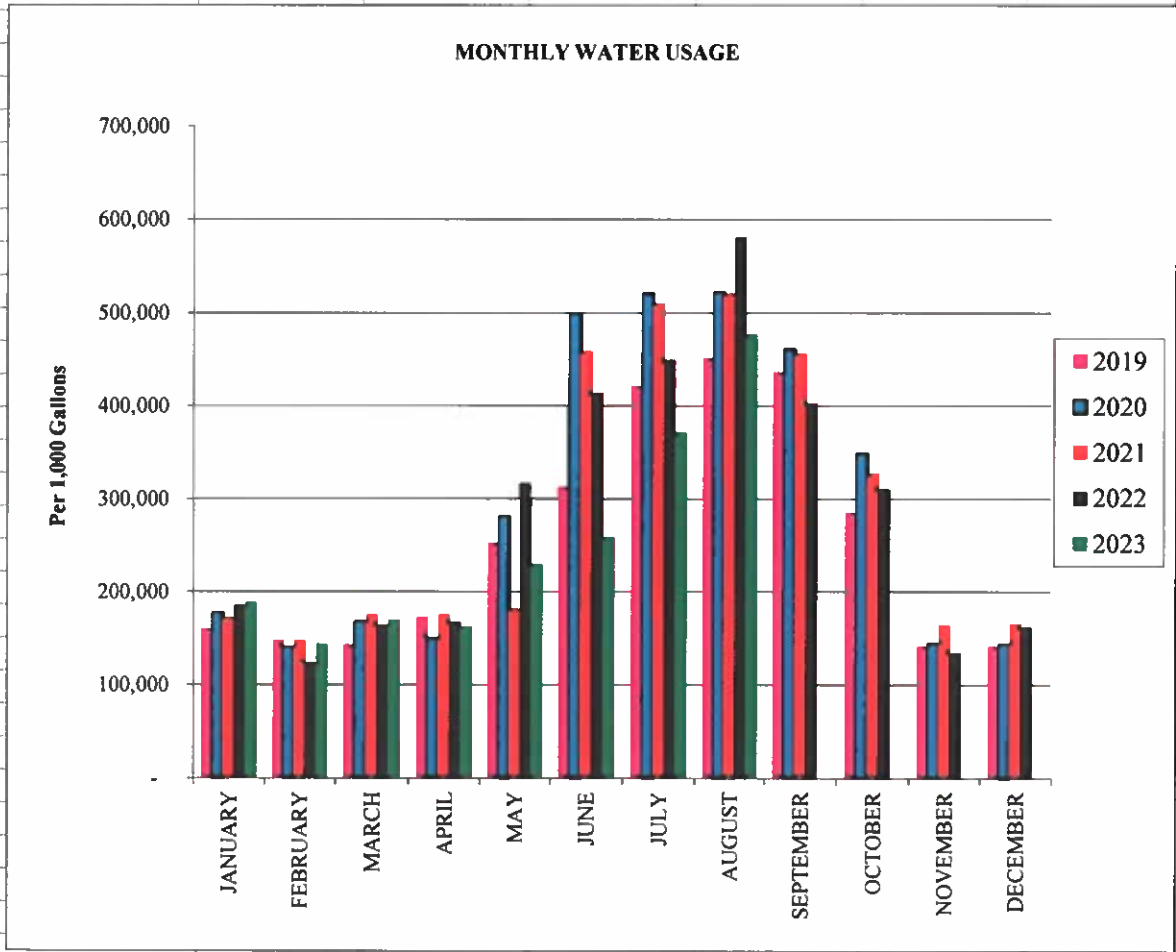
MONTHLY WATER REVENUE						Current YR
	2019	2020	2021	2022	2023	Surcharge Revenue
JANUARY	340,194	369,893	338,025	508,649	612,901	24,552
FEBRUARY	350,792	440,763	421,523	488,766	557,575	60,720
MARCH	348,589	417,841	492,163	601,294	701,196	129,185
APRIL	374,965	397,674	514,711	651,456	673,200	131,810
MAY	449,561	544,741	513,378	925,395	859,606	166,707
JUNE	524,721	792,738	920,110	1,140,257	1,019,544	223,502
JULY	659,280	824,558	1,002,430	1,256,895	1,331,925	259,226
AUGUST	694,813	888,285	1,095,425	1,626,914	1,699,019	400,681
SEPTEMBER	713,120	904,971	1,078,731	1,307,153		
OCTOBER	591,757	775,240	920,732	1,087,515		
NOVEMBER	300,487	326,092	462,638	468,179		
DECEMBER	299,061	313,952	451,937	554,623		
YTD TOTAL	5,647,340	6,996,748	8,211,803	10,617,096	7,454,966	1,396,383
YTD AVERAGE	470,612	583,062	684,317	884,758	931,871	

REVENUE



5E(1)

MONTHLY WATER USAGE						5 YEAR
	2019	2020	2021	2022	2023	AVERAGE
JANUARY	159,766	177,413	171,669	185,259	188,143	176,450
FEBRUARY	147,362	140,273	147,275	123,109	143,473	140,298
MARCH	142,658	167,439	174,891	164,097	169,170	163,651
APRIL	172,736	149,984	175,079	167,080	162,122	165,400
MAY	252,075	281,045	181,329	316,182	229,160	251,958
JUNE	312,030	498,727	458,385	413,419	258,045	388,121
JULY	421,019	520,402	509,655	449,321	370,389	454,157
AUGUST	451,036	522,034	520,590	580,577	476,270	510,101
SEPTEMBER	435,756	460,979	455,713	402,717		438,791
OCTOBER	284,954	349,211	327,275	310,226		317,917
NOVEMBER	141,496	144,354	164,473	133,955		146,070
DECEMBER	141,239	143,306	165,297	161,581		152,856
YTD TOTAL	3,062,127	3,555,167	3,451,631	3,407,523	1,996,772	275,481
YTD AVERAGE	255,177	296,264	287,636	283,960	249,597	



5E(2)

NISP REPORT

ITEM NO. 5F

SEPTEMBER 21, 2023

Background Summary:

The cost estimate for the NISP project had been updated to a total amount of n-early \$2 billion. To date, the District has spent \$11,620,976.00. The participants of NISP have agreed to spend more than \$16 million to develop the recreation site and have purchased the former KOA campground to create camping opportunities. The State 401 Certification has been received from CDPHE and has been upheld by the Colorado Water Quality Control Commission. Thirty percent designs of Glade Reservoir and HWY 287 are complete.

The amount to be paid for the District is currently \$187,589,850 with a large payment of over \$10 million due in 2029.

BOARD ACTION SUGGESTED:

Information Only.

PRELIMINARY – SUBJECT TO CHANGE

**NORTHERN INTEGRATED SUPPLY PROJECT
PARTICIPANTS COMMITTEE
MINUTES OF MEETING
HELD AT NORTHERN WATER HEADQUARTERS
July 31, 2023**

1. PRELIMINARY ITEMS

A. Call to Order

Chair Chris Smith called the meeting to order at 9 a.m. Northern Integrated Supply Project (NISP) Participants Committee (Committee) members attending the meeting were:

- Central Weld County Water District: Josh Cook and Stan Linker
- Dacono: Andrea Kehrl
- Eaton: Greg Brinck
- Erie: Todd Fessenden and Andrea Kehrl
- Evans: Rick Pickard and Justine Schoenbacher
- Fort Collins Loveland Water District: Chris Pletcher and Jason Polly
- Fort Lupton: Chris Cross and Matt Poznanovic
- Fort Morgan: Brent Nation
- Frederick: Sarah Watson
- Lafayette: Cari Bischoff
- Left Hand Water District: Vicki Santos and Chris Smith
- Morgan County Quality Water District: Josh Cook
- Windsor: Leif Lesoing

Also attending the meeting were: General Manager Brad Wind, Project Management Department Manager Carl Brouwer, Northern Water Board Director Dave Nettles, and legal counsel Deb Freeman, Bennett Raley and Lisa Thompson. See the last page of these minutes for additional staff and guests in attendance.

B. Introduction of Visitors

Chair Smith welcomed Committee members, staff, and legal counsel to the meeting. He asked if there were any visitor introductions. There were none.

2. ROUTINE ITEMS

A. Acceptance of June 5, 2023, Committee Meeting Minutes

Chair Smith requested a review of the June 5, 2023, Committee meeting minutes. Mr. Cook moved acceptance of the June 5, 2023, Committee meeting minutes as submitted. Mr. Linker seconded

the motion and it passed unanimously. Chair Smith stated that the minutes would stand accepted as submitted.

B. NISP Update

Mr. Brouwer discussed the status and performance of construction manager/general contractor (CM/GC) Kiewit to-date for the NISP preconstruction period. Projected project cost by Kiewit has escalated substantially compared to a year ago. Because of a lack of certainty regarding this cost, Northern Water staff recommends concluding the contract with Kiewit and switching to a best value model which would include bidding.

Following a general discussion and questions, it was the consensus of the Committee to recommend that Northern Water terminate the contract with Kiewit following finalization of the 60 percent design and conclusion of the NISP preconstruction period.

Ms. Christie Coleman, Senior Project Manager, next discussed: (1) the current status of the Eastman Park Wetland Mitigation Project and an *Intergovernmental Agreement (IGA) by and between the NISP WAE and the Town of Windsor*, outlining the coordination of and funding for the project; (2) potential grant funding for the project; and (3) other potential environmental mitigation projects to improve the Poudre River aquatic habitat below the Poudre Valley Canal, including diversion bypass structures and water quality commitments. Ms. Coleman noted that these additional environmental mitigation proposals will come before the Committee and Northern Water Board of Directors in the ensuing months.

C. Financing and Allotment Contract Discussion

Chair Smith next requested an update on NISP financing and allotment contracts. Mr. Jonathan Hernandez, Senior Project Manager, discussed the status of the following matters: (1) the Northern Water Board's recent decision to engage Piper Sandler as the NISP municipal advisor; (2) an indicative rating for NISP participants as part of potential U.S. Environmental Protection Agency Water Infrastructure Finance and Innovation Act Program financing for NISP; (3) a potential subordinate loan from the Colorado Water Conservation Board for NISP; and (4) NISP allotment contracts.

D. NISP Conveyance Update

Chair Smith next asked for a discussion of NISP conveyance. Ms. Stephanie Cecil, Senior Project Manager, discussed the following matters: (1) a conveyance design status of 20-30 percent for most conveyance segments; (2) a conveyance and pipeline corridor design status of 60 percent for the Larimer County-Weld County alignment; and (3) ongoing coordination of proposed pipeline routes with other governmental entities. Finally, Mr. Jim Struble, Real Estate Manager-Security and Emergency Manager, discussed ongoing acquisition of additional right-of-way easements and property.

E. U.S. Highway 287 Relocation Update

Chair Smith next requested an update on the pending relocation of a portion of U.S. Highway 287 away from the Glade Reservoir site. Ms. Cecil briefly discussed the highway's pending relocation, including: (1) the status of SEMA Construction, Inc., as the project contractor; (2) ongoing efforts to complete the 60 percent design for the project by September; and (3) finalization of an agreement with Holcim Cement granting Northern Water access to the Holcim property for work related to the pending highway relocation.

F. South Platte Water Conservation Project Update

Chair Smith next asked for a discussion of the South Platte Water Conservation Project (SPWCP). Mr. Greg Dewey, Senior Project Manager, discussed: (1) a 60 percent design for the Poudre Valley Canal diversion on the Poudre River, which staff provided to the Larimer and Weld Irrigation Company for its review; (2) ongoing investigation of South Platte River salinity levels in cooperation with the New Cache la Poudre Irrigating Company and the South Platte Basin Salinity Stakeholder's Group; and (3) staff's recent outreach efforts. In response to a question, Ms. Thompson provided additional details regarding the ongoing salinity studies.

3. INFORMATIONAL ITEMS**A. Public Affairs Report**

Chair Smith next asked for a public affairs update. Mr. Eric Brown, Communications Specialist II, briefly discussed: (1) several recent and pending community festivals and events; and (2) recent and pending video production by the Communications Department.

B. Northern Water Informational Items

Chair Smith next requested a discussion of Northern Water matters. Mr. Wind previewed agenda items and discussion topics for the August 3, Board Planning Session and Annual Rate and Budget Hearing.

C. Other Matters

Chair Smith asked if there were any other matters to discuss. Mr. Raley reported briefly on: (1) legal counsel's work with staff on NISP financial matters; and (2) Colorado River Basin matters related to the ongoing drought.

Chair Smith requested that staff more widely disseminate information on the ongoing and future NISP mitigation and enhancement efforts as part of Northern Water's outreach efforts. He also thanked Northern Water staff for providing the Left Hand Water District staff with a tour and presentation of Northern Water's Conservation Gardens and Water Efficiency Program efforts.

Finally, Mr. Chris Kurtz, Senior Water Resources Engineer, referred the Committee to a PowerPoint presentation and discussed NISP operations and water availability to-date in 2023, including: (1) water availability assumptions; (2) spring 2023 precipitation; (3) a July 4, 2023,

U.S. Drought Monitor map of Colorado showing no drought conditions anywhere in the state; (4) approximately 71,200 acre-feet of water potentially available for diversion under the Grey Mountain water right to-date in 2023; (5) approximately 23,600 acre-feet of water potentially available for diversion under the SPWCP water right to-date in 2023; and (6) results of a contest for the date and rate of peak flow for the Poudre River in 2023.

D. Participant Committee Roundtable

Chair Smith asked if participants had any roundtable matters to discuss. There were none.

4. ADJOURN MEETING

The next Committee meeting is scheduled for Monday, September 11, 2023, at 9 a.m. There being no further business to come before the Committee, Chair Smith adjourned the meeting.

ADDITIONAL STAFF AND GUESTS IN ATTENDANCE ON JULY 31, 2023

STAFF

Eric Brown	Communications Specialist II
Stephanie Cecil	Senior Project Manager
Christie Coleman	Senior Project Manager
Greg Dewey	Senior Project Manager
Jonathan Hernandez	Senior Project Manager
Chris Kurtz	Senior Water Resources Engineer
Liz Larmon	Administrative Support Specialist
Kevin Lock	Senior Project Manager
Traci Miller	Board Coordinator and Administrative Assistant
Greg Silkensen	Communications Department Assistant Manager
Jim Struble	Real Estate Manager-Security and Emergency Manager

GUESTS

None



PROJECT UPDATE REPORT

DATE: September 2023

PROJECT: *Northern Integrated Supply Project*

CONTACT: *Carl Brouwer*

PROJECT STATUS SUMMARY:

- Federal, State, and Larimer County Permitting for NISP are complete.
- Sixty percent designs of Glade Reservoir and HW 287 are complete.

BUDGET ACTIVITY

Category	NW	TR	Mitigation	WQ	Glade CMGC	B&V	HW 287	Dewberry	Pinyon/Paleo	ROW	Other/Cont.	Total
Budget	\$ 1,800,000	\$ 700,000	\$ 4,300,000	\$ 200,000	\$ 1,324,892	\$ 10,000,000	\$ 2,300,000	\$ 2,700,000	\$ 600,000	\$ 3,200,000	\$ 3,774,108	\$ 30,899,000
January	\$ 127,281	\$ 54,315	\$ -	\$ 3,340	\$ 76,664	\$ 677,826	\$ 188,460	\$ 107,723	\$ 28,899	\$ 9,106	\$ 57,229	\$ 1,330,843
February	\$ 160,862	\$ 74,274	\$ 127,490	\$ 532	\$ 96,554	\$ 1,000,407	\$ 384,650	\$ 39,618	\$ 41,748	\$ 11,156	\$ 38,988	\$ 1,956,277
March	\$ 227,085	\$ 51,968	\$ -	\$ 3,958	\$ 119,583	\$ 1,004,465	\$ 304,505	\$ 77,961	\$ 30,273	\$ 15,000	\$ 3,444	\$ 1,838,242
April	\$ 190,227	\$ 70,728	\$ -	\$ -	\$ 259,980	\$ 990,040	\$ 317,432	\$ 99,152	\$ 12,439	\$ -	\$ 9,238	\$ 1,949,238
May	\$ 176,353	\$ 107,698	\$ -	\$ -	\$ 318,926	\$ 1,028,065	\$ 173,782	\$ 65,623	\$ 45,096	\$ 105,647	\$ 2,590	\$ 2,023,779
June	\$ 166,996	\$ 47,244	\$ -	\$ -	\$ 234,681	\$ 994,262	\$ 134,195	\$ 273,314	\$ 62,080	\$ 105,449	\$ 69,192	\$ 2,087,413
July	\$ 145,869	\$ 47,815	\$ -	\$ -	\$ 210,950	\$ 1,012,939	\$ 315,722	\$ 125,707	\$ -	\$ -	\$ 96,037	\$ 1,955,138
August	\$ -	\$ -	\$ -	\$ -	\$ 7,554	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,554
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure to Date	\$ 1,194,674	\$ 454,141	\$ 127,490	\$ 7,830	\$ 1,324,892	\$ 6,708,003	\$ 1,768,747	\$ 789,097	\$ 220,535	\$ 246,359	\$ 276,717	\$ 13,148,482
Budget Remaining	\$ 605,326	\$ 245,859	\$ 4,172,510	\$ 192,170	\$ -	\$ 3,291,997	\$ 501,253	\$ 1,910,903	\$ 379,465	\$ 2,953,642	\$ 3,497,391	\$ 17,750,518
% Spent	66%	65%	3%	4%	100%	67%	78%	29%	37%	8%	7%	43%

Budget Note: Budget includes \$23,116,000 Participant 2023 contribution plus approximate \$7,783,000 carryover from 2022.

PREVIOUS MONTH ACTIVITY:

PERMITTING:

- *Working through permitting commitments in light of project implementation.*

DESIGN

- *Black&Veatch/AECOM 60 percent design is complete for Glade Reservoir and associated facilities including dam, forebay, Munroe Canal, and Poudre Valley Canal.*
- *Advancing the Glade Pump Station design.*
- *SEMA Construction (CM/GC contractor for HW 287) becoming familiar with project and preparing 60 percent gateway cost estimate.*
- *Conveyance – Continue preparing legal descriptions for parcels along the County Line. Determining overall plan of conveyance design and construction.*

Mitigation and Environmental Planning

- *Cultural resource surveys for portions of the project are underway.*
- *Received bids for Eastman Park wetland creation with the Town of Windsor.*
- *RFP out for in-channel design services for river mitigation.*
- *Updating limits of disturbance for project features where additional construction footprint is required.*
- *Planning Poudre adaptive management program.*

Finance/Allotment Contracts

- *Continue to work on WIFIA financing advancement.*
- *Applied for \$1M of CWCB grant money for the Eastman Park wetlands.*
- *Working with Participants on charting path forward.*

Galeton Unit

- *Working on determination of blending under the ditches at the introduction points.*
- *Continue conversations with farmers under the two ditches.*
- *Finalizing layout of South Platte Diversion, Forebay, and pump station in order to purchase required property.*

Land and ROW

- *Closed on Weaver Ranch.*
- *ROW purchase offers going out along County Line Road.*
- *Obtained 90 day right of entry from Holcim to conduct necessary studies starting 8/1/2023.*

Legal

- *Assisting in allotment contract development.*
- *Assisting with project risk evaluation.*
- *Assist in project implementation advancement.*

Other

- *Meetings with various interest groups, newspapers, and other media.*
- *Had Glade and Galeton been available for the 2023 runoff season, nearly 70,000 acre-ft would have been put into Glade and 21,000 acre-ft into Galeton.*

NEAR TERM FUTURE ACTION:

- *Continue design of Glade and HW 287.*

Contract Summary

Name & Type of Project	Amendment to Reimbursement Agreement with Platte River Power Authority (PRPA) for reengineering and relocation of PRPA's transmission line to accommodate Highway 287 for NISP
<u>Project Description Summary</u>	
PRPA will complete detailed engineering for the transmission line modification work including design of the new permanent electric transmission line and a shoo-fly temporary wood pole transmission line.	
Entity or Enterprise	Northern Integrated Supply Project Water Activity Enterprise
NW Project Lead Name	Stephanie Cecil
Budget Amount & Approval	\$103,500 additional
Project Contingency Amount	\$0
New Contract/Agreement or Amendment	<input type="checkbox"/> New <input checked="" type="checkbox"/> Amendment
Bonds Required (Yes/No)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sole Source (Yes/No)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Board Presentation Date	Exempt from Procurement Policy – Utility Agreement 9/7/2023
Granicus Entry Date	8/22/2023
Description of Relevant Risk Factors to be Considered	Risk is not getting overhead electric line moved in time for NISP 287 Construction
Advise Legal - Michael Kopp	<input checked="" type="checkbox"/> Approved 8/30/2023
Advise Risk Management – James Graham	<input checked="" type="checkbox"/> N/A
Acknowledgments	
<i>Project Lead</i>	Name Stephanie Cecil Date 8/14/2023
<i>Division Director</i>	Name Jeff Drager Date 8/29/2023
<i>Budget Analyst</i>	Name Myles Baker Date 8/30/2023
<i>Procurement Officer</i>	Name Diana Cantu Date 8/30/2023
<i>Contracts Department</i>	Name Kelly Austin Date 8/14/2023
Consultant/Contractor Name	Platte River Power Authority (PRPA)
Key Contact	Matthew Scheppers
Address	2000 E. Horsetooth Road, Fort Collins, CO 80525
Phone number	720-217-6049
Email Address	scheppersm@prpa.org
Start Date	9/18/2023
Estimated Work Completion Date	6/30/2024
Contract Completion Date	6/30/2024
Contract Amount	\$ 35,000 (original Agreement) <u>\$103,500</u> (this Amendment) \$138,500 (new Not-to-Exceed Amount)

WINDY GAP REPORT

ITEM NO. 5G

SEPTEMBER 21, 2023

Background Summary:

Chimney Hollow Reservoir construction has begun and is anticipated to take four years and water will begin to be stored in the reservoir in 2025.

BOARD ACTION SUGGESTED:

Information Only.



E-Waternews | August 2023



A video shows progress made in construction of Chimney Hollow Reservoir.

Chimney Hollow Construction Reaches Midway Point

After 24 months of intensive work in a nearby Front Range valley, construction crews building Chimney Hollow Reservoir have neared the halfway point in building the western United States' newest large reservoir.

Since the groundbreaking ceremony at the site in southern Larimer County, crews from Barnard Construction Co. Inc. have excavated to the bedrock below grade to get to the point where the dam will connect with the ground below and begun the build of the 350-foot-tall dam. In addition, crews have built a quarry that rivals the largest mining operations in the state, built a connection to the pipe that carries a major portion of the region's water supply and constructed a bridge that spans the pipe. And that's just for starters.

Construction crews have been challenged by one of the wettest summers in decades and have been able to see major milestones met in spite of the rain.

A new video highlights the reservoir's construction progress and milestones achieved.



Northern Water's headquarters are in Berthoud, Colorado.

Northern Water Sets Assessment Rates, Budget for 2024

The Northern Water Board of Directors has set the assessment rates for Colorado-Big Thompson Project allottees and approved its budget for 2024.

On Aug. 3, the Board unanimously approved the financial planning documents that will guide Northern Water throughout the 2024 fiscal year that begins on Oct. 1, 2023.

Highlighting the budget for Northern Water and the Municipal Subdistrict are the expansion of Northern Water's headquarters in Berthoud and the construction of Chimney Hollow Reservoir west of Loveland, respectively.

For holders of C-BT allotment contracts, the open rate for municipal and industrial use will go to \$53.60 per acre-foot unit, which is a 6 percent increase over 2023. The open rate for irrigation use will be \$33 per acre-foot unit, a 7.8 percent increase over 2023.

Assessments on allotment contracts is the second-largest funding source for Northern Water. A one-mill ad valorem tax levied on properties within Northern Water boundaries is the largest revenue source.

The Northern Water Board of Directors approved a budget of \$110.6 million, which includes the capital costs associated with expanding the organization's campus in Berthoud. In addition, the Board approved budgets for each water activity enterprise funds that direct specific activities for the Southern Water Supply Project, the Northern Integrated Supply Project, the Pleasant Valley Pipeline and Northern Water's Hydropower enterprise.

The Northern Water Municipal Subdistrict's Board approved a budget of \$285.6 million, which includes 2024 funding for the ongoing construction of Chimney Hollow Reservoir and the associated Colorado River Connectivity Channel in Grand County.

Learn more about the Northern Water budget on our [website](#).



The Colorado River Connectivity Channel is on schedule to be substantially complete in 2024.

Work Progresses at Colorado River Connectivity Channel at Windy Gap Reservoir

When the Grand County snowpack began to melt in May, it quickly brought the flows of the Fraser River and Colorado River to a crescendo. In the process, the high flows caused damage to areas under construction as part of the Colorado River Connectivity Channel at Windy Gap Reservoir.

As the flows topped a berm separating the existing reservoir from an area that will be converted into a recreated channel, a question surfaced: How much damage occurred, and how much time and effort would it require to repair and to resume construction? Spring runoff not only filled Windy Gap Reservoir but also put a substantial amount of water in the area where channel construction will occur.

In August, project managers received a conclusive answer: Damage at the site was cosmetic, and repairs would be measured in hours, maybe days.

In a presentation to the Northern Water Board of Directors, Senior Project Manager Kevin Lock stated that crews were able to use a gap in the berm between the reservoir and the Connectivity Channel site to help drain the construction site, and that repairs to the berm occurred over the span of a couple of days.

What this means is that construction crews should be able to meet their targets for 2023 and reach substantial completion of the channel in late summer of 2024. Throughout the next several years, vegetation will be placed at the site for final completion of the project.

The Colorado River Connectivity Channel will meet a longtime goal of connecting two stretches of the Colorado River that were bisected by the construction of Windy Gap Reservoir and Dam in the mid-1980s. The dam will continue to provide a diversion point on the Colorado River for the Windy Gap Project during the high flows of spring and early summer. Otherwise, water will flow through the new channel, and that connection will make it possible for fish and other wildlife to move freely upstream and downstream around the reservoir and dam.



Save the Date: Fall Water Symposium Set for Nov. 15

Every season brings new challenges and opportunities to water users in Northeastern Colorado, and this year is no exception.

Northern Water has set the date for its annual Fall Water Symposium, a gathering for those interested in water policy and the issues facing them.

The Symposium will begin at 9 a.m. on Wednesday, Nov. 15, at the Embassy Suites in Loveland. Registration will open in late September.



Grand Lake and Mount Adams sit at the headwaters of the Colorado River.

From The Archives: Grand Lake Committee Formed 90 Years Ago This Month

Before there was a Northern Colorado Water Conservancy District, and before there was a Northern Colorado Water Users Association, there was a group formed to explore the concept of a new water project for the region.

Ninety years ago this month, community leaders in Northern Colorado formed the "Grand Lake Committee" to pursue a water project that would forever change the face of the region.

During August 1933, the federal government authorized a large-scale reservoir project in Wyoming to build Seminole Reservoir and Alcova Reservoir. Seeing this, Northern Colorado officials worked quickly to unify support behind a project that would, in the words of C.G. Carlson of Eaton, "make 100 percent productive farms that, for the past five years, (had) produced only partial crops."

By Aug. 22, 1933, support had been voiced by groups such as the Cache la Poudre Water Users Association and the Greeley Chamber of Commerce to create the new Grand Lake Committee to lobby for what became the Colorado-Big Thompson Project.

With backing from organizations throughout Northeast Colorado, Great Western Sugar (now known as Westar Sugar Cooperative) and the Union Pacific Railroad, an engineering study was authorized to explore the feasibility of the project. When the "Tipton Report" returned in December 1933 with a positive assessment for the project, the C-BT Project became closer to reality.

MANAGER'S REPORT

ITEM NO. 5H

SEPTEMBER 21, 2023

Background Summary:

- B. White's truck repaired – new transmission
S. Maadox's 6500 truck waiting for parts to be repaired
- New field tech, Zach Brown, started Sept. 5th. At this time he is doing very well
- Had manager's meeting and went over CLFP capital costs. Discussed Dry Creek treatment and introduction of Lone Tree water from Little Thompson
- Metron meters 20 have been installed for a trial period; 30 heads need to go on badger meters

BOARD ACTION SUGGESTED: Information Only.

CARTER LAKE FILTER PLANT MINUTES

ITEM NO. 6A (1-4)

SEPTEMBER 21, 2023

Background Summary:

Please review the Carter Lake Filter Plant Minutes from August.

BOARD ACTION SUGGESTED: Information Only.

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF CARTER LAKE FILTER PLANT**

The regular monthly meeting of the Board of Directors was held at the Carter Lake Filter Plant Office on Wednesday, August 9, 2023. Attendance was as follows:

Board of Directors

Al Lind, President Present
Ryan Heiland, Vice President Present
Steve Brandenburg, Secretary/Treasurer Present
Scott Meining Present
Katie Strohauer Present
Larry Brandt Present

Staff/Guests in Attendance

Rick Whittet CLFP General Manager
Darrell Larson CLFP Plant Superintendent
Bryan Beberniss CLFP Chief Operator
Lisa Everson CLFP Office Manager
Stan Linker CWCWD District Manager
Brad Eaton LTWD District Engineer
Josh Cook NoCo Engineering
Jason Wesseling WESCO

CALL TO ORDER:

President Lind called the meeting to order at 4:35 p.m.

REVIEW OF AGENDA ITEMS:

There were no additions or changes to the agenda.

ELECTION OF OFFICERS:

The Election of Officers was opened.

It was moved by Director Strohauer and seconded by Director Meining to leave the Officer Positions as is. The motion carried unanimously.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

There were no public comments.

REVIEW OF THE MEETING MINUTES OF PRIOR BOARD MEETING:

The minutes from the previous Board Meeting were reviewed.

It was moved by Director Meining and seconded by Director Brandt to approve the meeting minutes of the July 12, 2023, Board Meeting. The motion carried.

FINANCIAL REVIEW:

The Profit & Loss report from June was corrected from the previous Board Meeting and presented to the Board for approval.

It was moved by Director Brandenburg and seconded by Director Strohauer to approve the corrected June Profit & Loss report. The motion carried.

The financial reports from July were reviewed.

- Mr. Whittet presented a new report which provides details on the monthly credit card statements.

There was discussion among the board members. Director Strohauer stated she liked the report, and she shared a prior experience when an employee misused a credit card. She wants to see the report in the future. Director Heiland stated he liked the report.

- The Board discussed the billing spreadsheet method for balancing cash flow throughout the year. Mr. Whittet explained it is not a simple process and he would evaluate a different, more simple method for the next calendar year for further discussion with the Board.

It was moved by Director Heiland and seconded by Director Meining to approve the July 2023 financials as presented. The motion carried.

PROJECT UPDATE:

- Josh Cook of NEC introduced Jason Wesseling of WESCO construction company. Mr. Cook and Mr. Wesseling provided details regarding the South Plant Piping Tie-In project which they had been gathering information on. This project is planned to be completed during the upcoming off-season in preparation of the South Plant Pre-Treatment/Expansion Project.
 - There was discussion regarding the proposal that Mr. Wesseling had submitted. Mr. Whittet stated he had requested more information regarding the costs associated with the project and the proposed scope of work. Mr. Whittet stated he had not submitted the proposal for Board approval as he had outstanding questions regarding the proposed project. Mr. Wessling noted that he could not hold pricing beyond 30 days because of variability in the piping market.
 - Mr. Cook requested that the Plant Manager be able to approve the Piping Tie-in Project once the Plant Manager was satisfied with the information provided. Director Brandenburg stated he was not inclined to give the Plant Manager the authority to approve the project and wants to follow the process already established.
- Mr. Cook reported he received three proposals for a new pump for the Dry Creek Pumphouse to deliver water to the treatment plants at lower capacity. NEC will present the total estimated costs at a future meeting to include the other costs associated with the installation for approval.
- Mr. Cook requested approval to issue a Notice of Award for AWC for the DAF Equipment Procurement. He stated there are corrections to be made to the contract, but this notice will allow them to obtain bonding for the project. Mr. Cook plans to have the final revisions of the contract made in September.
- Director Brandenburg had questions regarding the Design schedule which was included in the Board Packet. Mr. Cook explained the Notice of Award was a critical item to keep the project moving forward as scheduled.

It was moved by Director Heiland and seconded by Director Brandenburg to authorize Mr. Whittet to sign the Notice of Award to AWC for DAF Equipment Procurement. The motion carried.

- Mr. Whittet reviewed the Project Update which he prepared. Mr. Whittet stated in the future the report would be prepared by Mr. Larson. There were a few questions raised by the NEC Design team at a prior meeting which were presented to the Board for discussion and are outlined below:

- Does the Plant want to eliminate the existing chemical feeders and tanks as part of the construction contract or contract this out later? **Answer: The existing feeders and tanks will be kept in working order until project completion.**
- Does the Plant want to keep the existing fluoride storage and feeder or design a new space for this chemical in the new building? **Answer: The existing feed system and hopper will be kept as-is and used in the future. No additional space is needed for the chemical.**
- Does the Plant have a preferred contractor for the SCADA system integration or want to go to a public bid? **Answer: The Plant plans to work with known contractors who understand the current control system and programming.**

OPERATIONS AND MAINTENANCE REPORT:

Mr. Beberniss reviewed the O & M report for the month of July.

- Mr. Beberniss provided an update on the North Plant Valve Replacement Project, some valves have not yet been received.
- Mr. Beberniss summarized an engineering report that had been prepared by Kinser Membrane Solutions regarding the North Plant membrane cleaning processes. Mr. Beberniss noted the following recommendation and observation from the report:
 - An autopsy should be performed on modules located in the secondary cells which were not recovering well after regular cleans.
 - The S10N modules were required to be cleaned more frequently due to the low surface area of the module. A more aggressive cleaning approach may be helpful in the short-term but may limit the life expectancy of the modules.

WATER QUALITY REPORT:

Mr. Whittet reviewed the Water Quality report for July. Mr. Whittet provided an explanation of the Lead and Copper Rule and presented the 2023 Lead & Copper testing results. The 90th percentile results were below the action levels. One site which tested above the action level was re-tested and the results were low upon retest.

PRELIMINARY BUDGET DISCUSSION:

Mr. Whittet presented a budget schedule for discussion. Discussion ensued and the consensus was that the proposed schedule would allow enough time to incorporate the water rates and joint Capital Improvement Projects into the District budgets.

Mr. Whittet reviewed the following topics with the Board: Cash Flow, Property & Liability Insurance, Chemical Pricing, Employee Salaries, and Staffing Levels. The Board gave feedback which Mr. Whittet will incorporate into the Budget Proposal.

MANAGER'S REPORT:

Mr. Whittet reviewed the Manager's Report for July. A conditional offer of employment for the Operator Assistant position has been made which is pending pre-employment testing.

Mr. Whittet informed the Board the price for chlorine will increase in September and again in January, and quarterly thereafter.

The telephone service lines were repaired as of July 25, 2023. The cause for the issues was water in the conduits.

The SDA Board Member Manual update for 2023 was emailed to the Board.

DISTRICT MANAGER'S QUESTIONS AND COMMENTS:

Mr. Eaton shared that Little Thompson Water District will meet with the River Commissioner next week to evaluate long term releases of water from Dry Creek Reservoir. Mr. Eaton stated the monitoring buoy system located in Dry Creek reservoir would be re-anchored in the coming weeks. and for this to occur, the pumping operations would need to be paused while Berthoud Fire's Dive Rescue Team is placing the new anchors. He also shared that video taken of the bottom of the reservoir showed a population of crawdads.

DIRECTOR REPORTS:

Director Brandt commented on the importance of weed control as it pertains to fire mitigation and asked whether the Plant had evaluated the property. Mr. Whittet responded that the Berthoud Fire Department evaluated the property during the 2020 Cameron Peak Fire and had provided recommendations at that time.

Directors Brandenburg, Brandt, and Heiland expressed interest in a tour of the Treatment Plant facilities and discussed timing. Mr. Whittet suggested October 11th prior to the board meeting.

There being no other business, the meeting was adjourned at 6:40 p.m.

Respectfully Submitted,

Secretary

CARTER LAKE FILTER PLANT AGENDA

ITEM NO. 6B

SEPTEMBER 21, 2023

Background Summary:

Please review the Carter Lake Filter Plant Agenda for September.

BOARD ACTION SUGGESTED: Information Only.



Carter Lake Filter Plant

7100 W. County Rd 8-E Berthoud, Colorado 80513

Directors: Al Lind Jr. | Ryan Heiland | Steven Brandenburg | Scott Meining | Katie Strohauer | Larry Brandt

Plant Manager: Rick Whittet

Regular Board Meeting Agenda September 20, 2023 – 4:30 P.M.

1. **Call to Order**
2. **Review of Agenda Items**
3. **Public Comment on Non-Agenda Items**
4. **Review of Meeting Minutes of Prior Board Meeting** Page 2
5. **Financial Review** Page 7
6. **Project Update** Page 22
7. **Operations and Maintenance Report** Page 43
8. **Water Quality Report** Page 44
9. **Proposed Capital Improvements Plan for 2024** Page 46
10. **Manager's Report** Page 66
11. **District Manager's Questions and Comments**
12. **Director Reports**
13. **Adjournment**

CARTER LAKE FILTER PLANT PROJECT UPDATE

ITEM NO. 6C (1-28)

SEPTEMBER 21, 2023

Summary:

Financials	Year to date total revenue for August were less than budgeted for revenue and expenses
South Plant	LSI Logical Systems made changes to the program so a filter can wash without the clarifier washing. This needs to be done so it can remove a clarifier for the trial.
North Plant	Power outage on August 18 th , the magnetic pickup failed on the generator causing the plant to not have power for 3 hours until REA could fix.
Lake Level	As of 8/31/2023, the lake level was 108,500 AF
TOC Analyzer	The analyzer is down for repairs
Flows	Average daily demand for August was 24.1 MGD, down from 27.1 in 2022
Dry Creek	Waiting for Solitude Lake Management to receive the product for trial. Jar testing will be conducted to see if it is the right product for the application
Officers	The officers remained the same
Fire Mitigation	Staff have made additional efforts towards cutting the grass and weeds on the property
Budget	The proposed budgets will be discussed over the next few meetings
Telephones	Signed an agreement with Clearfly to bring in two voice-over IP lines to replace two of the four telephone lines. There will be a monthly cost savings to the Plant, about \$75/month in service fees

BOARD ACTION SUGGESTED: As appropriate by Board.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 5

SUBJECT: August Financial Review

STAFF: Rick Whittet, Plant Manager & Lisa Everson, Office Manager

ACTION REQUEST: Approval of August Financials

- Review of August Financials:
 - August operations revenue was \$291,400 which is \$27,368 less than budgeted, due to paying back the borrowed funds from earlier in the year.
 - August total expenses were \$347,506 which is \$59,264 less than budgeted, primarily due to timing of invoices.

- Follow up Balance Sheet items from August meeting:
 - ColoTrust Roof Fund account balance has been transferred to the main ColoTrust savings account.
 - The \$.01 in the Membrane Replacement account has been reclassified.

CARTER LAKE FILTER PLANT
Balance Sheet
As of August 31, 2023

Accrual Basis

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings	
100500 · PETTY CASH	302.71
101000 · CASHBANK ACCOUNT	270,200.21
105000 · COLOTRUST SAVINGS	21,225.98
Total Checking/Savings	291,728.90
Accounts Receivable	
110000 · ACCOUNTS RECEIVABLE	294,601.72
Total Accounts Receivable	294,601.72
Total Current Assets	586,330.62
Fixed Assets	
121000 · FILTER PLANT PROPERTY	10,730,794.88
121200 · WITHDRAW FACILITIES	17,579.00
121400 · VEHICLES & EQUIPMENT PURCHASE	155,028.53
121500 · SOUTH PLANT CONTROL SYSTEM	206,353.35
121600 · STORAGE TANKS	899,151.06
121800 · REAL PROPERTY	5,000.00
122000 · PROPERTY -FILTER HOUSE	39,461.04
122200 · AUTOMOBILE EQUIPMENT	53,645.15
122400 · SOUTH PLANT CHLORINE SCRUBBER	12,679.00
122600 · OFFICE EQUIPMENT	3,427.00
123000 · ACCUMULATED DEPRECIATION	-6,505,667.95
124000 · PRE-TREATMENT PROJECT	-9,258.43
Total Fixed Assets	5,608,192.63
Other Assets	
126000 · INVENTORY	391,883.49
Total Other Assets	391,883.49
TOTAL ASSETS	6,586,406.74
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · ACCOUNTS PAYABLE	118,173.21
Total Accounts Payable	118,173.21

CARTER LAKE FILTER PLANT
Balance Sheet
As of August 31, 2023

Accrual Basis

	Aug 31, 23
Other Current Liabilities	
200100 · PAYROLL TAXES PAYABLE	2.52
200200 · STATE WITHHOLDING TAX	2,849.00
202000 · ACCRUED COMP. ABSENCES	167,169.55
202100 · ACCRUED WAGES PAYABLE	5,328.62
Total Other Current Liabilities	175,349.69
Total Current Liabilities	293,522.90
Total Liabilities	293,522.90
Equity	
211000 · CAPITAL CONSTRUCTION -LTWD	4,053,223.64
211100 · CAP CONSTRUCTION -CWCWD	4,064,674.35
220000 · RETAINED EARNINGS	-1,256,664.99
30000 · Opening Balance Equity	-65,937.98
32000 · RetainedEarnings	-676,506.17
Net Income	174,094.99
Total Equity	6,292,883.84
TOTAL LIABILITIES & EQUITY	6,586,406.74

CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
August 2023

Accrual Basis

	Aug 23	Budget	\$ Over Bud...	Jan - Aug 23	YTD Budget	\$ Over Bud...	Annual Bud...
Income							
301000 · INCOME OPERATIONS	291,400.30	318,767.97	-27,367.67	2,607,353.30	2,972,481.17	-365,127.87	4,000,550.44
302000 · INCOME MISCELLANEOUS	0.00			40,407.78			
302400 · INCOME INTEREST	505.25	17.91	487.34	2,306.44	143.28	2,163.16	215.00
Total Income	291,905.55	318,785.88	-26,880.33	2,650,067.52	2,972,624.45	-322,556.93	4,000,765.44
Expense							
501000 · ADMINISTRATIVE							
501100 · NCWCD 18" LINE FEES	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
501300 · FEES, LICENSES & DUES	604.68	708.00	-103.32	8,834.11	5,666.00	3,168.11	8,500.00
506200 · BOD MILEAGE	196.50	166.00	30.50	1,472.44	1,332.00	140.44	2,000.00
506600 · OFFICE SUPPLIES	565.32	630.00	-64.68	5,876.83	6,980.00	-1,103.17	9,500.00
506700 · CUSTODIAL SUPPLIES	0.00	150.00	-150.00	1,026.73	1,200.00	-173.27	1,800.00
506900 · FURNITURE	0.00	0.00	0.00	3,892.38	2,000.00	1,892.38	2,000.00
Total 501000 · ADMINISTRATIVE	1,366.50	1,654.00	-287.50	21,102.49	17,178.00	3,924.49	25,300.00
501500 · TRAINING							
501600 · SEMINARS & FEES	0.00	750.00	-750.00	771.50	6,000.00	-5,228.50	9,000.00
501800 · SAFETY	270.00	417.00	-147.00	3,776.68	3,333.00	443.68	5,000.00
Total 501500 · TRAINING	270.00	1,167.00	-897.00	4,548.18	9,333.00	-4,784.82	14,000.00
502000 · LABORATORY							
502500 · SUPPLIES	24.41	0.00	24.41	14,010.48	11,969.25	2,041.23	15,959.00
502700 · PROFESSIONAL SERVICES	3,180.00	0.00	3,180.00	10,229.40	6,375.00	3,854.40	8,500.00
502800 · EQUIPMENT REPLACEMENT	0.00	0.00	0.00	5,486.65	4,610.00	876.65	4,610.00
Total 502000 · LABORATORY	3,204.41	0.00	3,204.41	29,726.53	22,954.25	6,772.28	29,069.00
503200 · SOUTH PLANT CHEMICALS							
503202 · COAGULANT	52,716.76	50,653.00	2,063.76	152,878.60	151,957.33	921.27	151,957.33
503203 · SEAQUEST	30,272.00	0.00	30,272.00	60,544.00	50,188.33	10,355.67	75,282.33
503204 · CHLORINE	0.00	3,000.00	-3,000.00	18,055.20	28,500.00	-10,444.80	36,100.00
503205 · FLUORIDE	0.00	6,388.00	-6,388.00	17,085.65	18,788.00	-1,702.35	18,788.00
503206 · FLOCULANT	2,220.00	0.00	2,220.00	2,220.00	2,442.00	-222.00	2,442.00
503207 · FERRIC SULFATE	0.00	0.00	0.00	40,562.52	68,955.00	-28,392.48	91,940.00
503208 · SODA ASH	9,699.50	9,200.00	499.50	36,424.00	44,275.00	-7,851.00	63,246.00
503209 · SODIUM CHLORITE	0.00	15,480.00	-15,480.00	36,040.08	46,440.00	-10,399.92	61,919.00
Total 503200 · SOUTH PLANT CHEMICALS	94,908.26	84,721.00	10,187.26	363,810.05	411,545.66	-47,735.61	501,674.66
503300 · NORTH PLANT CHEMICALS							
503302 · COAGULANT	0.00	27,500.00	-27,500.00	65,084.24	82,500.00	-17,415.76	110,484.00
503303 · SEAQUEST	45,408.00	0.00	45,408.00	90,816.00	78,126.00	12,690.00	117,189.00
503304 · CHLORINE	0.00	4,500.00	-4,500.00	30,092.00	36,000.00	-5,908.00	49,528.00
503305 · FLUORIDE	0.00	9,798.00	-9,798.00	23,919.91	22,198.00	1,721.91	22,198.00
503306 · CAUSTIC SODA	0.00	0.00	0.00	0.00	12,660.00	-12,660.00	18,992.00
503307 · FERRIC SULFATE	19,592.05	22,542.60	-2,950.55	140,556.79	157,798.20	-17,241.41	225,426.00
503308 · SODA ASH	20,657.75	9,186.22	11,471.53	64,814.50	55,117.32	9,697.18	82,675.98
503309 · SODIUM CHLORITE	0.00	24,309.00	-24,309.00	54,147.12	72,927.00	-18,779.88	97,235.00
503310 · CLEAN-IN-PLACE	18,525.00	50,443.00	-31,918.00	88,347.40	162,193.50	-73,846.10	170,858.00
Total 503300 · NORTH PLANT CHEMICALS	104,182.80	148,278.82	-44,096.02	557,777.96	679,520.02	-121,742.06	894,585.98
504000 · PROFESSIONAL SERVICES							
504100 · CONTROL SYSTEM	6,189.55	2,200.00	3,989.55	21,924.39	17,600.00	4,324.39	26,400.00
504200 · ELECTRICAL	0.00	1,875.00	-1,875.00	15,385.40	15,025.00	360.40	22,550.00
504300 · FIRE & SECURITY	523.00	0.00	523.00	7,659.50	1,875.00	5,784.50	2,500.00
504400 · BACK UP POWER	1,210.67	0.00	1,210.67	4,299.67	3,000.00	1,299.67	3,000.00
504500 · IT SUPPORT	95.50	106.25	-10.75	689.00	850.00	-161.00	1,275.00
504600 · ACCOUNTING	0.00	0.00	0.00	21,639.56	19,800.00	1,839.56	19,800.00
504800 · ENGINEERING	1,357.50	2,685.00	-1,327.50	37,869.75	22,279.00	15,590.75	33,419.00
504900 · LEGAL	67.50	737.00	-669.50	2,722.50	5,899.00	-3,176.50	8,850.00
Total 504000 · PROFESSIONAL SERVICES	9,443.72	7,603.25	1,840.47	112,189.77	86,328.00	25,861.77	117,794.00

CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
August 2023

Accrual Basis

	Aug 23	Budget	\$ Over Bud...	Jan - Aug 23	YTD Budget	\$ Over Bud...	Annual Bud...
507000 · WATER QUALITY							
507100 · INORGANICS	0.00	0.00	0.00	859.00	500.00	359.00	500.00
507200 · CHLORITES	0.00	0.00	0.00	270.00	200.00	70.00	400.00
507500 · ORGANIC	0.00	3,600.00	-3,600.00	2,848.00	7,200.00	-4,352.00	7,200.00
507600 · RAW ALGAE ID	175.00	171.00	4.00	2,280.00	1,364.00	916.00	2,046.00
507800 · DISCHARGE	18.00	42.00	-24.00	180.00	334.00	-154.00	500.00
507900 · OTHER	41.00	188.00	-147.00	804.50	1,500.00	-695.50	2,250.00
Total 507000 · WATER QUALITY	234.00	4,001.00	-3,767.00	7,241.50	11,098.00	-3,856.50	12,896.00
508000 · OPERATIONS & MAINTENANCE							
508600 · GENERAL SERVICES	332.00	9,094.00	-8,762.00	34,832.55	72,754.00	-37,921.45	109,131.00
508700 · PARTS & SUPPLIES	6,269.40	6,209.00	60.40	51,224.18	49,674.00	1,550.18	74,511.00
508800 · TOOLS & EQUIPMENT	0.00	0.00	0.00	15,425.00	3,750.00	11,675.00	5,000.00
508900 · PROPERTY MAINTENANCE	0.00	0.00	0.00	2,774.44	23,034.00	-20,259.56	23,034.00
509000 · GARBAGE REMOVAL	253.10	202.00	51.10	2,046.71	1,613.00	433.71	2,420.00
510000 · FUELS							
510100 · DIESEL	0.00	0.00	0.00	0.00	3,375.00	-3,375.00	4,500.00
510200 · GASOLINE	813.24	833.00	-19.76	3,983.50	6,666.00	-2,682.50	10,000.00
Total 510000 · FUELS	813.24	833.00	-19.76	3,983.50	10,041.00	-6,057.50	14,500.00
510300 · MILEAGE REIMBURSEMENT	19.00	21.00	-2.00	36.69	166.00	-129.31	250.00
510700 · CLOTHING	0.00	0.00	0.00	775.99	1,000.00	-224.01	6,000.00
510800 · SAFETY SUPPLIES	258.85	437.00	-178.15	3,309.61	3,495.00	-185.39	5,243.00
512000 · FILTER PLANT HOUSE	0.00	0.00	0.00	0.00	10,000.00	-10,000.00	10,000.00
Total 508000 · OPERATIONS & MAINTENANCE	7,945.59	16,796.00	-8,850.41	114,408.67	175,527.00	-61,118.33	250,089.00
511500 · VEHICLE MAINTENANCE							
511400 · SMALL VEHICLES & ATTACHMENTS	0.00			566.50			
511600 · 1997 FORD	0.00			25.00			
511500 · VEHICLE MAINTENANCE - Other	0.00	834.00	-834.00	0.00	6,667.00	-6,667.00	10,000.00
Total 511500 · VEHICLE MAINTENANCE	0.00	834.00	-834.00	591.50	6,667.00	-6,075.50	10,000.00
513000 · UTILITIES							
505000 · COMMUNICATIONS							
505100 · TELEPHONE SERVICE	347.11	504.00	-156.89	3,467.84	4,033.00	-565.16	6,050.00
505200 · CELLULAR SERVICE	254.05	260.00	-5.95	2,032.70	2,080.00	-47.30	6,895.00
Total 505000 · COMMUNICATIONS	601.16	764.00	-162.84	5,500.54	6,113.00	-612.46	12,945.00
513100 · ELECTRICITY							
513600 · NORTH PLANT	11,660.30	11,700.00	-39.70	75,572.46	81,800.00	-6,227.54	120,000.00
513700 · SOUTH PLANT	5,424.79	5,800.00	-375.21	40,613.32	42,150.00	-1,536.68	63,250.00
513800 · PLANT HOUSE	121.64	175.00	-53.36	736.85	1,000.00	-263.15	1,550.00
Total 513100 · ELECTRICITY	17,206.73	17,675.00	-468.27	116,922.63	124,950.00	-8,027.37	184,800.00
514000 · PROPANE							
514100 · NORTH PLANT	0.00	1,250.00	-1,250.00	9,987.30	15,200.00	-5,212.70	19,608.00
514200 · SOUTH PLANT	0.00	1,000.00	-1,000.00	10,209.21	12,000.00	-1,790.79	14,205.00
514300 · PLANT HOUSE	0.00	450.00	-450.00	856.60	1,482.00	-625.40	1,782.00
Total 514000 · PROPANE	0.00	2,700.00	-2,700.00	21,053.11	28,682.00	-7,628.89	35,595.00
Total 513000 · UTILITIES	17,807.89	21,139.00	-3,331.11	143,476.28	159,745.00	-16,268.72	233,340.00
515000 · PAYROLL	73,272.81	81,748.38	-8,475.57	620,378.96	694,861.24	-74,482.28	1,062,729.00
515500 · PAYROLL TAXES	5,605.38	6,253.75	-648.37	47,456.47	57,939.16	-10,482.69	90,863.00
515600 · STATE UNEMPLOYMENT	0.00	0.00	0.00	1,436.61	2,391.00	-954.39	3,188.00
516100 · INSURANCE							
505500 · PROPERTY & LIABILITY	0.00	0.00	0.00	222,992.00	200,000.00	22,992.00	200,000.00
505800 · WORKERS COMPENSATION	0.00	0.00	0.00	13,223.00	13,000.00	223.00	13,000.00
516000 · HEALTH	25,976.90	29,044.08	-3,067.18	188,294.06	232,352.65	-44,058.59	348,529.00
Total 516100 · INSURANCE	25,976.90	29,044.08	-3,067.18	424,509.06	445,352.65	-20,843.59	561,529.00
516500 · RETIREMENT CONTRIBUTION	3,287.51	3,529.00	-241.49	27,318.50	28,232.00	-913.50	42,348.00
Total Expense	347,505.77	406,769.28	-59,263.51	2,475,972.53	2,808,671.98	-332,699.45	3,849,405.64
Net Income	-55,600.22	-87,983.40	32,383.18	174,094.99	163,952.47	10,142.52	151,359.80

CARTER LAKE FILTER PLANT
Invoices to Districts
As of August 31, 2023

<u>Date</u>	<u>Invoice #</u>	<u>District</u>	<u>Memo</u>	<u>Amount</u>	<u>Paid</u>
08/15/2023	1919	CWCWD	PRETREATMENT DESIGN	25,056.10	✓
08/15/2023	1920	LTWD	PRETREATMENT DESIGN	25,056.10	✓
08/15/2023	1921	CWCWD	N PLANT VALVE REPLACEMENT PROJECT	14,170.00	✓
08/15/2023	1922	LTWD	N PLANT VALVE REPLACEMENT PROJECT	14,170.00	✓
08/15/2023	1923	CWCWD	N PLANT VALVE REPLACEMENT PROJECT	4,800.00	✓
08/15/2023	1924	LTWD	N PLANT VALVE REPLACEMENT PROJECT	4,800.00	✓
08/31/2023	1925	CWCWD	DRY CREEK - ELECTRICAL	1,600.71	
08/31/2023	1926	LTWD	DRY CREEK - ELECTRICAL	1,600.71	
08/31/2023	1927	CWCWD	AUGUST WATER USAGE	157,917.06	
08/31/2023	1928	LTWD	AUGUST WATER USAGE	133,483.24	
TOTAL DISTRICT INVOICES				<u>\$ 382,653.92</u>	
TOTAL CURRENT ACCOUNTS RECEIVABLE				<u>\$ 294,601.72</u>	

CARTER LAKE FILTER PLANT
Check Register
As of August 31, 2023

Num	Date	Name	Memo	Amount
101000		CASHBANK ACCOUNT		
25453	8/1/2023	WESCO	N PLANT CELL MODIFICATIONS	\$64,644.89
BILL PAY	8/17/2023	USALCO	CHEMICALS	\$52,716.76
BILL PAY	8/8/2023	NOCO ENGINEERING CO	PRETREATMENT DESIGN	\$51,355.00
BILL PAY	8/17/2023	NOCO ENGINEERING CO	PRETREATMENT DESIGN	\$50,112.20
BILL PAY	8/24/2023	EVOQUA WATER TECHNOLOGIES	CHEMICALS	\$48,621.60
BILL PAY	8/24/2023	MARMAC WATER	CHEMICALS	\$42,606.02
BILL PAY	8/17/2023	MUNICIPAL TREATMENT EQUIP	N PLANT VALVE REPLACEMENT	\$37,998.35
BILL PAY	8/4/2023	CEBT	EMPLOYEE INSURANCE	\$25,976.90
BILL PAY	8/31/2023	MARMAC WATER	CHEMICALS	\$19,592.05
BILL PAY	8/8/2023	POUDRE VALLEY REA	UTILITIES -ELECTRIC	\$17,206.73
BILL PAY	8/31/2023	HARCROS CHEMICALS INC.	CHEMICALS	\$13,951.75
25469	8/17/2023	DPC INDUSTRIES, INC.	CHEMICALS	\$11,540.70
25478	8/21/2023	KINSER MEMBRANE SOLUTIONS	ENGINEERING EXPENSES	\$10,620.00
BILL PAY	8/8/2023	HARCROS CHEMICALS INC.	CHEMICALS	\$9,096.00
25451	8/1/2023	INTERMOUNTAIN VALVE &	PARTS & HARDWARE	\$4,524.82
BILL PAY	8/1/2023	ROCKY MTN ELECTRIC	ELECTRICAL EXPENSES	\$3,633.57
25477	8/17/2023	ATLAS COPCO COMPRESSORS	PARTS & HARDWARE	\$2,422.04
BILL PAY	8/2/2023	POUDRE VALLEY REA	ELECTRICITY -DRY CREEK	\$2,250.00
25483	8/24/2023	MSA SAFETY	PROPANE SENSOR REPLACEMENT	\$1,995.00
25474	8/17/2023	SCHRADER PROPANE	UTILITIES -PROPANE	\$1,963.47
25450	8/1/2023	HACH COMPANY	LABORATORY SUPPLIES	\$1,615.65
BILL PAY	8/30/2023	NOCO ENGINEERING CO	ENGINEERING EXPENSE	\$1,357.50
BILL PAY	8/10/2023	MUNICIPAL TREATMENT EQUIP	PARTS & HARDWARE	\$1,167.80
BILL PAY	8/24/2023	TECHNOLINK OF THE ROCKIES	PHONE LINE REPAIRS	\$994.50
25455	8/8/2023	JONES PLUMBING	GENERAL SERVICES	\$909.84
BILL PAY	8/24/2023	ELVINA AND YOUSAF LLC	FUELS -GASOLINE	\$813.24
25449	8/1/2023	COMMERCIAL HVAC, INC	A/C REPAIR	\$740.36
25471	8/17/2023	HACH COMPANY	LABORATORY SUPPLIES	\$661.38
BILL PAY	8/1/2023	NOCO ENGINEERING CO	ENGINEERING EXPENSE	\$612.50
25482	8/24/2023	CO DEPT HEALTH & ENV	DISCHARGE PERMIT RENEWAL	\$580.00
BILL PAY	8/7/2023	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	\$569.75
25454	8/1/2023	WESTERN FIRE EXTINGUISHER	FIRE EXTINGUISHER ANNUAL SERVICE	\$380.00
BILL PAY	8/4/2023	CH DIAGNOSTIC/CONSULTING	WATER QUALITY	\$350.00
BILL PAY	8/8/2023	CENTURYLINK	COMMUNICATIONS -TELEPHONE	\$347.11
BILL PAY	8/4/2023	KELLY SUPPLY COMPANY	PARTS & HARDWARE	\$293.18
BILL PAY	8/4/2023	SAFETY SERVICES	SAFETY TRAINING	\$270.00
25481	8/24/2023	CINTAS CORPORATION	SAFETY SUPPLIES/AED SERVICE	\$258.85
BILL PAY	8/24/2023	VERIZON	COMMUNICATIONS -CELLULAR	\$254.05
BILL PAY	8/17/2023	REPUBLIC SERVICES	TRASH REMOVAL	\$253.10
25470	8/17/2023	GRAINGER, INC	PARTS & HARDWARE	\$251.45
25452	8/1/2023	NUGENT SUPPLY CO. INC.	PARTS & HARDWARE	\$194.52
25448	8/1/2023	CINTAS CORPORATION	SAFETY SUPPLIES	\$178.20
BILL PAY	8/30/2023	CARDMEMBER SERVICE	CREDIT CARD PURCHASES	\$176.12
25480	8/24/2023	BERTHOUD ACE HARDWARE	PARTS & HARDWARE	\$167.94
BILL PAY	8/24/2023	BES BUSINESS EQUIPMENT	COPIER AGREEMENT	\$116.09
BILL PAY	8/30/2023	MUNICIPAL TREATMENT EQUIP	PARTS & HARDWARE	\$110.92
25468	8/17/2023	CORKAT DATA SOLUTIONS	IT SUPPORT	\$95.50
25467	8/17/2023	CITY FORT COLLINS	WATER QUALITY	\$90.00
25473	8/17/2023	MAC EQUIPMENT INC.	PARTS & HARDWARE	\$82.80
BILL PAY	8/14/2023	CO.DEPT.LABOR & EMPLOYMENT	FUEL TANK CERTIFICATE	\$71.00
25484	8/24/2023	STARR & WESTBROOK	LEGAL EXPENSES	\$67.50
25476	8/17/2023	WELD COUNTY HEALTH DEPT	WATER QUALITY	\$59.00
BILL PAY	8/24/2023	HOME DEPOT	JANITORIAL SUPPLIES	\$52.88
25475	8/17/2023	WAGNER WELDING SUPPLY CO.	LABORATORY SUPPLIES	\$8.68
BILL PAY	8/4/2023	MUNICIPAL TREATMENT EQUIP	VOID: PARTS & HARDWARE	
25472	8/17/2023	KINSER MEMBRANE SOLUTIONS	VOID: ENGINEERING EXPENSES	

OPERATIONS TOTAL:

\$486,979.26

CARTER LAKE FILTER PLANT
Check Register
As of August 31, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
DIRECT DEPOSIT	8/11/2023	DIRECT DEPOSIT	PAYROLL PERIOD 7/28/23-8/10/23	\$27,417.63
DIRECT DEPOSIT	8/25/2023	DIRECT DEPOSIT	PAYROLL PERIOD 8/11/23-8/24/23	\$29,250.90
DIRECT DEPOSIT	8/25/2023	LIND, ALBERT L	BOARD MEMBER REIMBURSEMENT	\$151.30
25479	8/25/2023	STROHAUER, KATIE	BOARD MEMBER REIMBURSEMENT	\$135.58
DIRECT DEPOSIT	8/25/2023	MEINING, T. SCOTT	BOARD MEMBER REIMBURSEMENT	\$131.65
DIRECT DEPOSIT	8/25/2023	BRANDENBURG, STEVEN	BOARD MEMBER REIMBURSEMENT	\$108.07
DIRECT DEPOSIT	8/25/2023	BRANDT, LARRY	BOARD MEMBER REIMBURSEMENT	\$23.79
DIRECT DEPOSIT	8/25/2023	HEILAND, RYAN	BOARD MEMBER REIMBURSEMENT	\$100.21
ACH PAYMENT	8/10/2023	FEDERAL PR TAX	PAYROLL TAXES	\$8,574.18
ACH PAYMENT	8/25/2023	FEDERAL PR TAX	PAYROLL TAXES	\$9,363.58
ACH PAYMENT	8/4/2023	COLORADO PAYROLL TAXES	PAYROLL TAXES	\$3,087.00
25485	8/31/2023	LINCOLN NATIONAL LIFE	457 CONTRIBUTION	\$4,256.31
<u>PAYROLL TOTAL</u>				<u>\$82,600.20</u>
<u>TOTAL EXPENSES</u>				<u>\$569,579.46</u>

Deposit Summary
As of August 31, 2023

<i>Num</i>	<i>Date</i>	<i>Name</i>	<i>Memo</i>	<i>Deposits</i>
101000 · CASHBANK ACCOUNT				
DIRECT DEPOSIT	8/1/2023	CWCWD	CAPITAL PROJECTS, DRY CREEK ELEC	\$59,885.64
DIRECT DEPOSIT	8/11/2023	CWCWD	JULY WATER USAGE	\$85,879.28
DIRECT DEPOSIT	8/11/2023	LTWD	JULY WATER USAGE	\$84,835.53
DIRECT DEPOSIT	8/21/2023	CWCWD	DRY CREEK ELECTRICITY	\$1,125.00
DIRECT DEPOSIT	8/24/2023	LTWD	CAPITAL PROJECTS, DRY CREEK ELEC	\$45,151.10
DIRECT DEPOSIT	8/28/2023	CWCWD	CAPITAL PROJECTS	\$44,026.10
	8/31/2023	INDEPENDENT FINANCIAL	INTEREST INCOME	\$407.26
				\$321,309.91

CHECKING TOTAL:

<i>Num</i>	<i>Date</i>	<i>Name</i>	<i>Memo</i>	<i>Deposits</i>
105000 · COLOTRUST SAVINGS				
	8/31/2023	COLOTRUST	INTEREST INCOME	\$97.99
<u>SAVINGS TOTAL:</u>				\$97.99

Carter Lake Filter Plant
Credit Card Purchase Orders

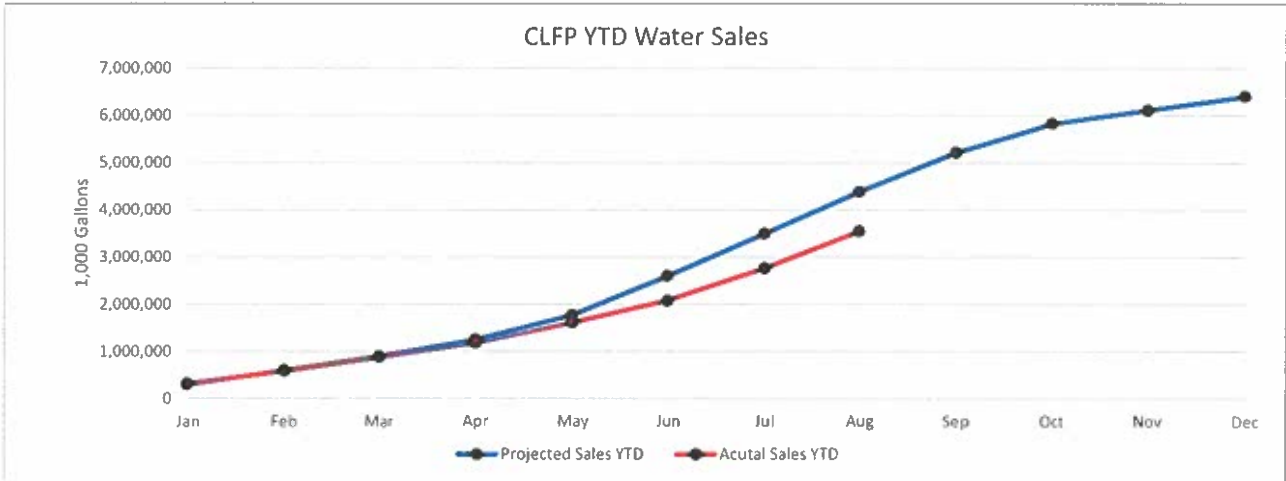
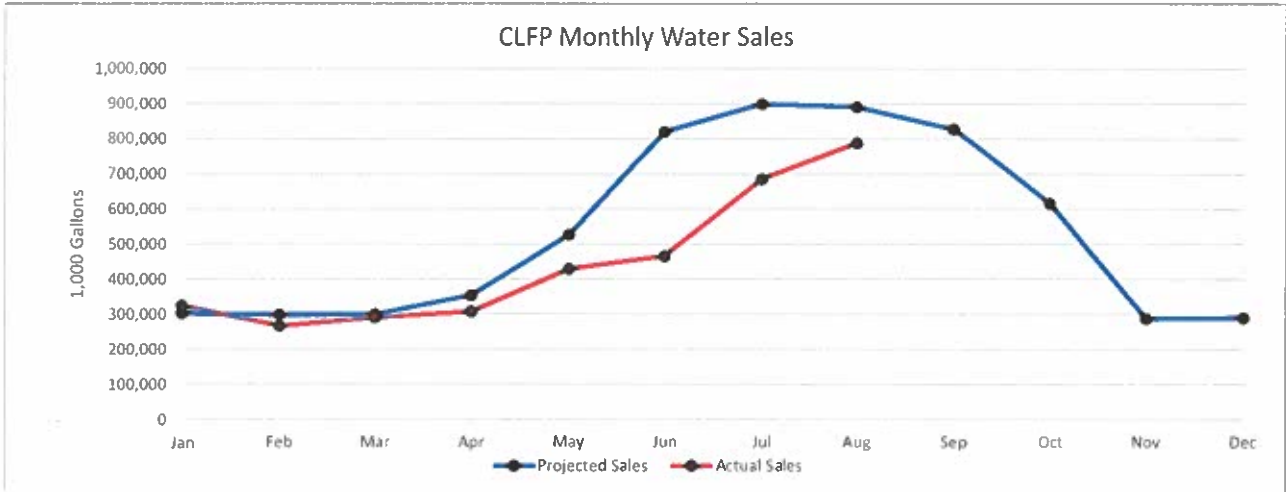
<u>VISA - August Statement</u>				
Date of Purchase	Vendor Name	Item(s)	Memo	Cost
7/7	Pirate Ship	Postage	Water Sample	\$3.64
7/19	USPS	Postage	Product return to vendor	\$4.85
7/20	Amazon	Report Folders	Partial Refund for incomplete order	(\$5.69)
7/20	Amazon	Report Folders	Partial Refund for incomplete order	(\$20.00)
7/20	Amazon	Report Folders	Partial Refund for incomplete order	(\$32.00)
7/20	Amazon	Report Folders		\$64.10
7/21	Amazon	Report Folders		\$42.00
7/22	Amazon	Report Folders		\$65.99
7/27	Amazon	Report Folders		\$28.55
7/31	CO Motor Vehicles	License Plates	Dump Truck	\$4.73
8/2	Sentry Link	Back Ground Check	New Hire	\$19.95
Total				\$ 176.12

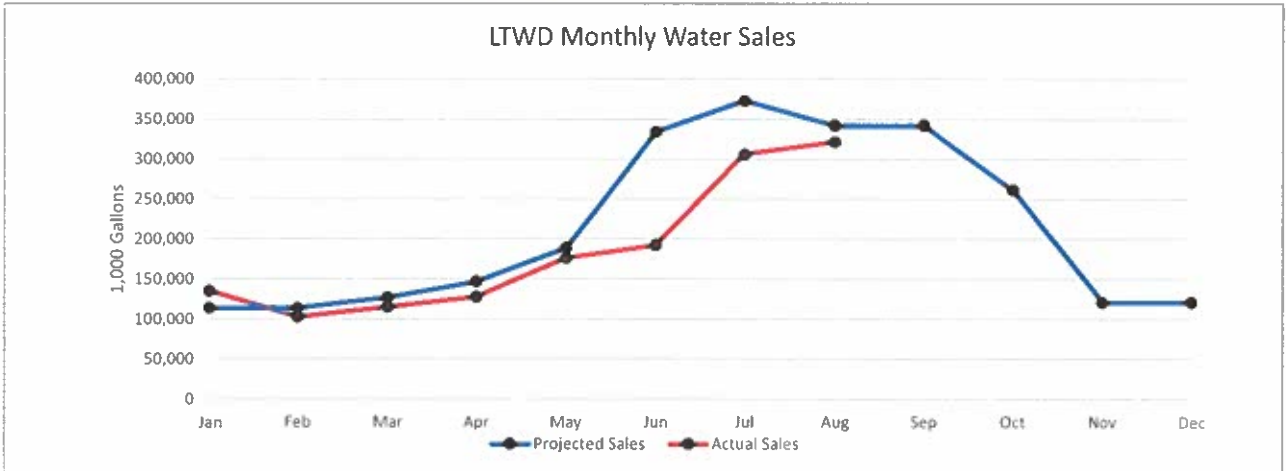
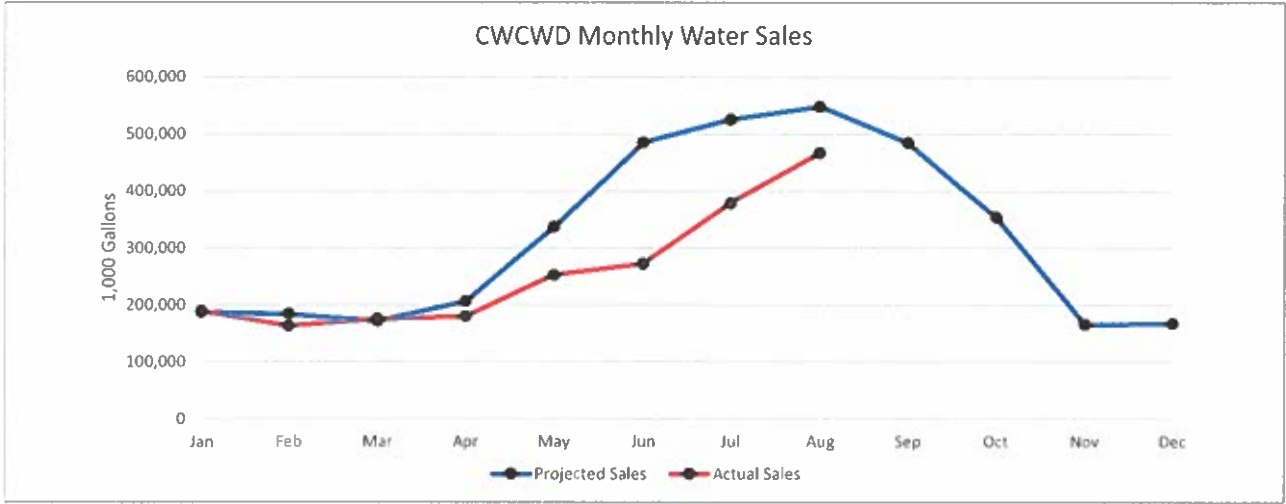
<u>Office Depot - July Statement</u>				
Date of Purchase	Item(s)	Memo	Cost	
6/21	Replacement Monitors		\$ 539.98	
6/26	File Storage Boxes		\$ 29.77	
Total			\$ 569.75	

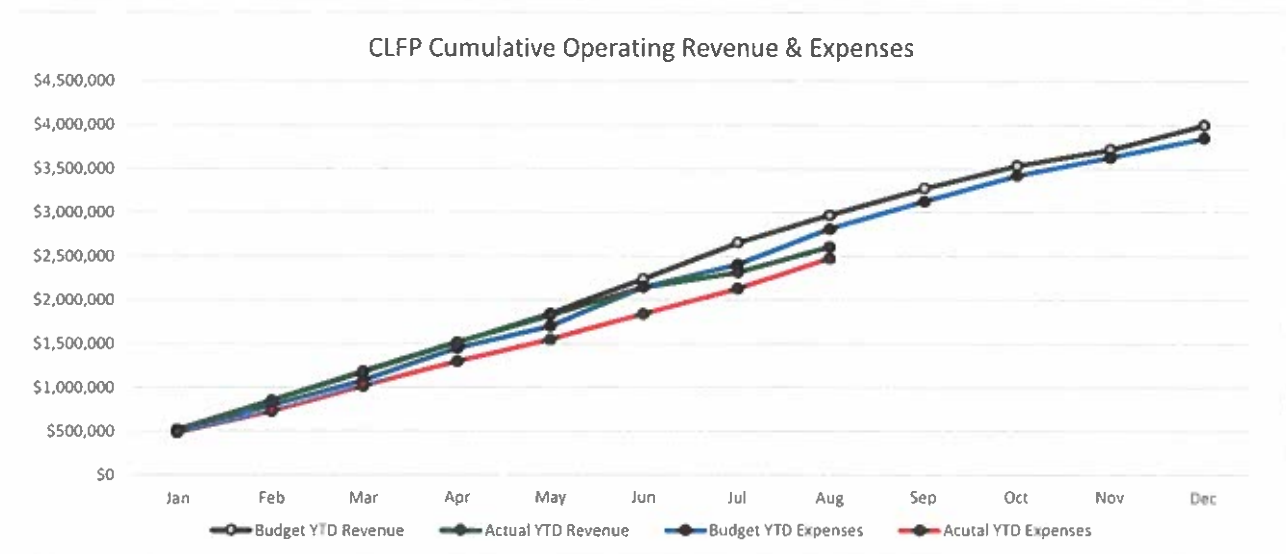
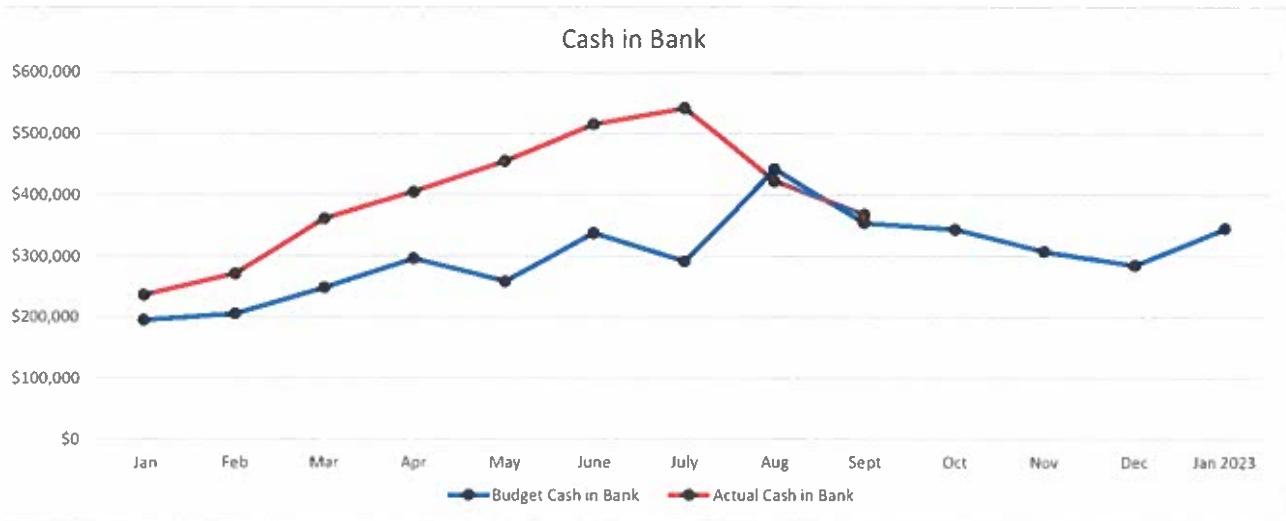
<u>Home Depot - July Statement</u>				
Date of Purchase	Item(s)	Memo	Cost	
7/10	Mop, Comet Cleaner		\$ 52.88	
Total			\$ 52.88	

Carter Lake Filter Plant Operations Fund Summary - 2023

Month	Water Sales (1,000 Gallons)		Dollars Billed		Expenses		Net Gain / Loss	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Jan	301,553	323,369	\$511,754	\$516,553	\$501,584	\$481,726	\$10,170	\$34,827
Feb	297,843	265,675	\$333,379	\$333,379	\$291,004	\$242,587	\$42,375	\$90,792
Mar	298,803	290,216	\$333,379	\$333,379	\$285,203	\$289,880	\$48,176	\$43,499
Apr	353,066	307,079	\$333,379	\$333,379	\$371,167	\$283,255	(\$37,788)	\$50,124
May	526,125	428,941	\$331,748	\$310,367	\$252,481	\$250,108	\$79,267	\$60,259
Jun	819,659	464,456	\$396,325	\$318,180	\$442,667	\$291,697	(\$46,342)	\$26,484
Jul	898,861	684,377	\$413,749	\$170,715	\$262,470	\$289,944	\$151,279	(\$119,229)
Aug	890,551	787,838	\$318,768	\$291,400	\$407,031	\$345,959	(\$88,263)	(\$54,559)
Sep	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Oct	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Nov	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Dec	0	0	\$0	\$0	\$0	\$0	\$0	\$0
YTD Total	4,386,461	3,551,951	\$2,972,481	\$2,607,353	\$2,813,607	\$2,475,156	\$158,874	\$132,197







Carter Lake Filter Plant Actual Usage and Billing - 2023

Little Thompson Water District									
Month	Water (1,000 Gallons)					Dollars		Dollars	
	Actual Sales	Actual Sales YTD	Actual Billed	Actual Billed YTD	Actual Credit Bal YTD	Fixed Rate Charges	Variable Rate Charges	Actual Dollars Billed	Actual Dollars Billed YTD
Jan	134,845	134,845	656,236	656,236	521,391	\$108,000.00	\$144,371.89	\$252,371.89	\$252,371.89
Feb	102,551	237,395	215,417	871,653	634,257	\$108,000.00	\$47,391.67	\$155,391.67	\$407,763.56
Mar	114,926	352,321	215,417	1,087,069	734,748	\$108,000.00	\$47,391.67	\$155,391.67	\$563,155.23
Apr	127,745	480,066	215,417	1,302,486	822,420	\$108,000.00	\$47,391.67	\$155,391.67	\$718,546.89
May	176,295	656,361	176,295	1,478,781	822,420	\$108,000.00	\$38,784.85	\$146,784.85	\$865,331.74
Jun	192,285	848,646	192,285	1,671,066	822,420	\$108,000.00	\$42,302.70	\$150,302.70	\$1,015,634.44
Jul	305,917	1,154,563	-105,293	1,565,773	411,210	\$108,000.00	-\$23,164.47	\$84,835.53	\$1,100,469.97
Aug	321,438	1,476,000	115,833	1,681,605	205,605	\$108,000.00	\$25,483.24	\$133,483.24	\$1,233,953.21
Sep	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Oct	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Nov	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Dec	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	1,476,000		1,681,605			\$864,000.00	\$369,953.21	\$1,233,953.21	

Central Weld County Water District									
Month	Water (1,000 Gallons)					Dollars		Dollars	
	Actual Sales	Actual Sales YTD	Actual Billed	Actual Billed YTD	Actual Credit Bal YTD	Fixed Rate Charges	Variable Rate Charges	Actual Dollars Billed	Actual Dollars Billed YTD
Jan	188,524	188,524	709,915	709,915	521,391	\$108,000.00	\$156,181.33	\$264,181.33	\$264,181.33
Feb	163,124	351,649	318,125	1,028,040	676,392	\$108,000.00	\$69,987.54	\$177,987.54	\$442,168.86
Mar	175,290	526,939	318,125	1,346,165	819,226	\$108,000.00	\$69,987.54	\$177,987.54	\$620,156.40
Apr	179,334	706,273	318,125	1,664,291	958,017	\$108,000.00	\$69,987.54	\$177,987.54	\$798,143.94
May	252,646	958,919	252,646	1,916,937	958,017	\$108,000.00	\$55,582.17	\$163,582.17	\$961,726.11
Jun	272,171	1,231,090	272,171	2,189,108	958,017	\$108,000.00	\$59,877.62	\$167,877.62	\$1,129,603.73
Jul	378,460	1,609,550	-100,549	2,088,559	479,009	\$108,000.00	-\$22,120.72	\$85,879.28	\$1,215,483.01
Aug	466,400	2,075,951	226,896	2,315,455	239,504	\$108,000.00	\$49,917.06	\$157,917.06	\$1,373,400.07
Sep	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Oct	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Nov	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Dec	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	2,075,951		2,315,455			\$864,000.00	\$509,400.07	\$1,373,400.07	



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 6

SUBJECT: Project Update

STAFF: Rick Whittet, Plant Manager/ Darrell Larson, Plant Superintendent

ACTION REQUEST: Approve Wesco proposal, Approve LSI proposal.

Below is a summary of the current year's projects.

2023 Capital Improvement Summary			
as of 9/1/23			
Project Name	2023 Budget	2023 Actual	Project Status
1. Filter Rehabilitation	\$ (80,000.00)	\$ -	Settled
2. Plant Expansion Design	\$ 831,250.00	\$ 428,653.00	In-progress
3. Vehicles & Equipment	\$ 550,000.00	\$ 316,151.00	In-progress
3a. Tractor	\$ 150,000.00	\$ 117,000.00	Completed
3b. Turbidimeter Replacement	\$ 100,000.00	\$ 102,715.00	Completed
3c. Valve Replacement	\$ 300,000.00	\$ 96,436.46	40 of 75 valves received
4. Road Improvements	\$ 100,000.00	\$ -	Waiting on contractor
5. N. Plant Cell Modifications	\$ 99,735.00	\$ 64,645.00	Parts received, will be completed in off-season
6. Dry Creek Algal Mitigation	\$ 60,000.00	\$ -	Pending jar testing
Total	\$ 1,500,985.00	\$ 809,449.00	

Pretreatment/Plant Expansion Project

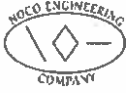
The Notice of Award for DAF Procurement was sent to AWC on August 11, 2023. DAF Procurement contracts were hand-delivered to Rick and require signatures of the District Managers.

Received an updated proposal from Wesco for the Filter Influent and Backwash Waste piping modifications which was discussed with the Board last month. The total cost is: \$178,000. The proposal is attached for your information. Management recommends moving forward with proposal.

Received a proposal from Logical Systems (LSI) for the SCADA and Control System design integration which is attached. The total estimated cost is: \$25,600. The proposal is attached for your information. Management recommends moving forward with proposal with minor changes.

The architects created sketches of three potential floor plans for offices, storage, and board room area. A meeting is forthcoming.

Dry Creek Pump Installation Proposal - Received earlier this week, in process of review.



Memorandum

To: Carter Lake Filter Plant
From: Josh Cook, P.E.
Subject: Engineer's Report

Attn: Board of Directors
Date: September 12, 2023

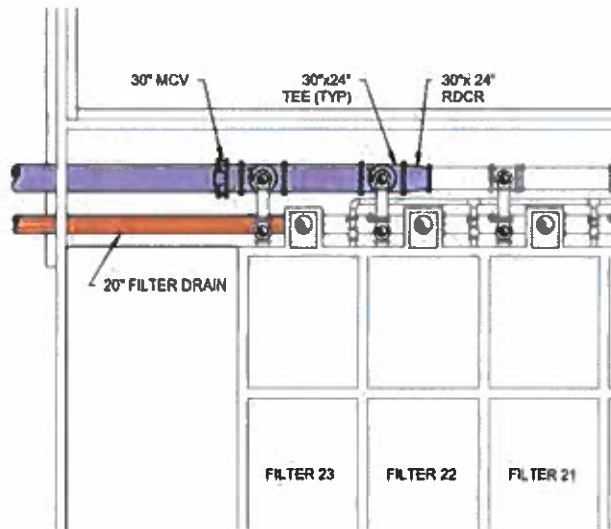
Projects:

Dry Creek Pump Station

- We have been working on the design for the addition of the vertical turbine pump at Dry Creek Pump Station. We met with CLFP and WESCO construction at the site to go over the proposed design and to determine some of the required equipment necessary to add in a 1MGD canned vertical turbine pump.
- Discussion with LTWD, CWCWD, and CLFP they all would like to have a smaller pump installed as soon as possible. We talked to the Districts and we are proposing a Guaranteed Maximum Price contract with Wesco Construction.
 - Advantages:
 - Shortens the design and construction time frame by approximately 3-4 months.
 - Allows for construction to start immediately.
 - Decreases the engineer design fees as design and submittal reviews are occurring simultaneously.
 - Works well for small projects.
 - This type of contract is used when the design drawings are only at 60%.
 - It is a time and materials contract with a contingency added with a maximum price the contractor cannot go over unless a change order is approved for additional work that is outside the scope of services such as adding a generator at the site.
 - This contract style is one of the better methods for retrofitting.
 - Disadvantages:
 - Must have a contractor who is fair and honest.
 - Lack of communication between owner, engineer, and contractor can cause issues.
 - Not suitable when you have 100% design drawings.
 - Difficult contract method on highly complex projects.
 - Difficult to determine the contingency amount as the amount is based on experience and estimating the unknowns required for a fully functional system.
- Overall, we have a great team with Wesco. CLFP and NEC have worked with Wesco on several projects. They have some of the highest quality of work at extremely reasonable costs, Wesco is honest and fair. His quality of work and his honesty make it where onsite observation time is at a minimal to non-existent.
- With the equipment quotes we have received there is approximately a 20-week lead time on the pump delivery after submittals have been approved. It is estimated it will take approximately 2-4 weeks for submittals to be created from the manufactures and approximately one (1) week for review. Overall, it will take approximately 26 weeks from signing of contracts to operation of the smaller vertical pump. The longest lead time is the vertical turbine pump. Majority of the other equipment is only 4-12 weeks out.

Pretreatment

- A revised proposal for the piping modifications was given to CLFP for the addition of two pipes on the South end of the plant as shown below from WESCO Construction.



-
- We have received the revised bid from AWC for \$4,630,500.00. The contracts have been created and we have received the performance bonds and signatures from AWC. The contract will need to be signed by CWCWD and by LTWD. Three hard copies of the contract have been delivered to CLFP for signatures
- AWC has started work on the design of DAF system. NEC has been in discussion with them and have been working through some of the finer points such as labeling and numbering protocols. We are expecting to see the first set of submittals next week which should be the one-line diagram drawings. We are expecting in the next couple of weeks the layout and hydraulic losses submittals.
- Our electrical have reviewed the generator information and have found the existing generator is large enough to supply backup power to both the filter building and the proposed DAF building. There will be two services to providing power to the two buildings. One generator with two transfer switches is capable of supplying power to both buildings.
- We received a quote and contract for SCADA integration from LSI who does all of the SCADA programming at the plant currently. The contract is a time and materials contract that would allow LSI to assist NEC on construction of the SCADA programming and purchasing of electrical equipment for the project. LSI is working mostly with our electrical and controls engineer on creating a SCADA program that will meet the needs of CLFP for the filter and DAF expansion. There are typically three methods during the design and construction phase for the integration. The three different methods are the following:
 - Specify which integrator you want and tell the contractor they have to use “John Doe”.
 - Let the contractor pick the lowest price integrator and use them.
 - Hire the integrator prior to construction to help with some of the coordination on the existing integration system and to let them start on the construction of the new integration system prior to hiring a general contractor.
- CLFP board opted for the last method.
- A time and materials contract has been delivered to CLFP. The contract has been reviewed and all comments have been addressed by LSI.
- The contract is between CLFP and LSI.
- The architects have started on the design of the filter building. They are getting some of the proposed rooms designed. This information will be presented in October when some additional work is completed to show what all of the proposed rooms are going to be utilized for.
- Civil – we are working some of the finer details on the drawings for the filter building.

WESCO

750 E State Highway 56
Berthoud, CO 80513
720-757-6741
Jason@wescocs.com

September 6, 2023

Proposal to: NEC/Carter Lake Filter Plant

Project: filter influent and backwash piping modifications

Bid Documents: Information and details provided by Josh Cook and NEC engineering.

Dear Mr. Whittet

WESCO was asked to supply pricing for the extension of two lines on the south side of the South Plant. The lines are the Filter Influent Line (24") and the Filter Waste line (20"). The purpose of the line extensions is to help aid in the DAF project where there will be less shutdowns when the general contractor is hired. The filter influent line will be increase to 30" and the filter waste line will remain at 20". The two lines will be extended to the south and will terminate approximately ten feet south of the southernmost exterior wall on the South Plant. We have estimated both ductile iron and steel for the pipe material and have found that steel was considered less expensive and easier to install. The connections on the lines will be reestablished.

Scope of Work:

1. Remove existing filter influent line 24-inch ductile pipe on Filters 23 and 22.
2. Install new reducer and 30" steel line for filter influent line. The steel line is epoxy coated on the outside and NSF 61 epoxy coated on the interior.
3. Flange and tees will be factory and field welded depending on location.
4. The concrete wall will be cored or cut to allow for the installation of the new pipe. If cored, link seal will be installed. If cut, concrete and reinforcement will be installed in the opening.
5. Extend existing filter waste line 24-inch ductile pipe on Filters 23 to the south.
6. The steel line is epoxy coated on the outside and NSF 61 epoxy coated on the interior.
7. Flange and tees will be factory and field welded depending on location.
8. The concrete wall will be cored or cut to allow for the installation of the new pipe. If cored, link seal will be installed. If cut, concrete and reinforcement will be installed in the opening.
9. We will be excavating near the exterior of the building to all for access to the walls for coring or cutting operations.
10. The existing aluminum stairs will be modified as the 24" pipe is in
11. Extend new influent and existing 20-inch back wash line though concrete wall and underground 20-feet outside of building to be ready for future expansion. For modification to happen stairs and HVAC will need to be modified to accommodate new epoxy coated steel piping and piping supports.

Schedule:

We are anticipating the work will take approximately four weeks to complete once the materials have been delivered. It is anticipated that we will require the South Plant to be shut down for approximately five days. We are assuming this work will occur after October of 2023 and Prior to March of 2024. We understand that it is difficult to have a plant shutdown and will work closely with you on the timing of the project. The start of work will depend on the signing of contract and on delivery times.

Total cost: \$178,000

Price brake down

1. 30-inch and 20-inch pipe supply and installation – \$131200.
2. Concrete piping supports demo and installation - \$15800.
3. Stair and HVAC modifications - \$6500.
4. Wall cutting/coring, underground excavation, and excavation backfill - \$24500.

Due to fluctuating material pricing this quote will only be good for 30 days.

Payment terms: Full payment for 100% of material delivered, and for 100% labor furnished shall be due payable net 30 days after submitted pay request or invoiced.

Schedule conditions: Total cost is based on WESCO performing its work a onetime move in with unrestricted, uninterrupted access for the duration of WESCO's work per a mutually agreed schedule.

Exclusions

- Any item not specifically included in SCOPE OF WORK above.
- Permits
- Process programing
- Electrical
- Bypass pumping

- Repairs/relocation of unknown conflicting underground utility's

- Exploratory potholing or concrete x-ray

Acceptance: This proposal shall constitute as a Contact when executed by party below

BY _____ Title _____ Date _____



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 7

SUBJECT: Augst Operations and Maintenance Report

STAFF: Darrell Larson, Plant Superintendent/ Bryan Beberniss, Chief Operator

ACTION REQUEST: None, informational item

Carter Lake Reservoir

- The Lake level as of 8/31/23 was ~108,500 acre-ft (information provided by northernwater.org)

Flows

- The average daily demand for August was 24.1 MGD, down from 27.1 in 2022.

North Plant

- One of the CIP recirc pumps failed, Rocky Mountain Electric installed a new motor saver in the CIP panel to fix the problem.
- We had a power outage on August 18th, during the outage the magnetic pickup failed on the generator causing the plant to not have power for 3 hours until the power was returned by REA, the magnetic pickup was ordered and replaced to avoid problems in the future. The backup UPS was also damaged during the power outage, it will be serviced during the next plant shutdown.

South Plant

- Andrew from LSI came up to make changes to the program so a filter can wash without the clarifier washing. This needs to be done so we can remove a clarifier for the trial.
- The south plant was shut down for a short period of time on August 20th, due to problems with the PLC's communication. Ted from LSI was able to resolve the issues, but further maintenance will be scheduled during the next plant shutdown.

Dry Creek

- We are waiting for Solitude Lake Management to receive the product for trial. Once they receive the product, they will conduct jar testing to see if it is the right product for our application.

End of Report

AGENDA ITEM SUMMARY

ITEM NUMBER: 8

SUBJECT: August 2023 Water Quality Report

STAFF: Darrell Larson, Plant Superintendent

ACTION REQUEST: None, informational item.

CLFP Finished Water Quality Summary					
All parameters were within acceptable limits					
Test Parameter/Sample Location	Units of Measure	CLFP Goal	Average of Results		Regulated Level (MCL)
			Avg.	Low	
Free Chlorine – Mariana Pumphouse	mg/L	1.2	1.2	1.1	0.2 - 4.0
Free Chlorine – 7 MG Tank	mg/L	1.2	1.3	1.2	0.2 - 4.0
pH – Mariana Pumphouse	su	7.4	7.4		TT
pH – 7 MG Tank	su	7.4	7.5		TT
Fluoride – North Plant Clearwell	mg/L	0.8	0.7		4
Fluoride – 7 MG Tank	mg/l	0.8	0.7		4
Orthophosphate – Mariana Pumphouse	mg/L	0.2	.21		n/a
Orthophosphate – 7 MG Tank	mg/L	0.2	.23		n/a
TOC – North Plant CFE	mg/L	< 2.0	O/S		n/a
TOC – South Plant Clearwell	mg/L	< 2.0	O/S		n/a
Chlorite – North Plant Clearwell	mg/L	< 0.5	.51		1.0 mg/L
Chlorite – 7 MG Tank	mg/L	< 0.5	.41		1.0 mg/L
Chlorine Dioxide – North Plant Clearwell	mg/L	n/a	.25		0.8 mg/L
Chlorine Dioxide – 7 MG Tank	mg/L	n/a	0		0.8 mg/L
Combined Temperature	°F	n/a	52		n/a

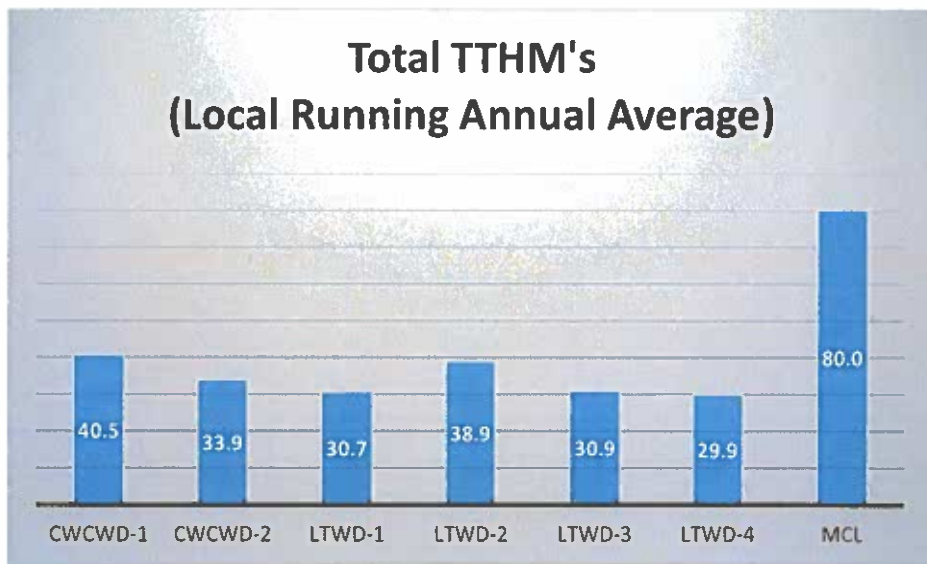
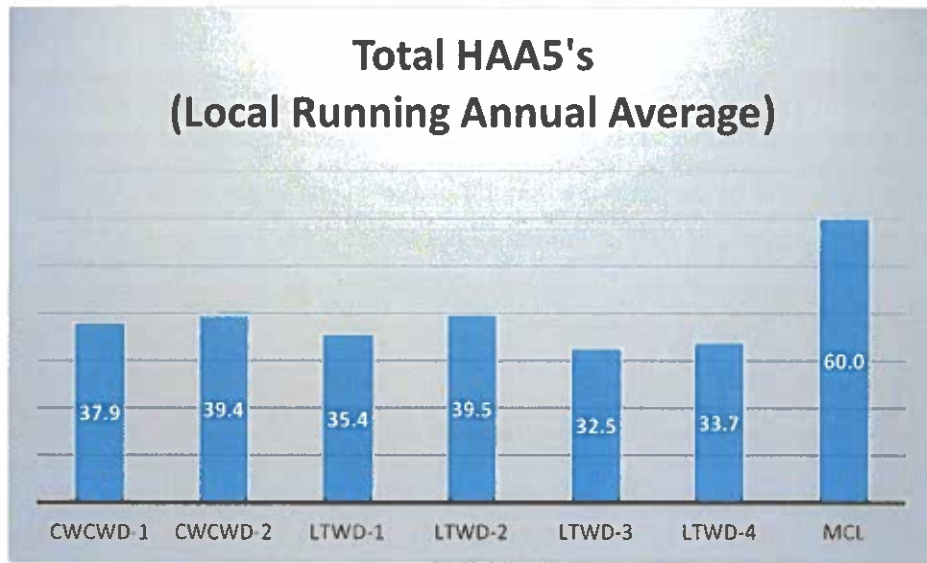
TOC Analyzer Out of Service – The analyzer is down for repairs.

Disinfection Byproduct Testing - The Districts performed testing for the 3rd quarter of 2023 in August. Some of the results were elevated, likely due to the quality of water from Carter Lake when the top intake gate was being used.

The attached charts display the Local Running Annual Averages for each sample site for your information.



Carter Lake Filter Plant



MCL = Maximum contaminant level

End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 9

SUBJECT: Proposed Capital Improvements for 2024

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: No action requested at this time, discussion item.

The Proposed 2024 Capital Improvement Plan is attached on the next page for your review and for discussion. I will be meeting with Stan and Amber on September 18th for discussion and feedback.

Chlorine Scrubber Replacement (North Plant) – Due to the fact that we use chlorine gas for disinfection and house cylinders on-site, we are required to mitigate the risk of chlorine entering the atmosphere. We own two chlorine scrubbers, one at each facility. The South Plant scrubber was replaced with a dry media scrubber in 2014. The North Plant scrubber was installed during construction of the facility in 2006. At this time, both scrubbers are performing well.

For context, the North Plant scrubber system was designed to use Caustic Soda as the neutralizing agent for chlorine. During the years after the scrubber was installed there was concern about the caustic solution hardening up because it was not regularly turned over. In 2015, we installed bulk caustic soda tanks as part of the Clearlogx feed system project which has allowed us to regularly turn over the caustic in the scrubber and replace it with fresh solution. This has been effective. The condition of the scrubber will continue to be evaluated on a regular basis.

Filter Rehabilitation (South Plant) – For 2024, I included \$110,000 for the clarifier media removal from 10 filters. This project was approved by the CDPHE in 2023 and work must commence prior to 6/6/24 or a new approval will be required. The most recent major filter work is listed in the table below:

Filter #	Year of Media Replacement	Other Work Performed during Project
14	2017	New underdrains, in-house coating repair
15	2017	New underdrains, in-house coating repair
16	2019	New underdrains, new professional coating
17	2012	Underdrain supports installed, in-house coating repair
18	2012	Underdrain supports installed, in-house coating repair
19	2016	New underdrains, new professional coating
20	2016	New underdrains, new professional coating
21	2019	New underdrains, new professional coating
22	2019	New underdrains, new professional coating
23	2019	New underdrains, new professional coating

I estimate around the year 2027 that Filters 17 & 18 should be re-coated, new underdrains and new media installed. In the industry we generally expect 15 – 20 years from filter media before replacement is needed. Currently, both filters are performing well. There are some minor repairs to the coating systems and topping off the media which will be performed in-house during the upcoming off-season.



Carter Lake Filter Plant

Plant Expansion Design – Design of the project continues into 2024, the total contract amount with NEC is: \$1,964,356. For 2024, I have included an additional \$35,000 for the control system and electrical design integration intended to allow for a smooth transition of the existing control system with the expansion project.

Plant Expansion Construction – The estimate provided by NEC is \$45 million. This includes the cost of administration on the construction project.

Storage Tank Painting – The East and West 5 MG storage tanks interior and exterior should be re-coated later this decade, preferably after completion of the Pre-Treatment/Expansion Project.

Membrane Rehabilitation –The first set of modules at the North Plant lasted between 7 - 8 years, the second set from Modesto lasted between 6 - 7 years. The most recent replacement module dates are included in the table below:

Cell #	Year of Module Replacement
1	2021-22
2	2021-22
3	2021
4	2021
5	2021
6	2021
SC1	2016
SC2	2016

The modules located in Secondary Cells 1 & 2 have been in production for seven seasons. We suspect there is fouling that has occurred which limits their production capability. A membrane autopsy will be performed this off-season to determine if replacement of modules next year is necessary or if we can extend their lives using specialty chemical cleans.

Prior to the next replacement of modules, additional parts should be evaluated for replacement, including header gaskets, clovers and clips, and clover isolation valves. The cells may also require recoating of concrete surfaces.

Vehicles & Equipment

- Staff have requested to replace the 1997 F-150 with a new vehicle for 2024.
- The SCADA system software is due for upgrade. I have previously discussed this item with the Board in prior years and there has been some back and forth with the software manufacturer regarding the 32-bit supported system since that time. We have not invested money into upgrading the 32-bit system because there was uncertainty if this system would be supported or not. I recently was notified by LSI that Iconics announced the current software will not be supported beyond 2023. LSI has provided a proposal to upgrade the software and the computers for: \$96,300. A good portion of the cost associated with this project is to convert our existing alarm, trending, and reporting configurations to be compatible with a 64-bit operating system. I would like to move forward with this project relatively soon so that LSI can get moving with the ordering of equipment for an early 2024 upgrade. (LSI's proposal is attached)



Carter Lake Filter Plant

Storage Building – This item is no longer needed as additional spaces will be designed into the South Plant Expansion for equipment storage.

Dry Creek Treatment – The cost for using copper sulfate in 2023 was: \$53,749 per application from Solitude Lake Management. I'm estimating up to 3 applications may be needed in 2024 and this is a rough estimate.

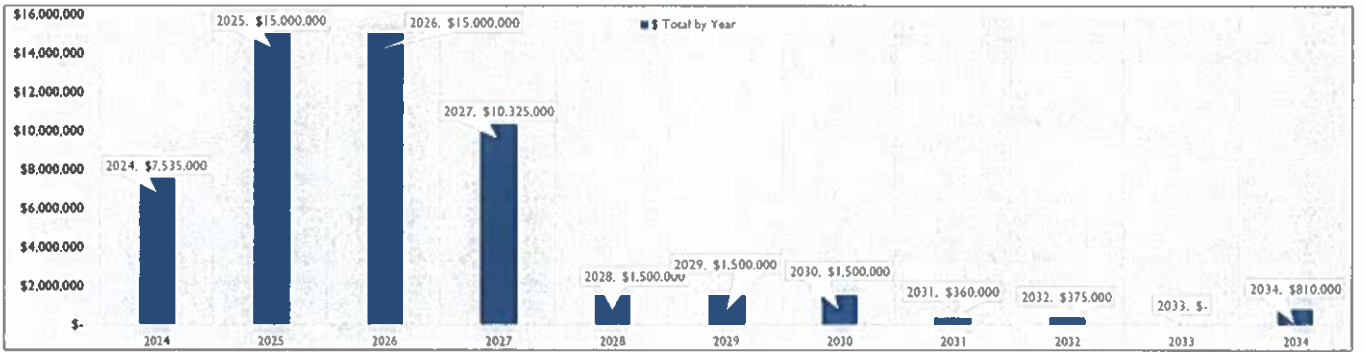
End of Report



WORKING Joint Capital Improvement Plan

Last Updated: September 8, 2023

Project Name	Location	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Est. Total
Chlorine Scrubber Replacement	North Plant		TBD										\$ -
Filter Rehabilitation	South Plant	\$ 110,000			\$ 325,000				\$ 360,000	\$ 375,000		\$ 810,000	\$ 1,980,000
Plant Expansion Design	Both Plants	\$ 1,000,000											\$ 1,000,000
Plant Expansion Construction	Both Plants	\$ 5,000,000	\$ 15,000,000	\$ 15,000,000	\$ 10,000,000								\$45,000,000
West 5 MG Tank Painting	Tank Site					TBD							\$ -
East 5 MG Tank Painting	Tank Site					TBD							\$ -
Membrane Rehabilitation	North Plant	\$ 600,000				\$ 1,500,000	\$ 1,500,000	\$ 1,500,000					\$ 5,100,000
Vehicles & Equipment	Both Plants	\$ 150,000											\$ 150,000
Algal Mitigation	Dry Creek	\$ 175,000	TBD	TBD	TBD								\$ 175,000
Low Flow Pump	Dry Creek	\$ 500,000											\$ 500,000
Subtotal		\$ 7,535,000	\$15,000,000	\$ 15,000,000	\$10,325,000	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	\$ 360,000	\$ 375,000	\$ -	\$ 810,000	\$53,905,000





Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 10

SUBJECT: Manager's Report

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: None, informational item.

Safety Training – August's safety training class was concerning the Lockout/Tagout safety policy and included an exercise to properly lockout a piece of equipment.

Staff Update

1. Hired Chris Vaughn of Berthoud for the Operator Assistant position, his first day of work was August 14th. I gave Chris an orientation of the Plant and went over the Employee Handbook and Safety Manual with him. Chris is training with Bryan on the day shift and is preparing to take his Class D certification exam.
2. Performance Reviews – 1 review given in August. 2 upcoming in September.
3. Sandy has an on-going medical issue. Due to this, she missed a week of work in August. She has since returned to work.
4. Bereavement leave – Ashley lost her father in August and will take some time away in September for a memorial service.

Fire Mitigation – Staff have made additional efforts towards cutting the grass and weeds on the property. It has been a challenge this year due to being short-handed for much of the growing season.

Wildlife - We had a bear on-site on a few occasions this month near the vehicles and in the trash cans. Have requested replacement dumpsters from our service provider to keep the bear out.

Telephone System Redundancy – Signed an agreement with Clearly to bring in two voice-over IP lines to replace two of four telephone lines. There will be a monthly cost savings to the Plant, about \$75 per month in service fees.

Cybersecurity – took some time in August to review our cybersecurity measures in place. There are some improvements we can make, and I will be presenting this with the 2024 Budget Proposal as it will likely have some impact on next year's budget.

TAP FEE AGREEMENTS

ITEM NO. 7A

SEPTEMBER 21, 2023

Summary:

The following have applied for new meter sets and need Board execution on the Tap Fee Agreement.

	OWNER	TAP SIZE	LOCATION
1	Firestone Cattle Ranch LP	Budget 5/8"	CR 19/22-24
2	Bella Farms LLC	No Taps	Water Main Ext Contract
3	US Army Corps of Engineers	2" upsize	CR 9 & 22
4			

District taps sold in 2023:

	Qtr	Budget	5/8"	3/4"	1"	1.5"	2"		Qtr	Budget	5/8"	3/4"	1"	1.5"	2"
January	0	1	0	0	0	0	0	July	1	0	1	0	0	0	0
February	0	0	1	0	0	0	0	August	0	1	0	0	0	0	0
March	4	0	0	0	0	0	0	September							
April	0	0	1	0	0	0	0	October							
May	0	1	0	0	0	0	0	November							
June	1	0	0	0	0	0	0	December							
TOTAL	5	2	2	0	0	0	0	TOTAL	6	3	3	0	0	0	0

The following taps have been purchased in the Towns for 2023:

TOWN TAPS	5/8"	3/4"	1"	1.5"	2"	3"
Dacono	47					
Firestone				1		
Frederick						
Kersey	1					
TOTAL	48			1		

Dacono = used 42 prepaid taps; 88 Prepaid Taps remain

SOLD HISTORY	2023	2022	2021	2020	2019	2018
CW Quarter	6	9	3	0	0	0
CW Budget	2	7	23	36	27	25
CW 5/8"	3	7	17	16	35	47
CW 3/4"	0	0	1	1	4	5
CW 1"	0	0	0	0	1	3
CW 2"	0	0	0	1	1	1
CW 4"	0	0	0	0	0	1
SOLD HISTORY	2023	2022	2021	2020	2019	2018
TOWN 5/8"	41	229	389	410	373	162
TOWN 3/4"	0	1	8	6	2	7
TOWN 1"	0	2	10	1	7	4
TOWN 1.5"	0	2	4	1	10	24
TOWN 2"	0	0	0	2	2	0
TOWN 3"+	0	0	0	0	0	1

BOARD ACTION SUGGESTED: Approve Tap Fee Agreements.

SDA 2023 REVISION CHANGES

ITEM NO. 7B

SEPTEMBER 21, 2023

Background Summary:

The new SDA Board Member Manual has been received with new and revised items for 2023. One key item is for Board Meeting Voting:

..."A Director is required to devote his/her personal attention to matters of the District. Such attention requires a Director's own individual vote; proxy voting is not permissible. The Chairman/President can make motions and is required to vote."

BOARD ACTION:

Information Only.

New and Revised for 2023

Chapter I—Board Membership, District Filing Requirements, and Metro District Annual Meetings

- » Page 4: Section M, Mandatory Website-Metropolitan Districts
 - The last paragraph of this section is new
- » Page 5: Section P, Annual Meetings of Metropolitan Districts
 - This entire section is new

Chapter II—Conflicts of Interest

- » Page 10: Section A, Disclosure Required
 - A best practice was added to the end of the second paragraph

Chapter III—Board Meetings

- » Page 12: Section A, Calling the Meeting-Section 1, Designation of Time and Place
 - A best practice was added to the first paragraph
- » Page 13: Section F, Voting
 - The language of the last sentence was updated to state that the Chairman/President is required to vote
- » Page 14: Section I, Executive Sessions
 - The last paragraph of this section is new
- » Page 14: Section M, Public Comment Required at Metropolitan District Budget Meetings
 - This entire section is new

Chapter IV—Public Records

- » Page 15: Section A, Public Right of Access
 - The language in Number 2 was revised
 - Number 4 was added regarding the transmission of a public record that is available in a digital format
- » Page 15: Section B, Fees
 - In Number 1, language was added about not charging a per-page copying fee for providing records in digital or electronic format
 - In Number 2, language was added to state that a District is not required to have or obtain new software solely for records requests
 - In Number 4, language was added about allowing credit card or electronic payment
- » Page 16: Section E, Denial of Access
 - The first paragraph under the bulleted list is new

Chapter V—Service Plans

- » Page 18: Section D, Metropolitan Districts-Maximum Mill Levy and Maximum Debt Must Be in Service Plan
 - This entire section is new

Chapter VI—Boundary Issues

- » Page 19: Section A, Inclusion-Section 1, Petition for Inclusion
 - In the first paragraph, additional information was added to describe a petition for inclusion
 - In Letter B, language was added to state that the petition described is also filed with the District Board

Chapter VIII—Financial Matters

- » Page 24: Section B, Mill Levy
 - The last paragraph of this section is new
- » Page 26: Section J, Sales Taxes
 - Number 3 was added regarding metropolitan districts with parks and recreation powers

Chapter X—Public Financing

- » Page 30: Section E, Disclosures Prior to Issuing Debt to Metropolitan District Directors
 - This entire section is new

Chapter XII—Contracting

- » Page 32: Section A, Construction Contracts-Section 1, Publication and Bid Requirements
 - The bid threshold amount was changed to \$120,000
 - Information was added about adjusting the threshold amount by the rate of inflation every five years
- » Page 33: Section B, Other Contracts
 - The language regarding service contracts and illegal aliens was removed as the requirements repealed in 2022

Chapter XIV—Personnel Matters

- » Pages 36-37: Section A, Federal and State Employment Laws
 - Additional information was added to Number 9 regarding complaints alleging violations of state pay equity laws
 - Additional information was added to Number 13 regarding the additional reasons for which paid sick leave can be used
 - Additional information was added to Number 19 regarding updates to the Colorado Anti-Discrimination Act
 - Number 26 was added regarding the Job Application Fairness Act
 - Number 27 was added regarding the Protections for Public Workers Act

Chapter XV—Elections

- » Page 40: Section B, Regular Elections
 - The language here was revised to state that regular elections are held in odd-numbered years

Chapter II

Conflicts of Interest

The Colorado statutes establish a code of ethics for all local government officials and the Special District Act adds standards of conduct that apply only to special district Directors. Public officials can look to these in order to determine whether certain official actions are proper or improper. The holding of a public office is a "public trust" and Directors must carry out their duties for the benefit of the people, not for their own self-interest. The statutory code of ethics attempts to balance the conflicts of a private interest with the public duty.

A. Disclosure Required:

Any Director shall disqualify himself/herself from voting on any issue in which he/she has a conflict of interest, unless such Director has disclosed the conflict of interest as required by law to the Secretary of State and to the Board, §32-1-902(3)(b), C.R.S., and then only to vote if his/her participation is necessary to obtain a quorum or otherwise enable the Board to act. §24-18-109(3)(b), C.R.S.

A Director with a conflict who does not vote shall also refrain from attempting to influence the decisions of other members of the Board in voting on the matter. It is best practice to have the conflicted Board member step out of the meeting during the discussion. §24-18-109(3)(a), C.R.S.

A Director is guilty of failing to disclose a conflict of interest if he/she exercises any substantial discretionary function in connection with a government contract without having given 72 hours' actual advance written notice to the Secretary of State and to the District Board of the existence of a known potential conflicting interest. §18-8-308(1), C.R.S. Failure to disclose a conflict of interest is a class 2 misdemeanor. §18-8-308(3), C.R.S.

B. Proscribed Acts Constituting a Conflict of Interest:

A potential conflict of interest exists when the Director is an executive officer or owns or controls, directly or indirectly, a substantial interest in any nongovernmental entity participating in the transaction. §18-8-308(2), C.R.S.

A District Board member, as a local government official (elected or appointed), or a District employee, shall not:

1. Disclose or use confidential information acquired in the course of his/her official duties in order to further his/her personal financial interests.

2. Accept gifts of substantial value or of substantial economic benefit tantamount to a gift of substantial value, which would tend to improperly influence a "reasonable person" in his/her public position to depart from the faithful and impartial discharge of his/her public duties or which he/she knows or which a reasonable person in his/her position should know under the circumstances is primarily for the purpose of rewarding him/her for official action he/she has taken.
3. Engage in a substantial financial transaction for his/her private business purposes with a person whom he/she inspects or supervises in the course of his/her official duties.
4. Perform an official act directly and substantially affecting its economic benefit, a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.
5. Be interested in any contract made in his/her official capacity or by any body, agency, or Board of which he/she is a member or employee.
6. Be a purchaser at any sale or vendor at any purchase made by him/her in his/her official capacity. §§24-18-104, 24-18-109, 24-18-201, and 24-18-202, C.R.S.

The following exceptions exist which are *not* considered to be conflicts of interest:

1. A Director holding a minority interest in a corporation contracting with the District is not considered "interested" in such contract. §24-18-201(1)(a), C.R.S.;
2. Contracts in which the Director has disclosed a personal interest and has not voted thereon; and
3. A Director may vote, notwithstanding any other prohibition, if participation is necessary to obtain a quorum or otherwise enable the Board to act, and if the Director complies with voluntary disclosure procedures. §24-18-109(3)(b), C.R.S.

"Note" All of these exceptions must be very carefully scrutinized for legal compliance purposes. Perhaps no area offers greater potential exposure to liability than the area of conflicts of interest. Before a Director takes any action which may involve a potential conflict of interest, all legal implications as well as the policy implications and appearance of impropriety should be considered.

Chapter III

Board Meetings

The District's business is conducted in meetings of the Board of Directors, which the public must be given notice of and allowed to attend, with some very limited exceptions.

A. Calling the Meeting:

1. Designation of Time and Place:

The Board must designate and post the time and place for all Board meetings, and also designate a place to post the required 24-hour agenda notices of the meetings. **The best practice is for the Board to adopt a resolution at its first regular meeting each calendar year designating where required 24-hour agenda notices will be posted. §§32-1-903(1),(2) and 24-6-402(2)(c), C.R.S.**

a. Electronic Notice:

A District shall be deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than 24 hours prior to holding the meeting on a public website of the District. The notice must be accessible at no charge to the public. The District shall, to the extent feasible, make the notices searchable by type of meeting, date and time of meeting, agenda contents, and any other category deemed appropriate by the District, and shall consider linking the notices to any appropriate social media accounts of the District. A District that provides notice on a website shall provide the address of the website to the Department of Local Affairs. A District that posts notices on a public website may in its discretion also post a notice by any other means, but is not required to do so. If a District is unable to post a notice on a public website, the District shall post its meeting notices in compliance with Paragraph A1.b below. *§24-6-402(2)(c)(III), C.R.S.*

Special notice must be included in the notice of the decision to undertake any of the following acts: *§32-1-903(3), C.R.S.*

- i. Making a final determination to issue or refund general obligation indebtedness,
- ii. Consolidating the District,
- iii. Dissolving the District,
- iv. Filing a plan for adjustment of debt under federal bankruptcy law,

- v. Entering a private contract with a Director; or
- vi. Not making a scheduled bond payment.

b. 24-Hour Notice (Non-Electronic):

In addition to any other means of full and timely notice, a local public body (District) shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the District no less than 24 hours prior to the holding of the meeting. The public place or places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year. The 24-hour notice must include specific agenda information when possible. *§24-6-402(2)(c)(I), C.R.S.* (Note: This 24-hour posting can be utilized in addition to or in place of posting on a public website. However, this posting of notice is not required if the District posts its meeting notices on its website). *§24-6-402(2)(c)(III), C.R.S.*

c. Requested Notice:

The District must keep a list of all persons requesting notice of all meetings or of meetings when certain specified policies will be discussed, and provide reasonable advance notice to such persons. Once a person has requested individualized notice, they are to be included on the list for two years. What constitutes "reasonable" notice is left to the discretion of the District. Inadvertent failure to provide notice to a listed person will not invalidate the meeting or actions taken at such meeting. *§24-6-402(7), C.R.S.*

d. Change of Regular Meeting and Scheduling of Special Meetings:

When the time, date, or location of a regularly scheduled meeting is changed, or when a special meeting is scheduled, notice of the new meeting time, date, or place must be posted in one of the ways discussed above. *§32-1-903(2), C.R.S.*

2. Notice to Directors:

All Directors must be notified of any regular or special meeting of the Board. *§32-1-903(1), C.R.S.*

B. Location of Meetings:

With the exception of telephonic or electronic as described below, all special and regular Board meetings must be held at locations within the District boundaries, or within the boundaries of any county or counties in which the District is located, or, if outside the county, at a location not greater than 20 miles from the District boundaries, unless (i) the Board adopts a resolution stating the reason for holding the meeting at an alternate location and the date, time, and place of the meeting; and (ii) the proposed change of location appears on the meeting agenda for the meeting at which the resolution is considered. §32-1-903(1), C.R.S.

C. Telephonic or Electronic Meetings:

"Location" means the physical, telephonic, electronic or other virtual place, or combination of such means, where a meeting can be attended. Consequently, special and regular Board meetings can be held in a physical location, or by telephonic or other electronic means. §32-1-903(5), C.R.S.; HB21-1278.

The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting. §32-1-903(3), C.R.S.; HB21-1278.

D. Open to the Public:

All meetings of a quorum, or three or more members (whichever is fewer), of the Board of Directors at which public business is discussed or formal Board action may be taken must be open to the public.

"Meeting" means any kind of gathering convened to discuss public business in person, by telephone, electronically, or by other means of communication. §24-6-402(2)(b), C.R.S.

Open meeting requirements apply to formal meetings of the Board and study sessions. Such requirements do not apply to staff meetings where a quorum of the Board is not present, chance meetings, or social gatherings at which discussion of public business is not the central purpose.

Open meetings must be open to all members of the public, including reporters, attorneys, and any other representatives.

The use of recording devices at open meetings is neither prohibited nor permitted by the Colorado statutes. Many attorneys believe that the Board must allow for video and audio recording of its meetings, but may prescribe rules for the use of recording devices, such as specifying the location where recorders must be positioned and restricting recordings which interrupt or interfere with the conduct of the meeting.

E. Rules of Procedure:

The Board may adopt standard rules of procedure to govern how Board meetings are conducted. Such rules provide desirable order and efficiency and may be included within the District bylaws.

F. Voting:

A quorum (more than one-half of the number of Directors serving on the Board) of the Board must be present before the District may take any official act or vote. A majority of the quorum in attendance is required to pass a measure. §§32-1-103(16) and 32-1-903(2), C.R.S.

A Director is required to devote his/her personal attention to matters of the District. Such attention requires a Director's own individual vote; proxy voting is not permissible.

The Chairman/President can make motions and is required to vote.

G. Attendance:

A Director is required to attend Board meetings. Attendance may be made via telephone conference or other electronic means. As long as the Director is able to hear and be heard, electronic attendance satisfies the attendance requirement. §24-6-402(1)(b), C.R.S.

Any absences should be noted and excused (where appropriate) in the minutes of the meeting.

A Director's office shall be deemed to be vacant if the Director who was duly elected or appointed fails to attend three consecutive regular meetings of the Board without the Board having entered upon its minutes an approval for an additional absence or absences, except that such additional absence or absences shall be excused for temporary mental or physical disability or illness. §32-1-905(1)(g), C.R.S.

H. Minutes:

The Secretary of the Board must keep accurate minutes of all Board meetings. §32-1-902(1), C.R.S.

The minutes shall be kept in a visual text format that may be transmitted electronically and shall be open to public inspection upon request. Districts must keep their Board minutes indefinitely. §§32-1-902(1) and 24-6-402(2)(d)(II), C.R.S.

I. Executive Sessions:

An executive or "closed" session may only be called at a regular or special meeting of the Board (not at a study session) by an affirmative vote of two-thirds of the quorum present. §24-6-402(4), C.R.S.

Executive sessions should be noted on the agenda for all meetings whenever possible.

The Chairman of the Board must announce, and the minutes reflect, one of the following topics of discussion for a valid executive session:

1. Purchase, acquisition, lease, transfer, or sale of any property interest. (Note: Not available where a member of the Board has a personal interest in the transaction.) §24-6-402(4)(a), C.R.S.
2. Conferences with the District's attorney regarding legal advice on specific legal questions. (Notes: The mere presence or participation of an attorney is not sufficient to satisfy this requirement. State the topic of the legal questions in as much detail as possible without disclosing confidential information.) §24-6-402(4)(b), C.R.S.
3. Confidential matters pursuant to state or federal law. (Note: Must announce specific citation to the applicable law.) §24-6-402(4)(c), C.R.S.
4. Security arrangements or investigations. §24-6-402(4)(d), C.R.S.
5. Negotiations. §24-6-402(4)(e), C.R.S.
6. Personnel matters, identifying the person or position to be discussed, except if the employee who is the subject of the executive session has requested an open meeting; or

if the personnel matter involves more than one employee, all of the employees must request an open meeting (Note. Not available to discuss general personnel policies in executive session.) §24-6-402(4)(f), C.R.S.

7. Items concerning mandatory nondisclosure under the Open Records Act §24-6-402(4)(g), C.R.S.
8. Discussion of individual students where public disclosure would adversely affect the person. §24-6-402(4)(h), C.R.S.

Discussions that occur in an executive session shall be electronically recorded, including the specific citation to the Colorado Revised Statutes that authorizes the Board to meet in an executive session and the actual contents of the discussion during the session. §24-6-402(2)(d.5)(II)(A), C.R.S.

Executive session discussions between the Board and the District's attorney regarding specific legal questions are confidential and protected by attorney-client privilege. Therefore, they need not be recorded, electronically or otherwise. If they are not recorded, the attorney must attest that the portion of the discussion not recorded constituted privileged attorney-client communications, either by stating so on the tape or providing a signed statement which will be added to the minutes. §24-6-402(2)(d.5)(II)(B), C.R.S.; *The Colorado Rules of Professional Conduct, Rule 1.6*.

No formal action (vote) may be taken while in executive session. §24-6-402(4), C.R.S.

The District must retain the record of any executive session for at least 90 days. §24-6-402(2)(d.5)(II)(E), C.R.S.

Pro se plaintiffs challenging a local public body's compliance with executive session procedures are not entitled to an award of costs or attorney fees. §§24-6-402(9)(b) and (c), C.R.S.; HB23-1259.

J. Special Meetings/Study Sessions:

Special meetings may include study sessions at which information is presented to the Board, but no official action can be taken by the Board. Special meetings may also be meetings, set outside of

the regular Board meeting schedule, at which the Board takes official action. Special meetings may be conducted after posting notice at least 24 hours before the meeting and must be conducted with a quorum of Directors in attendance. §24-6-402(2)(c)(I), C.R.S. Minutes must be promptly recorded for any meeting at which any formal action occurs or could occur, or at which an executive session occurs, and the minutes are open to public inspection. §24-6-402(2)(d)(II), C.R.S. You may want to check with your legal counsel about the recording of minutes for study sessions.

K. Meetings—Exchange of Emails:

If a quorum of the Board of Directors exchanges electronic mail to discuss pending legislation or other public business among themselves, the electronic mail is subject to the requirements of the Open Meetings Act. Electronic mail communication between the Directors that *does not* relate to the merits or substance of pending legislation or other public business, including electronic mail communication regarding scheduling and availability or electronic mail communication that is sent by a Director for the purpose of forwarding information; responding to an inquiry from an individual who is not a member of the Board of Directors; or posing a question for later discussion by the Board, shall not be considered a "meeting" within the meaning of the Open Meetings Act. §24-6-402(2)(d)(III), C.R.S.; HB21-1025.

L. Resolutions and Motions:

Official action of the Board may be taken in an open meeting through the adoption of a resolution, or by a motion duly made and passed by a majority vote of the Directors present at the meeting and recorded in the minutes.

M. Public Comment Required at Metropolitan District Budget Meetings:

The Board of a metropolitan district must provide a public comment period during the meeting at which the Board adopts the annual budget for the District under the Local Government Budget Law of Colorado. §32-1-903(7), C.R.S.; SB23-110.

Chapter IV

Public Records

The "Open Records Act," §24-72-201, *et seq.*, C.R.S., applies to almost all levels of Colorado governmental entities and requires records to be available to the public, although it takes into account the burdens that may be placed on local governments to respond to requests for public records and incorporates a reasonableness standard for the time and cost of producing the materials.

A. Public Right of Access:

Colorado statutes have established as public policy that all public records should be open for inspection by any person at reasonable times, except as provided by law. §24-72-201, C.R.S.

"Public records" is broadly defined to include most documentation maintained by the District and the correspondence of elected officials, including email, whether maintained in hard copy or electronically in digital media. §24-72-202(6), C.R.S.

The "official custodian" (the District officer or employee responsible for the maintenance, care, and keeping of public records) may establish rules regarding the inspection procedures for such records. §24-72-203(1)(a), C.R.S. Such rules are advisable to maintain a manageable order regarding records and inspection. In practice, typically the Board adopts by resolution a policy for responding to records requests.

The person requesting inspection is entitled to copies or printouts of the District's public records.

Special rules apply to records that are kept digitally.

1. If a public record is stored in a digital format that is neither searchable nor sortable, the custodian shall provide a copy of the public record in a digital format.
2. If a public record is stored in a digital format that is searchable, the custodian shall provide a copy of the public record in a searchable format unless otherwise requested by the requester.
3. If a public record is stored in a digital format that is sortable, the custodian shall provide a copy of the public record in a sortable format. §24-72-203(3.5), C.R.S.
4. If a public record is available in a digital format, the custodian shall transmit a digital copy of the public record in a digital format by electronic mail or by another mutually-agreed upon transmission method if the size of the record prevents transmission by electronic

communication. Except if not technologically feasible, a custodian shall not convert a digital public record into a non-searchable format before transmission. §24-72-203(3.5), C.R.S.

B. Fees:

1. A copying fee not to exceed 25¢ per standard page may be assessed, unless actual costs exceed that amount. But, no per-page copying fee may be charged for providing records in digital or electronic format. §24-72-205(5)(a), C.R.S.
2. If the copying or printout is generated from a computer output other than word processing, the cost of building and maintaining that information system may be offset by charging a reasonable allocation to the person requesting the record. However, the District is not required to have or obtain new software solely to accommodate records requests. §24-72-205(4), C.R.S.
3. A reasonable research and retrieval fee may be charged, but only if the District has adopted and published on their website, or elsewhere, a written policy that includes a specific research and retrieval fee. The fee may not exceed \$33.58 per hour, and no charge may be imposed for the first hour of research and retrieval of public records. §24-72-205(6)(a)(b), C.R.S.
4. Within three working days of receiving the request, the custodian shall notify the record requester that a copy of the record is available but will only be sent once the custodian either receives payment or makes arrangements for receiving payment for all costs and fees associated with the request for and transmission of the public record, unless the custodian has waived all or some of the fees. A custodian of public records must allow the requester to pay with a credit card or electronic payment if the custodian allows the public to pay for any other service or product provided by the custodian by credit card or electronic payment. The custodian may require a requester to pay any service charge or fee imposed by a credit card or electronic payment processor. §§24-72-205(1)(b) and (8), C.R.S.

C. Transmission of Records:

Upon request, the custodian shall transmit a copy of the requested public record by U.S. mail, other delivery service, facsimile, or email. The District cannot charge a transmission fee for transmitting public records via email.

D. Response Time:

1. Records must be provided within three working days, or the custodian must provide the requester with written notice that extenuating circumstances exist and the records cannot be provided within three working days. *§24-72-203(3)(b), C.R.S.*
2. Extenuating circumstances for which the response period can be extended an additional seven working days include:
 - a. The request is broadly stated, encompasses a large category of records, and is without sufficient specificity;
 - b. The request is broadly stated, encompasses a large category of records, and the District is unable to gather the records within three working days because it needs to devote all or substantially all of its resources to meeting an impending deadline or period of peak demand that is unique or not predicted to recur more frequently than once a month; or
 - c. The request involves such a large volume of records that the custodian cannot gather the records without substantially interfering with his other public duties. *§§24-72-203(3)(b)(I) to (III), C.R.S.*

E. Denial of Access:

The Open Records Act permits (and in some cases requires) the official custodian to deny public access and disallow inspection of the following documents or under the following circumstances *§24-72-204(1), C.R.S.*

1. If inspection would be contrary to any state statute;
2. If inspection would be contrary to any federal statute or regulation;
3. If inspection is prohibited by rules promulgated by the Supreme Court or by the Order of any Court;
4. Examinations for employment (except as made available for inspection by the party in interest);
5. Records submitted for applicants or candidates for employment, other than those submitted by applicants or candidates who are finalists for chief executive officer positions (if there are three or fewer applicants or candidates for a chief executive officer position who possess the minimum qualifications, they are all finalists and access to their submitted records may not be denied).
6. Real estate appraisals, until the subject property has been transferred;
7. Email addresses provided by a person to the District;
8. Specialized details of security arrangements or investigations and records of expenditures on security

arrangements or the physical and cyber assets of critical infrastructure;

9. Medical, mental health, sociological, and scholastic achievement data (except as made available for inspection by the party in interest);
10. Personnel files (except as made available for inspection by the party in interest and the District official or employee who has direct supervisory capacity);
11. Trade secrets, privileged information, and confidential information or data;
12. Library records disclosing the identity of a user;
13. Names, home addresses, electronic mail addresses, telephone numbers, and personal financial information of past or present users of public utilities, public facilities, or recreational or cultural services;
14. Election records of any person; or
15. Where disclosure or public access would do substantial injury to public interest. *§24-72-204(6)(a), C.R.S.*

Except for limited circumstances involving requests for confidentiality of certain information in public records, a custodian may not require a requester to provide any form of identification to request or inspect public records. *§24-72-203(1)(a), C.R.S.*

If, after having made reasonable inquiries, it is not technologically or practically feasible to permanently remove information that the custodian is required or allowed to withhold within the requested format; it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format; or if the custodian would be required to purchase software or create additional programming or functionality in its existing software to remove the information, a custodian is not required to produce a public record in a searchable or sortable format. *§24-72-203(3.5), C.R.S.*

The determination of whether a document falls within an enumerated exception can be a difficult task. If denial of access is based upon injury to the public interest, the District may apply to the Court for an Order permitting the District to restrict disclosure. A person seeking permission to examine the document has the right to appear in the Court proceeding. The attorney fees provisions of the "Open Records Act" described in Paragraph F of this chapter do not apply if the Court finds that the custodian in good faith was unable to determine if disclosure was prohibited without a ruling by the Court. *§24-72-204(6)(a), C.R.S.*

Any person denied access may request a written statement of the grounds for denial, which statement shall be furnished forthwith and cite the law or regulation under which access is denied. *§24-72-204(4), C.R.S.* Such person may also apply to the Court for an Order compelling inspection, but must provide at least 14 days written notice prior to filing with the Court. During this 14-day period the official custodian who has denied access must meet with or speak by telephone with the person requesting access to determine if the dispute may be resolved without applying to Court. The meeting may include recourse to any method of dispute resolution agreeable to both parties, with the parties sharing common expenses equally. No meeting to determine whether the dispute can be resolved without applying to Court needs to be held if the person requesting access requires expedited access

Chapter VI

Boundary Issues

A District's initial boundaries are set forth in the service plan. Changes to the boundaries can be made only through specific statutory procedures which are discussed in this chapter.

A. Inclusion:

1. Petition for Inclusion:

The inclusion process (sometimes erroneously referred to as "annexation") is initiated by a petition for inclusion, which is a legal document containing a description of the property and must be signed by the property owners. Such petition may be brought by one of the following three means: §32-1-401, C.R.S.

- a. The fee owner(s) of 100% of any real property capable of being served by the District may file with the District Board a petition for inclusion of that property. §32-1-401(f), C.R.S.
- b. A petition for inclusion may be filed by the lesser of 20% or 200 of the taxpaying electors within a specified area. §32-1-401(2)(a)(i), C.R.S. (This alternative is seldom used since the statutes now provide that the Board may initiate the process.) This petition is also filed with the District Board.
- c. The Board of Directors may adopt a resolution proposing the inclusion of a specific area. §32-1-401(2)(a)(ii), C.R.S. This is the most common method of initiating inclusion of an area with many property owners. No single tract or parcel constituting more than 50% of the total area to be included may be included without the consent of the owner of that parcel.

2. Public Hearing:

The Board shall hear the petition or resolution at a public meeting after publication of notice of the hearing and, in the case of inclusion by election as discussed below, after mailing of notice to all property owners in the proposed inclusion area. §§32-1-401(f)(b) and 32-1-401(2)(b), C.R.S.

3. Decision of Board:

The Board shall grant or deny the petition, or adopt the resolution, in whole or in part, and with or without conditions. §§32-1-401(f)(c) and 32-1-401(2)(c), C.R.S.

The Board shall not grant the petition if a municipality or county has submitted a written objection to the inclusion

and can provide the property with adequate service within a reasonable time and on a comparable basis. §§32-1-401(f)(c) and 32-1-401(2)(c), C.R.S.

If the petition is granted, the Board shall make an Order to that effect and file the same with the Clerk of the District Court requesting issuance of a final Order of Inclusion. §32-1-401(f)(c), C.R.S.

4. Election:

If the inclusion petition was either submitted by the lesser of 20% or 200 of the taxpaying electors, or initiated by the Board, upon granting of the petition or finally adopting the Board resolution, the Board shall make an Order to that effect and file it with the District Court. The District Court shall direct that the question of inclusion be submitted to the eligible electors of the area to be included. Any election shall be held within the area sought to be included. §32-1-401(2)(d), C.R.S.

The timing of an inclusion election may be restricted by TABOR.

5. *Note to Fire Protection Districts:*

The owner of taxable personal property (i.e., leasehold interests in improvements and major equipment) that is situated on real property which has been excluded from a fire protection district may petition to have the personal property included in the fire district by following a series of steps including filing a petition, a public meeting after published notice, approval of the petition, an Order made by the Board, and a Court Order. §32-1-401.5, C.R.S.

6. Recording and Filing of Order of Inclusion:

No inclusion is effective until a certified copy of the District Court's final Order of Inclusion is recorded in the county in which the subject property is located. A copy of the recorded Order shall be filed with the Division of Local Government and the County Assessor for the county in which the subject property is located. §32-1-105, C.R.S.

B. Exclusion:

1. Petition for Exclusion:

Except in the cases of fire protection districts or exclusions involving a municipality (both discussed below), the exclusion (erroneously referred to as "de-annexation") process can only be initiated by a petition for exclusion submitted by the fee

Chapter XII

Contracting

Contracts that the District enters into, including construction contracts, must contain certain language and meet certain statutory requirements. Districts also have additional requirements, such as bidding, publication, retainage, etc., imposed on construction projects.

A. Construction Contracts:

1. Publication and Bid Requirements:

Statutes require that an invitation to bid must be published one time in a newspaper of general circulation within the District boundaries for all construction contracts for work or materials or both of at least \$120,000. Beginning July 1, 2028, and each five years thereafter, this threshold amount will be adjusted by the rate of inflation. The District may reject any and all bids, and if it appears that the District can perform the work or secure material for less than the lowest bid, it may do so. §32-1-1001(1)(d)(i), C.R.S.; HB23-1023

It is recommended that an invitation for bids package be issued which includes a project description, all contractual terms and conditions, specifications, forms of bonds to be supplied, and other documents.

2. Integrated Project Delivery ("IPD"):

Any special district may, as an alternative to §32-1-1001(1)(d)(i), C.R.S., award an IPD contract to a single participating entity for the design, construction, alteration, operation, repair, improvement, demolition, maintenance, or financing, or any combination of these services, for a public project upon a determination that IPD represents a timely or cost effective alternative to a conventional bidding process for the public project. §32-1-1804, C.R.S. An IPD contract is awarded based on a Prequalification and/or a Request for Proposals ("RFP") process. Sections 32-1-1805 and 32-1-1806, C.R.S. require publication of notice which can be accomplished by publishing notice one time in a newspaper of general circulation within the District. The District may accept the proposal that represents the best value to the District. "Best value" does not necessarily mean the low bid. Performance of an IPD contract by the participating entity shall be in compliance with all laws applicable to public projects.

3. Bonds and Retainage:

It is recommended that the District require a Bid Bond (usually in the amount of 5% of the bid amount) to avoid withdrawal of low bids. Bid Bonds are not, however, required by law.

The law does require every contractor awarded a contract for more than \$50,000 to execute a Penal (Payment) Bond, as well as a Performance Bond in the amount of at least one-half of the contract amount. §§38-26-105 and 106, C.R.S. Although not required by statute, a Maintenance Bond guaranteeing the warranty provision of the contract (usually one year) is also recommended and is usually able to be included into a single Performance, Payment, and Warranty Bond.

If a construction contract exceeding \$150,000 is awarded, the District may withhold payment for up to 5% of the value of the entire project. The retainage may be held until the contract is completed satisfactorily and final payment procedures are followed. §24-91-103(1)(a), C.R.S.

4. Appropriations Clause:

The District may not contract for a public works project in an amount in excess of the amount appropriated by the District for the project. All construction contracts must contain clauses stating that the amount of money appropriated is equal to or in excess of the contract amount and, prior to issuing a change order, the District must appropriate funds to cover the costs of the additional work and such funds must be available for expenditure. §24-91-103.6, C.R.S.

5. Final Payment and Claims:

If the amount of the contract awarded exceeds \$150,000, the District shall, not later than ten days before the final settlement is made, publish a notice thereof at least twice in a newspaper of general circulation in any county where the work was contracted for or performed. The date of final settlement should be more than ten days after the second publication. Thereafter, if no claims are made, payment in full to the contractor may be made on the settlement date.

At any time up to and including the time of final settlement for the work contracted to be done, any person that has furnished labor, materials, sustenance, or supplies used or con-

sumed by a contractor or subcontractor, whose claim has not been paid, may file with the District a verified statement of the amount due on account of the claim. Upon the filing of any such claim, the District shall withhold from all payments to said contractor sufficient funds to insure payment of said claim until the claim is withdrawn, paid, or 90 days have passed. §38-26-107(2), C.R.S.

If, within 90 days from the date of settlement, the claimant has not filed a lawsuit to enforce such claim, the funds withheld which are not the subject of suit shall be paid over to the contractor. §38-26-107(3), C.R.S. If a lawsuit is commenced, the District may be able to interplead the claims (deposit the money with the Court) to avoid becoming embroiled in litigation.

The District must make the final payment in accordance with the above procedures within 60 days after the contract is completed satisfactorily and finally accepted by the District. §24-91-103(1)(b), C.R.S.

B. Other Contracts:

1. Publication/Bid Process:

No contract for work or material including a contract for services, regardless of the amount, shall be entered into between the District and a Board member or between the District and the owner of 25% or more of the territory within the District unless an invitation to bid is published and such Board member or owner submits the lowest responsible and responsive bid. §32-1-100(1)(d)(II), C.R.S.

Other contracts for the purchase of vehicles, equipment, non-construction materials, real and other personal property, leases, and advisory and professional services are not subject to statutory publication or bidding requirements, although some comparative review is advisable.

2. Contract Drafting or Review:

Someone in the District (not necessarily always your attorney) should review each contract and should usually have suggested changes, since contracts are normally tendered by the vendor and therefore slanted to their favor unless changes are requested. Assigning an experienced, capable person to review each contract will pay off over time.

C. Intergovernmental Agreements:

Districts may enter into agreements with other special districts or other governmental entities for almost any lawful purpose. *Art. XIV, Sect. 18(2), Colo. Const; §29-1-201, et seq., C.R.S.* Such arrangements are becoming much more prevalent as the benefits and economies of scale have fostered a new era of intergovernmental cooperation.

1. General Intergovernmental Cooperation:

Colorado local governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the parties. Such contracts must set forth the purposes, powers, rights, obligations, and responsibilities of the contracting parties. §29-1-203(1) and (2), C.R.S. Examples are the joint purchase of equipment; construction of jointly owned fire stations; jointly owned water and sewage treatment facilities; the provision of management, bookkeeping, billing, and maintenance services; joint training facilities and programs; joint ownership of hazardous materials handling equipment; etc. Intergovernmental agreements are very common.

2. Creating a Separate Legal Entity:

Local governments may establish separate legal entities through an intergovernmental agreement to provide for the joint exercise or operation of a function, service, or facility, as allowed pursuant to various provisions of Title 29, C.R.S. Regional Water Authorities, Recreation Authorities, and Fire Authorities provide services on a regional basis when consolidation of the special districts is not practically or politically acceptable, or when the service provided is a special regional addition to the underlying services still provided by the contracting entities.

3. Mutual Aid Agreements:

Special provisions apply to a form of intergovernmental agreement most commonly utilized by Districts providing fire protection and ambulance services. Liability associated with such agreements to mutually aid each other is governed by statute and usually attaches to the entity requesting the emergency aid, unless superseded by the agreement.

4. IGA Reporting Requirements:

Within 30 days after receiving a written request from the Division of Local Government, the District must provide the Division of Local Government with a current list of all contracts in effect with other political subdivisions containing the name of the contracting entities, the nature of the contract, and the expiration date. §29-1-205(1), C.R.S.

Within ten days after the execution of a contract establishing a separate governmental entity pursuant to §29-1-204, C.R.S., or an amendment or modification thereof, the District must file a copy with the Division of Local Government. §29-1-205(2), C.R.S.

Chapter XIV

Personnel Matters

Special districts with employees must be aware of certain state and federal laws that govern the employer/employee relationship. Particular concern must be made to the hiring and firing of employees, as well as wage requirements.

A. Federal and State Employment Laws:

The areas of labor, employment, and personnel issues are heavily regulated by the state and federal governments. The Acts of which a District should be aware include, but are not limited to:

1. **The Federal Fair Labor Standards Act ("FLSA")** regulates minimum wage, overtime pay, equal pay, record keeping, and child labor standards.
2. **The Federal Occupational Safety and Health Act ("OSHA")** regulates dangerous conditions in the workplace.
3. **The Federal Americans with Disabilities Act ("ADA")** prohibits discrimination in employment and in the provision of public services and accommodations based on a person's disability.
4. **The Federal Age Discrimination in Employment Act ("ADEA")** prohibits discrimination based on age in employment practices against persons over age 40.
5. **Title VII of the Federal Civil Rights Act** prohibits discrimination in employment based on race or color, religion, sex, pregnancy, national origin, or opposition to discriminatory practices.
6. **Section 1981 of the Federal Civil Rights Act** prohibits discrimination based on race or lineage.
7. **Section 1983 of the Federal Civil Rights Act** prohibits any person, under the color of statute, ordinance, or regulation from depriving another person of the privileges and immunities of the United States Constitution and laws.
8. **The Federal Equal Pay Act** prohibits wage discrimination on the basis of sex for jobs performed under similar working conditions.
9. **The Colorado Equal Pay for Equal Work Act (Title 8, Article 5, Parts 1 and 2, C.R.S.)** prohibits wage discrimination on the basis of gender for jobs performed under similar working conditions and requires transparency in pay and opportunities for promotion and advancement.
10. **The Consolidated Omnibus Budget Reconciliation Act ("COBRA")** generally requires employers to give departing employees the opportunity to continue their health insurance coverage for 18 months at the employee's cost.
11. **The Federal Family and Medical Leave Act of 1993 ("FMLA")** imposes certain affirmative acts regarding employee leave on all employers, including public entities employing 50 or more persons.
12. **The Colorado Family Care Act (Title 8, Article 13.3, Part 2, C.R.S.)** defines the types of family relationships, including civil unions and domestic partnerships, for which an employee may be entitled to take leave to care for a family member, in addition to FMLA.
13. **The Colorado Healthy Families and Workplaces Act ("HFWA") (Title 8, Article 13.3, Part 4, C.R.S.)** requires that each Colorado employer provide paid sick leave for all employees at a rate of one hour per 30 hours worked by the employee, not to exceed 48 hours each year. In 2023, the Colorado General Assembly expanded HFWA to allow employees to use paid sick leave for bereavement leave or to care for a family member whose school, daycare, or similar facility is closed due to inclement weather. *SB23-017*
14. **The Colorado Paid Family and Medical Leave Insurance Act ("FAMLI") (Title 8, Article 13.3, Part 5, C.R.S.)** requires employers to participate in the FAMLI program to collect premiums starting in 2023 for family leave benefits of up to 12 weeks of paid family and medical leave starting in 2024, provide benefits using the same definitions and eligibility; or exercise the local government opt-out option.
15. **Worker Rights Related to a Public Health Emergency ("PHEW") (Title 8, Article 14.4, C.R.S.)** provides that an employer or a contractor shall not discriminate, take adverse action, or retaliate against any worker who raises any reasonable concern about workplace violations of government health or safety rules. PHEW

was amended in 2022 to remove that the worker concern must be related to a public health emergency. SB22-097.

16. **The Uniformed Services Employment and Reemployment Rights Act ("USERRA")** provides employees who are called up for, or volunteer for, active military service with special employee benefits.
17. **The USA PATRIOT Act of 2001** removed previous legal barriers to the federal government conducting wiretapping surveillance of telephone lines and accessing stored voice and email messages.
18. **The Colorado Health Care Coverage Act** (Title 10, Article 16, C.R.S.), which is the state counterpart to COBRA, gives extended health insurance coverage of 180 days to terminated employees.
19. **The Colorado Anti-Discrimination Act ("CADA")** (Title 24, Article 34, Parts 3 through 8, C.R.S.) prohibits discrimination based on disability, race, creed, color, sex, age, marital status, national origin, sexual orientation, or ancestry in employment, housing, public accommodations, and advertising. CADA prohibits unfair employment practices, overlapping with federal law in several areas. There are, however, Colorado-only provisions, including that CADA applies to employers regardless of size and the definition of "employee" includes individuals in domestic service. §§24-34-40(2) and (3), C.R.S. In 2022, CADA was amended to extend the time to file a complaint to 300 days (increased from 180 days) and to allow state-based relief for age discrimination-only claims. HB22-136. In 2023, CADA was further amended to add an updated definition of "harassment" and to reject the severe or pervasive standard used to determine an employer's liability. SB23-172.
20. **The Colorado Youth Employment Opportunity Act of 1971** (Title 8, Article 12, C.R.S.) provides child labor standards.
21. **Colorado laws regarding wages and hours** (Title 8, Articles 4 through 6, and 13, C.R.S.).
22. **The Workers' Compensation Act of Colorado** (Title 8, Articles 40 to 47, C.R.S.) regulates disability and medical benefits of injured workers.
23. **The Colorado Employment Security Act** (Title 8, Articles 70 to 82, C.R.S.) provides for unemployment benefits.
24. **The Colorado Employment Opportunity Act** (§8-2-126, C.R.S.) prohibits the use of consumer credit information for employment purposes unless the information is substantially related to the employee's current or potential job.
25. **The Colorado Law on Effect of Criminal Conviction on Employment Rights** (§24-5-101, C.R.S.) regulates the use of criminal background history in public employment.
26. **In 2023, the Colorado General Assembly passed the Job Application Fairness Act.** Beginning July 1, 2024, employers are prohibited from inquiring about a prospective employee's age, date of birth, and dates of attendance at or date of graduation from an educational institution on an initial employment application. §8-2-131, C.R.S.; SB23-058.

27. **In 2023, the Colorado General Assembly passed the Protections for Public Workers Act** (Article 33 of Title 29, C.R.S.). Beginning July 1, 2024, new state statutory rights are granted to public employees of certain state and local government employers, including special districts. These protections include discussing or expressing views regarding public employee representation or workplace issues. The Colorado Department of Labor and Employment has rulemaking, enforcement, and adjudication authority. SB23-111.

B. Personnel Policy Manuals:

A personnel policy manual can be a useful tool for dealing with reoccurring employment issues. Whether a specific policy is appropriate for a given District depends upon the size of the District, the District's existing policies and procedures, and the decisions made by the Board members. In smaller Districts, some subjects addressed in these policies may be dealt with informally or not at all. In larger Districts, the need for uniform treatment of a larger group of and the dissemination of correct information to all employees may dictate a more comprehensive selection of policies. Because personnel policy manuals have in some cases been construed by the Courts as constituting part of an employee's employment contract, they must be carefully drafted. Personnel policy manuals may be one type of employment record which, with other records, is useful to document compliance with state employment laws, such as the Equal Pay Act, HFWA, and FAMLI.

Typical personnel policy manuals include the following subjects:

1. Working conditions, including work week and hours, attendance, safety, and work environment.
2. Compensation and benefits
3. Leave policies
4. Employment, promotion, and evaluation practices.
5. Layoffs.
6. Rules of conduct.
7. Discipline.
8. Grievances.
9. Employee records.
10. Separation from employment.
11. Specific policies of concern to the District, including drug testing.

C. Drug and Alcohol Testing:

The Federal Highway Administration ("FHA") adopted regulations requiring mandatory drug and alcohol testing for employed drivers with commercial driver's licenses. Drivers of firefighting equipment are exempt. Other organizations employing employees not governed by the FHA requirements may also adopt internal drug and alcohol policies. Qualified legal counsel or consultants should be contacted in formulating such testing policies.

Due to the Colorado Constitutional amendments authorizing the use of marijuana, policies should be carefully drafted with recognition of this as an area of evolving legal consideration.

PETITIONS FOR EXCLUSION

ITEM NO. 7C (1-4)

SEPTEMBER 21, 2023

Background Summary:

Attached for your review is a list of property owners who have completed the Petitions for Exclusion to receive water service from the Town of Frederick. Also attached is a copy of the Resolution granting the Petitions for Exclusion.

BOARD ACTION:

1. Approve the Petitions for Exclusion
2. Adopt the Resolution granting Petitions for Exclusion.

PETITIONS FOR EXCLUSION
Item No. 7C(1-2)
September 21, 2023

CENTRAL WELD COUNTY WATER DISTRICT
LIST OF PETITIONERS FOR EXCLUSION

	Tap #	NAME	MAILING ADDRESS
1		Town of Frederick	PO Box 435 Frederick, CO 80530
2			
3			
4			
5			

PETITIONS FOR EXCLUSION
Item No. 7C(1-2)
September 21, 2023

“RESOLVED that **CENTRAL WELD COUNTY WATER DISTRICT** grant the Petitions for Exclusion of the persons named in the attached sheet of the property described therein for the exclusion of their property from said District. It is resolved that the President and Secretary of the District do any and all things necessary to exclude such property in the District.”

“I hereby certify that the above Resolution was duly and regularly adopted by the Central Weld County Water District at a meeting of the Board of Directors held on September 21, 2023.”

James W. Park, President

(SEAL)

**NOTICE OF MEETING
AND FILING PETITIONS FOR EXCLUSION
TO THE BOARD OF DIRECTORS OF THE CENTRAL WELD COUNTY WATER
DISTRICT, AND TO ALL OTHER PERSONS TO WHOM IT MAY BE OF CONCERN:**

NOTICE IS HEREBY GIVEN that a regular meeting of the Board of Directors of the Central Weld County Water District will be held at 2235 2nd Avenue in Greeley, Colorado, on Thursday the 21st day of September, 2023, at 1:30 P.M. at which meeting the Board will consider Petitions for Exclusion by the following individuals:

**LEGAL DESCRIPTION
IN THE CENTRAL WELD COUNTY WATER DISTRICT**

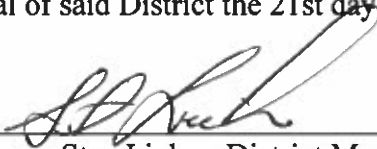
Legal Description	Parcel No.	Name	Address
SE4 NE4 32-2-67 EXC BEG AT E4 COR S89D24'W 335.62' TH N0D0'W 330.03' N89D24'E 5.63' N0D01'W 150.00 NOD03'E 200' N89D24'E 329.85' TH S TO E4 COR POB (.43R)	131132100025	Town of Frederick	PO Box 435 Frederick, CO 80530
20766 NE4 32-2-67 EXC 1A IN NW COR ALSO EXC PT N2NE4 LYING N OF STANLEY DITCH ALSO EXC BEG 30'W OF E LN OF SEC & 127.90' M/L S OF N LN OF SEC S482.10' THENCE TO RIGHT 90D11' 325.69' M/L THENCE ALONG S LN STANLEY DITCH TO BEG (19.5A) ALSO EXC BEG 197.70'N OF E4 COR W130' N145.20' E130' S145.20' TO BEG (.5A) ALSO EXC BEG N0D01'E 342.90' FROM E4 COR OF SEC THENCE S89D58'W 130' S0D01'E 44.2' S89D23'W 200' N0D01'W 150' N89D23'E 330.01' S0D01'E 107.14' TO BEG AND ALSO EXC BEG AT THE E4 COR S89D 24'W 335.62' THENCE S00D 00'E 330.03 N89D 24'E 5.63 N00D W 350.00'THENCE N89D E 329.85 THENCE SOUTH TPOB (.85R 3D)	131132100023	Town of Frederick	PO Box 435 Frederick, CO 80530

Also excepting from all above listed properties included in the District, all railroad and public road right of way and property owned by ditch, canal and reservoir companies. The individuals have prayed in their petition that their land be excluded from the District. The Board will also take up any other business to come before it.

Given under my hand and the seal of said District the 21st day of September, 2023.



(SEAL)



Stan Linker, District Manager

2024 PROPOSED BUDGET

ITEM NO. 7D

SEPTEMBER 21, 2023

Background Summary:

Included for your review is the 2024 Proposed Budget.

BOARD ACTION SUGGESTED:

As appropriate by Board.

2024 BUDGET
Item No. 7D (1-2)
September 21, 2023

ITEMS	ACTUAL TO	PROJECTED	BUDGET	PROPOSED BUDGET
BEGINNING BALANCE	8/31/2023	12/31/2023	2023	2024
Reserves	25,514,600	19,175,000	13,996,117	35,000,000
Restricted	825,000	825,000	825,000	825,000
TOTAL	26,339,600	20,000,000	14,821,117	35,825,000
OPERATING REVENUES:				
Water Service Rates Rec'd	5,874,195	10,500,000	11,000,000	11,000,000
Surcharge Rates Billed	1,396,383	2,605,300	2,400,000	3,200,000
Bulk Water Sales	189,995	250,000	221,000	250,000
Miscellaneous	781,032	110,000	100,000	175,000
TOTAL	8,241,605	13,465,300	13,721,000	14,625,000
Non-Operating Revenues:				
Revenue from Bond	11,862,596	9,900,000	40,000,000	9,750,000
Water Storage Revenue	1,050,000	675,000	1,100,000	1,150,000
Interest	1,155,150	875,000	450,000	950,000
TOTAL	14,067,746	11,450,000	41,550,000	11,850,000
Contributions:				
Tap Fees	691,000	800,000	4,500,000	750,000
Raw Water	4,490,000	2,250,000	300,000	2,000,000
Advance for Construction	330,960	215,000	275,000	275,000
TOTAL	5,511,960	3,265,000	5,075,000	3,025,000
TOTAL REVENUES	27,821,311	28,180,300	60,346,000	29,500,000
OPERATING EXPENSES:				
Salaries	754,736	1,015,000	1,150,000	1,200,000
Overtime/Sick/Bonus pay	0	75,000	100,000	100,000
Office/Warehouse Expense	186,897	309,000	255,000	270,000
Office/Field Utilities	39,907	57,000	35,000	43,000
Professional Fees	218,051	380,000	300,000	250,000
Insurance	265,284	360,000	385,000	398,000
Director Fees/Board Expense	3,382	6,500	7,000	7,000
Payroll Taxes	60,562	82,000	85,000	91,000
Water Assessments	408,186	390,000	425,000	435,000
Operations and Maintenance	1,478,672	1,050,000	1,200,000	1,600,000
Carter Lake Filter Plant	1,332,060	1,700,000	2,100,000	2,100,000
Water Rental	39,200	250	100,000	100,000
Automotive	53,012	101,000	93,000	80,000
Dry Creek Reservoir	33,646	40,000	300,000	55,000
Depreciation	1,650,000	2,200,000	2,100,000	2,532,000
TOTAL	6,523,595	7,765,750	8,635,000	9,261,000
DEBT RETIREMENT:				
Revenue Bond Repayment	928,925	3,511,600	3,507,850	3,510,350
TOTAL	928,925	3,511,600	3,507,850	3,510,350

2024 BUDGET
Item No. 7D (1-2)
September 21, 2023

ITEMS	ACTUAL TO 8/31/2023	PROJECTED 12/31/2023	BUDGET 2023	PROPOSED BUDGET 2024
CAPITAL IMPROVEMENTS:				
New Construction	324,395	500,000	500,000	430,000
Filter Plant	472,104	650,000	1,000,000	4,500,000
Chlorine Booster Station	0	0	500,000	500,000
Frederick 30" WL design/construction	53,813	100,000	2,000,000	2,000,000
Rate Study/Master Plan	0	0	24,000	15,000
SCADA System - Telemetry	0	42,000	75,000	5,000
NISP	2,022,650	1,662,500	3,118,900	3,300,000
GIS/GPS Map Updates	76,072	120,000	123,000	100,000
Windy Gap Firming	0	75,000	75,000	75,000
Easements/Land/Building	84,389	1,010,000	100,000	100,000
Water Rights	13,524,330	18,210,000	1,500,000	1,500,000
Office/Field/Tank Equipment	314,787	160,000	125,000	100,000
TOTAL	16,872,540	22,529,500	9,140,900	12,625,000
TOTAL EXPENSES	24,325,060	33,806,850	21,283,750	25,396,350
			Depreciation	-2,532,000
			Exp less Depr	22,864,350
			Less Revenue	29,500,000
			Exp vs Revenue	6,635,650

CBT PURCHASES

ITEM NO. 7E

SEPTEMBER 21, 2023

The District is purchasing 51 shares of CBT water for \$3,060,000.00 or \$60,000 per share. The NCWCD contract has been approved to then be approved by NCWCD in November 2023.

The District is purchasing 14 shares and 15 shares of CBT water for \$1,595,000.00 or \$55,000 per share. The NCWCD contract has been approved to then be approved by NCWCD in November 2023.

The District is purchasing 2 shares of CBT water for \$110,000.00 or \$55,000 per share. The NCWCD contract has been approved to then be approved by NCWCD in November 2023.

BOARD ACTION SUGGESTED:

- 1) Approve the Corporate Contracts
- 2) Certify the Base Water Supply Affidavit forms.
- 3) Approve the Base Water Supply Affidavit Class BC forms

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

Applicant, **Central Weld County Water District**, a Corporation, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **51** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

2235 2nd Ave. Greeley, CO 80631

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure to the

benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

- 7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
- 8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
- 9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

CENTRAL WELD COUNTY WATER DISTRICT

(Name of Applicant)

ATTEST:

By: _____

(Signature of Authorized Officer)

District Manager
(Title)

President
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for 51 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____

President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____

Secretary

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

With respect to the application of the **Central Weld County Water District** to change or modify an existing Colorado-Big Thompson (C-BT) Project water allotment contract, or for a new C-BT water allotment contract, the following statements are **true and correct** [check box next to each statement]:

Statements 1 through 4 apply only if the water being transferred is to be used for irrigation purposes.

- 1. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have an existing base water supply that is owned or permanently controlled by the applicant.
- 2. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have a history of irrigation with a base water supply.
- 3. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and none of the base water supply associated with those lands, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the Northern Colorado Water Conservancy District (District) after February 14, 1997.
- 4. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used on those lands has been sold or permanently transferred for use on other lands or for other purposes after February 14, 1997.

Statements 5 and 6 apply only if the water being transferred is to be used for purposes other than irrigation.

- 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
- 6. The C-BT water is intended to be used for non-irrigation purposes and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used by the applicant has been sold or permanently transferred for other purposes after February 14, 1997.

For purposes of the above statements, base water supply is defined as any permanent water supply other than water supplies yielded from the C-BT Project.

[Signature] James W. Park, President

[Signature]

[Signature]

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
 Domestic, Industrial, and Irrigation Water Suppliers
 (Class B Contract and Class C Contract)

State of Colorado)
) ss.
 County of Weld)

I, Stan Linker, hereby swear and affirm under oath;

1. The Central Weld County Water District, a governing body of a water activity enterprise ("Applicant"), has applied for a new allotment contract for **51 units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the District Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned Shares or Acre Feet</u>	<u>Average Yield</u>	<u>Firm Yield</u>
<u>CBT</u>	<u>6933</u>	<u> </u>	<u> </u>
<u>Windy Gap</u>	<u>1</u>	<u> </u>	<u> </u>
<u>Greeley/Loveland</u>	<u>1/3</u>	<u> </u>	<u> </u>
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4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract,

and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.



Stan Linker, District Manager

Sworn and affirmed under oath by Stan Linker, District Manager for Central Weld County Water District on _____, 20 ____.

My commission expires: _____

Notary Public

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
 (Corporate Form)

Applicant, **Central Weld County Water District**, a Corporation, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is 2 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

2235 2nd Ave. Greeley, CO 80631

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure to the

benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

- 7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
- 8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
- 9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

CENTRAL WELD COUNTY WATER DISTRICT

(Name of Applicant)

ATTEST:

By: _____
(Signature of Authorized Officer)

District Manager
(Title)

President
(Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for 2 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

With respect to the application of the **Central Weld County Water District** to change or modify an existing Colorado-Big Thompson (C-BT) Project water allotment contract, or for a new C-BT water allotment contract, the following statements are **true and correct** [*check box next to each statement*]:

Statements 1 through 4 apply only if the water being transferred is to be used for irrigation purposes.

- 1. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have an existing base water supply that is owned or permanently controlled by the applicant.
- 2. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have a history of irrigation with a base water supply.
- 3. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and none of the base water supply associated with those lands, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the Northern Colorado Water Conservancy District (District) after February 14, 1997.
- 4. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used on those lands has been sold or permanently transferred for use on other lands or for other purposes after February 14, 1997.

Statements 5 and 6 apply only if the water being transferred is to be used for purposes other than irrigation.

- 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
- 6. The C-BT water is intended to be used for non-irrigation purposes and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used by the applicant has been sold or permanently transferred for other purposes after February 14, 1997.

For purposes of the above statements, base water supply is defined as any permanent water supply other than water supplies yielded from the C-BT Project.

[Signature] James W. Park, President

[Signature]

[Signature]

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
 Domestic, Industrial, and Irrigation Water Suppliers
 (Class B Contract and Class C Contract)

State of Colorado)
) ss.
 County of Weld)

I, Stan Linker, hereby swear and affirm under oath;

1. The Central Weld County Water District, a governing body of a water activity enterprise ("Applicant"), has applied for a new allotment contract for **2 units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the District Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned Shares or Acre Feet</u>	<u>Average Yield</u>	<u>Firm Yield</u>
<u>CBT</u>	<u>6882</u>	<u> </u>	<u> </u>
<u>Windy Gap</u>	<u>1</u>	<u> </u>	<u> </u>
<u>Greeley/Loveland</u>	<u>1/3</u>	<u> </u>	<u> </u>
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4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract.

and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.



Stan Linker, District Manager

Sworn and affirmed under oath by Stan Linker, District Manager for Central Weld County Water District on _____, 20 ____.

My commission expires: _____

Notary Public

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
 (Corporate Form)

Applicant, **Central Weld County Water District**, a Corporation, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **14 acre-feet** to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

2235 2nd Ave. Greeley, CO 80631

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure to the

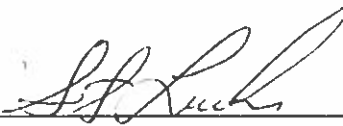
benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

- 7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
- 8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
- 9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

CENTRAL WELD COUNTY WATER DISTRICT

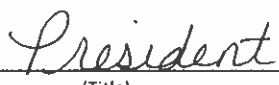
(Name of Applicant)

ATTEST:



District Manager

 (Title)

By: _____
 (Signature of Authorized Officer)


 (Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for 14 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
 Domestic, Industrial, and Irrigation Water Suppliers
 (Class B Contract and Class C Contract)

State of Colorado)
) ss.
 County of Weld)

I, Stan Linker, hereby swear and affirm under oath;

1. The Central Weld County Water District, a governing body of a water activity enterprise (“Applicant”), has applied for a new allotment contract for **14 units** of water from the Colorado-Big Thompson (C-BT) Project (the “Allotment Contract”), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the District Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned Shares or Acre Feet</u>	<u>Average Yield</u>	<u>Firm Yield</u>
<u>CBT</u>	<u>6865</u>	<u> </u>	<u> </u>
<u>Windy Gap</u>	<u>1</u>	<u> </u>	<u> </u>
<u>Greeley/Loveland</u>	<u>1/3</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract,

and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.



Stan Linker, District Manager

Sworn and affirmed under oath by Stan Linker, District Manager for Central Weld County Water District on _____, 20 ____.

My commission expires: _____

Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

With respect to the application of the **Central Weld County Water District** to change or modify an existing Colorado-Big Thompson (C-BT) Project water allotment contract, or for a new C-BT water allotment contract, the following statements are **true and correct** [*check box next to each statement*]:

Statements 1 through 4 apply only if the water being transferred is to be used for irrigation purposes.

- 1. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have an existing base water supply that is owned or permanently controlled by the applicant.
- 2. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have a history of irrigation with a base water supply.
- 3. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and none of the base water supply associated with those lands, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the Northern Colorado Water Conservancy District (District) after February 14, 1997.
- 4. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used on those lands has been sold or permanently transferred for use on other lands or for other purposes after February 14, 1997.

Statements 5 and 6 apply only if the water being transferred is to be used for purposes other than irrigation.

- 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
- 6. The C-BT water is intended to be used for non-irrigation purposes and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used by the applicant has been sold or permanently transferred for other purposes after February 14, 1997.

For purposes of the above statements, base water supply is defined as any permanent water supply other than water supplies yielded from the C-BT Project.

[Signature] James Park, President

[Signature]

[Signature]

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Application To
NORTHERN COLORADO WATER CONSERVANCY DISTRICT
(NORTHERN WATER)
For
WATER ALLOTMENT CONTRACT
(Corporate Form)

Applicant, **Central Weld County Water District**, a Corporation, organized in the State of **Colorado**, and authorized to do business in the State of Colorado, hereby applies to Northern Colorado Water Conservancy District (Northern Water), a political subdivision of the State of Colorado, organized and existing by virtue of Article 45, Title 37, Colorado Revised Statutes, 1973 for an allotment contract for beneficial use of water under the following terms and conditions:

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **15 acre-feet** to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

2235 2nd Ave. Greeley, CO 80631

If payment is not made within ten (10) days after the date of said written notice, Applicant shall have no further right, title, or interest under this contract; and the allotment of water, as herein made, shall be transferred, leased, or otherwise disposed of at the discretion of the Board of Northern Water.

5. As security to Northern Water, the Applicant agrees that the foregoing covenant of annual payments in advance of water delivery will be fully met by annual budget and appropriation of funds from such sources of revenues as may be legally available to said Applicant.
6. Applicant agrees that the water allotment shall be beneficially used for the purposes and in the manner specified herein, and that this agreement is made for the exclusive benefit of the Applicant and shall not inure to the

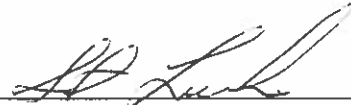
benefit of any successors, assigns, or lessees of said Applicant without prior specific approval of the Board of Northern Water.

- 7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Northern Water; and by the Repayment Contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
- 8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
- 9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.

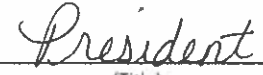
CENTRAL WELD COUNTY WATER DISTRICT

(Name of Applicant)

ATTEST:



 District Manager
 (Title)

By: _____
 (Signature of Authorized Officer)


 (Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for 15 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

I hereby certify that the above Order was entered by the Board of Directors of Northern Colorado Water Conservancy District on the _____ day of _____, A. D. _____.

ATTEST: _____
Secretary

NORTHERN COLORADO WATER CONSERVANCY DISTRICT
AFFIDAVIT OF VERIFICATION OF BASE WATER SUPPLY
 Domestic, Industrial, and Irrigation Water Suppliers
 (Class B Contract and Class C Contract)

State of Colorado)
) ss.
 County of Weld)

I, Stan Linker, hereby swear and affirm under oath;

1. The Central Weld County Water District, a governing body of a water activity enterprise ("Applicant"), has applied for a new allotment contract for **15 units** of water from the Colorado-Big Thompson (C-BT) Project (the "Allotment Contract"), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the District Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned Shares or Acre Feet</u>	<u>Average Yield</u>	<u>Firm Yield</u>
<u>CBT</u>	<u>6880</u>	<u> </u>	<u> </u>
<u>Windy Gap</u>	<u>1</u>	<u> </u>	<u> </u>
<u>Greeley/Loveland</u>	<u>1/3</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

4. The water and water rights described in paragraph 3 above are owned or permanently controlled by the Applicant.
5. I understand that the Board of Directors of Northern Water will rely upon the statements made by me in this Affidavit in considering this application for the Allotment Contract.

and that such statements are subject to the provisions of C.R.S. § 18-8-503 which provides that a person commits perjury in the second degree if, with an intent to mislead a public servant in the performance of his or her duty, that person makes a materially false statement, which that person does not believe to be true, under oath required or authorized by law.

6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.



Stan Linker, District Manager

Sworn and affirmed under oath by Stan Linker, District Manager for Central Weld County Water District on _____, 20 ____.

My commission expires: _____

Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

With respect to the application of the **Central Weld County Water District** to change or modify an existing Colorado-Big Thompson (C-BT) Project water allotment contract, or for a new C-BT water allotment contract, the following statements are **true and correct** [*check box next to each statement*]:

Statements 1 through 4 apply only if the water being transferred is to be used for irrigation purposes.

- 1. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have an existing base water supply that is owned or permanently controlled by the applicant.
- 2. The C-BT water is intended to be used for irrigation purposes and the lands on which the C-BT water will be used have a history of irrigation with a base water supply.
- 3. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and none of the base water supply associated with those lands, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the Northern Colorado Water Conservancy District (District) after February 14, 1997.
- 4. The C-BT water is intended to be used for irrigation purposes on lands that have historically been irrigated with a base water supply and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used on those lands has been sold or permanently transferred for use on other lands or for other purposes after February 14, 1997.

Statements 5 and 6 apply only if the water being transferred is to be used for purposes other than irrigation.

- 5. The C-BT water is intended to be used for non-irrigation purposes and none of the historic base water supply of the applicant, that was not rented or leased, has been sold or permanently transferred for use outside the boundaries of the District after February 14, 1997.
- 6. The C-BT water is intended to be used for non-irrigation purposes and not more than 50% of the base water supply that was owned or permanently controlled and beneficially used by the applicant has been sold or permanently transferred for other purposes after February 14, 1997.

For purposes of the above statements, base water supply is defined as any permanent water supply other than water supplies yielded from the C-BT Project.

[Signature] James Park, President

[Signature]

[Signature]

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

AT&T WATERLINE DAMAGE CLAIM

ITEM NO. 7F

SEPTEMBER 21, 2023

Background Summary:

Attached for your review is the invoice and photos and insurance claim denial for the damages to our 20" line east to CR 19. The denial has been requested to be reopened and assessed again with more explanation given to the insurance representative. The Board will need to discuss alternative options if the denial is not overturned.

BOARD ACTION SUGGESTED:

As appropriate by Board.



RECEIVED

AUG 28 2023

August 22, 2023

Central Weld County Water District
2235 2Nd Ave
Greeley CO 80631

Our Client: AT&T CORP. d/b/a AT&T CO
Our Claim Number: 2307001409-01
Date of Loss: 02/16/2023

Dear Central Weld County Water District,

As you are aware, Sedgwick is the liability claims administrator for AT&T CORP. d/b/a AT&T CO. You have alleged that our client is responsible for damages to water pipe during an AT&T service installation.

We have carefully considered your claim. Based upon the information obtained to date and our investigation, it is our opinion that AT&T would not be held liable for this accident as the damage to the water pipe appears to be a result from a separate unrelated event and there is evidence of repair work at this location and other parties digging near the water pipe which could have caused the damages. Therefore, we must respectfully deny your claim.

Additionally, this letter will serve to advise that the statute of limitations for a property damage claim in Colorado is 2 years from the date of loss. Please independently verify this information, as your state may have revised the statute of limitations for your claim.

Should you have further information that would change our position, please submit this information to our attention.

Sincerely,

SEDGWICK CLAIMS MANAGEMENT SERVICES, INC.

Sarah Murray
Claims Examiner
(847)645-0921
Sarah.Murray@sedgwick.com

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of

Sedgwick manages claims for AT&T®/DIRECTV® on behalf of Old Republic Insurance Company.

Sedgwick | P.O. Box 14512 | Lexington KY 40512-4051 | Phone 855-365-4976 | Fax 859-280-2832



* C 0 0 9 1 3 5 6 7 . 3 4 2 - 1 6 3 2 *



8/22/2023

2307001409-01

562023082208151



Central Weld County Water District

2235 2nd Ave.
Greeley, CO 80631

Invoice

Date	Invoice #
5/23/2023	961

Bill To
AT & T Business Field Services 18494 I-25 Frontage Road Platteville, CO 80651

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
CR 42 Repair	Net 30		5/23/2023			

Quantity	Item Code	Description	Price Each	Amount
1	Maintenance & Rep...	Northern Colorado Constructors - 20inch waterline repair	433,097.00	433,097.00
111	Field MGR	(SM) Field Manager & Vehicle	67.50	7,492.50
63	Field Tech 2	(JB, AM, BW, DC) Field Tech 2 time & vehicle	65.00	4,095.00

Please note Invoice No. on payment. Thank you.	Total	\$444,684.50
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40 minutes till putty sets up.jpg



155-175.jpg



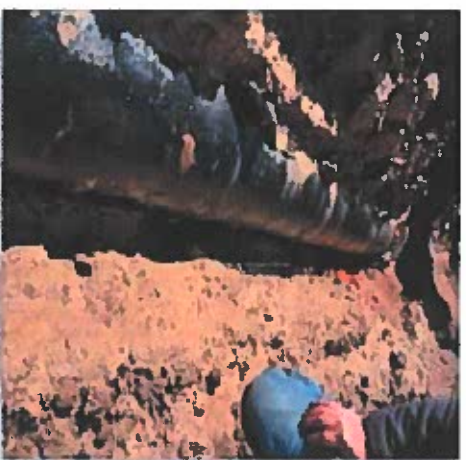
175-185 2 fiber 3 inches away with scrape in tar.jpg



175-185 fiber along pipe with scrape in tar from top.jpg



175-185 looking south at face tar peeled off.jpg



175-185 missing chunks of tar coating.jpg



184 - 205' west painted.djjpg



184' no bare steel along scrape.jjpg



195' west of 19 cleaning area where tar fell off.jjpg



195' west of 19 where tar paper fell off in sheets.jjpg



205-225 painted.djjpg



206-223.jjpg



235 1.jpg



235 2.jpg



235 3.jpg



235 5.jpg



235 just peeled tar coating re applied coating.jpg



235-285 overall cleaned.jpg



245 1 close up.jpg



245 3.jpg



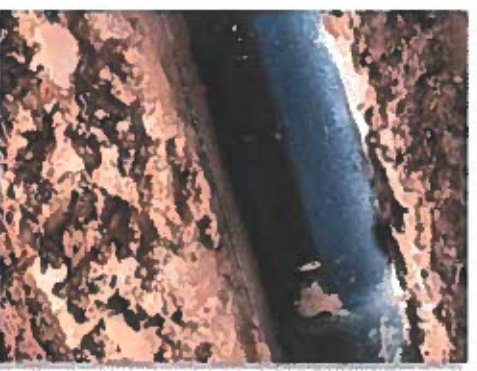
245 4.jpg



245 before tar coating was re-applied.jpg



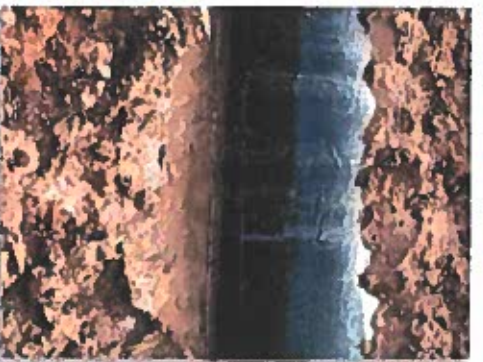
255 1.jpg



265 no damage.jpg



275 2 tar ok.jpg



275 tar ok.jpg



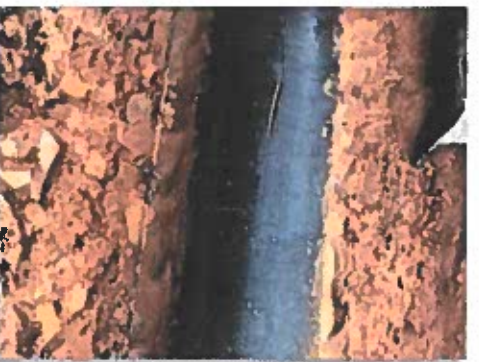
275-255.jpg



285 1.jpg



285 2 ft gouge.jpg



285 after tar coat repaired.jpg



295 1.jpg



295 2.jpg



295 3.jpg



315 2.jpg



315 gouge deep into tar coating but no through to steel.jpg



315-285.jpg



325 2.jpg



325 after tar coating applied.jpg



325-375 overall.jpg



325 3.jpg



325 peeling tar coating.jpg



335 1.jpg



325 4.jpg



325 prep for painting.jpg



335 2.jpg



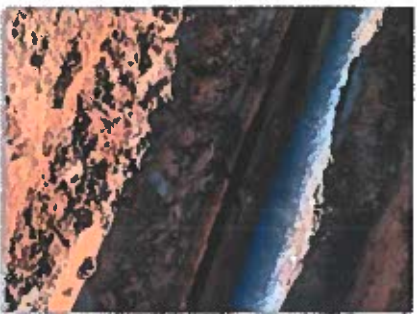
335 peeling tar below the score no bare steel.jpg



345 as found.jpg



345 prep for paint.jpg



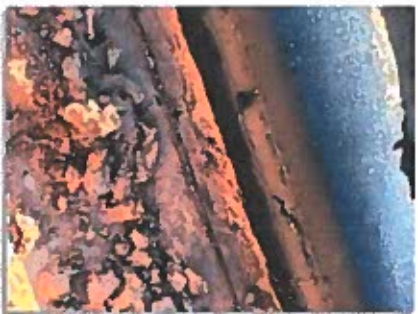
355 1.jpg



355 2.jpg



355 3.jpg



355 as found.jpg



355 prep for paint.jpg



365 1 no damage.jpg



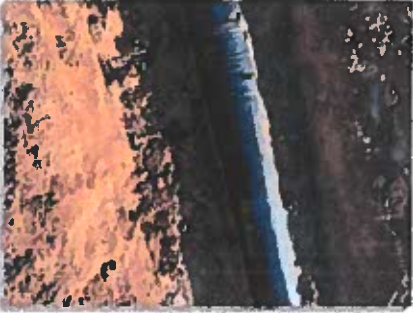
365 2.jpg



365.jpg



365 1.jpg



385.jpg



395 cad weld new test lead.jpg



395.jpg



405 no damage.jpg



415 no damage.jpg



425 no damage.jpg



435 no damage.jpg



445 no damage.jpg



455 ready for sandblast 1.jpg



455 ready for sandblast.jpg



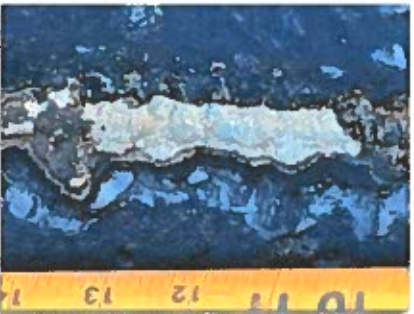
455 sever gauge unknown covering.jpg



475 gauge to bare steel.jpg



475-485 36 inch steel.jpg



475-485 close up 1.jpg



475-485 close up of damage to bare steel.jpg



475-485 damage to steel.jpg



497-517 jib took picture.jpg



475-485 jib pic.jpg



517 unknown irrigation crossing this is how we found crossing unsure if abandoned.jpg



475-485 sewer tar damage into steel.jpg



535-555 un clean no damage.jpg



565 repair needed with a rubber patch.jpg



605 damage 2 dents.jpg



675 no damage.jpg



695 no damage.jpg



695 no damage.jpg



705 n o damage.jpg



775 12' scrape on pipe no damage to steel tar only.jpg



775 begin 12 ft scrape at Socklock on pipe.jpg



775-785.jpg



765 end scare on tar coating.jpg



795 no damage.jpg



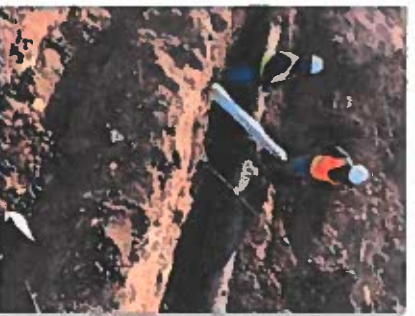
805 repaired chipped tar coating.jpg



805 tar coating chipped away.jpg



820 repaired area where tar chipped off on top of pipe.jpg



875 replaced damaged 8 inch irrigation.jpg



885 no damage.jpg



895 no damage close up.jpg



905 no damage.jpg



915 no damage.jpg



925 no damage.jpg



955 no damage.jpg



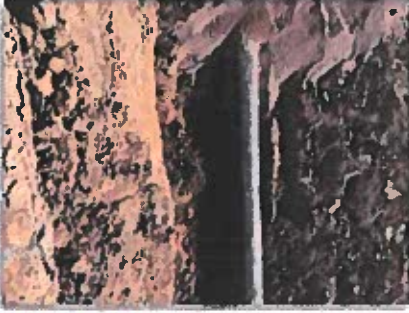
965 no damage.jpg



975 no damage.jpg



985 no damage.jpg



1020 no damage.jpg



1020-1055 no damage.jpg



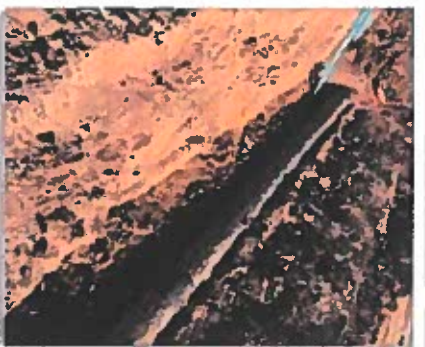
1020-1075 no damage.jpg



1030 no damage.jpg



1055 no damage.jpg



1095 no damage.jpg



1260-1280 removed section of pipe found in trench by couplers.jpg



1260-1280 unknown cad weld appears to be broken test lead.jpg



1260-1280 unknown dresser couplers.jpg



Apply putty to all seams even lateral.jpg



applying putty.jpg



completed.jpg



apply seams on half inch over lap.jpg



Coal Tar Paint used to coat.jpg



painted ready for backfill at 255.jpg



applying epoxy.jpg



Coal Tar Paint used to coat.jpg 1.jpg



pot hole 30' west of 19.jpg



pot hole 1632' west 2 ft off.jpg



pothole 600' west 4 inches off.jpg



prepping the mesh.jpg



putty 2 parts a to 1 part b.jpg



sand blasting complete 455.jpg



sandblasting 455.jpg



warming process to paint 2.jpg



warming process to prep for painting.jpg



warming.jpg

REIMBURSEMENT RESOLUTION

ITEM NO. 7G

SEPTEMBER 21, 2023

Background Summary:

Attached for your review is the reimbursement resolution from Kutak Rock LLP. This document ONLY allows for a reimbursement IF the District spends funds for Water Purchases and/or Line Extension and Tanks for the next 18 months.

The expenditure of funds and the issuance of bonds would both have to be approved by the Board.

Without this authorization, we can't reimburse ourselves if we spend money ahead of financing. If we don't move forward on the expenditures or decide not to reimburse ourselves and to just use reserves, there is no penalty.

BOARD ACTION SUGGESTED:

Approve a **RESOLUTION OF CENTRAL WELD COUNTY WATER DISTRICT, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF THE ISSUANCE OF a tax-exempt financing FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE DISTRICT; GENERALLY IDENTIFYING THE CAPITAL EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.**

RESOLUTION

A RESOLUTION OF CENTRAL WELD COUNTY WATER DISTRICT, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF THE ISSUANCE OF a tax-exempt financing FOR CERTAIN CAPITAL EXPENDITURES UNDERTAKEN OR TO BE UNDERTAKEN BY THE DISTRICT; GENERALLY IDENTIFYING THE CAPITAL EXPENDITURES; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Central Weld County Water District (the “District”), in Weld County, Colorado, is a quasi-municipal corporation duly organized and existing as a water district under the constitution and laws of the State of Colorado, including particularly Title 32 of the Colorado Revised Statutes (“C.R.S.”); and

WHEREAS, the District is acting hereunder by and through the “Central Weld County Water District Water Activity Enterprise” organized under the provisions of Title 37, Article 45.1, C.R.S.; and

WHEREAS, the District is authorized by Title 32, Article 1, C.R.S., to supply water for domestic and other public and private purposes by any available means and provide all necessary or proper reservoirs, treatment works and facilities, equipment and appurtenances incident thereto; and to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs or facilities furnished by the District; and

WHEREAS, the District is authorized by Section 32-1-1101(1)(d), C.R.S., to issue revenue bonds authorized by action of the Board of Directors (the “Board”) without the approval of the electors of the District, such bonds to be issued in the manner provided in Part 4 of Article 35 of Title 31, C.R.S.; and

WHEREAS, pursuant to the provisions of Title 37, Article 45.1, C.R.S. (generally titled the “Water Activity Law”), state and local governmental entities which have their own bonding capacity under applicable law are authorized: (a) to establish or continue to maintain water activity enterprises for the purpose of pursuing or continuing water activities, which includes the diversion, storage, carriage, delivery, distribution, collection, treatment, use, reuse, augmentation, exchange or discharge of water; and (b) to issue or reissue bonds, notes or other obligations payable from the revenues derived or to be derived from the function, service, benefits or facility or from any other available funds of the enterprise, the terms and conditions of such bonds, notes or other obligations to be as set forth in the resolution authorizing the same and, as nearly as practicable, as provided in Part 4 of Article 35 of Title 31, C.R.S., relating to the issuance of water bonds; and

WHEREAS, the District’s water facilities and properties (referred to herein as the “System”) have been and continue to be operated as a “water activity enterprise” within the meaning of the Water Activity Law, and the System is a government owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, the Board has heretofore determined and hereby confirms that the System is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the Board has determined that it is in the best interest of the District to make certain capital expenditures for water acquisition, the construction and installation of distribution lines, and the design and construction of pretreatment System improvements (collectively, the "Project"); and

WHEREAS, the Board currently intends and reasonably expects to participate in a tax-exempt revenue bond financing, including a principal amount which is currently estimated not to exceed \$25,000,000 (the "Financed Amount") (calculated as not to exceed \$10,000,000 for water acquisition and not to exceed \$15,000,000 for Project design and construction costs), to reimburse the District for the portion of such capital expenditures incurred or to be incurred subsequent to a period commencing 60 days prior to the date hereof, and ending prior to the later of 18 months of the date of such capital expenditures or the placing in service of the Project (but in no event more than 3 years after the date of the original expenditure of such moneys); and

WHEREAS, the Board hereby desires to declare its official intent, pursuant to 26 C.F.R. § 1.150-2, to reimburse the District for such capital expenditures with the proceeds of the District's revenue bond financing.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CENTRAL WELD COUNTY WATER DISTRICT, ACTING HEREUNDER BY AND THROUGH THE CENTRAL WELD COUNTY WATER DISTRICT WATER ACTIVITY ENTERPRISE, IN WELD COUNTY, COLORADO:

Section 1. ***Declaration of Official Intent.*** The District shall, presently intends, and reasonably expects to finance a portion of the Project with legally available funds.

Section 2. ***Dates of Capital Expenditures.*** All of the capital expenditures covered by this Resolution were or will be made on and after the date which is 60 days prior to the effective date of this Resolution.

Section 3. ***Issuance of Revenue Bonds.*** The District presently intends and reasonably expects to participate in a revenue bond financing within 18 months of the date of the expenditure of moneys on the Project or the date upon which the Project is placed in service, whichever is later (but in no event more than 3 years after the date of the original expenditure of such moneys), and to allocate from said financing an amount not to exceed the Financed Amount to reimburse the District for its expenditures in connection with the Project.

Section 4. ***Confirmation of Prior Acts.*** All prior acts and doings of the officials, agents and employees of the District which are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. ***Effective Date of Resolution.*** This Resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED at a regular meeting this ____ day of _____, 2023.

[SEAL]

CENTRAL WELD COUNTY WATER DISTRICT

By: _____
President, Board of Directors

Attest:

By: _____
Secretary, Board of Directors

TOWN ADDENDUMS

ITEM NO. 7H

SEPTEMBER 21, 2023

Background Summary:

Attached for your review are the **Addendum to Water Service Agreements** for the following municipalities:

Aristocrat Ranchette Water Project, Town of LaSalle, and Town of Gilcrest

Second Addendum to Water Service Agreement for:

Left Hand Water District and Town of Platteville

Addendum to Agreement between Frederick and Central Weld County Water District concerning domestic potable water service

Addendum to Agreement between the City of Dacono and Central Weld County Water District concerning domestic potable water service

BOARD ACTION SUGGESTED:

Approve the Addendum to Water Service Agreement for Aristocrat Ranchette Water Project, Town of LaSalle, and Town of Gilcrest.

Approve Second Addendum to Water Service Agreement for Left Hand Water District and Town of Platteville.

Approve Addendum to Agreement concerning domestic potable water service between Town of Frederick and Central Weld County Water District and between City of Dacono and Central Weld County Water District.

ADDENDUM TO WATER SERVICE AGREEMENT

THIS ADDENDUM TO WATER SERVICE AGREEMENT (the "Addendum") is dated effective as of the 1st day of November, 2023 (the "**Effective Date**"), by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the "District") and the **ARISTOCRAT RANCHETTE WATER PROJECT, INC.** (the "Corporation"), and amends and supplements the Water Service Agreement (the "Agreement") dated May 27, 1998 between the District and the Corporation. The District and the Corporation may be referred to herein collectively as "the Parties."

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water within Weld County in the State of Colorado; and

B. The Corporation receives its potable water supply exclusively from the District for delivery through the Corporation's water delivery system to water users within the Aristocrat Ranchettes Subdivision under the Agreement; and

C. The Parties desire to amend the amount of raw water requirements in Section 3.01 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements**. Article III entitled "Raw Water," Section 3.01 is hereby amended as follows: The Corporation shall annually provide raw water for treatment and delivery by the District, in the amount of 112% of the total measured potable water usage by the Corporation at the master meter for the previous year, plus any anticipated increases in the Corporation's use (the "Raw Water Requirements") as described in Section 8.04. Raw water provided to the District shall be provided on an actual gallon basis.

The remainder of Section 3.01 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Water Service Agreement to be executed effective the day, month and year first written above.

Remainder of page intentionally left blank – signature page to follow.

**ARISTOCRAT RANCHETTE WATER
PROJECT, INC.**

By: _____
_____, President

_____, Secretary

**CENTRAL WELD COUNTY
WATER DISTRICT:**

ATTEST:

By: _____
President

Secretary

ADDENDUM TO WATER SERVICE AGREEMENT

THIS ADDENDUM TO WATER SERVICE AGREEMENT (the “Addendum”) is dated effective as of the 1st day of November, 2023 (the “**Effective Date**”), by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the “District”) and the **TOWN OF LASALLE** (the “Town”), and amends and supplements the Water Service Agreement (the “Agreement”) dated January 14, 1992 between the District and the Town. The District and the Town may be referred to herein collectively as “the Parties.”

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water within Weld County in the State of Colorado; and

B. The Town receives its potable water supply exclusively from the District for delivery through the Town’s water delivery system to water users within the Town under the Agreement; and

C. The Parties desire to amend the amount of raw water requirements in Section 3.01 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements**. Article III entitled “Raw Water,” Section 3.01 is hereby amended as follows: The Town shall annually provide raw water for treatment and delivery by the District, in the amount of 112% of the total measured potable water usage by the Town at the point(s) of delivery for the previous year, plus anticipated increases in the Town’s use (the “Raw Water Requirements”).

The remainder of Section 3.01 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Water Service Agreement to be executed effective the day, month and year first written above.

Remainder of page intentionally left blank – signature page to follow.

TOWN OF LASALLE

ATTEST:

By: _____
_____, Mayor

_____, Secretary

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary

ADDENDUM TO WATER SERVICE AGREEMENT

THIS ADDENDUM TO WATER SERVICE AGREEMENT (the "Addendum") is dated effective as of the 1st day of November, 2023 (the "**Effective Date**"), by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the "District") and the **TOWN OF GILCREST** (the "Town"), and amends and supplements the Water Service Agreement (the "Agreement") dated March 19, 1992 between the District and the Town. The District and the Town may be referred to herein collectively as "the Parties."

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water within Weld County in the State of Colorado; and

B. The Town receives its potable water supply exclusively from the District for delivery through the Town's water delivery system to water users within the Town under the Agreement; and

C. The Parties desire to amend the amount of raw water requirements in Section 3.01 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements**. Article III entitled "Raw Water," Section 3.01 is hereby amended as follows: The Town shall annually provide raw water for treatment and delivery by the District, in the amount of 112% of the total measured potable water usage by the Town at the master meter for the previous year, plus any anticipated increases in the Town's use (the "Raw Water Requirements") as described in Section 8.04. Raw water provided to the District shall be provided on an actual gallon basis.

The remainder of Section 3.01 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Water Service Agreement to be executed effective the day, month and year first written above.

Remainder of page intentionally left blank – signature page to follow.

TOWN OF GILCREST

ATTEST:

By: _____
_____, Mayor

_____, Secretary

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary

SECOND ADDENDUM TO WATER SERVICE AGREEMENT

THIS SECOND ADDENDUM TO WATER SERVICE AGREEMENT (“Second Addendum”) is dated effective as of the 1st day of November, 2023 (the “**Effective Date**”), by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the “District”) and **LEFT HAND WATER DISTRICT** (“Left Hand”), and amends and supplements the Water Service Agreement (the “Agreement”) dated November 17, 1994 between the District and Left Hand. The District and Left Hand may be referred to herein collectively as “the Parties.”

BACKGROUND

- A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water within Weld County in the State of Colorado; and
- B. Left Hand receives its potable water supply from the District for delivery through Left Hand’s water delivery system to water users within Left Hand under the Agreement; and
- C. The Parties have previously entered into an Addendum to the Agreement (the “Addendum”) dated January 9, 1996; and
- D. The Parties desire to amend the amount of raw water requirements in Section 3.01 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Second Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background.** The foregoing Background provisions constitute substantive terms of this Second Addendum and are incorporated into this Second Addendum by this reference.
2. **Raw Water Requirements.** Article III entitled “Raw Water,” Section 3.01 is hereby amended as follows: Left Hand shall annually provide raw water for treatment and delivery by the District, in the amount of 112% of the total measured potable water usage by Left Hand at the point(s) of delivery for the previous year, plus anticipated increases in Left Hand’s use (the “Raw Water Requirements”).

The remainder of Section 3.01 of the Agreement shall remain unchanged.

Except as modified by this Second Addendum, the Parties reaffirm the Agreement and the Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Addendum to Water Service Agreement to be executed effective the day, month and year first written above.

LEFT HAD WATER DISTRICT

ATTEST:

By: _____
_____, President

_____, Secretary

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary

SECOND ADDENDUM TO WATER SERVICE AGREEMENT

THIS SECOND ADDENDUM TO WATER SERVICE AGREEMENT (“Second Addendum”) is dated effective as of the 1st day of November, 2023 (the “**Effective Date**”), by and between **CENTRAL WELD COUNTY WATER DISTRICT** (the “District”) and the **TOWN OF PLATTEVILLE** (the “Town”), and amends and supplements the Water Service Agreement (the “Agreement”) dated April 14, 1994 between the District and the Town. The District and the Town may be referred to herein collectively as “the Parties.”

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water within Weld County in the State of Colorado; and

B. The Town receives its potable water supply exclusively from the District for delivery through the Town’s water delivery system to water users within the Town under the Agreement; and

C. The Parties have previously entered into an Addendum to the Agreement (the “Addendum”) dated March 19, 1998; and

D. The Parties desire to amend the amount of raw water requirements in Section 3.01 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Second Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Second Addendum and are incorporated into this Second Addendum by this reference.

2. **Raw Water Requirements**. Article III entitled “Raw Water,” Section 3.01 is hereby amended as follows: The Town shall annually provide raw water for treatment and delivery by the District, in the amount of 112% of the total measured potable water usage by the Town at the point(s) of delivery for the previous year, plus any anticipated increases in the Town’s use (the “Raw Water Requirements”) as described in Section 8.04. Raw water provided to the District shall be provided on an actual gallon basis.

The remainder of Section 3.01 of the Agreement shall remain unchanged.

Except as modified by this Second Addendum, the Parties reaffirm the Agreement and the Addendum.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Addendum to Water Service Agreement to be executed effective the day, month and year first written above.

TOWN OF PLATTEVILLE, COLORADO
Acting by and through the Platteville
Water Enterprise

ATTEST:

By: _____
_____, Mayor/Chairman

_____, Town Clerk/Secretary

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary

**ADDENDUM TO AGREEMENT BETWEEN FREDERICK AND CENTRAL WELD
COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER
SERVICE**

THIS ADDENDUM TO AGREEMENT BETWEEN FREDERICK AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE (the "Addendum") is dated effective as of the 1st day of November, 2023 (the "**Effective Date**"), by and between the **TOWN OF FREDERICK** (the "Town") and **CENTRAL WELD COUNTY WATER DISTRICT** (the "District"), and amends and supplements the Agreement Between Frederick and Central Weld County Water District Concerning Domestic Potable Water Service dated October 20, 1988 (the "Agreement") between the Town and the District. The Town and the District may be referred to herein collectively as "the Parties."

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water to the customers of the District for domestic purposes, in the County of Weld, State of Colorado; and

B. The Town receives its potable water supply exclusively from the District for delivery through the Town's water delivery system to water users within the Town under the Agreement; and

C. The Parties have previously entered into and executed various addendums to the Agreement (the "Previous Addendums"); and

D. The Parties desire to amend the amount of raw water requirements in Section 6 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements**. The last sentence of the first paragraph of Section 6 of the Agreement, entitled "Raw Water Requirements" is hereby amended as follows: Said Colorado Big Thompson or Windy Gap water transferred to DISTRICT for treatment and delivery shall be 112% of total water metered at the TOWN's master meter or meters and additional water to provide for normal increase in usage and for anticipated new customers.

The remainder of Section 6 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement and the Previous Addendums.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Agreement Between Frederick and Central Weld County Water District Concerning Domestic Potable Water Service to be executed effective the day, month and year first written above.

TOWN OF FREDERICK

ATTEST:

By: _____
_____, Mayor

_____, Town Clerk

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary

ADDENDUM TO AGREEMENT BETWEEN THE CITY OF DACONO AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE

THIS ADDENDUM TO AGREEMENT BETWEEN THE CITY OF DACONO AND CENTRAL WELD COUNTY WATER DISTRICT CONCERNING DOMESTIC POTABLE WATER SERVICE (the "Addendum") is dated effective as of the 1st day of November, 2023 (the "**Effective Date**"), by and between the **CITY OF DACONO** (the "City") and **CENTRAL WELD COUNTY WATER DISTRICT** (the "District"), and amends and supplements the Agreement Between the City of Dacono and Central Weld County Water District Concerning Domestic Potable Water Service dated November 9, 1987 (the "Agreement") between the City and the District. The City and the District may be referred to herein collectively as "the Parties."

BACKGROUND

A. The District owns, maintains and operates a system for the diversion, supply, storage, and distribution of potable water to the customers of the District for domestic purposes, in the County of Weld, State of Colorado; and

B. The City receives its potable water supply exclusively from the District for delivery through the City's water delivery system to water users within the City under the Agreement; and

C. The Parties have previously entered into and executed various addendums to the Agreement (the "Previous Addendums"); and

D. The Parties desire to amend the amount of raw water requirements in Section 6 of the Agreement.

AGREEMENT:

Now, therefore, in consideration of the foregoing Background provisions and the promises and agreements made in this Addendum, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Background**. The foregoing Background provisions constitute substantive terms of this Addendum and are incorporated into this Addendum by this reference.

2. **Raw Water Requirements**. The last sentence of the first paragraph of Section 6 of the Agreement, entitled "Raw Water Requirements" is hereby amended as follows: Said CBT or WG water transferred to DISTRICT for treatment and delivery shall be 112% of total water metered at the CITY's master meter(s) and additional water to provide for normal increase in usage and for anticipated new customers.

The remainder of Section 6 of the Agreement shall remain unchanged.

Except as modified by this Addendum, the Parties reaffirm the Agreement and the Previous Addendums.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to Agreement Between the City of Dacono and Central Weld County Water District Concerning Domestic Potable Water Service to be executed effective the day, month and year first written above.

CITY OF DACONO

ATTEST:

By: _____
_____, Mayor

_____, City Clerk

CENTRAL WELD COUNTY
WATER DISTRICT:

ATTEST:

By: _____
President

Secretary