

**BOARD AGENDA FOR
CENTRAL WELD COUNTY WATER DISTRICT**

Meeting Time: 1:30 P.M., Thursday, April 15, 2021 **Please enter through North, shop doors. Thank you**

Location: Central Weld County Water District – 2235 2nd Avenue, Greeley, CO

ITEM 1: ROLL CALL:

	<u>Directors</u>	<u>Staff</u>
James W. Park	Scott Meining	Stan Linker
Katie Strohauer	Peter Ulrich	Roxanne Garcia
Albert L. Lind, Jr.		

ITEM 2: Public Comment on Non-Agenda Items

ITEM 3: MINUTES

- A. Approval of Minutes dated March 18, 2021

ITEM 4: FINANCIAL REPORTS

- A. Approval of Current Bills
- B. Fund Investment
- 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
- G. Windy Gap

ITEM 6: CARTER LAKE FILTER PLANT REPORT

- A. Minutes
- B. Agenda
- C. Project Updates
- D. PreTreatment Updates

ITEM 7: NEW BUSINESS

- A. Tap Fee Agreements
- B. Executive Session - §24-6-402(4)(a), C.R.S. concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest.
- C. CBT Purchase
- D. Dry Creek Storage Agreement
- E.
- F.
- G.

ITEM 8: ADJOURNMENT

**MINUTES FOR
CENTRAL WELD COUNTY WATER DISTRICT
REGULAR BOARD MEETING
MARCH 18, 2021**

The Regular meeting of the Board of Directors of Central Weld County Water District was held on Thursday, March 18, 2021, at approximately 1:30 P.M. The meeting was called to order by James W. Park.

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

PUBLIC COMMENTS: None

MINUTES:

The Minutes of the February 18, 2021 meeting were reviewed by the Board. Katie Strohauer moved and T. Scott Meining seconded to approve the Minutes as written. Motion Passed.

FINANCIAL REPORTS:

The financial reports were reviewed for the month of March. Coblaco's bill was for the 3.35 MG tank painting at LaSalle. T. Scott Meining moved and Katie Strohauer seconded to approve the financial reports and current bills for payment. Motion Passed.

INCOMING CORRESPONDENCE:

The Board reviewed the Incoming Correspondence.

OUTGOING CORRESPONDENCE:

The Board reviewed the Outgoing Correspondence.

FIELD REPORT:

The Board reviewed and noted the Field Report.

CONSUMPTION REPORT:

The Board reviewed and noted the Consumption Report.

USAGE & REVENUE REPORT:

The Board reviewed and noted the Usage and Revenue Report.

NISP:

To date the District has paid \$7,959,615.00 for it's portion of engineering and fees.

WINDY GAP REPORT:

The court has affirmed the agencies' RODs in full. Construction could begin in Nov. or Dec. 2021.

Regular Board Meeting March 18, 2021

CARTER LAKE FILTER PLANT:

Connell Resources has been proceeding with the 7 MG tank construction. The fill date of the new tank is still on track for sometime in 2021. There was an inspection of Filter #23 and it was found by five experts that the construction was not correctly on this bay. There are pipe and floor issues and sand has gotten into the filters inside the bay making them incapable of functioning. The seals were not set properly and Spiegel has been deemed at fault. The filter plant manager and legal counsel will discuss options for correcting Filter #23 and Spiegel's bond has been pulled siting contractor default. The PreTreatment bids were accepted but the board members from CWCWD are not in agreement with the board members from LTWD as to who should be awarded the contract.

TAP FEE AGREEMENTS:

The following Tap Fee Agreements were reviewed to approve:

	OWNER	TAP SIZE	LOCATION
1	Jeffery & Felecia Boyer	Budget 5/8"	CR 46/43 & 43.6
2	Katie O'Neill	Budget 5/8"	Lot 10 Panorama

T. Scott Meining moved and Katie Strohauer seconded to approve the Tap Fee Agreements. Motion Passed.

CONSUMER CONFIDENCE REPORT:

The annual Consumer Confidence Report was reviewed. The report has to be provided to the Towns prior to April 1st. The report has to be provided to customers prior to July 1st.

CBT PURCHASES:

The District is purchasing 13 units of CBT water for a total purchase price of \$754,000.00 or \$58,000 per unit. The District is also purchasing 50 units of CBT for a total purchase price of \$2,900,000.00 or \$58,000 per unit. The Board reviewed the Corporate Contracts, the Base Water Supply Affidavit forms, and the Base Water Supply Affidavit Class BC forms from Northern Colorado Water Conservancy District. Katie Strohauer moved and T. Scott Meining seconded to approve the NCWCD Corporate Contracts for the purchase of CBT. Motion passed. T. Scott Meining moved and Katie Strohauer seconded to approve the Base Water Supply Affidavit Class BC forms. Motion passed. Katie Strohauer moved and T. Scott Meining seconded to Certify the Base Water Supply Affidavit forms. Motion passed.

****The contract for 50 units has been voided per the Seller as of 3/24/2021****

Regular Board Meeting March 18, 2021

CREDIT CARD PROCESSING RATES :

The District has been accepting Visa and MasterCard credit card payments since 2007. There have been several requests for more payment options and a need for a more streamlined way to apply all of the online payments to each account. The current bill processing merchant will be changing and the District will begin utilizing the WebShare software from our current billing provider, DataWest, so customer's can see their bills online, receive bills electronically, and be able to setup recurring billing on their account(s). The District has absorbed the merchant fees since 2007 but now that more customers are paying electronically, the annual fees have exceeded \$38,000 for the District to absorb. The Board reviewed the flat rate fee and the percentage rate fee that can be passed on to the customers who are paying electronically. Customers are still able to pay via cash, check, money order, or through their own bill pay system offered by their bank if they do not want to pay the processing fees. Some customers were purchasing tap fees with credit cards to receive their own rewards, perks, or cash back offered by their own credit card companies. The Board would like to continue to offer electronic payments but with a transaction cap and a flat rate and/or % for credit cards as allowed by VISA rules or payment method type. Katie Strohauer moved and T. Scott Meining seconded to approve the credit card processing rates be passed onto the customer. Motion passed.

	AUTHORIZE.NET	Bank of Am	UPDATES/ HOSTING SRVC	TOTAL EXPENSES	PAYMENTS REC'D	EXPENSE VS. REVENUE
2021	\$ 206.10	\$ 2,872.88	\$ 400.00	\$ 3,478.98	\$ 68,943.05	5%
2020	\$ 1,118.50	\$ 37,255.26		\$ 38,373.76	\$ 795,425.98	5%
2019	\$ 998.30	\$ 24,167.77		\$ 25,166.07	\$ 619,549.76	4%
2018	\$ 959.80	\$ 22,801.21		\$ 23,761.01	\$ 607,397.39	4%
2017	\$ 956.00	\$ 19,937.25		\$ 20,893.25	\$ 569,842.74	4%
2016	\$ 732.20	\$ 10,478.40		\$ 11,210.60	\$ 306,056.02	4%
2015	\$ 686.00	\$ 7,380.08		\$ 8,066.08	\$ 294,220.03	3%
2014	\$ 689.50	\$ 6,375.52		\$ 7,065.02	\$ 228,225.70	3%
2013	\$ 660.80	\$ 4,676.41		\$ 5,337.21	\$ 205,053.12	3%
2012	\$ 641.80	\$ 4,377.57		\$ 5,019.37	\$ 207,786.55	2%
2011	\$ 586.00	\$ 3,609.80		\$ 4,195.80	\$ 150,861.53	3%
2010	\$ 547.60	\$ 2,858.81		\$ 3,406.41	\$ 125,561.08	3%
2009	\$ 497.60	\$ 2,376.62		\$ 2,874.22	\$ 100,992.87	3%
2008	\$ 459.70	\$ 2,164.30		\$ 2,624.00	\$ 86,035.64	3%
2007	\$ 413.40	\$ 1,557.57		\$ 1,970.97	\$ 61,482.14	3%
				\$163,442.75	\$ 4,427,433.60	4%

There being no further business to be brought before the Board, the meeting was adjourned at approximately 4:10 P.M.

(SEAL)

Katie Strohauer - Secretary/Treasurer

RECURRING BILLS:

APRIL 2021

Aflac	Insurance	779.61
Always An Answer	Answering Service	160.00
Atmos Energy	Office/Field Utilities (est.)	500.00
B&C Refuse	Office/Warehouse maint	73.00
Carter Lake Filter Plant	OP - 117,297.77; Dry Creek - 1,125.00; NC - 391,022.58	509,445.35
CEBT	Health Insurance (est.)	19,482.75
City of Greeley	Office Utility (est)	165.00
Colorado Dept. of Revenue	Taxes	2,561.00
Colorado Network Management	Office Exp	1,977.71
Colorado State Treasurer	Unemployment Insurance (Quarterly)	636.70
Comcast	Office Utilities	1,282.98
CorKat	Office Exp	4,472.71
CWCWD Employees	Salaries (est.)	50,000.00
Data Print	UB Bills Postage	1,415.21
First Class Security	Alarm Monitoring (Quarterly)	63.00
First National Bank	Fed/Wholding 5,800;Med-1,600; SS-7,300 (Est)	14,942.08
Greeley Gopher	Office Expense	278.20
JG Cleaning	Office Cleaning	900.00
Lincoln National	Retirement:Dis-3,074.93; Emp-3,074.93	6,149.86
Poudre Valley REA	Field Utilities (est.)	250.00
United Power	Field Utilities (est.)	1,000.00
UNCC	M&R	897.60
Verizon Wireless	M&R	1,309.48
Xcel Energy	Office/Field Utilities (est.)	1,000.00
Xerox Corporation	Office Exp	463.75
	SUB TOTAL	620,205.99

Ace Hardware	M&R	707.98
AWWA	Office Exp	221.00
Badger Meter	M&R - 8,724.31; Inventory - 4,994.40	13,718.71
Becker Safety	M&R	104.97
Buckeye Welding	M&R	30.60
ESRI	GIS/GPS	10,000.00
Ferguson Waterworks	M&R	1,521.46
First National Bank	Auto - 91.74; M&R - 5,013.49; Office - 200.91	5,306.14
Hach	Water Samples	31.58
Hixon MFG	M&R	312.40
LaSalle Oil	Auto Exp	2,107.14
Lohr, Inc	M&R	110.00
Lyons Gaddis	Prof Fees	616.00
NCC	M&R - 186,406.51; NC - 2,348.44; GIS - 8,000.00; Office - 2,500.00	199,254.95
Northern Colo Water Conservancy	Assessments	27,911.88
Prairie Mnt Media (Tribune)	Office Exp	28.00
Quantum Marketing	M&R	4,634.85
Spradley Barr	Auto Exp	789.53
Stevens Auto	Auto Exp	2.42
Stitched in Stones	Office Exp	75.96
Warehouse Supply	M&R	545.94
WEL Consulting	Prof Fees	4,026.40
Weld County Garage	Auto Exp	122.87

Wex Bank	Auto Exp	1,578.59
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SUB TOTAL	273,759.37
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TOTAL	893,965.36
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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 MARCH 2021

BEG. BALANCE MARCH 1, 2021	\$ 248,422.19
FUNDS TRANSFER	\$ -
DEPOSITS	\$ 1,218,234.97
SUB TOTAL	\$ 1,466,657.16

		Recurring Utilities
Aflac	Insurance	779.61
Always an Answer	Office Exp	158.75
Atmos Energy	Office/Field Utilities	683.98
B&C Refuse	Office/Whrs	73.00
Carter Lake Filter Plant	OP - 117,297.77; Dry Creek - 5721.21	123,018.98
CEBT	Health Insurance	13,632.75
City of Greeley	Office Utility	83.65
Colorado Dept. of Revenue	Taxes	3,467.00
Comcast	Office Utilities	1,282.98
CorKat Data	Office Exp	2,249.34
CWCWD Employees	Salaries	53,577.33
DataPrint	Office Exp	1,414.81
First Class Security	Alarm Monitoring (Quarterly)	-
First National Bank	Fed/Wholding;Medicare; SS	23,686.46
Greeley Gopher	Office Expense	278.20
JG Cleaning	Office Cleaning	900.00
Lincoln National	Retirement	6,683.98
Poudre Valley REA	Field Utilities	292.59
United Power	Field Utilities	1,638.36
UNCC	M&R	756.36
Verizon Wireless	M&R	1,391.44
Xcel Energy	Office/Field Utilities	1,095.01
Xerox	Office Exp	413.14
SUB TOTAL		237,557.72

Badger Meter	M&R	3,331.43
Blackburn MFG	M&R	1,019.23
Buckeye Welding	M&R	30.60
City of Evans	NC	500.00
ClearWater Solutions	Prof Fees	67.50
CAN Surety	Board Bond Insurance	100.00
Coblaco Services	NC	32,840.91
Colorado Analytical	Water Samples	430.00
DPC Industries	Chlorine Exp	50.00
E470 Highway Toll	Auto Exp	67.30
First National Bank	Auto Exp - 60.00; M&R - 2,194.67; Office Exp - 1,112.88	3,367.55
Greeley & Loveland Irrigation	Water Assessment	77.55
Juan Gutierrez	M&R - Carriage Est leak	4,438.00
Mari Juarez	M&R - Carriage Est leak	500.00
Hach Company	Chlorine Exp	660.45
H1 Enterprises	M&R - Carriage Estates	1,800.00
Home Depot	M&R	805.25
InVision GIS	GIS	2,636.25
Kepner	NC	25,858.28

CURRENT BILLS
Item No. 4A (1-4)
April 15, 2021

Lane Law Firm	Prof Fees	608.00
LaSalle Oil	Auto Exp	1,923.21
Lohr Inc	M&R	110.00
Michelle Wilson	Tap Fee Refund - WC/Town of Frederick denial	39,500.00
Municipal Treatment	M&R	3,702.50
Newco Inc	M&R	87.52
NCC	NC - 56,504.44; M&R - 57,664.96; GIS - 8,000; Office - 2500	124,669.40
NOCO Engineering	Chlorine Exp - 1,870; NC - 6,175.25; Prof Fees - 3,500	13,720.25
Northern Colo Water Conservancy	Water Assessments	8,707.31
Office Depot	Office Exp	571.83
Prairie Mnt Media	Office Exp	272.00
Qualcorr	M&R	610.00
Ottem Electronics	Chlorine Exp	168.00
Starr & Westbrook	Prof Fees	1,741.00
Summit Excavating	Bulk Water Refund	859.00
TimberLine Electric	M&R	441.00
The Tribune	Office Exp	72.80
Tool & Anchor	M&R	299.94
Treatment Technologies	Chlorine Exp	500.00
Tubes n Hoses	M&R	166.70
Warehouse Supply	M&R	276.82
WEL Consulting	Prof Fees	4,026.40
Weld County Clerk & Recorder	Auto Exp	667.88
Weld County Health	Office Exp	724.00
Weld County Planning	NC	337.80
WEX Bank	Auto Exp	982.13
Whitesides	Office Exp	28.49

Denotes Bills paid after Board meeting

Subtotal 284,354.28

BANK BALANCE MARCH 1, 2021

\$ 944,745.16

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

FUNDS INVESTMENT SUMMARY:

Name	Beg Balance	Fund Transfers	Interest	Rate	Current Balance
First Nat'l Checking	\$ 1,466,873.21	\$ (808,211.04)			\$ 658,662.17
First Nat'l Savings	\$ 817,748.64	\$ -	\$ 34.73	0.05%	\$ 817,783.37
CSAFE Bond Series	\$57,013,776.68	\$ -	\$ 6,078.66	0.12%	\$ 57,019,855.34
Colotrust Prime	\$ 347,048.55	\$ -	\$ 4.79	0.0162%	\$ 347,053.34
Colotrust Plus	\$ 8,451,847.59	\$ -	\$ 465.16	0.0648%	\$ 8,452,312.75
Colotrust Assessments	\$ 294,618.66	\$ -	\$ 4.05	0.0162%	\$ 294,622.71
Colotrust NISP	\$ 5,651,520.32	\$ -	\$ 311.03	0.0648%	\$ 5,651,831.35
Colotrust Water Rights	\$ 284,218.80	\$ (100,000.00)	\$ 11.46	0.0648%	\$ 184,230.26
Colotrust Bond Series	\$ 41,422.26	\$ -	\$ 2.26	0.0648%	\$ 41,424.52
Colotrust Flood	\$ 2,045,234.81	\$ -	\$ 112.57	0.0648%	\$ 2,045,347.38
2013 Paid Flood Expenses	\$ (3,335,011.24)				
YTD Accumulated Flood Interest	\$ 136,347.38				
Flood Exp vs. Reimbursed	\$ (1,289,663.86)	Still awaiting approximately \$300,000 +/- to be reimbursed			

Bank Name	Maturity Date	Amount	Term
Advantage Bank	9/25/2021	\$ 95,000.00	15-month term 0.75% previous 1.24%
First Farm Bank	7/21/2021	\$100,000.00	12-month term 0.35% previous 1.64%
First Farm Bank	4/24/2022	\$300,000.00	13-month term 0.39% previous 1.39%
TOTAL		\$495,000.00	

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

FUND INVESTMENT TOTALS:

	TOTAL		BOND SERIES	COMPARISON
FUNDS INVESTED - 3/31/21	\$ 75,513,123.19	less	\$ 57,000,000.00	\$ 18,513,123.19
FUNDS INVESTED - 2/28/21	\$ 74,651,703.92	less	\$ 57,000,000.00	\$ 17,651,703.92
FUNDS INVESTED - 12/31/20	\$ 80,877,704.88	less	\$ 57,000,000.00	\$ 23,877,704.88

Monthly Revenue Comparison	MAR 2021	2021 YTD	MAR 2020	2020 YTD
CBT Water Service Billed*	\$ 479,799	\$ 1,207,171	\$ 386,235	\$ 1,129,328
WG Water Service Billed*	\$ -	\$ -	\$ -	\$ -
CBT Tap Fees Received	\$ 40,000	\$ 499,500	\$ 130,200	\$ 1,214,200
Bulk Water Sales	\$ 12,892	\$ 47,897	\$ 43,302	\$ 94,823
Misc Water Svc - (LHWD, Verizon, Studies,	\$ 9,031	\$ 13,602	\$ 6,628	\$ 18,673
Non-district Tap Fees Received	\$ 598,700	\$ 1,629,100	\$ 671,400	\$ 1,248,200
Line Extension	\$ 29,600	\$ 63,100	\$ 2,500	\$ 49,122
TOTALS	\$ 1,170,022	\$ 3,460,370	\$ 1,240,265	\$ 3,754,346

	Actual \$ Spent TOTAL	Projected Expenses					TOTAL	Backdate 9/28/2020	Resolution					
		2020	2021	2022	2023	2024			2025	2020	2021	2022	2023	2024
CAPITAL EXPENDITURES:														
Pre-Insurance eligible expenses:														
Design on Pre-Treatment At Carter Lake														
Water Purchase														
WAG Tank - CLFP	1,374,207	\$ 3,000,000	\$ 100,000					\$ 181,152.86	\$92,729.71	\$188,889.64	\$143,884	\$118,566.09	\$8,352.00	\$391,022.58
Total Pre-Insurance Expenses	1,374,207													
Raw Water Development & Acquisitions:														
NISP Design														
NISP Construction	1,277,500	\$ 1,277,500	\$ 1,177,500	\$ 1,177,500	\$ 1,277,500	\$ 1,332,500						\$1,277,500		
Windy Gap Firming Design														
Windy Gap Firming Construction														
Unfirmed Windy Gap (2 shares)														
CBI Purchase	4,780,000	\$ 3,500,000	\$ 5,100,000	\$ 5,500,000								\$4,720,000	\$50,000	
Total Water Acquisitions	6,057,500													
Water System Development:														
Carter Lake Pre-Treatment														
Design			\$ 1,440,000											\$ 1,440,000
Construction				\$ 7,400,000	\$ 7,400,000									\$ 14,800,000
CLFP Pre-Treatment TOTAL	0													
Frederick Water Line														
Design			\$ 300,000											\$ 300,000
Construction				\$ 2,700,000										\$ 2,700,000
Frederick Water Line TOTAL	0													
Eastern Regional Treatment Plant														
Design			\$ 2,000,000											\$ 2,000,000
Land Purchase (CR 42 & 13 proposed)														\$ 2,000,000
Construction			\$ 300,000	\$ 2,200,000	\$ 2,200,000	\$ 2,400,000								\$ 6,900,000
Eastern Water Transmission Lines														
Eastern Reg Treatment Plant TOTAL	0													
Total Water System Development	0													
TOTAL CAPITAL OUTLAY	7,231,907	\$ 6,900,000	\$ 11,317,500	\$ 26,877,500	\$ 10,877,500	\$ 4,200,000								\$ 60,172,500

CENTRAL WELD COUNTY WATER DISTRICT
2020 YTD vs. 2021 YTD
BUDGET REPORTS
JANUARY 1 - DECEMBER 31, 2021

BUDGET REPORTS
Item No. 4C (1-2)
April 15, 2021

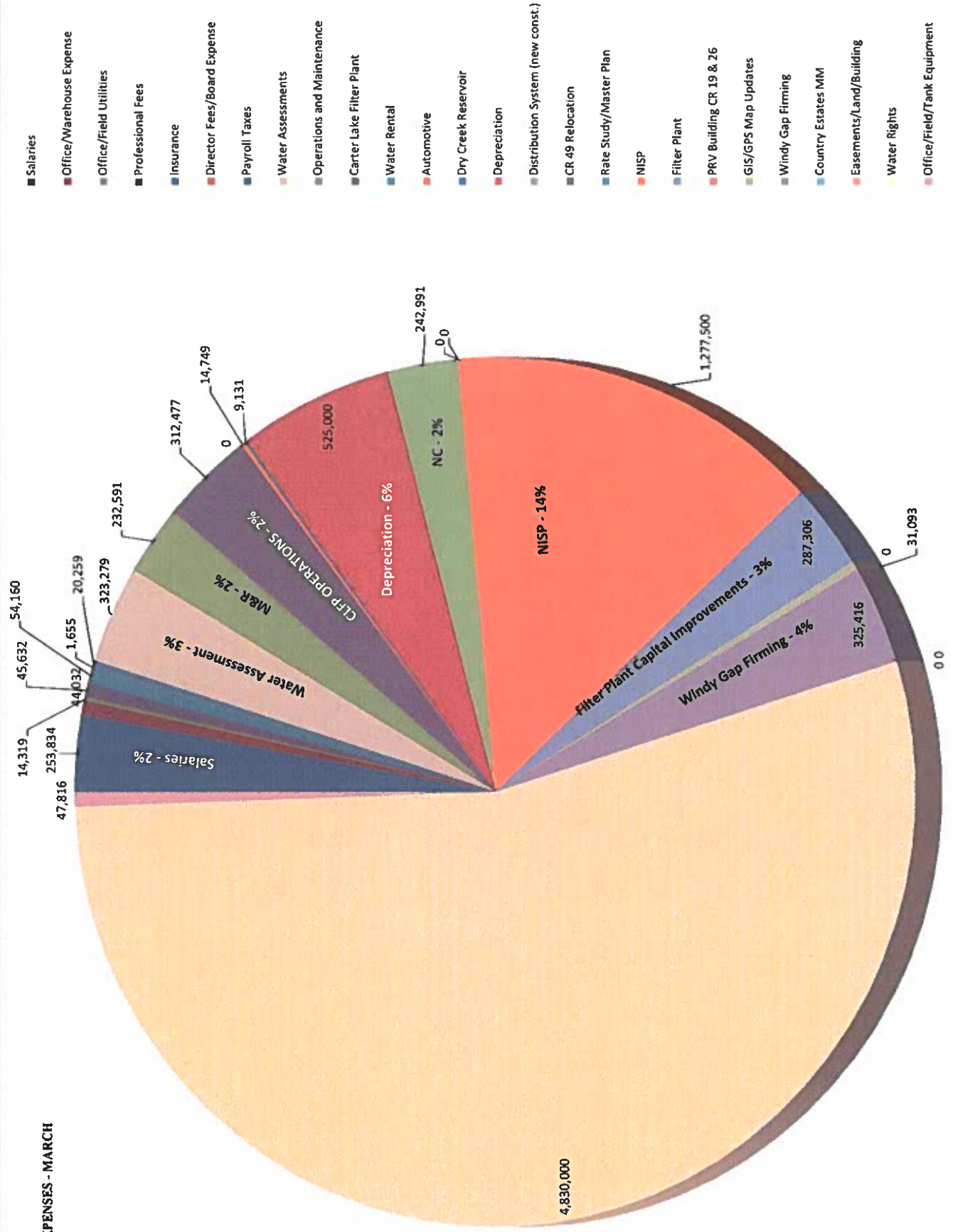
ITEMS	ACTUAL TO 3/31/2020	BUDGET 2021	ACTUAL TO 3/31/2021	2021 in Comparison to Prior Year 2020
BEGINNING BALANCE				
Reserves	24,039,263	21,300,000	18,183,323	-5,855,940
Restricted	825,000	825,000	825,000	0
TOTAL	24,864,263	22,125,000	19,008,323	-5,855,940
REVENUES:				
Operating Revenues:				
Water Service	1,027,182	4,600,000	1,053,684	26,502
Surcharge Rates Billed	187,720	1,750,000	153,488	-34,232
Bulk Water Sales	94,823	195,000	47,897	-46,926
Miscellaneous (30120;30150;30160)	18,673	70,000	13,603	-5,070
TOTAL	1,328,398	6,615,000	1,268,672	-59,726
Non-Operating Revenues:				
Revenue from Bond	0	57,000,000	57,000,000	57,000,000
Water Storage Revenue	0	0	0	0
Interest	94,839	225,000	26,634	-68,205
TOTAL	94,839	57,225,000	57,026,634	56,931,795
Contributions:				
Tap Fees incl. Towns	2,462,400	6,000,000	2,128,600	-333,800
Raw Water Transfers/Capital Advance for Construction (MM; fire hyd.;etc. pd.for by others)	0	500,000	0	0
	49,122	215,000	63,100	13,978
TOTAL	2,511,522	6,715,000	2,191,700	-319,822
TOTAL REVENUES	3,934,759	70,555,000	60,487,006	56,552,247
OPERATING EXPENSES:				
Salaries	219,178	896,000	253,834	34,656
Overtime/Sick/Bonus Pay	0	55,000	0	0
Office/Warehouse Expense	81,943	271,000	44,032	-37,911
Office/Field Utilities	15,092	52,000	14,319	-773
Professional Fees	36,196	225,000	45,632	9,436
Insurance	56,561	259,000	54,160	-2,401
Director Fees/Board Expense	1,000	6,500	1,655	655
Payroll Taxes	18,570	71,000	20,259	1,689
Water Assessments	320,027	335,000	323,279	3,252
Operations and Maintenance	265,244	900,000	232,591	-32,653
Carter Lake Filter Plant	439,018	1,460,000	312,477	-126,541
Water Rental	0	100,000	0	0
Automotive	19,039	71,000	14,749	-4,290
Dry Creek Reservoir	16,031	50,000	9,131	-6,900
Depreciation	502,500	2,100,000	525,000	22,500
TOTAL	1,990,399	6,851,500	1,851,118	-139,281
DEBT RETIREMENT:				
Bond Loan Repayment	0	3,510,000	0	0
TOTAL	0	3,510,000	0	0
CAPITAL IMPROVEMENTS:				
Distribution System (new const.)	342,517	850,000	242,991	-99,526
Frederick 30" Waterline design	0	300,000	0	0
Rate Study/Master Plan	0	24,000	0	0
NISP	0	1,277,500	1,277,500	1,277,500
Filter Plant	429,400	3,000,000	287,306	-142,094
GIS/GPS Map Updates	42,841	140,000	31,093	-11,748
Windy Gap Firming	0	2,352,000	325,416	325,416
Country Estates MM	0	0	0	0
SCADA/Telemetry	2,965	100,000	0	-2,965
Easements/Land/Building	0	5,000	0	0
Water Rights	0	6,000,000	4,830,000	4,830,000
Office/Field/Tank Equipment	12,500	100,000	47,816	35,316
TOTAL	830,223	14,148,500	7,042,122	6,211,899
TOTAL EXPENSES	2,820,622	24,510,000	8,893,240	6,072,618

CENTRAL WELD COUNTY WATER DISTRICT
2021 BUDGET vs. 2021 ACTUAL
BUDGET REPORTS
JANUARY 1 - DECEMBER 31, 2021

BUDGET REPORTS
Item No. 4C (1-2)
April 15, 2021

ITEMS	ACTUAL	BUDGET	ACTUAL TO	OVER OR (UNDER) BUDGET	% OF BUDGET
BEGINNING BALANCE	2020	2021	3/31/2021	2021	2021
Reserves	22,755,185	21,300,000	18,183,323	-3,116,677	
Restricted	825,000	825,000	825,000	0	
TOTAL	23,580,185	22,125,000	19,008,323	-3,116,677	
REVENUES					
Operating Revenues:					
Water Service	3,794,122	4,600,000	1,053,684	-3,546,316	23%
Surcharge Rates Billed	1,340,404	1,750,000	153,488	-1,596,512	9%
Bulk Water Sales	338,897	195,000	47,897	-147,103	25%
Miscellaneous	1,199,988	70,000	13,603	-56,397	19%
TOTAL	6,673,411	6,615,000	1,268,672	-5,346,328	19%
Non-Operating Revenues:					
Revenue from Bond	0	57,000,000	57,000,000	0	100%
Water Storage Revenue	0	0	0	0	0%
Interest	531,531	225,000	26,634	-198,366	12%
TOTAL	531,531	57,225,000	57,026,634	-198,366	100%
Contributions					
Tap Fees	6,048,192	6,000,000	2,128,600	-3,871,400	35%
Raw Water/Capital	4,630,812	500,000	0	-500,000	0%
Advance for Construction	-895,217	215,000	63,100	-151,900	29%
TOTAL	9,783,787	6,715,000	2,191,700	-4,523,300	33%
TOTAL REVENUES	16,988,729	70,555,000	60,487,006	-10,067,994	86%
OPERATING EXPENSES:					
Salaries	837,272	896,000	253,834	-642,166	28%
Overtime/Sick/Bonus Pay	0	55,000	0	-55,000	0%
Office/Warehouse Expense	288,517	271,000	44,032	-226,968	16%
Office/Field Utilities	46,857	52,000	14,319	-37,681	28%
Professional Fees	222,021	225,000	45,632	-179,368	20%
Insurance	289,047	259,000	54,160	-204,840	21%
Director Fees/Board Expense	7,247	6,500	1,655	-4,845	25%
Payroll Taxes	70,208	71,000	20,259	-50,741	29%
Water Assessments	297,639	335,000	323,279	-11,721	97%
Operations and Maintenance	817,007	900,000	232,591	-667,409	26%
Carter Lake Filter Plant	1,255,625	1,460,000	312,477	-1,147,523	21%
Water Rental	0	100,000	0	-100,000	0%
Automotive	89,813	71,000	14,749	-56,251	21%
Dry Creek Reservoir	71,175	50,000	9,131	-40,869	18%
Depreciation	2,010,000	2,100,000	525,000	-1,575,000	25%
TOTAL	6,302,428	6,851,500	1,851,118	-5,000,382	27%
DEBT RETIREMENT:					
Bond Loan Repayment	-	3,510,000	0	-3,510,000	0%
TOTAL	-	3,510,000	0	-3,510,000	0%
CAPITAL IMPROVEMENTS:					
Distribution System (new const.)	1,118,391	850,000	242,991	-607,009	29%
Frederick 30" Waterline design	0	300,000	0	-300,000	0%
Rate Study/Master Plan	33,637	24,000	0	-24,000	0%
NISP	3,412,500	1,277,500	1,277,500	0	0%
Filter Plant	604,940	3,000,000	287,306	-2,712,694	10%
GIS/GPS Map Updates	145,827	140,000	31,093	-108,907	22%
Windy Gap Firing	46,133	2,352,000	325,416	-2,026,584	14%
Country Estates MM	0	0	0	0	0%
SCADA/Telemetry	0	100,000	0	-100,000	0%
Easements/Land/Building	0	5,000	0	-5,000	0%
Water Rights	3,900,495	6,000,000	4,830,000	-1,170,000	81%
Office/Field/Tank Equipment	170,432	100,000	47,816	-52,184	48%
TOTAL	9,432,355	14,148,500	7,042,122	-7,106,378	50%
TOTAL EXPENSES	15,734,783	24,510,000	8,893,240	-15,616,760	36%

EXPENSES - MARCH



INCOMING
CORRESPONDENCE
Item No. 5A (1)
April 15, 2021

INCOMING CORRESPONDENCE

	<i>NAME</i>	<i>LOCATION</i>	<i>DATE</i>	<i>DESCRIPTION</i>
1	SGR, LLC	Firestone Rails	3/12/21	Received a copy of the Motion to Dismiss in full. The Court has also denied Plaintiff's motion to file an amended complaint.
2				
3				
4				

OUTGOING
CORRESPONDENCE
Item No. 5B (1)
April 15, 2021

OUTGOING CORRESPONDENCE

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	Timothy Faber	CR 21/8-10	3/3/21	\$83,000	House
2	Rich Johnson	CR 19 & 20	3/17/21	N/A	Subdivision
3	Tracy Johnson	CR 38/37-39	3/17/21	N/A	House
4	New Expression Homes	Lot 134 Beebe Draw	3/29/21	\$59,000	House
5	Rick Glassman	CR 26/19-21.5	3/31/21	\$73,000	House
6					

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	Intermill/Kelley	CR 44/41-43	3/9/21	Rec Exempt	Tap #677
	Hoshiko	CR 50/57-59	3/12/21	Rec Exempt	Tap #376

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					

Additional Notifications:

	<i>Name and Company</i>	<i>Date</i>	<i>Transmittal</i>
1	Town of Frederick & Firestone	3/8/21	Transmitted Agreement regarding waterline construction funding for 30" waterline
2	Juan Gutierrez	3/12/21	Transmitted check in the amount of \$4438 for leak in Carriage Est
3	Mari Juarez	3/12/21	Transmitted check in the amount of \$500 for leak in Carriage Est

FIELD REPORTItem No. 5C
April 15, 2021**BACKGROUND SUMMARY:**

The following is a summary of field activities:

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
LOCATES:												
Received	525	572	682									
Cleared	311	373	483									
Standby	66	59	50									
Completed	31	96	142									
WORKORDERS:												
Past Due Accts	134	111	118									
Terminations	0	0	0									
Restorations	0	0	0									
Service Calls	55	94	74									

New Meter Sets:

3423	5/8" Budget	Lot 10 Panorama Estates

1. Completed 11 final reads.
2. Repaired leaks at the following locations: Tap #1210 – *Address of: 3921 Larson Ave, Evans.*
3. Maintenance and daily checks @ vaults, pump stations and tanks.
4. Checked chlorine & pH levels throughout the District.
5. Verifying GIS/GPS Mapping to actual infrastructure.
6. Fire hydrant maintenance & repair throughout the District.
7. PRV Surveys throughout the District.
8. Continuing to work on Backflow Program.
9. Built new meter sets.
10. Chlorine Station maintenance.
11. Tank surveys.
12. Old RP removal from meter vaults
13. Working on 8" waterline installation along 49th Street in Evans.
14. Finished 16" waterline installation on County Road 15 between County Road 16 and 18.
15. GIS 12" waterline in Thunder Valley subdivision at County Road 21 & Hwy 52.
16. Fire Hydrant and Fire Line install CR 11 & 22.
17. LaSalle tank mixer plumbing and electrical completed.

BOARD ACTION SUGGESTED:

Information only.

CONSUMPTION REPORT

Item No. 5D (1-2)

April 15, 2021

BACKGROUND SUMMARY:

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

BOARD ACTION SUGGESTED:

Information only.

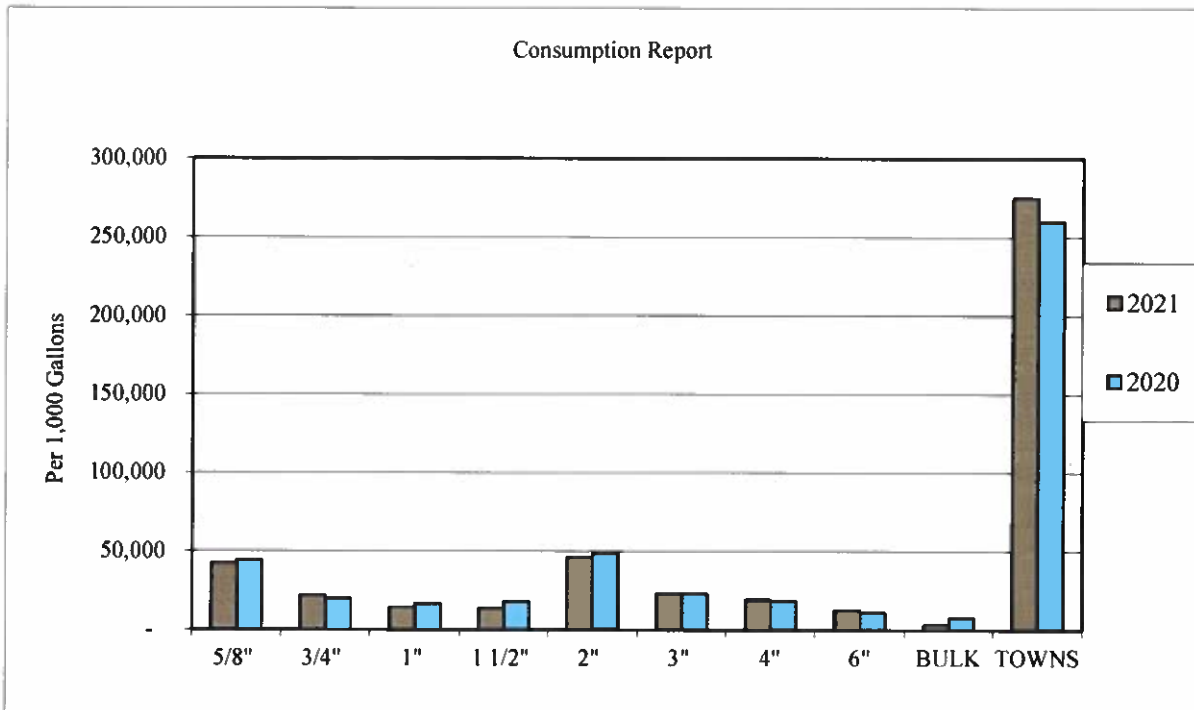
SUBMITTED BY: Stan Linker

5D

Consumption Report

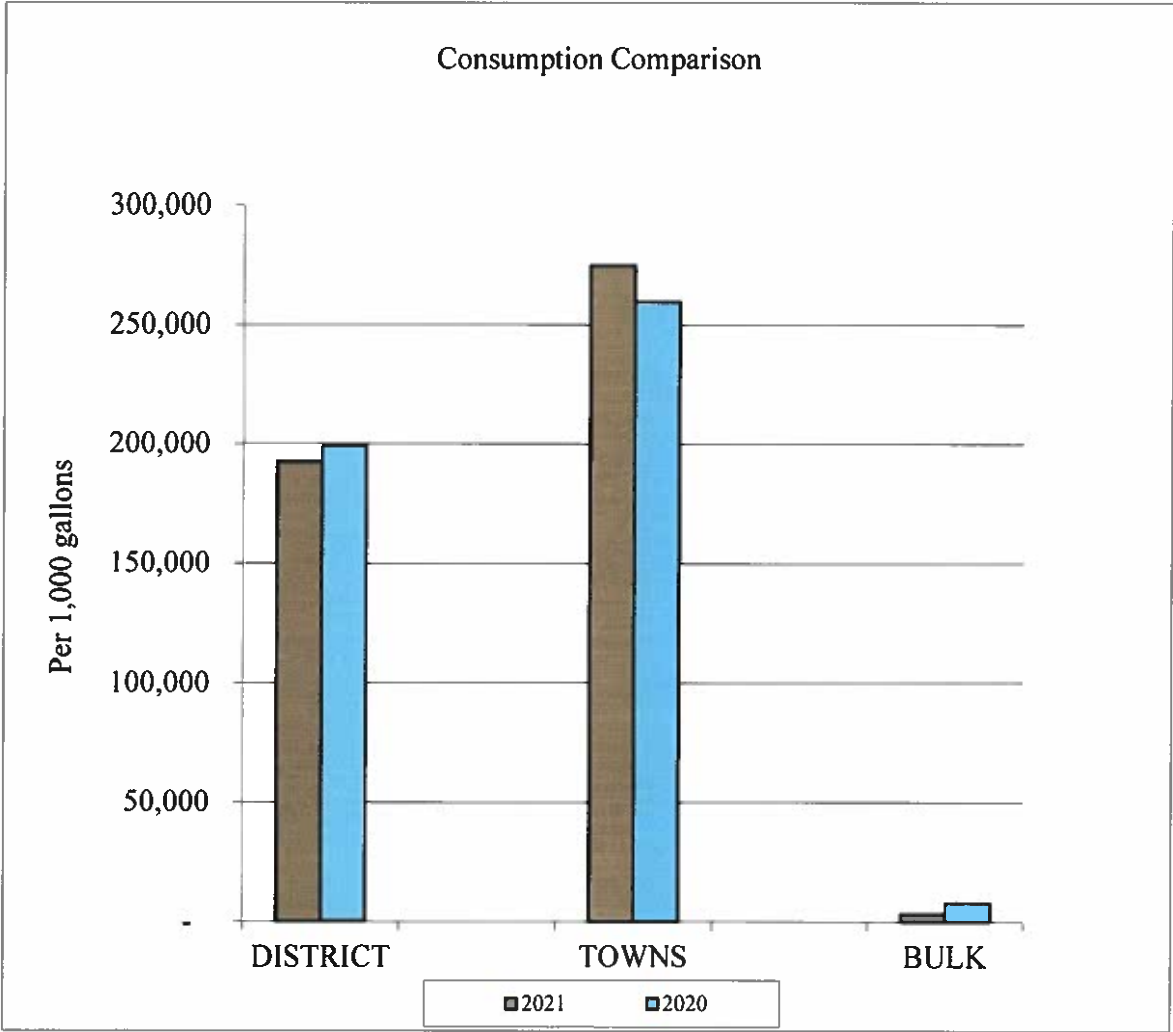
	YTD 2020	YTD 2021	DIFF.	%
172 DACONO	31,401	32,450	1,049	3%
147 FIRESTONE	85,738	79,292	-6,446	-8%
939 FREDERICK	75,516	70,088	-5,428	-7%
1377 GILCREST	4,644	6,182	1,538	33%
176 KERSEY	7,498	7,332	-166	-2%
1361 LASALLE	14,731	14,952	221	2%
1011 MILLIKEN	14,586	34,521	19,935	137%
1411 PLATTEVILLE	18,662	16,000	-2,662	-14%
1675 ARISTOCRAT	6,941	6,942	1	0%
9800 JOHNSTOWN	-	7,019	7,019	0%
TOTAL	259,717	274,778	15,061	

	YTD 2020	YTD 2021	DIFF.	%
5/8"	44,240	42,307	-1,933	-4%
3/4"	19,730	21,873	2,143	11%
1"	16,512	13,871	-2,641	-16%
1 1/2"	17,879	13,562	-4,317	-24%
2"	48,428	46,097	-2,331	-5%
3"	23,055	23,010	-45	0%
4"	18,342	19,161	819	4%
6"	11,001	12,619	1,618	15%
BULK	7,748	3,313	-4,435	-57%
TOWNS	259,717	274,778	15,061	6%
TOTAL	466,652	470,591	3,939	



CONSUMPTION COMPARISON REPORT

	<u>YTD</u> <u>2020</u>	<u>YTD</u> <u>2021</u>	<u>DIFF.</u>
DISTRICT	199,187	192,500	(6,687)
TOWNS	259,717	274,778	15,061
BULK	7,748	3,313	(4,435)



Consumption Report

	Mar-20	Mar-21	DIFF.
5/8" TAPS	15,368	14,310	-1,058
3/4" TAPS	7,056	7,515	459
1" TAPS	5,843	5,145	-698
TOWNS	91,197	98,085	6,888
BULK WATER	2,404	934	-1,470

1.5" TAPS		Mar-20	Mar-21	DIFF.
TAP NO.	NAME			
399	PETROCCO FAMILY	-	-	0
744	RIVER ROAD HOLDINGS	3,872	4,019	147
1381	MOON ANCHOR	20	66	46
1410	AIM PROCESSING	4	3	-1
1412	CW KELLER & ASSOC (High Country)	38	105	67
1717	HIGH SIERRA	104	167	63
1767	ST VRAIN SANITATION	8	21	13
1783	WELD COUNTY	10	8	-2
1986	BELLA HOLSTEINS	2,028	3,101	1,073
2037	WILHELMINA DAIRY	393	280	-113
3033	CRESTONE PEAK RESC	6	2	-4
3071	BNK PROPERTIES	-	-	0
3283	DCP MIDSTREAM	-	-	0
TOTAL		6,483	7,772	1,289

2" TAPS		Mar-20	Mar-21	DIFF.
TAP NO.	NAME			
274	HELENA CHEMICAL	70	23	-47
391	M&J Dairy	2,169	2,640	471
619	KERSEY MOBILE HOME	672	893	221
804	TIMMERMAN	2,489	2,538	49
935	HALL FAMILY	54	0	-54
1238	WELD COUNTY SCHOOL DIST. RE-1	94	71	-23
1539	SHELTON DAIRY	3,986	3,720	-266
1592	UNITED POWER	10	10	0
1780	UQM Properties	13	12	-1
1831	TEVELDE DAIRY	2,741	2,575	-166
1848	DE HAAN	3,092	2,445	-647
2010	OLSON'S GREENHOUSE	891	821	-70
3037	DCP MIDSTREAM	257	171	-86
3063	DCP MIDSTREAM	56	40	-16
3091	PLATTE RIVER BIOGAS	-	11	11
3114	CDOT	15	13	-2
3143	SHELTON DAIRY	73	349	276
3284	DCP MIDSTREAM	1	1	0
3346	DCP MIDSTREAM	-	-	0
3392	MOON ANCHOR	-	-	0
TOTAL		16,683	16,333	-350

3" TAP		Mar-20	Mar-21	DIFF.
TAP NO.	NAME			
284	COUNTRY ESTATES	1,624	2,293	669
742	AURORA DAIRY	792	1,776	984
967	AURORA DAIRY	902	1,462	560

Consumption Report

1689 MORWAI DAIRY		4,158	3,776	-382
TOTAL		<u>7,476</u>	<u>9,307</u>	<u>1,831</u>
4" TAPS				
TAP NO.	NAME	Mar-20	Mar-21	DIFF.
500	5 RIVERS FEEDING (CR 31)	604	600	-4
709	5 RIVERS FEEDING (Hwy 34)	1,405	700	-705
1619	MORNING FRESH	2,037	2,849	812
3269	De JAGER	2,067	2,055	-12
TOTAL		<u>6,113</u>	<u>6,204</u>	<u>91</u>
6" TAPS				
TAP NO.	NAME	Mar-20	Mar-21	DIFF.
240	PUBLIC SERVICE	3,153	3,894	741

Consumption Report

	Feb-20	Feb-21	DIFF.
5/8" TAPS	12,992	12,394	-598
3/4" TAPS	5,374	6,395	1,021
1" TAPS	4,487	4,031	-456
TOWNS	74,053	83,815	9,762
BULK WATER	3,331	1,249	-2,082

1.5" TAPS		Feb-20	Feb-21	DIFF.
TAP NO.	NAME			
399	PETROCCO FAMILY	-	-	0
744	RIVER ROAD HOLDINGS	3,345	3,443	98
1381	MOON ANCHOR	20	55	35
1410	AIM PROCESSING	1	1	0
1412	CW KELLER & ASSOC (High Country)	41	31	-10
1717	HIGH SIERRA	92	148	56
1767	ST VRAIN SANITATION	9	21	12
1783	WELD COUNTY	7	5	-2
1986	BELLA HOLSTEINS	3,097	2,085	-1,012
2037	WILHELMINA DAIRY	246	184	-62
3033	CRESTONE PEAK RESC	5	2	-3
3071	BNK PROPERTIES	-	-	0
3283	DCP MIDSTREAM	-	-	0
TOTAL		6,863	5,975	-888

2" TAPS		Feb-20	Feb-21	DIFF.
TAP NO.	NAME			
274	HELENA CHEMICAL	19	46	27
391	M&J Dairy	1,237	1,715	478
619	KERSEY MOBILE HOME	553	573	20
804	TIMMERMAN	2,011	2,068	57
935	HALL FAMILY	39	-	-39
1238	WELD COUNTY SCHOOL DIST. RE-1	134	203	69
1539	SHELTON DAIRY	3,028	3,199	171
1592	UNITED POWER	7	8	1
1780	UQM PROPERTIES	10	10	0
1831	TEVELDE DAIRY	2,260	2,399	139
1848	DE HAAN	2,499	1,387	-1,112
2010	OLSON's GREENHOUSE	402	344	-58
3037	DCP MIDSTREAM	140	123	-17
3063	DCP MIDSTREAM	43	27	-16
3091	PLATTE RIVER BIOGAS	-	13	13
3114	CDOT	10	8	-2
3143	SHELTON DAIRY	54	599	545
3284	DCP MIDSTREAM	-	-	0
3346	DCP MIDSTREAM	-	-	0
3392	MOON ANCHOR	-	-	0
TOTAL		12,446	12,722	276

3" TAP		Feb-20	Feb-21	DIFF.
TAP NO.	NAME			
284	COUNTRY ESTATES	1,331	598	-733
742	AURORA DAIRY	1,153	1,562	409
967	AURORA DAIRY	1,409	1,243	-166

Consumption Report

1689 MORWAI DAIRY		3,156	2,922	-234
TOTAL		<u>7,049</u>	<u>6,325</u>	<u>-724</u>
4" TAPS				
TAP NO.	NAME	Feb-20	Feb-21	DIFF.
500	5 RIVERS FEEDING (CR 31)	664	795	131
709	5 RIVERS FEEDING (Hwy 34)	1,255	608	-647
1619	MORNING FRESH	1,632	2,491	859
3269	De JAGER	1,795	1,677	-118
TOTAL		<u>5,346</u>	<u>5,571</u>	<u>225</u>
6" TAPS				
TAP NO.	NAME	Feb-20	Feb-21	DIFF.
240	PUBLIC SERVICE	3,376	3,585	209

Consumption Report

	Jan-20	Jan-21	DIFF.
5/8" TAPS	15,880	15,603	-277
3/4" TAPS	7,300	7,963	663
1" TAPS	6,182	4,695	-1,487
TOWNS	94,467	92,878	-1,589
BULK WATER	2,013	1,130	-883

1.5" TAPS		Jan-20	Jan-21	DIFF.
TAP NO.	NAME			
399	PETROCCO FAMILY	-	-	0
744	RIVER ROAD HOLDINGS	4,299	4,376	77
1381	MOON ANCHOR	24	61	37
1410	AIM PROCESSING	2	1	-1
1412	CW KELLER & ASSOC (High Country)	86	60	-26
1717	HIGH SIERRA	161	178	17
1767	ST VRAIN SANITATION	32	41	9
1783	WELD COUNTY	10	7	-3
1986	BELLA HOLSTEINS	6,116	2,539	-3,577
2037	WILHELMINA DAIRY	280	322	42
3033	CRESTONE PEAK RESC	6	2	-4
3283	DCP MIDSTREAM	-	-	0
TOTAL		11,016	7,587	-3,429

2" TAPS		Jan-20	Jan-21	DIFF.
TAP NO.	NAME			
274	HELENA CHEMICAL	46	23	-23
391	M&J DAIRY	1,503	1,644	141
619	KERSEY MOBILE HOME	703	658	-45
742	AURORA DAIRY	1,648	1,770	122
804	TIMMERMAN	2,773	2,727	-46
935	HALL FAMILY	15	-	-15
967	AURORA DAIRY	1,628	1,327	-301
1238	WELD COUNTY SCHOOL DIST. RE-1	176	47	-129
1539	SHELTON DAIRY	3,894	3,847	-47
1592	UNITED POWER	7	7	0
1780	UQM PROPERTIES	11	9	-2
1831	TEVELDE DAIRY	2,988	3,156	168
1848	DE HAAN	3,180	1,401	-1,779
2010	OLSON's GREENHOUSE	313	153	-160
3037	DCP MIDSTREAM	176	141	-35
3063	DCP MIDSTREAM	52	38	-14
3091	PLATTE RIVER BIOGAS	1	1	0
3114	CDOT	7	10	3
3143	SHELTON DAIRY	178	83	-95
3284	DCP MIDSTREAM	-	-	0
3346	DCP MIDSTREAM	-	-	0
3392	MOON ANCHOR	-	-	0
TOTAL		19,299	17,042	-2,257

3" TAPS		Jan-20	Jan-21	DIFF.
TAP NO.	NAME			
284	COUNTRY ESTATES	1,657	383	-1,274
742	AURORA DAIRY	1,067	1,770	703

Consumption Report

967 AURORA DAIRY	1,763	1,327	-436
1689 MORWAI DAIRY	4,043	3,898	-145
TOTAL	<u>8,530</u>	<u>7,378</u>	<u>-1,152</u>

4" TAPS		Jan-20	Jan-21	DIFF.
TAP NO.	NAME			
500	5 RIVERS FEEDING (CR 31)	1,022	1,469	447
709	5 RIVERS FEEDING (Hwy 34)	1,704	826	-878
1619	MORNING FRESH	2,102	2,935	833
3269	De JAGER	2,055	2,156	101
TOTAL		<u>6,883</u>	<u>7,386</u>	<u>503</u>

6" TAPS		Jan-20	Jan-21	DIFF.
TAP NO.	NAME			
240	PUBLIC SERVICE	4,472	5,140	668

REVENUE & USAGE REPORT

Item No. 5E (1-2)

April 15, 2021

BACKGROUND SUMMARY:

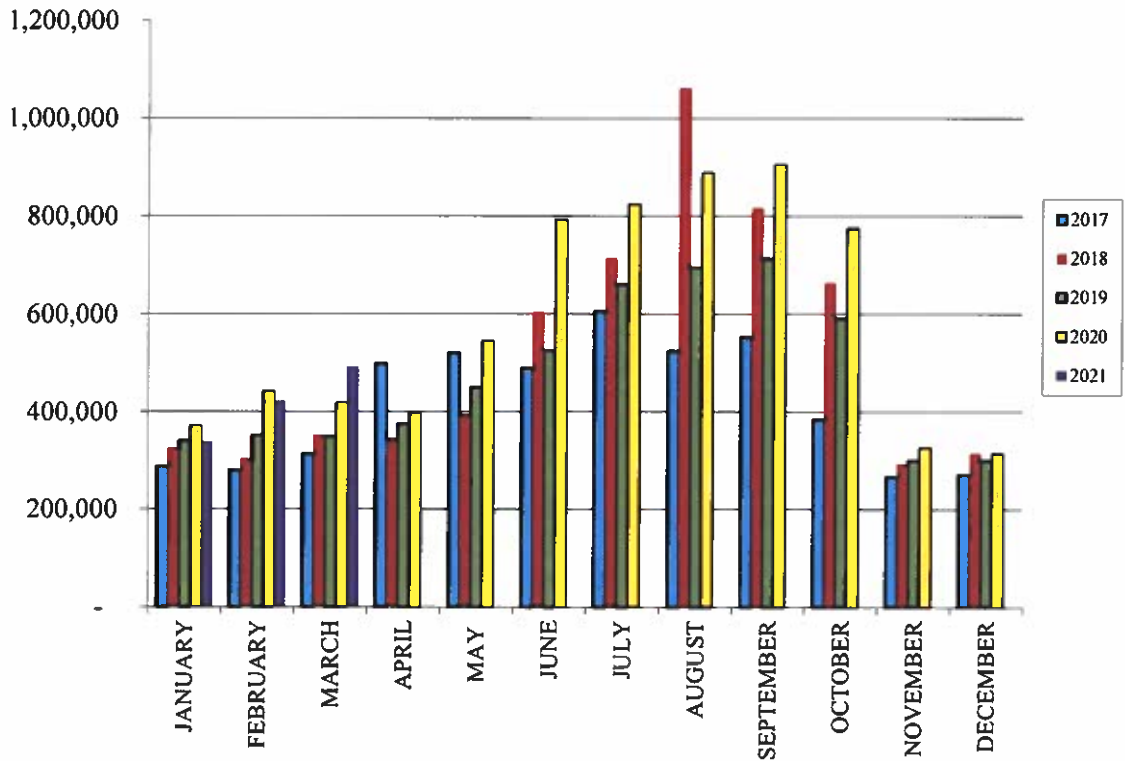
Attached is a copy of the Monthly Revenue Report and Usage Report for the month of March.

BOARD ACTION SUGGESTED:

Information only.

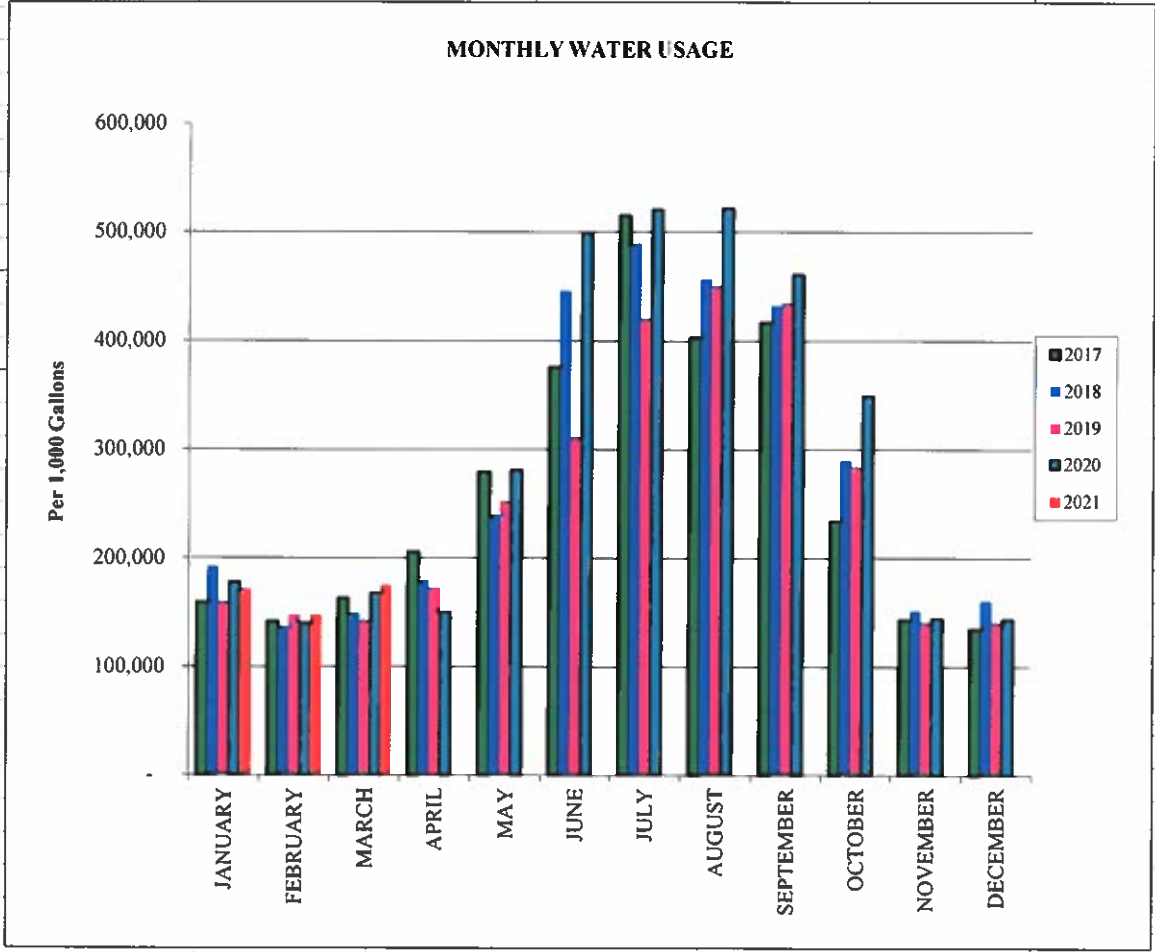
MONTHLY WATER REVENUE					
	2017	2018	2019	2020	2021
JANUARY	287,567	325,862	340,194	369,893	338,025
FEBRUARY	279,868	303,189	350,792	440,763	421,523
MARCH	312,126	351,825	348,589	417,841	492,163
APRIL	498,135	345,487	374,965	397,674	
MAY	520,322	395,885	449,561	544,741	
JUNE	489,032	603,929	524,721	792,738	
JULY	604,261	714,555	659,280	824,558	
AUGUST	523,424	1,063,103	694,813	888,285	
SEPTEMBER	552,412	817,921	713,120	904,971	
OCTOBER	384,359	664,550	591,757	775,240	
NOVEMBER	266,361	293,891	300,487	326,092	
DECEMBER	270,346	314,618	299,061	313,952	
YTD TOTAL	4,988,213	6,194,815	5,647,340	6,996,748	1,251,711
YTD AVERAGE	415,684	516,235	470,612	583,062	417,237

REVENUE



5E(1)

MONTHLY WATER USAGE						5 YEAR AVERAGE
	2017	2018	2019	2020	2021	
JANUARY	158,742	192,071	159,766	177,413	171,669	171,932
FEBRUARY	141,231	136,992	147,362	140,273	147,275	142,627
MARCH	162,492	149,156	142,658	167,439	174,891	159,327
APRIL	205,483	179,348	172,736	149,984		176,888
MAY	278,996	239,528	252,075	281,045		262,911
JUNE	375,720	446,312	312,030	498,727		408,197
JULY	514,981	489,679	421,019	520,402		486,520
AUGUST	402,770	457,092	451,036	522,034		458,233
SEPTEMBER	416,741	432,882	435,756	460,979		436,590
OCTOBER	233,828	289,723	284,954	349,211		289,429
NOVEMBER	143,006	151,247	141,496	144,354		145,026
DECEMBER	134,253	160,480	141,239	143,306		144,820
YTD TOTAL	3,168,243	3,324,510	3,062,127	3,555,167	493,835	3,400,971
YTD AVERAGE	264,020	277,043	255,177	296,264	164,612	



5E(2)

BACKGROUND SUMMARY:

The cost estimate for the NISP project had been updated to a total amount of nearly \$1.1 billion. To date, the District has spent \$7,959,615.00.

The participants of NISP have agreed to spend more than \$16 million to develop the recreation site, and they have purchased the former KOA campground nearby to create camping opportunities.

Another part of the permit dictates the route and procedures for the placement of pipelines to deliver high-quality drinking water to communities in Northern Colorado. It reiterates the commitment of NISP to convey roughly one-third of its water deliveries via the Poudre River through downtown Fort Collins, increasing the overall number of days available for recreation at the new Fort Collins Whitewater Park.

NISP has now received its permit from Larimer County for land use and from the State of Colorado for Water Quality and for Fish and Wildlife Mitigation and Enhancement. This fall, NISP anticipates receiving a Record of Decision from the U.S. Army Corps of Engineers. Next year, NISP anticipates working with the City of Fort Collins to coordinate on a route for a pipeline to pick up the Glade Reservoir water that has been conveyed through Fort Collins via the Poudre River.

NISP is being built to address future water needs for 15 municipalities and water districts, including the Fort Collins-Loveland Water District, the Town of Windsor and others throughout the region. Northern Water is coordinating the effort through the NISP Water Activity Enterprise.

BOARD ACTION SUGGESTED:

Information Only



PROJECT UPDATE REPORT

DATE: April 2021

PROJECT: *Northern Integrated Supply Project*

CONTACT: *Carl Brouwer*

PURPOSE: Complete NISP National Environmental Policy Act (NEPA) phase and begin implementation.

PROJECT STATUS SUMMARY:

- Participation for the 15 participants is 40,000 acre-ft of permitted yield.
- The State 401 Certification has been received from CDPHE and has been upheld by the Colorado Water Quality Control Commission.
- Larimer County 1041 Application has been approved.
- The State Fish and Wildlife State Mitigation Plan has been approved by both the Colorado Parks and Wildlife Board and the Colorado Water Conservation Board.
- Thirty percent designs of Glade Reservoir and HW 287 are underway.

BUDGET ACTIVITY

Category	NW	TR	Mitigation	WQ	Glade CMGC	B&V	HW 287	Dewberry	Pinyon/Paleo	Other/PA	Total
Budget	\$ 1,600,000	\$ 400,000	\$ 2,200,000	\$ 200,000	\$ 2,050,000	\$ 4,900,000	\$ 1,000,000	\$ 1,465,000	\$ 300,000	\$ 3,645,000	\$ 17,760,000
January	\$ 58,245	\$ 56,763	\$ -	\$ 1,206	\$ -	\$ 142,782	\$ 19,124	\$ 79,083	\$ 27,241	\$ 27,212	\$ 411,655
February	\$ 94,488	\$ -	\$ -	\$ 485	\$ -	\$ -	\$ 88,246	\$ 199,020	\$ 18,519	\$ 79,904	\$ 480,641
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080	\$ -	\$ 1,080
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
July	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
August	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
September	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
October	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
November	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
December	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Expenditure to Date	\$ 152,732	\$ 56,763	\$ -	\$ 1,670	\$ -	\$ 142,782	\$ 107,370	\$ 278,103	\$ 46,839	\$ 107,117	\$ 893,376
Budget Remaining	\$ 1,447,268	\$ 343,237	\$ 2,200,000	\$ 198,330	\$ 2,050,000	\$ 4,757,218	\$ 892,630	\$ 1,186,897	\$ 253,161	\$ 3,537,883	\$ 16,866,624
% Spent	10%	14%	0%	1%	0%	3%	11%	19%	16%	3%	5%

Budget Note: Budget includes \$14.6M Participant 2021 contribution plus \$3.16M carryover from 2020.

PREVIOUS MONTH ACTIVITY:

PERMITTING:

Federal

- *Corps continues to work on activities leading up to the 404 Permit and ROD. Final details being wrapped up by the Corps.*

- The State 401 Certification was upheld by the Water Quality Control Commission in December and the time for appeal has passed.

Larimer County

- The 1041 application approved by the Larimer County Board of County Commissioners in September. That decision has been appealed to Larimer County District Court.

Fort Collins

- *Held SPAR initial development review meeting*
- *Preparing for neighborhood meeting*
- *Preparing SPAR application*

Glade Unit

- Black&Veatch/AECOM continuing to work on evaluation of the materials and stability analysis.
- Design schedule presently plans on 30% complete by April 2021 and final design being complete by early 2023.
- *Construction Manager/General Contractor (CM/GC) selection. Kiewit has been selected as the CM/GC and a preconstruction scope and fee to be approved by the Board in April.*
- *Muller Engineering is working on the final design of HW 287. CDOT will in cooperation with NISP will hire a CM/GC contractor for 287 in mid-2021.*
- *Conveyance - Meetings continue to occur with landowners and developers along the County-line, Poudre-delivery, and Poudre-diversion alignments.*

Mitigation and Environmental Planning

- Table Top Conservation Bank for Preble's Mouse nearing approval from U.S. Fish and Wildlife Service.
- *Coordinating with Town of Windsor for development of wetlands at Eastman Park.*

Financial Planning

- WIFIA Loan. NISP will resubmit an application in mid-2021.

Galeton Unit

- *Continue to work on messaging for Water Secure program with Raftelis.*
- *Working on Substitution Agreement with New Cache.*

Land and ROW

- *The Adams' Property (a larger portion of Galeton) has been purchased. A valuation hearing will occur in 2021.*
- *Other portions of Galeton Reservoir are in the acquisition process.*
- The KOA property below Glade has been purchased by NISP.
- *Obtaining Title Commitments, surveys, and appraisals for lands within the Glade Reservoir area.*
- *Continue conversations with other local landowners at and near Glade Reservoir.*

Legal

- *Assisting with Fort Collins SPAR process.*
- *Assisting with NEPA process.*
- *Assisting with filing of in-stream flow protection water right via CWCB.*
- *Assisting in agreement development with New Cache Irrigation Company.*

- *Assisting in Glade CM/GC selection process and contract development.*

Other

- *Meetings with various interest groups, newspapers, and other media.*

NEAR TERM FUTURE ACTION:

- *Obtain Corps Record of Decision and 404 Permit.*

**NORTHERN INTEGRATED SUPPLY PROJECT
PARTICIPANTS COMMITTEE
MINUTES OF MEETING
HELD AT NORTHERN WATER HEADQUARTERS
March 1, 2021**

1. PRELIMINARY ITEMS

A. Call to Order

Chair Chris Smith called the meeting to order at 9 a.m. Northern Integrated Supply Project (NISP) Participants Committee (Committee) members attending the meeting remotely via audio/visual conference call:

- Central Weld County Water District: Josh Cook, Wes LaVanchy and Stan Linker
- Dacono: Jordan Eichen
- Eaton: Matthew Reed and Faith Smith
- Erie: Todd Fessenden and Alison Gorsevski
- Evans: Rick Pickard
- Firestone: Dave Lindsay
- Fort Collins-Loveland Water District: Chris Matkins
- Fort Lupton: Leann Perino and Matt Poznanovic
- Fort Morgan: Brent Nation and Eleazar Ocanas
- Frederick: Sarah Watson
- Left Hand Water District: Vicki Santos and Chris Smith
- Morgan County Quality Water District: Kent Pflager
- Windsor: Leif Lesoing, Dean Moyer and John Thornhill

Also attending the meeting remotely via audio/visual conference call were: Project Management Department Manager Carl Brouwer and Legal Counsel Deb Freeman and Bennett Raley. See the attached list for guests and additional staff in attendance.

B. Introduction of Visitors

Chair Smith welcomed Committee members, staff, legal counsel, and visitors to the meeting.

2. ROUTINE ITEMS

A. Acceptance of February 1, 2021, Meeting Minutes

Chair Smith requested a review of the February 1, 2021, Committee meeting minutes. Mr. Pickard moved acceptance of the February 1, 2021, Committee meeting minutes as submitted. Mr. Linker seconded the motion and it passed unanimously. Chair Smith stated that the minutes would stand accepted as submitted.

B. Northern Integrated Supply Project Update

Chair Smith next asked for an update on NISP. Mr. Brouwer briefly discussed: (1) the status of the Corps' ongoing work on the Environmental Impact Statement (EIS) and draft Record of Decision (ROD), which the Corps anticipates releasing sometime in the spring; (2) the status of the biological opinion by the U.S. Fish and Wildlife Service; and (3) the status of ongoing NISP conveyance efforts, including obtaining rights of entry to property along pipeline routes.

Fort Collins Site Plan Advisory Review Process

Ms. Stephanie Cecil, Water Resources Project Engineer, next reviewed the status of Fort Collins' Site Plan Advisory Review (SPAR) process for a proposed pipeline route across Fort Collins open space property. She discussed: (1) a pending conceptual meeting with Fort Collins staff; (2) pending neighborhood meetings that will likely be held in late March; (3) pending submission of a SPAR application by Northern Water to the city following the conceptual and neighborhood meetings (anticipated to occur in late April). A brief discussion and questions followed.

C. Construction Manager/General Contractor Update

Mr. Brouwer next discussed the status of the construction manager/general contractor (CM/GC) approach to NISP, including: (1) staff's and the review committee's recommendation to move forward with Kiewit as the CM/GC for NISP; and (2) ongoing work on a draft contract with Kiewit, including preconstruction services and contract conditions.

D. NISP Financing and Allotment Contract Discussion

Chair Smith next asked for a discussion of NISP financing and allotment contracts. Mr. Jonathan Hernandez, Project Analyst, noted that: (1) NISP was not selected for the current round of the U.S. Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA) funding; and (2) the ongoing early development of NISP allotment contract terms and details will benefit a future WIFIA financing application for NISP.

E. South Platte Water Conservation Project Update

Chair Smith next requested an update on the South Platte Water Conservation Project (SPWCP). Mr. Greg Dewey, Project Manager and Water Resources Engineer, briefly discussed: (1) finalization and other details of the *WRCC, Inc. Reimbursement Agreement*, for costs related to the WRCC's review of plans for proposed improvements to the Poudre Valley Canal (PVC) by WRCC staff and an engineering consultant; and (2) the current status and details of the New Cache la Poudre Irrigating Company's (New Cache) most recent counterproposal, including "price versus certainty," a proposed lump sum payment, and a proposed water marketing strategy group. A brief discussion and questions followed.

F. NISP Contracts

Chair Smith next asked if there were any NISP contracts to discuss. Mr. Jeff Stahla, Public Information Officer, referred the Committee to several handouts in the meeting packet and discussed a proposed *Amendment to a Consulting Services Contract by and between Northern Water's NISP Water Activity Enterprise (WAE) and Raftelis*, for communications and outreach services for NISP planning and NISP WaterSecure. Mr. Stahla reviewed the proposed 12-month extension of Raftelis' services under the proposed agreement amendment, including scope of work, schedule, and an agreement amendment amount of \$89,219. He noted that the agreement amendment amount is included in the 2021 NISP budget. Following discussion and questions, it was the consensus of the Committee to recommend the Northern Water Board approve the *Amendment to a Consulting Services Contract by and between Northern Water's NISP WAE and Raftelis* as presented and discussed.

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

Chair Smith next asked for a public affairs update. Mr. Stahla briefly reported on: (1) a February 17, 2021, NISP Public Affairs Subcommittee meeting; (2) planned public messaging for the Corps' pending release of the EIS and ROD in the spring; (3) outreach and networking regarding Fort Collins' SPAR process; and (4) the current status of communications and outreach pertaining to recovery efforts following the East Troublesome Fire.

B. Northern Water Informational Items

Chair Smith next requested a discussion of Northern Water matters. Mr. Brouwer reported briefly on routine and non-routine agenda items for the March 11, 2021, Northern Water Board meeting.

C. Other Matters

There were no other matters to discuss.

D. Participant Committee Roundtable

There were no additional Committee roundtable matters to discuss. Chair Smith stated the next Committee meeting is scheduled for Monday, March 29, 2021, at 9 a.m.

4. ADJOURN MEETING

There being no further business to come before the Committee, Chair Smith adjourned the meeting.

ADDITIONAL STAFF AND GUESTS IN ATTENDANCE ON MARCH 1, 2021

STAFF

Note: Staff and guests listed below attended the meeting remotely via audio/visual teleconference call.

Stephanie Cecil	Water Resources Project Engineer
Greg Dewey	Project Manager-Water Resources Engineer
Jonathan Hernandez	Project Analyst
Liz Larmon	Administrative Support Specialist
Greg Silkensen	Communications Department Assistant Manager
Jeff Stahla	Public Information Officer

GUESTS

None

GLADE PRECON COST SUMMARY

REV 02 - Precon Reduced Scope/Effort (3% Escalation per year)						
Year	Manhours	Labor \$\$	ODC's \$	Total Cost	weeks	FTE
2021	9,476	\$ 1,384,883	\$ 65,600	\$ 1,450,483	39	6.1
2022	8,187	\$ 1,314,848	\$ 67,200	\$ 1,382,048	52	3.9
2023	6,520	\$ 1,039,908	\$ 210,462	\$ 1,250,370	44	3.7
Total	24,183	\$ 3,739,639	\$ 343,262	\$ 4,082,901	135	4.48

AVE \$/MH	\$ 154.64	\$ 14.19	\$ 168.83
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Contingency (Requires Owner Approval to Use)

\$600,000

Total with Contingency

\$4,682,901 (the "Preconstruction Phase NTE" amount)

Exhibit I
Preconstruction Scope of Work
(Preconstruction / Professional Services)

General:

With respect to the Glade Unit Project, and this Scope of Work and related documents, the terms Construction Manager, General Contractor, Contractor, and CM/GC refer to the same entity. They all refer to the selected Contractor. The NISP Enterprise reserves the right to extend the Agreement with the Contractor for future phases to support construction activities.

Contractor Responsibilities:

The following Work Breakdown describes the preconstruction work and primary responsibilities of the Contractor. Construction work for all work packages will be negotiated and incorporated under separate amendments at NISP Enterprise's discretion. A draft schedule for 2021 preconstruction work is included at the end of Exhibit I. CM/GC shall indicate acceptance or adjustments to this draft schedule.

Phase 1: Final Design

Task 1: Mobilization and Project Management: Project Management involves the initiation, planning, executing, monitoring, controlling and closing the contract work to achieve the base goal of an approved design package(s) allowing construction of the Glade Unit Project.

Task 2: Workshops and Webinars: The Contractor will be responsible for attending, supporting, and providing construction related input in workshops and webinars (meetings) with the Technical Advisory Panel (TAP) and State Engineer's Office (SEO). The NISP Enterprise or the Engineer will facilitate the workshops and webinars.

Task 3: Geotechnical Early Work Package: The Contractor will be responsible for scope input, Opinion of Probable Construction Cost (OPCC) development, scheduling and execution of all construction activities associated with the Geotechnical Early Work Package.

Task 4: Glade Unit Design: The Contractor will be responsible for design support activities including OPCC development, work sequencing, work packaging, scheduling, quality control, risk input and innovation development, and GMP Proposal development for all construction activities associated with the Glade Unit. In general, this includes the embankment dam, low level outlet works, high level outlet works, spillway, forebay, Poudre River diversion and upgrades to the Poudre Valley Canal and Owl Creek, Munroe Canal bypass, and all associated appurtenances.

Phase 1 – Final Design

1. Task 1– Mobilization and Project Management

1. **Mobilization and Project Management:** Ongoing project management tasks associated with the work including, but limited to, invoicing, subcontractor management, project controls and management/team meetings. For budgeting purposes, the Contractor shall assume its preconstruction services will end December 2023.
 - 1.1. **Regular Meetings:** Participate in regular meetings during Phase 1.
 - 1.1.1. **Leadership Team Meetings:** Attend quarterly one-hour Leadership Team (Management Team and NISP Enterprise Executive Sponsors) meetings or as recommended by and agreed upon by NISP Enterprise. The purpose of these meetings will be to assure that mission, objectives, and critical success factors are being achieved. Meetings will be held virtually. Basis for 2021 is two meetings.
 - 1.1.2. **Management Team Meetings:** Attend monthly (Year 2021) and bi-monthly (twice per month, Years 2022 and 2023), 1.5-hour long Management Team (Integrated Project Team comprised of key Engineer and NISP Enterprise staff) meetings or as recommended by and agreed upon by the NISP Enterprise. The purpose of these meetings will be to review the project schedules and tasks, maintain and manage the Issues Log, Innovation Log, Risk Register and Change Management procedures and coordinate all facets of the Glade Unit to ensure successful delivery of the contract objectives. Meetings will alternate between being held in person in Berthoud, CO and being held virtually. Basis for 2021 is monthly meetings (4 virtual and 4 in person in Berthoud, CO).
 - 1.1.3. **Cost Estimating Meetings:** During the development of the OPCC at each of the 30%, 60%, 90% and 100% milestones, weekly one-hour meetings will be held to review RFIs and questions. Basis is 8 cost estimating meetings for each deliverable. Basis is meetings are held virtually and/or in Denver.
 - 1.1.4. **NISP Enterprise Board/Participant Meetings:** Contractor shall attend quarterly meetings with NISP members and participants. Present at two NISP Enterprise Board meetings annually where the Contractor shall be responsible for assisting the Engineer with the development of Board handouts, presentation, and any necessary documentation for providing critical updates to the Board. Basis for 2021 is two meetings.
 - 1.2. **Execution Plan:** The Contractor will prepare an Execution Plan that details the preconstruction process including team member roles and responsibilities; internal and external communication; schedule management plan; risk management plan; innovation management plan; quality control plan; safety plan; and other aspects describing the work.
 - 1.3. **Project Controls**
 - 1.3.1. **Purpose, Monitoring and Reporting:** Maintain and update all systems and tools needed to effectively manage and regulate the Glade Unit costs, schedule, and reporting functions. The budget, cost control, and scheduling will be integrated to create a seamless project controls system. The Contractor will use a document management system as directed by the Engineer and Owner. Provide sufficient staff dedicated to Project Controls functions that adequately manage schedule development and maintenance, cost development and controls, project reporting, change management and risk management. Monitor costs, schedule, earned value, risk and change management, develop and distribute reports, associated with this scope and provide corrective action

recommendations when schedule or cost deviations are identified. Report on the progress and performance of the project through standardized progress and performance reports and submit invoices on a monthly basis. Progress reports will capture the status of the project as compared to baselined objectives on a monthly basis, and performance reports should evaluate the effectiveness of the project based on reporting to include cash flows, cost reporting and invoicing by WBS, resource allocation and usage, earned value reporting, including metrics for labor performance, cost performance (CPI) and schedule performance (SPI), risk management, forecasting (estimate to complete, estimate at completion calculations and progress forecasts), issue log analytics or other relevant information as needed. Project Management oversight and review of project deliverables. Management discussions with Owner not tied directly to specific tasks listed in this document. The controls scope also includes project administrative tasks tied to Contractor payroll, accounts payable, accounts receivable and Contractor internal company reporting requirements.

1.3.2. Schedule Development: Schedule development will take place in the LoadSpring Primavera environment using P6 v8. All schedules will be based on the approved Work Breakdown Structure (WBS) which supports the project's budget and cost account systems. All activities shall include coding for the year performed. Upon completion of the various schedule deliverables which correspond to agreed work packages and WBS/OPCC submittals, Contractor shall notify the Engineer so that the schedule can be copied and archived. All schedule levels refer to Association for Advancement of Cost Engineering's (AACEI) 37R-06 (Schedule Levels of Detail – As Applied in Engineering Procurement, and Construction) dated March 2010.

1.3.2.1. Preconstruction Management Schedule: Prepare a comprehensive detailed schedule which supports intermediate and overall project milestones for the Preconstruction scope of work activities based on the Engineer's general complete design schedule.

- **Preconstruction Management Schedule General Requirements:** The Contractor will be required to develop a Level 3 Critical Path Method (CPM), resource and cost-loaded schedule within 60 days of NTP. The schedule will include all activities necessary to illustrate progress of preconstruction work. The Level 3 schedule will be based on a WBS which supports the project's budget and cost account systems.

1.3.2.2. Construction Schedule: Develop, at a minimum, Level 3, CPM, cost loaded, and inclusive of all construction scope for which design has progressed to at least 30 percent. This schedule will be submitted with the 30 percent Glade Unit OPCC. Throughout the life of the preconstruction scope, the Contractor shall continue development of a comprehensive, integrated, detailed schedule which supports intermediate and overall project milestones for the Construction scope of work activities which corresponds to the OPCC deliverable.

- **Construction Schedule General Requirements:** An integrated Construction schedule will be developed, which supports the Master Project Budget Baseline. Schedule and cost WBS will be aligned at the WBS level included in the RFP or as agreed at a later date. The level of detail will vary depending on the completeness of the Design Package on which it is based.

Additional guidelines regarding schedule development were provided at the mandatory Pre-Proposal Meeting, and will be updated throughout the project.

- 1.4. **Not Used.**
- 1.5. **Risk Management:** Throughout Phase 1, the Contractor shall participate in the identification, evaluation, allocation, and mitigation of program risks. The Contractor will be responsible for managing the construction related risk register items. Work package specific risk assessments are included in the work package WBS item.
 - 1.5.1. **Assessment Workshop:** The Contractor shall lead a half-day workshop covering the use of the risk register, consideration of risk and uncertainty in the Cost Model, and advancement of the risk register.
 - 1.5.2. **Meetings:** The Contractor shall attend and contribute to monthly meetings (as listed in Task 1.1.2) intended to update the existing risk register.
- 1.6. **CM/GC Partnership and Executive Management:** Successful implementation of CM/GC relies on a strong relationship between the Contractor and Owner. The effectiveness of the relationship will be achieved through both executive and management level partnerships.
 - 1.6.1. **Managers Assessments:** The Contractor and the NISP Enterprise will jointly develop additional success objectives for the CM/GC delivery approach. CM/GC assessment meetings will occur periodically as part of other meetings as agreed to between Contractor and NISP Enterprise.
 - 1.6.2. **Executive Sponsor Meetings:** The Contractor's Executive Sponsor and the NISP Enterprise's Executive Sponsor will meet quarterly (as part of the meetings listed in Task 1.1.1) to review the key project metrics developed by the organization managers. The meetings will alternate between a virtual/conference-call and an in-person meeting.
- 1.7. **Other Tasks:** The Contractor shall complete other necessary tasks as listed below.
 - 1.7.1. **Work Package Assessment:** Based on review of provided information and in consideration of permitting influences, the Contractor shall develop a Work Package Plan. The Plan should layout a work package distribution including scope and schedule/sequencing that captures all the required work with sufficient detail to enable analysis by the NISP Enterprise. The intent is to make determinations on work packages and whether they are viable, cost effective, have the potential to reduce the construction schedule and overall provide a benefit to the Project.
 - 1.7.2. **Early Procurement Assessment:** Contractor shall develop an Early Procurement Plan. The Plan should make determinations if early procurement packages for materials are viable and cost effective, have potential to reduce the construction schedule, and provide overall benefit to the Project.
 - 1.7.3. **Project Staging Plan:** Provide a thorough site management plan, advanced and updated at each preconstruction milestone, with coordination with the NISP Enterprise and the Engineer. The plan shall include phases as necessary to clearly illustrate the Contractor's concepts for site management. Staging areas, laydown areas, temporary facility locations, parking areas, temporary access roads, borrow areas, stockpile areas, quarry facilities area(s), concrete plant facility area(s), excavation plans, control of construction water, and control of surface water shall be described. Objectives to consider include: Minimize disturbance limitations (area and type); Maintaining public access where and when required (such as for Highway 287 and along Highway 14); and Minimize safety exposure when Highway 287 and 14 are in service.

2. Task 2 – Workshops and Webinars

- 2. Workshops and Webinars:** The Contractor shall participate in workshops, meetings, and webinars associated with execution of the CM/GC approach and the Glade Unit design.
- 2.1. General Workshops:** The Contractor shall be responsible for attending, supporting, and leading technical discussions as necessary to support the workshops listed below.
- 2.1.1. Kickoff Meeting and Partnering CM/GC Workshop:** Attend a one-day workshop covering review of the CM/GC method, roles and responsibilities, division of work, and partnering session. Key Contractor personnel shall attend.
- 2.1.2. Schedule Workshop:** Attend a virtual (2-hour) workshop covering the initial development of the cost loaded schedule required as part of the OPCC. Key Contractor personnel shall attend.
- 2.1.3. Risk and Innovation Workshops:** Innovation includes any design, design detail, means and methods, scheduling, or other changes to current design documents which result in a benefit to the project quality, schedule, or cost. The Contractor will be responsible for managing the construction related innovation and risk register items which will be reviewed at each workshop. Several workshops to identify potential innovations will be carried out through the design phase for each work package. The workshops will be used as a basis for Contractor participation in the design process of each workshop where credible innovation will be further assessed for incorporation into the design. The basis is that Risk and Innovation Workshops will be held quarterly. Basis for 2021 is one combined risk/innovation workshop (combined with Task 1.5.1 workshop) and then updates occurring at monthly management team meetings.
- 2.2. TAP/SEO Workshops and Webinars:** As part of the integrated project team, the Contractor will be responsible for attending, supporting, and providing input to technical and design review workshops and webinars (meetings) with the TAP/SEO. The NISP Enterprise or Engineer will facilitate the workshops and webinars. Workshops will be held virtually or in Berthoud, CO and may involve visits to the Glade Unit site. The Contractor will participate in up to one, one day virtual workshop and two, three-day workshops. These workshops should be attended by the Project Manager and other technical personnel as required to convey the desired information. The Contractor shall provide input to PowerPoint slides, handouts, and other materials necessary to adequately present technical information. In general, the focus of the workshops is as described below, although topics can change due to project evolution.
- 2.2.1. Workshop No. 1:** Discussion topics to include 30 percent Glade Unit design package (one day virtual workshop)
- 2.2.2. Workshop No. 2:** Discussion topics to include 60 percent Glade Unit design package
- 2.2.3. Workshop No. 3:** Discussion topics to include 90 percent Glade Unit design package
- 2.2.4. Webinars:** Less formal webinars will be used to interact with the TAP/SEO or individual members of the TAP/SEO. The Contractor will participate in 2-hr webinars held quarterly throughout design. These webinars should be attended by the Project Manager and other technical personnel as required to convey the desired information. The Engineer shall prepare PowerPoint slides, handouts, and other materials necessary to adequately present technical information. Basis for 2021 is no webinars.

3. Task 3 – Geotechnical Early Work Package

- 3. Geotechnical Early Work Package:** The Contractor will be responsible for scope input, OPCC development, scheduling and execution of all construction activities associated with the Geotechnical Early Work Package.
- 3.1. Scope Input:** Contractor shall provide input and review comments to the Early Work Package Scope Details provided with the RFP. Contractor shall provide input to the scope of work, overall execution/packaging of the work, construction schedule for the work, and permit compliance. Contractor shall attend a meeting with ICE and NISP Enterprise to review and agree on the final scope and packaging.
 - 3.2. OPCC Update:** Contractor shall update their OPCC and schedule for the Early Work Package based on the resolutions from the scope review meeting.
 - 3.3. Negotiation Meeting:** The Contractor shall participate in discussions with the ICE, Engineer and NISP Enterprise regarding the Contractor cost estimate and schedule. Attend meeting with ICE and NISP Enterprise with the intent to reconcile differences between the ICE and Contractor OPCC and schedule submissions.
 - 3.4. 60% and 100% Review and Comment:** The Contractor shall thoroughly review all updated plans, specification, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary documentation and information for constructability, development of means and methods, scheduling, pricing and to provide design input, comments and validation from a construction expertise perspective for both the 60% and 100% Early Work Package. Provide constructability input on all facets of the work package. The Contractor shall complete a comment log (via BlueBeam® Revu®) to document comments related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification and mitigation strategies; and innovation suggestions/recommendations.
 - 3.5. Construction Execution Plan:** Contractor shall prepare a construction execution plan for the Early Package that addresses: safety; environmental, permit, and regulatory compliance; schedule; hold points for Engineer to make observations, mapping, testing, and obtaining samples; preparation of any required submittals; staging and laydown areas; temporary access roads; and subcontractor management. Contractor shall obtain all required permits for the construction of the Early Work Package.
 - 3.6. Construction Execution:** Contractor shall complete construction and construction management of the Early Work Package.
 - 3.7. Closeout:** Contractor shall complete all required construction closeout including closing permits and any required construction reporting (including environmental and permit compliance reports).

4. Task 4 – Glade Unit Design

4. Glade Unit Design: The Contractor shall be responsible for construction planning of the Glade Unit which includes the Poudre River Diversion, Poudre Valley Canal Improvements, Forebay including Inlet/Outlet, Owl Creek Spillway, PVC Control Gate and Flow Measurement Structures, Owl Creek Improvements, Munroe Canal Bypass, embankment dam, high and low level outlet works, spillway, and all associated appurtenances. The Contractor will be responsible for OPCC development, scheduling and innovation development of all construction activities associated with the Glade Unit. The Glade Unit design will accomplish four milestones for consideration by the Contractor – 30, 60, 90 and 100 percent packages. Under this task, the Contractor shall be responsible for the following.

4.1. 30 Percent Design Package: The NISP Enterprise will provide the 30 percent Glade Unit design package to the Contractor for review and OPCC development. The Contractor was provided a portion of the 30 percent plans and specifications as well as geologic/geotechnical data as part of the proposal process. It is therefore expected that the level of effort for this task will be adjusted accordingly.

4.1.1. Review and Comment: The Contractor shall thoroughly review all updated plans, specification, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary documentation and information for constructability, development of means and methods, scheduling, pricing and to provide design input, comments and validation from a construction expertise perspective. Provide constructability input on all facets of the work package. The Contractor shall complete a comment log (via BlueBeam® Revu®) to document comments related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification and mitigation strategies; and innovation suggestions/recommendations.

4.1.2. Design Inputs/Construction Plans: The Contractor shall provide design or design related support and preparation of construction plans to elements of the Glade Unit. This input includes, but may not be limited to, the following:

4.1.2.1. Material/Equipment Suppliers: Identify and justify preferred supplier(s) for key materials and equipment including but not limited to off-site concrete, off-site aggregate, cement, fly ash, large diameter gates and valves, and steel pipe.

4.1.2.2. Temporary Access Roads: Layout access roads for construction of the Glade Unit.

4.1.2.3. Excavation/Borrow Management Plan: In coordination with NISP Enterprise and Engineer, evaluate options and determine the most cost-effective alternative for materials balance and use, excavation and borrow execution for the components of the Glade Unit with the focus on the embankment and forebay. NISP Enterprise and Engineer have developed significant geotechnical data and modeling associated with required excavations and anticipated borrow areas. The sources are variable. Material balancing and appropriate use on the project is essential to the project's success. Therefore, the Contractor's Excavation/Borrow Management Plan is of utmost importance. A comprehensive, schedule-synchronized excavation and borrow plan will be developed by the Contractor and monitored, verified, and adjusted through the life of the project in order to most economically utilize on-site materials and reduce project risk.

- 4.1.2.4. **Production Quarry:** Develop layout and design of quarry based on preliminary layout, performance requirements, and permit conditions provided by NISP Enterprise and the Engineer. The Contractor shall be responsible for final design features including sizing, permanent slopes, slope protection measures, cofferdam, haul road, aggregate processing plant platform, and other supporting facilities. The Contractor will also provide design on the blast plan including drill hole pattern, depths, staging, and charge size. The Contractor shall provide recommendations for closure and reclamation of quarry area.
- 4.1.2.5. **Schedule Constraints:** Provide input to the staged construction through necessary schedule constraints identified by the Contractor.
- 4.1.3. **Innovation:** Contractor shall prepare innovation proposals based on the Innovation Workshop for consideration by the Engineer and the NISP Enterprise. The basis for investing in the development of innovations or for including innovations into the design documents will depend on a business case developed by the Contractor which provides a clear return on investment to improve quality, schedule, or cost.
- 4.1.4. **OPCC Development:** The Contractor shall prepare an "open-book" OPCC for the 30 percent design package. The Contractor will maintain an open and accurate Cost Model that will include all details of the OPCC when submitted. The specific cost coding structure, assumptions, and contents of the OPCC shall be mutually resolved between the Contractor, ICE, and NISP Enterprise prior to revision of the OPCC. The latest recommended practices manual published by the AACEI shall be referenced when establishing OPCC development guidelines.
 - 4.1.4.1. **WBS:** Contractor shall develop a detailed WBS based on the Glade Unit scope as described in the latest design documents provided by the Engineer. High level WBS requirements will be provided by the NISP Enterprise for incorporation into the Contractor's detailed WBS.
 - 4.1.4.2. **Quantity Takeoffs:** Contractor shall independently calculate quantities as required by the WBS. Quantity reconciliation will be required with the ICE, Engineer and NISP Enterprise.
 - 4.1.4.3. **Cost Model:** Contractor shall submit a detailed cost estimate that includes detailed accounting of labor and equipment usage, material vendor quotes, bond premiums, and other elements that fully define the effort required to complete the work. The OPCC shall consider appropriate price escalation. The Contractor shall also list indirect costs for each item within the WBS. The OPCC submission shall include the Cost Model and a Cost Basis memorandum that provides a narrative of the estimating process, risks identification and associated costs, assumptions, methodologies, vendor list, etc.
 - 4.1.4.4. **Risk Characterization:** Contractor shall identify and characterize risks associated with the design using a Risk Register. These risks shall be considered during development of the Risk Pool and discussed during negotiations with the ICE.
- 4.1.5. **Scheduling:** The Contractor shall integrate, at a minimum, a Level 3, cost loaded Construction Schedule for submittal with the 30 percent OPCC.
- 4.1.6. **Risk Assessment and Allocation:** As part of the reconciliation process the ICE, Contractor, and NISP Enterprise will complete a risk assessment and will endeavor to retire or allocate risk to the appropriate party. Risk contingent items and or owner-controlled risk pool will be developed for each work package and available to fund allocated and realized risks.

- 4.1.7. **Negotiation:** The Contractor shall participate in discussions with the ICE, Engineer and NISP Enterprise regarding the Contractor cost estimate and schedule. Attend multi-day workshop with ICE and NISP Enterprise with the intent to reconcile differences between the ICE and Contractor OPCC and schedule submissions.
- 4.1.8. **Re-Drop:** After the differences on the schedule and OPCC are reconciled, Contractor shall update the schedule and OPCC and lead a re-drop meeting to review the updated schedule and OPCC with ICE and NISP Enterprise.
- 4.2. **60 Percent Design Package:** The NISP Enterprise will provide the 60 percent Glade Unit design package to the Contractor for review and OPCC development.
 - 4.2.1. **Review and Comment:** The Contractor shall thoroughly review all updated plans, specification, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary documentation and information for constructability, development of means and methods, scheduling, pricing and to provide design input, comments and validation from a construction expertise perspective. Provide constructability input on all facets of the work package. The Contractor shall complete a comment log (via BlueBeam) to document comments related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification and mitigation strategies; and innovation suggestions/recommendations.
 - 4.2.2. **Design Inputs/Construction Plans:** The Contractor shall provide design or design related support and preparation of construction plans to elements of the Glade Unit. This input includes, but may not be limited to, the following:
 - 4.2.2.1. **Air Permit Plan:** Contractor shall prepare a plan/strategy for completing the air permit modeling for the Glade Unit. The plan shall include a schedule of activities and assessment of subcontractors who could complete the air permitting. Begin compiling and preparing all the model inputs. It is anticipated it will take 9-12 months to obtain the air permit once the modeling begins.
 - 4.2.2.2. **Subcontractor/Supplier Plan:** The Contractor shall develop a Subcontractor/Supplier Involvement Plan. The Plan shall include details associated with, but not limited to, 1) identification, contracting, and engagement of subcontractors and material suppliers. The Plan shall consider potential participation volume (dollars) for potential subcontractors. The Contractor shall be prepared to evaluate cost impacts of increasing participation of small or local business enterprises.
 - 4.2.3. **Innovation:** Contractor shall prepare innovation proposals based on the Innovation Workshop for consideration by the Engineer and the NISP Enterprise. The basis for investing in the development of innovations or for including innovations into the design documents will depend on a business case developed by the Contractor which provides a clear return on investment to improve quality, schedule, or cost. Prepare and provide updated innovation log and performance report.
 - 4.2.4. **OPCC Development:** The Contractor shall update the Cost Model developed under the 30 percent milestone based on new design information developed for the 60 percent design package. Any changes to the Cost Model including specific cost coding structure, assumptions, and contents of the cost estimate shall be mutually resolved between the Contractor, ICE, and NISP Enterprise prior to revision of the estimate. The latest recommended practices manual published by the AACEI shall be referenced when establishing OPCC development guidelines.

- 4.2.4.1. **WBS:** Contractor shall update the existing WBS based on changes incorporated to the 60 percent design package.
- 4.2.4.2. **Quantity Takeoffs:** Contractor shall independently calculate quantities as required by the WBS. Quantity reconciliation will be required with the ICE, Engineer and NISP Enterprise.
- 4.2.4.3. **Cost Model:** Contractor shall submit a detailed OPCC that includes detailed accounting of labor and equipment usage, material vendor quotes, bond premiums, and other elements that fully define the effort required to complete the work. The OPCC shall consider appropriate price escalation. The Contractor shall also list indirect costs for each item within the WBS. The OPCC submission shall include the Cost Model and a Cost Basis memorandum that provides a narrative of the process, risks identification and associated costs, assumptions, methodologies, vendor list, cost and scope trending analysis, etc.
- 4.2.4.4. **Risk Characterization:** Contractor shall update the previously developed risk register. These risks shall be considered during development of the Risk Pool and discussed during negotiations with the ICE.
- 4.2.5. **Scheduling:** The Contractor shall update the schedule previously accepted by the ICE and NISP Enterprise to incorporate resource loading for submittal with the 60 percent Glade Unit OPCC.
- 4.2.6. **Risk Assessment and Allocation:** As part of the reconciliation process the ICE, Contractor, and the NISP Enterprise will complete a risk assessment and will endeavor to retire or allocate risk to the appropriate party. Risk contingent items and or owner-controlled risk pool will be developed for each work package and available to fund allocated and realized risks.
- 4.2.7. **Negotiation:** The Contractor shall participate in discussions with the ICE, Engineer and NISP Enterprise regarding the Contractor OPCC and schedule. Attend meeting with ICE and NISP Enterprise with the intent to reconcile differences between the ICE and Contractor OPCC and schedule submissions.
- 4.2.8. **Re-Drop:** After the differences on the schedule and OPCC are reconciled, Contractor shall update the schedule and OPCC and lead a re-drop meeting to review the updated schedule and OPCC with ICE and NISP Enterprise.
- 4.3. **90 Percent Design Package:** The NISP Enterprise will provide the 90 percent Glade Unit design package to the Contractor for review and OPCC and Initial GMP Proposal(s) development.
 - 4.3.1. **Review and Comment:** The Contractor shall thoroughly review all updated plans, specification, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary documentation and information for constructability, development of means and methods, scheduling, pricing and to provide design input, comments and validation from a construction expertise perspective. Provide constructability input on all facets of the work package. The Contractor shall complete a comment log (via BlueBeam) to document comments related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification and mitigation strategies; and innovation suggestions/recommendations.
 - 4.3.2. **Design Inputs/Construction Plans:** The Contractor shall provide design or design related support and preparation of construction plans to elements of the Glade Unit. This input includes, but may not be limited to, the following:
 - 4.3.2.1. **Air Permit Modeling:** Contractor shall update previously prepared air permit plan and model inputs and complete the modeling.

- Prepare all required air permit applications and submit applications and report to CDPHE.
- 4.3.2.2. Construction Plans:** Contractor shall prepare the following construction plans. This list may be adjusted if agreed to by Contractor and NISP Enterprise.
- Construction Water Plan
 - Diversion, Care of Drainage, and Dewatering Plan
 - Storm Water Management Plan
 - Temporary Environmental Control and Compliance Plan
 - Fugitive and Particulate Emissions Control Plan
 - Quality Control Plan
 - Traffic Control Plan
- 4.3.2.3. Update Previously Prepared Plans:** Contractor shall update the following previously prepared plans: Excavation/Borrow Management Plan, Production Quarry, and Project Staging Plan.
- 4.3.3. Innovation:** Contractor shall prepare innovation proposals based on the Innovation Workshop for consideration by the Engineer and the NISP Enterprise. The basis for investing in the development of innovations or for including innovations into the design documents will depend on a business case developed by the Contractor which provides a clear return on investment to improve quality, schedule, or cost. Prepare and provide updated innovation log and performance report.
- 4.3.4. OPCC Development:** The Contractor shall update the Cost Model developed under the 60% milestone based on new design information developed for the 90 percent design package. Any changes to the Cost Model including specific cost coding structure, assumptions, and contents of the OPCC shall be mutually resolved between the Contractor, ICE, and NISP Enterprise prior to revision of the OPCC. The latest recommended practices manual published by the ACEI shall be referenced when establishing OPCC development guidelines.
- 4.3.4.1. WBS:** Contractor shall update the WBS developed based on the 90 percent design package information.
- 4.3.4.2. Quantity Takeoffs:** Contractor shall independently calculate quantities as required by the WBS. Quantity reconciliation will be required with the ICE, Engineer and NISP Enterprise.
- 4.3.4.3. Cost Model:** Contractor shall submit a detailed OPCC that includes detailed accounting of labor and equipment usage, material vendor quotes, bond premiums, and other elements that fully define the effort required to complete the work. Subcontractor/supplier costs are expected to undergo a competitive process at this milestone. The OPCC shall consider appropriate price escalation. The Contractor shall also list indirect costs for each item within the WBS. The OPCC submission shall include the Cost Model and a Cost Basis memorandum that provides a narrative of the process, risk identification and associated costs, assumptions, methodologies, vendor list, cost and scope trending analysis, etc.
- 4.3.4.4. Risk Characterization:** Contractor shall update the previously developed risk register. These risks shall be considered during development of the Risk Pool and discussed during negotiations with the ICE.
- 4.3.5. Scheduling:** The Contractor shall update the schedule previously accepted by the ICE and the NISP Enterprise under the 60 percent milestone to Level 4 detail and incorporate quantity loading for submittal with the 90 percent Glade Unit

- OPCC. The Contractor will incorporate any changes as a result of negotiations into a Level 4, cost, resource, and quantity loaded construction schedule.
- 4.3.6. Negotiation:** The Contractor shall participate in discussions with the ICE, Engineer and NISP Enterprise regarding the Contractor OPCC and schedule. Attend meeting with ICE and NISP Enterprise with the intent to reconcile differences between the ICE and Contractor OPCC and schedule submissions.
- 4.3.6.1. Initial Reconciliation Meeting:** Attend reconciliation meeting with ICE and the NISP Enterprise. The meeting intention is to reach agreement on all OPCC items and schedule.
- 4.3.6.2. Risk Assessment and Allocation:** As part of the reconciliation process the ICE, Contractor, and NISP Enterprise will complete a risk assessment and will endeavor to retire or allocate risk to the appropriate party. Risk contingent items and or owner-controlled risk pool will be developed for each work package and available to fund allocated and realized risks.
- 4.3.6.3. Initial GMP Proposal(s) Negotiation:** Update the OPCC considering agreements reached during the Initial Reconciliation Meeting and prepare Initial GMP Proposal(s). Submit Initial GMP Proposal(s) for review by NISP Enterprise and ICE. Attend Initial GMP Proposal(s) finalization meeting.
- 4.4. 100 Percent Design Package:** The NISP Enterprise will provide the 100 percent Glade Unit design package to the Contractor for review and OPCC and Final GMP Proposal(s) development.
- 4.4.1. Review and Comment:** The Contractor shall thoroughly review all updated plans, specification, reports, diagrams, shop drawings, as-built plans, site conditions, and other necessary documentation and information for constructability, development of means and methods, scheduling, pricing and to provide design input, comments and validation from a construction expertise perspective. Provide constructability input on all facets of the work package. The Contractor shall complete a comment log (via BlueBeam) to document comments related to constructability; clarifications; design plan and specification errors, omissions or conflicts; effect on schedule; effect on cost; risk identification and mitigation strategies; and innovation suggestions/recommendations.
- 4.4.2. Design Inputs/Construction Plans:** The Contractor shall provide design or design related support and preparation of construction plans to elements of the Glade Unit.
- 4.4.3. Innovation:** Contractor shall prepare innovation proposals based on the Innovation Workshop for consideration by the Engineer and the NISP Enterprise. The basis for investing in the development of innovations or for including innovations into the design documents will depend on a business case developed by the Contractor which provides a clear return on investment to improve quality, schedule, or cost. Prepare and provide updated innovation log and performance report.
- 4.4.4. OPCC Development:** The Contractor shall update the Cost Model developed under the 90 percent milestone based on new design information developed for the 100 percent design package. Any changes to the Cost Model including specific cost coding structure, assumptions, and contents of the OPCC shall be mutually resolved between the Contractor, ICE, and NISP Enterprise prior to revision of the OPCC. The latest recommended practices manual published by the AACEI shall be referenced when establishing OPCC development guidelines.
- 4.4.4.1. WBS:** Contractor shall update the WBS developed based on the 100 percent design package information.

- 4.4.4.2. **Quantity Takeoffs:** Contractor shall independently calculate quantities as required by the WBS. Quantity reconciliation will be required with the ICE, Engineer and NISP Enterprise.
- 4.4.4.3. **Cost Model:** Contractor shall submit a detailed OPCC that includes detailed accounting of labor and equipment usage, material vendor quotes, bond premiums, and other elements that fully define the effort required to complete the work. The OPCC shall consider appropriate price escalation. The Contractor shall also list indirect costs for each item within the WBS. The OPCC submission shall include the Cost Model and a Cost Basis memorandum that provides a narrative of the process, risk identification and associated costs, assumptions, methodologies, vendor list, cost and scope trending analysis, etc.
- 4.4.4.4. **Risk Characterization:** Contractor shall update the previously developed risk register. These risks shall be considered during development of the Risk Pool and discussed during negotiations with the ICE.
- 4.4.5. **Scheduling:** The Contractor shall update the schedule previously accepted by the ICE and the NISP Enterprise under the 90 percent milestone to Level 4 detail and incorporate quantity loading for submittal with the 100 percent Glade Unit OPCC. The Contractor will incorporate any changes as a result of negotiations into the final, Level 4, cost, resource, and quantity loaded construction schedule for submittal with their Final GMP Proposal(s).
- 4.4.6. **Negotiation:** The Contractor shall participate in discussions with the ICE, Engineer and NISP Enterprise regarding the Contractor OPCC and schedule. These discussions are intended to result in agreed GMP Proposal(s) and schedule.
 - 4.4.6.1. **Final Reconciliation Meeting:** Attend reconciliation meeting with ICE and the NISP Enterprise. The meeting intention is to reach agreement on all OPCC items and schedule.
 - 4.4.6.2. **Risk Assessment and Allocation:** As part of the reconciliation process the ICE, Contractor, and NISP Enterprise will complete a risk assessment and will endeavor to retire or allocate risk to the appropriate party. Risk contingent items and or owner-controlled risk pool will be developed for each work package and available to fund allocated and realized risks.
 - 4.4.6.3. **Final GMP Proposal(s) Negotiation:** Update the OPCC considering agreements reached during the Final Reconciliation Meeting and prepare Final GMP Proposal(s). Submit Final GMP Proposal(s) for review by NISP Enterprise and ICE. Attend Final GMP Proposal(s) finalization meeting. The level of effort required to negotiate and execute amendment(s) the Construction Contract shall not be included in this Preconstruction Scope of Work. Changes to scope necessitated by regulator, Engineer, or NISP Enterprise affecting the contracted Contract Price will be evaluated and incorporated under conditions of the executed Contract.

BACKGROUND SUMMARY:

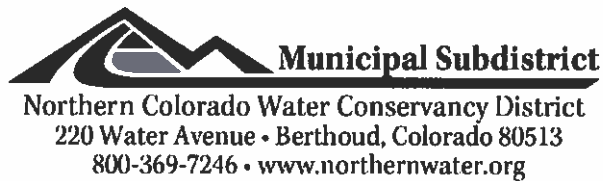


The Chimney Hollow site west of Berthoud will include an earth-fill asphalt core dam. Material for the dam will be quarried at the site, as shown in a computer model above.

NCWCD learned that Save the Colorado has filed an appeal to federal litigation. NCWCD Subdistrict will need a bit of time to digest what the best options will be going forward.

BOARD ACTION SUGGESTED:

Information Only.



March 18, 2021

Mr. Stan Linker
Central Weld County Water District
2235 2nd Avenue
Greely, CO 80631-7203

stan@cwcd.com

Dear Stan:

The WGFP Allotment Contract approved in 2020 includes a Capital C&E Funding Obligation for Initial C&E of \$600 million. The Enterprise has identified \$7 million in Initial C&E cost that will be incurred this year, as shown in the budget below. The Enterprise will deposit received funds into the WGFP General Account and will not create segregated escrow accounts for Cash Allottee's until WGFP Financing and start of construction. For the purpose of allocating costs, all allottees are being assessed an exact charge of \$77.78 per WGFP Unit resulting in a total raised of \$7,000,200.

<u>2021 Initial C&E Budget</u>	
Construction Contract	\$5,590,000
Pre-con Period (\$1,440,000)	
Long Lead Items (\$4,150,000)	
Engineering Services	\$760,000
<u>Construction Management</u>	<u>\$650,000</u>
Total	\$7,000,000

The invoice will result in a decrease to the Capital C&E Funding Obligation from \$600 million to \$593 million for project funding. It should be noted that the Capital C&E Funding Obligation is expected to increase in the future as new Construction Cost estimates are developed when the federal litigation is complete.

Please remit payment of the attached invoice to:

Municipal Subdistrict, Northern Colorado Water Conservancy District
P.O. Box 913208
Denver, CO 80291-3208

Very truly yours,

Jeff Drager

INVOICE #9171

Windy Gap Firing Project Water Activity Enterprise

DATE: MARCH 19, 2021

PO Box 913208 Denver, CO 80291-3208
Phone 800-369-7246 Fax 1-877-851-0017

TO Mr. Stan Linker
Central Weld County Water District
2235 2nd Avenue
Greely, CO 80631-7203

stan@cwcd.com

DESCRIPTION	AMOUNT DUE
Contribution for 2021 Initial C&E Budget 346 units @ \$77.78/unit	\$ 26,911.88
<i>Please remit to: Municipal Subdistrict, Northern Water Colorado Water Conservancy District P.O. Box 913208 Denver, Colorado 80291-3208</i>	

THANK YOU!

BACKGROUND SUMMARY:

Please review the CLFP Minutes from March.

BOARD ACTION:

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, March 10, 2021. Attendance was as follows:

Board of Directors

Ed Martens, President	Present
Al Lind, Jr., Vice President	Present
Emily McMurtrey, Treasurer/Secretary	Present
Steven Brandenburg	Present-via Telephone Conference
Scott Meining	Present
Katie Strohauer	Present

Staff/Guests in Attendance

Rick Whittet	CLFP General Manager
Darrell Larson	CLFP Plant Superintendent
Lisa Everson	CLFP Admin. Assistant
Stan Linker	CWCWD District Manager
Amber Kauffman	LTWD District Manager
Josh Cook	NoCo Engineering

CALL TO ORDER:

President Martens called the meeting to order at 4:37 p.m.

PUBLIC COMMENT ON NON-AGENDA ITEMS:

There were no public comments.

APPROVAL OF THE MINUTES FROM THE PREVIOUS BOARD MEETING:

A motion to approve the meeting minutes of the January 13, 2021 Board meeting was made by Director Meining and seconded by Director Lind. The motion carried.

FINANCIAL REVIEW:

The financial reports from January and February were reviewed.

A motion to approve the January 2021 financials as presented was made by Director Brandenburg and seconded by Director McMurtrey. The motion carried.

A motion to approve the February 2021 financials as presented was made by Director Brandenburg and seconded by Director McMurtrey. The motion carried.

There was discussion regarding repairs to the South Plant Roof from prior storm damage and the remaining funds from the insurance claim.

A motion was made to reallocate the remaining funds to the operations and savings accounts by Director Brandenburg and seconded by Director McMurtrey. The motion carried.

PROJECT UPDATE:

- Mr. Whittet reviewed his report that was included in the Board Packet.
 - The Filter 23 Warranty was discussed, and the Bond Notice had been sent earlier in March.
- Mr. Cook updated the Board on the progress of the 7 Million Gallon Tank Project.
 - Mr. Cook reported there is a potential issue with the roof support system on the interior of the

Storage Tank. Mr. Cook reported he had witnessed bending of the steel chairs which may be related to expansion and contraction. Mr. Cook further explained the roof support system had not been installed as approved in the Submittal.

After discussion, a motion was made by Director McMurtrey directing the Plant and the Project Manager to seek legal counsel regarding the matter. This was seconded by Director Lind. The motion carried.

- Mr. Cook was excused from the meeting upon conclusion of his presentation.
- Mr. Whittet announced the Selection Committee's recommendation of Burns & McDonnell for the design of the upcoming South Plant Pre Treatment/Expansion Project.

A motion was made by Director Lind to recommend Burns & McDonnell to design the Pre Treatment/Expansion Project to the Water District Boards. This was seconded by Director Brandenburg. The motion carried.

- There was additional discussion regarding the Delivery Method for the project. The Selection Committee had agreed the design/build approach would be optimal considering the project schedule.

OPERATIONS AND MAINTENANCE REPORT:

- Mr. Larson reviewed the O & M report for the months of January and February.

WATER QUALITY REPORT:

Mr. Larson reviewed the Water Quality report for January and February. All parameters were within acceptable limits.

MANAGER'S REPORT:

- Mr. Whittet reviewed the Manager's Report.
- Mr. Whittet proposed an update to the Paid Time Off Policy to include additional Paid Time Off for COVID-19 related requests.

A motion was made by Director Meining to approve the updated Paid Time Off policy as presented and seconded by Director McMurtrey. The motion carried.

DISTRICT MANAGER'S QUESTIONS AND COMMENTS:

There were no District Manager comments.

DIRECTOR REPORTS:

Director Strohauser asked for clarification regarding the selection process for the design of the Pre Treatment/Expansion project. She also expressed concern with selecting an engineer without more specific knowledge of the plant.

There being no other business, the meeting was adjourned at 6:34 p.m.

Respectfully Submitted,

Emily McMurtrey, Secretary

DRAFT

**CARTER LAKE FILTER
PLANT AGENDA
Item No. 6B
April 15, 2021**

BACKGROUND SUMMARY:

The agenda for April is attached.

BOARD ACTION:
Information Only.

SUBMITTED BY: Stan Linker

6B



Carter Lake Filter Plant

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

Directors: Ed Martens | Al Lind Jr. | Emily McMurtrey | Steven Brandenburg | Scott Meining | Katie Strohauer

Plant Manager: Rick Whittet

Regular Board Meeting Agenda April 14, 2021 – 4:30 P.M.

1. **Call to Order**
2. **Public Comment on Non-Agenda Items**
3. **Review of Meeting Minutes of Prior Board Meeting** Page 2
4. **Audit Presentation** Page 5
5. **Financial Review** Page 7
6. **Project Update** Page 20
7. **Operations and Maintenance Report** Page 22
8. **Water Quality Report** Page 24
9. **Manager's Report** Page 25
10. **District Manager's Questions and Comments**
11. **Director Reports**
12. **Adjournment**

**CARTER LAKE FILTER
PLANT PROJECT UPDATE**

Item No. 6C (1-22)

April 15, 2021

BACKGROUND SUMMARY:

Financials	Year to date total revenue are equal to budgeted and expenses are more than budgeted due to timing and increased water production
South Plant	*roof restoration started; inside complete, outside in progress *clearwell has been cleaned and inspected *additional feed pipe was installed for the Soda Ash System
Website	Website is designed and is now live at www.clfp.colorado.gov
North Plant	*Filter 23 replacement filter media and under-drains have been received *Piping modifications made to Cell 6 *Cells 1-5 would also benefit from modification by allowing more accurate flow measurement and chemical dosing. *second shipment of membrane modules arrived through customs and are expected at plant soon *planned shutdown the week of April 19 th for maintenance which includes clearwell inspection, installing clearwell pump check valves and cleaning/inspecting the secondary clarifier.
Pretreatment	The Request for Proposals was issued on January 21, 2021.
Water Quality Testing	2021 results for Inorganics & Volatile Organics were all below the minimum reporting level.
7 MG Tank	*Project is on schedule; painting is in-progress *Steel pre-painting inspection performed *Rood installed *Last waterline shutdown is complete *Issue with the trusses; bolts installed incorrectly *Tanco submitted a letter regarding repairs to the structure *3 rd party engineer hired to help resolve the structural issues with the tank.
Coronavirus	No additional positive cases
Paid Time Off	80 hours of pay to support a COVID-19 related paid leave request is suggested when a public health emergency is declared

BOARD ACTION:

As appropriate by Board.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 4

SUBJECT: 2020 Audit Presentation

ACTION REQUEST: None, informational item

Eryn Tolooe of BDO will present the 2020 Audit for the Filter Plant at the Board Meeting.

The Audit report will be sent under separate attachment.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 5

SUBJECT: March Financial Review

STAFF: Lisa Everson, Administrative Assistant & Rick Whittet, Plant Manager

ACTION REQUEST: Approval

- Review of March Financials:
 - March total revenue equals the budgeted amount of \$223,794 .
 - March total expenses are \$153,620.75 which is \$2,788.30 more than budgeted.

- Follow up from February Board Meeting:

7 MG Storage Tank Pay Application: Payment can be withheld for Defective Work. NEC is working on the costs associated with the Defective Work related to the Roof Support Structure to be applied to a future pay application. Payment for February Pay Application is recommended.

The roof repair funds were reallocated to the checking and savings accounts as follows:
\$50,000.00 to savings, \$79,421.19 to checking.

- Large check approval:

7 MG Storage Tank March Pay Application has not been received at this time.

CARTER LAKE FILTER PLANT
Balance Sheet
As of March 31, 2021

Accrual Basis

	<i>Mar 31, 21</i>
ASSETS	
Current Assets	
Checking/Savings	
100500 · PETTY CASH	111.04
101000 · CASHBANK ACCOUNT	191,899.45
105000 · COLOTRUST SAVINGS	70,152.33
105100 · COLOTRUST ROOF FUNDS	0.13
	262,162.95
Accounts Receivable	
110000 · ACCOUNTS RECEIVABLE	1,008,088.93
	1,008,088.93
Total Current Assets	1,270,251.88
Fixed Assets	
121000 · FILTER PLANT PROPERTY	10,730,794.88
121200 · WITHDRAW FACILITIES	17,579.00
121400 · EQUIPMENT -SMALL EQUIP PURCHASE	148,528.54
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
123000 · ACCUMULATED DEPRECIATION	-5,989,301.95
123400 · FILTER REHAB PROJECT	36,866.78
124000 · UTILITY PLAN	0.01
124100 · 7MG STORAGE TANK	0.01
	6,160,756.87
Total Fixed Assets	6,160,756.87
Other Assets	
126000 · INVENTORY	236,863.32
	236,863.32
Total Other Assets	236,863.32
TOTAL ASSETS	7,667,872.07
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · ACCOUNTS PAYABLE	811,436.96
	811,436.96
Other Current Liabilities	
200100 · PAYROLL TAXES PAYABLE	0.03
200200 · STATE WITHHOLDING TAX	2,251.00
202000 · ACCRUED COMP. ABSENCES	53,722.49

CARTER LAKE FILTER PLANT
Balance Sheet
As of March 31, 2021

Accrual Basis

	<i>Mar 31, 21</i>
202100 · ACCRUED WAGES PAYABLE	27,503.48
Total Other Current Liabilities	83,477.00
Total Current Liabilities	894,913.96
Total Liabilities	894,913.96
Equity	
211000 · CAPITAL CONSTRUCTION -LTWD	4,053,223.64
211100 · CAP CONSTRUCTION -CWCWD	4,064,674.35
220000 · RETAINED EARNINGS	-890,532.99
30000 · Opening Balance Equity	-55,865.08
32000 · RetainedEarnings	-313,724.67
Net Income	-84,817.14
Total Equity	6,772,958.11
TOTAL LIABILITIES & EQUITY	7,667,872.07

CARTER LAKE FILTER PLANT

Invoices to Districts

As of March 31, 2021

<u>Date</u>	<u>Invoice #</u>	<u>District</u>	<u>Memo</u>	<u>Amount</u>	<u>Paid</u>
3/31/2021	1646	LTWD	DRY CREEK ELECTRICITY	\$ 1,125.00	
3/31/2021	1647	CWCWD	DRY CREEK ELECTRICITY	\$ 1,125.00	
3/31/2021	1648	LTWD	7MG STORAGE TANK PROJECT	\$ 391,022.58	
3/31/2021	1649	CWCWD	7MG STORAGE TANK PROJECT	\$ 391,022.58	
3/31/2021	1650	LTWD	MARCH WATER USAGE	\$ 106,496.00	
3/31/2021	1651	CWCWD	MARCH WATER USAGE	\$ 117,297.77	

TOTAL DISTRICT INVOICES

\$ 1,008,088.93

TOTAL CURRENT ACCOUNTS RECEIVABLE

\$ 1,008,088.93

CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
March 2021

Accrual Basis

	Mar 21	Budget	\$ Over Budget	Jan - Mar 21	YTD Budget	\$ Over Budget	Annual Budget
Income							
301000 - INCOME OPERATIONS	223,793.77	223,793.77	0.00	640,198.54	637,743.04	2,455.50	2,685,525.22
302000 - INCOME MISCELLANEOUS	24.18			24.18			
302400 - INCOME INTEREST	15.13	17.91	-2.78	63.47	53.73	9.74	215.00
Total Income	223,833.08	223,811.68	21.40	640,286.19	637,796.77	2,489.42	2,685,740.22
Expense							
501000 - ADMINISTRATIVE							
501100 - NCWCD 16" LINE FEES	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00
501200 - LEGAL NOTICES	0.00			89.34			
501300 - FEES, LICENSES & DUES	56.99	200.00	-143.01	1,838.55	2,400.00	-561.45	6,777.00
506200 - BOD MILEAGE	386.51	140.58	245.93	472.86	421.75	51.11	1,687.00
506600 - OFFICE SUPPLIES	276.42	688.00	-411.58	1,298.94	2,064.00	-765.06	8,256.00
506700 - CUSTODIAL SUPPLIES	246.68	0.00	246.68	605.02	401.00	204.02	1,604.00
506900 - FURNITURE	0.00	0.00	0.00	0.00	1,388.00	-1,388.00	1,388.00
Total 501000 - ADMINISTRATIVE	966.60	1,028.58	-61.98	4,304.71	6,674.75	-2,370.04	21,212.00
501500 - TRAINING							
501600 - SEMINARS & FEES	150.00	2,000.00	-1,850.00	300.00	6,000.00	-5,700.00	6,000.00
501800 - SAFETY	0.00	0.00	0.00	780.00	1,800.00	-1,020.00	1,800.00
Total 501500 - TRAINING	150.00	2,000.00	-1,850.00	1,080.00	7,800.00	-6,720.00	7,800.00
502000 - LABORATORY							
502500 - SUPPLIES	7.84	0.00	7.84	2,192.15	3,235.00	-1,042.85	12,938.00
502700 - PROFESSIONAL SERVICES	778.50	0.00	778.50	1,728.50	1,756.00	-27.50	7,022.00
502800 - EQUIPMENT REPLACEMENT	0.00	0.00	0.00	0.00	0.00	0.00	36,100.00
502900 - NEW EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	8,900.00
Total 502000 - LABORATORY	786.34	0.00	786.34	3,920.65	4,991.00	-1,070.35	64,960.00
503200 - SOUTH PLANT CHEMICALS							
503202 - COAGULANT	0.00	0.00	0.00	0.00	0.00	0.00	94,500.00
503203 - SEAQUEST	0.00	0.00	0.00	0.00	0.00	0.00	78,000.00
503204 - CHLORINE	1,188.40	2,400.00	-1,211.60	1,188.40	2,400.00	-1,211.60	14,400.00
503205 - FLUORIDE	3,400.00	0.00	3,400.00	3,400.00	4,050.00	-650.00	16,200.00
503206 - FLOCCULANT	0.00	0.00	0.00	0.00	0.00	0.00	4,752.00
503207 - FERRIC SULFATE	0.00	0.00	0.00	0.00	0.00	0.00	78,000.00
503208 - SODA ASH	3,160.50	4,000.00	-839.50	3,160.50	4,000.00	-839.50	58,050.00
503209 - SODIUM CHLORITE	0.00	0.00	0.00	17,554.37	18,608.00	-1,053.63	37,216.00
Total 503200 - SOUTH PLANT CHEMICALS	7,748.90	6,400.00	1,348.90	25,303.27	29,058.00	-3,754.73	381,118.00
503300 - NORTH PLANT CHEMICALS							
503302 - COAGULANT	0.00	0.00	0.00	16,679.60	17,000.00	-320.40	51,000.00
503303 - SEAQUEST	0.00	0.00	0.00	48,900.00	52,000.00	-3,100.00	78,000.00
503304 - CHLORINE	2,376.80	0.00	2,376.80	4,753.60	1,500.00	3,253.60	19,536.00
503305 - FLUORIDE	3,400.00	0.00	3,400.00	3,400.00	4,950.00	-1,550.00	19,800.00
503306 - CAUSTIC SODA	0.00	0.00	0.00	0.00	0.00	0.00	4,400.00
503307 - FERRIC SULFATE	18,438.00	19,500.00	-1,062.00	38,715.60	39,000.00	-284.40	195,000.00
503308 - SODA ASH	8,164.20	0.00	8,164.20	16,084.20	8,100.00	7,984.20	81,000.00
503309 - SODIUM CHLORITE	0.00	0.00	0.00	18,798.43	18,608.00	190.43	74,431.00
503310 - CLEAN-IN-PLACE	1,350.00	0.00	1,350.00	12,019.00	6,500.00	5,519.00	55,000.00
Total 503300 - NORTH PLANT CHEMICALS	33,729.00	19,500.00	14,229.00	159,350.43	147,658.00	11,692.43	578,167.00
504000 - PROFESSIONAL SERVICES							
504100 - CONTROL SYSTEM	0.00	1,200.00	-1,200.00	394.50	3,600.00	-3,205.50	39,383.00
504200 - ELECTRICAL	1,708.57	1,242.68	465.89	3,060.00	3,728.02	-668.02	14,912.00
504300 - FIRE & SECURITY	0.00	0.00	0.00	240.00	681.00	-441.00	3,225.00
504400 - BACK UP POWER	0.00	0.00	0.00	0.00	0.00	0.00	2,679.00
504500 - IT SUPPORT	62.50	126.17	-63.67	187.50	378.51	-191.01	1,514.00
504600 - ACCOUNTING	0.00	3,000.00	-3,000.00	9,375.00	6,000.00	3,375.00	9,000.00
504800 - ENGINEERING	508.00	1,125.00	-617.00	15,772.91	10,750.00	5,022.91	20,875.00
504900 - LEGAL	315.00	206.50	108.50	2,767.50	619.50	2,148.00	2,478.00
Total 504000 - PROFESSIONAL SERVICES	2,594.07	6,900.35	-4,306.28	31,797.41	25,757.03	6,040.38	94,066.00
507000 - WATER QUALITY							
507100 - INORGANICS	0.00	0.00	0.00	429.00	310.00	119.00	310.00
507200 - CHLORITES	0.00	0.00	0.00	240.00	240.00	0.00	240.00
507500 - ORGANIC	0.00	0.00	0.00	0.00	1,500.00	-1,500.00	1,500.00
507600 - RAW ALGAE ID	445.00	135.00	310.00	600.00	405.00	195.00	1,620.00
507800 - DISCHARGE	34.00	0.00	34.00	67.50	266.25	-198.75	1,065.00
507900 - OTHER	189.00	159.58	29.42	806.00	478.75	327.25	1,915.01
Total 507000 - WATER QUALITY	668.00	294.58	373.42	2,142.50	3,200.00	-1,057.50	6,650.01
508000 - OPERATIONS & MAINTENANCE							
508600 - GENERAL SERVICES	9,461.85	6,815.43	2,646.42	26,982.67	20,446.27	6,536.40	81,785.00
508700 - PARTS & SUPPLIES	2,139.04	5,541.67	-3,402.63	8,638.41	16,625.01	-7,986.60	66,500.00
508800 - TOOLS	0.00	0.00	0.00	523.98	1,366.00	-842.02	5,465.00
508900 - PROPERTY MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	28,965.00
509000 - GARBAGE REMOVAL	158.91	175.00	-16.09	471.11	525.00	-53.89	2,100.00
510000 - FUELS							
510100 - DIESEL	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00

**CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
March 2021**

Accrual Basis

	<u>Mar 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jan - Mar 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
510200 · GASOLINE	168.92	225.00	-56.08	594.64	650.00	-55.36	4,838.00
Total 510000 · FUELS	168.92	225.00	-56.08	594.64	650.00	-55.36	6,838.00
510300 · MILEAGE REIMBURSEMENT	0.00	31.50	-31.50	0.00	94.50	-94.50	378.00
510700 · CLOTHING	0.00	0.00	0.00	199.96	250.00	-50.04	3,500.00
510800 · SAFETY SUPPLIES	218.00	346.82	-128.82	844.81	1,040.48	-195.67	4,162.00
512000 · FILTER PLANT HOUSE	0.00	0.00	0.00	0.00	1,000.00	-1,000.00	10,000.00
Total 508000 · OPERATIONS & MAINTENANCE	12,146.72	13,135.42	-988.70	38,255.58	41,997.26	-3,741.68	209,693.00
511500 · VEHICLE MAINTENANCE							
511400 · SMALL VEHICLES & ATTACHMENTS	0.00			-21.48			
511500 · VEHICLE MAINTENANCE - Other	0.00	657.18	-657.18	0.00	1,971.54	-1,971.54	7,886.00
Total 511500 · VEHICLE MAINTENANCE	0.00	657.18	-657.18	-21.48	1,971.54	-1,993.02	7,886.00
513000 · UTILITIES							
505000 · COMMUNICATIONS							
505100 · TELEPHONE SERVICE	467.02	405.50	61.52	1,386.25	1,216.50	169.75	4,866.00
505200 · CELLULAR SERVICE	257.25	423.42	-166.17	771.75	1,270.24	-498.49	5,081.00
Total 505000 · COMMUNICATIONS	724.27	828.92	-104.65	2,158.00	2,486.74	-328.74	9,947.00
513100 · ELECTRICITY							
513600 · NORTH PLANT	9,987.42	9,500.00	487.42	30,132.60	28,500.00	1,632.60	117,000.00
513700 · SOUTH PLANT	2,823.98	5,500.00	-2,676.02	10,440.84	16,500.00	-6,059.16	68,500.00
513800 · PLANT HOUSE	90.55	95.00	-4.45	295.99	285.00	10.99	1,447.00
Total 513100 · ELECTRICITY	12,901.95	15,095.00	-2,193.05	40,869.43	45,285.00	-4,415.57	186,947.00
514000 · PROPANE							
514100 · NORTH PLANT	1,648.50	1,500.00	148.50	5,411.85	3,907.00	1,504.85	8,107.00
514200 · SOUTH PLANT	0.00	1,650.00	-1,650.00	1,825.12	5,050.00	-3,224.88	9,844.00
514300 · PLANT HOUSE	0.00	0.00	0.00	0.00	368.00	-368.00	1,094.00
Total 514000 · PROPANE	1,648.50	3,150.00	-1,501.50	7,236.97	9,325.00	-2,088.03	19,045.00
Total 513000 · UTILITIES	15,274.72	19,073.92	-3,799.20	50,264.40	57,096.74	-6,832.34	215,939.00
515000 · PAYROLL	55,253.52	57,126.00	-1,872.48	196,174.37	197,447.00	-1,272.63	759,324.00
515500 · PAYROLL TAXES	4,226.89	4,370.00	-143.11	15,007.33	15,105.00	-97.67	58,088.00
515600 · STATE UNEMPLOYMENT	0.00	0.00	0.00	548.15	569.50	-21.35	2,278.00
516100 · INSURANCE							
505500 · PROPERTY & LIABILITY	0.00	0.00	0.00	133,551.00	110,000.00	23,551.00	110,000.00
505800 · WORKERS COMPENSATION	0.00	0.00	0.00	8,415.00	9,646.00	-1,231.00	9,646.00
516000 · HEALTH	17,618.88	17,626.25	-7.37	47,591.64	52,878.75	-5,287.11	211,515.00
Total 516100 · INSURANCE	17,618.88	17,626.25	-7.37	189,557.64	172,524.75	17,032.89	331,161.00
516500 · RETIREMENT CONTRIBUTION	2,457.11	2,720.17	-263.06	7,418.37	8,160.51	-742.14	32,642.00
Total Expense	153,620.75	150,832.45	2,788.30	725,103.33	720,011.08	5,092.25	2,770,984.01
Net Income	70,212.33	72,979.23	-2,766.90	-84,817.14	-82,214.31	-2,602.83	-85,243.79

CARTER LAKE FILTER PLANT
Check Register
As of March 31, 2021

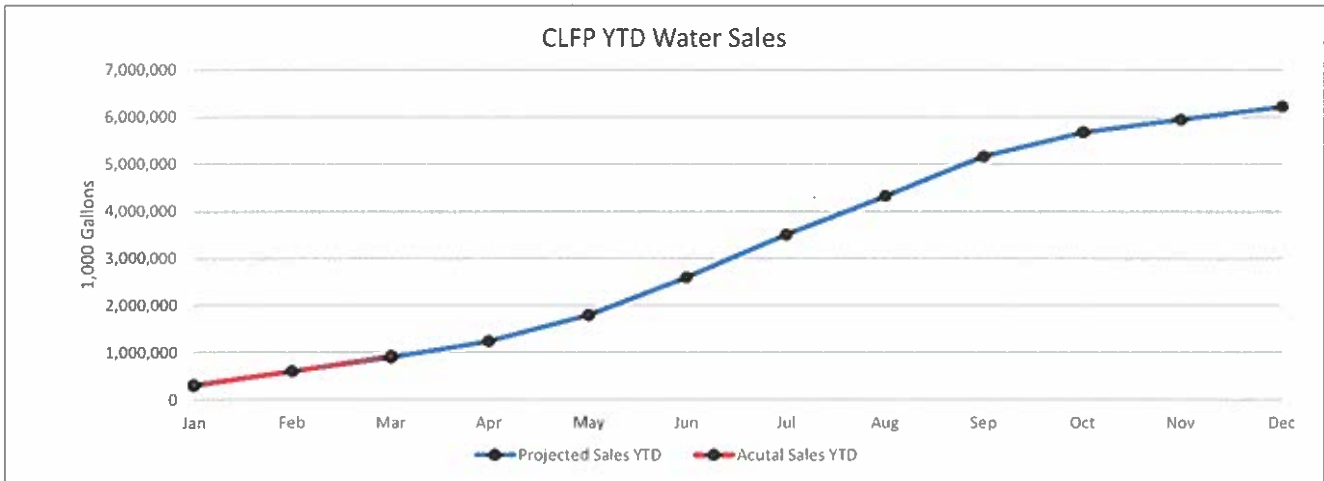
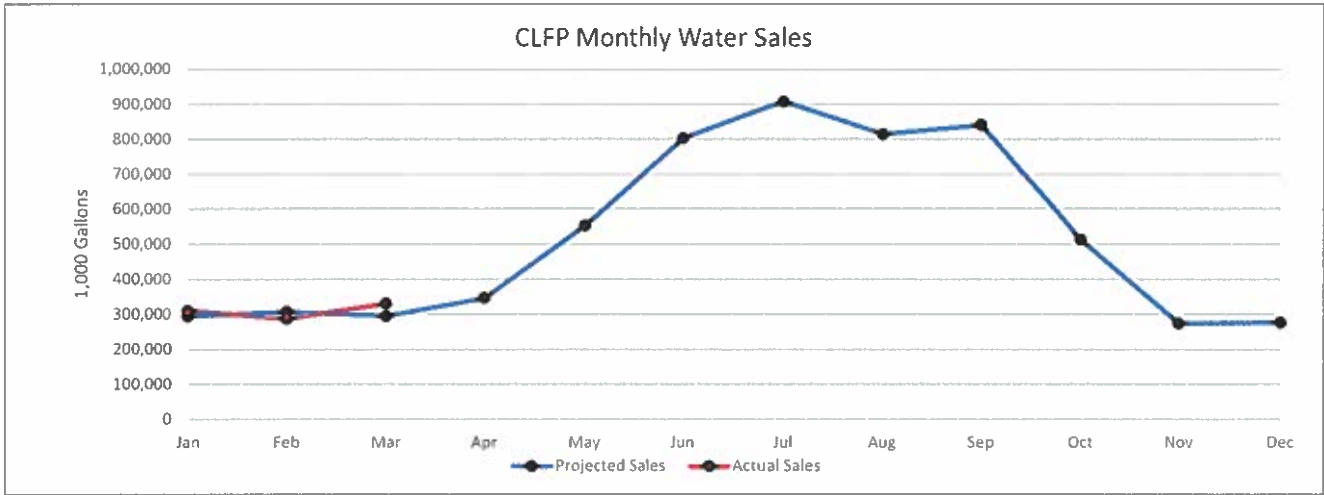
Num	Date	Name	Memo	Amount
101000		CASHBANK ACCOUNT		
BILL PAY	3/8/2021	PWT CHEMICALS	CHEMICALS	\$18,438.00
24526	3/4/2021	CEBT	EMPLOYEE INSURANCE	\$17,618.88
BILL PAY	3/8/2021	CALCHEM ENTERPRISES	CHEMICALS	\$16,679.60
BILL PAY	3/8/2021	HARCROS CHEMICALS INC.	CHEMICALS	\$16,128.00
BILL PAY	3/8/2021	POUDRE VALLEY REA	UTILITIES - ELECTRIC	\$12,901.95
BILL PAY	3/4/2021	POUDRE VALLEY REA	DRY CREEK - ELECTRIC	\$11,442.43
24528	3/8/2021	BDO	ACCOUNTING SERVICES	\$9,375.00
24551	3/22/2021	WESCO	GENERAL SERVICES	\$7,886.85
24537	3/8/2021	JVA, INC.	ENGINEERING SERVICES	\$7,010.00
24543	3/8/2021	SCHRADER PROPANE	UTILITIES- PROPANE	\$3,800.97
24545	3/22/2021	DPC INDUSTRIES, INC.	CHEMICALS	\$2,538.40
24536	3/8/2021	HACH COMPANY	LABORATORY SERVICES	\$1,730.30
BILL PAY	3/8/2021	ROCKY MTN ELECTRIC	ELECTRICAL SERVICES	\$1,708.57
24542	3/8/2021	RYAN HERCO PRODUCTS CORP.	PARTS & HARDWARE	\$1,322.30
24548	3/22/2021	SPECIAL DISTRICT ASSOC.	SDA MEMBERSHIP DUES	\$1,237.50
24532	3/8/2021	CITY FORT COLLINS	WATER QUALITY	\$780.00
24549	3/22/2021	SUNSTATE	FILTER 23 EXPENSE	\$775.00
BILL PAY	3/1/2021	CARDMEMBER SERVICE	CREDIT CARD PURCHASES	\$551.44
BILL PAY	3/8/2021	MUNICIPAL TREATMENT EQUIP	PARTS & HARDWARE	\$506.58
24530	3/8/2021	CH DIAGNOSTIC/CONSULTING	WATER QUALITY	\$495.00
24541	3/8/2021	RANDOLPH W STARR, P.C.	LEGAL SERVICES	\$405.00
24533	3/8/2021	COMMERCIAL HVAC, INC	GENERAL SERVICES	\$385.00
BILL PAY	3/18/2021	CENTURYLINK	COMMUNICATIONS - TELEPHONE	\$374.79
24547	3/22/2021	RANDOLPH W STARR, P.C.	LEGAL SERVICES	\$315.00
BILL PAY	3/8/2021	NAPA OF BERTHOUD	PARTS & HARDWARE	\$303.53
24531	3/8/2021	CINTAS CORPORATION	SAFETY SUPPLIES	\$288.26
BILL PAY	3/22/2021	VERIZON	COMMUNICATIONS - CELLULAR	\$257.25
CK #3500	3/3/2021	SAM'S WAREHOUSE	CUSTODIAL SUPPLIES	\$246.68
24552	3/22/2021	CINTAS CORPORATION	SAFETY SUPPLIES	\$218.00
24540	3/8/2021	PIPESTONE	PARTS & HARDWARE	\$217.89
24538	3/8/2021	LIFT SOLUTIONS	GENERAL SERVICES	\$207.82
BILL PAY	3/1/2021	ELVINA AND YOUSAF LLC	FUELS - GASOLINE	\$181.43
BILL PAY	3/31/2021	ELVINA AND YOUSAF LLC	FUELS - GASOLINE	\$168.92
24535	3/8/2021	GALLEGOS SANITATION	TRASH REMOVAL	\$158.91
24525	3/1/2021	KYLER BLODGETT	CERTIFICATION REIMBURSEMENT	\$150.00
24529	3/8/2021	BRIAN BERMEJO	CERTIFICATION REIMBURSEMENT	\$150.00
24546	3/22/2021	GRAINGER, INC	PARTS & HARDWARE	\$142.88
24539	3/8/2021	NUGENT SUPPLY CO. INC.	PARTS & HARDWARE	\$139.88
CK #3501	3/25/2021	ALPHA GRAPHICS	TRUCK LOGOS	\$117.92
BILL PAY	3/18/2021	CENTURYLINK	COMMUNICATIONS - TELEPHONE	\$92.23
BILL PAY	3/8/2021	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	\$69.96
24534	3/8/2021	CORKAT DATA SOLUTIONS	COMPUTER EXPENSE	\$62.50
BILL PAY	3/22/2021	BES BUSINESS EQUIPMENT	OFFICE SUPPLIES	\$60.00
24544	3/8/2021	WELD COUNTY HEALTH DEPT	WATER QUALITY	\$56.00
24550	3/22/2021	WAGNER WELDING SUPPLY CO.	LABORATORY SUPPLIES	\$7.84
OPERATIONS TOTAL				\$137,704.46

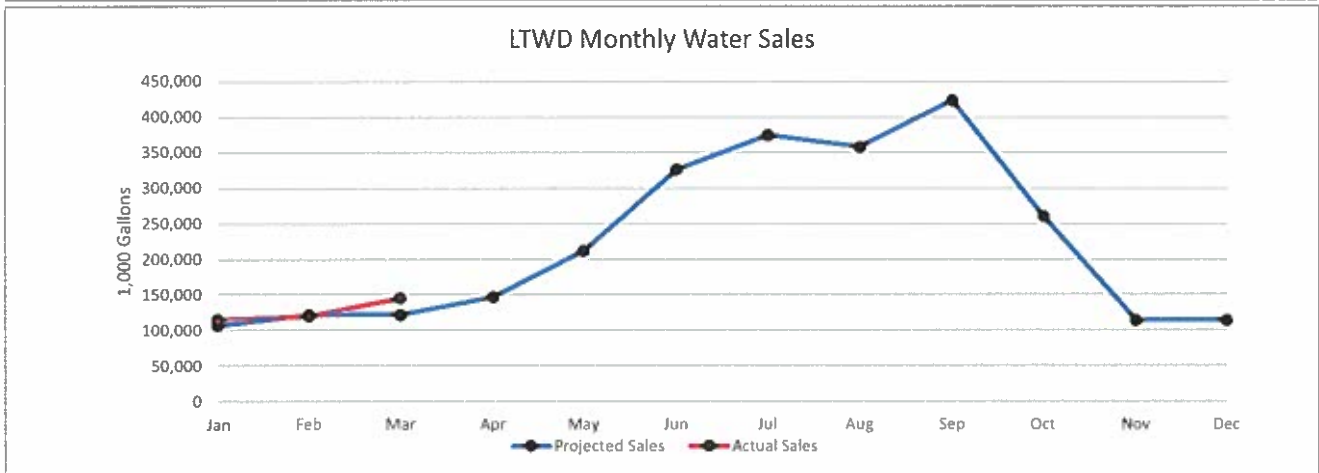
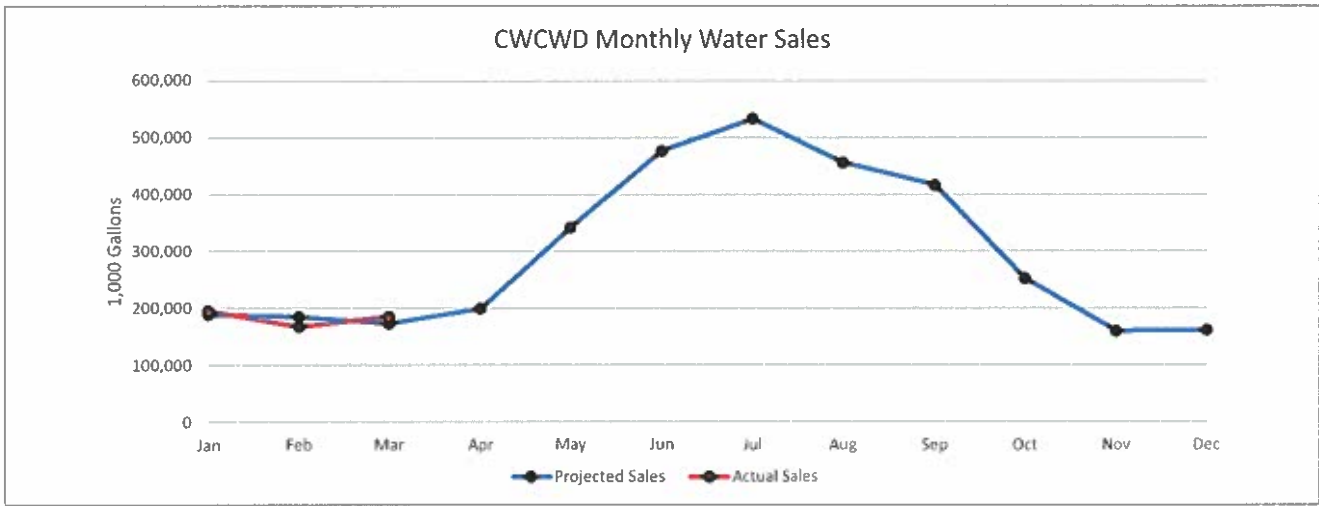
CARTER LAKE FILTER PLANT
Check Register
As of March 31, 2021

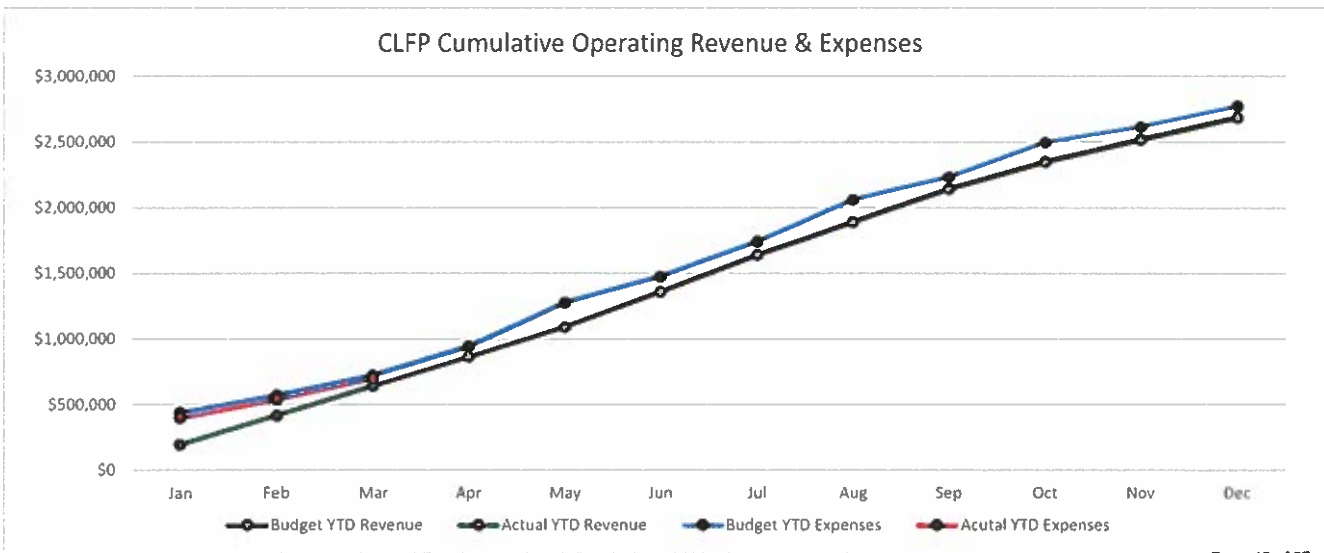
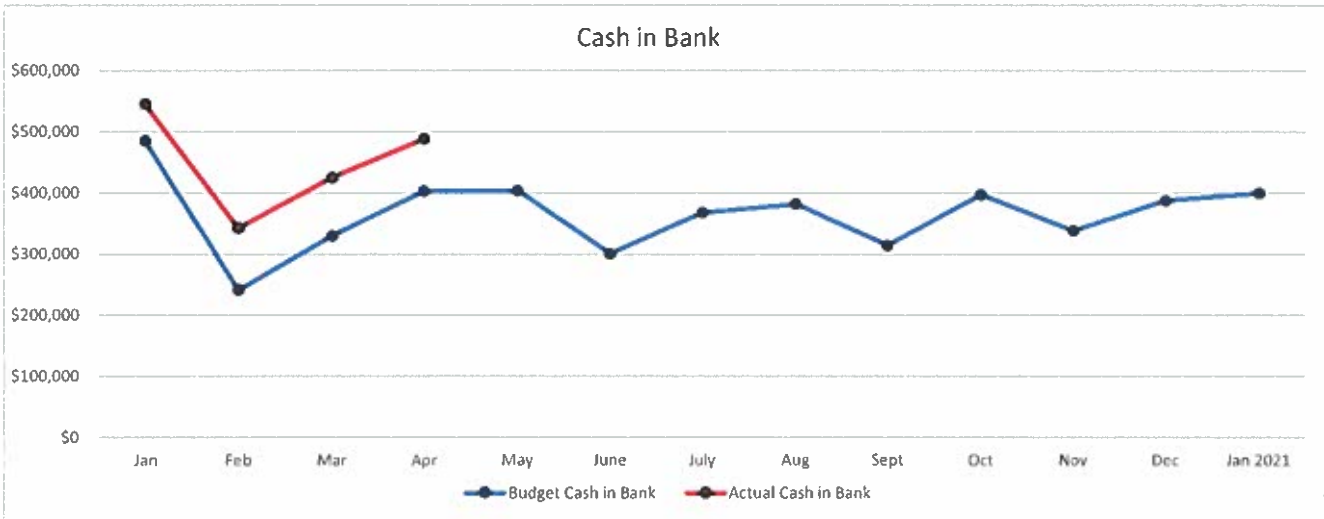
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	3/12/2021	DIRECT DEPOSIT	PAYROLL PERIOD 2/26/21-3/11/21	\$21,280.81
	3/26/2021	DIRECT DEPOSIT	PAYROLL PERIOD 3/12/21-3/25/21	\$21,541.20
DIRECT DEPOSIT	3/26/2021	LIND, ALBERT L	BOARD MEMBER REIMBURSEMENT	\$344.35
DIRECT DEPOSIT	3/26/2021	MARTENS, ED	BOARD MEMBER REIMBURSEMENT	\$153.95
24553	3/26/2021	STROHAUER, KATIE	BOARD MEMBER REIMBURSEMENT	\$129.31
DIRECT DEPOSIT	3/26/2021	MEINING, T. SCOTT	BOARD MEMBER REIMBURSEMENT	\$125.95
DIRECT DEPOSIT	3/26/2021	MCMURTREY, EMILY	BOARD MEMBER REIMBURSEMENT	\$94.70
DIRECT DEPOSIT	3/26/2021	BRANDENBURG, STEVEN	BOARD MEMBER REIMBURSEMENT	\$92.35
ACH PAYMENT	3/12/2021	FEDERAL PR TAX	PAYROLL TAXES	\$6,512.84
ACH PAYMENT	3/26/2021	FEDERAL PR TAX	PAYROLL TAXES	\$6,763.94
ACH PAYMENT	3/5/2021	COLORADO PR TAXES	PAYROLL TAXES	\$2,361.00
24527	3/4/2021	LINCOLN NATIONAL LIFE	457 CONTRIBUTION	\$3,033.63
<u>PAYROLL TOTAL</u>				<u>\$62,434.03</u>

Carter Lake Filter Plant Operations Fund Summary - 2020

Month	Water Sales (1,000 Gallons)		Dollars Billed		Expenses		Net Gain / Loss	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Jan	294,370	310,740	\$190,156	\$192,611	\$434,433	\$395,968	(\$244,277)	(\$203,357)
Feb	306,723	287,278	\$223,794	\$223,794	\$134,743	\$140,614	\$89,051	\$83,180
Mar	294,904	330,974	\$223,794	\$223,794	\$150,831	\$161,283	\$72,963	\$62,511
Apr	0	0	\$0	\$0	\$0	\$0	\$0	\$0
May	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Jun	0	0	\$0	\$0	\$0	\$0	\$0	\$0
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	895,996	928,992	\$637,743	\$640,199	\$720,007	\$697,865	(\$82,264)	(\$57,666)







Carter Lake Filter Plant Actual Usage and Billing - 2020

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	114,974	114,974	114,974	114,974	0	\$73,000.00	\$17,246.07	\$90,246.07	\$90,246.07
Feb	119,795	234,769	223,307	338,280	103,512	\$73,000.00	\$33,496.00	\$106,496.00	\$196,742.07
Mar	145,298	380,066	223,307	561,587	181,521	\$73,000.00	\$33,496.00	\$106,496.00	\$303,238.07
Apr	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
May	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Jun	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
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	380,066		561,587			\$219,000.00	\$84,238.07	\$303,238.07	

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	195,766	195,766	195,766	195,766	0	\$73,000.00	\$29,364.93	\$102,364.93	\$102,364.93
Feb	167,483	363,249	295,318	491,085	127,835	\$73,000.00	\$44,297.77	\$117,297.77	\$219,662.70
Mar	185,676	548,926	295,318	786,403	237,477	\$73,000.00	\$44,297.77	\$117,297.77	\$336,960.47
Apr	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
May	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Jun	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
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	548,926		786,403			\$219,000.00	\$117,960.47	\$336,960.47	



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 6

SUBJECT: Project Update

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: None, informational item.

7 MG Tank Structural Corrective Action: Tanco submitted a letter dated March 18, 2021 regarding repairs to the structure. The proposed repairs do not meet the previously approved design submittal. Josh has contracted a 3rd party engineer to evaluate the proposed repairs. This review process is expected to take 5-6 weeks (expect response by week of May 10th).

7 MG Tank Painting Operations: Painting is in-progress on the interior of the tank. We have some concerns with the quality of work being performed and its impact to the schedule.

A meeting is scheduled for April 10th to discuss the project issues with Connell and potential impacts to the schedule.

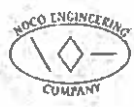
Filter 23: The replacement filter media and under-drains have been received. USA Construction is scheduled to begin repairs on the filter beginning the week of April 19th.

Received a response to the Bond Notice from North American Specialty Insurance Company.

Have scheduled conference call with the Bonding Agency and Mr. Spiegel on April 8th.

Pre-Treatment Project: I heard from both Stan and Amber that the recommendation of Burns & McDonnell for Design of the South Plant Pre-Treatment/Expansion Project made by the CLFP Board was supported. Work on the Notice of Award and contract are in-progress between myself and Mike Westbrook.

End of Report



Memorandum

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

Attn: Board of Directors
Date: April 9, 2021

Projects:

7.0 MG Storage Tank

- Received a response from TANCO on how they want to fix the structural issues on the tank.
- We have hired a third party Engineer to help with resolve the structural issues with the tanks. We should have a response is five weeks from now.
- They have started painting the interior of the tank.

Overall Schedule:

- Unknown at this time.



Filter 23

- See Rick's report for information on the meeting with Filter 23.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 7

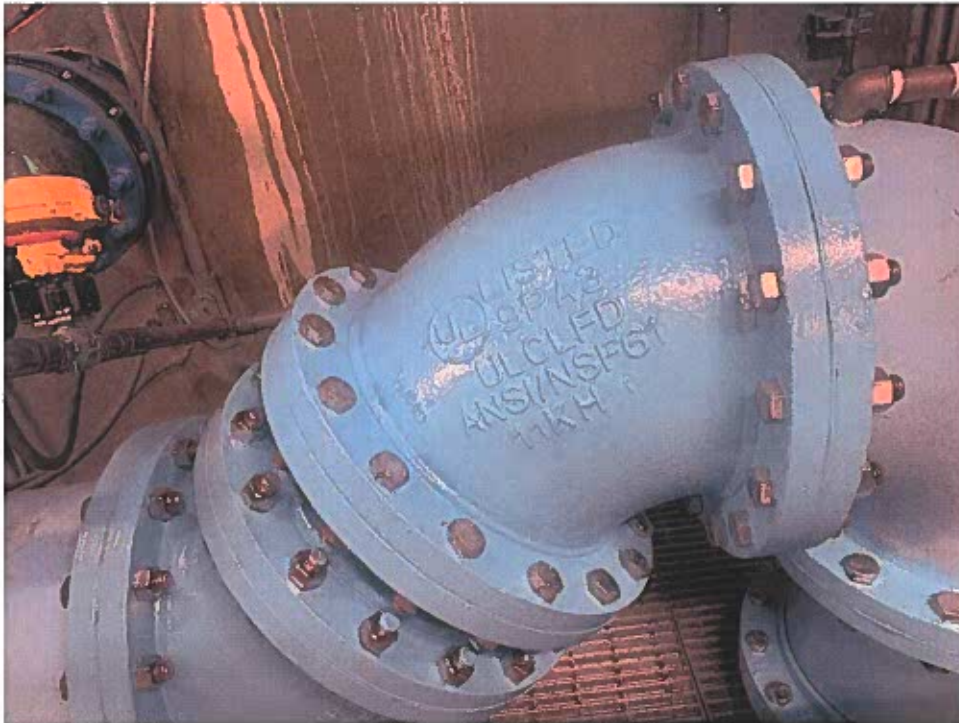
SUBJECT: March Operations and Maintenance Report

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

ACTION REQUEST: None, informational item.

North Plant

- Normal plant operations.
- The piping modifications made to Cell 6 have been completed. The air entrapment issues appear to be resolved. Cells 1-5 would also benefit from modification by allowing more accurate flow measurement and chemical dosing. We would like to complete this work next off-season.



- Second shipment of membrane modules arrived through customs April 3rd. Shipment to Plant expected soon. Installation of new modules will occur as soon as possible and will require overtime. (over)



Carter Lake Filter Plant

- During the upcoming module installation, an exact count of required modules to complete full installation in the Membrane Plant will be collected.
- Planned shutdown the week of April 19th for maintenance, which includes clearwell inspection, installing clearwell pump check valves and cleaning/inspecting the secondary clarifier.

South Plant

- Normal plant operations.
- Filter 23 remains out of service. All other filters and systems are ready for the season.

End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 8

SUBJECT: March Water Quality Report

STAFF: Justin Kane, Lead Operator

ACTION REQUEST: None, informational item.

CLFP Finished Water Quality Summary for March 2021						
All parameters were within acceptable limits						
Test Parameter	Units of Measure	CLFP Goal	Average of Results		Regulated Level (MCL)	# of Samples
Turbidity – North Plant	ntu	0.01	0.01		0.50	186
Turbidity – South Plant	ntu	< 0.10	0.04		1.0	142
Free Chlorine	mg/L	1.1 – 1.2	Avg.	Min.	0.2 – 4.0	186
			1.2	1.1		
pH	su	7.6	7.5		TT	62
Fluoride	mg/L	0.8	0.8		4.0	31
Chlorine Dioxide	mg/L	< 0.20	0.0		0.80	31
Chlorite	mg/L	< 0.50	0.29		1.0	31
Reactive Phosphate (PO ₄ ³⁻)	mg/L	0.2 – 0.3	0.2		n/a	62
Temperature	°F	n/a	40°		n/a	31
Total Organic Carbon	mg/L	< 2.0	1.9		TT	62

End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 9

SUBJECT: Manager's Report

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: Approval of addition of Project Manager Position

Safety Training

March's training session was concerning Lockout/Tagout procedures for pumps, motors, and other related equipment.

Coronavirus

We have not had any additional positive cases since the last report.

Employee Resignation

One of the employees notified me of their resignation in April. We will be looking for a replacement soon. One of the operators will make a shift change next week to cover.

Project Management for the Pre-Treatment Project: I think NEC is a solid choice to perform Owner's Representation and Project Management services for the project. In addition, I think the Plant would benefit from having a full-time project manager on staff. This would alleviate additional load placed on current staffing as it relates to projects and help keep us on schedule. A draft Job Description is attached on the next page for your consideration.

**CARTER LAKE FILTER
PLANT PRETREATMENT UPDATES**

Item No. 6D
March 18, 2021

BACKGROUND SUMMARY:

Notice of Award and contract are in progress with legal counsel for Burns & McDonnell for design of the South Plant Pre-Treatment/Expansion project.

NEC is a solid choice to perform Owner's Representation and Project Management service for the pretreatment project. Rick Whittet would like to hire a full time project manager on staff for the pretreatment project. It is thought this position would alleviate additional load placed on current staffing as it relates to projects and help keep the project on schedule. A draft job description is under review.

BOARD ACTION:

As appropriate by Board.

Carter Lake Filter Plant

Job Description – Project Manager

Date of Last Revision: April 9, 2021

Job Position

The Project Manager is responsible for planning, overseeing, and leading projects from conception to completion. The Project Manager reports to the Plant Manager. This is a full-time position with benefits.

Primary Duties and Responsibilities:

- Planning and defining scope of projects
- Activity and resource planning
- Developing schedules
- Developing budgets
- Creating charts
- Monitoring and reporting progress
- Managing risks and issues
- Quality control

Other Responsibilities:

- Trains other staff as required.

Minimum Qualifications:

Education: High School Diploma or GED required. Bachelor of Arts degree or equivalent professional experience in Project Management can be substituted, at the discretion of the Plant Manager.

Skills/Abilities: Effective leadership skills, scheduling, negotiating, critical thinking, cost control, coaching, task management, quality management, meeting management, and business communications are essential to the position.

Other Skills: Ability to use personal computers, ability to use word processing, spreadsheet, and email applications.

Certification: Class A Water Treatment license or Engineering license is desired.

Other: Must hold a valid Colorado Driver's License. Must be a United States citizen.

Carter Lake Filter Plant

Job Description – Project Manager

Work Schedule:

Generally, the Project Manager works Monday – Friday from 0800 – 1600.

Occasional overtime may be required.

Wages and Benefits:

Hiring range: \$75,000 – \$100,000 annually, dependent upon experience.

The Plant offers a competitive benefits package to regular full-time employees including Health Insurance, Paid Time Off, Paid Holidays, and a 457 Retirement Plan.

DRAFT

All new employees are placed on a probationary period of 90 days.

Date: _____

Applicant: _____

Signing of this form indicates the applicant has read and understands the job position which they are applying for.

TAP FEE AGREEMENTSItem No. 7A
April 15, 2021**BACKGROUND SUMMARY:**

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

	OWNER	TAP SIZE	LOCATION
1	Jim Meining	5/8"	CR 35/46 & 48
2	Michael Gutierrez	Budget 5/8"	Lot 137 Beebe Draw
3	New Expression Homes LLC	5/8"	Lot 134 Beebe Draw
4			
5			
6			
7			
8			
9			
10			

District taps sold in 2021:

	Budget	5/8"	3/4"	1"	1.5"	2"	4"		Budget	5/8"	3/4"	1"	1.5"	2"	4"
January	3	0	0	0	0	0	0	July							
February	2	0	0	0	0	0	0	August							
March	2	0	0	0	0	0	0	September							
April								October							
May								November							
June								December							
TOTAL	7	0	0	0	0	0	0	TOTAL							

The following taps have been purchased in the Towns for 2020:

TOWN TAPS	5/8"	3/4"	1"	1.5"	2"	3"
Dacono	2		1			
Firestone	63	1	2	1		
Frederick	107					
Kersey						
TOTAL	172	1	3	1		

BOARD ACTION SUGGESTED:

Approve Tap Fee Agreements.

EXECUTIVE SESSION

Item No. 7B
March 18, 2021

BACKGROUND SUMMARY:

Motion to go into Executive Session regarding §24-6-402(4)(a), C.R.S. concerning the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest.

BOARD ACTION:

Information Only.

CBT PURCHASE

Item No. 7C

April 15, 2021

BACKGROUND SUMMARY:

The District is purchasing 6 shares of CBT water for \$345,000 or \$57,500.00 per share. The NCWCD contract will need to be approved to then be approved by NCWCD in May.

BOARD ACTION SUGGESTED:

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

SUBMITTED BY: Stan Linker

7C

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

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

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is 6 acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Directors of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Directors of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1. If annual payment, as herein provided, is not made by due date, written notice thereof will be given by Northern Water to the Applicant at the following designated address:

2235 2nd Ave. Greeley, CO 80631

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


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

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

- 7. Applicant agrees to be bound by the provisions of the Water Conservancy Act of Colorado; by the Rules, Regulations, and Policies of the Board of Directors of Northern Water; and by the repayment contract of July 5, 1938, between said Northern Water and the United States and all amendments thereof and supplements thereto.
- 8. Applicant agrees, as condition of this contract, to enter into an "Operating Agreement" with Northern Water if and when the Board of said Northern Water finds and determines that such an agreement is required by reason of additional or special services requested by the Applicant and provided by Northern Water or by reason of the delivery or use of water by the Applicant for more than one of the classes of service which are defined in the Rules, Regulations, and Policies of the Board of Directors of said Northern Water. Said agreement may contain, but not be limited to, provision for water delivery at times or by means not provided within the terms of standard allotment contracts of Northern Water; additional annual monetary consideration for extension of Northern Water delivery services and for additional administration, operation and maintenance costs; or for other costs to Northern Water which may arise through services made available to the Applicant.
- 9. Applicant attaches hereto a true and correct copy of the Applicant's records authorizing the officers, whose names appear hereon, to make this application.
- 10.

CENTRAL WELD COUNTY WATER DISTRICT
(Name of Applicant)

ATTEST:



Stan Linker

District Manager

By: _____
James W. Park

President

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board, it is hereby ORDERED that the above application be granted and an allotment contract for 6 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

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

ATTEST: _____
Secretary

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

State of Colorado)
) ss.
 County of Weld)

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

1. The Central Weld County Water District, a governing body of a water activity enterprise (“Applicant”), has applied for a new allotment contract for **6 units** of water from the Colorado-Big Thompson (C-BT) Project (the “Allotment Contract”), which can only be obtained by approval of the Board of Directors of the Northern Colorado Water Conservancy District (Northern Water).
2. I am the District Manager of the Applicant.
3. In conjunction with the application for the Allotment Contract, I warrant and represent to Northern Water that the base water supplies currently owned, or permanently controlled, by the Applicant are as follows:

<u>Name</u>	<u>Amount Owned Shares or Acre Feet</u>	<u>Average Yield</u>	<u>Firm Yield</u>
<u>CBT</u>	<u>6074</u>	<u> </u>	<u> </u>
<u>Windy Gap</u>	<u>1</u>	<u> </u>	<u> </u>
<u>Greeley/Loveland</u>	<u>1/3</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

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

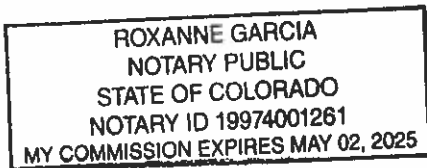
6. I understand that the approval of the Board of Directors of Northern Water of the application for the Allotment Contract may be rescinded if it is determined that one or more of my statements herein are materially false.




Stan Linker, District Manager

Sworn and affirmed under oath by Stan Linker, District Manager for Central Weld County Water District on March 29, 20 21.

My commission expires: 5/2/2025





Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

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

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

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

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

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

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

[Signature] James W. Park, President

[Signature]

[Signature]

NOTE: Signatures must be acknowledged in space provided below.

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

Subscribed and sworn to before me by _____

on _____, _____.

My commission expires: _____

(Seal)

Notary Public

DRYCREEK STORAGE AGREEMENT

Item No. 7D
April 15, 2021

BACKGROUND SUMMARY:

The District has been working on a lease agreement in order to store Windy Gap water in Dry Creek. Please review the attached agreements. More discussion will occur at the meeting.

BOARD ACTION:

Approve the Letter Agreement between CWCWD and LTWD.
Approve the Lease of Reservoir Storage Capacity and Carriage Capacity.

SUBMITTED BY: Stan Linker

7D

IF WAIVER WILL APPLY TO LEASES GENERALLY

William R. Szmyd, President of the Board of Directors
Little Thompson Water District
835 E. Highway 56
Berthoud, CO 80513

Dear Mr. Szmyd:

RE: Letter Agreement concerning Leases of the CWCWD's Storage Capacity in Dry Creek Reservoir

The CWCWD is contemplating one or more leases of portions of its storage capacity in Dry Creek Reservoir, including a lease of 2000 acre feet of CWCWD's capacity to the Town of Frederick. Pursuant to paragraph 3.01.07 of the Joint Facilities Ownership Agreement for the Dry Creek Reservoir between the LTWD and the CWCWD dated January 1, 2008, if one party desires assign or transfer of all or any part of that agreement or the property subject to that agreement to a third party, then that party must obtain the written consent of the other party. A similar requirement is included at paragraph 2.01.07 of the Joint Facilities Operating Agreement of the same date. In addition, pursuant to paragraph 2.06.01 of the Joint Facilities Ownership Agreement, either party has a right of first refusal upon the proposed transfer of the other party's interest in the Dry Creek Reservoir property ("ROFR"). The Joint Facilities Ownership Agreement and the Joint Facilities Operating Agreement are collectively referred to hereinafter as the "2008 agreements."

The proposed leases of CWCWD's capacity in the reservoir would allow the lessee's water to be delivered from Carter Lake into storage in the reservoir, and delivery of the stored water to the CLFP. Operation of the reservoir would remain the same. The leases would be subject to the 2008 agreements, and the CWCWD would remain responsible for, and would not assign or transfer, any and all of the obligations on the CWCWD pursuant to the 2008 agreements.

The CWCWD requests that the LTWD countersign this letter agreement to affirm LTWD's consent to the aforementioned leases pursuant to the 2008 agreements, and to waive its ROFR with respect to any such leases. The consent and waiver provided for herein do not apply to any leases that do not meet the aforementioned criteria, and do not apply to any assignments or transfers other than the aforementioned leases.

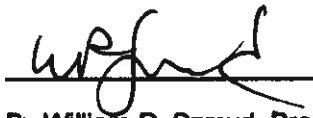
Sincerely,

Central Weld County Water District

By: _____, President of the Board of Directors

By countersigning this letter agreement, the LTWD is providing its written consent pursuant to the 2008 agreements to the aforementioned proposed leases of the CWCWD's capacity in Dry Creek Reservoir and waiving its ROFR pursuant to the Joint Facilities Ownership Agreement with respect to the proposed leases. The consent and waiver shall only be effective for leases of the CWCWD's capacity as long as the leases remain subject to the 2008 agreements, including without limitation, the CWCWD shall not assign and must remain responsible for all of its obligations pursuant to the 2008 agreements.

Little Thompson Water District

A handwritten signature in black ink, appearing to read 'W. Szmyd', is written over a horizontal line.

By William R. Szmyd, President of the Board of Directors

LEASE OF RESERVOIR STORAGE CAPACITY AND CARRIAGE CAPACITY

THIS LEASE OF RESERVOIR STORAGE CAPACITY AND CARRIAGE CAPACITY (“Lease”) is executed on the _____ day of _____, 2021 (“Execution Date”), by and between the TOWN OF FREDERICK, a Colorado statutory town (“Lessee”), and the CENTRAL WELD COUNTY WATER DISTRICT (“Lessor”), a Colorado special district pursuant to Title 32, C.R.S. (each a “Party” and collectively the “Parties”).

Recitals

WHEREAS, Lessor owns the following: a 50% interest in the land underlying the Dry Creek Reservoir located in Larimer County (“the Reservoir”); a 50% interest in storage capacity in the Reservoir (“Lessor’s Capacity”); and a 50% interest in the Dry Creek Reservoir Water Line and related facilities necessary to deliver water into and out of Lessor’s Capacity (collectively “Appurtenant Facilities”);

WHEREAS, Lessor’s interest in the Appurtenant Facilities includes the right to use the Appurtenant Facilities to deliver water from Carter Lake into Lessor’s Capacity, and to deliver the stored water out of Lessor’s Capacity to the Carter Lake Filter Plant (“CLFP”), all as described in the Joint Facilities Ownership Agreement and the Joint Facilities Operating Agreement between Lessor and Little Thompson Water District, both of which agreements are dated January 1, 2008 (“2008 Agreements”), and in the contract entered into by Lessor and Little Thompson Water District to create the CLFP water authority (“CLFP Contract”);

WHEREAS, as required by the 2008 Agreements, Little Thompson Water District has given its consent to this Lease, a copy of which consent is attached hereto as EXHIBIT A;

WHEREAS, the Reservoir currently has an estimated active storage capacity of 10,000 acre feet, and, therefore, Lessor’s Capacity as of the date of this Lease is approximately 5,000 acre feet of the active capacity in the Reservoir;

WHEREAS, Lessee desires to store in the Reservoir fully consumable water attributable to Lessee’s interests in Northern Colorado Water Conservancy District’s (“Northern”) Windy Gap Reservoir project (“Windy Gap Project”) and Colorado-Big Thompson

project ("C-BT"), as well as any other water under Lessee's ownership or control (collectively, "Lessee's Water");

WHEREAS, Lessee desires to lease 2,000 acre feet of Lessor's Capacity ("Leased Storage"), together with a pro-rata portion of Lessor's interest in the Appurtenant Facilities (collectively, "Leased Capacity"), for the purpose of storing Lessee's Water in the Leased Storage and delivering that water from the Reservoir to the CLFP using the Appurtenant Facilities; and

WHEREAS, as used in this Lease, the term "pro rata" or "pro rata interest" means the ratio of the Leased Storage to Lessor's Capacity (e.g., pro rata will be equal to 40% based on the ratio of 2000 acre feet / 5000 acre feet unless and until the Leased Storage or Lessor's Capacity is modified in the future).

NOW, THEREFORE, for and in consideration of the conditions, covenants, stipulations and agreements herein contained, and other good and valuable consideration described herein, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee hereby covenant, stipulate and agree as follows:

1. **INCORPORATION OF RECITALS.** The Recitals are part and parcel of this Lease, and are fully incorporated herein.
2. **LEASE OF LEASED CAPACITY.** Lessor agrees to lease to Lessee and Lessee agrees to Lease from Lessor the Leased Capacity upon the terms and conditions herein.
3. **TERM.** The initial term of this Lease is 20 years from the Effective Date.
 - 3.1. The Effective Date is the earlier of (i) the date on which Lessee gives Lessor written notice of Lessee's intent to begin storing water under this Lease; or (ii) thirty-five days following the conclusion of the "Diligence Period" as that term is defined in paragraph 7.1 below. Between the Execution Date and the Effective Date, Lessor shall not lease, transfer, or convey the Leased Capacity to a third party.
 - 3.2. Upon expiration of the initial term, the Lease shall be renewed automatically for up to 2 additional 10-year terms, unless either Party provides notice to terminate the Lease 36 months prior to the end of a term.

- 3.3. Any hold-over use of the Leased Capacity by Lessee beyond the 2 additional terms shall be month-to-month and shall not create an additional 10-year term, unless agreed to in writing by the Parties.
- 3.4. A "Lease Year" hereunder is each annual period that begins on the month and day of the Effective Date.
4. **LEASE PRICE.** Lessee shall pay Lessor for use of the Leased Capacity in good funds annually ("Lease Payment"). Lessee shall make the Lease Payment for the first Lease Year on the Effective Date and shall make Lease Payments for subsequent Lease Years annually on the anniversary of the Effective Date. The Lease Payments are exclusive of certain costs described in paragraphs 9-11 below.
 - 4.1. The Lease Payments shall be phased as follows:
 - 4.1.1. The first Lease Payment shall be \$300,000, which represents \$150 per acre-foot of Leased Capacity.
 - 4.1.2. The second Lease Payment shall be \$600,000, which represents \$300 per acre-foot of Leased Capacity, adjusted as described in paragraph 4.2 below.
 - 4.1.3. The third Lease Payment shall be \$900,000, which represents \$450 per acre-foot of Leased Capacity, adjusted as described in paragraph 4.2 below.
 - 4.1.4. Each Lease Payment following the third Lease Payment shall be \$900,000, adjusted as described in paragraphs 4.2 and 4.3 below.
 - 4.2. Subject to the terms of paragraph 4.3.3 below, Lease Payments following the first Lease Payment shall be adjusted for inflation using the All Urban Consumers Price Index (CPI-U) for the Denver-Boulder-Greeley combined metropolitan statistical area, or if that CPI-U is no longer available, a similar index agreed to by both Parties in writing.
 - 4.3. The Lease Payment in 2026 and in every fifth year thereafter (i.e., 2031, 2036, etc.) may be adjusted at the request of either Party, using as comparables the per-acre-foot price to lease storage located between Commerce City and Greeley, with preference given to comparable reservoirs that store or are capable of storing Windy Gap Project water.

- 4.3.1. Notice of any request to adjust the Lease Payment shall be provided to the other Party at least 6 months prior to the due date for the Lease Payment sought to be adjusted.
- 4.3.2. The analysis of comparables will be performed by a mutually agreeable, qualified third party with expertise in such matters that is not employed or retained by either Party ("expert"), with the Parties splitting equally the cost of the expert. If the Parties are not able to agree upon an expert, then the Parties at their own cost shall each choose their own expert to perform the analysis. If the Lease Payment amounts determined by each Party's expert are within 10%, then an average of the two experts' Lease Payment determinations shall be used. If the values differ by more than 10%, then the two experts shall appoint a third expert, who shall determine the Lease Payment amount within the range of amounts initially determined by the Parties' chosen experts. The costs of the third expert shall be split equally by the Parties.
- 4.3.3. Adjustments for inflation shall not be made in the year in which an adjusted Lease Payment goes into effect, but shall be made in subsequent Lease Years until the next adjustment, if any, is made.

5. REDUCTION IN LEASED CAPACITY AND ASSOCIATED IMPACT ON LEASE PAYMENT.

- 5.1. If Lessor's Capacity is reduced for any reason, including without limitation legal or physical restrictions on storage in the Reservoir, then Lessor may reduce the Leased Storage to no less than Lessee's pro rata interest in the available Lessor's Capacity. For example, if Lessor's Capacity is reduced by half to 2500 acre feet, then Lessor could reduce the Leased Storage to no less than 1000 acre feet.
- 5.2. If Lessor reduces the Leased Storage in accordance with this term after Lessee already has made the Lease Payment for that Lease Year, Lessor shall refund to Lessee in good funds, within 14 days of Lessor's notice to Lessee of such reduction, that portion of the Lease Payment attributable to the reduction in the Leased Storage, at the per-acre-foot Lease Payment rate then in effect. For instance, if the Leased Storage in the first Lease Year is reduced

by 400 acre feet for 50% of the Lease Year, Lessor shall refund \$30,000 to Lessee (400 x \$150 x .5).

- 5.3. If Lessor reduces the Leased Storage in accordance with this term before Lessee has made the Lease Payment for the relevant Lease Year, the Lease Payment for that Lease Year will be reduced by the amount determined as the volume of the reduction multiplied by the per-acre-foot Lease Payment rate then in effect.
- 5.4. If the Leased Storage is reduced to 1600 acre feet or less for more than twelve months, Lessee may terminate the Lease in its sole discretion and upon notice to Lessor. In that event, the Parties will have no further rights or obligations hereunder.
- 5.5. If the Leased Storage becomes unavailable for Lessee's intended use of storing Lessee's Water, including without limitation as a result of legal restrictions on such use, Lessee may terminate the Lease in its sole discretion and upon notice to Lessor. In that event, the Parties will have no further rights or obligations hereunder.

6. SUBLEASE OF LEASED CAPACITY. In any year in which Lessee does not intend or is unable to use its full Leased Capacity hereunder, Lessee may sublease a portion of the Leased Capacity to a third party, subject to the following terms and conditions.

- 6.1. Lessee may sublease a portion of the Leased Capacity to Lessor's current or future wholesale customers with Lessor's prior written approval, which approval Lessor shall not unreasonably withhold. Lessor's current wholesale customers include Dacono, Firestone, Milliken, Kersey, LaSalle, Gilcrest, Platteville, and Aristocrat Ranchettes.
- 6.2. Any sublessee shall be bound by the terms and conditions of this Lease pertaining to Lessee's use of the Leased Capacity, including without limitation the requirement that the Little Thompson Water District consent to the proposed sublease. The sublessee's stored water shall be delivered out of the Reservoir in the same manner as Lessee's stored water. Lessee shall remain responsible for paying in full the Lease Payments and the other costs provided for in paragraphs 9 and 11 below for the entire Leased Capacity.

7. DILIGENCE REVIEW.

- 7.1. For the period beginning on the Execution Date and running for 42 days thereafter (“Diligence Period”), Lessee shall conduct whatever diligence investigations Lessee deems necessary in connection with this Lease (“Diligence Review”).
- 7.2. During the Diligence Period, Lessee may have reasonable access to the Reservoir and the Appurtenant Facilities for the purpose of conducting due diligence inspections; provided, however, that in exercising such access, Lessee shall not unreasonably interfere with Lessor’s use and enjoyment of the Reservoir and the Appurtenant Facilities.
- 7.3. During the Diligence Period, and upon notice to Lessor, Lessee may terminate this Lease for any reason in Lessee’s sole discretion. In that event, the Parties will have no further rights or obligations hereunder.
- 7.4. During the Diligence Period, Lessee may give notice to Lessor of Lessee’s objection to any element of the Leased Capacity (“Diligence Objection”), including without limitation objections to Lessor’s entitlement to lease the Leased Capacity and previously undisclosed or unknown physical or legal restrictions on Lessee’s use of the Leased Capacity. Lessor shall respond to any Diligence Objection in writing within 7 days of receipt of such objection, and shall include in such response Lessor’s proposed cure, if any (“Diligence Response”). Within 7 days of receipt of any Diligence Response or within 7 days of the deadline for such Diligence Response, whichever is earlier, Lessee shall take one of the following actions: (i) accept Lessor’s proposed cure, if any, and give Lessor notice of satisfactory completion of the Diligence Review (“Diligence Completion Notice”); or (ii) waive any unresolved objections and deliver the Diligence Completion Notice to Lessor; or (iii) terminate this Lease, in which case the Parties will have no further rights or obligations hereunder; or (iv) seek an amendment to this Lease to provide for an extension in the Diligence Period to allow the Parties time to address unresolved objections.
- 7.5. After delivering the Diligence Completion Notice to Lessor, Lessee may terminate this Lease before the Effective Date solely for the reason given in paragraph 5.5 above.

8. **APPROPRIATIONS OF FUNDS.** No part of this Lease shall be construed as creating a "multiple fiscal year obligation" as that term is defined by Article X, Section 20 of the Colorado Constitution. This Lease may be terminated, without penalty, by a Party affirmatively declaring that it will not appropriate sufficient funds for the upcoming year. Notice of termination due to non-appropriation shall be provided no later than December 1, and shall be effective at the end of the fiscal year in which such notice was provided. If a Party fails to appropriate sufficient funds but does not terminate the Lease, then the other Party may terminate the Lease without penalty to the Party that failed to make the appropriation.
9. **OBLIGATIONS FOR AND COSTS OF RESERVOIR OPERATIONS AND ROUTINE MAINTENANCE.** Lessor and Little Thompson Water District have delegated to CLFP the obligation to operate, maintain, and repair the Reservoir and the Appurtenant Facilities. Lessor shall cause CLFP to operate, maintain, and repair the Reservoir and the Appurtenant Facilities so as to ensure the Reservoir's and the Appurtenant Facilities' continued functionality at or better than historical levels, including without limitation causing CLFP to perform all maintenance, repairs, and preventative measures required to maintain the Reservoir and the Appurtenant Facilities in good working order; and further including causing CLFP to perform all reading and operation of gauges, meters, valves, and gates.
 - 9.1. Lessee shall be responsible for reimbursing Lessor for Lessee's pro rata share of Lessor's actual operations costs (not including power costs) and routine maintenance costs attributable to Lessor's interest in the Reservoir and Appurtenant Facilities (collectively, "Lessee's O&M Costs").
 - 9.2. Lessee's O&M Costs do not include costs for repairs or improvements to the Reservoir, regardless of the entity that incurs such costs.
 - 9.3. Lessee's O&M Costs will be determined by multiplying Lessee's pro rata interest by the actual out-of-pocket costs to Lessor for operation and routine maintenance of Lessor's interest in the Reservoir and Appurtenant Facilities in a given Lease Year.
 - 9.4. Lessee's portion of the costs for power to pump Lessee's water out of the Reservoir is part of Lessee's O&M Costs, but will be determined separately based on the documented aggregate pumping cost for all pumping from the

Reservoir multiplied by the ratio of the actual amount of water pumped from the Reservoir on Lessee's behalf to the total amount of all water pumped from the Reservoir from all Reservoir accounts.

9.5. Lessor shall provide Lessee with a bill and the invoices related to Lessee's O&M Costs. Lessee shall pay Lessee's O&M Costs within 30 days of receipt of the bill.

9.6. Lessee's O&M Costs are exclusive of and in addition to the Lease Payment.

10. **COSTS OF THIS LEASE.** Each of the Parties shall be solely responsible for and shall pay all of its respective expenses in preparing and negotiating this Lease, including legal fees, accounting fees, brokerage commissions, finder's fees or other similar fees incurred in connection with this Lease unless specifically excepted herein.

11. **COSTS, APPROVALS, AND NOTIFICATIONS ASSOCIATED WITH NORTHERN.** Lessee is responsible for obtaining any and all approvals from Northern and other governmental agencies necessary for Lessee's use of the Leased Capacity, and is responsible for any associated costs. Lessor will cooperate with Lessee in such efforts. Lessee shall be responsible for notifying Northern and Lessor of any and all Windy Gap and C-BT water allocations and deliveries into Carter Lake on Lessee's behalf.

12. **DELIVERY OF STORED WATER TO CLFP.**

12.1. **CLFP Limits.** The delivery of Lessee's water from Leased Storage to the CLFP is subject to agreements between CLFP, Little Thompson Water District, and Lessor for operation of the CLFP, and is subject to other physical and legal limitations imposed by the CLFP. Currently, physical limits include limits on pumping capacity at the Dry Creek pumping station of a minimum of 2 MGD and a maximum of 7 MGD, and seasonal limits on deliveries of water from the Reservoir when needed to meet Primary and Secondary Drinking Water Standards.

12.2. **Delivery Capacity.** At times when demand for capacity to deliver water from the Leased Storage to the CLFP exceeds delivery capacity, Lessee shall be entitled to a pro rata portion of the delivery capacity available to Lessor. To the extent that treatment capacity materially limits Lessee's delivery of its

stored water to the CLFP, then Lessee may terminate this Lease, in which case the Parties will have no further rights or obligations hereunder.

12.3. **1988 Agreement.** Treatment at the CLFP of Lessee's stored water delivered from the Leased Storage and delivery of finished water from the CLFP to Lessee will occur pursuant to the Agreement Between Frederick and Central Weld County Water District Concerning Domestic Potable Water Service, dated October 20, 1988 ("1988 Agreement"). This Lease does not modify that Agreement or guarantee any particular level or rate of treatment of the stored water. Deliveries of Lessee's water from the Reservoir shall count towards the raw water requirements of paragraph 6 of the 1988 Agreement.

12.4. **Annual Projection.** For planning purposes, on or before September 15 every year this Lease is in effect, Lessee shall deliver to Lessor a projection showing the amounts, types, and location(s) of the raw water Lessee intends to transfer to Lessor to meet the requirements of paragraph 6 of the 1988 Agreement, including any amounts Lessee intends to deliver out of the Leased Storage. Lessee may modify its projection in good faith, at its discretion, at any time during the year after providing Lessor written notice of the modification.

13. SEEPAGE, EVAPORATION AND ACCOUNTING.

13.1. Reservoir seepage and evaporation losses will be allocated proportionally among the individual storage accounts in the Reservoir based on the water actually stored in each such account.

13.2. The Parties will work cooperatively to develop appropriate accounting acceptable to the State and Division Engineers and Northern.

13.3. On a daily basis, Lessor shall record the volume of water delivered to the Leased Storage, residing in the Leased Storage, and pumped out of the Leased Storage. Lessor shall deliver the record of such daily accounting to Lessee no less frequently than monthly.

14. LESSOR'S RIGHT OF FIRST REFUSAL. If Lessee receives and has decided to accept a bona fide offer from a third party for lease of any portion of Lessee's Windy Gap or C-BT water that is not then needed for Lessee's own use, then Lessor shall have a right of first refusal to lease that water at the same price per acre foot and on all other

terms provided in such bona fide offer (“Lessor’s ROFR”); provided, however, that Lessor’s ROFR with respect to Lessee’s C-BT water is subordinate to the existing right of first refusal held by Platte River Power Authority (“PRPA”) with respect to Lessee’s C-BT water until the date on which the Windy Gap Firming Project becomes operational or October 31, 2025, whichever occurs first.

14.1. No later than February 1 of each year in which this Lease remains in effect, Lessor and Lessee shall meet to discuss in good faith Lessor’s anticipated needs and the likelihood of Lessor exercising Lessor’s ROFR if the opportunity arises, including the likely amounts that Lessor may lease if Lessor’s ROFR is triggered.

14.2. Lessee shall give notice to Lessor of any bona fide offer for which PRPA has not exercised its right of first refusal, describing in such notice the amount of water, type of water, and lease rate that are the subject of such offer (“ROFR Lease Notice”).

14.3. Upon receipt of any ROFR Lease Notice, Lessor shall have up to 7 days to exercise Lessor’s ROFR. If Lessor does not give Lessee notice of exercise of Lessor’s ROFR within that period, Lessor will be deemed to have waived Lessor’s ROFR with respect to that bona fide offer.

14.4. Upon any exercise of Lessor’s ROFR, Lessee and Lessor shall enter into a separate lease agreement providing for Lessor’s first use of the water described in the ROFR Lease Notice, and for Lessee’s right to recapture and place to re-use and subsequent use any return flows from Lessor’s first use of Lessee’s Windy Gap water.

15. **RESTRICTIONS ON USE OF LEASED CAPACITY.** This Lease allows Lessee to deliver water into the Leased Storage, store water in the Leased Storage, and deliver stored water out of the Leased Storage to the CLFP or a replacement water treatment facility solely in accordance with the terms and conditions of this Lease. Lessee shall not apply for any new conditional water rights for the Reservoir. This Lease does not provide Lessee any other right to use the Reservoir, the Leased Storage, the Appurtenant Facilities, and the associated properties on which the Reservoir and the Appurtenant Facilities are located, including without limitation any recreational use of the Reservoir or said properties.

16. **SUITABILITY OF RESERVOIR FOR USE BY LESSEE.** Lessor does not warrant the condition or suitability of the Reservoir for Lessee's purposes. Subject to the terms of paragraphs 5 and 7 above and Lessee's satisfactory completion of the Diligence Review, Lessee accepts the Leased Capacity "as is."
17. **STORED WATER UPON TERMINATION.** If this Lease is terminated for any reason in accordance with its terms, Lessee shall vacate its water from the Leased Storage within 60 days of such termination by release, book over to another tenant of the Reservoir, or otherwise. Lessee shall pay for any such storage after the termination date at the then-applicable annual rate, which annual amount shall be prorated for the number of days between termination and the date the water is vacated from the Reservoir. Any water remaining in the Leased Capacity after that 60-day period will be forfeited by Lessee and deemed transferred to Lessor.
18. **LEASE SUBJECT TO APPLICABLE LAWS, DECREES, AND AGREEMENTS.** This Lease and Lessee's use of the Leased Capacity are subject to any and all applicable statutes, case law, and other laws and regulations; Water Court decrees, stipulations, and other agreements concerning the Windy Gap Project and C-BT Project; and rules, regulations, policies, and approval of Northern. If such a law, regulation, or lack of approval from Northern prevents or restricts Lessee's use of the Leased Capacity, Lessee may terminate this Lease upon notice to Lessor, and in that event the Parties will have no further rights or obligations hereunder.
19. **FORCE MAJEURE.** Each Party shall be excused from performance under this Lease while and to the extent that it is unable to perform for any cause beyond its reasonable control, except that Lessee's payment obligations hereunder shall not be delayed or excused by reason of force majeure. Such causes beyond the Parties' control include but are not restricted to fire, drought, storm, flood, earthquake, explosion, war, labor disputes, total or partial failure of transportation or delivery facilities, shortage of labor, raw materials or supplies, interruption of utilities or power, and any act of government or military authority, including reductions in Leased Capacity due to administrative order of the State Engineer or physical damage to the Reservoir. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Lease then the Party affected by force majeure shall give written notice with explanation to the other Party

immediately. Following such notice, the affected obligations of the Party giving notice shall be suspended for no longer than 30 days; provided, however, if a force majeure cause extends beyond 30 days, the obligations of both Parties under this Lease shall cease until such time as the force majeure cause has ended.

20. REPRESENTATIONS AND WARRANTIES.

20.1. Lessor's representations and warranties. Lessor represents and warrants to Lessee as follows:

20.1.1 As of the Execution Date and as of the Effective Date, execution and performance of this Lease will not violate any agreement, obligation, permit, or order by which Lessor is bound, nor give rise to any claim by any third party.

20.1.2 As of the Execution Date and as of the Effective Date, Lessor has full right, power, and authority to perform its obligations hereunder.

20.1.3 As of the Execution Date, the undersigned is duly authorized to bind Lessor to the terms of this Lease.

20.1.4 As of the Execution Date and as of the Effective Date, Lessor has no knowledge of any pending action or claim and has no knowledge of facts that might give rise to any action or claim affecting ownership or use of or vested rights with respect to Lessor's Capacity, the Reservoir, or the Appurtenant Facilities.

20.1.5 As of the Execution Date and as of the Effective Date, Lessor has good and undisputed title to Lessor's Capacity and to a proportional share of the Appurtenant Facilities.

20.1.6 As of the Execution Date and as of the Effective Date, Lessor has available 2,000 acre feet of usable storage within Lessor's Capacity to lease to Lessee; provided, however, that Lessor neither represents nor warrants that Lessee's Water may be legally stored in the Leased Storage.

20.1.7 As of the Execution Date and as of the Effective Date, Lessor has the right to use, and to allow Lessee to use hereunder, existing infrastructure capable of delivering Lessee's Water into the Reservoir and releasing Lessee's Water from the Reservoir.

20.1.8 As of the Execution Date and as of the Effective Date, Lessor has no knowledge of unmet environmental remediation or reclamation requirements associated with the Reservoir or the Appurtenant Facilities.

20.1.9 As of the Execution Date and as of the Effective Date, there are no liens or encumbrances on Lessor's Capacity, the Reservoir, or the Appurtenant Facilities.

20.2. Lessee's representations and warranties. Lessee represents and warrants to Lessor as follows:

20.2.1 As of the Execution Date and as of the Effective Date, execution and performance of this Lease will not violate any agreement, obligation, permit, or order by which Lessee is bound, nor give rise to any claim by any third party.

20.2.2 As of the Execution Date and as of the Effective Date, Lessee has full right, power, and authority to perform its obligations hereunder.

20.2.3 As of the Execution Date, the undersigned is duly authorized to bind Lessee to the terms of this Lease.

20.3 Sole remedy for breach of representations and warranties. The Parties agree that their sole remedy for any breach of a representation or warranty under this paragraph 20 will be to terminate this Lease, in which case the Parties will have no further rights or obligations hereunder.

21. ENFORCEMENT. The Parties agree that in the event of any breach of a material term of this Lease which is not cured within 28 days of the non-breaching Party's written notice of such breach, this Lease may be terminated by the non-breaching Party, in which case the Parties will have no further rights or obligations hereunder; or the Lease may be enforced at law or in equity for specific performance, injunctive relief, or other appropriate relief, including damages as may be available according to the laws of the State of Colorado.

21.1. **Waiver of Right to Jury Trial.** The Parties waive the right to jury trial in any action to enforce this Lease.

22. **NOTICES.** Whenever notice or consent is required to be given hereunder, it shall be in writing and both (i) emailed and (ii) either mailed by registered or certified mail, return receipt requested, or hand-delivered to the Party entitled thereto, as follows:

If to Lessor:

Central Weld County Water District
Stan Linker, General Manager
2235 2nd Avenue
Greeley, CO 80631
Stan@cwcbd.com

If to Lessee:

Town of Frederick
Kevin Ash, Engineering Director
PO Box 435
401 Locust Street
Frederick, CO 80530
KAsh@frederickco.gov

With a copy to

Jennifer M. DiLalla
Moses, Wittemyer, Harrison and Woodruff, P.C.
2595 Canyon Blvd., Suite 300
Boulder, CO 80302
jdlalla@mwhw.com

The names and addresses given above may be modified by written notice to the other Party.

23. **WAIVER OF BREACH.** Waiver of breach of any of the provisions of this Lease by either Party shall not constitute a continuing waiver of any subsequent breach by said Party of either the same or any other provision of this Lease.
24. **GOVERNING LAW.** This Lease shall be governed by the laws of the State of Colorado. Venue for any dispute pursuant to this Lease shall be the District Court for Weld County, Colorado.
25. **NO CONSTRUCTION AGAINST DRAFTER.** The Parties agree that they mutually drafted this Lease and that the legal doctrine of construction against the drafter will not be applied should any dispute arise concerning this Lease.
26. **NO WAIVER OF IMMUNITY.** Except and to the extent otherwise provided herein, nothing in this Lease is to be deemed or construed as a waiver of any of the privileges and immunities that may be provided to the Parties under the statutes and Constitution of the State of Colorado, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as amended ("CGIA"). Likewise, nothing in this Lease is to be deemed or construed as a waiver of any allegation or argument that the CGIA does not apply to claims or defenses related to this Lease.

27. **ADDITIONAL DOCUMENTS OR ACTION.** The Parties agree to execute any additional documents and to take any additional action necessary to carry out this Lease.
28. **ENTIRE AGREEMENT.** This Lease contains the final and entire agreement between the Parties with respect to the subject matter hereof, and is intended to be an integration of all prior understandings. The Parties shall not be bound by any terms, conditions, statements, or representations not contained herein. No modification of this Lease shall be valid unless the same is in writing and signed by the Parties.
29. **EXECUTION IN COUNTERPARTS.** This Lease may be executed in counterparts and all such executed counterparts shall together constitute this Lease. A legible electronic scan of the original in .pdf format shall be deemed an original. Such electronic scans of signatures transmitted by email shall be legal and binding for all purposes.
30. **SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, administrators, successors and assigns. Subject to the additional terms and conditions in paragraphs 30.1 through 30.4 below, the Parties are entitled to assign their rights under this Lease, in whole or in part, to a third party.
 - 30.1. Any agreement for assignment must be in writing and must include the assignee's express assumption of the assigning Party's corresponding obligations under this Lease.
 - 30.2. Lessee may assign its rights under this Lease, in whole or in part, only to a current or future wholesale customer of Lessor that also purchases 100 or more of the C-BT units or 1 or more of the Windy Gap Project units owned by Lessee as of the Execution Date, with the Leased Capacity assigned not to exceed 100 acre feet per 100 C-BT units or 1 Windy Gap unit so purchased.
 - 30.3. Any assignment and use of the assigned Leased Capacity must comply with the CLFP Contract and the 2008 Agreements, including without limitation obtaining consent of the Little Thompson Water District to the assignment.
 - 30.4. No later than 14 days before executing any such assignment and assumption agreement, the assigning Party shall deliver to the other Party a copy of the near-final assignment and assumption agreement, so that the non-assigning Party may confirm compliance with the terms of this paragraph 30.
31. **NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of this Lease.

32. **DATES.** If any date or deadline set forth in this Lease for the delivery of any document or Lease Payment or the occurrence of any event should fall on a weekend, a federally recognized holiday, or a Colorado-recognized holiday, then such date or deadline is automatically extended to the next succeeding weekday that is not a holiday.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date set forth above.

[Remainder of page intentionally left blank]

TOWN OF FREDERICK

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

CENTRAL WELD COUNTY WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____