

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

Meeting Time: 1:30 P.M., Thursday, December 16, 2021

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 Strohauser	Peter Ulrich	Roxanne Garcia
	Albert L. Lind, Jr.		

ITEM 2: Public Comment on Non-Agenda Items

ITEM 3: MINUTES
A. Approval of Minutes dated November 18, 2021

ITEM 4: FINANCIAL REPORTS
A. Approval of Current Bills
B. Fund Investment
C. Budget Reports

ITEM 5: STAFF REPORTS
A. Incoming Correspondence - *None*
B. Outgoing Correspondence
C. Field Report
D. Consumption & Comparison Report
E. Revenue & Usage Report
F. NISP
G. Windy Gap
H. Manager's Report

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. 2022 Budget
C. 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
D. CBT Purchase
E. Adopt CWCWD Mission Statement
F. BDO Engagement Letter

ITEM 8: ADJOURNMENT

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

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

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

PUBLIC COMMENTS: None

MINUTES:

The Minutes of the October 28, 2021 meeting were reviewed by the Board. Katie Strohauer moved and Albert L. Lind seconded to approve the Minutes as written. Motion Passed.

FINANCIAL REPORTS:

The financial reports were reviewed for the month of November. NCC was for the 20" waterline at County Road 13 & 42; leak repairs, meter sets, and GIS. NOCO Engineering was for three months of billing. 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. Stan explained that Lot Holdings Tap #935 had requested the District's Rules and Regulations but has not provided the District with the required Petition for Exclusion as this parcel has been annexed to the Town of Firestone.

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.

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NISP:

To date the District has paid \$7,959,615.00 for it's portion of engineering and fees. The 2022 budgeted amount will be \$1,750,000.

WINDY GAP REPORT:

Chimney Hollow groundbreaking was in August 2021. Construction has begun at the site and can be monitored via the live stream provided by NCWCD.

EXECUTIVE SESSION:

It was moved by T. Scott Meining, seconded by Albert L. Lind, to go into Executive Session regarding §24-6-402(4)(e)(I), C.R.S. for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators and C.R.S. 24-6-402(4)(b) for a conference call with an attorney for the District for the purpose of receiving legal advice on specific legal questions concerning litigation regarding the Town of Firestone. Motion passed. The Board went into Executive Session at 2:00 pm and returned at 2:20 pm

MANAGER'S REPORT:

1.) The 6" line relocation at County Road 44 & Highway 85 is in process. 2.) The 20" line relocation is completed and put back in service. 3.) There was an Air Vac leak on the 42" waterline and had to be shut down temporarily but has been repaired.

CARTER LAKE FILTER PLANT:

Connell Resources has been proceeding with the 7 MG tank construction. The fill date of the new tank is November 19, 2021. There is a chlorination routine that must be performed and testing to make sure there are no leaks. The engineer, Burns and McDonnell, has a signed contract for the pretreatment plant. A new operator has been hired. The 2022 proposed budget was approved and the base rate will increase to \$86,000 per month and \$0.17/TH. Katie Strohauser was appointed temporary Sec/Treasurer.

TAP FEE AGREEMENTS:

The following Tap Fee Agreements were reviewed to approve:

	OWNER	TAP SIZE	LOCATION
1	Juan & Juan Edwin Lopez	Budget 5/8"	Lot 73 Beebe Draw
2	Lane Newby	5/8"	CR 16/17-19

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

Regular Board Meeting November 18, 2021

2022 PROPOSED BUDGET:

The Board reviewed the 2022 Proposed Budget. The Operating Revenues include revenue generated by the surcharge rate increases and the Dry Creek storage agreement. The Expenses will include NISP, Bond Debt, a proposed 6% increase in salaries that will include an additional office position, Carter Lake Filter Plant expenses, land purchase, chlorine booster changes, field equipment purchases, and a 30" waterline extension that will include reimbursement from the Town of Frederick. The budget will continue to be evaluated.

2022 MEETING DATES:

The Board reviewed the 2022 meeting dates.

**CENTRAL WELD COUNTY WATER DISTRICT
NOTICE OF MONTHLY MEETINGS**

Notice is hereby given that the regular monthly meetings of the Board of Directors of the Central Weld County Water District for the calendar year 2022 will be held at the District office located at 2235 2nd Avenue; Greeley, Colorado, at 1:30 P.M., on the following dates shown:

January 20, 2022
February 17, 2022
March 17, 2022
April 21, 2022
May 19, 2022
June 16, 2022
July 21, 2022
August 18, 2022
September 22, 2022 – Proposed Budget
October 20, 2022
November 17, 2022
December 15, 2022

Persons desiring notification of special meetings of the Board should advise the District Manager of their desire to be notified of any such special meeting.

Albert L. Lind moved and T. Scott Meining seconded to accept the 2022 Meeting Dates. Motion passed.

SALARY ADJUSTMENTS & HOLIDAY BONUS:

The Board reviewed the 2022 proposed budget amount of \$1,015,000 for salaries which would be a 6% increase from the 2021 budgeted amount of \$896,000 and will include the new office salary. Stan explained some cost of living increases. The workers comp and insurance reports that have to have salary updates need to be submitted by December 1st with any new values. One additional employee will be hired for the office. Accumulated overtime and sick time for all applicable employees will also be paid in accordance to the current policy. In 2021 there are approximately 260 hours of accumulated overtime

Regular Board Meeting November 18, 2021

SALARY ADJUSTMENTS & HOLIDAY BONUS con't:

compared to approximately 350 hours in 2020. Stan asked that the holiday bonuses for employees remain the same as last year. Those will be distributed by December 10, 2021. The employees have done a great job in adapting to changes in and out of the office due to COVID and have continued to accomplish all projects. The Board reviewed the salary and the bonus amount for the District Manager. Albert L. Lind moved that all employees receive a 6% pay increase due to the cost of living increases and that a total of \$47,000 be distributed for holiday bonuses. Katie Strohauser seconded. Motion passed.

There being no further business to be brought before the Board, the meeting was adjourned at approximately 3:10 P.M.

(SEAL)

Katie Strohauser - Secretary/Treasurer

RECURRING BILLS:

DECEMBER 2021

Aflac	Insurance	779.61
Always An Answer	Answering Service	152.50
Atmos Energy	Office/Field Utilities (est.)	400.00
B&C Refuse	Office/Warehouse maint	78.00
Carter Lake Filter Plant	OP - 88,839.47; Dry Creek-1,122.41; NC -57,849.32	147,811.20
CEBT	Health Insurance (est.)	19,843.75
City of Greeley	Office Utility (est)	200.00
Colorado Dept. of Revenue	Taxes	2,561.00
Colorado Network Management	Office Exp	1,977.71
Colorado State Treasurer	Unemployment Insurance (Quarterly)	686.98
Comcast	Office Utilities	1,285.78
CorKat	Office Exp	4,923.80
CWCWD Employees	Salaries (est.)	50,000.00
Data Print	UB Bills Postage	1,312.36
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	284.05
JG Cleaning	Office Cleaning	900.00
Lincoln National	Retirement:Dis-3,074.93; Emp-3,074.93	6,149.86
NCR Payment Solutions	Office Exp	589.65
Poudre Valley REA	Field Utilities (est.)	250.00
United Power	Field Utilities (est.)	1,000.00
UNCC	M&R	827.64
Verizon Wireless	M&R	1,945.76
Xcel Energy	Office/Field Utilities (est.)	1,000.00
Xerox Corporation	Office Exp	591.14
	SUB TOTAL	260,555.87

Ace Hardware	M&R	245.06
Badger Meter	M&R	1,967.66
Buckeye Welding	M&R	30.60
Cintas	Office Exp	160.53
Clear Water Solutions	Prof Fees	388.93
Colorado Special Districts	Insurance \$103,756.00 - Work Comp -\$14,760.00	118,516.00
Colorado Analytical	Water Samples	430.00
DPC Industries	Chlorine	561.20
Easton Homes	Bulk Hyd Refund	1,250.00
Ferguson Waterworks	Inventory	2,618.93
First National Bank	Auto Exp - 278.36; M&R - 142.54; Office - 2,763.97	3,184.87
Home Depot	M&R	186.74
Kepner	NC	51,817.34
LaSalle Oil	Auto Exp	2,358.38
Lemons Heating and Cooline	Office/Whse Exp	320.00
Lind, Albert	Board & Mileage	1,014.89
Lube on the Move	Auto Exp	51.99
Meining, Scott	Board & Mileage	1,182.17
NCWCD	Water Transfer Fee	500.00
NCC	NC - 224,091.62; M&R - 36,039.59; GIS - 8,000; Office - 2,500	270,631.21
NOCO Engineering	Prof Fees - 3,500.00; NC - 21,333.35	24,833.35
Ottem Electronics	Chlorine	168.00

CURRENT BILLS
Item No. 4A (1-4)
December 16, 2021

Park, James	Board & Mileage	1,196.09
Stevens Auto	Auto Exp	334.58
Stewart Title	CBT Escrow	10,000.00
Strohauer, Katie	Board & Mileage	1,089.77
TimberLine Electric	M&R	912.45
Ulrich, Pete	Board & Mileage	928.93
WEL Consulting	Prof Fees	4,100.15
Weld County Clerk & Recorder	Office Exp	38.00
Weld County Health	Water Samples	493.25
Weld County Public Works	M&R	947.80
Wex Bank (fleet)	Auto Exp	1,426.61

SUB TOTAL **503,885.48**

TOTAL **764,441.35**

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 NOVEMBER 2021

BEG. BALANCE NOVEMBER 1, 2021	\$	503,459.63
FUNDS TRANSFER	\$	-
DEPOSITS	\$	1,487,008.32
SUB TOTAL	\$	1,990,467.95

	Recurring Utilities	
Aflac	Insurance	779.61
Always an Answer	Office Exp	158.75
Atmos Energy	Office/Field Utilities	217.30
B&C Refuse	Office/Whrs	73.00
Carter Lake Filter Plant	OP - 110,490.62; Dry Creek-1,123.56; NC -98,947.16	210,322.34
CEBT	Health Insurance	19,843.75
City of Greeley	Office Utility	75.64
Colorado Dept. of Revenue	Taxes	3,041.00
Comcast	Office Utilities	1,283.17
CorKat Data	Office Exp	4,468.71
CWCWD Employees	Salaries	54,494.99
DataPrint	Office Exp	1,306.90
First Class Security	Alarm Monitoring (Quarterly)	-
First National Bank	Fed/Wholding;Medicare; SS	19,683.43
Greeley Gopher	Office Expense	284.70
JG Cleaning	Office Cleaning	900.00
Lincoln National	Retirement	6,683.98
NCR Payment Solutions	Office Exp	591.51
Poudre Valley REA	Field Utilities	215.15
United Power	Field Utilities	1,068.65
UNCC	M&R	1,011.12
Verizon Wireless	M&R	2,654.90
Xcel Energy	Office/Field Utilities	1,053.78
Xerox	Office Exp	610.93
	SUB TOTAL	330,823.31

Ace Hardware	M&R	66.54
Aqua Backflow	M&R	360.00
Badger Meter	M&R	21,483.86
Beebe Draw Farms	Tap Fee Refund	423,000.00
Buckeye Welding	M&R	30.60
Clear Water Solutions	Prof Fees	391.82
CorKat Data Solutions	Field Equip & Office Exp	5,645.50
DataWest Corp	Office Exp	8,625.87
DBE Manufacturing	M&R	104.73
Derek Anderson	Water Service Refund - closing	189.31
Drew Sevcik	Water Service Refund - closing	43.53
DPC Industries	Chlorine Exp	50.00
Ferguson Waterworks	M&R	153.29
First National Bank	Auto Exp - 64.99; M&R - 1,407.93; Office Exp - 743.12	2,216.04
Greeley Loveland	Water Assessment	16.50
Hixon Mfg	M&R	349.20
Jeremy & Nicole Long	Line Ext Refund	17,500.00
Jerry Arnold	Water Service Refund - closing	50.93
John Deere Financial	M&R	186.78
Kepner	M&R - 2,270.00; Office Exp - 27,118.56	29,388.56

CURRENT BILLS
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LaSalle Oil	Auto Exp	2,894.31
Lohr Inc	M&R	220.00
Lois DeRaadt	Water Service Refund - closing	43.53
Lube on the Move	Auto Exp	155.97
Lyons Gaddis	M&R	264.00
M&O Tires	Auto Exp	1,065.00
McForms	Office Exp	384.68
NCC	NC-333,654.59; M&R-38,048.78; Office-3,500; GIS-8,000	382,203.37
NOCO Engineering	NC-117,786.50; Prof Fees-12,024.25	129,810.75
Office Depot	Office Exp	936.13
Prairie Mountain Media	Office Exp	9.68
Skaar, Leroy	CBT purchase	60,000.00
Slate Communications	Prof Fees	1,625.00
Spradley Barr Ford	Auto Exp	559.40
Starr & Westbrook	Prof Fees	1,530.00
Stevens Automotive	Auto Exp	295.96
Tribune	Office Exp	72.80
TimberLine Electric	NC	2,948.30
Treatment Technology	Chlorine Exp	550.00
WEL Consulting	Prof Fees	4,030.75
Weld County Clerk & Recorder	Auto Exp	152.02
Weld County Garage	Auto Exp	187.33
Weld County Health Dept	Water Samples	452.25
Weld County Planning	NC	157.50
Wex Bank (fleet)	Auto Exp	2,881.80
Whitesides	Office Exp	337.93

Denotes Bills paid after Board meeting

Subtotal 1,103,621.52

BANK BALANCE NOVEMBER 30, 2021 **\$ 556,023.12**

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

FUNDS

FNBO - Checking Balance	\$ 80,258.66
FNBO - Savings Balance	\$ 618,901.90
CD Balance	\$ 495,000.00
Colotrust Balance	\$ 10,571,692.66
CSAFE Balance	\$ 47,906,935.00
TOTAL REVENUE	\$ 59,672,788.22
Less Projected Expenses	\$ 31,520,104.96
Less Bond Payment	\$ 2,449,425.00
PROJECTED EXPENSES	\$ 33,969,529.96

BALANCE:
\$ 25,703,258.26

Date	Debit	Credit	Amount	Balance
CSAFE - 2020 Bond Series				0.00
01/04/2021 Opening Balance	57,000,000.00		57,000,000.00	57,000,000.00
01/31/2021 Interest	7,284.28		7,284.28	57,007,284.28
02/28/2021 Interest	6,492.40		6,492.40	57,013,776.68
03/31/2021 Interest	6,078.66		6,078.66	57,019,855.34
04/30/2021 Interest	5,310.92		5,310.92	57,025,166.26
05/31/2021 Interest	4,634.34		4,634.34	57,029,800.60
06/30/2021 Interest	4,331.02		4,331.02	57,034,131.62
07/31/2021 Interest	3,922.28		3,922.28	57,038,053.90
08/06/2021 346 units Windy Gap @ \$6588.88/unit WGFP Financing		2,279,752.48	-2,279,752.48	54,758,301.42
08/27/2021 Funds Transfer - CBT purchases		2,500,000.00	-2,500,000.00	52,258,301.42
08/31/2021 Interest	3,314.30		3,314.30	52,261,615.72
09/30/2021 Interest	1,663.88		1,663.88	52,263,279.60
10/04/2021 Funds Transfer - CBT Purchases		4,360,000.00	-4,360,000.00	47,903,279.60
10/31/2021 Interest - 0.04%	1,834.20		1,834.20	47,905,113.80
11/30/2021 Interest - 0.05%	1,821.20		1,821.20	47,906,935.00
	<u>57,046,687.48</u>	<u>9,139,752.48</u>	<u>47,906,935.00</u>	<u>47,906,935.00</u>

Projected Expenses	SPENT	PROJECTED	BALANCE
7 MG Tank	1,913,558.54	3,500,000.00	1,586,441.46
NISP Design	1,277,500.00	3,832,500.00	2,555,000.00
NISP Construction	0.00	2,625,000.00	2,625,000.00
Windy Gap Construction	2,279,753.00	2,300,000.00	20,247.00
Windy Gap Water Purchase	0.00	5,500,000.00	5,500,000.00
CBT Purchases	21,061,595.00	18,900,000.00	-2,161,595.00
Frederick Waterline Design	3,227.50	300,000.00	296,772.50
Frederick Waterline Construction	0.00	2,700,000.00	2,700,000.00
CLFP PreTreatment Design	1,761.00	1,200,000.00	1,198,239.00
CLFP PreTreatment Construction	0.00	15,000,000.00	15,000,000.00
Eastern Regional Treatment Plant Design	0.00	200,000.00	200,000.00
Eastern Regional Treatment Plant Land Purchase	0.00	2,000,000.00	2,000,000.00
	<u>26,537,395.04</u>	<u>58,057,500.00</u>	<u>31,520,104.96</u>

ColoTrust - Water Rev Bond Pay		0.00
12/01/2021 Bond Payment Due	2,449,425.00	

FUNDS INVESTMENT
FOR
FINANCIAL REPORTS

FUNDS INVESTMENT SUMMARY:

Name	Beg Balance	Fund Transfers	Interest	Rate	Current Balance
First Nat'l Checking	\$ 80,258.66	\$ 475,745.57			\$ 556,004.23
First Nat'l Savings	\$ 3,268,206.70	\$ (2,649,425.00)	\$ 120.20	0.05%	\$ 618,901.90
CSAFE Bond Series	\$47,905,113.80		\$ 1,821.20	0.05%	\$ 47,906,935.00
Colotrust Prime	\$ 2,477,890.85		\$ 11.11	0.0055%	\$ 2,477,901.96
Colotrust Plus	\$ 26,909.81		\$ 0.60	0.0266%	\$ 26,910.41
Colotrust Assessments	\$ 294,631.99		\$ 1.30	0.0055%	\$ 294,633.29
Colotrust NISP	\$ 5,653,007.12		\$ 123.70	0.0266%	\$ 5,653,130.82
Colotrust Water Rights	\$ 2,749.17		\$ 0.04	0.0266%	\$ 2,749.21
Colotrust Bond Series	\$ 70,547.61		\$ 1.57	0.0266%	\$ 70,549.18
Colotrust Flood	\$ 2,045,773.01	\$ -	\$ 44.78	0.0266%	\$ 2,045,817.79
2013 Paid Flood Expenses	\$ (3,335,011.24)				
YTD Accumulated Flood Interest	\$ 136,817.79				
Flood Exp vs. Reimbursed	\$ (1,289,193.45)	Still awaiting approximately \$300,000 +/- to be reimbursed			

Bank Name	Maturity Date	Amount	Term
Advantage Bank	12/25/2022	\$ 95,000.00	15-month term 0.35% previous 0.75%
First Farm Bank	7/20/2022	\$100,000.00	12-month term 0.20% previous 0.35%
First Farm Bank	4/24/2022	\$300,000.00	13-month term 0.20% previous 1.39%
TOTAL		<u>\$495,000.00</u>	

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

Monthly Revenue Comparison	NOV 2021	2021 YTD	NOV 2020	2020 YTD
CBT Water Service Billed*	\$ 466,531	\$ 7,613,670	\$ 300,265	\$ 6,434,111
WG Water Service Billed*	\$ -	\$ -	\$ -	\$ -
CBT Tap Fees Received	\$ 170,000	\$ 1,399,200	\$ 468,052	\$ 2,631,002
Bulk Water Sales	\$ 11,881	\$ 237,431	\$ 33,211	\$ 275,016
Misc Water Svc - (LHWD, Verizon, Studies,	\$ 5,358	\$ 373,824	\$ 5,634	\$ 114,276
Non-district Tap Fees Received	\$ -	\$ 4,159,360	\$ 253,000	\$ 3,832,500
Line Extension	\$ 6,500	\$ 145,395	\$ 62,700	\$ 158,811
TOTALS	\$ 660,270	\$ 13,928,880	\$ 1,122,862	\$ 13,445,716

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

BUDGET REPORTS
Item No. 4C (1-2)
December 16, 2021

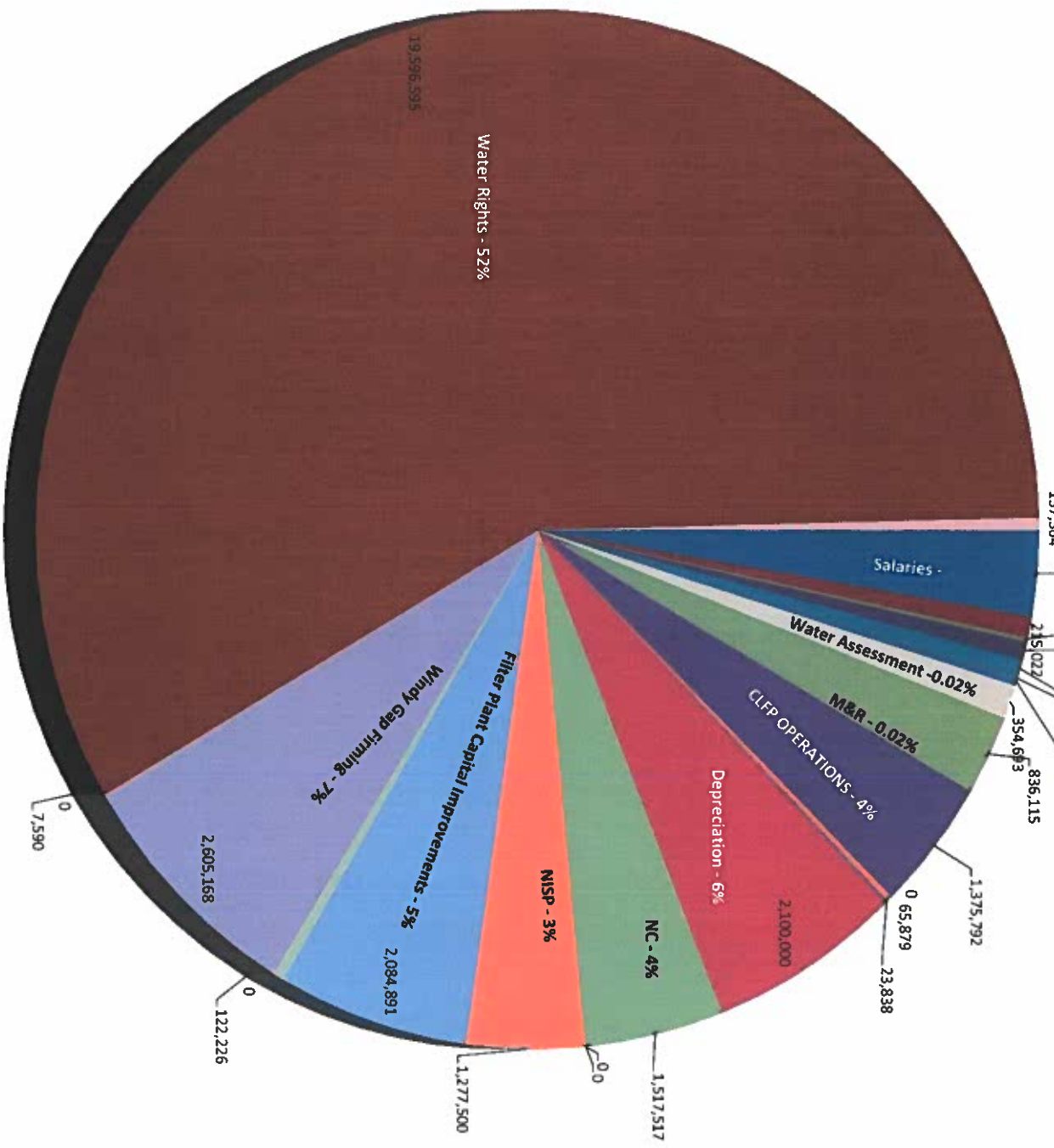
ITEMS	ACTUAL TO 11/30/2020	BUDGET 2021	ACTUAL TO 11/30/2021	2021 in Comparison to Prior Year 2020
BEGINNING BALANCE				
Reserves	22,990,697	21,300,000	11,416,798	-11,573,899
Restricted	825,000	825,000	825,000	0
TOTAL	23,815,697	22,125,000	12,241,798	-11,573,899
REVENUES:				
Operating Revenues:				
Water Service	4,733,546	4,600,000	5,744,419	1,010,873
Surcharge Rates Billed	1,700,568	1,750,000	1,889,464	188,896
Bulk Water Sales	275,017	195,000	237,431	-37,586
Miscellaneous (30120;30150;30160)	114,279	70,000	73,828	-40,451
TOTAL	6,823,410	6,615,000	7,945,142	1,121,732
Non-Operating Revenues:				
Revenue from Bond	0	57,000,000	47,906,935	47,906,935
Water Storage Revenue	0	0	300,000	300,000
Interest	160,344	225,000	57,886	-102,458
TOTAL	160,344	57,225,000	48,264,821	48,104,477
Contributions:				
Tap Fees incl. Towns	5,830,450	6,000,000	5,558,560	-271,890
Raw Water Transfers/Capital Advance for Construction (MM; fire hyd.;etc. pd.for by others)	633,052	500,000	317,450	-315,602
	158,811	215,000	145,395	-13,416
TOTAL	6,622,313	6,715,000	6,021,405	-600,908
TOTAL REVENUES	13,606,067	70,555,000	62,231,368	48,625,301
OPERATING EXPENSES:				
Salaries	806,423	896,000	897,615	91,192
Overtime/Sick/Bonus Pay	0	55,000	0	0
Office/Warehouse Expense	255,172	271,000	215,022	-40,150
Office/Field Utilities	46,822	52,000	45,931	-891
Professional Fees	169,246	225,000	194,167	24,921
Insurance	241,959	259,000	201,761	-40,198
Director Fees/Board Expense	4,810	6,500	5,033	223
Payroll Taxes	65,573	71,000	71,110	5,537
Water Assessments	335,083	335,000	354,693	19,610
Operations and Maintenance	1,030,354	900,000	836,115	-194,239
Carter Lake Filter Plant	1,247,616	1,460,000	1,375,792	128,176
Water Rental	0	100,000	0	0
Automotive	61,223	71,000	65,879	4,656
Dry Creek Reservoir	36,856	50,000	23,838	-13,018
Depreciation	2,010,000	2,100,000	2,100,000	90,000
TOTAL	6,311,137	6,851,500	6,386,956	75,819
DEBT RETIREMENT:				
Bond Loan Repayment	0	3,510,000	3,375,728	3,375,728
TOTAL	0	3,510,000	3,375,728	3,375,728
CAPITAL IMPROVEMENTS:				
Distribution System (new const.)	1,640,135	850,000	1,517,517	-122,618
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	2,435,661	3,000,000	2,084,891	-350,770
GIS/GPS Map Updates	123,599	140,000	122,226	-1,373
Windy Gap Firming	43,219	2,352,000	2,605,168	2,561,949
Country Estates MM	140,007	0	0	-140,007
SCADA/Telemetry	2,965	100,000	2,948	-17
Easements/Land/Building	0	5,000	7,590	7,590
Water Rights	3,944,600	6,000,000	19,596,595	15,651,995
Office/Field/Tank Equipment	95,407	100,000	137,364	41,957
TOTAL	8,425,593	14,148,500	27,351,799	18,926,206
TOTAL EXPENSES	14,736,730	24,510,000	37,114,483	22,377,753

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

BUDGET REPORTS
Item No. 4C (1-2)
December 16, 2021

ITEMS	ACTUAL	BUDGET	ACTUAL TO	OVER OR (UNDER)	% OF
BEGINNING BALANCE	2020	2021	11/30/2021	BUDGET	BUDGET
				2021	2021
Reserves	22,755,185	21,300,000	11,416,798	-9,883,202	
Restricted	825,000	825,000	825,000	0	
TOTAL	23,580,185	22,125,000	12,241,798	-9,883,202	
REVENUES					
Operating Revenues:					
Water Service	3,794,122	4,600,000	5,744,419	1,144,419	125%
Surcharge Rates Billed	1,340,404	1,750,000	1,889,464	139,464	108%
Bulk Water Sales	338,897	195,000	237,431	42,431	122%
Miscellaneous	1,199,988	70,000	73,828	3,828	105%
TOTAL	6,673,411	6,615,000	7,945,142	1,330,142	120%
Non-Operating Revenues:					
Revenue from Bond	0	57,000,000	47,906,935	-9,093,065	84%
Water Storage Revenue	0	0	300,000	300,000	0%
Interest	531,531	225,000	57,886	-167,114	26%
TOTAL	531,531	57,225,000	48,264,821	-8,960,179	84%
Contributions					
Tap Fees	6,048,192	6,000,000	5,558,560	-441,440	93%
Raw Water/Capital	4,630,812	500,000	317,450	-182,550	0%
Advance for Construction	-895,217	215,000	145,395	-69,605	68%
TOTAL	9,783,787	6,715,000	6,021,405	-693,595	90%
TOTAL REVENUES	16,988,729	70,555,000	62,231,368	-8,323,632	88%
OPERATING EXPENSES:					
Salaries	837,272	896,000	897,615	1,615	100%
Overtime/Sick/Bonus Pay	0	55,000	0	-55,000	0%
Office/Warehouse Expense	288,517	271,000	215,022	-55,978	79%
Office/Field Utilities	46,857	52,000	45,931	-6,069	88%
Professional Fees	222,021	225,000	194,167	-30,833	86%
Insurance	289,047	259,000	201,761	-57,239	78%
Director Fees/Board Expense	7,247	6,500	5,033	-1,467	77%
Payroll Taxes	70,208	71,000	71,110	110	100%
Water Assessments	297,639	335,000	354,693	19,693	106%
Operations and Maintenance	817,007	900,000	836,115	-63,885	93%
Carter Lake Filter Plant	1,255,625	1,460,000	1,375,792	-84,208	94%
Water Rental	0	100,000	0	-100,000	0%
Automotive	89,813	71,000	65,879	-5,121	93%
Dry Creek Reservoir	71,175	50,000	23,838	-26,162	48%
Depreciation	2,010,000	2,100,000	2,100,000	0	100%
TOTAL	6,302,428	6,851,500	6,386,956	-464,544	93%
DEBT RETIREMENT:					
Bond Loan Repayment	-	3,510,000	3,375,728	-134,272	0%
TOTAL	-	3,510,000	3,375,728	-134,272	0%
CAPITAL IMPROVEMENTS:					
Distribution System (new const.)	1,118,391	850,000	1,517,517	667,517	179%
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	2,084,891	-915,109	69%
GIS/GPS Map Updates	145,827	140,000	122,226	-17,774	87%
Windy Gap Firing	46,133	2,352,000	2,605,168	253,168	111%
Country Estates MM	0	0	0	0	0%
SCADA/Telemetry	0	100,000	2,948	-97,052	0%
Easements/Land/Building	0	5,000	7,590	2,590	152%
Water Rights	3,900,495	6,000,000	19,596,595	13,596,595	327%
Office/Field/Tank Equipment	170,432	100,000	137,364	37,364	137%
TOTAL	9,432,355	14,148,500	27,351,799	13,203,299	193%
TOTAL EXPENSES	15,734,783	24,510,000	37,114,483	12,604,483	151%

EXPENSES - NOVEMBER



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

OUTGOING
CORRESPONDENCE
Item No. 5B (1)
December 16, 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	Elizabeth Pierce	CR 11/10-12	11/4/21	N/A	Can Serve
2	Terrel Construction	CR 13/6-8	11/17/21	\$73,000	House
3					
4					
5					
6					
7					
8					

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					

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 Dacono, Frederick, Firestone, Gilcrest, Kersey, LaSalle, Platteville, Milliken, and Aristocrat	11/22/21	Transmitted water rights reports and Carryover availability for November 1, 2020 through October 31, 2021
2			
3			

FIELD REPORT

Item No. 5C

December 16, 2021

BACKGROUND SUMMARY:

The following is a summary of field activities:

LOCATES:	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
Received	525	572	682	749	693	738	627	838	692	792	624	
Cleared	311	373	483	490	471	459	282	317	228	454	432	
Standby	66	59	50	40	34	66	35	40	34	79	33	
Completed	31	96	142	148	158	153	101	108	115	149	127	
WORKORDERS:												
Past Due Accts	134	111	118	127	144	71	91	155	81	62	70	
Terminations	0	0	0	0	0	12	7	9	4	0	7	5
Restorations	0	0	0	0	0	12	7	8	4	0	5	4
Service Calls	55	94	74	51	62	96	88	94	128	67	82	79

New Meter Sets:

3426	5/8" Tap	10709 County Road 14.5, Fort Lupton 80621
6173	5/8" Budget Tap	16493 Fairbanks Drive South, Platteville 80651

1. Completed 18 final reads.
2. Repaired leaks at the following locations: *3" Waterline on County Road 394 & Highway 85, 8" Waterline on County Road 17 / 18 – 20, 2" Waterline on County Road 44 & Highway 85, 2" Waterline on County Road 38 & 39, Replaced the Service Line at Tap #1260 – 3725 McAvoy Avenue, Tap #330 – 23464 CR 61; Tap #713 – 9932 Sierra Vista Rd; Tap 19 – 28881 CR 46, Replaced broken saddle, Tap 1219 – 19450 CR 46.*
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 and Tank surveys.
8. Continuing to work on Backflow Program.
9. Chlorine Station maintenance.
10. Lead and copper sampling.
11. DBP Sampling
12. Raised valve boxes on County Road 42/37-39 for Weld County
13. 6" Waterline Relocation for CDOT on County Road 44 / Highway 85

BOARD ACTION SUGGESTED:

Information only.

SUBMITTED BY: Stan Linker**5C**

CONSUMPTION REPORT

Item No. 5D (1-2)
December 16, 2021

BACKGROUND SUMMARY:

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

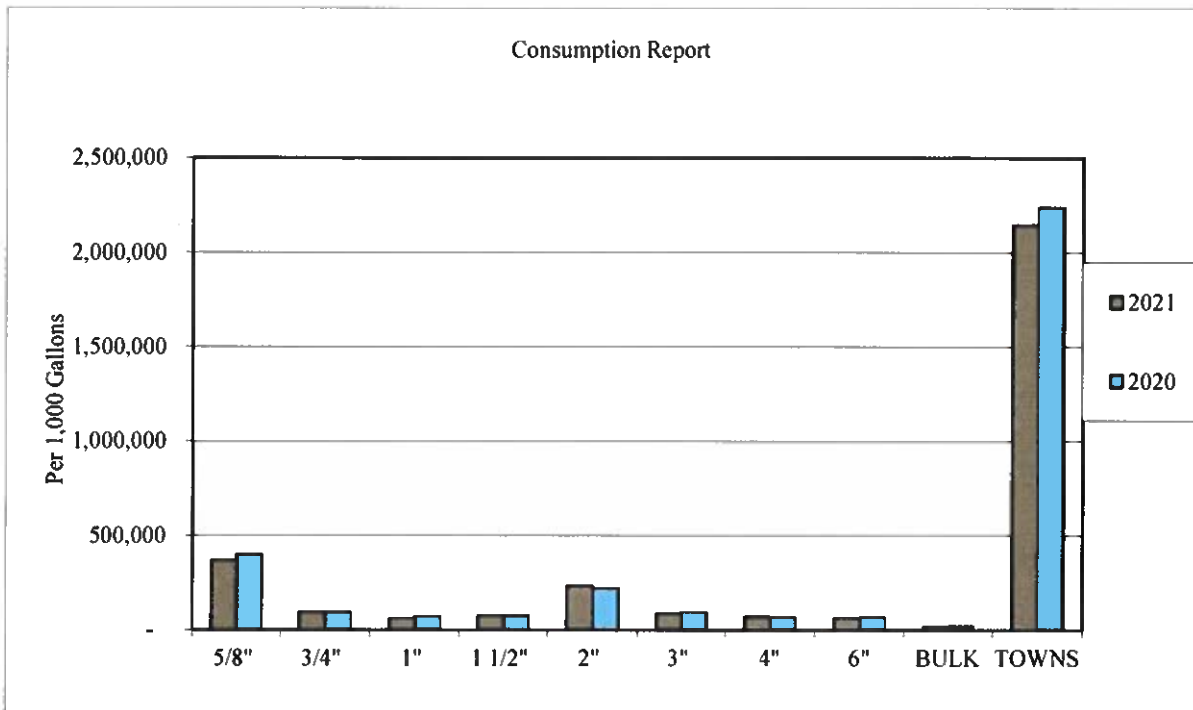
BOARD ACTION SUGGESTED:

Information only.

Consumption Report

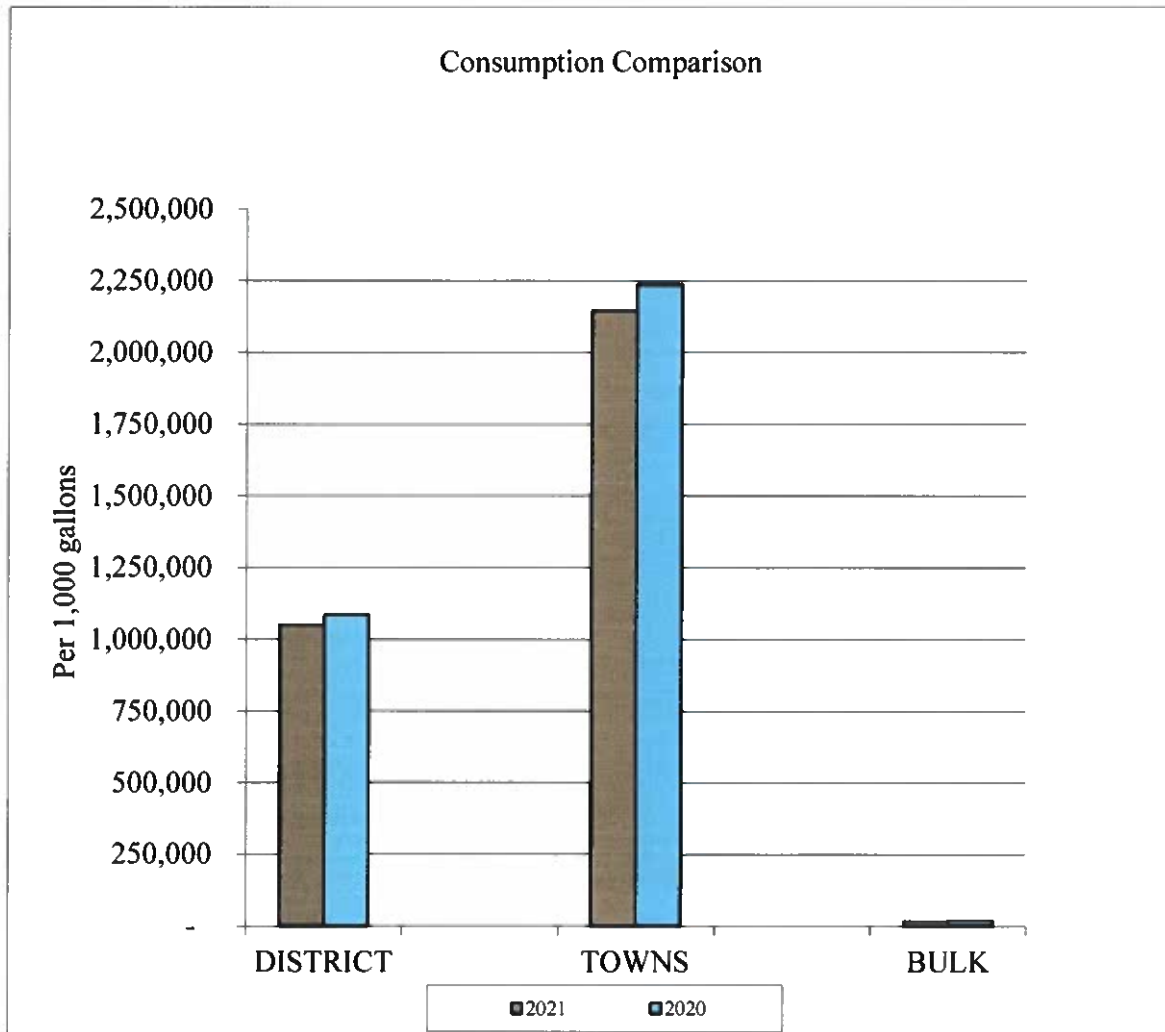
	YTD 2020	YTD 2021	DIFF.	%
172 DACONO	259,268	247,268	-12,000	-5%
147 FIRESTONE	762,046	748,044	-14,002	-2%
939 FREDERICK	676,506	655,663	-20,843	-3%
1377 GILCREST	34,056	32,326	-1,730	-5%
176 KERSEY	54,858	53,767	-1,091	-2%
1361 LASALLE	94,437	92,455	-1,982	-2%
1011 MILLIKEN	172,904	142,615	-30,289	-18%
1411 PLATTEVILLE	143,057	123,215	-19,842	-14%
1675 ARISTOCRAT	35,678	34,490	-1,188	-3%
9800 JOHNSTOWN	4,376	14,600	10,224	0%
TOTAL	2,237,186	2,144,443	-92,743	

	YTD 2020	YTD 2021	DIFF.	%
5/8"	400,965	367,784	-33,181	-8%
3/4"	93,792	92,657	-1,135	-1%
1"	71,251	60,808	-10,443	-15%
1 1/2"	76,461	75,333	-1,128	-1%
2"	220,557	232,727	12,170	6%
3"	90,879	87,760	-3,119	-3%
4"	65,443	68,883	3,440	5%
6"	65,923	63,068	-2,855	-4%
BULK	19,202	15,464	-3,738	-19%
TOWNS	2,237,186	2,144,443	-92,743	-4%
TOTAL	3,341,659	3,208,927	-132,732	



CONSUMPTION COMPARISON REPORT

DISTRICT	YTD 2020	YTD 2021	DIFF.
DISTRICT	1,085,271	1,049,020	(36,251)
TOWNS	2,237,186	2,144,443	(92,743)
BULK	19,202	15,464	(3,738)



Consumption Report

	Nov-20	Nov-21	DIFF.
5/8" TAPS	13,865	15,160	1,295
3/4" TAPS	6,799	8,676	1,877
1" TAPS	4,131	4,216	85
TOWNS	77,446	92,404	14,958
BULK WATER	2,056	1,058	(998)

1.5" TAPS		Nov-20	Nov-21	DIFF.
TAP NO.	NAME			
399	PETROCCO FAMILY	27	20	-7
744	RIVER ROAD HOLDINGS	3,573	3,727	154
1381	MOON ANCHOR	69	77	8
1410	AIM PROCESSING	2	2	0
1412	CW KELLER & ASSOC	102	35	-67
1717	HIGH SIERRA	89	68	-21
1767	ST VRAIN SANITATION	37	7	-30
1783	WELD COUNTY	9	8	-1
1986	BELLA HOLSTEINS	1,052	1,622	570
2037	WILHELMINA DAIRY	515	235	-280
3033	CRESTONE PEAK RESC	1	2	1
3283	DCP MIDSTREAM	-	-	0
	TOTAL	5,476	5,803	327

2" TAPS		Nov-20	Nov-21	DIFF.
TAP NO.	NAME			
274	HELENA CHEMICAL	56	29	-27
391	M&J Dairy	1,453	2,089	636
619	KERSEY MOBILE HOME	564	626	62
742	AURORA DAIRY	1,277	1,466	189
804	TIMMERMAN	2,540	3,481	941
935	HALL FAMILY	-	-	0
967	AURORA DAIRY	1,356	1,346	-10
1238	WELD COUNTY SCHOOL DIST. RE-1	183	79	-104
1539	SHELTON DAIRY	3,356	3,090	-266
1592	UNITED POWER	8	8	0
1780	UQM PROPERTIES	9	18	9
1831	TEVELDE DAIRY	2,414	2,774	360
1848	DE HAAN	2,445	2,659	214
2010	OLSON's GREENHOUSE	119	188	69
3037	DCP MIDSTREAM	80	165	85
3063	DCP MIDSTREAM	34	53	19
3091	PLATTE RIVER BIOGAS	-	-	0
3114	CDOT	7	4	-3
3143	SHELTON DAIRY	87	70	-17
3284	DCP MIDSTREAM	-	-	0
3346	DCP MIDSTREAM	-	-	0
3392	MOON ANCHOR	-	-	0
	TOTAL	15,988	18,145	2,157

3" TAP		Nov-20	Nov-21	DIFF.
TAP NO.	NAME			

Consumption Report

284 COUNTRY ESTATES	1,361	1,796	435
1689 MORWAI DAIRY	4,993	3,422	-1,571
TOTAL	<u>6,354</u>	<u>5,218</u>	<u>(1,136)</u>

4" TAPS		Nov-20	Nov-21	DIFF.
TAP NO.	NAME			
500	5 RIVERS FEEDING (CR 31)	730	755	25
709	5 RIVERS FEEDING (Hwy 34)	828	623	-205
1619	MORNING FRESH	2,293	2,128	-165
3269	DeJager LIVING TRUST	1,780	1,899	119
TOTAL		<u>5,631</u>	<u>5,405</u>	<u>-226</u>

6" TAPS		Nov-20	Nov-21	DIFF.
TAP NO.	NAME			
240	PUBLIC SERVICE	2,530	3,251	721

REVENUE & USAGE REPORT

Item No. 5E (1-2)

December 16, 2021

BACKGROUND SUMMARY:

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

BOARD ACTION SUGGESTED:

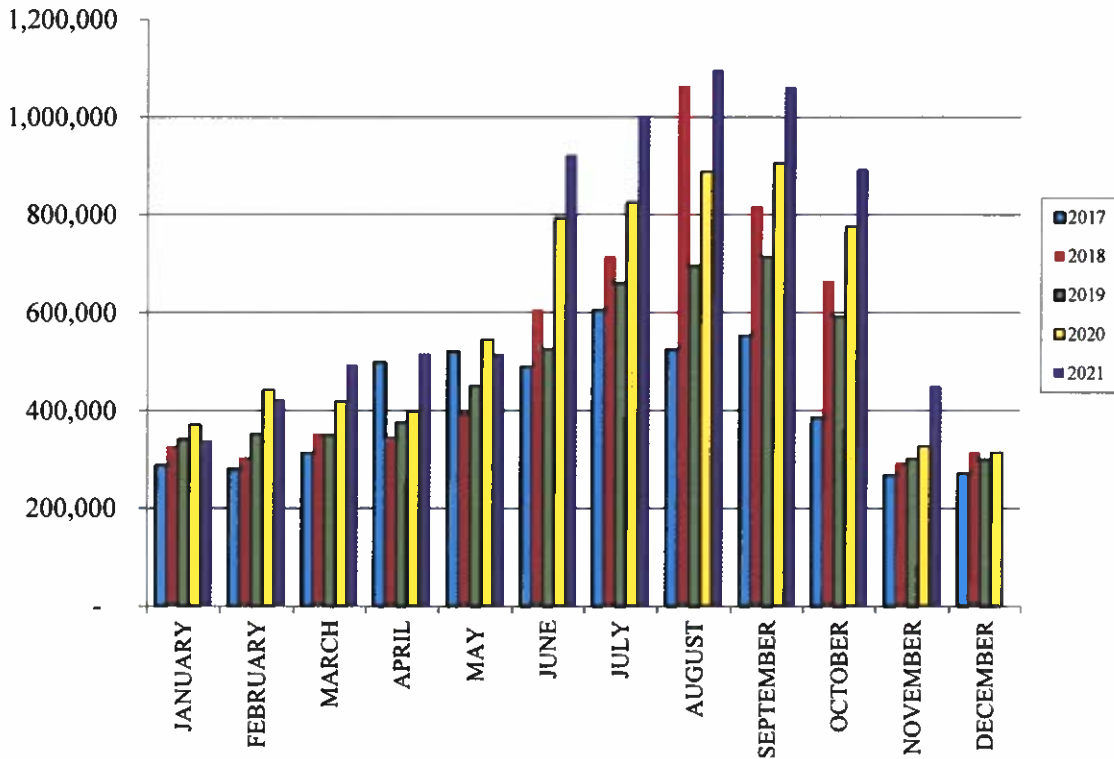
Information only.

SUBMITTED BY: Stan Linker

5E

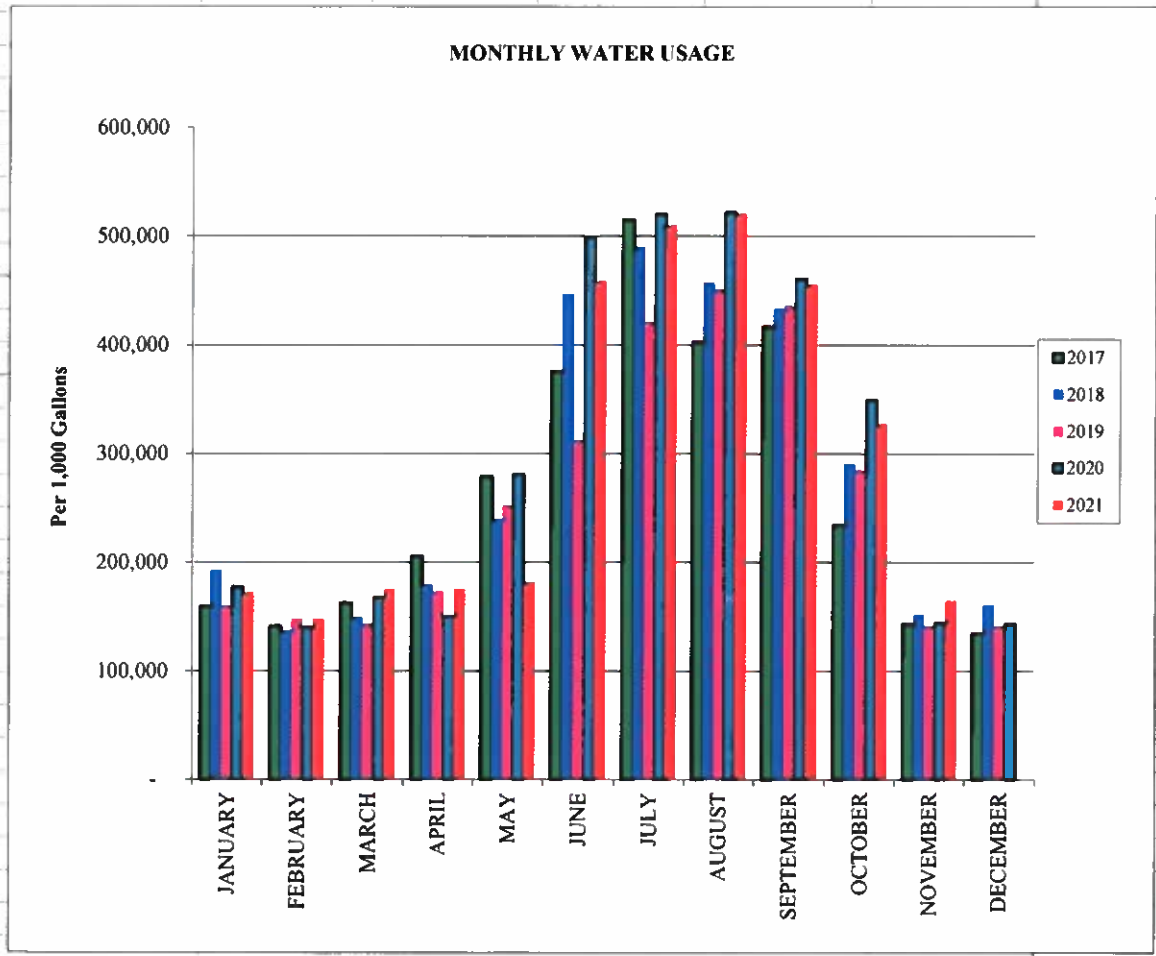
MONTHLY WATER REVENUE					
	2017	2018	2019	2020	2021
JANUARY	287,567	325,862	340,194	369,893	338,025
FEBRUARY	279,868	303,189	350,792	440,763	421,523
MARCH	312,126	351,825	348,589	417,841	492,163
APRIL	498,135	345,487	374,965	397,674	514,711
MAY	520,322	395,885	449,561	544,741	513,378
JUNE	489,032	603,929	524,721	792,738	920,110
JULY	604,261	714,555	659,280	824,558	1,002,430
AUGUST	523,424	1,063,103	694,813	888,285	1,095,425
SEPTEMBER	552,412	817,921	713,120	904,971	1,060,557
OCTOBER	384,359	664,550	591,757	775,240	892,756
NOVEMBER	266,361	293,891	300,487	326,092	448,884
DECEMBER	270,346	314,618	299,061	313,952	
YTD TOTAL	4,988,213	6,194,815	5,647,340	6,996,748	7,699,962
YTD AVERAGE	415,684	516,235	470,612	583,062	699,997

REVENUE



5E(1)

MONTHLY WATER USAGE						5 YEAR
	2017	2018	2019	2020	2021	AVERAGE
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	175,079	176,526
MAY	278,996	239,528	252,075	281,045	181,329	246,595
JUNE	375,720	446,312	312,030	498,727	458,385	418,235
JULY	514,981	489,679	421,019	520,402	509,655	491,147
AUGUST	402,770	457,092	451,036	522,034	520,590	470,704
SEPTEMBER	416,741	432,882	435,756	460,979	455,713	440,414
OCTOBER	233,828	289,723	284,954	349,211	327,275	296,998
NOVEMBER	143,006	151,247	141,496	144,354	164,473	148,915
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	3,286,334	4,099,095
YTD AVERAGE	264,020	277,043	255,177	296,264	298,758	



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 amount to be paid for the Eighteenth Interim Agreement will be \$1,662,500.00. The Agreement is attached for review and approval. After discussions regarding the indirect cost study, the first billing for NISP indirect costs will not be billed in 2022, but will instead be billed in 2023. Therefore, the \$900,000 that was included in the NISP 2022 budget will not longer be needed.

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.

Participant	Project Yield (Acre-ft)	Percent of Project	ORIGINAL BUDGETS 2022 Budget	WITH PIPELINE DESIGN ADD 2022 Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 2,003,750	\$ 1,750,000

The State 401 Certification has been received from CDPHE and has been upheld by the Colorado Water Quality Control Commission.

Thirty percent designs of Glad Reservoir and HWY 287 are complete.

BOARD ACTION SUGGESTED:

Approve the Eighteenth Interim Agreement and payment of \$1,662,500.00

EIGHTEENTH INTERIM AGREEMENT WITH THE
NORTHERN INTEGRATED SUPPLY PROJECT WATER ACTIVITY ENTERPRISE,
FOR PARTICIPATION IN THE
NORTHERN INTEGRATED SUPPLY PROJECT

This Agreement is made and entered into as of _____, 2021, by and between the Northern Integrated Supply Project Water Activity Enterprise, a government-owned business within the meaning of Article X, § 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101 et seq., owned by the Northern Colorado Water Conservancy District, and whose address is 220 Water Avenue, Berthoud, Colorado 80513 (the "NISP Enterprise"), and Central Weld County Water District Water Activity Enterprise, organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by Central Weld County Water District, a Colorado special district and quasi-municipal corporation, whose address is 2235 2nd Avenue, Greeley, Colorado 80631-7203 ("Participant").

Recitals

- A. The NISP Enterprise is developing a water project (the "Project") for the purpose of developing a new reliable water supply for the beneficial use of the Participant and other entities.
- B. Overall Project costs will be divided among the entities that participate in the Project.
- C. The First, Second, and Fourth Phases of the Project, and years one through six of the Third Phase, have been completed.
- D. The Third Phase, Years 7 through 18 (hereinafter referred to as "Phase 3A"), will consist of further agency consultation, permitting with the U.S. Army Corps of Engineers and other agencies, compliance with the National Environmental Policy Act and other requirements for federal permitting, field work, and analysis for permitting, modeling, and other activities related to designing and permitting the Project.
- E. The Fifth Phase of the Project consists of the Glade Reservoir geotechnical investigation and embankment design advancement, Glade Reservoir Construction Manager/General Contractor (CM/GC) design involvement, Highway 287 relocation thirty percent design and CM/GC design involvement, and completion of the Galeton Dam preliminary design.
- F. The Sixth Phase involves continued NISP conveyance delivery refinement, South Platte Water Conservation Project negotiations, land and easement definition and potential purchase, and potential advancement of time-sensitive mitigation activities.
- G. The Seventh Phase involves the development of a NISP Allotment Contract, financial project planning, legal defense of the Project permits, and overall project administration.
- H. It is necessary that the NISP Enterprise pursue Phases 3A, 5, 6, and 7 of the Project at this time in order to be able to complete the Project on the time schedule desired by the participants.

- I. Pursuing this Phases 3A, 5, 6, and 7 of the Project on behalf of the participants will require continued funding from the participants.

Agreement

1. The Participant agrees to participate in Phases 3A, 5, 6, and 7 of the Project, under and pursuant to the terms and conditions of this Agreement. The Participant acknowledges that it shares a common interest in development of the Project and that privileged material may be shared with the Participant from time to time. A description of Phase 3A, Phase 5, Phase 6, and Phase 7 is included in Exhibit A. Participation in these phases of the Project in no way obligates the Participant to participate in subsequent phases of the Project or to continue involvement in the Project in any manner.
2. For the purposes of cost allocation in Phase 3A, Phase 5, Phase 6, and Phase 7, the cost is based upon the Participant's base requested capacity divided by the total requested base Project yield. The Participant's initial base requested capacity in the Project is 3,500 acre-feet of water yield. Attached hereto as Exhibit B is a table showing the currently anticipated permitted capacity in the Project and the pro rata share of the costs of the Project for 2022 for each Participant. This Agreement shall not apply to costs covered by the NISP Phase I Agreement between the NISP Enterprise and the Participant. The Participant may request a reduction, but not an increase, in base requested capacity, which will be implemented by the NISP Enterprise so long as any increased costs of design, environmental studies, permitting or other matters are paid by the Participant pursuant to its pro-rata cost basis. If a reduction in the Participant's base requested capacity is made, the formula for allocation of costs among the participants shall be changed accordingly so that all participants bear a pro rata share of the Phase 3A, Phase 5, Phase 6, and Phase 7 costs of the Project after the change based on their final base requested capacities. For purposes of the environmental analysis for the Project, the Participant's permitted capacity in the Project is 3,500 acre-feet of water yield. In the event that the Participant's base requested capacity is increased or decreased, the Participant's permitted capacity shall be increased or decreased in the same percentage as the percentage increase or decrease of the base requested capacity.
3. The Participant agrees to provide to the NISP Enterprise funds for its pro rata share of the anticipated 2022 costs necessary for Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project. The NISP Enterprise estimates that the Participant's pro rata share of the costs of the Project is \$1,662,500 for 2022. The Participant will pay the NISP Enterprise its pro rata share of these 2022 costs on or before January 22, 2022. The NISP Enterprise will invoice the Participant for this payment. These estimated costs will not be increased or exceeded without the prior written approval of the Participant. Participant funds that are not expended during Phase 3A, Phase 5, Phase 6, and Phase 7 will be rebated back to each participant pro rata based on each participant's contribution of funds to the Project in Phase 3A, Phase 5, Phase 6, and Phase 7.
4. In the event that the Participant fails to make the payment set forth above at the specified time, the NISP Enterprise shall have the right to terminate this Agreement and cease all work on the Project for the benefit of the Participant. The NISP Enterprise shall give the Participant thirty (30) days' advance written notice of its intention to terminate this

Agreement and cease work on the Project for the Participant's benefit under this paragraph. The Participant shall have until the end of said 30-day period in which to make all past due payments in full in order to cure its default hereunder. The Participant shall in any event be responsible for its pro rata share of the 2022 costs of Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project actually incurred by the NISP Enterprise up to the date of termination of this Agreement.

5. The NISP Enterprise agrees to diligently pursue Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project in good faith to the extent that funds therefor are provided by the Participant under this Agreement and by other participants under similar agreements. By entering into this Agreement and accepting payments from the Participant, the NISP Enterprise does not obligate itself to, nor does the NISP Enterprise warrant that it will, proceed with the Project beyond Phase 7 or that it will construct or operate the Project. At the end of the Sixth Phase, the NISP Enterprise will determine after consultation with the participants whether to proceed with the Project. The NISP Enterprise agrees that, if the participants provide all required funding, if the NISP Enterprise has the ability, and if the Project is feasible and practical, it will pursue the construction and operation of the Project if requested to do so by a sufficient number of participants to fully fund the Project. In the event that the NISP Enterprise decides not to proceed with the Project, it will so notify the Participant and this Agreement will immediately and automatically terminate upon the giving of such notice.
6. In the event of termination of the Project, the Participant shall not be entitled to any return of funds paid to the NISP Enterprise for the Project, unless payments by participants exceed the NISP Enterprise's costs, in which case a pro rata refund will be made. In the event of such termination, the Participant shall be entitled to receive copies of any work products developed by the NISP Enterprise or its consultants on behalf of the Participant, and NISP Enterprise Board shall, in its sole discretion: (i) convey to the Participant, as a tenant in common with all other participants who have not been terminated under Paragraph 4 above, a pro rata interest in all real and personal property acquired by the NISP Enterprise for the Project with funds provided under this Agreement or similar agreements with other participants; or (ii) disburse to the Participants the proceeds of any sale of assets in proportion to each Participant's Cost Share.
7. The Participant shall have the right to assign this Agreement and the Participant's rights hereunder, with the written consent of the NISP Enterprise, which consent shall not be unreasonably withheld, to any person or entity that is eligible to receive water deliverable through the Project and that is financially able to perform this Agreement.
8. In the event that this Agreement is terminated for any reason, the Participant shall not be entitled to any return of any funds paid to the NISP Enterprise for the Project, and the NISP Enterprise shall have no further obligations to the Participant, except as provided in Paragraphs 3 and 6 above for those participants who have not been terminated under Paragraph 4 above.
9. Notwithstanding any other provision of this Agreement to the contrary, the Participant's maximum financial obligation under this Agreement shall be the payment of \$1,662,500 set forth in Paragraph 3 above. The Participant shall have the right to terminate this

Agreement at any time. In the event of such termination, each of the parties hereto shall be immediately released from all obligations recited herein as if this Agreement had not been entered into, except that the Participant shall be entitled to a return of funds paid to the NISP Enterprise as provided in Paragraph 8 above.

10. In the event that additional costs must be incurred for Phase 3A, Phase 5, Phase 6, and Phase 7 in 2022, the parties may amend this Agreement in writing to provide for further payment by the Participant of the costs for 2022. However, the Participant is not obligated under this Agreement to pay any costs for Phase 3A, Phase 5, Phase 6, and Phase 7 beyond the costs stated in Paragraph 3 above.
11. This Agreement shall be interpreted under the laws of the State of Colorado. Venue for any disputes concerning this Agreement shall be in the Weld County, Colorado, District Court.
12. Nothing in this Agreement shall be construed to waive the protections and immunities afforded the NISP Enterprise and the Participant under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., and any similar or successor statutes of the State of Colorado.
13. Except for the obligation to pay money, neither party shall be liable to the other party for any delay or inability to perform its obligations hereunder by reason of acts of God, acts of the public enemy, riot, civil commotion, insurrection, acts or failure to act of governmental authorities, war, pandemic, or any other cause or causes beyond the party's reasonable control.
14. This Agreement is the entire agreement between the NISP Enterprise and the Participant regarding participation in Phase 3A, Phase 5, Phase 6, and Phase 7 of the Project and shall be modified by the parties only by a duly executed written instrument approved by the Participant and the NISP Enterprise's Board of Directors.
15. This Agreement is subject to approval by the NISP Enterprise's Board of Directors and shall become binding on the NISP Enterprise only upon such approval.

CENTRAL WELD COUNTY WATER DISTRICT
WATER ACTIVITY ENTERPRISE,
organized pursuant to C.R.S. § 37-45.1-101 et seq., and owned by Central Weld County
Water District, a Colorado special district and quasi-municipal corporation

By: _____

Name: _____

Title: _____

**NORTHERN INTEGRATED SUPPLY PROJECT
WATER ACTIVITY ENTERPRISE**

By: _____

**Bradley D. Wind
General Manager**

EXHIBIT A
DESCRIPTION OF PHASE 3A, PHASE 5, PHASE 6, and PHASE 7
NORTHERN INTEGRATED SUPPLY PROJECT

Phase 3A consists of a continuation of the permitting work associated with NISP. The work in 2022 will largely be remaining efforts in support of the final 404 permit and Record of Decision, response to comments on the Final EIS, and mitigation development. Additionally, there will be work in support of the public information effort for NISP as well as overall Northern Water administration and legal support.

Phase 5 will consist of the Glade geotechnical investigation and embankment design advancement and Highway 287 relocation thirty percent design. Additionally, the Construction Management/General Contractor (CM/GC) will be provide design and planning support for Glade Reservoir. Work will also continue on the Highway 287 design development.

Phase 6 involves the following additional 2022 activities:

- NISP conveyance will continue to be refined including evaluation of Participant flow requirements, pipeline sizing and route refinement, delivery system exchange potential, C-BT exchange potential, conveyance cost estimating, and cost allocation methodology development.
- South Platte Water Conservation Project negotiations will be advanced with the affected ditch companies and shareholder cooperative agreements will be developed.
- Land and easement requirements will be more specifically identified.
- Mitigation plans will continue to be advanced and time sensitive mitigation activities will be pursued.

Phase 7 involves the following 2022 activities:

- Project financial planning
- Allotment contract development
- Legal defense of the Army Corps of Engineers 404 permit, the Larimer County 1041 Permit, and the Fort Collins Site Plan Advisory Review (SPAR) permit.

EXHIBIT B
PARTICIPANT YIELD AND COSTS
PHASE 3A, PHASE 5, PHASE 6, and PHASE 7

Northern Integrated Supply Project		Revised 12/2/2021
Revised Projected 2022 Expenditures		
Item	Year 2022	
Glade Design Activities	\$ 4,900,000	
Glade CMGC Design Support	\$ 5,500,000	
HW 287 Design Activities	\$ 1,000,000	
NISP Delivery Refinement	\$ 2,325,000	
River Intake Predesign and Design	\$ 300,000	
Environment & Mitigation	\$ 4,200,000	
WQ Sample Testing	\$ 200,000	
Northern Water Labor	\$ 1,400,000	
Legal	\$ 400,000	
Communications	\$ 100,000	
ROW-Land Appraisal/Title/Survey	\$ 200,000	
Pipeline Easements	\$ 1,000,000	
SPWCP Negotiations	\$ 200,000	
<u>Contingency/Other</u>	<u>\$ 1,275,000</u>	
Total	\$ 23,000,000	
Approximate Carry Over from 2021	\$ 4,000,000	
Total Due from Participants	\$ 19,000,000	

Participant	Project Yield (Acre-ft)	Percent of Project	2022 Budget
Central Weld Co. W.D.	3,500	8.75%	\$ 1,662,500
Dacono	1,250	3.13%	\$ 593,750
Firestone	1,300	3.25%	\$ 617,500
Frederick	2,600	6.50%	\$ 1,235,000
Eaton	1,300	3.25%	\$ 617,500
Erie	6,500	16.25%	\$ 3,087,500
Evans	1,200	3.00%	\$ 570,000
Fort Collins-Loveland. W.D.	3,400	8.50%	\$ 1,615,000
Fort Lupton	2,050	5.13%	\$ 973,750
Fort Morgan	3,600	9.00%	\$ 1,710,000
Lafayette	1,800	4.50%	\$ 855,000
Lefthand W.D.	4,900	12.25%	\$ 2,327,500
Morgan County Q.W.D.	1,300	3.25%	\$ 617,500
Severance	2,000	5.00%	\$ 950,000
Windsor	3,300	8.25%	\$ 1,567,500
Total	40,000	100.00%	\$ 19,000,000

INVOICE 9610

NISP, Northern Colorado Water Conservancy District

DATE: JANUARY 18, 2021

220 Water Avenue
Berthoud, CO 80513

Phone 800-369-7246 Fax 1-877-851-0017

TO Stan Linker
Central Weld County Water District
2235 2nd Avenue
Greeley, Colorado 80631-7203

PAYMENT TERMS	CONTACT PERSON	FEIN NUMBER				
Jan. 15 2022	Carl Brouwer	84-6000204				

		DESCRIPTION			TOTAL
		Eighteenth Interim Agreement Northern Integrated Supply Project (NISP) Please Note New Remittance Address: 220 Water Avenue Berthoud, CO 80513			\$1,662,500.00
				TOTAL	\$1,662,500.00

Please contact Carl Brouwer at 970-622-2298 if you have any questions.

Make all checks payable to Northern Water
THANK YOU!

BACKGROUND SUMMARY:

Per the executed WGFP Allotment Contract, CWCWD has a Capital C&E Funding Obligation in the amount of **\$2,279,752.48 paid on August 6, 2021.**

Chimney Hollow Reservoir, the key component to the Windy Gap Firming Project, will bring a reliable water supply to the 12 municipalities, water providers and utilities paying for its construction, as well as provide a much-needed recreation area to be managed by the Larimer County Department of Natural Resources. Chimney Hollow Reservoir will be located in a dry valley just west of Carter Lake in southwest Larimer County and will store 90,000 acre-feet of water from the Windy Gap Project for use by 12 participants, including Broomfield, Platte River Power Authority, Longmont, Loveland, Greeley, Erie, Little Thompson Water District, Superior, Louisville, Fort Lupton, Lafayette and Central Weld County Water District. Chimney Hollow Reservoir will make the Windy Gap water supply serving those participants more reliable and meet a portion of their long-term water supply needs.

Construction is anticipated to take four years and water will begin to be stored in the reservoir in 2025.

BOARD ACTION SUGGESTED:

As appropriate by Board.

Roxanne Garcia

From: Northern Water <northernwater@public.govdelivery.com>
Sent: Friday, November 12, 2021 1:26 PM
To: Roxanne Garcia
Subject: November 2021 Chimney Hollow Update

Caution! This message was sent from outside your organization.

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**Chimney Hollow
Reservoir Project**

E-Newsletter | November 2021



Panoramic view of the work at Chimney Hollow Reservoir on Nov. 9, 2021.

Reservoir Construction Moves to Full Speed

Construction continues to move forward at the Chimney Hollow Reservoir site southwest of Loveland. The contractor has increased to approximately 150 personnel onsite working on various aspects of the project. From the safety aspect, we are proud that there has been approximately 55,000 hours of injury free work.

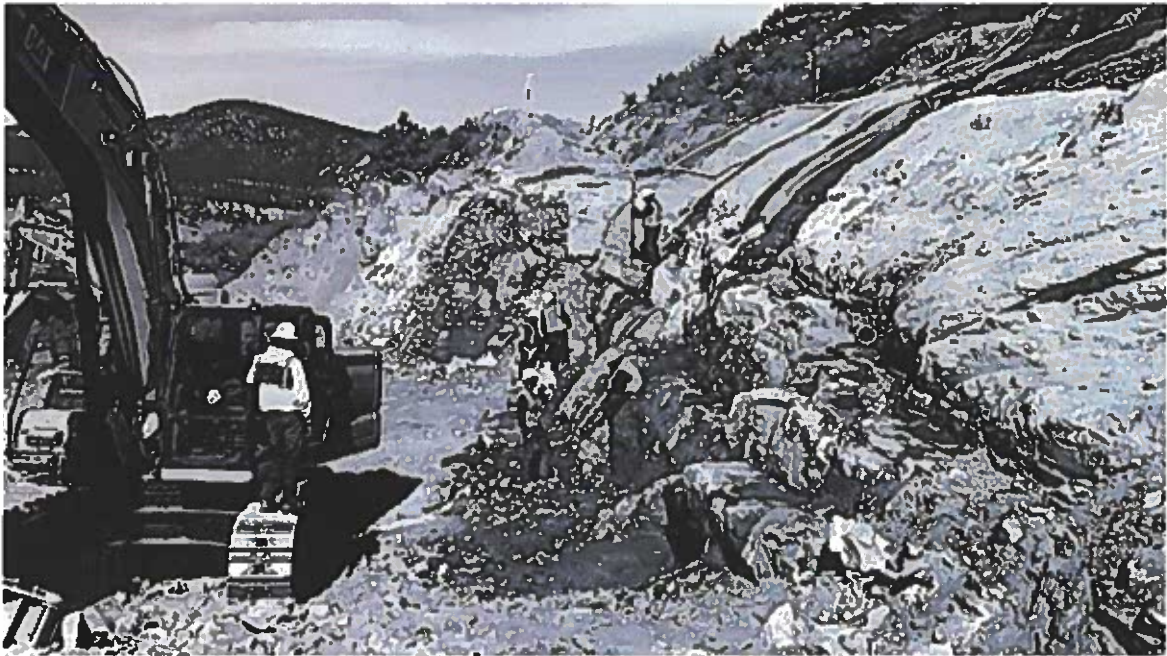
At the main dam site roughly 700,000 cubic yards of earth has been moved with approximately 50,000 cubic yards of earth moved at the saddle dam at the south end of the reservoir.

Excavation in the main dam has started to expose and clean the bedrock foundation, which is a key milestone for the project. In addition, construction has also started at the downstream tunnel portal so that tunneling can begin at the start of the new year. Ultimately, the tunnel will be used to get water in and out of the dam.

Each Monday we're posting an updated image to our [website](#) to show the progress on the project. Crews are also blasting several times a week at the main dam site and the quarry. A blasting schedule is available at [chimneyhollow.org](#).



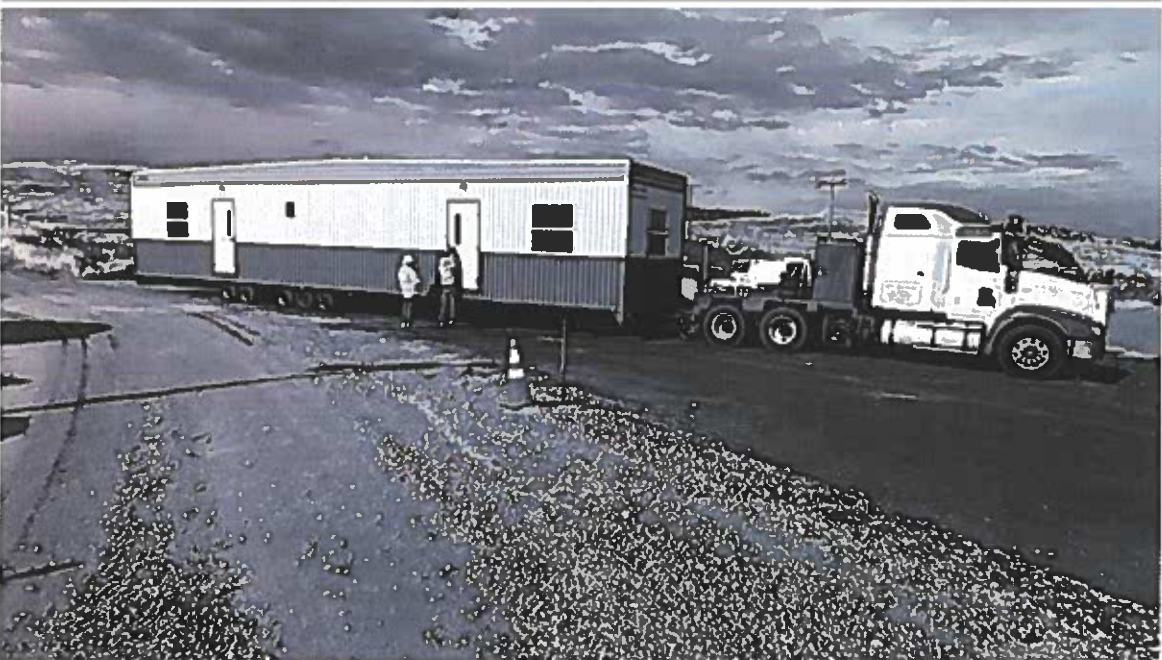
Excavation at the main dam has started to expose and clean the bedrock foundation.



Foundation cleaning and geologic mapping at the right abutment of the main dam.



Construction has started at the downstream tunnel portal so that tunneling can begin at the start of the new year. Ultimately, the tunnel will be used to get water in and out of the dam.



The first modular arrives on-site at the Chimney Hollow Reservoir Project.

Office Complex Taking Shape

The Chimney Hollow Reservoir Project modular office complex has started arriving on-site. The 20-plex will provide offices to Northern Water project staff, Barnard Construction, construction managers and others. Some employees will be able to begin working in the

modulars at the end of the month, with the majority of workers on-site in December. Until the complex is complete, Barnard Construction has been renting office space in Loveland.



Equipment of the Month

CAT D10T2 Dozer

This month's featured equipment is a CAT D10T2 dozer. The flywheel power on this large dozer is 600 HP and has an operating weight of 154,700 pounds. The dozer's height is 14 feet and more than 17 feet long.

Employee Spotlight - Jeremy Dueto

Northern Water Project Manager Jeremy Deuto joined Northern Water in May 2021 and is responsible for assisting in the management of Chimney Hollow Reservoir construction. Jeremy joined our team with 21 years of experience, having most recently worked for Aggregate Industries-WCR Inc. and its parent company LafargeHolcim, where he managed permitting applications and environmental compliance. Jeremy has a bachelor's degree in environmental geology. Jeremy spends most of his days working on-site with the construction team.



When asked what he enjoys most about the project he said, "I enjoy being heavily involved in a project that has a positive direct and significant impact to the community that I have called home for almost 30 years. This is such an important facility and I am lucky to have this legacy project in my backyard."

Stay Connected

Visit the Chimney Hollow Reservoir Project website for the latest news and project highlights.

Also, connect with us on Facebook and Twitter!



Website

Facebook

Twitter

About Chimney Hollow Reservoir

The Chimney Hollow Reservoir Project is a collaboration between 12 Northeastern Colorado water providers to improve the reliability of, or make firm, water supplies from the Windy Gap Project. Chimney Hollow Reservoir will be located just west of Carter Lake in Larimer County to provide dedicated storage to supply a reliable 30,000 acre-feet of water each year for future generations.

Northern Water

220 Water Ave. | Berthoud, CO 80513
800-369-RAIN (7246) | www.northernwater.org



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This email was sent to roxanne@cwcd.com using GovDelivery Communications Cloud on behalf of: Northern Water · 220 Water Ave · Berthoud, CO 80513



BACKGROUND SUMMARY:

Stan will present information at the meeting.

- 1 Lead and Copper Results – very good - high reading = 3.6 mg/l
- 2 DBP2's are on the rise and not sure why – doing some retesting then high velocity flushing and then more testing
- 3 AWWA Annual Conference – June 2022
- 4
- 5

BOARD ACTION:

Information Only.

**CARTER LAKE FILTER
PLANT MINUTES**
Item No. 6A (1-3)
December 16, 2021

BACKGROUND SUMMARY:

Please review the CLFP Minutes from November.

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, November 10, 2021. Attendance was as follows:

Board of Directors

Al Lind, President	Present
Ed Martens, Vice President	Present
Steven Brandenburg	Present-via Telephone Conference
Scott Meining	Present
Katie Strohauer	Present

Staff/Guests in Attendance

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

CALL TO ORDER:

President Lind called the meeting to order at 4:30 p.m.

DIRECTOR RESIGNATION:

The Board reviewed a resignation letter from Director McMurtrey due to a conflict of interest with the Board Membership of Employees policy.

A motion was made to accept the resignation of Director McMurtrey by Director Martens which was seconded by Director Strohauer. The motion carried.

After discussion, Director Martens nominated Director Strohauer for the position of Secretary/Treasurer which was seconded by Director Brandonberg. The motion carried.

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 October 13, 2021 Board meeting with corrections to Director Titles and the date header on page two was made by Director Martens and seconded by Director Meining. The motion carried.

FINANCIAL REVIEW:

The financial reports from October were reviewed.

A motion to approve the October 2021 financials as presented was made by Director Meining and seconded by Director Martens. The motion carried.

REVIEW OF PRE-TREATMENT DESIGN CONTRACT:

The Board reviewed the proposed contract with Burns & McDonnell Engineering Company. After discussion, the contract was signed by the Board President and the District Managers.

PROJECT UPDATE:

- Mr. Cook updated the Board on the progress of the 7-Million Gallon Storage Tank Project. The Tank project is nearing substantial completion. Mr. Cook explained the October pay application from Connell Resources was for a negative amount due to liquidated damages. The deduction will be applied to retainage upon Final Acceptance.
- Mr. Cook explained the process for putting the tank into service.
- Mr. Cook provided details regarding the sample station building that would be installed in November.

OPERATIONS AND MAINTENANCE REPORT:

- Mr. Whittet reviewed the O & M report for the month of October.

WATER QUALITY REPORT:

- Mr. Whittet reviewed the Water Quality report for October. All parameters were within acceptable limits.

2022 BUDGET HEARING:

Director Lind opened the 2022 Budget Hearing.

- **A motion was made by Director Martens to set the monthly fixed water rate to \$89,000.00 per month, per District, and the variable water rate to \$0.17 per 1,000 gallons. The motion was seconded by Director Meining. The motion carried.**
- **A motion for the Appropriation of Supplemental Sums of money for 2021 was made by Director Meining and seconded by Director Strohauer. The motion carried.**
- **A motion to Adopt the Budget for 2022 was made by Director Strohauer and seconded by Director Martens. The motion carried.**
- **A motion to appropriate the Sums of Money for 2022 was made by Director Meining and seconded by Director Martens. The motion carried.**

Mr. Whittet presented an updated Joint Capital Improvement Plan and indicated the estimated costs for Storage Tank painting would require further calculation due to new regulations concerning paint systems for water storage tanks.

The Budget Hearing was then closed.

MANAGER'S REPORT:

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

- The Board reviewed the proposed 2022 Board Meeting Schedule.

A motion was made to approve the 2022 Board Meeting Schedule as presented by Director Martens and seconded by Director Strohauer. The motion carried.

- Mr. Whittet presented an Engagement Letter from BDO to conduct audit services for the year 2021. There was discussion regarding an increase in fees. No action was taken.

DISTRICT MANAGER'S QUESTIONS AND COMMENTS:

There were no questions or comments.

DIRECTOR REPORTS:

There were no Director reports.

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

Respectfully Submitted,

Secretary

DRAFT

**CARTER LAKE FILTER
PLANT AGENDA**

Item No. 6B
December 16, 2021

BACKGROUND SUMMARY:

The agenda for December is attached.

BOARD ACTION:

Information Only.



Carter Lake Filter Plant

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

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

Plant Manager: Rick Whittet

Regular Board Meeting Agenda December 8, 2021 – 4:30 P.M.

1. **Call to Order**
2. **Motion for Executive Session:** To discuss personnel matters - Manager's review, pursuant to: § 24-6-402(4)(f), C.R.S.
3. **Public Comment on Non-Agenda Items**
4. **Review of Meeting Minutes of Prior Board Meeting** Page 2
5. **Financial Review** Page 6
6. **Project Update** Page 18
7. **Operations and Maintenance Report** Page 19
8. **Water Quality Report** Page 21
9. **Manager's Report** Page 22
10. **District Manager's Questions and Comments**
11. **Director Reports**
12. **Executive Session**
13. **Adjournment**

**CARTER LAKE FILTER
PLANT PROJECT UPDATE**
Item No. 6C (1-17)
December 16, 2021

BACKGROUND SUMMARY:

Financials	Year to date total revenue was more than budgeted and expenses are more than budgeted
South Plant	The new sampling station is installed and working.
North Plant	Membrane replacement on cells #4 & #5. Cell #3 is in progress.
Water Quality Testing	No violations.
7 MG Tank	The tank is complete and functional. There is one more payment due for the project. The contractor has been billed \$121,500 for liquidated damages.
Flows	Average daily demand for November was 10.1 MGD up from 9 MGD in 2020
Sequest	Notified of a chemical price increase from Sequest beginning 1/10/22
Pre Treatment	There will be a site walk through and discussion concerning piloting Dec 3rd

BOARD ACTION:

As appropriate by Board.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 5

SUBJECT: November Financial Review

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

ACTION REQUEST: Approval

- Review of November Financials:
 - Total revenue was \$169,499, which is \$650 more than budgeted.
 - Total expenses were \$220,447, which is \$100,960 more than budgeted mostly due to timing.
- Large check approvals

CARTER LAKE FILTER PLANT
Balance Sheet
As of November 30, 2021

12/01/21

Accrual Basis

	Nov 30, 21
ASSETS	
Current Assets	
Checking/Savings	
100500 · PETTY CASH	87.22
101000 · CASHBANK ACCOUNT	307,412.88
105000 · COLOTRUST SAVINGS	70,168.73
105100 · COLOTRUST ROOF FUNDS	0.13
Total Checking/Savings	377,668.96
Accounts Receivable	
110000 · ACCOUNTS RECEIVABLE	301,080.10
Total Accounts Receivable	301,080.10
Total Current Assets	678,749.06
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	41,392.58
124000 · PRE-TREATMENT PROJECT	0.01
124100 · 7MG STORAGE TANK	0.08
Total Fixed Assets	6,165,282.74
Other Assets	
126000 · INVENTORY	236,863.32
Total Other Assets	236,863.32
TOTAL ASSETS	7,080,895.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200000 · ACCOUNTS PAYABLE	269,884.70
Total Accounts Payable	269,884.70
Other Current Liabilities	
200200 · STATE WITHHOLDING TAX	2,150.00
202000 · ACCRUED COMP. ABSENCES	53,722.49

CARTER LAKE FILTER PLANT
Balance Sheet
As of November 30, 2021

12/01/21

Accrual Basis

	Nov 30, 21
202100 · ACCRUED WAGES PAYABLE	27,503.48
Total Other Current Liabilities	83,375.97
Total Current Liabilities	353,260.67
Total Liabilities	353,260.67
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	-313,724.64
Net Income	-130,140.83
Total Equity	6,727,634.45
TOTAL LIABILITIES & EQUITY	7,080,895.12

CARTER LAKE FILTER PLANT
Invoices to Districts
As of November 30, 2021

<u>Date</u>	<u>Invoice #</u>	<u>District</u>	<u>Memo</u>	<u>Amount</u>	<u>Paid</u>
11/30/2021	1731	LTWD	7MG TANK PROJECT	\$ 43,263.32	
11/30/2021	1732	CWCWD	7MG TANK PROJECT	\$ 43,263.32	
11/30/2021	1733	LTWD	D.O.V.E. UPGRADES	\$ 14,586.00	
11/30/2021	1734	CWCWD	D.O.V.E. UPGRADES	\$ 14,586.00	
11/30/2021	1735	LTWD	DRY CREEK - ELECTRICAL	\$ 1,122.41	
11/30/2021	1736	CWCWD	DRY CREEK - ELECTRICAL	\$ 1,122.41	
11/30/2021	1737	LTWD	WATER USAGE	\$ 80,659.07	
11/30/2021	1738	CWCWD	WATER USAGE	\$ 88,839.47	

TOTAL DISTRICT INVOICES \$ 287,442.00

TOTAL CURRENT ACCOUNTS RECEIVABLE \$ 287,442.00

CARTER LAKE FILTER PLANT
Profit & Loss Budget Overview
November 2021

12/01/21

Accrual Basis

	Nov 21	Budget	\$ Over Budget	Jan - Nov 21	YTD Budget	\$ Over Budget	Annual Budget
Income							
301000 · INCOME OPERATIONS	169,498.54	168,849.05	649.49	2,486,187.12	2,516,411.04	-30,223.92	2,685,525.22
302000 · INCOME MISCELLANEOUS	0.00			188.19			
302400 · INCOME INTEREST	14.40	17.91	-3.51	216.43	197.01	19.42	215.00
Total Income	169,512.94	168,866.96	645.98	2,486,591.74	2,516,608.05	-30,016.31	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	44.96			290.12			
501300 · FEES, LICENSES & DUES	52.03	200.00	-147.97	6,782.09	6,600.00	182.09	6,777.00
504200 · BOD MILEAGE	133.28	140.58	-7.30	1,567.76	1,546.41	21.35	1,687.00
506600 · OFFICE SUPPLIES	190.60	688.00	-497.40	4,277.63	7,568.00	-3,290.37	8,256.00
506700 · CUSTODIAL SUPPLIES	0.00	0.00	0.00	1,137.69	1,604.00	-466.31	1,604.00
506900 · FURNITURE	0.00	0.00	0.00	2,628.21	1,388.00	1,240.21	1,388.00
Total 501000 · ADMINISTRATIVE	420.87	1,028.58	-607.71	16,683.50	18,706.41	-2,022.91	21,212.00
501500 · TRAINING							
501600 · SEMINARS & FEES	0.00	0.00	0.00	8,850.90	6,000.00	2,850.90	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	0.00	0.00	0.00	9,630.90	7,800.00	1,830.90	7,800.00
502000 · LABORATORY							
502500 · SUPPLIES	4,399.85	0.00	4,399.85	12,027.56	12,938.00	-910.44	12,938.00
502700 · PROFESSIONAL SERVICES	0.00	0.00	0.00	3,517.68	7,022.00	-3,504.32	7,022.00
502800 · EQUIPMENT REPLACEMENT	0.00	0.00	0.00	30,313.90	36,100.00	-5,786.10	36,100.00
502900 · NEW EQUIPMENT	0.00	0.00	0.00	0.00	8,900.00	-8,900.00	8,900.00
Total 502000 · LABORATORY	4,399.85	0.00	4,399.85	45,859.14	64,960.00	-19,100.86	64,960.00
503200 · SOUTH PLANT CHEMICALS							
503202 · COAGULANT	0.00	0.00	0.00	89,006.90	94,500.00	-5,493.10	94,500.00
503203 · SEAQUEST	0.00	0.00	0.00	44,421.55	78,000.00	-33,578.45	78,000.00
503204 · CHLORINE	0.00	0.00	0.00	14,914.00	14,400.00	514.00	14,400.00
503205 · FLUORIDE	3,400.00	0.00	3,400.00	15,300.00	16,200.00	-900.00	16,200.00
503206 · FLOCULANT	0.00	0.00	0.00	0.00	4,752.00	-4,752.00	4,752.00
503207 · FERRIC SULFATE	20,563.20	0.00	20,563.20	60,824.40	78,000.00	-17,175.60	78,000.00
503208 · SODA ASH	0.00	0.00	0.00	45,827.25	56,000.00	-10,172.75	58,050.00
503209 · SODIUM CHLORITE	0.00	0.00	0.00	55,421.93	37,216.00	18,205.93	37,216.00
Total 503200 · SOUTH PLANT CHEMICALS	23,963.20	0.00	23,963.20	325,716.03	379,068.00	-53,351.97	381,118.00
503300 · NORTH PLANT CHEMICALS							
503302 · COAGULANT	0.00	0.00	0.00	53,799.60	51,000.00	2,799.60	51,000.00
503303 · SEAQUEST	0.00	0.00	0.00	103,898.40	78,000.00	25,898.40	78,000.00
503304 · CHLORINE	1,638.40	1,236.00	402.40	23,234.40	19,536.00	3,698.40	19,536.00
503305 · FLUORIDE	1,700.00	0.00	1,700.00	13,600.00	19,800.00	-6,200.00	19,800.00
503306 · CAUSTIC SODA	0.00	0.00	0.00	0.00	4,400.00	-4,400.00	4,400.00
503307 · FERRIC SULFATE	39,975.60	0.00	39,975.60	216,594.00	195,000.00	21,594.00	195,000.00
503308 · SODA ASH	0.00	0.00	0.00	69,517.80	72,900.00	-3,382.20	81,000.00
503309 · SODIUM CHLORITE	0.00	0.00	0.00	80,498.47	74,431.00	6,067.47	74,431.00
503310 · CLEAN-IN-PLACE	28,372.00	0.00	28,372.00	85,185.74	55,000.00	30,185.74	55,000.00
Total 503300 · NORTH PLANT CHEMICALS	71,686.00	1,236.00	70,450.00	646,328.41	570,067.00	76,261.41	578,167.00
504000 · PROFESSIONAL SERVICES							
504100 · CONTROL SYSTEM	0.00	1,200.00	-1,200.00	50,928.77	38,200.00	12,728.77	39,383.00
504200 · ELECTRICAL	0.00	1,242.66	-1,242.66	11,803.55	13,669.34	-1,865.79	14,912.00
504300 · FIRE & SECURITY	0.00	0.00	0.00	679.25	3,225.00	-2,545.75	3,225.00
504400 · BACK UP POWER	0.00	0.00	0.00	2,829.00	2,679.00	150.00	2,679.00
504500 · IT SUPPORT	62.50	126.17	-63.67	862.50	1,387.87	-525.37	1,514.00
504600 · ACCOUNTING	0.00	0.00	0.00	12,500.00	9,000.00	3,500.00	9,000.00
504800 · ENGINEERING	15.00	1,125.00	-1,110.00	25,942.39	19,750.00	6,192.39	20,875.00
504900 · LEGAL	787.50	206.50	581.00	8,527.50	2,271.50	6,256.00	2,478.00
Total 504000 · PROFESSIONAL SERVICES	865.00	3,900.33	-3,035.33	114,072.96	90,182.71	23,890.25	94,066.00
507000 · WATER QUALITY							
507100 · INORGANICS	0.00	0.00	0.00	478.50	310.00	168.50	310.00
507200 · CHLORITES	90.00	0.00	90.00	450.00	240.00	210.00	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	0.00	135.00	-135.00	1,220.00	1,485.00	-265.00	1,620.00
507800 · DISCHARGE	17.00	0.00	17.00	203.50	1,065.00	-861.50	1,065.00
507900 · OTHER	144.50	159.59	-15.09	1,290.00	1,755.43	-465.43	1,915.01
Total 507000 · WATER QUALITY	251.50	294.59	-43.09	3,642.00	6,355.43	-2,713.43	6,650.01
508000 · OPERATIONS & MAINTENANCE							
508600 · GENERAL SERVICES	12,088.23	6,815.41	5,272.82	68,454.60	74,969.59	-6,514.99	81,785.00
508700 · PARTS & SUPPLIES	4,950.07	5,541.67	-591.60	56,067.55	60,958.37	-4,890.82	66,500.00
508800 · TOOLS	0.00	0.00	0.00	4,384.30	5,465.00	-1,080.70	5,465.00
508900 · PROPERTY MAINTENANCE	0.00	0.00	0.00	24,443.95	28,965.00	-4,521.05	28,965.00
509000 · GARBAGE REMOVAL	0.00	175.00	-175.00	1,886.73	1,925.00	-38.27	2,100.00
510000 · FUELS							
510100 · DIESEL	0.00	0.00	0.00	2,461.96	2,000.00	461.96	2,000.00

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

12/01/21

Accrual Basis

	<u>Nov 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>Jan - Nov 21</u>	<u>YTD Budget</u>	<u>\$ Over Budget</u>	<u>Annual Budget</u>
510200 · GASOLINE	695.51	225.00	470.51	6,915.06	4,638.00	2,277.06	4,838.00
Total 510000 · FUELS	695.51	225.00	470.51	9,377.02	6,638.00	2,739.02	6,838.00
510300 · MILEAGE REIMBURSEMENT	0.00	31.50	-31.50	211.68	346.50	-134.82	378.00
510700 · CLOTHING	0.00	0.00	0.00	423.96	3,500.00	-3,076.04	3,500.00
510800 · SAFETY SUPPLIES	383.10	346.84	36.26	3,766.42	3,815.16	-48.74	4,162.00
512000 · FILTER PLANT HOUSE	4.98	0.00	4.98	9,389.20	10,000.00	-610.80	10,000.00
Total 508000 · OPERATIONS & MAINTENANCE	18,121.89	13,135.42	4,986.47	178,405.41	196,582.62	-18,177.21	209,693.00
511500 · VEHICLE MAINTENANCE							
511000 · 2000 DUMP TRUCK	-2.90			5,547.20			
511100 · JCB BACKHOE	481.91			481.91			
511400 · SMALL VEHICLES & ATTACHMENTS	0.00			-21.48			
511600 · 1997 FORD	0.00			25.00			
511900 · 2012 GMC	0.00			866.19			
511500 · VEHICLE MAINTENANCE - Other	0.00	657.18	-657.18	0.00	7,228.98	-7,228.98	7,886.00
Total 511500 · VEHICLE MAINTENANCE	479.01	657.18	-178.17	6,898.82	7,228.98	-330.16	7,886.00
513000 · UTILITIES							
505000 · COMMUNICATIONS							
505100 · TELEPHONE SERVICE	453.45	405.50	47.95	5,071.51	4,460.50	611.01	4,866.00
505200 · CELLULAR SERVICE	242.65	423.42	-180.77	2,805.80	4,657.58	-1,851.78	5,081.00
Total 505000 · COMMUNICATIONS	696.10	828.92	-132.82	7,877.31	9,118.08	-1,240.77	9,947.00
513100 · ELECTRICITY							
513600 · NORTH PLANT	10,005.56	9,500.00	505.56	106,889.30	107,500.00	-610.70	117,000.00
513700 · SOUTH PLANT	4,920.63	5,500.00	-579.37	50,600.32	63,000.00	-12,399.68	68,500.00
513800 · PLANT HOUSE	97.41	100.00	-2.59	1,253.64	1,355.00	-101.36	1,447.00
Total 513100 · ELECTRICITY	15,023.60	15,100.00	-76.40	158,743.26	171,855.00	-13,111.74	186,947.00
514000 · PROPANE							
514100 · NORTH PLANT	1,455.63	1,400.00	55.63	10,086.78	8,107.00	1,979.78	8,107.00
514200 · SOUTH PLANT	712.19	900.00	-187.81	6,312.05	9,844.00	-3,531.95	9,844.00
514300 · PLANT HOUSE	0.00	0.00	0.00	756.00	1,094.00	-338.00	1,094.00
Total 514000 · PROPANE	2,167.82	2,300.00	-132.18	17,154.83	19,045.00	-1,890.17	19,045.00
Total 513000 · UTILITIES	17,887.52	18,228.92	-341.40	183,775.40	200,018.08	-16,242.68	215,939.00
515000 · PAYROLL	55,438.96	56,349.00	-910.04	677,356.61	675,612.00	1,744.61	759,324.00
515500 · PAYROLL TAXES	4,241.08	4,311.00	-69.92	51,817.78	51,684.00	133.78	58,088.00
515600 · STATE UNEMPLOYMENT	0.00	0.00	0.00	2,250.46	2,278.00	-27.54	2,278.00
516100 · INSURANCE							
505500 · PROPERTY & LIABILITY	3,413.00	0.00	3,413.00	136,964.00	110,000.00	26,964.00	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	16,621.62	17,626.25	-1,004.63	181,566.92	193,888.75	-12,321.83	211,515.00
Total 516100 · INSURANCE	20,034.62	17,626.25	2,408.37	326,945.92	313,534.75	13,411.17	331,161.00
516500 · RETIREMENT CONTRIBUTION	2,657.94	2,720.17	-62.23	27,349.23	29,921.83	-2,572.60	32,642.00
Total Expense	220,447.44	119,487.44	100,960.00	2,616,732.57	2,613,999.81	2,732.76	2,770,984.01
Net Income	-50,934.50	49,379.52	-100,314.02	-130,140.83	-97,391.76	-32,749.07	-85,243.79

CARTER LAKE FILTER PLANT

Check Register

As of November 30, 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
101000		CASHBANK ACCOUNT		
24803	11/16/2021	EVOQUA WATER TECHNOLOGIES LLC	CHEMICALS	\$25,149.60
24806	11/16/2021	LOGICAL SYSTEMS, LLC	CONTROL SYSTEM EXPENSES	\$23,889.33
24791	11/1/2021	CEBT	EMPLOYEE INSURANCE	\$16,621.62
BILL PAY	11/11/2021	POUDRE VALLEY REA	UTILITIES - ELECTRIC	\$15,023.60
BILL PAY	11/16/2021	HARCROS CHEMICALS INC.	CHEMICALS	\$11,474.00
24805	11/16/2021	INGERSOLL RAND	PARTS & HARDWARE	\$3,470.23
24797	11/16/2021	BDO	ACCOUNTING SERVICES	\$3,125.00
24801	11/16/2021	CORE & MAIN	PARTS & HARDWARE	\$2,401.94
BILL PAY	11/5/2021	POUDRE VALLEY REA	DRY CREEK - ELECTRIC	\$2,247.12
BILL PAY	11/4/2021	CARDMEMBER SERVICE	CREDIT CARD PURCHASES	\$1,474.49
24812	11/18/2021	COLORADO DEPT OF REVENUE	WAGE WITHHOLDING	\$927.48
24808	11/16/2021	RANDOLPH W STARR, P.C.	LEGAL SERVICES	\$787.50
BILL PAY	11/16/2021	ELVINA AND YOUSAF LLC	FUELS - GASOLINE	\$695.51
24795	11/16/2021	ATLAS COPCO COMPRESSORS LLC	PARTS & HARDWARE	\$545.75
24804	11/16/2021	GOBLE SAMPSON ASSOCIATES	PARTS & HARDWARE	\$532.71
24809	11/16/2021	USABLUEBOOK	PARTS & HARDWARE	\$433.01
24793	11/1/2021	MUNICIPAL TREATMENT EQUIP	PARTS & HARDWARE	\$383.00
BILL PAY	11/9/2021	CENTURYLINK	COMMUNICATIONS - TELEPHONE	\$364.79
BILL PAY	11/30/2021	VERIZON	COMMUNICATIONS - CELLULAR	\$242.65
BILL PAY	11/5/2021	OFFICE DEPOT CREDIT PLAN	OFFICE SUPPLIES	\$178.35
24792	11/1/2021	GALLEGOS SANITATION	TRASH REMOVAL	\$161.74
BILL PAY	11/9/2021	CENTURYLINK	COMMUNICATIONS - TELEPHONE	\$88.66
24796	11/16/2021	BATTERIES PLUS	PARTS & HARDWARE	\$83.80
24799	11/16/2021	CINTAS CORPORATION	SAFETY SUPPLIES	\$72.79
24802	11/16/2021	CORKAT DATA SOLUTIONS	COMPUTER EXPENSE	\$62.50
24810	11/16/2021	WELD COUNTY HEALTH DEPT	WATER QUALITY	\$56.00
BILL PAY	11/16/2021	NAPA OF BERTHOUD	PARTS & HARDWARE	\$48.10
24807	11/16/2021	PRAIRIE MOUNTAIN MEDIA	LEGAL NOTICES	\$44.96
24798	11/16/2021	BERTHOUD ACE HARDWARE	PARTS & HARDWARE	\$32.45
24800	11/16/2021	CO DEPT HEALTH & ENV	WATER QUALITY	\$16.50

OPERATIONS TOTAL

\$110,635.18

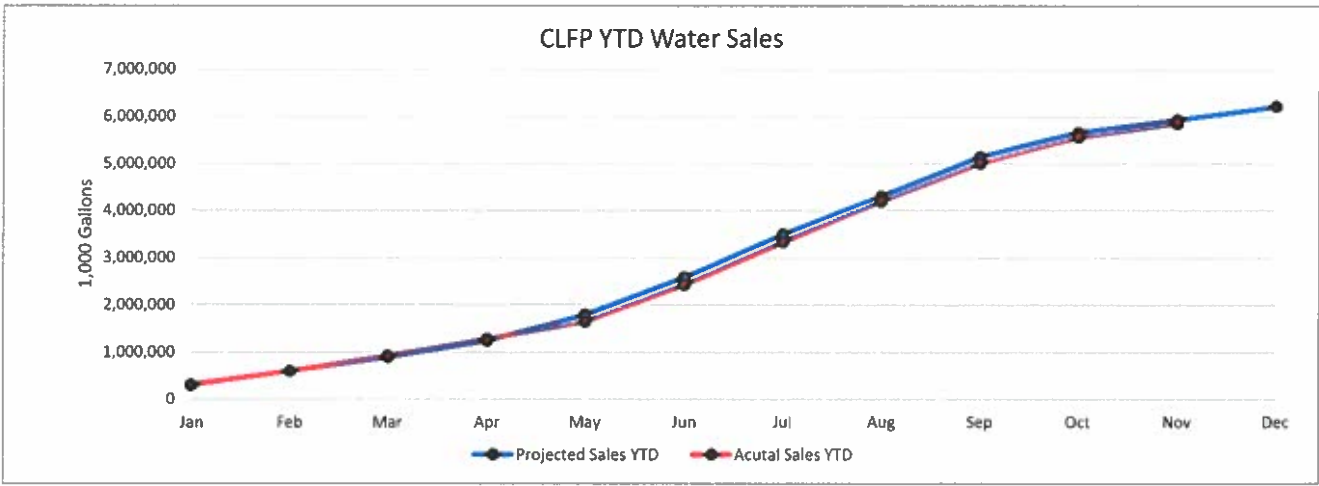
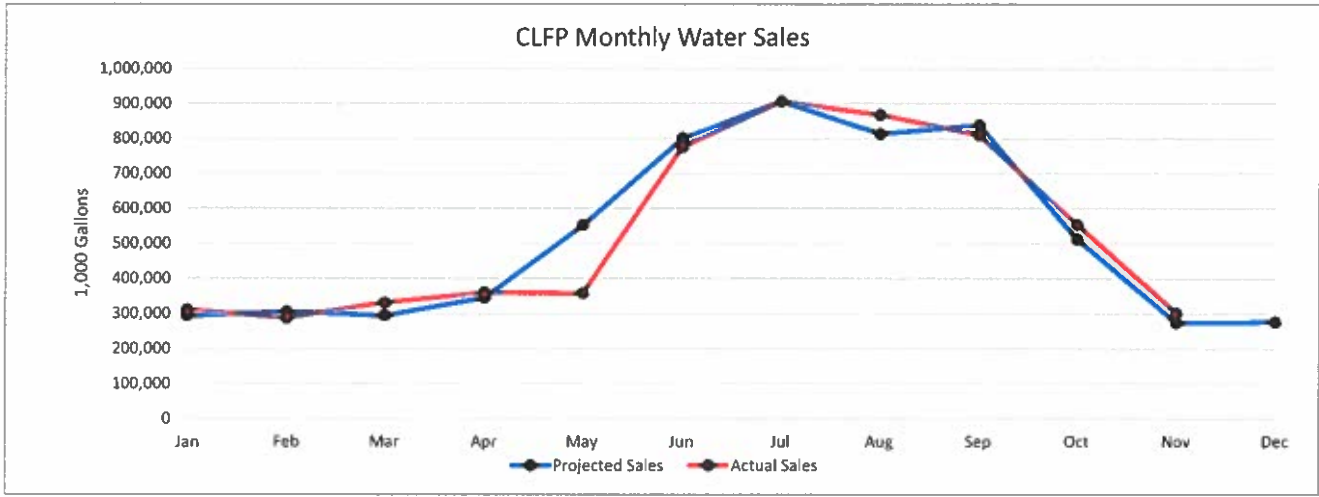
<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
	11/5/2021	DIRECT DEPOSIT	PAYROLL PERIOD 10/22/21-11/4/21	\$21,495.80
	11/19/2021	DIRECT DEPOSIT	PAYROLL PERIOD 11/5/21-11/18/21	\$20,969.85
DIRECT DEPOSIT	11/19/2021	LIND, ALBERT L	BOARD MEMBER REIMBURSEMENT	\$142.75
24881	11/19/2021	STROHAUER, KATIE	BOARD MEMBER REIMBURSEMENT	\$129.31
DIRECT DEPOSIT	11/19/2021	MEINING, T. SCOTT	BOARD MEMBER REIMBURSEMENT	\$125.95
DIRECT DEPOSIT	11/19/2021	MARTENS, ED	BOARD MEMBER REIMBURSEMENT	\$104.67
DIRECT DEPOSIT	11/19/2021	BRANDENBURG, STEVEN	BOARD MEMBER REIMBURSEMENT	\$92.35
ACH PAYMENT	11/5/2021	FEDERAL PR TAX	PAYROLL TAXES	\$6,417.36
ACH PAYMENT	11/19/2021	FEDERAL PR TAX	PAYROLL TAXES	\$6,637.80
ACH PAYMENT	11/5/2021	COLORADO PR TAXES	PAYROLL TAXES	\$2,113.00
24794	11/1/2021	LINCOLN NATIONAL LIFE	457 CONTRIBUTION	\$3,277.94

PAYROLL TOTAL

\$61,506.78

Carter Lake Filter Plant Operations Fund Summary - 2021

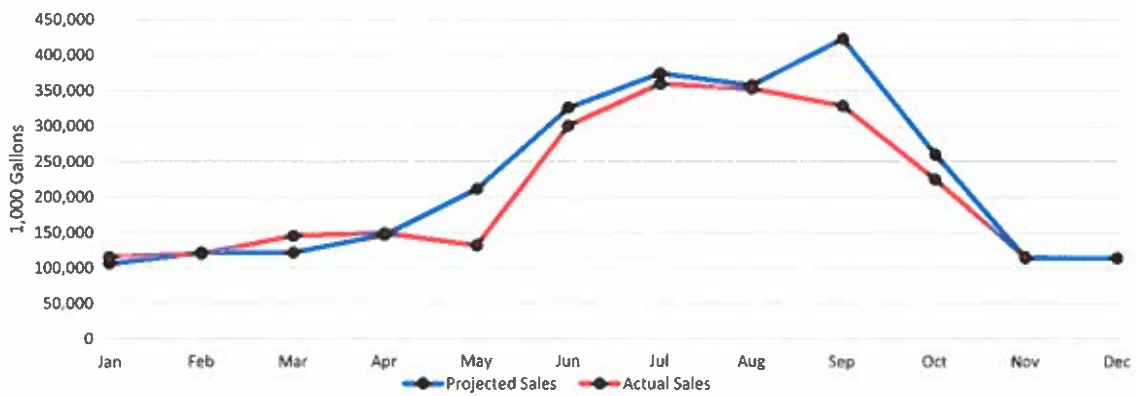
Month	Water Sales (1,000 Gallons)		Dollars Billed		Expenses		Net Gain / Loss	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Jan	294,370	310,740	\$190,156	\$192,611	\$434,433	\$395,968	(\$244,277)	(\$203,357)
Feb	306,723	287,278	\$223,794	\$223,794	\$134,743	\$140,614	\$89,051	\$83,180
Mar	294,904	330,974	\$223,794	\$223,794	\$150,831	\$161,283	\$72,963	\$62,511
Apr	346,027	360,171	\$223,794	\$223,794	\$222,896	\$196,005	\$897	\$27,789
May	553,690	358,193	\$229,054	\$199,729	\$332,285	\$303,123	(\$103,231)	(\$103,394)
Jun	802,402	777,201	\$266,360	\$262,580	\$199,103	\$215,301	\$67,257	\$47,279
Jul	907,670	907,865	\$282,151	\$282,180	\$267,564	\$264,227	\$14,587	\$17,952
Aug	814,544	868,757	\$249,935	\$254,659	\$317,948	\$313,347	(\$68,013)	(\$58,688)
Sep	840,498	810,469	\$253,828	\$245,916	\$171,261	\$190,443	\$82,566	\$55,473
Oct	512,966	555,246	\$204,698	\$207,632	\$263,436	\$209,908	(\$58,738)	(\$2,276)
Nov	273,972	301,020	\$168,849	\$169,499	\$119,486	\$182,086	\$49,363	(\$12,587)
Dec	0	0	\$0	\$0	\$0	\$0	\$0	\$0
YTD Total	5,947,763	5,867,914	\$2,516,411	\$2,486,187	\$2,613,986	\$2,572,306	(\$97,575)	(\$86,119)

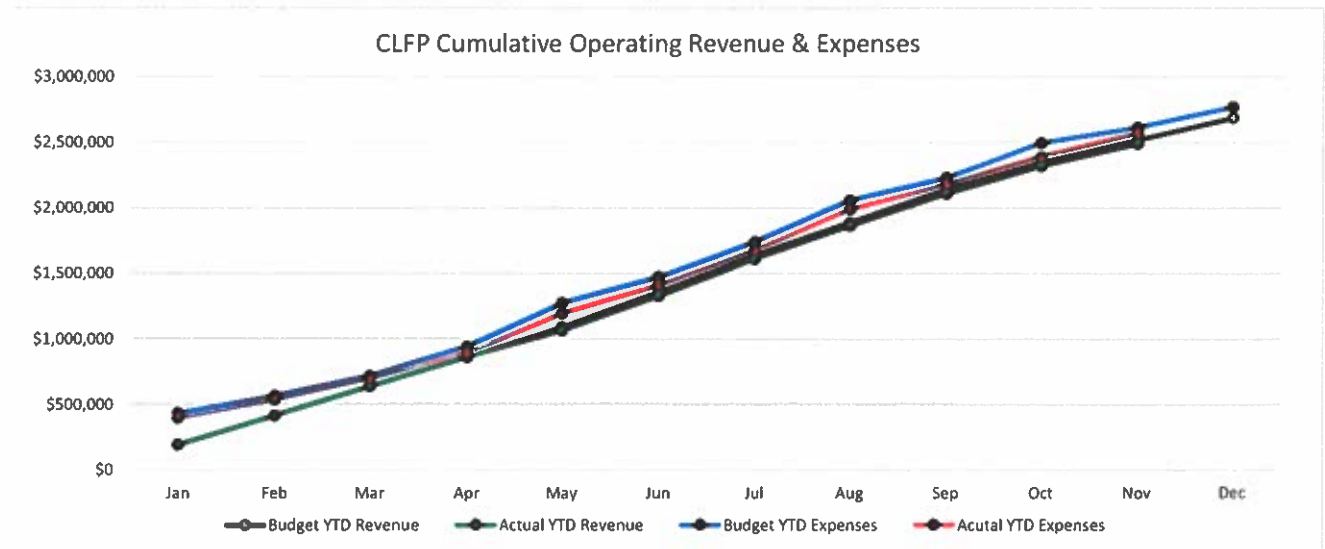
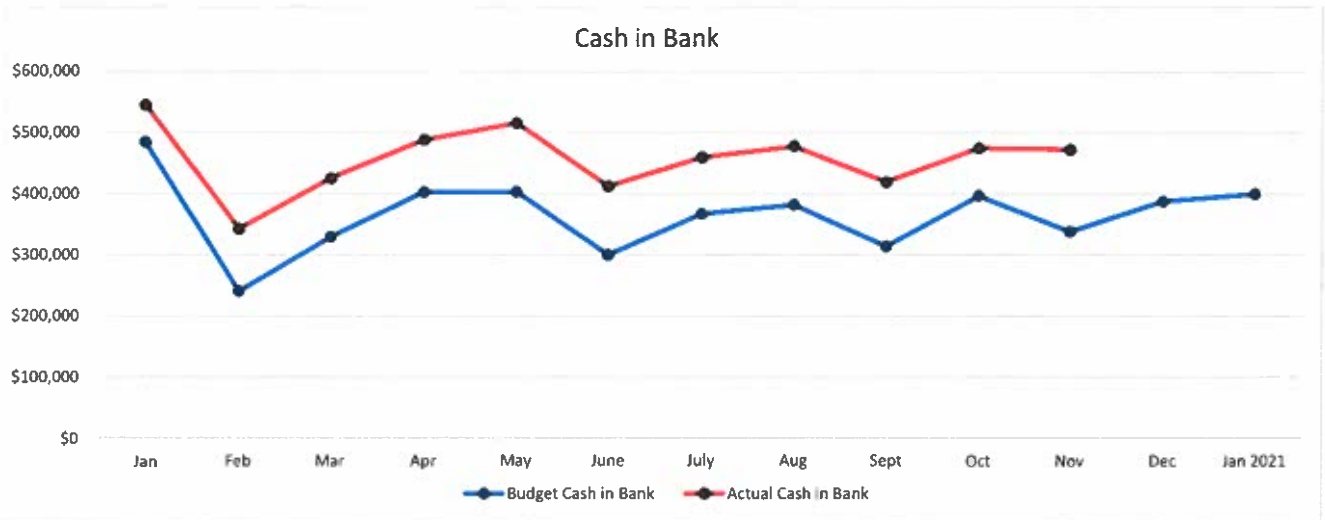


CWCWD Monthly Water Sales



LTWD Monthly Water Sales

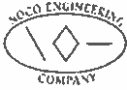




Carter Lake Filter Plant Actual Usage and Billing - 2021

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	149,111	529,177	223,307	784,894	255,717	\$73,000.00	\$33,496.00	\$106,496.00	\$409,734.07
May	131,814	660,991	131,814	916,708	255,717	\$73,000.00	\$19,772.09	\$92,772.09	\$502,506.16
Jun	300,777	961,768	300,777	1,217,485	255,717	\$73,000.00	\$45,116.52	\$118,116.52	\$620,622.68
Jul	360,422	1,322,190	360,422	1,577,907	255,717	\$73,000.00	\$54,063.36	\$127,063.36	\$747,686.04
Aug	353,584	1,675,774	289,655	1,867,562	191,788	\$73,000.00	\$43,448.24	\$116,448.24	\$864,134.28
Sep	329,050	2,004,825	265,121	2,132,683	127,858	\$73,000.00	\$39,768.19	\$112,768.19	\$976,902.46
Oct	224,875	2,229,699	160,945	2,293,629	63,929	\$73,000.00	\$24,141.82	\$97,141.82	\$1,074,044.28
Nov	114,990	2,344,689	51,060	2,344,689	0	\$73,000.00	\$7,659.07	\$80,659.07	\$1,154,703.35
Dec	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	2,344,689		2,344,689			\$803,000.00	\$351,703.35	\$1,154,703.35	

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	211,060	759,986	295,318	1,081,722	321,736	\$73,000.00	\$44,297.77	\$117,297.77	\$454,258.24
May	226,379	986,365	226,379	1,308,101	321,736	\$73,000.00	\$33,956.86	\$106,956.86	\$561,215.10
Jun	476,424	1,462,789	476,424	1,784,525	321,736	\$73,000.00	\$71,463.63	\$144,463.63	\$705,678.73
Jul	547,443	2,010,232	547,443	2,331,967	321,736	\$73,000.00	\$82,116.39	\$155,116.39	\$860,795.12
Aug	515,173	2,525,405	434,739	2,766,706	241,302	\$73,000.00	\$65,210.85	\$138,210.85	\$999,005.97
Sep	481,419	3,006,823	400,985	3,167,691	160,868	\$73,000.00	\$60,147.70	\$133,147.70	\$1,132,153.67
Oct	330,371	3,337,195	249,937	3,417,629	80,434	\$73,000.00	\$37,490.62	\$110,490.62	\$1,242,644.28
Nov	186,030	3,523,225	105,596	3,523,225	0	\$73,000.00	\$15,839.47	\$88,839.47	\$1,331,483.75
Dec	0	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00
Total	3,523,225		3,523,225			\$803,000.00	\$528,483.75	\$1,331,483.75	



Memorandum

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

Attn: Board of Directors
Date: December 1, 2021

Projects:

7.0 MG Storage Tank:

- The storage tank is complete and is functional.
- There is one more payment due for the project which is the final retainage (\$301,027.95).
- Overall, the contractor has been billed \$121,500 for liquidated damages.

North Plant:

- Nothing to report.

South Plant DOVE Report:

- The new sampling station is installed and is working. The work was completed before the timeline of December 1, 2021.

Pretreatment System:

- Will have something to report at the board meeting.



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 7

SUBJECT: November Operations and Maintenance Report

STAFF: Darrell Larson, Plant Superintendent

ACTION REQUEST: None, informational item

Flows

- Average daily demand for November was 10.1 MGD up from 9.1 MGD in 2020.

North Plant

- Normal Operations- Membrane replacement on cell's 4 and 5 are complete. Cell 3 is in progress.

South Plant

- Normal Operations-Annual filter maintenance underway.

New Sample Station (photos attached)





Carter Lake Filter Plant



End of Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 8

SUBJECT: November 2021 Water Quality Report

STAFF: Justin Kane, Lead Operator and Darrell Larson, Plant Superintendent

ACTION REQUEST: None, informational item.

CLFP Finished Water Quality Summary for November 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	180
Turbidity – South Plant	ntu	< 0.10	0.05		1.0	171
Free Chlorine	mg/L	1.1 – 1.2	Avg. 1.10	Min. 1.0	0.2 – 4.0	180
pH	su	7.6	7.6		TT	60
Fluoride	mg/L	0.8	0.69		4.0	30
Chlorine Dioxide	mg/L	< 0.20	0.0		0.80	30
Chlorite	mg/L	< 0.50	0.38		1.0	30
Reactive Phosphate (PO ₄ ³⁻)	mg/L	0.2 – 0.3	0.24		n/a	60
Temperature	°F	n/a	53°		n/a	30
Total Organic Carbon	mg/L	< 2.0	1.72		TT	60

End Report



Carter Lake Filter Plant

AGENDA ITEM SUMMARY

ITEM NUMBER: 9

SUBJECT: November Manager's Report

STAFF: Rick Whittet, Plant Manager

ACTION REQUEST: None, informational item.

I took some leave time in November due to a family member having Covid. Everyone is healthy and I returned to work earlier this week.

Pre-Treatment Project

The contract was awarded to Burns & McDonnell. We have a meeting scheduled for Friday December 3rd for a site walkthrough and discussion concerning piloting. Josh Cook and Bob Reed plan to attend.

Safety Training

In November, the operators were trained on back and ladder safety.

Our last lost time accident was in March of 2017.

Job Openings

I made a conditional offer of employment to Kyle Davis, and he declined the offer. He indicated he was going to finish his degree. I will continue searching as time allows.

Upcoming Items

Brian will be having major surgery in January, I expect he will be in recovery for 6 weeks.

CLFP Christmas Lunch/Bowling is scheduled for December 19th at the Summit in Windsor.

Holiday Bonus

The holiday bonus is traditionally given as a thank you from the Board to the Plant staff. Last year, the Board approved a bonus of \$1,500 before taxes. I would ask the Board to consider giving a bonus to the staff for their efforts and continued dedication to the Plant.

TAP FEE AGREEMENTS

Item No. 7A

December 16, 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	Jonie & Seth Nordhausen	Budget 5/8"	Lot 138 Beebe Draw
2	WCR 19-20 LLC (R.Johnson)		Extension Contract
3	Oscar Hera	Quarter 5/8"	CR 25.5 & 40
4	Timothy & Linda Proud	Budget 5/8"	Lot 11 Thunder Valley
5			
6			
7			
8			
9			
10			
11			

District taps sold in 2021:

	Qtr	Budget	5/8"	3/4"	1"	1.5"	2"		Qtr	Budget	5/8"	3/4"	1"	1.5"	2"
January	0	3	0	0	0	0	0	July	0	1	0	0	0	0	0
February	0	2	0	0	0	0	0	August	1	2	9	1	0	0	0
March	0	2	0	0	0	0	0	September	0	0	0	0	0	0	0
April	0	0	4	0	0	0	0	October	0	2	1	0	0	0	0
May	1	4	1	0	0	0	0	November	0	1	0	0	0	0	0
July	0	3	2	0	0	0	0	December							
TOTAL	1	14	7	0	0	0	0	TOTAL	2	20	17	1	0	0	0

The following taps have been purchased in the Towns for 2021:

TOWN TAPS	5/8"	3/4"	1"	1.5"	2"	3"
Dacono	3		1			
Firestone	107	5	6	3		
Frederick	251	3	4			
Kersey	2					
TOTAL	363	8	11	3		

BOARD ACTION SUGGESTED:

Approve Tap Fee Agreements.

BACKGROUND SUMMARY:

Submitted for your approval is the 2022 Budget and Resolution. In accordance with State Law, the Board must approve the Resolution to Appropriate Sums of Money by December 31, 2021, adopt the 2022 Budget, and approve a Resolution to adopt the 2022 Budget.

The proposed budget was presented to the Board in September, October, and November. The required notice has been published in the newspaper and on the District's website.

BOARD ACTION:

- 1) Approve the Resolution for Supplemental Budget and Appropriation for 2022.
- 2) Approve the Resolution to Adopt 2022 Budget
- 3) Adopt the 2022 Budget
- 4) Approve the Resolution to Appropriate Sums of Money.

2022 BUDGET
Item No. 7B (1-8)
December 16, 2021

ITEMS	ACTUAL TO	PROJECTED	BUDGET	BUDGET
BEGINNING BALANCE	11/30/2021	12/31/2021	2021	2022
Reserves	11,416,798	12,175,000	21,300,000	12,021,472
Restricted	825,000	825,000	825,000	825,000
TOTAL	12,241,798	13,000,000	22,125,000	12,846,472
OPERATING REVENUES:				
Water Service Rates Rec'd	5,744,419	5,800,000	4,600,000	6,200,000
Surcharge Rates Billed	1,889,464	1,900,000	1,750,000	1,600,000
Bulk Water Sales	237,431	242,000	195,000	246,000
Miscellaneous	73,828	75,000	70,000	90,000
TOTAL	7,945,142	8,017,000	6,615,000	8,136,000
Non-Operating Revenues:				
Revenue from Bond	47,906,935	48,000,000	57,000,000	47,800,000
Water Storage Revenue	300,000	300,000	0	600,000
Interest	57,886	61,000	225,000	80,000
TOTAL	48,264,821	48,361,000	57,225,000	48,480,000
Contributions:				
Tap Fees	5,558,560	5,600,000	6,000,000	6,000,000
Raw Water	317,450	350,000	500,000	350,000
Advance for Construction	145,395	150,000	215,000	175,000
TOTAL	6,021,405	6,100,000	6,715,000	6,525,000
TOTAL REVENUES	62,231,368	62,478,000	70,555,000	63,141,000
OPERATING EXPENSES:				
Salaries	897,615	976,000	896,000	1,015,000
Overtime/Sick/Bonus pay	0	68,500	55,000	75,000
Office/Warehouse Expense	215,022	260,000	271,000	239,000
Office/Field Utilities	45,931	57,000	52,000	53,000
Professional Fees	194,167	200,000	225,000	239,000
Insurance	201,761	360,000	259,000	385,000
Director Fees/Board Expense	5,033	6,500	6,500	6,500
Payroll Taxes	71,110	79,000	71,000	80,000
Water Assessments	354,693	355,000	335,000	356,000
Operations and Maintenance	836,115	1,050,000	900,000	925,000
Carter Lake Filter Plant	1,375,792	1,475,000	1,460,000	1,650,000
Water Rental	0	0	100,000	100,000
Automotive	65,879	70,000	71,000	67,000
Dry Creek Reservoir	23,838	25,000	50,000	30,000
Depreciation	2,100,000	2,100,000	2,100,000	2,100,000
TOTAL	6,386,956	7,082,000	6,851,500	7,320,500
DEBT RETIREMENT:				
Revenue Bond Repayment	3,375,728	3,376,000	3,510,000	3,510,000
TOTAL	3,375,728	3,376,000	3,510,000	3,510,000

2022 BUDGET
Item No. 7B (1-8)
December 16, 2021

ITEMS	ACTUAL TO 11/30/2021	PROJECTED 12/31/2021	BUDGET 2021	BUDGET 2022
CAPITAL IMPROVEMENTS:				
New Construction	1,517,517	1,600,000	850,000	850,000
Filter Plant	2,084,891	2,255,000	3,000,000	5,000,000
Chlorine Booster Stations	0	0	0	100,000
Frederick 30" WL design/construction	0	0	300,000	2,000,000
Rate Study/Master Plan	0	0	24,000	24,000
SCADA System - Telemetry	2,948	3,000	100,000	100,000
NISP	1,277,500	1,277,500	1,277,500	1,662,500
GIS/GPS Map Updates	122,226	130,000	140,000	140,000
Windy Gap Firming	2,605,168	2,605,168	2,352,000	75,000
Easements/Land/Building	0	0	5,000	2,000,000
Water Rights	19,596,595	19,700,000	6,000,000	1,000,000
Office/Field/Tank Equipment	137,364	155,000	100,000	125,000
TOTAL	27,351,799	27,725,668	14,148,500	13,076,500
TOTAL EXPENSES	37,114,483	38,183,668	24,510,000	23,907,000
			Depreciation	-2,100,000
			Exp less Depr	21,807,000
			Less Revenue	63,141,000
			<u>Exp vs Revenue</u>	<u>41,334,000</u>

CENTRAL WELD COUNTY WATER DISTRICT
2022 BUDGET REPORT
January 1, 2022 - December 31, 2022

ITEMS	ACTUAL 2020	PROJECTED 2021	BUDGET 2022
BEGINNING BALANCE			
RES. FUT. CASH EXP.			
Reserves	23,547,891	12,175,000	12,021,472
Restricted	825,000	825,000	825,000
TOTAL	24,372,891	13,000,000	12,846,472
REVENUES:			
Water Service	5,031,931	5,800,000	6,200,000
Surcharge Rates Billed	1,700,568	1,900,000	1,600,000
Bulk Water Sales	293,552	242,000	246,000
Miscellaneous	119,286	75,000	90,000
TOTAL	7,145,337	8,017,000	8,136,000
Non-Operating Revenues:			
Revenue from Bond	57,000,000	48,000,000	47,800,000
Water Storage Revenue	0	300,000	600,000
Interest	166,351	61,000	80,000
TOTAL	57,166,351	48,361,000	48,480,000
Contributions			
Tap Fees	7,505,260	5,600,000	6,000,000
Raw Water Fee	802,260	350,000	350,000
Advance for Construction	215,611	150,000	175,000
TOTAL	8,523,131	6,100,000	6,525,000
TOTAL REVENUES	72,834,819	62,478,000	63,141,000
OPERATING EXPENSES:			
Salaries	854,164	976,000	1,015,000
Overtime/Sick/Bonus Pay	44,500	68,500	75,000
Office/Warehouse Expense	272,045	260,000	239,000
Office/Field Utilities	50,208	57,000	53,000
Professional Fees	178,099	200,000	239,000
Insurance	356,310	360,000	385,000
Director Fees/Board Expense	5,804	6,500	6,500
Payroll Taxes	77,311	79,000	80,000
Water Assessments	335,084	355,000	356,000
Operations and Maintenance	1,178,723	1,050,000	925,000
Carter Lake Filter Plant	1,329,247	1,475,000	1,650,000
Water Rental	0	0	100,000
Automotive	64,219	70,000	67,000
Dry Creek Reservoir	43,987	25,000	30,000
Depreciation	2,010,000	2,100,000	2,100,000
TOTAL	6,799,701	7,082,000	7,320,500
DEBT RETIREMENT:			
Revenue Bonds	0	3,376,000	3,510,000
TOTAL	0	3,376,000	3,510,000

CENTRAL WELD COUNTY WATER DISTRICT
2022 BUDGET REPORT
January 1, 2022 - December 31, 2022

ITEMS	ACTUAL 2020	PROJECTED 2021	BUDGET 2022
CAPITAL IMPROVEMENTS:			
New Construction	1,750,376	1,600,000	850,000
Filter Plant	2,624,995	2,255,000	5,000,000
Rate Study/Master Plan	0	0	24,000
SCADA System - Telemetry	2,965	3,000	100,000
NISP	0	1,277,500	1,662,500
Frederick 30" waterline design	0	0	2,000,000
GIS/GPS Map Updates	132,943	130,000	140,000
Windy Gap Firming	43,219	2,605,168	75,000
Country Estates MM	140,007	0	0
Easements/Land/Building	0	0	2,000,000
Water Rights	3,944,600	19,700,000	1,000,000
Office/Field/Tank Equipment	95,407	155,000	125,000
	8,734,512	27,725,668	12,976,500
TOTAL EXPENSES	15,534,213	38,183,668	23,807,000
Emergency	0	0	0
Emergency Reserves	825,000	825,000	825,000
Reserve for Future Cash Expenditures	14,709,213	37,358,668	22,982,000
ENDING BALANCE	0	0	0

I hereby certify that the above is a true and correct copy of the 2022 Budget, approved and passed by the Board of Directors of Central Weld County Water District, Weld County, Colorado, this 16th day of December, 2021.

Katie Strohauser, Secretary-Treasurer

**CENTRAL WELD COUNTY WATER DISTRICT
RESOLUTION TO ADOPT BUDGET**

A RESOLUTION SUMMARIZING EXPENITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE CENTRAL WELD COUNTY WATER DISTRICT, WELD COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2022 AND ENDING ON THE LAST DAY OF DECEMBER, 2022.

WHEREAS, the Board of Directors of Central Weld County Water District has appointed Stan Linker, District Manager to prepare and submit a proposed budget to said governing body at the proper time, and;

WHEREAS, Stan Linker, District Manager has submitted a proposed budget to this governing body on September 23, 2021, for its consideration, and;

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on September 23, 2021, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

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

That estimated expenditures for each fund are as follows:

General Fund:	
Current Operation Expenses	\$ 7,320,500
Capital Outlay	\$ 12,976,500
Debt Service	\$ 3,510,000
Emergency Reserves	\$ 825,000
Bond Reserves	\$ 47,800,000
Reserve for Future Cash Expenditures	\$ 22,982,000
TOTAL GENERAL FUND	\$ 95,414,000

That estimated revenues for each fund are as follows:

General Fund:	
From unappropriated surpluses	\$ 32,273,000
From sources other than general property tax	\$ 63,141,000
TOTAL GENERAL FUND	\$ 95,414,000

RESOLUTION TO ADOPT BUDGET - Continued

That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of CENTRAL WELD COUNTY WATER DISTRICT for the year stated above.

That the budget hereby approved and adopted shall be signed by the President and the Secretary-Treasurer and made a part of the public records of the District.

ADOPTED, this 16th day of December, AD, 2021.

James W. Park, President

Attest:

Katie Strohauer, Secretary-Treasurer

SEAL

CENTRAL WELD COUNTY WATER DISTRICT
RESOLUTION TO APPROPRIATE SUMS OF MONEY

A RESOLUTION APPROPRIATING SUMS OF MONEY OF THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNTS AND FOR THE PURCHASE AS SET FORTH BELOW, FOR THE CENTRAL WELD COUNTY WATER DISTRICT, WELD COUNTY, COLORADO, FOR THE 2022 BUDGET YEAR.

WHEREAS, the Board of Directors has adopted the annual budget in accordance with the Local Government Budget Law, on December 16, 2021, and;

WHEREAS, the Board of Directors has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, the 2021 valuation for assessment for the Central Weld County Water District as certified by Weld County Assessors: **\$1,341,382,444** and that for the purpose of meeting all general operating expenses, capital expenditures, and bonds and interest during the **2022** budget year, there is hereby levied a tax of **-0- mills** upon each dollar of the total valuation for assessment of all taxable property with the District for **2022**

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, so as not to impair the operations of the District.

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

That the following sums are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated:

Current Operation Expenses	\$	7,320,500
Capital Outlay	\$	12,976,500
Debt Service	\$	3,510,000
Emergency Reserves	\$	825,000
Bond Reserves	\$	47,800,000
Reserve for Future Cash Expenditures	\$	22,982,000
TOTAL GENERAL FUND	\$	95,414,000

ADOPTED, this 16th day of December, AD, 2021.

James W. Park, President

SEAL

Attest:

Katie Strohauser, Secretary-Treasurer

CENTRAL WELD COUNTY WATER DISTRICT
RESOLUTION/ORDINANCE FOR SUPPLEMENTAL BUDGET
and APPROPRIATION (pursuant to Section 29-1-109, C.R.S.)

A Resolution/Ordinance appropriating additional sums of money
to defray expenses in excess of amounts budgeted for the
Central Weld County Water District, Weld County, Colorado.

WHEREAS, Central Weld County Water District had unanticipated expenses for
Water Right purchases as an expense to Capital Outlay.

WHEREAS, the Board of Directors has made provision therein for revenues in an amount equal to
or greater than the total proposed expenditures as set forth in said budget, and;

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

Section 1.

That the **2021** appropriation for **Capital Outlay** is hereby increased from:

\$ 14,148,500 to \$ 27,725,668 The additional
\$ 13,577,168 was derived from operating revenues which included

a revenue increase from a rate increase and surcharge increase. The Capital Outlay increased
due to the purchase of additional water rights.

ADOPTED, this 16th day of December, AD, 2021.

James W. Park, President

Attest:

Katie Strohauser, Secretary-Treasurer

SEAL

EXECUTIVE SESSION

Item No. 7C

December 16, 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.

BACKGROUND SUMMARY:

1. The District is purchasing 9 shares of CBT water for \$57,200 per share. The NCWCD contract will need to be approved to then be approved by NCWCD in February 2022.

BOARD ACTION SUGGESTED:

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

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

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

1. The quantity of water herein requested by Applicant for annual application to a beneficial use is **9** acre-feet to be used so long as the Applicant fully complies with all of the terms, conditions, and obligations hereinafter set forth.
2. It is understood and agreed by the Applicant that any water allotted by the Board of Directors (Board) of Northern Water shall be for domestic, irrigation, or industrial use within or through facilities or upon lands owned, operated, or served by said Applicant, provided however, that all lands, facilities, and serviced areas which receive benefit from the allotment (whether water service is provided by direct delivery, by exchange, or otherwise) shall be situated within the boundaries of Northern Water.
3. Applicant agrees that an acre-foot of water as referred to herein is defined as being one-three-hundred-ten thousandth (1/310,000) of the quantity of water annually declared by the Board of Northern Water to be available for delivery from the water supplies of Northern Water. Applicant agrees that such water shall be delivered from the works of Northern Water at such existing Northern Water delivery point or points as may be specified by the Applicant and that the water delivery obligation of Northern Water shall terminate upon release of water from said works. Further, the Applicant agrees that on November 1 of each year, any water undelivered from the annual quantity made available to the Applicant shall revert to the water supplies of Northern Water.
4. Applicant agrees to pay annually for the amount of water herein allotted by the Board of Northern Water for use within such class of water service as said Board may annually determine to be applicable and at a price per acre-foot to be fixed annually by said Board; and, further, agrees that the initial annual payment shall be made, in full, within fifteen (15) days after the date of a notice from Northern Water that the initial payment is due hereunder. Said notice will advise the Applicant, among other things, of the water delivery year to which the initial payment shall apply and the price per acre-foot which is applicable to that year. Annual payments for each year thereafter shall be made by the Applicant on or before each March 1.

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

2235 2nd Ave. Greeley, CO 80631

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

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

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

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

CENTRAL WELD COUNTY WATER DISTRICT

(Name of Applicant)

ATTEST:



 District Manager
 (Title)

By: _____
 (Signature of Authorized Officer)
 President

 (Title)

SEAL

ORDER ON APPLICATION

Application having been made by or on behalf of all parties interested in the water allotment and after a Hearing by the Board of Directors of Northern Colorado Water Conservancy District, it is hereby ORDERED that the above application be granted and an allotment contract for 9 acre-feet of water is hereby made to **Central Weld County Water District** for the beneficial uses set forth in said application upon the terms, conditions, and manner of payment as therein specified.

NORTHERN COLORADO WATER CONSERVANCY DISTRICT

By _____
President

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

ATTEST: _____
Secretary

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

State of Colorado)
) ss.
 County of Weld)

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

1. The Central Weld County Water District, a governing body of a water activity enterprise (“Applicant”), has applied for a new allotment contract for **09 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>6354</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>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

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

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



Stan Linker, District Manager

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

My commission expires: _____

Notary Public

AFFIDAVIT REGARDING BASE WATER SUPPLY

State of Colorado)
County of Weld) ss.

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

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

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

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

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

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

[Signature] James 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

BACKGROUND SUMMARY:

Stan asked the staff to submit their own ideas of what a mission statement for the District should be. He and the staff narrowed down and incorporated several ideas to present what they think best represents the District as a company and the purpose. Stan would like to start using the mission on our website and on billings, newsletters, etc.

Proposed Mission Statement:

“Exceptional quality water supplied with integrity and dependability to farms, families, and the future for your tomorrow.”

BOARD ACTION:

Adopt the CWCWD Mission Statement.

BDO ENGAGEMENT LETTER

Item No. 7F

December 16, 2021

BACKGROUND SUMMARY:

Stan would like you to review the audit engagement letter from BDO. More discussion will occur at the meeting.

2021 Charges = \$21,000

2020 Charges = \$25,000 (Anton Collins Mitchel)

2019 Charges = \$13,062 (Anton Collins Mitchel)

2018 Charges = \$17,573 (Anton Collins Mitchel)

BOARD ACTION:

As appropriate by Board.

December 7, 2021

Mr. Stan Linker, District Manager
Central Weld County Water District
2235 2nd Ave
Greeley, CO 80631

stan@cwcd.com

Dear Mr. Linker:

We are pleased to continue as independent auditors for Central Weld County Water District. We look forward to continuing to provide you with the high-quality services you expect from your professional service providers.

Our commitment to delivering superior service means that we strive to demonstrate initiative, anticipate problems, propose solutions, and communicate effectively with you and other members of management throughout the year. In addition, during our audit we will be alert for opportunities to bring insightful and constructive suggestions for improving management information, operating and accounting procedures, and controls.

Attached to this letter is an agreement describing our services. If you have questions about any of the matters discussed in that agreement, please give us a call. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us one of the two enclosed copies. The other copy is for your files.

Again, it is a pleasure for us to continue to serve you. We look forward to many more years of pleasant association with you and Central Weld County Water District.

Very truly yours,

(Signed BDO USA, LLP)

[The following language is mandatory as part of this cover letter or other transmittal letter:]
The BDO USA, LLP Client Data Privacy Policy is located at <https://www.bdo.com/legal-privacy/client-data-privacy-policy>. If you have questions about this Privacy Policy, please contact us at privacy@bdo.com.

December 7, 2021

Mr. Stan Linker, District Manager
Central Weld County Water District
2235 2nd Ave
Greeley, CO 80631

stan@cwcd.com

Dear Mr. Linker:

Agreement to Provide Services

This agreement to provide services (the "Agreement") is intended to describe the nature and scope of our services.

Objective and Scope of the Audit

As agreed, BDO USA, LLP ("BDO" or "we") will audit the financial statements including the related notes of Central Weld County Water District (the "District" or "you") as of and for the year ended December 31, 2021. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis

BDO USA, LLP, a Delaware limited liability partnership, is the U.S. member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

BDO is the brand name for the BDO network and for each of the BDO Member Firms.

Also, the supplementary information accompanying the basic financial statements, as listed below, will be subjected to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS, and our auditor's report will provide an opinion on it in relation to the basic financial statements as a whole.

1) Budgetary Comparison Schedule

Responsibilities of BDO

We will conduct our audit in accordance with GAAS. Note that BDO may utilize personnel from a BDO subsidiary to assist in the audit, but BDO will remain responsible for and supervise all such services. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a reasonable basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we will express no such opinion. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses in internal control. However, we will communicate to you and those charged with governance in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during our audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our work will be based primarily upon selected tests of evidence supporting the amounts and disclosures in the financial statements and, therefore, will not include a detailed check of all

of your District's transactions for the period. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. However, we will inform you of any material errors or fraud that come to our attention. We will also inform you of possible illegal acts that come to our attention unless they are clearly inconsequential. In addition, during the course of our audit, financial statement misstatements relating to accounts or disclosures may be identified, either through our audit procedures or through communication by your employees to us, and we will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit, we will communicate to those charged with governance (as defined below) all uncorrected misstatements.

The term "those charged with governance" is defined as the person(s) with responsibility for overseeing the strategic direction of the District and obligations related to the accountability of the District, including overseeing the financial reporting process. For the District, we agree that the Board of Directors (the "Board") meets that definition.

We are also responsible for communicating with the Board what our responsibilities are under GAAS, an overview of the planned scope and timing of the audit, and significant findings from the audit.

Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that you and the Board acknowledge and understand that you and the Board have responsibility (1) for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (2) for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud; (3) for identifying and ensuring that the District complies with the laws and regulations applicable to its activities; and (4) to provide us with access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.

You acknowledge and understand your responsibility for the preparation of the supplementary information in accordance with the applicable criteria. You also agree to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. You also agree to present the supplementary information with the audited financial statements, or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and our report thereon.

Management is responsible for adjusting the financial statements to correct material misstatements relating to accounts or disclosures, after evaluating their propriety based on a review of both the applicable authoritative literature and the underlying supporting evidence from the District's files; or otherwise concluding and confirming in a representation letter (as

further described below) provided to us at the conclusion of our audit that the effects of any uncorrected misstatements are, both individually and in the aggregate, immaterial to the financial statements taken as a whole.

As required by GAAS, we will request certain written representations from management at the close of our audit to confirm oral representations given to us and to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding concerning matters that are the subject of the representations. Because of the importance of management's representations to an effective audit, the District agrees, subject to prevailing laws and regulations, to release and indemnify BDO and its partners, principals, employees, affiliates, contractors, agents, and Permitted Assignees (as defined herein under "Assignment") (collectively, the "BDO Group") from and against all liability and costs relating to our services rendered under this Agreement attributable to any knowing misrepresentations by management.

Expected Form and Content of the Auditor's Report

At the conclusion of our audit, we will submit to you a report containing our opinion as to whether the financial statements, taken as a whole, are fairly presented based on accounting principles generally accepted in the United States of America. If, during the course of our work, it appears for any reason that we will not be in a position to render an unmodified opinion on the financial statements, or that our report will require an Emphasis of Matter or Other Matter paragraph, we will discuss this with you. It is possible that, because of unexpected circumstances, we may determine that we cannot render a report or otherwise complete the engagement. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require, we may resign from the engagement prior to completion.

In particular, impacts from the COVID-19 outbreak may result in our inability to properly complete the engagement or require us to include such an explanatory or emphasis paragraph in our auditor's report.

Termination

Upon notice to the District, BDO may terminate this Agreement if BDO reasonably determines that it is unable to perform the services described in this Agreement in accordance with applicable professional standards, laws, or regulations. If we elect to terminate our services for any reason provided for in this Agreement, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. If the Agreement is terminated, the District agrees to compensate BDO for the services performed and expenses incurred through the effective date of termination. Those provisions in this Agreement that, by their very nature, are intended to survive termination shall survive after the termination of the Agreement, including, but not limited to, the parties' obligations related to any of the following provisions: indemnification, limitations on liability, confidentiality, dispute resolution, payment and reimbursement obligations, and limitations on use or reliance.

Client Continuance Matters

BDO is retaining the District as a client in reliance on information obtained during the course of our client continuance procedures. Randy Watkins has been assigned the role of engagement partner and is responsible for directing the engagement and issuing the appropriate report on the District's financial statements.

Use of Internal Auditor(s) in a Direct Assistance Capacity

You agree that the internal auditor(s) providing direct assistance to us during our audit will be allowed to follow our instructions, and that you will not intervene in the work the internal auditor(s) perform(s) for us.

Email Communication

BDO disclaims and waives, and you release the BDO Group from, all liability for the interception or unintentional disclosure of email transmissions or for the unauthorized use or failed delivery of emails transmitted or received by BDO in connection with the services we are being engaged to perform under this Agreement.

External Computing Options

If, at the District's request, any member of the BDO Group agrees to use certain external commercial services, including but not limited to services for cloud storage, remote control, and/or file sharing options (collectively "External Computing Options"), that are outside of BDO's standard security protocol, the District acknowledges that such External Computing Options may be associated with heightened security and privacy risks. Accordingly, the BDO Group disclaims and the District agrees to release the BDO Group from, and indemnify the BDO Group for, all liability arising out of or related to the use of such External Computing Options.

Use of BDO Advantage Extraction Scripts or Services

With your approval, BDO may use BDO Advantage Extraction Scripts or Services to extract certain general ledger and subledger information from your financial accounting system to facilitate performance of our services. The BDO Advantage Extraction Scripts or Services and all information, content, materials, products (including software), and other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services are provided by BDO on an "as is" and "as available" basis, unless otherwise specified in writing. BDO makes no representations or warranties of any kind, expressed or implied, as to the operation of the BDO Advantage Extraction Scripts or Services, or the information, content, materials, products (including software), or other services included in or otherwise made available to you through the BDO Advantage Extraction Scripts or Services, unless otherwise specified in writing. You expressly agree that your use of the BDO Advantage Extraction Scripts or Services is at your sole risk, and you release the BDO Group from any liability connected therewith. BDO shall not share or sell any of the extracted information to

third parties, and BDO shall use such information solely to facilitate performance of the services described in this Agreement.

Ownership of Working Papers

The working papers prepared in conjunction with our audit are the property of BDO, constitute confidential, proprietary, and trade secret information, and will be retained by us in accordance with BDO's policies, procedures, and applicable laws.

Reproduction of Auditor's Report

If the District plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed and approved for the District (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Auditor's Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and auditor's report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and auditor's report on your website and the signed version of the financial statements and auditor's report provided to management by BDO. You also agree to indemnify the BDO Group for all claims that may arise from any differences between the electronic and signed versions.

Review of Documents in Connection with Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Should impacts from the COVID-19 outbreak impede our ability to provide full cooperation and access, you will instead work with us in good faith to make alternative arrangements to accomplish the objectives of our audit.

Assistance by Your Personnel and Internet Access

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to District employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the District's premises. This assistance will serve to facilitate the progress of our work and minimize costs to you.

Other Services

We are always available to meet with you and other executives at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the District. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

In addition to the audit services described above, you have requested that we provide the following non-attest services:

We will assist the District in preparing the financial statements and related footnote disclosures for the year ended December 31, 2021, based on the District's accounting records and other information that comes to our attention during the course of our engagement.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the District in the performance of our services. Any discussions that you have with personnel of BDO regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if you hire one of our personnel, you agree to pay us a fee of 20% of that individual's base compensation at the District 90 days from the first day of employment.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its functions and fulfilling its responsibilities.

The District agrees to perform the following functions in connection with our performance of the (non-attest services):

- a. Make all management decisions and perform all management functions with respect to the financial statements and related footnote disclosures provided by us.
- b. Assign Roxanne Garcia to oversee the preparation of the financial statements and related footnote disclosures and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of preparation of the financial statements and related footnote disclosures.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The District must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Limitation of Liability

Except to the extent finally determined to have resulted from the fraud or intentional misconduct of any member of the BDO Group, the BDO Group's liability to the District for any claims arising under this Agreement shall not exceed the aggregate amount of fees paid by the District to BDO during the 12 months preceding the date of the claim for the services giving rise to the claim, regardless of whether such liability arises in contract, statute, tort (including the negligence of any member of the BDO Group), or otherwise. In no event shall the BDO Group be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this Agreement.

Dispute Resolution Procedure

Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud, or claims based in whole or in part on any other common-law, statutory, regulatory, legal, or equitable theory, and disputes regarding all fees, including attorneys' fees of any type, and/or costs charged under this Agreement ("Arbitration Claims") (except to the extent provided below) shall be submitted to binding arbitration administered by the American Arbitration Association ("AAA"), in accordance with its Commercial Arbitration Rules. Arbitration Claims shall be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Arbitration Claims shall be heard by a panel of three (3) arbitrators, to be chosen as follows: within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator; thereafter, the two individually selected arbitrators shall select a third

arbitrator within forty-five (45) days of their appointment, or any extension of that time agreed to by the individually selected arbitrators. If the arbitrators selected by the parties fail to agree upon the third arbitrator within the aforementioned time, the third arbitrator shall be selected by the AAA. The arbitration panel shall have the power to rule upon its own jurisdiction and authority, including any objection to the initial or continuing existence, validity, effectiveness, or scope of this arbitration agreement. The arbitration panel may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitration panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a federal or state court. The place of arbitration shall be the city in which the BDO office providing the majority of the services involved under this Agreement is located, unless the parties agree in writing to a different location. Regardless of where the arbitration proceeding actually takes place, all aspects of the arbitration and the Agreement shall be governed by the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the procedural and substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all Arbitration Claims. The award of an arbitrator shall be accompanied by a reasoned opinion, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction thereof. Except as may be required by law or to enforce an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the parties to the Agreement.

The parties to the Agreement acknowledge that by agreeing to this arbitration provision, they are giving up the right to litigate claims against each other, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The parties acknowledge that they have read and understand this arbitration provision, and that they voluntarily agree to binding arbitration.

The District shall bring no Arbitration Claim more than one (1) year following the completion of the services provided under this Agreement to which the Arbitration Claim relates. This paragraph will shorten, but in no event extend, any otherwise legally applicable period of limitations on such Arbitration Claims.

Fees

Our charges to the District for the services described above for the year ending December 31, 2021 will be \$35,000 plus engagement-related out-of-pocket expenses, travel expenses, and other related costs and expenses incurred to deliver the services described above, including communication, data and technology, printing, and other direct engagement costs.

The following is an agreed-upon schedule of payments:

Upon the execution of the engagement letter \$10,000

At start of field work \$15,000
Prior to issuance of report Balance

This fee (range) is based on the following assumptions:

- Your personnel will prepare certain schedules and analyses for us and make available to us documents for our examination as and when requested and will utilize our BDO portal to provide us such documents
- Our planned audit timing as agreed upon with you does not change and the client-prepared information and documents are available at the beginning of our fieldwork date(s)
- There will be no significant changes in the internal controls, key personnel, or structure of the organization
- There will be no significant changes in critical systems affecting key financial statement accounts (e.g., significant upgrade, systems integration, and/or systems implementation)
- There will be no significant acquisitions or disposals of businesses
- The number of audit adjustments identified will be minimal
- There will not be significant amendments to the District's debt or financing arrangements requiring significant accounting analysis and/or 'debt compliance letters'
- There will not be any unanticipated increases in current operations requiring significant additional audit time

Should we encounter any unforeseen problems that will warrant additional time or expense, we will notify you of the situation and provide an estimate of our additional fees.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the circumstances requiring additional procedures and the resulting additional fee estimates.

Invoices are payable upon receipt. If we do not receive written notice of dispute within 10 days of your receipt of the invoice, we will conclude that you have seen the invoice and find it acceptable. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of (a) 1.0% per month or (b) the maximum amount permissible by applicable law. Interest shall accrue from the date the invoice is delinquent. We reserve the right to suspend our services, withhold any deliverables, or withdraw from this engagement entirely if any of our invoices are delinquent. In the event that any collection action is required to collect unpaid balances due to us, you agree to reimburse us for all our costs of collection, including without limitation, attorneys' fees.

This engagement includes only those services specifically described in this Agreement; any additional services not specified herein will be agreed to in a separate letter. In the event you request us to object to or respond to, or we receive and respond to, a validly issued third party subpoena, court order, government regulatory inquiry, or other similar request or legal

process against the District or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements with the District, you agree to compensate us for all time we expend in connection with such response, at our standard rates, and to reimburse us for all related out-of-pocket costs (including outside attorneys' fees) that we incur.

Assignment

BDO shall have the right to assign its rights to perform a portion of the services described above to any of its independent BDO Alliance USA members, member firms of the international BDO network, or unaffiliated third-party contractors (a "Permitted Assignee"). If such assignment is made, the District agrees that, unless it enters into an engagement letter directly with the Permitted Assignee, all of the applicable terms and conditions of this Agreement shall apply to the Permitted Assignee. We agree that we shall not permit the Permitted Assignee to perform any work until it agrees to be bound by the applicable terms and conditions of this Agreement. We further agree that we will remain primarily responsible for the services described above, unless we and the District agree otherwise, and we will supervise the work of the Permitted Assignee to ensure that all such services are performed in accordance with this Agreement. From time to time, and depending on the circumstances, Permitted Assignees located in other countries may participate in the services we provide to the District. In some cases, we may transfer information to or from the United States or another country. Although applicable privacy laws may vary depending on the jurisdiction, and may provide less or different protection than those of the District's home country, we require that all Permitted Assignees agree to maintain the confidentiality of the District's information and observe our policies concerning any confidential client information that we provide to them.

The District may not assign this Agreement to another party without our prior written consent.

Third-Party Use

BDO will perform the professional services provided in connection with this engagement solely for the benefit and use of the District. BDO does not anticipate and does not authorize reliance by any other party on its professional services. Any amendment to this provision must be made through a written document signed by the District and BDO.

Confidentiality

Each of the parties hereto shall treat and keep all of the "Confidential Information" (defined below) as confidential, with at least the same degree of care as it accords to its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Each party shall disclose the Confidential Information only to its employees, partners, contractors, consultants, agents, or its legal or other advisors, provided that they have: (A) each been informed of the confidential, proprietary, and secret nature of the Confidential Information, or are subject to a binding, preexisting obligation of confidentiality no less stringent than the requirements of this Agreement, and (B) a demonstrable need to review such Confidential Information. "Confidential Information" means all non-public information

that is marked as “confidential” or “proprietary” or that otherwise should be understood by a reasonable person to be confidential in nature that is obtained by one party (the “Receiving Party”) from the other party (the “Disclosing Party”). All terms of this Agreement and all information provided pursuant to this Agreement are considered Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include any information that was or is: (a) known to the Receiving Party prior to disclosure by the Disclosing Party; (b) as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than the Receiving Party; (c) made known to the Receiving Party by a third person who is not subject to any confidentiality obligation known to Receiving Party and such third party does not impose any confidentiality obligation on the Receiving Party with respect to such information; (d) required to be disclosed pursuant to governmental authority, professional obligation, law, decree regulation, subpoena, or court order; or (e) independently developed by the Receiving Party. In no case shall the tax treatment or the tax structure of any transaction be treated as confidential as provided in Treas. Reg. sec. 1.6011-4(b)(3). If disclosure is required pursuant to subsection (d) above, the Receiving Party shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide prior written notice thereof to allow the Disclosing Party to seek a protective order or other appropriate relief. Upon the request of the Disclosing Party, the Receiving Party shall return or destroy all of the Confidential Information except for (i) copies in working paper files retained to comply with a party’s professional or legal obligations and (ii) such Confidential Information retained in accordance with the Receiving Party’s normal back-up data storage procedures. Notwithstanding the foregoing, BDO shall have the right to use the District’s Confidential Information in connection with performing BDO’s obligations hereunder, and also to use de-identified and aggregated key performance indicators derived from BDO’s work product in efforts to improve the services generally, including for benchmarking and analytical purposes, so long as such information remains in a de-identified aggregated form and such use does not violate any of BDO’s obligations of confidentiality hereunder. BDO shall not share or sell any of the de-identified District information to third parties, and shall store such information in such a way that neither the District nor any of the Government’s staff or customers can be identified.

Restricted Federal Data

The parties agree that the services are not intended to involve the processing of Restricted Data, defined as data subject to laws, regulations, or government-wide policies that require safeguarding or dissemination controls, including the Federal Acquisition Regulations (“FAR”), the Defense Federal Acquisition Regulation Supplement (“DFARS”), the International Traffic in Arms Regulation (“ITAR”), the Export Administration Regulations (“EAR”), and the Arms Export Control Act (“AECA”). For clarity, and without limiting the foregoing, controlled unclassified information (“CUI”) shall be included in the definition of Restricted Data. The Government shall not provide or otherwise make available Restricted Data to BDO unless expressly agreed to in advance in writing by BDO. If the Government becomes aware that any known or suspected Restricted Data will be or has been disclosed to BDO by the Government or otherwise in connection with the Services, the Government will immediately notify BDO in writing to regulatedgovtdata@bdo.com and will cease any further transfer of such data unless and until BDO expressly agrees in writing. The Government will fully cooperate with BDO in

the investigation of and response to any known or suspected Restricted Data that the Government has disclosed to BDO notwithstanding the foregoing. The Government further agrees that it will be responsible for all fees, costs, and expenses associated with processing of Restricted Data, including without limitation additional fees, costs, and expenses related to compliance with obligations with respect to such Restricted Data.

Licensing Representation

To the extent necessary for BDO to perform its obligations described herein, the Government represents and warrants that it will obtain, maintain, and comply with all of the licenses, consents, permits, approvals, and authorizations that are necessary to allow BDO and its employees, contractors, and subcontractors to access and use the services or software provided for the benefit of the Government under the Government's third-party services contracts, licenses, or other contracts granting the Government the right to access, use, or receive services or software (each a "Licensing Representation"). Upon BDO's request, the Government will provide BDO any references available evidencing the Licensing Representation (e.g., order number, customer support identifier). Tools subject to this Licensing Representation are hereby deemed External Computing Options (as defined in this Agreement). The Government hereby releases the BDO Group from, and indemnifies the BDO Group for, all claims and liabilities resulting from: (i) BDO's reliance on a Licensing Representation; and (ii) the functionality of any third-party software or services used or accessed by BDO.

Miscellaneous

This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations, or understandings, whether oral or written, with respect to the subject matter herein. This Agreement may not be changed, modified, or waived in whole or part except by an instrument in writing signed by both parties. This Agreement is intended to cover only the services specified herein, although we look forward to many more years of pleasant association with the Government. This engagement is a separate and discrete event and any future services will be covered by a separate agreement to provide services.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other party confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Government hereby authorizes BDO to participate in such confirmation processes, including through the third party's website (e.g., by entering the Government's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that the BDO Group shall have no liability in connection therewith.¹

¹ This paragraph may be omitted if the engagement team has no expectation that Capital Confirmation, Inc., aka Confirmation.com (CCI) or an equivalent electronic confirmation service will be used. If omitted and we later decide to use the services of CCI or an equivalent service approved for use by the Assurance Professional

Mr. Stan Linker, District Manager
December 7, 2021
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Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, professional standards, or related published interpretations (including, without limitation, the independence rules of the American Institute of Certified Public Accountants, Securities and Exchange Commission, and Public Company Accounting Oversight Board), but if any provision of this Agreement shall be deemed void, prohibited, invalid, or otherwise unenforceable in whole or in part for any reason under such applicable laws, regulations, professional standards, published interpretations, or any reason whatsoever, such provisions or portion(s) thereof shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and shall be amended to the minimum extent required to make the provision enforceable, and such revised provision shall be made a part of this Agreement as if it was specifically set forth herein. Furthermore, the provisions of the foregoing sentence shall not invalidate the remainder of such provision or the other provisions of this Agreement, which shall remain in full force and effect.

The Government's signature below represents that it has the full power and authority to enter into this Agreement on behalf of the Government and any Government subsidiary or other affiliate that may rely on the services provided hereunder, or that it shall ensure that each such subsidiary or other affiliate agrees to be bound to the terms hereof.

This Agreement may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this Agreement must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties to this Agreement and all other persons or entities required by law. An electronically transmitted signature to this Agreement will be deemed an acceptable original for purposes of consummating this Agreement and binding the party providing such electronic signature.

* * * * *

We believe the foregoing correctly sets forth our understanding; however, if you have any questions, please let us know. If you find the foregoing arrangements acceptable, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files.

Very truly yours,

(Signed BDO USA, LLP)

Acknowledged:

CENTRAL WELD COUNTY WATER DISTRICT

By: _____
Mr. Stan Linker, District Manager

Date: _____

DRAFT