

Directors:
Emily McMurtrey, President
Steven Brandenburg
Larry Brandt
Ryan Heiland
Ed Martens
Bill Szmyd
James Walker



Little Thompson Water District

District Manager:
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Regular Board Meeting Agenda January 18, 2024 - 5:00 P.M.

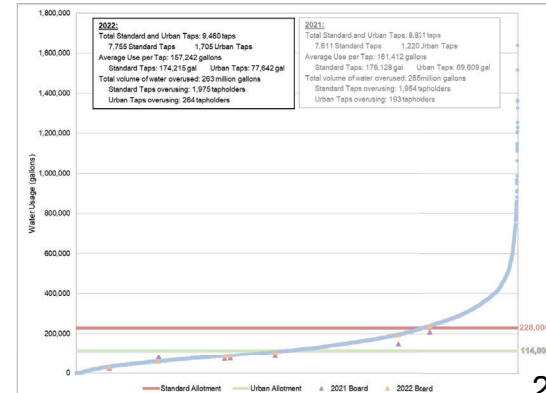
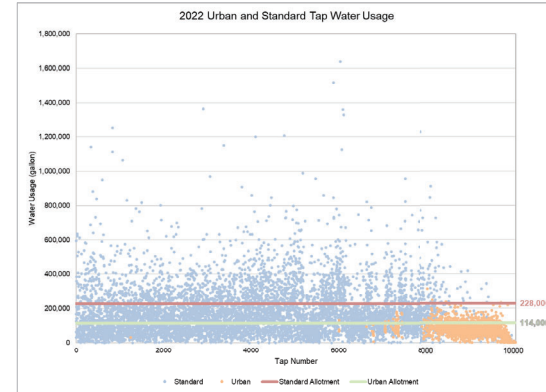
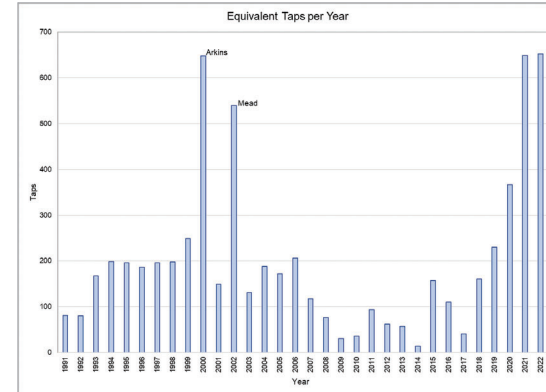
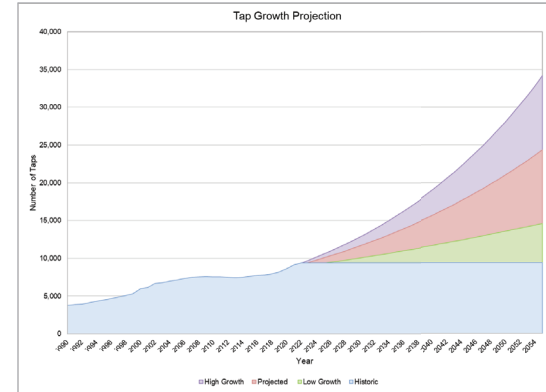
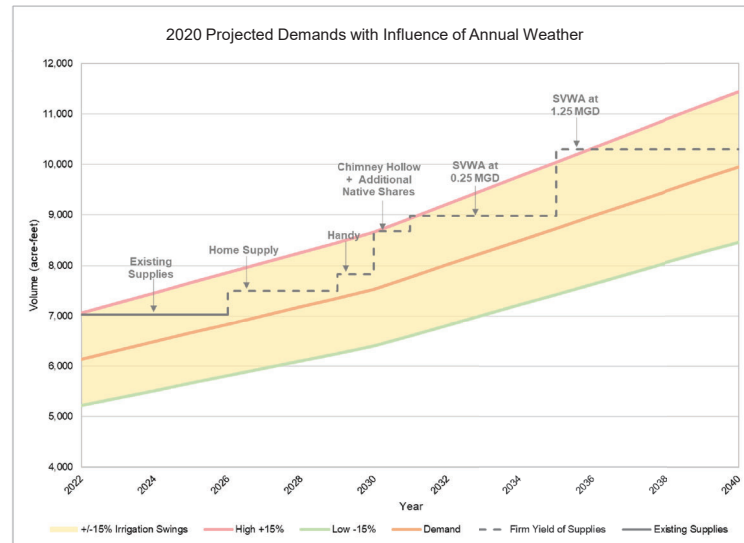
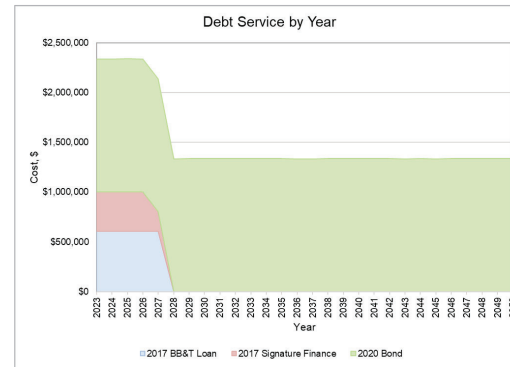
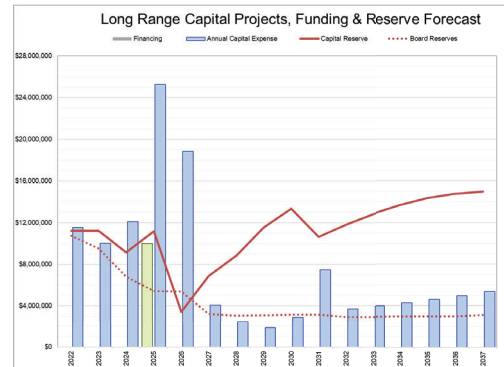
1. Call to Order - *Pledge of Allegiance*
2. Roll Call:
3. Agenda Review:
4. Public Comment on Non-Agenda Items:
5. Consent Items:
 - 5.1. Minutes of the December 14, 2024, Regular Page 4
Board Meeting
 - 5.2. Tap List 696 Page 18
 - 5.3. December 2023 Disbursements Report..... Page 20
 - 5.4. December 2023 Financial Report..... Page 27
6. Discussion Items:
 - 6.1. Board Officer Elections..... Page 33
 - 6.2. Potential Non-Potable Use of Native Ditch Shares Page 34
 - 6.3. Non-Potable Operating Agreement Page 35
 - 6.4. District Goals and Objectives for 2024..... Page 80
 - 6.5. Carter Lake Filter Plant Page 82
 - 6.6. St. Vrain Water Authority Page 83
 - 6.7. Action Item: Motion to Approve: Page 84
Resolution 2024-01 Public Posting Places
 - 6.8. Public Hearing: Action Item: Motion to Approve:..... Page 86
Resolution 2024-02 Larimer County Inclusions
Resolution 2024-03 Weld County Inclusions
 - 6.9. Johnstown Amendment to Settlement Agreement:..... Page 91
7. Staff Reports:
 - 7.1. District Manager's Report..... Page 94
 - 7.2. Business Manager's Report Page 95
 - 7.3. District Engineer's Report..... Page 96
 - 7.4. Water Resources Manager's Report..... Page 99
 - 7.5. Operations Manager's Report and Water Quality Update.. Page 102
8. Director Reports:
9. Adjournment.

“Serving our customers with safe, reliable and good tasting water at a fair price”



2022 Strategic Goals for next 3 to 5 Years:

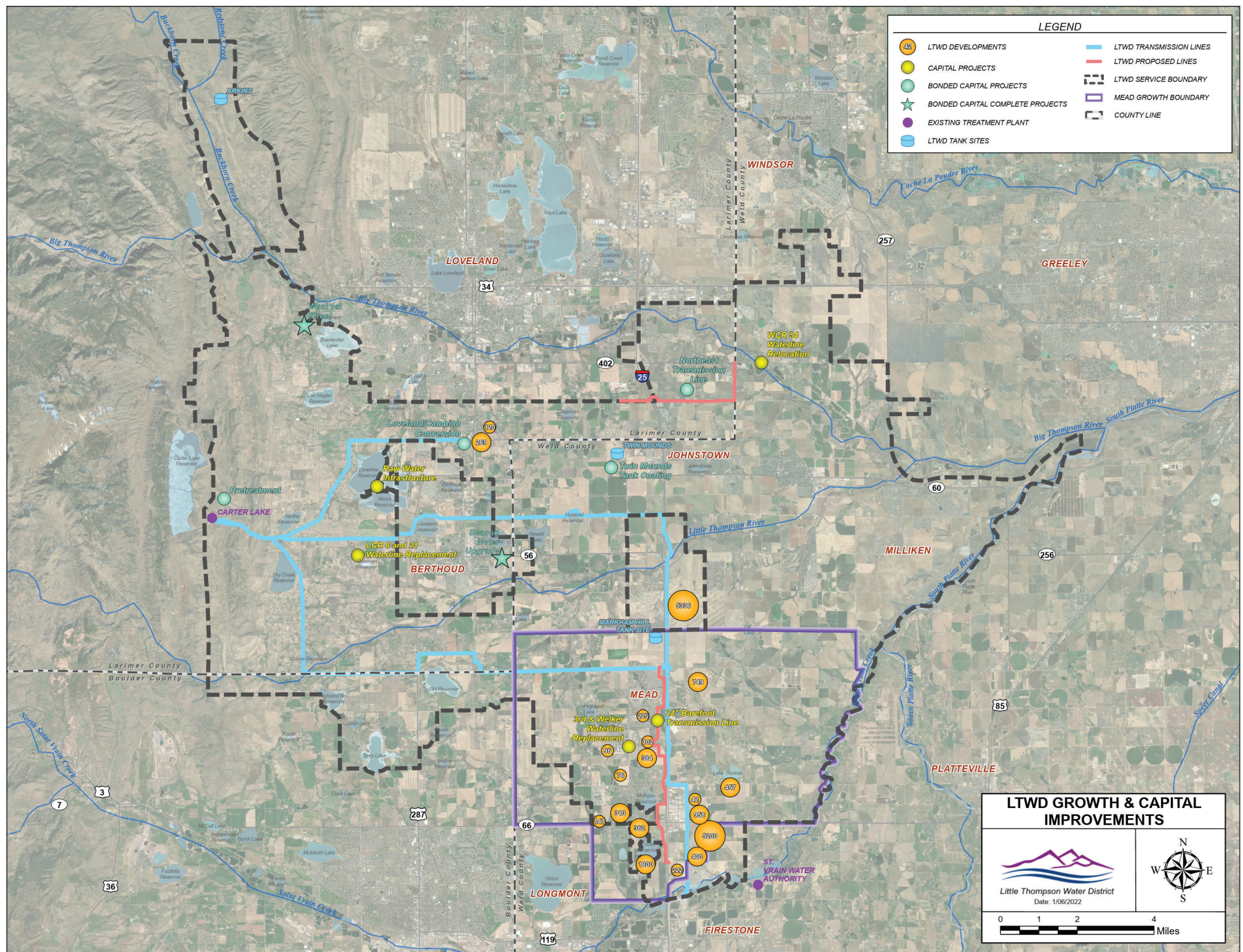
1. In three years have a plan for growth of staff and the necessary office space for those staff. Also consider whether the District will have its own water treatment plant at the same location and determine what that location will be.
2. Have native waters used in the system. This includes the easement acquisition, infrastructure construction, and substitute water supply plan approved for Consolidated Home Supply shares.
3. Plan, document, and begin implementation for use of our wholly consumable waters at SVWA.
4. Evaluate, discuss, and recommend other waters suitable for dedication or purchase, treatment, and delivery. (Other waters do not include ones currently accepted such as Consolidated Home Supply, Handy Ditch, or C-BT.)



Capital Projects & Equipment - District 2023 Budget			
Capital Projects Funded by Bonding			
Northeast Transmission Line	\$	1,300,000	
Loveland-Campion Conversion Project 1	\$	1,515,311	
Capital Projects Not Funded by Bonding			
54 Bridge-Waterline Relocation	\$	862,300	
Telemetry Improvements	\$	200,000	
County Rd Improvements	\$	200,000	
Small Line Improvements	\$	75,000	
Service Connection Expense	\$	157,200	
Office Furniture & Equip (includes software)	\$	12,500	
Vehicle & Misc. Equipment	\$	105,800	
Dry Creek Feasibility for Floating Photovoltaic	\$	35,000	
LCR 8 & 21 Waterline Modifications	\$	300,000	
Botterill - LTWD System Modifications	\$	100,000	
3rd & Welker Waterline Replacement	\$	1,320,000	
Twin Mounds Passive Mixing System	\$	227,000	
Buckhorn Tank Mixing System Study	\$	40,000	
Water Resources Expenses			
Water Rights Purchase - Offset *	\$	800,000	
Handy/Home Supply, Raw Water Infrastructure	\$	1,000,000	
Water Rights Adjudication	\$	800,000	
2nd Use Capital	\$	120,000	
Total Capital Expenses - District	\$	9,170,111	
Capital Projects & Equipment - Joint 2023 Budget			
Dry Creek Joint Cost	\$	150,000	
Pretreatment Carter Lake Filter Plant- Bond	\$	415,625	
Garage for Equipment/Tractors	\$	235,000	
Road Improvements	\$	50,000	
Total Capital Expenses - Joint	\$	850,625	
Long Term Future Capital Projects			
Campion Line Replacement Program			
Alps Line Replacement/Upgrade			
Markum Hill Storage Tank			
West I-25 Transmission Line			
Raw Water Infrastructure			
Additional Treatment Capacity			

Little Thompson Water District 2022 Water Rights Inventory				
CBT/Windy Gap				
Source	Quantity	Firm Yield Per Unit (AF)	Total Firm Yield (AF)	
C-BT Class C Fixed Quota Units	5274	0.7	3,691.8	
C-BT Class C Variable Quota Units	6437	0.5	3,218.5	
C-BT Class D Griep Farm Units	100	0.5	50.0	
Windy Gap Units Firmed by 3K AF Dry Creek Reservoir storage	19	40.0	760.0	
Windy Gap Units Firmed Assuming Chimney Hollow Reservoir is Online	12	0.0	0.0	
Windy Gap Units Firmed Assuming Chimney Hollow Reservoir is Online and 3K AF Firmed storage in Dry Creek Reservoir	7	0.0	0.0	
			7,720.3	
Native Water Rights				
Source	Quantity	Firm Yield Per Share (AF)	Total Firm Yield (AF)	
Big Thompson Ditch and Mfg.	0.33	70.6	23.3	
Consolidated Home Supply Ditch Company	88.75	3.5	310.6	
Handy Ditch Company	57.7	2.5	144.3	
			454.9	

UPDATED 1/19/2023



Agenda Item Summary
Little Thompson Water District

Date: January 18, 2024

Item: 5.1

Staff: Amber Kauffman, District Manager

Subject: Minutes of the December 14, 2023, Regular Board Meeting.

Staff Recommendation: Staff recommends approval.

Discussion:

This document is a draft copy of the:

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF LITTLE THOMPSON WATER DISTRICT**

The Board of Directors of Little Thompson Water District (LTWD) met in regular session on Thursday, December 14, 2023. Attendance was as follows:

Board of Directors:

Emily McMurtrey, President, Present
Steven Brandenburg, Present
Larry Brandt, Present
Ryan Heiland, Absent - *Excused*
Ed Martens, Present
Bill Szmyd, Present
James J. Walker, Present

Staff in Attendance:

Amber Kauffman, District Manager
Angela Diekhoff, Business Manager
Brad E. Eaton, District Engineer
Nancy Koch, Water Resources Manager
Ken Lambrecht, Operations Manager
Kammy K. Tinney, Business Project Manager
Judy O'Malley, Recording Secretary

Other Attendees:

Clayton Orback, Little Thompson Water District Engineering Technician I
Kristin Golliher, WildRock PR and Marketing, CEO and Founder – *Attended via Video Conference Call*
Annika Deming, WildRock PR and Marketing, Associate Account Director *Attended via Video Conference Call*
Anastasia Urban, Barefoot LLC
Cameron Grant, Attorney of Lyons Gaddis P.C.

CALL TO ORDER

President Emily McMurtrey called the meeting to order at 5:04 p.m. followed by the recitation of the *Pledge of Allegiance*.

ROLL CALL

It was moved by President McMurtrey, seconded by Director Ed Martens, to excuse the absence of Director Ryan Heiland. Motion carried unanimously.

Roll call was taken. All other Directors were present.

AGENDA REVIEW

It was moved by Director Bill Szmyd, seconded by Director Martens, to table Agenda Item 6.4 Potential Non-Potable Use of Native Ditch Shares until the January 18, 2024, Regular Board Meeting. Motion carried unanimously.

It was move by Director Szmyd, seconded by Director Steve Brandenburg, to enter into Executive Session citing Colorado Revised Statutes (CRS) §24-6-404(4) subpart (e) to determine positions relative to matters that may be subject to negotiations, or to develop strategy for negotiations, and instructing negotiators in the matter of the Barefoot Second Amended and Restated Agreement for Water Extensions, and CRS §24-6-404(4) subpart (f) to discuss personnel matters District Manager's annual review. Motion carried unanimously.

PUBLIC COMMENTS ON NON-AGENDA ITEMS

President McMurtrey opened the Public Comments period. Ms. Anastasia Urban, of Barefoot LLC, and Mr. Cameron Grant, of Lyons Gaddis P.C., introduced themselves. There being no further public comments, the Public Comments period was closed.

CONSENT AGENDA

It was moved by Director Martens, seconded by Director Szmyd, to approve the Consent Agenda, including:

- Minutes of the November 16, 2023, Regular Board Meeting,
 - Tap List 695,
 - November 2023 Disbursements in the amount \$3,226,418.21:
 - ❖ Operating Account: \$2,812,210.70:
 - ACH Manual Check Numbers 4993 to 5091 – \$1,854,493.24,
 - Check Numbers 11581 to 11646 – \$957,717.46,
 - ❖ Payroll Account: (Two Bi-weekly payroll periods in November) for \$414,207.51:
 - Live Checks 2126 to 2161 - \$64,845.23
 - ACH Transmittal Vouchers O-2401 to O-2412 – \$179,326.71,
 - ACH Direct Deposit Numbers N-13101 to N-13177 – \$170,035.57,
 - November 2023 Financial Report,
- Motion carried unanimously.

DISCUSSION ITEMS

WildRock Biannual Check-In:

Kristin Gollhofer, WildRock PR and Marketing, CEO and Founder and Annika Deming, WildRock PR and Marketing, Associate Account Director presented the following information to the Board:

- In January, WildRock and District Staff met for a strategy session to discuss communications for 2023.
 - ❖ A 2023 marketing and communication strategy to outline goals, communication channels, audiences and key messages was developed.
 - ❖ The plan for 2023 was a two-pronged approach:
 - Build a solid foundation.
 - Engage in enhanced communication efforts.
 - ◇ Produce communication materials that successfully reach a diverse and widespread customer base to educate them on key issues and programs.
 - ◇ Increase customer participation in conservation efforts, specifically the EyeOnWater (EOW) app, to ultimately decrease water usage and demands on infrastructure.
 - ◇ Reduce District Staff time dedicated to communication efforts so focus can be redirected to more pressing district initiatives.
 - Communication Channels:
 - ◇ Many of the channels WildRock utilized in 2023 were already in place for the District.
 - ◇ Instead of adding new channels and creating overwhelm, WildRock focused on optimizing and building these key channels allowing WildRock to focus on aligning channels with customer preferences and alleviated staff time.
- Communication Efforts This Year:
 - ❖ As part of the monthly retainer, WildRock supported with the following efforts:
 - Monthly social media content plus daily community management.
 - Quarterly Facebook ad campaigns, digital and print newsletters, and postcards.

- ❖ WildRock also supported with additional one-time projects including:
 - Light brand refresh.
 - Email marketing setup.
 - Template development.
 - Asset library build.
 - Light website refresh plus ongoing jumbotron creation.
 - Taste and Odor crisis communication plan.
 - Holding statements for key issues (Fluoride, Polyvinyl Chloride (PVC), Town of Milliken).
- ❖ Topics Covered This Year:
 - Key topics were communicated across a variety of marketing channels:
 - ◇ Rates.
 - ◇ Allocation education.
 - ◇ EyeOnWater.
 - ◇ Online bill pay signup.
 - ◇ Conservation programs.
 - ◇ Water saving tips.
 - ◇ Winter preparation.
 - ◇ Irrigation tips.
 - ◇ Employee spotlights.
 - ◇ Water Shortage.
 - ◇ Contingency Action Plan.
 - ◇ Giveaways.
 - ◇ Water Quality.
 - ◇ Water treatment education.
 - ◇ Board of Directors election.
 - ◇ Taste and odor.
- ❖ Metrics and Performance:
 - WildRock developed the following metrics to evaluate the effectiveness of their efforts:
 - ◇ Facebook Impressions – up 3.359 percent.
 - ◇ Facebook Engagement Rate – up 4.32 percent.
 - ◇ Facebook Fan Growth – up 728 users.
 - ◇ Digital Ads Click-through Rate – up 5.86 percent.
 - ◇ Email Open Rate – up 40 percent.
 - ◇ Email Click Rate – up 4 percent.
 - ◇ Website Users – down 5 percent.
 - ◇ EyeOnWater New Users – up 642 users.
- ❖ 2024 COMMUNICATIONS:
 - WildRock will continue to work with the District for another year as they continue to grow and refine the communication efforts.
 - The 2024 proposal maintains the current level of services which includes:
 - ◇ Social media management.
 - ◇ Digital advertising.
 - ◇ Quarterly digital and print newsletters, and postcards.
 - ◇ Ongoing of-the-moment support, they will be available for whatever the District needs.
 - WildRock is currently working to refresh the 2023 strategy to map out efforts for 2024.

Brookfield Term Sheet:

Brookfield Properties Project Manager Anastasia Urban presented following information to the Board:

- District Staff and representatives of Barefoot, LLC (Brookfield Properties) have been working through revisions to the Second Amended and Restated Agreement for Water Extensions for most of 2023.
 - ❖ A significant point of discussion for revisions to the Agreement centered around the sizing of the West Interstate-25 (I-25) Transmission Line and the costs associated with oversizing from an 18-inch to 24-inch transmission line, and now from a 24-inch to 30- inch transmission line.
- An overview of the current project south of Ronald Reagan Boulevard (Blvd.) and planned future project north of Ronald Reagan Blvd.
 - ❖ North of Ronald Reagan Blvd. could possibly include apartments, Build-to-Rent (BTRs) units, townhouses, and a school.
- Brookfield and the District have had a great partnership on the following projects:
 - ❖ Windy Gap Lease / Purchase Agreement – 2005.
 - ❖ Partner in Chimney Hollow Reservoir.
 - ❖ Water Rights Exchange / Lake Management Agreement.
 - ❖ Amendment to increase cap on Single Family Equivalent (SFE) taps to 1,700 – May 2023.
 - ❖ Tri-Party agreement lease to allow up to 2,041 SFE's – August 2023.
- One of the primary goals of the restated Agreement is to cull all of the previous Agreements and addendums into one updated document with all of the current terms.
 - ❖ The original size of the transmission line was 18-inches.
 - ❖ Some of the property owners that were to provide reimbursement to Brookfield have changed.
 - ❖ Construction costs have increased greatly.
- As part of continued negotiations to conclude revisions to the Agreement, Barefoot LLC is seeking a commitment on the business terms for reimbursement of the oversizing.
 - ❖ Major business terms Brookfield is asking for include:
 - Rebate for 24-Inch Line.
 - ◇ \$1000 per tap after 1,201st tap in Barefoot.
 - Reimbursement for Oversizing to a 30-inch Line.
 - ◇ Interest rate of 6 percent.
 - ◇ Reimbursement through District Plant Investment Fees (PIF) from properties outside of Barefoot Lakes of \$2000 in 2024 and \$3000 in 2025.
 - ◇ 10-year recovery review provision.
 - ◇ Other benefiting properties reimbursement.
 - Windy Gap Water Payments.
 - ◇ On-going commitment and clarification on costs.
 - Timing:
 - ◇ Upon approval and signing of the formal agreement a Construction Manager at Risk (CMAR) contract will be formulated within 30 days.

The Board posed questions throughout the presentation however the main part of the discussion was held during Agenda Item 3.1 Executive Session CRS §24-6-404(4) subpart (e) to determine positions relative to matters that may be subject to negotiations, or to develop strategy for negotiations, and instructing negotiators in the matter of the Barefoot Second Amended and Restated Agreement for Water Extensions.

Public Hearing Action Item: Motion to Approve: Resolution 2023-32 Mill Levy Certification:

Business Manager Angela Diekhoff requested the Board approve Resolution 2023-32 to certify the Mill Levies from Larimer, Weld, and Boulder Counties at \$0.

It was moved by Director Brandenburg, seconded by Director Larry Brandt, to adopt Resolution 2023-32 Certifying the County Mill Levies at \$0. Motion passed unanimously.

President McMurtrey called for a break at 6:00 p.m. The meeting resumed at 6:09 p.m.

Handy Ditch Update:

Water Resources Manager Nancy Koch presented the following information to the Board:

- The District completed its Engineering Report and Proposed Decree to change the use of 58 Handy Ditch (Handy) shares owned by the District in October.
 - ❖ As required, the District submitted the information to Handy for review under the Catlin Provision.
- The District is required to pay for Handy to review these documents to determine if the District's proposal to change the use of its ditch shares will cause injury to the other stockholders.
- The District met with the Handy Ditch Board, Engineer, and Counsel to discuss what issues are to be addressed in the Catlin Review and subsequent water court proceedings.
- Key takeaways from the meeting are:
 - ❖ The Handy has requested the District will provide a deposit of \$65,000 to the company to review the District's engineering and proposed decree and identify if the use of the changed shares could negatively affect the remaining shareholders. Handy will not spend the deposit to advance methodologies or conclusions that are counter to the District's Engineering Report or Proposed Decree regarding the yield of Handy shares changed for municipal use.
 - ❖ Handy will concentrate its Catlin Review of an Operations Agreement that would allow the District to take delivery of its changed water at Welch Reservoir.
 - ❖ Handy has filed in water court for a junior water right to supplement the water supplies available to the existing Welch Reservoir and a planned enlargement of the reservoir.
 - ❖ The District reaffirmed its position that any increase of yield from the junior water right and the enlarged Welch Reservoir should be distributed to the shareholders in the form of additional water on a pro-rata basis.
- President McMurtrey questioned what the District's next steps are; Ms. Koch advised the District will pay the deposit and begin working through the operations agreement and at a point Handy will be ready for the District to take the case to Water Court.

Discussion followed regarding the effects raising Handy Ditch's dam will have on the District's plans for the new pump station, how Handy Ditch is trying to do their best for all shareholders, Water Resources Administrator Hoff attends all of the Handy Ditch meetings at their invitation, and there is no change case precedent on Handy Ditch.

Review of 2023 District Accomplishments:

District Manager Amber Kauffman presented the following information to the Board:

- Significant accomplishments are listed below:
 - ❖ Four great new employees.
 - ❖ Successful dam inspection at Dry Creek Reservoir.
 - ❖ Updated Section Three of Rules and Regulations for new taps approved by the board.

- ❖ Updated rate study with updated capital costs for future / in-progress projects.
- ❖ Success with WildRock with the new marketing material and higher engagement than previously seen with newsletters and social media.
- ❖ Hiring of a new auditor, successful timely filing of audit.
- ❖ Purchases of water (11 shares of Home Supply, one Windy Gap unit).
- ❖ Three party lease agreement with Barefoot, Central Weld County Water District (CWCWD) and the District.
- ❖ Progress with Brookfield on an updated agreement.
- ❖ Signed Aurora Organic Dairy (AOD) agreements (and signs of progress on their obligations).
- ❖ Return flow Memorandum of Understanding (MoU) with the City of Loveland (Loveland), and the Towns of Berthoud (Berthoud) and Johnstown (Johnstown), and the District.
 - There was significant progress with Loveland in this regard.
- ❖ A new water right approved by the Board for dedication - Big Thompson Ditch and Manufacturing Company (BTDMC).
- ❖ More engagement in the Northern Colorado Water Alliance group.
- ❖ Updated "all-in" costs for the District's native waters to proceed into a source.
- ❖ Continued inclusion / exclusions at a level much higher than historically done.
- ❖ Dealing with our customers' impact with Milliken's boil order.
- ❖ Regular meetings with Berthoud.
- ❖ Completed the Twin Mounds Tank project, West First Street project, Larimer County Roads (LCR) 8 and 21 project, and the Weld County Road (WCR) 54 Bridge Waterline Relocation Project.
- ❖ Upgraded the Dry Creek Reservoir water quality monitoring station and completed increased testing of water quality at Dry Creek.
- The 2023 goals are listed below with updates as to the completion status.
 - ❖ Raw Water Supply Planning:
 - Handy Ditch shares into Water Court – Expected early 2024, Catlin submitted November 2023.
 - Easement acquisition for delivery of native water to Dry Creek Reservoir – Notice of project to property owners delivered, flight of survey area using Light Detection and Ranging (LiDAR) completed week of December 4, 2023.
 - Dry Creek Reservoir Management Plan and feasibility for floating solar – Initial study done, floating solar kickoff meeting held in November, site visit scheduled for December 13, 2023.
 - Non-residential tap research for water allotment assignment – Draft of letter for notification to Tapholders in review by Staff, information summarized in table for implementation.
 - ❖ Treatment and Transmission:
 - Master Plan progress with accurate calibration using updated fire hydrant data – 95 percent of data sent to consulting engineer, meeting with consultant on December 6, 2023, to advance their work.
 - Determination of necessary long term treatment capacity and priority locations – Will follow Master Plan.
 - Two transmission lines under construction – Easement acquisition taking much longer than expected for the Northeast Transmission Line, Brookfield Agreement held up West of I-25 line.
 - ❖ Relationships with Others:
 - A successful Joint Board meeting with CWCWD – CWCWD to identify available dates in February 2024.

- Resume and maintain regular Manager Meetings with Carter Lake Filter Plant (CLFP) Manager Rich Whittet and CWCWD District Manager Stan Linker – Began more regular meetings.
- Update the Intergovernmental Agreement (IGA) with Johnstown – Waiting on Johnstown.
- Update the IGA with Longs Peak Water District (LPWD) and the town of Mead (Mead) after the transition of ownership in Mead Crossing – Waiting on piping change cost estimate, construction and resulting IGA likely early 2024.
- ❖ Business Management:
 - Third Party Human Resources (HR) services – Not recommended by Employers' Council – completed.
 - Adjust rates after recommendations of rate study are presented – completed.
 - Implement reverse notification system – completed.
 - Update Employee Handbook – Significant progress made, likely to be presented to the Board in February 2024.
 - Email bills – Staff have not found one clearing house for the service without changing software.
 - Rewrite Sections 8 (Main Line Extensions) and 9 (Easements) of District Rules and Regulations – In process, working toward a development agreement (nearly finalized with counsel review).
 - Research census data to “know our customers” – completed.
 - Develop metrics to improve processes – In process / on-going, significant progress made in the following: commitment letter, water dedication, and water credit.
 - Complete staffing analysis and plan for the next 10 years – completed.
- ❖ Operations and Technology:
 - Complete Global Positioning System (GPS) of cross-country lines – 80 percent complete, data from 2021 is missing.
 - Develop telemetry upgrade plan and begin implementation – completed.
 - Create database for Lead Service Line Inventory – Policy published September 11, 2023, in progress.
 - Update Lead and Copper sample site list – Policy published September 11, 2023, by the State of Colorado, in progress.
 - All Operations Staff (not currently at Distribution 4) to level up one Distribution level (Big Goal) – Not likely to happen, still trying.
 - Complete first cycle of valve exercising – District will be close, goal impacted by staffing change.

District Goals and Objectives for 2024:

District Manager Kauffman presented the following information to the Board:

- In early 2022 the Board and Staff reviewed relevant planning documents for amending the 2018 Strategic Plan priorities and came up with the following goals for the District in the three-to five-year horizon:
 - ❖ In three years have a plan for the growth of staff and the necessary office space for those staff.
 - Also consider whether the District will have its own water treatment plant at the same location.
 - Determine what that location will be.
 - ❖ Have native waters used in the system.
 - This includes the easement acquisition, infrastructure construction, and substitute water supply plan approved for Consolidated Home Supply shares.

- ❖ Plan, document, and begin implementation for use of our wholly consumable waters at St. Vrain Water Authority (SVWA).
- ❖ Evaluate, discuss, and recommend other waters suitable for dedication or purchase, treatment, and delivery.
 - Other waters do not include ones currently accepted such as Consolidated Home Supply, Handy, or Colorado-Big Thompson (C-BT).
- The 2022 Strategic Plan update defined a vision to ensure the resiliency of the District by prioritizing initiatives and therefore allocating resources, both personnel and budget, to achieve short- and long-term goals that promote these initiatives.
- The Board also identified the following priorities when making decisions, some are reflected in the goals above:
 - ❖ Raw Water Supply Planning:
 - Water loss progress with potential projects, update in policy.
 - ◇ New Water Supplies presentations with potential policy updates.
 - ◇ Raw water master plan.
 - ❖ Treatment and Transmission:
 - Master plan completion.
 - Project long-term treatment capacity need and priority locations.
 - Markham Tank planning.
 - Progress for two treated transmission lines and two native water pipeline projects.
 - ❖ Relationships with Others:
 - A successful Joint Board meeting with CWCWD.
 - Update the IGA with LPWD and Mead after transition of ownership in Mead Crossing.
 - ❖ Business Management:
 - Finalize a Development Agreement for use with Developers.
 - Prioritize long-term projects and evaluate funding options.
 - Assignment of allotments to all residential taps for implementation of surcharges in 2025.
 - Continue with non-residential allotment assignment.
 - ❖ Operations and Technology:
 - Determine size of office and land required for future growth.
 - Update Safety Manual.
 - Finish database for Lead Service Line Inventory prior to October 16, 2024.

CLFP:

District Manager Kauffman presented the following information to the Board:

- The performance of the removal of Upflow Clarifiers was not mentioned in the CLFP Board Packet, however in the meeting it was discussed that it did not go well.
 - ❖ The flock particles were too large and too fragile, the likely problem was determined to be too much or too little contact time with the coagulant.
 - ❖ The CLFP Board asked what needed to be done to correct the issue and CLFP Plant Superintendent Darrell Larson stated that higher flows would help.
 - Ms. Kauffman noted that the flows are lower in the winter.
 - It was suggested that pilot testing with chemicals could resolve the problem.
 - ❖ Good conversation was held about needing to test different options to be prepared to use water from Dry Creek Reservoir in the spring and summer of 2024.
 - ❖ CLFP Plant Manager Whittet was still being cautious about using Dry Creek Reservoir water but he cannot start until they have the one Million Gallon per Day (MGD) pump.

- ❖ Director Szmyd noted that the District will continue to receive Taste and Odor comments from customers as the Dry Creek Reservoir water will always be different than the Carter Lake water.
- Director Brandenburg noted that during the CLFP Board Meeting he brought up if the conversion of the Old North Plant to increase contact time for water treatment would be of benefit.
 - ❖ It was decided that the benefit would be short-term and therefore the CLFP Board decided not to move forward with the conversion at this time.
- Progress on the pretreatment plant was going well.
 - ❖ Piping modifications had started to prepare piping connections for the new filters so the plant will not need to be shut down during construction.

SVWA:

District Manager Kauffman presented the following information to the Board:

- The SVWA Board approved payment of the presented bills.
- The SVWA Board approved the Water Technology Group's Pump Maintenance Services Agreement and the Automation and Electronics, Inc.'s Brine Disposal Injection Pump Station Control Services Agreement.
- A step test was performed on the injection well and it passed.
 - ❖ SVWA Staff are waiting for approval from the Environmental Protection Agency (EPA).
 - ❖ Director Martens suggested SVWA injects chlorine dioxide into the well to keep it clean.

Windy Gap Firing Project Quarterly Update:

District Manager Kauffman presented the following information to the Board:

- Colorado River Connectivity Channel (CRCC):
 - ❖ The Windy Gap reservoir will begin filling the week of December 11, 2023, for the State Engineer to certify that the dam is safe.
 - The filling will be accomplished in approximately seven days.
 - The water will be held for one month for monitoring and then some water will be released to accommodate ice impacts for the winter.
 - ❖ Most of the plants in the new channel have been installed and fencing set up to protect the vegetation susceptible to damage by animals.
 - The team at Northern Colorado Water Conservancy District (Northern) and CEI are preparing for a large runoff next spring / summer based on the El Nino condition and the full reservoirs.
- Chimney Hollow:
 - ❖ The current dam height is 153 feet from the downstream toe.
 - It is expected that the dam will reach the midpoint in height in the upcoming months, thereby requiring a payment to the Grand Foundation as a part of the settlement.
 - There is only 60 feet of plinth remaining to be constructed for the dam foundation near the left abutment failure.
 - ❖ The pipe for the valve house arrived on site without the appropriate heat treatment for the welds.
 - The heat treatment was conducted onsite.
 - ❖ The inlet / outlet tunnel is making significant progress with the new road-header on site for the excavation of the upstream portion of the tunnel.
 - ❖ The old road-header was not working well, and the crews had been using drill and blast methods until November 27, 2023.

- ❖ The downstream tunnel has completed approximately 100 feet of reinforced concrete liner and is placing approximately 25 feet every 10 days.

Public Hearing: Action Item: Resolution 2023-33 Inclusions and 2023-34 Exclusions

President McMurtrey opened the Public Hearing. There were no public comments, and the Public Hearing was closed.

It was moved by Director Szmyd, seconded by Director Brandt, to adopt Resolution 2023-33 Inclusion (Eggebrecht/Abbott) and Resolution 2023-34 Exclusions (HT Land Partners, Tri Pointe Homes Holdings). Motion Carried unanimously.

President McMurtrey called for a second break at 7:10 p.m. The meeting resumed at 7:18 p.m.

STAFF REPORTS

District Manager's Report: District Manager Kauffman reported on the following:

- District Activities:
 - ❖ On November 17, 2023, the office closed early for the District Holiday Lunch at The Boot Bar and Grill.
 - The weather was beautiful, and Staff were able to hang out on the balcony for the afternoon.
 - ❖ Ms. Kauffman attended the NoCo Water Alliance Meeting on November 17, 2023.
 - A presentation by Northern staff was given regarding the native waters in the local area that have been purchased by communities in the Denver metro region and potential ways to discourage future purchases by those same communities.
 - Also discussed were status updates by all agencies and rate increase announcements.
 - Many communities are considering or implementing large rate increases to accommodate impacts that growth has had.
 - ❖ Ms. Kauffman met with CWCWD District Manager Linker for lunch on November 28, 2023.
 - Issues common to the two districts and individual concerns were discussed.
 - Many topics were surrounded by Dry Creek Reservoir issues, including but not limited to, solar feasibility study by the District, native water deliveries to Dry Creek Reservoir and associated water quality issues, pumping from Dry Creek reservoir to assist with water quality issues, pump and pipeline capacity issues during future canal shutdowns.
 - Additional topics included elevated disinfection biproduct test results, an updated operating agreement for CLFP, and relocation of joint facilities with Colorado Department of Transportation (CDOT) improvements.
 - ❖ Business Manager Angela Diekhoff, Operations Manager Ken Lambrecht, District Engineer Brad E. Eaton, Business Project Manager Kammy K. Tinney, Water Resources Administrator Amanda Hoff, and Ms. Kauffman went to an offsite leadership retreat on Wednesday, November 29, 2023.
 - The retreat was hosted by the current Fire Chief of Elizabeth Fire District and his division chief.
 - It was a half day of hearing how things can go terribly wrong and the ways to help things go better.
 - It all comes down to communication and management unity.
- CWCWD Joint Board meeting:
 - ❖ Ms. Kauffman request Mr. Linker to present dates for a joint board meeting to poll both boards.

- ❖ Mr. Linker suggested dates in February 2024.
- Colorado Water Congress:
 - ❖ The Colorado Water Congress Annual Convention will be held January 31 through February 2, 2024, at the Hyatt Regency Aurora Convention Center.
 - ❖ Ms. Kauffman requested Directors advise her if they wish to attend and Staff will have them registered.
 - ❖ The 2024 program will focus on risk, resilience, and growth.
- Anticipated January Board Meeting Topics:
 - ❖ Non-Potable Operations Agreement.
 - ❖ Development Agreement Template.

Business Manager's Report: Business Manager Diekhoff reported on the following:

- Board:
 - ❖ The Board members were given a choice of dates in January 2024 and asked to advise Administrative Assistant Judy O'Malley their preferences for a Holiday Dinner.
- Eye on Water (EOW):
 - ❖ District customers signing up for new EOW accounts continued to increase slightly.
- Other:
 - ❖ President McMurtrey questioned what information is sent to new customers, including renters.
 - Ms. Diekhoff noted what information is included in a packet of information that is sent and advised she is working on creating a separate packet for renters.
 - ❖ Ms. Diekhoff advised the payment assistance program that covered Boulder, Larimer, and Weld Counties has been discontinued.
 - ❖ Ms. Diekhoff advised that emergency notifications for the District is now in place.

District Engineer's Report: District Engineer Eaton reported on the following:

- There were four Tap Commitment Requests for October. The year-to-date total was 68.
- Capital Projects:
 - ❖ With the Assistance of Business Project Manager Tinney, the land agents have acquired an additional three easements for the Northeast Transmission Line.
 - ❖ The Loveland / Campion project was progressing well.
 - Staff were very pleased with the contractor.
 - ❖ The 54 Bridge Waterline Relocation is going well, and the project is expected to be completed by the end of 2023.
 - ❖ The Water System Master Plan is moving along.
 - There will be regular meetings for updates and the plan should be completed in early 2024.
- Development Projects:
 - ❖ Existing projects continued to enter different phases of acceptance.
- Other Engineering Department Activities:
 - ❖ Engineering Staff remained busy with referrals, development projects, capital improvement projects and the water court change case.
 - ❖ Design coordination with CDOT for their I-25 Segment 5 Improvement Project (Highway 66 to Highway 56) with Staff supplying CDOT with record drawings of existing infrastructure.
 - The next coordination meeting was expected later in December and Staff were hoping for more information regarding impacts and schedule.
 - ❖ Discussion continued with Brookfield for construction of the West I-25 Transmission Line, and funding of the required oversizing.

- Easement acquisition is complete except for final negotiations with two property owners.

Water Resources Manager's Report: Water Resources Manager Nancy Koch reported on the following:

- Water use for the month of November was very low.
 - ❖ Water Resources Administrator Hoff was working with the Operations Department to review the master meter data for accuracy.
- Water Resources Manager Koch will be submitting the bill for carryover water to Business Manager Diekhoff.
- Ms. Koch noted that the 2023 – 2024 Water Year quota is at 50 percent and Northern will declare a supplemental quota in April 2024.
- Water Court Change Cases Updates:
 - ❖ Staff met with Home Supply and are moving forward with infrastructure design.
 - ❖ Staff will monitor Johnstown's Home Supply change of use case to determine if a settlement between Johnstown and the objectors affects its own Home Supply change case.
 - ❖ Firestone applied to the Water Court to use 6 wells for municipal use- 2 existing and 4 proposed. The judge dismissed the application for the 4 new wells.
 - The judge dismissed the case stating the two existing wells were enough.
 - Director Szmyd questioned if the wells were to be used to feed the SVWA and Ms. Koch advised that they were.
- The seasonal outlook report predicted near normal temperatures and slightly above normal precipitation.

Operations Manager's Report and Water Quality Update: Operations Manager Ken Lambrecht reported on the following:

- Locate requests and leak repairs were both higher than average.
- Monthly Water Quality Report:
 - ❖ Monthly Total Coliform samples were within acceptable parameters.
 - ❖ Disinfection Byproducts (DBP2) showed an increase in both the Total Trihalomethanes (TTHMs) and the Haloacetic Acids Fives (HAA5s) over the last six months, however, all results were below the Maximum Contaminant Level (MCL).
 - Mr. Lambrecht contacted CLFP and was advised they had to add additional chlorine to the water.
- Project Updates and Notes:
 - ❖ The antenna installation for the Telemetry Upgrades had been installed at two sites.
 - ❖ Staff are currently working to incorporate new radio signals into the existing Supervisory Control and Data Acquisition (SCADA) system.
 - ❖ Valve Exerciser Crew Leader Alan Cordova was able to return to the Valve Exercising project.
- Operations Manager Lambrecht advised the Board that due to the Colorado Department of Public Health and Environment (CDPHE) audit findings of two significant deficiencies and one violation a letter had been sent to all District customers advising of the situation.
 - ❖ Both deficiencies have been corrected.
 - ❖ The violation was addressed as the Twin Mounds Five Million Gallon (MG) Tank was put back into service and the Two MG Tank was drained so a Comprehensive Inspection could be completed.

- ❖ The Comprehensive Inspection Report was submitted to CDPHE on November 28, 2023, and Mr. Lambrecht was waiting for a response to the updates.
- ❖ Mr. Lambrecht noted there had been very few calls from customers about the letter.
 - Most of the calls were to thank the District for the information and communicating with the customers.

Discussion followed regarding what the District can test for when receiving Taste and Odor calls, and what information the District provides to customers if they wish to have further testing completed themselves.

DIRECTOR REPORTS

- Director Brandenburg advised he has fully recovered from his injury.
- Director Walker advised he passed his last physical.
- Director Martens noted that he and Director Szmyd are experiencing some of the same issues as the District with contractors not being able to complete work on their homes in a timely manner.
- Director Brandt noted he had hail damage to his property and is still waiting for the repair work to be completed.
 - ❖ Mr. Brandt noted the people he speaks with on the phone understand what is needed for the repair, however the people who come out to do the work do not bring the necessary materials.
- President McMurtrey advised the Cities of Boulder (Boulder) and Lafayette (Lafayette) are advertising for Ditch Rider and Operator positions.
 - ❖ Ms. McMurtrey noted that Lafayette offers housing with the position.

Staff were excused from the Regular Meeting at 7:40 p.m.

The Board went into Executive Session at 7:41 p.m. for C.R.S. §24-6-404(4) subpart (e) to determine positions relative to matters that may be subject to negotiation or to develop strategy for negotiations and instructing negotiators to discuss Agenda Item 6.2 Brookfield Term Sheet. The Board left the Executive Session for Agenda Item 6.2 at 8:42 p.m.

The Board went into a second Executive Session at 8:43 p.m. for C.R.S. §24-6-404(4) subpart (f) to discuss personnel matters – District Manager Kauffman's Annual Review. The Board left the second Executive Session at 9:23 p.m.

It was moved by Director Szmyd, seconded by President McMurtrey, to adjourn the meeting at 9:24 p.m. Motion carried unanimously.

Respectfully submitted,

Amber Kauffman

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 5.2

Staff: Amber Kauffman, District Manager; Holly Suess, Conservation Specialist; Judy O'Malley, Administrative Assistant

Subject: Tap List 696

Staff Recommendation: Staff recommends approval.

Discussion:

TAP LIST 696 ~ NEW AND AMENDED CONTRACTS

TAP #	NAME	5/8-inch MINI	5/8-inch URBAN	5/8-inch STANDARD	OTHER	WATER RIGHTS	CIL
10330	Timothy and Elizabeth Harris			X		.70 AF	
10331	Landsea Homes		X			.35 AF	
10332	Landsea Homes		X			.35 AF	
10333	Barefoot LLC		X			.35 AF	
10334	Barefoot LLC		X			.35 AF	
10335	Barefoot LLC		X			.35 AF	
10336	Barefoot LLC		X			.35 AF	
10337	Barefoot LLC		X			.35 AF	
10338	Barefoot LLC		X			.35 AF	
10339	Richmond American Homes		X			.35 AF	
10340	Richmond American Homes		X			.35 AF	
10341	Richmond American Homes		X			.35 AF	
10342	Richmond American Homes		X			.35 AF	
10343	Richmond American Homes		X			.35 AF	
10344	Richmond American Homes		X			.35 AF	
10345	Richmond American Homes		X			.35 AF	
10346	Richmond American Homes		X			.35 AF	
10347	Richmond American Homes		X			.35 AF	
10348	Richmond American Homes		X			.35 AF	
10349	Richmond American Homes		X			.35 AF	
10350	Richmond American Homes		X			.35 AF	
10351	Richmond American Homes		X			.35 AF	
10352	Richmond American Homes		X			.35 AF	
10353	Richmond American Homes		X			.35 AF	
10354	Richmond American Homes		X			.35 AF	
10355	Richmond American Homes		X			.35 AF	
10356	Richmond American Homes		X			.35 AF	
10357	Richmond American Homes		X			.35 AF	
10358	Richmond American Homes		X			.35 AF	
10359	Richmond American Homes		X			.35 AF	
10360	Richmond American Homes		X			.35 AF	
10361	Richmond American Homes		X			.35 AF	
10362	Richmond American Homes		X			.35 AF	
10363	Richmond American Homes		X			.35 AF	
10364	Karma and Kumari Bhotia			X			.70 AF
10365	Lennar		X			.35 AF	
10366	Lennar		X			.35 AF	
10367	Lennar		X			.35 AF	
10368	Lennar		X			.35 AF	
10369	Lennar		X			.35 AF	
10370	Lennar		X			.35 AF	
10371	Lennar		X			.35 AF	
10372	Barefoot LLC			X		.70 AF	
10373	Thomas Reynolds			X		.70 AF	
1074	Sanchez Porters CO			X		.70 AF	
10375	Thomas and Rita Sakowica			X			.70 AF
10376	Novak Family Revocable Trust			X			.70 AF

TAP LIST 696 ~ NEW AND AMENDED CONTRACTS (CONTINUED)

TAP #	NAME	5/8-inch MINI	5/8-inch URBAN	5/8-inch STANDARD	OTHER	WATER RIGHTS	CIL
10377	RH Amen Farms LLC				5/8-inch Irrigation		.70 AF
10378	Lennar		X			.35 AF	
10379	HCR Investments LLC			X			.70 AF
10380	HCR Investments LLC			X			.70 AF
10381	Brian and Rebecca Wilcox			X			.70 AF
10382	Phillip and Julie Link			X			.70 AF
10383	John and Elizabeth Hunter			X			.70 AF
10384	Kenneth Murawski and Katherine Caufield			X		.70 AF	
10385	Kenneth Murawski and Katherine Caufield			X		.70 AF	
10386	Kenneth Murawski and Katherine Caufield			X		.60 AF	.10 AF
10387	David and Angela Bromlely			X			.70 AF

	5/8-inch MINI	5/8-inch URBAN	5/8-inch STANDARD	OTHER	WATER RIGHTS	CIL
DECEMBER 2023 TOTALS	0	41	16	1	19.15 AF	7.1 AF
YEAR-TO-DATE 2023 TOTALS	0	239	44	7	109.50 AF	11.35 AF
TAPS BUDGETED 2023	0	220	5			

Tap Commitments	Balance
Taps with Water Rights Satisfied/Water Dedications	52
Dormant Taps	5
Total Other Tap Commitments	57

MISC. RECEIVABLES

TAP #	NOTES	ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
4139		1			.10 AF
1792		1			.10 AF
8043	Additional Water			1	.12 AF
5003		1			.35 AF
9827		1			.10 AF
3709		1			.10 AF
621 and 2083	Additional Water - Aurora Dairy			1	5 AF
		ACCESSORY DWELLINGS	UPSIZED TAPS	ADDITIONAL ALLOCATION	CIL
DECEMBER 2023 TOTALS		5	0	2	5.87 AF
YEAR-TO-DATE 2023 TOTALS		7	3	3	9.24 AF

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 5.3 Disbursements

Staff: Angela Diekhoff, Business Manager

Subject: December 2023 Disbursements.

Staff Recommendation: Approval.

December 2023 Disbursements

Request approval of the December 2023 Cash Disbursements in the amount of \$5,980,084.55.

Operating Account: \$5,655,318.60

ACH Manual Check Numbers 5092 to 5165 – \$5,109,643.31.

Check Numbers 11647 to 11686– \$545,675.29.

Payroll Account: \$324,765.95 (Two bi-weekly payroll periods paid in December)

ACH Transmittal Vouchers 2413 to 2424 – \$165,704.92.

ACH Direct Deposit Numbers 13178 to 13254– \$159,061.03.

Discussion:

All expenses are for normal operating costs, except for \$197,838.61 for Loan Payments, \$4,969,266.50 for Capital Cost – District, and \$67,459.19 for Capital Cost – Joint.

Little Thompson Water District Cash Disbursements Summary Check Issue Dates: 12/01/2023 to 12/31/2023		
Employee Related Expenses	\$	324,765.95
Capital Cost-District	\$	4,969,266.50
2017 Signature Loan Interest	\$	197,838.61
Filter Plant Ops Expense	\$	127,698.48
Legal Expenses	\$	75,791.41
Capital Cost-Joint	\$	67,459.19
Dry Creek Reservoir Expense	\$	58,050.11
Tap Relocations	\$	22,597.50
Sys Repairs	\$	21,384.90
Service Contracts	\$	16,759.98
O & M	\$	15,430.89
Storage Tank Maintenance	\$	10,550.00
Adams Credit Card - Office Sup-\$203; Seminars-\$215; Bld/Grnds-\$445; Office Exp-\$3402; Uniforms-\$136; Communications-\$105; Safety-\$55; Veh-\$1752; Capital-\$359; Misc-\$2721	\$	8,997.64
St. Vrain Authority	\$	7,745.43
Vehicle Expenses	\$	6,828.83
Office Expenses	\$	5,769.59
Water Quality	\$	5,578.00
Communication Expenses	\$	4,143.67
Operations - Utilities	\$	3,843.84
Public Relations	\$	3,800.00
Bldg/Grnds	\$	3,501.57
Firestone Surcharge Fee	\$	2,936.14
Fire Hyd Meter Deposits	\$	2,640.00
Insurance-Worker Compensation	\$	2,498.00
Uniforms Expenses	\$	2,015.41
Landscaping Incentives	\$	1,801.94
Travel & Lodging	\$	1,600.70
Routine Repairs	\$	1,577.50
Locate Expense	\$	1,563.48
24 Brookfield WL Passthrough	\$	1,375.28
Engr/CAD/Prof Expenses	\$	1,155.00
GIS	\$	960.00
Safety Expenses	\$	840.62
Inventory	\$	680.00
PRV Routine Repairs	\$	301.52
Insurance-Property & Casualty	\$	224.75
Purchased Water Expenses	\$	112.12
Total	\$	5,980,084.55

Little Thompson Water District
Cash Disbursements Detail
Check Issue Dates: 12/01/2023 to 12/31/2023

Operations

Check Number	Check Issue Date	Payee	Description	Amount
5138	12/15/2023	Platte River Power Authority	Capital Expenses-District-Water Rights - Other	\$ 4,500,000.00
11666	12/13/2023	Timber Wolf Excavating LLC	Capital Cost-District-Loveland/Campion Conversion	\$ 351,133.13
5096	12/1/2023	Signature Public Funding	2017 Signature Loan Interest	\$ 197,838.61
5103	12/14/2023	Carter Lake Filter Plant	Filter Plant Ops Expense	\$ 127,698.48
5152	12/29/2023	Handy Ditch Company	Legal Expenses	\$ 67,178.25
11679	12/28/2023	Herbert E&I, LLC	Telemetry Improvements	\$ 63,253.14
11677	12/28/2023	Gopher Excavation Inc	Dry Creek Reservoir Expense	\$ 55,549.11
5149	12/29/2023	Carter Lake Filter Plant	Capital Cost-Joint-CLFP Vehicles & Equipment	\$ 40,658.57
5104	12/14/2023	Carter Lake Filter Plant	Capital Cost-Joint-Pretreatment Construction	\$ 26,800.62
5125	12/14/2023	Orback Construction	Tap Relocations	\$ 22,597.50
11662	12/13/2023	Security and Sound Design Inc.	Capital Cost-District-Office Upgrade-Fire Alarm Sys	\$ 16,264.50
5109	12/14/2023	CR LAND SERVICES, LLC	Capital Cost-District-Northeast Transmission Line	\$ 15,640.00
5129	12/14/2023	Stratus Information Systems (ITX)	O & M	\$ 13,999.34
11685	12/28/2023	St Vrain Companies Inc.	Sys Repairs	\$ 12,000.00
11653	12/13/2023	Gopher Excavation Inc	Storage Tank Maintenance	\$ 10,550.00
5117	12/14/2023	INFOSEND INC	Service Contracts	\$ 9,440.36
5095	12/4/2023	Adams Bank MasterCard	Adams Credit Card- Office Sup-\$203; Seminars-\$(215);Bld/Grnds-\$445;Office Exp-\$3402;Uniforms-\$136;Communications-\$105;Safety-\$55;Veh-\$1752; Capital-\$359; Misc-\$2721	\$ 8,997.64
11663	12/13/2023	St. Vrain Water Authority	St. Vrain Authority	\$ 7,745.43
5120	12/14/2023	Landmark EPC LLC	Capital Cost-District-Loveland/Campion Conversion	\$ 6,512.75
5128	12/14/2023	Snowmelt Water Engineering, LLC	Capital Expenses-District-Water Rights Consulting	\$ 6,075.00
5165	12/29/2023	WEX Bank	Vehicle Expenses	\$ 5,966.90
11675	12/28/2023	Ditesco	Capital Cost-District-3rd & Welker Waterline Replace	\$ 5,850.00
5163	12/29/2023	Timber Line Electric & Control	Service Contracts	\$ 5,650.00
5151	12/29/2023	Dana Kepner Company Inc	Water Quality	\$ 5,013.00
5102	12/14/2023	Carlson Hammond & Paddock	Legal Expenses	\$ 4,711.46
5133	12/14/2023	WildRock PR & Marketing, LLC	Public Relations	\$ 3,800.00
5121	12/14/2023	Loveland Barricade	Sys Repairs	\$ 3,595.50
11664	12/13/2023	Starr & Westbrook PC	Office Expenses	\$ 3,529.00

Check Number	Check Issue Date	Payee	Description	Amount
11668	12/13/2023	Town of Firestone	Firestone Surcharge Fee	\$ 2,936.14
5139	12/19/2023	PINNACOL	Insurance-Worker Compensation	\$ 2,498.00
11654	12/13/2023	JERIK MCCUNE & RACQUEL MCCUNE	Capital Cost-District-Northeast Transmission Line	\$ 2,358.48
5157	12/22/2023	Landmark EPC LLC	Capital Cost-District-54 Bridge-Waterline Relocation	\$ 2,073.50
5124	12/14/2023	On-Demand Concrete	Sys Repairs	\$ 2,028.41
11682	12/28/2023	PERFECT PATCH ASPHALT	Fire Hyd Meter Deposits	\$ 1,938.00
11667	12/13/2023	TJ STECK	Travel & Lodging	\$ 1,600.70
11652	12/13/2023	Custom Coatings	Routine Repairs	\$ 1,577.50
5131	12/14/2023	UNCC	Locate Expense	\$ 1,563.48
5148	12/29/2023	Carlson Hammond & Paddock	Legal Expenses	\$ 1,543.00
5135	12/14/2023	Poudre Valley REA	Operations - Utilities	\$ 1,533.84
5142	12/26/2023	XCEL Energy	Bldg/Grnds	\$ 1,436.90
5146	12/28/2023	Poudre Valley REA	Operations - Utilities	\$ 1,425.06
11673	12/28/2023	Colorado Analytical	Dry Creek Reservoir Expense	\$ 1,376.00
5132	12/14/2023	Western States Land Services LLC	24 Brookfield WL Passthrough	\$ 1,375.28
5158	12/29/2023	Loveland Barricade	Sys Repairs	\$ 1,346.50
5134	12/14/2023	WILLDAN FINANCIAL SERVICES	Engr/CAD/Prof Expenses	\$ 1,155.00
5122	12/14/2023	Loveland Ready Mix Concrete Inc.	Sys Repairs	\$ 1,129.50
5105	12/14/2023	Carter Lake Filter Plant	Dry Creek Reservoir Expense	\$ 1,125.00
5113	12/14/2023	Frontier Business Products	Service Contracts	\$ 1,063.62
5119	12/14/2023	John Deere Financial	Uniforms Expenses	\$ 1,063.06
5141	12/22/2023	AT&T Mobility	Communication Expenses	\$ 1,047.74
5114	12/14/2023	Handy Ditch Company	Legal Expenses	\$ 1,001.50
5116	12/14/2023	IMEG	GIS	\$ 960.00
5092	12/4/2023	Verizon Wireless	Communication Expenses	\$ 932.99
11659	12/13/2023	Reporter Herald	Office Expenses	\$ 914.95
11669	12/13/2023	Waas Campbell Rivera Johnson & Velasquez	Legal Expenses	\$ 786.00
5108	12/14/2023	Core & Main LP	Sys Repairs	\$ 775.33
5112	12/14/2023	Ferguson Waterworks	O & M	\$ 755.55
11672	12/28/2023	BROTHERS EXCAVATING	Fire Hyd Meter Deposits	\$ 702.00
5110	12/14/2023	Dana Kepner Company Inc	Inventory	\$ 680.00
5143	12/27/2023	Verizon Wireless	Communication Expenses	\$ 673.47

Check Number	Check Issue Date	Payee	Description	Amount
5107	12/14/2023	Cintas Corporation #737	Bldg/Grnds	\$ 670.11
11684	12/28/2023	Security and Sound Design Inc.	Service Contracts	\$ 606.00
5150	12/29/2023	Cintas Corporation #737	Safety Expenses	\$ 603.65
11650	12/13/2023	Colorado Rural Water Assoc.	Office Expenses	\$ 600.00
5162	12/29/2023	Rocky Mtn Quick Lube	Vehicle Expenses	\$ 586.29
5159	12/29/2023	Lowe's Business Acct/GECRB	Bldg/Grnds	\$ 581.56
11660	12/13/2023	ROBERT OR DOREENE KEEP	Landscaping Incentives	\$ 575.00
11676	12/28/2023	FABIO LUIZ RODRIGUES DINIZ	Landscaping Incentives	\$ 575.00
11674	12/28/2023	Consolidated Home Supply Ditch	Legal Expenses	\$ 571.20
5111	12/14/2023	Eurofins Eaton Analytical Inc	Water Quality	\$ 565.00
5099	12/7/2023	Poudre Valley REA	Operations - Utilities	\$ 519.61
5098	12/5/2023	Verizon Wireless	Communication Expenses	\$ 412.24
5155	12/29/2023	Jax Outdoor Gear	Uniforms Expenses	\$ 400.66
11657	12/13/2023	MICHAEL OR APRIL GRUBER	Landscaping Incentives	\$ 400.00
11651	12/13/2023	Crystal Landscape Supplies Inc	Sys Repairs	\$ 398.93
5153	12/29/2023	Home Depot Credit Services	O & M	\$ 389.46
5097	12/5/2023	CenturyLink	Communication Expenses	\$ 379.99
5100	12/7/2023	COMCAST	Communication Expenses	\$ 359.57
5093	12/4/2023	Verizon Wireless	Communication Expenses	\$ 337.67
11665	12/13/2023	Stone Heating and Air, LLC	Bldg/Grnds	\$ 330.00
5144	12/27/2023	United Power Inc	Operations - Utilities	\$ 308.79
11649	12/13/2023	Chambers Plumbing & Heating	Bldg/Grnds	\$ 265.50
5115	12/14/2023	Home Depot Credit Services	PRV Routine Repairs	\$ 259.30
11658	12/13/2023	Prairie Mountain Media	Office Expenses	\$ 258.68
5118	12/14/2023	Jax Outdoor Gear	Safety Expenses	\$ 236.97
5147	12/29/2023	Bomgaars Supply	Uniforms Expenses	\$ 229.63
5126	12/14/2023	Sam's Club	Office Expenses	\$ 229.24
5154	12/29/2023	InfoArmor, Inc.	Insurance-Property & Casualty	\$ 224.75
5160	12/29/2023	Napa Auto Parts	Vehicle Expenses	\$ 203.88
11655	12/13/2023	JULIE OR RONALD SCHROEDER	Landscaping Incentives	\$ 176.94
5123	12/14/2023	Lowe's Business Acct/GECRB	O & M	\$ 176.57
5156	12/29/2023	John Deere Financial	Uniforms Expenses	\$ 139.98

Check Number	Check Issue Date	Payee	Description	Amount
11683	12/28/2023	Scheels All Sports	Uniforms Expenses	\$ 122.08
11671	12/28/2023	Berthoud Ace Hardware	Sys Repairs	\$ 110.73
5130	12/14/2023	Tractor Supply Credit Plan	O & M	\$ 109.97
11686	12/28/2023	Waas Campbell Rivera Johnson & Velasquez	Capital Cost-District-Northeast Transmission Line	\$ 106.00
11656	12/13/2023	LTWD Petty Cash Fund	Office Expenses	\$ 102.66
11647	12/13/2023	Berthoud Ace Hardware	Bldg/Grnds	\$ 95.71
11648	12/13/2023	BOB OR RHONDA WARREN	Landscaping Incentives	\$ 75.00
5164	12/29/2023	Tractor Supply Credit Plan	Vehicle Expenses	\$ 71.76
11661	12/13/2023	S & S Sanitation	Bldg/Grnds	\$ 68.56
5127	12/14/2023	Sam's Club	Office Expenses	\$ 64.06
11681	12/28/2023	MI Sports	Uniforms Expenses	\$ 60.00
5145	12/28/2023	Town of Berthoud	Bldg/Grnds	\$ 53.23
11678	12/28/2023	Grainger	PRV Routine Repairs	\$ 42.22
11670	12/13/2023	Weld County Clerk & Recorder	Office Expenses	\$ 38.00
5094	12/4/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 33.16
11680	12/28/2023	Larimer County Clerk & Recorder	Office Expenses	\$ 33.00
5140	12/21/2023	City of Loveland Water & Power	Purchased Water Expenses	\$ 32.51
5161	12/29/2023	Northern Co Water Cons Dist	Purchased Water Expenses	\$ 28.50
5136	12/15/2023	XCEL Energy	Operations - Utilities	\$ 24.54
5106	12/14/2023	Central Weld County Water District	Purchased Water Expenses	\$ 17.95
5101	12/13/2023	XCEL Energy	Operations - Utilities	\$ 16.35
5137	12/15/2023	XCEL Energy	Operations - Utilities	\$ 15.65
Total Operations				\$ 5,655,318.60

Payroll

Check Number	Check Issue Date	Payee	Description	Amount
2413	12/4/2023	EFTPS	Federal Withholding Tax Pay Period: 12/3/2023	\$ 28,684.47
2414	12/4/2023	CDOR	CO State Withholding Tax Pay Period: 12/3/2023	\$ 4,296.00
2415	12/4/2023	COLONIAL LIFE INSURANCE	COLONIAL LIFE Pay Period: 12/3/2023	\$ 241.58
2416	12/4/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 12/3/2023	\$ 13,060.69
2417	12/4/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 12/3/2023	\$ 9,362.40
2418	12/4/2023	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 12/3/2023	\$ 1,959.24
2419	12/18/2023	EFTPS	Federal Withholding Tax Pay Period: 12/17/2023	\$ 28,715.64
2420	12/18/2023	CDOR	CO State Withholding Tax Pay Period: 12/17/2023	\$ 4,335.00
2421	12/18/2023	CEBT	Insurance CEBT Pay Period: 12/17/2023	\$ 50,059.80
2422	12/18/2023	COLORADO RETIREMENT ASSOCIATION	401 Contributions Pay Period: 12/17/2023	\$ 12,733.46
2423	12/18/2023	COLORADO RETIREMENT ASSOCIATION	457 Contributions Pay Period: 12/17/2023	\$ 9,362.40
2424	12/18/2023	Alerus	HEALTH SAVINGS ACCOUNT Pay Period: 12/17/2023	\$ 2,894.24
13178 13212	12/5/2023	Direct Deposit	Pay Peroid 11/20/2023 To 12/3/2023	\$ 77,871.51
13213	12/5/2023	Szmyd, William R	November Board Meeting	\$ 105.32
13214	12/5/2023	Martens, Edward M	November Board Meeting	\$ 108.33
13215	12/5/2023	Brandt, Larry R	November Board Meeting	\$ 111.35
13216	12/5/2023	Brandenburg, Steven T	November Board Meeting	\$ 104.66
13217	12/5/2023	McMurtrey, Emily J	November Board Meeting	\$ 102.04
13218	12/5/2023	Walker, James J	November Board Meeting	\$ 111.87
13219	12/5/2023	Heiland, Ryan M	November Board Meeting	\$ 99.42
13220-13254	12/19/2023	Direct Deposit	Pay Period 12/4/2023 to 12/17/2023	\$ 80,446.53
Total Payroll				\$ 324,765.95
Total Cash Disbursements				\$ 5,980,084.55

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item Number: 5.4

Staff: Angela Diekhoff, Business Manager

Subject:

Discussion of the Financial Reports (Unaudited)

Staff Recommendation:

Staff recommend acceptance of the December Financial Reports.

Discussion:

OPERATING FUND:

Operating Revenue – We have collected \$11,734,084 which is \$541,771 more than Amended Budget.

Operating Costs – We have spent \$13,534,472 which is \$20,546 less than Amended Budget.

Operating Gain (Loss) – We have an operating loss of 1,800,389 which is \$562,316 less than Amended Budget.

NON-OPERATING FUND:

Non-Operating Revenue – We have collected \$9,084,318 which is \$1,960,49 more than Amended Budget.

Capital Costs – District – We have spent \$13,573,841 which is \$2,677,365 less than Amended Budget.

Detail of the year-to-date District Capital Projects:

Capital Costs – District	Actual YTD	YTD Budget	Annual Budget
County Rd Improvements	\$ 32,718	\$ 40,000	\$ 40,000
Service Connection Expense	\$ 167,016	\$ 222,490	\$ 222,490
Telemetry Improvements	\$ 173,431	\$ 182,500	\$ 182,500
Water Quality Equip & Testint	\$	\$ 23,508	\$ 23,508
Small Line Abandonment	\$ 44,086	\$ 76,518	\$ 76,518
West 1st Street	\$ 49,763	\$ 49,763	\$ 49,763
Northeast Transmission Line	\$ 279,908	\$ 960,904	\$ 960,904
5 Mil Gal Twin Mounds Tank Coating	\$ 485,884	\$ 485,884	\$ 485,884
Loveland/Campion Conversion	\$ 865,094	\$ 533,880	\$ 533,880
54 Bridge-Waterline Relocation	\$ 549	\$ 993,000	\$ 993,000
Dry Creek Feasibility	\$ -	\$ 35,000	\$ 35,000
3rd & Welker Waterline Replace	\$ 34,219	\$ 428,369	\$ 428,369
LCR 8 & 21 Waterline Modification	\$ 298,783	\$ 298,783	\$ 298,783
Botterill-LTWD System Modification	\$ -	\$ 48,000	\$ 48,000
Twin Mounds Exterior Cathodic	\$	\$ 98,000	\$ 98,000
Foster Ridge Potholing	\$ 3,188	\$ -	\$ -
Total Capital Projects	\$ 2,434,636	\$ 4,476,599	\$ 4,476,599
Vehicle Replacement Program	\$ 54,340	\$ 106,856	\$ 106,856
Furn & Equip Replacement	\$ 30,265	\$ 33,765	\$ 33,765
Miscellaneous Equipment	\$ 11,927	\$ 14,000	\$ 14,000
Ops Equipment Replacement	\$ 3,915	\$ 10,000	\$ 10,000
Office Upgrade-Fire Alarm System	\$ 34,607	\$ 34,030	\$ 34,030
Office Upgrade-Front Lobby	\$ 35,423	\$ 35,423	\$ 35,423
Total Vehicles and Equipment	\$ 170,477	\$ 234,074	\$ 234,074
Water Rights - CBT	\$ -	\$ -	\$ -
Water Rights - Other	\$ 10,770,000	\$ 10,940,533	\$ 10,940,533
Water Resources Gen Eng	\$ 135,538	\$ 100,000	\$ 100,000
Water Resources Gen Legal	\$ 62,394	\$ 50,000	\$ 50,000
Native Water Conveyance	\$ -	\$ 150,000	\$ 150,000
Raw Water Infrastructure	\$ 795	\$ 150,000	\$ 150,000
2nd Use Infrastructure Study	\$	\$ 150,000	\$ 150,000
Total Water Rights	\$ 10,968,727	\$ 11,540,533	\$ 11,540,533
Total Capital Costs – District	\$ 13,573,841	\$ 16,251,206	\$ 16,251,206

Capital Costs - Joint: We have spent \$562,078, which is \$123,438 less than Amended Budget.

Detail of the year-to-date Joint Capital Projects:

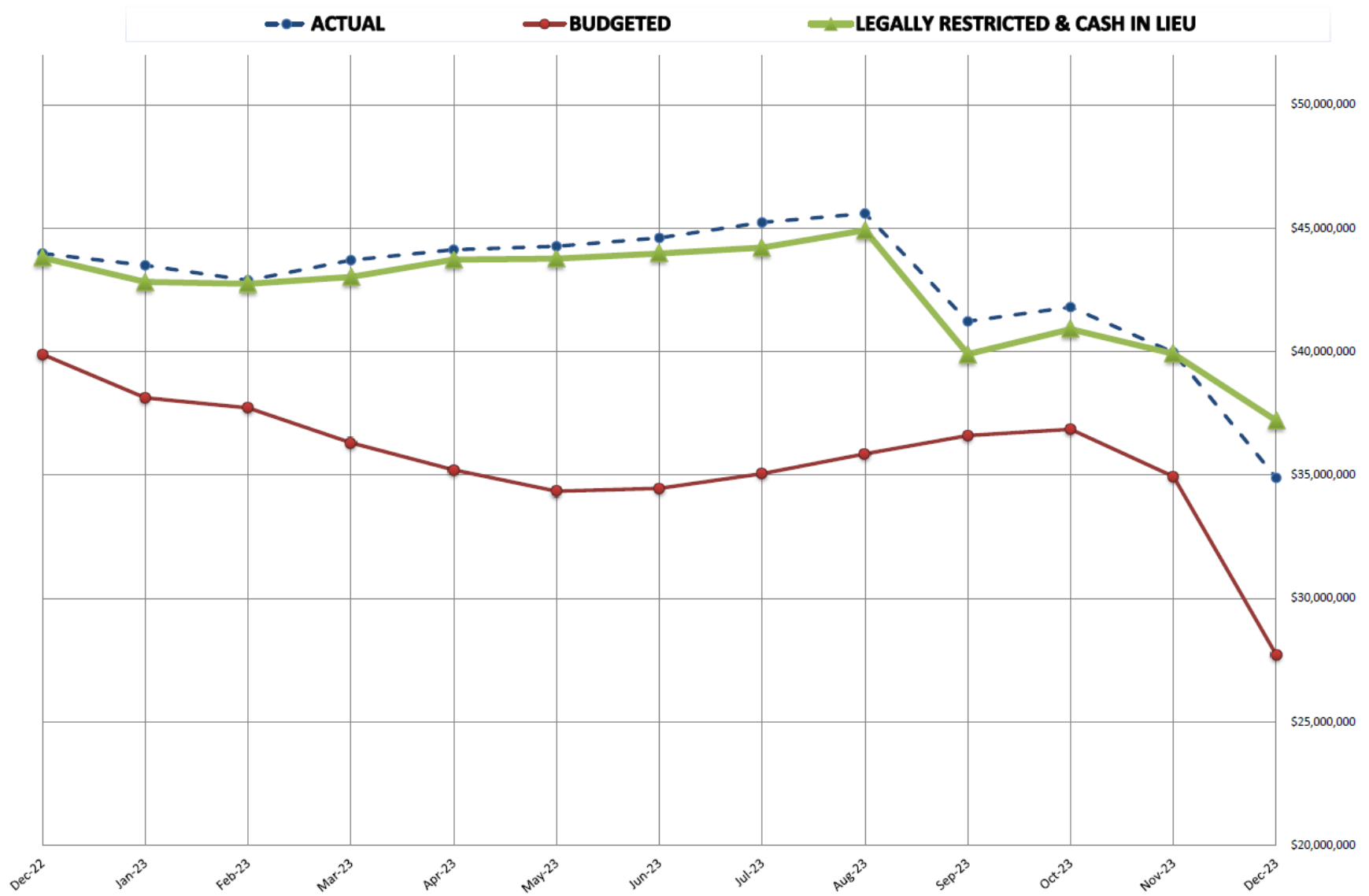
Capital Costs – Joint	Actual YTD	YTD Budget	Annual Budget
Dry Creek-Joint Cost	\$ -	\$ 150,000	\$ 150,000
Dry Creek-Joint Cost-Monitoring Sys	\$ 24,300	\$ -	\$ -
Dry Creek-Pump Station	\$ 13,415	\$ -	\$ -
CLFP Drying Bed Relocation	\$	\$ 5,966	\$ 5,966
CLFP 7 Mil Gal Water Tank	\$ 2,801	\$ -	\$ -
CLFP Vehicles & Equipment	\$ 154,059	\$ 133,019	\$ 133,019
Pretreatment Design	\$ 269,868	\$ 206,190	\$ 206,190
Pretreatment Construction	\$ 26,801	\$ -	\$ -
Road Improvements	\$ 20,467	\$ -	\$ -
CLFP North Plant-Filter	\$ 50,368	\$ 133,019	\$ 133,019
5 Mil Gal Steel Tank Painting	\$	\$ 32,322	\$ 32,322
Filter Rehab	\$	\$ 25,000	\$ 25,000
Total Capital Projects	\$ 562,078	\$ 685,516	\$ 685,516

Non-Operating Gain (Loss) – We have a net non-operating loss of \$5,051,601, which is \$4,760,952 less than Amended Budget.

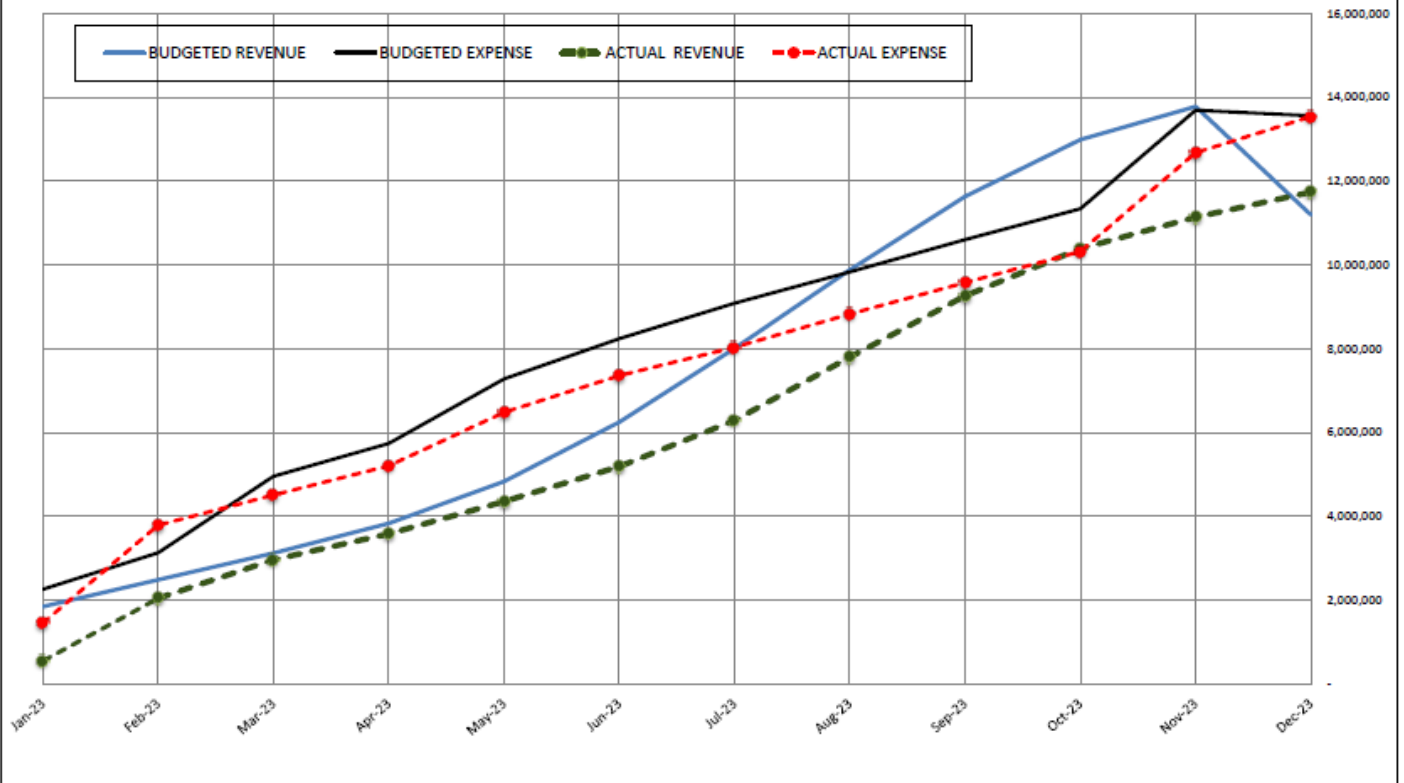
CHANGE IN WORKING CAPITAL:

Year-To-Date Change in Working Capital				
	Actual	Budget	Budget/Actual Comparison	Amended Budget
Operating Gain (Loss)	\$ -1,800,389	\$ -2,362,705	\$ 562,316	\$ -2,362,705
Non-Operating Gain (Loss)	\$ -5,051,601	\$ -9,812,553	\$ 4,760,952	\$ -9,812,553
	\$	\$	\$	\$
Total Gain (Loss)	\$ -6,851,989	\$ -12,175,258	\$ 5,323,268	\$ -12,175,258

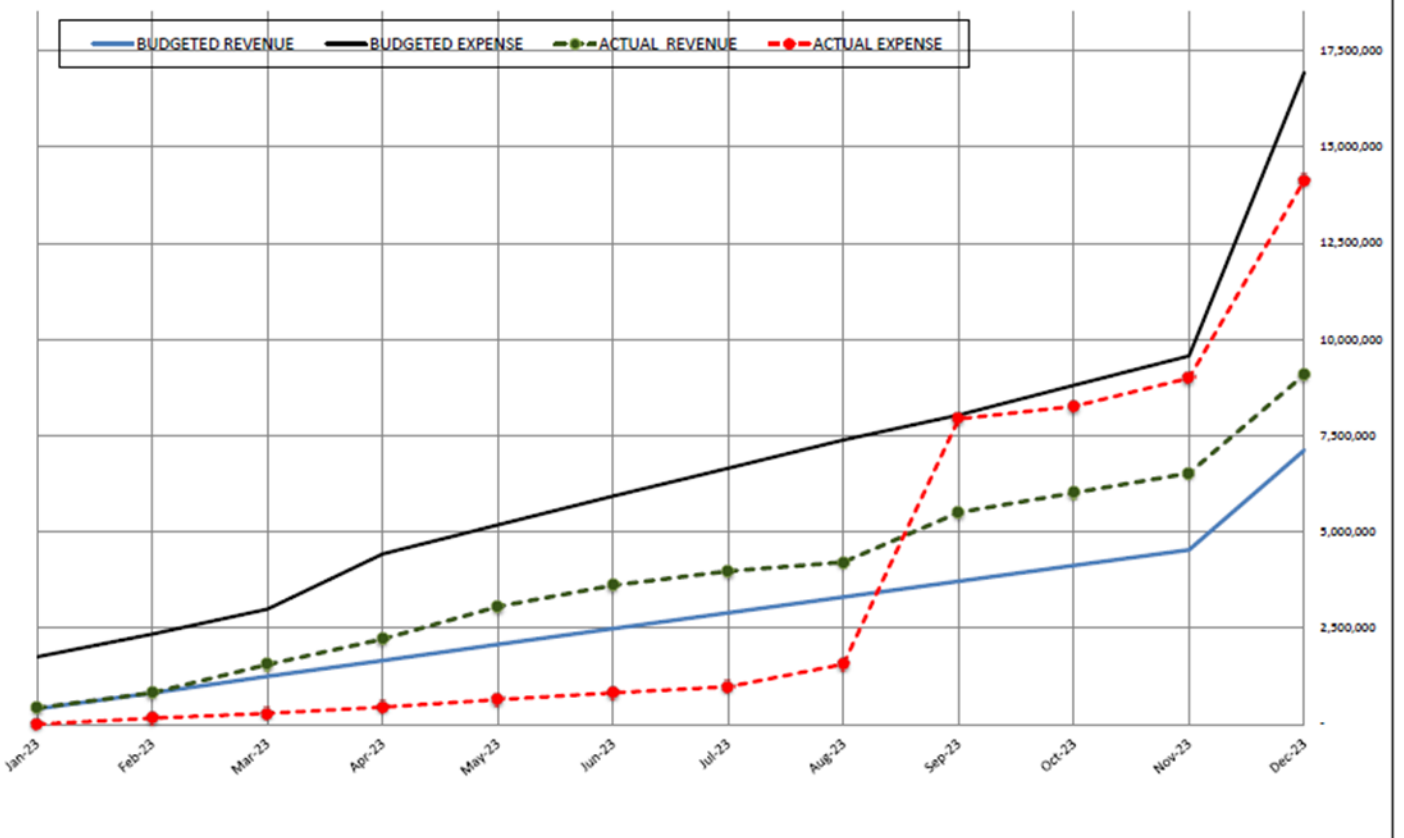
LITTLE THOMPSON WATER DISTRICT 2023 WORKING CAPITAL GRAPHICAL COMPARISON



2023 OPERATING REVENUE & EXPENSE CUMULATIVE



2023 NON OPERATING REVENUE & EXPENSE CUMULATIVE



LITTLE THOMPSON WATER DISTRICT

BALANCE SHEET

December 31, 2023

	Prior Month	YTD 2023	Actual 2022
CURRENT ASSETS			
Board Designated Reserves	\$ 21,616,910	\$ 21,616,910	\$ 22,177,537
Cash on Hand	\$ 17,530,472	\$ 14,819,356	\$ 19,973,468
Cash In Lieu	\$ 767,100	\$ 767,100	\$ 1,656,260
Total Cash & Cash Equivalents	\$ 39,914,481	\$ 37,203,366	\$ 43,807,265
ACCOUNTS RECEIVABLE			
A/R - Water Revenue	\$ 866,134	\$ 746,980	\$ 692,696
A/R - Misc Revenue	\$ -81,996	\$ -58,192	\$ 152,156
Accrued Int Receivable	\$ -57	\$ 1,959	\$ 14,205
Projects Passthrough Projects	\$ -26,793	\$ -26,341	\$ 68,893
Total Accounts Receivable	\$ 757,287	\$ 664,405	\$ 927,949
OTHER ASSETS			
Inventory	\$ 437,823	\$ 436,430	\$ 469,674
Prepaid Expenses	\$ 25,656	\$ 25,656	\$ 25,656
Total Other Assets	\$ 463,479	\$ 462,086	\$ 495,330
CAPITAL ASSETS			
Filter Plant - Joint Venture	\$ 2,734,755	\$ 2,734,755	\$ 2,734,755
Dry Creek Reservoir Dam	\$ 7,442,974	\$ 7,442,974	\$ 7,442,974
Land - Dry Creek Reservoir	\$ 6,508,922	\$ 6,508,922	\$ 6,508,922
Distribution System	\$ 81,958,709	\$ 81,958,709	\$ 81,958,709
Land & Easements	\$ 2,931,355	\$ 2,931,355	\$ 2,931,355
CLFP - Depreciable Asset	\$ 11,197,297	\$ 11,197,297	\$ 11,197,297
Vehicles, Field & Office Equipment	\$ 3,240,384	\$ 3,240,384	\$ 3,240,384
Construction in Progress	\$ 12,513,870	\$ 12,513,870	\$ 12,513,870
Accumulated Depreciation	\$ -42,450,689	\$ -44,693,299	\$ -42,450,689
Water Rights	\$ 108,692,679	\$ 108,692,679	\$ 108,692,679
Total Capital Assets	\$ 194,770,255	\$ 192,527,646	\$ 194,770,255
Total Assets	\$ 235,905,503	\$ 230,857,503	\$ 240,000,799
CURRENT LIABILITIES			
A/P - Supplies	\$ 1,256,656	\$ 1,158,659	\$ 1,334,758
Wages Payable	\$ 527,244	\$ 661,996	\$ 534,594
Bond/Loan Interest Payable	\$ 166,813	\$ 166,813	\$ 166,813
Current Portion Long Term Debt	\$ 0	\$ 0	\$ 0
Current Liabilities	\$ 1,950,713	\$ 1,987,468	\$ 2,036,165
LONG TERM LIABILITIES			
Bonds & Notes Payable	\$ 27,894,778	\$ 27,894,778	\$ 27,894,778
Unamortized Premiums - Discounts	\$ 4,201,274	\$ 4,201,274	\$ 4,201,274
Total Long Term Liabilities	\$ 32,096,051	\$ 32,096,051	\$ 32,096,051
Total Liabilities	\$ 34,046,764	\$ 34,083,519	\$ 34,132,216
NET ASSETS			
NET ASSETS	\$ 205,868,582	\$ 205,868,582	\$ 205,116,271
Net Revenue Over Expenses	\$ -4,009,844	\$ -6,851,989	\$ 752,311
Total Equity	\$ 201,858,738	\$ 199,016,593	\$ 205,868,582
TOTAL LIABILITIES AND EQUITY	\$ 235,905,503	\$ 233,100,113	\$ 240,000,799

**LITTLE THOMPSON WATER DISTRICT
INCOME AND EXPENSE SUMMARY
FOR MONTH ENDING DECEMBER 31, 2023**

	Current Month Actual	Current Month Budget	Month Comp Bud/Act	2023 YTD Actual	2023 YTD Budget	YTD Comp Bud/Act	2023 Amended Budget
OPERATING REVENUE							
Water Revenue Base Fee	324,127	343,711	-19,584	3,835,470	3,835,342	128	3,835,342
Water Revenue Tier I	123,324	281,497	-158,173	2,017,602	1,749,724	267,878	1,749,724
Water Revenue Tier II	39,780	-948,454	988,234	1,779,245	1,490,000	289,245	1,490,000
Water Revenue Tier III	14,834	-659,533	674,367	827,836	841,232	-13,396	841,232
Water Revenue Tier IV	46,535	-734,849	781,384	985,286	1,015,012	-29,726	1,015,012
Water Revenue Tier V	15,335	-849,522	864,857	355,223	364,104	-8,881	364,104
Water Surcharge	17,561	43,454	-25,893	92,955	83,954	9,001	83,954
Water Revenue Wholesale	8,642	-85,440	94,082	244,742	229,060	15,682	229,060
Water Revenue Rental	-	2,643	-2,643	45,163	42,643	2,520	42,643
Bulk Water Revenue	5,187	20,006	-14,819	228,237	222,006	6,231	222,006
Other Revenue	4,247	4,093	154	65,991	62,903	3,088	62,903
Windy Gap Firming Passthrough	-	-	-	1,256,333	1,256,333	0	1,256,333
Total Operating Revenue	599,571	-2,582,394	3,181,965	11,734,084	11,192,313	541,771	11,192,313
OPERATING EXPENSES							
Water Treatment	203,853	-12,215	216,068	1,883,652	1,859,000	24,652	1,859,000
System Maintenance	76,118	242,260	-166,142	1,253,693	1,230,760	22,933	1,230,760
Administration and General	84,268	45,485	38,783	1,014,048	1,021,966	-7,918	1,021,966
Engineering	2,080	-254,684	256,764	90,984	110,216	-19,232	110,216
Assessments	130	-170,810	170,940	2,292,651	2,290,690	1,961	2,290,690
Joint Operations	30,830	-146,059	176,889	87,404	124,836	-37,432	124,836
St Vrain Authority Operations	7,745	-8,036	15,781	76,963	66,964	9,999	66,964
Wages & Benefits	456,446	171,345	285,101	4,498,022	4,513,531	-15,509	4,513,531
Bond & Loan Payments	-	-1	1	2,337,055	2,337,055	(0)	2,337,055
Total Operating Expenses	861,471	-132,715	994,186	13,534,472	13,555,018	-20,546	13,555,018
Operating Gain(Loss)	-261,901	-2,449,679	2,187,778	-1,800,389	-2,362,705	562,316	-2,362,705
NON OPERATING REVENUE							
Plant Investment Fees	667,885	211,758	456,127	3,455,815	2,541,096	914,719	2,541,096
Cash in Lieu of Water Rights	1,016,600	-900,988	1,917,588	1,666,400	558,800	1,107,600	558,800
NonRes Cash in Lieu of Water	650,000	1,277,900	-627,900	1,927,900	1,277,900	650,000	1,277,900
Water Resource Fee	63,000	23,250	39,750	318,500	229,500	89,000	229,500
Tap Installation Revenue	90,100	-58,438	148,538	280,700	188,600	92,100	188,600
Interest Income	64,635	792,512	-727,877	971,683	957,512	14,171	957,512
Capital Investment/Impact Fee	-	-	-	-	-	-	-
Native Water Dedication Fee	-	-10,500	10,500	4,500	4,500	-	4,500
Gain (Loss) Sale of Asset	-	-	-	-	-	-	-
Grants	-	-	-	-	-	-	-
Passthrough Revenue	-	997,326	-997,326	59,491	1,022,901	-963,410	1,022,901
Contrib Water Court	-	-	-	-	-	-	-
Other Fees	5,135	254,610	-249,475	399,330	343,360	55,970	343,360
Windy Gap Firming Project	-	-	-	-	-	-	-
Windy Gap Firming Assessments	-	-	-	-	-	-	-
Total Non Operating Revenue	2,557,355	2,587,430	-30,075	9,084,318	7,124,169	1,960,149	7,124,169
NON OPERATING EXPENSES							
Capital Improvements - District	488,897	-1,507,499	1,996,396	2,434,637	4,476,599	-2,041,962	4,476,599
Vehicles & Equipments Costs	16,265	115,774	-99,510	170,477	234,074	-63,597	234,074
Water Right Purchases	4,500,000	10,140,533	-5,640,533	10,770,000	10,940,533	-170,533	10,940,533
Water Rights - Windy Gap	-	-	-	-	-	-	-
Water Rights Adjudication	71,406	-1,220,000	1,291,406	198,727	600,000	-401,273	600,000
St Vrain Authority Treatment	-	-	-	-	-	-	-
Total Capital Costs - District	5,076,567	7,528,808	-2,452,241	13,573,841	16,251,206	-2,677,365	16,251,206
Capital Improvements - Joint	61,033	-165,109	226,142	562,078	685,516	-123,438	685,516
Total Non Operating Expenses	5,137,600	7,363,699	-2,226,099	14,135,919	16,936,722	-2,800,803	16,936,722
Non Operating Gain(Loss)	-2,580,245	-4,776,269	2,196,024	-5,051,601	-9,812,553	4,760,952	-9,812,553
Net Revenue Over Expenses	-2,842,145	-7,225,948	4,383,803	-6,851,989	-12,175,258	5,323,269	-12,175,258

Agenda Item Summary

Little Thompson Water District

Date: January 19, 2024

Item: 6.1

Staff: Amber Kauffman, District Manager

Subject: Board Officer Elections

Staff Recommendation: None

LTWD is required to submit to the State a Transparency Notice and update the officers of the board to the State by January 15, and subsequently if the officers change. The current officer positions and delegates to other boards include the following:

President: Emily McMurtrey
Vice President: Steven Brandenburg
Treasurer: Larry Brandt
Secretary: Amber Kauffman

Carter Lake Filter Plant Delegates: Larry Brandt, Steven Brandenburg, Ryan Heiland
St. Vrain Water Authority Delegate: Jim Walker (3-year commitment expires June 2025)

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 6.2

Staff: Nancy Koch, Water Resources Advisor

Subject: Potential Non-Potable Use of Native Water Shares

Staff Recommendation: For Discussion

Over the years, the District acquired shares in various ditch companies that may not be practical to use in its potable water supply. Currently, the shares are leased out for irrigation and the leaseholders reimburse the District for the annual assessments.

The District has given 200 acre-feet of credit for these shares for taps:

- In 2002 the District took over the water system for the town of Mead and the Town did not have sufficient C-BT units to meet their existing demand. The District accepted Supply Ditch and Highland Ditch shares from Mead to meet the supply shortfall and gave credit for the shares based upon the average irrigation yield.
- In 2014, the District accepted Boulder Larmer County Irrigation and Manufacturing (Old Ish) shares for water credit. The water credit was based upon the dry year yield of changed shares.

The District cannot use the water from these ditch shares for potable use without a change of use case and constructing significant infrastructure.

Although most of the District's new water demand is coming from large developments in Mead, there are smaller, larger lot developments proposed on land historically irrigated with these shares. The District could sell a permanent lease for these shares for a non-potable system and offset potable demand for outdoor use.

Pros	Cons
The District could obtain cash for these shares to offset the cost of water that it can use with its current or proposed infrastructure.	The District would forgo opportunities to use this water in the future.
This program would promote non-potable systems, a Board priority.	The District would not see an immediate influx of cash as only specific properties could take advantage of the permanent lease.

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 6.3

Staff: Amber Kauffman, District Manager

Subject: Non-Potable Operating Agreement

Staff Recommendation: Recommend approval

Discussion:

LTWD and the developer of Range View Estates has constructed their subdivision and is in the process of constructing a non-potable irrigation system to be served by Highland Ditch shares. LTWD Rules and Regulations require that developer to have an agreement with the District in regard to the operation of the non-potable system in order to receive a lower water dedication for the potable system. The District and the developer have generally agreed to the terms of the attached operating agreement. The operating agreement requires the developer to:

- Transfer the native water shares, in this case Highland Ditch, to the District in exchange for a permanent lease back to the managing entity for use in the non-potable system.
- Provide a managing entity for the non-potable system. The managing entity must be responsible for operation and maintenance of the system, drought management, budgeting, insuring the assets, implementation and enforcement of water demand reduction measures, and annual reporting to LTWD.
- Provide a supplemental water supply with a potable tap in the event the non-potable system does not have available water to operate.
- Ensure adequate funding to operate and maintain the non-potable system.

The dedication of 5 of 6 shares of Highland Ditch to LTWD is complete and review of a further revised water needs assessment received on December 22nd is underway with Water Resources staff. A separate lease agreement leasing back the 5 (or 6) shares of Highland Ditch to the Managing Entity was drafted by water counsel and further revised and is attached as part of the operating agreement.

LTWD staff, general and water counsel, the developer, and developer's legal counsel have all worked diligently to draft, revise, review and approve the attached form of agreement, and staff recommends approval by the Board.

**NON-POTABLE SYSTEM OPERATING AGREEMENT
(Westridge Metropolitan District - Range View Estates Metropolitan District –
Little Thompson Water District Non-Potable Water System)**

THIS OPERATIONS AGREEMENT ("Operations Agreement") is made effective as of _____, 2024, by and among LITTLE THOMPSON WATER DISTRICT, a Colorado special district ("LTWD") whose address is 835 E. Highway 56, Berthoud, Colorado 80513, RANGE VIEW ESTATES METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("RVEMD") whose address is c/o District Resources, LLC, 1927 Wilmington, Suite 101, Fort Collins, CO 80528 and WESTRIDGE METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado ("WMD") whose address is c/o District Resources, LLC, 1927 Wilmington, Suite 101, Fort Collins, CO 80528. WMD, LTWD and RVEMD are individually referred to as a "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, LTWD is a Colorado special district that provides potable water service to an area of approximately 260 square miles, including the area in which WMD and RVEMD is located; and

B. WHEREAS, both WMD and RVEMD were organized to coordinate the financing, construction, installation, operations and maintenance, and provision of the capital facilities, public improvements, and services including, but not limited to addressing current and future long-term non-potable water demands of WMD and RVEMD, its constituents, taxpayers and adjacent properties. Both WMD and RVEMD and related developments (the "Development") are located within the approved service area within the Town of Mead, County of Weld, State of Colorado as contemplated in the applicable District's Service Plan and as permitted by law; and

C. WHEREAS, Rocky Mountain Assets Investments, LLC (RMAI) owns the Westridge Development property encumbered by the WMD; and

D. WHEREAS, Range View Estates, LLC owns the Range View Estates Development Property encumbered by the RVEMD; and

E. WHEREAS, LTWD Rules and Regulations require final execution of an operating agreement between LTWD and a designated Managing Entity, which delineates operation and maintenance procedures, terms of service, and other requirements necessary to ensure the adequacy of the Non-Potable Water System prior to System Approval; and

F. WHEREAS, WMD is or will be the owners and/or operator of elements of a non-potable water system necessary to provide a system of water conveyance and storage systems, pump stations and related equipment and facilities and appurtenances which include sufficient water resources referred to as the "Base Facilities." The WMD Base Facilities will provide non-potable water to all or a portion of RVEMD's Service Area for the use and benefit of its residents, property owners, and constituents (hereinafter the "RVEMD Extension Facilities") which is extended off the WMD Base Facilities. Base Facilities shall also include the Zimbeck Reservoir once the necessary requirements and subdivision and platting requirements are met to convey the Reservoir and any necessary storage rights to WMD. All Base Facilities will be dedicated to WMD when complete. All

Extension Facilities will be dedicated when complete to the RVEMD for service within Rangeview Estates.

G. WHEREAS, RVEMD is or will be the owner and/or operator of certain facilities, equipment and appurtenances for the distribution and delivery of non-potable water which is needed by the RVEMD and/or RVE to deliver pressurized water for the use and benefit of property owners and users of irrigation water and for the RVEMD/RVE System (hereinafter the "RVEMD Extension Facilities"), which system will be dedicated upon completion by the developer for the land to either RVEMD or a Water Activity Enterprise, which is a government-owned business within the meaning of Article X, Section 20(2)(d) of the Colorado Constitution, organized pursuant to C.R.S. § 37-45.1-101, et seq., which may be formed to help facilitate ownership, operation and maintenance of a non-potable irrigation water system to serve both the RVEMD service area and RVE constituents; and

H. WHEREAS, WMD will serve as the Managing Entity on behalf of the WMD and RVEMD properties and will manage the leases, ownership and maintenance and distribution of the non-potable water for both WMD and RVEMD; and

I. WHEREAS, LTWD wishes to encourage the use of non-potable systems, where appropriate, without negative impact to LTWD and its existing customers. To this end, under the terms of this Operations Agreement, the Parties acknowledge and agree that LTWD's obligations to provide water service are limited to providing potable water for indoor use within the Development and any obligation to provide irrigation water for outdoor use associated with the Development shall be held solely by WMD, RVEMD, and their successors and assigns.

J. WHEREAS, for purposes of this Operations Agreement, Managing Entity shall mean and refer to the legal entity(ies) or individual(s) as approved by LTWD responsible for owning, operating, and maintaining a Non-Potable Water System.

K. WHEREAS, for purposes of this Operations Agreement, Non-Potable Irrigation System shall mean and refer to the non-potable water system which has been or will be installed by the Developer and operational for irrigation of landscaping within all Lots and Outlots in each of the phases of the development within the Rangeview Estates Subdivision and the Westridge Subdivision, including the subsequent ownership, management, administration, control, operation, maintenance, repair and replacement of the non-potable irrigation system, including pumps, water transmission and distribution lines, controller units and other equipment, appurtenances and accessories required to deliver non potable irrigation water to Lots and Outlots within Rangeview Estates and Westridge, by RVEMD and WMD, together with the non-potable water rights associated therewith.

NOW THEREFORE, in consideration of the mutual covenants and stipulations contained herein, the Parties hereto hereby agree as follows:

AGREEMENT

1. Supply of Non-Potable Water. LTWD requires dedication of water rights to be used in the system and will hold ownership of those non-potable rights. The intent is for those rights to be held unencumbered by LTWD for the sole purpose of leasing back the rights to RVEMD and WMD in perpetuity in an amount equal to those rights dedicated to LTWD. The Parties

acknowledge and agree that LTWD in no way warrants in any manner the water rights used for non-potable uses, including, but not limited to, the volume of water generated by said rights, the quality of water provided pursuant to said rights, or the legal use of said rights for non-potable irrigation purposes. RVEMD and WMD assume all such risks and hereby waive any and all claims against LTWD in any way related to use of said rights for non-potable purposes.

- a. Shares of native water as identified in 1b below have been acquired and dedicated to LTWD in order to serve properties within the respective subdivisions. Subject to the acknowledgement and waiver provisions set forth in paragraph 1, above, these quantities and their assigned locations for use and their leases are provided in **Exhibit A**, which shall be amended from time to time, as water is dedicated and assigned for use.
- b. Unless a court of competent jurisdiction has issued a finding of a breach of this Operations Agreement by RVEMD or WMD or their successors and assigns, LTWD will not borrow, sell, encumber, or post as collateral any shares of Highland Ditch or Zimbeck Reservoir dedicated for non-potable water service to properties in either RVEMD or WMD service areas. The intent is that these irrigation shares are to remain dedicated to the non-potable use for the benefit of Range View Estates and Westridge subdivisions.
- c. RVEMD and WMD shall ensure non-potable water is made available to the properties within the respective subdivisions to the greatest extent possible. If additional supplies are available in any given year RVEMD or WMD may lease excess water for irrigation on other historically irrigated lands in the Highland Ditch system, as said lands are identified by mutual agreement of the Parties. Any use shall be documented to LTWD with an affidavit indicating the lands irrigated and crop grown. RVEMD and WMD, and not LTWD, shall solely bear the risks of an insufficient volume of water, and/or quality of water, being generated by the water rights dedicated or leased by RVEMD and WMD for non-potable irrigation uses within the Development.
- d. In the event the Non-Potable Water System does not have any non-potable water supply to operate, has a reduced non-potable water supply during the season, the quality of the non-potable water supply is insufficient, or the projected annual use is exceeded, the Managing Entity shall be required to reduce demand by restricting use of/shutting down the system and/or supplementing supply with a potable tap that provides an annual allotment sufficient to meet demand per water dedication requirements detailed in Section 1505.5 Schedule D and Section 17 of LTWD Rules and Regulations, and the terms for water use, lease, and dedication outlined in the Non-Residential Domestic Water Agreement. Such potable tap to be used for the sole purpose of supplementing supply for irrigation during drought conditions. (Section 1708.1.1 LTWD Rules and Regulations)
- e. The Managing Entity is required to dedicate additional water as necessary to meet any landscaping requests or changes outside those submitted and approved with the Non-Potable Supply Analysis as shown in **Exhibit B**. This includes native water such as Highland Ditch or potable water for any shoulder season watering such as Colorado

Big Thompson units or other water accepted by LTWD. (Section 1708.1.3 of LTWD Rules and Regulations)

- f. The Managing Entity will provide LTWD with an annual report at the start of each irrigation season that includes the prior year's maintenance and operation activities, prior year's monthly use, projected water supplies and demands for the upcoming season, and, if applicable, the water conservation measures required to meet the irrigation demand for the upcoming season. (Section 1708.1.7 LTWD Rules and Regulations)

2. Operations and Maintenance Responsibilities.

- a. The Managing Entity has the authority to review and approve or reject landscape and irrigation plans, implement and enforce water demand reduction measures, enter into seasonal water leases, and prevent homeowners from using water from their individual potable taps for outdoor irrigation, per the Rangeview Estates Metropolitan District Rules and Regulations and Declaration of Covenants, Conditions, Restrictions, and Easements for Range View Estates and Rangeview Estates Metropolitan District. (Section 1708.1.2 of LTWD Rules and Regulations)
- b. The Managing Entity will communicate with its customers regarding non-potable water use, fees and rates for use, limiting potable water use to inside domestic purposes, non-potable water fees and rates, and watering restrictions (if necessary) Detailed procedures outlining the methods of communication utilized by the Managing Entity are attached as **Exhibit D**. (Section 1708.1.4 of LTWD Rules and Regulations)
- c. The Managing Entity will inspect the non-potable system at the start of each irrigation season to ensure that the system is maintaining agreed-upon system specifications and standards. Managing Entity will submit to LTWD an annual letter certifying that the system continues to meet appropriate specifications and standards and identifying any system modifications or deficiencies. As built drawings of any system modifications must be provided to LTWD with the annual letter, and any identified deficiencies shall include the proposed corrective measures, with a timeline and budget. (Section 1708.1.6 LTWD Rules and Regulations)
- d. As a condition to the activation of any potable Taps within the Development, the Developer agrees to install or cause to be installed, and RVEMD, WMD, and/or the Water Activity Enterprise agrees to maintain, repair and replace as necessary, signage at all vehicular entrances to the Development indicating that raw water is being used for landscape irrigation purposes in the common areas and on individual Lots and is not suitable for human consumption. (Section 1708.1.4 LTWD Rules and Regulations)
- e. To provide users and customers of the RVEMD System and potable water allocated to each lot within Range View Estates, RVE will attach to each contract for each lot the LTWD Non-Potable water disclosures which outlines both potable and non-potable water supply and availability which is recorded with the Weld County Clerk and Recorder against each lot in RVE and attached as **Exhibit E**.
- f. To provide users and customers of the WMD System and potable water allocated to each lot within Westridge, Westridge will attach to each contract for each lot the LTWD Non-Potable water disclosures which outlines both potable and non-potable

water supply and availability which will be recorded with the Weld County Clerk and Recorder against each platted lot in WMD and attached as **Exhibit E**.

3. Operations and Maintenance Funding.

- a. The parties agree that RVEMD, and subsequently WMD, will charge fees to each user in an amount sufficient to ensure the proper operation, locating, maintenance and repair of the Non-Potable Water System, including the requirement to register as a Tier 1 utility with the Utility Notification Center of Colorado. (Section 1708.1.5 of LTWD Rules and Regulations)
- b. RVEMD and/or the Water Activity Enterprise shall enter into a contract with a qualified firm (with notice to LTWD) to annually review the funds collected by RVEMD and/or the Water Activity Enterprise in order to assure that adequate funds are in place on an annual basis to maintain the RVEMD Extension Facilities in a condition that meets or exceeds minimum standards according to manufacturer's recommendations. (Section 1706.2 LTWD Rules and Regulations)
- c. WMD and/or the Water Activity Enterprise shall enter into a contract with a qualified firm (with notice to LTWD) to annually review the funds collected by WMD and/or the Water Activity Enterprise in order to assure that adequate funds are in place on an annual basis to maintain the WMD Base Facilities and WMD Extension Facilities in a first-class condition.

4. Additional Conditions. RVEMD, WMD and Managing Entity shall maintain insurance coverage as required herein and by law. All insurers shall have at least an A- (Excellent) rating by A.M. Best and be lawfully authorized to do business in the State of Colorado. RVEMD, WMD and Managing Entity shall maintain insurance in amounts greater than or equal to the amounts indicated, or as amended from time to time to comply with new insurance requirements, through notice and signature of the Parties, and shall maintain said insurance in full force and effect during the full term of this Operating Agreement:

i. General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Medical Expenses (Any one person)	\$ 5,000

- ii. Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

iii. Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

RVEMD, WMD and Managing Entity shall provide LTWD with certificates of insurance showing that the required coverage is in effect no later than March 1 of every year and from time to time as necessary during the term of this Operating Agreement.

5. Term of Operations Agreement. The initial term of the Operations Agreement shall begin on the date referenced above and shall terminate at the end of LTWD's then-current fiscal year ("Original Term"). This Operations Agreement shall automatically renew for consecutive one-year terms coinciding with the fiscal year of LTWD ("Renewal Term") at the end of the Original Term and each Renewal Term unless terminated as provided herein. RVEMD and WMD shall approve the necessary budget and appropriation of funds at the time of budget approval each year.

This Operations Agreement will terminate in whole or in part upon the earliest of any of the following events:

- a. The expiration of the Original Term or any Renewal Term and the failure of the RVEMD and WMD to appropriate funds needed to continue supplying the non-potable water for the ensuing Renewal Term; or
 - b. Default by any party and (i) failure to cure any such default within thirty (30) days of written notice of such default, or (ii) failure to commence within thirty (30) days of written notice of default a cure that requires more than thirty (30) days to effect and a failure thereafter to effect the cure within a reasonable time, and election to terminate this Operations Agreement as provided herein; or
 - c. Mutual agreement of the Parties.
6. Failure to Appropriate Funds. The failure of either RVEMD and/or WMD to appropriate funds necessary to own, operate, or maintain their respective water systems shall not obligate LTWD to provide non-potable irrigation water for outdoor use associated with the Development or otherwise transfer any responsibility to LTWD to own, operate, or maintain the respective non-potable irrigation systems and associated facilities.
7. Representations and Warranties. In addition to the other representations, warranties and covenants made by the Parties herein, each Party represents and warrants to the other Party that:
 - a. it has the full right, power and authority to enter into, execute, deliver, perform and observe this Operations Agreement; and
 - b. it has taken all requisite action to approve the execution, delivery, and performance of this Operations Agreement, including its obligations hereunder; and
 - c. this Operations Agreement constitutes a legal, valid, and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditor's rights and general equitable principles; and
 - d. its execution of and performance under this Operations Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any

- local, state or federal government agency, court or body, and shall not conflict with or result in a breach of any terms, conditions, or provisions of, or constitute a default under, or result in the imposition of any prohibited lien, charge, or encumbrance of any nature under any agreement, instrument, indenture, or any judgment, order, or decree to which it is a party or by which it is bound; and
- e. The Parties shall keep and perform all of the covenants and agreements contained herein and shall take no action which could have the effect of rendering this Operations Agreement unenforceable in any manner.
 - f. RVEMD and WMD expressly acknowledge and agree that LTWD has made no representations, warranties, or covenants as to the suitability of water rights used in the non-potable system, the volume of water derived therefrom, the quality of water derived therefrom or the operation and maintenance of the same. RVEMD and WMD assume any and all risks associated with the suitability and/or operation of the non-potable system associated with the Development and waive any and all claims against LTWD related to the same. To the extent allowed by law, RVEMD and WMD shall fully indemnify, defend, and hold harmless LTWD from any and all third-party claims made against LTWD that are, in any way, related to the non-potable system, including, but not limited to, any such claims made by RMAI, Range View Estates, LLC, and/or their successors and assigns.
8. Default. Each and every term and condition hereof shall be deemed to be a material element of this Operations Agreement. In the event either Party should fail or refuse to perform according to the material terms of this Operations Agreement, the other Party may declare such Party in default thereof by a written notice.
 9. Remedies. In the event a Party has been declared in default hereof, such defaulting Party shall be allowed a period of thirty (30) days within which to correct, or commence correcting, said default. In the event that the default has not been corrected or begun to be corrected, or the defaulting Party has ceased to pursue the correction with due diligence, the Party declaring default may elect to (a) terminate the agreement and seek damages; (b) treat the agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. In the event of default hereunder by either Party, which shall result in litigation, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.
 10. Independent Contractor; Relationship Between Parties. Nothing herein shall be construed to make either Party an agent or employee of the other Party. Neither Party shall represent itself to third parties as an agent or employee of the other Party. Nothing in this Operating Agreement shall be construed to create an association, a legal partnership, joint venture, or trust, or impose a trust or any of the duties, obligations, or liabilities associated with an association, partnership, joint venture, or trust on or with regard to any of the Parties, or to create a relationship of principal and agent between the Parties. No Party shall be under the control of or shall be deemed to control the other Party.
 11. Laws, Regulations and Permits. RVEMD and/or WMD shall comply with all applicable federal, state and local codes, statutes, rules, regulations, ordinances, permits and orders in

its operation, maintenance, repair and replacement of the non-potable water system under this Operations Agreement. The Parties acknowledge and agree that RVEMD and/or WMD, but not LTWD, shall be responsible for obtaining, holding and complying with any and all permits, (whether currently required or required in the future), in any way related to the operation of the non-potable system under this Operations Agreement. LTWD shall have no obligation to obtain, hold, or operate pursuant to any permit related to the non-potable system under this Operations Agreement.

12. Assignment. Each Party hereto shall not assign any of its rights or obligations under this Operations Agreement to any other person or firm without the prior written approval of the other Party. This Operations Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns. With the exception of Westridge Metropolitan District, this Operations Agreement is intended to benefit only the Parties hereto and no other person or entity is intended by the Parties hereto to be a third-party beneficiary of this Operations Agreement.
13. Notice. All notices required to be given under this Operations Agreement shall be in writing, and shall be deemed to have been duly given (a) when delivered personally to the other party to whom addressed or (b) upon receipt when sent by United States mail, postage prepaid, as certified or registered mail, properly addressed as follows or (c) upon confirmation when sent by facsimile transmission and receipt is confirmed by return facsimile transmission:

Notices to LTWD: Little Thompson Water District
Attention: District Manager
835 East Highway 56
Berthoud, Colorado 80513

With a copy to: Starr & Westbrook
c/o Michael A. Westbrook, Esq.
210 E. 29th Street
Loveland, CO 80538

Carlson, Hammond & Paddock, L.L.C.
c/o Lee H. Johnson, Esq.
1900 Grant Street, Suite 1200
Denver, CO 80203

To RVEMD: Range View Estates Metropolitan District
c/o District Resources, LLC
1927 Wilmington Suite 101
Fort Collins, CO 80528

With a copy to: Spencer Fane LLP
c/o David S. O'Leary, Esq.
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

To RVEMD: Westridge Metropolitan District
c/o District Resources, LLC
1927 Wilmington Suite 101
Fort Collins, CO 80528

With a copy to: Spencer Fane LLP
c/o David S. O'Leary, Esq.
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

or to such other persons or addresses as the foregoing addressees may have designated by written notice.

14. No Debt or Financial Obligation. Nothing in this Operations Agreement shall be deemed or construed to create a "debt" or "multiple fiscal year financial obligation" as such terms are used in the Colorado Constitution. In the event a court of competent jurisdiction makes a final non-appealable determination that a debt or multiple fiscal year financial obligation has been inadvertently created hereby, the Parties agree to sever or revise the offending terms of this Operations Agreement to avoid the creation of the same.
15. No Governmental Immunity Act Waiver. Nothing in this Water Operations Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, CRS Sections 24-10-101 et seq., as applicable now or hereafter amended.
16. Entire Agreement. This Operations Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and replaces all prior written or oral agreements and understandings. It may be altered, amended, or repealed only by a duly executed written instrument.
17. Governing Law. The terms, conditions, and provisions of this Operations Agreement shall be interpreted in accordance with, and be governed by, the laws of the State of Colorado. This Operations Agreement shall not be construed against the party responsible for its drafting.
18. Severability. If any provision of this Operations Agreement shall be held invalid or unenforceable, the remainder of this Operations Agreement shall not be affected thereby, and there shall be deemed substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
19. Headings for Convenience. The headings and captions in this Operations Agreement are for convenience only and shall not be considered in interpreting the provisions hereof.
20. Successors and Assigns. The terms, conditions, and provision of this Operations Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Operations Agreement as of the day and year first above written.

LITTLE THOMPSON WATER DISTRICT

President

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ as President and _____ as Secretary of LITTLE THOMPSON WATER DISTRICT.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

(NOTARY SEAL)

President

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President

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EXHIBIT LIST

1. Exhibit A – Water Dedication Summary Table
2. Exhibit B – Non-Potable/Native Water Analysis
3. Exhibit C - Design Drawings
4. Exhibit D - Drought Management Plan
5. Exhibit E - LTWD Notice of Non-Potable System

DRAFT

EXHIBIT A

DRAFT

EXHIBIT A

[illegible]

NON-POTABLE SYSTEM OPERATING AGREEMENT (WESTRIDGE METROPOLITAN DISTRICT-
RANGEVIEW ESATES METROPOLITAN DISTRICT – LITTLE THOMPSON WATER DISTRICT NON-
POTABLE WATER SYSTEM)

RAW WATER LEASE AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2024, between _____, (" " or "Lessee"), and Little Thompson Water District ("Little Thompson" or "District"). _____ and Little Thompson are collectively referred to herein as the "Parties."

RECITALS

A. Little Thompson owns and operates a municipal water supply system and owns various water and water rights that are, will be or will not be diverted and stored in conjunction with that municipal system for potable uses. Little Thompson intends to fully utilize all its water rights through either its potable system or leased for non-potable irrigation purposes on the terms and conditions expressed herein.

B. Lessee desires to lease from Little Thompson certain water and water rights for non-potable irrigation uses on Lessee's lands as described herein (the "Property"). Lessee's lands are located within the Highland Ditch service area and have been historically used in the past to irrigate the Property as shown in Exhibit 1.

C. The Parties have entered into a Non-Potable System Operating Agreement ("Operating Agreement") dated _____. This Lease Agreement is entered in furtherance of the Parties' intentions, representations and obligations contained in said Operating Agreement. As a part of said Operating Agreement, Lessee has assigned water rights to Little Thompson in consideration of an acceptable non-potable system in the District boundaries per District Rules and Regulations.

AGREEMENT

1. Water Lease. Little Thompson hereby leases to Lessee certain of Little Thompson's Highland Ditch shares subject to the following terms and conditions set forth herein.

1.1 Term of Lease. The term of this Water Lease Agreement shall be perpetual, absent a breach by either Party or mutually agreeable written termination.

1.2 Amount of Water Leased. Little Thompson agrees to make available 6 shares in the Highland Ditch Company for Lessee irrigation uses on the Property during the term of this Water Lease Agreement (the "Leased Water").

1.3 Delivery. The Leased Water shall be made available at the Highland Ditch Headgate (the "Point of Delivery"). Lessee shall take possession of the Leased Water at the Point of Delivery. Lessee shall be responsible for, and shall bear, any carriage loss or charge, transit loss, ditch loss (whether by seep, evaporation, or otherwise) or similar loss of the amount of Leased Water from the Point of Delivery to the place of irrigation on the Property.

Lessee shall be responsible for coordinating with Highland Ditch Company on the diversion of the Leased Water at the headgate of the Highland Ditch and running the Leased Water through the Highland Ditch, and any other ditches to Lessee's lands, and in obtaining the Highland Ditch's consent as to the rate of flow and timing of releases of the Leased Water. Furthermore, Lessee shall abide by all policies, rules and regulations of Highland Ditch and the District regarding the transport of the Leased Water through the ditches and the delivery of the Leased Water, and use of the Leased Water on the Property.

1.4 Source, Quantity and Quality of Water. The Parties acknowledge that the Leased Water delivered pursuant to this Water Lease Agreement will be raw water delivered at the Highland Ditch Company Headgate. The Parties acknowledge and agree that Little Thompson makes no representation or warranty as to the quantity, quality, or the fitness for a particular use, of the Leased Water delivered hereunder. The parties further acknowledge that the Leased Water provided hereunder is delivered on an as-is basis. Lessee waives any actual or potential rights they might have concerning any warranties or representations by Little Thompson as to the quantity, flow rate or timing of deliveries, the quality of the Leased Water or its fitness for a particular use, any product liability claim and all other existing or later-created or conceived-of strict liability or strict liability claims and rights concerning the quality, or fitness for use, of the water leased and delivered pursuant to this Agreement. Little Thompson expressly disclaims any and all representation or warranties in any way related to the Leased Water and Lessee, on its own behalf and on behalf of any of its customers or any related third parties, waives any and all claims against Little Thompson in any way related to the Leased Water.

1.5 Use of Leased Water. To the maximum extent practicable and consistent with good irrigation practices, Lessee agrees to apply all the Leased Water to beneficial use on said Property during the term of this Water Lease Agreement. Per Section 1.c. of the Operating Agreement, if in any given year excess water is available, Lessee may lease excess water for use on other historically irrigated lands in the Highland Ditch system as said lands are identified by mutual agreement of the Parties. Lessee shall also provide a historic use affidavit completed by the historic irrigator the first year, Exhibit 2, and then annually complete a native water rental use form, Exhibit 3. In consideration for the water delivered hereunder, Lessee agrees to provide Exhibit 2 the first year and Exhibit 3 on an annual basis.

1.6 Lease Payment. Lessee is responsible for any and all costs, fees and charges from the Highland Ditch Company associated with the Leased Water. Little Thompson shall invoice Lessee the sum of the costs, fees and charges assigned by the Highland Ditch Company for the Leased Water, which are subject to change over time, plus a 10% administrative fee pursuant to this Water Lease Agreement. Lessee shall make payment to Little Thompson Water District by credit card, check, or wire transfer within 30 days. Any late payment shall accrue interest at the rate of ten percent (10%) per annum, simple interest.

In the event the Water Lease Agreement payments are not received within 90 days, Little Thompson shall be entitled to recover its costs, including attorneys' fees, if necessary to recover said Water Lease Agreement payments due and/or deem Lessee as being in breach of this Lease Agreement. The Parties expressly acknowledge that failure to timely pay the fees contemplated

in this Agreement may, in Little Thompson's sole discretion, be deemed a breach of this Agreement.

2. Miscellaneous Provisions.

2.1 No party to this Water Lease Agreement shall be liable or responsible for any delay or failure to perform under this Water Lease Agreement due to conditions or events of irresistible force. Irresistible force shall mean any delay or failure of a party to perform its obligations under this Water Lease Agreement caused by events beyond that party's reasonable control, including, without limitation, acts of God, terrorism, explosion, floods, vandalism, earthquakes and tornadoes.

2.2 Lessee shall indemnify, defend and hold harmless Little Thompson for all claims, causes of action and damages which arise or result from: (1) the conveyance, transport or running of the Leased Water through any ditch, pipeline, or similar conveyance structure and their appurtenances from and including the point of delivery to the place or irrigation on Lessee's lands, (2) Lessee's application of the Leased Water on and to the Property, and (3) the operations and maintenance of a non-potable irrigation system for the Property.

2.3 This Water Lease Agreement and the rights and obligations recited in it shall be binding upon and inure to the benefit of the Lessee and the District and their heirs, successors and assigns. Lessee may not assign, (or sublease), its rights or duties recited in this Water Lease Agreement without the prior written consent of Little Thompson.

2.4 The water delivered pursuant to this Water Lease Agreement is provided strictly on a lease basis. Lessee shall not have any right of ownership of the water delivered hereunder.

2.5 The Parties acknowledge and agree that Little Thompson's obligations to provide water service to the Property are solely limited to providing potable water for indoor use with limited outdoor watering within the boundaries of the Property and any obligation to provide non-potable irrigation water for outdoor use associated with the Property shall be held solely by Lessee and its successors and assigns. Any supplemental irrigation water to be provided by a controlled connection from Little Thompson to the non-potable system shall strictly adhere to the annual allotment identified in the Domestic Water Agreement for that tap per District Rules and Regulations. To this end, the Parties acknowledge and agree that Lessee, and not the District, shall be responsible for obtaining, holding and complying with any and all permits, (whether currently required or required in the future), in any way related to the operation of the non-potable system serving the Property. Little Thompson shall have no obligation to obtain, hold, or operate pursuant to any permit related to the non-potable system for the Property, nor shall Little Thompson have any obligation to operate or maintain a non-potable system for the Property.

2.6 The terms of the Operating Agreement are incorporated herein by reference. This Water Lease Agreement and the Operating Agreement and its exhibits represent the entire agreement of the Parties related to the non-potable irrigation of the Property. These two

Agreements between the Parties supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the non-potable irrigation of the Property.

2.7 Failure of Little Thompson to insist in any one instance, or more, on the performance of any of the terms, conditions or covenants of this Lease Agreement, or on the exercise of any privileges herein contained, shall not be construed as thereafter waiving any such or any other covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

2.8 Nothing herein shall be construed to make either Party an agent or employee of the other Party. Neither Party shall represent itself to third parties as an agent or employee of the other Party. Nothing in this Operating Agreement shall be construed to create an association, a legal partnership, joint venture or trust, or impose a trust or any of the duties, obligations, or liabilities associated with an association, partnership, joint venture, or trust on or with regard to any of the Parties, or to create a relationship of principal and agent between the Parties. No Party shall be under the control of or shall be deemed to control the other Party.

2.9 This Water Lease Agreement may only be amended in writing by the mutual agreement of the undersigned parties, or their successors and assigns.

2.10 The laws of the State of Colorado shall apply to this Water Lease Agreement and any action to enforce or otherwise interpret the terms of this document shall be venued in Weld County District Court.

2.11 Nothing in this Water Operations Agreement is intended to constitute a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, CRS Sections 24-10-101 et seq., as applicable now or hereafter amended.

2.12 All notices required to be given or made under this Water Lease Agreement shall be in writing and sent by United States mail or hand delivery to the following addresses:

To Little Thompson: Little Thompson Water District
835 E. State Highway 56
Berthoud, Colorado 80513

To Lessee:

All notices will be deemed effective one (1) day after hand delivery, or if mailed, upon receipt. Either party, by written notice, may change the address to which future notices, billings, or payments shall be sent.

2.13 Each of the persons executing this Water Lease Agreement on behalf of the parties hereto, covenants and warrants that he or she is fully authorized to execute this Water Lease Agreement on behalf of the party he or she represents.

2.14 This Water Lease Agreement may be executed in duplicate original counterparts.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

LITTLE THOMPSON WATER DISTRICT

President

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ as President and _____ as Secretary of LITTLE THOMPSON WATER DISTRICT.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

(NOTARY SEAL)

LESSEE

President

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_ by _____ as President and _____ as Secretary of LESSEE.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

(NOTARY SEAL)

EXHIBIT B

DRAFT

Memorandum

To: Jon Turner, Range View Estates
Jim Birdsall, Range View Estates

From: Janet Williams, P.E., LRE Water
Juliana Anderson, E.I., LRE Water

Copy To: Tim Grote, P.E., The Irrigation Engineers, LLC

Date: June 6, 2023; Rev July 19, 2023, August 24, 2023, December 20, 2023

Project: 1629WMO01

Subject: Range View Non-Potable Demands and Supplemental Supply, Revised December 19, 2023 to consider 5 Highland Ditch Shares

Executive Summary

This memorandum provides an update to the LRE Water (LRE) report of May 2021 (LRE 2021 Report), with a revised supply and demand model and revised conclusions. The revisions consist of new demand projections and the elimination of any consideration of storage in Zimbeck Reservoir. Due to the difference in timing between the ditch supply and the irrigation demands, the total irrigation demands cannot be met in most years without a storage water right or the ability to carry over the ditch supply; therefore, this memorandum also includes an estimate of the supplemental water required to be delivered from a potable tap to meet the critical common area needs not met by the ditch supply. The analysis was further updated on July 19, 2023, based on minor revisions to the demand estimates received on July 10, 2023. Additional adjustments were made on August 24, 2023, based on further revisions to the demand estimates and anticipated irrigation practices. An update was made on December 19, 2023, based on a reduction in the total Highland Ditch Shares dedicated to the development.

Assuming a 95 percent exceedance year as previously defined in the LRE 2021 Report as the critical dry year for planning purposes, the expected annual supply associated with the five shares in the Highland Ditch Company owned by Westridge Metropolitan District (Westridge) is approximately 56.90 AF (2012 is similar to a 95 percent exceedance year with a supply of 55.61 AF). Updated data provided by Tim Grote, PE, of The Irrigation Engineers presents an irrigation demand projection of 34.89 AF/YR. While there is a sufficient annual volume of supply to meet this demand in most years, monthly timing varies such that deficits are most likely to occur in April, May, and October, and may occasionally occur in August and September.

The analysis indicates that the maximum annual volume of irrigation water required from the potable tap for common area trees and planting beds, during times in which there is not sufficient ditch supply, is estimated at 0.40 AF (excluding 2002). During such times of shortage, turf will not be irrigated.

According to The Irrigation Engineers, the potable tap for the common area trees and planting bed irrigation should be sized at 2 inches, to supply 80 gpm, to meet the grow-in demands.

Analysis Performed

The operations study was performed using a 20-year period (2000 – 2019) on a monthly basis, as requested by the Little Thompson Water District (LTWD). LTWD is most concerned with the adequacy of the Highland Ditch shares to supply the Phase 1 Range View Estates non-potable system in critical dry years (excluding the worst-case year of 2002), without reliance on storage. The time period from 2000 through 2019 contains years with low, 95 percent exceedance, average, and high share deliveries.

Water Supply

The Highland Ditch supply attributable to Westridge's five shares was used as presented in the LRE 2021 Report with a minor revision decreasing the number of shares from six to five. Assuming an allocation consistent with a 95 percent exceedance year, the total supply associated with Westridge's Highland Ditch shares is generally at least 56.90 AF/YR.

Water Demands

The water demands for Phase 1 Range View have been revised to reflect the adoption of comparable water conservation efforts to those used in the City of Fort Collins. The revised demands have been estimated by Tim Grote, PE, of The Irrigation Engineers, and have been updated since the December 2022 proposal sent to LTWD. LRE updated the Range View demands in the supply and demand model per the data provided to LRE by The Irrigation Engineers in an email received on July 10, 2023. LRE did not independently verify the demand data provided. These data are shown below in Table 1.

Table 1 – Range View, Phase 1, Irrigation Water Demands

Month ^a	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Common – Turf	0.31	0.90	1.14	1.23	1.08	0.78	0.31	5.75
Common – Planting Beds	0.01	0.03	0.04	0.04	0.04	0.03	0.01	0.20
Common – Trees	0.03	0.09	0.11	0.12	0.11	0.08	0.03	0.57
Residential – Turf	-	4.76	6.04	6.50	5.67	-	-	22.97
Residential – Planting Beds	0.29	0.85	1.07	1.16	1.01	0.73	0.29	5.40
Total	0.64	6.63	8.40	9.05	7.91	1.62	0.64	34.89

^a Estimated water use in Jan, Feb, Mar, Nov, and Dec is 0 AF.

On an annual basis, the total irrigation demand for Range View, Phase 1, is estimated to be 34.89 AF. Of that, 31.99 AF occurs during the primary irrigation season of May through August. The remaining 2.90 AF of the demand is needed during the shoulder seasons of April and September through October.

It is our understanding that deficits during times of shortages will be addressed by 1) not irrigating residential turf and allowing it to go dormant; 2) an additional allocation of potable water per tap for the residential lots, to allow homeowners to hand-irrigate planting beds with tap water during shortages; and 3) a potable tap provided to serve trees, planting beds, and turf in the common areas. Common area turf will only be irrigated with a volume representative of 10% of its demand in order to maintain viability in dry years.

Operations Model

The analysis was performed on a monthly basis; as such, the monthly demand data presented by The Irrigation Engineers was used to identify timing mismatches between Westridge's available Highland Ditch supply and the irrigation demand. See Appendix A, attached. Using the revised demand projections, the monthly historical Highland Ditch deliveries attributable to the five shares for the 20-year period, shown in Appendix A, Table A-1, was compared with the monthly total irrigation demands, summarized from Table 1 above and shown in the first row of Table A-2. The monthly differences between supply and demand are shown as green/positive for surpluses and red/negative for deficits. For months showing a deficit, the deficit value shown in Table A-2 was limited to the lesser of the total deficit or the demand for irrigation of trees, planting beds, and 10% turf demand in the common area, to reflect the plan to irrigate only these areas with the potable tap when the ditch water is not sufficient. The annual deficit amount shown, therefore, represents the total annual demand for water from the potable tap.

Storage Considerations

At LTWD's direction, storage in Zimbeck Reservoir (Zimbeck) was not considered, neither under the storage decree for Zimbeck nor as carryover of the Highland Ditch supply. It was assumed that the water supply available associated with Westridge's Highland Ditch shares during a particular month would only be available to meet the demands within that particular month, with no carryover storage allowed in the analysis.

Conclusions

When the total demand cannot be met by Westridge's shares in the Highland Ditch, some irrigation water will be provided by a potable tap from LTWD for irrigation of critical common areas only.

Using the monthly demand distribution discussed above, deficits in supply were limited to the volume associated exclusively with critical common areas only, i.e., drip irrigation for common area planting beds and trees, and minimal irrigation (10% of demand) of common area turf. As expected, the greatest deficit occurred in 2002; however, as previously discussed with LTWD, 2002 represents an extreme year in which irrigation would likely be curtailed, and therefore Westridge does not need to demonstrate an adequate supply in such a year. Excluding 2002, the second greatest demand for water from the potable tap is indicated in 2000. Although 2012 was the next driest year in the study period and has been identified as similar to the 95% exceedance year, and the 2000 supply was significantly greater than that of 2012, the timing of water availability between the supply and demand in 2000 resulted in a greater tap demand than in 2012. Based on the modeled year 2000, the maximum demand for irrigation water from the potable tap for the critical common areas is estimated to be 0.40 AF.

According to The Irrigation Engineers, a 2-inch tap will be needed to provide 80 gallons per minute (gpm) to the common area planting beds and trees during the grow-in period. LRE did not calculate an associated flow rate for the longer term use, since a larger capacity tap will already be in place for the initial grow-in period.

A 2-inch tap provides approximately 5.6 AF of water. It is our understanding that water volumes in excess of the estimated maximum of 0.4 AF needed for the common areas identified above will be made available for use by the residential areas. As such, at least 5.2 AF of the tap supply is estimated to be available for those uses annually when ditch water is unavailable to meet demands.

Table A-1 Revised
Phase 1 Range View
Highland Ditch Reported Historical Allocations per 5 Shares

all values in af	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL				
													Allocation	Demand	Deficit	Surplus	Net
2000	0	0	0	0	54.80	76.14	30.03	4.10	1.69	0	0	0	166.75	0	0	0	0
2001	0	0	0	0	2.16	66.85	38.68	8.57	2.01	3.73	0	0	122.00	0	0	0	0
2002	0	0	0	0	3.37	6.30	8.10	2.63	1.44	0.16	0	0	22.00	0	0	0	0
2003	0	0	0	0	22.23	87.29	59.67	6.70	8.39	1.98	0	0	186.25	0	0	0	0
2004	0	0	0	0	52.66	43.43	60.97	34.52	5.44	0.22	0	0	197.25	0	0	0	0
2005	0	0	0	0	34.50	44.63	68.69	16.63	3.46	0	0	0	167.91	0	0	0	0
2006	0	0	0	0	44.06	60.63	20.86	8.91	3.56	0.79	0	0	138.82	0	0	0	0
2007	0	0	0	0	32.59	86.58	21.27	17.14	4.05	0.25	0	0	161.87	0	0	0	0
2008	0	0	0	0	25.79	72.77	47.57	20.96	4.98	0.98	0	0	173.05	0	0	0	0
2009	0	0	0	0	21.64	33.32	50.91	36.81	2.20	0	0	0	144.89	0	0	0	0
2010	0	0	0	0	0.68	62.28	51.73	19.41	12.87	0.57	0	0	147.54	0	0	0	0
2011	0	0	0	5.60	21.40	97.64	108.05	57.30	14.79	3.74	0	0	308.52	0	0	0	0
2012	0	0	0	1.48	7.82	23.67	9.88	12.32	0	0.44	0	0	55.61	0	0	0	0
2013	0	0	0	0	13.05	58.40	30.35	10.80	0.44	0.34	0	0	113.39	0	0	0	0
2014	0	0	0	0	31.72	60.18	66.08	39.14	10.27	11.30	0	0	218.69	0	0	0	0
2015	0	0	0	0	2.52	13.00	62.57	23.72	7.37	1.07	0	0	110.25	0	0	0	0
2016	0	0	0	0	0.98	60.08	35.65	20.25	8.52	0.21	0	0	125.69	0	0	0	0
2017	0	0	0	0	0	68.08	76.12	24.84	11.15	34.74	0	0	214.92	0	0	0	0
2018	0	0	0	0	1.99	58.44	37.29	18.11	3.41	0.14	0	0	119.37	0	0	0	0
2019	0	0	0	0	11.61	53.13	87.48	36.13	9.07	0.52	0	0	197.95	0	0	0	0
Average	0	0	0	0.35	19.28	56.64	48.60	20.95	5.76	3.06	0	0	154.64	0	0	0	0

Table A-2 Revised
Phase 1 Range View
Irrigation Deficits and Surpluses

LIMIT DEFICITS TO BE SUPPLIED BY POTABLE TAP TO SPECIFIC COMMON AREAS*

all values in af	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL			
													Allocation	Demand	Deficit to be supplied by potable tap	Surplus
DEMAND Total				-0.64	-6.63	-8.40	-9.05	-7.91	-1.62	-0.64				-34.89		
DEMAND Common Areas (*Trees, Planting Beds, 10% Turf Only)				-0.07	-0.21	-0.26	-0.28	-0.26	-0.19	-0.07					-1.35	
2000				-0.07	48.17	67.74	20.98	-0.26	0.07	-0.07			166.75	-34.89	-0.40	136.95
2001				-0.07	-0.21	58.45	29.63	0.66	0.39	3.09			122.00	-34.89	-0.28	92.22
2002				-0.07	-0.21	-0.26	-0.28	-0.26	-0.18	-0.07			22.00	-34.89	-1.33	
2003				-0.07	15.60	78.89	50.62	-0.26	6.77	1.34			186.25	-34.89	-0.33	153.21
2004				-0.07	46.03	35.03	51.92	26.61	3.82	-0.07			197.25	-34.89	-0.14	163.42
2005				-0.07	27.87	36.23	59.64	8.72	1.84	-0.07			167.91	-34.89	-0.14	134.30
2006				-0.07	37.43	52.23	11.81	1.00	1.94	0.15			138.82	-34.89	-0.07	104.57
2007				-0.07	25.96	78.18	12.22	9.23	2.43	-0.07			161.87	-34.89	-0.14	128.01
2008				-0.07	19.16	64.37	38.52	13.05	3.36	0.34			173.05	-34.89	-0.07	138.80
2009				-0.07	15.01	24.92	41.86	28.90	0.58	-0.07			144.89	-34.89	-0.14	111.28
2010				-0.07	-0.21	53.88	42.68	11.50	11.25	-0.07			147.54	-34.89	-0.35	119.32
2011				4.96	14.77	89.24	99.00	49.39	13.17	3.10			308.52	-34.89		273.63
2012				0.84	1.19	15.27	0.83	4.41	-0.19	-0.07			55.61	-34.89	-0.26	22.54
2013				-0.07	6.42	50.00	21.30	2.89	-0.19	-0.07			113.39	-34.89	-0.33	80.61
2014				-0.07	25.09	51.78	57.03	31.23	8.65	10.66			218.69	-34.89	-0.07	184.44
2015				-0.07	-0.21	4.60	53.52	15.81	5.75	0.43			110.25	-34.89	-0.28	80.11
2016				-0.07	-0.21	51.68	26.60	12.34	6.90	-0.07			125.69	-34.89	-0.35	97.53
2017				-0.07	-0.21	59.68	67.07	16.93	9.53	34.10			214.92	-34.89	-0.28	187.30
2018				-0.07	-0.21	50.04	28.24	10.20	1.79	-0.07			119.37	-34.89	-0.35	90.27
2019				-0.07	4.98	44.73	78.43	28.22	7.45	-0.07			197.95	-34.89	-0.14	163.82
Average				0.23	14.31	48.33	39.58	13.52	4.26	2.62			154.64	-34.89	-0.27	123.12
Max Deficit				-0.07	-0.21	-0.26		-0.26	-0.19	-0.07				-34.89	-1.33	
Max Deficit (remove 2002)				-0.07	-0.21			-0.26	-0.19	-0.07				-34.89	-0.40	

Notes:

1. In the monthly columns, the green (positive) values indicate the surplus remaining after ditch supply has met the total irrigation demand.
2. In the monthly columns, for any month in which the total irrigation demand cannot be met, the red (negative) values show the estimated amount needed to meet the tree and planting bed demands for the common areas, to be met via potable tap.

EXHIBIT C

DRAFT

RANGE VIEW ESTATES

MARCH 2023

Vicinity Map

PROJECT DATUM: NAVD 88

NGS BENCHMARK: L329;
NAVD88ELEV = 4982.16

NGS BENCHMARK P 329;
NAVD 88 ELEV = 4953.57

INDEX OF SHEETS	
Sheet No.	Description of Sheets
1	COVER SHEET
2	GENERAL NOTES & DETAILS
3	OVERALL NON-POTABLE IRRIGATION PLAN
4-9	NON-POTABLE IRRIGATION PLAN

[illegible]

PUMP SYSTEM RECAP

- (1) QUANTUM VP, 800 GPM-80 PSI @ 60HP [PEAK FLOW] PACKAGED VARIABLE SPEED PUMP, 460VAC, 3 PHASE, 60HZ
(2) 350 GPM-80 PSI @ 25HP PONY PUMP [LOW FLOW USE]

NOTE: PUMP DESIGN DATA PROVIDED BY OTHERS.

Daily Concurrent Lots	41
Design Flow Per Lot (GPM)	35
Total Lot Design Flow (GPM)	613
Daily Open Space Irrigation (GPM)	130
Required Pump Flow (GPM)	743
Required Pressure (PSI)	80
Required Head (FT)	184.8
Pump Efficiency	0.6
Estimated Pump Power	58

Note: Residential lots will irrigate on alternating days at maximum of 41 irrigating simultaneous. Open space irrigation lots/rubeds and gardens will be allowed outside of the watering window and will not effect main pump flow rates. A Jockey pump will provide for smaller drip flows throughout day.

Estimated Annual Water Use					
Plant Type	Estimated Area (sq ft)	Irrigation Hydrozone	Water Use (GAL/S)	Annual Water Use (GAL)	Annual Water Use (ACR-FO)
Open Surface Turf	155,878	High	15	2,318,668	7.12
Open Space NativeSeed	874,753	Very Low	0.3	262,358	0.83
Open Space Planting Bed	39,483	Low	3	118,449	0.36
Estimated Turf Planting	462,000	High	15	7,392,000	22.49
Estimated Landscape Bed	770,000	Low	2	2,310,000	7.09
		Total		12,839,465	39.89

UTILITY CONTACTS:

LIGHT & POWER

United Power
500 Cooperative Way
Brighton, CO 80603
Ph. 303.458.0551

WAT

WATER
Little Thompson Water District
835 E State Hwy 56
Berthoud, CO 80513
Ph. 970.532.2096

WASIEWATER

WASTEWATER
Town of Mead Sanitation
441 Third Street
Mead, CO 80542
Ph. 970.535.4477

NATURAL GAS

NATURALGAS
Xcel Energy
1123 West 3rd Avenue
Denver, CO 80223
Ph. 303.571.3306
Builder's Call Line 877.354.6395

DITCH COMPANY

DITCH COMPANY
Highland Ditch Company
4311 Hwy66
Mead, CO80504
Ph. 970.535.4531

Builder's Call Line 877.354.6

OWNER

OWNER:
Range View Estates, LLC
6355 Fairgrounds Ave, Suite 300
Windsor, CO 80550
Ph. 970.204.9393

LANDSCAPE ARCHITECT

LANDSCAPE ARCHITECT
The Birdsell Group
444 Mountain Ave
Berthoud CO, 80513
Ph. 970.532.5891

ENGINEER

Highland Development Services
6355 Fairgrounds Ave, Suite 100
Windsor, CO 80550
Ph. 970.674.7550

SURVEYOR

SURVEYOR
Majestic Surveying, LLC
4627 W. 20th Street Road
Greeley, CO 80634
Ph. 970.443.0882

[illegible]

CONTACT XCEL ENERGY BUILDER'S CALL LINE TO SCHEDULE
"WATCH & PROTECT" FOR ANY CONSTRUCTION OCCURRING
NEAR AN EXPOSED HIGH-PRESSURE (HP) GAS PIPELINE
877.354.6395



Know what's below.
Call before you dig.

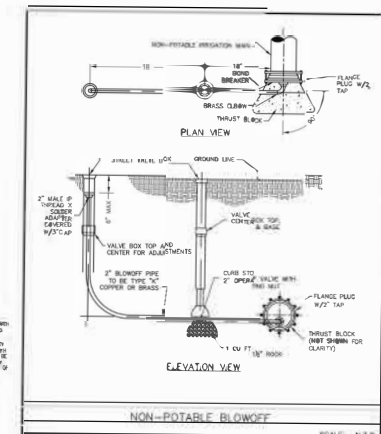
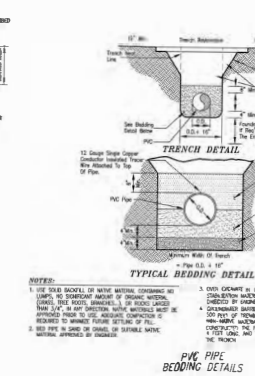
RANGE VIEW ESTATES

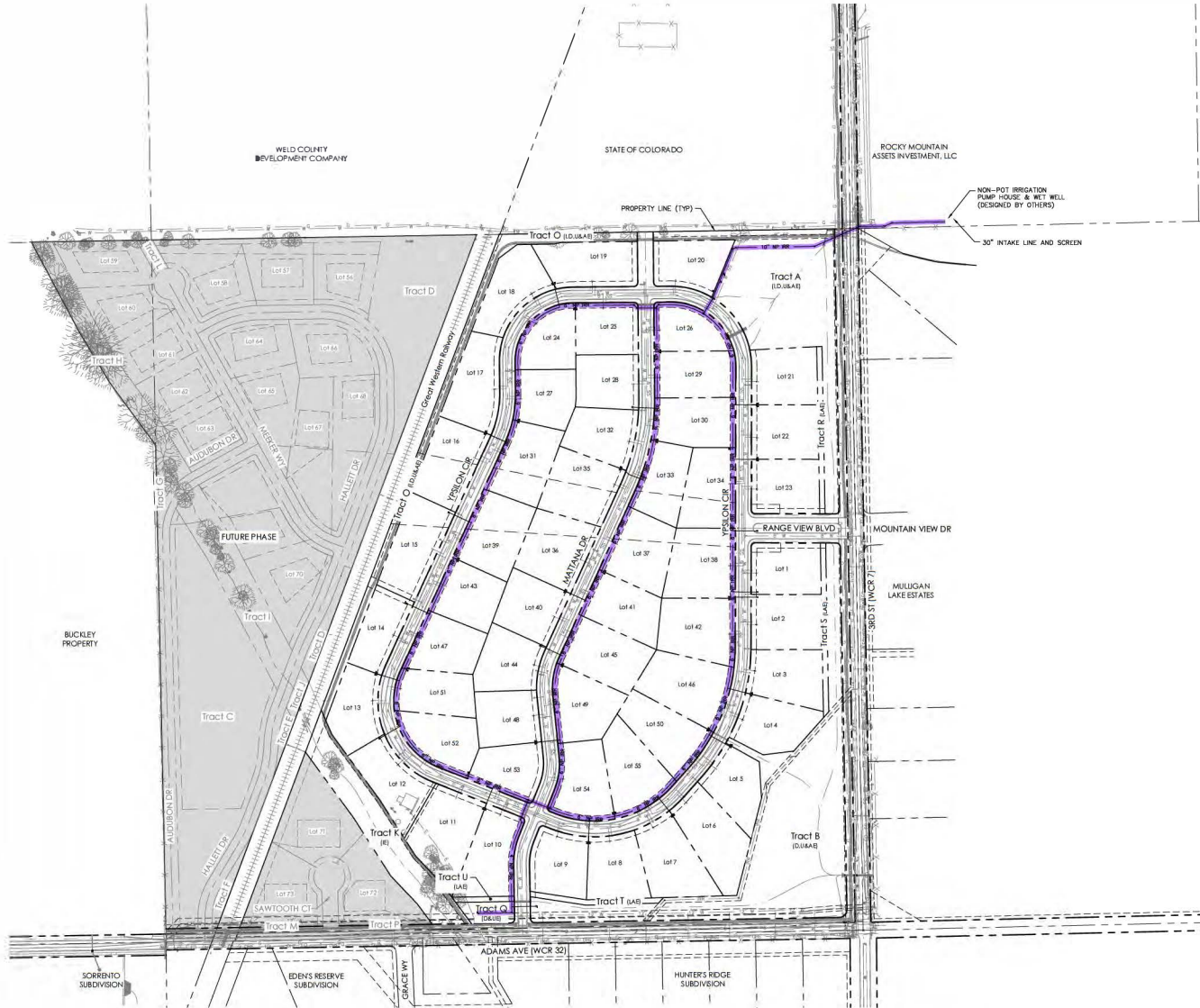
COVER SHEET

DATE	3/1/23
SCALE(H)	N/A
SCALE (V)	N/A
DRAWN BY	PHS
CHECKED BY	JTC
HDS PROJECT #	19-1007-00

CVR

SHEET 1 OF 9

[illegible]



CONTACT KCB ENERGY BUILDERS CALL LINE TO SCHEDULE
WATCH & PROTECT FOR ANY CONSTRUCTION OCCURRING
NEARAN EXPOSED HIGH PRESSURE (HP) GAS PIPELINE
877-334-6375

- NOTES:**
1. ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY OTHERS AND DETERMINED FROM A COMPARISON OF RECORD DRAWINGS, SURVEY FIELD MARKS, AND PHYSICAL OBSERVATIONS. THERE MAY BE UTILITIES NOT SHOWN ON THE DRAWINGS WHICH EXIST IN THE AREA OF CONSTRUCTION. THEREFORE, THE CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL EXISTING UTILITIES IN THE PROJECT VICINITY PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXISTING LOCATIONS AND DEPTHS. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH ANY GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITIES INCLUDING DEPTHS WHICH MAY CONNECT WITH THE PROPOSED CONSTRUCTION AND FOR RELOCATING UNLOCATED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE A PERMIT FROM UTILITY OWNER BEFORE RELOCATING ANY UNLOCATED UTILITIES. CONTRACTOR RESPONSIBLE FOR SURVEY CONNECTIONS, AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC.) WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER. THE CONTRACTOR SHALL IMMEDIATELY CONTACT ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 24 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1985 WWW.UCCO.ORG).
 2. IN ADDITION TO MEETING APPLICABLE LOCAL, STATE OR FEDERAL STANDARDS, ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL MEET OR EXCEED THE STANDARDS SET FORTH IN THE TWO AND TWO AND A HALF INCH DEVELOPMENT STANDARDS.
 3. IN CASE OF CONFLICT BETWEEN THESE DEVELOPMENT STANDARDS AND APPLICABLE STANDARDS, THE MOST RESPECTIVE STANDARD SHALL APPLY.
 4. ALL IRRIGATION MAINS SHALL BE APPROX. 30" OR 40" OR HDPE PLASTIC PIPE (SUEW 100' SUPPLY CLASS 300). ALL PLASTIC PIPE SHALL HAVE TRIPLE WALL PER STANDARDS. ALL IRRIGATION SERVICE 2" AND SMALLER SHALL BE TYPE 450' COOPER.
 5. ALL IRRIGATION MAINS SHALL HAVE A MINIMUM COVER OF 36" AND SERVICES SHALL HAVE A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
 6. ALL NON-POTABLE IRRIGATION MAINS AND SERVICES SHALL MAINTAIN A MINIMUM 18" VERTICAL SEPARATION AND 18" HORIZONTAL SEPARATION FROM POTABLE MAINS AND SERVICES. AND JUST NON-POTABLE IRRIGATION LINES A NECESSARY TO MAINTAIN REQUIRED SEPARATION, REFER TO RANGE VIEW ESTATES - PHASE I REVISION SHEET 137-451 CROSSINGS AND SEPARATIONS.
 7. ALL NON-POTABLE IRRIGATION METER PITS SHALL BE PERMANENTLY MARKED "NON-POTABLE". IRRIGATION METER PITS SHALL BE LOCATED WITHIN LANDSCAPE AREAS. DEVEINER SHALL BE AUGURED ACCORDINGLY TO MAINTAIN PROTECTION OF WATER METER PITS WITHIN THE REQUIRED LANDSCAPE AREAS.
 8. ALL IRRIGATION PIPE SHALL BE COLORED PURPLE.
 9. IRRIGATION METER SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
 10. PIPE LENGTHS ARE PROVIDED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

811
Know what's below.
Call before you dig.

CALL 800-4-A-DIG OR VISIT ADVANCE BEFORE YOU DIG. VISIT ADVANCE BEFORE YOU DIG. VISIT ADVANCE BEFORE YOU DIG. VISIT ADVANCE BEFORE YOU DIG.

NO.	REVISION	BY	DATE

RANGE VIEW ESTATES
OVERALL NON-POTABLE IRRIGATION PLAN

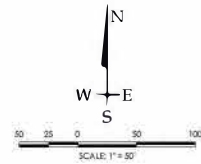
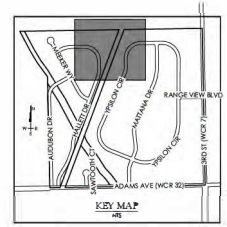
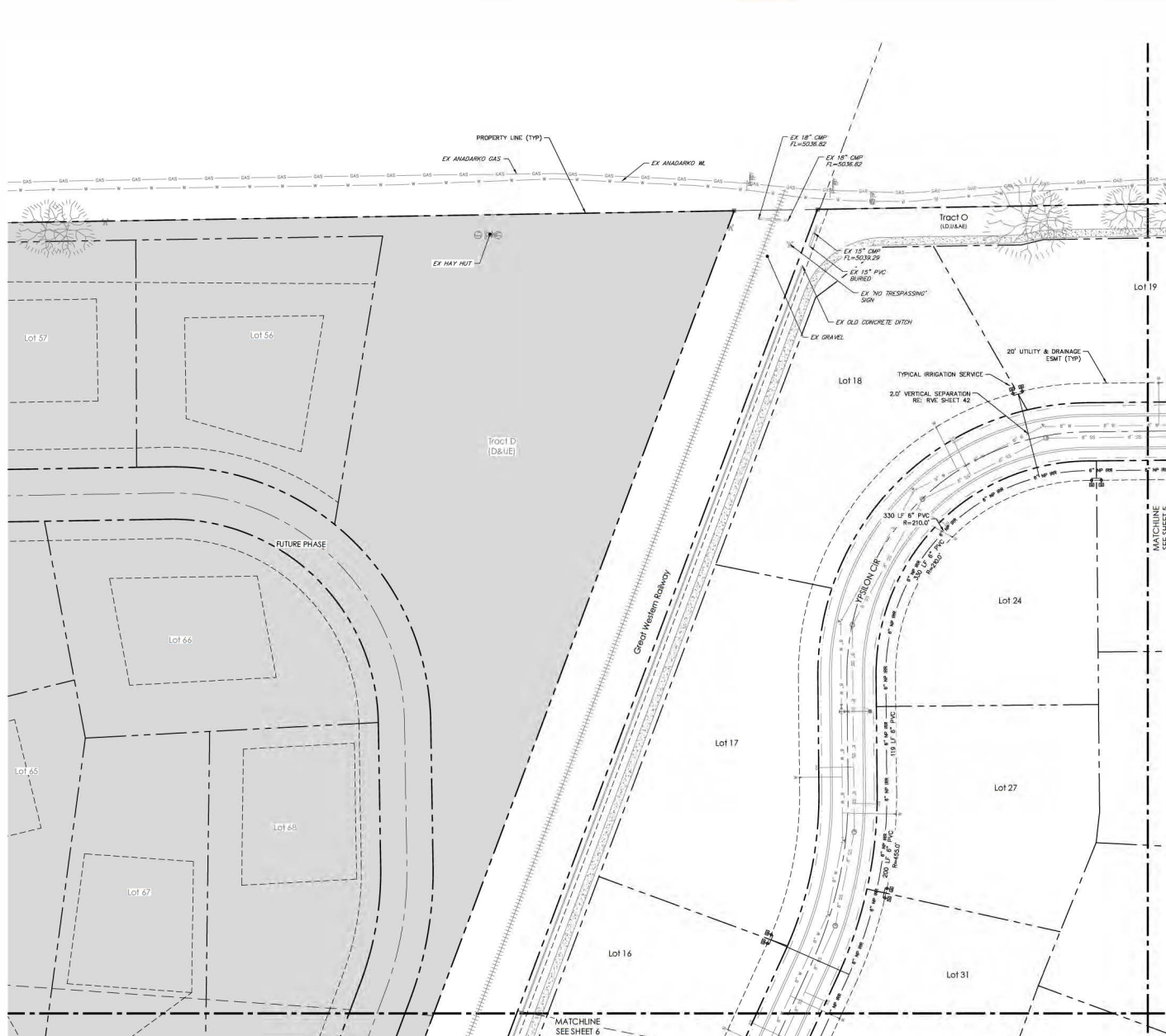
Prepared by: HKS (HKS) INC.
Direct Supervisor: JTC

FOR AND ON BEHALF OF HIGHLAND
DESIGN SERVICES

DATE: 3/1/23
SCALE (H): 1" = 200'
SCALE (V): N/A
DRAWN BY: PHS
CHECKED BY: JTC
HDS PROJECT #: 19-1007-00

OVNP

SHEET 3 OF 9



NOTES

1. ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY THE UTILITY OWNERS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES WHICH MAY OCCUR DURING THE CONSTRUCTION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES WHICH ARE DAMAGED DURING THE CONSTRUCTION OF THE IRRIGATION SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES WHICH ARE DAMAGED DURING THE CONSTRUCTION OF THE IRRIGATION SYSTEM.
2. IN ALL CASES OF CONFLICT BETWEEN THE IRRIGATION SYSTEM AND ANY OTHER UTILITY, THE IRRIGATION SYSTEM SHALL BE LOCATED DEEPER THAN THE OTHER UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES WHICH ARE DAMAGED DURING THE CONSTRUCTION OF THE IRRIGATION SYSTEM.
3. IN ALL CASES OF CONFLICT BETWEEN THE IRRIGATION SYSTEM AND ANY OTHER UTILITY, THE IRRIGATION SYSTEM SHALL BE LOCATED DEEPER THAN THE OTHER UTILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL UTILITIES WHICH ARE DAMAGED DURING THE CONSTRUCTION OF THE IRRIGATION SYSTEM.
4. ALL IRRIGATION MAINS SHALL BE 12\"/>

RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

Prepared by: [Signature]
 Date: 3/1/23

FOR AND ON BEHALF OF: [Signature]
 Date: 3/1/23

DATE: 3/1/23

SCALE (H): 1\"/>

SCALE (V): 1\"/>

DRAWN BY: PH.S.

CHECKED BY: J.C.

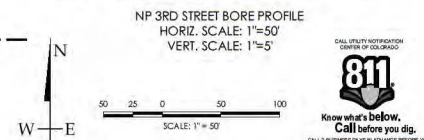
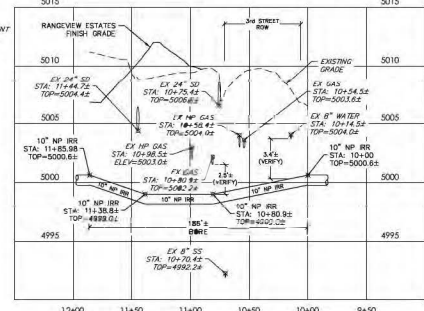
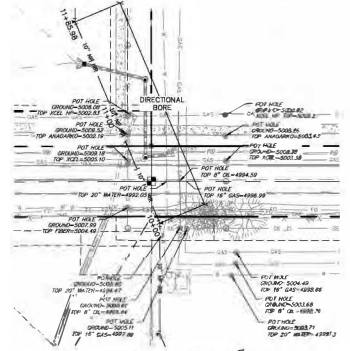
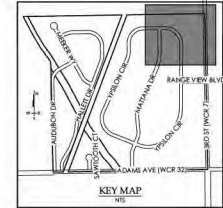
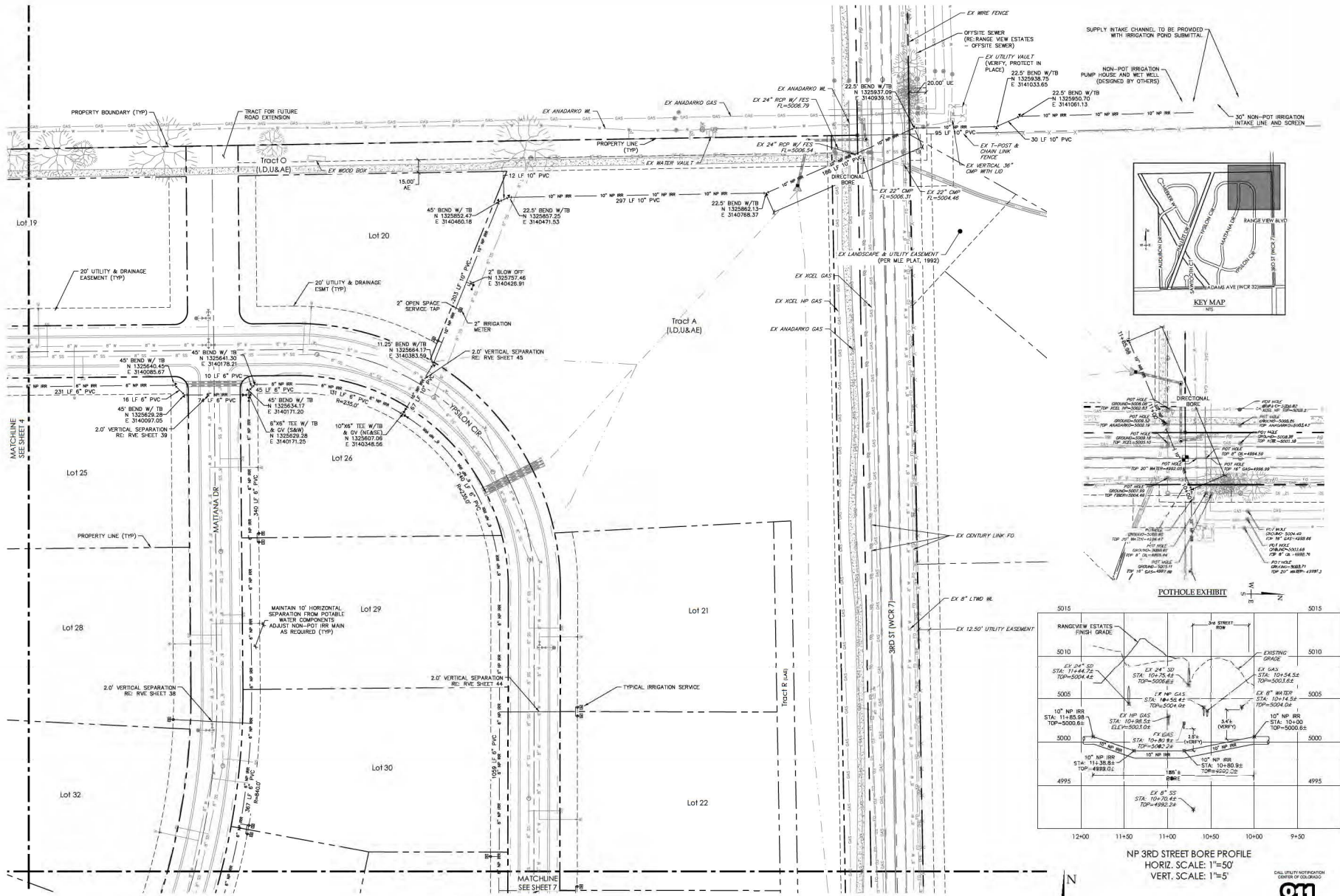
HDSP PROJECT # 19-1007-00

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SHEET 4 OF 9



Know what's below.
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 1-800-4-A-DIG
 1-800-426-4464



RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

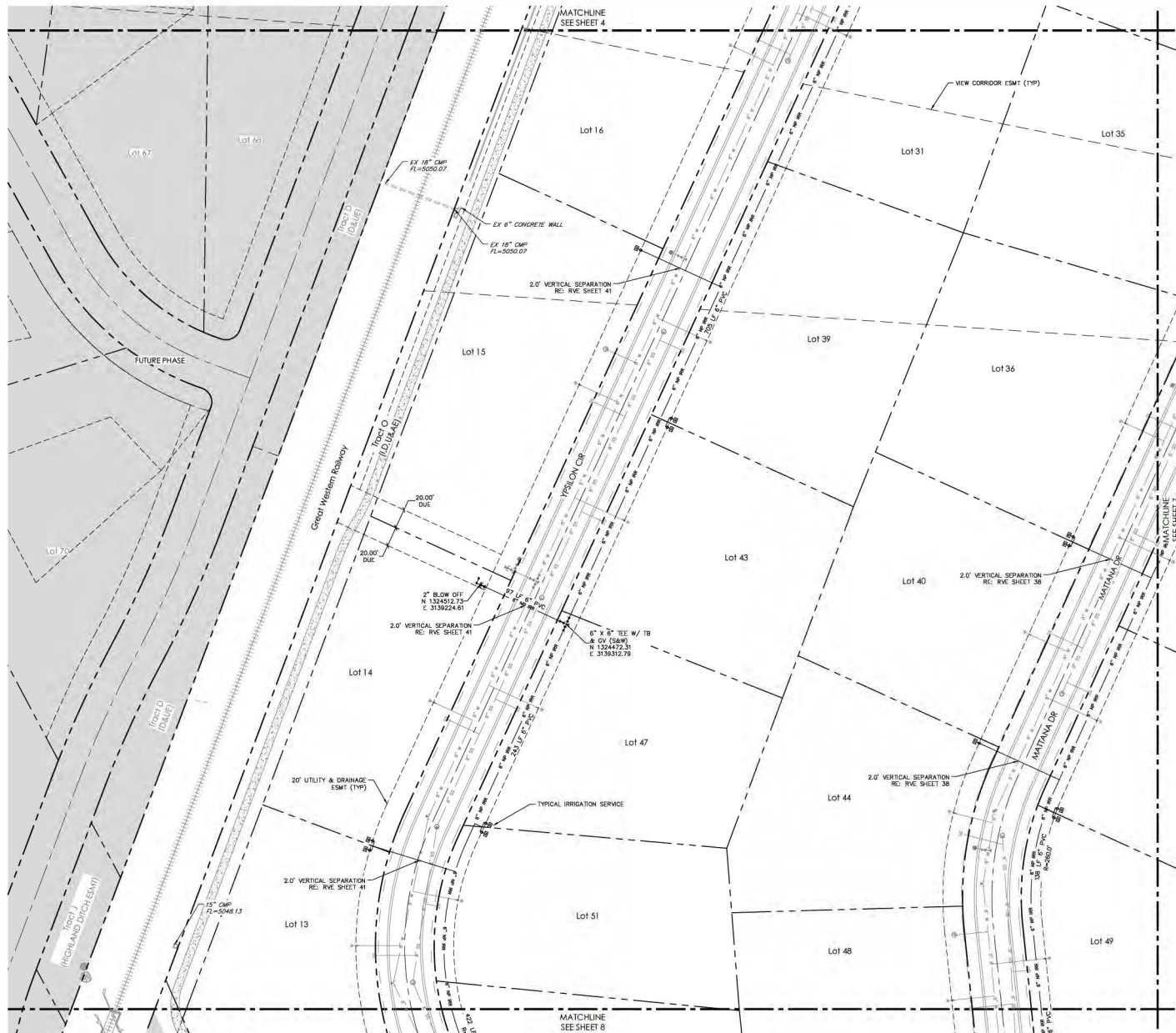
PREPARED BY OR UNDER THE DIRECT SUPERVISION OF:

FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT SERVICES

DATE: 3/1/23
SCALE (H): 1"=50'
SCALE (V): 1"=5'
DRAWN BY: PHS
CHECKED BY: JTC
HDS PROJECT #: 19-1007-00

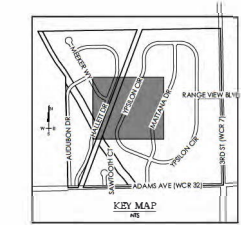
02 NP

SHEET 5 OF 9



NOTES

1. ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY THE UTILITY OWNERS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES IN THE PROJECT VICINITY PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROVIDE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LICENSED CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ANY EXISTING UTILITY INCLUDING DEPTH WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND OBTAIN A PERMIT FROM THE UTILITY OWNER BEFORE RELOCATING ANY ENCOUNTERED UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR SERVICE CONNECTIONS, MAIN RELOCATING AND RECONNECTING AFFECTED UTILITIES. ALL WORK SHALL BE COORDINATED WITH UTILITY OWNER AND/OR ENGINEER. INCLUDING 18\"/>
- 2. IN A PORTION TO MEETING APPLICABLE LOCAL STATE OR FEDERAL AND ALL APPLICABLE STANDARDS FOR THE INDUSTRY AND TO THE TOWN OF HIGHLAND DEVELOPMENT STANDARDS.
- 3. IN CASES OF CONFLICT BETWEEN THE DEVELOPMENT STANDARDS AND THE INDUSTRY STANDARDS, THE DEVELOPMENT STANDARDS SHALL APPLY.
- 4. ALL IRRIGATION MAINS SHALL BE AN 8\"/>
- 5. ALL IRRIGATION MAINS SHALL HAVE A MINIMUM COVER OF 18\"/>
- 6. ALL NON-POTABLE IRRIGATION MAINS AND SERVICES SHALL MAINTAIN A MINIMUM 18\"/>
- 7. ALL NON-POTABLE IRRIGATION METER PITS SHALL BE PERMANENTLY MARKED "NON-POTABLE".
- 8. IRRIGATION METER PITS SHALL BE LOCATED WITHIN A NEARBY AREAS. METER PITS SHALL BE RELOCATED ACCORDING TO MAINTAIN PROTECTION OF WATER SERVICE PIPES WITHIN THE REQUIRED LANDSCAPE AREAS.
- 9. ALL IRRIGATION PITS SHALL BE COVERED WITH PLATE.
- 10. IRRIGATION METER PITS SHALL BE 18\"/>
- 11. PIPE LENGTHS ARE PROVIDED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.



SCALE: 1" = 30'

RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

Prepared by: HKS ENGINEERING, INC.
 Project: 19-1007-00

FOR AND ON BEHALF OF HIGHLAND
 (Each owner's signature)

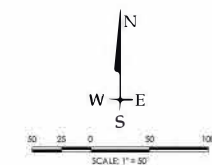
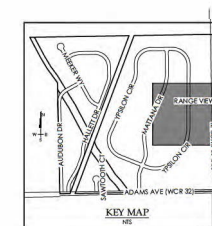
DATE: 3/1/23
 SCALE (H): 1" = 30'
 SCALE (V): N/A
 DRAWN BY: PH.S.
 CHECKED BY: J.C.
 HKS PROJECT #: 19-1007-00



Know what's below.
 Call before you dig.
 811
 CALL 811 OR VISIT 811.ORG FOR MORE INFORMATION.
 ONE DAY OF PREP WORK FOR THE WORK OF
 ONE DAY OF POST WORK FOR THE WORK OF
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SHEET 6 OF 9



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RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

PERFORMED BY OR UNDER THE
DIRECT SUPERVISION OF:

FOR AND ON BEHALF OF HIGHLAND
Counselling Services

DATE 3/1/23

DATE 3/1/23

SCALE (H) 1" = 50'

SCALE (V) N/A

DRAWN BY PHS

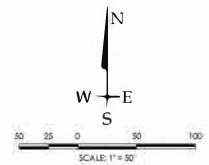
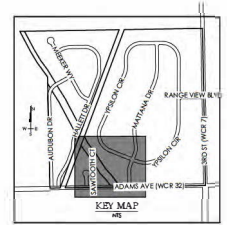
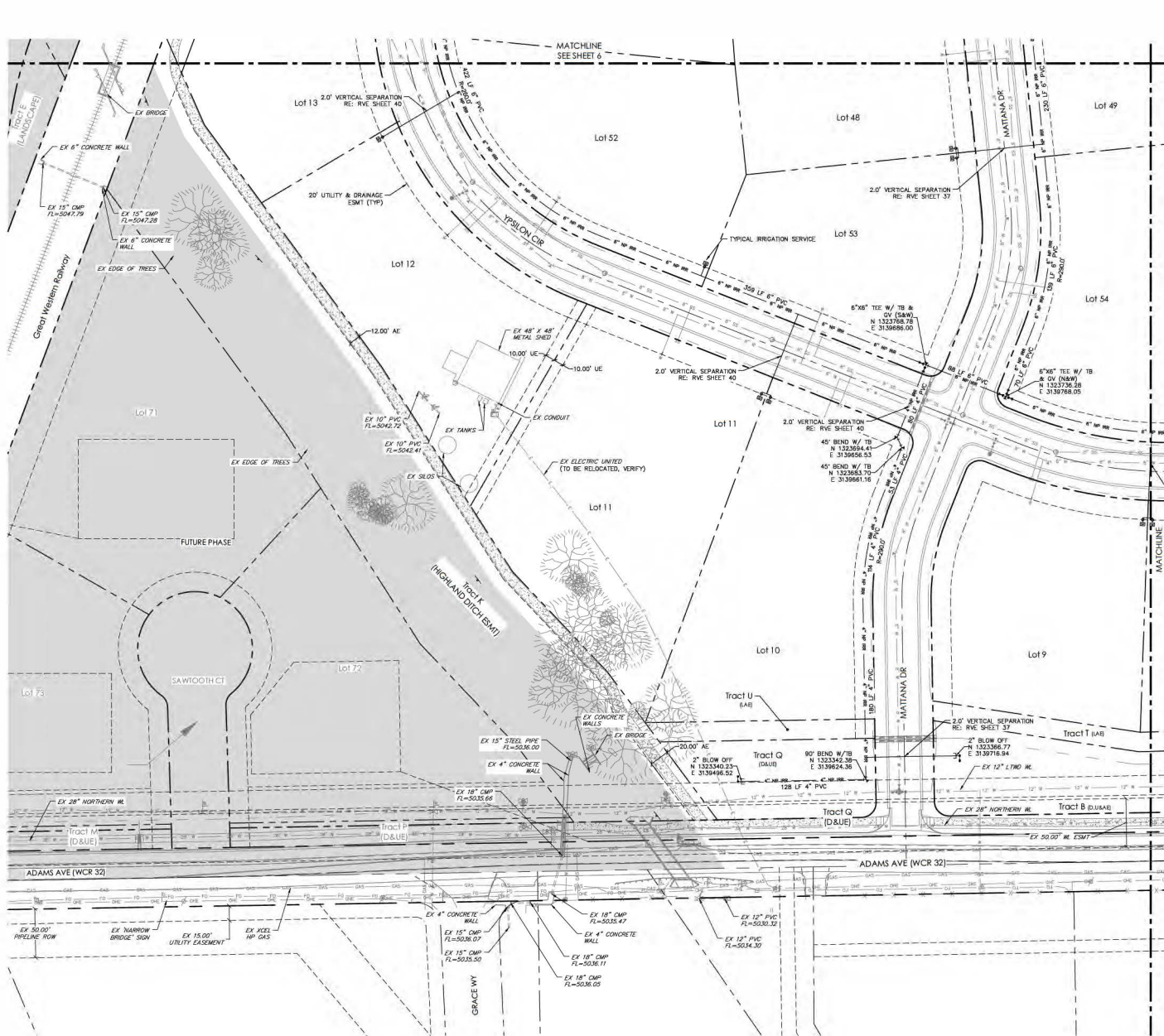
CHECKED BY JTC

HDS PROJECT # 19-1007-0

[illegible]

04 NP

SHEET 7 OF 9



NOTES

1. ALL EXISTING UTILITIES LOCATIONS SHOWN HAVE BEEN PROVIDED BY THE UTILITY OWNERS AND ARE BASED ON RECORD DRAWINGS, SURVEY DATA, AND FIELD OBSERVATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE UTILITY OWNERS AND THE CITY OF DENVER.
2. IN ADDITION TO MEETING ALL APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS, THE CONTRACTOR SHALL MEET OR EXCEED THE STANDARDS SET FORTH IN THE IRRIGATION MANUAL AND TOWN OF NEAR DEVELOPMENT STANDARDS.
3. IN CASE OF CONFLICT BETWEEN THE IRRIGATION MANUAL AND APPLICABLE STANDARDS, THE MOST RESTRICTIVE SHALL APPLY.
4. ALL IRRIGATION MAINS SHALL BE AWWA SDR 21 OR C900 PLASTIC PIPE (DR-18) PRESSURE CLASS 302. ALL PLASTIC PRESSURE PIPE SHALL HAVE TRACER WIRE PER STANDARDS. ALL IRRIGATION SERVICES 2" AND SMALLER SHALL BE TYPE S SOFT COPPER.
5. ALL IRRIGATION MAINS SHALL HAVE A MINIMUM COVER OF 36" AND SERVICES SHALL HAVE A MINIMUM COVER OF 18" UNLESS OTHERWISE NOTED.
6. ALL NON-POTABLE IRRIGATION MAINS AND SERVICES SHALL HAVE A MINIMUM 18" VERTICAL SEPARATION AND 10' HORIZONTAL SEPARATION FROM POTABLE MAINS AND SERVICES. ADJUST NON-POTABLE IRRIGATION LINES AS NECESSARY TO MAINTAIN REQUIRED SEPARATION. REFER TO RANGE VIEW PHASE 1 REVEEDED SHEET 37-45 FOR CROSSINGS AND SEPARATIONS.
7. ALL NON-POTABLE IRRIGATION METER PITS SHALL BE PERMANENTLY MARKED "NON-POTABLE".
8. IRRIGATION METER PITS SHALL BE LOCATED WITHIN LANDSCAPE AREAS. METERWAYS SHALL BE LOCATED ACCORDING TO MAINTENANCE PROTECTION OF METER PITS WITHIN THE REQUIRED LANDSCAPE AREAS.
9. ALL IRRIGATION PITS SHALL BE COVERED PERMITS.
10. IRRIGATION METER PITS SHALL BE 18" DIA. UNLESS OTHERWISE NOTED.
11. PIPE LENGTHS ARE PROVIDED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

DATE: 3/1/23
 SCALE (H): 1" = 30'
 SCALE (V): 1" = 5'
 DRAWN BY: PH.S.
 CHECKED BY: J.C.
 HDSPROJECT # 19-1007-00

05 NP

SHEET 8 OF 9

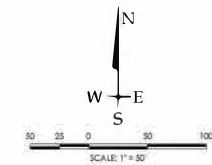
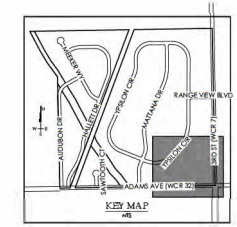
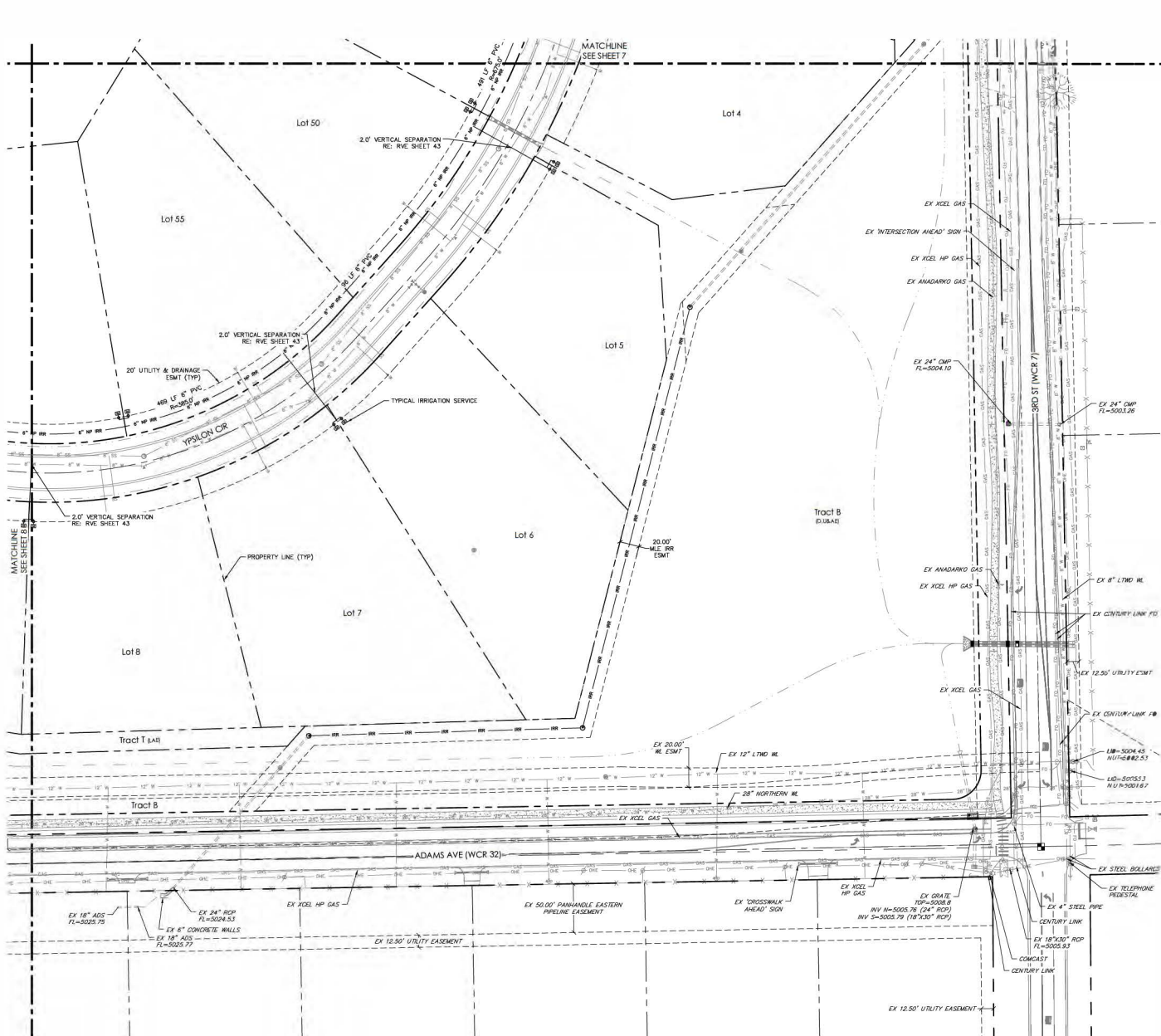
811
 Know what's below.
 Call before you dig.
 1-800-4-A-DIG
 OR VISIT 811.COLORADO.GOV

FOR AND ON BEHALF OF HIGHLAND DEVELOPMENT, INC.
 (Engineer/Architect/Designer)

DATE: 3/1/23
 SCALE (H): 1" = 30'
 SCALE (V): 1" = 5'
 DRAWN BY: PH.S.
 CHECKED BY: J.C.
 HDSPROJECT # 19-1007-00

05 NP

SHEET 8 OF 9



NOTES

1. ALL EXISTING UTILITY LOCATIONS SHOWN HAVE BEEN PROVIDED BY THE UTILITY OWNERS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES IN THE PROJECT VICINITY PRIOR TO BEGINNING WORK. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PROTECT ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. OTHERWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MARKING ANY EXISTING UTILITY INCLUDING DEPTH WHICH MAY CONTACT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING ENCOUNTERED UTILITIES AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL CONTACT AND OBTAIN APPROVAL FROM THE UTILITY OWNER BEFORE RELOCATING ANY ENCOUNTERED UTILITIES. CONTRACTOR RESPONSIBILITY FOR SERVICE CONNECTIONS AND RECONNECTING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC.), WHICH SHALL BE COORDINATED WITH THE UTILITY OWNERS. THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-9187, WWW.UNCC.ORG).
2. IN ADDITION TO MEETING APPLICABLE LOCAL, STATE, FEDERAL AND ADOPTED, ALL MATERIAL, WORKMANSHIP AND CONSTRUCTION SHALL MEET OR EXCEED THE STANDARDS SET FORTH IN THE LUMB AND TOWN OF NEAR DEVELOPMENT STANDARDS.
3. IN CASES OF CONFLICT BETWEEN THE ENGINEER'S PLAN AND APPLICABLE STANDARDS, THE LUMBERING STANDARDS SHALL APPLY.
4. ALL IRRIGATION MAINS SHALL BE AWWA C201 OR C202 PLASTIC PIPE. ALL IRRIGATION MAINS SHALL BE 12\"/>

RANGE VIEW ESTATES

NON-POTABLE IRRIGATION PLAN

FOR AND ON BEHALF OF HIGHLAND

(Engineer's Signature)

DATE 3/1/23

SCALE (H) 1" = 50'

SCALE (V) N/A

DRAWN BY PH.S

CHECKED BY JTC

HDS PROJECT # 19-1007-00

06 NP

SHEET 9 OF 9



CALL BEFORE YOU DIG
 1-800-4-A-DIG
 OR
 1-800-4-A-DIG (1-800-426-4444)
 OR
 1-800-4-A-DIG (1-800-426-4444)

EXHIBIT D

DRAFT

EXHIBIT E

DRAFT

Property Owner: Range View Estates LLC

January 25, 2023

Notice of Non-Potable System RANGE VIEW ESTATES

All lots in this development are served by a non-potable water (not safe for human consumption) irrigation system and potable system water (safe for human consumption). The Range View Metropolitan District will supply non-potable water for outdoor irrigation. The Little Thompson Water District (LTWD) will provide potable water for indoor use. The indoor and outdoor water will be delivered through separate delivery systems.

Each lot is allowed 82,000 gallons of potable water per year, generally sufficient for bathing, cooking, and cleaning in the home and winter watering of trees and shrubs. If the lot owner uses more than 82,000 gallons of potable water before the end of the year, a significant Overage Water Allotment Charge will be applied to your bill for all potable water use for the remainder of the year.

The non-potable water will be delivered directly to each lot owner's irrigation system and the Range View Metropolitan District will manage and bill lot owner for the non-potable water and may also enforce water restrictions separate from LTWD if necessary. Lot owners may not use potable water through their sprinkler system. If this occurs, LTWD will impose additional charges and/or fines and may require additional water to be dedicated. The current Overage Water Allotment Charge, fines, and Miscellaneous Fees can be found on the Little Thompson Water District website <https://littlethompsonwd.colorado.gov>.

Please feel free to contact Little Thompson Water District at (970) 532-2096 or the Range View Metropolitan District at (970) 669-3611 if you have questions or concerns.

Parcel	Subdivision Name	Legal
120716301059	Range View Estates	L59 Range View Estates
120716301060	Range View Estates	L60 Range View Estates
120716401056	Range View Estates	L56 Range View Estates
120716401057	Range View Estates	L57 Range View Estates
120716401058	Range View Estates	L58 Range View Estates
120716401061	Range View Estates	L61 Range View Estates
120716401062	Range View Estates	L62 Range View Estates
120716401063	Range View Estates	L63 Range View Estates
120716401064	Range View Estates	L64 Range View Estates
120716401065	Range View Estates	L65 Range View Estates
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120716402021	Range View Estates	Lot 21 Range View Estates Amd1

Parcel	Subdivision Name	Legal
120716402022	Range View Estates	Lot 22 Range View Estates Amd1
120716402023	Range View Estates	Lot 23 Range View Estates Amd1
120716402024	Range View Estates	Lot 24 Range View Estates Amd1
120716402025	Range View Estates	Lot 25 Range View Estates Amd1
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120716402055	Range View Estates	Lot 55 Range View Estates Amd1

Agenda Item Summary

Little Thompson Water District

Date: January 17, 2024

Item: 6.4

Staff: Amber Kauffman, District Manager

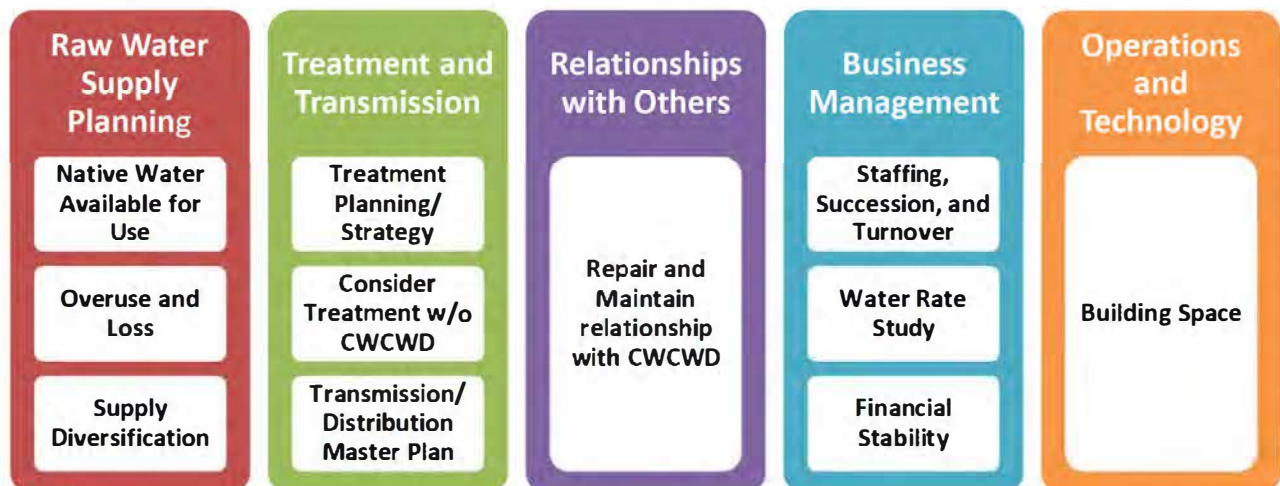
Subject: District Goals and Objectives for 2024

Staff Recommendation: Information Only

Discussion: In early 2022 the Board and staff reviewed relevant planning documents for amending the 2018 Strategic Plan priorities and came up with the following goals for the District in the 3- to 5-year horizon:

1. In three years have a plan for growth of staff and the necessary office space for those staff. Also consider whether the District will have its own water treatment plant at the same location and determine what that location will be.
2. Have native waters used in the system. This includes the easement acquisition, infrastructure construction, and substitute water supply plan approved for Consolidated Home Supply shares.
3. Plan, document, and begin implementation for use of our wholly consumable waters at St. Vrain Water Authority.
4. Evaluate, discuss, and recommend other waters suitable for dedication or purchase, treatment, and delivery. (Other waters do not include ones currently accepted such as Consolidated Home Supply, Handy, or Colorado-Big Thompson.)

The 2022 Strategic Plan update defined a vision to ensure the resiliency of the District by prioritizing initiatives and therefore allocating resources, both personnel and budget, to achieve short- and long-term goals that promote these initiatives. The Board also identified the following priorities when making decisions, some are reflected in the goals above.



Managers were asked to rank the following priorities for completion this year. The resulting priorities are shown in parenthesis before the item. The rating may reflect the importance or the urgency or both. Ranking from Directors will be included as received.

Raw Water Supply Planning

- (8) Water loss progress with potential projects, update in policy
- (11) New Water Supplies presentations with potential policy updates
- (2) Raw water master plan

Treatment and Transmission

- (1) Master Plan completion
- (6) Project long term treatment capacity need and priority locations
- (13) Markam Tank Planning including Engineering and Access
- (5) Easement acquisition for Northeast Transmission Line and two native water pipeline projects

Relationships with Others

- (12) A successful Joint Board meeting with CWCWD to include issue discussion and resolution of issues
- (14) Update the IGA with Longs Peak and Mead after transition of ownership in Mead Crossing

Business Management

- (8-tie) Finalize a Development Agreement for use with Developers
- (4) Prioritize long term projects and evaluate funding options
- (7) Assignment of allotments to all residential taps for implementation of surcharges in 2025
- (8-tie) Continue with non-residential allotment assignment

Operations and Technology

- (15) Determine size of office and land required for future growth.
- (3) Finish database for Lead Service Line Inventory prior to October 16

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 6.5

Staff: Amber Kauffman, District Manager

Subject: Carter Lake Filter Plant (CLFP)

Staff Recommendation: Informational Only

Discussion:

The January CLFP board was forwarded to the LTWD board on January 5, 2024, for the meeting on January 10. Items of note are summarized below.

- CLFP and NoCo Engineering met with Connel and Tanco and their painting subcontractor to review the warranty issues with the 7 MG tank. The warranty period ended on 12/31/2023; however, the group couldn't meet until the week of January 1. The group agreed to conduct repairs to the 7 MG tank in October. The painting company was concerned that they would be responsible for additional issues beyond their warranty period, so the group agreed to locate and survey the areas requiring repair with the CLFP NACE inspector (Mark Shmidt) and the contractor's NACE inspector.
- The 5 MG tank recoating will be bid in the next month and work will be conducted in October 2024.
- The auditors have started work for CLFP and are expected on site at the end of the month. They are currently planning on presenting the audit to the board at the March meeting.
- NoCo Engineering was asked by Director Brandenburg to provide a schedule for the project. John Moore of NoCo Engineering stated that he had a Gantt chart, and he could provide the summary for the board to review at the next board meeting.

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 6.6

Staff: Amber Kauffman, District Manager

Subject: St. Vrain Water Authority (SVWA)

Staff Recommendation: Informational only

Discussion:

The January SVWA board packet was forwarded on Friday January 5, 2024. The SVWA board meeting was held Monday, January 8. Information of note is summarized below.

- There were no changes to the officers at the January meeting.
- CDPHE conducted a sanitary survey of the SVWA on December 14. No issues were determined to be unresolvable and therefore no violations were issued.
- Firestone settled with the contractor which increases the cost of the contract; however, with the settlement Firestone has agreed to directly pay the subcontractors to get them back to the site for the final punch list items. This increase will increase LTWD's cost to connect to the authority plant.
- The revised EPA permit was issued for the increased pressures on the injection well. The plant will start producing water the week of January 8 and delivering water to the Town of Firestone the week of January 15.

Agenda Item Summary
Little Thompson Water District

Date: January 18, 2024

Item: 6.7

Staff: Amber Kauffman, District Manager

Subject: Designation of District Public Posting Places – Resolution 2024-01:

(1) Designation of the District's Public Posting Places.

(2) Designation of "official" Posting Place for 24-hour (agenda) Notice of District Meetings.

Staff Recommendation: Staff recommends approval authorizing the Board President and Secretary to complete the documents required to designate Public Posting Places as listed on Resolution 2024-01.

Discussion: The Colorado Revised Statutes require the Public Place or Places for posting our meeting notices and the "official Posting Place for 24-hour (agenda) Notice of District Meetings be designated annually at the first regular meeting of each calendar year through the adoption of a Resolution.

- (1) There are no recommended changes to our posting places, which are as follows:
 - County Court Houses of Larimer, Weld, and Boulder Counties.
 - District Office at 835 East Highway 56, Berthoud, Colorado.
 - Town Halls in Berthoud, Firestone, Johnstown, Mead, and Milliken, and the City of Loveland, Colorado.
 - Masonville Post Office.
- (2) The District website, ltwd.org, be designated the Posting Place for the 24-hour (agenda) Notice of District Meetings per Colorado House Bill 19-1087.

LITTLE THOMPSON WATER DISTRICT
835 E. HIGHWAY 56
Berthoud, Colorado 80513
970-532-2096

RESOLUTION 2024-01

A RESOLUTION TO DESIGNATING PUBLIC POSTING PLACES

WHEREAS Section 24-6-402(2)(c) of the Colorado Revised Statutes requires any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance, or is expected be in attendance, shall be held only after full and timely notice to the public; and

WHEREAS a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than seventy-two hours prior to the holding of the meeting; and

WHEREAS the public places for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLE THOMPSON WATER DISTRICT, COLORADO:

- 1) That the Posting Places for Meeting Notices shall be as follows
 - a. County Court Houses of Larimer, Weld, and Boulder Counties.
 - b. District Office at 835 East Highway 56 Berthoud, Colorado.
 - c. Town Halls of Berthoud, Firestone, Johnstown, Mead, and Milliken, and the City of Loveland, Colorado.
 - d. Masonville Post Office.
- 2) The District website, ltwd.org, shall be designated the Posting Place for the 24-hour (agenda) Notice of District Meetings, per Colorado House Bill 19-1087.

ADOPTED THIS 18TH DAY OF JANUARY 2024.

President

Attest: _____
Secretary

Agenda Item Summary
Little Thompson Water District

Date: January 18, 2024

Item: 6.8 Public Hearing Action Item

Staff: Judy O'Malley, Administrative Assistant

Subject: LTWD Larimer County Inclusions – Resolution 2024-02
LTWD Weld County Inclusions – Resolution 2024-03

Staff Recommendation: Staff recommends approval authorizing the Board President and Secretary to complete the documents required to include or exclude the properties, as listed below, to or from the Little Thompson Water District.

Discussion: The inclusions and exclusions for the properties listed below are being done to comply with District Rules and Regulations. See the attached location maps.

LITTLE THOMPSON WATER DISTRICT
835 E. HIGHWAY 56
Berthoud, Colorado 80513
970-532-2096

RESOLUTION 2024-02

A RESOLUTION TO GRANT PETITIONS
FOR PROPERTY INCLUSION INTO THE
LITTLE THOMPSON WATER DISTRICT

"RESOLVED that **LITTLE THOMPSON WATER DISTRICT** grant the Petitions for Inclusion of Land into the District by the following property owners of the properties described as follows:

Property Owner: Karma Y. Bhotia & Kumari J. Bhotia
Parcel Number: 0502000051
Property Address: 3507 N. County Rd. 27, Loveland, CO 80538
Legal Description: TR IN E1/2 2-5-70 DESC AS BEG AT E 1/4 COR SD SEC 2, TH S 89 01' 47" W
560.09 FT, TH S 05 54' 35" E 197.69 FT; TH N 88 24' 17" E 274.75 FT; TH N
88 32' 57" E 226.33 FT TO PT ON NON-TANG CUR CONC W, C/A 05 18' 52",
RD 1402, COUNTY OF LARIMER, STATE OF COLORADO

for the inclusion of their properties in said District. It is resolved that the President and Secretary of the District do any and all things necessary to include such properties into the District."

"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on January 18, 2024."

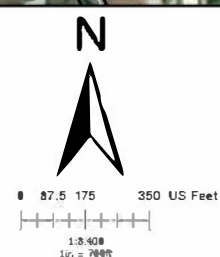
President

Attest: _____
Secretary

[SEAL]



**LTWD INCLUSION:
KARMA & KUMARI
BHOTIA**



This map is for display purposes only and is not a survey document.
Do not use for legal purposes.
Map data © 2014 Microsoft

LITTLE THOMPSON WATER DISTRICT
835 E. HIGHWAY 56
Berthoud, Colorado 80513
970-532-2096

RESOLUTION 2024-03

A RESOLUTION TO GRANT PETITIONS
FOR PROPERTY INCLUSION INTO THE
LITTLE THOMPSON WATER DISTRICT

"RESOLVED that **LITTLE THOMPSON WATER DISTRICT** grant the Petitions for Inclusion of Land into the District by the following property owners of the properties described as follows:

Property Owner: Sherry Bolton & David W. Bolton

Parcel Number: 120707400038

Property Address: 16245 County Rd. 3, Berthoud, CO 80513

Legal Description: PT S2SE4 7-3-68 LOT A REC EXEMPT RE-2104 EXC UPRR RES (2.25R),
COUNTY OF WELD, STATE OF COLORADO

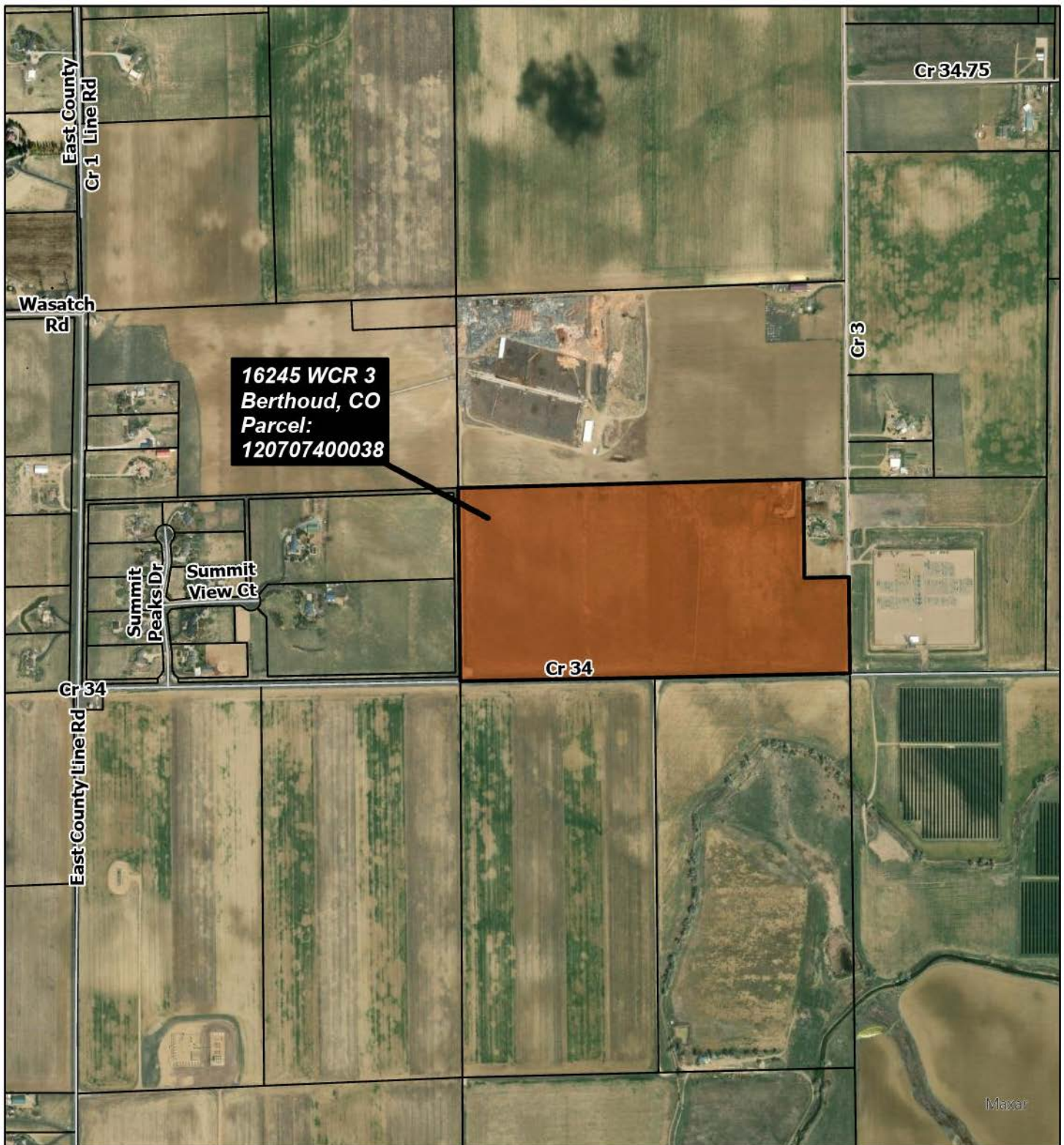
for the inclusion of their properties in said District. It is resolved that the President and Secretary of the District do any and all things necessary to include such properties into the District."

"I hereby certify that the above Resolution was duly and regularly adopted by the Little Thompson Water District at a meeting of the Board of Directors held on January 18, 2024."

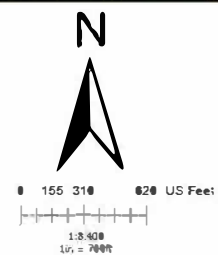
President

Attest: _____
Secretary

[SEAL]



LTWD INCLUSION: SHERRY & DAVID BOLTON



This map is for informational purposes only and is not a survey record.
Do not use for legal purposes.
Map dated 11/14/2014

Agenda Item Summary

Little Thompson Water District

Date: January 19, 2024

Item: 6.9

Staff: Amber Kauffman, District Manager

Subject: Johnstown and LTWD Amendment to Settlement

Staff Recommendation: Staff recommend approval.

We completed the Intergovernmental Agreement with Johnstown in December and now need to address the court order that was issued by Larimer County District Court in 2007. The court order was a result of a settlement that LTWD and the Town of Johnstown agreed to regarding a lawsuit filed by Johnstown in 2005. The settlement and court order included the following items designated as either completed or not completed:

- Not Completed
 - ❖ Court Order items 1, 2, 3, and 4: Johnstown was to pay the District 10 times the annual water revenue received by the District from taps 3708 and 4420 within 30 days after the date that the tap had been disconnected from LTWD's system. These taps were to be disconnected from LTWD service by Johnstown by April 28, 2009, and if it wasn't completed by then LTWD was to disconnect it the following day. No water rights were to be transferred to Johnstown, but the customers were to be allowed to relocate the tap to anywhere else in the District at the customer's expense as long as it was not into the urban growth area of the Town as of 2007. The parcels were to be excluded from the District.
- Completed
 - ❖ Court Order items 5 and 6: Exclusion of specific properties from LTWD for future service by Johnstown
 - ❖ Court Order item 7: The Town and District negotiate an agreement for payment of taps taken over by the Town. (IGA from 2009)

The attached Amendment to Settlement addresses the items that were not completed in the court order. The document has been reviewed by LTWD legal counsel and Johnstown legal counsel.

<p>Larimer County, Colorado, District Court 201 LaPorte Avenue, Suite 100 Fort Collins, CO 80521-2761 Phone No. (970) 494-3500</p> <hr/> <p>The Town of Johnstown, a Municipal Corporation, and the Town Council of Johnstown, the governing body, Plaintiffs,</p> <p>v.</p> <p>Little Thompson Water District, a special district, and its Board of Directors, the Taxpaying Electors of said District as a Class, Defendants.</p>	<hr/> <p style="text-align: center;">Δ COURT USE ONLY Δ</p> <hr/> <p style="text-align: center;">Case No. 2005CV1183</p> <p style="text-align: center;">Courtroom: 4C</p>
<p style="text-align: center;">AMENDMENT TO SETTLEMENT AGREEMENT</p>	

This Amendment to Settlement Agreement is made and entered into this ____ day of January 2024 (“Effective Date”), by and between Plaintiffs, the Town of Johnstown and the Town Council of the Town of Johnstown (collectively, the “Town”), and Defendants, the Little Thompson Water District and its Board of Directors (collectively, the “District”).

1. On April 16, 2007, the Town and the District entered into a Settlement Agreement to resolve the above-captioned matter.

2. On April 27, 2007, the Court entered an Order Approving Settlement Agreement and Joint Plan of Parties and Order of Exclusion of Territory from Little Thompson Water District (“Order”).

3. Section 8(b) of the Settlement Agreement provides that the Settlement Agreement may not be modified except by a further agreement in writing duly executed by the Town and the District.

4. Based upon the execution of multiple intergovernmental agreements and the good faith cooperation between the Town and the District subsequent to the date of the Settlement

Agreement, the Town and the District hereby amend the Settlement Agreement to vacate all the provisions contained therein, except for Paragraphs 5, 6 and 8.

5. Based upon the amendment to the Settlement Agreement set forth above, the Town and the District shall request that the Court amend the Order to vacate all the provisions contained therein except for Paragraphs 5, 6 and 8.

IN WITNESS WHEREOF, the Town and the District have executed this Amendment to Settlement Agreement on the day and year first above written.

TOWN OF JOHNSTOWN, COLORADO

By: _____
Hannah Hill, Town Clerk

By: _____
Troy D. Mellon, Mayor

**LITTLE THOMPSON WATER
DISTRICT**

ATTEST:

By: _____
Amber Kauffman, Secretary

By: _____
Emily McMurtrey, President

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 7.1

Staff: Amber Kauffman, District Manager

Subject: Manager's Report

Staff Recommendation: Informational Only

Discussion:

District Activities:

I will be attending the NoCo Water Alliance Meeting on January 18 right ahead of the board meeting. I can provide an update at the LTWD board meeting.

Brad Wind of Northern Water invited me to attend a tour of the Colorado River basin with the Northern Water Board and select staff and invitees from February 6 to February 9. I am honored to be considered and am planning on attending.

Colorado Water Congress has their Annual Convention January 31 through February 2 at the Hyatt Regency Aurora Convention. Amanda and one other person from LTWD will be attending. I originally intended to go; however, with the trip planned with Northern Water to Arizona I am going to forego the conference. The conference is full and has a wait list, as such we are evaluating other employees to attend.

The CWCWD / LTWD Joint Board Meeting is scheduled for February 28 at the Double Tree by Hilton in downtown Greeley. Stan and I will work on the agenda.

Anticipated February Board Meeting Topics:

Development Agreement Template

Brookfield Agreement (pending consensus)

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 7.2 Business Manager's Report

Staff: Angela Diekhoff-Business Manager

Subject: January Board Meeting, Business Manager Report.

Staff Recommendation: For Information.

Discussion:

Board:

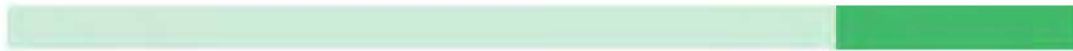
- Holiday Dinner
 - ❖ Event Name: Little Thompson Water District Board Dinner
 - ❖ Event Date: Friday, Jan. 26, 2024
 - ❖ Time: 6:00-9:00pm
 - ❖ Event Space: Welch Room

Eye on Water:

Accounts with EyeOnWater

23%

Out of 10,060 Accounts



7,791 77%
Without EyeOnWater

2,269 23%
With EyeOnWater

New Sign-ups

226

Sign-ups in Last 6 Months



User Sign-ups Per Month

Agenda Item Summary

Little Thompson Water District

Date: January 18, 2024

Item: 7.3 District Engineer Report

Staff: Brad Eaton, P.E. - District Engineer

Subject: January Board Meeting, Engineering Report.

Staff Recommendation: For Information.

Discussion:

COMMITMENT TO SERVE REQUESTS: 8 new tap requests for December bringing the 2023 total to 76. (2022 TOTAL: 5011).

2023 CAPITAL PROJECTS		BUDGETS
*FUNDED BY BOND PROCEEDS	PROJECT STATUS	TOTAL / 2023 / SPENT TO DATE
*NORTHEAST TRANSMISSION LINE (#70-137-00000)	LTWD staff continues to assist CRLS with easement acquisition and several new easements have been acquired.	\$5,400,000 / \$1,300,000 / \$535,579
*TWIN MOUNDS 5 MILLION GALLON (MG) TANK REHAB (#70-138-00000)	Project is complete. Total project costs are final and as shown.	\$1,650,000 / \$825,000 / \$2,523,909
*LOVELAND / CAMPION CONVERSION PROJECT #1 (#70-139-00000)	Construction has moved to the neighborhood south of 42 nd St. SE and continues to progress well.	\$1,520,000 / \$1,520,000 / \$885,616
COUNTY ROAD IMPROVEMENTS (#70-100-00000)	Ongoing budget item driven by County Road improvement projects.	\$200,000 / \$200,000 / \$66,971
SCADA IMPROVEMENTS (#70-103-00000)	Needs assessment is complete and equipment replacement is in progress.	\$200,000 / \$200,000 / \$173,431
SMALL LINE IMPROVEMENTS (#70-121-00000)	Ongoing budget item to replace various small waterlines.	\$75,000 / \$75,000 / \$54,010
54 BRIDGE WATERLINE RELOCATION (#70-142-00000,1128)	Construction is complete. Final billing in progress.	\$732,000 / \$732,000 / \$59,180
DRY CREEK FLOATING PHOTOVOLTAIC FEASIBILITY STUDY (#70-143-00000)	Consultant has made a site visit and the study is underway.	\$35,000 / \$35,000 / \$0
WATER SYSTEM MASTER PLAN UPDATE (#53-400-00000)	Progress meeting was held in early December to review LTWD data and questions from the consultant.	\$150,000 / \$75,000 / \$6,225
RAW WATER INFRASTRUCTURE (#73-105-00000)	Aerial survey of the pipeline routes is complete and data is being processed. Environmental study of sensitive areas continues.	TBD / \$400,000 / \$46,444
3RD AND WELKER – MEAD (#70-147-00000)	Vault relocation design is complete. Bid documents are under review for project bidding early February 2024.	\$1,320,000 / \$1,320,000 / \$122,794
LARIMER COUNTY ROAD (LCR) 8 AND 21 WATERLINE (#70-148-00000)	Construction is complete. Final payment has been issued and total project costs are as shown.	\$300,000 / \$300,000 / \$298,783
BUCKHORN TANK MIXING SYSTEM STUDY (#70-146-00000)	Project deferred to 2024 due to staff workload.	\$40,000 / \$40,000 / \$0
TWIN MOUNDS PASSIVE MIXING SYSTEM (#70-145-00000)	Project deferred to 2024 due to staff workload.	\$227,000 / \$227,000 / \$0
BOTTERILL / LTWD SYSTEM MODS. (#70-149-00000)	Coordination attempts with the railroad have been successful with a recent response from railroad staff. Minor design adjustments required.	\$100,000 / \$100,000 / \$5,000

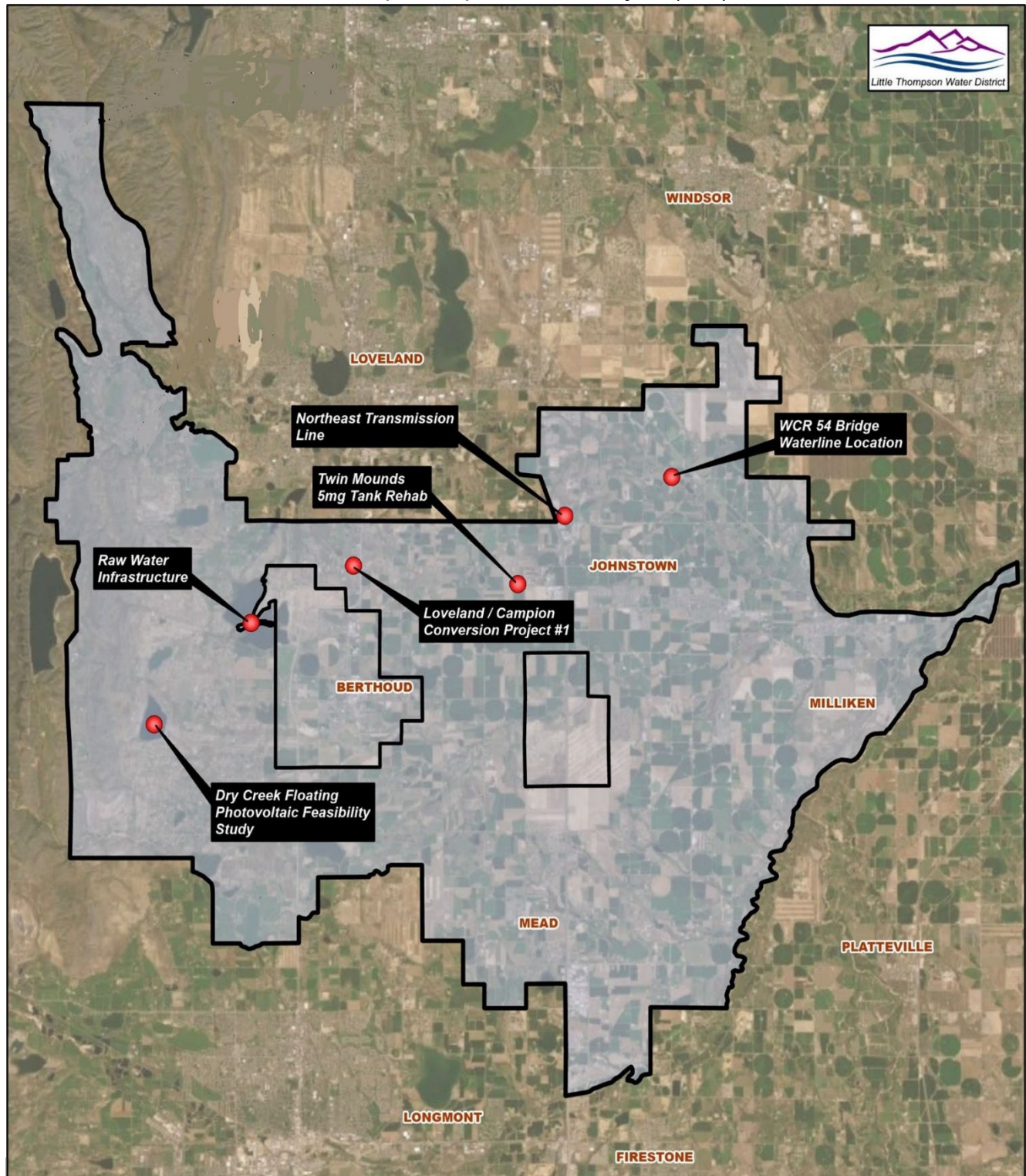
New Development Projects: No new development projects for November.

Active Development Name	Lots / type of development	Status
Barefoot Lakes Filing 6	193 Residential	Phase 1B final acceptance issued.
Range View Estates	75 Residential	Final acceptance is pending.
Home Depot Distribution Center	Industrial / Commercial	Final acceptance pending.
Horizon Hills Offsite	Offsite 16-inch waterline	Final acceptance pending.
Red Barn	457 Residential	Initial acceptance issued, final acceptance issued for select portions.
Elevation 25 (Formerly Mann Farms)	7 Commercial	Initial acceptance issued.
Horizon Hills	269 Residential (modular)	Under construction.
Gopher Gulch RV Park	145 RV spaces	Under construction.
QuikTrip	1 Commercial I	Final acceptance issued.
Barefoot Offsite Ronald Reagan Phase 3	Offsite for Residential	Under construction.
Mountain View Estates	3 Lot Residential	Design approved
Hawks Ridge Subdivision	120 Residential plus commercial	Design approved. No recent activity.
Mead Place	313 Residential, Multifamily and Commercial	Design approved. No recent activity.
Waterfront	1,800 Residential plus Commercial	In final design. No recent activity.
Meadow Ridge	958 Single Family Equivalent (SFE) - Residential and Commercial	In final design.
Club Carwash	1 Commercial	In construction.
RV Retreat	Residential (Expansion)	In design
Buffalo Highlands	1,269 Lot Residential Plus Commercial	In design
Root Shoot Malting – Facility Expansion	Commercial	Phase 2 in design.
Mead Village	96 Residential	No current activity
Raterink Lot 2	1 Commercial	Becoming active
Grand Meadow (aka Douthit)	400 Residential	No current activity.
Turion - Revised	3,660 Residential plus commercial - total buildout.	No current activity.
Schulz Property	Single Industrial Lot	Beginning entitlement process with Mead. Commitment letter issued. No recent activity
Lemmon Family Trust Conservation	45 Residential Lots	Commitment letter issued. Beginning entitlement process with Larimer County.
Flying J Truckstop	1 Commercial	Beginning entitlement process with Mead

OTHER ENGINEERING DEPARTMENT ACTIVITIES

1. Engineering staff remains busy with referrals, development projects, 2023 and 2024 capital improvement projects along with the water court change cases.
2. Amanda Hoff has accepted the position of Water Resources Manager, taking the place of Nancy Koch who is transitioning into retirement. Nancy will act as our Water Resources Advisor working approximately 20 hours per week over the next year to assist Amanda with the transition. Additionally, the Water Resources department will be under the direction of the District Manager moving forward.
3. Design coordination with CDOT for I-25 Segment 5 Improvement Project (Hwy. 66 to Hwy. 56) continues. A coordination meeting held on December 18, revealed CDOT's schedule, which is aggressive, however, CDOT recognizes the significance of relocating LTWD and CWCWD infrastructure and is prioritizing their work accordingly.
4. Final easement acquisition, along with other pre-construction activities continue for the West I-25 Transmission line.

2023 LTWD Capital Improvement Project (CIP) Locations



1. Water System Master Plan Update
2. Small Line Improvements
3. County Road Improvements
4. Supervisory Control and Data Acquisition (SCADA) / Telemetry Improvements

Agenda Item Summary

Little Thompson Water District

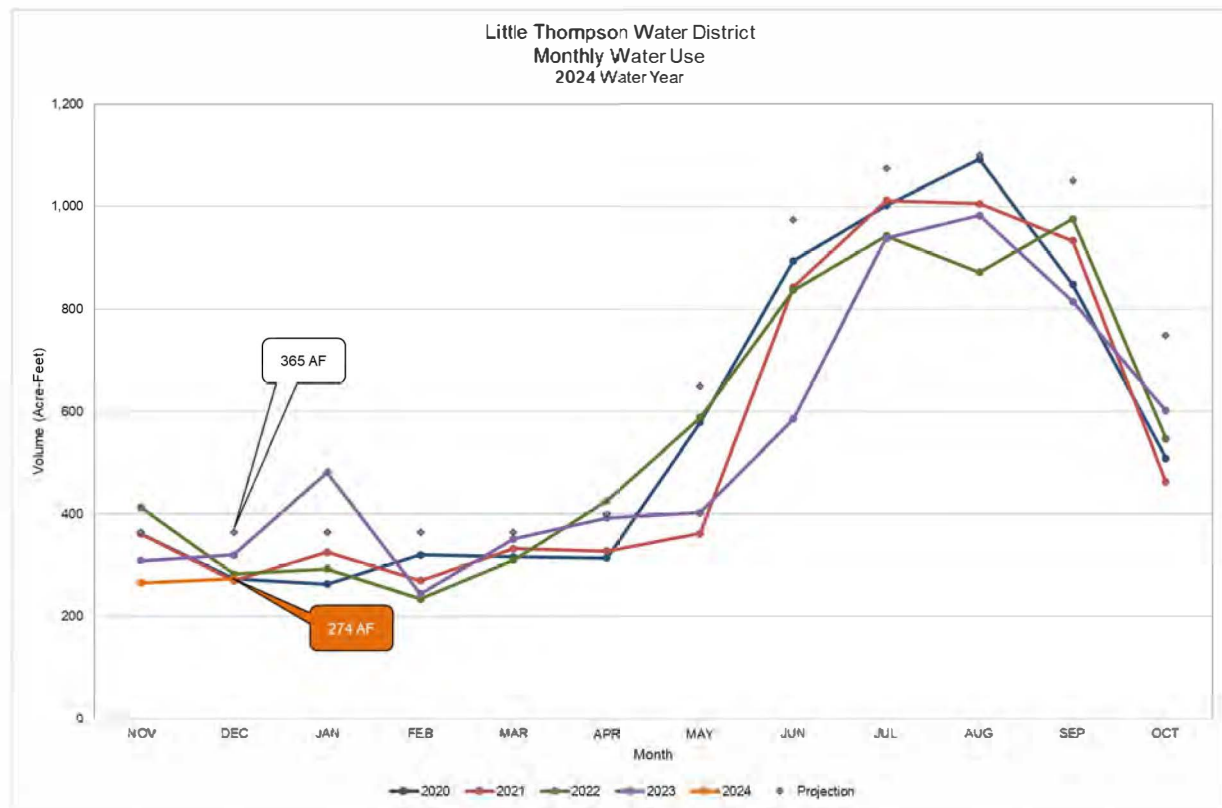
Date: January 18, 2024

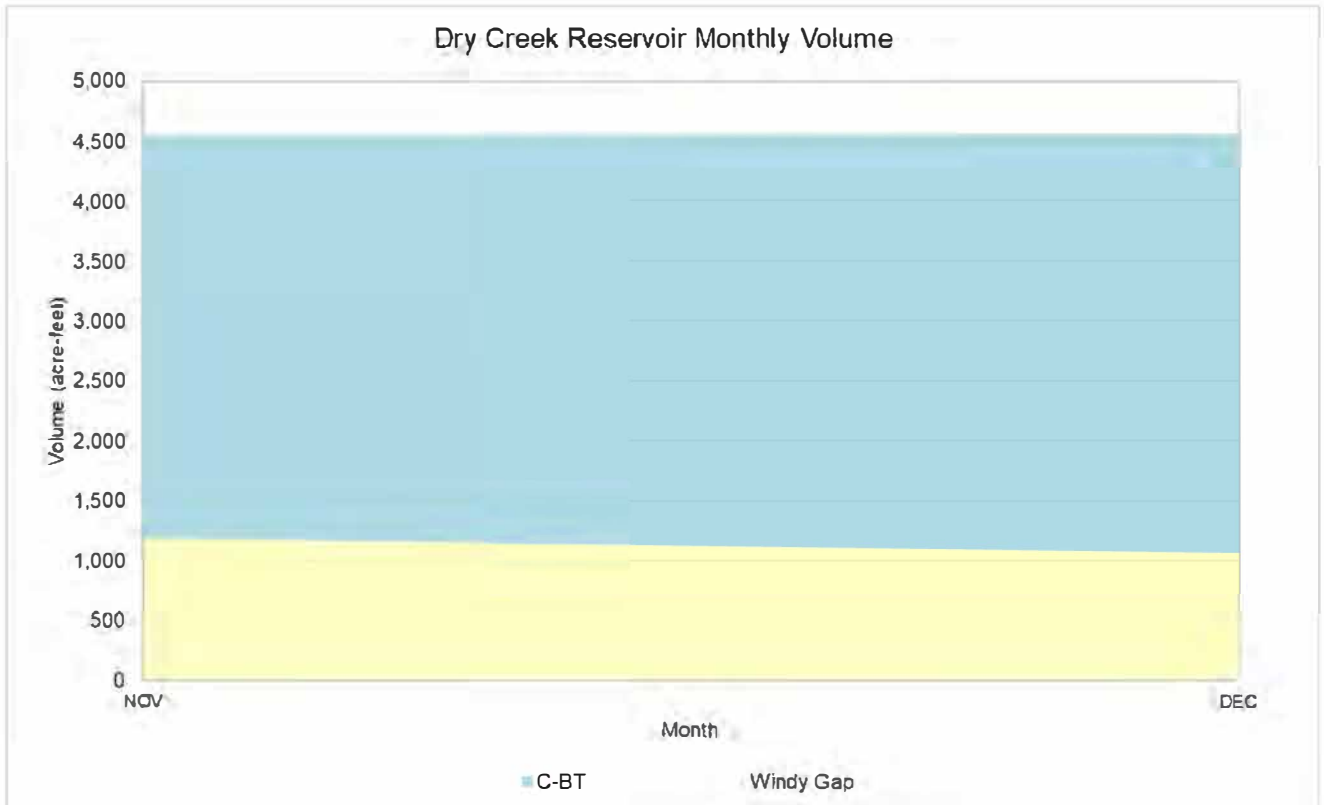
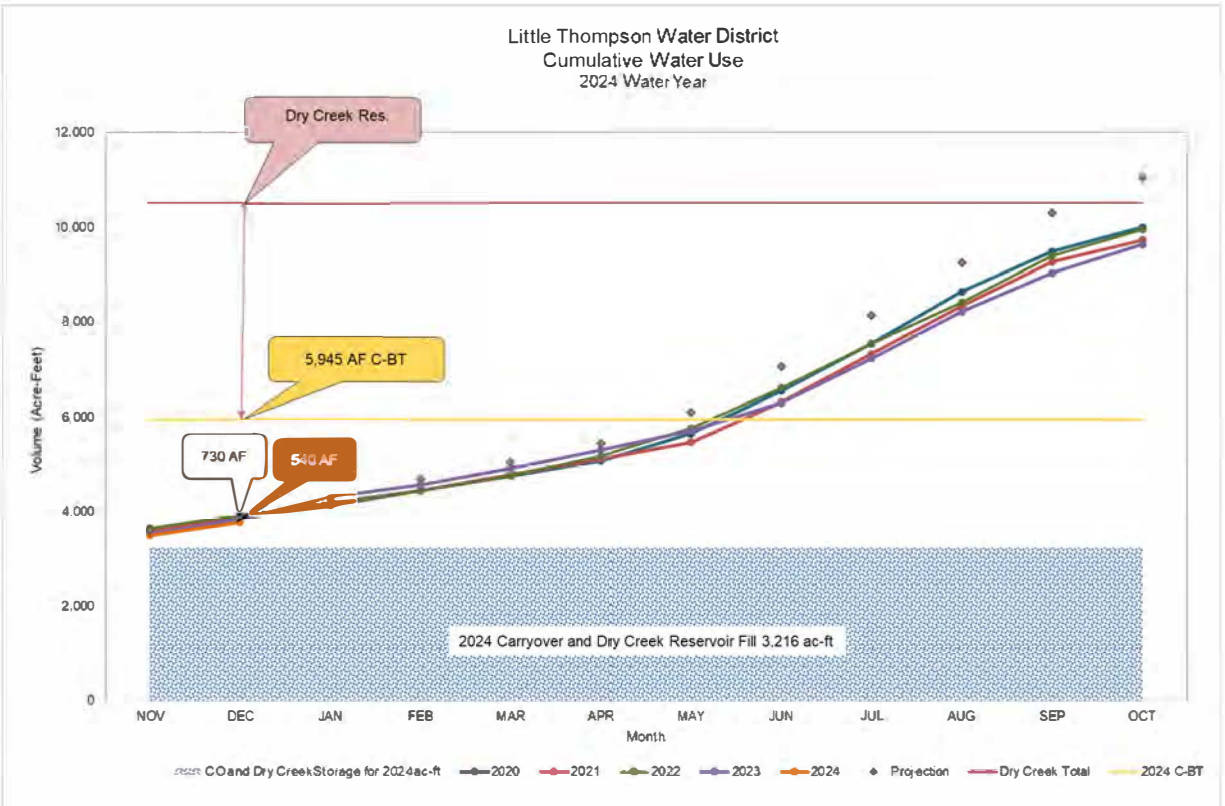
Item: 7.4 Water Resources Managers Report

Staff: Amanda Hoff, Water Resources Manager and Nancy Koch, Water Resources Advisor

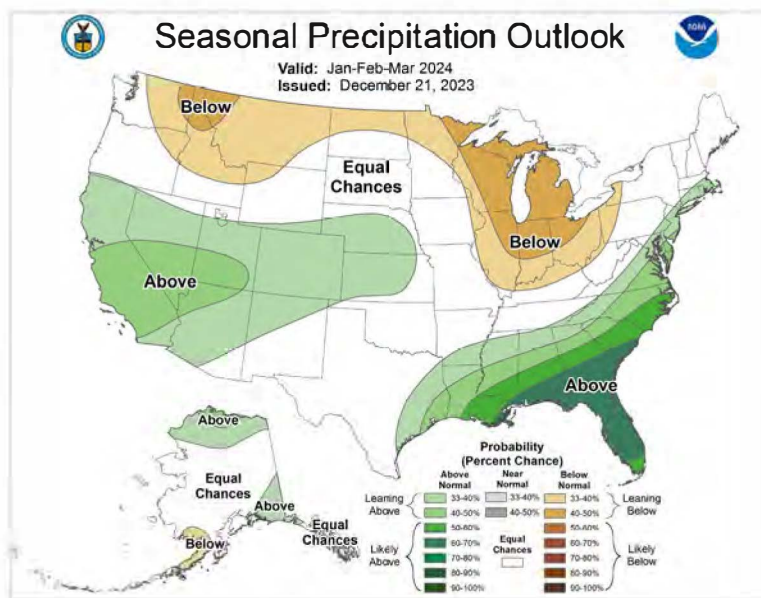
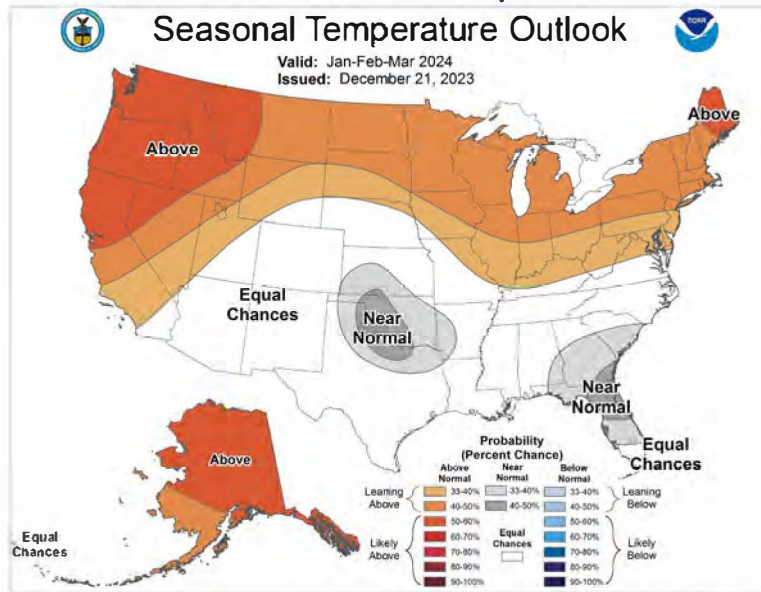
Subject: December Water Use

Staff Recommendation: Information Only





Weather Report



Agenda Item Summary

Little Thompson Water District

Date: January 3, 2024

Item: 7.4

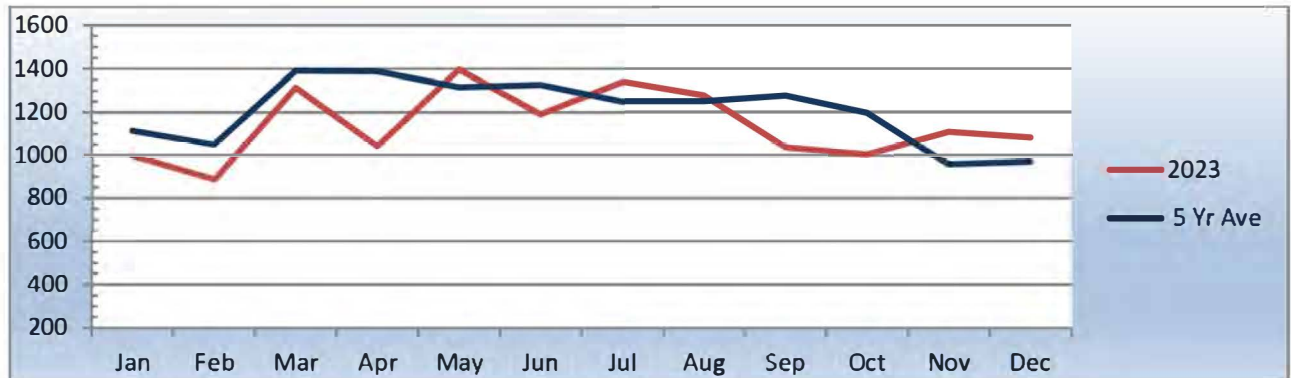
Staff: Ken Lambrecht, Operations Manager

Subject: Operations and Water Quality Report

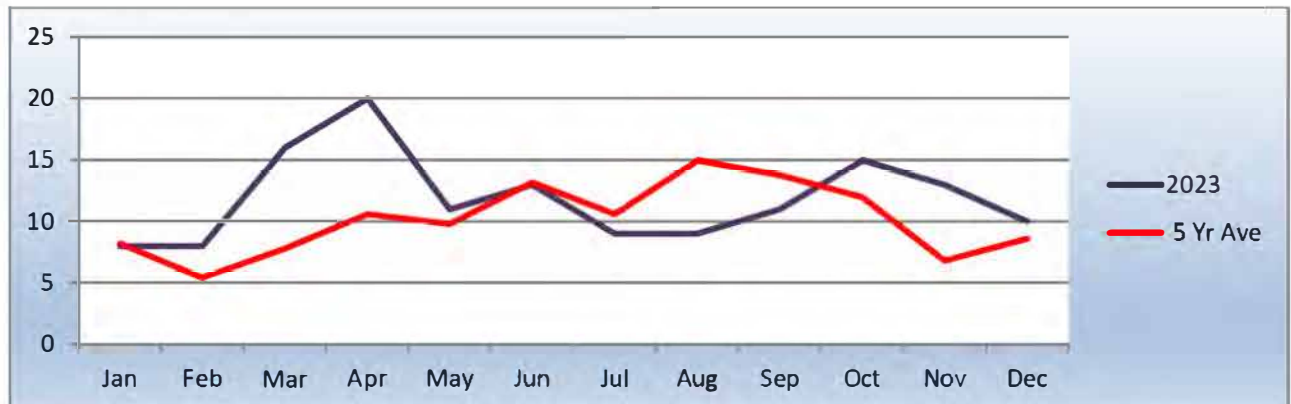
Staff Recommendation: For Informational Purposes

Discussion: Information for the Board of Directors

Locate Requests:



Leak Repairs:



Monthly Water Quality Report:

Monthly Water Quality Samples:

Monthly Total Coliform samples were within acceptable parameters.

Customer Taste & Odor Work Orders:

Created Date	Service Order Number	Service Address	City	Description
12/05/2023	22638	WC 15.5	JOHNSTOWN	Cloudy Dirty
cloudy dirt: Customer has been getting air in the line and a shimmering film with both cold and hot water from faucets. LTWD: chlorine 0.9 / pH 7.9 air in main. flushed the main. flushed service- took head off meter so homeowner could flush house				
12/07/2023	22655	YAUPON PL	LOVELAND	Taste & Odor
TASTE/ODOR - Customer called and said that since around 11pm on 12/06/2023 he has noticed a sulfur/sewage smell when using water, especially cold water, throughout home. Recent repair done on main and completed today 12/07/2023 LTWD Todd M: chlorine 0.4 / pH 7.3 flushed main, took meter head off so homeowner could flush house over weekend.				
12/08/2023	22674	HIGHLAND DR	MEAD	Cloudy Dirty
Yellow water. LTWD: The water in toilets was yellow, but the water in the wash basins was clear. It appears that the fixtures that have been used have flushed out stale water. Chlorine 0.3 pH was in normal range. Customer should flush their internal plumbing.				
12/18/2023	22735	LAKE TERRACE LN	FIRESTONE	Taste & Odor
Odor: Customer says water smells like "fracking" in late evening hours. Cust has spoken to neighbor that also has noticed smell. Please contact customer with findings. please flush the area. LTWD flushed the main line for 30 min. pH 7.9 Chlorine 0.9. left message for homeowner				
12/20/2023	22745	MALLARD CREEK DR	BERTHOUD	Taste & Odor
TASTE & ODOR: Customer called & asked if we can flush the line because he is at the end & the chlorine is building up. LTWD, talked to homeowner, flushed main chlorine 0.8, pH 7.7				
12/20/2023	22746	COVE ST	FIRESTONE	Taste & Odor
TASTE AND ODOR - Customer called today and said they have noticed a bad smell when using water, throughout property, most noticeable with hot water, no discoloration to water				
12/21/2023	22753	HAASE CT	BERTHOUD	Taste & Odor
TASTE/ODOR - Chris called and said they have noticed a petroleum smell for the last few days, throughout home, hot and cold water, no discoloration or change in taste LTWD: flushed main 1.5 hours. took meter head off so customer could flush house.				
12/24/2023	22785	10TH ST	MEAD	Taste & Odor
Customer has noticed an odor in the water for several years now. Recently noticed that the water in the tub has a blue tint or hue. Not other fixtures. Please contact on Wednesday 12/27 LTWD, tested chlorine 1.1, pH 7.5, flushed and removed meter head for the weekend to allow for further flushing.				
12/28/2023	22794	HOPi TRL	LOVELAND	Taste & Odor
TASTE & ODOR: Customer called & said they have had cloudy water since around Thanksgiving. They understood it could be air in the lines from work, but it isn't clearing up. Doug's wife also thinks there is sediment in the water.				

Project Updates and Notes:

Telemetry Upgrades:

Two new radios and antennas have been installed and the new network appears to be communicating with the existing SCADA software. Project is basically complete. Some minor programming and cleanup remain to be completed and then we will begin to assess how well the new system works before proceeding with any more installations.

Valve Exercising:

6,238 valves have been exercised out of a total of 6,541.

