

CENTRAL WELD COUNTY WATER DISTRICT

BOARD MEETING AGENDA

2235 2nd Avenue – Greeley, CO
July 20, 2023

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

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

T.Scott Meining, Director
Peter Uirich, 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 MAY 18, 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. Petitions for Inclusion
C. Rate Presentation
D. **Public Hearing** – Rate Increase for the Surcharges, Monthly Detailed Rate Schedule, and Tap Fees subject to District Rules and Regulations
E. Town of Firestone
F.
G.
H.
- ITEM 8: ADJOURNMENT

PUBLIC COMMENT

ITEM NO. 2

JULY 20, 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 (1-4)

JULY 20, 2023

MINUTES FOR CENTRAL WELD COUNTY WATER DISTRICT REGULAR BOARD MEETING MAY 18, 2023

The Regular meeting of the Board of Directors of Central Weld County Water District was held on Thursday, May 18, 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 Strohauser, and Peter Ulrich; Board Members; Stan Linker, District Manager and Roxanne Garcia. Absent: none
Guests Present: none

PUBLIC COMMENTS: None

MINUTES:

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

FINANCIAL REPORTS:

The financial reports were reviewed for the months of April and May. The invoice for D. Chapman was for master meter testing. The ESRI invoice was for the annual license renewal. T. Scott Meining moved and Katie Strohauser 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 May 18, 2023

WINDY GAP REPORT:

Chimney Hollow construction continues at the site and can be monitored via the live stream provided by NCWCD. The Board and Staff took an overlook tour on May 1, 2023.

MANAGER's REPORT:

- 1) Purchased new JCB skid steer. New skid steer will require a new trailer for hauling
- 2) No helicopter applicators for dry chemicals for Dry Creek. R. Whittet at CLFP will look into other option.
- 3) A. Miles turned in his resignation; looking for field replacement
- 4) D. Naibauer, Operations Manager, out 2-3 weeks for rotator cuff surgery
- 5) TimberLine Electric completed work to upgrade firewall and server for telemetry.
- 6) Need to speak to LTWD President about ditch water blending into Dry Creek and the concerns of Central Weld.

CARTER LAKE FILTER PLANT:

The average flows for April was 10.9 MGD. The Filter 23 matter has been settled and concluded. The new pump indication relay was installed for Dry Creek. The new compressor is scheduled to start at North Plant. The South Plant filter gallery painting was completed and filters are ready for the season. The Pretreatment reports have been submitted to CDPHE.

TAP FEE AGREEMENTS:

The Board reviewed the Tap Fee Agreements:

	OWNER	TAP SIZE	LOCATION
1	TJH Properties LLC	Budget 5/8"	CR 53/50-52

Peter Ulrich moved and T. Scott Meining seconded to approve the Tap Fee Agreements. Motion passed.

2023 ELECTION:

T. Scott Meining and Katie Strohauer will serve on the Board based on the election on May 2, 2023 being cancelled. This will be a 4-year term. The Election Official cancelled the election March 1, 2023. Notifications of the cancelled election were transmitted to the Weld Clerk and Recorder's Office and will be transmitted to the Division of Local Government office. Oaths of Office were taken by T. Scott Meining and Katie Strohauer and submitted to Weld County Clerk and Recorder. Albert L. Lind moved and T. Scott Meining seconded to keep the officers the same; James W. Park, President; Albert L. Lind Jr., Vice President; and Katie Strohauer, Sec/Treasurer. Motion passed.

Regular Board Meeting May 18, 2023

CONSUMER CONFIDENCE REPORT FOR TOWNS:

The CCR for calendar year 2022 was transmitted to the municipalities by April 1, 2023. The CCR for district customers was reviewed by the Board. This is transmitted annually to all customers and provided on the website. Peter Ulrich moved and Albert L. Lind seconded to approve the CCR report and distribute prior to June 1, 2023. Motion passed.

At 2:46 pm, Katie Strohauer moved and Peter Ulrich seconded to go into Executive Session citing §24-6-402(4)(e), C.R.S., concerning negotiations for ongoing litigation for the Town of Firestone. Motion passed.

At 2:52 pm, the Board returned from Executive Session.

TOWN OF FIRESTONE:

The Board reviewed the Memorandum of Understanding that was negotiated and signed from the mediation with the Town of Firestone and the District. T. Scott Meining moved and Peter Ulrich seconded to approve the Memorandum of Understanding between the Town of Firestone and Central Weld County Water District. Motion passed.

The Board reviewed the Sixth Addendum to existing Agreement dated May 28, 1974 provided by the Town of Firestone. This addendum outlines the terms and changes agreed upon from the Memorandum of Understanding. The effective date of the terms of the Sixth Addendum is requested as June 1, 2023. The Raw Water Dedication from the Town to the District will be 112%. The District will treat raw water from water supplies available to the Town at Carter Lake Filter Plant. The Town will install and maintain appropriate backflow prevention devices adjacent to the master meters to prevent water from the Town's water treatment plant from entering the District distribution system. Any and all District tap customer's receiving water treatment services from the District, which are subsequently annexed to the Town of Firestone, will remain customers of the District on a retail customer basis and will be served by the District unless and until the property so served is subject to a recorded subdivision plat within the Town of Firestone. In addition, any currently annexed customers of the Town which originally acquired potable water by acquiring a water tap from the District, which are on properties that have not been the subject of a recorded subdivision plat within the Town of Firestone, the District will take back as a retail customer. Any customers located in the Town that are served by the District will be charged the same rates as all other retail customer of the District. There will be no out-of-District surcharge applied to any customer in the Town.

Regular Board Meeting May 18, 2023

TOWN OF FIRESTONE con't:

Water Tap Fees will be paid to the District only for new water taps that are relying on dedication of C-BT or Windy Gap raw water. The District will be paid \$6,000 per tap for the next 150 Single Family Equivalent taps purchased by the Town after the new service agreement is in effect. This rate shall expire 48 months after the effective date of the new service agreement. For taps purchased beyond number 150 or after 48 months, whichever occurs first, the tap fees paid to the District will match the then-current capital investment fee as duly adopted by the District. The Town shall provide the District with a monthly accounting of water taps issued based on a dedication of C-BT or Windy Gap water in the preceding month. The rate for potable water service by the Town to its customers will be set by the Town. Except as modified by this Sixth Addendum, the Agreement shall remain in full force and effect until the parties agree to a new service agreement. Albert L. Lind moved and Katie Strohauer approved the terms of the Sixth Addendum to existing Agreement dated May 28, 1974 only as contingent upon the current litigation between the Town of Firestone and the District being dismissed as resolved before signing by both parties.

DRY CREEK BLENDING:

Beginning in early June, Central Weld County Water District (CWCWD) and Little Thompson Water District (LTWD) will continue the blending of our alternate water source, Dry Creek Reservoir, with our primary water source from Carter Lake Reservoir at the water treatment plant. This will be done at a 10% dilution rate instead of the previous dilution rate that was 20%. While some customers may notice a change in taste or odor, we reassure you it is the same high quality water and is safe to drink. The filter plant will continue the same daily water quality tests it is currently doing. R. Whittet is researching chemical contractors and the District is continuing to look at buggy boats to purchase.

There being no further business to be brought before the Board, the meeting was adjourned at approximately 3:25 P.M.

(SEAL)

Katie Strohauer - Secretary/Treasurer

CURRENT BILLS

ITEM NO. 4A (1-6)

JULY 20, 2023

Background Summary:

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

CURRENT BILLS
ITEM NO. 4A (1-6)
JULY 20, 2023

RECURRING BILLS:

JULY 2023

Aflac	Insurance	959.64
Always An Answer	Answering Service	155.25
Atmos Energy	Office/Field Utilities (est.)	700.00
B&C Refuse	Office/Warehouse maint	88.00
Carter Lake Filter Plant	OP - 167,877.62	167,877.62
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	1,367.08
CorKat	Office Exp	4,949.11
CWCWD Employees	Salaries (est.)	56,000.00
Data Print	UB Bills Postage	1,540.78
First Class Security	Alarm Monitoring (Quarterly)	72.00
First National Bank	Fed/Witholding; Medicare; SS	22,000.00
Greeley Gopher	Office Expense	291.20
JG Cleaning	Office Cleaning	1,000.00
Lincoln National	Retirement: Dist-3,755.15; Emp-4,641.84	8,396.99
NCR Payment Solutions	Office Exp	686.02
Poudre Valley REA	Field Utilities (est.)	250.00
United Power	Field Utilities (est.)	1,100.00
UNCC	M&R	1,006.20
Verizon Wireless	M&R	1,380.29
Xcel Energy	Office/Field Utilities (est.)	1,000.00
Xerox Corporation	Office Exp	580.57
	SUB TOTAL	296,870.18

Ace Hardware	M&R	80.98
Badger Meter	M&R	3,050.37
Bucklen Equip	M&R	443.25
Buckeye Welding	M&R	30.60
Chapman, Don	M&R	9,300.00
Clear Water Solutions	Professional Fees	2,812.50
Fidelity National	Office Exp	180.00
First National Bank	Auto - 62.20; M&R - 49.79; Office - 619.11	731.10
Greeley WinSupply	M&R	140.40
Home Depot	M&R	191.72
InVision	GIS/GPS	1,010.00
Kepner	M&R & Inventory	11,353.96
Lane Law Firm	Professional Fees (est)	3,500.00
LaSalle Oil	Auto Exp	2,200.48
Lohr Inc	M&R	260.00
Lube on the Move	Auto Exp	171.54
Native Auto Glass	Auto Exp	600.54
NOCO Engineering	Professional Fees	29,620.75
Office Depot	Office Exp	83.99
Ottom Electronics	M&R	50.00
Pomps Tire Service	Auto Exp	399.34
Prairie Mnt Media	Office Exp	122.32

CURRENT BILLS
ITEM NO. 4A (1-6)
JULY 20, 2023

Starr & Westbrook	Professional Fees	1,365.00
Stevens Auto	Auto Exp	445.12
Tribune	Office Exp	93.60
Union Colony Insurance	Dry Creek Insurance	10,421.50
Warehouse Supply	M&R	29.08
WEL Consulting	Professional Fees	6,000.00
Weld County Garage	Auto Exp	268.13
Weld County Public Works	NC	403.80
WEX Bank - Fleet	Auto Exp	2,324.60

SUB TOTAL **87,684.67**

TOTAL **384,554.85**

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 JUNE 2023

BEG. BALANCE JUNE 1, 2023	\$	308,478.34
FUNDS TRANSFER	\$	(1,000,000.00)
DEPOSITS	\$	1,860,904.13
SUB TOTAL	\$	1,169,382.47

	Recurring Utilities	
Aflac	Insurance	959.64
Always an Answer	Office Exp	156.00
Atmos Energy	Office/Field Utilities	95.31
B&C Refuse	Office/Whrs	176.00
Carter Lake Filter Plant	OP-163,382.17; Dry Creek-1,125.00; M&R-5,476.08; NC-49,227.78	219,211.03
CEBT	Health Insurance	17,904.02
City of Greeley	Office Utility	193.42
Colorado Dept. of Revenue	Taxes	3,420.00
Comcast	Office Utilities	1,366.98
CorKat Data	Office Exp	4,482.51
CWCWD Employees	Salaries	60,530.42
DataPrint	Office Exp	-
First Class Security	Alarm Monitoring (Quarterly)	-
First National Bank	Fed/Wholding;Medicare; SS	24,410.76
Greeley Gopher	Office Expense	291.20
JG Cleaning	Office Cleaning	1,000.00
Lincoln National	Retirement	8,396.99
NCR Payment Solutions	Office Exp	597.70
Poudre Valley REA	Field Utilities	238.22
United Power	Field Utilities	1,296.51
UNCC	M&R	1,035.87
Verizon Wireless	M&R	1,905.74
Xcel Energy	Office/Field Utilities	861.90
Xerox	Office Exp	633.95
	SUB TOTAL	349,164.17

Ace Hardware	M&R	44.26
Agfinity	Auto Exp	74.26
Badger Meter	M&R	2,762.21
Becker Safety	M&R	116.93
Buckeye Welding	M&R	30.60
Cintas	Office Exp	167.60
Clear Water Solutions	Prof Fees	505.68
Directional Plus	Bulk Water Refund	150.00
DPC Industries	Chlorine Exp	50.00
Ferguson Waterworks	NC	129.22
Town of Firestone	ROW permit	3,560.40
First National bank	M&R - 86.59; Office Exp - 2,182.22	2,268.81
Fort Lupton	ROW permit	120.00
Home Depot	M&R	269.09
InVision GIS	GIS	1,062.50
K&W Printing	Auto Exp	390.00
Kepner	M&R - 60,113.95; Inventory - 25,281.03	85,394.98
Lane Law	Prof Fees	3,759.50
LaSalle Oil	Auto Exp	2,421.30
Lemon's Cooling and Heating	Office/Whrs Exp	381.04

CURRENT BILLS
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JULY 20, 2023

Lohr Inc	M&R	260.00
Metron-Farnier	Inventory	7,300.00
Municipal Treatment	Chlorine Exp	690.72
Northern Colo Constructors	M&R - 84,350.78; NC - 10,717.07; GIS - 8,000; Office - 2,500	105,567.85
NOCO Engineering	Prof Fees	31,343.28
Office Depot	Office Exp	200.74
Ottem Electronics	Chlorine Exp	50.00
Pipestone Equip	M&R	38,995.00
Starr & Westbrook	Prof Fees	6,206.00
Stevens Auto	Auto Exp	173.98
Superior Towing	Auto Exp	283.92
Terminix	Office/Whrs Exp	166.00
TimberLine Electric	M&R	7,972.77
Treatment Technologies	Chlorine Exp	653.75
Warehouse Supply	Auto Exp	292.18
WEL Consulting	Prof Fees	6,000.00
Weld County Clerk & Recorder	Lien Releases	39.00
Weld County Garage	Auto Exp	1,777.98
Weld County Health	Water Samples	477.00
Weld County Planning	NC	848.20
Wex Bank	Auto Exp	2,121.67
Whitesides	M&R	393.47

Denotes Bills paid after Board meeting

Subtotal 315,471.89

BANK BALANCE JUNE 30, 2023

\$ 504,746.41

PAID BILLS MAY 2023

BEG. BALANCE MAY 1, 2023		\$	379,638.67
FUNDS TRANSFER		\$	-
DEPOSITS		\$	968,577.34
SUB TOTAL		\$	1,348,216.01

	Recurring Utilities		
Aflac	Insurance		959.64
Always an Answer	Office Exp		157.50
Atmos Energy	Office/Field Utilities		441.19
B&C Refuse	Office/Whrs		0.00
Carter Lake Filter Plant	OP - 177,987.54; Dry Creek -1,125.00; Pretreatment - 34,568.63; M&R - 50,617.77		264,298.94
CEBT	Health Insurance		37,684.34
City of Greeley	Office Utility		96.79
Colorado Dept. of Revenue	Taxes		3,672.00
Comcast	Office Utilities		1,366.98
CorKat Data	Office Exp		4,693.64
CWCWD Employees	Salaries		70,808.32
DataPrint	Office Exp		3,077.10
First Class Security	Alarm Monitoring (Quarterly)		-
First National Bank	Fed/Witholding;Medicare; SS		26,062.50
Greeley Gopher	Office Expense		291.20
JG Cleaning	Office Cleaning		1,000.00
Lincoln National	Retirement		8,396.99
NCR Payment Solutions	Office Exp		565.44
Poudre Valley REA	Field Utilities		265.20
United Power	Field Utilities		1,344.57
UNCC	M&R		1,244.85
Verizon Wireless	M&R		1,320.72
Xcel Energy	Office/Field Utilities		795.79
Xerox	Office Exp		779.35
	SUB TOTAL		429,323.05

Ace Hardware	M&R		9.99
Badger Meter	M&R		825.92
BDO USA, LLP	2021 Audit		13,446.13
Benitez Tree Service	Office/Whrs Maintenance		2,500.00
Bucklen Equip	M&R		1,223.84
Buckeye Welding	M&R		30.60
Chapman, Don	M&R		6,000.00
Clear Water Solutions	Professional Fees		687.50
Colorado Analytical	Water Samples		440.00
Colorado Rockies	Office Exp		5,820.00
Colorado Special District	Insurance		85.00
Cropper, Justin & Antonia	Water Service Refund		804.23
DataWest	Office Exp		224.30
DPC Industries	M&R		100.00
Energy Management	M&R		4,856.27
ESRI	M&R		10,000.00
Everbridge	Office Exp		3,000.00
First National Bank	Auto - 84.08; M&R - 2,379.61; Office - 10,204.71		12,668.40
Hillside Rental	M&R		178.84
Kepner	M&R & Inventory		16,648.00

CURRENT BILLS
ITEM NO. 4A (1-6)
JULY 20, 2023

Lane Law Firm	Professional Fees	7,505.00
LaSalle Oil	Auto Exp	2,157.69
Lohr Inc	M&R	260.00
Lube on the Move	Auto Exp	234.95
McForms	Office Exp	719.53
Northern Colo Constructors	M&R - 175,370.92; NC - 74,192.58; GIS - 8,000; Office - 2,500	260,063.50
NOCO Engineering	Professional Fees	22,737.00
Northern Colo Water Conservancy	Water Assessments	35,492.45
North Weld Herald	Office Exp	40.00
Office Depot	Office Exp	203.98
Ottem Electronics	M&R	50.00
Pipestone Equipment	M&R	40,050.00
Pulliam Family Trust	CBT Lease	29,200.00
REC Corp	Field Equipment	69,850.00
Scorr Solutions	M&R	733.75
Starr & Westbrook	Professional Fees	5,377.50
TimberLine Electric	M&R	45,203.00
Troutd Plumbing	Office/Whrs Maintenance	100.00
Warehouse Supply	M&R	120.05
WEL Consulting	Professional Fees	6,055.00
Weld County Public Works	NC	1,247.50
Weld County Health	Water Samples	997.00
WEX Bank - Fleet	Auto Exp	2,467.70

Denotes Bills paid after Board meeting

Subtotal 610,414.62

BANK BALANCE MAY 31, 2023

\$ 308,478.34

FUND INVESTMENTS

ITEM NO. 4B (1-2)

JULY 20, 2023

Background Summary:

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

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

FUNDS	
FNBO - Checking Balance	\$ 504,746.41
FNBO - Savings Balance	\$ 4,583,749.54
CD Balance	\$ 495,000.00
Colotrust Balance	\$ 19,291,328.71
CSAFE Balance	<u>\$ 11,755,088.64</u>
TOTAL REVENUE	<u>\$ 36,629,913.30</u>
Less Remaining Expense Balance	\$ 2,304,375.50
Less Bond Payment	<u>\$ 3,507,850.00</u>
PROJECTED EXPENSES	<u>\$ 5,812,225.50</u>

BALANCE:
\$ 30,817,687.80

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	242,129.50	300,000.00	57,870.50
Frederick Waterline Construction	0.00	2,700,000.00	2,700,000.00
CLFP PreTreatment Design	537,516.00	1,200,000.00	662,484.00
CLFP PreTreatment Construction	0.00	0.00	0.00
Eastern Regional Treatment Plant Design	166,696.00	200,000.00	33,304.00
Eastern Regional Treatment Plant Land Purchase	1,000,000.00	1,000,000.00	0.00
	<u>66,732,304.04</u>	<u>69,036,680.00</u>	<u>2,304,375.50</u>

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

FUNDS INVESTMENT SUMMARY:

Name	Beg Balance	Fund Transfers	Interest	Rate	Current Balance
First Nat'l Checking	\$ 308,478.34	\$ 196,268.07			\$ 504,746.41
First Nat'l Savings	\$ 3,574,939.73	\$ 1,000,000.00	\$ 8,809.81	2.39%	\$ 4,583,749.54
CSAFE Bond Series	\$11,704,961.08		\$ 50,127.56	5.03%	\$ 11,755,088.64
Colostrust Prime	\$10,293,757.39		\$ 41,734.73	4.9235%	\$ 10,335,492.12
Colostrust Plus	\$ 27,939.25		\$ 120.22	5.2246%	\$ 28,059.47
Colostrust Assessments	\$ 304,424.79		\$ 1,234.26	4.9235%	\$ 305,659.05
Colostrust NISP	\$ 5,869,261.98		\$ 25,255.09	5.2246%	\$ 5,894,517.07
Colostrust Retirement Fund	\$ 515,780.01		\$ 2,219.39	5.2246%	\$ 517,999.40
Colostrust Water Rights	\$ 2,854.25		\$ 12.28	5.2246%	\$ 2,866.53
Colostrust Bond Series	\$ 73,246.52		\$ 315.16	5.2246%	\$ 73,561.68
Colostrust Flood	\$ 2,124,033.80		\$ 9,139.59	5.2246%	\$ 2,133,173.39
2013 Paid Flood Expenses	\$ (3,335,011.24)				
Accumulated Flood Interest Rec'd	\$ 207,299.24				
Flood Exp vs. Reimbursed	\$ (1,201,837.85)	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	7/20/2023	\$100,000.00	12-month term 0.05% previous 0.20%
First Farm Bank	5/24/2024	\$300,000.00	13-month term 0.10% previous 0.10%
TOTAL		\$495,000.00	

* Interest Quotes will be taken in December for re-investment.

Monthly Revenue Comparison	JUNE 2023	2023 YTD	JUNE 2022	2022 YTD
CBT Water Service Billed	\$ 1,207,298	\$ 5,094,191	\$ 1,415,408	\$ 5,261,257
Raw Water Transfers	\$ -	\$ 4,190,000	\$ -	\$ 27,985
CBT Tap Fees Received	\$ 31,500	\$ 423,500	\$ 81,750	\$ 613,500
Bulk Water Sales	\$ 42,700	\$ 151,170	\$ 35,537	\$ 103,995
MiscWaterSrv - (LHWD, Verizon, Studies,	\$ 4,812	\$ 787,926	\$ 8,552	\$ 670,719
Non-district Tap Fees Received	\$ 69,000	\$ 94,500	\$ 59,000	\$ 645,500
Line Extension	\$ 50,000	\$ 316,960	\$ -	\$ 122,600
TOTALS	\$ 1,405,310	\$ 11,058,247	\$ 1,600,247	\$ 7,445,556

BUDGET REPORT

ITEM NO. 4C (1-4)

JULY 20, 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 (1-4)
July 20, 2023

ITEMS	ACTUAL TO	BUDGET	ACTUAL TO	2023 in Comparison
BEGINNING BALANCE	6/30/2022	2023	6/30/2023	to Prior Year
				2022
Reserves	13,404,444	13,996,117	24,050,025	10,645,581
Restricted	825,000	825,000	825,000	0
TOTAL	14,229,444	14,821,117	24,875,025	10,645,581
REVENUES:				
<u>Operating Revenues:</u>				
Water Service	4,367,100	11,000,000	4,357,717	-9,383
Surcharge Rates Billed	894,160	2,400,000	736,476	-157,684
Bulk Water Sales	103,995	221,000	151,170	47,175
Miscellaneous (30120;30150;30160)	670,720	100,000	787,927	117,207
TOTAL	6,035,975	13,721,000	6,033,290	-2,685
<u>Non-Operating Revenues:</u>				
Revenue from Bond	43,928,705	40,000,000	11,755,088	-32,173,617
Water Storage Revenue	0	1,100,000	1,050,000	1,050,000
Interest	126,077	450,000	842,555	716,478
TOTAL	44,054,782	41,550,000	13,647,643	-30,407,139
<u>Contributions:</u>				
Tap Fees incl. Towns	1,259,000	4,500,000	518,000	-741,000
Raw Water Transfers/Capital Advance for Construction	27,985	300,000	4,190,000	4,162,015
(MM; fire hyd.;etc. pd.for by others)	122,600	275,000	316,960	194,360
TOTAL	1,409,585	5,075,000	5,024,960	3,615,375
TOTAL REVENUES	51,500,342	60,346,000	24,705,893	-26,794,449
<u>OPERATING EXPENSES:</u>				
Salaries	503,969	1,150,000	565,727	61,758
Overtime/Sick/Bonus Pay	0	100,000	0	0
Office/Warehouse Expense	107,331	255,000	151,551	44,220
Office/Field Utilities	27,308	35,000	29,631	2,323
Professional Fees	105,115	300,000	180,730	75,615
Insurance	122,945	385,000	236,836	113,891
Director Fees/Board Expense	3,350	7,000	2,265	-1,085
Payroll Taxes	42,700	85,000	45,128	2,428
Water Assessments	336,633	425,000	408,186	71,553
Operations and Maintenance	585,971	1,200,000	1,187,786	601,815
Carter Lake Filter Plant	844,845	2,100,000	1,078,303	233,458
Water Rental	0	100,000	39,200	39,200
Automotive	46,857	93,000	37,913	-8,944
Dry Creek Reservoir	15,379	300,000	22,471	7,092
Depreciation	1,100,000	2,100,000	1,100,000	0
TOTAL	3,842,403	8,635,000	5,085,727	1,243,324
<u>DEBT RETIREMENT:</u>				
Bond Loan Repayment	968,300	3,507,850	928,925	-39,375
TOTAL	968,300	3,507,850	928,925	-39,375
<u>CAPITAL IMPROVEMENTS:</u>				
Distribution System (new const.)	205,989	500,000	236,887	30,898
Frederick 30" Waterline design	8,825	2,000,000	35,832	27,007
Rate Study/Master Plan	0	24,000	0	0
NISP	1,662,500	3,118,900	2,022,650	360,150
Filter Plant	388,761	1,000,000	369,317	-19,444
GIS/GPS Map Updates	65,533	123,000	59,062	-6,471
Windy Gap Firming	0	75,000	0	0
Chlorine Booster Stations	0	500,000	3,062	3,062
SCADA/Telemetry	0	75,000	0	0
Easements/Land/Building	0	100,000	84,389	84,389
Water Rights	1,502,585	1,500,000	13,524,330	12,021,745
Office/Field/Tank Equipment	82,660	125,000	196,571	113,911
TOTAL	3,916,853	9,140,900	16,532,100	12,615,247
TOTAL EXPENSES	8,727,556	21,283,750	22,546,752	13,819,196

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

BUDGET REPORTS
Item No. 4C (1-4)
July 20, 2023

ITEMS	ACTUAL	BUDGET	ACTUAL TO	OVER OR (UNDER) BUDGET	% OF BUDGET
BEGINNING BALANCE	2022	2023	6/30/2023	2023	2023
Reserves	18,964,174	13,996,117	24,050,025	10,053,908	
Restricted	825,000	825,000	825,000	0	
TOTAL	19,789,174	14,821,117	24,875,025	10,053,908	
REVENUES					
Operating Revenues:					
Water Service	10,412,425	11,000,000	4,357,717	-6,642,283	40%
Surcharge Rates Billed	2,609,596	2,400,000	736,476	-1,663,524	31%
Bulk Water Sales	253,071	221,000	151,170	-69,830	68%
Miscellaneous	110,154	100,000	787,927	687,927	788%
TOTAL	13,385,246	13,721,000	6,033,290	-7,687,710	44%
Non-Operating Revenues:					
Revenue from Bond	27,028,428	40,000,000	11,755,088	-28,244,912	29%
Water Storage Revenue	675,000	1,100,000	1,050,000	-50,000	0%
Interest	942,273	450,000	842,555	392,555	187%
TOTAL	28,645,701	41,550,000	13,647,643	-27,902,357	33%
Contributions					
Tap Fees	3,496,950	4,500,000	518,000	-3,982,000	12%
Raw Water/Capital	2,646,979	300,000	4,190,000	3,890,000	0%
Advance for Construction	222,017	275,000	316,960	41,960	115%
TOTAL	6,365,946	5,075,000	5,024,960	-50,040	99%
TOTAL REVENUES	48,396,893	60,346,000	24,705,893	-35,640,107	41%
OPERATING EXPENSES:					
Salaries	1,008,038	1,150,000	565,727	-584,273	49%
Overtime/Sick/Bonus Pay	75,526	100,000	0	-100,000	0%
Office/Warehouse Expense	263,044	255,000	151,551	-103,449	59%
Office/Field Utilities	53,003	35,000	29,631	-5,369	85%
Professional Fees	349,659	300,000	180,730	-119,270	60%
Insurance	395,341	385,000	236,836	-148,164	62%
Director Fees/Board Expense	12,111	7,000	2,265	-4,735	32%
Payroll Taxes	89,161	85,000	45,128	-39,872	53%
Water Assessments	390,428	425,000	408,186	-16,814	96%
Operations and Maintenance	1,180,956	1,200,000	1,187,786	-12,214	99%
Carter Lake Filter Plant	1,684,418	2,100,000	1,078,303	-1,021,697	51%
Water Rental	236	100,000	39,200	-60,800	39%
Automotive	97,998	93,000	37,913	-55,087	41%
Dry Creek Reservoir	36,126	300,000	22,471	-277,529	7%
Depreciation	2,200,000	2,100,000	1,100,000	-1,000,000	52%
TOTAL	7,836,045	8,635,000	5,085,727	-3,549,273	59%
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	236,887	-263,113	47%
Frederick 30" Waterline design	104,924	2,000,000	35,832	-1,964,168	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	369,317	-630,683	37%
GIS/GPS Map Updates	117,420	123,000	59,062	-63,938	48%
Windy Gap FIRMING	0	75,000	0	-75,000	0%
Chlorine Booster Stations	0	500,000	3,062	-496,938	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	196,571	71,571	157%
TOTAL	23,229,692	9,140,900	16,532,100	7,391,200	181%
TOTAL EXPENSES	34,577,337	21,283,750	22,546,752	1,263,002	106%

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

BUDGET REPORTS
Item No. 4C (1-4)
July 20, 2023

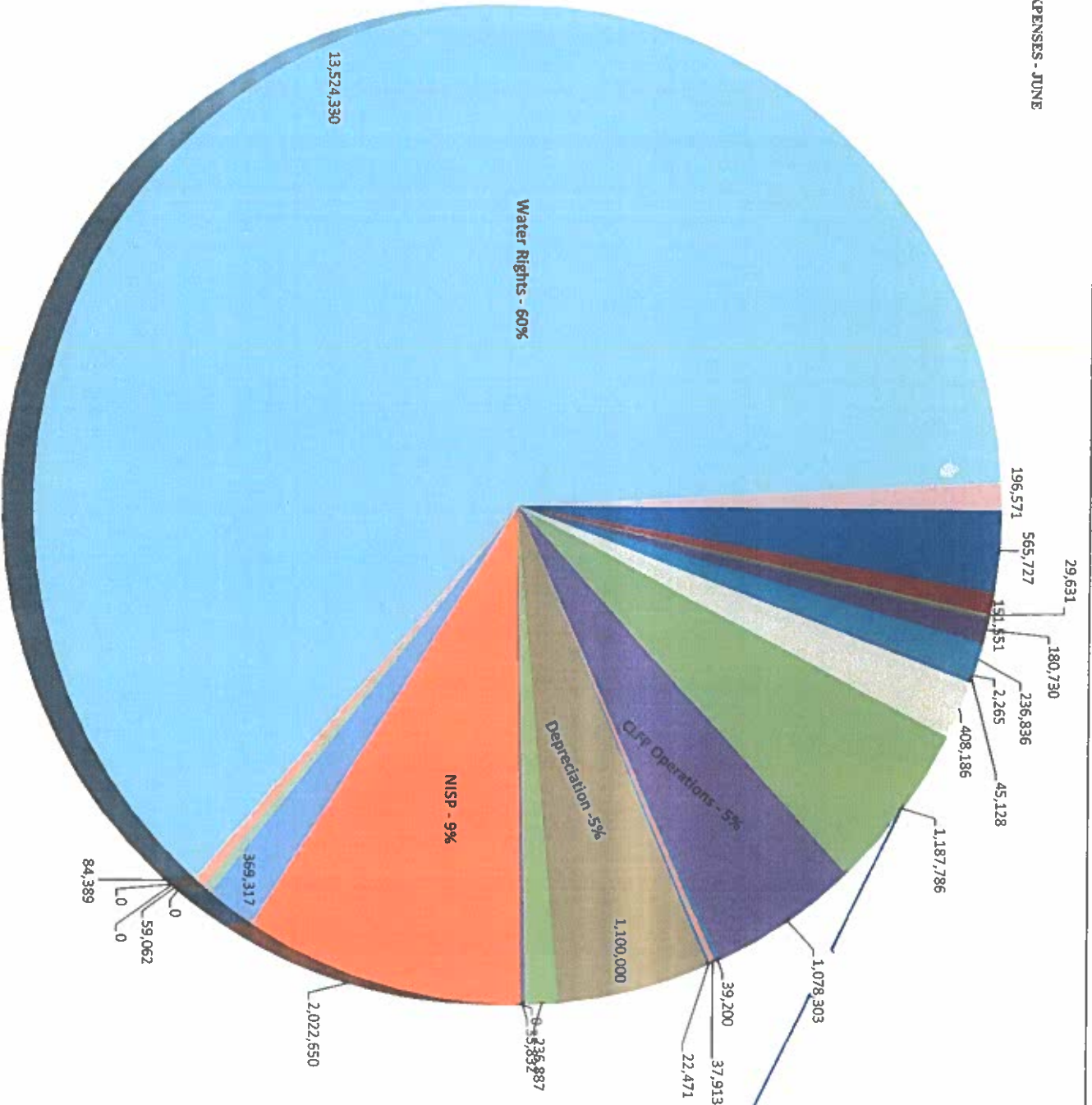
ITEMS	ACTUAL TO	BUDGET	ACTUAL TO	2023 in Comparison to Prior Year
BEGINNING BALANCE	5/31/2022	2023	5/31/2023	2022
Reserves	11,675,006	13,996,117	22,764,916	11,089,910
Restricted	825,000	825,000	825,000	0
TOTAL	12,500,006	14,821,117	23,589,916	11,089,910
REVENUES:				
Operating Revenues:				
Water Service	3,215,767	11,000,000	3,321,999	106,232
Surcharge Rates Billed	630,083	2,400,000	512,974	-117,109
Bulk Water Sales	68,458	221,000	108,470	40,012
Miscellaneous (30120;30150;30160)	662,169	100,000	743,915	81,746
TOTAL	4,576,477	13,721,000	4,687,358	110,881
Non-Operating Revenues:				
Revenue from Bond	45,687,185	40,000,000	11,704,961	-33,982,224
Water Storage Revenue	0	1,100,000	1,050,000	1,050,000
Interest	75,069	450,000	703,451	628,382
TOTAL	45,762,254	41,550,000	13,458,412	-32,303,842
Contributions:				
Tap Fees incl. Towns	1,118,250	4,500,000	417,500	-700,750
Raw Water Transfers/Capital Advance for Construction	27,985	300,000	4,190,000	4,162,015
(MM; fire hyd.;etc. pd.for by others)	122,600	275,000	266,960	144,360
TOTAL	1,268,835	5,075,000	4,874,460	3,605,625
TOTAL REVENUES	51,607,566	60,346,000	23,020,230	-28,587,336
OPERATING EXPENSES:				
Salaries	420,493	1,150,000	475,406	54,913
Overtime/Sick/Bonus Pay	0	100,000	0	0
Office/Warehouse Expense	84,205	255,000	137,882	53,677
Office/Field Utilities	23,776	35,000	25,666	1,890
Professional Fees	85,223	300,000	156,506	71,283
Insurance	102,746	385,000	218,932	116,186
Director Fees/Board Expense	3,318	7,000	2,211	-1,107
Payroll Taxes	36,028	85,000	37,920	1,892
Water Assessments	334,817	425,000	408,186	73,369
Operations and Maintenance	306,186	1,200,000	970,012	663,826
Carter Lake Filter Plant	701,821	2,100,000	914,721	212,900
Water Rental	0	100,000	39,200	39,200
Automotive	31,310	93,000	30,081	-1,229
Dry Creek Reservoir	14,254	300,000	21,345	7,091
Depreciation	1,100,000	2,100,000	1,100,000	0
TOTAL	3,244,177	8,635,000	4,538,068	1,293,891
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.)	161,124	500,000	239,949	78,825
Frederick 30" Waterline design	2,485	2,000,000	18,501	16,016
Rate Study/Master Plan	0	24,000	0	0
NISP	1,662,500	3,118,900	2,022,650	360,150
Filter Plant	377,952	1,000,000	314,813	-63,139
GIS/GPS Map Updates	49,533	123,000	50,000	467
Windy Gap Firming	0	75,000	0	0
Chlorine Booster Stations	0	500,000	0	0
SCADA/Telemetry	0	75,000	0	0
Easements/Land/Building	0	100,000	84,389	84,389
Water Rights	1,126,385	1,500,000	13,524,330	12,397,945
Office/Field/Tank Equipment	82,660	125,000	196,571	113,911
TOTAL	3,462,639	9,140,900	16,451,203	12,988,564
TOTAL EXPENSES	7,675,116	21,283,750	21,918,196	14,243,080

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

BUDGET REPORTS
Item No. 4C (1-4)
July 20, 2023

ITEMS	ACTUAL	BUDGET	ACTUAL TO	OVER OR (UNDER)	% OF
BEGINNING BALANCE	2022	2023	5/31/2023	2023	BUDGET 2023
Reserves	18,964,174	13,996,117	22,764,916	8,768,799	
Restricted	825,000	825,000	825,000	0	
TOTAL	19,789,174	14,821,117	23,589,916	8,768,799	
REVENUES					
Operating Revenues:					
Water Service	10,412,425	11,000,000	3,321,999	-7,678,001	30%
Surcharge Rates Billed	2,609,596	2,400,000	512,974	-1,887,026	21%
Bulk Water Sales	253,071	221,000	108,470	-112,530	49%
Miscellaneous	110,154	100,000	743,915	643,915	744%
TOTAL	13,385,246	13,721,000	4,687,358	-9,033,642	34%
Non-Operating Revenues:					
Revenue from Bond	27,028,428	40,000,000	11,704,961	-28,295,039	29%
Water Storage Revenue	675,000	1,100,000	1,050,000	-50,000	0%
Interest	942,273	450,000	703,451	253,451	156%
TOTAL	28,645,701	41,550,000	13,458,412	-28,091,588	32%
Contributions					
Tap Fees	3,496,950	4,500,000	417,500	-4,082,500	9%
Raw Water/Capital	2,646,979	300,000	4,190,000	3,890,000	0%
Advance for Construction	222,017	275,000	266,960	-8,040	97%
TOTAL	6,365,946	5,075,000	4,874,460	-200,540	96%
TOTAL REVENUES	48,396,893	60,346,000	23,020,230	-37,325,770	38%
OPERATING EXPENSES:					
Salaries	1,008,038	1,150,000	475,406	-674,594	41%
Overtime/Sick/Bonus Pay	75,526	100,000	0	-100,000	0%
Office/Warehouse Expense	263,044	255,000	137,882	-117,118	54%
Office/Field Utilities	53,003	35,000	25,666	-9,334	73%
Professional Fees	349,659	300,000	156,506	-143,494	52%
Insurance	395,341	385,000	218,932	-166,068	57%
Director Fees/Board Expense	12,111	7,000	2,211	-4,789	32%
Payroll Taxes	89,161	85,000	37,920	-47,080	45%
Water Assessments	390,428	425,000	408,186	-16,814	96%
Operations and Maintenance	1,180,956	1,200,000	970,012	-229,988	81%
Carter Lake Filter Plant	1,684,418	2,100,000	914,721	-1,185,279	44%
Water Rental	236	100,000	39,200	-60,800	39%
Automotive	97,998	93,000	30,081	-62,919	32%
Dry Creek Reservoir	36,126	300,000	21,345	-278,655	7%
Depreciation	2,200,000	2,100,000	1,100,000	-1,000,000	52%
TOTAL	7,836,045	8,635,000	4,538,068	-4,096,932	53%
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	239,949	-260,051	48%
Frederick 30" Waterline design	104,924	2,000,000	18,501	-1,981,499	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	314,813	-685,187	31%
GIS/GPS Map Updates	117,420	123,000	50,000	-73,000	41%
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	196,571	71,571	157%
TOTAL	23,229,692	9,140,900	16,451,203	7,310,303	180%
TOTAL EXPENSES	34,577,337	21,283,750	21,918,196	634,446	103%

EXPENSES - JUNE



- Salaries
- Office/Warehouse Expense
- Office/Field Utilities
- Professional Fees
- Insurance
- Director Fees/Board Expense
- Payroll Taxes
- Water Assessments
- Operations and Maintenance
- Carter Lake Fiker 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

JULY 20, 2023

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>DESCRIPTION</i>
1	City of Dacono		5/2/2023	Received request for subdivision study for 9 lots at Distant Thunder at CR 19/10-12
2	Town of Milliken		5/11/2023	Received Boil Water Advisory from the Town of Milliken due to flooding and the possibility of contaminated rain water runoff
3	City of Evans		5/11/2023	Received notice of Pre-App meeting for Front Range OG Water and the possibility of light industrial, RV campground, gravel mining, and open space near CR 39/46-48
4	Firestone Cattle		5/17/2023	In the process of completing a study for 17 taps near CR 19/22-24
5	Pelican Lake Ranch		5/23/2023	Beebe Draw is submitting Filing 2 and currently has 96 shares of CBT
6	AgPro		5/24/2023	CR 19 & 10 RV and Boat Storage is requesting water pressure to this site
7				
8				

OUTGOING CORRESPONDENCE

ITEM NO. 5B

JULY 20, 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	Thomas & Danette Hamilton	CR 53/50-52	5/1/23	\$84,000	House
2	Michael Dente	CR 19/20-22	5/8/23	N/A	Can Serve
3	City of Dacono	CR 19/10-12	6/14/23	\$120,310	Master Meter
4	CBT Farms LLC	CR 21/16-18	6/16/23	\$84,000	House
5	Firestone Cattle	CR 19/22-24	6/23/23	\$432,492	Subdivision
6	Darrel & Deborah Davis	CR 21.5 & 24.5	6/23/23	\$84,000	House
7	Michael & Diana Wood	CR 42/Jubilee Way	6/26/23	\$84,000	House

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	Jim & Jody Roth	CR 46/41-43	5/15/23	Rec Exempt	
2	Richard Pierro	CR 22/9-11	5/23/23	Add'l Dwelling	

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					
2					

Additional Notifications:

	<i>Name and Company</i>	<i>Date</i>	<i>Transmittal</i>
1			
2			
3			
4			

FIELD REPORT

ITEM NO. 5C

JULY 20, 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						
Cleared	313	383	827	712	551	529						
Standby	99	56	127	91	106	98						
Completed	88	89	112	63	96	159						
WORKORDERS:	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
Past Due Accts	55	64	32	99	78	48						
Terminations	1	0	2	3	3	4						
Restorations	1	0	1	3	2	6						
Service Calls	45	55	62	33	70	60						

New Meter Sets:

Tap #	Location	Name

Leak Repairs:

Tap #	Location	Repair Summary
	44 th Ave & 51 st St (Indian Hills)	2" wl leak – grader hit valve box
	CR 394/ 35-37	3" wl leak – old pipe
	CR 26/ 13-15	2" wl leak

1. Completed 4 final reads.
2. Maintenance and daily checks @ vaults, pump stations and tanks.
3. Checked chlorine & pH levels throughout the District.
4. Verifying GIS/GPS Mapping to actual infrastructure.
5. Fire hydrant maintenance & repair throughout the District.
6. PRV Surveys throughout the District and Tank surveys.
7. Continuing to work on Backflow Program.
8. Chlorine Station maintenance.
9. Beacon transmitter changes
10. DBP sampling
11. Meter, regulator, and check valve replacement
12. Metron meter changes – 3 new meters installed
13. Annual air gap inspections
14. Petrocco vault relocation @ CR 35/46-48
15. Master Meter testing in Towns

BOARD ACTION SUGGESTED: Information Only

CONSUMPTION REPORT

ITEM NO. 5D (1-2)

JULY 20, 2023

Background Summary:

Attached is a copy of the Consumption Report and Consumption Comparison Report for the months of May and June.

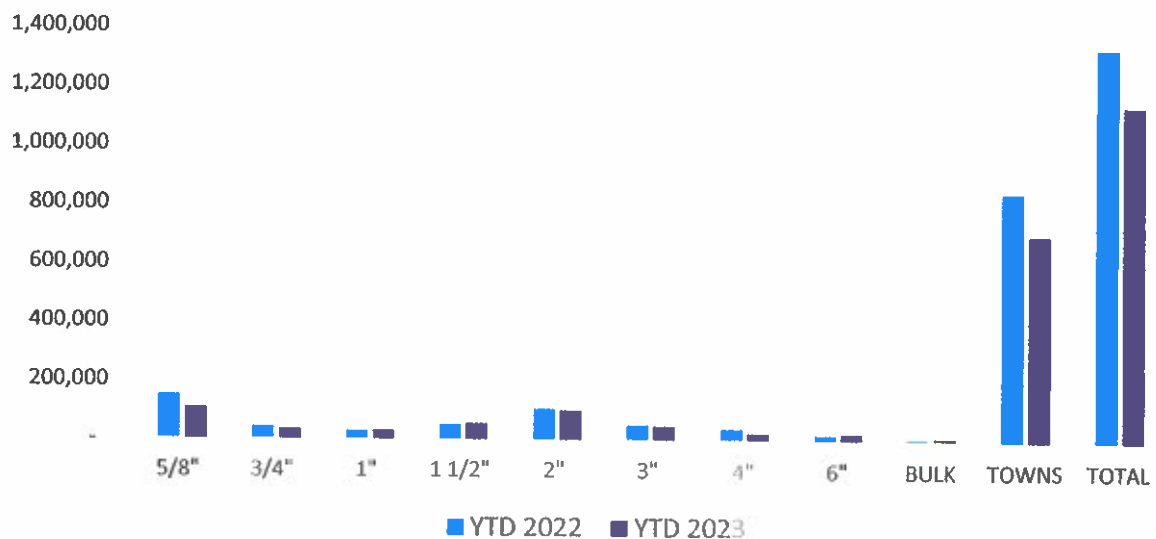
BOARD ACTION SUGGESTED: Information Only

Consumption Report

	YTD 2022	YTD 2023	DIFF.	%
172 DACONO	110,720	84,736	-25,984	-23%
147 FIRESTONE	307,982	220,311	-87,671	-28%
939 FREDERICK	185,965	198,834	12,869	7%
1377 GILCREST	14,229	12,212	-2,017	-14%
176 KERSEY	22,152	19,039	-3,113	-14%
1361 LASALLE	40,862	30,890	-9,972	-24%
1011 MILLIKEN	83,879	74,558	-9,321	-11%
1411 PLATTEVILLE	57,752	42,617	-15,135	-26%
1675 ARISTOCRAT	15,773	14,881	-892	-6%
9800 JOHNSTOWN	3,280	151	-3,129	0%
TOTAL	842,594	698,229	-144,365	

	YTD 2022	YTD 2023	DIFF.	%
5/8"	148,620	106,896	-41,724	-28%
3/4"	42,341	35,029	-7,312	-17%
1"	28,023	32,632	4,609	16%
1 1/2"	50,425	55,762	5,337	11%
2"	103,956	100,147	-3,809	-4%
3"	51,244	48,395	-2,849	-6%
4"	37,426	24,926	-12,500	-33%
6"	18,746	24,027	5,281	28%
BULK	6,471	8,420	1,949	30%
TOWNS	842,594	698,229	-144,365	-17%
TOTAL	1,329,846	1,134,463	-195,383	

Consumption Report



Consumption Report

	YTD <u>2022</u>	YTD <u>2023</u>	<u>DIFF.</u>
DISTRICT	480,781	427,814	(52,967)
TOWNS	842,594	698,229	(144,365)
BULK	6,471	8,420	1,949

Consumption Comparison



REVENUE & USAGE REPORT

ITEM NO. 5E (1-2)

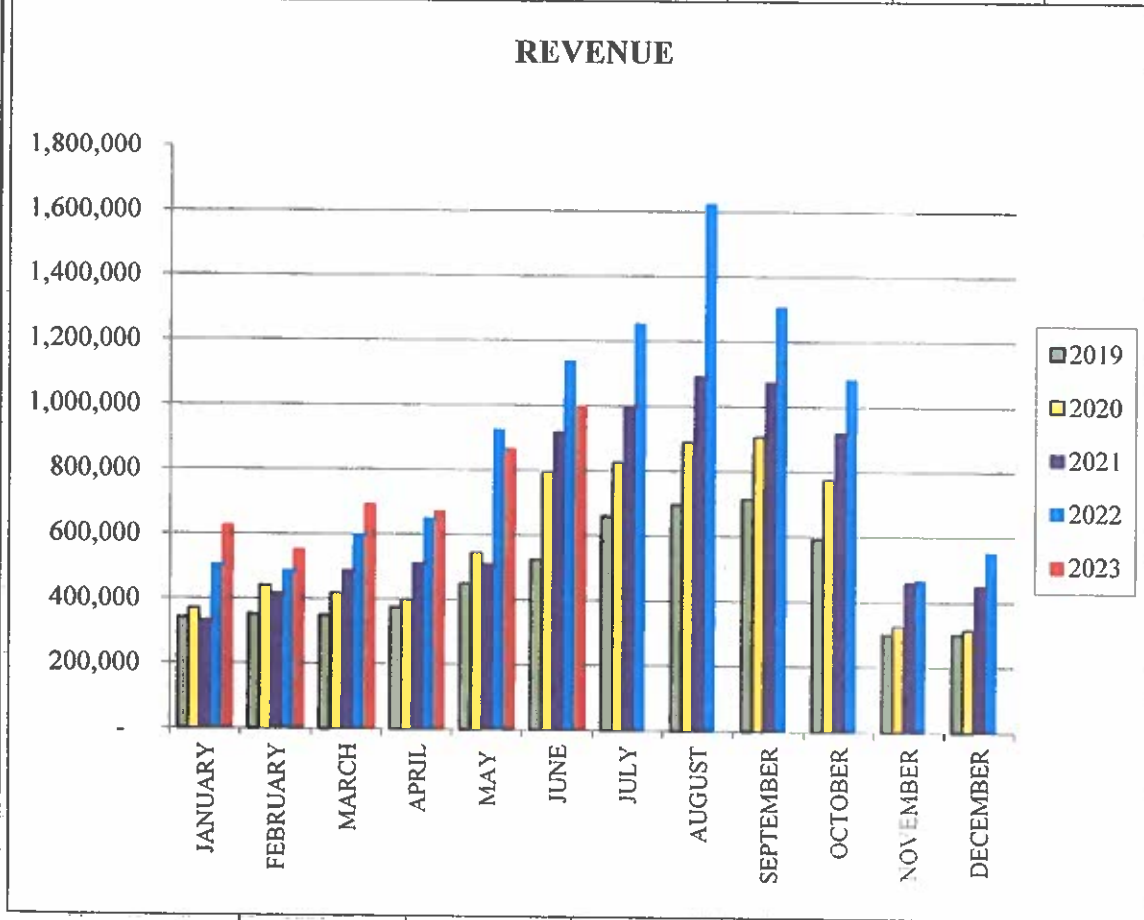
JULY 20, 2023

Background Summary:

Attached is a copy of the Monthly Revenue Report and Usage Report for the months of May and June.

BOARD ACTION SUGGESTED: Information Only

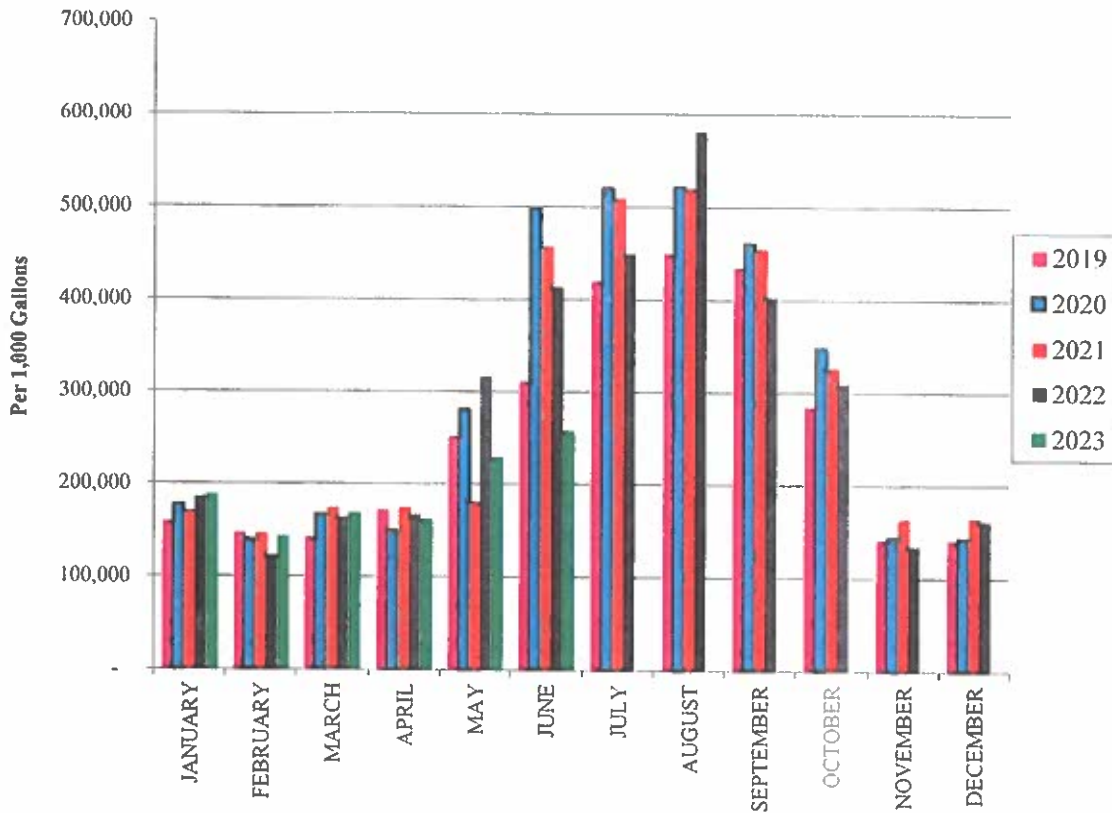
MONTHLY WATER REVENUE							Current YR
	2019	2020	2021	2022	2023	Surcharge Revenue	
JANUARY	340,194	369,893	338,025	508,649	631,447	24,552	
FEBRUARY	350,792	440,763	421,523	488,766	555,601	60,720	
MARCH	348,589	417,841	492,163	601,294	696,276	129,185	
APRIL	374,965	397,674	514,711	651,456	676,416	131,810	
MAY	449,561	544,741	513,378	925,395	869,658	166,707	
JUNE	524,721	792,738	920,110	1,140,257	1,001,649	223,502	
JULY	659,280	824,558	1,002,430	1,256,895			
AUGUST	694,813	888,285	1,095,425	1,626,914			
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	4,431,047	736,476	
YTD AVERAGE	470,612	583,062	684,317	884,758	738,508		



5E(1)

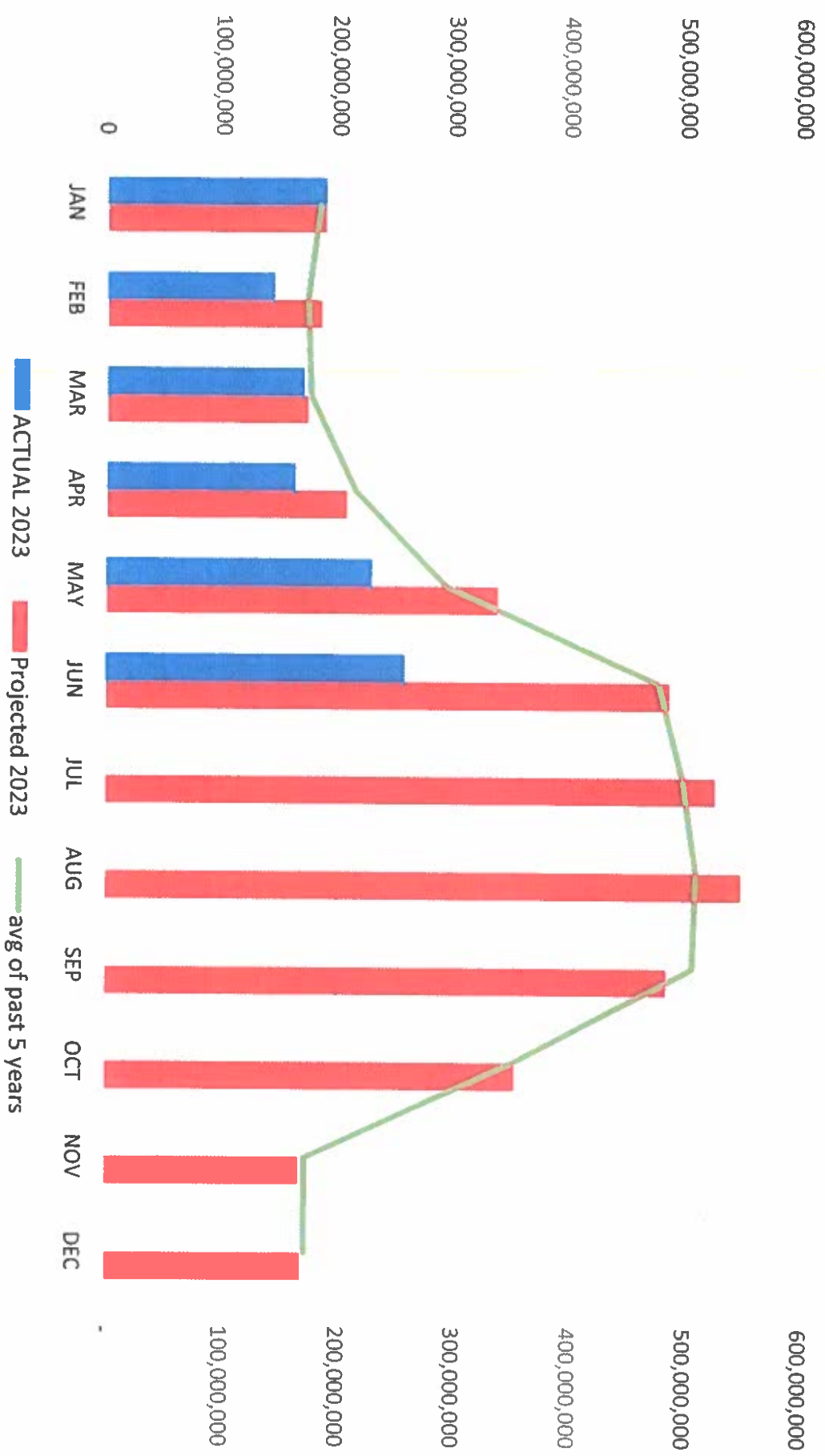
MONTHLY WATER USAGE	2019	2020	2021	2022	2023	5 YEAR AVERAGE
JANUARY	159,766	177,413	171,669	185,259	188,143	176,450
FEBRUARY	147,362	140,273	147,275	123,109	143,473	140,298
MARCH	142,658	167,439	174,891	164,097	169,170	163,651
APRIL	172,736	149,984	175,079	167,080	162,122	165,400
MAY	252,075	281,045	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		475,099
AUGUST	451,036	522,034	520,590	580,577		518,559
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	1,150,113	277,931
YTD AVERAGE	255,177	296,264	287,636	283,960	191,686	

MONTHLY WATER USAGE



5E(2)

CW Actual Gallons Used vs. Projected Gallons Used thru CLFP



NISP REPORT

ITEM NO. 5F

JULY 20, 2023

Background Summary:

The cost estimate for the NISP project had been updated to a total amount of nearly \$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.



PROJECT UPDATE REPORT

DATE: June 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 nearly 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	\$ 500,000	\$ 4,300,000	\$ 200,000	\$ 800,000	\$ 10,000,000	\$ 2,300,000	\$ 2,700,000	\$ 600,000	\$ 3,200,000	\$ 4,499,000	\$ 30,899,000
January	\$ 130,227	\$ 54,315	\$ -	\$ 3,340	\$ 76,664	\$ 677,826	\$ 188,460	\$ 107,723	\$ 28,899	\$ 9,106	\$ 57,229	\$ 1,333,789
February	\$ 164,956	\$ 74,274	\$ 127,490	\$ 532	\$ 96,554	\$ 1,000,407	\$ 384,650	\$ 39,618	\$ 41,748	\$ 11,156	\$ 38,988	\$ 1,960,372
March	\$ 231,335	\$ 51,968	\$ -	\$ 3,958	\$ 119,583	\$ 1,004,465	\$ 304,505	\$ 77,981	\$ 30,273	\$ 15,000	\$ 3,444	\$ 1,842,492
April	\$ 194,684	\$ 70,728	\$ -	\$ -	\$ 259,980	\$ 990,040	\$ 316,728	\$ 99,152	\$ 12,439	\$ -	\$ 9,238	\$ 1,952,988
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,247	\$ -	\$ 99,247
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure to Date	\$ 721,202	\$ 251,284	\$ 127,490	\$ 7,830	\$ 552,781	\$ 3,672,738	\$ 1,174,343	\$ 324,453	\$ 113,358	\$ 134,510	\$ 108,899	\$ 7,188,888
Budget Remaining	\$ 1,078,798	\$ 248,716	\$ 4,172,510	\$ 192,170	\$ 247,219	\$ 6,327,262	\$ 1,125,657	\$ 2,375,547	\$ 486,642	\$ 3,065,491	\$ 4,390,101	\$ 23,710,112
% Spent	40%	50%	3%	4%	69%	37%	51%	12%	19%	4%	2%	23%

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

PREVIOUS MONTH ACTIVITY:

PERMITTING:

- *Evaluating conveyance plans in light of recent Fort Collins 1041 permitting for the Poudre Diversion Pipeline.*

DESIGN

- *Black&Veatch/AECOM nearly complete on 60 percent design Glade Reservoir and associated facilities including dam, forebay, Munroe Canal, and Poudre Valley Canal.*
- *Construction Manager/General Contractor (CM/GC) preparing the sixty percent gateway estimate.*
- *Muller Engineering completing 60 percent plans for HW 287.*
- *SEMA Construction has been selected as CM/GC contractor for HW 287.*
- *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.***
- ***Planning implementation of the Eastman Park wetland creation with the Town of Windsor.***
- ***Working with Pinyon, the Glade design team, and Kiewit to determine best way to construct wetlands/Preble's mouse habitat below Glade dam.***
- ***Planning Poudre adaptive management program.***

Finance/Allotment Contracts

- ***Received proposal for NISP Municipal Advisor. Recommendation will be brought to Participants.***
- ***Working with Piper Sandler to secure and indicative credit rating for the project for WIFIA application.***
- ***Gave NISP presentation to CWCB in conjunction with initial application.***
- ***Bringing new bond counsel -Squire Patton Boggs- up to speed on project and financing.***

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

- ***ROW purchase offers going out along County Line Road.***
- ***Working on Holcim property acquisition. New difficulties with land being put up for sale.***

Legal

- ***Assisting in allotment contract development.***
- ***Assisting with project risk evaluation.***
- ***Assisting with potential Fort Collins 1041.***

Other

- ***Meetings with various interest groups, newspapers, and other media.***
- ***Continue to work through NISP operations.***

NEAR TERM FUTURE ACTION:

- ***Complete sixty percent designs of Glude and HW 287.***

**Northern Integrated Supply Project
Year 2024 Preconstruction Budget**

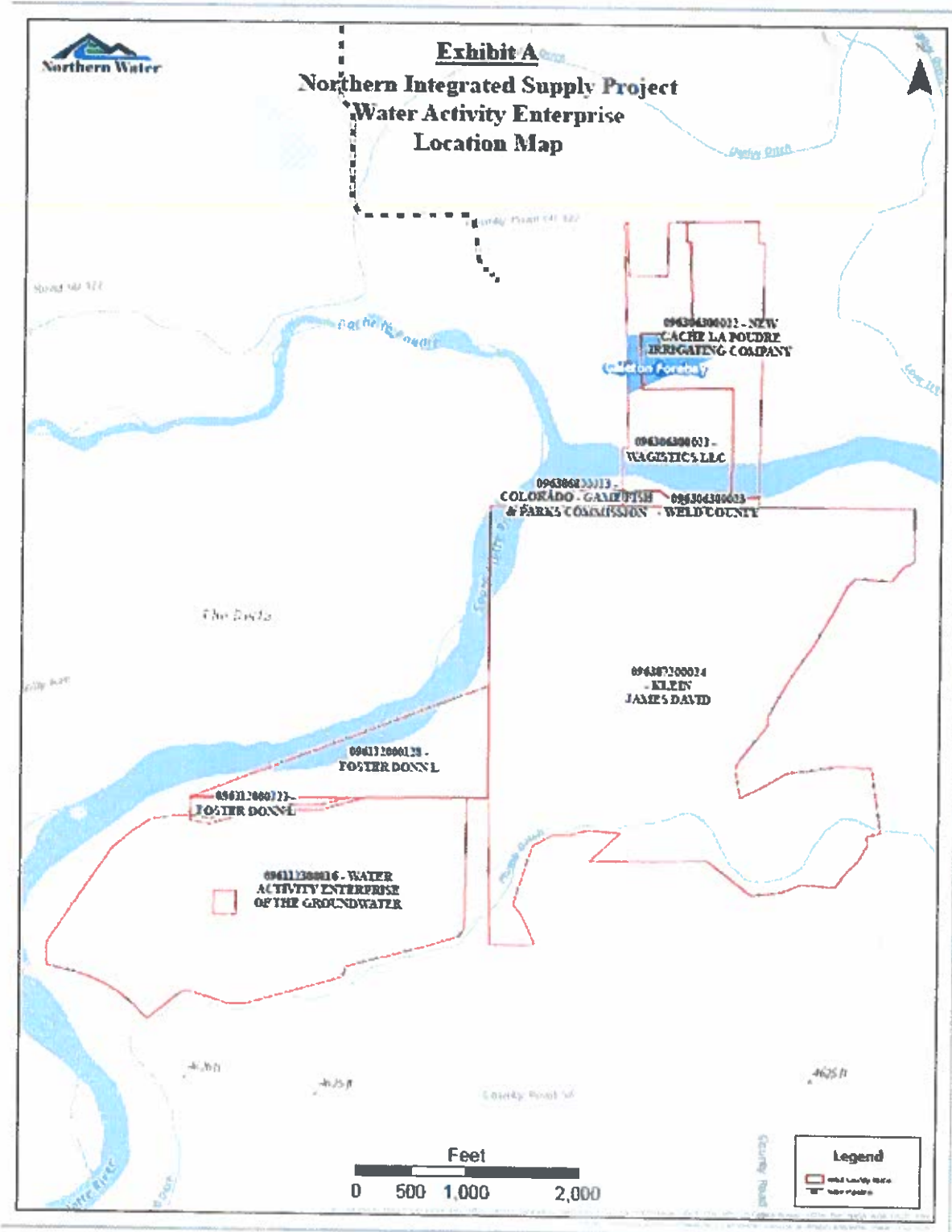
Rev. 1.0

4/18/2023

Interim Contract 20

Item	Updated Cost
NISP Owners Representative	\$ 300,000
Glade Final Design Activities	\$ 10,000,000
Glade CMGC Design Support	\$ 1,000,000
HW 287 Design Activities	\$ 1,600,000
HW 287 CMGC	\$ 600,000
HW 287 Utility Relocation Design	\$ 200,000
NISP Delivery Refinement	\$ 3,000,000
River Intake Predesign and Design	\$ 400,000
Galeton Advancement	\$ 400,000
Environment&Mitigation	\$ 2,600,000
Financing Consultant/Bond Counsel	\$ 200,000
WQ Sample Testing/Studies	\$ 300,000
Northern Water Labor	\$ 1,800,000
Northern Water Indirect	\$ 800,000
Legal	\$ 600,000
Communications	\$ 100,000
ROW-Land Appraisal/Title/Survey	\$ 200,000
Pipeline Easements/Property	\$ 3,000,000
SPWCP Negotiations	\$ 200,000
Contingency/Other (10%)	\$ 2,700,000
Total	\$ 30,000,000
Approximate Carryover from 2023	\$ -
Total Requested of Participants for 2024	\$ 30,000,000

Participant	Project Yield (Acre-ft)	Percent of Project	2024 Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,625,000
Dacono	1,250	3.13%	\$ 937,500
Firestone	1,300	3.25%	\$ 975,000
Frederick	2,600	6.50%	\$ 1,950,000
Eaton	1,300	3.25%	\$ 975,000
Erie	6,500	16.25%	\$ 4,875,000
Evans	1,200	3.00%	\$ 900,000
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 2,550,000
Fort Lupton	2,050	5.13%	\$ 1,537,500
Fort Morgan	3,600	9.00%	\$ 2,700,000
Lafayette	1,800	4.50%	\$ 1,350,000
Lefthand W.D.	4,900	12.25%	\$ 3,675,000
Morgan County Q.W.D.	1,300	3.25%	\$ 975,000
Severance	2,000	5.00%	\$ 1,500,000
Windsor	3,300	8.25%	\$ 2,475,000
Total	40,000	100.00%	\$ 30,000,000



WINDY GAP REPORT

ITEM NO. 5G

JULY 20, 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.



**Chimney Hollow
Reservoir Project**

E-Newsletter | June 2023



Protecting the Chimney Hollow Valley

Responsibly constructing, operating and maintaining a large reservoir project at the Chimney Hollow site requires a robust environmental stewardship effort. This video highlights the environmental efforts that the Chimney Hollow team is doing.



Crews watch a fall protection demo during Construction Safety Week

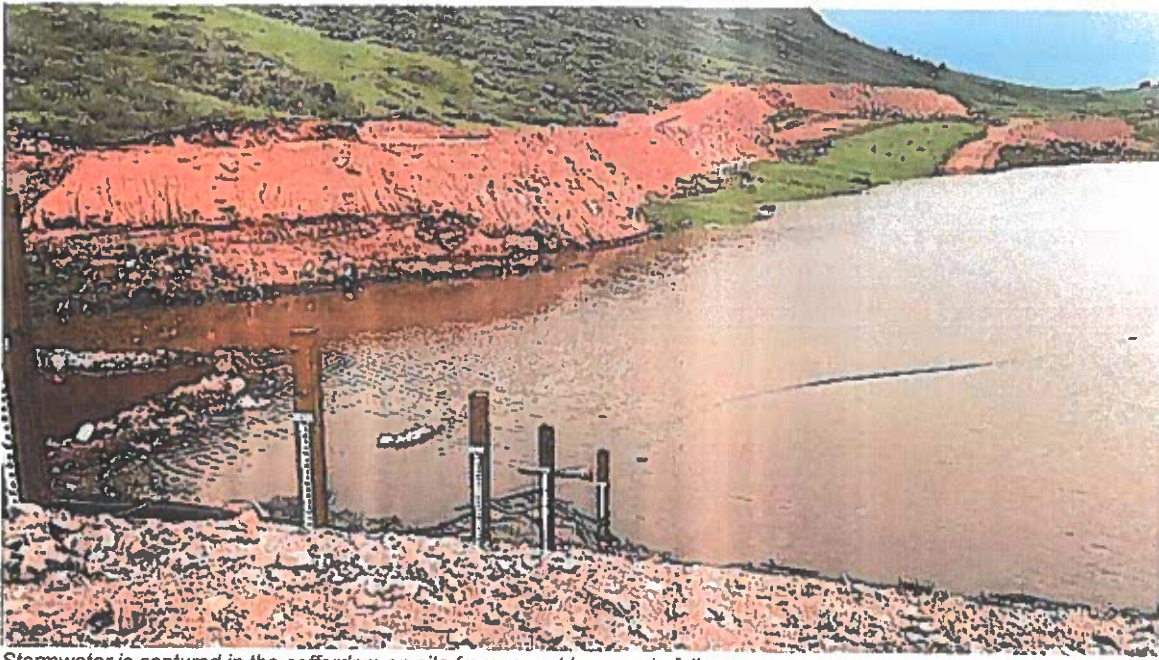
Safety Week 2023: Strong Voices. Safe Choices.

National Construction Safety Week, celebrated annually the first week of May, provides an opportunity for construction site personnel to re-energize safety efforts and recommit to a safe work culture. Sharing best practices, tools and resources creates a safe work environment so that everyone goes home safely at the end of each day.

This year's theme was "Strong Voices, Safe Choices," which empowers all employees to speak up when they see a potential safety hazard to protect themselves and fellow coworkers.

Crews celebrated Safety Week at Chimney Hollow with daily events and a site-wide luncheon. A fall protection demonstration kicked off the week on Monday morning, followed by power tool and silica dust demonstrations later in the week.

At Chimney Hollow, a full-time, on-site safety team provides proper training for all individuals, as well as guidance on adhering to safety protocols. It is important that all personnel feel safe and understand their right to shut down work if they feel unsafe. In essence, there are approximately 500 "safety officers" on-site daily because every employee is trained and responsible for safety.



Stormwater is captured in the cofferdam on site from recent heavy rain fall.

Crews Overcome Heavy Rain in May

While the large amount of rainfall that Northern Colorado received in May was beneficial for multiple reasons, it wasn't as welcomed by Chimney Hollow construction crews. Last year, in May 2022, 2.16 inches of rain fell compared to 5.12 inches in the same month this year. Furthermore, during the first week of June, the site has already seen 5.01 inches of rainfall.

Most precipitation occurred during the second week of May, when 3.26 inches of rainfall was estimated over a 26-hour period. Overnight, from Tuesday to Wednesday that same week, 2.5 inches of rain and hail fell in two hours and resulted in a nearly 100-year rainfall intensity on site. Emergency pipes that discharge water from the cofferdam around the construction site were set up and ready to prevent any damage to the main dam construction.

With so much rain crews used excavated areas, such as the valve house, to temporarily store water before it was either used on site or treated and released. As of May 31, Barnard Construction, the general contractor, was still dewatering flooded excavations but is nearly finished with the efforts.

Rainfall and resulting runoff damaged some construction work underway by undermining foundations and clogging drainage filters and pipes with sediment. The rain also caused muddy and slippery roads on site, rendering haul trucks unable to operate due to weather-impacted road conditions. Fortunately, the haul trucks were back up and running within a few days placing rockfill on the main dam embankment. Barnard is working with its insurance carriers to obtain reimbursement for its weather-related losses.

Although it is difficult to anticipate and be 100 percent ready for extreme weather, the Chimney Hollow site had undergone preparations for a heavy precipitation event. Following this one, crews noted areas for improvement and additional steps to improve the site for future storms of this magnitude. While the recent wet weather created difficult conditions, Chimney Hollow's management team is working to mitigate the weather delays and get the project back on track.



From the downstream toe (north) of the main dam embankment, looking west toward the right abutment.

Main Dam Nears 100 Feet

Chimney Hollow Reservoir's main dam is expected to reach 100 feet by mid-June. To reach that goal, crews will raise the dam 7.5 feet each week, which requires approximately 1.4 million cubic yards of rockfill material and 8,000 cubic yards (about twice the volume of an Olympic-size swimming pool) of asphalt. Crews will place 10, 9-inch asphalt lifts per week for a total of 134 lifts to reach the 100-foot milestone.

Chimney Hollow has many project features, all of which must be synchronized to remain on schedule. For the next two years, approximately 10 haul trucks will empty 100 tons of rockfill material every two minutes, 20 hours a day. Additionally, 17 40-ton haul trucks will operate during the day (and three at night) to keep materials moving.

"The project is a well-orchestrated machine that must all work together," said Joe Donnelly, Northern Water's Principal Project Manager for the Chimney Hollow Reservoir Project.

Seeing visual changes to the main dam helps generate enthusiasm and boosts employee morale on site.

"It's important to celebrate success when we hit our targets and achieve the project's goals," Donnelly said.



A 16-second timelapse of crews removing one of the bridges.

Spotlight: Asphalt Core Bridge Crew

A very important, yet often overlooked crew on site are the individuals who place and remove the temporary bridges over the asphalt core. These bridges allow the 100-ton CAT 777 haul trucks to dump rockfill on either side of the main dam without damaging the core. As the asphalt core paver passes over the centerline of the main dam, the temporary bridges must be moved to allow the paver to pass. Once this has occurred, the bridges are then carefully reinstalled as quickly as possible.

On days that asphalt is placed, the two temporary bridges are removed and replaced four times. The crew can tear down and reinstall a bridge in approximately 10 minutes.



Northern Water, Black & Veatch and Stantec employees lent a hand in the volunteer trash pickup along Larimer County Road 18E on Saturday, May 20.

LANDSLIDE BALLOT CLEARS WAY FOR HUGE U.S. PROJECT VOTE IN LONGMONT IS 608 FOR BIG PROJECT AND 103 AGAINST

**Colorado-Big Thompson Conservancy District
Voters Say Yes in 17 to 1 Ballot—Nothing
Left to Hinder Contract Letting and Start
of Construction — Senators Adams and
Johnson Term Work “Most Important Un-
dertaking in Colorado in Generation.”**

A headline from the Longmont Times-Call shows the results of a vote gathering public sentiment to pay a 1 mill property tax to repay the federal government for its share of the construction costs of the Colorado-Big Thompson Project.

From The Archives: A Resounding "Yes" for the C-BT

After the creation of the Northern Colorado Water Conservancy District by the Weld County District Court in September 1937, board members for the fledgling district had one remaining question: Would the public support the imposition of a one-mill property tax to pay for the region's share of the costs of the Colorado-Big Thompson Project?

On June 28, 1938, that question was answered with a resounding “yes.”

On that day 85 years ago, the district took the question of a property tax to its voters, and they responded. By a margin of 94 percent to 6 percent, voters across seven counties agreed to support imposition of a one-mill ad valorem tax on property in the district. The revenue it generated allowed the district to complete repayment of the original project construction costs in 2002 and continues to provide revenue to support the project's ongoing operations, maintenance, repair, replacement and repayment needs.

[View Our History Timeline](#)

MANAGER'S REPORT

ITEM NO. 5H

JULY 20, 2023

Background Summary:

- Town of Frederick meeting with Town Manager and Staff
- NISP meeting with Carl Brouwer from Northern Colo Water Conservancy District
- Dry Creek blending started July 17, 2023
- 30" waterline easements and cost estimates
- New employee, Jordan Encalade, started May 30, 2023

BOARD ACTION SUGGESTED: Information Only.

CARTER LAKE FILTER PLANT MINUTES

ITEM NO. 6A (1-4)

JULY 20, 2023

Background Summary:

Please review the Carter Lake Filter Plant Minutes from May and June.

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, June 14, 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 Whittier CLFP General Manager
 Bryan Bebermiss CLFP Chief Operator
 Sandy Brest CLFP Admin Assistant
 Amber Kauffman LTWD District Manager
 Stan Linker CWCWD District Manager
 Josh Cook NoCo Engineering

CALL TO ORDER:

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

REVIEW OF AGENDA ITEMS:

A motion was made by Director Brandenburg for an Executive Session to occur at the end of the agenda items pursuant to: § 24-6-402(4)(f), C.R.S. to discuss personnel matters - follow up on Manager Review. The motion was seconded by Director Brandt. The motion carried.

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.

A motion was made by Director Strohauer to approve the meeting minutes of the May 10, 2023, Board Meeting as presented. The motion was seconded by Director Meining. The motion carried.

FINANCIAL REVIEW:

The financial reports from May were reviewed.

A motion was made by Director Brandenburg to approve the May 2023 financials as presented. The motion was seconded by Director Heiland. The motion carried.

PROJECT UPDATE:

Mr. Cook gave an update on the Pre-Treatment/Expansion Design Project. The Procurement Documents were sent to the interested Bidder and are expected to be signed and returned in June. Mr. Cook recommended the completion of yard piping for the South Plant Pre-Treatment before construction of the project begins to allow for smoother transition and fewer Plant shutdowns. He will work on acquiring the costs for the piping move.

OPERATIONS AND MAINTENANCE REPORT:

Mr. Bebermiss reviewed the O&M report for the month of June. Director Brandenburg requested the results from Dry Creek testing when they are made available.

WATER QUALITY REPORT:

Mr. Beberniss reviewed the Water Quality report for May. All parameters were within acceptable limits, water temperature had increased slightly.

MANAGER'S REPORT:

Mr. Whittet reviewed the Manager's Report for May. An offer was extended for the position of Operator Assistant, however, the candidate did not accept. The position will be reposted. There are on-going issues with the phone lines that have continued for three weeks. The following suggestions were made by the Board; satellite phone and Starlink internet service. Alternative/redundant options will be evaluated by staff.

DISTRICT MANAGER'S QUESTIONS AND COMMENTS:

There were no questions or comments.

DIRECTOR REPORTS:

There were no comments from the Directors.

EXECUTIVE SESSION:

The Plant Staff and guests were excused from the meeting.

A motion was made by Director Brandenburg at 5:00 p.m. to enter Executive Session pursuant to § 24-6-402(4)(f), C.R.S. to discuss personnel matters - follow up on Manager Review. The motion was seconded by Director Brandt. The motion carried.

A motion was made by Director Mcining to exit Executive Session at 5:14 p.m. The motion was seconded by Director Strohauer. The motion carried.

Mr. Whittet was invited into the meeting and the Board members expressed positive observations concerning Mr. Whittet's job performance.

There being no other business, the meeting was adjourned at 5:30 p.m.

Respectfully Submitted,

Secretary

**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, May 10, 2023. Attendance was as follows:

Board of Directors

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

Staff/Guests in Attendance

Rick Whitter	CLFP General Manager
Darrell Larson	CLFP Plant Superintendent
Lisa Everson	CLFP Office Manager
Sandy Brest	CLFP Admin Assistant
Amber Kauffman	LTWD District Manager
Josh Cook	NoCo Engineering

CALL TO ORDER:

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

A motion was made by Director Meining to excuse the absence of Director Brandenburg. The motion was seconded by Director Heiland. The motion carried.

President Lind introduced Larry Brandt from the Little Thompson Water District who is replacing Ed Martens on the Carter Lake Filter Plant Board. Director Brandt then recited the Oath of Office.

REVIEW OF AGENDA ITEMS:

There were no additions or changes to the agenda as presented.

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.

A motion was made by Director Strohauer to approve the meeting minutes of the April 12, 2023, Board Meeting. The motion was seconded by Director Heiland. The motion carried.

FINANCIAL REVIEW:

The Bank Signature Card was reviewed and signed.

A motion was made by Director Heiland to approve the April 2023 financials as presented. The motion was seconded by Director Strohauer. The motion carried.

PROJECT UPDATE:

Mr. Cook gave an update on the progress of the Pre-Treatment Design. With the completion of the procurement documents, manufacturers were invited to bid on the Dissolved Air Filtration system. It appears that only one manufacturer will be submitting a bid for the project.

A motion was made by Director Meining to allow Mr. Cook to move forward with negotiations with vendors for procurement of the Dissolved Air Filtration equipment. The motion was

seconded by Director Strohauer. The motion carried.

Mr. Cook reviewed his report concerning cracks in the floor in the North Plant upper-level chemical room that houses the Caustic Soda tanks. Mr. Cook's conclusion summarized the floor can be coated and sealed to prevent further cracking and protect it from future damage by chemicals and moisture.

OPERATIONS AND MAINTENANCE REPORT:

Mr. Larson reviewed the O & M report for the month of April. There was another meeting with Kinser Membrane to review potential cleaning processes to improve the membranes and potentially extend their life span.

WATER QUALITY REPORT:

Mr. Larson reviewed the Water Quality report for April. All parameters were within acceptable limits.

DRY CREEK RESERVOIR:

Mr. Whittet reviewed his report and shared notes from his recent meeting with the City of Loveland regarding their experience treating water that contains taste and odor causing algae. There was a discussion concerning the use of Dry Creek water this summer.

A motion was made by Director Brandt to allow Mr. Whittet to proceed at his discretion to begin treatment of Dry Creek and the requirements needed for such treatment. The motion was seconded by Director Strohauer. The motion carried.

Mr. Whittet recommended the purchase and installation of a smaller pump and motor at Dry Creek Reservoir to allow for a smaller percentage of water to be used during the winter months. Josh Cook of NoCo Engineering will determine the specifications required and acquire bids for an additional pump.

MANAGER'S REPORT:

Mr. Whittet reviewed the Manager's Report for April.

DISTRICT MANAGER'S QUESTIONS AND COMMENTS:

There were no questions or comments.

DIRECTOR REPORTS:

There were no comments from the Directors.

There being no other business, the meeting was adjourned at 6:30 p.m.

Respectfully Submitted,

Secretary

CARTER LAKE FILTER PLANT AGENDA

ITEM NO. 6B

JULY 20, 2023

Background Summary:

Please review the Carter Lake Filter Plant Agenda for July.

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 | Larry Brandt | Scott Meining | Katie Strohauer

Plant Manager: Rick Whittet

Regular Board Meeting Agenda July 12, 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 3
5. **Financial Review** Page 5
6. **Project Update** Page 18
7. **Operations and Maintenance Report** Page 19
8. **Water Quality Report** Page 21
9. **Dry Creek Reservoir** Page 23
10. **Manager's Report** Page 33
11. **District Manager's Questions and Comments**
12. **Director Reports**
13. **Adjournment**

CARTER LAKE FILTER PLANT PROJECT UPDATE

ITEM NO. 6C (1-39)

JULY 20, 2023

Summary:

Financials	Year to date total revenue for May & June were less than budgeted for revenue and expenses
South Plant	Heavy rainstorms have impacted the South Plant and Tank Site roads
North Plant	The hot water tank heater has been installed and is working properly Delpac 2500 coagulant trial test scheduled exhibited significant promise, however, the outcomes achieved with the existing treatment methods fell short of expectations The new compressor is in operation and performing well
Lake Level	As of 6/30/2023, the lake level was 112,000 AF or 112% of normal
Network Security	The firewall support service will be renewed for another year in July. The device will require replacement before end of 2024 due to discontinued support of the device.
Flows	Average daily demand for May was 15 MGD, down from 20.4 in 2022 Average daily demand for June was 14.7 MGD, down from 26.3 in 2022
Dry Creek	Flows are not yet high enough to run the pump at the 10% blending ratio Developed an operations plan for this summer for the operations staff Meeting June 8 th with Solitude Lake Management regarding algaecide applications. Would like to move forward with Solitude to the extent of bench-scale testing to ensure the product works.
Telephones	Experienced an outage in May that took over a week to repair. Looking into a backup/alternative option

BOARD ACTION SUGGESTED: As appropriate by Board.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 5

SUBJECT: June Financial Review

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: Approval of June Financials

- **Review of June Financials:**

- June operations revenue was \$318,180.32 which is \$78,144.66 less than budgeted due to reduced Plant production.

- June total expenses were \$291,713.77 which is \$153,691.73.00 less than budgeted primarily due to reduced Plant production.

- **Large check approval in the amount of \$91,734.05 to NoCO Engineering for the Pre-Treatment Design Project.**

CARTER LAKE FILTER PLANT

Balance Sheet

As of June 30, 2023

07/06/23

Accrual Basis

	Jun 30, 23
ASSETS	
Current Assets	
Checking/Savings	
100500 · PETTY CASH	356.86
101000 · CASHBANK ACCOUNT	373,621.91
105000 · COLOTRUST SAVINGS	20,943.10
105100 · COLOTRUST ROOF FUNDS	0.13
Total Checking/Savings	394,922.00
Accounts Receivable	
110000 · ACCOUNTS RECEIVABLE	416,635.88
Total Accounts Receivable	416,635.88
Other Current Assets	
111100 · Dry Creek Exponse LTWD	1,125.00
111600 · Dry Creek Exponse CWCWD	1,125.00
Total Other Current Assets	2,250.00
Total Current Assets	813,807.88
Fixed Assets	
121000 · FILTER PLANT PROPERTY	10,730,794.88
121200 · WITHDRAW FACILITIES	17,579.00
121400 · VEHICLES & EQUIPMENT PURCHASE	155,028.52
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
124400 · MEMBRANE REPLACEMENT	0.01
Total Fixed Assots	5,608,192.63
Other Assets	
126000 · INVENTORY	391,883.49
Total Other Assets	391,883.49
TOTAL ASSETS	6,813,884.00
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · ACCOUNTS PAYABLE	171,154.00
Total Accounts Payable	171,154.00
Other Current Liabilities	
200200 · STATE WITHHOLDING TAX	4,209.00
202000 · ACCRUED COMP. ABSENCES	167,169.55
202100 · ACCRUED WAGES PAYABLE	5,328.62
240000 · Payroll Liabilities	2.52
Total Other Current Liabilities	176,709.69
Total Current Liabilities	347,863.69
Total Liabilities	347,863.69

CARTER LAKE FILTER PLANT

Balance Sheet

As of June 30, 2023

07/06/23

Accrual Basis

	<u>Jun 30, 23</u>
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	347,231.46
Total Equity	<u>6,466,020.31</u>
TOTAL LIABILITIES & EQUITY	<u><u>6,813,884.00</u></u>

07/06/23

Accrual Basis

CARTER LAKE FILTER PLANT
Invoices to Districts
As of June 30, 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid</u>	<u>Amount</u>
110000 - ACCOUNTS RECEIVABLE					
06/19/23	1900	LTWD	N PLANT TURBIDIMETER PR...	Paid	3,360.75
06/20/23	1904	LTWD	PRETREATMENT DESIGN	Paid	45,867.03
06/19/23	1899	CWCWD	N PLANT TURBIDIMETER PR...	Unpaid	3,360.75
06/19/23	1903	CWCWD	PRETREATMENT DESIGN	Unpaid	45,867.03
06/29/23	1905	CWCWD	JUNE 2023 WATER USAGE	Unpaid	167,877.62
06/29/23	1906	LTWD	JUNE 2023 WATER USAGE	Unpaid	150,302.70
Total 110000 - ACCOUNTS RECEIVABLE					416,635.88
TOTAL					367,408.10

CARTER LAKE FILTER PLANT Profit & Loss Budget Overview June 2023

	Jun 23	Budget	\$ Over Budget	Jan - Jun 23	YTD Budget	\$ Over Budget	Annual Budget
Income							
301000 · INCOME OPERATIONS	318,180.32	396,324.98	-78,144.66	2,145,238.19	2,239,963.78	-94,725.59	4,000,550.44
302000 · INCOME MISCELLANEOUS	216.98			40,216.98			
302400 · INCOME INTEREST	0.00	17.91	-17.91	1,012.35	107.46	904.89	215.00
Total Income	318,397.30	396,342.89	-77,945.59	2,186,467.52	2,240,071.24	-53,603.72	4,000,765.44
Expense							
501000 · ADMINISTRATIVE							
501100 · NCWCD 16" LINE FEES	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
501300 · FEES, LICENSES & DUES	2,669.00	709.00	1,960.00	7,609.43	4,250.00	3,359.43	8,500.00
506200 · BOD MILEAGE	227.94	167.00	60.94	1,079.44	999.00	80.44	2,000.00
506600 · OFFICE SUPPLIES	251.36	630.00	-378.64	5,066.49	5,720.00	-653.51	9,500.00
506700 · CUSTODIAL SUPPLIES	0.00	150.00	-150.00	778.03	900.00	-121.97	1,800.00
506900 · FURNITURE	335.62	0.00	335.62	3,322.63	2,000.00	1,322.63	2,000.00
Total 501000 · ADMINISTRATIVE	3,484.42	1,656.00	1,828.42	17,856.02	13,869.00	3,987.02	25,300.00
501500 · TRAINING							
501600 · SEMINARS & FEES	0.00	750.00	-750.00	771.50	4,500.00	-3,728.50	9,000.00
501800 · SAFETY	0.00	417.00	-417.00	3,236.68	2,500.00	736.68	5,000.00
Total 501500 · TRAINING	0.00	1,167.00	-1,167.00	4,008.18	7,000.00	-2,991.82	14,000.00
502000 · LABORATORY							
502500 · SUPPLIES	1,948.92	0.00	1,948.92	13,316.29	7,979.50	5,336.79	15,959.00
502700 · PROFESSIONAL SERVICES	5,294.40	0.00	5,294.40	7,049.40	4,250.00	2,799.40	8,500.00
502800 · EQUIPMENT REPLACEMENT	615.00	0.00	615.00	3,871.00	4,610.00	-739.00	4,610.00
Total 502000 · LABORATORY	7,858.32	0.00	7,858.32	24,236.69	16,839.50	7,397.19	29,069.00
503200 · SOUTH PLANT CHEMICALS							
503202 · COAGULANT	0.00	0.00	0.00	100,161.84	101,304.33	-1,142.49	151,957.33
503203 · SEAQUEST	0.00	25,094.00	-25,094.00	30,272.00	50,188.33	-19,916.33	75,282.33
503204 · CHLORINE	0.00	4,500.00	-4,500.00	10,532.20	21,000.00	-10,467.80	36,100.00
503205 · FLUORIDE	0.00	0.00	0.00	17,085.65	12,400.00	4,685.65	18,788.00
503206 · FLOCULANT	0.00	0.00	0.00	0.00	0.00	0.00	2,442.00
503207 · FERRIC SULFATE	0.00	0.00	0.00	20,314.88	45,970.00	-25,655.12	91,940.00
503208 · SODA ASH	4,548.00	8,625.00	-4,077.00	17,025.00	25,875.00	-8,850.00	63,246.00
503209 · SODIUM CHLORIDE	0.00	15,480.00	-15,480.00	16,589.24	30,960.00	-14,370.76	61,919.00
Total 503200 · SOUTH PLANT CHEMICALS	4,548.00	53,699.00	-49,151.00	211,980.81	287,697.66	-75,716.85	501,674.66
503300 · NORTH PLANT CHEMICALS							
503302 · COAGULANT	29,404.79	27,500.00	1,904.79	65,084.24	55,000.00	10,084.24	110,484.00
503303 · SEAQUEST	0.00	39,063.00	-39,063.00	45,408.00	78,126.00	-32,718.00	117,189.00
503304 · CHLORINE	0.00	6,000.00	-6,000.00	21,080.70	27,000.00	-5,919.30	49,528.00
503305 · FLUORIDE	0.00	0.00	0.00	23,919.91	12,400.00	11,519.91	22,198.00
503306 · CAUSTIC SODA	0.00	0.00	0.00	0.00	6,330.00	-6,330.00	18,992.00
503307 · FERRIC SULFATE	20,071.14	22,542.60	-2,471.46	100,826.36	112,713.00	-11,886.64	225,426.00
503308 · SODA ASH	10,592.50	9,186.22	1,406.28	41,339.25	36,744.88	4,594.37	82,675.98
503309 · SODIUM CHLORIDE	0.00	24,309.00	-24,309.00	24,976.36	48,618.00	-23,641.64	97,235.00
503310 · CLEAN-IN-PLACE	29,640.00	50,993.00	-21,353.00	64,279.60	107,958.50	-43,678.90	170,858.00
Total 503300 · NORTH PLANT CHEMICALS	89,708.43	179,593.02	-89,884.59	386,914.42	484,890.38	-97,975.96	894,585.98
504000 · PROFESSIONAL SERVICES							
504100 · CONTROL SYSTEM	3,460.00	2,200.00	1,260.00	15,734.84	13,200.00	2,534.84	26,400.00
504200 · ELECTRICAL	1,304.13	1,875.00	-570.87	10,551.83	11,250.00	-698.17	22,550.00
504300 · FIRE & SECURITY	1,201.00	0.00	1,201.00	6,756.50	1,250.00	5,506.50	2,500.00
504400 · BACK UP POWER	0.00	0.00	0.00	3,089.00	3,000.00	89.00	3,000.00
504500 · IT SUPPORT	95.50	106.25	-10.75	498.00	637.50	-139.50	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	2,368.50	2,685.00	-316.50	25,279.75	16,909.00	8,370.75	33,419.00
504900 · LEGAL	0.00	737.00	-737.00	2,655.00	4,424.00	-1,769.00	8,850.00
Total 504000 · PROFESSIONAL SERVICES	8,429.93	7,603.25	826.68	86,204.48	70,470.50	15,733.98	117,794.00
507000 · WATER QUALITY							
507100 · INORGANICS	0.00	0.00	0.00	859.00	500.00	359.00	500.00
507200 · CHLORITES	0.00	100.00	-100.00	180.00	200.00	-20.00	400.00
507500 · ORGANIC	0.00	0.00	0.00	2,848.00	3,600.00	-752.00	7,200.00
507600 · RAW ALGAE ID	350.00	171.00	179.00	1,755.00	1,023.00	732.00	2,046.00
507800 · DISCHARGE	18.00	41.00	-23.00	144.00	250.00	-106.00	500.00
507900 · OTHER	41.00	188.00	-147.00	722.50	1,125.00	-402.50	2,250.00
Total 507000 · WATER QUALITY	409.00	500.00	-91.00	6,508.50	6,698.00	-189.50	12,896.00
508000 · OPERATIONS & MAINTENANCE							
508600 · GENERAL SERVICES	1,165.00	2,094.00	-7,929.00	31,031.98	54,565.00	-23,533.02	109,131.00
508700 · PARTS & SUPPLIES	12,916.94	6,209.00	6,707.94	38,613.32	37,255.00	1,358.32	74,511.00
508800 · TOOLS & EQUIPMENT	0.00	0.00	0.00	15,425.00	2,500.00	12,925.00	5,000.00
508900 · PROPERTY MAINTENANCE	250.00	0.00	250.00	250.00	23,034.00	-22,784.00	23,034.00
509000 · GARBAGE REMOVAL	257.31	202.00	55.31	1,539.66	1,209.00	330.66	2,420.00
510000 · FUELS							
510100 · DIESEL	0.00	0.00	0.00	0.00	2,250.00	-2,250.00	4,500.00
510200 · GASOLINE	687.74	834.00	-146.26	2,801.76	5,000.00	-2,198.24	10,000.00
Total 510000 · FUELS	687.74	834.00	-146.26	2,801.76	7,250.00	-4,448.24	14,500.00
510300 · MILEAGE REIMBURSEMENT	0.00	21.00	-21.00	0.00	124.00	-124.00	250.00

**CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
June 2023**

	<u>Jun 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jan - Jun 23</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
510700 · CLOTHING	535.99	0.00	535.99	775.99	1,000.00	-224.01	6,000.00
510800 · SAFETY SUPPLIES	419.49	437.00	-17.51	2,654.56	2,621.00	33.56	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	16,232.47	16,797.00	-564.53	93,092.27	139,558.00	-46,465.73	250,089.00
511500 · VEHICLE MAINTENANCE							
511400 · SMALL VEHICLES & ATTACHMENTS	566.50			566.50			
511500 · VEHICLE MAINTENANCE - Other	0.00	833.00	-833.00	0.00	5,000.00	-5,000.00	10,000.00
Total 511500 · VEHICLE MAINTENANCE	566.50	833.00	-266.50	566.50	5,000.00	-4,433.50	10,000.00
513000 · UTILITIES							
505000 · COMMUNICATIONS							
505100 · TELEPHONE SERVICE	479.76	504.00	-24.24	2,880.63	3,025.00	-144.37	6,050.00
505200 · CELLULAR SERVICE	254.00	260.00	-6.00	1,524.60	1,560.00	-35.40	6,895.00
Total 505000 · COMMUNICATIONS	733.76	764.00	-30.24	4,405.23	4,585.00	-179.77	12,945.00
513100 · ELECTRICITY							
513600 · NORTH PLANT	8,747.30	10,500.00	-1,752.70	54,890.32	58,600.00	-3,709.68	120,000.00
513700 · SOUTH PLANT	4,456.03	5,200.00	-743.97	30,757.34	31,100.00	-342.66	63,250.00
513800 · PLANT HOUSE	82.68	125.00	-42.32	510.99	650.00	-139.01	1,550.00
Total 513100 · ELECTRICITY	13,286.01	15,825.00	-2,538.99	86,158.65	90,350.00	-4,191.35	184,800.00
514000 · PROPANE							
514100 · NORTH PLANT	0.00	0.00	0.00	9,060.71	13,950.00	-4,889.29	19,608.00
514200 · SOUTH PLANT	180.00	0.00	180.00	9,417.43	11,000.00	-1,582.57	14,205.00
514300 · PLANT HOUSE	0.00	0.00	0.00	611.50	1,032.00	-420.50	1,782.00
Total 514000 · PROPANE	180.00	0.00	180.00	19,089.64	25,982.00	-6,892.36	35,595.00
Total 513000 · UTILITIES	14,199.77	16,589.00	-2,389.23	109,653.52	120,917.00	-11,263.48	233,340.00
515000 · PAYROLL	108,066.47	122,622.58	-13,756.11	467,690.46	531,364.48	-63,674.02	1,062,729.00
515500 · PAYROLL TAXES	8,320.29	11,771.77	-3,443.48	35,775.81	45,431.66	-9,655.85	90,863.00
515600 · STATE UNEMPLOYMENT	507.65	0.00	507.65	1,436.61	1,594.00	-157.39	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	23,662.83	29,044.08	-5,381.25	136,340.26	174,264.49	-37,924.23	348,529.00
Total 516100 · INSURANCE	23,662.83	29,044.08	-5,381.25	372,555.26	387,264.49	-14,709.23	561,529.00
516500 · RETIREMENT CONTRIBUTION	4,911.69	3,529.00	1,382.69	9,756.53	21,174.00	-11,417.47	42,348.00
Total Expense	291,713.77	445,405.50	-153,691.73	1,839,236.06	2,139,768.67	-300,532.61	3,849,405.64
Net Income	26,683.53	-49,062.61	75,746.14	347,231.46	100,302.57	246,928.89	151,359.80

CARTER LAKE FILTER PLANT

Check Register

As of June 30, 2023

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
101000		CASHBANK ACCOUNT		
BILL PAY	6/8/2023	USALCO	CHEMICALS	\$50,734.05
BILL PAY	6/23/2023	USALCO	CHEMICALS	\$29,404.79
BILL PAY	6/8/2023	CEBT	EMPLOYEE INSURANCE	\$23,662.83
BILL PAY	6/13/2023	MARMAC WATER	CHEMICALS	\$20,214.02
25419	6/19/2023	POUDRE VALLEY REA	UTILITIES -ELECTRIC	\$13,286.01
BILL PAY	6/23/2023	HACH COMPANY	LABORATORY SUPPLIES	\$11,184.00
25418	6/19/2023	HARCROS CHEMICALS INC.	CHEMICALS	\$10,435.75
BILL PAY	6/23/2023	DPC INDUSTRIES, INC.	CHEMICALS	\$10,036.10
25426	6/19/2023	ROCKY MTN ELECTRIC	ELECTRICAL EXPENSES	\$7,722.89
BILL PAY	6/8/2023	VEOLIA	TOC INSTRUMENT SERVICE	\$5,034.00
BILL PAY	6/13/2023	HARCROS CHEMICALS INC.	CHEMICALS	\$4,548.00
25406	6/1/2023	MUNICIPAL TREATMENT EQUIP	GENERAL SERVICES	\$4,470.00
BILL PAY	6/1/2023	CO DEPT HEALTH & ENV	WATER QUALITY	\$3,707.00
25413	6/19/2023	POUDRE VALLEY REA	DRY CREEK- ELECTRIC	\$2,250.00
BILL PAY	6/23/2023	AMER. WATER WORKS ASSOC	MEMBERSHIP RENEWAL	\$2,245.00
25407	6/1/2023	MUNICIPAL TREATMENT EQUIP	N PLANT TURBIDIMETER REPLACEMENT	\$1,710.00
BILL PAY	6/23/2023	LIFE TECHNOLOGIES	LABORATORY EQUIPMENT	\$1,694.00
25415	6/19/2023	CARDMEMBER SERVICE	CARD PURCHASES	\$1,108.64
25422	6/19/2023	BACKFLOW TECH, INC.	GENERAL SERVICES	\$1,067.81
25420	6/19/2023	LOGICAL SYSTEMS, LLC	CONTROL SYSTEMS	\$847.00
25414	6/19/2023	LIFE TECHNOLOGIES	LABORATORY EXPENSE	\$844.10
BILL PAY	6/23/2023	ATLAS COPCO COMPRESSOR	GENERAL SERVICES	\$825.00
BILL PAY	6/23/2023	ELVINA AND YOUSAF LLC	FUELS - GASOLINE	\$687.74
BILL PAY	6/1/2023	KELLY SUPPLY COMPANY	PARTS & HARDWARE	\$648.15
BILL PAY	6/1/2023	CENTURYLINK	COMMUNICATIONS -TELEPHONE	\$479.76
25428	6/23/2023	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	\$391.82
BILL PAY	6/29/2023	BERTHOUD ACE HARDWARE	PARTS & HARDWARE	\$368.15
25423	6/19/2023	SECURITY SOUND DESIGN,INC	SECURITY EXPENSE	\$305.00
BILL PAY	6/19/2023	MALLORY SAFETY & SUPPLY	LABORATORY EXPENSES	\$290.00
BILL PAY	6/23/2023	REPUBLIC SERVICES	TRASH REMOVAL	\$257.31
25412	6/19/2023	VERIZON	COMMUNICATIONS - CELLULAR	\$254.00
25416	6/19/2023	AGFINITY	PROPERTY MAINTENANCE	\$250.00
25425	6/19/2023	CINTAS CORPORATION	SAFETY SUPPLIES	\$218.00
BILL PAY	6/28/2023	SCHRADER PROPANE	TANK LEASE FEE	\$180.00
25429	6/23/2023	KELLY SUPPLY COMPANY	PARTS & HARDWARE	\$174.62
BILL PAY	6/23/2023	INTERMOUNTAIN VALVE &	PARTS & HARDWARE	\$121.28
25417	6/19/2023	NAPA OF BERTHOUD	PARTS & HARDWARE	\$98.70
BILL PAY	6/8/2023	CORKAT DATA SOLUTIONS	COMPUTER EXPENSE	\$95.50
25424	6/19/2023	KELLY SUPPLY COMPANY	PARTS & HARDWARE	\$78.66
BILL PAY	6/23/2023	NUGENT SUPPLY CO. INC.	PARTS & HARDWARE	\$73.79
25408	6/23/2023	BES BUSINESS EQUIPMENT	OFFICE SUPPLIES	\$60.00
25427	6/1/2023	HOME DEPOT	OFFICE SUPPLIES	\$59.53
	6/19/2023	WELD COUNTY HEALTH DEPT	WATER QUALITY	\$59.00
	6/19/2023	WAGNER WELDING SUPPLY C	LABORATORY SUPPLIES	\$24.41

Total 101000 - CASHBANK ACCOUNT

\$212,206.41

OPERATIONS TOTAL

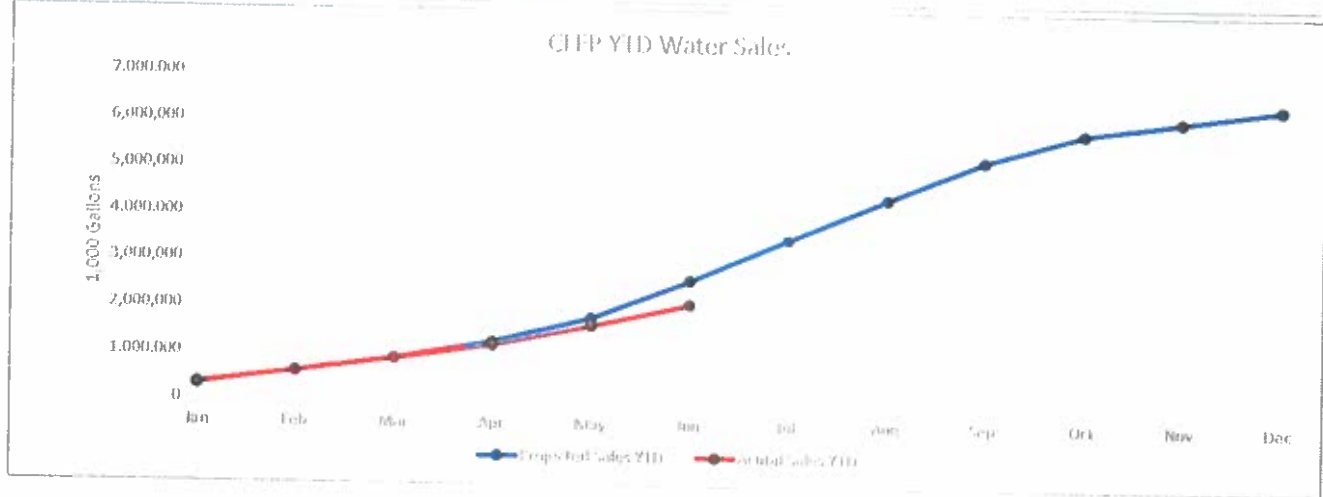
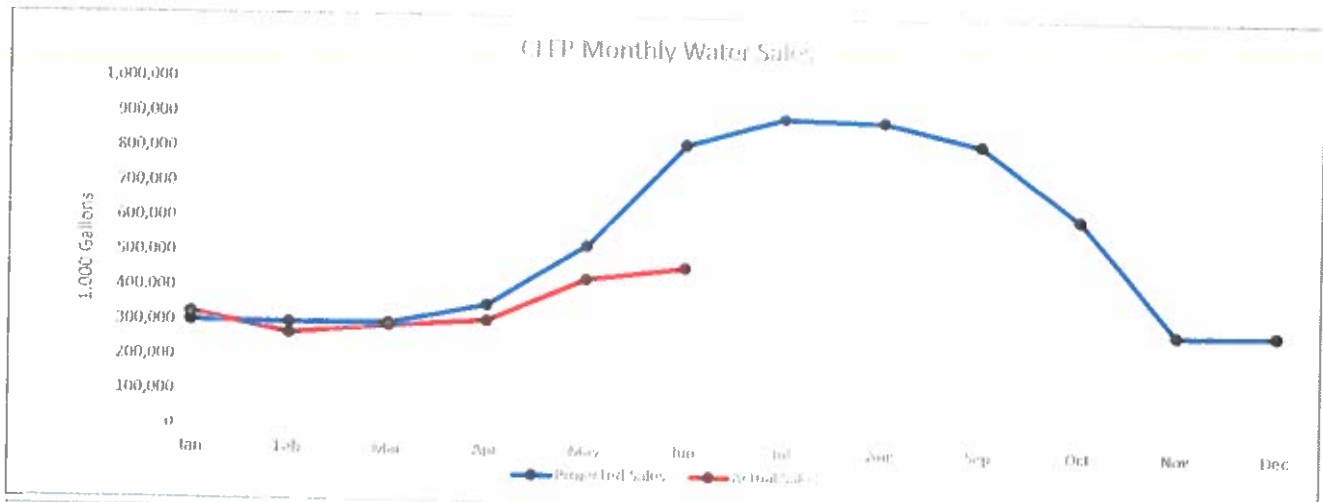
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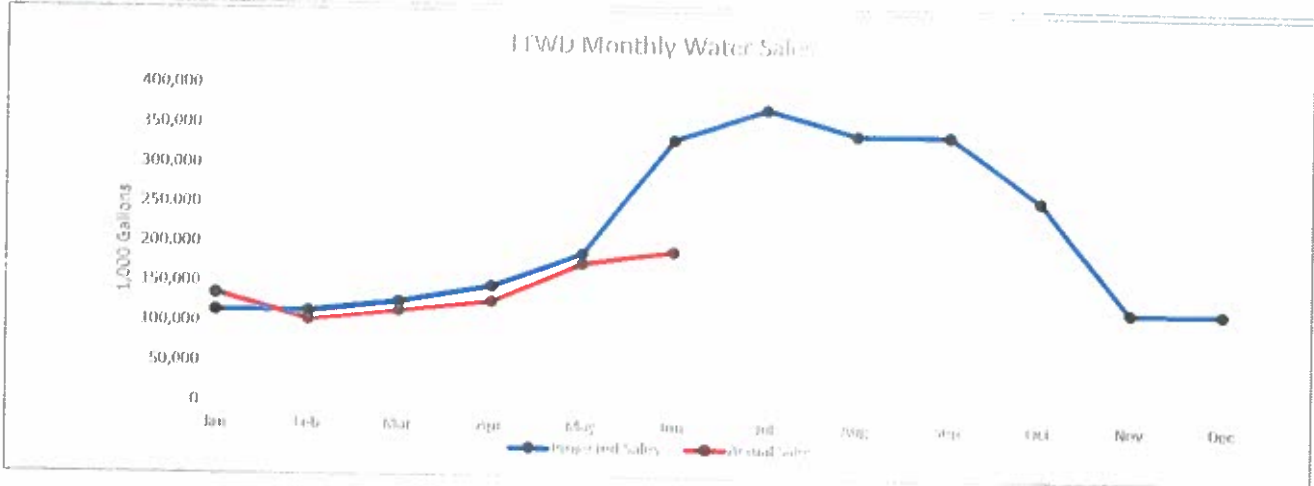
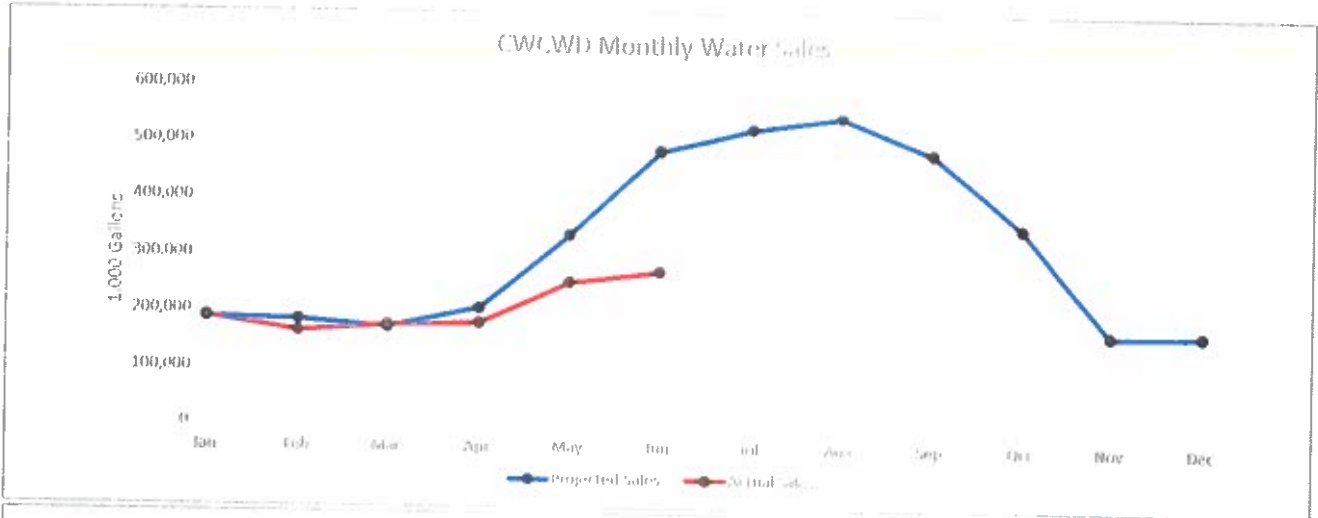
CARTER LAKE FILTER PLANT
Check Register
As of June 30, 2023

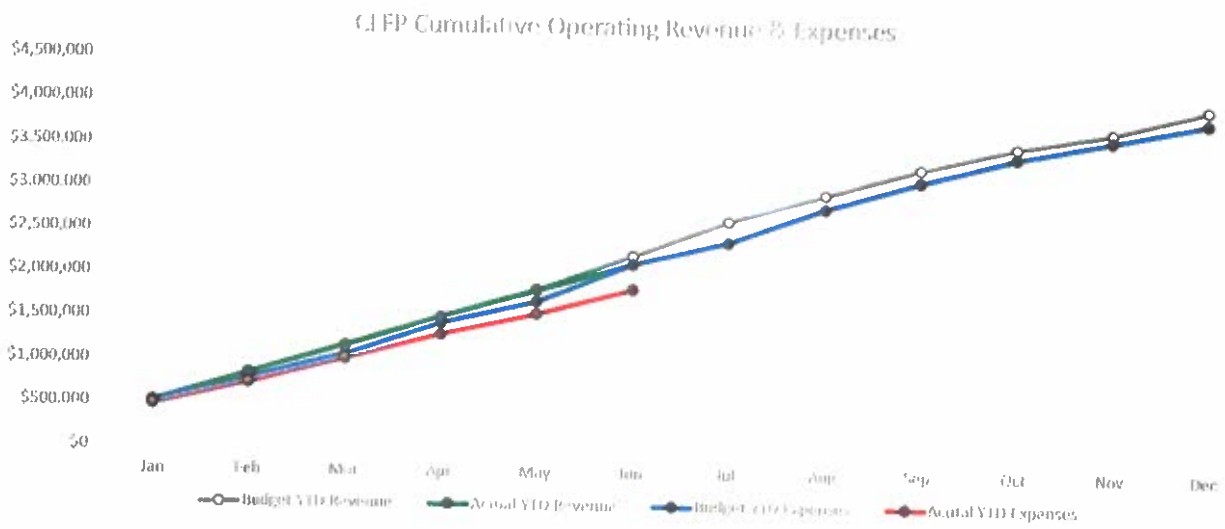
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DIRECT DEPOSIT	6/2/2023	DIRECT DEPOSIT	PAYROLL PERIOD 5/20 - 6/2/2023	\$28,285.37
DIRECT DEPOSIT	6/16/2023	DIRECT DEPOSIT	PAYROLL PERIOD 6/3 - 6/16/2023	\$25,435.49
DIRECT DEPOSIT	6/30/2023	DIRECT DEPOSIT	PAYROLL PERIOD 6/17 - 6/30/2023	\$27,397.67
DIRECT DEPOSIT	6/16/2023	LIND, ALBERT L	BOARD MEMBER REIMBURSEMENT	\$151.30
25411	6/16/2023	STROHAUER, KATIE	BOARD MEMBER REIMBURSEMENT	\$135.58
DIRECT DEPOSIT	6/16/2023	MEINING, T. SCOTT	BOARD MEMBER REIMBURSEMENT	\$131.65
DIRECT DEPOSIT	6/16/2023	BRANDENBURG, STEVEN	BOARD MEMBER REIMBURSEMENT	\$108.07
DIRECT DEPOSIT	6/16/2023	BRANDT, LARRY	BOARD MEMBER REIMBURSEMENT	\$47.58
DIRECT DEPOSIT	6/16/2023	RYAN HEILAND	BOARD MEMBER REIMBURSEMENT	\$100.21
ACH PAYMENT	6/30/2023	COLORADO STATE TREASURER	STATE UI QUARTERLY TAX	\$507.65
ACH PAYMENT	6/2/2023	COLORADO PR TAXES	PAYROLL TAXES	\$2,786.00
ACH PAYMENT	6/2/2023	FEDERAL PR TAX	PAYROLL TAXES	\$9,392.90
ACH PAYMENT	6/16/2023	FEDERAL PR TAX	PAYROLL TAXES	\$9,011.24
ACH PAYMENT	6/30/2023	FEDERAL PR TAX	PAYROLL TAXES	\$8,563.44
25421	6/19/2023	LINCOLN NATIONAL LIFE	457 CONTRIBUTION	\$6,364.89
<u>PAYROLL TOTAL</u>				<u>\$118,419.04</u>

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	\$474,486	\$10,170	\$42,067
Feb	297,843	265,675	\$333,379	\$333,379	\$291,004	\$257,428	\$42,375	\$75,951
Mar	298,803	290,216	\$333,379	\$333,379	\$285,203	\$292,402	\$48,176	\$40,977
Apr	353,066	307,079	\$333,379	\$333,379	\$371,167	\$290,620	(\$37,788)	\$42,759
May	526,125	428,941	\$331,748	\$310,367	\$252,481	\$248,491	\$79,267	\$61,876
Jun	819,659	464,456	\$396,325	\$318,180	\$442,667	\$290,291	(\$146,342)	\$27,890
Jul	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Aug	0	0	\$0	\$0	\$0	\$0	\$0	\$0
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	2,597,049	2,079,736	\$2,239,964	\$2,145,238	\$2,144,106	\$1,853,718	\$95,858	\$291,520







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	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Aug	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
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	848,646		1,671,066			\$618,000.00	\$367,634.44	\$1,015,634.44	

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	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Aug	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
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	1,231,090		2,189,108			\$618,000.00	\$481,603.73	\$1,129,603.73	



Memorandum

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

Attn: Board of Directors
Date: July 7, 2023.

Projects:

Pretreatment

- We have received approval from CDHPE for the following:
 - Removal of the contact clarifier.
 - Coagulant change at the North Plant – CLFP started testing the new chemicals.
- Working on the CDPHE Report for pretreatment.
- Had a meeting with Northern Colorado Water Conservancy District regarding receiving addition flow from the canal and also emergency connection to the canal if something happens to the canal. Northern stated there is capacity from
- Received the proposal from AWC for \$4.6 million dollars. We have reviewed the proposal and sent it back to AWC to modify as there were several errors in the proposal. We added a few pieces of equipment they missed and took away some equipment that did not need to be included. We are expecting to see the revised proposal in a couple of weeks.
- Working on the Design. Sent drawing for CLFP to review for the filter building. There was a couple of questions from the Staff that were address but no other comments.
- Structural has started design.
- Architects have started design.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 7

SUBJECT: June 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 6/30/23 was ~112,000 acre-ft, 112% of normal (information provided by northernwater.org)

Flows

- The average daily demand for June was 14.7 MGD, down from 26.3 in 2022.

North Plant

- The hot water tank heater has been installed and is working properly.
- We conducted a trial of Delpac 2500 coagulant. During the DAF pilot demonstration, it exhibited significant promise. However, the outcomes achieved with the existing treatment methods fell short of our expectations.
- The turbidity replacement project is complete. New turbidimeters are performing well.
- Karla Kinser from Kinser Membrane Solutions will deliver a comprehensive presentation on July 24th, providing valuable recommendations regarding membrane care.
- Joe Furlong from DuPont conducted an assessment of the maintenance wash programming, resulting in necessary adjustments to ensure proper functionality. Moreover, he advised modifying certain piping within the neutralization system.

South Plant

- Heavy rainstorms have persistently impacted the South Plant and Tank Site roads, necessitating the procurement of road base material for resurfacing purposes. The process of spreading the road base is currently underway.

End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 8

SUBJECT: June 2023 Water Quality Report

STAFF: Justin Kane – Lead Shift Operator

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	1.0	0.2 - 4.0
Free Chlorine – 7 MG Tank	mg/L	1.2	1.3	1.1	0.2 - 4.0
pH – Mariana Pumphouse	su	7.4	7.5		TT
pH – 7 MG Tank	su	7.4	7.5		TT
Fluoride – North Plant Clearwell	mg/L	0.8	0.65		4
Fluoride – 7 MG Tank	mg/l	0.8	0.70		4
Orthophosphate – Mariana Pumphouse	mg/L	0.2	0.20		n/a
Orthophosphate – 7 MG Tank	mg/L	0.2	0.20		n/a
TOC – North Plant CFE	mg/L	< 2.0	2.10		n/a
TOC – South Plant Clearwell	mg/L	< 2.0	2.00		n/a
Chlorite – North Plant Clearwell	mg/L	< 0.5	0.4		1.0 mg/L
Chlorite – 7 MG Tank	mg/L	< 0.5	0.30		1.0 mg/L
Chlorine Dioxide – North Plant Clearwell	mg/L	n/a	0.0		0.8 mg/L
Chlorine Dioxide – 7 MG Tank	mg/L	n/a	0.0		0.8 mg/L
Combined Temperature	°F	n/a	56		n/a

End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 9

SUBJECT: Dry Creek Reservoir

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: Review Algal Mitigation Proposal. Approve staff to engage Solitude Lake Management for Reservoir Management.

Flows have not been high enough to meet the 10% dilution factor and we have not treated any water from Dry Creek since February. We are planning to operate the pump the week of July 17th if flows pick up.

Discharge Permitting – A discharge permit is not required for Dry Creek Reservoir since it is not considered a “Water of the State”. The rules we will need to follow for the application are that the chemical is EPA approved and applied in accordance with the manufacturer’s label instructions. It is recommended that the product used is NSF approved as an additional safety measure. I have attached an email from Nate Jacobs of NEC detailing the reasons why a permit is not required.

Algal Mitigation - We have contacted three companies that provide reservoir chemical applications for algal control. Of the three, Solitude Lake Management showed interest; they visited the lake, reviewed the water quality testing data, and have provided a proposal for a one-time treatment of the reservoir. Their recommendation is the use of a product called Earthtec which is a liquid copper sulfate that is EPA and NSF approved. I have requested a proposal using a hydrogen peroxide-based algaecide for comparison, however, their technical director’s initial recommendation based on the water quality in Dry Creek is the Earthtec product.

I would like to move forward with Solitude to the extent of bench-scale testing to ensure the product works. We need to wait until the taste and odor causing algae are active to determine this products effectiveness, and the most recent testing conducted on 6/12/23 showed the algae were not yet active. July taste and odor testing scheduled to occur the week of 7/10. Once we have determined the recommended product is effective I would like to move forward with treating the reservoir.

(attachments – Email from Nate Jacobs (NEC) and product information and proposal for Earthtec application in Dry Creek)

Rick Whittet

From: Nate Jacobs <njacobs@nec-engrs.com>
Sent: Wednesday, June 28, 2023 5:20 PM
To: Rick Whittet
Subject: CLFP - Dry Creek - Algaecide Application/Permitting Discussion Notes - CDPHE

Rick,

I am reaching out to follow-up with information discussed with John Nieland (CDPHE) and to review what we discussed today in regards to the Algaecide Application process/procedure as well as permitting.

Dry Creek Reservoir, Background Information:

- Not a "Water of the State", privately owned (jointly owned by CWCWD and LTWD)
- Not Lined
- No Discharge

John Nieland (CDPHE Permitting):

- We worked through the General Discharge Permit, CDPS, "General Permit – COG860000",
 - Upon completion, CLFP gained approval
 - However, the CDPS General Permit is only relevant to "Waters of the State", and therefore does not apply here.

Integrated Pest Management (IPM):

- If this was a "Water of the State", then prior to applying algaecide, CLFP would need to follow all steps/procedures as outlined within the EPA website (<https://www.epa.gov/safepestcontrol/integrated-pest-management-ipm-principles>)
 - However, since this is not a "Water of the State", the General Permit does not apply, and therefore the need for IPM's does not apply
 - Furthermore, since John Nieland is only concerned with the General Permit, and since this would be the only relevant permit (which doesn't apply), John Nieland had no further comments regarding permitting, and should have no future involvement.

Permitting:

- Again, since the General Permit does not apply, and since there are no other relevant permits, the only "rules" that we need to follow, per John Nieland (CDPHE), are:
 - 1.) Algaecide must be EPA approved
 - a. It would be "safer" to select and algaecide that is NSF approved, but not required (<https://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=C0541750&Standard=060>)
 - 2.) Application of Algaecide shall follow the instructions/language contained within the product label/MSDS sheets.
 - a. The application rate and other application instructions/restrictions MUST be followed per product label, this is the only regulation we need to follow

Algaecide Selection:

- John Nieland's only comment was to look at selecting a product other than Copper Sulfate.
 - Justification: With Dry Creek Res. Not being lined, there is the potential for water to leak and/or reach groundwater
 - CDPHE has seen sites where Copper Sulfate is not fully "used-up" within the reservoir, settles on the bottom of the substrate, and at this point could potentially leach into groundwater.
 - This was just a recommendation, not a requirement. Copper Sulfate could still be utilized, however I wanted to pass along his recommendation to avoid this algaecide.

Reporting:

- After speaking with John Nieland, he recommended the “lake management” company: Solitude, which CLFP is pursuing.
- He would also like to be kept in the loop, regarding the schedule for application, and the selected algaecide product.

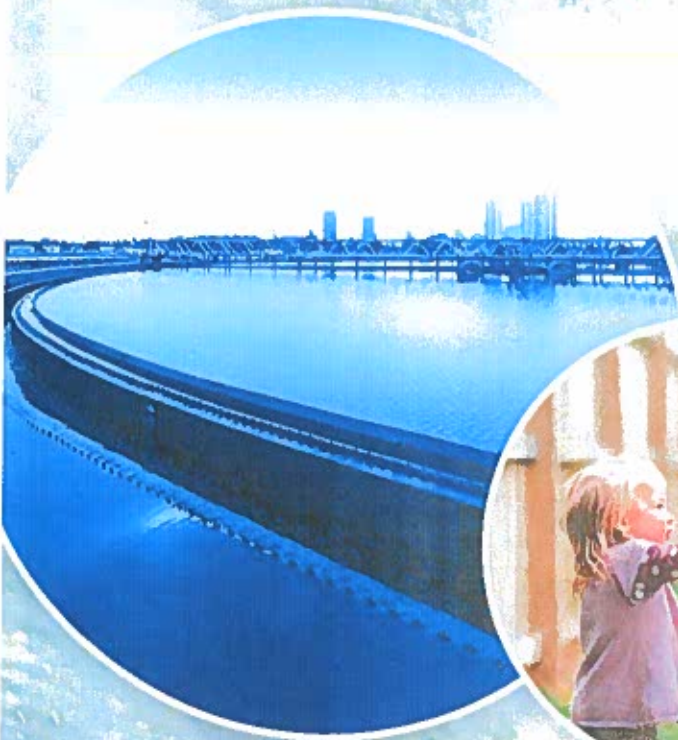
Sincerely,



Nate Jacobs
Project Engineer
NOCO Engineering Company

EARTHTEC[®]

**Improving Potable Water
Quality Since 1991**



- Effective algae control
- Treats taste and odor
- Potential TOC reduction
- Creates no disinfection byproducts
- Apply in WTP pipelines and reservoirs

earthtecwatertreatment.com

NSF

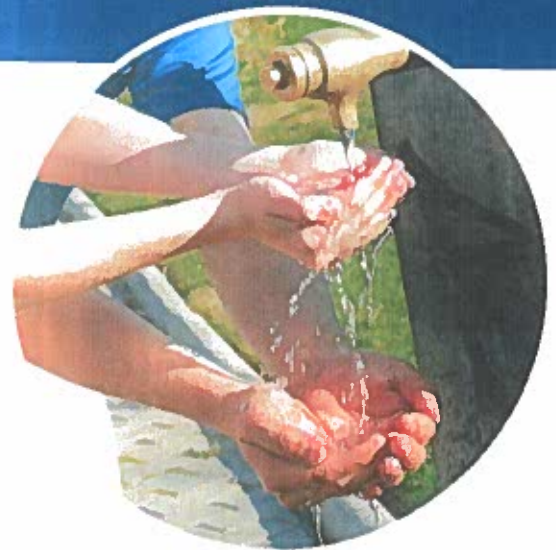
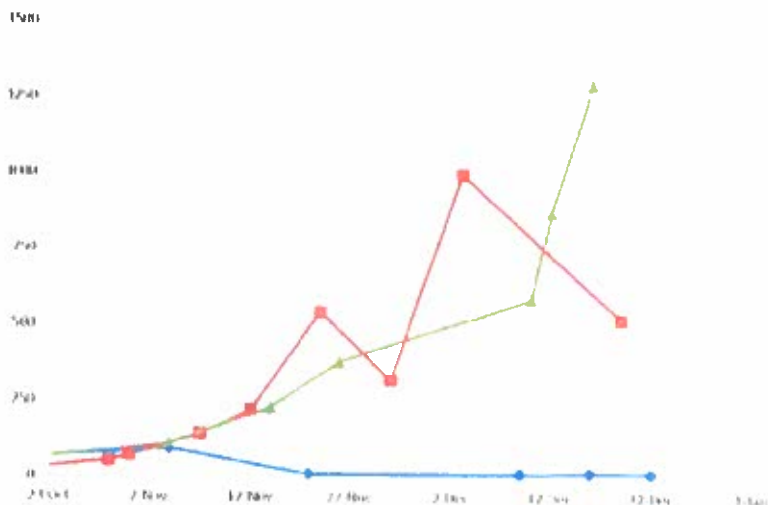
Certified to
NSF/ANSI 60



EarthTec is an EPA registered algaecide/bactericide* that is NSF-certified to ANSI Standard 60 for drinking water. EarthTec's unique liquid formulation is proven effective at reducing algae and bacteria prior to entering the WTP. The result is better water quality entering the plant.

EarthTec has also shown to be one of the most economical solutions for removing taste and odor causing algae. When a plant is going through a taste and odor episode related to algae, the public outcry and cost can be overwhelming. EarthTec has a number of municipalities throughout the US effectively using EarthTec to reduce the taste and odor causing algae prior to entering the WTP.

Taste & Odor Data at 100 mgd WTP



*non-public health bacteria

EARTHTEC[®]
earthtecwatertreatment.com



Algicide/Bactericide*

Product Summary

How EarthTec® Works

EarthTec® is a copper solution containing 99.99% cupric ions (Cu^{++}), which are toxic to microscopic organisms at low doses. Copper toxicity interferes with metabolic process of respiration and photosynthesis and stops the cell from producing waste products that are environmentally unsafe for water conveyance and human consumption. EarthTec® has an advantage over other products that destroy cells by opening the cell membrane. EarthTec® starves the cell, elevating the potential for oxidizing other hazardous compounds. The EarthTec® solution has other advantages that address the use of copper in water hydrology.

Advantages of EarthTec®

Historically, two significant problems have occurred in the treatment of water with algicides and bactericides:

- (1) Uniformity of the treatment chemical
- (2) Effective concentration of the treatment chemical throughout the body of water

Both of these problems are solved by the application of EarthTec®.

First, unlike other water treatment products, EarthTec® diffuses uniformly throughout a body of water without agitation at the rate of 25 feet horizontally and 8 feet vertically per hour. Therefore, less labor is needed to apply the solution to a body of water.

EarthTec® solves the second problem due to its ability to maintain an effective concentration of biologically active copper in suspension throughout the water being treated. Copper, which may be the oldest, safest and most recognized algicide, bactericide and fungicide known to man, is widely used in water treatment. However, prior to development of the proprietary carrier, no product had the ability to maintain copper in solution. Copper, when applied in treatment, simply sank to the bottom.

While such copper will likely be effective against any algae or bacteria it encounters as it sinks to the bottom, it will not be effective in treating the entire body of water. A few chelated copper products on the market today are able to maintain the copper in solution for a short period of time, but the chelate bond deteriorates and the copper quickly settles to the bottom. Additional ecosystem problems may develop when significant amounts of copper settle to the bottom of lakes or ponds. EarthTec® is able to retain copper in solution over a broad range of water conditions, i.e. pH, alkalinity, etc. When the copper acts on the algae or bacteria, it complexes with the organism and becomes biologically inactive. EarthTec® is able to maintain the biologically active cupric ion in solution to attack the target species throughout the water strata.

EarthTec® Applications

EarthTec® is used in lakes, ponds, municipal treatment facilities, reservoirs, wastewater systems, irrigation canals, animal confinement pits and other water systems. EarthTec® has the ability to remain in suspension over long periods with mathematically predictable copper levels which allow precise control of algae and bacteria without overtreatment. EarthTec®, because it self-disperses and maintains the algicide/bactericide* in suspension, can be used in both sophisticated processing facilities and in more basic treatment environments. No specialized equipment or highly skilled and expensive technicians are necessary for EarthTec® to be effectively utilized.

©2013 Earth Science Laboratories, Inc.
*Nonpublic Health Bacterin

SERVICES CONTRACT

CUSTOMER NAME: The Carter Lake Filter Plant

SUBMITTED TO: Darrell Larson

CONTRACT DATE: June 30, 2023

SUBMITTED BY: Austin Hogan, Field Operations Manager / Erika Bamberg, Sales Support Administrator

SERVICES: Algae and Odor Treatment at Dry Creek Reservoir

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("Solitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. **The Services.** SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:
2. **PAYMENT TERMS.** The total fee for services is **\$53,748.60**. **Price is valid for 60 days from the contract date.** The Customer shall pay 50% of this service fee upon execution of this Agreement. The balance (remaining 50% of fee) will be invoiced to Customer by SOLitude following completion of the Services. For any work completed or materials in storage on the customer's behalf at the end of each month, the company will invoice and the customer will be responsible for paying the percent of the total work completed as of that date, less any previous deposit paid. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the fee above. Customer agrees to pay all invoices within thirty (30) days of invoice date. The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Company shall be reimbursed by the Customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the Company by the Customer that are not covered specifically by the written specifications of this contract.
3. **TERM AND EXPIRATION.** This Agreement is for a one-time service as described in the attached Schedule A. Any additional services will be provided only upon additional terms as agreed to by the parties in writing.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

While SOLitude Lake Management LLC makes every effort to thoroughly inspect the site before providing this contract proposal or beginning any work, it is possible, without fault or negligence, that unforeseen circumstances may arise, or that hidden conditions on the site might be found in the course of the performance of the contract work, which would result in additional time or material costs that exceed this contract pricing. Should this occur, the customer will be notified of these unforeseen circumstances or conditions and be responsible for the costs associated with remedying. By signing this agreement, the customer acknowledges that they have informed SOLitude Lake Management® of all known and relevant current site conditions that would be reasonable to expect could affect our ability to successfully complete the contract work.

5. **INSURANCE AND LIMITATION OF LIABILITY.** Solitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



6. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.
12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. **E-Verify.** Solitude Lake Management LLC utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

ACCEPTED AND APPROVED:

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SOLITUDE LAKE MANAGEMENT, LLC.

THE CARTER LAKE FILTER PLANT

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

Customer's Address for Notice Purposes:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

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SCHEDULE A - SERVICES

Pond Algae and Odor Treatment:

1. SOLitude will apply Earthtec to half of the water volume to treat algae and diatoms which produce Geosmin, an odor causing compound currently found in the reservoir.

Permitting (when applicable):

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities (when applicable):

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced

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management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.

4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLITUDE Lake Management. Recipients may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLITUDE Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 10

SUBJECT: Manager's Report

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: Approve Chlorine Dioxide Service Agreement Renewal.

Safety Training – June's safety training class was postponed due to scheduling conflicts.

Staff Update

1. The Operator Assistant position was advertised on the following websites: awwa.org, clfp.colorado.gov, and indeed.com. Received several applications which are being reviewed.
2. Sandy completed 90 days of service and is now a regular employee eligible for benefits.
3. Lisa's surgery was successful, and she is home recovering.

Network Security – The firewall support service will be renewed for another year in July. The device will require replacement before end of 2024 due to discontinued support of the device.

Telephone Service Update – CenturyLink/Lumen was able to repair two of the three lines that were out of service. The third line is scheduled for repair on July 25th. I have evaluated the following options to serve as a backup to the phone service. Option 1 is the preferred choice, and I am awaiting some technical details before moving forward.

1. An additional software program can be installed on the SCADA system for alarm notification capable of notifying the operator via email or text message.
2. Abandon two telephone lines and purchase two voice over ip lines. This would work for redundancy but we would rely upon the phone company to transfer phone numbers in an emergency which could be problematic.
3. Starlink – this is a high-speed internet service provided by satellite for rural and remote customers. The Plant House resident (Justin) currently subscribes to this service. He likes the speed of the service, but has advised me when there is adverse weather, he will occasionally lose connection. Our current internet service is reliable and I don't see a benefit to switching service providers at this time.



Carter Lake Filter Plant

4. Satellite phone: these devices are similar to mobile phones, however, service is provided via satellite which provides coverage in remote areas. While this would be useful for a person in an emergency, this type of device would not be able to connect to our alarm system for call-outs.

Chlorine Dioxide Service Contract Renewal –Chlorine dioxide is generated on-site by a generator at each treatment plant which combines chlorine gas and sodium chlorite to produce chlorine dioxide. The cost shown on the renewal includes the sodium chlorite chemical delivered and service of both chlorine dioxide generators except for parts. I anticipate the increase will total up to an additional \$27,062 in chemical costs for 2023, however, this increase will be less this year if production remains down.

Historical chemical cost per year is displayed in the table below:

Sodium Chlorite Pricing

Year	price per lb.
2020 - 2021	\$ 0.81
2021 - 2022	\$ 0.84
2022 - 2023	\$ 0.92
2023 - 2024	\$ 1.08

The renewal and explanation of the cost increase are attached on the next pages.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 9

SUBJECT: Manager's Report

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: None, informational item.

Safety Training – May's safety training session was concerning the use of hand and power tools.

Staff Update

1. I have made a conditional offer of employment to a candidate for the Operator Assistant opening.
2. Lisa has surgery scheduled for late June.

Telephone Line Issues – We experienced an outage of some of our phone lines at the Plant and Plant House on May 24th. The outage occurred on the service lines to the facility. I requested CenturyLink to repair the lines as soon as possible but they didn't send a repair tech. for 1 week and we are still waiting for the issue to be resolved at the Plant house. This is important because we use auto-dialers to notify on-call personnel of alarms after hours. Because of the delayed response to repair the issues I am looking into a backup/alternative option.

End of Report



January 18, 2023

Dear Valued Customer,

Thank you for your continued business and support. As you are certainly aware, the economic and global environment continues to pose tremendous challenges to our market demands, environment, and the way we conduct business. Recently, the U.S. Bureau of Labor Statistics announced the Producer Price Index* rose 7.4% in November 2022 – continuing months of extreme year-over-year inflation. Therefore, it is no surprise that we are experiencing volatility in our costs of doing business both domestically and globally including**, but not limited to:



CHEMICALS: Prices continue to climb +10-20% year-over-year with domestic capacity constraints driving increases



FUEL: While the price of oil has dropped slightly (>\$80/barrel), diesel prices remain high compared to last year (+30%)



FREIGHT: Domestic freight costs are stabilizing, but international freight prices continue to remain high due to COVID restrictions.

As the costs to obtain and deliver chemical and services has increased dramatically throughout the year, we've had to reexamine certain pricing structures and adjust accordingly. In addition, we are committed to hiring and retaining expert technicians, engineers, and support staff to ensure the world-class products and services you have come to expect. Our vast service network and trained technicians across North America are our customers' professional and local partner for critical water needs.

We are working hard to achieve efficiencies that mitigate the impact of rising costs; however, due to rapid and sustained increases we must recover some of these expenses. As always, we remain committed to the highest level of safety, service, quality, and ensuring continuity in the essential and critical support we provide to your business. **We value the relationship we've built over the years and look forward to serving you in the weeks and months ahead.**

With kind regards,

Thomas R. Wilson, P.E.
VP/GM Municipal Services

*For PPI and CPI index information, visit:
<https://www.bls.gov/>

**Cost information updated December 2022; provided
by Evoqua's internal Sourcing team



February 23, 2023

Rick Whittet
Carter Lake Filter Plant
7100 West County Road, 8E
Berthoud, CO 80513
Phone: (970) 532-3624
Email: rwhittet@skybeam.com

**RE: 2023-2024 FULL-SERVICE CHLORINE DIOXIDE CONTRACT
CARTER LAKE FILTER PLANT, CO
Evoqua Quote No. Q230220SB07**

Dear Mr. Whittet:

Evoqua Water Technologies LLC would like to thank you for your business and continued interest in our products and services.

Due to continued increases in our costs, we will need to apply an increase. If you find this increase acceptable, the price for AKTA Klor 25 (25% Sodium Chlorite) will be \$1.08 per pound delivered. This pricing will take effect on June 1, 2023, and remain firm through May 31, 2024. The above price is for AKTA Klor 25 and includes Chlorine Dioxide services, chemical and equipment.

The attached Evoqua Terms and Conditions shall apply. The above price does not include any applicable taxes.

PLEASE NOTE: Effective April 2022, you may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faq>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Evoqua appreciates your business and support and looks forward to continuing to provide you the quality products, services and lowest cost solutions. If you have any questions, comments, or if I can be of service to you in any way, please contact me at (303) 349-0520 or via email at Michael.Trefry@Evoqua.com. We look forward to providing "Best in Class" service for years to come.

Sincerely,

Evoqua Water Technologies LLC

Michael Trefry

Michael Trefry
Technical Sales Representative

**RE: 2023-2024 FULL-SERVICE CHLORINE DIOXIDE CONTRACT
CARTER LAKE FILTER PLANT, CO
Evoqua Quote No. Q230220SB07**

ACCEPTANCE OF PROPOSAL

Evoqua Water Technologies LLC will process your order when we receive acceptance of this request by signing below and returning to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Accepted by: _____

This _____ day of _____ Year _____

By: _____

Title: _____

Company: _____

EVOQUA WATER TECHNOLOGIES LLC

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. **THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.
10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.
11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.
12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.
13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.
14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.
15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 5

SUBJECT: May Financial Review

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

ACTION REQUEST: Approval of May Financials

- Review of May Financials:

- May operations revenue was \$310,367.00 which is \$21,380.00 less than budgeted.

- May total expenses were \$248,491.00 which is \$4,230.00 less than budgeted.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 7

SUBJECT: May 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 5/31/23 was ~112,000 acre-ft, 112% of normal.

Flows

- The average daily demand for May was 15.0 MGD, down from 20.4 in 2022.

North Plant

- The hot water tank heater has been ordered and is scheduled to be delivered mid-June.
- Delpac 2500 coagulant trial test scheduled to begin June 1st.
- The new compressor is in operation and performing well.
- Turbidimeter Replacement Project underway, 75% completed.
- Annual Backflow Inspection: Technician inspected two backflow devices and one of them failed and had to be rebuilt, after being rebuilt, backflow devices passed inspections.
- Annual Fire System Testing: The system was tested and flushed. The system passed inspection.

South Plant

- Annual Backflow Inspection: Technician inspected three backflow devices and one of them failed and had to be rebuilt, after being rebuilt, backflow device passed inspections.
- Annual Fire System Testing: The system was tested and flushed. A replacement exterior strobe light was installed. The system passed inspection.

Dry Creek

- Flows are not yet high enough to run the pump at the 10% blending ratio.
- Meeting scheduled for June 8th with Solitude Lake Management regarding algacide applications.
- We developed an Operations Plan for Dry Creek for this summer for the operations staff.

Other

- The last few rainstorms have done significant damage to the roads and washed out some culverts. We are ordering road base to repair damages.

End of Report

AGENDA ITEM SUMMARY

ITEM NUMBER: 8

SUBJECT: May 2023 Water Quality Report

STAFF: Justin Kane – Lead Shift Operator

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	1.2	0.2 - 4.0
Free Chlorine – 7 MG Tank	mg/L	1.2	1.1	1.3	0.2 - 4.0
pH – Mariana Pumphouse	su	7.4		7.6	TT
pH – 7 MG Tank	su	7.4		7.7	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		0.2	n/a
Orthophosphate – 7 MG Tank	mg/L	0.2		0.2	n/a
TOC – North Plant CFE	mg/L	< 2.0		1.9	n/a
TOC – South Plant Clearwell	mg/L	< 2.0		1.9	n/a
Chlorite – North Plant Clearwell	mg/L	< 0.5		0.4	1.0 mg/L
Chlorite – 7 MG Tank	mg/L	< 0.5		0.3	1.0 mg/L
Chlorine Dioxide – North Plant Clearwell	mg/L	n/a		0	0.8 mg/L
Chlorine Dioxide – 7 MG Tank	mg/L	n/a		0	0.8 mg/L
Combined Temperature	°F	n/a		51	n/a

Disinfection By-product Testing:

Samples were taken in May by both Water Districts. The results at all sites were well below the maximum contaminant levels.

End of Report

CARTER LAKE FILTER PLANT PRETREATMENT UPDATES

ITEM NO. 6D

JULY 20, 2023

Background Summary:

Submitted reports to CDPHE
Working on the design, structural and architects have started designs
Working through some fine points of the contract with AWC

BOARD ACTION SUGGESTED: As appropriate by Board.



Memorandum

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

Attn: Board of Directors
Date: June 6, 2023.

Projects:

Pretreatment

- We have submitted the following reports to CDPHE:
 - Removal of the contact clarifiers – South Plant. Still waiting to hear back from CDPHE.
 - Coagulant change at the North Plant – CLFP started testing the new chemicals.
- Started the CDPHE Report for pretreatment
- Working on the Design. Sent drawing for CLFP to review for the filter building. There was a couple of questions from the Staff that were address but no other comments.
- Structural has started design.
- Architects have started design.
- We are working through some of the fine points of the contract with AWC. So far everything is moving forward.

TAP FEE AGREEMENTS

ITEM NO. 7A

JULY 20, 2023

Summary:

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

	OWNER	TAP SIZE	LOCATION
1	CBT Farms LLC	Quarter 5/8"	CR 21/16-18
2	Michael A & Diana L Wood	Quarter 5/8"	Jubilee Way & CR 44
3			
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							
February	0	0	1	0	0	0	0	August							
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							

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

TOWN TAPS	5/8"	3/4"	1"	1.5"	2"	3"
Dacono	40					
Firestone				1		
Frederick						
Kersey	1					
TOTAL	41			1		

Dacono = used 37 prepaid taps; 93 Prepaid Taps remain

SOLD HISTORY	2023	2022	2021	2020	2019	2018
CW Quarter	5	9	3	0	0	0
CW Budget	2	7	23	36	27	25
CW 5/8"	2	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.

PETITIONS FOR INCLUSION

ITEM NO. 7B (1-4)

JULY 20, 2023

Background Summary:

Attached for your review is a list of property owners who have completed the Petitions for Inclusion to receive water service from Central Weld County Water District. Also attached is a copy of the Resolution granting the Petitions for Inclusion.

BOARD ACTION:

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

PETITIONS FOR INCLUSION

Item No. 7B (1-2)

July 20, 2023

CENTRAL WELD COUNTY WATER DISTRICT
LIST OF PETITIONERS FOR INCLUSION

	Tap #	NAME	MAILING ADDRESS
1	3471, 3472, 3473, 3474	2936, LLC	17921 County Road 25; Platteville, CO 80651
2	3229	Sandberg Irrevocable Trust	PO Box 663; LaSalle, CO 80645
3	3470	Duane & Kathy Klinger	120 18 th Street; Greeley, CO 80631

PETITIONS FOR INCLUSION

Item No. 7B (1-2)

July 20, 2023

“RESOLVED that **CENTRAL WELD COUNTY WATER DISTRICT** grant the Petitions for Inclusion of the persons named in the attached sheet of the property described therein for the inclusion of their property in said District. It is resolved that the President and Secretary of the District do any and all things necessary to include 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 July 20, 2023.”

James W. Park, President

(SEAL)

7B(2)

**NOTICE OF MEETING
AND FILING PETITIONS FOR INCLUSION**

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 20th day of July, 2023, at 1:30 P.M. at which meeting the Board will consider Petitions for Inclusion by the following individuals:

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

Legal Description	Parcel No.	Name	Address
PT NE4 8-3-66 LOT D REC EXEMPT RECX17-0093	121108100015	2936 LLC	TBD County Road 36 Platteville, CO 80651
PT SW4 12 4 66 LOT B LOT LINE ADJ LLA22-0004	105712300013	George I. Sandberg Irrevocable Trust	17215 County Road 46 LaSalle, CO 80645
E2NE4 32-4-65 LOT B REC EXEMPT RE-2708 (.62R)	105532000035	Duane & Kathy Klinger	19900 County Road 40 LaSalle, CO 80645

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 included in 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 20th day of July, 2023.

(SEAL)


 Stan Linker, District Manager

Affidavit of Publication

STATE OF COLORADO

ss.

County of Weld,

I, the undersigned agent, of said County of Weld, being duly sworn, say that I am an advertising clerk of

THE GREELEY TRIBUNE,

that the same is a three days weekly plus Sunday newspaper of general circulation and printed and published in the City of Greeley in said county and state; that the notice or advertisement, of which the annexed is a true copy, has been published in said daily newspaper for consecutive (days); that the notice was published in the regular and entire issue of every number of said newspaper during the period and time of publication of said notice, and in the newspaper proper and not in a supplement thereof; that the first publication of said notice was 21st day of June A.D. 2023 and the last publication thereof in the issue of said newspaper 5th day of July A.D. 2023 has been published continuously and uninterruptedly during the period of at least six months next prior to the first issue thereof contained said notice or advertisement above referred to; that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any amendments thereof; and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

NOTICE OF MEETING
AND FILING PETITIONS FOR INCLUSION

TO THE BOARD OF DIRECTORS OF THE CENTRAL WELD COUNTY WATER DISTRICT AND TO ALL OTHER PERSONS TO WHOM IT MAY BE OF CONCERN:

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LEGAL DESCRIPTION
IN THE CENTRAL WELD COUNTY WATER DISTRICT

Legal Description	Parcel No.	Name	Address
PT NE4 B 3 66 LOT D REG EXEMPT REC:17-0093	121103100015	2936 LLC	TBD County Road 387Palleville, CO 80651
PT SW4 12 4 66 LOT B LOT LINE ADJ LLA22-0004	105712300013	George L Sandberg Irrevocable Trust	17215 County Road 49LaSalle, CO 80645
E2NE4 32 4 66 L91 B REC EXEMPT RE:2708 (L&TR)	105532000035	Duane & Kathy Kluge	19900 County Road 40LaSalle, CO 80645


Also excepting from all above listed properties included in the tract, all railroad and public road right of way and property owned by electric, canal and reservoir companies.

The individuals have prayed in their petition that their land be included in the District. The Board will also take up any other business to come before it.

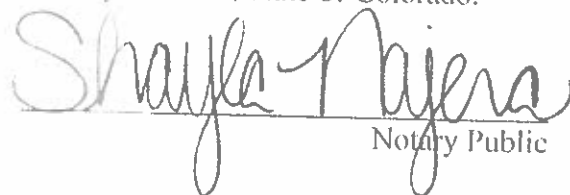
Given under my hand and the seal of said District the 20th day of July, 2023.

Stan Under, District Manager

Published: Greeley Tribune June 29, 28, July 9, 2023 1983453


Agent

Subscribed and sworn to before me this 5th day of July, 2023 in the County of Weld, State of Colorado.


Notary Public

Acct#: 1098907
Ad #: 1983453
Cost: \$105.60

SHAYLA NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174031965
MY COMMISSION EXPIRES July 31, 2025

RATE PRESENTATION

ITEM NO. 7C

JULY 20, 2023

Background Summary:

The Rate Presentation will be given by NOCO Engineering and the expense projections will be given by WEL Consulting.

BOARD ACTION SUGGESTED:

As appropriate by Board.

PUBLIC HEARING – ACTION ITEM

RATE ADJUSTMENTS FOR THE SURCHARGES, TAP FEE, AND SUPPLEMENTAL SERVICE RATES

ITEM NO. 7D

JULY 20, 2023

Background Summary: ACTION ITEM

Pursuant to Section §32-1-1001(2)(a), C.R.S., this Public Hearing is to provide an opportunity for interested customers and concerned citizens to provide any input about the proposed rate increases for the Surcharge Rate, Tap Fee Rate, and Supplemental Service Rates, etc. for the Monthly Detailed Rate Schedule and Policies for all customers and municipalities subject to District Rules and Regulations.

The District reserves the right at any time to change the rates and fees of the District as allowed by law through a public rate hearing. Rate increase notifications have been posted on the District's website, in the Greeley Tribune newspaper, and included in the annual distribution of the CCR report mailed to customers and municipalities.

BOARD ACTION SUGGESTED:

1. Approve by Board Resolution the changes to increase the Monthly Detailed Rate Schedule for all customers and municipalities subject to District Rules and Regulations with the changes to be effective November 1, 2023 if there are no public comments.
2. Approve by Board Resolution the Surcharge Rate Increase for all customers and municipalities subject to District Rules and Regulations with the changes to be effective November 1, 2023 if there are no public comments.
3. Approve by Board Resolution the Tap Fee Rate Schedule for all customers and municipalities subject to District Rules and Regulations with the changes to be effective November 1, 2023 if there are no public comments.

TOWN OF FIRESTONE

ITEM NO. 7E

JULY 20, 2023

Background Summary:

The Settlement with the Town of Firestone has been reviewed by legal counsel from both sides and a Settlement Agreement and Release will be reviewed for approval at the meeting.

The Sixth Addendum to existing Agreement date May 28, 1974 will be reviewed again and will need approval to sign at the meeting as it was contingent on the litigation being settled.

BOARD ACTION SUGGESTED:

Approve and sign the Release of the Litigation Sixth Addendum to existing Agreement date May 28, 1974.

Approve and sign the Settlement Agreement and Release.